



**VERNON TOWNSHIP COUNCIL
MEETING AGENDA
MARCH 27, 2023 AT 7:00 PM**

1. CALL TO ORDER

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

3. SALUTE TO THE FLAG

4. ROLL CALL

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

6. ITEM FOR DISCUSSION

Daniel's Law – Redaction of Minutes
Repositioning of Video Screen

7. REVIEW OF BILLS LIST

8. APPROVAL OF MUNUTES

February 6, 2023 – Special Meeting
February 27, 2023 Regular Meeting
March 9, 2023 – Special Budget Hearings
March 13, 2023 – Executive Session
March 13, 2023 – Regular Meeting

9. CONSENT AGENDA

Resolution #23-93: Resolution Accepting the Completion of Road Improvements Project to Barrett Road & Glenwood Mountain Road

Resolution #23-94: Resolution to Award HVAC Maintenance Services Contract to Airgroup, LLC HVAC Maintenance Company for Bids 22-05/22R-05

Resolution #23-95: Authorizing Change Order #2 of Contract for Proposed Improvements of Milling & Paving of Barrett Road and Glenwood Mountain Road with Riverview Paving, Inc.

Resolution #23-96: Authorizing Change Order #2 of Contract for Proposed Improvements of Old Coach Road & Pleasant Valley Road within Vernon Township with Tilcon New York, LLC

Resolution #23-97: A Resolution in Support of Bill No. S3732 Regarding Supplemental State Aid for Certain School Districts

Resolution #23-98: Resolution Appointment to the Vernon Township Municipal Utility Authority

Resolution #23-99: Resolution Requesting Acceptance of \$12,337.00 with Township Cash Match of \$3084.25 for Recreational Opportunities for Individuals with Disabilities Grant

Resolution #23-100: Governing Body Certification of Compliance with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under the Title VII of the Civil Rights Acts of 1964"

10. INTRODUCTION OF THE 2023 MUNICIPAL BUDGET

Resolution #23-101 Introduction of the 2023 Municipal Budget

11. INTRODUCTION OF ORDINANCES

Ordinance #23-10: Capital Ordinance Providing for Fire Department Apparatus by the Township of Vernon, in the County of Sussex, New Jersey, Appropriating Therefore the Sum of \$340,000.00 and Providing that Such Sum so Appropriated Shall be Raised from the Capital Improvement Fund of the Township.

Ordinance #23-11: Ordinance of the Township of Vernon, County of Sussex, State of New Jersey, Supplementing Chapter 5, Article II Entitles "Mayor and Council" to Make Meeting Minutes Compliant with Daniel's Law

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

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

13. MAYOR COMMENTS

14. COUNCIL COMMENTS

15. COUNCIL PRESIDENT COMMENTS

16. ADJOURNMENT

Range of Checking Accts: First to Last Range of Check Dates: 03/09/23 to 03/22/23
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING			
59450	03/16/23	AAAEM005 AAA EMERGENCY SUPPLY CO. INC.			429
23-00266		VFD Camera Replacement	719.00		
59451	03/16/23	ACMEM005 ACME MARKETS, INC			429
23-00089		SC Program Supplies	7.99		
59452	03/16/23	ALIC005 ALICIA SAAVEDRA FERRANTE, ESQ,			429
23-00024		Prosecutor Services 2023	2,375.00		
59453	03/16/23	ALPHA010 ALPHA STAMP & ENGRAVING CO.			429
23-00206		Plaques Furrey & Shortway	116.00		
59454	03/16/23	AMAZO005 AMAZON.COM LLC			429
23-00091		SC Program Supplies	102.01		
23-00102		Rec Program Supplies	26.90		
23-00275		Admin Office Supplies	133.78		
23-00396		Office Supplies	19.95		
			282.64		
59455	03/16/23	ARKEL005 ARKEL MOTORS INC			429
23-00290		Parts to repair trucks	3,588.89		
59456	03/16/23	ARROW005 ARROW FIRE PROTECTION			429
23-00406		EMERG-SYSTEM TRIP WATER LINE	931.29		
59457	03/16/23	BASSA005 BASSANI POWER EQUIPMENT			429
23-00146		Air Filter/Starter Rope	43.18		
59458	03/16/23	BESTR005 BEST RACING SYSTEMS			429
23-00104		Snowshoe Event Timer	812.72		
59459	03/16/23	CANNI005 THE CANNING GROUP LLC			429
23-00023		QPA Services 2023	625.00		
59460	03/16/23	CLUTC005 DOVER BRAKE & CLUTCH			429
23-00138		Auto Supplies	676.68		
59461	03/16/23	COPYC005 COPY CENTER OF VERNON LLC			429
23-00388		Council Business Cards	100.00		
59462	03/16/23	COUNT065 COUNTY OF SUSSEX			429
23-00453		4th qtr 2022 health insurance	12,626.30		
59463	03/16/23	CRAIG015 CRAIG THOMPSON			429
22-01651		Vacant Property Refund	731.58		
59464	03/16/23	CRYST005 CRYSTAL MOUNTAIN SPRINGS			429
23-00063		WATER COOLER SERVICE	205.70		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
59465	03/16/23	EDMUN005 EDMUNDS & ASSOCIATES, INC			429
23-00401		SOFTWARE MAINTENANCE 2023	8,408.67		
59466	03/16/23	ENTER020 ENTERPRISE FLEET MANAGMENT, INC			429
22-01327		Outfitting of Vehicle	48,802.00		
59467	03/16/23	FARMS020 POCHUCK VALLEY FARMS			429
23-00428		Dessert for St Patrick's Day	48.00		
59468	03/16/23	FASTE005 FASTENAL COMPANY			429
23-00157		Supplies	97.29		
59469	03/16/23	GENER010 ICC GENERAL CODE, INC.			429
23-00417		Annual Maintenance	1,195.00		
59470	03/16/23	GLENW030 GLENWOOD/POCHUCK AMB. CORP.			429
23-00437		Reimbursement Decmeber 2022	1,829.17		
59471	03/16/23	GOLDE020 GOLDENBERG, MACKLER & SAYEGH,			429
23-00422		Legal - Sale of Twp Property	195.00		
59472	03/16/23	HAMPT005 HAMPTON RV SALES, INC.			429
23-00407		2023 Carmate Model CM712ECV-HD	9,995.00		
59473	03/16/23	HAROL005 HAROLD E PELLOW AND ASSOC, INC			429
22-00067		Blanket PO LUB Engineer 2022	156.76		
59474	03/16/23	HHAUT005 H & H AUTO PARTS OF VERNON			429
23-00114		Repair Supplies	820.35		
23-00121		Auto Parts	876.18		
			<u>1,696.53</u>		
59475	03/16/23	HIGHL025 HIGHLAND LAKES VOLUNTEER FIRE			429
23-00413		Fire Dept Reimbursements Feb23	3,618.19		
59476	03/16/23	INFOR005 INFORMATION PROFESSIONALS INC			429
23-00088		E WORKS	900.00		
59477	03/16/23	INSTI005 INSTITUTE FOR FORENSIC PSYCH			429
22-01560		New Hire Psych	525.00		
59478	03/16/23	INTER035 INTERNATIONAL CODE COUNCIL, IN			429
22-01358		Code	1,689.30		
59479	03/16/23	JACKD005 JACK DOHENY COMPANIES INC			429
23-00390		EMERGENCY PARTS BASIN CLEANER	77.42		
59480	03/16/23	JCALD005 J. CALDWELL & ASSOCIATES LLC			429
23-00115		LUB Business Planner	770.00		
23-00435		Planner Septic-water Use Plans	15,210.00		
			<u>15,980.00</u>		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description			Contract	
10-001		GENERAL/CENTRAL CHECKING	Continued		
59481	03/16/23	JOHNS020 JOHNNY ON THE SPOT DBA UNITED			429
	23-00103	Porta Potty Rentals	299.88		
59482	03/16/23	KONIC005 KONICA MINOLTA BUSINESS SOLUTI			429
	22-00097	Municipal Copier Lease	861.79		
	23-00217	Municipal Copier Leases 2023	1,427.57		
			<u>2,289.36</u>		
59483	03/16/23	KOUMA005 RONALD KOUMARAS			429
	23-00246	DRE Membership	50.00		
59484	03/16/23	MARKA005 MARK & ANNMARIE ZAREMBA			429
	23-00421	TAX REFUND OVERPAYMENT	4,653.48		
59485	03/16/23	MCAA005 MCAA OF NJ			429
	23-00308	MCAA of NJ	50.00		
59486	03/16/23	MCAFE010 MC AFEE HARDWARE CO., INC.			429
	23-00028	Building Supplies	20.82		
	23-00126	Supplies	76.53		
			<u>97.35</u>		
59487	03/16/23	MUNCO005 MUNCO OF NEW JERSEY			429
	23-00384	MEMBERSHIP	75.00		
59488	03/16/23	NORTH015 NORTH EAST PARTS GROUP LLC			429
	23-00130	Auto Supplies	1,017.79		
	23-00131	Auto Supplies	172.94		
			<u>1,190.73</u>		
59489	03/16/23	OPDYK005 OPDYKE'S SALES & SERVICE			429
	23-00132	Born/Fitting	209.62		
59490	03/16/23	OPTIM005 Optimum			429
	23-00433	DPW & Sr Ctr Cable Services	34.85		
59491	03/16/23	OTISE005 OTIS ELEVATOR COMPANY			429
	23-00084	ELEVATOR SERVICE	200.00		
59492	03/16/23	PRIME005 PRIMEPOINT LLC			429
	23-00325	INVOICES	716.25		
59493	03/16/23	RESID010 RESIDUALS MANAGEMENT SERVICES,			429
	23-00199	Pumping Trap	236.01		
59494	03/16/23	ROUTE005 ROUTE 23 AUTO MALL LLC			429
	23-00133	Muffler/Filter	1,219.38		
	23-00134	Auto Supplies	803.67		
			<u>2,023.05</u>		
59495	03/16/23	RSPHI005 R.S.PHILLIPS STEEL, LLC			429
	23-00184	Cutting & Bending	77.40		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
59496	03/16/23	SCIAL010 MATTHEW SCIALLA			429
	23-00408	BOOT REIMBURSEMENT	150.00		
	23-00410	TOOL REIMBURSEMENT	500.00		
			<u>650.00</u>		
59497	03/16/23	SELEC005 SERVICELINK FIELD SERVICES			429
	23-00397	Vacant Property Refund	1,500.00		
59498	03/16/23	SHIIN005 SHI INTERNATIONAL CORP			429
	23-00399	Adobe Acrobat	375.00		
59499	03/16/23	SPACE005 SPACE WILD ANIMAL FARM INC			429
	23-00066	DEER CARCASS REMOVAL	87.00		
59500	03/16/23	SSWOR005 S & S WORLDWIDE, INC			429
	23-00258	Rec Program Supplies	121.38		
59501	03/16/23	STONE010 STONEHILL PROPERTY OWNERS ASSN			429
	20-01653	2019 KELLY BILL REIMBURSEMENT	28,835.29		
59502	03/16/23	SUSSE095 SUSSEX COUNTY M.U.A.			429
	23-00056	RECYCLING GLASS	163.20		
59503	03/16/23	TELEP005 WARWICK VALLEY TELEPHONE			429
	22-00047	Live Scan Finger Print	81.78		
	23-00440	Phone Serv Police Lines(997)	731.71		
			<u>813.49</u>		
59504	03/16/23	TILCO005 TILCON NEW YORK, INC			429
	23-00173	Asphalt	166.23		
59505	03/16/23	TLOLL005 TLO, LLC (TransUnion Risk)			429
	22-00041	Police- DB People Search	75.00		
59506	03/16/23	TREAS010 TREASURER, CHANGE FUND			429
	23-00458	additional change for POLICE	50.00		
59507	03/16/23	VERIZ005 VERIZON			429
	23-00439	Phone Service March 2023	121.73		
59508	03/16/23	VERIZ010 VERIZON WIRELESS			429
	23-00432	Municipal CellPhone Serv Feb23	1,052.51		
59509	03/16/23	VERIZ015 VERIZON WIRELESS			429
	22-00044	MDT Airtime Charges	444.45		
59510	03/16/23	VERNO120 VERNON TWP BOARD OF EDUCATION			429
	23-00444	Current Expense March 23	1,789,518.60		
59511	03/16/23	WEINE005 WEINER LAW GROUP LLP			429
	22-00066	Blanket PO for LUB Esq. 2022	746.50		

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
10-001		GENERAL/CENTRAL CHECKING	Continued	
59511		WEINER LAW GROUP LLP	Continued	
23-00116		Professional Services	56.50	
			803.00	
59512	03/16/23	WELLS050 WELLS FARGO VENDOR FINANCIAL		429
23-00027		Copier Lease Clerk Office	186.38	
Checking Account Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks: 63	0	1,956,221.54
		Direct Deposit: 0	0	0.00
		Total: 63	0	1,956,221.54
12-001		PLANNING/ZONING		
4516	03/13/23	HAROL005 HAROLD E PELLOW AND ASSOC, INC		428
23-00442		March 2023 lub payments	67.50	
4517	03/13/23	WEINE005 WEINER LAW GROUP LLP		428
23-00443		March 2023 lub payments	163.50	
Checking Account Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks: 2	0	231.00
		Direct Deposit: 0	0	0.00
		Total: 2	0	231.00
Report Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks: 65	0	1,956,452.54
		Direct Deposit: 0	0	0.00
		Total: 65	0	1,956,452.54

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	2-01	6,645.75	0.00	0.00	6,645.75
CURRENT FUND	3-01	1,842,847.20	2,231.58	29,030.29	1,874,109.07
CAPITAL FUND	C-04	48,682.00	0.00	0.00	48,682.00
ESCROW	E-12	231.00	0.00	0.00	231.00
GRANT FUND	G-02	25,205.00	0.00	0.00	25,205.00
OTHER TRUST	T-14	767.00	0.00	0.00	767.00
RECREATION TRUST	T-16	812.72	0.00	0.00	812.72
	Year Total:	1,579.72	0.00	0.00	1,579.72
Total of All Funds:		1,925,190.67	2,231.58	29,030.29	1,956,452.54

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Taxable Wages	Current	Qtr To Date	Year To Date
Federal Income	341,233.62	1,680,304.99	1,680,304.99
FICA - Social Security	374,970.40		
FICA - Medicare	374,970.40	1,848,350.10	1,848,350.10
State Income	399,271.85	1,969,636.70	1,969,636.70
State Unemployment	384,320.15	1,931,837.63	1,931,837.63
State FLI / DIS	394,094.58	1,941,971.94	1,941,971.94

Amount Your Account Will Be Debited: 152,030.70

	Employer Share	Employee Share	Total	ADS
Federal Taxes				
Federal Income Tax		40,768.14	40,768.14	*
Social Security 6.200% / 6.200%	23,248.12	23,248.12	46,496.24	*
Medicare 1.450% / 1.450%	5,437.08	5,437.08	10,874.16	*
Total Federal Taxes	28,685.20	69,453.34	98,138.54	
NJ State Taxes				
NJ State Income Tax		16,490.90	16,490.90	*
NJ Unemployment / 0.425%		1,633.33	1,633.33	*
NJ Family Leave / 0.060%		236.50	236.50	*
Total NJ State Taxes		18,360.73	18,360.73	
Public Employees Retirement System				
PERS Pension		12,863.43	12,863.43	*
PERS Back Deduction		77.53	77.53	*
PERS Pension Loan		2,857.84	2,857.84	*
PERS Pension Arrears		57.20	57.20	*
PERS Contributory Insurance		857.59	857.59	*
Total PERS Pension		16,713.59	16,713.59	
Police And Firemans Retirement System				
P&F Pension		16,173.77	16,173.77	*
P&F Pension Loan		2,644.07	2,644.07	*
Total P&F Pension		18,817.84	18,817.84	
DCRP Contribution				
DCRP Contribution	202.18	274.55	476.73	
Total DCRP Contribution	202.18	274.55	476.73	
Agency / Deductions				
Child Support		552.51	552.51	
Aflac Post Tax		201.22	201.22	
Trans Wo		510.00	510.00	
POL/FIRE		49.17	49.17	
Dues AFSCME D		487.83	487.83	
Dues UAW		332.80	332.80	
Valic 457		3,947.50	3,947.50	
Lincoln 457		400.00	400.00	
Dues PBA		800.00	800.00	
AFLAC Pre Tax		537.78	537.78	
FSA Dependent Care		195.00	195.00	
Medical Pre Tax		22,930.76	22,930.76	
FSA Medical		637.91	637.91	
Total Agency / Deductions		31,582.48	31,582.48	

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	Employer Share	Employee Share	Total	ADS
Net Pay				
Net Checks		15,055.58	15,055.58	
Net Deposits Checking		220,549.34	220,549.34	
Net Deposits Savings		1,764.63	1,764.63	
Partial Checking		5,025.00	5,025.00	
Partial Savings 1		1,650.00	1,650.00	
Partial Savings 2		270.00	270.00	
Total Net Pay		244,314.55	244,314.55	
Grand Totals				
Taxes, Pension, Agency, & Net Pay	28,887.38	399,517.08	428,404.46	
Payroll Funding				
Gross Payroll		399,517.08		
Total Payroll Funding	28,887.38	399,517.08	428,404.46	
Gross Earnings				
Regular		347,301.93	347,301.93	
Overtime		20,982.52	20,982.52	
Retro		743.75	743.75	
Rec Sec		75.00	75.00	
Sgnt Pay		535.72	535.72	
Sgnt Overtime		75.06	75.06	
Benefit		1,528.46	1,528.46	
Longevity		5,802.64	5,802.64	
Meals		720.00	720.00	
On Call		350.00	350.00	
Dispatch Lunch		480.50	480.50	
Outside		16,355.42	16,355.42	
Health Care Stipend		2,373.91	2,373.91	
Stipend		104.17	104.17	
Cell Phone		150.00	150.00	
Workers Compensation		1,938.00	1,938.00	
Total Gross Earnings		399,517.08	399,517.08	
Taxable / Non Taxable / Other				
Group Life		1,692.77	1,692.77	
Total Txbl/Non Taxable/Other		1,692.77	1,692.77	
Deductions Summary				
Total Taxes	28,685.20	87,814.07	116,499.27	
Total Pension		35,531.43	35,531.43	
Total DCRP	202.18	274.55	476.73	
Total Agency		31,582.48	31,582.48	
Total Deductions	28,887.38	155,202.53	184,089.91	

TOWNSHIP OF VERNON

RESOLUTION #23-93

RESOLUTION ACCEPTING THE COMPLETION OF ROAD IMPROVEMENTS PROJECT TO BARRETT ROAD & GLENWOOD MOUNTAIN ROAD

WHEREAS, the Township awarded contracts for the Road Improvement Project for Barrett Road and Glenwood Mountain Road to Riverview Paving, Denville Line Painting, and Road Safety Systems, LLC, and Campbell Foundry Co. awarded by Resolutions #21-213 & #21-214 on September 27, 2021; Resolutions #22-36 and #22-37 on January 10, 2022, and

WHEREAS, the Road Improvement Project for Barrett Road and Glenwood Mountain Road has been completed, and inspected as per the plans and specifications; and

WHEREAS, the Township Engineer has submitted a letter dated March 15, 2023 which states that the said contracts have been completed in full and that it is recommended that the Road Improvement Project for Various Streets be accepted by the Township Council.

NOW, THEREFORE BE IT RESOLVED, that the Vernon Township Council accept this project identified as Road Improvement Project for Barrett Road and Glenwood Mountain Road as final and complete; and

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on March 27, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS
Established 1969

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

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.
(512/2164 - 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.

March 15, 2023

VIA E-MAIL

MEMORANDUM TO: Mr. Howard Burrell, Vernon Township Mayor

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

SUBJECT: RECOMMENDATION TO ACCEPT PROJECT
Proposed Improvements to Barrett Road & Glenwood Mountain Road
HPA Nos. 21-118 & 21-165

Dear Mayor:

The above-referenced project has been fully completed, and I now recommend the project be accepted by the Township Council.

Once this project has been accepted, please notify this office so the final paperwork can be started and forwarded to Riverview Paving, Inc. The final paperwork for Denville Line Painting, Inc. was mailed to you on December 12, 2022, and the final paperwork for Road Safety Systems, LLC was mailed to you on December 7, 2022.

Very truly yours,

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

CLS:mac
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\21-118 - BARRETT ROAD (NJDOT) & 21-165 - GLENWOOD MOUNTAIN ROAD\BURRELL2.DOC

TOWNSHIP OF VERNON

RESOLUTION #23-94

**RESOLUTION TO AWARD HVAC MAINTENANCE SERVICES
CONTRACT TO AIRGROUP, LLC HVAC MAINTENANCE COMPANY
FOR BIDS 22-05/22R-05**

WHEREAS the Township of Vernon has a need for HVAC Maintenance Services for the daily operations of the Township; and

WHEREAS, the Township had sought to obtain a vendor through two (2) bids, 12-2022 and 12R-2022, on January 12, 2023 and February 8, 2023; and

WHEREAS the Township availed itself of the negotiations remedy under the New Jersey Local Publics Contract Law at N.J.S.A.40A:11-5(3), through Resolution #23-79 on February 27, 2023; and

WHEREAS, on March 9, 2023, the Township representatives engaged in negotiations with:
Air Systems Maintenance Inc.
TM Brennan Service Inc.
Pow/R/Sav Inc.
AirGroup Inc.

; and

WHEREAS the following responses were provided in response to negotiations and provided for the following response:

	Air Systems Maintenance Inc.	TM Brennan Service Inc	Pow/R/Sav Inc	AirGroup
YEAR 1	\$18,500.00		\$25,250.00	\$14,650.00
YEAR 2	\$19,400.00	No Proposal	\$26,960.00	\$15,675.00
TOTAL	\$37,900.00		\$52,210.00	\$30,325.00

; and

WHEREAS, it is determined that AirGroup Inc. is the lowest responsible bidder in accord with N.J.S.A.40A:11-4a; and

WHEREAS subject to the approval of future budgets the Chief Financial Officer certifies funding is available from Line Item: 3-01-26-310 and 4-01-26-310 subject to adoption of the 2023 and 2024 Municipal budgets.

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


AirGroup Inc., 1 Prince Road, Whippany NJ 07981 is hereby awarded the contract to provide for HVAC Maintenance services for a period of two (2) years in the amount of:

Year 1	\$14,650.00
Year 2	\$15,675.00
Total	\$30,325.00

in accord with the tenets as contained within bids 12-2022/ 12R-2022; and

BE IT FURTHER RESOLVED the Mayor is authorized to executive contract of award.

Certification of Funds
 Amount: \$14,650.00 Account:3-01-26-310
 Amount: \$15,675.00 Account: 4-01-26-310

CMFO Signature:  _____
Subject to the adoption of 2023 & 2024 Municipal Budgets

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on March 27, 2023 7:00 pm in the Vernon Municipal Center.

 Marcy Gianattasio, RMC, CMR
 Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

BID RESULTS

BID #

BID DATE/TIME

NUMBER OF BIDDERS

**Bid# 12R-2022 HVAC
Maintenance Rebid**

NEGOTIATIONS RESULTS

4

ORGANIZATION:



NAME OF BIDDER

ADDRESS

CITY, STATE, ZIP

CONTACT

TELEPHONE

EMAIL

Air Systems Maintenance Inc.

718 Jefferson Avenue

Kenilworth, New Jersey, 07033

9082411555

amaitcs@airsystemsmaintenance.com

TM Brennan Service Inc

3505 Route 94

HAMBURG, New Jersey, 07419

19735002501

tmbservice@tmbrennaninc.com

Pow/R/Sav Inc

15 Somerset Place, Second Floor

Clifton, New Jersey, 07012

9734700200

sindyepassio@powrsave.com

AirGroup

1 Princes Road

Whippany NJ 07981

18005451020

OWNERSHIP DISCLOSURE

RUSSIA CERT

IRAN CERT

PUBLIC WORKS CONTRACTOR REGISTRATION

NEW JERSEY BRC

EXPERIENCE AND QUALIFICATIONS

ADA

EQUIPMENT CERT

FEDERAL DEBARMENT

PREVAILING WAGE CERT

PAY TO PLAY ADVISORY

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X

X

Air Systems Maintenance Inc.

\$18,500.00

\$19,400.00

\$37,900.00

TM Brennan Service Inc

NO RESPONSE

Pow/R/Sav Inc

\$25,250.00

\$28,960.00

\$52,210.00

AirGroup

\$14,650.00

\$15,675.00

\$30,325.00

**CONTRACT FOR
BID 12-2022/12R-2022
HVAC MAINTENANCE AND REPAIR SERVICES IN A FAIR AND OPEN MANNER
TO AIRGROUP INC.**

THIS CONTRACT made the ____ day of _____ 2023.

BETWEEN

TOWNSHIP of VERNON, a municipal corporation of the State of New Jersey, whose address 21 Church Street, Vernon, N.J., hereinafter called the **OWNER**:

AND

AirGroup Inc., 1 Prince Road, Whippany NJ 07981 hereinafter called the **CONTRACTOR**.

WHEREAS the **OWNER** requires HVAC Services through negotiations of bid 12-2022/12R-2022, and hereinafter called the "Project", in accordance with all applicable federal, state, and local laws and regulations, and the Contract Documents.

NOW, THEREFORE, the **OWNER** and the **CONTRACTOR**, in exchange for the mutual consideration set forth herein, agree as follows:

ARTICLE I: CONTRACT DOCUMENTS

The Contract Documents shall consist of the following component parts:

- a. The Proposal Form and documents submitted therewith by the **CONTRACTOR** to the **OWNER** in response to **OWNER**'s request for bids.
- b. Project Manual for the Bid 12-2022/12R-2022 Fire Alarm Replacement and Installation.
- c. This Contract.

ARTICLE II: SCOPE OF WORK

The **CONTRACTOR** shall furnish all labor, materials, equipment, tools and services necessary to perform and complete the Project in strict compliance with the Contract Documents and to meet the legal and technical requirements of the Project. The **CONTRACTOR**'s services shall hereafter be referred to as the "Work".

ARTICLE III: THE CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the Work based on the Bid prices, in accordance with and subject to additions and deductions provided by the Contract Documents, the total sum of:

Year 1	\$14,650.00
Year 2	\$15,675.00
Total	\$30,325.00

The Contractor shall be paid the prices stipulated in the Bid as full compensation for everything furnished and performed by the CONTRACTOR under this Contract, including all Work required, but not specifically mentioned, and all loss or damage arising out of the nature of the aforesaid Work, the action of the elements, any unforeseen obstruction or difficulty encountered in the prosecution of the Work, all risks of every description connected with the Work, all expenses incurred by or in consequence of the suspension or discontinuance of the Work as herein specified, and for well and faithfully completing the Work and the whole thereof, as herein provided.

ARTICLE IV: TIME OF COMPLETION

The CONTRACTOR shall start work on the Project within ten (10) calendar days after receiving notice to proceed from the OWNER. The CONTRACTOR shall complete all work required by this Contract within 60 calendar days after receipt of said notice to proceed.

The CONTRACTOR shall pay monetary liquidated damages to the OWNER for each and every working day that the CONTRACTOR shall be in default in completing the Work within the time stipulated in the Contract Documents. (Working days excludes Saturdays, Sundays and Designated TOWNSHIP Holidays.)

See also the terms set forth in Section X of the General Conditions of the Project Manual for the Project, which are incorporated herein by reference.

ARTICLE V: THE CONTRACT DOCUMENTS

The parties agree that the terms and conditions contained in the Contract Documents (including bid information, bid documents, specifications, supplemental specifications and drawings) are made part of this Contract and are binding on both parties as if all conditions contained in the Contract Documents were set forth in this Contract.

In addition, the Owner's designated engineer shall furnish to the CONTRACTOR supplementary drawings or explanations as may be necessary to illustrate the work to be done, and the CONTRACTOR shall conform to same as part of this Contract, and all such supplemental information shall be part of the Contract Documents.

The Contract Documents comprise the entire agreement between the Owner and the Contractor and may only be amended as herein described.

ARTICLE VI: SUBCONTRACTORS

The CONTRACTOR will not use subcontractors for the performance of its obligations under the Contract Documents.

ARTICLE VII: WAIVERS

Neither the inspection by the OWNER or by the OWNER's agents, nor any orders or measurement of certificate by the Engineer, nor any order by the OWNER for the payment of money, nor payment for or acceptance of the whole or any part of the Work by the OWNER, nor any extension of time or any possession taken by the OWNER or its employees, shall operate as a waiver of any provision of this Contract, any power herein reserved to the OWNER, or any right to damages herein provided. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided and in addition to all other suits, actions, or legal proceedings. The OWNER shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

ARTICLE VIII: OWNER AND RESPONSIBILITY OF THE ENGINEER

All work shall be done under the observation of the Engineer, or another authorized representative of the OWNER. The Engineer shall decide any and all questions which may arise regarding the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Contract Documents, and all questions concerning the acceptable fulfillment of the Contract by the CONTRACTOR.

The Engineers services during the construction of the Project are intended to provide OWNER a greater degree of confidence that the completed work of CONTRACTOR will conform in general to the Contract Documents, Drawings and Specifications. The Engineer shall not, during visits to the project site or as a result of observation of CONTRACTOR's work in progress, supervise, direct or have control over CONTRACTOR's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR's, for any safety precautions and programs incident to the work of CONTRACTOR's or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR's furnishing and performing the work. Accordingly, Engineer neither guarantees the performance of any CONTRACTOR's nor assumes responsibility for any CONTRACTOR's failure to furnish and perform its work safely or in accordance with the Contract Documents.

ARTICLE IX: SUCCESSORS AND ASSIGNS

This Contract and all of the covenants herein shall be binding upon the OWNER and the CONTRACTOR respectively, and the CONTRACTOR's subcontractors, subconsultants,

partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet their interests or obligations hereunder without written consent of the other party.

ARTICLE X: TERMINATION

- a. The OWNER may, upon seven days written notice to the CONTRACTOR, and at any time after the execution of this Contract, terminate or limit the services of the CONTRACTOR furnished hereunder for any reasons; including but not limited to, the abandonment of the Project, or the unavailability of monies to complete the Work.
- b. In the event of such termination, the CONTRACTOR shall be compensated for its authorized services rendered hereunder up to that date, and for all reasonable shutdown costs as agreed to by both parties.

ARTICLE XI: INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER and the Engineer, their officers, employees and agents, against any loss, liability, claims or demands (including death and/or property damage), arising out of or resulting, in whole or in part, from the CONTRACTOR's performance of this Contract.

ARTICLE XII: CONTRACTOR'S STATUS AND RESPONSIBILITIES

- a. The CONTRACTOR's status shall be that of an independent principal, and not an agent or employee of the OWNER.
- b. The CONTRACTOR shall be responsible for providing competent, suitably qualified personnel to perform the Work.
- c. The CONTRACTOR shall be responsible for proceeding with the work and adhering to the schedule during all disputes or disagreements with the OWNER. No work shall be delayed or postponed pending resolution of any dispute or disagreement.
- d. The CONTRACTOR shall pay to the OWNER, and the OWNER shall have the right to deduct the full amount of, all expenses, losses and damages from all monies due or to become due the CONTRACTOR under this Contract for any of the following reasons:
 1. Any defect, omission, or mistake of the CONTRACTOR or its employees; and the repairs of same, as determined by the Engineer.
 2. All costs of engineering work and inspection after the specified completion time for the Contract.
 3. All costs incurred by the OWNER for overtime payments to the Inspection personnel caused by the CONTRACTOR's overtime work. Overtime is considered as all hours worked exceeding eight hours per day or forty hours per week; all hours worked on Saturday or Sunday; and all hours worked on legal holidays observed by the OWNER.
 4. Liquidated Damages in the amount set forth in Section X of the General Conditions – Construction of the bid specifications (Project Manual) for each and every day that the CONTRACTOR shall be in default of completing the Work of this

Contract. This sum is hereby agreed to be proper and reasonable liquidated damages which the OWNER will suffer by reason of such default.

5. All costs associated with liens filed and/or served by any of the CONTRACTOR's subcontractors seeking payment for work and/or services performed in connection with this contract.

ARTICLE XIII: GUARANTEE AND CORRECTION OF DEFECTIVE WORK

- a. The CONTRACTOR warrants and guarantees to the OWNER that all Work will be performed in accordance with all applicable federal, state and local laws, standards and regulations and the Contract Documents; and that the Work will not be defective.
- b. If within two (2) years after the acceptance date, any Work is found to be defective, the CONTRACTOR shall promptly correct the defective Work, or remove and replace it with non-defective Work, as directed by the OWNER, and at no additional cost to the OWNER.

ARTICLE XIV: AFFIRMATIVE ACTION

During the performance of this contract, the CONTRACTOR agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employee's place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31, et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C.17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et. seq., as supplemented and amended from time to time, and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C.17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31, et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

ARTICLE XV: CONTRACT BINDING

This Contract shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

ARTICLE XVI: MANDATORY CONTRACT DISPUTE PROCEDURES

The CONTRACTOR agrees to Mandatory Contract Dispute Procedures required by N.J.S.A. 40A:11-50, as described below.

In an effort to resolve any disputes that arise during the construction of the project or following the completion of the project, the CONTRACTOR and Owner agree that all disputes between them arising out of or relating to the performance of the work described in the Contract Documents shall be submitted to nonbinding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The CONTRACTOR further agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Nothing in this section shall prevent the Owner from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (C:40A:11-1, et seq.).

ARTICLE XVII: GOVERNING LAW

The laws of the State of New Jersey will govern the validity of this Contract, its interpretation and performance.

ARTICLE XVIII: PREVAILING WAGE RATE

The CONTRACTOR agrees to comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., and all corresponding rules and regulations. The CONTRACTOR shall pay all workers employed in the performance of this contract the prevailing wages determined pursuant to the above cited law.

ARTICLE XIX: AMERICANS WITH DISABILITIES ACT

The CONTRACTOR and the Owner do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities

provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Agreement, the CONTRACTOR agrees the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Agreement, the CONTRACTOR shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the Owner and engineer, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the CONTRACTOR agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner or if the Owner incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or engineer or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner or engineer of the services provided by the CONTRACTOR pursuant to this Agreement will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this Paragraph.

It is further agreed and understood that the Owner and engineer assume no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claims made under the Act.

IN WITNESS WHEREOF, the parties hereto have thereunto set their hands and seals.

ATTEST:

TOWNSHIP OF VERNON

By: _____

ATTEST:

Vendor:

By: _____

(Affix Corporate Seal)



ANNUAL COMMERCIAL SERVICE AGREEMENT

PREPARED FOR

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

PROVIDED BY

**Air Group LLC
1 Prince Road
Whippany NJ 07981**

PRIORITY SERVICE

PROPOSAL OF MAINTENANCE

Cost for 2-year maintenance: \$30,325.00**This agreement includes 4 maintenance inspections per year**

- One annual heating maintenance inspection with MERV8 pleated filter change.
- One annual cooling maintenance inspection with MERV8 pleated filter and belt change.
- Two annual mid-season minor inspections with MERV8 pleated filter change.
- Seasonal preventative maintenance will increase reliability, extend equipment life and prevent breakdown.
- All inspections will be scheduled with a qualified technician who will perform maintenance according to your needs and the manufacture's specification.
- Upon completion of each maintenance visit, Air Group, LLC will provide client with an inspection report by our technician of work performed, defects found, corrective action taken, and quote additional repairs if needed.
- Air Group, LLC will make recommendations designed to increase equipment efficiency and lower utility costs.
- **Priority Service:** Air Group, LLC responds to your emergency before servicing clients without an agreement.
- **10% off all parts and labor on service repairs**
- **10% off plumbing and electrical service repairs**

SEASONAL VISITS | ACCOUNTABILITY | FINDINGS REPORT | ENERGY EFFICIENCY | TOTAL COMFORT | YOU COME FIRST

INSPECTION DETAILS

Check condenser coils
Check refrigerant pressures
Check oil pressure & level
Check economizer operation
Check low ambient controls
Check moisture indicator
Chemically clean condenser coils
Check exhaust fans
Check evaporator coils
Check & replace air filters
Check, replace & adjust belts
Check supply & return temperatures
Lubricate bearings Check sheaves & drives
Perform visual leak test
Clean & flush condensate pump
Clean condensate pans & lines
Check and service refrigerated air dryer
Check cooling operation
Check thermostats & controls
Check cooling tower pumps
Check circulating pumps
Clean & flush cooling tower
Adjust tower float assembly
Clean strainers
Check reversing valve operation
Tighten all electrical connections
Check all safeties
Check equipment for vibration
Check time clocks
Check heating operation
Clean burner assembly
Check condition of heat exchanger
Check & adjust combustion
Check electric heat elements
Check humidifier operation
Clean humidifier Service air compressor
Drain air tan

EQUIPMENT INSPECTION PER YEAR

QTY	MANUFACTURER	TYPE	BELTS	FILTER CHANGE PER YEAR	ANNUAL INSPECTIONS PER YEAR
16	Carrier	Air Handler	-	4	4
4	Carrier	Chillers	-	-	4
1	Pure Pro Ahri	Boiler	-	-	2
4	Lochinvar	Boiler	-	-	2
		All MERV8 Filters and Belts Included			

Hours of Operation

Maintenance will be performed during normal business hours:

8:00 am - 4:30 pm - Monday through Friday, except holidays

8:00 am - 12:00 pm – Saturday

Saturday after 12:00 pm - 1 ½ times your billable rate.

*Emergency calls scheduled on Sunday/Holidays - 2 times your billable rate.

We offer emergency services for our contract clients and do our best to respond within a 24-hour period. Please understand extreme weather conditions and state of emergency situations may affect our availability and our arrival time.

PAYMENT

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

The agreed contract price is \$30,325.00
NJ state tax: EXEMPT
Year 1 Total: **\$14,650.00** Year 2 Total: **15,675**

Please choose your preferred method of payment:

- Annually
- Biannually
- Quarterly

****Payment via purchase order must include P.O. # _____**

CHECK TO ACCEPT PROPOSAL: YOUR ACCOUNT NUMBER: 248451

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Yes, Check is Enclosed: Amount: \$ _____ Yes, Run Credit Card: Amount: \$ _____

Payment is required for purchase of agreement; once payment is received, your account will be updated with your service contract.

Quote is valid for 6 weeks from date emailed (Quote provided by) Signature: *Matt Mare*

Credit Card#: _____ CVV#: _____ Exp. Date: _____

Name of Card Holder: _____

Billing Address: _____

City: _____ Zip Code: _____



SCHEDULING MAINTENANCE

Person(s) Responsible for Maintenance: _____

Title: _____

Email Address: _____

Phone Number: _____ EXT: _____ Cell: _____

Save Time with Our Automatic Scheduling

We will automatically schedule a date and time for your maintenance service and email you a confirmation of your appointment.

- If YES for auto-scheduling, how do you wish to be contacted? Phone Email
- If you do not wish to be auto-scheduled, how do you wish to be contacted? Phone Email

List hours of operation: _____

List days of operation: _____

Do you have any special instructions we should know about? Please explain below:

If you are **TAX EXEMPT**, you must attach your updated tax-Exempt Certificate.

If you request a COI, please attach an example COI.

Do you require a W-9 form? Yes No

TERMS AND CONDITIONS

1. Air Group, LLC agrees to provide a comprehensive maintenance program designed to enhance your equipment. All necessary labor needed to extend equipment life, minimize breakdowns and keep equipment operating at its peak efficiency will be provided. Repairs and parts are additional and will be invoiced separately.
2. You agree to provide safe and reasonable access to the building and covered equipment in this plan. If required you will remove any material, fixtures or walls so adequate access can be gained to the equipment.
3. Air Group, LLC will not be responsible for any damages caused by mold, or other agents that may be associated with any HVAC or plumbing work performed, to include but not be limited to property damage, personal injury, loss of income, emotional stress, death, loss of value, and adverse health effects, or any other effects. We are not responsible for investigating or testing your building for any possible mold or mold related problems. Should you desire such an investigation or testing, you must hire a professional industrial hygienist
4. Air Group, LLC shall not be liable for the following:
 - (a) Damage or loss resulting from freezing, corrosion, vibrations, plumbing stoppage, failure of any utility service, including oil tanks and oil system supply pumps, low voltage condition, lightning, single phasing or other electrical abnormalities.
 - (b) Damage or loss resulting from negligence, faulty system design, abuse, acts of God, malicious mischief, vandalism or improper operation of equipment by your employees, agents or tenants.
 - (c) Damage, loss, or delays resulting from fire, explosion, flooding, the elements, strikes, labor troubles, civic commotion or any other cause beyond its control.
 - (d) Any accident, injury, damage, or loss to equipment, personnel, property.
 - (e) Any indirect or consequential damages such as, but not limited to, loss of revenue or loss of use of any equipment, processor or facilities.
 - (f) Any identification, abatement, encapsulation or removal of any hazardous materials including those containing asbestos. If any hazardous materials are detected during the course of work Air Group, LLC, can discontinue the work until the hazard has been eliminated and shall receive an extension equal to the time of delay to complete the work. Air Group, LLC reserves the right to be compensated for any loss due to a delay caused by asbestos or any other hazardous material.
 - (g) Alterations, additions, adjustments or repairs to covered equipment by anyone other than Air Group, LLC.
 - (h) Breach by you of any terms of this agreement. If Air Group, LLC brings legal action to enforce this Agreement and is successful, it shall be entitled to recover reasonable attorney fees and the cost of litigation in addition to any judgment for damages.
 - (i) Any damage resulting from electrical failures external to the unit and fuel delivery system failures. (Fuel delivery systems are not covered under this contract unless specifically noted)
5. Failure for the purchaser to make payments in accordance with agreed upon payment schedule will absolve Air Group, LLC from any and all responsibility of performance of the work detailed in this agreement. Air Group, LLC
6. This agreement begins on the date of acceptance and shall remain in force for the term stated. Thereafter, it shall continue in effect for successive renewal periods of one year unless either party gives the other written notice of termination at least 30 days before the anniversary date. With 30 days written notice, Air Group, LLC may add or delete equipment or services and increase or reduce the agreement price.
7. The Agreement contains the entire understanding between client and Air Group, LLC. Any modifications, amendments or changes must be in writing and signed by both parties.
8. All filters will be disposed of at your location.
9. Equipment shall be operated in accordance with the manufacturers recommendations and promptly notify Air Group, LLC of any abnormal conditions.

REFRIGERENT (CFC, HCFC) HANDLING

Section 608, Title VI of the 1990 Amendment to the Clean Air Act contains the National Recycling and Emission Reduction Program, which regulates the use and disposal of substances, including CFC's and HCFC's, that are harmful to the environment.

No individual may knowingly vent or otherwise knowingly release or dispose of any substance used as a refrigerant in such a manner which permits such substance to enter the environment.

Under no conditions will Air Group, LLC knowingly partake in any practice outside of those in support of all federal, state, and local laws.

Penalties and fines for violating these provisions range from significant monetary fines to prison terms.

Air Group, LLC corporate policy mandates reporting any violations to the Environmental Protection Agency.

Administrative Documents

Required With Bid if "X"	DOCUMENTATION REQUIRED OR REVIEWED	Read, Signed & Submitted Bidder's Initial
	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)	
	Consent of Surety (Certificate from Surety company)	
	Performance Bond and Labor and Material Payment Bond (Required from the Awarded Contractor)	
	Maintenance Bond in the Amount of 100 % for a period indicated in "General Conditions" Required from the Awarded Contractor Upon Acceptance of Project	
	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	
X	Statement of Ownership Disclosure Form	
	Declaration of Sub Contractors	
X	Public Works Contractor Registration Certificate(s) for the Bidder and all Sub Contractors (Prior to Award, but effective at time of bid)	
X	Required Evidence EEO/Affirmative Action Regulations	
X	Business Registration Certificate – Bidder and all Sub Contractors (Prior to Contract Award)	
	Non-Collusion Affidavit	
X	Experience and Qualifications	
X	Insurance and Indemnification Certificate	
X	Disclosure of Investment Activities in Iran Form	
X	Disclosure of Investment Activities in Russia Form	
X	Federal debarment Form	
X	Prevailing Wage Certification (PL 2021, C301)	
	Equipment Certification	
X	Americans With Disability Act of 1990 Language	
X	Pay to Play Advisory (P.L. 2005, Chapter 271, Section 3 Reporting)	

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Bidder Name: AIR GROUP, LLC Date: 3/13/23

Authorized Representative: MATT MARÉ
 Signature: [Handwritten Signature]

Print Name & Title: MATT MARÉ - SERVICE COORDINATOR

Administrative Documents

- A. List any deviations from the specifications on attached pages. If no deviations or exceptions are applicable, state "No Exceptions".

NO EXCEPTIONS

- B. The undersigned hereby acknowledges and has submitted the above required documents.

Business Name: AR GROUP, LLC

Representative's Name: MATT MARE

Representative's Signature: 

Date: 3/13/23

Phone: 800-545-1020 x 709

Proposal Form

VERNON TOWNSHIP

SCHEDULE OF PRICES

BID # 12R-2022 HVAC MAINTENANCE AND SERVICE

PROPOSAL FORM

The undersigned proposes for furnish and deliver the above goods/services pursuant to the bid specification and made a part hereof:

Year	Item of Service	Price In Words	Price in numbers
1	Maintenance Lump Sum		
	Total Year 1	FORTY-THREE THOUSAND SIX HUNDRED FIFTY	\$ 14,650.00
2	Item of Service		
	Maintenance Lump Sum		
	Total Year 2	FIFTEEN THOUSAND SIX HUNDRED SEVENTY-FIVE	\$ 15,675.00
	Total Contract Cost (Total Year 1 + Total Year 2)	THIRTY THOUSAND THREE HUNDRED TWENTY FIVE	\$ 30,325.00

Proposal Form

The following proposals are NOT part of the base bid but are rates for any repairs outside of the scope of the maintenance agreement.

Item	Regular Hourly Rate	Overtime Hourly Rate	Holiday Rate
Year 1	\$245.50 1ST HR \$92.50 EA. ADDL	\$367.75 1ST HOUR \$138.75 EA. ADDL	\$493.00 1ST HOUR \$185.00 EA ADDL
Licensed Mechanic	30 MIN	30 MIN	30 MIN
Helper			
Minimum Hours (if any)			
Year 2	SAME	AS ABOVE	
Licensed Mechanic			
Helper			
Minimum Hours (if any)			

Air Group LLC
Company Name
Security #

22-3620908
Federal ID # or Social

1 PRINCE ROAD WHIPPIANY NJ 07981
Address

Technical Specifications

Matt Mare

Signature of Authorized Agent

MATT MARE

Type or Print Name

SERVICE COORDINATOR

Title:

800-545-1070 x 709

Telephone Number

3/13/03

Date

MATT.MARE@AIRGRAP.LLC.COM

E-mail address

Fax Number

Proposal Form

VERNON TOWNSHIP

SCHEDULE OF PRICES

BID # 12R-2022 HVAC MAINTENANCE AND SERVICE

PROPOSAL FORM

The undersigned proposes for furnish and deliver the above goods/services pursuant to the bid specification and made a part hereof:

Year	Item of Service	Price in Words	Price in numbers
1	Maintenance Lump Sum	Twenty Five Thousand Two Hundred Fifty Dollars And zero cents	25,250.00
	Total Year 1	"	25,250.00
2	Item of Service		
	Maintenance Lump Sum	Twenty Six Thousand Nine Hundred Sixty Dollars And zero cents	26,960.00
	Total Year 2	"	26,960.00
	Total Contract Cost (Total Year 1 + Total Year 2)	Fifty Two Thousand Two Hundred Ten Dollars and zero cents	52,210.00

Proposal Form

The following proposals are NOT part of the base bid but are rates for any repairs outside of the scope of the maintenance agreement.

Item	Regular Hourly Rate	Overtime Hourly Rate	Holiday Rate
Year 1	125.00	187.50	250.00
Licensed Mechanic	125.00	187.50	250.00
Helper	100.00	150.00	200.00
Minimum Hours (if any)	—	4HR	4HR
Year 2	130.00	195.00	260.00
Licensed Mechanic	130.00	195.00	260.00
Helper	105.00	157.50	210.00
Minimum Hours (if any)	—	4hr	4hr.

Power/Save, Inc.
 Company Name
 Security #

22 2351924
 Federal ID # or Social

15 Somerset Place Clifton, NJ 07012
 Address

Technical Specifications



Signature of Authorized Agent

Sharon Hendee

Type or Print Name

President

Title:

973 470-0200

Telephone Number

3/13/23

Date

973 470-8997

Fax Number

Sharonhendee@powersave.com

E-mail address

Proposal Form

VERNON TOWNSHIP

SCHEDULE OF PRICES

BID # 12R-2022 HVAC MAINTENANCE AND SERVICE

PROPOSAL FORM

The undersigned proposes for furnish and deliver the above goods/services pursuant to the bid specification and made a part hereof:

Year	Item of Service	Price in Words	Price in numbers
1	Maintenance Lump Sum	Eighteen Thousand and Five Hundred dollars	\$18,500.00
	Total Year 1	Eighteen Thousand and Five Hundred dollars	\$18,500.00
2	Item of Service		
	Maintenance Lump Sum	Nineteen Thousand and Four Hundred dollars	\$19,400.00
	Total Year 2	Nineteen Thousand and Four Hundred dollars	\$19,400.00
	Total Contract Cost (Total Year 1 + Total Year 2)	Thirty Seven Thousand and Nine Hundred dollars	\$37,900.00

Proposal Form

The following proposals are NOT part of the base bid but are rates for any repairs outside of the scope of the maintenance agreement.

Item	Regular Hourly Rate	Overtime Hourly Rate	Holiday Rate
Year 1	\$135.00	\$202.50	\$270.00
Licensed Mechanic	\$135.00	\$202.50	\$270.00
Helper	\$100.00	\$150.00	\$200.00
Minimum Hours (if any)	2	4	4
Year 2	\$138.00	\$207.00	\$276.00
Licensed Mechanic	\$138.00	\$207.00	\$276.00
Helper	\$103.00	\$154.50	\$206.00
Minimum Hours (if any)	2	4	4

Air Systems Maintenance, Inc.
 Company Name
 Security #

22-2561225
 Federal ID # or Social

718 Jefferson Avenue Kenilworth, New Jersey 07033
 Address

TOWNSHIP OF VERNON

RESOLUTION #23-95

AUTHORIZING CHANGE ORDER #2 OF CONTRACT FOR PROPOSED IMPROVEMENTS OF MILLING & PAVING ON BARRETT ROAD AND GLENWOOD MOUNTAIN ROAD WITH RIVERVIEW PAVING, INC.

WHEREAS, on September 27, 2021, by way of adoption of Resolution #21-214, the Council of the Township of Vernon awarded a contract to Riverview Paving, Inc. for Milling & Paving on Barrett and Glenwood Mountain Roads which contract provided for an expenditure of \$279,984.20 and \$262,476.70 respectfully; and

WHEREAS, on January 10, 2022, by way of adoption of Resolution#22-36, the Council approved Change Order #1 resulting in the adjusted increased contract amount of \$293,613.86 for Barrett Road and the decreased contract amount of \$230,094.31 for Glenwood Mountain Road.

WHEREAS, in a memo dated March 20, 2023, the Township Engineer states that the contract requires a Change Order #2 by the reduction of one item in amount of \$2,640.40 for Barrett Road; and the reduction of one item in amount of \$2,154.18 for Glenwood Mountain Road; and

WHEREAS, the Township Engineer, in concurrence with the Mayor, recommends approving Change Order No. 2 resulting in the adjusted decreased final contract amount of \$290,973.46 for Barrett Road and the decreased final contract amount of \$227,940.13 for Glenwood Mountain Road.

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. 2 for said project resulting in the adjusted decreased final contract amount of \$290,973.46 for Barrett Road and the increased contract amount of \$227,940.13 for Glenwood Mountain Road; and

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on March 27, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

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

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

ANN PELLOW WAGNER
NJ - C.L.A., VA - C.L.A., PA - C.L.A.
(526/84 - 712/189)

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.

March 20, 2023

MEMORANDUM TO: Mr. Howard Burrell, Vernon Township Mayor

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

SUBJECT: FINAL PAPERWORK
Proposed Improvements to Barrett Road & Glenwood Mountain Road
HPA Nos. 21-118 & 21-165

Dear Mayor:

Our office has prepared the final paperwork for this project in anticipation of the project being accepted by the Township Council during its March 27, 2023 meeting. Upon acceptance of this project, please process/execute the following documents.

Due to the fact that this project was initiated in NJDOT SAGE, our office must submit the closeout documents via hard copy to the NJDOT Local Aid Office instead of submitting it digitally via PMRS.

1. RIVERVIEW PAVING'S FINAL PAPERWORK (Milling and Paving)
 - a. Copy of Vernon Township Purchase Order No. 21-01348, Drawdown No. 2 & Final, in the amount of \$3,231.88 due Riverview Paving, Inc. for final payment for the Barrett Road project. **Please provide our office with a copy of this final purchase order drawdown after it has been duly executed by all parties in order that we may include it with the final paperwork submission to NJDOT Local Aid.**
 - b. Copy of Vernon Township Purchase Order No. 21-01350, Drawdown No. 2 & Final, in the amount of \$2,447.71 due Riverview Paving, Inc. for final payment for the Glenwood Mountain Road project. **Please provide our office with a copy of this final purchase order drawdown after it has been duly executed by all parties in order that we may include it with the final paperwork submission to NJDOT Local Aid.**
 - c. Estimate Certificate No. 2 & Final reflecting the final quantities used on this project.
 - d. Seven (7) copies of Change Order No. 2 which reflect an adjusted contract amount of \$290,973.46 for Barrett Road and \$227,940.13 for Glenwood Mountain Road. Kindly have an authorized Township representative sign and date all seven copies on the line indicated *Presiding Officer*. Retain one copy for your file and **return the**

RE: Proposed Improvements to Barrett Road & Glenwood Mountain Road
March 20, 2023

remaining six copies to this office. We will forward one copy to Riverview Paving, Inc.; four copies to NJDOT Local Aid; and retain one copy for our records.

- e. A letter dated March 15, 2023 from James Mazzella of Riverview Paving, Inc. certifying that all laborers, subcontractors, and vendors for this project have been paid in full for all services, labor, and materials.

Please ensure that Riverview Paving, Inc. has provided your office with original signed payroll certification forms prior to issuing them their final payment.

2. DENVILLE LINE PAINTING'S FINAL PAPERWORK (Line Striping)

The final paperwork was mailed to you under cover letter dated December 12, 2022.

Please provide our office with a duly executed copy of Purchase Order No. 21-01342, Drawdown No. 2 & Final, in the amount of \$185.05, issued to Denville Line Painting, Inc. for Barrett Road in order that we may include it with the final paperwork submission to NJDOT Local Aid.

Please provide our office with a duly executed copy of Purchase Order No. 21-01343, Drawdown No. 2 & Final, in the amount of \$141.53, issued to Denville Line Painting, Inc. for Glenwood Mountain Road in order that we may include it with the final paperwork submission to NJDOT Local Aid.

3. ROAD SAFETY SYSTEMS' FINAL PAPERWORK (Guide Rail)

The final paperwork was mailed to you under cover letter dated December 7, 2022.

Please provide our office with a duly executed copy of Purchase Order No. 21-01344, Drawdown No. 2 & Final, in the amount of \$772.48, issued to Road Safety Systems for Barrett Road in order that we may include it with the final paperwork submission to NJDOT Local Aid.

Please provide our office with a duly executed copy of Purchase Order No. 21-01345, Drawdown No. 2 & Final, in the amount of \$1,889.04, issued to Road Safety Systems for Glenwood Mountain Road in order that we may include it with the final paperwork submission to NJDOT Local Aid.

4. STATE VOUCHER

Final State of New Jersey Payment Voucher in the amount of \$45,300.00, which is the balance due the Township from the State allotment of \$181,200.00.

- Please have an authorized representative (CFO, Mayor, etc.) sign on the *Payee Signature* line, print name/title, and date in BLUE ink.

Mr. Howard Burrell

Page 3

RE: Proposed Improvements to Barrett Road & Glenwood Mountain Road
March 20, 2023

- Please have the CFO type the following information in the shaded column titled "Cost Incurred Dates (H)":
 - Date of last checks issued to all three contractors (Riverview Paving, Denville Line Painting, and Road Safety Systems) to be typed on the line left of "Cumulative Costs Paid to Contractors". If more space is needed than what is provided, please type the information on a separate piece of paper and staple it to the signed voucher.
 - Date of CFO's certification to be typed on the line left of "Total Project Cost (Chief Financial Officer's Certification)".
 - Date the Township received the initial State payment of \$135,900.00 to be typed on the line left of "Less Previous Payments".

Return this voucher to our office.

5. **TOWNSHIP CHIEF FINANCIAL OFFICER'S CERTIFICATION**

The State requires certification from the Township Chief Financial Officer. I have enclosed a copy of the certification with the exact wording to be used. It must be typed on Township stationery with original signature and the Township seal affixed thereto.

Return this certification to our office.

When we are in receipt of the above-requested items, we will forward all pertinent documentation to the New Jersey Department of Transportation in order that the final payment of \$45,300.00 can be issued to the Township.

Should you have any questions, please feel free to contact this office.

Very truly yours,



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

CLS:mac
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\21-118 - BARRETT ROAD (NJDOT) & 21-165 - GLENWOOD MOUNTAIN ROAD\BURRELL3.DOC

Enclosures

HAROLD E. PELLOW & ASSOCIATES, INC.

Established 1969

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

Township of Vernon
 21 Church Street
 Vernon, NJ 07462
 Phone: (973)764-4055
 Fax: (973)764-4799

Purchase Order

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

NO. 21-01348

ORDER DATE: 09/30/21
 DELIVERY DATE: 09/28/21
 STATE CONTRACT: BID
 F.O.B. TERMS:
 VENDOR ACCT NUM:
 VENDOR PHONE #:
 VENDOR FAX #:
 REQUISITION #: R2102185

SHIP TO

ADMINISTRATION
 VERNON TOWNSHIP
 21 CHURCH STREET
 VERNON, NJ 07462

VENDOR Vendor #: RIVERO20


RIVERVIEW PAVING, INC.
 859 WILLOW GROVE STREET
 HACKETTSTOWN, NJ 07840

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX EXEMPT - TAX ID: 22-6002358

QUANTITY	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL
1.00	Barrett Road Improvements Per Resolution #21-214 Award Bid	C-04-21-012-01	279,984.2000	279,984.20
	Milling & Paving			
	DRAWDOWN NO. 2 & FINAL AS SHOWN ON ESTIMATE CERTIFICATE NO. 2 & FINAL (ATTACHED) ORIGINAL CONTRACT AMOUNT ADJUSTED CONTRACT AMOUNT BASED ON CHANGE ORDER Nos. 1 & 2 LESS PREVIOUS PAYMENT AMOUNT DUE THIS DRAWDOWN		TOTAL \$279,984.20 \$290,973.46 (\$287,741.58)	----- 279,984.20 \$3,231.88

APPROVED FOR PURCHASE



 QUALIFIED PURCHASING AGENT
 Charles J. Vallejo / Howard S. Bunnell

 BUSINESS ADMINISTRATOR/MAYOR


CERTIFICATION OF FUNDS



 CHIEF FINANCIAL OFFICER

APPROVAL FOR PAYMENT

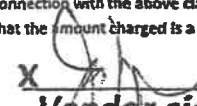
I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.



 DEPT. HEAD DATE 3/19/23

VENDOR'S CERTIFICATION & DECLARATION

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



Vendor sign & return here

Township of Vernon
 21 Church Street
 Vernon, NJ 07462
 Phone: (973)764-4055
 Fax: (973)764-4799

Purchase Order

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

NO. 21-01350

ORDER DATE: 09/30/21
 DELIVERY DATE: 09/28/21
 STATE CONTRACT: BID
 F.O.B. TERMS:
 VENDOR ACCT NUM:
 VENDOR PHONE #:
 VENDOR FAX #:
 REQUISITION #: R2102187

SHIP TO

ADMINISTRATION
 VERNON TOWNSHIP
 21 CHURCH STREET
 VERNON, NJ 07462

VENDOR

Vendor #: RIVER020

RIVERVIEW PAVING, INC.
 859 WILLOW GROVE STREET
 HACKETTSTOWN, NJ 07840

PAYMENT RECORD

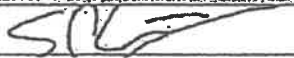
CHECK NO.

DATE PAID

NOTICE: TAX EXEMPT - TAX ID: 22-6002358

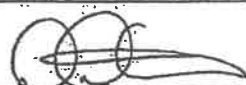
QUANTITY	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL
1.00	Glenwood Mtn-Rd Improvement Per Resolution# 21-214 Award by Bid Milling & Paving	C-04-21-012-01	262,476.7000	262,476.70
	DRAWDOWN NO. 2 & FINAL AS SHOWN ON ESTIMATE CERTIFICATE NO. 2 & FINAL (ATTACHED) ORIGINAL CONTRACT AMOUNT ADJUSTED CONTRACT AMOUNT BASED ON CHANGE ORDER Nos. 1 & 2 LESS PREVIOUS PAYMENT AMOUNT DUE THIS DRAWDOWN		TOTAL \$262,476.70 \$227,940.13 (\$225,492.42)	<u>262,476.70</u> \$2,447.71

APPROVED FOR PURCHASE



 QUALIFIED PURCHASING AGENT
 Charles J. Veckel / Howard E. Bunnell
 BUSINESS ADMINISTRATOR/MAYOR

CERTIFICATION OF FUNDS



 CHIEF FINANCIAL OFFICER

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.



 DEPT. HEAD DATE 3/14/23

VENDOR'S CERTIFICATION & DECLARATION

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

X 

Vendor sign & return here

HAROLD E. PELLOW and ASSOCIATES, INC.

Consulting Engineers, Planners and Land Surveyors
 17 Plains Road, Augusta, NJ 07822-2009
 (973) 948-6463; (973) 948-2916 (fax)

Estimate Certificate No. 2 & Final

Date: March 7, 2023
Project: Proposed Improvements to Barrett Road & Glenwood Mountain Road - Milling & Paving
Owner: Township of Vernon, Municipal Building, 21 Church Street, Vernon, NJ 07462
Contractor: Riverview Paving, Inc., 859 Willow Grove Street, Hackettstown, NJ 07840

Item No.	Description	Unit Measure	Original Contract Quantity	Extra or Suppl. Quantity	Reduction Quantity	Adjusted Quantity	Quantity to Date	Unit Price Total	Total Amt. to Date or Final
Barrett Road									
1	Milling, 2" Thick	Sq. Yd.	20,000	708		20,708	20,708	\$ 2.75	\$ 56,947.00
2	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	Ton	2,550	73.62		2,623.62	2,623.62	\$ 80.50	\$ 211,201.41
3	Asphalt Price Adjustment	L.S.	100%		105.2472%	-5.2472%	-5.2472%	\$ 5,000.00	\$ (262.36)
4	Fuel Price Adjustment	L.S.	100%		67.1390%	32.8610%	32.8610%	\$ 5,000.00	\$ 1,643.05
16	Uniform Traffic Directors	Mn. Hr.	120		34	86	86	\$ 80.91	\$ 6,958.26
17S	Inlet Pavement Adjustments & Asphalt Berms	L.S.	0	100%		100%	100%	\$ 17,126.50	\$ 17,126.50
2R	Air Void Penalty: Lot 1 = 2.0%, and Lot 2 = 0.5%	L.S.	0		32.8	32.8	32.8	\$ 80.50	\$ (2,640.40)
TOTAL Barrett Road:									
Glenwood Mountain Road									
1	Milling, 2" Thick	Sq. Yd.	18,610			18,610	18,610	\$ 2.75	\$ 51,177.50
2	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	Ton	2,380		239.01	2,140.99	2,140.99	\$ 80.50	\$ 172,349.70
3	Asphalt Price Adjustment	L.S.	100%		104.2820%	-4.2820%	-4.2820%	\$ 5,000.00	\$ (214.10)
4	Fuel Price Adjustment	L.S.	100%		71.9860%	28.0140%	28.0140%	\$ 5,000.00	\$ 1,400.70
16	Uniform Traffic Directors	Mn. Hr.	120		53.5	66.5	66.5	\$ 80.91	\$ 5,380.52
2R	Air Void Penalty: Lot 1 = 2.0%, and Lot 2 = 0.5%	L.S.	0		26.76	26.76	26.76	\$ 80.50	\$ (2,154.18)
TOTAL Glenwood Mountain Road:									
TOTAL:									\$ 518,913.59

Recommended for Approval	Original Contract	\$ 542,460.90
Approved by	Total Extra & Supplemental	\$ 24,999.91
	Total Reduction	\$ 48,547.22
	Total Adjusted Contract	\$ 518,913.59
(Based on Change Order Nos. 1 & 2)		
Total Cost of Construction		\$ 518,913.59
Less Retainage of		\$ -
Less Previous Payments		\$ 513,234.00
PAYMENT NOW DUE:		\$ 5,679.59

The Asphalt Price Index was \$520.00/ton when bid in August 2021, and when paved in November 2021, it was \$518.00/ton, or a \$2.00/ton decrease. Therefore, the price reduction for Item #9R (Barrett Road) is (2,623.62 tons)(5% asphalt per ton) = 131.18 (oil) x (-)\$2.00/ton = (-)\$262.36.

The Asphalt Price Index was \$520.00/ton when bid in August 2021, and when paved in November 2021, it was \$518.00/ton, or a \$2.00/ton decrease. Therefore, the price reduction for Item #9R (Glenwood Mountain Road) is (2,140.99 tons)(5% asphalt per ton) = 107.05 (oil) x (-)\$2.00/ton = (-)\$214.10.

K:\Projects\Municipal\Vernon\Council\21-118 - Barrett Road (NJDOT) & 21-165 - Glenwood Mountain Road\Milling and Paving - Public Bid\EC2.xls

Page 1

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. 2 & Final

Date: March 7, 2023
Project: Proposed Improvements to Barrett Road & Glenwood Mountain Road - Milling & Paving
Owner: Township of Vernon, Municipal Building, 21 Church Street, Vernon, NJ 07462
Contractor: Riverview Paving, Inc., 859 Willow Grove Street, Hackettstown, NJ 07840

Item No.	Description	Unit Measure	Original Contract Quantity	Extra or Supplement Quantity	Reduction Quantity	Adjusted Quantity	Quantity to Date	Unit Price Totals	Total Amount to Date or Final
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The Fuel Price Index was \$3.27/gal. in Aug. 2021 when bid, and when paved in Nov. 2021, it was \$3.41/gal., or an \$0.14/gal. increase. Therefore, the fuel price escalation for item # 4S (Barrett Road) for Milling, 2" thick is 20,708 sq. yd. (0.25 gal./sq. yd.) = 5,177 (\$0.14) = \$724.78; and the fuel price escalation for HMA 9.5M64 Surface Course, 2" thick is 2,623.62 tons (2.5 gal./ton) = 6,559.05 (\$0.14) = \$918.27; therefore the total fuel price adjustment for item # 4S (Barrett Road) is \$724.78 (+) \$918.27 = \$1,643.05.

The Fuel Price Index was \$3.27/gal. in Aug. 2021 when bid, and when paved in Nov. 2021, it was \$3.41/gal., or an \$0.14/gal. increase. Therefore, the fuel price escalation for item # 4S (Glenwood Mtn. Road) for Milling, 2" thick is 18,610 sq. yd. (0.25 gal./sq. yd.) = 4,652.50 (\$0.14) = \$651.35; and the fuel price escalation for HMA 9.5M64 Surface Course, 2" thick is 2,140.99 tons (2.5 gal./ton) = 5,352.48 (\$0.14) = \$749.35; therefore the total fuel price adjustment for item # 4S (Glenwood Mtn. Road) is \$651.35 (+) \$749.35 = \$1,400.70.

There was a 2% and 0.5% penalty for air voids from the cores that were taken by Key-Tech, for Lot 1 and Lot 2 respectively (copy of test results are attached). The penalty is calculated as follows: (2.0%)(0.5)(2,636.62 tons) = 26.24 Ton, plus (0.5%)(0.5)(2,636.62 tons) = 6.56 Ton. Total 32.80 tons x \$80.50/ton = \$2,640.40.

There was a 2% and 0.5% penalty for air voids from the cores that were taken by Key-Tech, for Lot 1 and Lot 2 respectively (copy of test results are attached). The penalty is calculated as follows: (2.0%)(0.5)(2,140.99 tons) = 21.41 Ton, plus (0.5%)(0.5)(2,140.99 tons) = 5.35 Ton. Total 26.76 tons x \$80.50/ton = \$2,154.18.

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
STATE AID PROJECTS
CHANGE ORDER NUMBER - 2
Division of Local Aid and Economic Development
3/8/2023**


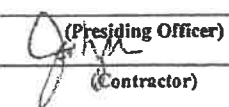
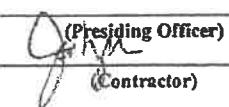
Project	PROPOSED IMPROVEMENTS TO BARRETT ROAD & GLENWOOD MOUNTAIN ROAD - MILLING & PAVING
Owner	TOWNSHIP OF VERNON, MUNICIPAL BUILDING, 21 CHURCH STREET, VERNON, NJ 07462
County	SUSSEX COUNTY
Contractor	RIVERVIEW PAVING, INC., 859 WILLOW GROVE STREET, HACKETTSTOWN, NJ 07840

In accordance with the project Supplementary Specification, the following are changes in the contract.
 Location and Reason for Change (Attach additional sheets if required) -
Location: Barrett Road & Glenwood Mountain Road
Reason: See reasons below.

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
<u>BARRETT ROAD (Municipal Aid Grant)</u>				
<u>REDUCTION</u>				
2R	AIR VOID PENALTY: Lot 1 = 2.0% & Lot 2 = 0.5% <i>There was a 2% and 0.5% penalty for air voids from the cores that were taken by Key-Tech, for Lot 1 and Lot 2 respectively (copy of test results are attached). The penalty is calculated as follows: (2.0%)(0.5)(2,636.62 tons) = 26.24 Ton, plus (0.5%)(0.5)(2,636.62 tons) = 6.56 Ton. Total 32.80 tons x \$80.50/ton = \$2,640.40.</i>	32.80 Ton	\$ 80.50	\$ 2,640.40
Total REDUCTION (BR):				\$ 2,640.40
<u>GLENWOOD MOUNTAIN ROAD (No DOT Grant)</u>				
<u>REDUCTION</u>				
2R	AIR VOID PENALTY: Lot 1 = 2.0% & Lot 2 = 0.5% <i>There was a 2% and 0.5% penalty for air voids from the cores that were taken by Key-Tech, for Lot 1 and Lot 2 respectively (copy of test results are attached). The penalty is calculated as follows: (2.0%)(0.5)(2,140.99 tons) = 21.41 Ton, plus (0.5%)(0.5)(2,140.99 tons) = 5.35 Ton. Total 26.76 tons x \$80.50/ton = \$2,154.18.</i>	26.76 Ton	\$ 80.50	\$ 2,154.18
Total REDUCTION (GMR):				\$ 2,154.18

<u>BARRETT ROAD (Municipal Aid Grant)</u>			
AMOUNT OF ORIGINAL CONTRACT:	\$279,984.20	EXTRA:	\$ -
ADJUSTED AMOUNT BASED ON CHANGE ORDER NO. 1:	\$293,613.86	SUPPLEMENTAL:	\$ -
ADJUSTED AMOUNT BASED ON CHANGE ORDER NOS. 1 & 2:	\$290,973.46	REDUCTION:	\$ 2,640.40
% CHANGE IN CONTRACT:	+ 3.92%	TOTAL CHANGE:	\$ (2,640.40)
[(+) Increase or (-) Decrease]			<u>C.O.#2 Only</u>

<u>GLENWOOD MOUNTAIN ROAD (No DOT Grant)</u>			
AMOUNT OF ORIGINAL CONTRACT:	\$262,476.70	EXTRA:	\$ -
ADJUSTED AMOUNT BASED ON CHANGE ORDER NO. 1:	\$230,094.31	SUPPLEMENTAL:	\$ -
ADJUSTED AMOUNT BASED ON CHANGE ORDER NOS. 1 & 2:	\$227,940.13	REDUCTION:	\$ 2,154.18
% CHANGE IN CONTRACT:	- 13.16%	TOTAL CHANGE:	\$ (2,154.18)
[(+) Increase or (-) Decrease]			<u>C.O.#2 Only</u>

 _____ (Engineer)	3/20/23 _____ (Date)	_____ (District Manager)	_____ (Date)
 _____ (Presiding Officer)	_____ (Date)	(Division of Local Aid and Economic Development)	
 _____ (Contractor)	3/7/23 _____ (Date)		



Riverview Paving

859 Willow Grove Street
Hackettstown, NJ 07840

Phone: 973-887-4800
Fax: 973-887-4802

March 15, 2023

To: Township of Vernon
21 Church Street
Vernon, NJ 07462

CC: Harold E. Pellow & Associates, Inc.

To whom it may concern:

This is to certify that all laborers, subcontractors and vendors have been paid in full for all services, labor and materials for the Improvements to Barrett Road & Glenwood Mountain Road - Milling & Paving Project in the Township of Vernon.

Regards,

James Mazzella
Riverview Paving, Inc.



STATE OF NEW JERSEY
PAYMENT VOUCHER
(INVOICE)

MACSE
DOCUMENT NUMBER

ACIG
PER

FY

PP START			SCHED PAY			CHK	OFF	F	RF	CK
MO	DY	YR	MO	DY	YR	CAT	LIAB	A	TY	FL

(A) VENDOR ID NUMBER
226002358

PV DATE

Agreement Date (B)	Agreement No. (B)	Contract ID # (B)	PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (H)	C TOTAL AMOUNT \$45,300.00
--------------------	-------------------	-------------------	--	-------------------------------

(D) PAYEE NAME AND ADDRESS Township of Vernon 21 Church Street Vernon, New Jersey 07462	(E) SEND COMPLETED FORM TO: NJDOT Local Aid District #1 Office 200 Sterli Court, 1 st Floor Mount Arlington, New Jersey 07856
--	--

(F) PAYEE DECLARATIONS
I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS. THAT THE DESCRIBED GOODS OR SERVICES >>>> HAVE BEEN RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT

PAYEE SIGNATURE _____
PRINT PAYEE NAME/TITLE _____ DATE _____

LINE NO	REFERENCE				(G) PAYEE REFERENCE NUMBER
	O/R	AGY	FAO/FRA #	LINE	
1					Barrett Road
2					
3					

	FUND	AGCY	ORG CODE	APPR UNIT	ACTIVITY CODE	OBJECT CODE	CFS PROJECT #	REPT CATEGORY
1								
2								
3								

	ACCOUNTS PAYABLE REFERENCE #	AMOUNT	VD
1	Municipal Aid 2021		
2			
3			

COST INCURRED DATES (H)	CONTRACT DESCRIPTION (H)	AMOUNT
	Cumulative Costs Paid to Contractors	\$338,849.70
	Cumulative Costs Paid for Construction Inspection	\$ 7,896.28
	Cumulative Costs Paid for Material Testing	\$ 1,881.81
	Total Project Cost (Chief Financial Officer's Certification)	\$348,627.79
	Less State Non-Participating Items (Police/Traffic Directors)	\$ 8,414.64
	Balance Subject to State Participation	\$340,213.15
	Allotment	\$181,200.00
	Less Previous Payments	\$135,900.00
	TOTAL	\$45,300.00

CERTIFICATION BY RECEIVING AGENCY: I certify that the above services have been rendered in accordance with the contract agreement.

Signature _____
Print Name/Title _____ Date _____

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just and payment is approved.

Authorized Signature -Accounting _____
Print Name/Title _____ Date _____

(THIS MUST APPEAR ON MUNICIPAL LETTERHEAD)

CHIEF FINANCIAL OFFICER'S CERTIFICATION

**PROJECT COMPLETION
AGREEMENT FOR STATE AID**

I hereby certify that all expenditures, \$348,627.79, for the project known as Improvements to Barrett Road in the Township of Vernon, County of Sussex are supported by valid documentation and conform with the terms of the State's Agreement.

******* CHOOSE THE APPLICABLE STATEMENT BELOW *******

The project cost is part of the Annual Single Audit prepared in conformity with the State of New Jersey Audit Policy referred to in the New Jersey Administrative Code.

******* OR *******

The project cost will be part of the next Annual Single Audit prepared in conformity with the State of New Jersey Audit Policy referred to in the New Jersey Administrative Code.

(Signature)

(Name)

(Title)

(Date)

TOWNSHIP OF VERNON

RESOLUTION #23-96

AUTHORIZING CHANGE ORDER #2 OF CONTRACT FOR PROPOSED IMPROVEMENTS OF OLD COACH ROAD & PLEASANT VALLEY ROAD WITHIN VERNON TOWNSHIP WITH TILCON NEW YORK, LLC

WHEREAS, on July 25, 2022, by way of adoption of Resolution #22-192, the Council of the Township of Vernon awarded a contract to Tilcon New York, Inc for Milling & Paving on Old Coach Road & Pleasant Valley Road which contract provided for an expenditure of \$262,054.00 and

WHEREAS, on December 20, 2022, by way of Resolution #22-199, the contract amount was decreased to \$243,285.99 through Change Order #1; and

WHEREAS, in a memo dated March 20, 2023, the Township Engineer states that the contract requires a Change Order #2 by the reduction of two (2) items in amount of \$880.95; and

WHEREAS, the Township Engineer, in concurrence with the Mayor, recommends approving Change Order No. 2 resulting in the adjusted decreased final contract amount of \$242,405.04.

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. 2 for said project resulting in the adjusted decreased final contract amount of \$242,405.04 for said project; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to Tilcon New York, Inc. and the Township Engineer.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on March 27, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS
Established 1969

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

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.
(528/84 - 727/89)

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.

March 20, 2023

MEMORANDUM TO: Mr. Howard Burrell, Vernon Township Mayor

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

SUBJECT: FINAL PAPERWORK – Tilcon New York, Inc.
Proposed Improvements to Old Coach Road & Pleasant Valley Drive
Milling & Paving per Morris County Co-Op
HPA No. 22-075

Dear Mayor,

Enclosed herewith please find the following final paperwork for Tilcon New York, Inc. in reference to the above project:

1. Copy of Vernon Township Purchase Order No. 22-01058, Drawdown No. 2 & Final, in the amount of \$3,984.77 due Tilcon New York, Inc. for final payment.
2. Estimate Certificate No. 2 & Final reflecting the final quantities used on this project.
3. Four (4) copies of Change Order No. 2 which reflect an adjusted contract amount of \$242,405.04. Kindly have an authorized Township representative sign and date all four copies on the line indicated *Presiding Officer*. Retain one copy for your file and *return the remaining three copies to this office*. We will forward one copy to Tilcon New York, Inc.; one copy to NJDOT Local Aid; and retain one copy for our records.
4. "Certification of Subcontractor/Supplier Payment by Prime Contractor" provided by Tilcon New York, Inc.

Please ensure that Tilcon New York, Inc. has provided all up-to-date payroll certifications prior to issuing payment for this project.

Very truly yours,

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

CLS:mac
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\22-075 - OLD COACH ROAD & PLEASANT VALLEY DRIVE\MILLING AND PAVING\BURRELL3.DOC

Enclosures

cc: Tilcon New York, Inc.

Township of Vernon
 21 Church Street
 Vernon, NJ 07462
 Phone: (973)764-4055
 Fax: (973)764-4799

Purchase Order

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

NO. 22-01041

ORDER DATE: 08/01/22
 DELIVERY DATE: 07/27/22
 STATE CONTRACT: MCCPC#6
 F.O.B. TERMS:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (800)789-7625
 VENDOR FAX #:
 REQUISITION #: R2201762

SHIP TO

ADMINISTRATION
 VERNON TOWNSHIP
 21 CHURCH STREET
 VERNON, NJ 07462

VENDOR

Vendor #: TILCO005

TILCON NEW YORK, INC
 9 ENTIN RD
 PARSIPPANY, NJ 07054

PAYMENT RECORD


CHECK NO.

DATE PAID

NOTICE: TAX EXEMPT - TAX ID: 22-6002358

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	Old Coach & PVL Road MCCPC#6 Milling & Paving per Resolution #22-192	C-04-22-010-01	262,054.0000	262,054.00
			TOTAL	262,054.00
	DRAWDOWN NO. 2 & FINAL FOR WORK COMPLETED THROUGH 10/31/2022 AS SHOWN ON ESTIMATE CERTIFICATE NO. 1 (ATTACHED) ORIGINAL CONTRACT AMOUNT ADJUSTED CONTRACT AMOUNT BASED ON CHANGE ORDER NOs. 1 & 2 LESS PREVIOUS PAYMENTS AMOUNT DUE THIS DRAWDOWN		\$262,054.00 \$242,405.04 (\$238,420.27)	<hr/> \$3,984.77

APPROVED FOR PURCHASE


 QUALIFIED PURCHASING AGENT
 Christopher J. Helling, Jr. / Howard L. Russell
 BUSINESS ADMINISTRATOR/MAYOR

CERTIFICATION OF FUNDS


 CHIEF FINANCIAL OFFICER

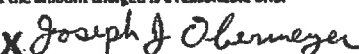
APPROVAL FOR PAYMENT

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.

 3/15/23
 DEPT. HEAD DATE

VENDOR'S CERTIFICATION & DECLARATION

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

X 
Vendor sign & return here


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

Estimate Certificate No. 2 & Final

Date: March 14, 2023
Project: Proposed Improvements to Old Coach Road & Pleasant Valley Drive - **Milling & Paving**
Owner: Township of Vernon, Municipal Building, 21 Church Street, Vernon, NJ 07462
Contractor: Ticon New York, Inc., 9 Entin Road, Parsippany, NJ 07054

Item No.	Description	Unit Measure	Original Contract Quantity	Extra or Supplemental Quantity	Reduction Quantity	Adjusted Quantity	Quantity to Date	Unit Price Totals	Total Amount to Date or Final
1	HMA Milling, 2" Thick	Sq. Yd.	16,940			16,940	16,940	\$ 2.90	\$ 49,126.00
2	HMA 9.5M64 Surface Course, 2" Thick	Ton	2,140		120.5	2,019.50	2,019.50	\$ 75.20	\$ 151,866.40
3	Fuel Price Adjustment	L.S.	100%		100%	0%	0%	\$ 20,000.00	\$ -
4	Asphalt Price Adjustment	L.S.	100%		100%	0%	0%	\$ 32,000.00	\$ -
3S	Fuel Price Adjustment	L.S.	100%		100%	100%	100%	\$ 12,165.04	\$ 12,165.04
4S	Asphalt Price Adjustment	L.S.	100%		100%	100%	100%	\$ 24,324.88	\$ 24,324.88
5S	Traffic Control	Hour	0	65		65	65	\$ 89.29	\$ 5,803.67
2R	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick, 0.5% Penalty	Ton	0%		0.5%	100%	100%	\$ (759.33)	\$ (759.33)
4R	Asphalt Price Adjustment, 0.5% Penalty	L.S.	0%		0.5%	100%	100%	\$ (121.62)	\$ (121.62)
TOTAL:									\$ 242,405.04

Original Contract \$ 262,054.00
 Total Extra & Supplemental \$ 47,293.59
 Total Reduction \$ 61,061.50
 0.5% Penalties \$ 880.95
Total Adjusted Contract \$ 242,405.04
 (Based on Change Order No. 1&2)

Recommended for Approval _____
 Approved by  _____
 INSPECTOR
 MUNICIPAL ENGINEER

Total Cost of Construction 0%
 Less Retainage of
 Less Previous Payments

PAYMENT NOW DUE: \$ 3,984.77

*Fuel Price Adjustment: Fuel price at time of bid = \$3.26,
 fuel price in August 2022 = \$4.69, August 2022 Increase = \$1.43
 fuel price in September 2022 = \$4.47, September Increase = \$1.21
 Paving: \$1.21 x 2.5 = \$3.025
 (Sept. 2022) \$3.025 x 2,019.5 Tons = \$6,108.99
 Milling: \$1.43 x 0.25 = \$0.3575
 (Aug. 2022) \$0.3575 x 16,940 SY = \$6,056.03
 Total Fuel Adjustment: \$6,108.99 + \$6,056.03 = \$12,165.04*

The Asphalt Price Index was \$509.00/ton when bid, and in September 2022, it was \$728.00/ton, or a \$219.00/ton increase. Therefore, the price increase for Item #4 is (2019.5 tons) (5.5% asphalt per ton) = 111.073 tons x \$219.00/ton = \$24,324.88.

0.5% Density Penalty as per Cores: \$75.20/ton x 2,019.5 tons x 0.5% = \$759.33
 Asphalt Price Adjustment: \$24,324.88 x 0.5% = \$121.62
 \$880.95

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
STATE AID PROJECTS
CHANGE ORDER NUMBER - 2**

Division of Local Aid and Economic Development

Project	PROPOSED IMPROVEMENTS TO OLD COACH ROAD & PLEASANT VALLEY DRIVE - MILLING & PAVING
Municipality	TOWNSHIP OF VERNON, MUNICIPAL BUILDING, 21 CHURCH STREET, VERNON, NJ 07462
County	SUSSEX
Contractor	TILCON NEW YORK, INC., 9 ENTIN ROAD, PARSIPPANY, NJ 07054

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 Old Coach Road & Pleasant Valley Drive
Reason See reasons below.

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
2R	REDUCTION HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK 0.5% PENALTY (Old Coach Road) 0.5% Density Penalty as per Cores: \$75.20/ton x 2,019.50 tons x 0.5% = \$759.33	100% L.S.	\$ 759.33	\$ 759.33
4R	ASPHALT PRICE ADJUSTMENT, 0.5% PENALTY Asphalt Price Adjustment: \$24,324.88 x 0.5% = \$121.62	100% L.S.	\$ 121.62	\$ 121.62
Total REDUCTION:				\$ 880.95

AMOUNT OF ORIGINAL CONTRACT:	<u>\$262,054.00</u>	EXTRA:	<u> </u>
ADJUSTED AMOUNT BASED ON CHANGE ORDER NO. 1:	<u>\$243,285.99</u>	SUPPLEMENTAL:	<u> </u>
ADJUSTED AMOUNT BASED ON CHANGE ORDER NOS. 1 & 2:	<u>\$242,405.04</u>	REDUCTION:	<u>\$ 880.95</u>
% CHANGE IN CONTRACT: [(+) Increase or (-) Decrease]	<u>- 7.5%</u>	TOTAL CHANGE:	<u>\$ (880.95)</u>

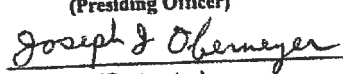


(Engineer)

3/23/20

(Date)

(District Manager) (Date)
(Division of Local Aid and Economic Development)

(Presiding Officer)


(Contractor)

(Date)
3/15/23

(Date)



TILCON NEW YORK INC.

PHONE: 973-366-7741 • 9 ENTIN ROAD • PARSIPPANY, NEW JERSEY 07054

CERTIFICATION OF SUBCONTRACTOR / SUPPLIER PAYMENT BY PRIME CONTRACTOR (as required by NJSA 52:32-41)

Contractor Name and Address: **Tilcon New York Inc.
9 Entin Road, Parsippany, NJ 07054**

Contract Description: **Milling and Paving for Old Coach & Pleasant Valley Drive,
Vernon Township, County of Sussex**

On behalf of Tilcon New York Inc., the undersigned certifies to the following:

All Subcontractors and suppliers due and owing monies from the aforementioned last progress payment for work completed and/or materials and equipment purchased have been paid; and all subcontractors and suppliers due and/or materials and equipment then purchased will be paid; except:

N/A

Name of Subcontractor or Supplier

Name of Subcontractor or Supplier

Name of Subcontractor or Supplier

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Tilcon New York Inc.
(Name of Subcontractor)

By: Joseph J Obermeyer
Joseph J. Obermeyer

Date: March 15, 2023

Title: Engineer-Performance Manager

Sworn and subscribed before me on this 15th day of March 2023.

Wendy Arias

Wendy Arias ID: 2294400
Notary Public - New Jersey
My Commission Expires 11-26-2027

Township of Vernon

Resolution #23-97

A RESOLUTION IN SUPPORT OF BILL NO. S3732 REGARDING SUPPLEMENTAL STATE AID FOR CERTAIN SCHOOL DISTRICTS

WHEREAS, the Township Council of the Township of Vernon recognizes that our children are our most precious resources and that their education is of utmost importance; and

WHEREAS, public education is integral to the democratic viability and economic future of New Jersey by directly and indirectly contributing to the intellectual and physical development of the children and young adults of our great state; and

WHEREAS, some public school districts in the State of New Jersey are subject to reductions in State school aid; and

WHEREAS, on March 16, 2023, Bill No. S3732 was introduced by State Senators Vin Gopal and Andrew Zwicker to provide additional funding to several school districts including the Vernon Township School District; and

WHEREAS, Bill No. S3732 provides that a school district that is subject to a reduction in State school aid under P.L.2018, c.67 (commonly referred to as "S2") for the 2023-2024 school year will receive an additional one-time only amount of Supplementary Stabilization Aid in the 2023-2024 school year that is equal to 66 percent of the difference between the amount of aid of received in the 2022-2023 school year and the amount of aid proposed for the 2023-2024 school year; and

WHEREAS, to receive the Supplemental Stabilization aid provided under the bill, a school district is required to submit a written plan to the Commissioner of Education explaining how the district is going to use the funds and how the district is going to fund operations in future school years in which the district does not receive Stabilization Aid or similar Supplemental Stabilization Aid; and

WHEREAS, on March 20, 2023, Bill No. S3732 was passed by the State Senate; and

WHEREAS, the adoption of Bill No. S3732 would provide additional necessary resources for the Vernon Township School District and other similarly effected school districts.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Vernon hereby supports the adoption of Bill No. S3732 regarding supplemental State aid for the Vernon Township School District and other school districts.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on March 27, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #23-98

RESOLUTION APPOINTMENT TO THE VERNON TOWNSHIP MUNICIPAL UTILITY AUTHORITY

WHEREAS, the Vernon Township Municipal Utilities Authority (“VTMUA”) is a duly established utilities authority pursuant to the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1, et seq.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, and STATE OF NEW JERSEY, that the following individual is hereby appointed as a member of the Vernon Township Municipal Utility Authority, effective 3/27/2023, for a term specified as follows:

Patrick Rizzuto **Alternate 1**
Expiring 01/31/2026

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

Vernon Township Municipal Utilities Authority

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on March 27, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #23-99


RESOLUTION REQUESTING ACCEPTANCE OF \$12,337.00 WITH TOWNSHIP CASH MATCH OF \$3,084.25 FOR THE RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES GRANT

WHEREAS, the Township of Vernon desires to obtain a grant from the New Jersey Department of Community Affairs for approximately \$12,337.00 to carry out a project to provide therapeutic horseback riding as part of RISE - Riding Inspires Student Empowerment;

WHEREAS, the Township has been awarded a \$12,337.00 State of New Jersey Recreational Opportunities for Individuals with Disabilities Grant;

WHEREAS, the Township Chief Financial Officer has certified that funds are available for the required cash-match in the amount of \$3,084.25 in account 3-01-41-000-20 entitled Matching Grant Funds

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Vernon hereby authorize the application for such a grant; and recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between Township of Vernon and the New Jersey Department of Community Affairs.,

Certification of Funds Account: 3-01-41-000-20 Matching Grant Funds Amount: \$3,084.25 CMFO Signature: 

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on March 27, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #23-100

GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, That the *Township Council* of the *Township of Vernon*, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON *MARCH 27, 2023*.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on March 27, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

**GOVERNING BODY CERTIFICATION PURSUANT TO P.L. 2017, C.183 OF COMPLIANCE
WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in
Employment Decisions Under Title VII of the Civil Rights Act of 1964"**

**GROUP AFFIDAVIT FORM FOR MUNICIPALITIES AND COUNTIES
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY
COUNTY OF *Sussex*

We, members of the governing body of the *Township of Vernon* being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the *Township Council* of the *Township of Vernon* in the county of *Sussex*;
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012);
3. We are familiar with the local unit's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the local unit's hiring practices comply with the above-referenced enforcement guidance.

(L.S.)	(L.S.)
(L.S.)	(L.S.)
(L.S.)	(L.S.)
(L.S.)	(L.S.)
(L.S.)	(L.S.)

Sworn to and subscribed before me this
_____ day of _____
Notary Public of New Jersey

Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be executed before a municipality or county can submit its approved budget to the Division of Local Government Services. The executed certificate and the adopted resolution must be kept on file and available for inspection.

TOWNSHIP OF VERNON

ORDINANCE #23-10

CAPITAL ORDINANCE

Capital Ordinance providing for Fire Department Apparatus by the Township of Vernon, in the County of Sussex, New Jersey, appropriating therefore the sum of \$340,000.00 and providing that such sum so appropriated shall be raised from the Capital Improvement Fund of the Township

BE IT ORDAINED by the Governing Body of the Township of Vernon, in the County of Sussex, New Jersey, that the following capital projects be hereby authorized but not limited to include acquisition of Fire Department Apparatus for the Fire Department for a total Improvement Authorization of \$340,000.00.

BE IT FURTHER ORDAINED that the financing for the above projects be as follows:

General Capital Improvement Fund..... \$340,000.00

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

BE IT FURTHER ORDAINED that the period of usefulness of the capital projects are in excess of the five (5) year statutory requirement, and that no debt shall be incurred by the Borough for this authorization. This ordinance shall take effect immediately upon final passage and publication as required by law.

200 RYAN STREET
SOUTH PLAINFIELD,
NJ 07080
PHONE: 800-400-8017
WWW.F-SS.COM

FIRE & SAFETY SERVICES

FIRE, MARINE
& TACTICAL
APPARATUS
• SALES
• SERVICE
• PARTS

January 9, 2023

Commissioner Daniel Gros
Twp. of Vernon Fire Department
21 Church Street
Vernon, New Jersey 07462

Commissioner Gros,

This letter is in regards to your request for revised pricing for the potential purchase of a Pierce pumper based on the Enforcer chassis for the Highland Lakes Fire Company. The itemized component list, which is attached to my email to you, details the exact components that are included in the estimated purchase price.

The current estimated purchase price for the proposed Highland Lakes pumper, utilizing the Sourcewell purchasing co-op, is \$845,300.00. This price is valid through April 21st, 2023, at which point the pricing would need to be reviewed for any possible changes/adjustments. This vehicle would be manufactured at the Pierce facility located in Appleton Wisconsin. A final inspection trip for four Highland Lakes FD members is included in the estimated purchase price along with a \$5,000.00 equipment mounting stipend. Please note that this price does not include any form of prepayment discount/s that could be offered and are available.

Please do not hesitate to contact me with any questions regarding any of the above information or if you would like to meet to review the items contained in my email in greater detail and to assure that all of the required items and components are included in my proposal.

Yours truly,
Gregg Cariddi
Sales Representative
Fire and Safety Services

Via email – 9JAN2023

Main Office and Service/Parts Fax (908) 412-0513 Sales Department Fax (908) 412-0538



200 RYAN STREET
SOUTH PLAINFIELD,
NJ 07080
PHONE: 800-400-8017
WWW.F-SS.COM

FIRE & SAFETY SERVICES

FIRE, MARINE
& TACTICAL
APPARATUS
• SALES
• SERVICE
• PARTS

January 9, 2023

Commissioner Daniel Gros
Twp. of Vernon Fire Department
21 Church Street
Vernon, New Jersey 07462

Commissioner Gros,

This letter is in regards to your request for revised pricing for the potential purchase of a Pierce 2500 Gallon tanker based on the Saber chassis for the McAfee Fire Company. The itemized component list, which is attached to my email to you, details the exact components that are included in the estimated purchase price.

The current estimated purchase price, for the proposed McAfee tanker, utilizing the Sourcewell purchasing co-op, is \$776,900.00. This price is valid through April 21st, 2023, at which point the pricing would need to be reviewed for any possible changes/adjustments. This vehicle would be manufactured at the Pierce facility located in Bradenton, Florida. A final inspection trip for four McAfee FD members is included in the estimated purchase price along with a \$5,000.00 equipment mounting stipend. Please note that this price does not include any form of prepayment discount/s that could be offered and are available.

Please do not hesitate to contact me with any questions regarding any of the above information or if you would like to meet to review the items contained in my email in greater detail and to assure that all of the required items and components are included in my proposal.

Yours truly,
Gregg Cariddi
Sales Representative
Fire and Safety Services

Via email – 9JAN2023

Main Office and Service/Parts Fax (908) 412-0513 Sales Department Fax (908) 412-0538



Marcy Gianattasio

From: Donelle Bright
Sent: Tuesday, March 21, 2023 4:04 PM
To: Marcy Gianattasio; Natalie Buccieri
Cc: Howard Burrell; Business Administrator
Subject: FW: Fire Apparatus
Attachments: 23-Capital Ordinance Fire Pumper remainder of 2021 ord.docx; Highland Lakes Pumper Pricing Letter 9JAN2023.pdf; McAfee FD Tanker Pricing Letter 9JAN2023.pdf

Good afternoon,

In discussions with the Fire Department over the past few months and attending their December/January Chief's meeting, we discussed the new apparatus that were requested this year. The Township previously appropriated the same amount budgeted for the pumper we received for Pochuck FD, which was just under \$440k. In 2021, we budgeted that same amount. However, the item was never spec'd out and ordered. McAfee requested updated quotes and fully spec'd out a vehicle that is now \$776k+. In speaking with the department, this does not include bells and whistles and they have made an effort to create a standard apparatus that would be ordered moving forward. Unfortunately, because the Township only appropriated \$440k on its 2021 Bond Ordinance, we need to appropriate another \$340k for the remainder of the vehicle before there's another price increase at the end of April. In order to do this, I have drafted the attached Capital Ordinance, which uses entirely cash to pay for this difference. Fire Department trucks have a 10-year useful life and I'd rather not create more debt for this item, as we are trying to pay for half of our fire vehicles in cash to reduce our reliance on debt.

Because McAfee was unable to spec out and order a vehicle in 2021/2022, we now are in a situation where Highland Lakes was due for a new pumper as well. This vehicle is replacing 2 vehicles in the department and totals over \$840k; ultimately, this saves around \$400k for this department. I have reached out to Bob Bienfield, our Bond Counsel to draft a bond ordinance for a debt amount of approx. 320k, as we are using previous cash funds we've put aside as well as \$350k in cash capital from this year's budget.

I would request that these go on for the 3/27 Council meeting simply so we can approve at the first meeting in April and be able to order them before they increase in price.

Thanks,

Donelle Bright, CMFO

Chief Financial Officer, Vernon Township
Chief Financial Officer, Vernon Township Municipal Utilities Authority
Administrator, Vernon Township Municipal Utilities Authority
21 Church Street
Vernon, NJ 07462
973-764-4055, ext. 2236
www.vernontwp.com
www.vernonmua.com
Ex. 14:14

****CONFIDENTIALITY NOTICE****

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TOWNSHIP OF VERNON

ORDINANCE #23-11

ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, SUPPLEMENTING CHAPTER 5, ARTICLE II ENTITLED “MAYOR AND COUNCIL” TO MAKE MEETING MINUTES COMPLIANT WITH DANIEL’S LAW

WHEREAS, in or about November 2020, Governor Murphy signed Daniel’s Law, amended the Open Public Records Act and other statutes intending to protect certain persons in public service. Specifically, Daniel’s Law prohibits the disclosure of home addresses and unpublished telephone numbers of certain active and retired law enforcement officers, judicial officers, prosecutors, and their immediate family members; and

WHEREAS, a determination has been made that there is a need to update the Township code to help ensure compliance with Daniel’s Law, as amended (P.L. 2021, c. 371).

NOW, THEREFORE, BE IT ORDAINED by the Council of the Township of Vernon, County of Sussex, and State of New Jersey, that Chapter 5 of the Township Code be supplemented as follows:

SECTION 1

§ 5-6. Meeting of Council.

G. Compliance with Daniel’s Law.

The Vernon Township Council hereby authorizes and approves the review and legally required redaction of all meeting minutes on the Township website to comply with the requirements of Daniel’s Law, as amended (P.L. 2021, c. 371).

SECTION 2

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

SECTION 3

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

SECTION 4

This Ordinance shall take effect immediately as provided by law.

VERNON TOWNSHIP

ORDINANCE #23-12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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