



## **VERNON TOWNSHIP COUNCIL MEETING AGENDA**

**SEPTEMBER 23, 2024**

**6:00 PM EXECUTIVE SESSION**

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

**1. CALL TO ORDER**

**2. STATEMENT:** Adequate notice of this meeting has been provided to the public and the Press on January 17, 2024 and was posted on the bulletin board in the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-7.

**3. ROLL CALL**

**4. EXECUTIVE SESSION – Resolution #24-243** – Resolution to Enter into Executive Session Risk Management Strategies – Training, AFSCME Contract

**AT 7:00 PM**

**1. CALL TO ORDER**

**2. STATEMENT:** Adequate Notice of this Regular Meeting was provided to the public and the press on January 17, 2024 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. PRESENTATION**  
Planet Networks

**6. ITEMS FOR DISCUSSION**  
Sign Ordinance

## **7. MAYOR COMMENTS**

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

## **9. REVIEW OF BILLS LIST**

## **10. APPROVAL OF MINUTES**

September 9, 2024 – Executive Session

## **11. CONSENT AGENDA**

**Resolution #24-244:** Authorizing Contracts with Foveonics Document Solutions Through Educational Schools Commission of New Jersey (ESCNJ) Cooperative Contract #65MCESCCPS

**Resolution #24-245:** Authorizing Change Order #1 of Contract for Proposed Improvements of Various Roads within the Vernon Township with Road Safety Systems, LLC

**Resolution #24-246:** Resolution of the Township of Vernon, County of Sussex, State of New Jersey, Authorizing Contract Through Bergen County Cooperative Pricing System #206BCPS - For Stryker Medical #438-22 Bid #22-14

**Resolution #24-247:** Authorizing Change Order #1 of Contract for Proposed Improvements of Various Roads within Vernon Township with Riverview Paving, Inc.

**Resolution #24-248:** Refund Overpayment Due to State Tax Court Judgement (515 Vernon Property LLC) – (Block 413 Lot 10)

**Resolution #24-249:** Resolution Authorizing Leasing of Certain Vehicles for the Department of Police Through Sourcewell National Cooperative #060618-EFM Through Enterprise Fleet Management Services Inc. (Quote No. 8290694; 1 x Diamond Black)

**Resolution #24-250:** Authoring Change Order #1 of Contract for Proposed Improvements of Maple Grange Lower Parking Lot with Riverview Paving, Inc.

**Resolution #24-251:** Resolution Authorizing Agreement with Claims Compensation Bureau to Pursue Class Action Funds for EMV Chip Fees, Discover Card Fees and other Potential Interchange Fees

**Resolution #24-252:** Resolution Authorizing Award of Contract to Vendor with National Cooperative Contacts HGACBUY

**Resolution #24-253:** Approving Active Volunteer Firefighter for Membership in the New Jersey State Firemen's Association (Emmerich)

**Resolution #24-254:** Resolution Authorizing the Appointment of Thomas Van Leuven as Provisional Fire Official for the Township of Vernon

**Resolution #24-255:** Authorizing the Collective Bargaining Agreement with American Federation of State, County and Municipal Employees and Vernon Township

## **12. INTRODUCTION OF ORDINANCES**

**Ordinance #24-21:** An Ordinance of the Township of Vernon, County of Sussex, State of New Jersey Amending Chapter 275 of the Township Code to Repeal Chapter 275 and Replace Same: to Adopt Flood Hazard Maps: To Designate a Floodplain Administrator; and Providing for Severability and an Effective Date.

## **13. ADOPTION OF ORDINANCE**

**Ordinance #24-18:** An Ordinance of the Township Council of the Township of Vernon, County of Sussex and State of New Jersey Amending Certain Portions of Chapter 250 Entitled “Fees and Escrows” and Chapter 330 Entitled “Fees” of the Township Code

**Ordinance #24-19:** Ordinance Amending the Vernon Township Municipal Code Chapter 428 “Peddling and Soliciting”

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

## **15. COUNCIL COMMENTS**

## **16. COUNCIL PRESIDENT COMMENTS**

## **17. ADJOURNMENT**

**VERNON TOWNSHIP**

**RESOLUTION #24-243**

**RESOLUTION TO ENTER INTO AN EXECUTIVE SESSION**

**WHEREAS**, the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. permits the exclusion of the public from a meeting in certain circumstances; and

**WHEREAS**, this public body is of the opinion that such circumstances presently exist; and

**WHEREAS**, the Governing Body wishes to discuss:

- ☐ Matters made confidential by state, federal law or rule by court
- ☐ Matters in which the release of information would impair the right to receive funds from the Government
- ☐ Matters involving individual privacy
- ☐ Collective bargaining
- ☐ Purchase, lease or acquisition of real property with public funds, setting of bank rates, investment of public funds if disclosure would harm the public interest
- ☐ Public safety
- ☐ Attorney-Client privilege
- ☒ Pending, ongoing or anticipated litigation or negotiation contracts (AFSCME Contract)
- ☐ Personnel matters
- ☐ Civil penalty or loss of license
- ☒ Risk Management Strategies (Training)

Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.

**NOW THEREFORE BE IT RESOLVED** that the public be excluded from this meeting.

**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 September 23, 2024 at 6:00 pm in the Vernon Municipal Center.

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

**VERNON TOWNSHIP COUNCIL**

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



## Chapter 330. Land Development

### Article XI. Zoning

#### § 330-180. Signs.

[Added 12-22-1997 by Ord. No. 97-16; amended 12-13-1999 by Ord. No. 99-27; 1-28-2002 by Ord. No. 02-04; 11-12-2009 by Ord. No. 09-24; 11-14-11 by Ord. No. 11-24. Repealed and replaced 5-14-2012 by Ord. No. 12-05]

##### A. Definitions.

###### **SIGN**

Any device used to attract the attention of the public for advertising purposes or message conveyance. The word sign includes letters, figures, drawings, lines, trademarks, photographs, and other markings encompassed within the area of the sign.

###### **AREA OF A SIGN**

The area of a sign shall be computed by multiplying the greatest vertical dimension by the greatest horizontal dimension of the sign space. The framing or edging of the sign shall be considered part of the sign area. The total area, including both faces of a double-faced sign is included, but for calculating maximum area permitted, the area of only one face of a double-faced sign is counted toward the maximum area permitted.

###### **A-FRAME (SANDWICH) SIGN**

Temporary signs placed upon the property for the purpose of advertising items sold or services supplied.

###### **AWNING SIGN-CANOPY SIGN**

Roof-like covering extending over a walkway, sidewalk or exterior place supported by a frame attached to a building and/or ground with a surface made of fabric or more rigid material and either retractable or fixed in place, covered by any lettering, logo, or other characters, symbols or figures.

###### **BANNER**

Any temporary sign printed or displayed upon cloth or other flexible material.

###### **BILLBOARD SIGN**

A sign which directs attention to a business, commodity, service, entertainment, or attraction that is sold, offered or existing elsewhere than upon the same lot where such sign is displayed. The term shall include an outdoor advertising sign (vehicle, billboard, trailer, and utility pole).

###### **CHANGEABLE COPY SIGN**

A variable message sign composed of individual letters panel-mounted in or on a track system.

###### **DIRECTIONAL SIGN**

A sign of noncommercial nature which directs the reader to the location of public or educational institutions, historical structures, historical areas, public parks, or public buildings.

**DIRECTORY SIGN**

A sign which directs attention to a business conducted on the premises, or to a product sold or service supplied by such business.

**FACADE**

Principal faces of a building, and is generally one side of the exterior of a building, especially the front, but also sometimes the sides and rear. In architecture, the facade of a building is often the most important from a design standpoint, as it sets the tone for the rest of the building.

**FLAG**

A piece of cloth, varying in size, shape, color, and design, usually attached at one edge to a staff or cord, and used as the symbol of a nation, state, or organization, as a means of signaling, etc.

**FREESTANDING SIGN**

See Ground Sign.

**GARAGE SALE**

A temporary sign placed upon the property for the purpose of advertising to the public the outdoor sale of used personal or household items held on the seller's premises.

**GATED COMMUNITY**

A form of residential community containing strictly controlled entrances for pedestrians, bicycles, and automobiles, and sometimes characterized by a closed perimeter of walls and fences. Gated communities usually consist of small residential streets and include various amenities. For smaller communities this may be only a park or other common area.

**GRAFFITI SIGN**

The name for images, markings, initials, slogans, or lettering that is scratched, scrawled, painted, or marked in any manner on property.

**GROUND SIGN**

Any nonmovable sign not affixed to a building, but excluding "Pylon Sign." A sign which is supported by 2 or more upright or braces in or upon the ground.

**HISTORICAL (MEMORIAL) SIGN**

A sign, tablet, or plaque memorializing a person, event, structure, or site.

**ILLUMINATED SIGN**

Any sign having a source of light for illumination either externally or internally, or a combination of both.

**INDUSTRIAL PARK**

An area zoned and planned for the purpose of industrial development.

**INFORMATIONAL SIGN**

An on-site sign commonly associated with, but not limited to, information and directions necessary or convenient for visitors coming on the property, including signs, marking entrances and exits, parking areas, circulation direction, rest rooms, and pickup and delivery.

**MAINTENANCE / SERVICE SIGNS (a/k/a lawn signs or yard signs - includes but is not limited to landscaping, lawn service, paving, driveway sealing and/or repair)**

Small signs placed on lawns are most often rectangular.

**MARQUEE**

A permanent roof-like shelter extending from parts or all of a building face; most commonly a structure placed over the entrance to a hotel, theatre, or store. It has signage stating the name

of the establishment or, in the case of theatres, the play or movie and the artist(s) appearing at that venue. The marquee is often identifiable by a surrounding cache of light bulbs.

**NAMEPLATE**

A sign located on the premises giving the name or address, or both, of the owner or occupant of the building or premises.

**NONCONFORMING SIGN**

Any sign which exists, but does not meet the requirement of this section.

**OFFICIAL SIGN**

Any sign erected and maintained by a federal, state, county, or local government agency for public purposes.

**OFF-PREMISES SIGN**

A sign which directs attention to a business, commodity, service, entertainment, or attraction that is sold, offered or existing elsewhere than upon the same lot where such sign is displayed. The term off-site shall include an outdoor advertising sign (vehicle, billboard, trailer, and utility pole).

**ON-PREMISES SIGN**

A communication device whose message and design relates to a business, an event, goods, profession or service being conducted, sold or offered on the same property as where the sign is erected.

**PEDESTAL SIGN**

A sign that is mounted on a freestanding pole, post, or other support so that the bottom edge of the sign is 3 to 18 inches above grade.

**PENNANT**

A long, tapering flag or burgee of distinctive form and special significance, used in signaling or for identification.

**POLITICAL SIGN**

A temporary sign related to any political event, issue, or campaign.

**PRIVATE COMMUNITY**

A residential community that can be an association or a proprietary organization. Associations can include condominiums, residential associations, or cooperatives.

**PROFESSIONAL SIGN**

A sign listing only the name and profession of the practitioner.

**PROJECTING SIGN**

A sign which is affixed to any building and projecting beyond the building wall or parts thereof, structure, building line or property line, but which is not constructed or erected so as to extend above the roofline of the structure to which it is affixed.

**PYLON (OR POLE) SIGN**

A sign in the form of a tower or pier that is mounted on a freestanding pole, post, or other support.

**REAL ESTATE SIGN**

A temporary sign placed upon the property for the purpose of advertising to the public the sale or lease of said property.

**REVOLVING SIGN**

A sign which moves in any manner by mechanical means.

**ROOF SIGN**

A sign erected, constructed, and maintained on or above the roof of any building or structure. Decorative façade is not considered a roof if it is affixed to but separate from the main building structure and serves an aesthetic purpose only.

**SANDWICH (A-FRAME) SIGN**

Temporary signs placed upon the property for the purpose of advertising items sold or services supplied.

**SCROLLING SIGN**

The continuous movement of information either vertically or horizontally on a screen.

**SECURITY SIGN**

Information sign containing a representation of certain security-related information.

**SIGN FACE**

The area of a sign on which copy is intended to be placed.

**SIGN PERMIT**

A document obtained from the Zoning Official upon payment of required fees, if applicable, granting permission to erect the sign described therein.

**SPECIAL EVENT**

Is one that helps a business or group meet a specific marketing objective—to increase awareness, build goodwill, introduce a new product, or simply to entertain. Special event signs are used to inform and to promote the event, remind attendees about the purpose of the event, etc.

**STANCHION**

An upright bar or post, often providing support for some other object.

**STREAMERS**

An ensign, flag, or pennant, which floats in the wind; specifically, a long, narrow, ribbon like flag.

**STRIP MALL (a/k/a Shopping Plaza or Mini-Mall)**

An open area shopping center where the stores are arranged in a row, with a sidewalk in front. Strip malls are typically developed as a unit and have large parking lots in front. They face major traffic arterials and tend to be self-contained with few pedestrian connections to surrounding neighborhoods.

**TEMPORARY SIGN**

A sign or advertising display constructed of cloth, canvas, fabric, wood, plastic, paper, or other light material and designed or intended to be displayed for a short period of time.

**WALL SIGN**

A sign which is affixed to or painted on an exterior wall of any building, Such signs shall project not more than 12 inches from the building wall or parts thereof. No wall sign shall be constructed or erected above the roofline of the structure to which it is affixed.

**WINDOW SIGN**

A sign which is affixed to the inside of any window, or glass portion of any door.

- B. Maintenance of Signs. All signs, together with their supports, braces, guys and anchors, shall be kept in good repair. All signs shall be so maintained that their appearance is in keeping with the standards of Vernon Township and does not constitute a blighting factor for adjoining property owners.
- C. Construction.

- (1) No sign shall be erected, constructed, or maintained so as to obstruct any fire escape, or any window, door, or opening used as a means of egress or for firefighting purposes, or so as to prevent free passage from one part of a roof to any other part thereof.
- (2) No sign shall be erected or placed so as to obstruct sight distance or obstruct pedestrian access.

D. Prohibited signs. All signs not expressly permitted pursuant to this section shall be prohibited. Without limitation thereto, the following shall be prohibited:

- (1) String banners, string flags, aluminum ribbons or similar attention-getting devices, except as a temporary sign, e.g. "Grand Opening."
- (2) Illuminated signs which flash, spell, or display any portion intermittently.
- (3) Roof signs.
- (4) Signs which are menaces to public safety or which obstruct the views of any street, intersection, or crosswalk.
- (5) Signs placed on public sidewalks or rights-of-way.
- (6) Revolving, rotating, or moving signs.
- (7) Erecting a sign less or more distant from the lot line or edge of pavement than prescribed by this section.
- (8) Signs that extend above the roof line of the structure to which it is affixed.
- (9) Temporary signs which are illuminated.
- (10) Billboards.
- (11) Any flashing, moving, or animated, or sequentially lighted signs.
- (12) Any sign whose lighting or central mechanism causes radio or television interference.
- (13) Real estate directional signs.
- (14) Signs utilizing the colors red or green in their illuminations within 100 feet of a signalized intersection (also known as a traffic light, traffic signal, stop light, traffic lamps, stop-and-go lights.)
- (15) Signs which resemble, simulate, or may be mistaken for a traffic sign within 20 feet of a roadway.
- (16) Attaching a sign to, or painting or otherwise marking letters, logos, or other expressions on a utility pole, tree, rock, or natural feature of any kind.
- (17) Signs affixed or painted on water towers or similar structures.
- (18) Signs which obstruct motorists' vision (site triangle), traffic signs or signals, or business identification signs outside the lot on which the business is located.
- (19) All billboards, signboards, advertising signs, vehicular signage, or devices not expressly related to the business being conducted on the premises including advertising on trucks or motor vehicles, the apparent primary purpose of which is to provide a display to broadly attract the attention of the public rather than to directly serve and identify the business of the owner thereof in the manner which is customary for such vehicles.
- (20) Off-premises sign or other off-site commercial sign, except that one off-site sign may be erected on the previous site of a business which has relocated for not more than 30 days.
- (21) Exhibiting statements, words, pictures, or images of an obscene or pornographic nature.

(22) Emitting a sound, odor, or visible matter such as smoke or vapor.

E. Distinguishable objects; exempt signs. The definition of "sign" in § 330-180A Definitions notwithstanding, the following objects or structures shall not be considered "signs" or, alternatively, shall nevertheless not be subject to this section:

- (1) Customary holiday decorations displayed for a normal duration; provided, however, that white or clear lights evoking candle flames or miniature candle flames shall be permitted from mid-November through the end of March in the C-1, C-2, C-3, CR, and TC Districts.
- (2) Residential nameplates.
- (3) Traffic control signs, the face of which meets the standards of the Department of Transportation, and which contains no commercial message.
- (4) Signs for official, governmental, or quasi-governmental business, including signs or banners advertising public or quasi-public events that are posted or displayed with the permission of the Zoning Official or the governing body.
- (5) Flags of the United States, State of New Jersey, Township of Vernon, foreign nations having diplomatic relations with the United States, other flags adopted or sanctioned by any elective legislative body of competent jurisdiction, and flags flown in conjunction with the flag of the United States, provided that no such flag shall exceed 60 square feet in area, nor shall any such flag be flown from a pole in excess of 35 feet in height. The flag's area shall be in reasonable proportion to the height of the pole from which it is displayed. Not more than 3 flags may be flown from any one pole. Statutory requirements associated with flags and the generally accepted standards of flag display protocol shall be observed.
- (6) Flags honoring and remembering military and service men and women of the United States.
- (7) Public safety signs.
- (8) Signs displayed by places of worship.
- (9) Any public notice or warning or safety sign required by a valid and applicable federal, state, or local law, regulation, or ordinance.
- (10) Any sign indicating the name of a building and/or date of construction and/or other incidental information about its construction, which sign is made an integral part of a stone or masonry surface, or made of bronze or similar permanent material, including historic tablets, cornerstones, memorial plaques, monuments and emblems which do not exceed 4 square feet in area from a single viewpoint.
- (11) Signs forbidding trespassing, hunting, fishing or trapping as authorized by state laws and regulations concerning fish, game and wildlife, but not exceeding one square foot in size; and, further provided that no such sign shall be located less than 50 feet from another.
- (12) Pump-mounted fuel price information signs subject to the following:
  - (a) Only one fuel price information sign shall be permitted per fuel pump; each such sign shall be limited in size to an area of 260 square inches; each such sign shall be affixed directly and firmly to a fuel pump, and shall be stationary.
- (13) Regulation mailboxes of the United States Postal Service.

F. Public signs. Nothing in this section shall be deemed to restrict or prohibit the erection, construction or maintenance within the Township of Vernon of signs or markers for use in policing, directing or controlling of traffic or parking when legally authorized by the State of New Jersey and/or the County of Sussex, and/or the Township of Vernon; or signs for official, governmental or quasi-governmental business, including signs or banners advertising public or quasi-public events that are posted or displayed with the permission of the Zoning Official or the governing body.

- G. Termination of use. At the termination of any use of any premises, building structure or lot, the permission to display signs associated with such use shall terminate. All nonconforming signs, and the brackets and posts which support the signs, shall be removed from the premises within 10 days from the date of termination of such use, unless approval for any extension of time is requested from and granted by the Zoning Official.
- H. Permitted sign specifications (if a specific type of sign is not listed, see Zoning Official).
- (1) Banner signs. Any temporary sign printed or displayed upon cloth or other flexible material. Promotional banners include those used to announce open houses and grand openings, make special announcements, or communicate events.
    - (a) Permitted zones: Nonresidential.
    - (b) Number of signs permitted: One sign per lot.
    - (c) Size: Shall not exceed 36 square feet in area, or 12'L x 3'H in size.
    - (d) Time limitation: May be placed 30 days before the event, and removed no later than 2 business days after the event.
    - (e) Maximum height: 8 feet, measured from ground to top of sign.
    - (f) Sign placement: Minimum 12 feet measured from road edge.
    - (g) No outdoor banner, flag, paper, canvas, or cloth signs used to advertise an event shall be erected until the proper no-fee permit is obtained.
    - (h) No-fee permit must be filed with Zoning Office before "banner" can be erected or displayed.
  - (2) Charitable organization drives. Temporary signs for campaign or money-raising drives for religious or charitable organizations.
    - (a) Permitted zones: Off-premises, Nonresidential.
    - (b) Number of signs permitted: One sign per lot.
    - (c) Time limitation: May be placed 30 days prior to the publicized event, and removed no later than 2 business days after the event.
    - (d) Size: Shall not exceed 36 square feet in area, or 12'L x 3'H in size.
    - (e) Maximum height: 8 feet, measured from ground to top of sign.
    - (f) Sign placement: Minimum 12 feet measured from road edge.
    - (g) No-fee permit must be filed with Zoning Office before "sign" can be erected or displayed.
  - (3) Construction signs. Temporary signs pertaining to the construction, repair, remodeling of any building shall be located at the principal entrance to the building.
    - (a) Permitted zones: All.
    - (b) Number of signs permitted: One sign per construction site/lot.
    - (c) Time limitation: May be placed at start of construction, and removed within 2 days of conclusion.
    - (d) Size: Shall not exceed 16 square feet in area, or 4'L x 4'H.
    - (e) Maximum height: 8 feet, measured from ground to top of sign.
    - (f) Sign placement: Minimum 5 feet measured from road edge.

- (g) No-fee permit must be filed with Zoning Office before "sign" can be erected or displayed.
- (4) Garage sale signs. A temporary sign designating or advertising to the public the sale of used or unwanted possessions, as household articles, often held in the garage of a house.
  - (a) Permitted zones: All.
  - (b) Number of signs permitted: One.
  - (c) Time limitation: May be placed 3 days prior to event, and must be removed within 2 days of conclusion.
  - (d) Size: Not to exceed 4 square feet or 2'W x 2'H.
  - (e) Maximum height: 4 feet, measured from ground to top of sign.
  - (f) Sign placement: Minimum 5 feet measured from road edge.
  - (g) No-fee permit must be filed with Zoning Office before signs can be erected or displayed.
- (5) Grand opening signs. Colored pennants are permitted on streamers/string (see Zoning Official for details).
  - (a) Permitted zones: Nonresidential.
  - (b) Number of signs permitted: One sign per lot.
  - (c) Size: Shall not exceed 36 square feet in area, or 12'L x 3'H in size.
  - (d) Time limitation: May be placed 30 days prior to event, and removed within 2 days of conclusion.
  - (e) Maximum height: 8 feet, measured from ground to top of sign.
  - (f) Sign placement: Minimum 12 feet measured from road edge.
  - (g) No-fee permit must be filed with Zoning Office before "sign" can be erected or displayed.
- (6) Ground signs. Any nonmovable sign not affixed to a building, but excluding "pylon sign," which is supported by one or more upright posts or braces in or upon the ground. Ground signs may include 2 components, branding and changeable marketing.
  - (a) Permitted zones: Nonresidential.
  - (b) Number of signs permitted: One per business occupancy.
  - (c) Time limitation: n/a permanent.
  - (d) Size: Shall not exceed 30 square feet.
  - (e) Maximum height: 10 feet measured from the ground level.
  - (f) Sign placement: Minimum 5 feet measured from road edge.
  - (g) Fee permit must be filed with Zoning Office before sign can be erected or displayed.
- (7) Maintenance/service signs. (a/k/a lawn signs or yard signs - includes but is not limited to landscaping, lawn service, paving, driveway sealing and/or repair):  
Small signs placed on a lawn.
  - (a) Permitted zones: All.
  - (b) Number of signs permitted: One per site.
  - (c) Time limitation: During work, and for 2 days after cessation of work.



- (d) Size: Shall not exceed 4 square feet, 2'L x 2'H in size.
  - (e) Maximum height: 4 feet, measured from ground to top of sign.
  - (f) Sign placement: Minimum 5 feet measured from road edge.
  - (g) No-fee permit must be filed with Zoning Office before sign can be erected or displayed.
- (8) New occupancy signs.
- (a) Permitted zones: All.
  - (b) Number of signs permitted: One sign per lot.
  - (c) Time limitation: They shall be removed within 15 days of occupancy.
  - (d) Size: Shall not exceed 36 square feet in area, or 12'L x 3'H in size.
  - (e) Maximum height: 8 feet, measured from ground to top of sign.
  - (f) Sign placement: Minimum 12 feet measured from road edge.
  - (g) No-fee permit must be filed with Zoning Office before sign can be erected or displayed.
- (9) Pedestal or sandwich signs. Signs which direct attention to products sold, or services supplied.
- (a) Permitted zones: Nonresidential.
  - (b) Number of signs permitted: Up to 2 signs permitted per property; properties with multi-business (plaza/centers) are limited to 2 pedestal signs.
  - (c) Time limitation: Displayed during normal business hours, must be removed nightly, and may not interfere with pedestrian or vehicular traffic or sight distance.
  - (d) Size: Shall not exceed 8 square feet, or 2'W x 4'H in size.
  - (e) Maximum height: 4 feet, measured from ground to top of sign.
  - (f) Sign placement: Minimum 5 feet measured from road edge.
  - (g) No-fee permit must be filed with Zoning Office before sign can be erected or displayed.
- (10) Political event signs. Political signs announcing political events, issues or campaigns may be erected providing that they do not constitute safety hazard by blocking sight distance, pedestrian or vehicular traffic and the like.
- (a) Permitted zones: All.
  - (b) Time limitation: May be placed thirty (30) days prior to event or campaign, and removed within 7 days after completion of the event or campaign.
- (11) Professional occupation. A sign listing only the name and profession of the practitioner.
- (a) Permitted zones: All.
  - (b) Number of signs permitted: One.
  - (c) Time limitation: n/a permanent.
  - (d) Size: Shall not exceed 4 square feet, 2'L x 2'H in size.
  - (e) Maximum height: 8 feet.
  - (f) Sign placement: Minimum 10 feet measured from road edge.

- (g) Permit must be filed with Zoning Office before sign can be erected or displayed. Note: building department permit(s) may be required. Cannot be internally lit—down lighting only.
- (12) Projecting sign. A sign which is affixed to any building and projecting beyond the building wall or parts thereof, structure, building line or property line more than 12 inches, but which is not constructed or erected so as to extend above the roof line of the structure to which it is affixed.
- (a) Permitted zones: Nonresidential.
  - (b) Number of signs permitted: One.
  - (c) Time limitation: n/a permanent.
  - (d) Size: The area of the sign shall not exceed 16 square feet, or 4'L x 4'H.
  - (e) Projection: Shall not project beyond the building line more than 4 feet, and in no case shall a projecting sign project beyond any property line into public rights-of-way.
  - (f) Supports and attachments: Shall be in compliance with the N.J.U.C.C.
  - (g) Maximum height: The bottom of the sign shall be at least 8 feet clear above the walk or ground.
  - (h) Fee permit must be filed with Zoning Office before sign can be erected or displayed. Note: building department permit(s) may be required.
- (13) Real estate signs. A temporary sign placed upon the property for the purpose of designating or advertising to the public the sale or lease of said property. No-fee permit required.
- Real estate signs may be one of the following 2 types:
- (a) Real estate "for sale/for lease/sold" signs.
    - [1] Permitted zones: All.
    - [2] Number of signs permitted: One sign per lot to advertise the sale or rental of premises upon which the sign is located by the owner or real estate agent or broker.
    - [3] Time limitation: The sign shall be removed within 7 days after consummation of a sale or lease transaction.
    - [4] Size: The sign is not to exceed 8 square feet in residential districts or 16 square feet in all other districts (this includes farm assessed land).
    - [5] Maximum height: n/a.
    - [6] Sign placement: Minimum 5 feet measured from road edge.
  - (b) Real estate "Open House" signs.
    - [1] Permitted zones: All.
    - [2] Number of signs permitted: One sign, in addition to the "for sale" sign, may be placed on the subject property.
    - [3] Time limitation: The sign may be placed up to 7 days prior to the open house and shall be removed within 2 days after the open house.
    - [4] Size: The sign shall not exceed 6 square feet in size.
    - [5] Maximum height: 4 feet (measured from ground to top of sign).
    - [6] Sign placement: Minimum 5 feet measured from road edge.

- (c) Real estate "directional" signs are prohibited.
  - (d) No-fee filing requirements. Real estate office/broker must register annually; filing window: November 1st through December 31st, for each year.
- (14) Special event signs. (e.g. Special Olympics, Earthfest, Municipal events, etc.)
- (a) Permitted zones: Nonresidential.
  - (b) Number of signs permitted: One sign per lot.
  - (c) Time limitation: May be placed 30 days before the event, and removed no later than 2 business days after the event.
  - (d) Size: Shall not exceed 36 square feet in area, or 12'L x 3'H in size.
  - (e) Maximum height: 8 feet measured from ground to top of sign.
  - (f) Sign placement: See Zoning Official.
  - (g) No outdoor banner, flag, paper, canvas, or cloth signs used to advertise a special event shall be erected until the proper no-fee permit is obtained.
- (15) Wall. A sign which is affixed to or painted on an exterior wall of any building.
- (a) Permitted zones: Nonresidential.
  - (b) Number of signs permitted: No more than one wall sign per face of a building which fronts on a street shall be permitted to any one business occupancy.
  - (c) Time limitation: n/a permanent.
  - (d) Size: Total area of all wall signs on any one building shall not exceed in area 30 percent of the total area of the first story or ground level face of the building on which they are erected, up to 40 square feet, and shall be designed to be architecturally compatible with the building.
  - (e) Projection: No wall sign shall project higher than the highest point of the façade of the building upon which it is to be erected, and it shall not project more than 8 inches from the façade of the building.
  - (f) Supports and attachments: Shall be in compliance with the N.J.U.C.C.
  - (g) Corner properties: Corner properties, fronting on 2 or more streets, shall be permitted no more than one wall sign fastened on each wall fronting upon a street.
  - (h) Maximum height: n/a.
  - (i) Sign placement: Wall signs shall be placed in the front of the building only, except on corner properties.
  - (j) Fee permit must be filed with Zoning Office before sign can be erected or displayed. Note: building department permit(s) may be required.
- (16) Window signs. Temporary window signs designed to promote the sale of any article or business activity.
- (a) Permitted zones: Nonresidential.
  - (b) Number of signs permitted: One per window.
  - (c) Time limitation: Shall not remain in a window longer than 30 continuous days, and shall be removed within 2 days after the event or activity has taken place.
  - (d) Size: Shall not exceed in total sign area 50 percent of any total window area.

(e) Maximum height: n/a.

(f) Sign placement: n/a.

(g) No-fee permit must be filed with Zoning Office before sign can be erected or displayed.

I. Illumination and electrical equipment.

(1) All lit signs shall be turned off each day by midnight, unless the business is still open.

(2) The only illumination permitted shall be down-lit (a light projecting from the top of the sign downward onto the sign) and/or internally lit (lit from within the sign itself).

(3) All permitted illuminated signs shall be in accordance with the N.J.U.C.C.

J. Nonconforming signs. Any sign lawfully in existence prior to the effective date of this section (adopted May 14, 2012 by Ord. No. 12-05) may be continued, provided that the same shall be regularly maintained and kept in good repair. However, no change in lettering, content, size, construction, location, or lighting of such sign shall be permitted except by approval of the Zoning Official.

No nonconforming sign may be enlarged or altered in such a way as to increase its nonconformity unless approved by the Land Use Board. All nonconforming aspects shall be removed or altered to conform to the provisions of this section when any such sign is changed or modified in shape, size, illumination, or structure.

K. Permits, fees, and enforcement.

(1) Permit.

(a) Temporary signs. Permit required (No fee).

(b) All other signs. No other sign shall be erected, constructed, altered, or structured condition repaired until a permit has been issued by the Zoning Official and fee paid.

(2) Regulations.

(a) Fees. Fees shall be collected by the Zoning Official in accordance with the Vernon Township Fee Ordinance. Fee shall be required for all new signs and all signs replacing existing signs.

(b) Exemptions. The requirements for a permit fee shall not apply to:

[1] Temporary window signs.

[2] Temporary signs of a political nature.

[3] Temporary signs advertising charitable fund raising events.

[4] Temporary real estate signs.

[5] Temporary special event signs.

[6] General maintenance and upkeep on an existing permitted sign.

[7] Amendment/alteration of advertising copy on an existing permitted sign.

[8] Security signs.

[9] Maintenance/service signs.

(3) Enforcement.

(a) Inspection. The Zoning Official shall inspect each sign for which a permit is required upon completion of its installation.

- (b) Unsafe signs. In the event that any sign is found to be in a dangerous structural condition, the Zoning Official shall notify the owner of such sign and/or the owner of the property on which it is erected in writing, and advise the owner to make the same safe and secure. In the event the owner does not comply with the requirements as specified within 2 business days from receipt of such notice, the sign may be removed by the Township of Vernon, in which case the owner of the sign and the owner of the building shall be jointly and severably liable to the Township for the costs of removal.
- (c) Defective signs. In the event any sign is found to be in violation of size, number or location provisions of this section, the Zoning Official shall notify the owner of such sign and the owner of the property on which the sign is erected of such violation in writing, and the owner shall within 5 business days, correct such violation.
- (d) Penalties. Violation of and/or nonconformance with this section shall be subject to the penalties as set forth in the Vernon Township Administrative Code.

- L. Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason by any Court of competent jurisdiction, such provision(s) shall be deemed severable, and the remaining portions of this Ordinance shall remain in full force and effect.
- M. All ordinances or parts of ordinances or resolutions that are inconsistent with the provisions of this Ordinance are repealed to the extent of such inconsistency.

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	3-01	1,007.00	0.00	0.00	1,007.00
CURRENT FUND	4-01	4,552,284.68	140.00	0.00	4,552,424.68
CAPITAL FUND	C-04	174,900.66	0.00	0.00	174,900.66
GRANT FUND	G-02	2,667.00	0.00	0.00	2,667.00
DOG TRUST	T-13	1,675.00	0.00	0.00	1,675.00
OTHER TRUST	T-14	8,081.51	0.00	0.00	8,081.51
PAYROLL	T-22	5,439.19	0.00	0.00	5,439.19
Year Total:		15,195.70	0.00	0.00	15,195.70
Total of All Funds:		4,746,055.04	140.00	0.00	4,746,195.04

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Range of Checking Accts: First to Last Range of Check Dates: 09/05/24 to 09/18/24  
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				
62415	09/17/24 USPOS005 US POSTAL SERVICE				546
24-01000	Postage Muni Depts-Tax Bills		10,000.00		
62416	09/18/24 160DR005 160 DRIVING ACADEMY				547
24-00834	CDL TRAINING		3,750.00		
62417	09/18/24 AIRGR005 AIRGROUP LLC				547
24-01060	A/C REPAIR FINANCE		1,972.32		
24-01125	EMERGENCY-CALL IN MB A/C		361.00		
			2,333.32		
62418	09/18/24 ALIC005 ALICIA SAAVEDRA FERRANTE, ESQ,				547
24-00184	Prosecutor Services 2024		2,375.00		
62419	09/18/24 ALLIE020 ALLIED OIL				547
24-00237	Municipal Gas Fuel		10,687.63		
62420	09/18/24 AMAZO005 AMAZON.COM SERVICES LLC				547
24-00225	Admin Tech Supplies		27.98		
62421	09/18/24 ARKEL005 ARKEL MOTORS INC				547
24-00065	PARTS TO REPAIR INTER'L VEH		1,374.64		
62422	09/18/24 AXLNU005 AXL NUNEZ				547
24-01107	2024 REFUND		2,079.16		
62423	09/18/24 BASSA005 BASSANI POWER EQUIPMENT				547
24-00158	REPAIR VARIOUS GROUNDS EQUIP		832.88		
62424	09/18/24 BLACK040 BLACK DIAMOND TINTING, LLC				547
24-00463	New Car Tinting		120.00		
62425	09/18/24 BRIGH010 BRIGHTSPEED				547
24-00295	Blanket - Telephone Service		843.73		
62426	09/18/24 CABLE005 CABLEVISION LIGHTPATH NJ, LLC				547
24-00261	Municipal Bldg Internet		1,084.00		
62427	09/18/24 CAMPB010 CAMPBELL SUPPLY CO, LLC,				547
24-00162	PARTS NEEDED TO REPAIR VES VEH		10,569.42		
24-00179	FREIGHTLINER TRUCK PARTS		304.97		
24-00180	REPAIRS NEEDED TO DPW VEH		707.66		
			11,582.05		
62428	09/18/24 CANNI005 THE CANNING GROUP LLC				547
24-00187	Qualified Purchasing Services		791.67		
62429	09/18/24 CASAB005 CASA BIANCA BANQUETS				547
24-01179	Deposit for SC Holiday Luncheon		500.00		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
62430	09/18/24	CERTI010 CERTIFIED SPEEDOMETER SERVICE,			547
24-00122		Police Vehicle Calibration	396.00		
62431	09/18/24	CESAR005 CESAR RIVERA			547
24-01081	2024	REFUND	2,293.51		
24-01082	2023	REFUND	2,343.09		
			4,636.60		
62432	09/18/24	CLUTC005 DOVER BRAKE & CLUTCH			547
24-00063		PARTS TO REPAIR DPW VEHICLES	750.90		
24-00064		PARTS TO REPAIR VES VEHICLES	109.96		
24-01057		DIESEL FUEL ANTI-GEL	978.60		
			1,839.46		
62433	09/18/24	CONVE005 CONVERGEONE			547
24-00441		Municipal Phone Repairs	254.80		
62434	09/18/24	COPPO025 COPPOLA SERVICES, INC			547
22-01659		PS 2 REPLACEMENT	73,598.00		
62435	09/18/24	COREL080 CORELOGIC - REFUND DEPT			547
24-01076	2023	100% EXEMPT REFUND	4,225.07		
24-01077	2024	REFUND	4,231.24		
24-01078	2024	REFUND	5,075.80		
24-01079	2023	REFUND	5,280.37		
24-01086	2023	REFUND	2,685.60		
24-01105	2024	REFUND	2,785.65		
			24,283.73		
62436	09/18/24	COUNT045 COUNTY OF SUSSEX			547
24-00137		SC Transportation	8,333.34		
62437	09/18/24	CREAT025 CREATIVE MANAGEMENT INC			547
24-00238		Municipal Fuel Diesel	3,466.85		
62438	09/18/24	CRYST005 CRYSTAL MOUNTAIN SPRINGS			547
24-00022		WATER COOLER SERVICE	450.52		
62439	09/18/24	DO0000005 WILLIAM J MARION, D.O.			547
24-00318		Blanket DPW -CDL Physicals	175.00		
62440	09/18/24	DONNE015 RR DONNELLEY			547
24-01024		vital Statistics Paper	213.00		
62441	09/18/24	DRAEG010 DRAEGER, INC			547
24-00096		Alcotest solution/maint	229.25		
62442	09/18/24	DURAB005 DURABLE DOOR			547
24-01167		EMERGENCY BAY 4 GARAGE DOOR	525.25		
62443	09/18/24	ENTER020 ENTERPRISE FLEET MANAGMENT, INC			547
24-00067		MONTHLY LEASE PAYMENTS	12,071.22		



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Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
10-001	GENERAL/CENTRAL CHECKING	Continued		
62443	ENTERPRISE FLEET MANAGMENT, INC	Continued		
24-00255	GPVAC Enterprise Lease	591.94		
24-00405	FP Leases	3,655.60		
24-00693	Blanket Admin Vehicle Lease	764.82		
		17,083.58		
62444	09/18/24 ESOS0005 ESO SOLUTIONS, INC.			547
24-01158	FIRE PACKAGE- pochuck	1,071.34		
62445	09/18/24 FEDER015 FEDERAL EXPRESS			547
24-00429	Municipal - Express Postage	199.64		
62446	09/18/24 FERNA005 FERNANDO COVA-GOMEZ			547
24-01083	2023 REFUND	2,775.96		
24-01084	2024 REFUND	3,863.04		
		6,639.00		
62447	09/18/24 FIREA005 FIRE AND SAFETY SERVICES LTD			547
24-00087	REPAIR VES VEHICLES	2,699.87		
62448	09/18/24 FIRST095 First Priority Emerg. Vehicles			547
24-00083	PARTS TO REPAIR VES VEHICLES	212.00		
62449	09/18/24 FLORI005 FLORIO, PERRUCCI, STEINHARDT &			547
24-00354	2024 Twp Legal Labor Services	2,460.00		
62450	09/18/24 FOUND005 CAMPBELL FOUNDRY			547
24-00983	2024 Various St Improvements	13,685.00		
62451	09/18/24 GABRI015 GABRIELLI KENWORTH OF NJ LLC			547
24-00153	PARTS TO REPAIR KENWORTH TRKS	287.41		
62452	09/18/24 GAETA005 GAETA RECYCLING CO., INC			547
24-00016	CONTAINER SERVICE	1,927.02		
62453	09/18/24 GARDE030 GARDEN STATE LABORATORIES, INC			547
24-00520	Municipal Water Testing 2024	100.00		
62454	09/18/24 GIANA005 MARCY GIANATTASIO			547
24-01149	Zoom Webinar 8/25/24-9/24/24	59.70		
24-01187	Notary Public Certification	15.00		
		74.70		
62455	09/18/24 GRANI005 GRANICUS, LLC			547
24-01109	2024/2025 Rentals Contract	7,425.22		
62456	09/18/24 HAROL005 HAROLD E PELLOW AND ASSOC, INC		09/18/24 VOID	0
62457	09/18/24 HAROL005 HAROLD E PELLOW AND ASSOC, INC			547
24-00278	Work Performed	497.00		

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PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
62457		HAROLD E PELLOW AND ASSOC, INC	Continued		
24-01151		Eng - Roads Improvements LDPs,	12,833.48		
			13,330.48		
62458	09/18/24	HERAL005 NEW JERSEY HERALD			547
24-00279		LUB Advertising	7.13		
62459	09/18/24	HHAUT005 H & H AUTO PARTS OF VERNON			547
24-00060		PARTS TO REPAIR VES VEHICLES	169.91		
24-00061		PARTS TO REPAIR DPW VEHICLES	809.53		
			979.44		
62460	09/18/24	HIGHL025 HIGHLAND LAKES VOLUNTEER FIRE			547
24-01163		Fire Dept Reimbursements Aug24	2,187.81		
62461	09/18/24	INFOU005 INFO USA MARKETING INC			547
23-01202		2023 Sussex Directory	327.00		
62462	09/18/24	INTEG010 INTEGRATED MICRO SYSTEMS, INC			547
24-01108		Municipal Technology Services	2,800.00		
62463	09/18/24	JCALD005 J. CALDWELL & ASSOCIATES LLC			547
24-00276		Work Performed	67.50		
62464	09/18/24	JDSAL005 NEXGEN POWER EQUIPMENT INC			547
24-00161		MONTHLY MAINT WATER RECYCLER	594.79		
62465	09/18/24	JENNI020 JENNIFER HINTZE			547
24-01061		SMOKE CERT REFUND	70.00		
62466	09/18/24	JOHNS020 JOHNNY ON THE SPOT DBA UNITED			547
24-00147		Porta Potty Rentals	1,068.82		
62467	09/18/24	JONAT005 JONATHAN SOLER			547
24-01085		2024 REFUND	1,979.11		
62468	09/18/24	LANGU005 LANGUAGE LINE SERVICE			547
24-00351		2024/Court/Interpreters	30.60		
62469	09/18/24	LAWSO010 LAWSON PRODUCTS			547
24-00066		VARIOUS SHOP SUPPLIES	670.12		
62470	09/18/24	LAZIE005 HOWARD LAZIER			547
24-01146		BOOT REIMBURSEMENT	150.00		
62471	09/18/24	MCAA0005 MCAA OF NJ			547
24-01127		2024/MCAA of NJ	200.00		
62472	09/18/24	MCAFE010 MC AFEE HARDWARE CO., INC.			547
24-00011		B&G SUPPLIES	175.89		
24-00012		PARKS SUPPLIES	272.88		

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PO #	Description	Amount Paid	Contract	
10-001	GENERAL/CENTRAL CHECKING	Continued		
62472	MC AFEE HARDWARE CO., INC.	Continued		
24-00039	SIGN SUPPLIES	83.91		
		532.68		
62473	09/18/24 MCIC005 MCI COMMUNICATIONS SERVICES, I		547	
24-01206	Long Distance Services Aug 24	894.69		
62474	09/18/24 MCMAN005 MC MANIMON SCOTLAND & BAUMANN,		547	
24-00799	THETA DRIVE REDEVELOPMENT	5,631.51		
24-00808	Lake Wanda Dam	86.00		
24-01116	Lake Wanda Dam: 228754	1,548.00		
		7,265.51		
62475	09/18/24 MGLPR005 MGL PRINTING SOLUTIONS		547	
24-00838	2025 Dog License	1,675.00		
62476	09/18/24 MITCH005 MITCHELL1		547	
24-01156	Diagnostic Program	5,088.00		
62477	09/18/24 MODER005 MODERN HANDLING EQUIPMENT CO		547	
24-01103	EMERG PARTS TO REPAIR FORKLIFT	49.92		
24-01161	PARTS TO REPAIR #5 FORKLIFT	234.28		
		284.20		
62478	09/18/24 MONTA015 MONTAGUE TOOL & SUPPLY		547	
24-00075	VARIOUS CHAINSAW NEEDS	122.11		
24-00076	PARTS TO REPAIR SMALL ENGINES	179.08		
		301.19		
62479	09/18/24 MORRI025 MORRIS CO FIRE/POLICE ACADEMY		547	
24-00848	Police Academy Tuition	1,000.00		
62480	09/18/24 MUNIC045 MUNICIPAL SAFETY SUPPLY		547	
24-00843	TRAFFIC SAFETY WARNING LIGHTS	1,090.00		
62481	09/18/24 NATIO105 NATIONAL HIGHWAY PRODUCTS, INC		547	
24-00035	SIGN SUPPLIES	2,478.02		
62482	09/18/24 NAVRI005 NAVRIZ DOORS INSTALLATION & RE		547	
24-00842	SAFETY UPDATES COURT/LOWER FL	821.11		
62483	09/18/24 NEWJE015 NEW JERSEY FIRE EQUIPMENT CO		547	
23-01357	fill station repairs	680.00		
62484	09/18/24 NISIV005 NISIVOCCIA & COMPANY LLP		547	
24-01207	NJIB Professional Services	8,750.00		
62485	09/18/24 NJDMV005 NJDMVC		547	
24-01168	TO TITLE PVFD NEW PUMPER TRK	60.00		
62486	09/18/24 NJMEB005 NJMEBF		547	
24-01164	SEPTEMBER 2024	290,850.82		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
62487	09/18/24	NJSTL005 NJ ST LEAGUE OF MUNICIPALITIES			547
	24-01074	2024 Registration of NJLOM	540.00		
	24-01173	Labor Negotiations Seminar	75.00		
			615.00		
62488	09/18/24	NORTH015 NORTH EAST PARTS GROUP LLC			547
	24-00057	PARTS TO REPAIR VES VEHICLES	209.94		
	24-00058	PARTS TO REPAIR DPW VEHICLES	249.76		
			459.70		
62489	09/18/24	NORTH050 NORTHEAST COMMUNICATIONS INC			547
	24-00119	Police Maintenance	330.00		
	24-01023	PURCHASE & INSTALL A NEW RADIO	1,334.85		
			1,664.85		
62490	09/18/24	OPTIM005 Optimum			547
	24-00090	Police- Cable	9.95		
	24-00327	DPW & Sr Ctr Cable Services	34.85		
			44.80		
62491	09/18/24	OTISE005 OTIS ELEVATOR COMPANY			547
	24-00024	ELEVATOR SERVICE	400.00		
62492	09/18/24	OURLA005 OUR LADY OF FATIMA CHURCH			547
	24-00874	CLEAN COMMUNITIES	750.00		
62493	09/18/24	PAPPA015 Pappas Garden Center			547
	24-00890	Blanket PO Garden Supplies	57.00		
62494	09/18/24	PENTE005 PENTELEDATA LP			547
	24-00383	Blanket - Muni Cable Services	507.80		
62495	09/18/24	PERFO010 PERFORMANCE TRAILERS, INC			547
	24-01036	TO PURCH A NEW ROLLER TRAILER	5,750.00		
62496	09/18/24	PHOEN005 PHOENIX ADVISORS, LLC			547
	24-01169	bond anticipation notes	4,531.25		
62497	09/18/24	POCHU010 POCHUCK VALLEY FIRE DEPT.			547
	24-01172	Fire Dept Reimbursmt Aug 2024	2,798.16		
62498	09/18/24	POLIC015 POLICE CHIEFS ASSOC OF ORANGE			547
	24-01188	Leadership Training	800.00		
62499	09/18/24	PRIME005 PRIMEPOINT LLC			547
	24-00544	TIME SYSTEM INVOICES	1,183.50		
62500	09/18/24	RDTRE005 RD Tree Service, LLC			547
	24-00048	TREE REMOVAL	2,600.00		
62501	09/18/24	RENOS005 RENO SCHWIND			547
	24-01080	TAX REFUND	3,129.22		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
10-001	GENERAL/CENTRAL CHECKING	Continued			
62502	09/18/24 RIVER020 RIVERVIEW PAVING, INC.				547
24-00926	Resurfacing Maple Grange Lot		51,291.76		
62503	09/18/24 ROBER080 ROBERT BAUMANN				547
24-00999	Police Academy Supplies		125.77		
62504	09/18/24 ROUTE005 ROUTE 23 AUTO MALL LLC				547
24-00068	PARTS TO REPAIR FORD VEHICLES		303.36		
62505	09/18/24 RSPHI005 R.S.PHILLIPS STEEL, LLC				547
24-00040	SIGN SUPPLIES		42.00		
62506	09/18/24 SAFEL015 SAFELITE FULFILLMENT, INC				547
24-01046	TO REPLACE THE WINDSHIELD PD		775.01		
62507	09/18/24 SCHEN010 SCHENCK PRICE SMITH & KING LLP				547
24-01143	Legal - Tax Appeal Services		1,932.70		
62508	09/18/24 SHERW005 SHERWIN WILLIAMS COMPANY				547
24-00037	SIGN SUPPLIES		227.94		
62509	09/18/24 SIGSA005 SIG SAUER, INC.				547
24-01111	J. Costello Sig Sauer Class		690.00		
62510	09/18/24 SKOFF005 SK OFFICE SUPPLY, INC				547
24-01130	Department Shredding 2024		1,482.00		
62511	09/18/24 SPACE005 SPACE WILD ANIMAL FARM INC				547
24-00025	DEER CARCASS REMOVAL		87.00		
62512	09/18/24 STANI005 STANISLAW DZIWAK				547
24-01035	Inspection Refund		70.00		
62513	09/18/24 STAPL010 Staples Contract & Commercial				547
24-01095	KEYLESS LOCK		175.09		
24-01106	SIGN DEPT SUPPLIES		125.08		
24-01114	JANOTOR SUPPLIES		1,677.70		
			<u>1,977.87</u>		
62514	09/18/24 STEVE020 STEVEN M. SIEGEL				547
24-00191	Alt Prosecutor Services		800.00		
62515	09/18/24 SUEZW005 VEOLIA WATER NEW JERSEY, INC.				547
24-00341	Blanket - Water Serv 21 Church		1,123.36		
62516	09/18/24 SUSSE060 SUSSEX CO MUNICIPAL CLERK ASSN				547
24-01184	SCMCA Seminar		30.00		
62517	09/18/24 SUSSE080 SUSSEX COUNTY CLERK				547
24-01195	Record Discharge of Twp Mrtg		8.00		

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11:15 AM

Township of Vernon  
Check Register By Check Date

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
10-001	GENERAL/CENTRAL CHECKING	Continued		
62518	09/18/24 SUSSE095 SUSSEX COUNTY M.U.A.		547	
24-00014	PLASTIC DISPOSAL	177.45		
24-00049	GLASS DISPOSAL FEE	558.35		
		<u>735.80</u>		
62519	09/18/24 TARA0005 THE ANIMAL RIGHTS ALLIANCE, INC		547	
24-00111	Animal Control- Spay/Neuter	1,270.00		
62520	09/18/24 TEAML005 TEAM LIFE INC		547	
24-01019	Adult AED Pads	917.00		
62521	09/18/24 TELEP005 WARWICK VALLEY TELEPHONE		547	
24-00088	Police-Livescan	83.12		
24-00089	Police-Digital Radio	78.04		
24-00260	Municipal Phone Service	731.71		
		<u>892.87</u>		
62522	09/18/24 TILCO005 TILCON NEW YORK, INC		547	
24-00426	DRAINAGE REPAIRS	892.68		
62523	09/18/24 TLOLL005 TLO, LLC (TransUnion Risk)		547	
24-00099	PD- Detective People Search	150.00		
62524	09/18/24 TRANS020 TRANSAXLE, LLC		547	
24-01155	EMERGENCY-TRK 60 REPAIR PARTS	100.27		
62525	09/18/24 TREES005 TREES PLUS, LLC		547	
24-00047	TREE REMOVAL	12,600.00		
62526	09/18/24 TROPI005 TROPICANA CASINO & RESORT		547	
24-00981	2024/ Municipal Court	399.00		
62527	09/18/24 TRSYS005 TR SYSTEMS, LLC		547	
24-01121	TO UPGRADE DIESEL LAPTOP	275.00		
62528	09/18/24 ULINE005 ULINE, INC		547	
24-01059	JANITOR SUPPLIES	217.64		
24-01091	PARKS TOOL CHEST	935.40		
24-01113	JANITORIAL SUPPLIES	334.63		
		<u>1,487.67</u>		
62529	09/18/24 USBAN025 U.S. BANK NATIONAL ASSOCIATION		547	
24-01171	Ricoh Map Copier Lease Aug 24	428.56		
62530	09/18/24 VERIZ005 VERIZON		547	
24-00303	Municipal Phone Service	142.48		
62531	09/18/24 VERIZ010 VERIZON WIRELESS		547	
24-00093	Police MDT Airtime	672.17		
24-00257	Blanket-Municipal Cell Phone	794.77		
		<u>1,466.94</u>		

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Township of Vernon  
Check Register By Check Date

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Check # PO #	Check Date	Vendor Description	Amount Paid	Reconciled/Void	Ref Num Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
62532	09/18/24	VERIZ035 VERIZON CONNECT FLEET USA LLC			547
	24-00027	GPS SERVICE DPW	724.60		
	24-00092	Verizon Reveal-Police GPS	65.80		
			<u>790.40</u>		
62533	09/18/24	VERNO065 VERNON POLICE ATHLETIC LEAGUE			547
	24-01162	Recreation Shared Service Agmt	11,250.00		
62534	09/18/24	VERNO120 VERNON TWP BOARD OF EDUCATION			547
	24-01132	Sept current	1,997,258.20		
62535	09/18/24	VERNO120 VERNON TWP BOARD OF EDUCATION			547
	24-01185	EMERGEANCY- ELECTRICAL REPAIRS	349.00		
62536	09/18/24	VERNO120 VERNON TWP BOARD OF EDUCATION			547
	24-01186	EMERGENCY-ELECTRICAL CALL MB	82.11		
62537	09/18/24	VERNO120 VERNON TWP BOARD OF EDUCATION			547
	24-01212	Sep Current Expenses & Debt 24	2,012,246.28		
62538	09/18/24	VERNO130 VERNON TWP FIRE DEPARTMENT			547
	24-01094	Reimbursemt July Expenses	10,085.07		
62539	09/18/24	VERNO225 VERNON VETERINARY ASSOCIATES,			547
	24-00112	Animal Control- Vet Services	825.87		
	24-00954	Revolution	1,038.00		
			<u>1,863.87</u>		
62540	09/18/24	VERNO295 VERNON EMERGENCY MEDICAL SRVCS			547
	24-01072	Reimburse-VTEMS Expenses	5,142.85		
	24-01150	Reimburse-VTEMS Expenses	6,752.56		
	24-01190	Reimburse-VTEMS Expenses	6,519.03		
			<u>18,414.44</u>		
62541	09/18/24	WBMA005 W B MASON CO INC			547
	24-01115	Toner for P&Z (LUB)	282.90		
62542	09/18/24	WEINE005 WEINER LAW GROUP LLP			547
	24-00277	worked Performed	672.00		
62543	09/18/24	WORLD010 World Insurance Assoc. LLC			547
	24-01099	Q3 2024	12,300.00		
62544	09/18/24	YORKE005 YORKE TIRE & AUTO CENTER			547
	24-00123	DPW ALIGNMENTS & A/C REPAIRS	262.60		

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Township of Vernon  
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Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	

10-001	GENERAL/CENTRAL CHECKING	Continued		
Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	129	1	4,740,755.85	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	129	1	4,740,755.85	0.00
22-001	PAYROLL AGENCY			
4892 09/06/24	AFSCM005 A.F.S.C.M.E., NEW JERSEY COUNC			545
24-01015 JULY 2024			1,021.86	
24-01136 AUGUST 2024			1,046.19	
			2,068.05	
4893 09/06/24	LOCAL005 P.B.A. LOCAL 285			545
24-01135 AUGUST 2024			1,600.00	
4894 09/06/24	LOCAL010 U.A.W. LOCAL 2326			545
24-01134 AUGUST 2024			652.80	
4895 09/06/24	POLIC005 POLICE AND FIREMAN'S INS. ASSO			545
24-01133 AUGUST 2024			98.34	
4896 09/06/24	TRANS015 TRANS WORLD ASSURANCE COMPANY			545
24-01137 AUGUST 2024			1,020.00	
Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	5	0	5,439.19	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	5,439.19	0.00
Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	134	1	4,746,195.04	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	134	1	4,746,195.04	0.00



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		Current	Qtr To Date	Year To Date	
Taxable Wages					
Federal Income		343,949.47	1,784,608.55	5,990,925.42	
FICA - Social Security		379,178.95			
FICA - Medicare		379,178.95	1,964,055.60	6,597,674.05	
State Income		403,199.63	2,088,034.45	7,025,971.57	
State Unemployment		73,131.99	556,988.51	4,447,210.74	
State FLI / DIS		398,083.28	2,058,199.61	6,943,822.31	
Amount Your Account Will Be Debited:				151,797.03	
		Employer Share	Employee Share	Total	ADS
Federal Taxes					
Federal Income Tax			39,581.19	39,581.19	*
Social Security 6.200% / 6.200%		23,509.20	23,509.20	47,018.40	*
Medicare 1.450% / 1.450%		5,498.06	5,498.06	10,996.12	*
Total Federal Taxes		29,007.26	68,588.45	97,595.71	
NJ State Taxes					
NJ State Income Tax			16,509.31	16,509.31	*
NJ Unemployment / 0.425%			310.94	310.94	*
NJ Family Leave / 0.090%			358.32	358.32	*
Total NJ State Taxes			17,178.57	17,178.57	
Public Employees Retirement System					
PERS Pension			13,138.98	13,138.98	*
PERS Back Deduction			257.64	257.64	*
PERS Pension Loan			3,916.05	3,916.05	*
PERS Contributory Insurance			875.99	875.99	*
Total PERS Pension			18,188.66	18,188.66	
Police And Firemans Retirement System					
P&F Pension			15,918.52	15,918.52	*
P&F Pension Loan			2,699.71	2,699.71	*
P&F Pension Arrears			100.96	100.96	*
P&F Supplemental Annuity			114.90	114.90	*
Total P&F Pension			18,834.09	18,834.09	
DCRP Contribution					
DCRP Contribution		206.93	281.01	487.94	
Total DCRP Contribution		206.93	281.01	487.94	
Agency / Deductions					
Child Support			353.17	353.17	
Aflac Post Tax			201.22	201.22	
Trans Wo			510.00	510.00	
POL/FIRE			49.17	49.17	
Dues AFSCME D			510.93	510.93	
Dues UAW			332.80	332.80	
Valic 457			5,033.33	5,033.33	
Lincoln 457			600.00	600.00	
Dues PBA			800.00	800.00	
AFLAC Pre Tax			535.83	535.83	
FSA Dependent Care			228.34	228.34	
Medical Pre Tax			22,347.34	22,347.34	
FSA Medical			909.17	909.17	
Total Agency / Deductions			32,411.30	32,411.30	

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	Employer Share	Employee Share	Total	ADS
<b>Net Pay</b>				
Net Checks		9,366.49	9,366.49	
Net Deposits Checking		227,330.97	227,330.97	
Net Deposits Savings		1,886.56	1,886.56	
Partial Checking		5,500.00	5,500.00	
Partial Savings 1		1,750.00	1,750.00	
Partial Savings 2		270.00	270.00	
<b>Total Net Pay</b>		<b>246,104.02</b>	<b>246,104.02</b>	
<b>Grand Totals</b>				
Taxes, Pension, Agency, & Net Pay	29,214.19	401,586.10	430,800.29	
<b>Payroll Funding</b>				
Gross Payroll		401,586.10		
<b>Total Payroll Funding</b>	29,214.19	401,586.10	430,800.29	
<b>Gross Earnings</b>				
Regular		366,557.84	366,557.84	
Overtime		11,950.28	11,950.28	
Adjustment		27.23-	27.23-	
Sgnt Pay		1,247.30	1,247.30	
Sgnt Overtime		272.70	272.70	
Benefit		1,400.12	1,400.12	
On Call		350.00	350.00	
Double Time		342.78	342.78	
Dispatch Lunch		530.00	530.00	
VC Payout		922.45	922.45	
Outside		14,335.68	14,335.68	
Vernon Disability		1,627.82	1,627.82	
Health Care Stipend		1,672.19	1,672.19	
Stipend		104.17	104.17	
Cell Phone		300.00	300.00	
<b>Total Gross Earnings</b>		<b>401,586.10</b>	<b>401,586.10</b>	
<b>Taxable / Non Taxable / Other</b>				
Group Life		1,613.53	1,613.53	
<b>Total Txbl/Non Taxable/Other</b>		<b>1,613.53</b>	<b>1,613.53</b>	
<b>Deductions Summary</b>				
Total Taxes	29,007.26	85,767.02	114,774.28	
Total Pension		37,022.75	37,022.75	
Total DCRP	206.93	281.01	487.94	
Total Agency		32,411.30	32,411.30	
<b>Total Deductions</b>	<b>29,214.19</b>	<b>155,482.08</b>	<b>184,696.27</b>	

**TOWNSHIP OF VERNON**

**RESOLUTION #24-244**

**AUTHORIZING CONTRACTS WITH FOVEONICS DOCUMENT SOLUTIONS  
THROUGH EDUCATIONAL SCHOOLS COMMISSION OF NEW JERSEY (ESCNJ)  
COOPERATIVE CONTRACT #65MCESCCPS**

**WHEREAS** the Township of Vernon may by resolution, and without advertising for bids or obtaining quotations, purchase any goods or services under the Educational Services Commission Cooperative Purchasing System (ESCNJ) Cooperative under the authority of the New Jersey Local Publics Contract Law N.J.S.A .40A: I 1-1 et. seq., and

**WHEREAS** the Township of Vernon joined the ESCNJ Cooperative; and

**WHEREAS**, the Township of Vernon has the need on a timely basis to purchase goods and services utilizing ESCNJ Contract ESCNJ 22/23-11 expiring June 30, 2025, duly authorized under law to extend contract pricing to local units, per N.J.A.C. 5:34-7.1 et. seq.; and

**WHEREAS** the Township intends to enter into for document imaging, destruction, offsite web-based storage and software access of files under ESCNJ Contract ESCNJ 22/23-11 with Foveonics Document Solutions, 88 Grayrock Road, Unit 103, Clinton, New Jersey 08809 and

**WHEREAS** the Chief Financial Officer certifies funding is available in the amount not to exceed \$40,000.00 from account number: C-04-24-008 Various Purpose Capital Ordinance.

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Council of the Township of Vernon, hereby authorizes the Mayor to purchase certain goods and services from Foveonics Document Solutions, under ESCNJ Contract ESCNJ 22/23-11

**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 September 23, 2024 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.						



**Statement of Work  
Vernon Township  
Building Dept.  
Vernon Twp, NJ**



Unit Pricing from ESCNJ Co-Op (Year 5) for  
Document Management for Records Retention and Disposal  
NJ State Approved Co-Op #65MCESCCPS

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3/05/2024

Prepared by:  
Scott D. Fliegel

	Vernon Township Building Department
<i>Project Advocate(s)</i>	Construction Official - Paul Black
<i>Project Title</i>	Back-File Conversion of Permits/Plans
<i>Project Timeline</i>	3 to 4 Months
<i>Begin date</i>	(15-30 ) days after Contract
<i>End date</i>	( 90-120 ) days after Contract

## Summary

The Vernon Township Building Department – (“Client”) would like to digitize their Paper archives. Items include Permits/Plans (currently identified with blue tape) within cabinets / boxes throughout the department. At present, all the Archived Records are being stored onsite within the municipal building. This current method is not desirable due to the following reasons:

### The Client is running out of space.

1. The Client is **not compliant with NJ State procedures** for business continuity and disaster recovery preparedness. The records stored are the only copy and thus the Client is susceptible to fire, flooding, or other unforeseen incidents that would result in the permanent loss of said records. The potential loss of these records is a substantial liability to the Client. Foveonics has an **Approved Migration Path** established with the State of New Jersey. All / any digital items will become the legal article moving forward. If the Client loses that critical data, then access to that information will be lost forever.
  2. **During the Digitization Process** : While Foveonics has possession of the client’s Archives (within our facility), Foveonics will process all OPRA request(s) and scan on demand the pertinent information directly to the department within 24 hours from the request.
  3. **Proof of Concept** : Foveonics has taken samples of documents within the department and provided the client with a proposed solution for evaluation to ensure that our software adheres to their direct needs. Modification and/or customization will be completed as directed by client. **(OCR)** Optical Character Recognition, **Email** directly from template , and **Redaction** are all present within this software solution. Upon acceptance of the **Proof-of-Concept**, Foveonics will adhere to the finalized software template that the department approves / agrees to. All future imports will be loaded into said template demonstrated and agreed upon.
  4. **\*\*All image are developed utilizing “OPEN” Architecture which allows the client to apply said images to any existing/future migration Path within the State of New Jersey. \*\*If the client desires to change vendors (at any time), Foveonics will prepare / deliver a hard drive copy within 7 business days from the client’s original written request.**
- All / Any Small banker’s boxes are equivalent of 1 cubic foot, Large banker’s boxes = 2.5 cubic feet
  - Boxes estimated to average 4800 format images (Small Banker’s Box)
- Inventory Assessment Area of Focus – Storage Room SDL NEW Permits in cabinets**  
**1-99,100-199,200-269,270-299,300-399,400-430,431-464,465-510,511-598, and 599**  
estimated at **(69 boxes)**

Indexing fields by each document type – Has been developed with the Department head and staff and demonstrated on the software template delivered.

***Foveonics has provided/constructed a preliminary sample repository (by document type) for the key associates within the department to review/consider. Upon the final approval/acceptance of the layout of this repository, all future digitized records will adhere to the configuration displayed and approved by the client.***

## Professional Services Agreement Back-File Conversion Services

### Records Inventory & Barcoding

- Foveonics will inventory each box Block/Lot and Street Address
- Foveonics will generate barcodes for the Records

### Document Preparation

- Documents will be prepared for scanning - staples and other bindings will be removed, barcode stickers will be affixed to the first page of the appropriate files, and pages will be aligned in such a way conducive for scanning.

### Document Scanning

- Small and large format documents will be scanned in duplex at 300 DPI as Group IV B&W TIFFs.
- Scanner operators will rescan double feeds, skewed images, and any other images which do not accurately represent the original source.

### Blank Page Removal

- Blank pages will be manually removed by sorting the images according to size and deleting any blank images less than 10 KB.

### Barcode Processing

- Foveonics will utilize their barcode processing software to read the barcodes and create multipage TIFFs for each document.
- The multipage TIFFs will be named by the barcode's alphanumeric characters with large format TIFF files names having a "\_PLAN" suffix and small format TIFF file name having a "\_PERMIT" suffix.

### Quality Assurance

- The multipage TIFF files will be reconciled to the inventory thus ensuring all documents scanned and all barcodes were accurately processed.
- Images will be inspected post-scan and rescans will be performed as necessary.

### Import to DocumentSync

- The TIFF image files will be imported into Foveonics DocumentSync EDMS.
- The Client will be able to search for the files via the World Wide Web.

#### Document Destruction

- The permit applications will be destroyed upon approval from the State of New Jersey and the Client records custodian.
- Foveonics will send a Records Destruction Authorization Form to the Client. Upon receipt of the signed Records Destruction Authorization Form Foveonics will destroy the files using cross shredding document shredders.
- A certificate of destruction will be supplied to the Client once the destruction has been completed.
- 

#### Project Management

All project correspondence, documentation, and timelines will be available through Foveonics' Basecamp project management tool.

#### Client Responsibilities

The Client will review deliverables in a timely manner and alert Foveonics of any concerns should they arise.

#### Change management process

Any changes to the terms or specifications in this Statement of Work must be accepted by both parties in writing as an addendum to this document.

Based on unit pricing from ESCNJ NJ State Approved Co-Op #65MCESCCPS

#### **Construction Department Archives**

Service	Unit	Unit Cost	Estimated Volume	Total
Pickup and Delivery (per box)	Per Pickup or Delivery	\$1.00	69	\$ 69
Preparation of Files	Hourly	\$19.00	348	\$ 6,612
Indexing of Files	Per File	\$0.06	34,356	\$ 2,061.36
Boxing and Labeling	Per Hour	\$19.00	61	\$ 1,159
Imaging of Files (Small Format)	Per Image	\$0.047	336,400	\$ 15,810.80
OCR Optical Character Recognition	Per Image	\$ .005	336,400	\$ 1,682.00
Sorting of Blueprints		\$19.00	150	\$ 2,850
Quality Assurance	Per Hour	\$19.00	123	\$ 2,337
Imaging of Files (Large Format)	Per Image	\$0.55	7190	\$ 3,954.55
Total				\$ 36,535.71

**Reoccurring Software Expense**

<b>SOFTWARE CHARGES</b> (per year)				
<b>Web Based (Yearly Charge)</b>	Per Repository \$35 per repository X 2 for Large/Small Format	\$35.00	12 Months	<b>\$ 840 per year</b>
<b>Off Site Web Based Storage (Yearly Charge) 230G</b>	Per GB 10.0 X 6.0 Gig amount X 12 months	\$10.00	2.8	<b>\$ 336.00 per year</b>
<b>Yearly Software Cost</b>				<b>\$ 1,176.00 per year</b>
<b>Set-up &amp; Training (one time fee)</b>	Hourly	\$ 350		<b>\$ 350 per session</b>

**Acceptance of this Proposal****Name** \_\_\_\_\_**Title** \_\_\_\_\_**Email** \_\_\_\_\_**Date** \_\_\_\_\_**\$36535.71    One Time Expense****\$1176.00    Annual charge****\$350.00    Per Session****\$38,061.71**

*Purchase Order Assigned for total amount of One time Digitization/Annual software costs including storage and training (per session)*

**Purchasing Department Contact****Name** \_\_\_\_\_**Title** \_\_\_\_\_**Email** \_\_\_\_\_**Purchase Order #** \_\_\_\_\_



**TOWNSHIP OF VERNON**

**RESOLUTION #24-245**

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

**WHEREAS**, on June 24, 2024, by way of adoption of Resolution #24-193, the Council of the Township of Vernon awarded a contract to Road Safety Systems, LLC for Milling & Paving on Various Roads which contract provided for an expenditure of \$183,005.00 and

**WHEREAS**, in an email dated September 16, 2024, the Township Engineer states that the contract requires a Change Order #1 by the reduction of 2 (two) items in amount of \$7,600.00 and the addition of 3(three) extra items in amount of \$8,180.00; and

**WHEREAS**, the Township Engineer, in concurrence with the Mayor, recommends approving Change Order No. 1 resulting in an increase of \$580.00 to final contract amount of \$183,585.00.

**WHEREAS**, the Certified Municipal Finance Officer of the Township of Vernon has certified that the funds for these contracts are available in Account #C-04-24-010-01.

**NOW THEREFORE BE IT RESOLVED**, by the Council of the Township of Vernon that it hereby approves the Township Engineer's recommendations and authorizes the Mayor to execute said Change Order No. 1 for said project resulting in the final contract amount of \$678,418.09 for said project; and

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

Certification of Funds  
Account: C-04-24-010-01  
Amount: \$580.00

CMFO Signature: \_\_\_\_\_

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on September 23, 2024 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  
21 Church Street  
Vernon, NJ 07462  
Phone: (973)764-4055  
Fax: (973)764-4799

**SHIP TO**

ADMINISTRATION  
VERNON TOWNSHIP  
21 CHURCH STREET  
VERNON, NJ 07462

**VENDOR**

Vendor #: FLEM005

JOHN T FLEMING  
D/B/A RD SAFETY SYSTEMS, LLC  
12 PARK DR  
SHAMONG, NJ 08088

**Purchase Order**

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKING LISTS, CORRESPONDENCE, ETC.

NO. 24-00982

ORDER DATE: 07/23/24

DELIVERY DATE: 07/19/24

STATE CONTRACT: MCCPC#26

F.O.B. TERMS:

VENDOR ACCT NUM:

VENDOR PHONE #:

VENDOR FAX #:

REQUISITION #: R2401684

**PAYMENT RECORD**

CHECK NO.

DATE PAID

NOTICE: TAX EXEMPT - TAX ID: 22-6002358

QUANTITY	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL
1.00	2024 Various St Improvements Res #24-193  Gulde Rails	C-04-24-010-01	183,005.0000	183,005.00
			TOTAL	183,005.00
	<b>DRAWDOWN NO. 1 &amp; FINAL FOR WORK COMPLETED THROUGH 9/9/2024 AS SHOWN ON ESTIMATE CERTIFICATE NO. 1 &amp; FINAL (ATTACHED) ORIGINAL CONTRACT AMOUNT ADJUSTED CONTRACT AMOUNT BASED ON CHANGE ORDER NO. 1 WORK COMPLETED THROUGH 9/9/2024 LESS PREVIOUS PAYMENTS AMOUNT DUE THIS DRAWDOWN</b>		\$183,005.00  \$183,585.00 \$183,585.00 \$ 0.00	<u>\$183,585.00</u>

**APPROVED FOR PURCHASE**

QUALIFIED PURCHASING AGENT

BUSINESS ADMINISTRATOR/MAYOR

**CERTIFICATION OF FUNDS**

CHIEF FINANCIAL OFFICER

**VENDOR'S CERTIFICATION & DECLARATION**

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPT. HEAD

DATE

X

**Vendor sign & return here**

**HAROLD E. PELLOW and ASSOCIATES, INC.**  
Consulting Engineers, Planners and Land Surveyors  
17 Plains Road, Augusta, NJ 07822-2009  
(973) 948-6463; (973) 948-2916 (fax)

**Estimate Certificate No. 1 & Final**

<b>Date:</b>	For Work Completed Through September 9, 2024
<b>Project:</b>	Proposed Improvements to Various Streets (Cliffwood Lake, Pleasant Valley Drive, Lake Conway, & Margaret Lane) - Guide Rail
<b>Owner:</b>	Township of Vernon, Municipal Building, 21 Church Street, Vernon, NJ 07462
<b>Contractor:</b>	Road Safety Systems, LLC, 12 Park Drive, Shamong, NJ 08088

Item No.	Description	Unit Measure	Original Contract Quantity	Extra or Supplemental Quantity	Reduction Quantity	Adjusted Quantity	Quantity to Date	Unit Price Totals	Total Amt. to Date of Final
13	Removal of Beam Guide Rail	Lin. Ft.	2,935	40		2,995	2,995	\$ 7.00	\$ 20,965.00
14	Beam Guide Rail	Lin. Ft.	1,780	25		1,805	1,805	\$ 36.00	\$ 64,980.00
15	Tangent Guide Rail Terminal, 50' Long	Unit	22	2		24	24	\$ 3,500.00	\$ 84,000.00
16	Tangent Guide Rail Terminal, 25' Long	Unit	5		2	3	3	\$ 3,500.00	\$ 10,500.00
17	Delineators, Butterfly Reflectors	Unit	74			74	74	\$ 10.00	\$ 740.00
18	Extra Posts, for Obstruction (if & Where)	Unit	20		4	16	16	\$ 150.00	\$ 2,400.00
<b>TOTAL:</b>									<b>\$ 183,585.00</b>

Recommended for Approval	_____ Inspector
Approved by	_____ Municipal Engineer

Original Contract \$ 183,005.00  
Total Extra & Supplemental \$ 8,180.00  
Total Reduction \$ 7,600.00  
Total Adjusted Contract \$ 183,585.00  
(Based on Change Order No. 1)

Total Cost of Construction \$ 183,585.00  
Less Retainage of 0% \$ -  
Less Previous Payments \$ -

**PAYMENT NOW DUE:**

**\$ 183,585.00**

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

**CHANGE ORDER NUMBER - 1**

<b>Project</b>	PROPOSED IMPROVEMENTS TO VARIOUS STREETS ( <i>Cliffwood Lake, Pleasant Valley Drive, Lake Conway, &amp; Margaret Lane</i> ) - <b>GUIDE RAIL</b>
<b>Municipality</b>	TOWNSHIP OF VERNON, MUNICIPAL BUILDING, 21 CHURCH STREET, VERNON, NJ 07462
<b>County</b>	SUSSEX
<b>Contractor</b>	ROAD SAFETY SYSTEMS, LLC, 12 PARK DRIVE, SHAMONG, NJ 08088

In accordance with the project Supplementary Specification, the following are changes in the contract.

**Location and Reason for Change** (Attach additional sheets if required) -

**Location** Various streets as noted above.  
**Reason** As-built quantities.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY (+/-)</u>		<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>EXTRA</u>					
13	REMOVAL OF BEAM GUIDE RAIL	40	LIN. FT.	\$7.00	\$280.00
14	BEAM GUIDE RAIL	25	LIN. FT.	\$36.00	\$900.00
15	TANGENT GUIDE RAIL TERMINAL, 50' LONG	2	UNITS	\$3,500.00	\$7,000.00
Total EXTRA:					<u>\$8,180.00</u>
<u>REDUCTION</u>					
16	TANGENT GUIDE RAIL TERMINAL, 25' LONG	2	UNITS	\$3,500.00	\$7,000.00
18	EXTRA POSTS, FOR OBSTRUCTION (IF & WHERE)	4	UNITS	\$150.00	\$600.00
Total REDUCTION:					<u>\$7,600.00</u>

AMOUNT OF ORIGINAL CONTRACT:	<u>\$183,005.00</u>	EXTRA:	<u>\$8,180.00</u>
ADJUSTED AMOUNT BASED ON CHANGE ORDER NO. 1:	<u>\$183,585.00</u>	SUPPLEMENTAL:	<u>\$0.00</u>
% CHANGE IN CONTRACT: [(+) Increase or (-) Decrease]	<u>+ 0.32%</u>	REDUCTION:	<u>\$7,600.00</u>
		TOTAL CHANGE:	<u>\$580.00</u>

_____ (Engineer)	_____ (Date)
_____ (Presiding Officer)	_____ (Date)
_____ (Contractor)	_____ (Date)

**TOWNSHIP OF VERNON**

**RESOLUTION #24-246**

**RESOLUTION OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF  
NEW JERSEY, AUTHORIZING CONTRACT THROUGH  
BERGEN COUNTY COOPERATIVE PRICING SYSTEM #206BCPS – FOR STRYKER  
MEDICAL #438-22 BID #22-14**

**WHEREAS**, the Township of Vernon may by resolution, and without advertising for bids or obtaining quotations, purchase any goods or services as per N.J.S.A. 40A:11-11, under the Bergen County Cooperative Pricing System (#206BCPS); and

**WHEREAS**, the Township has the need on a timely basis to purchase goods and services utilizing Bergen County Cooperative Pricing System Contract for Stryker Medical #438-22, Bid 22-14, duly authorized under law to extend contract pricing to local units, per N.J.A.C. 5:34-7 et. Seq.; and

**WHEREAS**, the Township intends to enter into contract for procurement of medical equipment, to wit:

two (2) LUCAS 3, v3.1 Chest Compression System and accessories	\$39,377.30
one (1) 6507 POWER PRO 2 stretcher and accessories	\$67,624.38
;and	

**WHEREAS** the final proposed cost under cooperative from Stryker is \$107,001.68; and

**WHEREAS**, the Chief Financial Officer has certified that funds in the amount of \$107,001.68 are available in line item C-04-24-010 Bond Ordinance 24-10 Various Purposes.

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

1. That the Township Administrator hereby is authorized to procure two (2) LUCAS 3, v3.1 Chest Compression System and accessories (\$39,377.30), and one (1) 6507 POWER PRO 2 stretcher and accessories (\$67,624.38) for a total amount of \$107,001.68, for the public safety health and welfare, consistent with the terms and conditions of bid 22-14 Bergen County Cooperative Pricing System

**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 September 23, 2024 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 #24-247**

**AUTHORIZING CHANGE ORDER #1 OF CONTRACT FOR PROPOSED  
IMPROVEMENTS OF VARIOUS ROADS WITHIN VERNON TOWNSHIP  
WITH RIVERVIEW PAVING, INC.**

**WHEREAS**, on June 24, 2024, by way of adoption of Resolution #24-190, the Council of the Township of Vernon awarded a contract to Riverview Paving, Inc. for Milling & Paving on Various Roads which contract provided for an expenditure of \$644,303.68 and

**WHEREAS**, in a memo dated September 7, 2024, the Township Engineer states that the contract requires a Change Order #1 by the reduction of 4 (four) items in amount of \$34,312.90 and the addition of 2(two) extra items in amount of \$43,547.31 and 1 (one) supplemental item in amount of \$24,880.00; and

**WHEREAS**, the Township Engineer, in concurrence with the Mayor, recommends approving Change Order No. 1 resulting in an increase to final contract amount of \$678,418.09.

**WHEREAS**, the Certified Municipal Finance Officer of the Township of Vernon has certified that the funds for these contracts are available in Account #C-04-24-010-01.

**NOW THEREFORE BE IT RESOLVED**, by the Council of the Township of Vernon that it hereby approves the Township Engineer's recommendations and authorizes the Mayor to execute said Change Order No. 1 for said project resulting in the final contract amount of \$678,418.09 for said project; and

**BE IT FURTHER RESOLVED** that certified copies of this Resolution be forwarded to Riverview Paving, Inc. and the Township Engineer.

Certification of Funds  
Account: C-04-24-010-01  
Amount: \$34,114.41

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 September 23, 2024 at 7:00 pm in the Vernon Municipal Center.

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

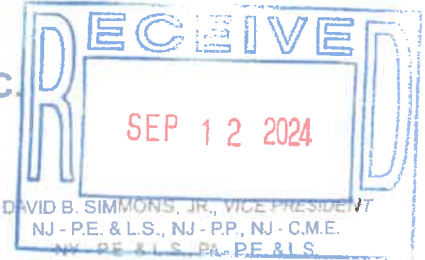


**VERNON TOWNSHIP COUNCIL**

<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



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.

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

ANN PELLOW WAGNER  
NJ - C.L.A., VA - C.L.A., PA - C.L.A.  
(6/26/84 - 7/27/89)

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

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

September 7, 2024

VIA E-MAIL

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

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

**SUBJECT:** Proposed Improvements to Various Streets – 2024  
(Cliffwood Lake, Pleasant Valley Drive, Lake Conway, & Margaret Lane) –  
Milling & Paving  
Township of Vernon, Sussex County  
HPA No. 24-234

Dear Mayor,

Enclosed herewith please find the following payment documents for Riverview Paving, Inc. in reference to the above project:

1. Copy of Vernon Township Purchase Order No. 24-00984, Drawdown No. 1, in the amount of \$664,849.73 due Riverview Paving, Inc. for work completed through August 1, 2024.
2. Estimate Certificate No. 1 reflecting quantities used through August 1, 2024.
3. Three (3) copies of Change Order No. 1 which reflect an adjusted contract amount of \$678,418.09. Kindly have an authorized Township representative sign and date all three copies on the line indicated *Presiding Officer*. Retain one copy for your file and **return the remaining two copies to this office**. We will forward one copy to Riverview Paving, Inc. and retain one copy for our records.

Please ensure that Riverview Paving, Inc. has provided all up-to-date payroll certifications prior to issuing payment to them for this project.

Very truly yours,

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

CLS:mac  
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\24-234 - 2024 VARIOUS STREETS RESURFACING\MILLING & PAVING\GROSS\2.DOC

Enclosures

cc: Riverview Paving, Inc.

**HAROLD E. PELLOW and ASSOCIATES, INC.**  
**17 Plains Road**  
**Augusta, NJ 07822**  
**CHANGE ORDER NUMBER - 1**

<b>Project</b>	PROPOSED IMPROVEMENTS TO VARIOUS STREETS ( <i>Cliffwood Lake, Pleasant Valley Drive, Lake Conway, &amp; Margaret Lane</i> ) - <b>MILLING &amp; PAVING</b>
<b>Municipality</b>	TOWNSHIP OF VERNON, MUNICIPAL BUILDING, 21 CHURCH STREET, VERNON, NJ 07462
<b>County</b>	SUSSEX
<b>Contractor</b>	RIVERVIEW PAVING, INC., 859 WILLOW GROVE STREET, HACKETTSTOWN, NJ 07840

In accordance with the project Supplementary Specification, the following are changes in the contract.

**Location and Reason for Change** (Attach additional sheets if required) -

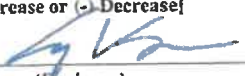
**Location** Various Streets, Vernon Township  
**Reason** See below.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY (+/-)</u>		<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>REDUCTION</u>					
3	FUEL PRICE ADJUSTMENT <i>As per NJDOT Fuel Price Index.</i>	100%	L.S.	\$7,025.00	\$7,025.00
4	ASPHALT PRICE ADJUSTMENT <i>As per NJDOT Asphalt Price Index.</i>	100%	L.S.	\$5,050.00	\$5,050.00
3R	FUEL PRICE ADJUSTMENT <i>As per NJDOT Fuel Price Index.</i>	100%	L.S.	\$13,367.19	\$13,367.19
4R	ASPHALT PRICE ADJUSTMENT <i>As per NJDOT Asphalt Price Index.</i>	100%	L.S.	\$8,870.71	\$8,870.71
Total REDUCTION:					\$34,312.90
<u>EXTRA</u>					
1	MILLING, 2" THICK <i>As-built quantity.</i>	5,107	Sq. Yd.	\$2.81	\$14,350.67
2	HOT MIX ASPHALT 9.5M64 SURFACE COURSE 2" THICK <i>As-built quantity.</i>	373.12	TONS	\$78.25	\$29,196.64
Total EXTRA:					\$43,547.31
<u>SUPPLEMENTAL</u>					
5S	HOT MIX ASPHALT BERM CONSTRUCTION <i>As-built quantity.</i>	4,976	Lin.Ft.	\$5.00	\$24,880.00
Total SUPPLEMENTAL:					\$24,880.00

AMOUNT OF ORIGINAL CONTRACT: \$644,303.68

ADJUSTED AMOUNT BASED ON  
CHANGE ORDER NO. 1: \$678,418.09

% CHANGE IN CONTRACT: 5.29%  
 [(+) Increase or (-) Decrease]

  
 (Engineer)

9/9/24  
 (Date)

(Presiding Officer)  
  
 (Contractor)

(Date)  
9/3/2024  
 (Date)

EXTRA: \$43,547.31

SUPPLEMENTAL: \$24,880.00

REDUCTION: \$34,312.90

TOTAL CHANGE: \$34,114.41

**TOWNSHIP OF VERNON**  
**RESOLUTION #24-248**  
**REFUND OVERPAYMENT DUE TO STATE TAX COURT JUDGMENT**  
**(515 Vernon Property LLC) - (BLOCK 413 LOT 10)**

**WHEREAS**, a Tax Court Judgment has been favorably awarded for the year 2023 and,

**WHEREAS**, such Judgment has resulted in an overpayment of 2023 property taxes for Block 413 Lot 10 also known as 525 Rt. 515, Vernon, New Jersey.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the Township of Vernon, to authorize the Tax Collector to refund the 2023 overpayment in the amount of \$6,523.99 to Zipp & Tannenbaum, LLC, Attorney Trust Account.

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

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on September 23, 2024 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  
Tax Collector

**TOWNSHIP OF VERNON**

**RESOLUTION #24-249**

**RESOLUTION AUTHORIZING LEASING OF CERTAIN VEHICLES FOR THE  
DEPARTMENT OF POLICE THROUGH SOURCEWELL  
NATIONAL COOPERATIVE #060618-EFM THROUGH ENTERPRISE  
FLEET MANAGEMENT SERVICES INC.  
(Quote No. 8290694; 1 x Diamond Black)**

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

**WHEREAS**, the governing body of Vernon Township approved in Resolution 19-164 authorizing leasing of certain vehicles through Sourcewell National Cooperative #060618-EFM through Enterprise Fleet Management Services, Inc., and this is an extension of that resolution; and

**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 National Cooperative Contract is hereby approved for municipalities, and;

**WHEREAS**, the Township of Vernon has the need to procure certain vehicles through lease program for Township services 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 #060618-EFM for Enterprise Fleet Management Services Inc.; and

**WHEREAS**, the cost savings determination as required under LFN 2012-10 is the cost of contract as there is currently no cooperative lease program in effect under the New Jersey Division of Purchase and Property; and

**WHEREAS**, the quoted cost under the Sourcewell National contract is \$43,406.88 (Quote No. 8290694); and

**WHEREAS**, that the governing body of Vernon Township pursuant to NJAC 5:30-5.5(b) (the certification of available funds), states that the Chief Finance Officer shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

**NOW THEREFORE BE IT RESOLVED THAT**, the Business Administrator is hereby directed to effectuate the contract with Enterprise Fleet Management Services Inc. under Sourcewell contract #060618-EFM in accord with the provisions of the tenets as established within 40A:11-1 et. Seq.,

## 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 September 23, 2024 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.						



Prepared For: Township Of Vernon  
Haw, Jason

Date 09/17/2024  
AE/AM MKC/SSI

## Unit #

Year 2024 Make Jeep Model Grand Cherokee

Series Laredo 4dr 4x4

Vehicle Order Type In-Stock Term 48 State NJ Customer# 591495

\$ 41,894.00		Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00	*	Sales Tax <u>6.6250%</u> State <u>NJ</u>
\$ 159.00	*	Initial License Fee
\$ 0.00		Registration Fee
\$ 0.00		Other: (See Page 2)
\$ 0.00		Capitalized Price Reduction
\$ 0.00		Tax on Capitalized Price Reduction
\$ 0.00		Gain Applied From Prior Unit
\$ 0.00	*	Tax on Gain On Prior
\$ 0.00	*	Security Deposit
\$ 0.00	*	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

\$ 41,894.00	Total Capitalized Amount (Delivered Price)
\$ 691.25	Depreciation Reserve @ <u>1.6500%</u>
\$ 213.06	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>

**\$ 904.31 Total Monthly Rental Excluding Additional Services**

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment  
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program <sup>3</sup> Contract Miles 0  
Incl: # Brake Sets (1 set = 1 Axle) 0

**\$ 0.00 Additional Services SubTotal**

\$ 0.00 Sales Tax 6.6250%

**\$ 904.31 Total Monthly Rental Including Additional Services**

\$ 8,714.00 Reduced Book Value at 48 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

**Order Information****Driver Name**

**Exterior Color** (0 P) Diamond Black Crystal Pearlcoat

**Interior Color** (0 I) Global Black w/Cloth Seats or Capri Lea

**Lic. Plate Type** Unknown

**GVWR** 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.00 Per Mile

# Tires 0

Loaner Vehicle Not Included

State NJ

Quote based on estimated annual mileage of 20,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Township Of Vernon

BY

TITLE

DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Other Totals

Description	(B)illed or (C)apped	Price
Estimated Delivery	B	\$ 500.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 500.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 500.00



VEHICLE INFORMATION:

2024 Jeep Grand Cherokee Laredo 4dr 4x4 - US

Series ID: WLJH74

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$39,234	\$40,035.00
Total Options	\$3,307.00	\$3,385.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$44,336.00	\$45,215.00

SELECTED COLOR:

Exterior:

PXJ-(0 P) Diamond Black Crystal Pearlcoat

Interior:

X7-(0 I) Global Black w/Cloth Seats or Capri Leatherette/Suede Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
23A	Quick Order Package 23A Laredo	NC	NC
4UQ	T3AC	\$125.00	\$0.00
7M9	New Jersey Cost Surcharge	\$115.00	\$0.00
ABR	Trailer Tow Package	\$896.00	\$995.00
AJ	Cloth Seats	STD	STD
ALW	Luxury Tech Group I	\$1,616.00	\$1,795.00
APA	Monotone Paint	STD	STD
BAD	180 Amp Alternator	Included	Included
DFW	Transmission: 8-Speed Automatic 8HP50	NC	NC
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
JHC	Rain Sensitive Windshield Wipers	Included	Included
JKJ	Automatic Headlamp Levelling System	Included	Included
JKV	115V Auxiliary Power Outlet	Included	Included
JPM	Heated Front Seats	Included	Included
JRC	Power Liftgate	Included	Included
LA5	Selectable Tire Fill Alert	Included	Included
MDA	Front License Plate Bracket	NC	NC
MDY	Secondary Active Grille Shutters	Included	Included
NAS	50 State Emissions	NC	NC
NHS	Heated Steering Wheel	Included	Included
NMC	Heavy-Duty Engine Cooling	Included	Included
PXJ_02	(0 P) Diamond Black Crystal Pearlcoat	\$536.00	\$595.00
RFX	Wireless Charging Pad	Included	Included
SDA	Normal Duty Suspension	STD	STD
SES	Rear Load Levelling Suspension	Included	Included
TBP	Full-Size Spare Tire	Included	Included
TSB	Tires: P245/70R17 BSW A/S	STD	STD
UBR	Radio: Uconnect 5 w/8.4" Display	STD	STD
W1C	18" Full-Size Steel Spare Wheel	Included	Included
WF5	Wheels: 17" x 6.5" Fully Painted Aluminum	STD	STD
X7_02	(0 I) Global Black w/Cloth Seats or Capri Leatherette/Suede Seats	NC	NC
XBM	Remote Start System	Included	Included



CODE	DESCRIPTION	INVOICE	MSRP
XF2	7 & 4-Pin Wiring Harness	Included	Included
XFH	Class IV Receiver Hitch	Included	Included
XNQ	Trailer Hitch Zoom	Included	Included
YGW	5.5 Additional Gallons of Gas	\$19.00	\$0.00
Z1A	GVWR: 6,050 lbs	STD	STD

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Spoiler: rear lip spoiler  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip  
Front Bumper Insert: chrome front bumper insert  
Rear Bumper Insert: chrome rear bumper insert  
Front License Plate Bracket: front license plate bracket  
Body Material: galvanized steel/aluminum body material  
Roof Rack: rails only  
: class IV trailering with harness, hitch  
Body Side Cladding: black bodyside cladding  
Fender Flares: black fender flares  
Grille: chrome grille

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Console Ducts: console ducts  
Voice Activated A/C: voice activated air conditioning  
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control w/Stop & Go adaptive  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with driver and passenger 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Valet Key: valet function  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Remote Engine Start: remote start - keyfob and smart device (subscription required)  
Steering Wheel: heated steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors  
Emergency SOS: emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
IP Storage: covered bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets  
AC Power Outlet: 1 120V AC power outlet

### Entertainment Features:

radio: SiriusXM AM/FM/Satellite-prep with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: 4G LTE Wi-Fi Hot Spot internet access  
1st Row LCD: 2 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps

Auto-levelling Headlights: auto-leveling headlights

Front Wipers: variable intermittent rain detecting wipers speed-sensitive wipers wipers

Rear Window wiper: fixed interval rear window wiper with heating wiper park

Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows

Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights

Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance

Tachometer: tachometer

Voltmeter: voltmeter

Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Park Distance Control: ParkSense with Stop rear parking sensors

Trip Computer: trip computer

Trip Odometer: trip odometer

Lane Departure Warning: lane departure

Blind Spot Sensor: blind spot

Front Pedestrian Braking: front pedestrian detection

Following Distance Indicator: following distance alert

Forward Collision Alert: forward collision

Oil Pressure Gauge: oil pressure gauge

Water Temp Gauge: water temp. gauge

Oil Temp Gauge: oil temperature gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Engine Hour Meter: engine hour meter

Clock: in-radio display clock

Systems Monitor: driver information centre

Check Control: redundant digital speedometer

Rear Vision Camera: rear vision camera

Oil Pressure Warning: oil-pressure warning

Water Temp Warning: water-temp. warning

Battery Warning: battery warning

Low Coolant Warning: low-coolant warning

Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Bulb Failure Warning: bulb-failure warning

Door Ajar Warning: door-ajar warning

Trunk Ajar Warning: trunk-ajar warning

Brake Fluid Warning: brake-fluid warning

Turn Signal On Warning: turn-signal-on warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: spare tire mounted inside under cargo

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Fuel Flap Locking Type: locking fuel flap included with power door locks  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: Sentry Key immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Electronic Stability: electronic stability stability control with anti-rollover  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints with tilt  
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints  
Rear Headrest Control: 2 rear head restraints  
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Front Heated Cushion: driver and passenger heated-cushions  
Front Heated Seatback: driver and passenger heated-seatbacks  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: power reclining driver and manual reclining passenger seats  
Driver Lumbar: power 4-way driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Fold Flat Passenger Seat: fold flat passenger seat  
Front Centre Armrest Storage: front centre armrest with storage  
Rear Seat Type: rear manual reclining 60-40 split-bench seat  
Rear Folding Position: rear seat fold-forward seatback  
Leather Upholstery: cloth front and rear seat upholstery  
Door Trim Insert: vinyl door panel trim  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert  
Overhead Console Insert: piano black overhead console insert  
Shift Knob Trim: chrome shift knob  
LeatherSteeringWheel: leatherette steering wheel  
Floor Mats: carpet front and rear floor mats  
Interior Accents: chrome/metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Tie Downs: cargo tie-downs  
Cargo Light: cargo light  
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

**TOWNSHIP OF VERNON**

**RESOLUTION #24-250**

**AUTHORIZING CHANGE ORDER #1 OF CONTRACT FOR PROPOSED  
IMPROVEMENTS OF MAPLE GRANGE LOWER PARKING LOT  
WITH RIVERVIEW PAVING, INC.**

**WHEREAS**, on June 24, 2024, by way of adoption of Resolution #24-192, the Council of the Township of Vernon awarded a contract to Riverview Paving, Inc. for Milling & Paving of Maple Grange Park Lower Parking Lot which contract provided for an expenditure of \$57,247.50 and

**WHEREAS**, in a memo dated August 29, 2024, the Township Engineer states that the contract requires a Change Order #1 by the reduction of 3 (three) items in amount of \$6,333.97 and the addition of 1 (one) supplemental item in amount of \$1,425.00 resulting in decreased contract amount of \$52,338.53; and

**WHEREAS**, the Township Engineer, in concurrence with the Mayor, recommends approving Change Order No. 1 resulting in decreased final contract amount to \$52,338.53.

**NOW THEREFORE BE IT RESOLVED**, by the Council of the Township of Vernon that it hereby approves the Township Engineer's recommendations and authorizes the Mayor to execute said Change Order No. 1 for said project resulting in the final contract amount of \$52,338.53 for said project; and

**BE IT FURTHER RESOLVED** that certified copies of this Resolution be forwarded to Riverview Paving, Inc. and the Township Engineer.

**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 September 23, 2024 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

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.

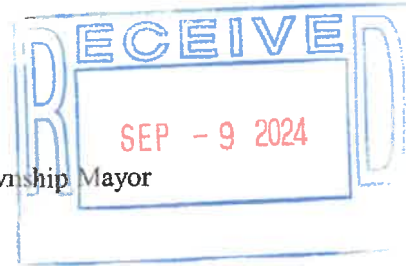
ANN PELLOW WAGNER  
NJ - C.L.A., VA - C.L.A., PA - C.L.A.  
(5/26/84 - 7/27/89)

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.

August 29, 2024



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

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

**SUBJECT:** Maple Grange Park Lower Parking Lot Resurfacing  
Township of Vernon, Sussex County  
HPA No. 23-392

Dear Mayor,

Enclosed herewith please find the following payment documents for Riverview Paving, Inc. in reference to the above project:

1. Copy of Vernon Township Purchase Order No. 24-00926, Drawdown No. 1, in the amount of \$51,291.76 due Riverview Paving, Inc. for work completed through August 1, 2024.
2. Estimate Certificate No. 1 reflecting quantities used through August 1, 2024.
3. Three (3) copies of Change Order No. 1 which reflect an adjusted contract amount of \$52,338.53. Kindly have an authorized Township representative sign and date all three copies on the line indicated *Presiding Officer*. Retain one copy for your file and **return the remaining two copies to this office**. We will forward one copy to Riverview Paving, Inc. and retain one copy for our records.

Please ensure that Riverview Paving, Inc. has provided all up-to-date payroll certifications prior to issuing payment to them for this project.

Very truly yours,

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

CLS:mec  
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\23-392 - MAPLE GRANGE PARK LOWER PARKING LOT RESURFACING\MILLING & PAVING\RIVERVIEW PAVING\GROSSI2.DOC

Enclosures

cc: Riverview Paving, Inc.

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

**CHANGE ORDER NUMBER - 1**

<b>Project</b>	MAPLE GRANGE PARK LOWER PARKING LOT RESURFACING
<b>Municipality</b>	TOWNSHIP OF VERNON, MUNICIPAL BUILDING, 21 CHURCH STREET. VERNON, NJ 07462
<b>County</b>	SUSSEX
<b>Contractor</b>	RIVERVIEW PAVING, INC., 859 WILLOW GROVE STREET. HACKETTSTOWN, NJ 07840

In accordance with the project Supplementary Specification, the following are changes in the contract.

**Location and Reason for Change** (Attach additional sheets if required) -

**Location** Maple Grange Park Lower Parking Lot Resurfacing  
**Reason** See below.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY (+/-)</u>		<u>UNIT PRICE</u>	<u>AMOUNT</u>
	<b><u>REDUCTION</u></b>				
2	HMA 9.5M64 SURFACE COURSE, 2" THICK <i>As-built quantity.</i>	58.81	TON	\$78.25	\$4,601.88
3R	FUEL PRICE ADJUSTMENT <i>As per NJDOT Fuel Price Index.</i>	100%	L.S.	\$ 1,057.31	\$1,057.31
4R	ASPHALT PRICE ADJUSTMENT <i>The Asphalt Price Index was \$603.00/ton when bid, and when paved in second half of jULY 2024, it was \$579.00/ton, or a \$24.00/ton decrease. Therefore, the price escalation for Item #2R is 511.19 tons (0.055 amount of oil in asphalt) = 28.116 (\$24.00) = \$674.78</i>	100%	L.S.	\$ 674.78	\$ 674.78
<b>Total REDUCTION:</b>					<b>\$6,333.97</b>
	<b><u>SUPPLEMENTAL</u></b>				
5S	BERM CONSTRUCTION <i>As-built quantity.</i>	285	LIN. FT.	\$ 5.00	\$ 1,425.00
<b>Total SUPPLEMENTAL:</b>					<b>\$ 1,425.00</b>

AMOUNT OF ORIGINAL CONTRACT: \$57,247.50

ADJUSTED AMOUNT BASED ON  
CHANGE ORDER NO. 1: \$52,338.53

% CHANGE IN CONTRACT: - 8.57%  
 [(+) Increase or (-) Decrease]

  
 (Engineer) 9/3/24  
 (Date)

(Presiding Officer) \_\_\_\_\_  
 (Contractor)   
 (Date) 8/27/2024  
 (Date)

EXTRA: \$0.00

SUPPLEMENTAL: \$1,425.00

REDUCTION: \$6,333.97

TOTAL CHANGE: (\$4,908.97)



**TOWNSHIP OF VERNON**  
**SUSSEX COUNTY, NEW JERSEY**

**RESOLUTION #24-251**

**RESOLUTION AUTHORIZING AGREEMENT WITH CLAIMS COMPENSATION  
BUREAU TO PURSUE CLASS ACTION FUNDS FOR EMV CHIP FEES, DISCOVER  
CARD FEES AND OTHER POTENTIAL INTERCHANGE FEES**

**WHEREAS**, the Township of Vernon ("Township") has been notified by Claims Compensation Bureau, LLC ("CCB") that it may be eligible to recover class action settlement funds in connection with improper EMV Chip and Discover Card interchange fees; and

**WHEREAS**, the Township has received a proposed Claim Services Agreement from CCB that would allow CCB to seek out said settlement funds on behalf of the Township, a copy of which is attached hereto as **Exhibit A**; and

**WHEREAS**, the Claim Services Agreement would allow the Township to approve its participation in additional cases brought by CCB electronically and without additional governing body approval; and

**WHEREAS**, the Township finds that electronic approval by the Township Administrator of the Township's participation in additional cases regarding interchange fees, without the need for separate governing body approval, is acceptable.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the Township of Vernon that the Mayor and Township Clerk are hereby authorized to execute a Claim Services Agreement between the Township and CCB in substantially the format attached hereto as **Exhibit A**.

**BE IT FURTHER RESOLVED** that this Resolution shall be effective immediately upon adoption by the Township Council.

**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 September 23, 2024 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.						

## CLAIMS SERVICES AGREEMENT

Claims Compensation Bureau, LLC, located at 130 Corporate Blvd., Norfolk, VA 23502 ("CCB"), and \_\_\_\_\_, located at \_\_\_\_\_ (Taxpayer ID#: \_\_\_\_\_) (the "Client"), as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), and in consideration of the mutual benefits accruing and expected to accrue hereunder, agree to be bound by the following agreement ("Agreement"):

1. During this Agreement, and subject to the notification procedure provided herein, CCB will act as exclusive agent for Client and all of its related entities, subsidiaries, affiliates, locations, and any successors-in-interest, to complete and file class action claims ("Claims") for all matters that Client authorizes as detailed herein ("Litigation"). CCB will use its best efforts to notify Client in writing of any Litigation. Client will authorize CCB in writing if Client desires CCB to file Claims for the Litigation subject to the notice. With the execution of this Agreement, authorization is deemed given by Client for CCB to file claims with respect to B&R Supermarket, Inc. et al., v. Visa Inc., et al., Case No. 17-cv-02738 (E.D.N.Y) and with respect to class actions relating to the interchange fee(s) charged by Discover, its affiliates and/or their parent company Discover Financial Services, including Lemmos Pizzeria LLC v. Discover Financial Services, Case No. 1:23-cv-14250 (N.D. Ill.) case. Client authorizes CCB to request information necessary for the completion of claim forms from Client or any third parties, to execute and file claim forms and to correspond with the claims administrators. This Agreement does not obligate CCB to file Claims if Client or the third parties do not provide CCB with the information necessary for the filing of a complete Claim or Client does not qualify. Client is under no obligation or subject to any payment or fee if Client does not notify CCB in writing that Client desires CCB to file Claims for the Litigation subject to the notice.
2. Client agrees (a) to pay CCB a fee equal to thirty percent (30%) of the proceeds collected from the Client's share of the Claim(s) ("Fees"); and (b) that proceeds from each Claim will be paid to CCB and deposited into CCB's bank account; after which CCB will deduct its Fees and forward the net amount to Client not later than fifteen (15) business days after the proceeds are received by CCB. Fees are all-inclusive, and no additional costs or expenses will be charged.
3. Client acknowledges that upon execution of this Agreement and prior to its completion and filing of the Claims on behalf of Client, CCB will begin work related to the Claims. Consequently, this Agreement shall remain in full force and effect until such time as all Claims proceeds to which the Client is entitled have been fully paid, and CCB has received payment in full of all Fees related thereto.
4. General:
  - (a) All information designated as confidential shall be held by recipient in confidence and shall not be used except for internal business purposes. Client agrees that the terms and conditions of this Agreement shall be considered confidential information and shall not be disclosed without the prior written consent of CCB.
  - (b) CCB WARRANTS IT WILL EXERCISE ITS BEST EFFORTS IN FILING THE CLAIMS BUT CLIENT UNDERSTANDS AND AGREES THAT CCB MAKES NO GUARANTEE REGARDING RECOVERY OF AMOUNTS OWED UNDER ANY CLAIMS. CCB EXPRESSLY DISCLAIMS (i) ANY WARRANTY, REPRESENTATION OR COVENANT TO FIND EVERY POTENTIAL CLASS ACTION CASE IN WHICH CLIENT MAY BE ELIGIBLE TO PARTICIPATE AND (ii) ANY OTHER WARRANTIES OR REPRESENTATIONS, INCLUDING WARRANTIES FOR THE COMPLETENESS, ACCURACY, OR TIMELINESS OF THE INFORMATION USED IN THE FILING OF CLAIMS. AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CCB DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
  - (c) Notwithstanding anything else in this Agreement or otherwise, neither party shall be liable or obligated with respect to any claim arising from or related in any way to this Agreement, the subject matter of this Agreement, or the services provided under this Agreement, under any contract, negligence, strict liability or other legal or equitable theory (i) for any amounts in excess in the aggregate of the Fees paid to CCB hereunder for the twelve month period prior to the event giving rise to the cause of action; (ii) for any cost of procurement of substitute goods, services or rights; (iii) for any indirect, incidental, punitive or consequential damages (including, without limitation, damages for lost profits or increased expenses); or (iv) for any matter beyond its reasonable control. Nothing in this Section 4(c) shall alter or limit in any way CCB's right to receive Fees hereunder.
  - (d) Client understands and agrees CCB is a consulting firm, not affiliated with the claims administrator and is not providing legal services or legal advice. Client has chosen to engage CCB but understands it is not a Court requirement to hire CCB to file its Claims.
  - (e) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflicts of laws provisions thereof. Any disputes under this Agreement must be filed either in the Court of Common Pleas for Montgomery County, Pennsylvania or in Federal Court for the Eastern District of Pennsylvania.

- (f) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral, written and other agreements between the parties with respect to Claims filed after the Effective Date. Notwithstanding the foregoing, any separate agreement(s) related to claims that the parties have entered into prior to the Effective Date shall remain in full force and effect unless terminated in writing by separate instrument(s). This Agreement may only be amended by a writing signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Claims Services Agreement intending to be legally bound hereby as of the Effective Date.

**CLAIMS COMPENSATION BUREAU, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: (610) 834-9010 Fax: (610) 834-9014

Client Name	Email Address
By: _____	Date: _____
Authorized Signature	
Print Name: _____	Title: _____
Telephone: _____	Fax: _____

**TOWNSHIP OF VERNON**

**RESOLUTION 24-252**

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO  
VENDOR WITH NATIONAL COOPERATIVE CONTRACTS  
HGACBUY**

**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 National Cooperative Contract is hereby approved for municipalities, and;

**WHEREAS**, the Township of Vernon has the need to procure certain specialized ambulance vehicle and equipment 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 Houston Galveston Area Cooperative, and;

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

**WHEREAS**, the Business Administrator has complied with the public notification provisions of public advertisement and has received no protests in accord with law and regulation, and;

**WHEREAS**, the equipment and corresponding Houston Galveston Area Cooperative contract proposal from First Priority Vehicles an authorized dealer under HGAC contract AM10-23, in the amount of \$229,949.00; and

**WHEREAS**, the Chief Financial Officer certifies that funds are available in the amount of: \$229,949.00 through Line Item C-04-24-010 titled 24-10 Various Purpose Bond Ordinance.

**NOW THEREFORE BE IT RESOLVED THAT**, the Mayor is hereby authorized to effectuate the purchase of herein approved equipment for the approved cost of \$229,949.00 through First Priority Vehicles an authorized under HGAC contract AM10-23.

**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 September 23, 2024 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.						

## HGACBUY – AMBULANCES, EMS AND OTHER SPECIAL SERVICE VEHICLES

### Background

The H-GAC Cooperative Purchasing Program (HGACBuy) establishes contracts for a variety of products and services through competitive solicitations. Member governments are able to use the contracts to make purchases. HGACBuy received and opened twenty-one responses for Ambulances, EMS and Other Special Service Vehicles on August 10, 2023. The following companies submitted responses:

1075 Emergency Lighting LLC dba 10-75 Emergency Vehicles	Haskell, NJ
Alpha One Firetrucks, LLC	Duncan, OK
American Response Vehicles, Inc.*	Columbia, MO
Autocraft Group Inc. dba FastLane Emergency Vehicles	Purcellville, VA
Braun Northwest Inc.	Chehalis, WA
Chastang Enterprises-Houston, LLC dba Chastang Ford	Houston, TX
Daco Fire Equipment Inc.*	Lubbock, TX
Excellence, Inc.	Fayetteville, NC
First Priority Emergency Vehicles, Inc. dba First Priority Group	Manchester, NJ
FLYMOTION, LLC	Tampa, FL
FR Conversions, LLC	Westminster, MD
Frazer, Ltd.	Houston, TX
LDV, Inc.	Burlington, WI
Lenco Industries, Inc. dba Lenco Armored Vehicles	Pittsfield, MA
Matthews Specialty Vehicles, Inc.	Greensboro, NC
Medic Built, LLC	Kennedale, TX
Medix Specialty Vehicles, LLC*	Elkhart, IN
Osage Industries, Inc. dba Osage Ambulances	Linn, MO
Professional Ambulance Sales & Service, LLC dba SERVS	Comanche, TX
Siddons-Martin Emergency Group, LLC	Houston, TX
VCI Emergency Vehicle Specialists LLC	Berlin, NJ

\*Joint respondent

### Current Situation

This contract is a continuation of an existing contract in our portfolio, consisting of ambulances, light/medium rescue vehicles, specialty vehicles or equipment, EMS vehicle conversion, and ambulance remounts. All responses have been evaluated by H-GAC staff. Twenty respondents are being recommended for award. The response from FR Conversions was deemed non-compliant. Request authorization for contracts representing the best value for product items as summarized in the Award Recommendations Table.

### Funding Source

Participating local government purchasers

### Budgeted

N/A

### Action Requested

Request authorization of contracts with respondents for AM10-23 Ambulances, EMS and Other Special Service Vehicles. (Staff Contact: Ronnie Barnes)

# HGACBuy Award Recommendation Table

## Ambulances, EMS & Special Service Vehicles

### AM10-23

Award Recommendation	Categories
<b>1075 Emergency Lighting LLC dba 10-75 Emergency Vehicles</b>	<b>B, C, I</b>
<b>Alpha One Firetrucks, LLC</b>	<b>B, D</b>
<b>American Response Vehicles, Inc.</b>	<b>E, F</b>
<b>Braun Northwest, Inc.</b>	<b>A, B, C, E, F</b>
<b>Chastang Enterprises Houston LLC dba Chastang Ford (TX Respondent)</b>	<b>B, C, G</b>
<b>Daco Fire Equipment, Inc. (TX Respondent), Life Line Emergency Vehicles, Inc.*</b>	<b>A, E, F</b>
<b>Excellance, Inc.</b>	<b>A, F</b>
<b>Autocraft Group Inc. dba Fastlane Emergency Vehicles</b>	<b>B, C, D, G, H, I</b>
<b>First Priority Emergency Vehicles, Inc. dba First Priority Group</b>	<b>B, C, D, E, F</b>
<b>FLYMOTION, LLC dba FLYMOTION</b>	<b>C</b>
<b>Frazer, LTD (TX Respondent)</b>	<b>A, B, C, E, F, I</b>
<b>LDV, Inc.</b>	<b>C</b>
<b>Lenco Industries, Inc. dba Lenco Armored Vehicles</b>	<b>C</b>
<b>Matthews Specialty Vehicles, Inc.</b>	<b>C</b>
<b>MEDIC BUILT, LLC (TX Respondent)</b>	<b>E</b>
<b>Medix Specialty Vehicles, LLC; Southwest Ambulance Sales LLC (TX Respondent); Danko Emergency Equipment; Defender Emergency Products Sales &amp; Service LLC; Foster Coach Sales Inc.; North Eastern Rescue Vehicles, Inc.; Penn Care, Inc.; Laake Enterprises, Inc. dba FESCO Emergency Sales; Republic EVS, LLC dba Republic EVS;*</b>	<b>A</b>
<b>Osage Industries, Inc.</b>	<b>A, E</b>
<b>Professional Ambulance Sales &amp; Service dba SERVS (TX Respondent)</b>	<b>A, C, E, F</b>
<b>Siddons Martin Emergency Group, LLC (TX Respondent); Demers Ambulance USA Inc. dba DBC; REV Ambulance Group Orlando, Inc. dba Road Rescue; REV Ambulance Group Orlando, Inc.- Wheeled Coach dba Wheeled Coach;*</b>	<b>A, C, E, F, H, I</b>
<b>VCI Emergency Vehicle Specialists, LLC</b>	<b>C, D, E, F, G</b>
<b>Award Categories:</b>	
<b>A - Ambulance</b>	<b>F - Remount on Contractor Supplied Chassis</b>
<b>B - Light/Medium EMS Rescue Vehicle</b>	<b>G - Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicle</b>
<b>C - Other Specialty Vehicle or Equipment</b>	<b>H - Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans</b>
<b>D - EMS Vehicle Conversion</b>	<b>I - Ambulance/EMS/Rescue Vehicle Parts and Supplies</b>
<b>E - Remount Services Only</b>	<b>*Joint Response</b>



**HGACBuy Vendor Response Scores**  
**Ambulances, EMS & Special Service Vehicles**  
**Contract No.: AM10-23**

<b>Vendor</b>	<b>Score</b>
<b>1075 Emergency Lighting LLC</b>	<b>81</b>
<b>Alpha One Firetrucks</b>	<b>79.67</b>
<b>American Response Vehicles, Inc.</b>	<b>83.67</b>
<b>Braun Northwest, Inc.</b>	<b>90</b>
<b>Chastang Enterprises Houston LLC</b>	<b>80</b>
<b>Daco Fire Equipment</b>	<b>88</b>
<b>Excellance, Inc</b>	<b>86.33</b>
<b>FastLane Emergency Vehilces</b>	<b>93.67</b>
<b>First Priority Emergency Vehicles, Inc.</b>	<b>88.33</b>
<b>FLYMOTION</b>	<b>83.67</b>
<b>Frazer Ltd.</b>	<b>87</b>
<b>LDV, Inc.</b>	<b>95</b>
<b>Lenco Industries, Inc.</b>	<b>86.33</b>
<b>Matthews Specialty Vehicles, Inc.</b>	<b>82.33</b>
<b>MEDIC BUILT</b>	<b>89.67</b>
<b>Medix Specialty Vehicles, LLC</b>	<b>93.67</b>
<b>Osage Ambulances</b>	<b>91.67</b>
<b>Professional Ambulance Sales &amp; Service</b>	<b>87.33</b>
<b>Siddons Martin Emergency Group, LLC</b>	<b>99.33</b>
<b>VCI Emergency Vehicle Specialists, LLC</b>	<b>91.67</b>
Minimum score of 70 was required to be considered for contract award.	

TSU Continued from Front Page



Millennium Leadership Institute (MLI), the premier professional development program for senior higher education leaders who desire to become university presidents and chancellors. Additionally, she served as assistant to the president for the American Association of State Colleges and Universities (AASCU).

Dr. Sias brings a broad range of administrative proficiencies on a state and national level. She has served as chairperson of two of the big six national organizations in higher education: the Association of Public and Land-grant Universities (APLU) and the American Association of State Colleges and Universities (AASCU). Additional board experiences include service as chairperson of the Southern Intercollegiate Athletic Association (SIAC), the Educational Testing Service Advisory Board for HBCUs and president of both the Texas Council of Girl Scouts and The Dallas Summit. Dr. Sias has also amassed a range of community engagement competencies serving on the board of directors for the Frankfurt Chamber of Commerce, the Oaks Bank and Trust Company, The Dallas Foundation, Dallas Zoological Society, The Dallas Museum, Children's Health Services of Texas, Children's Medical Foundation and Leadership Women.

According to the University, the Acting Chief Executive Officer, Dr. Dakota Doman, will remain in place until the beginning of the interim presidency term on June 30<sup>th</sup>.

The decision to appoint Dr. Sias is a much-needed bandaid but concerns still remain as the TSU Board of Regents seeks to hire their 4<sup>th</sup> president in less than 10 years.

Corrie Williams, President of Texas Southern University National Alumni Association, addressed the TSU Board of Regents at the special called meeting, regarding some of the TSU alumni's pressing concerns and demands, which include:

- Having one person or one department designated to answer questions from incoming freshman students, so that those students don't have to call multiple departments and oftentimes wait on hold for extended periods of time to have their questions answered.
- Wanting the TSU Board of Regents to have the University put out a statement to clear up current housing miscommunications with students and parents and work on securing and/or building additional on-campus housing.
- Hiring adequate faculty and staff to improve customer service and student services in all capacities of the University.
- Not having too many staff members serving in multiple roles because they are stretched too thin and unable to give 100% to the role they were hired to do.
- Requesting that each college at the University be fully staffed with deans by the end of the 2023-2024 academic year, and not continue to have as many interim deans the University currently has.
- Guaranteeing that TSU traditions will remain intact regardless of who the TSU Board chooses to hire as the next president.
- Keeping an adequate number of alumni on the TSU Presidential Search Committee.
- Allowing any presidential finalists to meet with TSU students and TSU alumni prior to being chosen as president.
- Ensuring a well-planned, well-executed, and well-funded Homecoming celebration every year, for the purpose of reconnecting and reengaging TSU alumni, so that they can return and give back to the University and its students.
- An interim president (as stated earlier in the article, the TSU Board made that decision on the same day of the special called meeting).
- Refusing and protesting any plan by the TSU Board of Regents to place TSU under a system by the state of Texas.

It is no secret that there have long been discussions among state legislators in Texas, and other key players across the state of Texas, regarding Texas Southern University (TSU) being potentially taken over and becoming part of a state university system.

There are currently 38 public colleges and universities in the state of Texas, and out of those, only TSU remains as the only independent public university that is not a part of one of the seven (7) state university systems. Prairie View A&M University, the only other public HBCU in Texas, is currently under the Texas A&M University system.

This proposed idea has always been balked against by TSU alumni, faculty members, previous administrations at the University, as well as community stakeholders and education advocates. However, year after year, those conversations continue to bubble up and cause the community to rise up and come to TSU's defense to remain the independent institution it was founded as.

These concerns became even more intense after Texas State Senator Boris L. Miles (D) issued a statement about TSU remaining an independent HBCU on June 15<sup>th</sup>. The statement read:

*"Last month, members of the Texas Southern University (TSU) Board of Regents met with members and leadership of the Texas House of Representatives to discuss the possibility of TSU joining one of the state's university systems. I was not aware of the meeting until after it took place. I cannot support TSU joining a system now and I will not support TSU joining a system in the future. TSU was founded to be an independent Historically Black College and University (HBCU) for African American students. Putting TSU under the flag of another university system would go against the very reason this university was created. More importantly, under the leadership of another university system, TSU would be subjected to another system's priorities that might not be in tune with this HBCU's unique mission or its priorities. It is crucial that TSU maintain its independence in order for the school and more importantly, its diverse student body, to grow and thrive. I am committed to making TSU a great, independent HBCU, that is fully funded with the resources to ensure its success. Keep the Faith, Keep the Fight!"*

In response to the outcry from many stakeholders, the following statement was sent to the Forward Times from the TSU Board of Regents:

## CLASSIFIEDS

### HOUSTON-GALVESTON AREA COUNCIL

Request for Proposal - Houston-Galveston Area Council - Public Services - Ambulances, EMS & Special Service Vehicles - AM10-23

The Houston-Galveston Area Council (H-GAC) is soliciting responses for selecting qualified manufacturers, distributors, installers, and service providers of Ambulances, EMS & Special Service Vehicles to make these types of products and services available to Customers of the H-GAC Buy Cooperative Purchasing Program under blanket type contracts.

To view the solicitation documents, visit <https://www.hgacbuy.com/bid-notices> or EBB [txcmartbuy.com/esbd](mailto:txcmartbuy.com/esbd).

Response Deadline: July 13, 2023 @ 12:00 P.M. CST

*"The Texas Southern University Board of Regents has shared publicly on multiple occasions the expressed desire for our great institution to remain an independent, public university. The board believes the unique history, talent incubation for a diverse Texas, and growing research and academic offerings are just some of the reasons to support the case for independence for TSU. We recognize that no actions on the state level take place without the*

change in a global society.

It is important that this important, historic, and independent HBCU be protected and preserved at all costs, and that everyone is assured that the question regarding whether TSU is in good hands is a resounding.... YES!

consent and approval of our esteemed elected officials, the statement continues. "We look forward to joining our state legislators to ensure the continued and collaborative path of independent success for Texas Southern University."

Founded in 1927, TSU has a tremendous historical significance, as well as the distinction of being designated a special-purpose institution for urban programming and research. TSU was birthed during a time in American history, where the racist and segregationist challenges that African Americans were facing in Texas, made it difficult for Blacks to further their education.

Since its founding, TSU has not only become one of the most diverse and respected institutions in Texas, but TSU has provided higher education access to many underserved communities with academic and research programs that address critical urban issues and prepares its diverse student population to become a force for positive

## NNPA Continued from Front Page

If unable to do so, the case should be handed over to the attorney general rather than allowing justice to be compromised.

The book highlights the critical argument made by Ellison that police reform across the country can create less stressful working conditions for officers.

By recounting the gripping details of the Derek Chauvin trial, Ellison takes readers through the prosecution's journey, unveiling breakthroughs and revelations during a defining moment of racial reckoning and social justice awareness.

Chauvin is serving a more than 20-year federal sentence, while his ex-colleagues Tou Thao, J. Alexander Kueng, and Thomas Lane serve at least three years for their roles in Floyd's death, including violating his civil rights.

Ellison recently told NPR he kept a diary about the officers' trials.

He described how he broke down in tears when he saw the video of Floyd's murder for the first time.

"For me, it was a gut check moment, one of those moments where you ask yourself, 'What am I about and what am I in this for?'" Ellison stated.

"And my answer had to be we're going to do anything we can to try to make sure that the outcome is fair, just, and right."

In "Break the Wheel," each chapter examines the roles of various stakeholders within the justice system, including prosecutors, defendants, police union leaders, judges, activists, legislators, politicians, and media figures.

Ellison explores their contributions and attempts to break the cycle of violence, replacing it with empathy and shared understanding.

Ellison will speak to the more than 230 African American-owned publishers and media company owners during a special address on Friday, June 30.

"The National Newspaper Publishers Association enthusiastically announces that Minnesota Attorney General Keith Ellison will address the NNPA 2023 Annual National Convention," said NNPA President and CEO Dr. Benjamin F. Chavis Jr.

"Keith Ellison has emerged as one of the most effective and courageous Attorney Generals in American history," Chavis said.

"We look forward to his speech on 'Ending Police Violence in America' before the national assembly of our nation's Black newspaper publishers, media industry executives, and community activists and leaders nationwide."

For more information on NNPA's convention, visit <http://www.nnpa-events.com>

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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Cooperative Agreement - Contract - First Priority Emergency Vehicles, Inc. - Public Services - ID: 11100

## MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and First Priority Emergency Vehicles, Inc., hereinafter referred to as the Contractor, having its principal place of business at 2444 Ridgeway Boulevard, Bldg 500, Manchester, NJ 08759.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: PUBLIC INFORMATION**

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

### **ARTICLE 4: INDEPENDENT CONTRACTOR**

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are



subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

**ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR**

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

**ARTICLE 6: SUSPENSION AND DEBARMENT**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

**ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)**

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

**Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was**

considered in a procurement transaction, etc.

**ARTICLE 8: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

**ARTICLE 9: PERFORMANCE PERIOD**

This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

**ARTICLE 10: PAYMENT OR FUNDING**

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

**ARTICLE 11: PAYMENT FOR WORK**

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

**ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS**

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

**ARTICLE 13: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

**ARTICLE 14: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 16: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

#### **ARTICLE 17: TAX EXEMPT STATUS**

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

#### **ARTICLE 18: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

#### **ARTICLE 19: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS**

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

#### **ARTICLE 21: CHANGE ORDERS AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

## **ARTICLE 22: CONTRACT ITEM CHANGES**

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

## **ARTICLE 23: CONTRACT PRICE ADJUSTMENTS**

### **Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

### **Price Increase**

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

### **Price Changes**

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

### **Requesting Price Increase/Required Documentation**

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, [james.glover@h-gac.com](mailto:james.glover@h-gac.com).

### **Review/Approval of Requests**

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

### **ARTICLE 24: DELIVERIES AND SHIPPING TERMS**

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

### **ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)**

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees



to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

#### **ARTICLE 26: MANUALS**

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

#### **ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS**

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

#### **ARTICLE 28: WARRANTIES, SALES, AND SERVICE**

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

#### **ARTICLE 29: TERMINATION PROCEDURES**

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

##### ***A. Convenience***

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

##### ***B. Default***

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

#### **ARTICLE 30: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

#### **ARTICLE 31: FORCE MAJEURE**

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 32: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

#### **ARTICLE 33: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 35: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

#### **ARTICLE 37: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

#### **ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

#### **ARTICLE 39: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

#### **ARTICLE 40: JOINT WORK PRODUCT**

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

#### **ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL**

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

#### **ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT**

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **ARTICLE 43: DISCRIMINATION**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

#### **ARTICLE 44: DRUG FREE WORKPLACE**

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

#### **ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS**

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

#### **ARTICLE 46: WARRANTY AND COPYRIGHT**

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

#### **ARTICLE 47: DATA HANDLING AND SECURITY**

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

#### **ARTICLE 48: DISPUTES**

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

#### **ARTICLE 49: CHOICE OF LAW: VENUE**

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 50: ORDER OF PRIORITY**

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

#### **ARTICLE 51: WHOLE MASTER AGREEMENT**

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided.** The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

#### **ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration ([www.SAM.gov](http://www.SAM.gov)) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

#### **ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS**

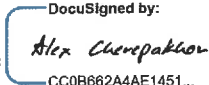


In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

**First Priority Emergency Vehicles, Inc.**

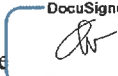
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Name Alex Cherepakhov

Title CEO & President

Date 10/10/2023

**H-GAC**

Signature  DocuSigned by:  
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/13/2023

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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Cooperative Agreement - Contract - First Priority Emergency Vehicles, Inc. - Public Services - ID: 11100

## MASTER SPECIAL PROVISIONS

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed.** Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")**

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid



offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

**EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

#### **ARTICLE 10: ORDER PROCESSING CHARGE**

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

#### **ARTICLE 11: CHANGE OF STATUS**

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

#### **ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS**

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

#### **ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING**

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

#### **ARTICLE 14: INSPECTION/TESTING**

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

#### **ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS**

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

#### **ARTICLE 16: BACKGROUND CHECKS**

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

#### **ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION**

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

#### **ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION**

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

#### **ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off-the-shelf items.

#### **ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)**

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

**ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)**

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

**ARTICLE 22: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 23: TITLE VI REQUIREMENTS**

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

**ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT**

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

#### **ARTICLE 26: PREVAILING WAGE**

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

#### **ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS**

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

#### **ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS**

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

**ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT**

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).



# Ambulances, EMS & Special Service Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

**Project ID: AM10-23**

**Release Date:** Friday, June 9, 2023

**Due Date:** Thursday, August 10, 2023 12:00pm

Posted Friday, June 9, 2023 7:00am

Bid Unsealed Thursday, August 10, 2023 12:03pm

Pricing Unsealed Thursday, August 10, 2023 12:03pm

*All dates & times in Central Time*

## 3. Scope of Work / Specifications

*This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.*

### 3.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available ambulances, emergency medical response and specialty vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories.

### 3.2. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

**Alternative Fuel Vehicles:** All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. If that specific vehicle is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:



1. **Ambulance**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

2. **Light/Medium Duty EMS Rescue Vehicle**

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

3. **Other Specialty Vehicle or Equipment**

Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

4. **EMS Vehicle Conversions**

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

5. **Remount Services Only**

Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user.

Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

6. **Remount on Contractor Supplied Chassis**

Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

7. **Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles**

Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

8. **Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans**

Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

9. **Ambulance/EMS/Rescue Vehicle Parts and Supplies**

Response listing must include percentage discount.

10. **Ambulance/EMS/Rescue Vehicle Options**

Response listing must include percentage discount.

### 3.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

### 3.4. Additional Requirements

#### Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Division. Contractor must ensure all emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.
3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

#### Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted (as per latest edition of KKK-A-1822F).
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each listing being bid.

## **Warranty**

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.
6. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
7. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
8. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
9. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

### 3.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

### 3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

### 3.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

### 3.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

#### Administrative Fee (per Purchase Order)

**Category A – Ambulance:** \$1,000 per purchase order

**Category B – Light/Medium Rescue Vehicle:** \$1,000 per purchase order

**Category C – Specialty Vehicle/Equipment:**

Light Rescue/Special Service	\$1,000 per purchase order
Heavy Rescue/Special Service	\$2,000 per purchase order
All Trailers	2% per purchase order
<b>Category D – EMS Vehicle Conversions:</b>	\$1,000 per purchase order
<b>Category E – Remount Services Only:</b>	\$600 per purchase order
<b>Category F – Remount on Contractor Supplied Chassis:</b>	\$600 per purchase order
<b>Category G –Electric/Alternative Fuel Vehicles</b>	Determined by category of vehicle
<b>Category H –Service/Maintenance Plans:</b>	2% per purchase order
<b>Category I - Ambulance/Vehicle Parts and Supplies</b>	2% per purchase order
<b>Category J - Ambulance/EMS/Rescue Vehicle Options</b>	No separate fee - part of vehicle

### 3.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

**Attachment A**  
**First Priority Emergency Vehicles, Inc.**  
**Ambulances, EMS & Special Service Vehicles**  
**Contract No.: AM10-23**

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		<b>Category B - Light/Medium EMS Rescue Vehicle</b>		
First Priority	AM2XSB01	Emergency Response Unit, Ford F550, 108" walk-around steel body, 7 compartments, painted, console, emergency lighting.	\$ 295,490.00	10%
First Priority	AM2XSB02	Emergency Response Unit, Ford F550, 144" walk-around steel body, 9 compartment, painted, console, emergency lighting.	\$ 311,075.00	10%
First Priority	AM2XSB03	Redtac Response Unit, Ford F550, 120" walk around aluminum Body, roll doors, painted, console, emergency lighting	\$ 273,015.00	10%
First Priority	AM2XSB04	Redtac Response Unit, Ford F550, 144" walk around aluminum Body, roll doors, painted, console, emergency lighting	\$ 287,040.00	10%
First Priority	AM2XSB05	Redtac Response Unit, Ford F550, 170" walk around aluminum Body, roll doors, painted, console, emergency lighting	\$ 295,650.00	10%
First Priority	AM2XSB06	ALS Response Vehicle, Ford F350, 80" walk around aluminum body, 16 compartments, painted, console, emergency lighting.	\$ 273,440.00	10%
First Priority	AM2XSB07	ALS Response Vehicle, GMC 3500HD Crew Cab, 80" walk around aluminum body, 7 compartments, painted, console, emergency lighting.	\$ 265,140.00	10%
First Priority	AM2XSB08	Emergency Response Unit, Freightliner Medium Duty Chassis with 20ft length custom aluminum apparatus body, 10 compartments, roll doors, painted, console, emergency lighting.	\$ 561,825.00	10%
First Priority	AM2XSB09	Commercial utility body, Ford F-550 11ft walk-in body, steel, painted, 9 compartments, console, emergency lighting.	\$ 252,075.00	10%
First Priority	AM2XSB10	Mass Evacuation Unit, Medium duty chassis, 26 ft length custom aluminum body. Walk in finished interior with seating for 18 people. Heating and Cooling, 110V power, Emergency lighting	\$ 1,200,995.00	10%
First Priority	AM2XSB11	Logistics Support Unit, Medium duty chassis, 18 ft length FRP dry freight body. Aluminum storage shelving. Work Counter. 110V power. Emergency lighting. Heating and cooling. Rear lift	\$ 326,120.00	10%
First Priority	AM2XSB12	Personnel transport unit. 28 passenger, commercial bus chassis, paint, emergency lighting, graphics	\$ 312,195.00	10%
First Priority	AM2XSB13	Personnel transport unit. 40 passenger, commercial bus chassis, paint, emergency lighting, graphics	\$ 347,785.00	10%
		<b>Category C - Other Specialty Vehicle or Equipment</b>		
First Priority	AM2XSC01	SUV, command vehicle, 4x4, rear command storage cabinet, console, emergency lighting, graphics	\$ 103,975.00	10%
First Priority	AM2XSC02	SUV, tactical patrol unit, marked, console, emergency lighting, graphics pkg, push bar	\$ 88,740.00	10%
First Priority	AM2XSC03	SUV, tactical patrol unit, un-marked, console, emergency lighting, push bar	\$ 79,645.00	10%
First Priority	AM2XSC04	SUV, K9 transport SUV, 4x4, Equipment storage and k9 kennel system, emergency lighting.	\$ 100,210.00	10%
First Priority	AM2XSC05	Pickup, responder, Ford F350, crew cab, 6' bed, commercial cap, rear pull out equipment and command unit	\$ 134,940.00	10%
First Priority	AM2XSC06	Pickup, mobile command / Drone, Ford F350, crew cab, 6' bed, commercial cap, rear pull out equipment and command unit	\$ 182,945.00	10%
First Priority	AM2XSC07	Van, mobile command, Transit T350 HR EL RWD, insulated, cabinets, desks, 120 volt power, communications, A/V,	\$ 349,870.00	10%
First Priority	AM2XSC08	Van, mobile K9 transport van, Transit T350 HR EL RWD, multi passenger seating, work area, K9 transport kennels, 120 VAC power, emergency lighting.	\$ 187,485.00	10%
First Priority	AM2XSC09	Van, cutaway w/ 18ft body. 2 interior rooms. Insulated, finished walls. Desks, storage cabinets, heat / AC, 120VAC power	\$ 261,955.00	10%
First Priority	AM2XSC10	Van, CSI evidence collection, Transit T350 HR EL RWD, insulated interior, storage cabinets, work counters, 120 VAC power, emergency lighting.	\$ 167,175.00	10%
First Priority	AM2XSC11	Van, raid & deployment, Transit LR 148 RWD, insulated interior, bench seating, covert appearance, emergency lighting, perimeter cameras	\$ 134,940.00	10%
First Priority	AM2XSC12	Van, contractor storage, Transit T350 HR EL RWD, aluminum tradesman package, partition.	\$ 194,475.00	10%

First Priority	AM2XSC13	Stepvan, mobile laboratory / work shop, 20ft, Ford F59, 19,500 GVWR, aluminum interior cabinetry, emergency lighting	\$ 344,275.00	10%
First Priority	AM2XSC14	Command Center, Medium duty, 26000 lb GVWR, Aluminum modified dry freight body, 28ft, aluminum interior cabinets, work stations, 120v power.	\$ 851,110.00	10%
First Priority	AM2XSC15	Custom Command Center, 30 ft custom aluminum body, 3 rooms, network, 120 vac, heat & AC, Camera system,	\$ 1,671,890.00	10%
First Priority	AM2XSC15	Custom Command Center, 40 ft custom aluminum body, 3 rooms, network, 120 vac, heat & AC, Camera system,	\$ 3,555,765.00	10%
		<b>Category D - EMS Conversion</b>		
First Priority	AM2XSD01	SUV, medical, 4x4, rear medical temperature controlled storage, console, graphics pkg. emergency lighting	\$ 150,165.00	10%
First Priority	AM2XSD02	Pickup, Mobile Medical Responder, Ford F350, crew cab, 6' bed, commercial cap, rear pull out equipment and medical storage unit with temperature control.	\$ 167,785.00	10%
First Priority	AM2XSD03	Van, Mobile Medical, Sprinter 3500, 170WB, HR EL, RWD insulated, cabinets & storage , 120 volt power. Bathroom, exam chair	\$ 229,925.00	10%
First Priority	AM2XSD04	Van, Mobile Medical Training, Transit T350 HR EL RWD insulated, heat / AC, Display monitors	\$ 196,895.00	10%
First Priority	AM2XSD05	UTV, All Terrain Transport Vehicle. With patient transport bed. Emergency lightnig, graphics	\$ 63,460.00	10%
		<b>Category E - Remount Services Only</b>		
First Priority	AM20SE01	Customer Supplied Type III Ford E350 chassis plus Customers ambulance module	\$ 46,029.50	10%
First Priority	AM20SE02	Customer Supplied Type III Ford E450 chassis Customers ambulance module	\$ 46,347.40	10%
First Priority	AM20SE03	Customer Supplied Type III Chev G3500 chassis plus Customers ambulance module	\$ 46,145.00	10%
First Priority	AM20SE04	Customer Supplied Type III Chev G4500 chassis plus Customers ambulance module	\$ 46,385.90	10%
First Priority	AM20SE05	Customer Supplied Type I Ford F350 4x2 Diesel chassis plus Customers ambulance module	\$ 52,554.70	10%
First Priority	AM20SE06	Customer Supplied Type I Ford F350 4x4 Diesel chassis plus Customers ambulance module	\$ 52,951.80	10%
First Priority	AM20SE07	Customer Supplied Type I Ford F450 4x2 Diesel chassis plus Customers ambulance module	\$ 53,055.20	10%
First Priority	AM20SE08	Customer Supplied Type I Ford F450 4x4 Diesel chassis plus Customers ambulance module	\$ 53,366.50	10%
First Priority	AM20SE09	Customer Supplied Type I Ford F450 4x2 Gas chassis plus Customers ambulance module	\$ 52,045.40	10%
First Priority	AM20SE10	Customer Supplied Type I Ford F450 4x4 Gas chassis plus Customers ambulance module	\$ 52,217.00	10%
First Priority	AM20SE11	Customer Supplied Type I Ford F550 4x2 Diesel chassis plus Customers ambulance module	\$ 53,343.40	10%
First Priority	AM20SE12	Customer Supplied Type I Ford F550 4x4 Diesel chassis plus Customers ambulance module	\$ 53,735.00	10%
First Priority	AM20SE13	Customer Supplied Type I Chevy K3500 4x2 Diesel chassis plus Customers ambulance module	\$ 51,934.30	10%
First Priority	AM20SE14	Customer Supplied Type I Chevy K3500 4x4 Diesel chassis plus Customers ambulance module	\$ 52,350.10	10%
First Priority	AM20SE15	Customer Supplied Type I Chevy K3500 4x2 Gas chassis plus Customers ambulance module	\$ 50,795.80	10%
First Priority	AM20SE16	Customer Supplied Type I Chevy K3500 4x4 Gas chassis plus Customers ambulance module	\$ 51,118.10	10%
First Priority	AM20SE17	Customer Supplied Type I Chevy K4500 4x2 Diesel chassis plus Customers ambulance module	\$ 52,850.60	10%
First Priority	AM20SE18	Customer Supplied Type I Chevy K4500 4x4 Diesel chassis plus Customers ambulance module	\$ 53,223.50	10%
First Priority	AM20SE19	Customer Supplied Type I Dodge R4500 4x2 chassis plus Customers ambulance module	\$ 53,148.70	10%
First Priority	AM20SE20	Customer Supplied Type I Dodge R4500 4x4 chassis plus Customers ambulance module	\$ 53,521.60	10%
First Priority	AM20SE21	Customer Supplied Type I Med Duty International Diesel chassis plus Customers ambulance module	\$ 76,643.60	10%
First Priority	AM20SE22	Customer Supplied Type I Med Duty Freightliner Diesel chassis plus Customers ambulance module	\$ 77,140.80	10%
First Priority	AM20SE23	Customer Supplied Type I Med Duty F600 Diesel chassis plus Customers ambulance module	\$ 68,439.80	10%

		<b>Category F - Remount on Contractor Supplied Chassis</b>		
First Priority	AM20SD01	Type III Ford E350 chassis plus Customers ambulance module	\$ 94,493.30	10%
First Priority	AM20SD02	Type III Ford E450 chassis Customers ambulance module	\$ 97,994.60	10%
First Priority	AM20SD03	Type III Chev G3500 chassis plus Customers ambulance module	\$ 95,774.80	10%
First Priority	AM20SD04	Type III Chev G4500 chassis plus Customers ambulance module	\$ 98,421.40	10%
First Priority	AM20SD05	Type I Ford F350 4x2 Diesel chassis plus Customers ambulance module	\$ 127,495.50	10%
First Priority	AM20SD06	Type I Ford F350 4x4 Diesel chassis plus Customers ambulance module	\$ 131,860.30	10%
First Priority	AM20SD07	Type I Ford F450 4x2 Diesel chassis plus Customers ambulance module	\$ 133,003.20	10%
First Priority	AM20SD08	Type I Ford F450 4x4 Diesel chassis plus Customers ambulance module	\$ 136,426.40	10%
First Priority	AM20SD09	Type I Ford F450 4x2 Gas chassis plus Customers ambulance module	\$ 121,894.30	10%
First Priority	AM20SD10	Type I Ford F450 4x4 Gas chassis plus Customers ambulance module	\$ 123,781.90	10%
First Priority	AM20SD11	Type I Ford F550 4x2 Diesel chassis plus Customers ambulance module	\$ 136,177.80	10%
First Priority	AM20SD12	Type I Ford F550 4x4 Diesel chassis plus Customers ambulance module	\$ 140,474.40	10%
First Priority	AM20SD13	Type I Chevy K3500 4x2 Diesel chassis plus Customers ambulance module	\$ 120,665.60	10%
First Priority	AM20SD14	Type I Chevy K3500 4x4 Diesel chassis plus Customers ambulance module	\$ 125,238.30	10%
First Priority	AM20SD15	Type I Chevy K3500 4x2 Gas chassis plus Customers ambulance module	\$ 108,142.10	10%
First Priority	AM20SD16	Type I Chevy K3500 4x4 Gas chassis plus Customers ambulance module	\$ 111,694.00	10%
First Priority	AM20SD17	Type I Chevy K4500 4x2 Diesel chassis plus Customers ambulance module	\$ 130,752.60	10%
First Priority	AM20SD18	Type I Chevy K4500 4x4 Diesel chassis plus Customers ambulance module	\$ 134,854.50	10%
First Priority	AM20SD19	Type I Dodge R4500 4x2 chassis plus Customers ambulance module	\$ 134,033.90	10%
First Priority	AM20SD20	Type I Dodge R4500 4x4 chassis plus Customers ambulance module	\$ 138,135.80	10%
First Priority	AM20SD21	Type I Med Duty International Diesel chassis plus Customers ambulance module	\$ 244,041.60	10%
First Priority	AM20SD22	Type I Med Duty Freightliner Diesel chassis plus Customers ambulance module	\$ 249,510.80	10%
First Priority	AM20SD23	Type I Med Duty F600 Diesel chassis plus Customers ambulance module	\$ 153,799.80	10%



REQUEST FOR PROPOSAL  
AM10-23  
AMBULANCES, EMS & SPECIAL SERVICE VEHICLES

Houston-Galveston Area Council  
3555 Timmons Ln  
Houston, TX 77027

RELEASE DATE: June 9, 2023

DEADLINE FOR QUESTIONS: June 23, 2023

RESPONSE DEADLINE: August 10, 2023, 12:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/h-gac>

Houston-Galveston Area Council  
REQUEST FOR PROPOSAL  
Ambulances, EMS & Special Service Vehicles

I.	Summary and Timeline .....
II.	Inquiries / Clarifications / Modifications / Submission .....
III.	Scope of Work / Specifications .....
IV.	Additional Resources / Website Links .....
V.	Solicitation Requirements.....
VI.	Contract Term / Multiple Awards / Usage.....
VII.	Goal for DBE Contracting .....
VIII.	Submission Contents Details / Required Documents / Uploads .....
IX.	Evaluation Criteria .....
X.	Evaluation / Selection / Tie Bids.....
XI.	Presentation / Demo/ Interview and Best and Final .....
XII.	Approval / Final and Post Award.....
XIII.	Debrief / Protest .....

Attachments:

A - HGACBuy Solicitation T&Cs

## 1. SUMMARY AND TIMELINE

### 1.1. Summary

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described in this Solicitation. Texas Local Government Code (Title 7, Chapters 771 and 791) establishes the authority for H-GAC to provide cooperative contract products and services to Texas local governments and in other states if their statutes allow. With that authority, H-GAC makes varied categories of contracted products and services available.

### 1.2. Background

#### About the Cooperative

H-GAC is a government agency which provides a Cooperative Purchasing Program as part of its service to other government agencies. The Program currently makes blanket type contracts covering products and services for the use of its membership of more than 9000 local government participants in Texas and other States (Customers) which include cities, counties, emergency services districts, school districts, and non-profit organizations. Any local government or non-profit organization may participate in the Program if their state law allows. There is no cost to join and become a member of the H-GAC Cooperative Purchasing Program.

H-GAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act [Texas Local Government Code, Title 7, Chapter 791]. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the Customer (local governments and certain non-profits) and HGACBuy and gives the Customer access to HGACBuy contracts.

HGACBuy contracts are established based on the requirements of Texas Local Government Code, Chapter 252 and/or other applicable State of Texas or Federal procurement requirements. Products and services are contracted after having been subjected to either a competitive bid (ITB); competitive proposal (RFP); or Request for Qualification and Pre-Qualification (RFQ) depending on the category type.

Contracts are blanket type, usually for a term of two (2), three (3), or four (4) years. Use of HGACBuy for purchases by any Customer is strictly at the discretion of that entity. Customers issue purchase orders and pay the HGACBuy Contractor directly. The Customer also sends HGACBuy a copy of the purchase order and the Contractor is responsible for reporting the sale to HGACBuy as a contract requirement.

### 1.3. Timeline

Date Issued:	June 9, 2023
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<b>Pre-Proposal/Bid Conference Date: (Non-Mandatory)</b>	<p>June 22, 2023, 2:00pm</p> <p>The virtual meeting will be held using Zoom, registration is required. Once registered, applicants will receive notification and a direct link for participation. Click on the following link to register: <a href="https://us06web.zoom.us/j/84451234567">https://us06web.zoom.us/j/84451234567</a></p> <p>It will be assumed that Respondents attending any conference have reviewed the Solicitation in detail and are prepared to raise any substantive questions which have not already been addressed by H-GAC in this Solicitation.</p>
<b>Questions Deadline:</b>	June 23, 2023, 12:00pm
<b>Closing Date/Submission Deadline:</b>	August 10, 2023, 12:00pm
<b>Estimated Board Approval Date:</b>	September 19, 2023
<b>Estimated Contract Start Date:</b>	October 1, 2023

## 2. INQUIRIES / CLARIFICATIONS / MODIFICATIONS / SUBMISSION

**Inquiries:** Respondents must submit questions by the Questions deadline. Telephone inquiries will not be accepted. H-GAC will respond as completely as possible to each question. Questions and answers will be posted as soon as available. The names of respondents who submit questions will not be disclosed.

**Clarifications:** All clarifications will be available in the Question and Answer and Addenda Sections in OpenGov, only the information in these sections should be used in preparing a response; verbal communications and other written documents intended to clarify and interpret will not legally bind H-GAC. H-GAC does not assume responsibility for the receipt of any clarifying information. Respondents must periodically check for updates.

**Modifications:** Each Respondent must carefully examine all Solicitation documents and become thoroughly familiar with all requirements prior to submission to ensure the response meets the intent of this Solicitation. Respondent is responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this Solicitation. Failure to make such investigations and examinations will not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the Solicitation.

**Submission:** Responses may be submitted any time prior to the submission deadline. Respondents may modify submissions that have already been submitted, before the deadline. Recording of proposal submission time and date will occur via OpenGov. To satisfy any required public opening, the respondent list is made available in the OpenGov Public Portal after the deadline.

### 3. SCOPE OF WORK / SPECIFICATIONS

**This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.**

#### 3.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available ambulances, emergency medical response and specialty vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories.

#### 3.2. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. If that specific vehicle is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. **Ambulance**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

B. **Light/Medium Duty EMS Rescue Vehicle**

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

C. **Other Specialty Vehicle or Equipment**

Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

D. **EMS Vehicle Conversions**

Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

E. **Remount Services Only**

Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user. Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

F. **Remount on Contractor Supplied Chassis**

Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

G. **Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles**

Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

H. **Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans**

Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

I. **Ambulance/EMS/Rescue Vehicle Parts and Supplies**

Response listing must include percentage discount.

J. **Ambulance/EMS/Rescue Vehicle Options**

Response listing must include percentage discount.

### 3.3. **General Requirements**

All products priced and sold pursuant to this Solicitation must, as applicable:

- A. Meet all applicable requirements of federal, state and local laws and regulations.
- B. Be manufacturer's normal offering with all standard features and functions and performance levels.
- C. Be ready for turn-key operation upon delivery.

- D. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

### 3.4. Additional Requirements

#### Licenses

- A. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
- B. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Division. Contractor must ensure all emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.
- C. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

#### Manuals

- A. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted (as per latest edition of KKK-A-1822F).
- B. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each listing being bid.

#### Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

- A. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
- B. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).



- C. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
- D. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
- E. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.
- F. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
- G. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
- H. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
- I. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

### 3.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

### 3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

### 3.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

- A. "Business Day" Monday through Friday
- B. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
- C. "Regular Time" Work that occurs during standard business hours
- D. "Emergency Time" Work that occurs outside standard business hours

### 3.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

#### Administrative Fee (per Purchase Order)

<b>Category A – Ambulance:</b>	\$1,000 per purchase order
<b>Category B – Light/Medium Rescue Vehicle:</b>	\$1,000 per purchase order
<b>Category C – Specialty Vehicle/Equipment:</b>	
Light Rescue/Special Service	\$1,000 per purchase order
Heavy Rescue/Special Service	\$2,000 per purchase order
All Trailers	2% per purchase order
<b>Category D – EMS Vehicle Conversions:</b>	\$1,000 per purchase order
<b>Category E – Remount Services Only:</b>	\$600 per purchase order
<b>Category F – Remount on Contractor Supplied Chassis:</b>	\$600 per purchase order
<b>Category G –Electric/Alternative Fuel Vehicles</b>	Determined by category of vehicle

<b>Category H –Service/Maintenance Plans:</b>	2% per purchase order
<b>Category I - Ambulance/Vehicle Parts and Supplies</b>	2% per purchase order
<b>Category J - Ambulance/EMS/Rescue Vehicle Options</b>	No separate fee - part of vehicle

### 3.9. [Final Contract Deliverables](#)

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

## 4. ADDITIONAL RESOURCES / WEBSITE LINKS

### 4.1. Reference Websites

- HGACBuy Website – [www.hgacbuy.org](http://www.hgacbuy.org)
- HGACBuy Open Solicitations – [www.hgacbuy.org/bid-notice](http://www.hgacbuy.org/bid-notice)
- HGACBuy Sample Contract – <https://www.hgacbuy.org/bid-notice/solicitation-forms-resources>
- HGACBuy Customer and Contractor Handbook – <https://www.hgacbuy.org/bid-notice/solicitation-forms-resources>
- HGACBuy Events – <https://www.hgacbuy.org/events>
- HGACBuy Marketing – <https://www.hgacbuy.org/marketing>

Note: Sample Contract and Handbook are reference material only, do not constitute a contract, or become incorporated as requirements of this Solicitation. Only information supplied in this Solicitation or by a Letter of Clarification posted to the HGACBuy website should be used in the preparation of a submission.

The actual final contract will be the same or nearly the same as the sample, however H-GAC reserves the right to update the actual contract as required for program or regulation requirements.

Note: Successful Respondents **MAY NOT** process any purchase orders for sales until all contract documents have been completely executed.

## 5. SOLICITATION REQUIREMENTS

Respondent must be compliant with all licensing, permitting, registration or other applicable legal or regulatory requirements imposed by any governmental authority. It is Respondent's responsibility to ensure that this requirement is met. H-GAC reserves the right to request copies of any license, permit, or other compliance related documentation at any time. Listed below are other requirements of responding to the Solicitation.

### 5.1. Contractor Orientation and Training

H-GAC believes that Contractor's familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving Customer satisfaction. The Contact Person listed on Contractor Status and Contact Form or an alternate, will be required to participate in an H-GAC vendor orientation and training as soon as possible after contract execution. In addition, other Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar or may be held in H-GAC's offices as determined by H-GAC and Contractor to be the most efficient and effective form of delivery. Please visit <https://www.hgacbuy.org/events> for more information.

### 5.2. Nationwide Sales Opportunity

HGACBuy contracts provide various products and services to local governments and qualifying non-profits throughout the nation, and desires to make established contracts available to Customers wherever and whenever practicable. Once a contract is executed, Contractor is expected to expand the scope of its marketing effort to include sales to Customers in all areas of the United States. Please also view important guidelines and additional information regarding marketing the program at: <https://www.hgacbuy.org/marketing>.

### 5.3. Corporate/Sales Commitment

Contractor is required to make some basic commitments to ensure the overall success of the HGACBuy program. By submission of a response, Respondent agrees that HGACBuy has the support of senior management and HGACBuy will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible Customers nationwide. A further commitment to aggressively market the program, both independently as well in partnership with HGACBuy.

### 5.4. Manufacturer as Respondent

If Respondent is a manufacturer or wholesale distributor, the response received will be evaluated based on a response made in conjunction with that manufacturer's authorized dealer/reseller network. Unless stated otherwise, a manufacturer or wholesale distributor Respondent is assumed to have a documented relationship with their dealer/reseller network where that network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this Solicitation on behalf of the manufacturer or wholesale distributor Respondent. Any listed dealer/reseller will be considered a sub-contractor of the Respondent. The relationship between the manufacturer and wholesale distributor Respondent and its dealer/reseller network must be indicated at the time of the submission.

### 5.5. Dealer/Reseller as Respondent

If Respondent is a dealer/reseller of the products/services proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from the manufacturer.

### 5.6. Approval by Manufacturer

Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

### 5.7. Structure of Response

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or be limited by law to selling through independent dealerships, etc. H-GAC's objective is to ensure that Customers, no matter where located, can buy contracted products/services and receive quality and timely service and support, while allowing for the most appropriate and effective response to this Solicitation. Responses to this Solicitation will only be accepted in conformance with the below scenarios and requirements. **Note: Respondent can only be a party to one response structure.**

- A. **Single Respondent Acting Alone Or As "Lead" For A Group:** Respondent must complete and sign a Signature Page and all other required forms and, if contracted, will be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers/distributors who deliver the products or services. Unless stated otherwise, a manufacturer or wholesale distributor Respondent is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this Solicitation on behalf of the manufacturer or wholesale distributor Respondent. Any listed dealer will be considered a sub-contractor of the Respondent. The use of any dealer or reseller is not required if manufacturer or distributor does not employ such.
- B. **Multiple Respondents Acting Jointly:** A single Response will be submitted, and each party to the Response must complete and sign a Signature Page and all other required forms must be included in the single Response. If the Response is successful, each party will sign a separate contract with H-GAC and will be individually responsible for compliance with all terms and conditions. Only those parties which have executed a contract with H-GAC are authorized to process purchase orders for sales and payments under the HGACBuy program.

Contractor may sell through HGACBuy anywhere subject to compliance with applicable laws and regulations. If the market structure in which Contractor operates requires a contract assignment for any sale, in certain limited circumstances, H-GAC may allow the contract to be assigned to a Manufacturer or another Dealer(s). Such assignment must be specific and detailed and must be approved by the



Contractor and H-GAC. Once assigned, the Contractor and assignee may NOT sell or service the same product line or category.

*Depending on the structure of the network, H-GAC recognizes in some cases it may be necessary for the Purchase Order to be issued in the name of the reseller/dealer, etc., however the reseller, dealer, etc. is recognized only as a sub-contractor and will not receive a separate contract award or be assigned any portion of the contract. Any Lead Respondent utilizing a dealer/reseller network who is awarded a contract will be responsible for the processing of the Purchase Order through the network and the activities of the sale, reporting requirements, and remittance of applicable order processing fees*

#### 5.8. Contractor Status

Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

- A. Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran; etc.
- B. Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- C. Whether Respondent is a Texas resident or a non-resident business.

#### 5.9. HGACBuy Contractor / HGACBuy Member General Procedures

- A. Contracts are awarded through fair and open competition in compliance with applicable procurement rules and regulations.
- B. The HGACBuy member sends a proposal request to an adequate number of Contractors in the desired Contract Category.
- C. The Contractor prepares and sends a proposal/quote to the HGACBuy member. The HGACBuy member conducts an evaluation of cost or price reasonableness, if the HGACBuy member is using \$250,000 (or current published Simplified Acquisition Threshold amount) or more of federal funds and an independent cost/price evaluation is necessary.
- D. The Contractor and the HGACBuy member agree on a Purchase Order. Purchase Orders/Supplemental Contracts are reported and sent by individual HGACBuy members to the Contractor and to HGACBuy, where pricing is confirmed against the contract, an Order Confirmation is issued to the HGACBuy Member and copies of the Purchase Order/Supplemental Contract are logged and filed.
- E. The Contractor delivers product(s)/service(s) directly to the HGACBuy member with a subsequent invoice the HGACBuy member upon completion of the work or delivery of the supplies.
- F. The Contractor receives payment directly from HGACBuy member.

- G. The Contractor reports and remits the administrative fee to HGACBuy.
- H. Reference also HGACBuy Customer and Contractor Handbook - <https://www.hgacbuy.org/bid-notices/solicitation-forms-resources>

#### 5.10. Licensing and Permitting Requirements for Motor Vehicle Sales

Respondent must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the Solicitation or under any H-GAC contract.

- A. Contractor/Supplier will be responsible for securing any and all inspections required by law, including State Inspection stickers. Any fee charged for these inspections is the responsibility of the Contractor/Supplier.
- B. At the time of delivery to the Customer, Contractors/Suppliers are required to provide temporary paper license tags/plates for motor vehicles or other equipment required by the State of Texas to be registered for operation on public highways.
- C. TEXAS OCCUPATIONS CODE, TITLE 14, CHAPTER 2301 (Formerly known as "The Texas Motor Vehicle Commission Code"):
  - 1. Section 2301.251: License Required: Generally (a) Unless a person holds a license issued under this chapter authorizing the activity, the person may not (1) engage in business as, serve in the capacity of, or act as a dealer, manufacturer, distributor, converter, representative, vehicle lessor, or vehicle lease facilitator in this state.
  - 2. Sec. 2301.252: License required: Sale of New Motor Vehicles:(a) A person may not engage in the business of buying, selling, or exchanging new motor vehicles unless the person: (1) holds a franchised dealer's license issued under this chapter for the make of new motor vehicle being bought, sold, or exchanged; or (2) is a bona fide employee of the holder of a franchised dealer's license.
  - 3. Respondents not submitting a response with a properly licensed Texas Motor Vehicle Dealer will only be eligible to sell motor vehicles on this contract outside of the State of Texas.
- D. Licensed Franchised Dealers submitting a Response for new cabs & chassis with installed bodies and other equipment, by this Statute, are required to employ properly licensed converters for the conversions of the new motor vehicles.
- E. The Act of Submitting a Response is regarded as doing business, as the entity is soliciting a sale. Accordingly, each Respondent must be a licensed franchised dealer at the time the Response is submitted.
- F. The units bid must be in full and complete compliance with all applicable safety and pollution requirements and regulations in effect at the time of submission. This includes but is not limited to standards established by the United States Department of Transportation, including the Federal Motor Vehicle Safety Standards (FMVSS), the Occupational Safety and Health



**Administration (OSHA), the Environmental Protection Agency (EPA), the Texas Department of Transportation and the Texas Commission on Environmental Quality (TCEQ).**

## 6. CONTRACT TERM / MULTIPLE AWARDS / USAGE

**Contract Term:** H-GAC intends to award one or more contracts for the products/services requested under this Solicitation. The term of the resulting contract(s) will be for a period of four (4) years and until any outstanding orders against the contract have been fulfilled. H-GAC may, at its option, extend the contract for up to one (1) additional one-year term. H-GAC reserves the right to extend and/or expand the scope of the contract if deemed to be in the best interest of H-GAC and subject to H-GAC Board of Directors approval.

**Multiple Awards:** H-GAC reserves the right to award contract(s) for line items or groups of line items, at its sole discretion. H-GAC will not make separate awards for sales in Texas and for sales outside the state of Texas. In the case of acquisitions governed by the Motor Vehicle Division, the dealer is awarded the contract in Texas, and the Manufacturer is awarded the contract outside of Texas.

**No Guarantee of Usage:** H-GAC makes no guarantee of volume or usage under any contract resulting from this Solicitation. Services will be requested and contracted on an as needed basis and the type and value of each assignment will vary.

## 7. GOAL FOR DBE CONTRACTING

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurement requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- C. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

Contractor agrees to work with and assist HGACBuy customer in meeting any small and minority businesses, women's business enterprises, and labor surplus area firms targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a small and minority businesses, women's business enterprises, and labor surplus area entity was considered in a procurement transaction, etc.

## 8. SUBMISSION CONTENTS DETAILS / REQUIRED DOCUMENTS / UPLOADS

### 8.1. Submission Upload Section

#### 8.1.1. Executive Summary Response\*

Provide a summary of key aspects of the contractor's qualifications and indicate the Respondent's commitment to provide the services proposed and certify that all statements and information prepared and submitted in the response to this Solicitation are current, complete, and accurate; and that the proposed solution for the project meets all the requirements of this Solicitation.

*Maximum response length: 3000 characters*

\*Response required

#### 8.1.2. Pricing\*

Pricing must include Manufacturer's Suggested Retail Price (MSRP) or List Price and provide a **Percentage Discount from MSRP/List Price** which clearly indicates the percentage off from MSRP or List price that HGACBuy members would pay if purchasing from this contract. Respondents who are awarded contracts for these products/services will be required to provide HGACBuy comprehensive price lists for all base models and options included in the contract and will be required to provide pricing/product updates to HGACBuy throughout the entire contract period to keep the price lists and product offerings current. All pricing must be clear and easily understandable, and clearly represent the total price to acquire the products/services covered in this contract.

Please download the below documents, complete, and upload.

- [AM10-23 Base Response Price...](#)

\*Response required

#### 8.1.3. Customization Category Options\*

Due to the highly specialized nature of these types of vehicles, all responses must include Customization Tables. These Customization Tables are meant to encompass those special/custom options that are not classified as the published "Manufacturer Standard Options", and which may be required to address custom configurations of Ambulance, EMS and Other Specialty Vehicles. Respondent will group these options into broad categories and include specific options they would like to price within each of these customization categories. Respondent may quote as many categories as deemed necessary to cover any customization that may be required when building these custom emergency and specialty vehicles.

Please number and name each category accordingly. Below are some examples of customization categories and options that could be used when configuring these categories. The format shown below illustrates how these categories should be listed on your form. Respondent will provide a price range for each Category, and pricing should specify the low and high price range (\$) for that specific category. This price range will apply to all options within the category (i.e. Category 1 – Chassis). Categories and pricing must be submitted on the Customization Category Options Pricing Sheet. Note: The sum of all Customization Category Options cannot exceed 25% of the total price (Base Model items + Published Options) on the HGAC Contractor Pricing Worksheet.

## HGACBuy AM10-23 Solicitation

### Customization Categories Pricing Sheet

**Respondent: XYZ, Inc.**

**\*\*EXAMPLE\*\***

Category	Customization Description	Price Minimum
*Example*Category 1 – Chassis	Axles, Suspension, Tires, Engine, Transmission, Batteries/Charger, Idle Reduction, Electric Drive Power	
*Example*Category 2 – Cab	Raised Roof / Extensions, Seating, Consoles, Storage, Lighting	
*Example*Category 3 – Patient Module Exterior/Construction	Dimensional Changes, Lighting, Compartment/Doors, Shelves-Trays-Equipment Storage, Equipment Mounting, Roof Hatch Storage	
*Example*Category 4 – Patient Transport/Restraint Options & Accessories	Added Lighting, Dimension Increases, Doors, Enclosures, Handrails, Storage Space	

Please download the below documents, complete, and upload.

- [AM10-23 Customization Categ...](#)

\*Response required

#### 8.1.4. *Distinguishing Services\**

Please download the below documents, complete, and upload.

- [Distinguishing Services v6....](#)

\*Response required

#### 8.1.5. *Business Practices and Operations*

Please download the below documents, complete, and upload.

- [Business Practices and Oper...](#)

#### 8.1.6. *Licenses / Certifications\**

Provide any and all licenses and certificates as required by the Solicitation.

\*Response required

#### 8.1.7. *Geographic Areas Served\**

Please download the below documents, complete, and upload.

- [Geographic-Areas-Served.pdf](#)

\*Response required

#### 8.1.8. *Planned Authorized Retailers Distributors Dealers\**

Please download the below documents, complete, and upload.

- [Authorized-Dealer-Distribut...](#)

\*Response required

#### 8.1.9. *References\**

Please download the below documents, complete, and upload.

- [References v6.5.23.pdf](#)

\*Response required

#### **8.1.10. *Warranty, Service, and Technical Manuals\****

Submit detailed Warranty, Service, Technical Manuals, or other relevant information or booklets with the Response. If Respondent submits a warranty which does not meet any minimum stated requirements in the Solicitation, Respondent agrees by submission of the Response that such warranty is automatically amended to meet the minimums.

\*Response required

### **8.2. Required Documents/Certifications/Confirmations Section**

#### **8.2.1. *Signature Page\****

Please download the below documents, complete, and upload. **This form must be returned signed with the response or the submission will be deemed non-responsive and will be rejected.**

\*If submitting a joint response, each party must complete and sign a Signature Page and all other required forms must be included (reference section 6.7. Structure of Response).

- [Signature Page - HGACBuy.pdf](#)

\*Response required

#### **8.2.2. *Small and Minority Business, Women's Business Enterprise, and Labor Surplus Affirmation\****

- [Small-and-Minority-Women-Su...](#)

\*Response required

#### **8.2.3. *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts\****

Please download the below documents, complete, and upload.

- [Certification-Regarding-Deb...](#)

\*Response required

#### **8.2.4. *Certification Regarding Lobbying\****

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☐ Please confirm

\*Response required

#### **8.2.5. *Certification Regarding Drug-Free Workplace Requirements\****

The grantee certifies that it will provide a drug-free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing a drug-free awareness program to inform employees about— (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation and employee assistance programs, and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will— (1) Abide by the terms of the statement; and (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction; (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction; (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted— (1) Taking appropriate personnel action against such an employee, up to and including termination; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

☐ Please confirm

\*Response required

#### **8.2.6. *Filing Reports Form 1295 Certificate of Interested Parties\****

Please download the below documents, complete, and upload. Download a blank Form here:

<https://www.ethics.state.tx.us/filinginfo/1295/>



- [1295.pdf](#)

\*Response required

#### *8.2.7. Conflict of Interest Questionnaire\**

Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. H-GAC officers include its Board of Directors and Executive Director, who are listed on the H-GAC website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists. The required questionnaire and instructions are located on the Conflict of Interest page on the Texas Ethics Commission website. <https://www.ethics.state.tx.us/forms/conflict/>

Please confirm to acknowledge that the form will be filed if applicable.

☐ Please confirm

\*Response required

#### *8.2.8. Contractor Status and Contact Form\**

Please download the below documents, complete, and upload.

- [Contractor-Status-and-Conta...](#)

\*Response required

#### *8.2.9. No Excluded Nation or Foreign Terrorist Organization Certification\**

Please download the below documents, complete, and upload.

- [No-Excluded-Nation-Foreign-...](#)

\*Response required

#### *8.2.10. HB89 SB52 Prohibition on Contracts with Companies Boycotting Israel Verification Form\**

Please download the below documents, complete, and upload.

- [HB89-SB52-Verification-Form...](#)

\*Response required

#### *8.2.11. Solicitation Terms and Conditions Confirmation\**

By submitting a response to this Solicitation, respondent agrees that it has read and fully intends to comply with the terms and conditions of this solicitation as applicable to any subsequent contract or funding agency requirements or agreements. Exceptions to these Terms and Conditions are not permitted. Please view the full Terms and Conditions located in the attachments.

☐ Please confirm

\*Response required



**8.2.12. *Company W-9\****

Please upload a current company W-9.

**\*Response required**

## 9. EVALUATION CRITERIA

Submission must be responsive to all material requirements that will enable the evaluation committee to evaluate submissions in accordance with the evaluation criteria to make a recommendation to H-GAC officials. This includes a signed signature page by a person authorized to bind the company to any contract/purchase order that may result from this Solicitation; if subcontracting, may include the completed Small and Minority Business Affirmation Form.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Products and Pricing</b>  Price is competitive and all information is completed on the pricing sheets as set out in the submittal section of this solicitation. Demonstrated ability to deliver services at a reasonable cost and all elements of cost detail are provided. If offering services, reasonable total fee schedule/not to exceed hourly rates. Any travel associated expenses that may be incurred for additional offered services are priced separately and cannot exceed current U.S. General Services Administration established rates. For more information please visit: <a href="https://www.gsa.gov/travel-resources">https://www.gsa.gov/travel-resources</a>	0-5 Points	45 (45% of Total)
2.	<b>Distinguishing Services</b>  Completed Distinguishing Services form. Details outline to what extent Respondent can demonstrate and document services, and foster an atmosphere of quality and high performance in its organization. Practices that elevate Respondent beyond the average/minimum standards of other Respondents.	0-5 Points	20 (20% of Total)

3.	<p><b>Business Practices and Operations</b></p> <p>Completed Business Practices and Operations form. Detailed acceptable information is provided on Respondent's history, practices, and philosophies, demonstrating the ability to effectively support this contract and HGACBuy members' needs; information is provided related to organizational structure, and includes key staff responsibilities. All licenses and certificates are satisfactory and are provided as required by the Solicitation. Details are provided on any bankruptcies, plus safety and insurance claims with which Respondent has been involved during the past five (5) years.</p>	0-5 Points	10 (10% of Total)
4.	<p><b>Geographic Areas Served / Authorized Distributor</b></p> <p>Detailed geographic coverage is provided and demonstrates the ability to meet the needs of Customers throughout the United States. If applicable, dealer network (nationwide) is provided and describes how it will be used to promote this program and provide products/services to H-GAC members nationwide. Approval letter from each manufacturer is submitted (when applicable); authorization letters include the regions in which equipment may be sold or serviced. A listing of all planned retailers/distributors (if applicable), etc. that may be used during the term of this contract to deliver goods or services is provided.</p>	0-5 Points	10 (10% of Total)

5.	<p><b>Past Performance</b></p> <p>An evaluation will be conducted of the Respondents previous contract performance as an HGACBuy contractor based on the performance measured listed below. <u>Those with no history will receive the maximum for this criterion.</u> NOTE: For joint responses, each party will be scored as outlined and an overall average will be taken of all companies submitting a signed signature page to determine the overall score for each joint submission.</p> <p>PERFORMANCE MEASURES (2% each)</p> <ul style="list-style-type: none"> <li>• Timely and accurate response to request for information and/or request for quotes/pricing</li> <li>• Timely delivery of product or services (as quoted at time of order placement)</li> <li>• Quality of products/service</li> <li>• Timely and accurate submission of Contractor's Activity Report</li> <li>• Timely payment of order processing charge</li> </ul>	0-5 Points	10 (10% of Total)
6.	<p><b>References</b></p> <p>Five (5) adequate references and examples of previous, similar work for government customers in comparable size and requirements are provided.</p>	0-5 Points	5 (5% of Total)

## 10. EVALUATION / SELECTION / TIE BIDS

**Evaluation:** An evaluation committee may consist of representatives from H-GAC and other stakeholders. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation.

**Selection:** Submissions will be evaluated based on a total top score of 100. The committee members will individually evaluate and numerically score each submission in accordance with the evaluation criteria section of this Solicitation. Respondents with a score of at least **70** may be eligible for a contract award recommendation, at the sole discretion of H-GAC.

**Tie Bids:** H-GAC may award a contract for tie bids by drawing lots or by awarding to multiple contractors. If time permits, the bidders involved shall be given an opportunity to attend the drawing. The drawing must be witnessed by at least three (3) persons and the contract file must contain the names and addresses of the witnesses and the person supervising the drawing. When an award is made by drawing by lot after receipt of equal low bids, the buyer must describe how the tie was broken by providing a written statement that the contract award was made in accordance with the circumstances justifying the priority used to break the tie or select bids for a drawing by lot. This does not prohibit H-GAC from rejecting all bids.

## 11. PRESENTATION / DEMO/ INTERVIEW AND BEST AND FINAL

**Presentation / Demonstration / Interview:** The evaluation committee reserves the right to request and require that each Respondent provide a final presentation/demonstration/interview regarding submission at a scheduled date and time. No Respondent is entitled to this opportunity, and no Respondent will be entitled to attend the presentation/demonstration/interview of any other Respondent. The purpose of the presentation/demonstration/interview is to inform the work of the evaluation committee. If necessary, Respondents may be required to make more than one presentation/demonstration/interview. Interviews can incorporate clarifying questions of the evaluation committee and H-GAC reserves the right to utilize the information to complete final scoring of proposals after the presentation/demonstration/interview. During this process, the proposer cannot incorporate, or present new information not contained in the original submitted proposal.

**Best and Final Offer (BAFO):** H-GAC reserves the right to request a Best and Final Offer from finalist Respondent(s), if it deems such an approach necessary. In general, BAFO would consist of updated costs and answers to specific questions that were identified during the evaluation. If H-GAC chooses to invoke this option, Submissions would be re-evaluated by incorporating the information requested in the BAFO document, including costs, and answers to specific questions presented in the document. The specific format for the BAFO would be determined during evaluation discussions. Turnaround time for responding to a BAFO is usually brief (i.e., five (5) business days).

## **12. APPROVAL / FINAL AND POST AWARD**

A recommendation will be presented to the H-GAC Board of Directors for approval to execute a contract. H-GAC reserves the right to award based on the best interests of H-GAC, whether that be single or multiple awards. However, the final approval and selection of award lies with the Board of Directors. H-GAC reserves the right to delay that date as needed and to reject any and all submissions as deemed in its interest.

H-GAC reserves the right to require the awarded Contractor attend a post award meeting with H-GAC staff and/or other designated persons at H-GAC offices in Houston, Texas within thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and requirements.

### 13. DEBRIEF / PROTEST

**Requesting a Debrief:** Requests for a debriefing must be made in writing to [HGACBuySolicitations@h-gac.com](mailto:HGACBuySolicitations@h-gac.com) within five (5) working days after notification of non-selection. H-GAC reserves the right to not conduct debriefings if requests are made after that time. This procedure is NOT available to Respondents who did not participate in the selected Solicitation, to non-responsive or non-timely Respondents, or when all submissions are rejected.

**Resolution of Protested Solicitations:** Any Respondent who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, and up to five (5) days after the H-GAC Board of Directors public agenda is posted for action regarding the questioned item. Grievances filed more than five (5) working days after action by the H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a Respondent to enter the grievance process, a written complaint must be sent to the Deputy Assistant Director of H-GAC by certified mail and sent to 3555 Timmons Lane, Houston, Texas 77027, which includes the following:

- A. Name, mailing address and business phone number of the complainant.
- B. Appropriate identification of the procurement being questioned.
- C. A precise statement of the reasons for the protest.
- D. Supporting exhibits, evidence, or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute a valid grievance. Upon receipt of grievance, the Deputy Executive Director will initiate the informal resolution process.

The Procurement and Contracts Department will contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Deputy Executive Director of the resolution with specifics on each point addressed in the original complaint.

If the Procurement and Contracts Department is not successful in resolving the allegations, the complaint, along with the comments, will be forwarded to the Deputy Executive Director immediately. The Deputy Executive Director will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Deputy Executive Director's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, will contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer will conduct a hearing and forward a summary and recommended resolution to the Executive Director.



The decision reached by the Executive Director or his designee will be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Respondent may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction.

**TOWNSHIP OF VERNON**

**RESOLUTION #24-253**

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

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

**WHEREAS**, Michael G Emmerich, an active firefighter and member of the Vernon Township Fire Department Co.1, is requesting approval to submit an application for membership to the New Jersey State Firemen's Association.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Vernon, Sussex County, New Jersey hereby approves Michael G Emmerich for membership in the New Jersey State Firemen's Association.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on September 23, 2024 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.						

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State  
Firefighter's Association  
Application for Membership

Form 100 – REV 9/23

Date 1/5/24

Relief Association Name VERNON TOWNSHIP Assoc. Number 416 Municipality VERNON County SUSSEX  
Fire Company Name CO. 1 Fire Department Name VERNON

Applicant Name Michael G Emmerich  
First Middle Initial Last Suffix

Home Address [REDACTED] Municipality [REDACTED] Zip Code [REDACTED] # of years [REDACTED]  
Street

Date of Birth [REDACTED] Birth Place Montclair SS # [REDACTED] (REQUIRED)

Applicant Phone Number [REDACTED] Applicant Email Address [REDACTED]

Have you ever applied to be a member of the NJSFA? ☒ Yes ☐ No If yes, when 1997 where Highland Lakes Fire Dept.

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

\* It is the Applicant's responsibility to notify their Local Relief Secretary of any address change throughout their career/membership. \*

Signature of Applicant (witnessed by a Notary Public): Michael Emmerich

State of New Jersey, County of SUSSEX  
On JUNE 27TH, 2024 before me, GEORGE CONWAY Notary Public in and for said county, personally appeared

MICHAEL EMMERICH (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

My Commission Expires: 6/20/29 George F Conway Notary Public Signature (Affix Notary Stamp Here)

Signature of Relief Association Secretary \_\_\_\_\_ Signature of Chief of Department \_\_\_\_\_

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

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

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

- A. Application portion should be completed by Applicant – Typed or Printed ONLY
  - B. Application must have the Physical Test Record completed by a New Jersey Licensed Physician, Nurse Practitioner or Physician's Assistant
  - C. The completed Application and Physical Test Record must be returned to the Local Relief Secretary
  - D. The Local Relief Secretary shall review the application for completeness, attain the proper signatures, and forward to the NJSFA State office.
- The Applicant is not a member of the NJSFA until the completed ORIGINAL hard-copy application is received AND approved at the NJSFA State office. Do NOT scan & email. Original hard-copy only will be processed.

**TOWNSHIP OF VERNON**

**RESOLUTION #24-254**

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

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

**WHEREAS**, Thomas Van Leuven is currently serving as the Acting Fire Marshal 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 Provisional 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 September 23, 2024 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 #24-255**

**AUTHORIZING THE COLLECTIVE BARGAINING AGREEMENT WITH  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES AND VERNON TOWNSHIP**

**WHEREAS**, the Township of Vernon has agreed to enter into a Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees ("AFSCME"), which shall govern the terms of employment and compensation for the Department of Public Works for the calendar years 2025 through 2029; and

**WHEREAS**, AFSCME, has agreed to enter in.to a Collective Bargaining Agreement with the Township of Vernon and has been voted upon by its members adopting said Agreement.

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

1. The Township Council authorizes a Collective Bargaining Agreement between the Township and the AFSCME.
2. The Mayor and Township Business Administrator are authorized to sign the Collective Bargaining Agreement on behalf of the Township.
3. This resolution shall take effect immediately.

A copy of this resolution as well as the referenced Collective Bargaining Agreement shall be placed on file with the Clerk of the Township.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on September 23, 2024 at 7:00 pm in the Vernon Municipal Center.

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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**  
**SUSSEX COUNTY, NEW JERSEY**

**ORDINANCE #24-21**

**AN ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY AMENDING CHAPTER 275 OF THE TOWNSHIP CODE TO REPEAL CHAPTER 275 AND REPLACE SAME; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Legislature of the State of New Jersey has, in N.J.S.A. 40:48 et seq and N.J.S.A. 40:55D et seq., conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the Township of Vernon and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

**WHEREAS**, the Township of Vernon was accepted for participation in the National Flood Insurance Program on February 15, 1984 and the Council of the Township of Vernon desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59, 60, 65 and 70 necessary for such participation; and

**WHEREAS**, the Township of Vernon is required, pursuant to N.J.A.C. 5:23 et seq., to administer and enforce the State building codes, and such building codes contain certain provisions that apply to the design and construction of buildings and structures in flood hazard areas; and

**WHEREAS**, the Township of Vernon is required, pursuant to N.J.S.A. 40:49-5, to enforce zoning codes that secure safety from floods and contain certain provisions that apply to the development of lands; and

**WHEREAS**, the Township of Vernon is required, pursuant to N.J.S.A.58:16A-57, within 12 months after the delineation of any flood hazard area, to adopt rules and regulations concerning the development and use of land in the flood fringe area which at least conform to the standards promulgated by the New Jersey Department of Environmental Protection (NJDEP).

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Township of Vernon that the following floodplain management regulations are hereby adopted.

**SECTION 1. Chapter 275, titled “Flood Damage Prevention” is hereby repealed and replaced with the following:**

**Chapter 275 Flood Damage Prevention**

**§ 275-1 GENERAL.**

**§ 275-1.1 Title.**

These regulations, in combination with the flood provisions of the Uniform Construction Code (UCC) N.J.A.C. 5:23 (hereinafter “Uniform Construction Code,” consisting of the Building Code, Residential Code, Rehabilitation Subcode, and related codes, and the New Jersey Flood Hazard Area Control Act (hereinafter “FHACA”), N.J.A.C. 7:13, shall be known as the *Floodplain Management Regulations* of the Township of Vernon (hereinafter “these regulations”).

**§ 275-1.2 Scope.**

These regulations, in combination with the flood provisions of the Uniform Construction Code and FHACA shall apply to all proposed development in flood hazard areas established in § 275-2.

**§ 275-1.3 Purposes and objectives.** The purposes and objectives of these regulations are to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific flood hazard areas through the establishment of comprehensive regulations for management of flood hazard areas, designed to:

- (1) Protect human life and health.
- (2) Prevent unnecessary disruption of commerce, access, and public service during times of flooding.
- (3) Manage the alteration of natural floodplains, stream channels and shorelines;
- (4) Manage filling, grading, dredging and other development which may increase flood damage or erosion potential.
- (5) Prevent or regulate the construction of flood barriers which will divert floodwater or increase flood hazards.
- (6) Contribute to improved construction techniques in the floodplain.
- (7) Minimize damage to public and private facilities and utilities.
- (8) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.
- (9) Minimize the need for rescue and relief efforts associated with flooding.
- (10) Ensure that property owners, occupants, and potential owners are aware of property located in flood hazard areas.
- (11) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- (12) Meet the requirements of the National Flood Insurance Program for community participation set



forth in Title 44 Code of Federal Regulations, Section 59.22.

**§ 275-1.4 Coordination with Building Codes.** Pursuant to the requirement established in N.J.A.C. 5:23, the Uniform Construction Code, that the Township of Vernon administer and enforce the State building codes, the Township Council of the Township of Vernon does hereby acknowledge that the Uniform Construction Code contains certain provisions that apply to the design and construction of buildings and structures in flood hazard areas. Therefore, these regulations are intended to be administered and enforced in conjunction with the Uniform Construction Code.

**§ 275-1.5 Ordinary Building Maintenance and Minor Work.** Improvements defined as ordinary building maintenance and minor work projects by the Uniform Construction Code including non-structural replacement-in-kind of windows, doors, cabinets, plumbing fixtures, decks, walls, partitions, new flooring materials, roofing, etc. shall be evaluated by the Floodplain Administrator through the floodplain development permit to ensure compliance with § 275.3.16, Substantial Damage and Substantial Improvement.

**§ 275-1.6 Warning.** The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. Enforcement of these regulations does not imply that land outside the special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage.

**§ 275-1.7 Other laws.** The provisions of these regulations shall not be deemed to nullify any provisions of local, State, or Federal law.

**§ 275-1.8 Violations and Penalties for Noncompliance.** No structure or land shall hereafter be constructed, re-located to, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation under N.J.S.A. 40:49-5. Any person who violates this ordinance or fails to comply with any of its requirements shall be subject to one (1) or more of the following: a fine of not more than \$1250, imprisonment for a term not exceeding ninety (90) days or a period of community service not exceeding 90 days.

Each day in which a violation of an ordinance exists shall be considered to be a separate and distinct violation subject to the imposition of a separate penalty for each day of the violation as the Court may determine except that the owner will be afforded the opportunity to cure or abate the condition during a 30 day period and shall be afforded the opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30-day period, a fine greater than \$1250 may be imposed if the court has not determined otherwise, or if upon reinspection of the property, it is determined that the abatement has not been substantially completed.

Any person who is convicted of violating an ordinance within one year of the date of a previous violation of the same ordinance and who was fined for the previous violation, shall be sentenced by a court to an additional fine as a repeat offender. The additional fine imposed by the court upon a person for a repeated offense shall not be less than the minimum or exceed the maximum fine fixed

for a violation of the ordinance, but shall be calculated separately from the fine imposed for the violation of the ordinance.

**§ 275-1.9 Solid Waste Disposal in a Flood Hazard Area.** Any person who has unlawfully disposed of solid waste in a floodway or floodplain who fails to comply with this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$2500 or up to a maximum penalty by a fine not exceeding \$10,000 under N.J.S.A. 40:49-5.

**§ 275-1.10 Abrogation and greater restrictions.** These regulations supersede any ordinance in effect in flood hazard areas. However, these regulations are not intended to repeal or abrogate any existing ordinances including land development regulations, subdivision regulations, zoning ordinances, stormwater management regulations, or building codes. In the event of a conflict between these regulations and any other ordinance, code, or regulation, the more restrictive shall govern.

## **§ 275-2 APPLICABILITY**

**§ 275-2.1 General.** These regulations, in conjunction with the Uniform Construction Code, provide minimum requirements for development located in flood hazard areas, including the subdivision of land and other developments; site improvements and installation of utilities; placement and replacement of manufactured homes; placement of recreational vehicles; new construction and alterations, repair, reconstruction, rehabilitation or additions of existing buildings and structures; substantial improvement of existing buildings and structures, including repair of substantial damage; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; and certain building work exempt from permit under the Uniform Construction Code; and other buildings and development activities.

**§ 275-2.2 Establishment of Flood Hazard Areas.** The Township of Vernon was accepted for participation in the National Flood Insurance Program on February 15, 1984.

The National Flood Insurance Program (NFIP) floodplain management regulations encourage that all Federal, State, and Local regulations that are more stringent than the minimum NFIP standards take precedence in permitting decisions. The FHACA requires that the effective Flood Insurance Rate Map, most recent preliminary FEMA mapping and flood studies, and Department delineations be compared to determine the most restrictive mapping. The FHACA also regulates unstudied flood hazard areas in watersheds measuring 50 acres or greater in size and most riparian zones in New Jersey. Because of these higher standards, the regulated flood hazard area in New Jersey may be more expansive and more restrictive than the FEMA Special Flood Hazard Area. Maps and studies that establish flood hazard areas are on file at the Vernon Township Building Department, 21 Church Street, Vernon, NJ 07462.

The following sources identify flood hazard areas in this jurisdiction and must be considered when determining the Best Available Flood Hazard Data Area:

- 1) **Effective Flood Insurance Study.** Special Flood Hazard Areas (SFHAs) identified by the Federal Emergency Management Agency in a scientific and engineering report entitled “Flood Insurance Study, Sussex County, New Jersey (all jurisdictions)” dated September 29, 2011 and the accompanying Flood Insurance Rate Maps (FIRM) identified in Table 2.2-1 whose top-level document (appendix map) effective date is September 29, 2011 are hereby adopted by reference.

Table 2.2-1

Map Panel #	Effective Date	Suffix	Map Panel #	Effective Date	Suffix
34037C0066	9/29/2011	E	34037C0187	9/29/2011	E
34037C0067	9/29/2011	E	34037C0195	9/29/2011	E
34037C0068	9/29/2011	E	34037C0205	9/29/2011	E
34037C0069	9/29/2011	E	34037C0210	9/29/2011	E
34037C0090	9/29/2011	E	34037C0215	9/29/2011	E
34037C0177	9/29/2011	E	34037C0220	9/29/2011	E
34037C0179	9/29/2011	E	34037C0228	9/29/2011	E
34037C0181	9/29/2011	E	34037C0335	9/29/2011	E
34037C0183	9/29/2011	E	34037C0355	9/29/2011	E
34037C0185	9/29/2011	E			

- 2) **Federal Best Available Information.** The Township of Vernon shall utilize Federal flood information as listed in the table below that provides more detailed hazard information, higher flood elevations, larger flood hazard areas, and results in more restrictive regulations. This information may include but is not limited to preliminary flood elevation guidance from FEMA (such as Advisory Flood Hazard Area Maps, Work Maps or Preliminary FIS and FIRM). Additional Federal Best Available studies issued after the date of this ordinance must also be considered. These studies are listed on FEMA’s Map Service Center. This information shall be used for floodplain regulation purposes only.

Table 2.2-2

Map Panel #	Preliminary Date	Map Panel #	Preliminary Date
-------------	------------------	-------------	------------------

None as of the date of this ordinance			

- 3) **Other Best Available Data.** The Township of Vernon shall utilize high water elevations from flood events, groundwater flooding areas, studies by federal or state agencies, or other information deemed appropriate by the Township of Vernon. Other “best available information” may not be used which results in less restrictive flood elevations, design standards, or smaller flood hazard areas than the sources described in Section 275-2.2(1) and (2), above. This information shall be used for floodplain regulation purposes only.

- 4) **State Regulated Flood Hazard Areas.** For State regulated waters, the NJ Department of Environmental Protection (NJDEP) identifies the flood hazard area as the land, and the space above that land, which lies below the “Flood Hazard Area Control Act Design Flood Elevation”, as defined in § 275-9, and as described in the New Jersey Flood Hazard Area Control Act at N.J.A.C. 7:13. A FHACA flood hazard area exists along every regulated water that has a drainage area of 50 acres or greater. Such area may extend beyond the boundaries of the Special Flood Hazard Areas (SFHAs) as identified by FEMA. The following is a list of New Jersey State studied waters in this community under the FHACA, and their respective map identification numbers.

Table 2.2-3 List of State Studied Waters

Name of Studied Water	File Name	Map Number
None as of the date of this ordinance		

**§ 275-2.3 Establishing the Local Design Flood Elevation (LDFE).** The Local Design Flood Elevation (LDFE) is established in the flood hazard areas determined § 275.2.2, above, using the best available flood hazard data sources, and the Flood Hazard Area Control Act minimum Statewide elevation requirements for lowest floors in A, Coastal A, and V zones, ASCE 24 requirements for critical facilities as specified by the building code, plus additional freeboard as specified by this ordinance.

At a minimum, the Local Design Flood Elevation shall be as follows:

- 1) For a delineated watercourse, the elevation associated with the Best Available Flood Hazard Data Area determined § 275.2.2, above plus one foot or as described by N.J.A.C. 7:13 of freeboard; or
- 2) For any un-delineated watercourse (where mapping or studies described in § 275-2.2(1) and (2) above are not available) that has a contributory drainage area of 50 acres or more, the applicants must provide one of the following to determine the Local Design Flood Elevation:
  - a. A copy of an unexpired NJDEP Flood Hazard Area Verification plus one foot of freeboard and any additional freeboard as required by ASCE 24; or
  - b. A determination of the Flood Hazard Area Design Flood Elevation using Method 5 or Method 6 (as described in N.J.A.C. 7:13) plus one foot of freeboard and any additional freeboard as required by ASCE 24. Any determination using these methods must be sealed and submitted according to this § 275-5.2 and 275-5.3.
- 3) AO Zones – For Zone AO areas on the municipality’s FIRM (or on preliminary flood elevation guidance from FEMA), the Local Design Flood Elevation is determined from the FIRM panel as the highest adjacent grade plus the depth number specified plus one foot of freeboard. If no depth number is specified, the Local Design Flood Elevation is three (3) feet above the highest adjacent grade.
- 4) Class IV Critical Facilities - For any proposed development of new and substantially improved Flood Design Class IV Critical Facilities, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 2 feet of freeboard in accordance with ASCE 24.
- 5) Class III Critical Facilities - For proposed development of new and substantially improved Flood Design Class III Critical Facilities in coastal high hazard areas, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 1 foot of freeboard in accordance with ASCE 24.

## **§ 275-3 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR**

**§ 275-3.1 Floodplain Administrator Designation.** The Township Construction Official is designated the Floodplain Administrator. The Floodplain Administrator shall have the authority to delegate performance of certain duties to other employees.

**§ 275-3.2 General.** The Floodplain Administrator is authorized and directed to administer the provisions of these regulations. The Floodplain Administrator shall have the authority to render interpretations of these regulations consistent with the intent and purpose of these regulations and to establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be consistent with the intent and purpose of these regulations and the flood provisions of the building code and shall not have the effect of waiving specific requirements without the granting of a variance pursuant to § 275-7.

**§ 275-3.3 Coordination.** The Floodplain Administrator shall coordinate with the Construction Official to administer and enforce the flood provisions of the Uniform Construction Code.

**§ 275-3.4 Duties.** The duties of the Floodplain Administrator shall include but are not limited to:

- (1) Review all permit applications to determine whether proposed development is located in flood hazard areas established in § 275-2.
- (2) Require development in flood hazard areas to be reasonably safe from flooding and to be designed and constructed with methods, practices and materials that minimize flood damage.
- (3) Interpret flood hazard area boundaries and provide available flood elevation and flood hazard information.
- (4) Determine whether additional flood hazard data shall be obtained or developed.
- (5) Review required certifications and documentation specified by these regulations and the building code to determine that such certifications and documentations are complete.
- (6) Establish, in coordination with the Construction Official, written procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to § 275-3.16.
- (7) Coordinate with the Construction Official and others to identify and investigate damaged buildings located in flood hazard areas and inform owners of the requirement to obtain permits for repairs.
- (8) Review requests submitted to the Construction Official seeking approval to modify the strict application of the flood load and flood resistant construction requirements of the Uniform Construction code to determine whether such requests require consideration as a variance pursuant § 275-7.
- (9) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.
- (10) Require applicants who propose alteration of a watercourse to notify adjacent

jurisdictions and the NJDEP Bureau of Flood Engineering, and to submit copies of such notifications to the Federal Emergency Management Agency (FEMA).

- (11) Inspect development in accordance with § 275-6 and inspect flood hazard areas to determine if development is undertaken without issuance of permits.
- (12) Prepare comments and recommendations for consideration when applicants seek variances in accordance with § 275-7.
- (13) Cite violations in accordance with § 275-8.
- (14) Notify the Federal Emergency Management Agency when the corporate boundaries of the Township of Vernon have been modified.
- (15) Permit Ordinary Maintenance and Minor Work in the regulated areas discussed in § 275-2.2.

**§ 275-3.5 Use of changed technical data.** The Floodplain Administrator and the applicant shall not use changed flood hazard area boundaries or base flood elevations for proposed buildings or developments unless the Floodplain Administrator or applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) revision and has received the approval of the Federal Emergency Management Agency. A revision of the effective FIRM does not remove the related feature(s) on a flood hazard area delineation that has been promulgated by the NJDEP. A separate application must be made to the State pursuant to N.J.A.C. 7:13 for revision of a flood hazard design flood elevation, flood hazard area limit, floodway limit, and/or other related feature.

**§ 275-3.6 Other permits.** It shall be the responsibility of the Floodplain Administrator to assure that approval of a proposed development shall not be given until proof that necessary permits have been granted by Federal or State agencies having jurisdiction over such development, including section 404 of the Clean Water Act. In the event of conflicting permit requirements, the Floodplain Administrator must ensure that the most restrictive floodplain management standards are reflected in permit approvals.

**§ 275-3.7 Determination of Local Design Flood Elevations.** If design flood elevations are not specified, the Floodplain Administrator is authorized to require the applicant to:

- (1) Obtain, review, and reasonably utilize data available from a Federal, State, or other source, or
- (2) Determine the design flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques. Such analyses shall be performed and sealed by a licensed professional engineer. Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator. The accuracy of data submitted for such determination shall be the responsibility of the applicant.

It shall be the responsibility of the Floodplain Administrator to verify that the applicant's proposed Best Available Flood Hazard Data Area and the Local Design Flood Elevation in any development permit accurately applies the best available flood hazard data and methodologies for determining flood hazard areas and design elevations described in § 275-2.2 and § 275-2.3. This information shall be provided to the Construction Official and documented according to the requirements of §

275-3.17.

**§ 275-3.8 Requirement to submit new technical data.** Base Flood Elevations may increase or decrease resulting from natural changes (e.g. erosion, accretion, channel migration, subsidence, uplift) or man-made physical changes (e.g. dredging, filling, excavation) affecting flooding conditions. As soon as practicable, but not later than six months after the date of a man-made change or when information about a natural change becomes available, the Floodplain Administrator shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Title 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

**§ 275-3.9 Activities in riverine flood hazard areas.** In riverine flood hazard areas where design flood elevations are specified but floodways have not been designated, the Floodplain Administrator shall not permit any new construction, substantial improvement or other development, including the placement of fill, unless the applicant submits an engineering analysis prepared by a licensed professional engineer that demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachment, will not increase the design flood elevation more than 0.2 feet at any point within the community.

**§ 275-3.10 Floodway encroachment.** Prior to issuing a permit for any floodway encroachment, including fill, new construction, substantial improvements and other development or land-disturbing-activity, the Floodplain Administrator shall require submission of a certification prepared by a licensed professional engineer, along with supporting technical data, that demonstrates that such development will not cause any increase in the base flood level.

**§ 275-3.11 Floodway revisions.** A floodway encroachment that increases the level of the base flood is authorized if the applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) and has received the approval of FEMA.

**§ 275-3.12 Watercourse alteration.** Prior to issuing a permit for any alteration or relocation of any watercourse, the Floodplain Administrator shall require the applicant to provide notification of the proposal to the appropriate authorities of all adjacent government jurisdictions, as well as the NJDEP Bureau of Flood Engineering and the Division of Land Resource Protection. A copy of the notification shall be maintained in the permit records and submitted to FEMA.

**§ 275-3.13 Engineering analysis.** The Floodplain Administrator shall require submission of an engineering analysis prepared by a licensed professional engineer, demonstrating that the flood-carrying capacity of the altered or relocated portion of the watercourse will be maintained, neither increased nor decreased. Such watercourses shall be maintained in a manner that preserves the channel's flood-carrying capacity.

**§ 275-3.14 Alterations in coastal areas.** The excavation or alteration of sand dunes is governed by the New Jersey Coastal Zone Management (CZM) rules, N.J.A.C. 7:7. Prior to issuing a flood damage prevention permit for any alteration of sand dunes in coastal high hazard areas and Coastal



A Zones, the Floodplain Administrator shall require that a New Jersey CZM permit be obtained and included in the flood damage prevention permit application. The applicant shall also provide documentation of any engineering analysis, prepared by a licensed professional engineer, that demonstrates that the proposed alteration will not increase the potential for flood damage.

**§ 275-3.15 Development in riparian zones** All development in Riparian Zones as described in N.J.A.C. 7:13 is prohibited by this ordinance unless the applicant has received an individual or general permit or has complied with the requirements of a permit by rule or permit by certification from NJDEP Division of Land Resource Protection prior to application for a floodplain development permit and the project is compliant with all other Floodplain Development provisions of this ordinance. The width of the riparian zone can range between 50 and 300 feet and is determined by the attributes of the waterbody and designated in the New Jersey Surface Water Quality Standards N.J.A.C. 7:9B. The portion of the riparian zone located outside of a regulated water is measured landward from the top of bank. Applicants can request a verification of the riparian zone limits or a permit applicability determination to determine State permit requirements under N.J.A.C. 7:13 from the NJDEP Division of Land Resource Protection.

**§ 275-3.16 Substantial improvement and substantial damage determinations.** When buildings and structures are damaged due to any cause including but not limited to man-made, structural, electrical, mechanical, or natural hazard events, or are determined to be unsafe as described in N.J.A.C. 5:23; and for applications for building permits to improve buildings and structures, including alterations, movement, repair, additions, rehabilitations, renovations, ordinary maintenance and minor work, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Construction Official, shall:

- (1) Estimate the market value, or require the applicant to obtain a professional appraisal prepared by a qualified independent appraiser, of the market value of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
- (2) Determine and include the costs of all ordinary maintenance and minor work, as discussed in § 275-1.5, performed in the floodplain regulated by this ordinance in addition to the costs of those improvements regulated by the Construction Official in substantial damage and substantial improvement calculations.
- (3) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, where applicable, to the market value of the building or structure.
- (4) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage. This determination shall also include the evaluation of flood related damages over a 10-year period to determine if the costs of repairs at the times of each flood constitutes a repetitive loss as defined by this ordinance.
- (5) Notify the applicant in writing when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant when it is determined that work does not constitute substantial improvement or repair of substantial

damage. The Floodplain Administrator shall also provide all letters documenting substantial damage and compliance with flood resistant construction requirements of the building code to the NJDEP Bureau of Flood Engineering.

**§ 275-3.17 Department records.** In addition to the requirements of the building code and these regulations, and regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of these regulations and the flood provisions of the Uniform Construction Code, including Flood Insurance Studies, Flood Insurance Rate Maps; documents from FEMA that amend or revise FIRMs; NJDEP delineations, records of issuance of permits and denial of permits; records of ordinary maintenance and minor work, determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required certifications and documentation specified by the Uniform Construction Code and these regulations including as-built Elevation Certificates; notifications to adjacent communities, FEMA, and the State related to alterations of watercourses; assurance that the flood carrying capacity of altered waterways will be maintained; documentation related to variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to these regulations and the flood resistant provisions of the Uniform Construction Code. The Floodplain Administrator shall also record the required elevation, determination method, and base flood elevation source used to determine the Local Design Flood Elevation in the floodplain development permit.

**§ 275-3.18 Liability.** The Floodplain Administrator and any employee charged with the enforcement of these regulations, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by these regulations or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of these regulations shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Floodplain Administrator and any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these regulations.

#### **§ 275-4 PERMITS.**

**§ 275-4.1 Permits Required.** Any person, owner or authorized agent who intends to conduct any development in a flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

**§ 275-4.2 Application for permit.** The applicant shall file an application in writing on a form furnished by the Floodplain Administrator. Such application shall:

- (1) Identify and describe the development to be covered by the permit.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and

definitively locate the site.

- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan and construction documents as specified in § 275-5, grading and filling plans and other information deemed appropriate by the Floodplain Administrator.
- (5) State the valuation of the proposed work, including the valuation of ordinary maintenance and minor work.
- (6) Be signed by the applicant or the applicant's authorized agent.

**§ 275-4.3 Validity of permit.** The issuance of a permit under these regulations or the Uniform Construction Code shall not be construed to be a permit for, or approval of, any violation of this appendix or any other ordinance of the jurisdiction. The issuance of a permit based on submitted documents and information shall not prevent the Floodplain Administrator from requiring the correction of errors. The Floodplain Administrator is authorized to prevent occupancy or use of a structure or site which is in violation of these regulations or other ordinances of this jurisdiction.

**§ 275-4.4 Expiration.** A permit shall become invalid when the proposed development is not commenced within 180 days after its issuance, or when the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions shall be requested in writing and justifiable cause demonstrated. The Floodplain Administrator is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each.

**§ 275-4.5 Suspension or revocation.** The Floodplain Administrator is authorized to suspend or revoke a permit issued under these regulations wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or code of this jurisdiction.

## **§ 275-5 SITE PLANS AND CONSTRUCTION DOCUMENTS.**

**§ 275-5.1 Information for development in flood hazard areas.** The site plan or construction documents for any development subject to the requirements of these regulations shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations when necessary for review of the proposed development. For buildings that are located in more than one flood hazard area, the elevation and provisions associated with the most restrictive flood hazard area shall apply.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with this § 275-5.2.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with § 275-5.2(3).
- (4) Location of the proposed activity and proposed structures, and locations of existing

buildings and structures; in coastal high hazard areas and Coastal A zones, new buildings shall be located landward of the reach of mean high tide.

- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose. The applicant shall provide an engineering certification confirming that the proposal meets the flood storage displacement limitations of N.J.A.C. 7:13.
- (7) Extent of any proposed alteration of sand dunes.
- (8) Existing and proposed alignment of any proposed alteration of a watercourse.
- (9) Floodproofing certifications, V Zone and Breakaway Wall Certifications, Operations and Maintenance Plans, Warning and Evacuation Plans and other documentation required pursuant to FEMA publications.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by these regulations but that are not required to be prepared by a registered design professional when it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance.

**§ 275-5.2 Information in flood hazard areas without base flood elevations (approximate Zone A).** Where flood hazard areas are delineated on the effective or preliminary FIRM and base flood elevation data have not been provided, the applicant shall consult with the Floodplain Administrator to determine whether to:

- (1) Use the Approximation Method (Method 5) described in N.J.A.C. 7:13 in conjunction with Appendix 1 of the FHACA to determine the required flood elevation.
- (2) Obtain, review, and reasonably utilize data available from a Federal, State or other source when those data are deemed acceptable to the Floodplain Administrator to reasonably reflect flooding conditions.
- (3) Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques according to Method 6 as described in N.J.A.C. 7:13. Such analyses shall be performed and sealed by a licensed professional engineer.

Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator prior to floodplain development permit issuance. The accuracy of data submitted for such determination shall be the responsibility of the applicant. Where the data are to be used to support a Letter of Map Change (LOMC) from FEMA, the applicant shall be responsible for satisfying the submittal requirements and pay the processing fees.

**§ 275-5.3 Analyses and certifications by a Licensed Professional Engineer.** As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this § 275-5.4, the applicant shall have the following analyses signed and sealed by a licensed professional engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed

development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in § 275-5.4 and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

- (2) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the FIS or FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments will not increase the base flood elevation more than 0.2 feet at any point within the jurisdiction. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained, neither increasing nor decreasing the channel's flood-carrying capacity. The applicant shall submit the analysis to FEMA as specified in § 275-5.4. The applicant shall notify the chief executive officer of all affected adjacent jurisdictions, the NJDEP's Bureau of Flood Engineering and the Division of Land Resource Protection; and shall provide documentation of such notifications.
- (4) For activities that propose to alter sand dunes in coastal high hazard areas (Zone V) and Coastal A Zones, an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage and documentation of the issuance of a New Jersey Coastal Zone Management permit under N.J.A.C. 7:7.
- (5) For analyses performed using Methods 5 and 6 (as described in N.J.A.C. 7:13) in flood hazard zones without base flood elevations (approximate A zones).

**§ 275-5.4 Submission of additional data.** When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change (LOMC) from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

## **§ 275-6 INSPECTIONS.**

**§ 275-6.1 General.** Development for which a permit is required shall be subject to inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

**§ 275-6.2 Inspections of development.** The Floodplain Administrator shall inspect all development in flood hazard areas authorized by issuance of permits under these regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to determine if

development is undertaken without issuance of a permit.

**§ 275-6.3 Buildings and structures.** The Construction Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit in accordance with the Uniform Construction Code, N.J.A.C. 5:23.

- (1) **Lowest floor elevation.** Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in § 275-15.2 shall be submitted to the Construction Official on an Elevation Certificate.
- (2) **Lowest horizontal structural member.** In V zones and Coastal A zones, upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in § 275-15.2 shall be submitted to the Construction Official on an Elevation Certificate.
- (3) **Installation of attendant utilities** (electrical, heating, ventilating, air-conditioning, and other service equipment) and sanitary facilities elevated as discussed in this § 275-15.2.
- (4) **Final inspection.** Prior to the final inspection, certification of the elevation required in this § 275-15.2 shall be submitted to the Construction Official on an Elevation Certificate.

**§ 275-6.4 Manufactured homes.** The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of these regulations and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted on an Elevation Certificate to the Floodplain Administrator prior to the final inspection.

## **§ 275-7 VARIANCES.**

**§ 275-7.1 General.** The Vernon Township Land Use Board ("Land Use Board") shall hear and decide requests for variances. The Land Use Board shall base its determination on technical justifications submitted by applicants, the considerations for issuance in this Section 275-7.5, the conditions of issuance set forth in this Section 275-7.6, and the comments and recommendations of the Floodplain Administrator and, as applicable, the Construction Official. The Land Use Board has the right to attach such conditions to variances as it deems necessary to further the purposes and objectives of these regulations.

**§ 275-7.2 Historic structures.** A variance to the substantial improvement requirements of this ordinance is authorized provided that the repair or rehabilitation of a historic structure is completed according to N.J.A.C. 5:23-6.33, Section 1612 of the International Building Code and R322 of the International Residential Code, the repair or rehabilitation will not preclude the structure's continued designation as a historic structure, the structure meets the definition of the historic structure as described by this ordinance, and the variance is the minimum necessary to preserve the historic character and design of the structure.

**§ 275-7.3 Functionally dependent uses.** A variance is authorized to be issued for the

construction or substantial improvement necessary for the conduct of a functionally dependent use provided the variance is the minimum necessary to allow the construction or substantial improvement, and that all due consideration has been given to use of methods and materials that minimize flood damage during the base flood and create no additional threats to public safety.

**§ 275-7.4 Restrictions in floodways.** A variance shall not be issued for any proposed development in a floodway when any increase in flood levels would result during the base flood discharge, as evidenced by the applicable analysis and certification required in this § 275-5.3(1).

**§ 275-7.5 Considerations.** In reviewing requests for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage.
- (2) The danger to life and property due to flooding or erosion damage.
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.
- (4) The importance of the services provided by the proposed development to the community.
- (5) The availability of alternate locations for the proposed development that are not subject to flooding or erosion and the necessity of a waterfront location, where applicable.
- (6) The compatibility of the proposed development with existing and anticipated development.
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.
- (8) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwater and the effects of wave action, where applicable, expected at the site.
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

**§ 275-7.6 Conditions for issuance.** Variances shall only be issued upon:

- (1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site limit compliance with any provision of these regulations or renders the elevation standards of the building code inappropriate.
- (2) A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable.
- (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

- (4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Notification to the applicant in writing over the signature of the Floodplain Administrator that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and that such construction below the base flood level increases risks to life and property.

## **§ 275-8 VIOLATIONS.**

**§ 275-8.1 Violations.** Any development in any flood hazard area that is being performed without an issued permit or that is in conflict with an issued permit shall be deemed a violation. A building or structure without the documentation of elevation of the lowest floor, the lowest horizontal structural member if in a V or Coastal A Zone, other required design certifications, or other evidence of compliance required by the building code is presumed to be a violation until such time as that documentation is provided.

**§ 275-8.2 Authority.** The Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of property involved, to the owner's agent, or to the person or persons doing the work for development that is not within the scope of the Uniform Construction Code, but is regulated by these regulations and that is determined to be a violation.

**§ 275-8.3 Unlawful continuance.** Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by N.J.S.A. 40:49-5 as appropriate.

**§ 275-8.4 Review Period to Correct Violations.** A 30-day period shall be given to the property owner as an opportunity to cure or abate the condition. The property owner shall also be afforded an opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30-day period, a fine greater than \$1,250.00 may be imposed if a court has not determined otherwise or, upon reinspection of the property, it is determined that the abatement has not been substantially completed.

## **§ 275-9 DEFINITIONS.**

**§ 275-9.1 General.** The following words and terms shall, for the purposes of these regulations, have the meanings shown herein. Other terms are defined in the Uniform Construction Code N.J.A.C. 5:23 and terms are defined where used in the International Residential Code and International Building Code (rather than in the definitions section). Where terms are not defined, such terms shall have ordinarily accepted meanings such as the context implies.

### **§ 275-9.2 Definitions**

**30 DAY PERIOD** – The period of time prescribed by N.J.S.A. 40:49-5 in which a property owner is afforded the opportunity to correct zoning and solid waste disposal after a notice of violation



pertaining to this ordinance has been issued.

**100 YEAR FLOOD ELEVATION** – Elevation of flooding having a 1% annual chance of being equaled or exceeded in a given year which is also referred to as the Base Flood Elevation.

**500 YEAR FLOOD ELEVATION** – Elevation of flooding having a 0.2% annual chance of being equaled or exceeded in a given year.

**A ZONES** – Areas of 'Special Flood Hazard in which the elevation of the surface water resulting from a flood that has a 1% annual chance of equaling or exceeding the Base Flood Elevation (BFE) in any given year shown on the Flood Insurance Rate Map (FIRM) zones A, AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. When used in reference to the development of a structure in this ordinance, A Zones are not inclusive of Coastal A Zones because of the higher building code requirements for Coastal A Zones.

**AH ZONES**– Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Base Flood Elevations (BFEs) derived from detailed hydraulic analyses are shown in this zone.

**AO ZONES** – Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet.

**ACCESSORY STRUCTURE** – Accessory structures are also referred to as appurtenant structures. An accessory structure is a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For example, a residential structure may have a detached garage or storage shed for garden tools as accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings.

**AGRICULTURAL STRUCTURE** - A structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Communities must require that new construction or substantial improvements of agricultural structures be elevated or floodproofed to or above the Base Flood Elevation (BFE) as any other nonresidential building. Under some circumstances it may be appropriate to wet-floodproof certain types of agricultural structures when located in wide, expansive floodplains through issuance of a variance. This should only be done for structures used for temporary storage of equipment or crops or temporary shelter for livestock and only in circumstances where it can be demonstrated that agricultural structures can be designed in such a manner that results in minimal damage to the structure and its contents and will create no additional threats to public safety. New construction or substantial improvement of livestock confinement buildings, poultry houses, dairy operations, similar livestock operations and any structure that represents more than a minimal investment must meet the elevation or dry-floodproofing requirements of 44 CFR 60.3(c)(3).

**AREA OF SHALLOW FLOODING** – A designated Zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding

is characterized by ponding or sheet flow. AREA OF SPECIAL FLOOD HAZARD – see SPECIAL FLOOD HAZARD AREA

ALTERATION OF A WATERCOURSE – A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ASCE 7 – The standard for the Minimum Design Loads for Buildings and Other Structures, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. which includes but is not limited to methodology and equations necessary for determining structural and flood-related design requirements and determining the design requirements for structures that may experience a combination of loads including those from natural hazards. Flood related equations include those for determining erosion, scour, lateral, vertical, hydrostatic, hydrodynamic, buoyancy, breaking wave, and debris impact.

ASCE 24 – The standard for Flood Resistant Design and Construction, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. References to ASCE 24 shall mean ASCE 24-14 or the most recent version of ASCE 24 adopted in the UCC Code [N.J.A.C. 5:23].

BASE FLOOD ELEVATION (BFE) – The water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year, as shown on a published Flood Insurance Study (FIS), or preliminary flood elevation guidance from FEMA. May also be referred to as the “100-year flood elevation”.

BASEMENT – Any area of the building having its floor subgrade (below ground level) on all sides.

BEST AVAILABLE FLOOD HAZARD DATA - The most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA AREA- The areal mapped extent associated with the most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA ELEVATION - The most recent available preliminary flood elevation guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BREAKAWAY WALLS – Any type of wall subject to flooding that is not required to provide structural support to a building or other structure and that is designed and constructed such that, below the Local Design Flood Elevation, it will collapse under specific lateral loads such that (1) it allows the free passage of floodwaters, and (2) it does not damage the structure or supporting foundation system. Certification in the V Zone Certificate of the design, plans, and specifications by a licensed design professional that these walls are in accordance with accepted standards of

practice is required as part of the permit application for new and substantially improved V Zone and Coastal A Zone structures. A completed certification must be submitted at permit application.

**BUILDING** – Per the FHACA, “Building” means a structure enclosed with exterior walls or fire walls, erected and framed of component structural parts, designed for the housing, shelter, enclosure, and support of individuals, animals, or property of any kind. A building may have a temporary or permanent foundation. A building that is intended for regular human occupation and/or residence is considered a habitable building.

**CONDITIONAL LETTER OF MAP REVISION** - A Conditional Letter of Map Revision (CLOMR) is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

**CONDITIONAL LETTER OF MAP REVISION - FILL** -- A Conditional Letter of Map Revision - Fill (CLOMR-F) is FEMA's comment on a proposed project involving the placement of fill outside of the regulatory floodway that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

**CRITICAL BUILDING** – Per the FHACA, “Critical Building” means that:

- a. It is essential to maintaining continuity of vital government operations and/or supporting emergency response, sheltering, and medical care functions before, during, and after a flood, such as a hospital, medical clinic, police station, fire station, emergency response center, or public shelter; or
- b. It serves large numbers of people who may be unable to leave the facility through their own efforts, thereby hindering or preventing safe evacuation of the building during a flood event, such as a school, college, dormitory, jail or detention facility, day care center, assisted living facility, or nursing home.

**DEVELOPMENT** – Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, drilling operations and other land-disturbing activities.

**DRY FLOODPROOFING** – A combination of measures that results in a non-residential structure, including the attendant utilities and equipment as described in the latest version of ASCE 24, being

watertight with all elements substantially impermeable and with structural components having the capacity to resist flood loads.

**ELEVATED BUILDING** – A building that has no basement and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns. Solid perimeter foundations walls are not an acceptable means of elevating buildings in V and VE Zones.

**ELEVATION CERTIFICATE** – An administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support an application for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

**ENCROACHMENT** – The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

**FEMA PUBLICATIONS** – Any publication authored or referenced by FEMA related to building science, building safety, or floodplain management related to the National Flood Insurance Program. Publications shall include but are not limited to technical bulletins, desk references, and American Society of Civil Engineers Standards documents including ASCE 24.

## **FLOOD OR FLOODING**

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
  1. The overflow of inland or tidal waters.
  2. The unusual and rapid accumulation or runoff of surface waters from any source.
  3. Mudslides (I.e. mudflows) which are proximately caused by flooding as defined in (a) (2) of this definition and are akin to a river or liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

**FLOOD HAZARD AREA DESIGN FLOOD ELEVATION** – Per the FHACA, the peak water surface elevation that will occur in a water during the flood hazard area design flood. This elevation is determined via available flood mapping adopted by the State, flood mapping published by FEMA (including effective flood mapping dated on or after January 31, 1980, or any more recent advisory, preliminary, or pending flood mapping; whichever results in higher flood elevations, wider floodway limits, greater flow rates, or indicates a change from an A zone to a V zone or coastal A zone), approximation, or calculation pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-3.1 – 3.6 and is typically higher than FEMA's base flood elevation. A water that has a drainage area measuring less than 50 acres does not possess, and is not assigned, a flood hazard area design flood elevation.

**FLOOD INSURANCE RATE MAP (FIRM)** – The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

**FLOOD INSURANCE STUDY (FIS)** – The official report in which the Federal Emergency Management Agency has provided flood profiles, as well as the Flood Insurance Rate Map(s) and the water surface elevation of the base flood.

**FLOODPLAIN OR FLOOD PRONE AREA** – Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

**FLOODPLAIN MANAGEMENT REGULATIONS** – Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power. The term describes such State or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

**FLOODPROOFING** – Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

**FLOODPROOFING CERTIFICATE** – Certification by a licensed design professional that the design and methods of construction for floodproofing a non-residential structure are in accordance with accepted standards of practice to a proposed height above the structure's lowest adjacent grade that meets or exceeds the Local Design Flood Elevation. A completed floodproofing certificate is required at permit application.

**FLOODWAY** – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than 0.2 foot.

**FREEBOARD** – A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

**FUNCTIONALLY DEPENDENT USE** – A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities necessary for the loading or unloading of cargo or passengers, and shipbuilding and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

**HABITABLE BUILDING**– Pursuant to the FHACA Rules (N.J.A.C. 7:13), means a building that is intended for regular human occupation and/or residence. Examples of a habitable building include a single-family home, duplex, multi-residence building, or critical building; a commercial building such as a retail store, restaurant, office building, or gymnasium; an accessory structure that is regularly occupied, such as a garage, barn, or workshop; mobile and manufactured homes, and

trailers intended for human residence, which are set on a foundation and/or connected to utilities, such as in a mobile home park (not including campers and recreational vehicles); and any other building that is regularly occupied, such as a house of worship, community center, or meeting hall, or animal shelter that includes regular human access and occupation. Examples of a non-habitable building include a bus stop shelter, utility building, storage shed, self-storage unit, construction trailer, or an individual shelter for animals such as a doghouse or outdoor kennel.

**HARDSHIP** – As related to § 275-7 of this ordinance, meaning the exceptional hardship that would result from a failure to grant the requested variance. The Land Use Board requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

**HIGHEST ADJACENT GRADE** – The highest natural elevation of the ground surface prior to construction next to the proposed or existing walls of a structure.

**HISTORIC STRUCTURE** – Any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a State inventory of historic places in States with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  1. By an approved State program as determined by the Secretary of the Interior; or
  2. Directly by the Secretary of the Interior in States without approved programs.

**LAWFULLY EXISTING** – Per the FHACA, means an existing fill, structure and/or use, which meets all Federal, State, and local laws, and which is not in violation of the FHACA because it was established:

- a. Prior to January 31, 1980; or
- b. On or after January 31, 1980, in accordance with the requirements of the FHACA as it existed at the time the fill, structure and/or use was established.

Note: Substantially damaged properties and substantially improved properties that have not been elevated are not considered “lawfully existing” for the purposes of the NFIP. This definition is included in this ordinance to clarify the applicability of any more stringent statewide floodplain management standards required under the FHACA.

**LETTER OF MAP AMENDMENT** - A Letter of Map Amendment (LOMA) is an official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map that is

requested through the Letter of Map Change (LOMC) process. A LOMA establishes a property's location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation. Because a LOMA officially amends the effective NFIP map, it is a public record that the community must maintain. Any LOMA should be noted on the community's master flood map and filed by panel number in an accessible location.

**LETTER OF MAP CHANGE** – The Letter of Map Change (LOMC) process is a service provided by FEMA for a fee that allows the public to request a change in flood zone designation in an Area of Special Flood Hazard on an Flood Insurance Rate Map (FIRM). Conditional Letters of Map Revision, Conditional Letters of Map Revision – Fill, Letters of Map Revision, Letters of Map Revision-Fill, and Letters of Map Amendment are requested through the Letter of Map Change (LOMC) process.

**LETTER OF MAP REVISION** - A Letter of Map Revision (LOMR) is FEMA's modification to an effective Flood Insurance Rate Map (FIRM). Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM or FIS report. Because a LOMR officially revises the effective NFIP map, it is a public record that the community must maintain. Any LOMR should be noted on the community's master flood map and filed by panel number in an accessible location.

**LETTER OF MAP REVISION – FILL** -- A Letter of Map Revision Based on Fill (LOMR-F) is FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway may be initiated through the Letter of Map Change (LOMC) Process. Because a LOMR-F officially revises the effective Flood Insurance Rate Map (FIRM) map, it is a public record that the community must maintain. Any LOMR-F should be noted on the community's master flood map and filed by panel number in an accessible location.

**LICENSED DESIGN PROFESSIONAL** – Licensed design professional shall refer to either a New Jersey Licensed Professional Engineer, licensed by the New Jersey State Board of Professional Engineers and Land Surveyors or a New Jersey Licensed Architect, licensed by the New Jersey State Board of Architects.

**LICENSED PROFESSIONAL ENGINEER** - A licensed professional engineer shall refer to individuals licensed by the New Jersey State Board of Professional Engineers and Land Surveyors.

**LOCAL DESIGN FLOOD ELEVATION (LDFE)** – The elevation reflective of the most recent available preliminary flood elevation guidance FEMA has provided as depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM which is also inclusive of freeboard specified by the New Jersey Flood Hazard Area Control Act and Uniform Construction Codes and any additional freeboard specified in a community's ordinance. In no circumstances shall a project's LDFE be lower than a permit-specified Flood Hazard Area Design

Flood Elevation or a valid NJDEP Flood Hazard Area Verification Letter plus the freeboard as required in ASCE 24 and the effective FEMA Base Flood Elevation.

**LOWEST ADJACENT GRADE** – The lowest point of ground, patio, or sidewalk slab immediately next a structure, except in AO Zones where it is the natural grade elevation.

**LOWEST FLOOR** – In A Zones, the lowest floor is the top surface of the lowest floor of the lowest enclosed area (including basement). In V Zones and coastal A Zones, the bottom of the lowest horizontal structural member of a building is the lowest floor. An unfinished or flood resistant enclosure, usable solely for the parking of vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of other applicable non-elevation design requirements of these regulations.

**MANUFACTURED HOME** – A structure that is transportable in one or more sections, eight (8) feet or more in width and greater than four hundred (400) square feet, built on a permanent chassis, designed for use with or without a permanent foundation when attached to the required utilities, and constructed to the Federal Manufactured Home Construction and Safety Standards and rules and regulations promulgated by the U.S. Department of Housing and Urban Development. The term also includes mobile homes, park trailers, travel trailers and similar transportable structures that are placed on a site for 180 consecutive days or longer.

**MANUFACTURED HOME PARK OR SUBDIVISION** – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**MARKET VALUE** – The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in these regulations, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value shall be determined by one of the following methods (1) Actual Cash Value (replacement cost depreciated for age and quality of construction), (2) tax assessment value adjusted to approximate market value by a factor provided by the tax assessor's office, or (3) established by a qualified independent appraiser.

**NEW CONSTRUCTION** – Structures for which the start of construction commenced on or after the effective date of the first floodplain regulation adopted by a community; includes any subsequent improvements to such structures. New construction includes work determined to be a substantial improvement.

**NON-RESIDENTIAL** – Pursuant to ASCE 24, any building or structure or portion thereof that is not classified as residential.

**ORDINARY MAINTENANCE AND MINOR WORK** – This term refers to types of work excluded from construction permitting under N.J.A.C. 5:23 in the March 5, 2018 New Jersey Register. Some of these types of work must be considered in determinations of substantial improvement and substantial damage in regulated floodplains under 44 CFR 59.1. These types of work include but are not limited to replacements of roofing, siding, interior finishes, kitchen cabinets, plumbing fixtures and piping, HVAC and air conditioning equipment, exhaust fans, built in appliances,



electrical wiring, etc. Improvements necessary to correct existing violations of State or local health, sanitation, or code enforcement officials which are the minimum necessary to assure safe living conditions and improvements of historic structures as discussed in 44 CFR 59.1 shall not be included in the determination of ordinary maintenance and minor work.

**RECREATIONAL VEHICLE** – A vehicle that is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

**REPETITIVE LOSS** – any flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

**RESIDENTIAL** – Pursuant to the ASCE 24:

- a. Buildings and structures and portions thereof where people live or that are used for sleeping purposes on a transient or non-transient basis;
- b. Structures including but not limited to one- and two-family dwellings, townhouses, condominiums, multi-family dwellings, apartments, congregate residences, boarding houses, lodging houses, rooming houses, hotels, motels, apartment buildings, convents, monasteries, dormitories, fraternity houses, sorority houses, vacation time-share properties; and
- c. institutional facilities where people are cared for or live on a 24-hour basis in a supervised environment, including but not limited to board and care facilities, assisted living facilities, halfway houses, group homes, congregate care facilities, social rehabilitation facilities, alcohol and drug centers, convalescent facilities, hospitals, nursing homes, mental hospitals, detoxification facilities, prisons, jails, reformatories, detention centers, correctional centers, and prerelease centers.

**SOLID WASTE DISPOSAL** – “Solid Waste Disposal” shall mean the storage, treatment, utilization, processing or final disposition of solid waste as described in N.J.A.C. 7:26-1.6 or the storage of unsecured materials as described in N.J.A.C. 7:13-2.3 for a period of greater than 6 months as specified in N.J.A.C. 7:26 which have been discharged, deposited, injected, dumped, spilled, leaked, or placed into any land or water such that such solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

**SPECIAL FLOOD HAZARD AREA** – The greater of the following: (1) Land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, shown on the FIRM as Zone V, VE, V1-3-, A, AO, A1-30, AE, A99, or AH; (2) Land and the space above that land, which lies below the peak water surface elevation of the flood hazard area design flood for a particular water, as determined using the methods set forth in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13; (3) Riparian Buffers as determined in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13. Also referred to as the AREA OF SPECIAL FLOOD HAZARD.

## START OF CONSTRUCTION – The **Start of Construction** is as follows:

- a. **For other than new construction or substantial improvements, under the Coastal Barrier Resources Act (CBRA)**, this is the date the building permit was issued, provided that the actual start of construction, repair, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a building on site, such as the pouring of a slab or footing, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured (mobile) home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- b. For the purposes of determining whether proposed construction must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change, the Start of Construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. Such development must also be permitted and must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

For determining if new construction and substantial improvements within the Coastal Barrier Resources System (CBRS) can obtain flood insurance, a different definition applies.

**STRUCTURE** – A walled and roofed building, a manufactured home, or a gas or liquid storage tank that is principally above ground.

**SUBSTANTIAL DAMAGE** – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT** – Any reconstruction, rehabilitation, addition, or other improvement of a structure taking place, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed.

This term also includes structures which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of State or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions; or
- b. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

**UTILITY AND MISCELLANEOUS GROUP U BUILDINGS AND STRUCTURES** – Buildings and structures of an accessory character and miscellaneous structures not classified in any special occupancy, as described in ASCE 24.

**VARIANCE** – A grant of relief from the requirements of this section which permits construction in a manner otherwise prohibited by this section where specific enforcement would result in unnecessary hardship.

**VIOLATION** – A development that is not fully compliant with these regulations or the flood provisions of the building code. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

**WATER SURFACE ELEVATION** – the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

**WATERCOURSE.** A river, creek, stream, channel, or other topographic feature in, on, through, or over which water flows at least periodically.

**WET FLOODPROOFING** – Floodproofing method that relies on the use of flood damage resistant materials and construction techniques in areas of a structure that are below the Local Design Flood Elevation by intentionally allowing them to flood. The application of wet floodproofing as a flood protection technique under the National Flood Insurance Program (NFIP) is limited to enclosures below elevated residential and non-residential structures and to accessory and agricultural structures that have been issued variances by the community.

## **§ 275-10 SUBDIVISIONS AND OTHER DEVELOPMENTS.**

**§ 275-10.1 General.** Any subdivision proposal, including proposals for manufactured home parks and subdivisions, or other proposed new development in a flood hazard area shall be reviewed to assure that:

- (1) All such proposals are consistent with the need to minimize flood damage.
- (2) All public utilities and facilities, such as sewer, gas, electric and water systems are located and constructed to minimize or eliminate flood damage.
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwater around and away

from structures.

**§ 275-10.2 Subdivision requirements.** Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) The flood hazard area, including floodways, coastal high hazard areas, and Coastal A Zones, and base flood elevations, as appropriate, shall be delineated on tentative subdivision plats.
- (2) Residential building lots shall be provided with adequate buildable area outside the floodway.
- (3) The design criteria for utilities and facilities set forth in these regulations and appropriate codes shall be met.

## **§ 275-11 SITE IMPROVEMENT.**

**§ 275-11.1 Encroachment in floodways.** Development, land disturbing activity, and encroachments in floodways shall not be authorized unless it has been demonstrated through hydrologic and hydraulic analyses required in accordance with this § 275-5.3(1), that the proposed encroachment will not result in any increase in the base flood level during occurrence of the base flood discharge. If the requirements of § 275-5.3(1) are satisfied, proposed elevation, addition, or reconstruction of a lawfully existing structure within a floodway shall also be in accordance with § 275-15(2) and the floodway requirements of N.J.A.C. 7:13.

**§ 275-11.2 Prohibited in floodways.** The following are prohibited activities:

- (1) The storage of unsecured materials is prohibited within a floodway pursuant to N.J.A.C. 7:13.
- (2) Fill and new structures are prohibited in floodways per N.J.A.C. 7:13.

**§ 275-11.3 Sewer facilities.** All new and replaced sanitary sewer facilities, private sewage treatment plants (including all pumping stations and collector systems) and on-site waste disposal systems shall be designed in accordance with the New Jersey septic system regulations contained in N.J.A.C. 14A and N.J.A.C. 7:9A, the UCC Plumbing Subcode (N.J.A.C. 5:23) and Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwater into the facilities and discharge from the facilities into flood waters, or impairment of the facilities and systems.

**§ 275-11.4 Water facilities.** All new and replacement water facilities shall be designed in accordance with the New Jersey Safe Drinking Water Act (N.J.A.C. 7:10) and the provisions of Chapter 7 ASCE 24, to minimize or eliminate infiltration of floodwater into the systems.

**§ 275-11.5 Storm drainage.** Storm drainage shall be designed to convey the flow of surface waters to minimize or eliminate damage to persons or property.

**§ 275-11.6 Streets and sidewalks.** Streets and sidewalks shall be designed to minimize potential for increasing or aggravating flood levels.

**§ 275-11.7 Limitations on placement of fill.** Subject to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown

of floodwater, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, when intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the UCC (N.J.A.C. 5:23). Proposed fill and encroachments in flood hazard areas shall comply with the flood storage displacement limitations of N.J.A.C. 7:13.

**§ 275-11.8 Hazardous Materials.** The placement or storage of any containers holding hazardous substances in a flood hazard area is prohibited unless the provisions of N.J.A.C. 7:13 which cover the placement of hazardous substances and solid waste is met.

## **§ 275-12 MANUFACTURED HOMES.**

**§ 275-12.1 General.** All manufactured homes installed in flood hazard areas shall be installed pursuant to the Nationally Preemptive Manufactured Home Construction and Safety Standards Program (24 CFR 3280).

**§ 275-12.2 Elevation.** All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be elevated such that the bottom of the frame is elevated to or above the elevation specified in § 275-15.2.

**§ 275-12.3 Foundations.** All new, relocated, and replacement manufactured homes, including substantial improvement of existing manufactured homes, shall be placed on foundations as specified by the manufacturer only if the manufacturer's installation instructions specify that the home has been designed for flood-resistant considerations and provides the conditions of applicability for velocities, depths, or wave action as required by 24 CFR Part 3285-302. The Floodplain Administrator is authorized to determine whether the design meets or exceeds the performance necessary based upon the proposed site location conditions as a precondition of issuing a flood damage prevention permit. If the Floodplain Administrator determines that the home's performance standards will not withstand the flood loads in the proposed location, the applicant must propose a design certified by a New Jersey licensed design professional and in accordance with 24 CFR 3285.301 (c) and (d) which conforms with ASCE 24, the accepted standard of engineering practice for flood resistant design and construction.

**§ 275-12.4 Anchoring.** All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

**§ 275-12.5 Enclosures.** Fully enclosed areas below elevated manufactured homes shall comply with the requirements of § 275-15.2.

**§ 275-12.6 Protection of mechanical equipment and outside appliances.** Mechanical equipment and outside appliances shall be elevated to or above the elevation of the bottom of the frame required in this § 275-15.2.

**Exception.** Where such equipment and appliances are designed and installed to prevent

water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by this § 275-15.2, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

### **§ 275-13 RECREATIONAL VEHICLES.**

**§ 275-13.1 Placement prohibited.** The placement of recreational vehicles shall not be authorized in coastal high hazard areas and in floodways.

**§ 275-13.2 Temporary placement.** Recreational vehicles in flood hazard areas shall be fully licensed and ready for highway use and shall be placed on a site for less than 180 consecutive days.

**§ 275.13.3 Permanent placement.** Recreational vehicles that are not fully licensed and ready for highway use, or that are to be placed on a site for more than 180 consecutive days, shall meet the requirements of § 275-15.2 for habitable buildings and § 275-12.3.

### **§ 275-14 TANKS.**

**§ 275-14.1 Tanks.** Underground and above-ground tanks shall be designed, constructed, installed, and anchored in accordance with ASCE 24 and N.J.A.C. 7:13.

### **§ 275-15 OTHER DEVELOPMENT AND BUILDING WORK.**

**§ 275-15.1 General requirements for other development and building work.** All development and building work, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in these regulations or the Uniform Construction Code (N.J.A.C. 5:23), shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of § 275-5.3(1) of this ordinance when located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic and hydrodynamic loads, including the effects of buoyancy, during the conditions of flooding up to the Local Design Flood Elevation determined according to this § 275-2.3;
- (4) Be constructed of flood damage-resistant materials as described in ASCE 24 Chapter 5;
- (5) Have mechanical, plumbing, and electrical systems above the Local Design Flood Elevation determined according to § 275-2.3 or meet the requirements of ASCE 24 Chapter 7 which requires that attendant utilities are located above the Local Design Flood Elevation unless the attendant utilities and equipment are:
  - i. Specifically allowed below the Local Design Flood Elevation; and
  - ii. Designed, constructed, and installed to prevent floodwaters, including any backflow through the system from entering or accumulating within the components.

- (6) Not exceed the flood storage displacement limitations in fluvial flood hazard areas in accordance with N.J.A.C. 7:13; and
- (7) Not exceed the impacts to frequency or depth of offsite flooding as required by N.J.A.C. 7:13 in floodways.

**§ 275-15.2 Requirements for Habitable Buildings and Structures.**

**(1) Construction and Elevation in A Zones not including Coastal A Zones.**

- a. No portion of a building is located within a V Zone.
- b. No portion of a building is located within a Coastal A Zone, unless a licensed design professional certifies that the building's foundation is designed in accordance with ASCE 24, Chapter 4.
- c. All new construction and substantial improvement of any habitable building (as defined in Section 275-9) located in flood hazard areas shall have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in this § 275-2.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate.
- d. All new construction and substantial improvements of non-residential structures shall:
  - i. Have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in § 275-2.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate; or
  - ii. Together with the attendant utility and sanitary facilities, be designed so that below the Local Design Flood Elevation, the structure:
    - 1. Meets the requirements of ASCE 24 Chapters 2 and 7; and
    - 2. Is constructed according to the design plans and specifications provided at permit application and signed by a licensed design professional, is certified by that individual in a Floodproofing Certificate, and is confirmed by an Elevation Certificate.
- e. All new construction and substantial improvements with fully enclosed areas below the lowest floor shall be used solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding. Enclosures shall:
  - i. For habitable structures, be situated at or above the adjoining exterior grade along at least one entire exterior wall, in order to provide positive drainage of the enclosed area in accordance with N.J.A.C. 7:13; enclosures (including crawlspaces and basements) which are below grade on all sides are prohibited;
  - ii. Be designed to automatically equalize hydrostatic flood forces on exterior walls by

allowing for the entry and exit of floodwaters unless the structure is non-residential and the requirements of Section 275-15.2(1)(d)(ii) are met;

- iii. Be constructed to meet the requirements of ASCE 24 Chapter 2;
- iv. Have openings documented on an Elevation Certificate; and
- v. Have documentation that a deed restriction has been obtained for the lot if the enclosure is greater than six feet in height. This deed restriction shall be recorded in the Office of the County Clerk or the Registrar of Deeds and Mortgages in which the building is located, shall conform to the requirements in N.J.A.C.7:13, and shall be recorded within 90 days of receiving a Flood Hazard Area Control Act permit or prior to the start of any site disturbance (including pre-construction earth movement, removal of vegetation and structures, or construction of the project), whichever is sooner. Deed restrictions must explain and disclose that:
  - 1. The enclosure is likely to be inundated by floodwaters which may result in damage and/or inconvenience.
  - 2. The depth of flooding that the enclosure would experience to the Flood Hazard Area Design Flood Elevation;
  - 3. The deed restriction prohibits habitation of the enclosure and explains that converting the enclosure into a habitable area may subject the property owner to enforcement;

**§ 275-15.3 Garages and accessory storage structures.** Garages and accessory storage structures shall be designed and constructed in accordance with the Uniform Construction Code.

**§ 275-15.4 Fences.** Fences in floodways that have the potential to block the passage of floodwater, such as stockade fences and wire mesh fences, shall meet the requirements of § 275-5.3(1). Pursuant to N.J.A.C. 7:13, any fence located in a floodway shall have sufficiently large openings so as not to catch debris during a flood and thereby obstruct floodwaters, such as barbed-wire, split-rail, or strand fence. A fence with little or no open area, such as a chain link, lattice, or picket fence, does not meet this requirement. Foundations for fences greater than 6 feet in height must conform with the Uniform Construction Code. Fences for pool enclosures having openings not in conformance with this section but in conformance with the Uniform Construction Code to limit climbing require a variance as described in § 275-7.

**§ 275-15.5 Retaining walls, sidewalks, and driveways.** Retaining walls, sidewalks and driveways that involve placement of fill in floodways shall meet the requirements of § 275-5.3(1) and N.J.A.C. 7:13.

**§ 275-15.6 Swimming pools.** Swimming pools shall be designed and constructed in accordance with the Uniform Construction Code. Above-ground swimming pools and below-ground swimming pools that involve placement of fill in floodways shall also meet the requirements of § 275-5.3(1). Above-ground swimming pools are prohibited in floodways by N.J.A.C. 7:13.



#### **§ 275-15.7 Roads and watercourse crossings.**

- (1) For any railroad, roadway, or parking area proposed in a flood hazard area, the travel surface shall be constructed at least one foot above the Flood Hazard Area Design Elevation in accordance with N.J.A.C. 7:13.
- (2) Roads and watercourse crossings that encroach into regulated floodways or riverine waterways with base flood elevations where floodways have not been designated, including roads, bridges, culverts, low- water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, shall meet the requirements of § 275-5.3.

#### **§ 275-16 TEMPORARY STRUCTURES AND TEMPORARY STORAGE.**

**§ 275-16.1 Temporary structures.** Temporary structures shall be erected for a period of less than 180 days. Temporary structures shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the base flood. Fully enclosed temporary structures shall have flood openings that are in accordance with ASCE 24 to allow for the automatic entry and exit of flood waters.

**§ 275-16.2 Temporary storage.** Temporary storage includes storage of goods and materials for a period of less than 180 days. Stored materials shall not include hazardous materials.

**§ 275-16.3 Floodway encroachment.** Temporary structures and temporary storage in floodways shall meet the requirements of § 275-5.3(1).

#### **§ 275-17 UTILITY AND MISCELLANEOUS GROUP U.**

**§ 275-17.1 Utility and Miscellaneous Group U.** In accordance with Section 312 of the International Building Code, Utility and Miscellaneous Group U includes buildings and structures that are accessory in character and miscellaneous structures not classified in any specific occupancy in the Building Code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, communication equipment structures (gross floor area less than 1,500 sq. ft.), fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), livestock shelters, private garages, retaining walls, sheds, stables, tanks and towers.

**§ 275-17.2 Flood loads.** Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions up to the Local Design Flood Elevation as determined in § 275-2.3.

**§ 275-17.3 Elevation.** Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be elevated such that the lowest floor, including basement, is elevated to or above the Local Design Flood Elevation as determined in § 275-2.3 and in accordance with ASCE 24. Utility lines shall be designed and elevated in accordance with N.J.A.C. 7:13.

**§ 275-17.4 Enclosures below base flood elevation.** Fully enclosed areas below the design flood elevation shall be constructed in accordance with § 275-15.2 and with ASCE 24 for new construction and substantial improvements. Existing enclosures such as a basement or crawlspace having a floor that is below grade along all adjoining exterior walls shall be abandoned, filled-in, and/or otherwise modified to conform with the requirements of N.J.A.C. 7:13 when the project has been determined to be a substantial improvement by the Floodplain Administrator.

**§ 275-17.5 Flood-damage resistant materials.** Flood-damage-resistant materials shall be used below the Local Design Flood Elevation determined in § 275-2.3.

**§ 275-17.6 Protection of mechanical, plumbing, and electrical systems.** Mechanical, plumbing, and electrical systems, equipment and components, heating, ventilation, air conditioning, plumbing fixtures, duct systems, and other service equipment, shall be elevated to or above the Local Design Flood Elevation determined in § 275-2.3.

**Exception:** Electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment shall be permitted to be located below the Local Design Flood Elevation provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the Local Design Flood Elevation in compliance with the flood-resistant construction requirements of ASCE 24. Electrical wiring systems shall be permitted to be located below the Local Design Flood Elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

## **SECTION 2. Severability.**

The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

## **SECTION 3. Repealer.**

All ordinances and resolutions, and parts of ordinances and resolutions which are inconsistent with provisions of this ordinance shall be, and are hereby, repealed to the extent of any such inconsistency.

## **SECTION 4. Effective Date.**

This ordinance shall take effect upon final adoption and publication in accordance with law.

**VERNON TOWNSHIP**

**ORDINANCE NO. 24-18**

**AN ORDINANCE OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF VERNON, COUNTY OF SUSSEX AND STATE OF  
NEW JERSEY AMENDING CERTAIN PORTIONS OF CHAPTER  
250 ENTITLED “FEES AND ESCROWS,” AND CHAPTER 330  
ENTITLED “FEES” OF THE TOWNSHIP CODE**

**BE IT ORDAINED** by the Township Council of the Township of Vernon in the County of Sussex and State of New Jersey that Chapter 250 Entitled “Fees and Escrows,” of the Township Code are hereby amended as follows:

**SECTION I.** Chapter 250 entitled “Fees and Escrows” and Chapter 330-228 “Fees” is hereby amended, supplemented, and revised or by replacing same as follows:

**§ 250-9 Receptionists and Township miscellaneous.**

**A.** Street maps: \$6.

**B.** ~~Notary service: \$2.~~

**C.** ~~Receptionist and~~ Township miscellaneous; copies.

A copy or copies of a government record may be purchased by any person upon payment of the fee prescribed by law or regulation. Except as otherwise provided by law or regulation, the fee assessed for the duplication of a government record embodied in the form of printed matter shall be \$0.05 per letter size page or smaller, and \$0.07 per legal size page or larger. A special service charge shall be imposed, in addition to the actual cost of duplicating the record, with the nature, format matter, collation, or volume of printed matter is such that it cannot be produced by ordinary document copying equipment in ordinary business size or where such record involves an extraordinary expenditure of time and effort to accommodate the request. The requester shall have the opportunity to review and object to this special service charge prior to it being incurred.

**§250-12. Building.**

**C.** Building subcode.

(1) (a) Per cubic foot for all use groups: ~~\$0.05~~ \$0.06

(1)(b) Per cubic foot for structures on farms, including commercial farm buildings under N.J.A.C 5:23-3.2(d) use exclusively for the storage of food or grain, or the sheltering of livestock, for such structures on farms with a minimum fee of \$100: ~~\$0.015~~ \$0.02.

(2) Renovations, alterations and repairs. Per \$1,000 of estimated cost of work: ~~\$33~~ \$35.

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

**D. Electric subcode.**

- (1) Receptacles and fixtures:
  - (a) First to 25: ~~\$60~~ \$65
- (2) Motors, electrical devices and motor control center:
  - (a) One hp up to 10 hp: ~~\$30~~ \$35
- (4) Services, panels, entrances and subpanels
  - (a) Up to 200 amps: ~~\$75.~~ \$85

**H. Certificates and other permits.**

- (2) Other Permits
  - (b) Swimming pool
    - (1) All R-3, R-4 and R-5 above ground pools: ~~\$150~~ \$165.
    - (2) All R-3, R-4 and R-5 in-ground pools: ~~\$200~~ \$250.
  - (j) Change of Contractor fee per subcode: ~~\$25~~ \$30.
  - (k) Installation of Park Model Trailers, flat fee: ~~\$200~~ \$225.
  - (l) Construction Records Clearance Application
    - \$40.00 Requests received more than 10 calendar days from change of occupancy/closing
    - \$75.00 Requests received within 10 calendar days from change of occupancy/closing
    - \$125.00 Requests received within 4 calendar days from change of occupancy/closing

**§ 250-15 Animal control.**

**A.** Dog license, local \$12.80.

**B.** Dog license, state \$1.20.

**C.** Non-neutered or spayed, state fee: \$3.

**D.** After March 1 additional late fee required for issuance of dog license: \$5.

**E.** Dog and cat adoption.

**(1)** Dog adoption:

- (a)** Puppies under one year: \$130.
- (b)** Dogs over one year to six years: \$110.
- (c)** Dogs over six years: \$50.

**(2)** Cat adoption:

- (a)** Kittens under one year: \$85.
- (b)** Cats one year to six years: \$75.
- (c)** Cats over six years: \$30.

**F.** Small, feathered and furry adoption: \$20.

**G. Euthanasia:**

**(1)** Dog: ~~\$25.~~

**(2)** Cat: ~~\$15.~~

**H. Disposal of remains:**

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

~~(1) Dog: \$25.~~

~~(2) Cat: \$15.~~

**G. Pickup/redemption:**

(1) First offense: \$25.

(2) Second offense: \$35.

(3) Third offense: \$45.

~~(4) Maintenance: \$4. per day~~

~~(5) Overnight Stays: \$4. per day~~

**H. Boarding, Maintenance and Care per day:**

(1) Dog: \$35.00

(2) Cat: \$25.00

**I. Quarantine Boarding, Maintenance and Care per day:**

(1) Dog: \$60.00

(2) Cat: \$50.00

**J. Kennel license.**

(1) 10 or fewer dogs: \$10.

(2) More than 10 dogs: \$25.

**K. (Reserved)<sup>[1]</sup>**

**L. Pet shop, initial: \$10.**

**M. (Reserved)<sup>[2]</sup>**

**N. Kennel or pet shop construction plans review: \$150.**

**O. Animal shelter or pound, annual license: no fee.**

**P. Surrender Fee:**

(1) Dog: \$50.

(2) Cat: \$20.

**Q. Potentially dangerous dog license: \$700.**

**§250-16 Zoning & Land Use**

**M. Lot development plan review.**

~~Vernon Township shall provide for soil erosion inspections and enforcement, which as previously handled by Sussex County Soil Conservation Office. The fee for such services shall be \$250, which shall be added to the current fee of \$450 for a total of \$700. This fee shall apply to new single-family residential development only.~~ **Review and Inspection Fee for New Residential lots or commercial development is \$500.00 or \$300 for Existing Residential lots.**

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

### **Vacant and Abandoned Properties**

A registration fee of \$500 per property shall be assessed annually for any property that is required to be registered because a summons and complaint in action to foreclose was filed by a creditor. An additional \$2,000 per property shall also be assessed annually for vacant and abandoned properties when the summons and complaint in an action to foreclose is filed, or becomes vacant and abandoned as defined in § 130-1B.

Public assembly license: \$1,000. per day.

### **§330-228 Fees**

Upon submission of a lot development plan to the Township of Vernon, the applicant shall furnish a review and inspection fee in the amount of \$700 **\$500** for new residential or commercial development or **\$300** for existing residential lots (~~unless an LDP is required under § 330-222, in which case an additional fee of \$200 shall be required~~), payable to the Township of Vernon. In the event that more than three plan revisions or three site visits are required by the Engineer or his representative, the Township of Vernon shall bill the developer directly in accordance with the Engineer's hourly rate schedule approved by the Township. All outstanding fees shall be paid prior to issuance of a final zoning approval.

### **§ 250-17 Township Clerk.**

**A.** Alarm Registration: \$10.

**B.** Raffle and bingo licenses: \$10 to the municipality for every \$20 collected on behalf of the state (Raffle and bingo license applications are liable for the fees payable to the Legalized Games of Chance Control Commission, N.J.A.C. 13:47-4.1 et seq.).

**C.** Peddlers and Solicitors License: ~~\$125~~ **\$20 Application Fee and \$125 License Fee.** Plus, an additional \$50. for each vehicle used in connection therewith. Renewal application fee \$25 if renewed by December 31<sup>st</sup> of the licensing year. (See Chapter 428, Peddling and Soliciting, for license fees for solicitors and canvassers.)

**D.** Taxi or limousine license: \$35.

**E.** Assessment search: \$10.

**F.** Alcohol Beverage Licenses:

**(1)** Plenary retail consumption:

~~Effective January 1, 2010 — \$712.80~~

~~Effective January 1, 2011 — \$855.36~~

~~Effective January 1, 2012 — \$1026.43~~

Effective January 1, 2025    **\$1231.72**

Effective January 1, 2026    **\$1478.06**

Effective January 1, 2027    **\$1773.67**

Strikeouts are deletions. Highlights are added material.

Effective January 1, 2028    \$2128.40

Effective January 1, 2029    \$2500.00

(2) Club license: \$188.00

(3) Plenary retail distribution:

~~Effective January 1, 2010 — \$296.40~~

~~Effective January 1, 2011 — \$355.68~~

~~Effective January 1, 2012 — \$426.81~~

~~Effective May 1, 2018 — \$512.17~~

~~Effective May 1, 2019 — \$614.60~~

~~Effective May 1, 2020 — \$737.52~~

~~Effective May 1, 2021 — \$855.02~~

~~Effective May 1, 2022 — \$1026.43~~

Effective January 1, 2025    \$1231.72

Effective January 1, 2026    \$1478.06

Effective January 1, 2027    \$1773.67

Effective January 1, 2028    \$2128.40

Effective January 1, 2029    \$2500.00

(4) Limited retail distribution: \$ 63.00

(5) Hotel/motel:

~~Effective January 1, 2010 — \$594.00~~

~~Effective January 1, 2011 — \$712.80~~

~~Effective January 1, 2012 — \$855.36~~

~~Effective May 1, 2018 — \$1026.43~~

Effective January 1, 2025    \$2500.00

**G.** ~~Public assembly license: \$1,000. per day.~~

**H.** Marriage and Civil Union Fees, Reimbursements and Procedures.

**(1)** A person who is married or joined in a civil union by an authorized official of the Township, as established by N.J.S.A. 37:1-13 et seq., shall pay a fee according to the following schedule. An administrative fee of \$25. shall be paid in addition to the fee. All fees shall be paid to the Township of Vernon prior to the ceremony and shall be deposited in the current fund of the Township.

**(a)** Ceremonies Performed in Vernon: ~~\$75~~ \$100.

**(b)** Ceremonies Performed outside of Vernon: ~~\$100~~ \$150.

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

**SECTION II.** If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

**SECTION III.** In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township, the provisions hereof shall be determined to govern. All other ordinances of the Township are hereby ratified and confirmed, except where inconsistent with the terms hereof.

**SECTION IV.** This Ordinance shall take effect immediately upon final 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 September 9, 2024, and the same came up for final passage and was adopted at the Meeting of the Township Council held on September 23, 2024 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.

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Marcy Gianattasio, Clerk  
Township of Vernon

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Anthony Rossi, Mayor

**Township of Vernon**

**INTRODUCED: September 9, 2024**

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Buccieri, N.			X			
DeBenedetto, J.		X	X			
Higgins, W.	X		X			
Sparta, B.			X			
Rizzuto, P.			X			

**ADOPTED:**

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

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## **TOWNSHIP OF VERNON**

### **ORDINANCE #24-19**

#### **ORDINANCE AMENDING THE VERNON TOWNSHIP MUNICIPAL CODE CHAPTER 428 "PEDDLING AND SOLICITING"**

**WHEREAS**, the Township of Vernon ("Township") maintains regulations regarding Peddling and Soliciting in Chapter 428 of the Township Code; and

**WHEREAS**, the Township seeks to clarify the requirements for peddling, soliciting, and charitable soliciting in the Township to the extent permitted by applicable federal and state law.

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

**SECTION 1. Chapter 428, titled "Peddling and Soliciting" is hereby amended and supplemented as follows:**

#### **Article II Solicitors and Canvassers**

##### **§ 428-15 Application for license; fee.**

The application for a solicitor's license shall be the same as is required to be completed and filed for the peddler's license in § 428-10. Said application shall request the same information, be filed in the same way, and be accompanied by a fee of \$20. ~~An application may include the names of multiple solicitors in the event same are employed by the applicant and their names and information as required by § 428-10 are individually included with the application.~~

##### **§ 428-16 License fee.**

The license fee which shall be charged by the Township Clerk for each solicitor's and canvasser's license shall be \$100 \$125. ~~One license fee of \$100. shall apply to all licenses issued under one application in the event all solicitors included in the application are employed by the same applicant.~~

##### **§ 428-18A No Solicitation List.**

- A. [No changes].
- B. [No changes].
- C. [No changes].
- D. [No changes].

- E. Notwithstanding any provision to the contrary, the Township's "No Solicitation List" shall supersede the right of any solicitor to conduct door-to-door solicitation for any person or address included on the "No Solicitation List."

#### **Article IV Provisions Applicable to All Peddlers, Solicitors, and Charitable Solicitations**

##### **§ 428-26 Investigation of applicant; issuance or denial of license or permit. ~~permanent records to be kept.~~**

~~A. Upon receipt of an application, the Township Police Chief shall cause an investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good. In addition, he shall obtain a copy of the applicant's motor vehicle operating record for at least the past 10 years and check on all types of criminal convictions since the applicant was 18. Such investigation shall be completed within 10 days after the application is filed, and that, together with the application, shall be forwarded to the Mayor and Township Council for their review and decision on said application. They shall provide a decision within 25 days of the date the application was submitted.~~

All applicants must be fingerprinted through a recommended company at their own expense before any license will be issued with the exception of N.J.S.A 45:24-9 - Professions and Occupations Section 45:24-9 - Eligibility for peddler's license.

~~B. If, as a result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the Mayor and Township Council by resolution shall endorse on such application its disapproval and the specific reasons for its disapproval, and then notify the applicant that his application was disapproved and that no license or permit shall be issued.~~

~~C. If, as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the Mayor and Township Council shall endorse on the application its approval, and the Township Clerk shall deliver to the applicant his license or permit. Such license or permit shall contain the signature and seal of the issuing officer and shall show the name, address, and photograph of said licensee or permittee, the class of license or permit issued, and the kind of goods to be sold thereunder, the date of issuance and the length of time the same shall be operative, as well as the license or permit number and other identifying description of any vehicle used in such peddling, soliciting, or charitable solicitations.~~

D. The Clerk shall keep a permanent record of all licenses and permits issued.

##### **§ 428-31 Revocation of permit; hearing.**

A. Permits issued under the provisions of this chapter may be revoked by the Mayor and Township Council after notice and hearing before the Mayor and Township Council for any of the following causes:

- (1) [No change].
- (2) [No change].

(3) [No change].

(4) [No change].

(5) [No change].

(6) [No change].

### **SECTION 3. Severability.**

The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

### **SECTION 4. Repealer.**

All ordinances and resolutions, and parts of ordinances and resolutions which are inconsistent with provisions of this ordinance shall be, and are hereby, repealed to the extent of any such inconsistency.

### **SECTION 5. Effective Date.**

This ordinance shall take effect upon final adoption and publication in accordance with 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 September 9, 2024, and the same came up for final passage and was adopted at the Meeting of the Township Council held on September 23, 2024 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.

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Marcy Gianattasio, Clerk  
Township of Vernon

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Anthony Rossi, Mayor

**Township of Vernon**

**INTRODUCED: September 9, 2024**

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Buccieri, N.			X			
DeBenedetto, J.		X	X			
Higgins, W.	X		X			
Sparta, B.			X			
Rizzuto, P.			X			

**ADOPTED:**

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