



VERNON TOWNSHIP COUNCIL MEETING AGENDA

SEPTEMBER 28, 2026

6:00 PM EXECUTIVE SESSION

7:00 PM REGULAR SESSION

1. CALL TO ORDER

2. STATEMENT: Adequate notice of this meeting has been provided to the public and the Press on January 22, 2026 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 #26-309– Resolution to Enter into Executive Session
Legends

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 22, 2026 and was posted at the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A.10:4-7.

3. SALUTE THE FLAG

4. ROLL CALL

5. MAYOR COMMENTS

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

7. REVIEW OF BILLS LIST

8. APPROVAL OF MINUTES

September 14, 2026 - Executive Session Minutes

September 14, 2026 – Regular Meeting Minutes

Agenda September 28, 2026

9. CONSENT AGENDA

Resolution #26-273: ENTREATING A FULL, INDEPENDENT, AND TRANSPARENT INVESTIGATION INTO THE IMPROPER VOTER REGISTRATION OF NON-CITIZENS IN NEW JERSEY AND CALLING FOR ADDITIONAL SAFEGUARDS TO PROTECT ELECTION INTEGRITY

Resolution #26-274: RESOLUTION AUTHORIZING THE OPTION FOR EMPLOYEES OF THE TOWNSHIP TO WAIVE HEALTH INSURANCE BENEFITS

Resolution #26-275: AUTHORIZING THE MAYOR TO CONTINUE THE INCENTIVE TO EMPLOYEES WHO ENROLL IN AN ALTERNATE HEALTH OR PRESCRIPTION PLAN

Resolution #26-276: REFUND FOR CARRY PERMIT MUNICIPAL FEE, DiGuilio

Resolution #26-277: AUTHORIZING CHANGE ORDER #1 OF CONTRACT FOR NEW JERSEY STATE CONTRACT T2507 MICROSURFACE & SLURRY, SEAL PAVEMENT SYSTEMS

Resolution #26-278: REFUND FOR TOTALLY DISABLED VETERAN (Block 157 Lot 37)

Resolution #26-279: (Block 154 Lot 37) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-280: (Block 154 Lot 37) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-281: (Block 166 Lot 3) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-282: (Block 166 Lot 3) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-283: REFUND FOR TOTALLY DISABLED VETERAN (Block 166 Lot 3)

Resolution #26-284: REFUND FOR TOTALLY DISABLED VETERAN (Block 202 Lot 37)

Resolution #26-285: (Block 202 Lot 37) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-286: (Block 202 Lot 37) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-287: REFUND FOR TOTALLY DISABLED VETERAN (Block 331 Lot 5)

Resolution #26-288: REFUND FOR TOTALLY DISABLED VETERAN (Block 331 Lot 5)

Resolution #26-289: (Block 331 Lot 5) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-290: (Block 331 Lot 5) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-291: REFUND FOR TOTALLY DISABLED VETERAN (Block 334 Lot 3)

Resolution #26-292: REFUND FOR TOTALLY DISABLED VETERAN (Block 334 Lot 3)

Resolution #26-293: (Block 334 Lot 3) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-294: (Block 334 Lot 3) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-295: (Block 446 Lot 10) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-296: REFUND FOR TOTALLY DISABLED VETERAN (Block 446 Lot 10)

Resolution #26-297: (Block 446 Lot 10) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-298: REFUND FOR TOTALLY DISABLED VETERAN (Block 451 Lot 80)

Resolution #26-299: (Block 451 Lot 80) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-300: (Block 451 Lot 80) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-301: REFUND FOR TOTALLY DISABLED VETERAN (Block 582 Lot 21)

Resolution #26-302: (Block 582 Lot 21) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-303: (Block 582 Lot 21) CANCELLING TAXES FOR TOTAL DISABLED VETERAN

Resolution #26-304: RESOLUTION AUTHORIZING PROCUREMENT OF COMMUNICATIONS UPGRADE THROUGH SOURCEWELL NATIONAL COOPERATIVE #020625-ZET-SPECTRUM COMMUNICATIONS THROUGH ZETRON AWARDED CONTRACT

Resolution #26-305: AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS SPECTRUM COMMUNICATIONS FOR PURCHASE OF COMMUNICATIONS HARDWARE UPGRADE THROUGH SPECTRUM COMMUNICATIONS CONTRACT #17-FLEET-00724

Resolution #26-306: AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS SPECTRUM COMMUNICATIONS FOR PURCHASE OF COMMUNICATIONS HARDWARE UPGRADE THROUGH EF JOHNSON STATE CONTRACT #25-TELE-132997

Resolution #26-307: AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS SPECTRUM COMMUNICATIONS FOR PURCHASE OF COMMUNICATIONS HARDWARE UPGRADE THROUGH KENWOOD STATE CONTRACT #25-TELE-132998

Resolution #26-308: RESOLUTION OF THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY, DESIGNATING A REDEVELOPER AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT FOR THE PROPERTY COMMONLY KNOWN AS THE LEGENDS RESORT IN THE TOWNSHIP

10. INTRODUCTION OF ORDINANCE

Ordinance #26-20: AN ORDINANCE PROVIDING FOR THE VACATION OF A PUBLIC STREET KNOWN AS WARREN DRIVE OR PART THEREOF, PURSUANT TO N.J.S.A. 40:49-6, N.J.S.A. 40:67-1, N.J.S.A. 40:67-2, N.J.S.A. 40:67-19 AND N.J.S.A. 40:67-21 AND RELEASING AND EXTINGUISHING ANY PUBLIC RIGHT THEREIN

Ordinance #26-21: AN ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX AND STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 509, "TAXATION," OF THE TOWNSHIP CODE TO ESTABLISH ARTICLE III, "100% DISABLED VETERAN TAX REFUNDS"

11. PUBLIC HEARING/ADOPTION OF ORDINANCE

Ordinance #26-19: AN ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, REGULATING AND PROHIBITING THE RENTAL OF PRIVATE RESIDENTIAL SWIMMING POOLS.

12. MAYOR COMMENTS

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

14. COUNCIL COMMENTS

15. COUNCIL PRESIDENT COMMENTS

16. ADJOURNMENT

VERNON TOWNSHIP

RESOLUTION #26-309

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 Legends
- ☐ Personnel matters
- ☐ Civil penalty or loss of license

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.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

September 24, 2026
09:37 AM

Township of Vernon
Check Register By Check Date

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Range of Checking Accts: First to Last Range of Check Dates: 09/10/26 to 09/23/26
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			
66669	09/21/26	AAAEM005 AAA EMERGENCY SUPPLY CO. INC.			702
26-00997		air compressor annual service	1,187.25		
66670	09/21/26	ACEWA005 ACE WALCO TERMITE & PEST CONTR			702
26-00222		PEST CONTROL SERVICES	81.34		
66671	09/21/26	ACMEM005 ACME MARKETS, INC			702
26-00042		SC Kitch and Programs	102.83		
66672	09/21/26	AMAZO005 AMAZON.COM SERVICES LLC			702
26-00043		SC Supplies	64.75		
26-00072		Rec Programs	150.90		
26-01142		LYSOL WIPES	12.72		
26-01159		MINI SPLIT PROTECTION PLAN	297.98		
26-01167		PRINTING CALCULATOR	42.29		
			568.64		
66673	09/21/26	ANDRE030 Andrew Benanti			702
26-00964		Carry Permit Municipal Refund	150.00		
66674	09/21/26	ARKELO05 ARKEL MOTORS INC			702
26-00138		PARTS TO REPAIR INT'L TRUCKS	2,407.57		
66675	09/21/26	BRIGH010 BRIGHTSPEED			702
26-00286		Phone Services Police	691.11		
66676	09/21/26	BSNSP005 BSN SPORTS, LLC			702
26-01078		Smart Poles & Ground Sockets	379.99		
66677	09/21/26	CAMPB010 CAMPBELL SUPPLY CO, LLC,			702
26-00137		REPAIRS TO FIRE TRUCKS	7,994.00		
66678	09/21/26	CAROL010 Carolyn Barton			702
26-00051		SC Exercise Classes	440.00	Charged to Senior Trust	
66679	09/21/26	CINTA005 CINTAS CORPORATION NO 2			702
26-00209		JANITORIAL SUPPLIES	688.44		
26-00211		UNIFORM EXPENSE	1,053.34		
26-00284		Municipal AED Maintenance	452.00		
			2,193.78		
66680	09/21/26	CIVIL015 CIVIL SOLUTIONS			702
26-00152		2026 Tax Map Services	360.00		
66681	09/21/26	CREAT020 CREATIVE VISUAL SYSTEM			702
26-00217		SIGN SUPPLIES	5,684.68		
66682	09/21/26	DAMST005 JANE DAMSTRA			702
26-00045		SC Mileage	26.58		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
66683	09/21/26	DATA005 DATA CENTER WAREHOUSE, LLC			702
		26-01042 Police IT	2,698.00		
66684	09/21/26	DEPTC005 DEPTCOR			702
		26-00845 Case Folders	580.00		
66685	09/21/26	DEWBE005 DEWBERRY ENGINEERS, INC.			702
		26-01147 4/2025-2/2026 sewer expansion	11,452.20		
66686	09/21/26	DO000005 WILLIAM J MARION, D.O.			702
		26-00497 DPW - CDL Physical	350.00		
66687	09/21/26	DONAL005 Donald Roark			702
		26-01097 Carry Permit Municipal Refund	150.00		
66688	09/21/26	EAGLE010 Eagle Point Gun			702
		26-01067 Police Dept. Ammunition	8,440.06		
66689	09/21/26	EDMUN005 EDMUNDS & ASSOCIATES, INC			702
		26-01174 REGULAR TAX BILLS	4,104.09		
66690	09/21/26	ELIZA005 ELIZABETHTOWN GAS CO			702
		26-00280 Municipal Gas Services	1,301.67		
66691	09/21/26	ENTER020 ENTERPRISE FLEET MANAGMENT, INC			702
		26-00157 MONTHLY LEASE PAYMENTS	20,291.37		
		26-00483 Enterprise 2026	10,554.59		
			30,845.96		
66692	09/21/26	FIREF010 FIREFIGHTER ONE LLC			702
		26-00807 premium flow test service	3,360.00		
66693	09/21/26	GARDE030 GARDEN STATE LABORATORIES, INC			702
		26-00237 Municipal water Testing-Parks	190.00		
66694	09/21/26	GIANA005 MARCY GIANATTASIO			702
		26-01125 Zoom Webinar 8/25/26-9/24/26	68.23		
66695	09/21/26	GOGOV005 GO GOV APPS			702
		26-01020 Citizen Alert App Subscription	4,900.00		
66696	09/21/26	GRANI005 GRANICUS, LLC			702
		26-01160 Short/Long Rental Regist Serv	8,985.01		
66697	09/21/26	HANKS005 HANK SANDERS INC			702
		26-01152 Release Restoration Bond- ROP	2,500.00		
66698	09/21/26	HARRY015 Harry Ehman			702
		26-01120 Carry Permit Municipal Refund	150.00		
66699	09/21/26	HHAUT005 H & H AUTO PARTS OF VERNON			702
		26-00150 PARTS TO REPAIR VES VEHICLES	1,237.45		

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
10-001	GENERAL/CENTRAL CHECKING	Continued		
66699	H & H AUTO PARTS OF VERNON	Continued		
26-00215	PARTS TO REPAIR DPW VEHICLES	561.60		
		1,799.05		
66700	09/21/26 HIGHL025 HIGHLAND LAKES VOLUNTEER FIRE		702	
26-01144	reimburse august 2026 expenses	1,668.77		
66701	09/21/26 HOOVE005 HOOVER TRUCK CENTERS, INC		702	
26-00117	PARTS TO REPAIR FREIGHTLINER	339.21		
66702	09/21/26 INFIN005 INFINITY CREATIVE ARTS		702	
26-00078	Rec Programs	501.00		
26-00081	SC Events	90.00		
		591.00		
66703	09/21/26 INTER035 INTERNATIONAL CODE COUNCIL, IN		702	
26-01137	code books	892.53		
66704	09/21/26 JARED005 Jared Colianni		702	
26-01024	Carry Permit Municipal Refund	150.00		
66705	09/21/26 JCALD005 J. CALDWELL & ASSOCIATES LLC		702	
26-01166	Plan Endorsement Annual Report	2,906.25		
66706	09/21/26 JCPL0005 JCP&L		702	
26-00283	Municipal Electric Services	1,358.70		
66707	09/21/26 JDSAL005 NEXGEN POWER EQUIPMENT INC		702	
26-00114	MONTHLY MAINT WATER RECYCLER	265.00		
66708	09/21/26 JESCO005 JESCO, INC.		702	
26-01092	REPLACE 4 RIMS LOADER #87	14,878.16		
66709	09/21/26 JOHNS020 JOHNNY ON THE SPOT DBA UNITED		702	
26-00080	Porta Potty Rentals	2,388.03		
66710	09/21/26 KONIC005 KONICA MINOLTA BUSINESS SOLUTI		702	
26-01127	Build Dept Copier Maintenance	64.40		
66711	09/21/26 KUIKE005 KUIKEN BROTHERS CO., INC.		702	
26-00967	Emergency Maple Grange Park	420.58		
66712	09/21/26 LAWSO010 LAWSON PRODUCTS		702	
26-00149	VARIOUS SHOP SUPPLIES	603.24		
66713	09/21/26 LEXIP005 LEXIPOL, LLC		702	
26-01141	Annual Accreditation Mngmt.	10,200.00		
66714	09/21/26 MCAFE010 MC AFEE HARDWARE CO., INC.		702	
26-00112	VARIOUS HARDWARE NEEDS	8.64		
26-00158	SIGN SUPPLIES	32.47		
26-00246	B&G SUPPLIES	49.97		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
66714		MC AFEE HARDWARE CO., INC.	Continued		
26-00247		PARK SUPPLIES	80.05		
			171.13		
66715	09/21/26	MCICO005 MCI COMMUNICATIONS SERVICES, I			702
26-00452		Phone Service Long Distance	509.81		
66716	09/21/26	MCMAN005 MC MANIMON SCOTLAND & BAUMANN,			702
26-01169		Legal Legends Redevelopment	2,449.00		
66717	09/21/26	MICHA075 Michael J. Ferrara			702
26-01098		Carry Permit Municipal Refund	150.00		
66718	09/21/26	MONTA015 MONTAGUE TOOL & SUPPLY			702
26-00119		SHOP SUPPLIES	31.77		
66719	09/21/26	MUNIC010 MUNICIPAL CLERKS ASSN OF NJ			702
26-01102		SCMCA Seminar 9/25/2026	40.00		
66720	09/21/26	NATIO065 NATIONAL RECREATION & PARKS			702
26-01128		Annual Membership ID# 373126	493.00		
66721	09/21/26	NATIO115 National Fuel Oil Inc			702
26-00031		Municipal Diesel Fuel 2026	4,524.81		
66722	09/21/26	NICH0030 Nicholas Scarola			702
26-01112		Carry Permit Municipal Refund	150.00		
66723	09/21/26	NIELS005 NIELSEN FORD INC			702
26-00146		PARTS TO REPAIR DPW VEHICLES	296.56		
66724	09/21/26	NOREG005 Noregon System LLC			702
26-01105		NEW DIESEL REPAIR SOFTWARE	7,474.20		
66725	09/21/26	NORTH015 NORTH EAST PARTS GROUP LLC			702
26-00132		PARTS TO REPAIR DPW VEHICLES	514.79		
66726	09/21/26	NORTH050 NORTHEAST COMMUNICATIONS INC			702
25-00560		Police Vehicle Upfitting	600.00		
26-00200		Radio Repair/Maint	1,290.38		
			1,890.38		
66727	09/21/26	OPTIM005 Optimum			702
26-00291		Municipal Cable services	34.85		
66728	09/21/26	PETER015 Peter J. King LLC			702
26-00524		Township Attorney Retainer	6,250.00		
66729	09/21/26	PITNE005 PITNEY BOWES INC			702
26-00289		Postage Machine Supplies	246.49		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
66730	09/21/26	PITNE020 Pitney Bowes - Purchase Power			702
26-01135		Postage Fulfillment	121.54		
66731	09/21/26	PLANE005 PLANET NETWORKS			702
26-00274		Municipal Phone & Internet	3,269.00		
66732	09/21/26	POWER020 POWER PLACE INC.			702
26-00605		PARTS TO REPAIR J DEERE TRACT	198.00		
66733	09/21/26	RD TRE005 RD Tree Service, LLC			702
26-01124		5 DEAD ASH TREES CAMPBELL DR	4,800.00		
66734	09/21/26	SCHEN010 SCHENCK PRICE SMITH & KING LLP			702
26-00234		2026 Legal Tax Appeals	1,241.63		
66735	09/21/26	SHIIN005 SHI INTERNATIONAL CORP			702
26-00463		Additional Exchange License	20.70		
26-00648		Microsoft Exchange	4,317.56		
			4,338.26		
66736	09/21/26	SJFUE005 SJ Fuel South Co. Inc.			702
26-00162		Blanket -Gas Fuel Services	9,020.40		
66737	09/21/26	STAPL010 Staples Contract & Commercial			702
26-00251		JANITORIAL SUPPLIES	679.21		
26-00279		Admin Office Supplies	103.80		
			783.01		
66738	09/21/26	SUBUR005 SUBURBAN PROPANE ,L.P.			702
26-00287		Blanket PO Propane Services	6.66		
66739	09/21/26	SUEZW005 VEOLIA WATER NEW JERSEY, INC.U			702
26-00371		Blanket - Water Serv 21 Church	111.32		
66740	09/21/26	SUSSE095 SUSSEX COUNTY M.U.A.			702
26-00087		PLASTIC RECYCLING	130.00		
66741	09/21/26	SUSSE170 SUSSEX RURAL ELECTRIC CO-OP			702
26-00290		Blanket - Municipal Electric	745.76		
66742	09/21/26	TELEP005 WARWICK VALLEY TELEPHONE			702
26-00161		Blanket Telephone Service	731.71		
66743	09/21/26	TIMOT025 Timothy Thoma			702
26-01063		Carry Permit Municipal Refund	150.00		
66744	09/21/26	TLOLL005 TLO, LLC (TransUnion Risk)			702
26-00175		Police- People Search	100.00		
66745	09/21/26	USBAN025 U.S. BANK NATIONAL ASSOCIATION			702
26-00278		Ricoh Map Copier Lease	455.44		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
66746	09/21/26	USPOS005 US POSTAL SERVICE			702
26-01161		Municipal Postage Fulfillment	10,000.00		
66747	09/21/26	VALLE010 VALLEY PAINT & HARDWARE			702
26-01148		Mayor Supplies	11.69		
66748	09/21/26	VERIZ035 VERIZON CONNECT FLEET USA LLC			702
26-00254		GPS SERVICE DPW	775.07		
66749	09/21/26	VERNO075 VERNON SENIOR RECREATION			702
26-00047		SC Activities	80.00		
66750	09/21/26	VERNO120 VERNON TWP BOARD OF EDUCATION			702
26-01156		September 2nd Pay 2026	2,221,454.08		
66751	09/21/26	VERNO225 VERNON VETERINARY ASSOCIATES,			702
26-00188		Animal Control- Medical Care	3,097.57		
66752	09/21/26	VFWPO005 VFW POST #8441 WALLKILL VALLEY			702
26-00660		CLEAN COMMUNITIES	750.00		
66753	09/21/26	WALLA020 wallace Zosche			702
26-00995		Carry Permit Municipal Refund	150.00		
66754	09/21/26	WELDO005 WELDON ASPHALT CO.			702
26-00255		ASPHALT	4,597.09		
66755	09/21/26	WELLS050 WELLS FARGO VENDOR FINANCIAL			702
26-00276		Copier Lease Clerk Office	208.21		
26-01110		Building Copier Lease 2026	217.72		
			425.93		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	87	0	2,433,638.86	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	87	0	2,433,638.86	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	87	0	2,433,638.86	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	87	0	2,433,638.86	0.00

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	6-01	2,384,998.78	1,200.00	0.00	2,386,198.78
CAPITAL FUND	C-04	37,782.93	0.00	0.00	37,782.93
GRANT FUND	G-02	1,170.58	0.00	0.00	1,170.58
OTHER TRUST	T-14	6,037.57	0.00	0.00	6,037.57
DEV. BONDS	T-21	2,449.00	0.00	0.00	2,449.00
Year Total:		8,486.57	0.00	0.00	8,486.57
Total of All Funds:		2,432,438.86	1,200.00	0.00	2,433,638.86

TOWNSHIP OF VERNON

RESOLUTION #26-273

ENTREATING A FULL, INDEPENDENT, AND TRANSPARENT INVESTIGATION INTO THE IMPROPER VOTER REGISTRATION OF NON-CITIZENS IN NEW JERSEY AND CALLING FOR ADDITIONAL SAFEGUARDS TO PROTECT ELECTION INTEGRITY

WHEREAS, election integrity is fundamental to both the democratic process and maintaining public confidence in our government; and

WHEREAS, on July 21, 2026, New Jersey Governor Mikie Sherrill announced that in June of 2023 a software error illegally registered approximately 6,600 non-citizens as legal voters during their application for a driver's license or identification at the Motor Vehicle Commission agency; and

WHEREAS, Governor Sherrill also stated that further review found fewer than 400 of these illegally registered individuals voted in an election due to this software error; and

WHEREAS, the registration of individuals who are not eligible to vote raises serious concerns regarding the accuracy, security, oversight, and integrity of New Jersey's voter registration system; and

WHEREAS, the public deserves a complete accounting of how this error occurred, how long it remained undetected, what safeguards failed, and what steps will be taken to ensure that a similar failure cannot occur again; and

WHEREAS, the people of New Jersey deserve to know in which counties and jurisdictions the affected individuals were registered, in which elections those ballots were cast, and whether any races or election outcomes may have been affected by those ballots; and

WHEREAS, the investigation should be conducted in a transparent and independent manner, including the creation of a bi-cameral, bi-partisan legislative investigative committee with subpoena power and the ability question testifiers under oath;

WHEREAS, the integrity of voter registration should not rely solely upon one agency, database, software system, or automated process, and additional independent safeguards a verification procedure should be considered to ensure that only eligible individuals are registered to vote; and

NOW, THEREFORE, BE IT RESOLVED, that the Vernon Township Council calls upon the Governor of the State of New Jersey and the appropriate state election authorities to conduct and make public the results of a full and transparent investigation into the circumstances surrounding the illegal registration of approximately 6,600 individuals who had indicated that they were not United States citizens; and

BE IT FURTHER RESOLVED that the investigation identify, to the fullest extent permitted by law the following: 1. How the registration error occurred and precisely what software systems, procedures, or oversight failures contributed to it; 2. The dates during which the error occurred, and the full scope of individuals affected; 3. The counties and municipalities in which affected individuals were registered to vote; 4. The elections in which any affected individuals cast ballots; 5. The number of ballots cast by affected individuals in each election and jurisdiction; 6. Whether any affected ballots were cast in elections decided by a margin equal to or less than the number of potentially ineligible ballots case; 7. If any federal, state, county or local election results may have been affected or require further review; 8. What corrective actions and safeguards will be implemented to prevent similar errors in the future.

BE IT FURTHER RESOLVED that the Vernon Township Council calls for an immediate suspension of automatic voter registration at every MVC agency and their website until the State of New Jersey establishes an independent, third-party verification and auditing process for voter registration systems, operating as an additional check and balance to existing Motor Vehicle Commission and election registration procedures; and

BE IT FURTHER RESOLVED, that any such independent review should regularly examine the accuracy and integrity of voter registration records, identify potential discrepancies, audit the transfer of voter registration information between state agencies and election authorities, and provide public records on the effectiveness of 2 these safeguards, while protecting confidential personal information as required by law; and

BE IT FURTHER RESOLVED, that the Vernon Township Council encourages the State of New Jersey to evaluate additional measures, including stronger voter identification and citizenship verification safeguards to ensure that every eligible voter can cast a ballot and that every vote counted in New Jersey elections is legally cast; and

BE IT FURTHER RESOLVED, that the Vernon Township Council urges the State of New Jersey to cooperate with federal officials who are also investigating this matter as well as other irregularities with elections in New Jersey;

BE IT FURTHER RESOLVED, that this resolution is intended to be nonpartisan and is based on the principle that every eligible citizen's vote deserves to be protected and that the public must have confidence that New Jersey's elections are conducted fairly, accurately, securely, and transparently; and

BE IT FURTHER RESOLVED, that copies of this resolution shall be forwarded to the Governor of the State of New Jersey, the New Jersey Secretary of State, the New Jersey Division of Elections, the New Jersey Motor Vehicle Commission, members of the New Jersey's 24th Legislative District, the Sussex County Board of County Commissioners, and the Sussex County Clerk.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

TOWNSHIP OF VERNON

RESOLUTION #26-274

Resolution Authorizing the Option for Employees of the Township of Vernon to Waive Health Insurance Benefits

WHEREAS, the Township of Vernon (hereinafter “Township”) is continually seeking to reduce expenditures where appropriate; and

WHEREAS, the Township provides health benefit coverage to all regular full-time employees; and

WHEREAS, N.J.S.A. 40A:10-17.1 authorizes municipalities to permit employees to waive health care coverage when such employees are covered for health care under the coverage of a spouse; and

WHEREAS, pursuant to statute, the Township may pay to the waiving employee an amount equal to not more than 25% or \$5,000.00, whichever is less, of the amount saved by the Township when coverage is waived; and

WHEREAS, the Township desires to implement such a cost efficiency measure for the year 2027; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the Township of Vernon hereby implements the following provisions of N.J.S.A. 40A:10-17.1:

1. Any employee who elects to waive health care coverage pursuant to this Resolution shall be paid a sum equal to 25% or \$5,000.00, whichever is less, of the health care premium savings received by the Township. Payment of sums required under this Resolution shall be made to the Employee on a monthly basis, each payment being one twelfth of the total sum due.
2. An employee shall be eligible for such waiver and payment only upon compliance with, and under the terms of, the provisions of N.J.S.A. 40A:10-17.1.
3. An employee shall be eligible to, or required to, resume coverage pursuant to the provisions of N.J.S.A. 40A:10-17.1.
4. This Resolution shall take effect immediately upon adoption according to law.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

TOWNSHIP OF VERNON

RESOLUTION #26-275

AUTHORIZING THE MAYOR TO CONTINUE THE INCENTIVE TO EMPLOYEES WHO ENROLL IN AN ALTERNATE HEALTH OR PRESCRIPTION PLAN

WHEREAS, Health and Prescription Costs for employees and retirees are rising year after year and account for over 10% of the municipal budget; and

WHEREAS, the Township is offering multiple alternative health insurance and prescription plans for its employees; and

WHEREAS, the Township and employee will see the largest savings for switching to the optional plan known as Aetna Whole Health, Aetna 2035 and a High Deductible Health Plan; and

WHEREAS, beginning in 2017 the Township offered an incentive of 1/3 of the Township's net savings for each employee who elects to switch to the alternate health or prescription plan for the plan year and it is the wish of the Township to continue that program for the plan year January 1, 2027 to December 31, 2027

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

1. The Mayor of the Township of Vernon is hereby authorized to continue the 2017 Memorandum of Understanding with the UAW Local 2326 and AFSCME Local 3181 which created the mechanism of which to allow the incentive to be paid.
2. The change to the Personnel Policy and Procedure Manual adding the addendum to offer this incentive to non-union employees is also continued.
3. This Resolution shall take effect immediately upon passage in accordance with law.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

TOWNSHIP OF VERNON

RESOLUTION #26-276

REFUND FOR CARRY PERMIT MUNICIPAL FEE, DiGuilio

WHEREAS, mayor and township council of the township of Vernon have adopted ordinance 26-04 dated 2/9/2026 allowing the refund of the municipal fee portion of the conceal carry application;

WHEREAS, to ease the financial burden, the Township of Vernon will offer a refund of \$150 for the municipal fee to Henry N. DiGuilio Jr.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Township of Vernon Finance Department to refund the municipal portion of the conceal carry application fee in the amount of \$150 to Henry N. DiGuilio Jr.

FINALLY, BE IT RESOLVED, that a certified copy of this Resolution be forwarded to the Township Finance Department.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Julia Mitchell, Purchasing Clerk

TOWNSHIP OF VERNON

RESOLUTION #26-277

**AUTHORIZING CHANGE ORDER #1 OF CONTRACT FOR
NEW JERSEY STATE CONTRACT T2507
MICROSURFACE & SLURRY, SEAL PAVEMENT SYSTEMS**

WHEREAS, on August 10, 2026 by way of adoption of Resolution #26-252, the Council of the Township of Vernon awarded a contract to Asphalt Paving Systems Inc for Microsurfacing & Slurry Seal Pavement Services on various roadways in Storms Estates which contract provided for an expenditure of \$102,948.09 and

WHEREAS, in a memo dated September 14, 2026, the Township Engineer states that the contract requires a Change Order #1 by the addition of one Extra item (300 GA Microsurfacing Emulsion per unit price of \$11.37) in the amount of \$3,411.00 resulting in an increased total contract amount of \$106,359.09; and

WHEREAS, the Township Engineer, in concurrence with the Mayor, recommends approving Change Order No. 1 resulting in the adjusted increased final contract amount of \$106,359.09.

NOW THEREFORE BE IT RESOLVED, by the Council of the Township of Vernon that it hereby approves the Township Engineer's recommendations and authorizes the Mayor to execute said Change Order No. 1 for said project resulting in the adjusted increased final contract amount of \$106,359.09 for said project; and

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

Certification of funds
Account: C-01-26-014-01
Amount: \$3,411.00

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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						



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.
(6128/84 - 7127/89)

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

DAVID B. SIMMONS, JR., VICE PRESIDENT

NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.
NY - P.E. & L.S., PA - P.E. & L.S.

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

September 14, 2026

VIA E-MAIL

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

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

SUBJECT: Proposed Microsurfacing of Various Roadways
Vernon Township, Sussex County

Dear Mayor,

Enclosed herewith please find the final paperwork in reference to the Microsurfacing of Various Roadways project:

1. Copy of Vernon Township Purchase Order No. 26-01080, Drawdown No. 1, in the amount of \$106,359.09 due to Asphalt Paving Systems for work completed through 09/04/2026.
2. Estimate Certificate No. 1 reflecting quantities used through 09/04/2026.
3. Change Order No. 1 reflecting quantities used through 09/04/2026.
4. Letter from Asphalt Paving Systems certifying that all sub-contractors/vendors have been paid in full, to date.

Please ensure that Asphalt Paving Systems 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:ek:CLS:ek

K:\Projects\Municipal\Vernon\Council\Storm Estates Microsurfacing\Estimate Certificate #1\Rossi - Estimate Cert #1.docx

Enclosures: Vernon Township Purchase Order and Draw Down #1, Estimate Certificate, & Change Order

cc: VIA E-MAIL
Tina Kraus – Vernon Township Business Administrator
Patricia Reiche – Vernon Township CFO
Sean Canning- Vernon Township QPA
Howie Lazier- Vernon Township DPW Supervisor

HAROLD E. PELLOW & ASSOCIATES, INC.

Established 1989

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

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

Date:	For Work Completed Through September 4, 2026
Project:	Proposed Microsurfacing of Various Roadways
Owner:	Township of Vernon, Municipal Building, 21 Church Street, Vernon NJ, 07462
Contractor:	Asphalt Paving Systems, 500 N Egg Harbor Road, Hammonton, NJ 08037

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 or Final
1	Micro-Surfacing Aggregate Type II	TN	224				224	\$124.53	\$ 27,894.72
2	Micro-Surfacing Emulsion	GA	6,601	300			6,901	\$11.37	\$ 78,464.37
TOTAL:									\$ 106,359.09

Recommended for Approval	Signatures
Approved by	INSPECTOR
	MUNICIPAL ENGINEER

Original Contract	\$ 102,948.09
Total Extra & Supplemental	\$ 3,411.00
Total Reduction	\$ -
Total Adjusted Contract	\$ 106,359.09
(Based on Change Order No. 1)	

Total Cost of Construction	\$ 106,359.09
Less Retainage of	\$ -
Less Previous Payments	\$ -

PAYMENT NOW DUE:

\$ 106,359.09

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 #: ASPHA005

Asphalt Paving Systems
500 N Egg Harbor Road
Hammonton, NJ 08037

Purchase Order

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

NO. 26-01080

ORDER DATE: 08/14/26

DELIVERY DATE: 08/13/26

STATE CONTRACT: ST17507

F.O.B. TERMS:

VENDOR ACCT NUM:

VENDOR PHONE #: (609)561-4161

VENDOR FAX #: (609)567-2824

REQUISITION #: R2601963

PAYMENT RECORD

CHECK NO.

DATE PAID

NOTICE: TAX EXEMPT - TAX ID: 22-6002358

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	2026 Minor Repairs Various Rds Per Res26-25	C-01 26 004-01	102,948.09	102,948.09
	NJ State Contract 42507			
	Various Roadways within Storms Estates			
			TOTAL	102,948.09
DRAWDOWN NO. 1 (WORK COMPLETED THROUGH 9/04/26)				
ORIGINAL CONTRACT AMOUNT			\$102,948.09	
ADJUSTED CONTRACT BASED ON				
CHANGE ORDER NO. 1			\$106,359.09	
WORK COMPLETED THROUGH 9/04/2026			\$106,359.09	
LESS 2% RETAINAGE			(\$0.00)	
LESS PREVIOUS PAYMENT			(\$0.00)	
AMOUNT DUE THIS DRAWDOWN			\$106,359.09	

APPROVED FOR PURCHASE

[Signature]
QUANTIFIER PURCHASING AGENT
[Signature]
BUSINESS ADMINISTRATOR/MAYOR

APPROVAL FOR PAYMENT

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.

[Signature] Twp Engineer
DEPT. HEAD DATE

CERTIFICATION OF FUNDS

[Signature]
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 particulars; that the prices 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 receipt.

X *[Signature]*
Vendor sign & return here

HAROLD E. PELLOW and ASSOCIATES, INC.*Consulting Engineers, Planners and Surveyors**17 Plains Road**Augusta, NJ 07822-2009***CHANGE ORDER NO. 1****9/14/2026**

Project	Proposed Microsurfacing of Various Roadways
Owner	Township of Vernon, Municipal Building, 21 Church Street, Vernon NJ, 07462
County	Sussex County
Contractor	Asphalt Paving Systems, 500 N Egg Harbor Road, Hammonton, NJ 08037

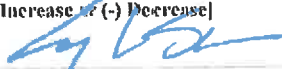
In accordance with the project Supplementary Specification, the following are changes in the contract.

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

Location: Proposed Microsurfacing of Various Roadways
Storm Estates Dr, Thunder Dr, East Gate Dr, West Gate Dr, Sweet Dr

Reason: As-Built Quantity

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY (+/-)</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
2	EXTRA Micro-surfacing Emulsion (As Built Quantities)	300	GA \$ 11.37	\$ 3,411.00
Total EXTRA				\$ 3,411.00

AMOUNT OF ORIGINAL CONTRACT: \$102,948.09ADJUSTED AMOUNT BASED ON
CHANGE ORDER NO. 1: \$106,359.09% CHANGE IN CONTRACT: 3.31%
[(+) Increase or (-) Decrease]

(Engineer)

9/14/26

(Date)



(Contractor)

(Date)

9/14/26

(Date)

EXTRA: \$ 3,411.00SUPPLEMENTAL: \$ -REDUCTION: -TOTAL CHANGE: \$ 3,411.00



P. O. Box 530 - Hammonton, NJ 08037
Phone (609) 561-4161 - Fax (609) 561-0920

September 14, 2026

Harold E. Pellow & Associates, Inc.
17 Plains Road,
Augusta, NJ 07822

RE: Vernon Township Microsurfacing Project

To Whom it May Concern,

This letter is to confirm that all vendors used on this project have been paid in full.

Sincerely,

James MacLane
Project Manager
jmaclane@asphaltpavingsystems.com

TOWNSHIP OF VERNON

RESOLUTION #26-278

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 154 Lot 37)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded James Glading 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 2026 property tax in the amount of \$2,364.06 to James Glading.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-279

(Block 154 Lot 37)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS
awarded James Glading 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2026 in the amount of \$1,923.12.

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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-280

(Block 154 Lot 37)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS
awarded James Glading 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2027 in the amount of \$3,556.95.

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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-281

(Block 166 Lot 3)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS
awarded Matthew Duffy 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2026 in the amount of \$2,241.54.

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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-282

(Block 166 Lot 3)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS
awarded Matthew Duffy 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2027 in the amount of \$4,145.88.

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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-283

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 166 Lot 3)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS
awarded Matthew Duffy 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of
Vernon hereby authorizes the Tax Collector to refund 2026 property tax in the amount of
\$6,050.21 to Matthew Duffy .

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their
Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-284

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 202 Lot 37)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Joseph Kvilesz 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 2026 property tax in the amount of \$1,731.05 to Joseph Kvilesz.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-285

(Block 202 Lot 37)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS
awarded Joseph Kvilesz 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of
Vernon authorizes the Tax Collector to cancel the taxes for 2026 in the amount of
\$2,220.92.

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
Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-286

(Block 202 Lot 37)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS
awarded Joseph Kvilesz 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2027 in the amount of \$4,107.76.

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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-287

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 331 Lot 5)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS
awarded Frederick Van Dunk 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of
Vernon hereby authorizes the Tax Collector to refund 2025 property tax in the amount of
\$1,775.66 to Frederick Van Dunk.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their
Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-288

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 331 Lot 5)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS
awarded Frederick Van Dunk 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of
Vernon hereby authorizes the Tax Collector to refund 2026 property tax in the amount of
\$5,630.36 to Frederick Van Dunk.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their
Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-289

(Block 331 Lot 5)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS
awarded Frederick Van Dunk 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2026 in the amount of \$5,630.36.

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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-290

(Block 331 Lot 5)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS
awarded Frederick Van Dunk 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2027 in the amount of \$3,858.17.

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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-291

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 334 Lot 3)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS
awarded Michael Clark 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of
Vernon hereby authorizes the Tax Collector to refund 2025 property tax in the amount of
\$1,961.29 to Michael Palmer.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their
Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-292

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 334 Lot 3)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Michael Clark 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 2025 property tax in the amount of \$1,961.29 to Michael Clark.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-293

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 334 Lot 3)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS
awarded Michael Clark 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of
Vernon hereby authorizes the Tax Collector to refund 2026 property tax in the amount of
\$6,147.11 to Michael Palmer.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their
Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-294

**(Block 334 Lot 3)
CANCELLING TAXES FOR TOTAL DISABLED VETERAN**

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS
awarded Michael Clark 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of
Vernon authorizes the Tax Collector to cancel the taxes for 2027 in the amount of
\$4,212.27.

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
Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-295

(Block 446 Lot 10)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS
awarded Frank Zebrowski 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2026 in the amount of \$2,313.99.

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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-296

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 446 Lot 10)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS
awarded Frank Zebrowski 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of
Vernon hereby authorizes the Tax Collector to refund 2026 property tax in the amount of
\$2,571.11 to Frank Zebrowski.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their
Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-297

(Block 446 Lot 10)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS
awarded Frank Zebrowski 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2027 in the amount of \$4,279.89.

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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-298

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 451 Lot 80)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS
awarded Nicholas Braden Wells 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of
Vernon hereby authorizes the Tax Collector to refund 2026 property tax in the amount of
\$1,513.39 to Nicholas Braden Wells.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their
Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-299

(Block 451 Lot 80)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS

awarded Nicholas Braden Wells 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2026 in the amount of \$1,231.12.

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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-300

(Block 451 Lot 80)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS

awarded Nicholas Braden Wells 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2027 in the amount of \$2,277.04.

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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-301

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 582 Lot 21)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS
awarded Block 582 Lot 21 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of
Vernon hereby authorizes the Tax Collector to refund 2026 property tax in the amount of
\$990.76 to 582 Lot 21.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their
Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-302

(Block 582 Lot 21)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS

Awarded 582 Lot 21 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2026 in the amount of \$6,522.55

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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-303

(Block 582 Lot 21)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS

Awarded 582 Lot 21 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2027 in the amount of \$6,233.57

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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC



VERNON TWP RADIO SYSTEM

UPGRADE PROPOSAL

SpectrumNA.com



TWO WAY RADIO &
EMERGENCY VEHICLE EQUIPMENT
SALES ● SERVICE ● INSTALLATIONS

(800) 722-0210

80 N DELL AVE, UNIT 12, KENVIL NJ

PREPARED BY SPECTRUM COMMUNICATIONS - JANUARY 20TH, 2026

Vernon Police,

First and foremost, we would like to thank you for the opportunity to assist Vernon Township with the upgrade of your new communications system. We sincerely appreciate the confidence you have placed in our organization and the opportunity to support such an important initiative.

At Spectrum, we specialize in public safety radio communications and understand the critical role these systems play in protecting life, property, and the continuity of township operations. Reliable, clear, and resilient communications are the foundation of effective emergency response, and we recognize that even momentary failures can have significant consequences. Our team is deeply familiar with the unique operational, technical, and regulatory requirements of the public safety community, and we approach every project with that responsibility in mind.

We are committed to delivering a solution that not only meets your technical specifications, but also supports your police officers, fire fighters and EMS personnel, with a system they can trust under the most demanding conditions. Our goal is to provide a communications platform that enhances safety today while remaining flexible and scalable for future needs.

We look forward to building a strong, long-term partnership with Vernon Township and to supporting your mission through dependable, high-quality public safety communications.

Sincerely,

Joseph Estwin
Communications Division Manager
Spectrum Communications
80 N Dell Ave, Unit 12
Kenvil, NJ 07847
(973) 252-4262
joe@spectrumna.com

Spectrum Communications

Two-Way Radio & Wireless Solutions Since 1997

About Spectrum Communications

Spectrum Communications has been serving the Two-Way Radio industry since 1997. Our business is built on taking care of our customers, with customer support and service after the sale forming the foundation of how we operate.

We pride ourselves on delivering high-quality workmanship and providing the very best in customer service throughout our coverage area. Our long-standing relationships with clients are a direct result of our commitment to reliability, responsiveness, and technical excellence.

Services Provided

- Mobile and Portable Radio Sales & Service
- Two-Way Radio Infrastructure Sales & Service
- Wireless Data Connections / IoT Solutions
- 24 Hour / 365 Day Service Agreements
- Business & Public Safety Dispatch Solutions

Key Technology Partners

- Kenwood Communications
- EFJ Technologies
- Motorola Solutions
- Sierra Wireless
- Zetron, Inc.
- TRBO Net
- RAD Antenna Systems

Project Proposal

1. Problem Overview

Vernon Township Police and Fire requested a site survey to compile an inventory of their existing communications equipment, with the understanding that much of the system was due for replacement. Upon completion of the survey, it was determined that the current infrastructure contains multiple deficiencies and is not providing adequate coverage to meet public safety requirements.

Additionally, the building at the Conway site is in poor condition, and construction of a new structure will be required to properly support the proposed system. The Fire Department is still utilizing low-band paging, which is outdated and should be upgraded to UHF in order to operate more cohesively with the rest of the township's radio system.

The Police Department is also currently operating an older Zetron 4000 series dispatch console, which should be upgraded as part of this proposal.

2. Proposed Solution

Spectrum proposes the installation of a three-site DMR simulcast system. The three sites selected for the initial phase of this system are Conway, Panorama, and Mondamin Road. This system will consist of two independent simulcast DMR systems: one dedicated to Police and one dedicated to Fire/EMS.

By migrating to a simulcast architecture, sufficient frequencies will be made available to transition Fire/EMS from low-band paging to UHF operations.

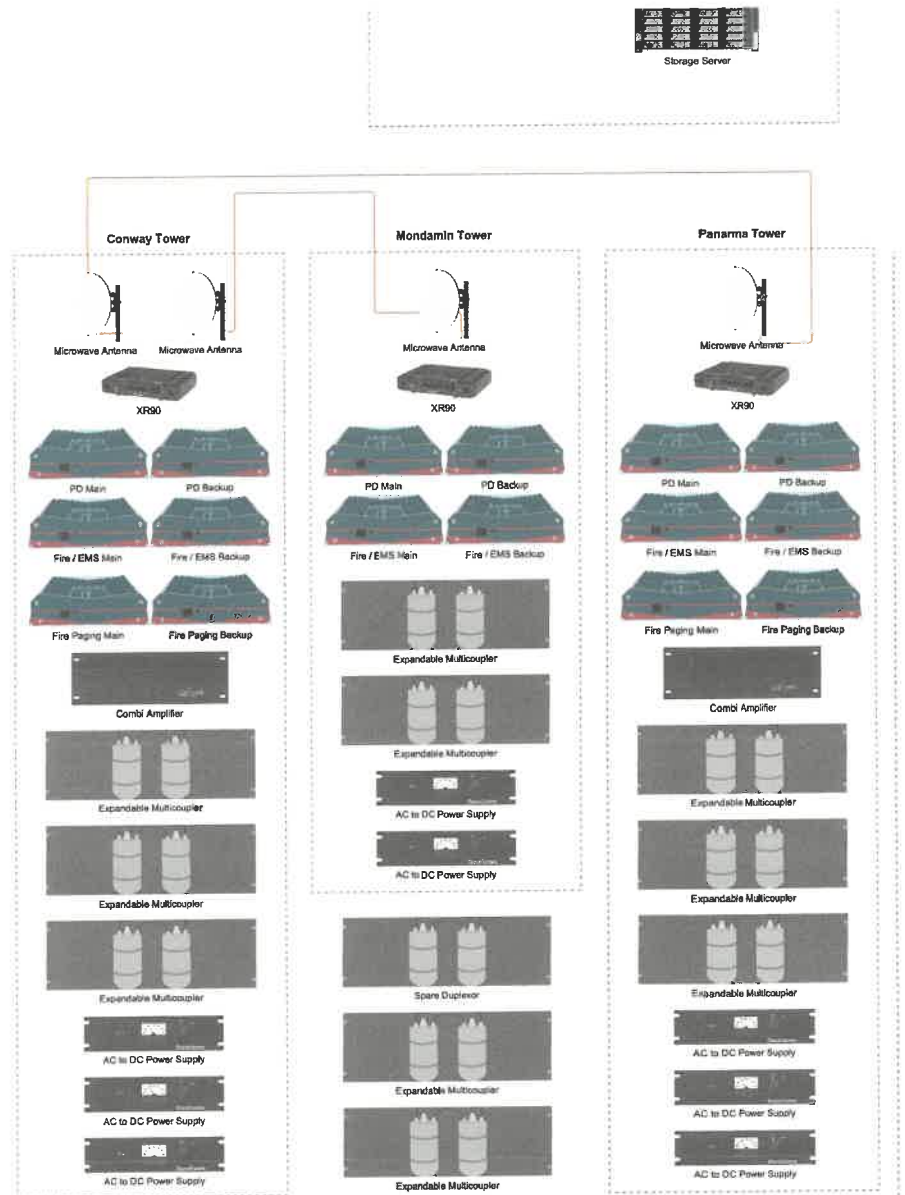
Dispatch will be upgraded with three new Zetron MAX dispatch positions, along with a new backend architecture to support the system.

3. Solution Architecture

The following diagram illustrates the proposed system architecture and the equipment racking for the new system at each location.

This proposal is currently quoted at list pricing for budgetary planning purposes. Provided the scope of work remains unchanged, this pricing represents a worst-case scenario for completing a full system deployment and subscriber upgrade for Vernon Township.

Topology Diagram



Project Pricing Summary

Hardware Only

Item	Description	Total
1	Zetron Max Dispatch Upgrade Hardware Only	\$137,672.10
2	Kairos Repeater Equipment Hardware Only	\$309,553.68
4	Kenwood Control Station Radios - NX-5800K (Qty 6 w/ Power Supplies)	\$6,739.74
3	Police Mobile Radios – Kenwood NX-5800K (Qty 20, w/ Faceplates)	\$19,205.20
4	Police Portable Radios – Kenwood NX-5300K2 (Qty 40, w/ Accessories)	\$32,642.40
5	Fire Mobile Radios – Kenwood NX-5800K (Qty 38)	\$36,489.88
6	Fire Portable Radios – Kenwood NX-5300K2 (Qty 128, w/ Accessories)	\$104,455.68
7	Fire Minitor 7 Pagers (Qty 147)	\$82,533.15
8	EMS Mobile Radios – Kenwood NX-5800K (Qty 16)	\$15,364.16
9	EMS Portable Radios – Kenwood NX-5300K2 (Qty 38)	\$31,010.28
10	EMS Minitor 7 Pagers (Qty 65)	\$36,494.25

Labor

Item	Description	Total
1	Zetron Max Dispatch System – Build, Configuration, Installation & Training	\$26,400.00
2	Kairos System – Build and Installation of Repeater Equipment	\$19,800.00
3	PD Mobile Radio Installations	\$9,900.00
4	Fire Mobile Radio Installations	\$37,620.00
5	EMS Mobile Radio Installations	\$15,840.00

Tower / Antenna Work

Item	Description	Total
1	Tower / Antenna Work including New Outdoor Cabinet at Conway Site	\$67,980.00
2	Tower / Antenna Work at Panarama Site	\$24,750.00
3	Tower / Antenna Work at Mondamin Site	\$24,750.00
4	Tower / Antenna Work Site 4	\$24,750.00

Overall Project Total

Total Project Cost:

\$1,063,950.52

TOWNSHIP OF VERNON

RESOLUTION #26-304

**RESOLUTION AUTHORIZING PROCUREMENT OF
COMMUNICATIONS UPGRADE THROUGH SOURCEWELL
NATIONAL COOPERATIVE #020625-ZET -SPECTRUM
COMMUNICATIONS THROUGH ZETRON AWARDED CONTRACT**

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 upgrade its emergency communications systems for the Township 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 #020625-ZET; and

WHEREAS, Spectrum Communications, 80 N Dell Ave., Kenvil, N.J. has provided a quote for communications upgrade through Sourcewell cooperative contract in the amount of \$137,672.10, acceptable to the Township

WHEREAS, the Chief Financial Officer has determined, and certified available funds are available in the amount of \$137,672.10 from:

Line Item:

NOW THEREFORE BE IT RESOLVED THAT, the Mayor is authorized to effectuate the contract with Spectrum Communications, 80 N Dell Ave., Kenvil, N.J. under Sourcewell contract #020625-ZET for emergency communications upgrades in the amount of \$137,489.70, 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 Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

QUOTATION

Spectrum Communications
80 N Dell Ave, Unit 12
Kenvil, NJ 07847
USA

Quote Number: 222173
Quote Date: Aug 24, 2026
Page: 1

Voice: 973-252-4262

Fax: 973-252-4282

Quoted To:

VERNON TWP POLICE
21 CHURCH STREET
VERNON, NJ 07462
USA

Ship To:

Customer ID	Good Thru	Payment Terms	Sales Rep
VERNON POLICE		Net 30 Days	JOEE

Quantity	Item	Description	Price Each	Line Item Amount
		ZETRON MAX SYSTEM UPGRADE. SOURCEWELL QUOTE 3 STATION, WITH DESK MIC, NO HEADSETS, NO TRHI INTERFACE. THIS QUOTE IS FOR HARDWARE ONLY.		
3.00	ZE-905-0581	MAX Standard Workstation Bundle	9,082.80	27,248.40
3.00	ZE-930-0222	Individual Call Software Feature Set	1,361.70	4,085.10
3.00	ZE-930-0224	Tone Signaling/Paging Feature Set	2,042.10	6,126.30
3.00	ZE-930-0225	Event Replay	2,313.90	6,941.70
3.00	ZE-930-0226	MAX Dispatch Aux I/O Console Feature Set	2,042.10	6,126.30
3.00	ZE-930-0240	Max Dispatch Base Software License	6,341.40	19,024.20
3.00	ZE-901-9745	DESKTOP MIC RJ45	1,025.10	3,075.30
3.00	ZE-950-9102	FootSwitch	300.60	901.80
4.00	ZE-901-9675	Max Radio Gateway Conventional (DB15)	4,953.60	19,814.40
2.00	ZE-709-7968-10F	Max Radio Gateway 10 Ft	87.30	174.60
6.00	ZE-709-7977-10F	MRG to Kenwood NX5K, TK-8180 Cable 10ft	162.90	977.40
6.00	ZE-930-0227	MDC-1200 (encode/decode)	272.70	1,636.20
6.00	ZE-930-0229	Kenwood INF(TK-x180,TK-5x10,NX-800/900)	439.00	2,634.00
3.00	ZE-901-9740	Max Central	5,007.60	15,022.80
2.00	ZE-930-0231	Z-Node Manager	4,220.10	8,440.20
1.00	ZE-930-0221	Block of 10 Radio Channel Licenses	804.60	804.60
1.00	ZE-930-0237	IP Voice Logger Channel Block	627.30	627.30
1.00	ZE-802-0641	ControlByWeb Ethernet I/O Unit	1,027.80	1,027.80
1.00	ZE-802-0642	DIN Rail Mounts for ControlByWeb	17.10	17.10
1.00	ZE-802-0645	Distribution Block for ControlByWeb	15.30	15.30
1.00	ZE-930-1214	Aux I/O Lic - 16 ports	544.50	544.50

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

Quote Number: 222173
Quote Date: Aug 24, 2026
Page: 2

Voice: 973-252-4262
Fax: 973-252-4282

VERNON TWP POLICE
21 CHURCH STREET
VERNON, NJ 07462
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
VERNON POLICE		Net 30 Days	JOEE

Subtotal	137,672.10
Sales Tax	
TOTAL	137,672.10

TOWNSHIP OF VERNON

RESOLUTION #26-305

AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS SPECTRUM COMMUNICATIONS FOR PURCHASE OF COMMUNICATIONS HARDWARE UPGRADE THROUGH SPECTRUM COMMUNICATIONS CONTRACT# 17-FLEET-00724

WHEREAS, as provided for within the New Jersey Local Publics Contract Law (N.J.S.A.40A:11-12 et. Seq.,) the Township of Vernon may by resolution, and without advertising for bids or obtaining quotations, purchase any goods or services under State Contract; and

WHEREAS, the Township has the need on a timely basis to purchase goods and services utilizing State contracts; and

WHEREAS, the Township intends to enter into contract with Spectrum Communications, 80 N Dell Ave., Kenil, N.J., through State Contract #17-FLEET-00724 for the procurement of:

Mobile Radio Installation	\$ 63,360.00
Communications hardware Antennae Installation various sites	\$188,430.00

WHEREAS, the Chief Financial Officer certifies funding is available in the amount of \$251,790.00 from:

Line Item:

NOW THEREFORE BE IT RESOLVED, that the Township Council of the Township of Vernon, authorizes the police department to purchase certain goods and services from Spectrum Communications, 80 N Dell Ave., Kenil, N.J., through State Contract #17-FLEET-00724 for the procurement of:

Mobile Radio Installation	\$ 63,360.00
Communications hardware Antennae Installation various sites	\$188,430.00

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

QUOTATION

Spectrum Communications
80 N Dell Ave, Unit 12
Kenvil, NJ 07847
USA

Quote Number: 222566
Quote Date: Aug 13, 2026
Page: 1

Voice: 973-252-4262
Fax: 973-252-4282

Quoted To:

VERNON TWP POLICE
21 CHURCH STREET
VERNON, NJ 07462
USA

Ship To:

Customer ID	Good Thru	Payment Terms	Sales Rep
VERNON POLICE		Net 30 Days	

Quantity	Item	Description	Price Each	Line Item Amount
1.00	Spectrum EVP	STATE CONTRACT # 17-FLEET-00724		
1.00		...		
60.00	SP-LABOR	POLICE MOBILES X 20 INSTALLS INSTALL/REPAIR LABOR PER HOUR	165.00	9,900.00
1.00		FIRE MOBILES X 38 INSTALLS		
228.00	SP-LABOR	INSTALL/REPAIR LABOR PER HOUR	165.00	37,620.00
1.00		EMS MOBILES X 16 INSTALLS		
96.00	SP-LABOR	INSTALL/REPAIR LABOR PER HOUR	165.00	15,840.00

Subtotal	63,360.00
Sales Tax	
TOTAL	63,360.00

QUOTATION

Spectrum Communications
80 N Dell Ave, Unit 12
Kenvil, NJ 07847
USA

Quote Number: 222567

Quote Date: Aug 13, 2026

Page: 1

Voice: 973-252-4262

Fax: 973-252-4282

Quoted To:

VERNON TWP POLICE
21 CHURCH STREET
VERNON, NJ 07462
USA

Ship To:

Customer ID	Good Thru	Payment Terms	Sales Rep
VERNON POLICE		Net 30 Days	JOEE

Quantity	Item	Description	Price Each	Line Item Amount
1.00	Spectrum EVP	STATE CONTRACT # 17-FLEET-00724 BUILD, CONFIGURE PROVE AND TURN UP KAIROS SYSTEM.		
160.00	SP-LABOR	INSTALL/REPAIR LABOR PER HOUR	165.00	26,400.00
120.00	SP-LABOR	INSTALL AND CONFIGURE ZETRON MAX DISPATCH SYSTEM IN HQ. INSTALL/REPAIR LABOR PER HOUR	165.00	19,800.00
412.00	SP-LABOR	ANTENNA INSTALL CONWAY SITE, INCLUDING HARDWARE AND REQUIRED CABINET. INSTALL/REPAIR LABOR PER HOUR	165.00	67,980.00
150.00	SP-LABOR	ANTENNA INSTALL PANARAMA SITE, INCLUDING HARDWARE INSTALL/REPAIR LABOR PER HOUR	165.00	24,750.00
150.00	SP-LABOR	ANTENNA INSTALL MONDAMIN SITE, INCLUDING HARDWARE INSTALL/REPAIR LABOR PER HOUR	165.00	24,750.00
150.00	SP-LABOR	ANTENNA INSTALL RIFLE RANGE SITE, INCLUDING HARDWARE INSTALL/REPAIR LABOR PER HOUR	165.00	24,750.00

Subtotal	188,430.00
Sales Tax	
TOTAL	188,430.00

TOWNSHIP OF VERNON

RESOLUTION #26-306

AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS SPECTRUM COMMUNICATIONS FOR PURCHASE OF COMMUNICATIONS HARDWARE UPGRADE THROUGH EF JOHNSON STATE CONTRACT# 25-TELE-132997

WHEREAS, as provided for within the New Jersey Local Publics Contract Law (N.J.S.A.40A:11-12 et. Seq.,) the Township of Vernon may by resolution, and without advertising for bids or obtaining quotations, purchase any goods or services under State Contract; and

WHEREAS, the Township has the need on a timely basis to purchase goods and services utilizing State contracts; and

WHEREAS, the Township intends to enter into contract with Spectrum Communications, 80 N Dell Ave., Kenvil, N.J., through EF Johnson State Contract #25-TELE-132997 for the procurement of:

Communications system hardware and antennae	\$309,553.68
---	--------------

WHEREAS, the Chief Financial Officer certifies funding is available in the amount of \$309,553.68 from:

Line Item:

NOW THEREFORE BE IT RESOLVED, that the Township Council of the Township of Vernon, authorizes the police department to purchase certain goods and services from Spectrum Communications, 80 N Dell Ave., Kenvil, N.J., through EF Johnson State Contract #25-TELE-132997 for the procurement of:

Communications system hardware and antennae	\$309,553.68
---	--------------

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

QUOTATION

Spectrum Communications
80 N Dell Ave, Unit 12
Kenvil, NJ 07847
USA

Quote Number: 222563
Quote Date: Aug 13, 2026
Page: 1

Voice: 973-252-4262
Fax: 973-252-4282

Quoted To:

VERNON TWP POLICE
21 CHURCH STREET
VERNON, NJ 07462
USA

Ship To:

Customer ID	Good Thru	Payment Terms	Sales Rep
VERNON POLICE		Net 30 Days	JOEE

Quantity	Item	Description	Price Each	Line Item Amount
1.00	EFJOHNSON	EFJ / KENWOOD SYSTEM QUOTE.		
21.00	KA500	STATE CONTRACT 25-TELE-132997 KAIROS DMR UHF (450-527 MHZ) REPEATER 1-25W	3,736.00	78,456.00
10.00	KE-KA-RK2-BPM	19" MOUNT PANEL FOR 2RTX	484.80	4,848.00
21.00	KE-KA-SI-T2M	TIER 2 SIMULCAST LICENSE	5,338.40	112,106.40
21.00	KE-KA-NET-RCM	NETCONTROL MONITORING AND CONTROL SW	178.48	3,748.08
8.00	KE-3351557001	GPS ANTENNA SECURE SYNC KIT	464.00	3,712.00
8.00	KE-3351558001	GPS ANTENNA SURGE SUPPRESSOR	464.00	3,712.00
2.00	KE-KSGMT90005	RACK, BLACK, 5-PACK	569.60	1,139.20
15.00	KE-KSGPS20352	POWER SUPPLY,35A,13.8VDC,19" RCK MNTD W SMRT CHRGR	1,144.00	17,160.00
3.00	KE-KSGMRCK7	7' (45RU) Aluminum Equipment Rack with Crate (KSGMT17000, KSGMT0C07R)	1,992.00	5,976.00
6.00	KE-KSGPA23705	450-512 AMP 3W INPUT 50W OUTPU	1,742.40	10,454.40
10.00	KE-KA-1 1M	KIT AND SW FOR HOT STAND-BY CONFIGURATION	235.52	2,355.20
13.00	KE-KSGDX13546	DUPLEXER 6 CAVITY UHF BPBR	4,048.00	52,624.00
6.00	KE-KSGPA23713	AMP 450-512 5-10 INPPUT 100W O	2,210.40	13,262.40

Subtotal	309,553.68
Sales Tax	
TOTAL	309,553.68

TOWNSHIP OF VERNON

RESOLUTION #26-307

AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS SPECTRUM COMMUNICATIONS FOR PURCHASE OF COMMUNICATIONS HARDWARE UPGRADE THROUGH KENWOOD STATE CONTRACT# 25-TELE-132998

WHEREAS, as provided for within the New Jersey Local Publics Contract Law (N.J.S.A.40A:11-12 et. Seq.,) the Township of Vernon may by resolution, and without advertising for bids or obtaining quotations, purchase any goods or services under State Contract; and

WHEREAS, the Township has the need on a timely basis to purchase goods and services utilizing State contracts; and

WHEREAS, the Township intends to enter into contract with Spectrum Communications, 80 N Dell Ave., Kenil, N.J., through Kenwood State Contract #25-TELE-132998 for the procurement of:

Police, Fire EMS Mobiles and Portables and Pagers	
Zetron Control Stations	\$364,934.74

WHEREAS, the Chief Financial Officer certifies funding is available in the amount of \$364,934.74 from:

Line Item:

NOW THEREFORE BE IT RESOLVED, that the Township Council of the Township of Vernon, authorizes the police department to purchase certain goods and services from Spectrum Communications, through New Jersey State Contract 25-FLEET-132998 pursuant to all conditions of the individual State contracts; and

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

QUOTATION

Quote Number: 222565
 Quote Date: Aug 13, 2026
 Page: 1

Spectrum Communications
 80 N Dell Ave, Unit 12
 Kenvil, NJ 07847
 USA

Voice: 973-252-4262
 Fax: 973-252-4282

Quoted To:

VERNON TWP POLICE
 21 CHURCH STREET
 VERNON, NJ 07462
 USA

Ship To:

Customer ID	Good Thru	Payment Terms	Sales Rep
VERNON POLICE		Net 30 Days	JOEE

Quantity	Item	Description	Price Each	Line Item Amount
1.00	KENWOOD	KENWOOD STATE CONTRACT # 25-TELE-132998		
6.00	NX-5800K	ZETRON CONTROL STATIONS UHF (450-520MHz), 45 Watts NXDN Conventional / TYPE-C (Gen1/Gen2) Trunking	910.35	5,462.10
6.00	KE-KPS-15	POWER SUPPLY FOR TKR-750/850	162.40	974.40
6.00	KE-KMB-34	Control Station Mounting Case for KPS-15 Power Supplies(mobile mounting hardware included)	50.54	303.24
1.00		POLICE MOBILES		
20.00	NX-5800K	UHF (450-520MHz), 45 Watts NXDN Conventional / TYPE-C (Gen1/Gen2) Trunking	910.35	18,207.00
20.00	KE-KWD-5300CV	License Key for DMR Tier II Conventional	49.91	998.20
1.00		POLICE PORTABLES		
40.00	NX-5300K2	UHF (450-520MHz), 5.0 Watts NXDN Conventional / TYPE-C (Gen1/Gen2) Trunking	766.15	30,646.00
40.00	KE-KWD-5300CV	License Key for DMR Tier II Conventional	49.91	1,996.40
1.00		FIRE MOBILES		
38.00	NX-5800K	UHF (450-520MHz), 45 Watts NXDN Conventional / TYPE-C (Gen1/Gen2) Trunking	910.35	34,593.30
38.00	KE-KWD-5300CV	License Key for DMR Tier II Conventional	49.91	1,896.58
1.00		FIRE PORTABLES		
128.00	NX-5300K2	UHF (450-520MHz), 5.0 Watts NXDN Conventional / TYPE-C (Gen1/Gen2) Trunking	766.15	98,067.20
128.00	KE-KWD-5300CV	License Key for DMR Tier II Conventional	49.91	6,388.48

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

QUOTATION

Quote Number: 222565

Quote Date: Aug 13, 2026

Page: 2

Spectrum Communications
80 N Dell Ave, Unit 12
Kenvil, NJ 07847
USA

Voice: 973-252-4262

Fax: 973-252-4282

Quoted To:

VERNON TWP POLICE
21 CHURCH STREET
VERNON, NJ 07462
USA

Ship To:

Customer ID	Good Thru	Payment Terms	Sales Rep
VERNON POLICE		Net 30 Days	JOEE

Quantity	Item	Description	Price Each	Line Item Amount
1.00	MORRIS	MORRIS COUNTY CO-OP #41		
1.00		FIRE PAGERS		
147.00	A04RAC9KA1AN	MOTOROLA MINITOR 7 UHF 450-486	561.45	82,533.15
				
1.00	KENWOOD	KENWOOD STATE CONTRACT #		
		25-TELE-132998		
1.00		EMS MOBILES		
16.00	NX-5800K	UHF (450-520MHz), 45 Watts NXDN	910.35	14,565.60
		Conventional / TYPE-C (Gen1/Gen2) Trunking		
16.00	KE-KWD-5300CV	License Key for DMR Tier II Conventional	49.91	798.56
1.00		EMS PORTABLES		
38.00	NX-5300K2	UHF (450-520MHz), 5.0 Watts NXDN	766.15	29,113.70
		Conventional / TYPE-C (Gen1/Gen2) Trunking		
38.00	KE-KWD-5300CV	License Key for DMR Tier II Conventional	49.91	1,896.58
				
1.00	MORRIS	MORRIS COUNTY CO-OP #41		
1.00		EMS PAGERS		
65.00	A04RAC9KA1AN	MOTOROLA MINITOR 7 UHF 450-486	561.45	36,494.25

Subtotal	364,934.74
Sales Tax	
TOTAL	364,934.74

TOWNSHIP OF VERNON

RESOLUTION #26-308

RESOLUTION OF THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY, DESIGNATING A REDEVELOPER AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT FOR THE PROPERTY COMMONLY KNOWN AS THE LEGENDS RESORT IN THE TOWNSHIP

WHEREAS, the Township of Vernon (the "**Township**") is a political subdivision of the State of New Jersey (the "**State**"), located in the County of Sussex (the "**County**"); and

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* as amended and supplemented (the "**Redevelopment Law**"), provides municipalities with broad powers to ameliorate blighted areas, including the powers to investigate whether a property constitutes an "area in need of redevelopment", to prepare and adopt a redevelopment plan for such area, to contract with redevelopers for the planning, replanning, construction or undertaking of any project or redevelopment work, and arrange by contract for the provision of professional services for the carrying out of redevelopment projects; and

WHEREAS, on July 18, 2005, the Township Council of the Township (the "**Township Council**") adopted Resolution #R05-125, authorizing and directing the Township Land Use Board (the "**Land Use Board**") to undertake a preliminary investigation of the various property within the McAfee Village commercial resort area, including the properties then-identified as Block 231.01, Lot 1 on the official Tax Maps of the Township, and commonly known as the Legends Resort (the "**Study Area**"), and to recommend to the Township Council whether the Township Council should designate all or a portion of the Study Area as an "area in need of redevelopment" in accordance with the Redevelopment Law; and

WHEREAS, on May 31, 2006, the Land Use Board conducted such investigation, held a public hearing and determined that the Study Area met one or more criteria set forth in the Redevelopment Law to designate the Study Area as an area in need of redevelopment; and

WHEREAS, on June 12, 2006, the Township Council adopted a resolution designating the Study Area (the "**Redevelopment Area**") as an area in need of redevelopment according to the criteria set forth in the Redevelopment Law; and

WHEREAS, on May 8, 2008, the Township Council adopted Ordinance No. 08-03 codifying the redevelopment plan for the Redevelopment Area, entitled, "McAfee Village Commercial Resort Redevelopment Plan," as amended on April 20, 2026, and as the same may be further amended and supplemented from time to time (the "**Redevelopment Plan**"); and

WHEREAS, the Township has determined to act as the "redevelopment entity" for the Redevelopment Area; and

WHEREAS, Rachel Associates LLC (the “**Redeveloper**”) is the owner of the Redevelopment Area (the “**Project Site**”); and

WHEREAS, the Redeveloper is a limited liability company, with resources and a team of experts in planning, redevelopment, law, engineering, environmental issues, architecture, design, finance and real estate development necessary to effectuate the redevelopment of the Project Site in accordance with the hereinafter defined Redevelopment Agreement, the Redevelopment Plan and all other applicable laws; and

WHEREAS, the Redeveloper proposes to develop the Project Site in multiple phases, with the first phase consisting of renovations and improvements to (i) the Movie Studio Space (as defined in the Redevelopment Agreement) required for the use and occupancy of the Movie Studio Space as a media studio and production facility encompassing the development, production, and distribution of media projects including film, television, radio, advertising, internet and social media content, as well as accessory uses, including stages, sets, wardrobe, spa/fitness, hair salon, make-up, kitchen, cafeteria and dining room, including but not limited to: the installation, repair and restoration of fire safety, plumbing and HVAC improvements, including but not limited to pipes, plumbing, sprinklers, fire alarm control panels, water control panels, HVAC control panels, air duct systems, in order to bring the Movie Studio Space into compliance with the construction code of the Township, infrastructure improvements related to parking, ingress, egress and other appropriate amenities and related project improvements, and (ii) renovations and improvements to use the West Wing (as defined in the Redevelopment Agreement) for hotel operations for the use by the Movie Studio Space tenant, its employees, invitees, licensees, guests, and/or visitors, as well as for regular hotel/hospitality operations, all in accordance with the provisions of the Redevelopment Plan, the Concept Plan attached to the Redevelopment Agreement and the Redevelopment Agreement (collectively, the “**Project**”); provided that the Project shall not include any “residential” uses, including single family, multi-family, condominium, cooperative or other long-term living arrangements, and any hotel operations within the Project shall be for short-term or transient stays of thirty (30) days or less, and on such other terms as may be determined by the Township in accordance with applicable zoning laws and regulations; and

WHEREAS, any additional phases of development of the Redevelopment Area shall only be undertaken pursuant to a separate agreement between the Township and Redeveloper; and

WHEREAS, in order to effectuate the Redevelopment Plan, the Project and the development of the Project Site, the Township has determined to enter into a Redevelopment Agreement with the Redeveloper (in the form on file in the office of the Township Clerk and available for public inspection, the “**Redevelopment Agreement**”), which Redevelopment Agreement designates Redeveloper as the “redeveloper” of the Project Site in accordance with the Redevelopment Law, and which specifies the respective rights and responsibilities of the Township and Redeveloper with respect to the Project.

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

Section 1. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. The Redeveloper is hereby designated as the Redeveloper of the Redevelopment Area.

Section 3. The Mayor of the Township is hereby authorized and directed to execute the Redevelopment Agreement, in the form set forth on file in the office of the Township Clerk and available for public inspection, with such respective changes, omissions or amendments as the Mayor deems appropriate in consultation with the Township's general counsel, redevelopment counsel, redevelopment planner and other Township professionals. The Clerk of the Township is hereby authorized and directed to attest to the Mayor's signature and affix the seal of the Township to the Redevelopment Agreement. Upon execution and attestation of same, the Mayor is hereby authorized to deliver the Redevelopment Agreement to the other party thereto.

Section 4. The Mayor of the Township is hereby authorized and directed to take any action and to execute any document, certificate, agreement or instrument necessary to effectuate the transaction contemplated by this resolution.

Section 5. This resolution shall take effect immediately.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 28, 2026 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
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

TOWNSHIP OF VERNON

AND

RACHEL ASSOCIATES LLC

FOR

THE LEGENDS RESORT

IN THE

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

DATED AS OF [●], 2026

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This **REDEVELOPMENT AGREEMENT** (the “**Redevelopment Agreement**”) is made as of the [●] day of [●], 2026 (the “**Effective Date**”), by and between the **TOWNSHIP OF VERNON** with offices located at Municipal Building, 21 Church Street, Vernon, New Jersey 07462 (the “**Township**”), acting in the capacity of a redevelopment entity pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* as amended and supplemented (the “**Redevelopment Law**”), and **RACHEL ASSOCIATES LLC**, with offices located at 410 McAfee – Glenwood Road, Vernon, New Jersey 07642 (the “**Redeveloper**”; each of the Township and the Redeveloper hereinafter a “**Party**”, and collectively, the “**Parties**”).

SECTION 1. RECITALS

WHEREAS, the Township is a political subdivision of the State of New Jersey (the “**State**”), located in the County of Sussex; and

WHEREAS, the Redevelopment Law authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment; and

WHEREAS, on July 18, 2005, the Township Council of the Township (the “**Township Council**”) adopted Resolution #R05-125, authorizing and directing the Township Land Use Board (the “**Land Use Board**”) to undertake a preliminary investigation of the various property within the McAfee Village commercial resort area, including the properties then-identified as Block 231.01, Lot 1 on the official Tax Maps of the Township, and commonly known as the Legends Resort (the “**Study Area**”), and to recommend to the Township Council whether the Township Council should designate all or a portion of the Study Area as an “area in need of redevelopment” in accordance with the Redevelopment Law; and

WHEREAS, on May 31, 2006, the Land Use Board conducted such investigation, held a public hearing and determined that the Study Area met one or more criteria set forth in the Redevelopment Law to designate the Study Area as an area in need of redevelopment; and

WHEREAS, on June 12, 2006, the Township Council adopted a resolution designating the Study Area (the “**Redevelopment Area**”) as an area in need of redevelopment according to the criteria set forth in the Redevelopment Law; and

WHEREAS, on May 8, 2008, the Township Council adopted Ordinance No. 08-03 codifying the redevelopment plan for the Redevelopment Area, entitled, "McAfee Village Commercial Resort Redevelopment Plan," as amended on April 20, 2026, and as the same may be further amended and supplemented from time to time (the "**Redevelopment Plan**"); and

WHEREAS, the Township has determined to act as the "redevelopment entity" for the Redevelopment Area; and

WHEREAS, the Redeveloper is the owner of the Redevelopment Area, further identified by the block and lot listing attached hereto as **Exhibit A** (the "**Project Site**"); and

WHEREAS, the Redeveloper is a limited liability company, with resources and a team of experts in planning, redevelopment, law, engineering, environmental issues, architecture, design, finance and real estate development necessary to effectuate the redevelopment of the Project Site in accordance with this Redevelopment Agreement, the Redevelopment Plan and all other Applicable Laws (as defined herein); and

WHEREAS, the Redeveloper proposes to develop the Project Site in multiple phases, with the first phase consisting of renovations and improvements to (i) the Movie Studio Space (as defined herein) required for the use and occupancy of the Movie Studio Space as a media studio and production facility encompassing the development, production, and distribution of media projects including film, television, radio, advertising, internet and social media content, as well as accessory uses, including stages, sets, wardrobe, spa/fitness, hair salon, make-up, kitchen, cafeteria and dining room, including but not limited to: the installation, repair and restoration of fire safety, plumbing and heating, ventilation and air conditioning (“**HVAC**”) improvements, including but

not limited to pipes, plumbing, sprinklers, fire alarm control panels, water control panels, HVAC control panels, air duct systems, in order to bring the Movie Studio Space into compliance with the construction code of the Township, infrastructure improvements related to parking, ingress, egress and other appropriate amenities and related project improvements, and (ii) renovations and improvements to use the West Wing (as defined herein) as a not-to-exceed 350 room, midscale hotel for the use by the Movie Studio Space tenant, its employees, invitees, licensees, guests, and/or visitors, as well as for regular hotel/hospitality operations, all in accordance with the provisions of the Redevelopment Plan, the Concept Plan (as defined herein) and this Redevelopment Agreement (collectively, the “**Project**”); provided that the Project shall not include any “residential” uses, including single family, multi-family, condominium, cooperative or other long-term living arrangements, and any hotel operations within the Project shall be for short-term or transient stays of thirty (30) days or less, and on such other terms as may be determined by the Township in accordance with applicable zoning laws and regulations; and

WHEREAS, any additional phases of development of the Redevelopment Area shall only be undertaken pursuant to a separate agreement between the Township and Redeveloper; and

WHEREAS, in order to effectuate the Redevelopment Plan, the Project and the development of the Project Site, the Township has determined to enter into this Redevelopment Agreement with the Redeveloper, which Redevelopment Agreement designates Redeveloper as the “redeveloper” of the Project Site in accordance with the Redevelopment Law, and which specifies the respective rights and responsibilities of the Parties with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant and agree as follows:

SECTION 2. DEFINITIONS

2.1 Definitions. When used in this Redevelopment Agreement the following words, phrases or terms shall have the following meanings:

Abandonment shall mean the act of relinquishing all right, title and interest in and to the Project without vesting such right, title and interest in any other person pursuant to the terms of this Redevelopment Agreement or a suspension of construction after obtaining a building permit or Commencement of Construction without the prior knowledge and consent of the Township for more than one hundred eighty (180) days (unless such suspension arises out of an event of Force Majeure).

Affiliate shall mean with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

Annual Audited Statement shall mean a complete financial statement outlining the financial status of the Project, prepared annually by the Redeveloper’s certified public accountant. The contents of each Annual Audited Statement shall be prepared in conformity with Generally Accepted Accounting Principles.

Applicable Law shall mean all federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Redevelopment

Law, the MLUL, the Local Land and Buildings Law, *N.J.S.A. 40A:12-1 et seq.*, relevant construction codes including construction codes governing access for people with disabilities, and such other applicable zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable Environmental Laws and applicable federal and state labor standards.

Approvals shall mean all final and unappealable governmental and quasi-governmental approvals, permits, licenses, agreements and capacity reservations from any and all governmental and quasi-governmental authorities having jurisdiction over the Project Site and/or the Project, and/or utility company serving the Project Site that are required as a condition to the Commencement of Construction of the Project, and as may be required to allow the Project to be fully constructed and made fully operational, including, but not limited to, local and county planning approvals, DEP permits and approvals, construction permits, “will-serve” letters from utility providers, Sussex County Utilities Authority and/or Vernon Township Municipal Utilities Authority approvals, and other various federal, State and local approvals; excluding, however, approvals, permits and the like (i.e. building permits and certificates of occupancy) normally obtained in the ordinary course of construction.

Bond shall have the meaning set forth in Section 4.3.

Certificate of Completion shall have the meaning set forth in Section 4.6.

Certificate of No Default shall have the meaning set forth in Section 12.6.

Commencement of Construction shall mean the date upon which construction force and machinery are mobilized for the construction of the Project in accordance with the Approvals, but shall not include demolition.

Concept Plan shall mean concept plans for the Redevelopment of the Project Site, attached hereto as **Exhibit B**, as the same may be amended from time to time.

Contamination shall mean the presence of Hazardous Substances in, on, under, over, or emanating from any property in violation of applicable Environmental Laws.

Court shall mean the Superior Court of New Jersey Law Division, Sussex County.

Declaration shall have the meaning set forth in Section 17.12.

Default shall mean a Redeveloper Default or Redeveloper Payment Default, each as set forth in Section 12.1 or a Township Default set forth in Section 12.2.

Default Notice shall mean such notice to a defaulting party as defined in Section 12.3.

Delinquent Tax Liens shall mean any and all tax liens on the Project Site held by the Township, together with all interest and any charges due thereon in accordance with Applicable Law.

DEP shall mean the New Jersey Department of Environmental Protection.

Effective Date shall have the meaning set forth in the Preamble.

Environmental Laws shall mean any applicable federal, state, local, municipal or other statutes, laws, ordinances, rules, regulations or other legally enforceable requirement, whether presently existing or hereinafter enacted, promulgated or otherwise created for the protection of the environment or human health from Hazardous Substances, as the same may be amended or supplemented from time to time, including, without limitation, (a) the New Jersey Spill Compensation and Control Act, as amended, *N.J.S.A. 58:10-23.11, et seq.*; (b) the New Jersey Industrial Site Recovery Act, as amended, *N.J.S.A. 13:1K-6, et seq.*; (c) the New Jersey Leaking Underground Storage Tank Act, as amended, *N.J.S.A. 58:10-21, et seq.*; (d) The New Jersey Site Remediation Reform Act, *N.J.S.A. 58:10C-1, et seq.*; (e) the Comprehensive Environmental Response, Compensation & Liability Act, as amended, 42 *U.S.C. Section 9601, et seq.*; (f) the Resource Conservation and Recovery Act, as amended, 42 *U.S.C. Section 6901, et seq.*; (g) the

Hazardous Material Transportation Act, as amended, 49 *U.S.C.* Section 180, *et seq.*; or (h) the Occupational Safety and Health Act, as amended, 29 *U.S.C.* Section 651, *et seq.*

Escrow Agreement shall have the meaning set forth in Section 10.2

Event of Default shall have the meaning set forth in Section 12.3.

Forbearance Agreement shall have the meaning set forth in Section 4.8.

Force Majeure shall have the meaning set forth in Section 17.1.

Foreclosure shall have the meaning set forth in Section 13.6.

Hazardous Substances shall mean any and all elements, compounds, substances, materials, or wastes, whether solid, liquid or gaseous, which are either defined or referred to as hazardous or toxic or as pollution or a pollutant or contaminant under Environmental Laws.

Holder shall have the meaning set forth in Section 13.1.

HVAC shall have the meaning set forth in the Recitals.

Infrastructure Improvements shall have the meaning set forth in Section 4.3.

Institutional Financing shall mean any loans from banks, insurance companies, pension funds or other institutional lenders obtained by Redeveloper to fund Project costs.

Land Use Board shall have the meaning set forth in the Recitals.

Lease Agreement shall have the meaning set forth in Section 4.8.

Loan Purchase and Sale Agreement shall have the meaning set forth in Section 4.8.

MLUL shall mean the Municipal Land Use Law, codified at *N.J.S.A.* 40:55D-1 *et seq.*

Movie Studio Space shall mean the blocks and lots within the Project Site identified on **Exhibit E** attached hereto and the spaces within the building located thereon.

Parties shall mean both the Township and Redeveloper together and shall not refer to any other person or entity. Any one of the Parties may be referred to as a “**Party**”.

Permitted Transfers shall have the meaning set forth in Section 9.1(c).

Person shall mean an individual, corporation, limited liability company or other legal entity legally empowered to hold and convey title to real property in its own name under the laws of the State.

Project shall have the meaning set forth in the Recitals and more specifically as set forth in Section 4.1 and as shown on the Concept Plan.

Project Documents shall have the meaning set forth in Section 12.7.

Project Improvements shall mean those buildings, Infrastructure Improvements, amenities or utilities necessitated or required by the implementation of the Project, including those required by the Land Use Board (provided same are permitted under Applicable Law), which are located inside or outside of the Project Site, including but not limited to all facilities, amenities, on and off-street parking, landscaping, fencing, enhancements or improvements required to be made to roadways to permit or control the flow of traffic, electric power transmission lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, telephone transmission lines, television cable lines and other utilities.

Project Site shall have the meaning set forth in the Recitals.

Redeveloper shall have the meaning set forth in the Preamble, together with any permitted successors and assigns.

Redevelopment shall mean the design and construction of the Project.

Redevelopment Agreement shall have the meaning set forth in the Preamble.

Redevelopment Area shall have the meaning set forth in the Recitals.

Redevelopment Law shall have the meaning set forth in the Preamble.

Redevelopment Plan shall have the meaning set forth in the Recitals.

Redeveloper Default shall have the meaning set forth in Section 12.1.

Redeveloper Payment Default shall have the meaning set forth in Section 12.1.

Remediation when used in this Redevelopment Agreement shall mean all necessary actions to investigate and cleanup or respond to any known, suspected, or threatened discharge, including, as necessary, the preliminary assessment, site investigation, remedial investigation and remedial action.

State shall have the meaning set forth in the Recitals.

Study Area shall have the meaning set forth in the Recitals.

Substantial Portion shall have the meaning set forth in Section 17.7.

Third Party means a Person or entity, including but not limited to a governmental entity, other than (a) the Township; (b) any agent, employee, agency, board, elected official or representative of the Township; (c) Redeveloper; (d) any member, shareholder, partner, officer, representative, employee or agent of Redeveloper; or (e) any entity owned or controlled by, under common control with, or that owns or controls, Redeveloper or any member, shareholder or partner of Redeveloper.

Third Party Agreements shall have the meaning set forth in Section 4.8.

Township shall have the meaning set forth in the Preamble.

Township Council shall have the meaning set forth in the Recitals.

Township Default shall have the meaning set forth in Section 12.2.

Township Indemnified Parties shall mean the Township, its Mayor, Township Councilmembers, officers, agents, employees, contractors, boards, departments, officials, professionals and consultants.

Transfer shall have the meaning set forth in Section 9.1(b).

West Wing shall mean that portion of the existing building located on the Project Site and identified in **Exhibit G** attached hereto.

2.2 Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires: (a) the terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term “hereafter” means after, and the term “heretofore” means before the Effective Date; (b) words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa; (c) all references to Recitals, Articles, or Sections shall, unless otherwise indicated, mean the Recitals, Articles or Sections hereto; (d) any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, any table of contents or marginal notes appended to copies hereof, and the Recitals hereto shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect; (e) unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person hereunder shall be in writing and shall not be unreasonably withheld, conditioned, or delayed; (f) all notices to be given hereunder and responses thereto shall also be in writing and shall be given, unless a certain number of days is specified, within a reasonable time; (g) unless otherwise indicated, any “fees and expenses” shall be required to be customary and reasonable; and (h) “knowledge” shall mean actual knowledge of an officer of the applicable Party after due investigation and inquiry.

SECTION 3. OVERVIEW

3.1 Purpose and Background. The purpose of this Redevelopment Agreement is to set forth the respective rights, obligations, conditions and agreements of the Township and Redeveloper in connection with the Redevelopment of the Project Site. Redeveloper shall be the “redeveloper” of the Project Site for the purpose of undertaking the Project.

SECTION 4. THE PROJECT

4.1 Project. (a) The “**Project**” shall consist of renovations and improvements to the Movie Studio Space required for the use and occupancy of the Movie Studio Space as a media studio and production facility encompassing the development, production, and distribution of media projects including film, television, radio, advertising, internet and social media content, as well as accessory uses, including stages, sets, wardrobe, spa/fitness, hair salon, make-up, kitchen, cafeteria and dining room, including but not limited to: the installation, repair and restoration of fire safety, plumbing and HVAC improvements, including but not limited to pipes, plumbing, sprinklers, fire alarm control panels, water control panels, HVAC control panels, air duct systems, in order to bring the Movie Studio Space into compliance with the construction code of the Township, infrastructure improvements related to parking, ingress, egress and other appropriate amenities and related project improvements, and (ii) renovations and improvements to use the West Wing as a not-to-exceed 350 room, midscale hotel for the use by the Movie Studio Space tenant, its employees, invitees, licensees, guests, and/or visitors, as well as for regular hotel/hospitality operations, all in accordance with the provisions of the Redevelopment Plan, the Concept Plan and this Redevelopment Agreement. Notwithstanding anything contained herein or in the Redevelopment Plan to the contrary, the Project shall not include any “residential” uses, including single family, multi-family, condominium, cooperative or other long-term living arrangements, and any hotel operations within the Project shall be for short-term or transient stays of thirty (30) days or less, and on such other terms as may be determined by the Township in accordance with applicable zoning laws and regulations.

(b) The Redeveloper agrees to undertake the Project. The Redeveloper further agrees that, notwithstanding the Redevelopment Law, it is its sole responsibility to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of

existing utilities and easements, if any, in order to complete the Project as provided by this Redevelopment Agreement. Redeveloper shall exercise reasonable efforts to ensure the effective coordination between onsite and offsite Project Improvements, if any, and shall cooperate with the Township to ensure that the implementation of the Project does not interfere with the operation of existing utilities. Redeveloper agrees to provide or cause to be provided all performance and maintenance bonds as required by Applicable Law, if any, as further described at Section 4.3 below.

4.2 Designation of Redeveloper. Redeveloper has been designated as Redeveloper for the Project and Redeveloper shall have the exclusive right to redevelop, implement and operate or cause to be operated the Project on the Project Site in accordance with the terms and conditions of this Redevelopment Agreement.

4.3 Wastewater Treatment System. Redeveloper agrees to comply with any requirements of, and to obtain any governmental approvals required by the New Jersey Department of Environmental Protection, the Sussex County Utilities Authority and the Vernon Township Municipal Utilities Authority in connection with any and all wastewater treatment systems and operations for the Project. Redeveloper further agrees to comply with any applicable Township ordinances regarding connection to the Township's wastewater treatment system, including payment of any required connection fees. Redeveloper acknowledges that the Township has, prior to the Effective Date, made application to the New Jersey Department of Environmental Protection to include the Project Site in the Township's Sewer Service Area

4.4 Commencement of Project. The Parties acknowledge that Redeveloper has Commenced Construction of the Project prior to the Effective Date and at its sole risk that the Parties do not execute this Redevelopment Agreement. As of the Effective Date, Redeveloper agrees to diligently and continuously prosecute construction of the Project to completion by June

1, 2027, subject to the terms of this Redevelopment Agreement and subject only to relief resulting from events of Force Majeure. If Redeveloper fails to meet the completion date set forth herein, Redeveloper shall promptly provide notice to the Township stating: (a) the reason for the failure to complete the applicable task, (b) Redeveloper's schedule for completing such task and (c) the method or methods by which Redeveloper proposes to achieve subsequent tasks by the relevant extended completion date; provided that such extended completion date shall be commercially reasonable for the subsequent tasks remaining, in the Township's reasonable judgment; and provided further that no penalties or damages shall accrue against Redeveloper for any delay so long as Redeveloper is diligently pursuing completion.

4.5 Certificate of Completion. (a) The completion of the Project Improvements shall be evidenced by a certificate issued by the Township (the "**Certificate of Completion**") stating that: (a) all the Project Improvements have been completed in accordance with the approved minor site plan, and (b) a Certificate of Occupancy, if required, has been issued for the Project Improvements. Notwithstanding anything contained herein to the contrary, the Public Improvements shall not be deemed complete, and the Township shall not issue a Certificate of Completion unless Redeveloper is then current on all payments due to the Township hereunder, including conventional real estate taxes and payment of all of the Delinquent Tax Liens pursuant to the terms hereof. If the Township determines that Redeveloper is not entitled to a Certificate of Completion, which discretion shall be limited to the requirements provided herein, and without limiting Redeveloper's rights under the MLUL, Redevelopment Law, and Applicable Law, the Township shall, within ten (10) days of receipt of Redeveloper's certification, provide Redeveloper with a written statement, specifying in reasonable detail the reasons the Township refused or failed to furnish a Certificate of Completion, and describing the measures or acts reasonably necessary, in the reasonable opinion of the Township, that the Redeveloper must take

or perform in order to obtain such Certificate of Completion. Upon Redeveloper's completion of the actions deemed reasonably necessary by the Township, it shall forthwith issue the Certificate of Completion.

(b) The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants in this Redevelopment Agreement and in the Redevelopment Plan with respect to Redeveloper's obligation to construct the Project Improvements within the dates for the commencement and completion of same. Upon issuance of the Certificate of Completion, the conditions determined to exist at the time the Project Site was determined to be an area in need of redevelopment shall be deemed to no longer exist, and the Declaration shall be released.

4.6 Certificate(s) of Occupancy. The Township, in accordance with its ordinances and regulations then in effect, upon application by Redeveloper, shall issue certificates of occupancy from time to time, as applicable, for the Project or portions thereof, as will be necessary to enable Redeveloper to lease same to the Movie Studio Space tenant.

4.7 Approval of Project Concept; Pre-Approval of Site Plan; Executed Third Party Agreements. (a) The Township Council hereby approves of the Concept Plan. Any material modifications to the Concept Plan will require approval of the Township Council and Redeveloper.

(b) Redeveloper shall not occupy, nor permit any tenant to occupy, the Project Site, inclusive of the Movie Studio Space and the West Wing, until it has received minor site plan approval from the Land Use Board in accordance with Applicable Law.

(c) Redeveloper shall not occupy, nor permit any tenant to occupy, the Project Site, inclusive of the Movie Studio Space and the West Wing, until it has provided the Township with fully executed copies of (i) the applicable lease agreement(s) (each, a "**Lease Agreement**"), for (y) use of the Movie Studio Space as a media and production studio for the development,

production, and distribution of film, television, radio, advertising, internet, social media content, and/or other type of media projects and/or (z) use of the West Wing for hotel operations for the use by the Movie Studio Space tenant, its employees, invitees, licensees, guests, and/or visitors, as well as for regular hotel/hospitality operations; (ii) the Loan Purchase and Sale Agreement dated as of December 26, 2025 (the “**Loan Purchase and Sale Agreement**”), by and between Hillel Meyers and Judith Meyers and GG AK Investment LLC; and (iii) a forbearance or other similar agreement by and between Pro Capital Fund I LLC or its affiliates (collectively, “**Pro Cap**”), and Redeveloper, addressing the satisfaction of all outstanding tax liens on the Redevelopment Area held by Pro Cap (the “**Forbearance Agreement**” and, together with the Lease Agreement and Loan Purchase and Sale Agreement, the “**Third Party Agreements**”). Redeveloper shall not consent or agree to, or permit any material amendment to any Third Party Agreement that would materially and adversely affect the Redeveloper’s obligation to make payments to the Township due hereunder without the prior written consent of the Township, which consent shall not be unreasonably withheld, conditioned, or delayed. Redeveloper shall further notify the Township within thirty (30) days following failure by Redeveloper to make timely payment of any amount due under such Third Party Agreements or default thereunder.

SECTION 5. NO RELIANCE ON OTHER INVESTIGATIONS

5.1 No Reliance on Other Investigations. Redeveloper agrees, acknowledges and represents that, subject to the terms hereof, Redeveloper is entering into this Redevelopment Agreement and shall perform all of its obligations hereunder and consummate the transaction contemplated by this Redevelopment Agreement solely in reliance on and as a result of Redeveloper’s own investigations and efforts and at Redeveloper’s sole risk, understanding that any such investigations, examinations and inspections may not reveal any or all adverse or existing conditions, aspects or attributes of any such property.

SECTION 6. ENVIRONMENTAL

6.1 Environmental Obligations and Indemnification. The Parties hereby expressly acknowledge that the Township has made no representation as to the environmental condition of any part of the Project Site. The Parties further expressly acknowledge and agree that to the extent any portion of the Project Site requires Remediation, or the Project Site or actions/inactions of the Redeveloper and its responsible parties causes any other property to require Remediation, the Township shall have no responsibility therefor, unless such Contamination causing such Remediation is directly caused by the actions of the Township. The Parties expressly agree and acknowledge that it shall be the sole responsibility of the Redeveloper to undertake and pay the cost of any and all Remediation, compliance, environmental testing, and/or other analyses for the Project Site, and that the Township has no obligation or liability whatsoever with respect to the environmental condition of the Project Site, or any other parcels which may claim Contamination arising from the Project Site or the Project Site, unless such Contamination was directly caused by the actions of the Township, in which case any necessitated Remediation shall be the responsibility of the Township. Redeveloper shall defend, protect, indemnify and hold harmless the Township and its agents from any claims which may be sustained as a result of any environmental conditions on, in, under or migrating from the Project Site, including, without limitation, claims against the Township and its agents by any Third Party.

SECTION 7. PROJECT OVERSIGHT

7.1 Access to Project Site. Upon not less than five (5) business days' advance written notice (electronic mail permitted) (except for Township construction code officials, fire officials, public safety personnel and the like performing their duties in the ordinary course or in response to an emergency, who shall not be obligated to provide advance written notice) the Township and its authorized representatives shall have the right to enter the Project Site during normal business

hours to inspect the site and any and all work in progress for the purpose of furthering its interest in this Redevelopment Agreement. Such entrance shall be for informational purposes and shall not relieve Redeveloper of its obligation to implement the Project in accordance with this Redevelopment Agreement. In no event shall the Township's inspection of the Project be deemed acceptance of the work or be deemed to waive any right the Township has under this Redevelopment Agreement. Any such entry shall be subject to reasonable restrictions by Redeveloper typical of an active construction site and any persons present at the Project Site shall comply with all applicable health and safety rules established by the Redeveloper or the general contractor for personnel present on the Project Site. Such measures may include a need to be accompanied by Project personnel when visiting the Project Site. The Township shall indemnify and hold harmless Redeveloper from any claims, damages, or liability arising from the Township's or its representatives' grossly negligent acts or willful omissions during any such site visit; provided that the Township's aggregate liability under this Section 7.1 shall not include consequential, punitive, or speculative damages, and shall be limited to direct, actual damages.

SECTION 8. REPRESENTATIONS AND WARRANTIES

8.1 The Redeveloper. Redeveloper represents and warrants to the best of its knowledge and belief as follows:

- (a) it is a limited liability company duly created under the laws of the State and is duly organized and existing in good standing;
- (b) it has full power and authority to enter into this Redevelopment Agreement, to consummate the transactions contemplated herein and to perform all of its obligations hereunder;
- (c) the execution, delivery and performance by Redeveloper of this Redevelopment Agreement has been duly authorized and the person executing this Redevelopment Agreement on

its behalf is authorized to do so and that this Redevelopment Agreement constitutes a valid and legally binding obligation of Redeveloper, enforceable in accordance with its terms;

(d) it is financially capable to undertake and fulfill the obligations of Redeveloper hereunder;

(e) Redeveloper has the necessary expertise, qualifications, staff and resources to undertake and fulfill the obligations hereunder;

(f) there is no action, proceeding or investigation now pending or threatened, nor any basis therefore, known or believed to exist which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by them pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition or which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement;

(g) the execution, delivery, or performance of this Redevelopment Agreement will not constitute a violation of any of Redeveloper's organizational documents, or of any mortgage, including the Loan Purchase and Sale Agreement, indenture, instrument, judgment or other agreement to which it is a party or by which it is bound;

(h) that, as of the Effective Date, Redeveloper is majority owned and controlled by its members GG AK Investment LLC and LW Great Gorge, LLC, as more particularly described in that certain organizational chart attached hereto as **Exhibit C** and hereby made a part hereof. Redeveloper shall, at such times as the Township may request, furnish the Township with a complete statement subscribed and sworn to by the managing member of Redeveloper, setting forth all of the ownership interests of Redeveloper, or other owners of equity interests of Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in Redeveloper, their names and the extent of such interest;

(i) no receiver, liquidator, custodian or trustee of Redeveloper has been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to Redeveloper has been filed as of the Effective Date;

(j) no adjudication of bankruptcy of Redeveloper or a filing for voluntary bankruptcy by Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to Redeveloper has been filed;

(k) no indictment has been returned against any official of Redeveloper;

(l) all information and statements included in any information submitted by Redeveloper to the Township and its agents are true and correct in all material respects. Redeveloper acknowledges that the facts and representations contained in the information submitted by Redeveloper are a material factor in the decision of the Township to enter into this Agreement;

(m) Redeveloper has received no notice as of the date hereof asserting any noncompliance in any material respect by Redeveloper with applicable statutes, rules and regulations of the United States, the State or of any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, which would have a material adverse effect on Redeveloper's ability to perform its obligations in connection with this Agreement;

(n) Redeveloper is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby;

(o) neither Redeveloper, nor any Person holding a controlling interest (i) has been convicted in a criminal proceeding or is a named subject in a pending criminal proceeding

(excluding traffic violations or other minor offences), or (ii) to the best of Redeveloper's knowledge and belief is a target of or a person of interest in a criminal investigation;

(p) Redeveloper is fully experienced, financially and technically capable and properly qualified to undertake the responsibilities and perform the work provided for in or contemplated under this Agreement (or will seek partners with such experience and ability) and it is properly equipped, organized and financed to undertake all such responsibilities hereunder (or will seek partners that are so equipped, organized or financed);

(q) Redeveloper is the fee owner of the Project Site.

8.2 The Township. The Township represents and warrants as follows:

(a) the designation of the Redevelopment Area, the adoption of the Redevelopment Plan and the designation of Redeveloper were done (and any amendment thereto will be done) in conformance with the Redevelopment Law, the adoption of the Redevelopment Plan was duly authorized in accordance with Redevelopment Law and the Township Council is duly and properly acting as the redevelopment entity for the Township pursuant to the Redevelopment Law;

(b) it is executing this Redevelopment Agreement in its capacity as a political subdivision of the State, as the designated redevelopment entity; the execution, delivery and performance by the Township of this Redevelopment Agreement has been duly authorized and the person executing this Redevelopment Agreement on its behalf is authorized to do so; and this Redevelopment Agreement constitutes a valid and legally binding obligation of the Township, enforceable in accordance with its terms;

(c) there is no action, proceeding or investigation now pending or threatened, nor any basis therefore, known or believed to exist, which (i) questions the validity of this Redevelopment Agreement or any action or act taken or to be taken by them pursuant to this Redevelopment Agreement; or (ii) is likely to result in a material adverse change in its agency, property, assets,

liabilities or condition or which will materially and substantially impair its ability to perform pursuant to the terms of this Redevelopment Agreement; and

(d) it has full power and authority to enter into this Redevelopment Agreement, to consummate the transactions contemplated herein and to perform all of its obligations hereunder.

SECTION 9. REDEVELOPER COVENANTS

9.1 Redeveloper Covenants. Redeveloper covenants and agrees that:

(a) Redeveloper shall not use the Project Site or any part thereof in a manner that is not in all material respects consistent with the Redevelopment Plan, the Approvals and this Redevelopment Agreement. Redeveloper will construct only those uses established in the Redevelopment Plan or as the Redevelopment Plan may be modified, in writing, by the Township from time to time in accordance with the Redevelopment Law.

(b) Redeveloper shall not, without the prior written consent of the Township which shall not be unreasonably withheld: (i) effect or permit any change, directly or indirectly, in the majority ownership of more than fifty percent (50%) or control of Redeveloper (whether in one transaction or by virtue of the combined effect of more than one transaction), provided, however, that the Township will not unreasonably withhold consent to a transfer of a majority or greater interest in Redeveloper (or in an Affiliate of Redeveloper) to a reputable financial institution for *bona fide* financing purposes, provided that the current members of Redeveloper remain in control of the entity, (ii) assign or attempt to assign this Redevelopment Agreement or any rights herein, (iii) make any total or partial sale, lease, transfer or conveyance of the whole or any part of its interest in the Project Site or the Project; or (iv) pledge, or transfer all or substantially all of its assets (collectively, a “**Transfer**”). If Redeveloper proposes a Transfer, as set forth above, Redeveloper will promptly provide to the Township for its consideration relevant information concerning the proposed transferee, including, but not limited to, current audited financial

statements for the proposed transferee and any other documentation reasonably requested by the Township pertaining to the transferee's identity, principals, qualifications, reputation and financial condition. If a Transfer is approved by the Township, the transferee, by written document acceptable in form and substance to the Township, for itself and its successors and assigns, and for the benefit of the Township, shall expressly assume all of the obligations of Redeveloper under this Redevelopment Agreement applicable to the property interest conveyed with such sale, assignment or transfer and shall agree to be subject to all the conditions and restrictions to which Redeveloper is subject hereunder, including the restrictions regarding the right to subsequent transfers. All relevant instruments and other legal documents proposed to effect any such transfer shall be submitted to the Township, and if the transferee is approved by the Township, such approval shall be indicated to Redeveloper in writing.

(c) Redeveloper, without violating the provisions of Section 9.1(b), may, subject to the requirements of *N.J.S.A. 40A:12A-9(a)* effect the following Transfers, to which the Township hereby consents upon receipt of notice thereof, without the necessity of further action or consent by the Township (the "**Permitted Transfers**"): (i) mortgages to secure Institutional Financing for financing or refinancing the Delinquent Tax Liens; (ii) mortgages to secure Institutional Financing for financing or refinancing acquisition of the Project Site and/or the construction of the Project; (iii) environmental covenants and restrictions imposed by DEP as a condition of any permit or Approval; (iv) any direct or indirect transfer of any interest in Redeveloper to a Person not presently holding an interest in Redeveloper, provided that the transfer is for less than fifty percent (50%) of the ownership interest of Redeveloper and otherwise does not change the control of Redeveloper; (v) granting of easements, deed restrictions and licenses required for utilities or in connection with development approvals; (vi) any contract or agreement which effectuates any of the foregoing exceptions; (vii) a transfer by a minority member of such minority member's

membership interest in the Redeveloper to the majority member or an entity controlled by the majority member; and (viii) the Lease Agreement and other leases with end users of the Project. With respect to any of the Permitted Transfers listed in this Section 9.1(c), Redeveloper shall provide to Township written notice within thirty (30) days of such Permitted Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee parties, individuals and/or entities involved.

(d) Redeveloper shall design, implement, complete and operate the Project in compliance with this Redevelopment Agreement and all other Applicable Laws, ordinances, Approvals, rules, regulations and requirements applicable hereto including, but not limited to, such zoning, sanitary, pollution, health, environmental and safety ordinances, laws and such rules and regulations thereunder as shall be binding upon Redeveloper under all Applicable Laws. Without limiting the foregoing, Redeveloper shall comply at its own expense with all stormwater regulations, including but not limited to, those pertaining to detention, recharge and water quality.

(e) Redeveloper shall not unlawfully discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, sex, affectional or sexual orientation in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall Redeveloper itself, or any person claiming under or through Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees, or vendees on the Project Site.

(f) Redeveloper shall not use the Project Site, or any part thereof, as security or collateral for an unrelated transaction.

9.2 Compliance with Redevelopment Plan. Redeveloper shall take all necessary steps so that the development of the Project Site and the construction, use, operation, and maintenance

of the Project thereon shall be in accordance with the provisions of this Redevelopment Agreement and the Redevelopment Plan.

9.3 Project Completion. Redeveloper agrees to diligently undertake and implement the Project throughout the term of this Redevelopment Agreement and shall complete the Project within the time frames set forth herein.

9.4 Execution of Documents. Redeveloper shall, in order to effectuate the purposes of this Redevelopment Agreement, make, execute, acknowledge and deliver any commercially reasonable contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for the acquisition, construction and development of the Project in accordance with the terms of this Redevelopment Agreement and all necessary Approvals.

9.5 Fees. Redeveloper shall be subject to normal and customary application fees for Township approvals and review processes for any required Approvals for the Project, as well as normal and customary building and construction permit fees, in each case as set forth in the Township's then-current and lawfully adopted fee schedule. In no event shall Redeveloper be required to pay any special, extraordinary, or Project-specific fees, charges, or assessments unless expressly agreed to in writing by Redeveloper.

9.6 Construction Assurances. Redeveloper shall, upon Commencement of Construction, proceed diligently to complete construction.

SECTION 10. REDEVELOPER'S FINANCIAL OBLIGATIONS

10.1 Redeveloper's Equity. Redeveloper represents that it possesses the requisite equity financing in order to finance the Project and that Redeveloper's obligation to Commence Construction of the Project is not contingent upon the Redeveloper obtaining any additional financing necessary to undertake the Project.

10.2 Payment to Township. (a) Pursuant to the Escrow Agreement dated March 25, 2026 (the “**Escrow Agreement**”), the Redeveloper has previously made payment to the Township in the amount of Fifty Thousand Dollars (\$50,000.00). Such payment shall, as of the Effective Date, be held by the Township hereunder in a segregated non-interest-bearing account that meets the requirements of the Local Fiscal Affairs Law, *N.J.S.A. 40A:5-1 et seq.*, and the Escrow Agreement is hereby terminated. The Township shall use such funds to pay for: (a) all reasonable and documented out of pocket costs it has incurred or will incur in connection with the Project, including, but not limited to, the professional, legal, technical and other consultant fees incurred in connection with the designation of the Redevelopment Area as an area in need of redevelopment, the adoption of the Redevelopment Plan, the review, preparation, negotiation, implementation and enforcement of this Redevelopment Agreement, and the implementation and oversight of the Project; and (b) any other such costs as are reasonable and necessary for the Project and approved in advance by Redeveloper, such approval not to be unreasonably withheld. If at any time the balance of the funds deposited with the Township falls below Five Thousand Dollars (\$5,000.00) or is insufficient to fund work to be performed, the Township shall provide the Redeveloper with a notice of the insufficient deposit balance together with reasonable documentation of the anticipated costs. The Redeveloper shall replenish the account with additional funds such that the amount on deposit therein is Twenty Thousand Dollars (\$20,000.00) and such deposit shall be made within fifteen (15) business days of the Township’s notice, failing which the Township may unilaterally cease work without liability to the Redeveloper.

(b) The Township shall, on a periodic basis of not less than once per month, prepare and send to the Redeveloper copies of bills, invoices, or vouchers for such professional, legal, technical or other consultants the Township has engaged, with reasonable supporting documentation. The Township shall, upon request of the Redeveloper not more than quarterly,

prepare and deliver statements which shall include an accounting of funds listing all deposits, disbursements, and the cumulative balance of the account. The Redeveloper may, within thirty (30) days of receipt of such invoices, dispute the propriety or reasonableness of any such charge to be paid out of the deposit account. In the event of a dispute, the Parties shall act in good faith to determine a mutually beneficial solution, and any disputed amounts shall not be payable pending resolution of such dispute.

10.3 Payment of Delinquent Tax Liens. The Redeveloper acknowledges that as of the Effective Date, the Township holds the Delinquent Tax Liens and that, until such Delinquent Tax Liens are redeemed in full, such Delinquent Tax Liens will continue to accrue principal and bear interest in accordance with Applicable Law. The Redeveloper shall be required to pay any and all fees due in connection with any Approval, statute rule or ordinance (such as fees for building permits or Certificates of Occupancy), all current property taxes, assessments, or similar payments when due. In addition, Redeveloper shall pay the Delinquent Tax Liens pursuant to that certain payment schedule attached hereto as **Exhibit D** and hereby made a part hereof; provided that, if Redeveloper procures any Institutional Financing, construction financing, equity (including private equity or any similar infusion of funds) financing or any similar financing after the Effective Date, then Redeveloper shall use such financing proceeds first to redeem and pay the Delinquent Tax Liens in full, inclusive of all interest accrued to the date of redemption. The Redeveloper may direct the Township in writing to allocate each payment made to redeem any Delinquent Tax Lien to specific Delinquent Tax Liens as identified by tax lien number and/or block and lot, provided that any such allocation may only be made by Redeveloper in an amount necessary to fully satisfy the Delinquent Tax Lien amount owed on any such lot and redeem and release such Delinquent Tax Lien in full. In the event the Redeveloper does not provide the Township with such written direction simultaneous with any such payment, the Township shall

apply such payment to outstanding Delinquent Tax Liens in its reasonable discretion. The Parties agree to renegotiate the terms of the Delinquent Tax Lien payment schedule when Redeveloper proposes to enter into the first Lease Agreement. The Parties shall thereafter negotiate in good faith a new Delinquent Tax Lien payment schedule acceptable in the reasonable judgment of each Party. In the event the Parties cannot agree on the terms of a new Delinquent Tax Lien payment schedule, either Party may terminate this Agreement.

SECTION 11. INDEMNIFICATION

11.1 Indemnification. (a) Redeveloper agrees to indemnify and hold harmless and defend the Township and hold harmless the Township Indemnified Parties, and Redeveloper shall pay any and all liability, actual loss, costs, damages, claims, judgments or expenses, of any and all kinds or nature and however arising, imposed by law, including but not limited to, claims for personal injury, death and property damage, which the Township and/or the Township Indemnified Parties may sustain, be subject to or be caused to incur relating to, based upon or arising from (i) Redeveloper's activities in connection with the Project, or any portion thereof, (ii) contracts entered into by the Redeveloper which relate to such activities, including but not limited to any and all claims by workmen, employees and agents of the Redeveloper, its contractor and subcontractors and unrelated third parties, (iii) the maintenance and functioning of the Project Improvements, or any other activities of Redeveloper within the Project Site, (iv) the environmental condition of the Project Site including but not limited to any third party claim with respect to other properties alleging harm emanating from such environmental condition of the Project Site, (v) a material breach of this Redevelopment Agreement by Redeveloper, or (vi) any violation of Applicable Law by Redeveloper, unless any such loss, liability claim or suit arising from the grossly negligent or intentional wrongful acts of the Township, its employees, agents and contractors. Notwithstanding anything to the contrary herein, Redeveloper's aggregate liability

under this Section 11.1 shall not include consequential, punitive, or speculative damages, and shall be limited to direct, actual damages.

(b) Any cost for reasonable fees in situations where the Township engages its own attorneys, experts' testimony costs and all actual costs to defend the Township or any Township Indemnified Party, agents, servants, or employees shall be reimbursed to it by Redeveloper in connection with such defense and indemnification claim.

(c) In any situation in which the Township Indemnified Parties are entitled to receive and desire defense and/or indemnification by Redeveloper, the Township Indemnified Parties shall give prompt notice of such situation to Redeveloper. Failure to give prompt notice to Redeveloper shall not relieve Redeveloper of any liability to indemnify the Township Indemnified Parties. Upon receipt of such notice, Redeveloper shall resist and defend any action or proceeding on behalf of the Township Indemnified Parties, including the employment of counsel reasonably acceptable to the Township Indemnified Parties, the payment of all reasonable expenses and the right to negotiate and consent to settlement. The Township shall have the right to retain counsel of its choosing, the cost of which shall be borne by Redeveloper. All of the other Township Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof at their own expense. Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of Redeveloper or if there is a final judgment against Redeveloper or the Township Indemnified Parties in any such action, Redeveloper shall indemnify and hold harmless the Township Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. Further, Redeveloper shall have the right to settle any such action on behalf of itself and all Township Indemnified Parties, provided that such settlement (i) is solely a monetary payment, (ii) does not involve the entry of a judgment against Township or any Township Indemnified Parties and (iii) does not expose the

Township Indemnified Parties to any liability, contingent or otherwise. Redeveloper shall indemnify and hold harmless the Township Indemnified Parties from and against any loss or liability by reason of such settlement.

11.2 Survival of Indemnity. The provisions of Section 11.1 shall survive the termination of this Redevelopment Agreement.

SECTION 12. DEFAULT PROVISIONS

12.1 Redeveloper Default. Subject to the terms of this Redevelopment Agreement, the Township shall have the right to declare Redeveloper in default of this Redevelopment Agreement in the event of the occurrence of any of the following (any such non-payment defaults, a “Redeveloper Default” and any such payment defaults, a “Redeveloper Payment Default”):

(a) Redeveloper’s failure to substantially perform any of its obligations under the terms of this Redevelopment Agreement or any Third Party Agreement, including the failure to cure such default during any applicable cure periods, and subject to exercise of any dispute resolution process to finality in accordance with the terms of any Third Party Agreement; or

(b) A final and unappealable determination by a court of competent jurisdiction that Redeveloper is insolvent; or

(c) (i) Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of Redeveloper; (iii) Redeveloper (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed

against Redeveloper and shall not have been dismissed for a period of sixty (60) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of Redeveloper under the Bankruptcy Code; (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of sixty (60) consecutive days; or (ix) Redeveloper shall have abandoned the transaction of its usual business; or

(d) A notice to the Township by Redeveloper that it has determined not to proceed with the Project, unless Redeveloper has the right not to proceed, under the terms of this Redevelopment Agreement; or

(e) Abandonment of the Project by Redeveloper; or

(f) Failure by Redeveloper to comply with the Project Schedule, subject to delays caused by the Township's failure to timely perform its obligations under this Redevelopment Agreement and further subject to any delays caused by a Third Party(s) related to the Remediation of the Project Site, including but not limited to, delays caused by other party(s) obligated pursuant to Environmental Laws for Remediation of all or a part of the Project Site; or

(g) Redeveloper shall implement a Transfer in violation of this Redevelopment Agreement; or

(h) Failure by Redeveloper to comply in any material respect with its obligations, or material default by Redeveloper in any of its representations, warranties or covenants under this Redevelopment Agreement or any Third Party Agreement, including the failure to cure such default during any applicable cure periods, and subject to exercise of any dispute resolution process to finality in accordance with the terms of any Third Party Agreement; or

(i) Failure by Redeveloper to make any payments owed to the Township when due, including but not limited to any real estate taxes, Delinquent Tax Lien payments, or other assessments on the Project Site which failure continues uncured for a period of ten (10) days after written notice from the Township; or

(j) Failure by Redeveloper to make any material payments owed to the counterparty to each Third Party Agreement, respectively, subject to any notice requirements any applicable cure periods, and subject to exercise of any dispute resolution process to finality in accordance with the terms of any Third Party Agreement.

12.2 Township Default. Redeveloper shall have the right to declare the Township in default of this Redevelopment Agreement in the event of the failure by the Township to substantially perform any covenant, condition or obligation under this Redevelopment Agreement when performance is due, and if no time is specified then within a reasonable time (the “**Township Default**”).

12.3 Default Notice. Upon the occurrence of a Redeveloper Default or Township Default, the non-defaulting party shall notify the defaulting party in writing that it has declared that party in Default (the “**Default Notice**”). Absent such Default Notice, no declaration of Default shall be deemed binding against the defaulting party. The Default Notice shall state the basis for the determination that a Default has occurred, with reasonable specificity. Upon receipt of the Default Notice, the defaulting party shall have sixty (60) days to commence to cure said Default; provided that if said Default is not one that can be cured within sixty (60) days, and further provided that the defaulting party is diligently and continuously proceeding to remedy same, the defaulting party shall have an additional one hundred eighty (180) days to complete the cure. In the event of a Redeveloper Payment Default, written notice from the Township to the Redeveloper shall not be required, and Redeveloper shall have ten (10) days to cure such Redeveloper Payment

Default. In the event that the defaulting party does not cure a Default as set forth herein, the non-defaulting party shall have the right to exercise the remedies set forth below. Except for a Redeveloper Payment Default, the Parties may agree in writing, notwithstanding the provisions of this paragraph, to extend the period of time by which the defaulting party must respond to the Default Notice or the period of time in which the defaulting party must cure the Default. Any Default by either Party hereto that remains uncured following any Default Notice and applicable cure period shall be an “**Event of Default**”.

12.4 Default Rights and Remedies. Except as may otherwise be provided in this Redevelopment Agreement, upon the occurrence of an Event of Default by Redeveloper, the Township may terminate this Redevelopment Agreement and/or take whatever action, at law or in equity, it may deem desirable, including the seeking of actual damages (excluding consequential, punitive, or speculative damages), or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, proceedings to compel specific performance by the Redeveloper or breach of its obligations. In the event the Township terminates this Redevelopment Agreement following an Event of Default by Redeveloper, Redeveloper’s designation as the redeveloper of the Project Site shall immediately terminate, together with Redeveloper’s rights as Redeveloper, and Redeveloper and any tenant of Redeveloper shall vacate the Movie Studio Space and West Wing within ninety (90) days following such termination. Upon the occurrence of an Event of Default by the Township, the Redeveloper may seek any and all remedies available at law or in equity, including the seeking of actual damages (excluding consequential, punitive, or speculative damages) and specific performance.

12.5 Rights and Remedies Cumulative; No Waiver by Delay. The rights and remedies of the Parties whether provided by this Redevelopment Agreement or by law or in equity, shall be

cumulative, and except as otherwise specifically provided by this Redevelopment Agreement, the exercise by either Party of any one or more of such rights or remedies shall not preclude the exercise, at the same or at different times, of any other such rights or remedies for the same Default, or for the same failure in respect to any of the terms, covenants, conditions or provisions of this Redevelopment Agreement or any of its remedies for any other default or breach. No delay by either Party in asserting any rights or exercising any remedy shall operate as a waiver of such rights or remedy or otherwise deprive it of, or limit such rights and remedies in any way (it being the intent of this provision that such Party shall not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver by either Party with respect to any specific Default be considered or treated as a waiver of the rights of either Party with respect to any other defaults except to the extent specifically waived in writing.

12.6. Certificate of No Default. Either Party hereto shall deliver to the other, upon written request, a certificate signed by a duly authorized officer to the effect that the certifying Party is not aware of any condition, event or act which constitutes a violation of this Redevelopment Agreement or which would constitute a Default hereunder and no condition, event or act exists which, with notice or lapse of time, or both, would constitute such a violation, or Default, or if any such condition, event or act exists, specifying the same (“**Certificate of No Default**”).

12.7 Effect of Termination of Redeveloper. Upon termination, the designation of Redeveloper as redeveloper shall automatically cease, Redeveloper and any tenant of Redeveloper shall vacate the Movie Studio Space within ninety (90) days of termination, and neither Party shall have any further rights or obligations under this Redevelopment Agreement, except as expressly provided otherwise herein. In the event of a termination of Redeveloper as redeveloper for an

Event of Default by Redeveloper, Redeveloper shall promptly deliver to the Township, and assign to the Township, to the extent assignable or transferable in accordance with Applicable Law, all of its right, title and interest in and to any Approvals, plans, drawings, surveys, studies, tests, investigations, permits, approvals, and applications for permits, approvals or utility capacity including, but not limited to, electronic versions where applicable (the “**Project Documents**”) prepared by or for Redeveloper in connection with the Project and/or the Project Site, without representation or warranty. Project Documents shall not include documents that are proprietary to the Redeveloper.

12.8 Termination for Failure to Obtain Approvals. Notwithstanding anything herein to the contrary, Redeveloper shall have the right to terminate this Redevelopment Agreement at any time upon written notice to the Township in the event any Approval is denied or the obtaining of any one or more Approvals appears without reasonable likelihood for success, in Redeveloper’s good faith and reasonable judgment.

SECTION 13. FINANCING PROVISIONS

13.1 Rights of Institutional Mortgagee. Except to the extent that the Project Site is subject to the Loan Purchase and Sale Agreement and the Delinquent Tax Liens, Redeveloper shall not engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Project Site, whether by express agreement or operation of law, or suffer any encumbrance or lien (other than liens for governmental impositions) to be made or attach to the Project Site, except as may be reasonably required for the construction of the Project or the continued operation of the Project or portion thereof after the completion of construction, or the satisfaction of the Delinquent Tax Liens, provided, however, that upon procuring any such financing or other transaction, the proceeds of such financing or transaction must first be used by Redeveloper to pay the Delinquent Tax Liens inclusive of all interest accrued to the date of

redemption, until all such Delinquent Tax Liens are redeemed in full. Redeveloper shall notify the Township in writing no less than ten (10) days in advance of any such financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Project or any part thereof (the mortgagee thereunder or its affiliate, a “**Holder**”). The provisions of this Redevelopment Agreement shall not be deemed to grant to the Township the right to approve or review the terms of any such proposed financing.

13.2 No Termination for Mortgage Default. This Redevelopment Agreement, as an arrangement made by a governmental body or agency of the State pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the Project (except the Loan Purchase and Sale Agreement), as though such default or foreclosure had not occurred, except as specifically provided herein.

13.3 Cooperation. To the extent reasonably requested by Redeveloper or any Holder, the Township shall execute an estoppel certificate, recognition agreement, attornment agreement and or such other agreements and/or documents (to the extent same are in commercially reasonable form) as may be requested or required by any Holder; provided, however, that any such agreement or document shall not materially and adversely alter any of the rights or obligations of Redeveloper or the Township under this Redevelopment Agreement.

13.4 Notice of Default to Holder and Right to Cure.

(a) Whenever the Township shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper under this Redevelopment Agreement, the Township shall at the same time deliver to each Holder a copy of such notice or demand, provided that Redeveloper has delivered to the Township a written notice of the name and address of such Holder. Each such Holder shall have the right at its option within ninety (90) days after the receipt

of such notice, to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds.

(b) To the extent that any Holder is required to foreclose against any lien it has with respect to the Project (as a result of a Redeveloper Event of Default or a default by Redeveloper under any agreements executed by Redeveloper and its project lenders, but excluding under the Third Party Agreements), the Township agrees to forebear from the enforcement of any remedies provided under this Redevelopment Agreement that it may have against Redeveloper in order to permit such Holder to foreclose and assume or cause a Third Party to assume the obligations of Redeveloper under this Redevelopment Agreement; provided, however, that the Township shall not be obligated to forebear from the exercise of any remedies available to it hereunder if such forbearance will result (or may result, in the reasonable judgment of the Township) in a waiver of the Township's rights under this Redevelopment Agreement or arising as a result of the Delinquent Tax Liens.

13.5 No Guarantee of Development, Construction or Completion of the Project. A Holder shall in no manner be obligated by the provisions of this Redevelopment Agreement to develop, construct or complete the Project (or portion to which its mortgage relates), or to guarantee such development, construction or completion; nor shall any covenant or any other provisions be construed to so obligate a Holder. Notwithstanding the foregoing, nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Holder to undertake or continue the development, construction or completion of the Project, or portion to which its mortgage relates (beyond the extent necessary to conserve or protect the Holder's security, including the improvements or construction already made), without the Holder first having expressly assumed Redeveloper's obligations to the Township going forward from and after the

date of such assumption with respect to the Project (or portion to which its mortgage relates) by written agreement reasonably satisfactory to the Township and the Holder.

13.6 Foreclosure. If a Holder forecloses its mortgage secured by the Project Site (or portion to which its mortgage relates), or takes title to the Project Site (or portion to which its mortgage relates) by deed-in-lieu of foreclosure or similar transaction (collectively a “**Foreclosure**”), the Holder shall have the option to either (a) sell the Project Site and the Project to a responsible Person reasonably acceptable to the Township, subject to repayment of all Delinquent Tax Liens inclusive of all interest accrued thereon, which Person shall assume the obligations of Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (b) assume the obligations of Redeveloper under this Redevelopment Agreement in accordance with Applicable Law. In the event of a Foreclosure and provided the Holder or the purchaser is in compliance with this Redevelopment Agreement, the Township shall not seek to enforce against the Holder or purchaser of such parcel any of the remedies available to the Township pursuant to the terms of this Redevelopment Agreement available in connection with the events preceding the Foreclosure. The Holder, or the Person assuming the obligations of Redeveloper as to the parcel affected by such Foreclosure or sale, in that event must agree to complete the Project in the manner provided in this Redevelopment Agreement, but subject to reasonable extensions of the Project Schedule, and shall submit evidence reasonably satisfactory to the Township that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder or Person assuming such obligations of Redeveloper, properly completing the Project, or any portion thereof, shall be entitled to a Certificate of Completion in accordance herewith. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Holder, or such other Person assuming such obligations of Redeveloper, to devote the Project Site, or any part thereof, to any uses, or to construct any improvements

thereon, other than those uses or improvements consistent with the Concept Plan or other provided for or authorized by this Redevelopment Agreement.

13.7 Lender Changes. If Redeveloper's lender requires a change in the terms of this Redevelopment Agreement, the Township shall reasonably cooperate with Redeveloper in approving and implementing such change, so long as such change does not increase the Township's obligations or decrease the Township's rights as set forth in this Redevelopment Agreement, or materially change the Concept Plan. In addition, the Township agrees to enter into such agreement as Redeveloper's lender (or its equity participants) may reasonably require provided that such agreement shall not increase the Township's obligations or decrease the Township's rights in connection with this Redevelopment Agreement, or materially change the Concept Plan.

SECTION 14. COMPLIANCE

14.1 Compliance with Township Ordinances, State Laws, Regulations and Standards.

Redeveloper shall comply with all applicable Township ordinances with regard to traffic, traffic safety, parking during construction, illumination, noise, pollution, and rodent, insect and animal control. Redeveloper commits to follow all applicable construction laws, regulations and standards in the industry to address these concerns and furthermore commits to having a program in place, prior to the Commencement of Construction, to reasonably address such concerns.

SECTION 15. ADDITIONAL PROVISIONS

15.1 Township Cooperation. The Township shall, at Redeveloper's sole cost and expense (subject to the limitations set forth in Section 10.2), cooperate with and assist Redeveloper so as to enable Redeveloper to implement, develop and complete the Project in accordance with the Concept Plan and to otherwise perform Redeveloper's obligations and responsibilities under

this Redevelopment Agreement. This cooperation shall include, but not be limited to, (a) causing all construction and building permits over which the Township or any of its agencies or offices has jurisdiction to be granted to Redeveloper in a timely manner, provided the applications for same comply with Applicable Law; (b) assisting Redeveloper in obtaining Approvals, in expediting required action by the Land Use Board in connection with site plan and subdivision applications filed by Redeveloper in connection with this Redevelopment Agreement, if any; (c) not unreasonably withholding, conditioning, or delaying any consent or approval required under this Redevelopment Agreement; and (d) the exercise of such other actions pursuant to Redevelopment Law as may be reasonably necessary to carry out the purpose and intent of this Redevelopment Agreement. The Township shall use good faith efforts to respond to any request for consent or approval within thirty (30) days of receipt of a complete request.

15.2 Maintenance and Landscaping. Redeveloper shall keep the Project Site free from any substantial accumulation of debris or waste materials and shall maintain in good condition any landscaping and amenities required under any applicable approved final site plan.

15.3 Speculative Development. Redeveloper represents its undertakings pursuant to this Redevelopment Agreement are for the purpose of Redevelopment of the Project Site and not for speculation in land holding. Redeveloper shall not use the Project Site, or any part thereof, as collateral for an unrelated transaction.

15.4 Compliance with Redevelopment Agreement. Redeveloper shall use reasonable efforts to ensure that all consultants, professionals, employees, agents, and contractors engaged by Redeveloper or any of Redeveloper's subcontractors shall have the skill and judgment necessary to implement the Project in compliance with the terms and conditions of this Redevelopment Agreement.

SECTION 16. TERM AND EXPIRATION

16.1 Expiration of Agreement. This Redevelopment Agreement shall remain in full force and effect until the earlier of (a) termination in accordance with the provisions of this Redevelopment Agreement, or (b) the date on which both of the following have occurred: (i) the Township has issued a Certificate of Completion in accordance with Section 4.5, and (ii) all Delinquent Tax Liens and any other amounts due hereunder have been paid in full. Upon the occurrence of both conditions set forth in clause (b), this Redevelopment Agreement and all terms herein shall automatically terminate without further action by either Party.

SECTION 17. MISCELLANEOUS

17.1 Force Majeure. For the purposes of any of the provisions of this Redevelopment Agreement, neither the Township nor Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or in Default with respect to its obligations hereunder because of any delay in the performance of such obligations, including commencement or completion of construction, arising from causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts or omissions of other parties (including litigation by Third Parties), fires, floods, epidemics, pandemics, quarantine restrictions, moratoriums, strikes, freight shortages, energy shortages, embargoes, unusual or severe weather, supply chain disruptions, labor shortages, or delays of subcontractors due to any of the forgoing such causes, actions or inactions by any federal, State or local governmental or quasi-governmental entity, including the Township, with respect to the Approvals or the development of the Project (including, without limitation, a failure of the Township to perform in accordance with the terms of this Redevelopment Agreement), legal action or lawsuits filed in challenge of the issuance, grant or denial of any Approval and a change in laws, if such actions or inactions are not caused by Redeveloper (collectively “**Force Majeure**”). It is the

purpose and intent of this provision that in the event of the occurrence of any such delay due to Force Majeure, the time or times for performance of the obligations of the Township or Redeveloper shall be extended for such period(s) as may be reasonable in the circumstances but in no event less than the period of the delay, plus a reasonable additional period to remobilize and resume work.

17.2 Section Headings. The headings and numbering of paragraphs and sections of this Redevelopment Agreement are set forth for ease of reference only and are not to be construed or considered to impart meaning to any provision of this Redevelopment Agreement.

17.3 Governing Law. This Redevelopment Agreement shall be governed by and construed under the laws of the State and any litigation relating to this Redevelopment Agreement shall be brought in the Superior Court of New Jersey and venued in the County of Sussex.

17.4 Amendments to Redevelopment Agreement. This Redevelopment Agreement represents the entire agreement by and between the Parties with respect to the development of the Project Site and the construction of the Project. No amendment to this Redevelopment Agreement shall be considered binding on either of the Parties unless such amendment is in writing and specifically recites that it is being entered into by and between the Township and Redeveloper with the specific intention to modify the terms of this Redevelopment Agreement. In the event that any such amendment is agreed to by the Parties, such amendment shall not modify, change or amend any portion of this Redevelopment Agreement except those specific portions that are recited in the amendment as being modified by such amendment. All other portions of this Redevelopment Agreement not so specifically amended in writing shall remain in full force and effect.

17.5 Severability. Should any provision, term, section or other portion or portions of this Redevelopment Agreement be held by any court of competent jurisdiction to be in violation of any Applicable Law, or against public policy or held to be null and void for any reason whatsoever,

such portion shall be deemed severable so that such determination, unless it prohibits or otherwise prevents the performance of this Redevelopment Agreement or materially alters the rights or obligations of the Parties (in such event this Redevelopment Agreement is to be reformed to reflect as nearly as possible the original stated terms), shall not affect the validity of any other provisions of this Redevelopment Agreement, and such other provisions shall be deemed to be in full force and effect and binding on the Parties unless amended in accordance with Section 17.4.

17.6 Incorporation of Recitals and Exhibits. The recitals set forth in Section 1 and the Exhibits attached hereto are hereby incorporated by reference and are considered part of this Redevelopment Agreement.

17.7 Condemnation/Casualty. In the event that all or any substantial portion of the Project Site is condemned or taken by eminent domain by any condemning authority or is damaged or destroyed by casualty prior to issuance of a Certificate of Completion, Redeveloper may, at its option, terminate this Redevelopment Agreement by written notice to the Township within sixty (60) days after Redeveloper is notified of the condemnation, taking, damage or casualty. For purposes of this provision “**Substantial Portion**” shall be defined as any portion which is equal to or in excess of ten percent (10%) of the total acreage of the Project Site or that portion which, in the reasonable opinion of Redeveloper, would prevent the successful completion of construction or operation of the Project as envisioned by this Redevelopment Agreement. The Township acknowledges that it has no right to the proceeds resulting from a condemnation of the fee simple interest in the Project Site.

17.8 Litigation. Redeveloper shall have the right, but not the obligation, to undertake litigation in order to obtain Approvals with conditions reasonably satisfactory to Redeveloper including, without limitation, the right to litigate to the ultimate decision maker. Any litigation undertaken shall toll the relevant time periods set forth in the Project Schedule.

17.9 Waivers. Any right or remedy which any party may have under this Redevelopment Agreement may be waived in writing by the relevant party without the execution of a new or supplemental agreement. Except as otherwise provided in this Redevelopment Agreement, said right of waiver shall include the right to waive a default. No waiver made by any party with respect to the performance, or manner or time thereof, of any obligation of any other party or any condition to its own obligation under this Redevelopment Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition of its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver.

17.10 Commissions. The Parties agree that no commissions to any broker, agent, or any other intermediary are due hereunder, and further agree to indemnify and save harmless the other party in the event of any claim whatsoever for any commission or other remuneration payable or alleged to be payable by any broker, agent or other intermediary by virtue of the acts or agreements of the indemnifying party.

17.11 No Significance of Party Drafting. The Parties agree that in the construction or interpretation of this Redevelopment Agreement no significance shall be attributed in presumption or otherwise to the identity of the party drafting the provision or provisions in question.

17.12 Recordation. In accordance with the Redevelopment Law, a Declaration of Covenants and Restrictions memorializing the Redeveloper Covenants at Section 9.1, in the form attached hereto as **Exhibit F** (the “**Declaration**”), shall be duly recorded by Redeveloper in the land records of Sussex County and the cost of such recordation shall be paid by Redeveloper.

17.13 Notices. Any notice provided or required to be given under this Redevelopment Agreement must be in writing and shall be served (and shall be deemed to have been served) (a) by hand delivering a copy thereof to the party being served in person or by commercial courier,

(b) by registered or certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight delivery service with package tracking capability and for which proof of delivery is available, to the person or persons set forth below for each party to this Redevelopment Agreement. Minor communications between the Parties that are other than formal notices of action may be sent by regular mail, facsimile or e-mail. Notifications are deemed to be given (a) on the date of delivery if hand delivered, (b) on the third business day following their deposit in the United States Mail, postage prepaid, return receipt requested, or (c) on the next business day following their deposit with a commercial overnight delivery service.

As to the Township:

Mayor Anthony L. Rossi and Township Council of Township of Vernon
Municipal Building
21 Church Street
Vernon, New Jersey 07462

With copies to:

McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, New Jersey 07068
Attn: Matthew D. Jessup, Esq.

As to the Redeveloper:

Rachel Associates LLC
410 McAfee – Glenwood Road
Vernon, New Jersey 07642
Attn: Nimrod Arad

With copies to:

Murphy Schiller & Wilkes LLP
One Gateway Center, Suite 400
Newark, New Jersey 07102
Attn: Thomas S. Garlick, Esq.

And:

Tannenbaum Helpert Syracuse Hirschtritt LLP
900 Third Avenue
New York, NY 10022
Attn: Eric S. Schoenfeld

From time to time either party may designate a different person or address for all the purposes of this notice provision by giving the other party no less than ten (10) days notice in advance of such change of address in accordance with the provisions hereof.

17.14 Further Assurances. Each party shall execute such further documents, papers and instruments and shall use good faith efforts to take such further actions as are contemplated by and reasonably necessary to carry out the expressed intent of this Redevelopment Agreement as may be reasonably requested by the other Party.

17.15 Counting of Days. Unless otherwise specifically set forth, all references to counting of days shall be calendar days.

17.16 Successors Bound. The Redevelopment Agreement shall be binding upon the respective Parties hereto, and, subject to the limitations on transfer set forth in Section 9.1(b), their successors and assigns.

17.17 No Obligation. The Parties agree that the submission of this Redevelopment Agreement (or any draft, re-draft, or other copy) by one party to another is not intended by either party to be an offer to enter into a legally binding contract. Notwithstanding any discussions, memorandum or exchange of correspondence or emails, the Parties shall be legally bound pursuant to the terms of this Redevelopment Agreement only if and when the Parties have been able to negotiate all of the terms and provisions of this Redevelopment Agreement in a manner acceptable to each of the Parties in their respective sole discretion, including, without limitation, all of the exhibits hereto, and each of the Township and Redeveloper have fully executed and delivered to the other (or its attorney) an executed counterpart of this Redevelopment Agreement. Unless and

until each of the Township and Redeveloper have fully executed and delivered a counterpart of this Redevelopment Agreement to the other, neither shall have any obligation whatsoever to the other.

17.18 No Restriction on Police Powers. Nothing in this Redevelopment Agreement will in any way limit or affect the right of the Township or any municipal board, department, agency, authority, official, or representative to enforce any generally applicable municipal ordinance, regulation, rule, procedure or other requirement, including, but not limited to, with respect to the Project, the Project Site or Redeveloper.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGE].**

IN WITNESS WHEREOF, the Parties have executed this Redevelopment Agreement effective as of the date first written above.

Attest:

TOWNSHIP OF VERNON

Marcy Gianattasio
Township Clerk

By:_____
Name: Anthony L. Rossi
Title: Mayor

Attest:

RACHEL ASSOCIATES LLC

By:_____
Name: Charles Everhardt
Title: Manager & Principal

By:_____
Name: Nimrod Arad
Title: Manager

By:_____
Name: Alpan Keskin
Title: Manager

EXHIBIT A

BLOCK AND LOT LISTING OF PROJECT SITE

Block	Lot	Qual
521	1	D0109
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521	1	D0113
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521	623	
521	624	

EXHIBIT B

CONCEPT PLAN

Z-3



In addition, other portions (and the facility generally) may from time to time serve as Production Locations, for which relevant standards shall apply, namely NFPA 140, Standard on Motion Picture and Television Production Studio Soundstages, Approved Production Facilities, and Production Locations.

LEGENDS RESORT & COUNTRY CLUB

637 West 127th Avenue (Hwy 100)
Troy, NY 12180
OWNERS REPRESENTATIVE
POLO CATALYST
100 West 127th Avenue
Troy, NY 12180

OWNERS



300 S.W. 1st Avenue
New York, NY 10001
(212) 633-1692

ISSUED: 05-08-26

Scale
1/16" = 1'-0"

LEGENDS RESORT & COUNTRY CLUB

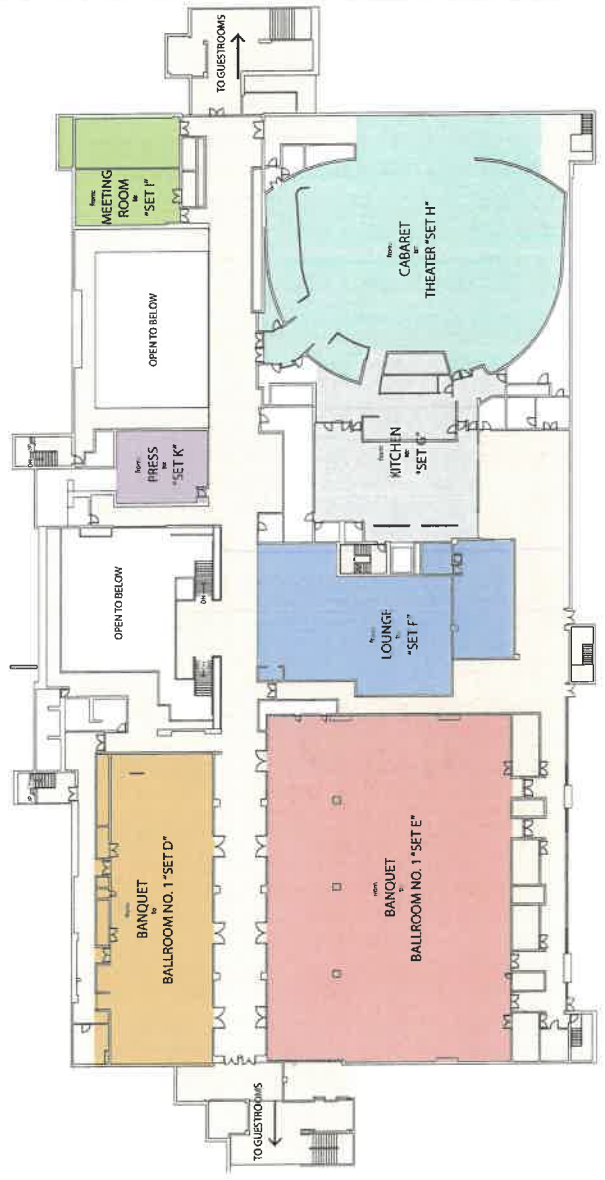
FIFTH FLOOR
CHANGES OF USE

ENR Sheet ID: A-104

Project Number

Sheet & Signature

Z-5



1/16" = 1'-0"

Table 1: Compliance Requirements for Changes of Use

Proposed Use	Existing Use	Fire Protection	Life Safety	Structural	Other
Banquet Ballroom No. 1 (Set D)	Assembly	100%	100%	100%	100%
Banquet Ballroom No. 1 (Set E)	Assembly	100%	100%	100%	100%
Lounge (Set F)	Assembly	100%	100%	100%	100%
Kitchen (Set G)	Kitchen	100%	100%	100%	100%
Cabaret Theater (Set H)	Theater	100%	100%	100%	100%
Meeting Room (Set I)	Meeting Room	100%	100%	100%	100%
Press Room (Set K)	Press Room	100%	100%	100%	100%

Table 2: Structural Load Comparison

Area	Existing Load (psf)	Proposed Load (psf)
Assembly	100	100
Kitchen	100	100
Theater	100	100
Meeting Room	100	100
Press Room	100	100

Table 3: Compliance Requirements for Changes of Use (Continued)

Table 4: Compliance Requirements for Changes of Use (Continued)

Table 5: Compliance Requirements for Changes of Use (Continued)

Table 6: Compliance Requirements for Changes of Use (Continued)

Table 7: Compliance Requirements for Changes of Use (Continued)



CUSTOMER : MLO Architects

[illegible]MLG Architects
Legends Resort &
Country Club

FIRST FLOOR
PLAN

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

A1

Scale

$$2'' = 1'-0''$$

1 01. Angle of α West with

[illegible]

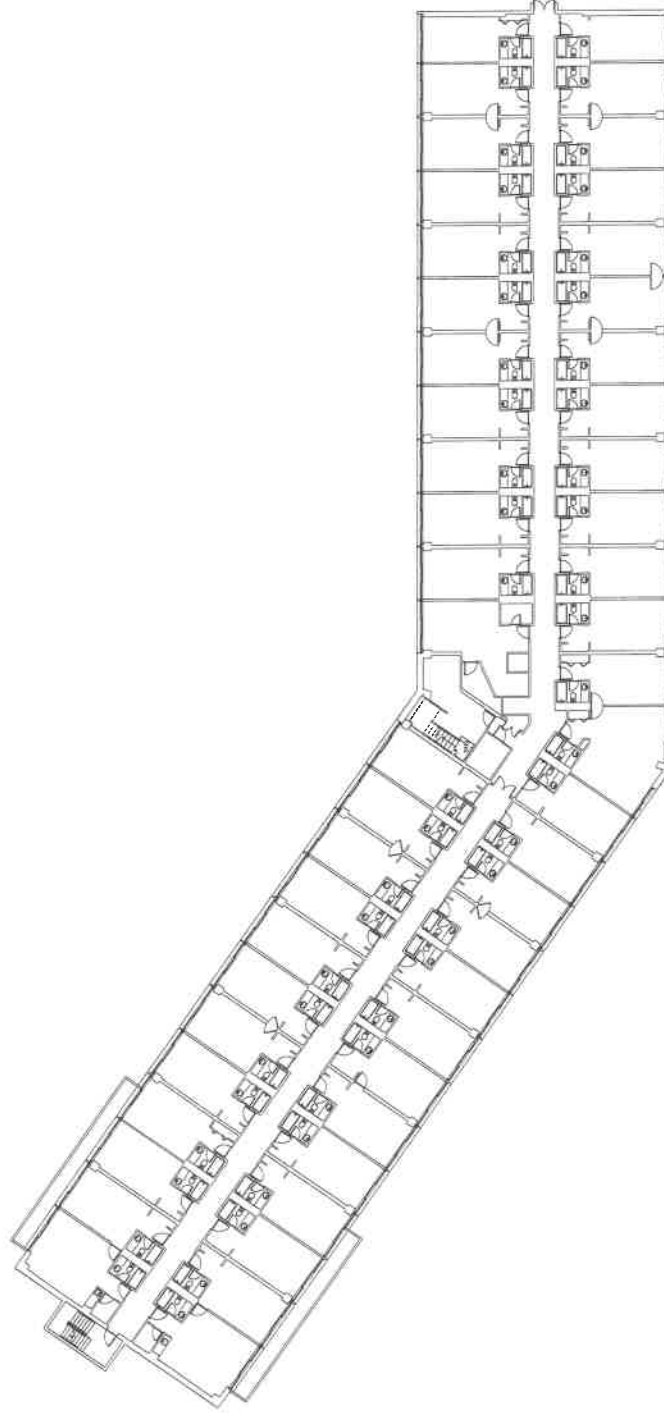
SECOND FLOOR
PLAN

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

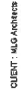
A2

Scale

3132



① 012. Second Floor | East West wing
302' = 1:0"

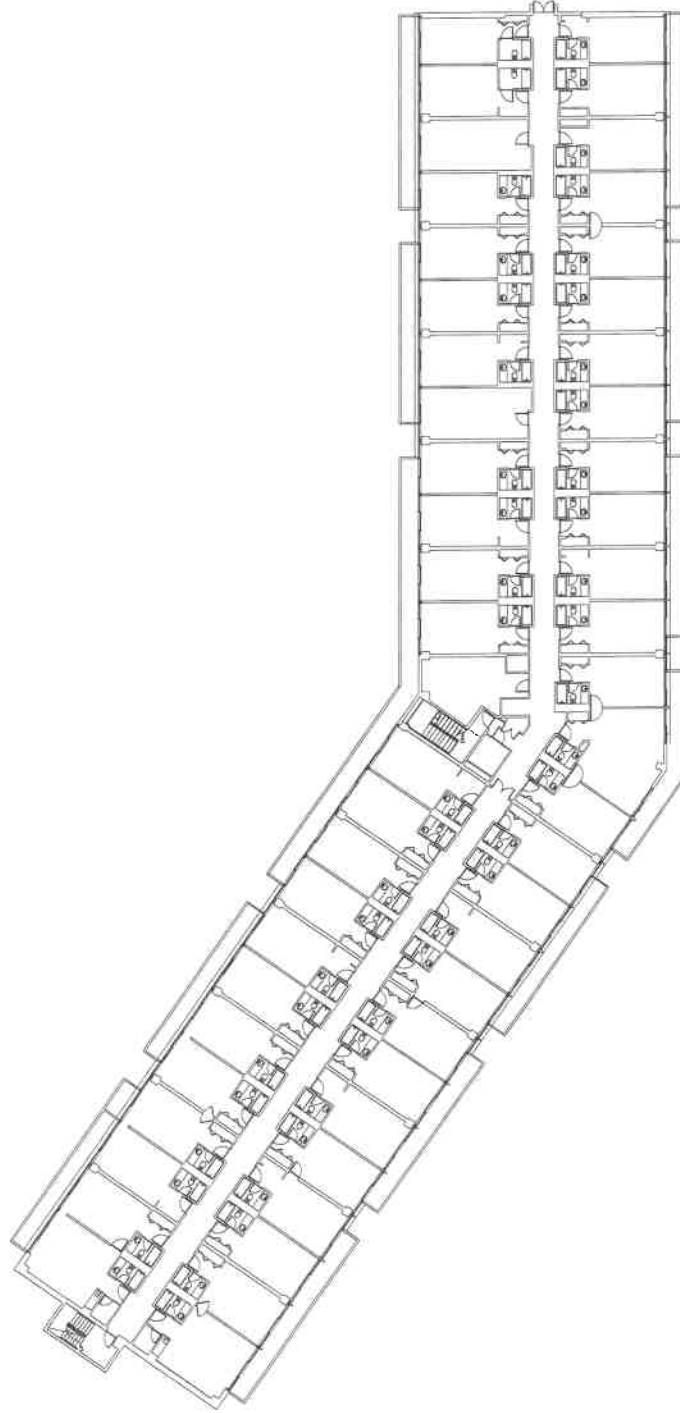
[illegible]

**MLG Architects
Legends Resort &
Country Club**

THIRD FLOOR
PLAN

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

A3

Scale $3/32'' = 1'-0''$ 

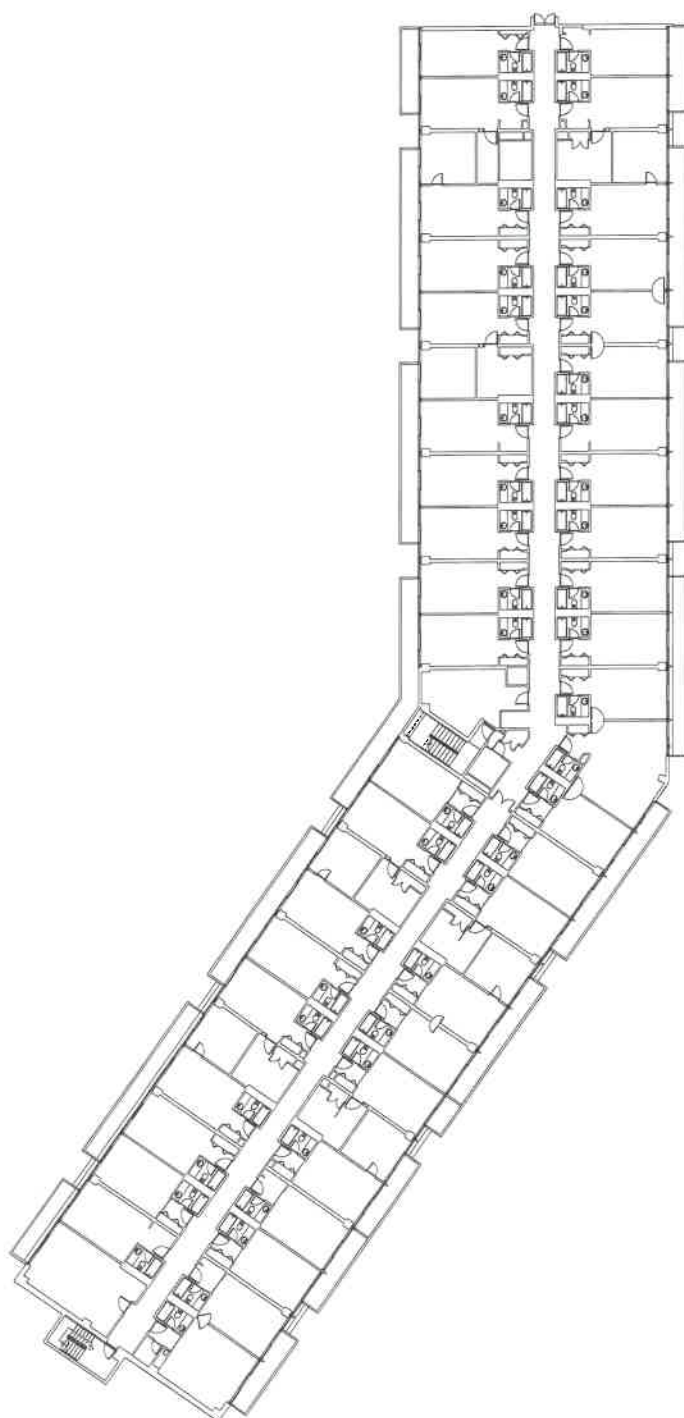
① City of Los Angeles West: 332° = 1° 40'

11-06-2026 18:18:57

[illegible]

MLG Architects
Legends Resort &
Country Club
FOUTH FLOOR
PLAN

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker
A4	
Scale	3/32" = 1'-0"



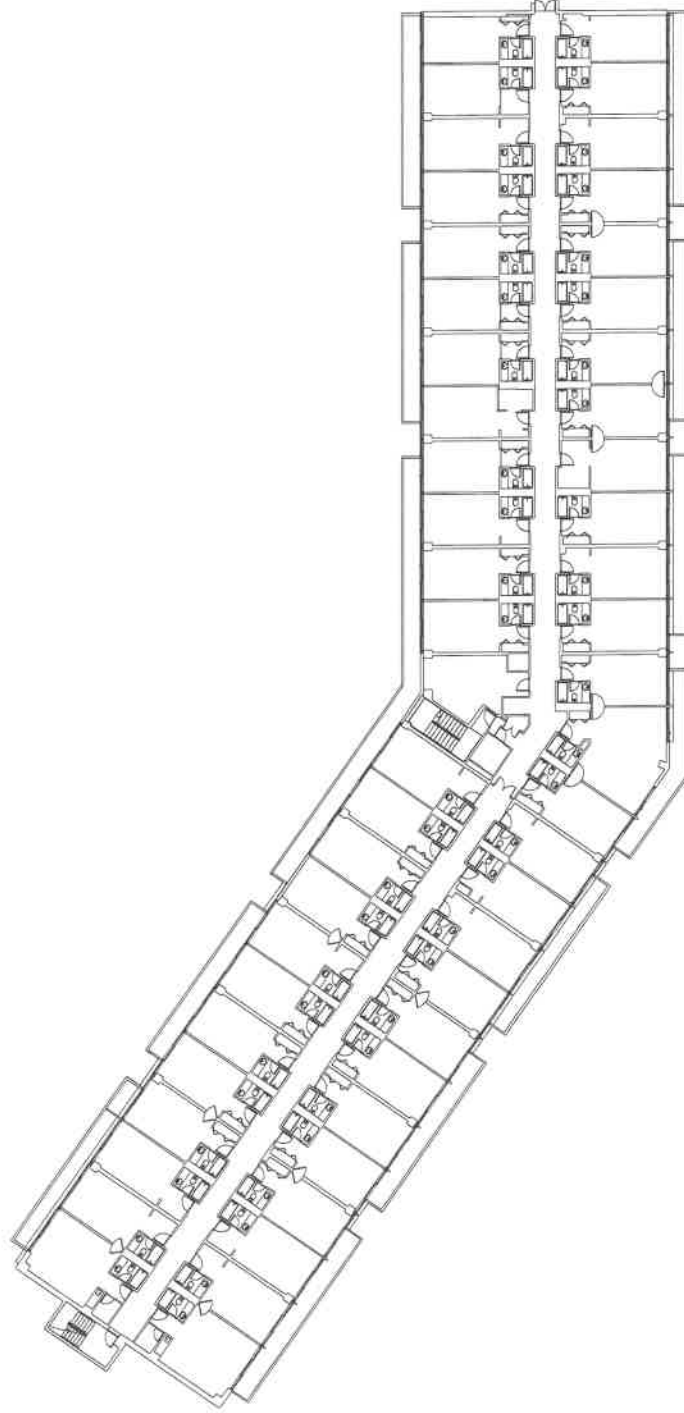
① 由 $F_{\text{浮}} = \rho_{\text{水}} g V_{\text{排}}$ 可得 $V_{\text{排}} = \frac{F_{\text{浮}}}{\rho_{\text{水}} g} = \frac{10 \text{ N}}{1.0 \times 10^3 \text{ kg/m}^3 \times 10 \text{ N/kg}} = 1 \times 10^{-3} \text{ m}^3$

[illegible]

MLG Architects
Legends Resort &
Country Club
FIFTH FLOOR
PLAN

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

A5

Scale $3/32" = 1'-0"$ 

① 66.7 mm, 7.0 mm Least Wheat grain
302° = 1.0°

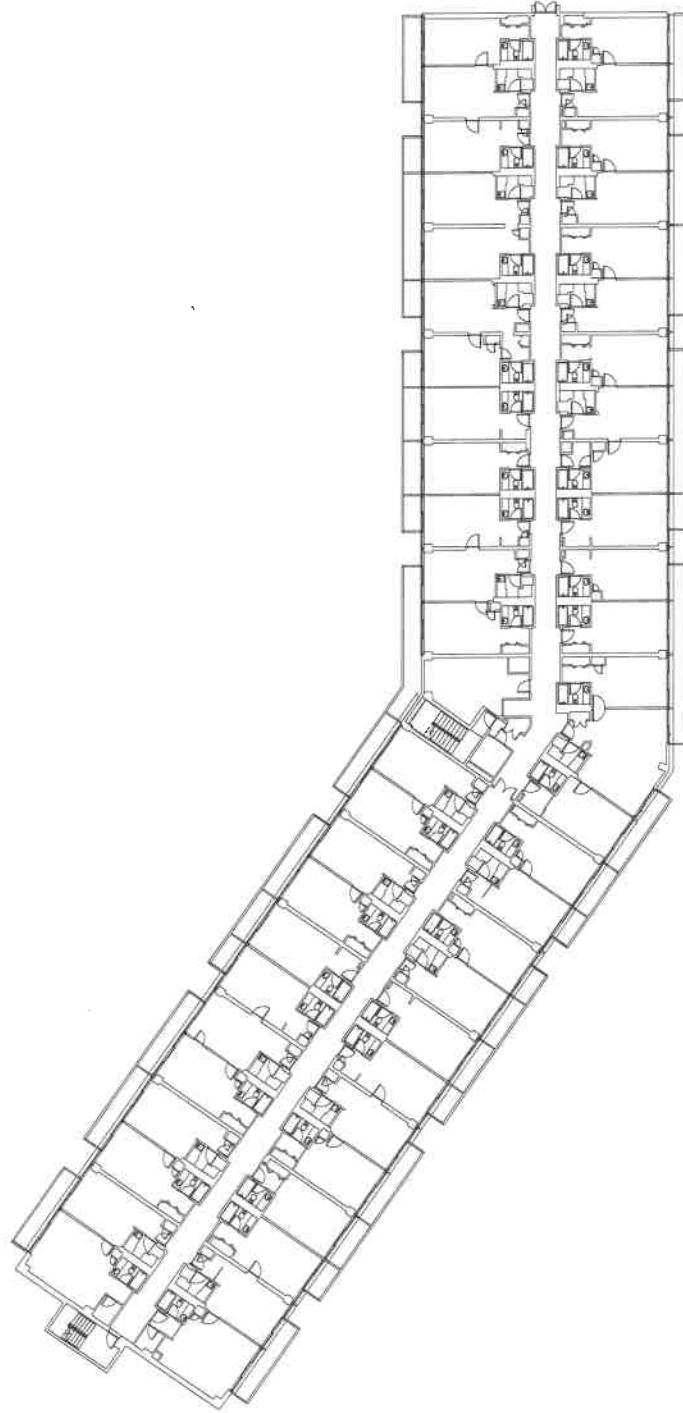
11-05-2023 16:19:08

[illegible]

SIXTH FLOOR
PLAN

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

Scale $3/32" = 1'-0"$



① On both Floor Level West Wn

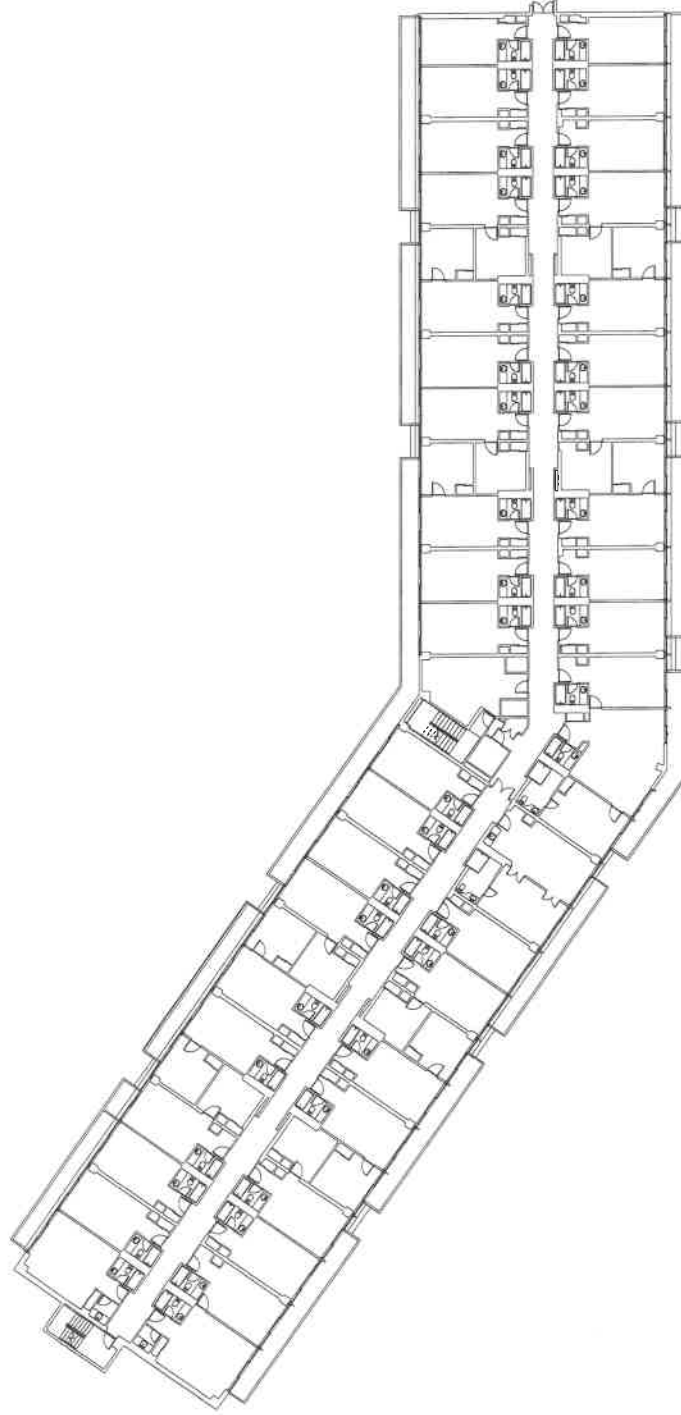
[illegible]

MLG Architects
Legends Resort &
Country Club

SEVENTH FLOOR
PLAN

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

A7

Scale $3/32" = 1'-0"$ 

1. $\frac{1}{2}$ gallon of water is 1.5 quarts.

11-06-2026 16:19:15

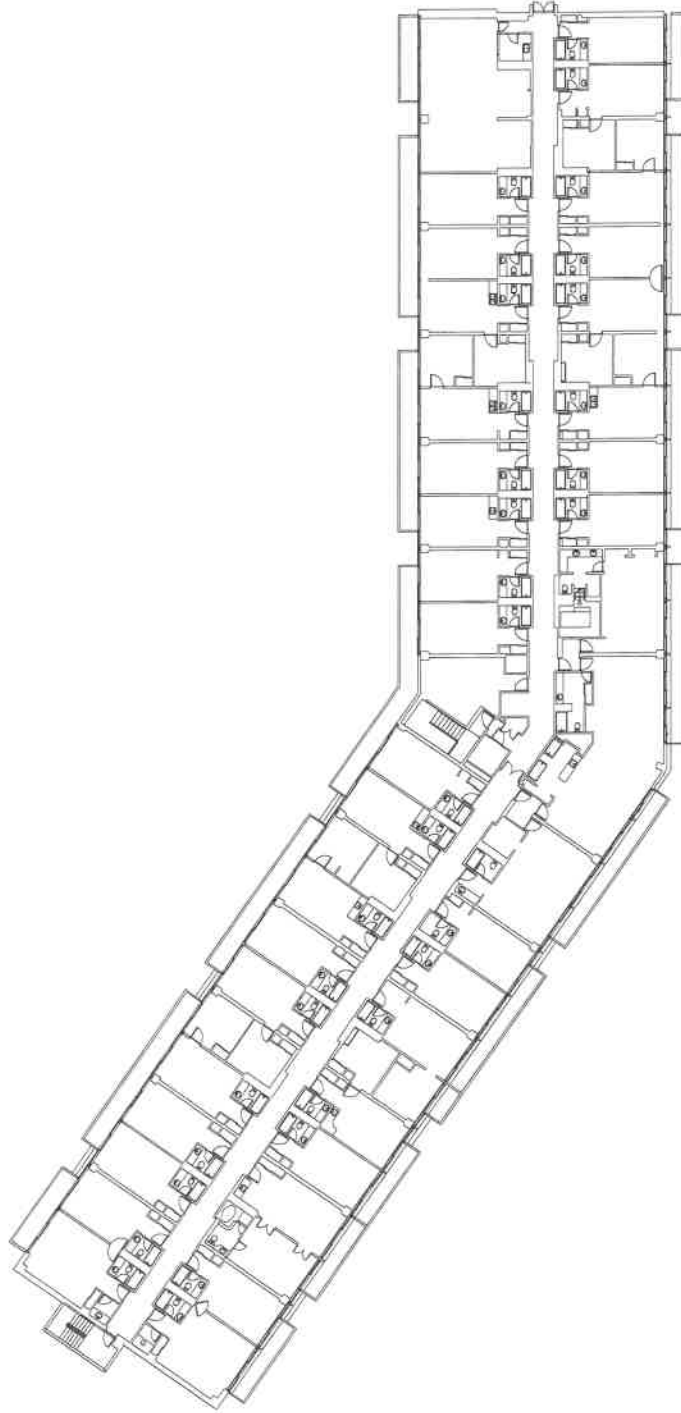
[illegible]

MLG Architects
Legends Resort &
Country Club
EIGHTH FLOOR
PLAN

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

A8

Scale $3/32" = 1'-0"$



① On Eighth Street, just West of ...
332° = 1.5°

14-06-2026 18:19:20

EXHIBIT C

ORGANIZATIONAL CHART

Rachel Associates LLC - Organizational Chart

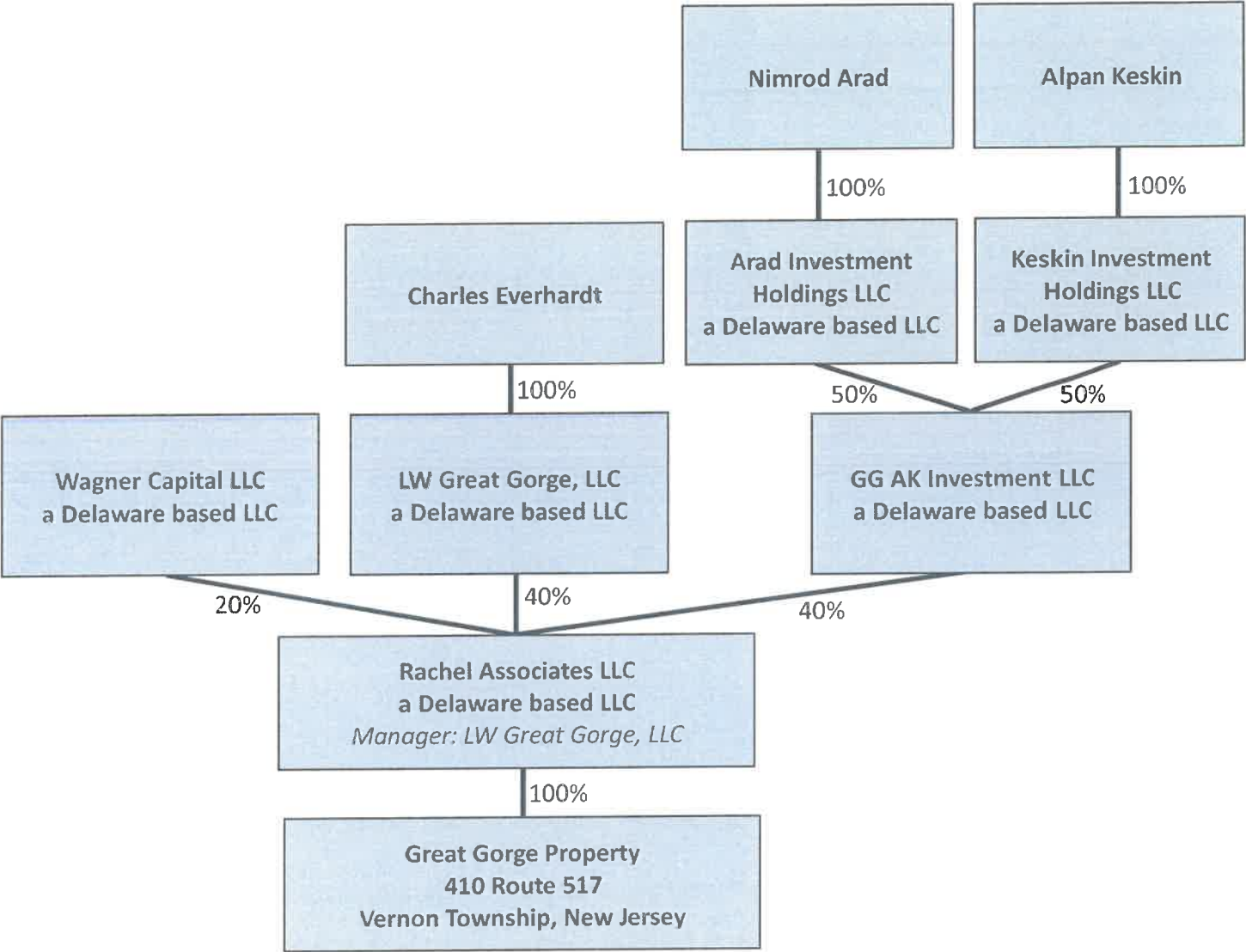


EXHIBIT D

DELINQUENT TAX LIEN PAYMENT SCHEDULE

October 1, 2026 \$1,000,000

On each February 1, May 1, August 1 and November 1, commencing February 1, 2027, the amount of \$500,000, until all Delinquent Tax Liens are paid in full.

EXHIBIT E

MOVIE STUDIO SPACE

BLOCK	LOT #	QUAL	BLOCK/ LOT #	QUAL	DESCRIPTION
521	22		231.01-1	C1111	CONFERENCE ROOMS A-D
521	27		231.01-1	C1112	HEALTH CLUB
521	25		231.01-1	C1114	AEROBICS ROOM
521	23		231.01-1	C1116	HALLWAY IN FRONT OF CAFETERIA
521	28		231.01-1	C1254	COMM TENNIS/CON
521	156		231.01-1	C1317	TENNIS SHOP
521	155		231.01-1	C1318	BOUTIQUE
521	154		231.01-1	C1319	WARWICK ROOM
521	153		231.01-1	C1320	OFFICE/MANAGER
521	152		231.01-1	C1321	SALON
521	202		231.01-1	C1323	STYLE COUNSEL
521	201		231.01-1	C1324	VERNON ROOM
521	203		231.01-1	C1325	THE DELI
521	204		231.01-1	C1326	GRILLE
521	199		231.01-1	C1327	KITCHEN 3RD FLOOR
521	200		231.01-1	C1328	RECEPTION AREA
521	198		231.01-1	C1329	HORIZONS
521	195		231.01-1	C1330	CENTRAL PARK EAST
521	196		231.01-1	C1331	SECURITY OFFICE
521	197		231.01-1	C1332	3RD FLR ENTRANCE TO POOL
521	159		231.01-1	C1333	CAFE IN THE PARK
521	158		231.01-1	C1334	BILLIARDS ROOM
521	157		231.01-1	C1335	CLUB OLANA
521	80		231.01-1	C1436	EXECUTIVE OFFICES
521	77		231.01-1	C1437	SALES OFFICE
521	75		231.01-1	C1438	SALES OFFICE
521	73		231.01-1	C1439	SALES OFFICE
521	71		231.01-1	C1440	SALES OFFICE
521	69		231.01-1	C1441	SALES OFFICE
521	70		231.01-1	C1442	SALES OFFICE
521	72		231.01-1	C1443	SALES OFFICE
521	74		231.01-1	C1444	SALES OFFICE
521	76		231.01-1	C1445	SALES OFFICE
521	78		231.01-1	C1446	SALES OFFICE
521	79		231.01-1	C1447	SALES OFFICE
521	337		231.01-1	C1548	EQUINOX BALLROOMS
521	378		231.01-1	C1549	STARLIGHT BALLROOMS
521	376		231.01-1	C1551	CABARET & 5TH FLR KITCHEN
521	339		231.01-1	C1552	YALE/HARVARD BOARDROOMS
521	338		231.01-1	C1553	PRINCETON BOARDROOM
521	1	D0114	231.01-1	CS10	CONF SERV
521	1	D0116	231.01-1	CS10	HUMAN RES OFF
521	1	D0117	231.01-1	CS15	MEN LOCKER RM
521	1	D0118	231.01-1	CS35	CHAMB OF COMMER
521	1	D0119	231.01-1	CS47	OFFICE
521	1	D0109	231.01-1	CS-	REC. OFFICE/LAV
521	1	D0110	231.01-1	CS-9B	SEC. OFF-FOOD
521	1	D0111	231.01-1	CS-9C	WOMAN LOCKER RM

EXHIBIT F

FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS

Record and Return to:

Matthew D. Jessup, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this “**Declaration**”) is made this ____ day of _____, _____, by **RACHEL ASSOCIATES LLC**, a New Jersey limited liability company formed under the laws of the State of New Jersey with offices at 410 McAfee – Glenwood Road, Vernon, New Jersey 07642 and its successors and assigns (the “**Redeveloper**”) (capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the hereinafter defined Redevelopment Agreement).

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) authorizes municipalities to designate certain parcels of land located therein as areas in need of redevelopment; and

WHEREAS, on July 18, 2005, the Township Council of the Township (the “**Township Council**”) adopted Resolution #R05-125, authorizing and directing the Township Land Use Board (the “**Land Use Board**”) to undertake a preliminary investigation of the various property within the McAfee Village commercial resort area, including the properties then-identified as Block 231.01, Lot 1 on the official Tax Maps of the Township, and commonly known as the Legends Resort (the “**Study Area**”), and to recommend to the Township Council whether the Township Council should designate all or a portion of the Study Area as an “area in need of redevelopment” in accordance with the Redevelopment Law; and

WHEREAS, on May 31, 2006, the Land Use Board conducted such investigation, held a public hearing and determined that the Study Area met one or more criteria set forth in the Redevelopment Law to designate the Study Area as an area in need of redevelopment; and

WHEREAS, on June 12, 2006, the Township Council adopted a resolution designating the Study Area (the “**Redevelopment Area**”) as an area in need of redevelopment according to the criteria set forth in the Redevelopment Law; and

WHEREAS, on May 8, 2008, the Township Council adopted Ordinance No. 08-03 codifying the redevelopment plan for the Redevelopment Area, entitled, “McAfee Village Commercial Resort Redevelopment Plan,” as amended on April 20, 2026, and as the same may be further amended and supplemented from time to time (the “**Redevelopment Plan**”); and

WHEREAS, the Township has determined to act as the "redevelopment entity" for the Redevelopment Area; and

WHEREAS, the Redeveloper is the owner of the Redevelopment Area, further identified by the block and lot listing attached to the Redevelopment Area as **Exhibit A** (the "**Project Site**"); and

WHEREAS, the Redeveloper is a limited liability company, with resources and a team of experts in planning, redevelopment, law, engineering, environmental issues, architecture, design, finance and real estate development necessary to effectuate the redevelopment of the Project Site in accordance with the Redevelopment Agreement, the Redevelopment Plan and all other applicable laws, ordinances and regulations; and

WHEREAS, the Redeveloper proposes to develop the Project Site in multiple phases, with the first phase consisting of renovations and improvements to (i) the Movie Studio Space (as defined in the Redevelopment Agreement) required for the use and occupancy of the Movie Studio Space as a media studio and production facility encompassing the development, production, and distribution of media projects including film, television, radio, advertising, internet and social media content, as well as accessory uses, including stages, sets, wardrobe, spa/fitness, hair salon, make-up, kitchen, cafeteria and dining room, including but not limited to: the installation, repair and restoration of fire safety, plumbing and HVAC improvements, including but not limited to pipes, plumbing, sprinklers, fire alarm control panels, water control panels, HVAC control panels, air duct systems, in order to bring the Movie Studio Space into compliance with the construction code of the Township, infrastructure improvements related to parking, ingress, egress and other appropriate amenities and related project improvements, and (ii) renovations and improvements to use the West Wing for hotel operations for the use by the Movie Studio Space tenant, its employees, invitees, licensees, guests, and/or visitors, as well as for regular hotel/hospitality operations, all in accordance with the provisions of the Redevelopment Plan, the Concept Plan (as defined herein) and this Redevelopment Agreement (collectively, the "**Project**"); provided that the Project shall not include any "residential" uses, including single family, multi-family, condominium, cooperative or other long-term living arrangements, and any hotel operations within the Project shall be for short-term or transient stays of thirty (30) days or less, and on such other terms as may be determined by the Township in accordance with applicable zoning laws and regulations; and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the Township entered into a Redevelopment Agreement dated as of [●], 2026, by and between the Township and the Redeveloper (the "**Redevelopment Agreement**") in accordance with *N.J.S.A. 40A:12A-8(f)* of the Redevelopment Law; and

WHEREAS, *N.J.S.A. 40A:12A-9(a)* of the Redevelopment Law requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that "...the owner shall construct only the uses established in the current redevelopment plan..."; and

WHEREAS, the Redevelopment Agreement contains such a covenant by the Redeveloper and its successor or assigns for as long as the Redevelopment Agreement remains in effect, as well as perpetual covenants by the Redeveloper and its successors or assigns not to unlawfully discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or familial status in the sale, lease, rental, use or occupancy of the Project Site or any building or structures erected thereon, to comply with Applicable Laws, Approvals, the Redevelopment Agreement and the Redevelopment Plan and to maintain in good condition any improvements made on the Project Site in accordance with Article IX of the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement also provides that the Redevelopment Area, the Redevelopment Agreement, and the Redeveloper's interest therein shall not be transferable, subject to certain conditions, prior to the issuance of a Certificate of Completion and further provides certain remedies to the Township for violations of the covenants and defaults under the Redevelopment Agreement; and

WHEREAS, at such time as the Project is completed in accordance with the terms of the Redevelopment Plan and the Redevelopment Agreement, this Declaration and the existing conditions which rendered the Redevelopment Area an area in need of redevelopment, will no longer exist; and

WHEREAS, Section 17.12 of the Redevelopment Agreement requires Redeveloper to execute and record this Declaration to impose certain covenants and restrictions on the Project Site.

NOW, THEREFORE, in consideration of the foregoing, the Redeveloper, intending to be legally bound hereby and to bind its successors and assigns, does promise, covenant and declare as follows:

1. **Terms and Definitions.** Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Redevelopment Agreement.

2. **Applicable Laws.** The Redeveloper's development, construction, use, operation and maintenance of the Redevelopment Area and all improvements thereon and thereto, as provided in the Redevelopment Plan and the Redevelopment Agreement shall be undertaken and carried out in accordance with all Applicable Laws, including without limitation, the Redevelopment Plan, as it may be amended from time to time by the agreement of the Redeveloper and the Township.

3. **Redeveloper Covenants.** Redeveloper covenants and agrees that:

(a) Redeveloper shall not use the Project Site or any part thereof in a manner that is not in all material respects consistent with the Redevelopment Plan, the Approvals and the Redevelopment Agreement. Redeveloper will construct only those uses established in the Redevelopment Plan or as the Redevelopment Plan may be modified, in writing, by the Township from time to time in accordance with the Redevelopment Law.

(b) Redeveloper shall not, without the prior written consent of the Township which shall not be unreasonably withheld: (i) effect or permit any change, directly or indirectly, in the majority ownership of more than fifty percent (50%) or control of Redeveloper (whether in one transaction or by virtue of the combined effect of more than one transaction), provided, however, that the Township will not unreasonably withhold consent to a transfer of a majority or greater interest in Redeveloper (or in an Affiliate of Redeveloper) to a reputable financial institution for *bona fide* financing purposes, provided that the current members of Redeveloper remain in control of the entity, (ii) assign or attempt to assign the Redevelopment Agreement or any rights herein, (iii) make any total or partial sale, lease, transfer or conveyance of the whole or any part of its interest in the Project Site or the Project; or (iv) pledge, or transfer all or substantially all of its assets (collectively, a “**Transfer**”). If Redeveloper proposes a Transfer, as set forth above, Redeveloper will promptly provide to the Township for its consideration relevant information concerning the proposed transferee, including, but not limited to, current audited financial statements for the proposed transferee and any other documentation reasonably requested by the Township pertaining to the transferee’s identity, principals, qualifications, reputation and financial condition. If a Transfer is approved by the Township, the transferee, by written document acceptable in form and substance to the Township, for itself and its successors and assigns, and for the benefit of the Township, shall expressly assume all of the obligations of Redeveloper under the Redevelopment Agreement applicable to the property interest conveyed with such sale, assignment or transfer and shall agree to be subject to all the conditions and restrictions to which Redeveloper is subject under the Redevelopment Agreement, including the restrictions regarding the right to subsequent transfers. All relevant instruments and other legal documents proposed to effect any such transfer shall be submitted to the Township, and if the transferee is approved by the Township, such approval shall be indicated to Redeveloper in writing.

(c) Redeveloper, without violating the provisions of Section 9.1(b) of the Redevelopment Agreement, may, subject to the requirements of *N.J.S.A. 40A:12A-9(a)* effect the following Transfers, to which the Township consents upon receipt of notice thereof, without the necessity of further action or consent by the Township (the “**Permitted Transfers**”): (i) mortgages to secure Institutional Financing for financing or refinancing the Delinquent Tax Liens; (ii) mortgages to secure Institutional Financing for financing or refinancing acquisition of the Project Site and/or the construction of the Project; (iii) environmental covenants and restrictions imposed by DEP as a condition of any permit or Approval; (iv) any direct or indirect transfer of any interest in Redeveloper to a Person not presently holding an interest in Redeveloper, provided that the transfer is for less than fifty percent (50%) of the ownership interest of Redeveloper and otherwise does not change the control of Redeveloper; (v) granting of easements, deed restrictions and licenses required for utilities or in connection with development approvals; (vi) any contract or agreement which effectuates any of the foregoing exceptions; (vii) a transfer by a minority member of such minority member’s membership interest in the Redeveloper to the majority member or an entity controlled by the majority member; and (viii) the Lease Agreement and other leases with end users of the Project. With respect to any of the Permitted Transfers listed in Section 9.1(c) of the Redevelopment Agreement, Redeveloper shall provide to Township written notice within thirty (30) days of such Permitted Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee parties, individuals and/or entities involved.

(d) Redeveloper shall design, implement, complete and operate the Project in compliance with the Redevelopment Agreement and all other Applicable Laws, ordinances, Approvals, rules, regulations and requirements applicable thereto including, but not limited to, such zoning, sanitary, pollution, health, environmental and safety ordinances, laws and such rules and regulations thereunder as shall be binding upon Redeveloper under all Applicable Laws. Without limiting the foregoing, Redeveloper shall comply at its own expense with all stormwater regulations, including but not limited to, those pertaining to detention, recharge and water quality.

(e) Redeveloper shall not unlawfully discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, sex, affectional or sexual orientation in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall Redeveloper itself, or any person claiming under or through Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees, or vendees on the Project Site.

(f) Redeveloper shall not use the Project Site, or any part thereof, as security or collateral for an unrelated transaction.

4. It is intended and agreed that the covenants and restrictions set forth in Section 3 shall be covenants running with the land. All covenants in Section 3, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Township and its successors and assigns, and any successor in interest to the Redevelopment Area, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Redevelopment Area or any part thereof. Notwithstanding the foregoing, the agreements and covenants set forth in Section 3 shall cease and terminate upon the issuance of a Certificate of Completion, provided however, that the covenants in 3(e) shall remain in effect without limitation as to time.

5. It is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the covenants and restrictions set forth in the Redevelopment Agreement and this Declaration, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants and restrictions have been provided. Such covenants and restrictions shall run in favor of the Township for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein. During the period in which such covenants and restrictions shall be in force and effect, the Township shall have the right, in the event of any material breach of any such covenant or restriction, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant or restrictions, to which it or any other beneficiaries of such agreement or covenant may be entitled.

6. Upon redevelopment of the Project Area and completion of the Project, the covenants contained herein shall terminate and this Declaration shall be discharged of record and shall be deemed discharged upon the Redeveloper's receipt of a Certificate of Completion and termination of the Redevelopment Agreement pursuant to Section 4.5 thereof for the Project, provided however, that the covenants in Section 3(e) of the Declaration shall remain in effect without limitation as to time.

[Signature page follows.]

IN WITNESS WHEREOF, the Redeveloper has caused this Declaration to be executed on the date first above written.

RACHEL ASSOCIATES LLC

By: _____
Name: Charles Everhardt
Title: Manager & Principal

By: _____
Name: Nimrod Arad
Title: Manager

By: _____
Name: Alpan Keskin
Title: Manager

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: SS
COUNTY OF _____ :

BE IT REMEMBERED, that on this ____ day of _____, 2026, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Charles Everhardt who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that he is a Manager and Principal of Rachel Associates LLC, the Redeveloper named in the within Instrument; that the execution, as well as the making of this Instrument, having been duly authorized by the Redeveloper, and said Instrument was signed and delivered by Charles Everhardt as and for the voluntary act and deed of said Redeveloper.

Notary Public of New Jersey

STATE OF NEW JERSEY :
: SS
COUNTY OF _____ :

BE IT REMEMBERED, that on this ____ day of _____, 2026, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Nimrod Arad who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that he is a Manager and Principal of Rachel Associates LLC, the Redeveloper named in the within Instrument; that the execution, as well as the making of this Instrument, having been duly authorized by the Redeveloper, and said Instrument was signed and delivered by Nimrod Arad as and for the voluntary act and deed of said Redeveloper.

Notary Public of New Jersey

STATE OF NEW JERSEY :
: SS
COUNTY OF _____ :

BE IT REMEMBERED, that on this ____ day of _____, 2026, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Alpan Keskin who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that he is a Manager and Principal of Rachel Associates LLC, the Redeveloper named in the within Instrument; that the execution, as well as the making of this Instrument, having been duly authorized by the Redeveloper, and said Instrument was signed and delivered by Alpan Keskin as and for the voluntary act and deed of said Redeveloper.

Notary Public of New Jersey

EXHIBIT G

WEST WING

[illegible]

MLG Architects
**Legends Resort &
Country Club**

**FIRST FLOOR
PLAN**

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

A1

Scale $3/32" = 1'-0"$

① Cf. First Past the Post. $332 = 170$.

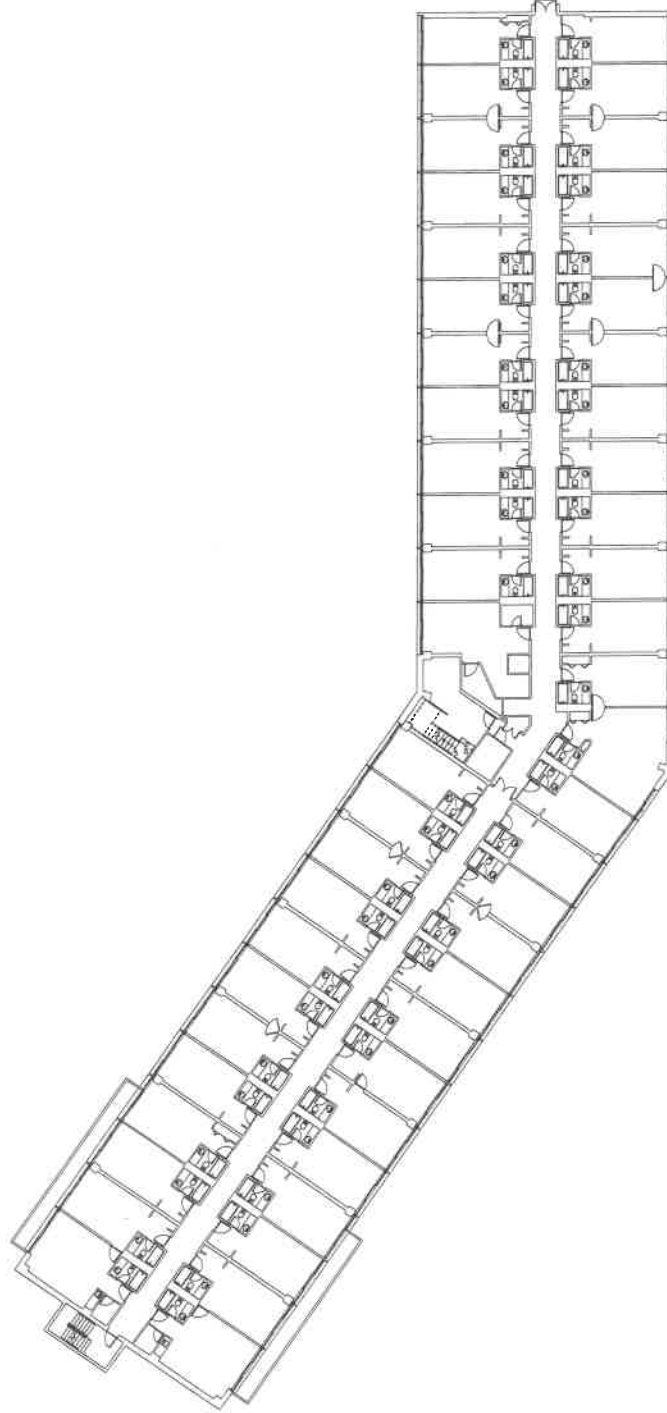
[illegible]

SECOND FLOOR PLAN

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

A2

Scale

 $3/32'' = 1'$ 

① 92. Second, First and Third mental.

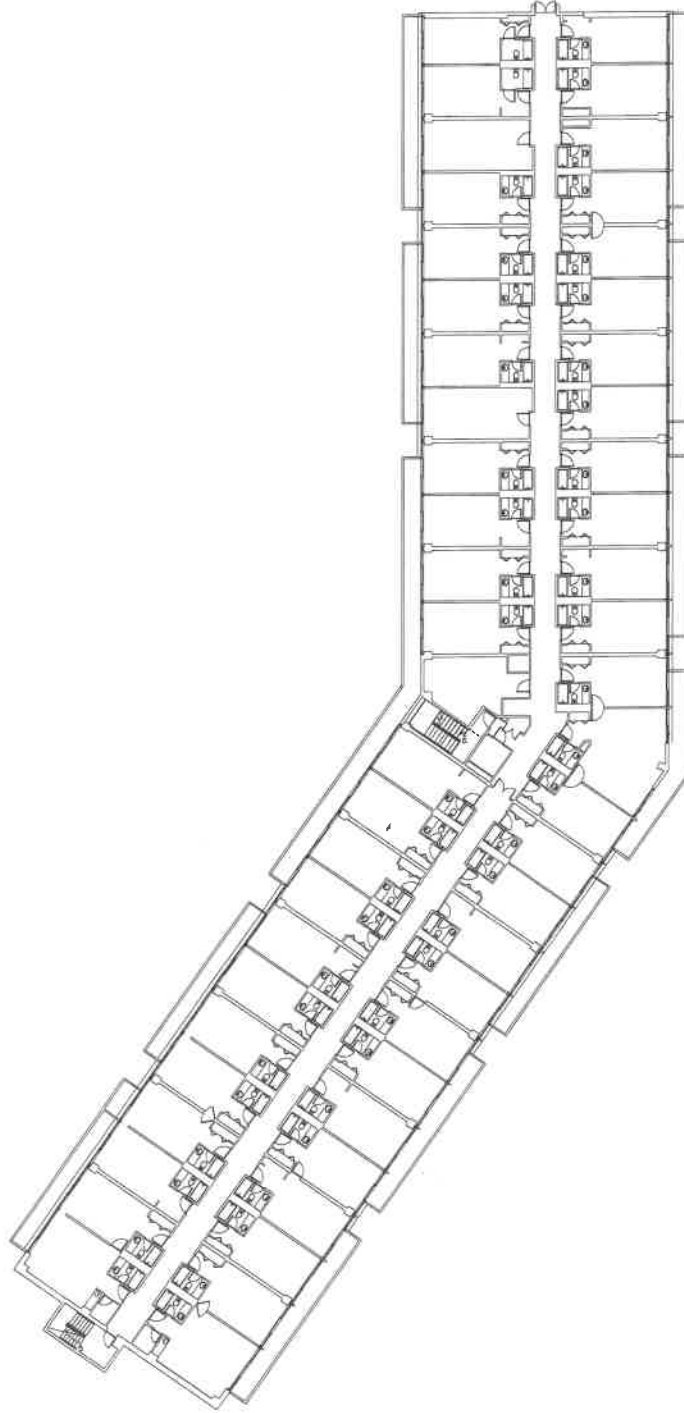
[illegible]MLG Architects
Legends Resort &
Country Club

THIRD FLOOR
PLAN

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

A3

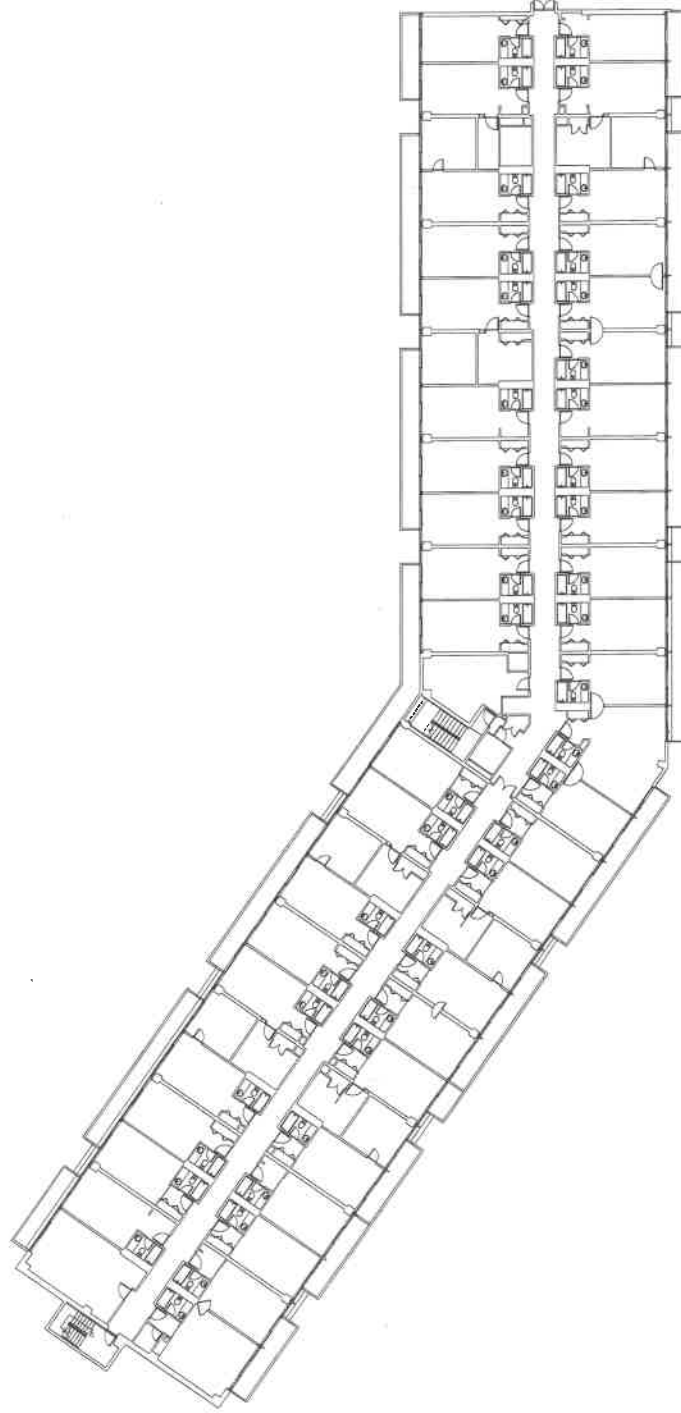
Scale $3/32" = 1'-0"$



① 332° = 5:40

[illegible]FOURTH FLOOR
PLAN

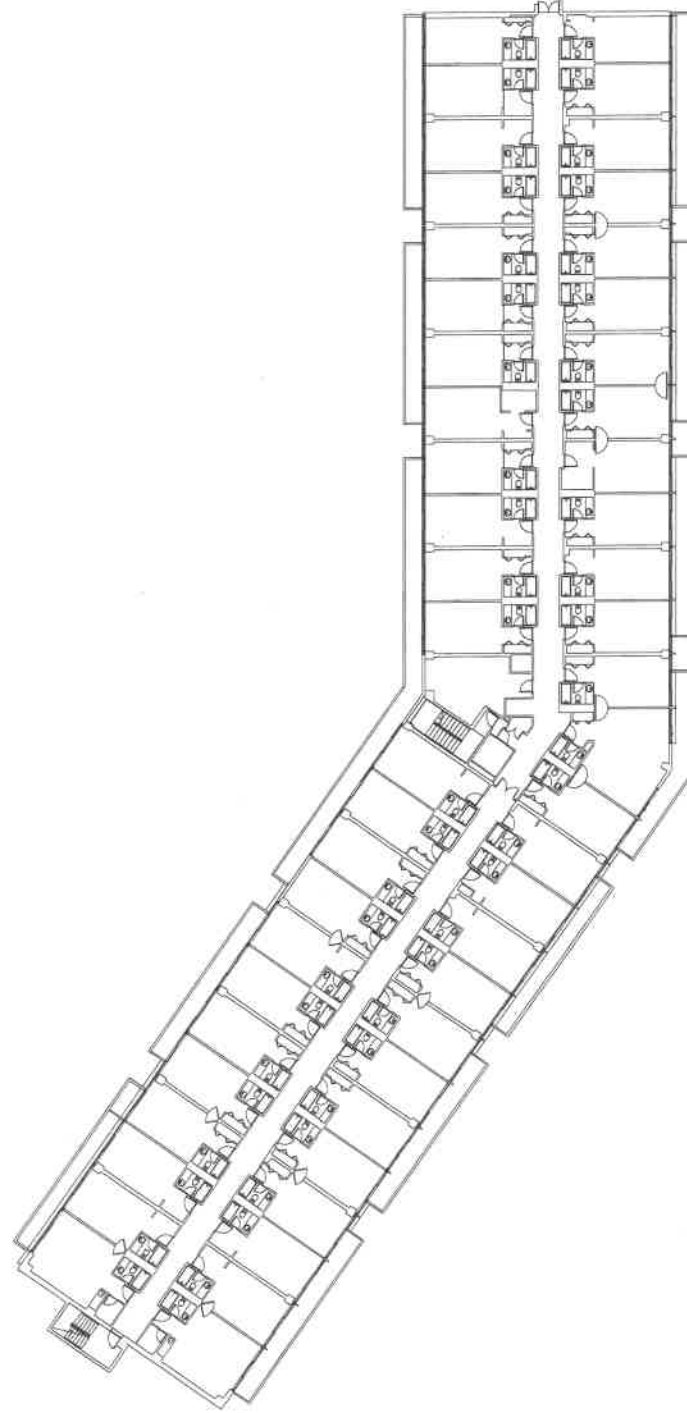
Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

Scale $3/32" = 1'-0"$ 

① 24. $F_{\text{max}} = 1.2 \times 10^3 \text{ N}$



CUSTOM: MLG Architects



© 2022 MLG Architects

MLG Architects
Legends Resort &
Country Club
FIFTH FLOOR
PLAN

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker
A5	
Scale	3/32" = 1'-0"

90 61 81 9202-00-11

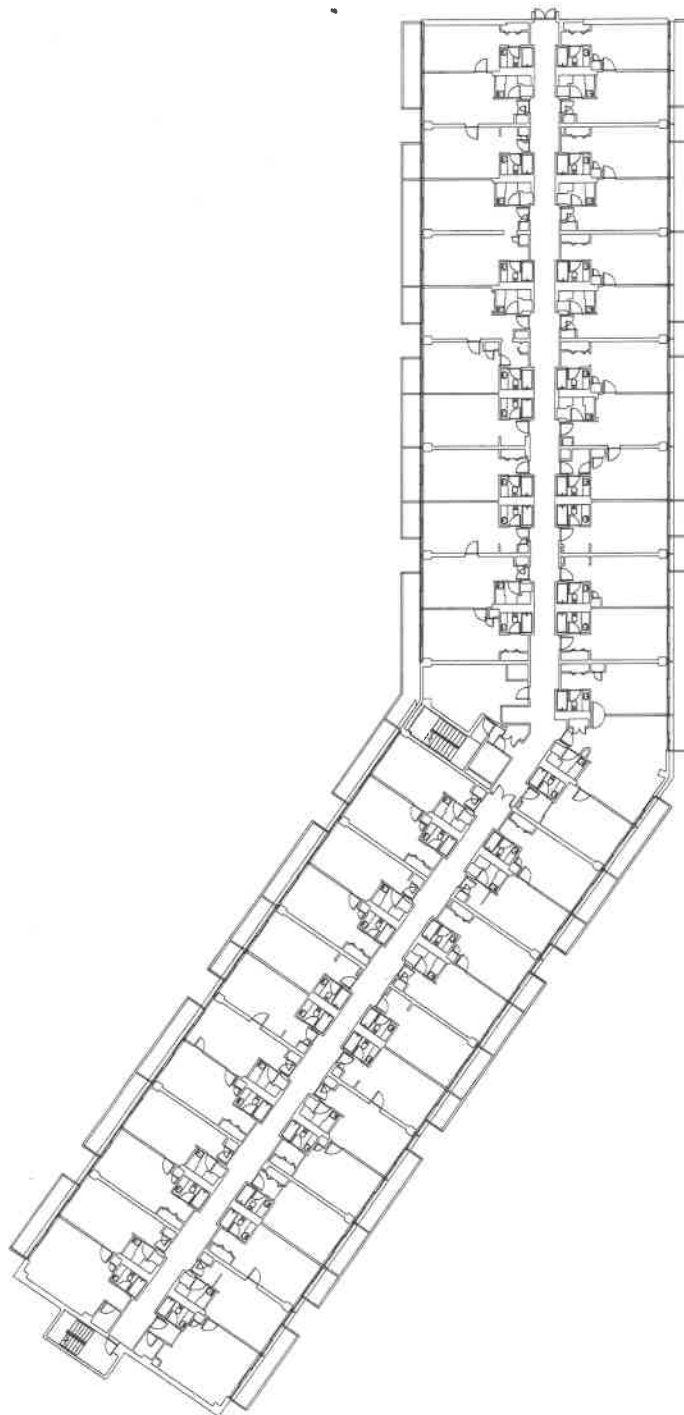
[illegible]

MLG Architects
**Legends Resort &
Country Club**

SIXTH FLOOR
PLAN

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

A6

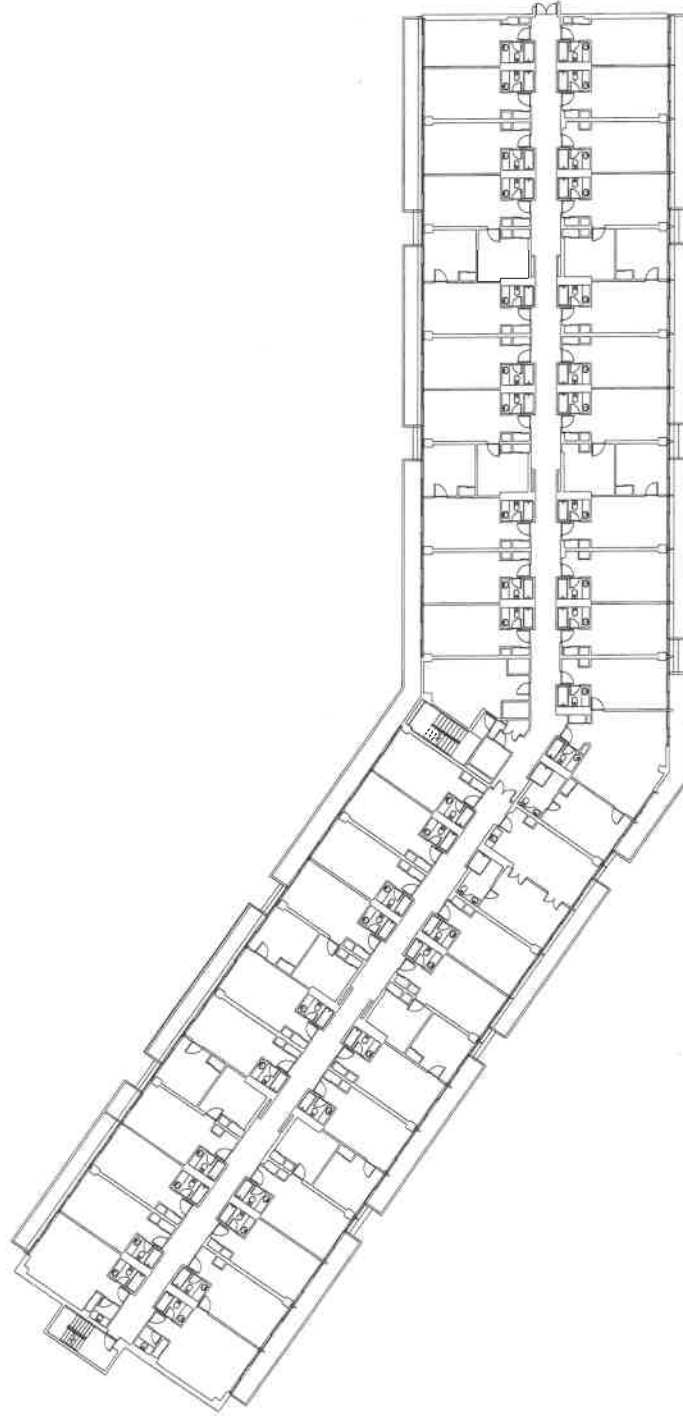
 $3/32'' = 1'-0''$ 

1 08. Sixth Floor Level West Wing
37.2' x 17.0'

[illegible]

SEVENTH FLOOR
PLAN

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

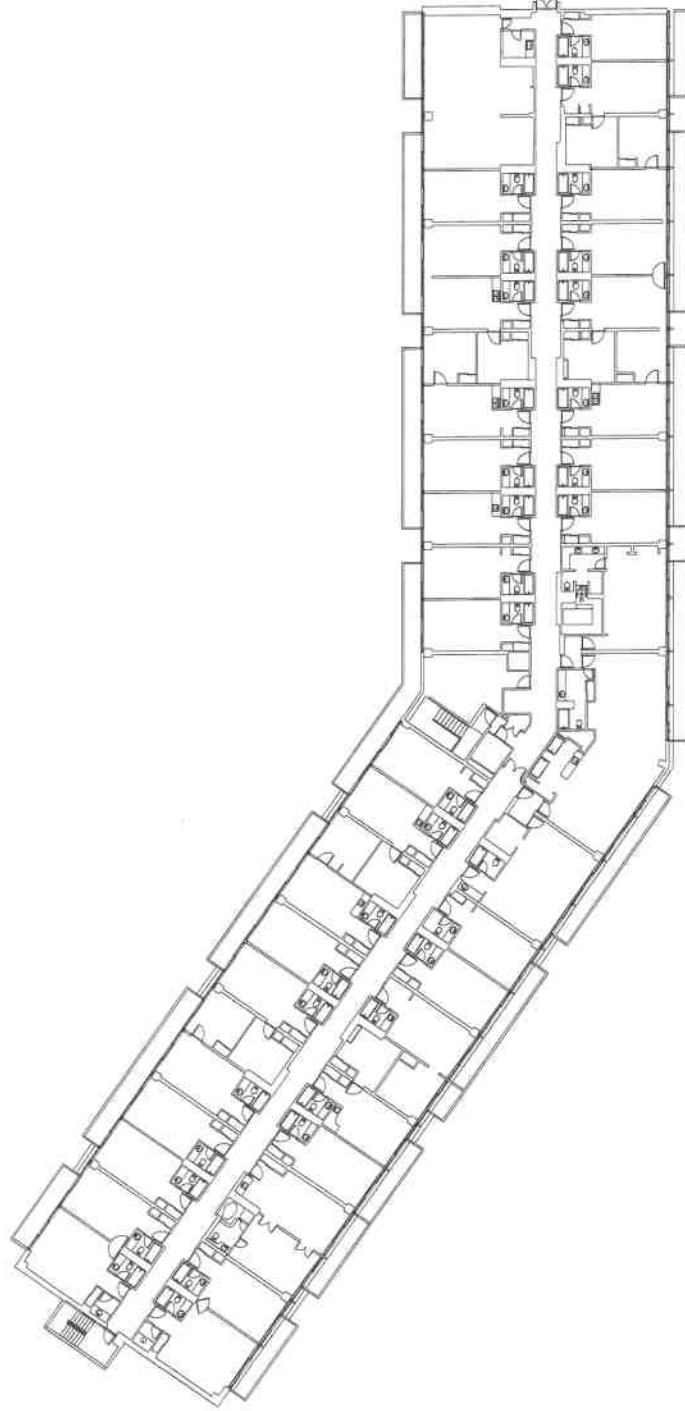
Scale $3/32'' = 1'-0''$ 

① 07_Station Field on West side
302° = 1-2°

[illegible]

**EIGHTH FLOOR
PLAN**

Scale

$$3/32'' = 1'-0''$$


① ② ③ ④ ⑤ ⑥ ⑦ ⑧ ⑨ ⑩ ⑪ ⑫ ⑬ ⑭ ⑮ ⑯ ⑰ ⑱ ⑲ ⑳ ㉑ ㉒ ㉓ ㉔ ㉕ ㉖ ㉗ ㉘ ㉙ ㉚ ㉛ ㉜ ㉝ ㉞ ㉟ ㊱ ㊲ ㊳ ㊴ ㊵ ㊶ ㊷ ㊸ ㊹ ㊺ ㊻ ㊼ ㊽ ㊾ ㊿

TOWNSHIP OF VERNON

ORDINANCE #26-20

**AN ORDINANCE PROVIDING FOR THE VACATION OF A PUBLIC STREET
KNOWN AS WARREN DRIVE OR PART THEREOF, PURSUANT TO N.J.S.A.
40:49-6, N.J.S.A. 40:67-1, N.J.S.A. 40:67-2, N.J.S.A. 40:67-19 AND N.J.S.A. 40:67-21
AND RELEASING AND EXTINGUISHING ANY PUBLIC RIGHT THEREIN**

WHEREAS, the Township Council of the Township of Vernon previously authorized and/or accepted, or there was otherwise dedicated to public use, a public street or paper street known as Warren Drive in the Township of Vernon, County of Sussex, State of New Jersey; and

WHEREAS, a portion of Warren Drive as more particularly described in the attached **SCHEDULE A** (the "Vacated Portion"), is no longer needed for public purposes, is not open to the public for vehicular traffic, is not publicly maintained as a street, serves no public purpose, and requires unwarranted Township maintenance costs; and

WHEREAS, because the Vacated Portion is neither open to the public for purposes of vehicular traffic nor publicly maintained as a street, this vacation ordinance is not subject to review by the Commissioner of the New Jersey Department of Transportation with regard to the traffic regulations thereon pursuant to N.J.S.A. 39:4-8; and

WHEREAS, N.J.S.A. 40:67-1(b) and N.J.S.A. 40:67-19 empower the governing body of a municipality to make, amend, repeal and enforce ordinances to vacate any public street, including the vacation of any portion of any public street, and to vacate any street, or any part thereof, dedicated to public use but not accepted by the municipality, whether or not the same, or any part, has been actually opened or improved; and

WHEREAS, the public right-of-way to be vacated shall revert to the owner(s) of the adjacent properties, to be identified by Block and Lot on the Official Tax Map of the Township of Vernon and set forth in **SCHEDULE A**, and shall merge, consolidate with, and become a part of said adjacent properties; and

WHEREAS, the Township Council of the Township of Vernon determines that the Vacated Portion of Warren Drive is no longer needed for public purposes and finds it to be in the best interests of the Township and its citizenry to vacate the public right-of-way, with the Township's property interests reverting to the owner(s) of the adjacent lots; and

WHEREAS, the Mayor has directed that the Township Attorney and Township Engineer prepare the necessary metes-and-bounds description, deeds, and recording instruments so that the vacation may be completed and recorded without further delay.

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

Section 1. Vacation.

1. The portion of Warren Drive designated and described in the attached **SCHEDULE A** is hereby vacated and the public's right therein is released and extinguished, except for all rights and privileges possessed by public utilities, as defined in N.J.S.A. 48:2-13, and/or cable television companies, as defined in the Cable Television Act, N.J.S.A. 48:5A-1 et seq., to maintain, repair, and replace existing facilities in, adjacent to, over or under the said right-of-way, which rights are hereby reserved and excepted pursuant to N.J.S.A. 40:67-1.
 2. The Vacated Portion described in **SCHEDULE A** shall revert to the owner(s) of, and shall merge, consolidate with, and become a part of, the adjacent properties identified in **SCHEDULE B** on the Official Tax Map of the Township of Vernon, to the centerline or as otherwise shown on the metes-and-bounds description prepared by the Township Engineer or a New Jersey licensed land surveyor.
 3. After being introduced and having passed a first reading, this Ordinance shall be published at least once not less than ten (10) days prior to the time fixed for further consideration for final passage.
 4. At least one (1) week prior to the time fixed for further consideration of this Ordinance for final passage, a copy thereof, together with notice of its introduction and the time and place when and where the Ordinance will be further considered for final passage, shall be mailed to every person whose lands may be affected hereby so far as may be ascertained. The Township Clerk shall mail said notice in accordance with N.J.S.A. 40:49-6. In addition, at least seven (7) days prior to the time fixed for consideration of this Ordinance for final passage, a copy of this Ordinance, together with a notice of its introduction and the time and place when and where the Ordinance will be further considered for final passage, shall be given by the Township Clerk to the owners of all real property, as shown on the current tax map duplicates, located within 200 feet in all directions of the Vacated Portion.
 5. Within sixty (60) days of the effective date of this Ordinance the Township Clerk shall file a copy, certified by her under the seal of the Township to be a true copy, together with proof of publication thereof, in the Office of the Sussex County Clerk in accordance with N.J.S.A. 40:67-21, to be recorded in a book entitled "Vacations."
 6. The Mayor and Township Clerk are authorized and directed to execute Deeds by conveying the Vacated Portion described in **SCHEDULE A** to the owner of the adjacent property identified in **SCHEDULE B**, together with any other instruments reasonably required to complete and record the vacation. The form of Deed shall be prepared or approved by the Township Attorney. The cost of preparation of the metes-and-bounds description, deeds, and recording shall be paid from escrow posted by the requesting property owner, or as otherwise directed by the Mayor.
 7. After introduction, this Ordinance shall be referred to the Vernon Township Land Use Board for review and comment pursuant to N.J.S.A. 40:55D-26, -32, and -33, since vacation of a public street or portion
-

thereof constitutes a change to the official map of the Township of Vernon and the closing of a public street, albeit a paper or unimproved street.

Section 2. Severability.

If any part of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of the Ordinance. Any Ordinance or portion thereof that may be inconsistent with this Ordinance is hereby repealed to the extent of the inconsistency.

Section 3. Repealer.

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

Section 4. Effective Date.

This Ordinance shall take effect upon final passage and publication as provided by law, and upon recording of this Ordinance with the Sussex County Clerk's Office pursuant to N.J.S.A. 40:67-21.

SCHEDULE A

LEGAL DESCRIPTION AND TAX MAP DEPICTION

Description of the portion of Warren Drive to be vacated:

The Vacated Portion is generally located in the vicinity of Block 395, Lot 6 and Block 390, Lot 13, as shown on the Official Tax Map of the Township of Vernon, Sussex County, New Jersey, and is depicted on the tax map excerpt / survey attached hereto.

Adjacent properties to which the vacated right-of-way shall revert:

- Block 395, Lot 6, R&R Commerce, 2-8 Commerce St, Vernon Township, New Jersey 07462



Lawrence A. Calli, Esq. (NJ, ME, PA & NY) – larry@callilawllc.com
Simone D. Calli, Esq. (NJ, ME, PA) – simone@callilawllc.com
Angelique N. Koutsavlis, Esq. (NJ) – kiki@callilawllc.com

ATTORNEYS AT LAW

973-291-8102
www.callilawllc.com

RECEIVED

JUN 16 2026

Township Clerk

6.15.26

UPS

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

ATTN: Marcy Gianattasio, Township Clerk, on behalf of Governing Body

Re: **R&R Commerce – Road Vacation Request**
#2-8 Commerce Street
Block 395, Lot 6

Dear Mayor and Council Members:

Please be advised, this firm is counsel to R&R Commerce ("Applicant"), owner of the above-referenced property ("Property"), which is proposed for the development of a self-storage facility ("Proposed Development") and also the owner of the abutting lot (Block 390, Lot 13) ("Abutting Property"), located to the east of the Property, and immediately beyond the terminal extension of Warren Drive.

The Property and Abutting Property are bisected at the terminus of Warren Drive, north of its intersection with Commerce Street, as you will note from the attached plan sheet prepared by Dykstra Walker Design Group, dated 6.10.26, entitled "Right of way Vacation Exhibit" and accompanying metes and bounds description of the area proposed to be vacated, also prepared by Dykstra Walker Design Group, of same date.

There is an approximate 12,629 sf area of Warren Drive that, if vacated, would permit for a more comprehensive and complete programming for the Proposed Development to be implemented. The Applicant respectfully submits it would be advantageous to both the Township and Applicant to coordinate the Township's vacation of its rights, title and interest in the limited portions of land identified. The subject land has limited value and pragmatic use to the Township, with the better opportunity for adaptive reuse being the inclusion of same into the Applicant owned Property and Abutting Property, in conjunction with the Proposed Development, which is intended to be in line with the Township Land Use Code standards applicable to the zone.

Should same be accomplished, and to the extent necessary, the Applicant will grant any necessary utility easement rights over the to-be-vacated land.

Accordingly, we respectfully request that the Township consider the prospective vacation, and, if pursued, thereafter the preparation / adoption of an ordinance memorializing the vacation, such that a document confirming said vacation may be recorded in the County land records.

170 E. Main Street, Suite 101, Rockaway, NJ 07866
www.callilawllc.com
973-291-8102 (phone)
973-763-9065 (fax)

Calli Law, LLC

June 15, 2026

We appreciate your attention to this matter.

If you should require additional information, please do not hesitate to contact the undersigned.

Very truly yours,

Lawrence A. Calli, Esq.
Lawrence A. Calli, Esq.

Cc: Via Email

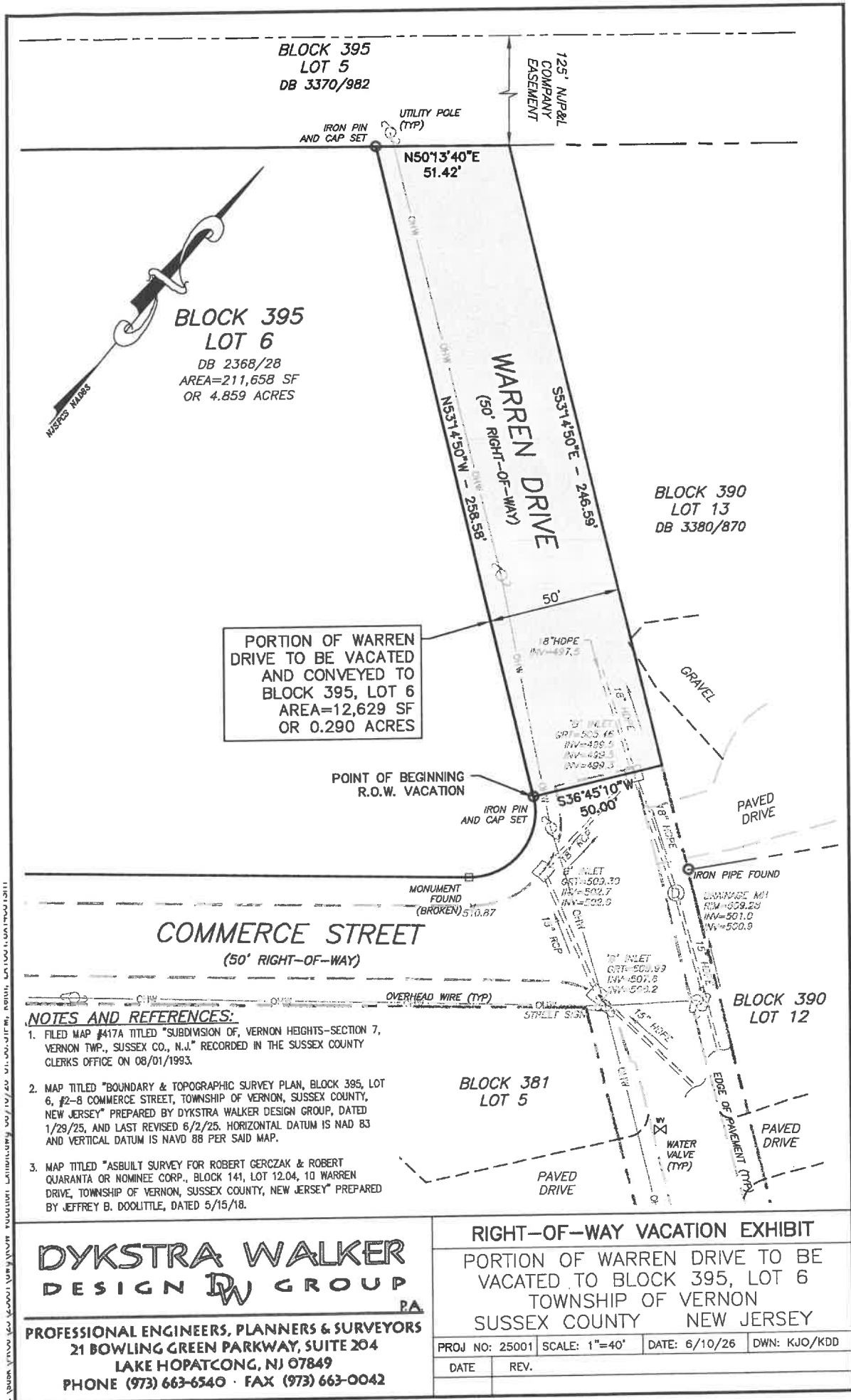
Applicant Team

Jessica Caldwell, PP, Township Planner

Cory Stoner, PE, Township Engineer

Glenn Kienz, Esq., Township Land Use Board Counsel

Kimberley Decker, Township Land Use Board Administrator



June 10, 2026

Project No. 25001

**DESCRIPTION OF PORTION OF WARREN DRIVE TO BE VACATED
AND CONVEYED TO LOT 6 - BLOCK 395
TOWNSHIP OF VERNON, SUSSEX COUNTY, NEW JERSEY**

Beginning at an iron pin and cap set at the point of intersection of the northwesterly right-of-way line of Commerce Street (50' right-of-way) with the southwesterly right-of-way line of Warren Drive (50' right-of-way), running, thence;

1. N 53°14'50" W, 258.58 feet along Lot 6, Block 395 to an iron pin and cap set, thence;
2. N 50°13'40" E, 51.42 feet along Lot 5, Block 695, thence;
3. S 53°14'50" E, 246.59 feet along Lot 13, Block 390, thence;
4. S 36°45'10" W, 50.00 feet across the Warren Drive right-of-way to the point or place of beginning.

Containing 12,629 square feet or 0.290 acres of land, more or less.

Subject to any easements or restrictions that may exist.

Warren Street as shown on Filed Map #417A titled "Subdivision of Vernon Heights-Section 7, Vernon Twp., Sussex Co., NJ", recorded in the Sussex County Clerk's Office on 8/1/1983.

The above description is based on maps prepared by Dyckstra Walker Design Group titled "Boundary and Topographic Survey Plan, Block 395, Lot 6, #2-8 Commerce Street, Township of Vernon, Sussex County, New Jersey", last revised 6/2/25, and attached exhibit map titled "Right-Of-Way Vacation Exhibit, Portion of Warren Drive to be Vacated to Block 395, Lot 6, Township of Vernon, Sussex County, New Jersey" dated 6/10/26. Bearings are in accordance with New Jersey State Plane Coordinate System NAD 83 per said maps.


Kenneth D. Dyckstra, Professional Land Surveyor
New Jersey License No. 24GB03297200

TOWNSHIP OF VERNON

ORDINANCE #26-21

**AN ORDINANCE OF THE TOWNSHIP OF VERNON,
COUNTY OF SUSSEX AND STATE OF NEW JERSEY, AMENDING AND
SUPPLEMENTING CHAPTER 509, "TAXATION," OF THE TOWNSHIP CODE TO
ESTABLISH ARTICLE III, "100% DISABLED VETERAN TAX REFUNDS"**

WHEREAS, pursuant to N.J.S.A. 54:4-3.30, the dwelling house and the lot whereupon the same is erected, of any citizen and resident of this State, honorably discharged or released under honorable circumstances, from active service, in time of war, in any branch of the Armed Forces of the United States, who has been or shall be declared by the United States Veterans Administration or its successor to have a service-connected disability declared by the United States Veterans Administration or its successor to be a total or 100 percent permanent disability, and not so evaluated solely because of hospitalization or surgery and recuperation, sustained through enemy action, or accident, or resulting from disease contracted while in such active service, shall be exempt from taxation on proper claim made therefor; and

WHEREAS, pursuant to N.J.S.A. 54:4-3.31, upon review and approval of the required documentation by the municipal tax assessor, the assessor shall allow said exemption from taxation for the tax year in which the claim was filed; and

WHEREAS, pursuant to N.J.S.A. 54:4-3.32, the governing body of each municipality, by appropriate resolution, may return all taxes collected on property from prior years which would have been exempt had proper claim been timely made in writing; and

WHEREAS, the statutory intent to grant discretion to the governing body of every municipality has been affirmed by court decisions that have held that a municipality has discretion to grant or deny a taxpayer a retroactive refund of property taxes that has been paid from the effective date of the disability as determined by the United States Department of Veterans Affairs as set forth in N.J.S.A. 54:4-3.32; and

WHEREAS, the Township Council desires to establish a formal policy providing that a retroactive refund of property taxes as set forth in N.J.S.A. 54:4-3.32 shall be limited to the current year of the submission of a proper claim to the tax assessor as required by N.J.S.A. 54:4-30.

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

SECTION 1

Chapter 509, "Taxation," of the Code of the Township of Vernon is hereby amended and supplemented to establish Article III, "100% Disabled Veteran Tax Refunds" which shall read in its entirety as follows:

ARTICLE III 100% Disabled Veteran Tax Refunds

§ 509-22 Property Tax Refunds.

~~A refund of property taxes pursuant to N.J.S.A. 54:4-3.32 shall be granted provided that the applicant submits a complete application to the tax assessor as required by N.J.S.A. 54:4-3.30. A retroactive refund of property taxes as set forth in N.J.S.A. 54:4-3.32 shall be limited to the effective date listed in the letter received by the Tax Assessor from the United States Department of Veterans Affairs up to a maximum of four tax quarters (1 year) as required by N.J.S.A. 54:4-3.30.~~

A refund of property taxes pursuant to N.J.S.A. 54:4-3.32 shall be granted, provided that the applicant submits a complete application to the Tax Assessor as required by N.J.S.A. 54:4-3.30. The refund of taxes may be granted retroactively only to the date that the complete application was submitted to the Tax Assessor.

No refunds shall be authorized under this section for any year, or portion thereof, prior to the year in which this ordinance took effect.

SECTION 2

All Ordinances of the Township of Vernon that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 3

If any 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.

SECTION 4

This ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

TOWNSHIP OF VERNON

ORDINANCE #26-19

**AN ORDINANCE OF THE TOWNSHIP OF VERNON,
COUNTY OF SUSSEX, STATE OF NEW JERSEY,
REGULATING AND PROHIBITING THE RENTAL OF
PRIVATE RESIDENTIAL SWIMMING POOLS.**

WHEREAS, the Township Council of the Township of Vernon has determined that the short-term rental of private residential swimming pools on an hourly, daily, weekly, or seasonal basis can create adverse impacts on surrounding residential neighborhoods, including increased traffic, noise, parking congestion, and potential safety concerns; and

WHEREAS, the Township currently lacks a specific ordinance addressing the rental of private residential swimming pools; and

WHEREAS, it is in the interest of the public health, safety, and general welfare of the residents of the Township of Vernon to regulate and prohibit such rentals;

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

“SECTION 1. Purpose.

The purpose of this Ordinance is to regulate, control, and prohibit the rental of private indoor and outdoor swimming pools located on residential properties within the Township of Vernon in order to protect the public health, safety, and welfare of the Township’s residents and to preserve the residential character of neighborhoods.

SECTION 2. Definitions.

As used in this article, the following terms shall have the meanings indicated.

ADVERTISE OR ADVERTISING - Any form of solicitation, promotion, and communication for marketing, used to solicit, encourage, persuade, or manipulate viewers, readers, or listeners into contracting for goods and/or services in violation of this article, as same may be viewed through various media, including, but not limited to, newspapers, magazines, flyers, handbills, pamphlets, commercials, radio, direct mail, internet websites, or text or other electronic messages for the purpose of establishing occupancies or uses of rental property for consideration which are prohibited by this article.

CONSIDERATION - Soliciting, charging, demanding, receiving or accepting any legally recognized form of consideration including a promise or benefit, a quid pro quo, rent, fees, other form of payment, or thing of value.

EXEMPTION PROPERTY - Hotel, field club, commercial establishments and rental of home.

OWNER - Any person(s) or entity(ies), association, trust, fiduciary, limited liability company, corporation or partnership, or any combination who legally use, possess, own, lease, sublease or license (including an operator, principal, shareholder, director, agent, or employee, individually or collectively) that has charge, care, control, or participates in the expenses and/or profit of a dwelling unit pursuant to a written or unwritten agreement, rental, lease, license, use, occupancy agreement or any other agreement.

PERSON - An individual, firm, corporation, association, partnership, limited liability company, association, entity, and any person(s) and/or entity(ies) acting in concert or any combination thereof.

A. It shall be unlawful for an owner, lessor, sublessor, any other person(s) with possessory or use right(s) to offer or obtain actual or anticipated consideration for soliciting, advertising, offering and/or permitting, allowing or failure to discontinue the use of a private indoor and outdoor swimming pool on an hourly, daily, weekly or seasonal basis. Swim clubs, field clubs, hotel and like facilities are hereby exempt from this prohibition. The use of a pool by the tenant of a residential rental dwelling is permitted; however, the pool may not be rented to third parties.

SECTION 3. Advertising prohibited.

It shall be unlawful to advertise, solicit or promote by any means actions in violation of this article.

SECTION 4. Enforcement; violations and penalties.

A. The provisions of this article shall be enforced by the Code Official or Police Department, as their jurisdiction may arise, including legal counsel for the Township or other persons designated by the Council to issue municipal civil infractions directing alleged violators of this article to appear in court or file civil complaints.

B. A violation of this article is hereby declared to be a public nuisance, a nuisance per se, and is hereby further found and declared to be offensive to the public health, safety and welfare.

C. Any person found to have violated any provision of this article, without regard to intent or knowledge shall be liable for the maximum civil penalty, upon adjudicated violation or admission of a fine not exceeding \$1,250. Each day of such violation shall be a new and separate violation of this article.

D. The penalty imposed herein shall be in addition to any and all other remedies that may accrue under any other law, including, but not limited to, eviction proceedings, and/or injunction, reasonable attorney's fees or other fees and costs in the Township's Municipal Court or the Superior Court of New Jersey, Sussex County, or in such other court or tribunal of competent jurisdiction, by either summary disposition or by zoning or construction code municipal proceeding."

SECTION 5. All other Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency. This section is not intended to alter the current or later enacted amendments to the Township's Zoning Code.

SECTION 6. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and

effective. This article is not intended to alter the current or later enacted amendments to the Township's Zoning Code.

SECTION 7. This Ordinance shall take effect upon its passage and publication according to law.

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the special meeting of the Township Council held on September 14, 2026 and the same came up for final passage and was adopted at the meeting of the Township Council held on September 28, 2026 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

Marcy Gianattasio, Clerk
Township of Vernon

Anthony Rossi, Mayor

Township of Vernon

INTRODUCED: September 14, 2026

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Contino C.		X	X			
Ooms S.			X			
Rizzuto R.			X			
Sparta, B.	X		X			
Higgins W.			X			

ADOPTED:

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Contino C.						
Ooms S.						
Rizzuto P.						
Sparta, B.						
Higgins W.						