



VERNON TOWNSHIP COUNCIL MEETING AGENDA

DECEMBER 8, 2025

6:00 PM EXECUTIVE SESSION

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

1. CALL TO ORDER

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

3. ROLL CALL

4. EXECUTIVE SESSION – Resolution #25-303– Resolution to Enter into Executive Session PILOT

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 19, 2025 and was posted at the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A.10:4-7.

3. SALUTE THE FLAG

4. ROLL CALL

5. PRESENTATION

Recognition Special Police Officers

Special Police Officer Mike Sauer (hired in 1990, 35 years of service to Vernon Township)

Special Police Officer James Vette (hired in 1986, 39 years of service to Vernon Township)

Special Police Officer Doug Vince (hired in 1986, 39 years of service to Vernon Township)

6. MAYOR COMMENTS

7. ITEM FOR DISCUSSION

Garbage Incentive

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

9. REVIEW OF BILLS LIST

10. APPROVAL OF MINUTES

November 10, 2025 – Executive Session

November 10, 2025 – Regular Meeting

November 24, 2025 – Regular Meeting

11. CONSENT AGENDA

Resolution #25-304: Resolution of the Township of Vernon, County of Sussex, State of New Jersey, Awarding Bid #8-2025 DPW - Flooring Services

Resolution #25-305: Transfer Resolution – Balance Transfers

Resolution #25-306: Resolution Appointing Fund Commissioner

Resolution #25-307: Resolution Appointing Risk Management Consultant

Resolution #25-308: Resolution Authorizing Leasing of Certain Vehicles for the Department of Public Works Through Sourcewell National Cooperative #060618-EFM Through Enterprise Fleet Management Services Inc. (Quote No. 9387254)

Resolution #25-309: Resolution Rejecting All Bids For Bid #7R-2025 – Proposed Dodecagon Gazebo at Maple Grange Park

Resolution #25-310: Resolution Authorizing Negotiations For Proposed Dodecagon Gazebo at Maple Grange Park Under N.J.S.A. 40A:11-5(3)

Resolution #25-311: Resolution Appointments to the Vernon Township Municipal Utility Authority

INTRODUCTION OF ORDINANCE

- 12. Ordinance #25-17:** Ordinance of the Township of Vernon, County of Sussex, New Jersey Approving Application for a Long Term Tax Exemption and Authorizing the Execution of a Financial Agreement with Omega Drive Redevelopment Urban Renewal, LLC

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

14. COUNCIL COMMENTS

15. COUNCIL PRESIDENT COMMENTS

16. ADJOURNMENT

VERNON TOWNSHIP

RESOLUTION #25-303

RESOLUTION TO ENTER INTO AN EXECUTIVE SESSION

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

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

WHEREAS, the Governing Body wishes to discuss:

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

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

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on December 8, 2025 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

ORDINANCE #25-17

ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, NEW JERSEY APPROVING APPLICATION FOR A LONG TERM TAX EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH OMEGA DRIVE REDEVELOPMENT URBAN RENEWAL, LLC

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* as amended and supplemented (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, on April 23, 2018, pursuant to Resolution 18-135, the Township Council (the “**Township Council**”) of the Township of Vernon (the “**Township**”) designated a total of 173 lots, including that certain property identified on the official tax maps of the Township as Block 403, Lots 2 and 3 (and previously identified as Block 141.02, Lots 2 and 3), as a non-condemnation “area in need of redevelopment” (the “**Redevelopment Area**”) in accordance with the Redevelopment Law; and

WHEREAS, on April 26, 2021, the Township Council adopted Ordinance No. 21-10, adopting the “Town Center Redevelopment Plan” for the Redevelopment Area, prepared by J. Caldwell & Associates, LLC, dated March 25, 2021 (as the same may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, Omega Drive Redevelopment Urban Renewal, LLC (the “**Entity**”) is the owner of certain property within the Redevelopment Area identified as Block 403, Lots 2 and 3 on the official Tax Maps of the Township (the “**Property**”) and has proposed to redevelop the Property by constructing thereon a four-story, multi-family residential building containing a total of twenty-seven (27) residential rental units, including six (6) units affordable to low- and moderate-income families, forty-two (42) off-street parking spaces, two (2) of which will be designated as ADA-compliant, along with associated on-site and off-site improvements (collectively, the “**Project**”); and

WHEREAS, in order to improve the feasibility of the Project, the Entity submitted an application (the “**Application**”) to the Mayor of the Township for a long term tax exemption pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the “**Exemption Law**”); and

WHEREAS, the Mayor submitted the Application and the form of financial agreement on file in the office of the Township Clerk and available for public inspection (the “**Financial Agreement**”) to the Township Council with his recommendation for approval, a copy of which recommendation is on file with the Township Clerk; and

WHEREAS, the Township Council has determined that the Project represents an undertaking permitted by the Exemption Law, and hereby finds that the relative benefits of the Project justify the long term tax exemption requested in the Application.

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

Section 1. The aforementioned recitals are incorporated herein as though set forth at length.

Section 2. The Township Council hereby approves the Application and the Financial Agreement. The Township Council hereby further approves the findings set forth in the Financial Agreement, consisting of the benefits of the Project versus costs, and the importance of the long term tax exemption.

Section 3. The Mayor is hereby authorized to execute the Financial Agreement substantially in the form on file in the office of the Township Clerk and available for public inspection, together with such additions, deletion, modifications, or revisions deemed necessary or desirable in consultation with counsel to the Borough.

Section 4. The Township Clerk is hereby authorized and directed, upon execution of the Financial Agreement by the Mayor, to attest to the signature of the Mayor and to affix the corporate seal of the Township upon such document.

Section 5. The Township Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Township in accordance with Section 12 of the Exemption Law.

Section 6. In accordance with P.L. 2015, c. 247, within ten (10) calendar day following the later of the effective date of this ordinance or the execution of the Financial Agreement by the Entity, the Township Clerk also shall transmit a certified copy of this ordinance and the Financial Agreement to the chief financial officer of Sussex County and to the Sussex County counsel for informational purposes.

Section 7. The Mayor and the Township Clerk are hereby authorized to take such action and to execute such other documents, on behalf of the Township, in consultation with counsel, as may be necessary to effectuate the terms of the Financial Agreement.

Section 8. If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

Section 9. A copy of this ordinance shall be available for public inspection at the offices of the Township.

Section 10. This ordinance shall take effect in accordance with applicable law.



Township of Vernon
21 Church Street
Vernon, NJ 07462
973-764-4055 x2238
973-764-6393 fax

November 24, 2025

Mayor Anthony Rossi
Township of Vernon
21 Church Street
Vernon, New Jersey 07462

**Re: Application Pursuant to *N.J.S.A. 40A:20-1 et seq.*
Omega Drive Redevelopment Urban Renewal, LLC**

Dear Ms. Gianattasio:

In accordance with the requirements of the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.* (the "Exemption Law"), I have reviewed the application, proposed financial agreement and related documents (collectively, the "Application") submitted by Omega Drive Redevelopment Urban Renewal, LLC (the "Entity") for the proposed redevelopment of the property currently identified as Block 403, Lots 2 and 3 (formerly Block 141.02, Lots 2 and 3) on the Official Tax Maps of the Township of Vernon (the "Property"). The Entity proposes to redevelop the Property by constructing thereon a four-story, multi-family residential building containing a total of twenty-seven (27) residential rental units, inclusive of six (6) units affordable to low- and moderate-income families, forty-two (42) off-street parking spaces, two (2) of which will be designated as ADA-compliant, along with associated on-site and off-site improvements (collectively, the "Project").

The Project will provide both short- and long-term economic development advantages to the Township inasmuch as it will be beneficial to the overall community; will achieve the goals and objectives of the Town Center Redevelopment Plan; will help revitalize the Property; will improve the quality of life for the community; will create 29 full-time temporary jobs, and 14 full-time permanent jobs in the Township; will serve as a catalyst for further private investment in areas surrounding the Property; and will enhance the economic development of the Township.

I believe that the Project is a desirable and beneficial improvement in the Township and that the use of the Exemption Law will assist the Township in advancing the revitalization of the redevelopment area. Therefore, I recommend that the Application be favorably considered by the Township Council, provided that all legal prerequisites have been met.

Sincerely,

Anthony L. Rossi
Mayor

**FINANCIAL AGREEMENT FOR
LONG TERM TAX EXEMPTION**
N.J.S.A. 40A:20-1 et seq.

by and between

TOWNSHIP OF VERNON

and

OMEGA DRIVE REDEVELOPMENT URBAN RENEWAL, LLC

Dated: [●], 202[●]

THIS FINANCIAL AGREEMENT is made this ____ day of _____, 2025 (hereinafter this “**Agreement**”) by and between **OMEGA DRIVE REDEVELOPMENT URBAN RENEWAL, LLC** (the “**Entity**”) a New Jersey limited liability company and an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 *et seq.*, as amended and supplemented (the “**Exemption Law**”), with offices at 241 Hudson Street, Hackensack, New Jersey 07601, and the **TOWNSHIP OF VERNON**, a municipal corporation of the State of New Jersey, having an address at 21 Church Street, Vernon, New Jersey 07462 (the “**Township**”; and together with the Entity, the “**Parties**” or “**Party**”).

WITNESSETH:

WHEREAS, on April 23, 2018, pursuant to Resolution 18-135, the Vernon Township Council (the “**Township Council**”) designated a total of 173 lots, including that certain property identified as Block 403, Lots 2 and 3 (and previously identified as Block 141.02, Lots 2 and 3) on the official Tax Maps of the Township, as a non-condemnation “area in need of redevelopment” (collectively, the “**Redevelopment Area**”) in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*, as amended and supplemented (the “**Redevelopment Law**”); and

WHEREAS, by the adoption of Ordinance No. 21-10 on April 26, 2021, the Township Council duly adopted a redevelopment plan for the Redevelopment Area, entitled, “Town Center Redevelopment Plan”, prepared by J. Caldwell & Associates, LLC, dated March 25, 2021 (as the same may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Entity is the owner of certain property within the Redevelopment Area identified as Block 403, Lots 2 and 3 on the official Tax Maps of the Township, as more particularly described in that certain metes and bounds description attached hereto as **Exhibit A** and hereby made a part hereof (the “**Property**”); and

WHEREAS, the Entity proposes to redevelop the Property by constructing thereon a four-story, multi-family residential building containing a total of twenty-seven (27) residential rental units, inclusive of six (6) units affordable to low- and moderate-income families, forty-two (42) off-street parking spaces, two (2) of which will be designated as ADA-compliant, along with associated on-site and off-site improvements (collectively, the “**Project**”); and

WHEREAS, in accordance with the Exemption Law, the Entity filed an application with the Township for approval of a tax exemption (the “**Tax Exemption**”) for the Project (the “**Application**”), a copy of which is annexed hereto and made a part hereof as **Exhibit B**; and

WHEREAS, on [●], the Mayor recommended to the Township Council that the Application be approved, provided that all legal prerequisites are met; and

WHEREAS, on [●] by Ordinance No. [●] (the “**Ordinance**”), the Township Council approved the Application, authorized the Tax Exemption, subject to the terms and conditions of this Agreement, and authorized the execution of this Agreement; and

WHEREAS, pursuant to this Agreement, the Township and the Entity desire to set forth in detail their mutual rights and obligations with respect to the Tax Exemption; and

WHEREAS, the Township Council has reviewed the Application and has made the following findings:

A. Benefits of Project v. Costs.

i. The development and construction of the Project, as set forth in this Agreement and the Redevelopment Plan, will be beneficial to the overall community; will achieve the goals and objectives of the Redevelopment Plan; will help revitalize the Property; will improve the quality of life for the community; will serve as a catalyst for further private investment in areas surrounding the Property and will enhance the economic development of the Township.

ii. It is anticipated that the development of the Project will create approximately twenty-nine (29) full-time temporary jobs and fourteen (14) full-time permanent jobs as a result of the Project.

iii. In 2025, the Property, including the improvements thereon, will generate approximately \$3,820 in total real estate taxes to all government units, including \$[●] to the Township. Pursuant to this Agreement, the Project is projected to generate revenue for the Township in the first year of approximately \$75,000, well in excess of the municipal revenue to be generated by *ad valorem* taxes in 2025. The benefits to the Township accruing as a result of the Project, including the generation of jobs, the revitalization of the Redevelopment Area, and the generation of municipal revenues, will substantially outweigh any incremental costs to the Township resulting from the Tax Exemption granted herein. It is anticipated that the benefits projected above will be realized, however, it is understood and agreed that these benefits are speculative and not guaranteed outcomes of the Project.

B. Importance of Tax Exemption.

The Township Council’s approval of the Tax Exemption set forth herein is essential to the success of the Project because:

i. The relative stability and predictability of the Annual Service Charge (as defined below) associated with the Project will make it more attractive to financial institutions whose participation is necessary in order to finance the Project.

ii. The relative stability and predictability of the Annual Service Charge will allow the Entity to provide a high level of maintenance for the Property and will have a positive impact on the surrounding area and overall community.

iii. The relative stability and predictability of the Annual Service Charge will allow the Project to achieve economies of scale and be financially feasible due to the combined factors of the overall size of the Project and the inclusion of over 20% low- and moderate-income residential units.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement mutually covenant and agree as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Exemption Law, the Redevelopment Law, the Ordinance, and all other Applicable Laws, as defined below. It is expressly understood and agreed that the Township has relied upon the facts, data, and representations contained in the Application in granting the Tax Exemption and the Application is hereby incorporated into this Agreement by reference.

Section 1.2 General Definitions and Construction

The recitals and exhibits to this Agreement are hereby incorporated by reference herein as if set forth at length. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms and phrases shall have the following respective meanings:

- a. **Administrative Fee** – Shall have the meaning specified in Section 4.9 hereof.
- b. **Affiliate** – With respect to any person or entity, any other person or entity directly or indirectly Controlling or Controlled by, or under direct common Control with, such person or entity.
- c. **Agreement** – Shall have the meaning specified in the preamble hereof.
- d. **Allowable Net Profit (also referred to as “ANP”)** – The amount arrived at by applying the Allowable Profit Rate pursuant to the provisions of *N.J.S.A. 40A:20-3*.
- e. **Allowable Profit Rate (also referred to as the “APR”)** – The greater of twelve percent (12%) or the percentage per annum arrived at by adding one and one-quarter percent (1.25%) to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing for the Project. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing or if the financing is internal or undertaken by a related party, the APR shall be the greater of twelve percent (12%) or the percentage per annum arrived at by adding one and one-quarter percent (1.25%) to the prevailing per annum

interest rate on mortgage financing on comparable improvements within Sussex County. The provisions of *N.J.S.A.* 40A:20-3(b) are incorporated herein by reference.

- f. **Annual Gross Revenue** (also referred to as the “AGR”) – Annual gross revenue for the Project, as determined pursuant to the Exemption Law and the terms of this Agreement.
- g. **Annual Service Charge** (also referred to as the “ASC”) – The total annual amount that the Entity has agreed to pay the Township for municipal services supplied to the Project, which sum is in lieu of any taxes on the Land and the Improvements pursuant to the Exemption Law, which amount shall be prorated in the year in which the Annual Service Charge begins and the year in which the Annual Service Charge terminates. The Annual Service Charge shall be calculated pursuant to Article IV hereof.
- h. **Annual Audited Statement** – Shall mean a complete financial statement outlining the financial status of the Project, which shall also include a computation of Net Profit, Allowable Net Profit, and Annual Gross Revenue, prepared annually by the Entity’s certified public accountant. The contents of each Annual Audited Statement shall be prepared in conformity with Generally Accepted Accounting Principles, the Exemption Law, and this Agreement.
- i. **Applicable Law** – Shall mean any and all federal, state and local laws, rules, regulations, rulings, court orders, statutes and ordinances applicable to the Project, the Property and the Tax Exemption.
- j. **Application** – Shall have the meaning specified in the recitals of this Agreement.
- k. **ASC Commencement Date** – The first day of the month immediately following the Substantial Completion of any portion of the Project.
- l. **Certificate of Occupancy** – A temporary or permanent certificate of occupancy issued by the appropriate Township official, pursuant to *N.J.S.A.* 52:27D-133.
- m. **Control** – As used with respect to any person or entity, shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management and operation of such person or entity, whether through the ownership of voting securities or by contract or other written agreements.
- n. **Commencement of Construction** – The undertaking of any actual physical construction of any portion of the Project, including demolition, site preparation, environmental remediation, construction of Improvements or construction or upgrading of infrastructure.
- o. **Completion of Construction** – The completion of construction of the Project, in accordance with the Redevelopment Plan and Governmental Approvals, sufficient for issuance of a Certificate of Occupancy and subject only to installation of landscaping, if the delay in completion thereof is necessitated by seasonal concerns.

- p. **Days** – Whenever the word “Days” is used to denote time, it shall mean calendar days.
- q. **Debt Service** – The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the Project for a period equal to the term of the Tax Exemption granted by this Agreement.
- r. **Default** – A breach or failure of the Township or the Entity to perform any obligation imposed by the terms of this Agreement, or under the Exemption Law, beyond any applicable grace or cure periods set forth herein.
- s. **Effective Date** – The date that this Agreement has been executed by both Parties.
- t. **Entity** – Shall mean the entity specified in the preamble of this Agreement, which shall be qualified as an urban renewal entity under the Exemption Law. Unless the context provides otherwise, it shall also include any permitted Transferee, which shall also be qualified as an urban renewal entity under the Exemption Law as set forth in Section 8.1 hereof.
- u. **Excess Net Profits** – The amount of Net Profits that exceeds the Allowable Net Profits (ANP) for the applicable accounting period as determined in accordance with the Exemption Law.
- v. **Exemption Law** – Shall have the meaning specified in the preamble of this Agreement.
- w. **Governmental Approvals** – All governmental consents, approvals, licenses or permits required for Commencement of Construction, Completion of Construction, and use and occupancy of the Project.
- x. **Improvements** – Any building, structure or fixture comprising the Project which is permanently affixed to the Property to be constructed and exempt under this Agreement.
- y. **Land Taxes** – The amount of any real estate taxes levied on the Property, exclusive of any Improvements related thereto.
- z. **Minimum Annual Service Charge** – The amount of the total taxes levied against the Property in the last full tax year in which the Property was subject to taxation.
- aa. **Net Profit** – Annual Gross Revenue (AGR) less all operating and non-operating expenses and costs of the Entity, all determined in accordance with Generally Accepted Accounting Principles and the provisions of *N.J.S.A. 40A:20-3(c)*, but: (1) there shall be included in expenses: (a) all annual service charges paid pursuant to *N.J.S.A. 40A:20-12*; (b) all payments to the municipality of excess profits pursuant to *N.J.S.A. 40A:20-15* or *N.J.S.A. 40A:20-16*; (c) an annual amount sufficient to amortize the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of

any other entity whose revenue is included in the computation of excess profits, over the term of the abatement as set forth in this Agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of Excess Net Profits, including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies, and payments into repair or maintenance reserve accounts; (e) all payments of rent including, but not limited to, ground rent by the Entity (if applicable); (f) all Debt Service; and (2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of Debt Service, income taxes, or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the Entity, or officers, partners or other persons holding any proprietary ownership interest in the Entity.

- bb. **Ordinance** – Shall have the meaning specified in the recitals of this Agreement.
- cc. **Party or Parties** – Shall have the meaning specified in the preamble of this Agreement.
- dd. **Payment Default** – Shall have the meaning specified in the Section 5.4 of this Agreement.
- ee. **Project** – Shall have the meaning specified in the recitals of this Agreement.
- ff. **Property** – Shall have the meaning specified in the recitals of this Agreement.
- gg. **Redevelopment Area** – Shall have the meaning specified in the recitals of this Agreement.
- hh. **Redevelopment Law** – Shall have the meaning specified in the recitals of this Agreement.
- ii. **Redevelopment Plan** – Shall have the meaning specified in the recitals of this Agreement.
- jj. **Rental Unit** – A residential unit within the Project made available for rent to the public.
- kk. **Reserve** – Shall have the meaning specified in Section 6.2 of this Agreement.
- ll. **Secured Party or Secured Parties** – Shall have the meaning specified in Section 8.3(b) of this Agreement.
- mm. **Security Arrangements** – Shall have the meaning defined in Section 8.3(b) of this Agreement.
- nn. **Substantial Completion** – The determination by the Township construction official that the Project, in whole or in part, is ready for the use intended, which shall mean the date on which the Project receives, or is eligible to receive, any Certificate of Occupancy for any portion of the Project.
- oo. **Tax Exemption** – Shall have the meaning specified in the recitals of this Agreement.

- pp. **Tenant** – Any tenant of a Rental Unit.
- qq. **Termination Date** – The earlier to occur of (i) the thirty-fifth (35th) anniversary of the Effective Date; (ii) the thirtieth (30th) anniversary date of the ASC Commencement Date; or (iii) such other date as this Agreement may terminate pursuant to the terms hereof or pursuant to Applicable Law.
- rr. **Total Project Cost** – Shall be as calculated in accordance with Section 3(h) of the Exemption Law.
- ss. **Township** – Shall have the meaning specified in the preamble of this Agreement.
- tt. **Township Council** – Shall have the meaning specified in the recitals of this Agreement.
- uu. **Transfer** – Shall have the meaning specified in Section 8.1 of this Agreement.
- vv. **Transferee** – Shall have the meaning specified in Section 8.1 of this Agreement.

Section 1.3 Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

A. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Agreement.

B. Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

C. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

D. Any headings preceding the texts of the several articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. All references to articles, sections or exhibits in this Agreement shall, unless indicated otherwise, refer to the articles, sections or exhibits in this Agreement.

E. Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

F. All notices to be given hereunder and responses thereto shall be given, unless a certain number of Days is specified, within a reasonable time, which shall not be less than ten (10) Days nor more than twenty (20) Days, unless the context dictates otherwise.

G. All exhibits referred to in this Agreement and attached hereto are incorporated herein and made a part hereof.

ARTICLE II - PROJECT AND PROPERTY

Section 2.1. Project, Project Timeline and Project Construction.

(a) Project description. The Entity proposes to redevelop the Property by constructing thereon a four-story, multi-family residential building containing a total of twenty-seven (27) residential rental units, including six (6) units affordable to low- and moderate-income families, forty-two (42) off-street parking spaces, two (2) of which will be designated as ADA-compliant, along with associated on-site and off-site improvements.

(b) Timeline and Implementation of the Project.

(i) Entity shall obtain all Governmental Approvals required for Commencement of Construction no later than ninety (90) Days after the Effective Date;

(ii) Entity shall Commence Construction within sixty (60) Days after the receipt of all Governmental Approvals required for the Commencement of Construction, but in any event not later than June 1, 2026;

(iii) Entity shall Complete Construction on or before twenty four (24) months after the Commencement of Construction, but in any event not later than June 1, 2028.

If, subject to the provisions of this Agreement, the Entity fails, or determines that it will fail, to meet any relevant date for the completion of a task set forth in the Project timeline set forth above, for any reason, the Entity shall promptly provide notice to the Township stating: (i) the reason for the failure or anticipated failure, (ii) the Entity's proposed method for correcting such failure, (iii) the Entity's proposal for revising the timeline, and (iv) the method or methods by which the Entity proposes to achieve subsequent tasks by the relevant dates set forth in the revised Project timeline. The Entity's proposed revisions to the Project timeline shall be subject to the Township's approval, which shall not be unreasonably withheld, conditioned or delayed. Failure by the Entity to diligently implement and complete the Project in accordance with the timeline provided in this Section 2.1(b), shall be a breach of this Agreement.

Section 2.2 Township's Findings.

Pursuant to the Exemption Law, the Township finds that the Tax Exemption granted pursuant to this Agreement will benefit the Township and the community by assuring the success of the redevelopment of the Property, which exhibits the statutorily recognized redevelopment

criteria. The development and construction of the Project, as set forth in this Agreement and the Redevelopment Plan, will achieve the goals and objectives of the Redevelopment Plan; will help revitalize the Property; will improve the quality of life for the community; is expected to generate approximately twenty-nine (29) full-time temporary jobs and fourteen (14) full-time permanent jobs; will serve as a catalyst for further private investment in areas surrounding the Property and will enhance the economic development of the Township. The benefits to the Township accruing as a result of the Project, the generation of jobs, the revitalization of the Redevelopment Area, and the generation of municipal revenues, will substantially outweigh any incremental costs to the Township resulting from the Tax Exemption granted herein. It is anticipated that the benefits mentioned in this Agreement will be realized, however, it is understood and agreed that these benefits are speculative and not guaranteed outcomes of the Project.

The Tax Exemption is important to the Township and the Entity because without the incentive of the Tax Exemption, it is unlikely that the Project would be undertaken. The Tax Exemption will allow the Entity to provide a high level of maintenance for the Property and will support the costs of undertaking an inclusionary multi-family residential development in the Redevelopment Area, all of which is expected to attract future occupants to the Project.

Section 2.3 Approval of Agreement.

The Township hereby approves a Tax Exemption for the Project, which is to be constructed, operated and maintained on the Property in accordance with the terms and conditions set forth herein, the provisions of the Exemption Law, and other Applicable Law.

Section 2.4 Approval of the Entity.

The Township hereby approves of the Entity in reliance upon the Entity's representation that its certificate of formation contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the New Jersey State Department of Community Affairs, and has been filed with, as appropriate, the New Jersey State Department of Treasury, all in accordance with *N.J.S.A. 40A:20-5*.

Section 2.5 Redevelopment of the Property.

The Entity agrees that it will develop, construct, operate and maintain the Project in accordance with the terms of the Redevelopment Plan. The final design of the Project has been approved by the Land Use Board of the Township, in accordance with the Redevelopment Plan.

Section 2.6 Entity's Relationship to Property.

The Property will be owned in fee simple by the Entity. The Entity may, at its discretion, enter into leases with third parties for the use and occupancy of the Property, provided that such lease is in compliance with the terms and conditions of this Agreement and the Exemption Law.

ARTICLE III – OWNERSHIP, MANAGEMENT AND CONTROL

Section 3.1 Entity's Representation.

The Entity represents that it shall remain the fee title owner of the Property throughout the development and construction of same, subject to its right of Transfer in accordance with Section 8.1 hereof.

Section 3.2 Required Provisions of Financial Agreement.

To the extent not otherwise set forth herein, those items required by *N.J.S.A. 40A:20-9* to be included in this Agreement are set forth in the Application attached hereto as **Exhibit B**, which is incorporated herein as if set forth at length, and the Entity represents and warrants as to the accuracy of the contents thereof.

Section 3.3 Fiscal Plan.

The Entity represents that the Improvements shall be financed in accordance with the representations set forth in the Application, including the Fiscal Plan attached thereto, which is also attached hereto as **Exhibit C**. The Application and Fiscal Plan set forth, among other things, the estimated Total Project Cost, amortization rates on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid in capital, and the terms of any mortgage amortization.

Section 3.4 Estimated Rental Schedule.

The Entity sets forth its good faith projections of the Annual Gross Revenue from the Project in the Fiscal Plan.

ARTICLE IV - TAX EXEMPTION; ANNUAL SERVICE CHARGE

Section 4.1 Term.

Subject to compliance with this Agreement, this Agreement shall be in effect from the Effective Date through the Termination Date. However, in no case shall this Agreement remain in effect longer than 35 years from the Effective Date. Upon the expiration of this Agreement (i) the tax exemption for the Project shall expire and the Property and the Improvements thereon shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Township and (ii) any restrictions and limitations upon the Entity shall terminate upon such Entity's rendering and the Township's acceptance of its final accounting to the Township, pursuant to *N.J.S.A. 40A:20-13*.

Section 4.2 Calculation of Annual Service Charge.

In consideration of the Township granting the Entity the Tax Exemption set forth in this Agreement, the Entity shall pay to the Township for municipal services supplied to the Project, as provided in the Exemption Law, an Annual Service Charge as follows:

(a) **Stage One (Years 1-6)**: From the ASC Commencement Date until the sixth anniversary of the ASC Commencement Date, the Annual Service Charge shall be ten percent (10%) of AGR;

(b) **Stage Two (Years 7-11)**: From the first day after the sixth anniversary of the ASC Commencement Date until the eleventh anniversary of the ASC Commencement Date, the Annual Service Charge shall be equal to the greater of eleven percent (11%) of AGR or twenty percent (20%) of the amount of the taxes otherwise due on the value of the Property and the Improvements;

(c) **Stage Three (Years 12-16)**: From the first day after the eleventh anniversary of the ASC Commencement Date until the sixteenth anniversary of the ASC Commencement Date, the Annual Service Charge shall be equal to the greater of twelve percent (12%) of AGR or forty percent (40%) of the amount of the taxes otherwise due on the value of the Property and the Improvements;

(d) **Stage Four (Years 17-21)**: From the first day after the sixteenth anniversary of the ASC Commencement Date until the twenty-first anniversary of the ASC Commencement Date, the Annual Service Charge shall be equal to the greater of thirteen percent (13%) of AGR or sixty percent (60%) of the amount of the taxes otherwise due on the value of the Property and the Improvements;

(e) **Stage Five (Years 22-30)**: From the first day after the twenty-first anniversary of the ASC Commencement Date until the thirtieth anniversary of the ASC Commencement Date, the Annual Service Charge shall be equal to the greater of thirteen percent (13%) of AGR or eighty percent (80%) of the amount of the taxes otherwise due on the value of the Property and the Improvements.

Section 4.3 Minimum Annual Service Charge.

Notwithstanding anything to the contrary in this Agreement, including, without limitation, Section 4.2 hereof, the Annual Service Charge for the Project shall not be less than the Minimum Annual Service Charge.

Section 4.4 Land Tax Exemption and Duration.

The Property shall be exempt from Land Taxes from the ASC Commencement Date through the Termination Date in accordance with *N.J.S.A. 40A:20-12*; provided however, that if such exemption of Land Taxes is invalidated by a court of competent jurisdiction, then this Agreement shall remain in full force and effect and shall be reformed to provide that:

(a) Land Taxes are assessed on the Property; and

(b) the Entity, or its Transferee, shall be entitled to a credit against the Annual Service Charge for the amount, without interest, of the Land Tax payments timely made in the last four (4) preceding quarterly installments.

Section 4.5 Quarterly Installments.

The Annual Service Charge or the Minimum Annual Service Charge, as the case may be, and if applicable, Land Taxes, shall be paid in quarterly installments on those dates when *ad valorem* real estate tax payments on other properties within the Township are due, subject to adjustment for overpayment or underpayment within thirty (30) Days after the close of each calendar year. If the Entity fails to so pay, the amount unpaid shall bear the highest rate of interest permitted in the case of the unpaid taxes or tax liens on the Property until paid. The Entity's failure to make the requisite payments of Annual Service Charge or Minimum Annual Service Charge, or if applicable, Land Taxes, in a timely manner shall constitute a Default under this Agreement, and the Township may, among its other remedies as provided in this Agreement, proceed against the Project pursuant to the In Rem Tax Foreclosure Act, *N.J.S.A. 54:5-1 et seq.* In addition, the Township may terminate this Agreement with respect to the Project in accordance with Section 5.3 hereof. Any Default arising out of the Entity's failure to pay the Annual Service Charge, Minimum Annual Service Charge, or if applicable, Land Taxes, shall not be subject to the dispute resolution remedies provided in Section 5.1.

Section 4.6 Rights and Obligations Related to Tax Exemption.

(a) All Annual Service Charge or Minimum Annual Service Charge payments, as the case may be, made pursuant to this Agreement shall be in lieu of taxes and, as set forth above, the Township shall have the rights and remedies of tax enforcement granted to a municipality by Applicable Law, including those of in rem tax foreclosure pursuant to *N.J.S.A. 54:5-1 et seq.*, just as if said payments constituted regular real property tax obligations on other real properties within the Township.

(b) If the ASC Commencement Date occurs on a date other than the last day of a quarter, the amount of ad valorem real estate taxes for such period up to the ASC Commencement Date shall be based on a per diem basis for such quarter.

(c) Any lease of a Rental Unit to a Tenant shall be subject to the terms of this Agreement and shall not require the consent or approval of the Township. Upon the lease of the subject Rental Unit, the Entity, or the Tenant, if required by the terms of its lease agreement, shall be responsible for the payment of the applicable Annual Service Charge or Minimum Service Charge calculated pursuant to this Agreement. Notwithstanding the foregoing, the Township shall look solely to the Entity and not any Tenant with respect to the collection of the unpaid portion of the Annual Service Charge imputed to the Tenant. In other words, the Entity shall be responsible for the full payment of the Annual Service Charge to the Township irrespective of whether the Tenant has or has not paid its portion of the Annual Service Charge to the Entity.

Section 4.7 Remittance to County.

The Township shall remit to the County of Sussex five percent (5%) of the Annual Service Charge received each year from the Entity for the Tax Exemption, pursuant to *N.J.S.A. 40A:20-12(b)(2)(e)*.

Section 4.8 Payment of Conventional Taxes prior to ASC Commencement Date.

The Parties agree that conventional property taxes, including Land Taxes, are due from time to time in accordance with Applicable Law prior to the ASC Commencement Date.

Section 4.9 Administrative Fee.

In addition to the Annual Service Charge, the Entity shall submit to the Township an annual administrative fee in an amount equal to two percent (2%) of the Annual Service Charge (the “**Administrative Fee**”). The Administrative Fee shall be due on or before November 1 in each year following the ASC Commencement Date.

Section 4.10 Other Municipal Services.

Nothing herein shall exempt the Entity from the payment of any applicable municipal service charges of fees applicable to the Project pursuant to Applicable Law. The Entity shall timely pay for municipal services rendered to the Project or to the Property in accordance with the requirements of Applicable Law.

ARTICLE V - DISPUTE RESOLUTION; DEFAULT

Section 5.1 Agreement to Arbitrate.

If the Township or the Entity breaches this Agreement (other than with respect to a Payment Default), or a dispute arises between the Parties regarding the terms and provisions set forth herein, then the Parties shall submit the dispute to arbitration, which shall utilize State law and the arbitration rules of the American Arbitration Association in the State of New Jersey, to be resolved in accordance with its rules and regulations in such fashion as to accomplish the purposes of the Exemption Law and this Agreement. The costs of arbitration shall be borne equally by the Parties involved in the arbitration. The demand for arbitration shall be filed in writing and shall be made within a reasonable time after a dispute or breach occurs. (Section 1.3(F) hereof shall not apply for purposes of the foregoing sentence.) The arbitrator(s) shall make written findings of fact and conclusions of law. Any arbitration award may be appealed by either party to the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the State courts, and shall not be limited in any way due to the origin of the action in arbitration.

Notwithstanding the foregoing, if the Entity fails to pay the Annual Service Charge, Minimum Annual Service Charge, the Administrative Fee or if applicable, Land Taxes, the Township among its other remedies, reserves the right to proceed against the Project, pursuant to *N.J.S.A. 54:5-1 to -129*, and any Act supplementary or amendatory thereof, and shall not be required to submit such matters to arbitration. Whenever the word “Taxes” appears or is applied, directly or implied, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the Annual Service Charge are taxes or municipal liens on land.

Section 5.2 Covenant to Make Payments.

The Entity agrees that the timely payment of the Land Taxes (during any period in which Land Taxes are not exempt hereunder), the Administrative Fee and the Annual Service Charge or the Minimum Annual Service Charge to the Township, as applicable, as well as continued compliance with the Applicable Laws, are material conditions of this Agreement. The failure to make any of the aforesaid payments when due shall constitute both a breach of this Agreement and a tax payment delinquency under Applicable Law.

Section 5.3 Remedies upon Default.

All of the remedies provided in this Agreement, and all rights and remedies granted to the Parties by law and equity, shall be cumulative and concurrent. No termination of any provision within this Agreement shall deprive the Township of any of its remedies in accordance with law or actions against the Entity because of its failure to pay Land Taxes (during any period in which Land Taxes are not exempt hereunder), the Administrative Fee the Annual Service Charge or Minimum Annual Service Charge, as applicable, and/or the water and sewer charges with applicable interest thereon. The bringing of any action due to a Default under this Agreement shall not be construed as a waiver of the right to enforce any other remedy provided in this Agreement. Nothing in this Agreement shall be deemed to create personal liability on the part of any Entity for any of the provisions of this Agreement, or the Township’s rights and remedies to collect any obligation due and owing hereunder to be the same as the Township’s rights and remedies with respect to collection of real estate taxes generally under applicable law.

Section 5.4 Notification of Breach Required.

Other than with respect to the nonpayment or late payment of all or a portion of Land Taxes, the Administrative Fee, Annual Service Charge or Minimum Annual Service Charge, as applicable (any of the foregoing a “**Payment Default**”), the Township shall notify the Entity in writing of any breach relating to the terms of this Agreement. If the Entity fails to cure a Payment Default within ten (10) Days of its occurrence, or fails to cure any other breach within thirty (30) Days after the actual delivery of notice by the Township, or within any additional periods to which the Parties may agree to, in writing (with respect to defaults other than Payment Defaults, the Township shall not unreasonably refuse to grant a reasonable extension of the cure period, not to exceed sixty (60) Days after the Notice, unless the Township in its sole discretion shall agree to a longer cure period), the Township may invalidate the Tax Exemption by providing thirty (30)

Days' written notice to the Entity, which shall inform the Entity that the Tax Exemption shall terminate at the expiration of said thirty (30) Day notice period due to the breach of the terms of this Agreement.

Section 5.5 Force Majeure.

Neither Party shall be liable to the other for failure to perform its obligations under this Agreement due to causes that are beyond the reasonable control and not substantially due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; quarantine restrictions; blackouts, power failures, or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials. Notwithstanding the foregoing, the payment of Land Taxes (during any period in which Land Taxes are not exempt hereunder), Annual Service Charge, Minimum Annual Service Charge and Administrative Fee are Material Conditions of this Agreement which shall not be excused by the occurrence of a force majeure event.

Section 5.6 Certificate of Occupancy.

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a reasonably timely manner. The Township shall reasonably cooperate in processing Entity's request(s) for the issuance of any Certificate(s) of Occupancy.

Section 5.7 Filing of Certificate of Occupancy.

It shall be the responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector of the Township a copy of any Certificate of Occupancy issued for the Project.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph shall not militate against any action or non-action taken by the Township, including, if appropriate, retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

ARTICLE VI - LIMITATION ON PROFITS

Section 6.1 Entity's Covenant of Limitation on Profits.

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of *N.J.S.A. 40A:20-15*. Pursuant to *N.J.S.A. 40A:20-3(c)*, this calculation is completed in accordance with generally accepted accounting principles.

Section 6.2 Permitted Reserves.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to ten percent (10%) of the Annual Gross Revenues of the Entity for the prior fiscal year (the “Reserve”) and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that Reserve, as provided in *N.J.S.A. 40A:20-15*.

Section 6.3 Payment of Dividend and Excess Profit Charge.

In accordance with *N.J.S.A. 40A:20-15*, if the Net Profits of the Entity shall exceed the Allowable Net Profits in any accounting period, then the Entity, within ninety (90) Days after the end of the accounting period, shall pay such Excess Net Profits to the Township as an additional Annual Service Charge; provided, however, that the Entity may maintain a Reserve as determined pursuant to Section 6.2.

Section 6.4 Payment of Reserve/Excess Net Profit Upon Termination, Expiration or Sale.

The Termination Date of this Agreement, or the date of sale or transfer of the Improvements, shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) Days after such date, the Entity shall pay to the Township the amount of the Reserve, if any, maintained by it pursuant to Section 6.2, and the Excess Net Profits, if any.

ARTICLE VII - TERMINATION OF AGREEMENT AND INSPECTIONS

Section 7.1 Voluntary Termination of this Agreement by Entity.

Pursuant to the Exemption Law, the Entity or any Transferee may at any time after the expiration of one (1) year from the ASC Commencement Date, notify the Township in writing that, as of a certain date designated in the notice, it relinquishes its status as an urban renewal entity under the Exemption Law and that the Entity, or Transferee, has obtained the consent of the Commissioner of the Department of Community Affairs, if required by Applicable Law. As of that date, all of the obligations and requirements contained in this Agreement shall terminate. Notwithstanding the foregoing, such relinquishment shall not impact the obligation of the Entity or the Transferee, as applicable, to make payment of any Administrative Fee, Land Taxes (during any period in which Land Taxes are not exempt hereunder), Annual Service Charge, or Minimum Annual Service Charge that has accrued up to and including the Termination Date, or the obligation of the Entity or the Transferee, as applicable, to perform the final accounting required by the Exemption Law and Section 7.2 below.

Section 7.2 Termination and Final Accounting

Within ninety (90) Days after the Termination Date, whether by affirmative action of the Entity or by virtue of the provisions of the Applicable Law, or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the Township the Reserve, if

any, pursuant to *N.J.S.A. 40A:20-15*, as well as any Excess Net Profits, if any payable as of that date. For purposes of rendering a final accounting, the Termination Date of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 7.3 Taxes After Termination Date

After the Termination Date, the Tax Exemption shall expire, and the relevant portion of the Property and the Improvements constructed thereon shall thereafter be assessed and conventionally taxed according to Applicable Law as other real property in the Township.

Section 7.4 Rights of Inspection

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project by representatives duly authorized by the Township and Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A. 40A:20-9(e)*. The Entity shall also permit, upon written request, examination and audit of its books, contracts, records, documents and papers relating to the Project by representatives duly authorized by the Township and Division of Local Government Services in the Department of Community Affairs pursuant to *N.J.S.A. 40A:20-9(e)*. Such inspection shall be made upon five (5) Days' prior written notice, in the presence of an officer or agent designated by the Entity. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project. Nothing in this section shall be construed to affect, limit or restrict the powers of municipal, county, State or other officials from carrying out those inspections that are generally applicable outside of the Exemption Law context, including, but not limited to, inspections by fire officials, construction code officials, etc.

ARTICLE VIII - SALE OR LEASE OF PROJECT

Section 8.1 Approval of Sale of Project to Entity Formed and Eligible to Operate Under Applicable Law.

The Entity shall not transfer all or any portion of the Project without the prior written approval of the Township, except that after completion of the Project, the Entity shall be permitted to transfer all or any portion of the Project to another urban renewal entity, qualified and organized under the Exemption Law (a "**Transferee**"), and approved by the Township under the conditions set forth herein (each, a "**Transfer**"). As permitted by *N.J.S.A. 40A:20-10(a)*, it is understood and agreed that the Township, on written application by the Entity after completion of the Project, shall consent to a sale of the Project and the transfer of this Agreement provided: (i) the Transferee does not own or lease any other project subject to tax exemption at the time of transfer; (ii) the Transferee is formed and eligible to operate under the Exemption Law; (iii) the Entity is not then in Default of this Agreement or the Exemption Law; (iv) the Entity's obligations under this Agreement are fully assumed by the Transferee; (v) the Transferee agrees to abide by all terms and conditions of this Agreement including, without limitation, the filing of an application pursuant to *N.J.S.A. 40A:20-8*, and any other terms and conditions of the Township in regard to the Project; (vi) the Transferee possesses the requisite experience, qualifications, and financial

capacity to operate and manage the Project; and (vii) the principal owners of the Transferee possess the same business reputation, financial qualifications and credit worthiness as the Entity and are otherwise reputable. The Township shall charge an administrative fee of two percent (2%) of the Annual Service Charge due in the year that the transfer is requested for processing any such application for transfer by the Entity.

Notwithstanding the above, it is expressly understood and agreed that the Entity is permitted, without the prior approval of the Township, to effect the following transfers with respect to the Project:

A. Encumber the Project, e.g., mortgage financing, development easements, etc., provided that any such encumbrance is subordinate to the lien of the Annual Service Charge.

B. Transfer the ownership interest in the Entity to an Affiliate.

C. Lease any portion of the Project to an end user, with such Tenant not being required to be an entity eligible to operate under the Exemption Law.

Notwithstanding anything to the contrary contained in A through C, above, or elsewhere in this Agreement, the Parties expressly agree and acknowledge that:

(i) the Entity shall not enter into any lease, whether or not with an Affiliate or related entity, that shall operate to minimize or remove revenues properly includable in the calculation of Annual Gross Revenue in violation of this Agreement; and

(ii) prior to completion of the Project, all restrictions on transfer that are set forth herein shall apply in accordance with the terms hereof.

Section 8.2 Obligations of Entity and Transferee after Conveyance.

If the Entity Transfers the Project to a Transferee with the consent of the Township and the Transferee has assumed the contractual obligations of the transferor Entity with the Township, pursuant to Section 8.1 hereof, then the Entity shall be absolutely discharged from any further obligations regarding the Project and shall be qualified to undertake another project pursuant to the Exemption Law. Within ninety (90) Days after the date of a Transfer, the Entity shall pay to the Township any Reserve maintained by it pursuant to this Agreement, as well as any Excess Net Profits payable to the Township pursuant to this Agreement and the Exemption Law.

Section 8.3 Collateral Assignment.

(a) It is expressly understood and agreed that the Entity has the right, to the extent permitted by the Exemption Law, to encumber and/or assign its fee title to the Property and/or Improvements for purposes of (i) financing the design, development and construction of the Project, and (ii) permanent mortgage financing with respect to the Project.

(b) The Township acknowledges that the Entity and/or its affiliates intend to obtain secured financing in connection with the acquisition, development and construction of the Project.

The Township agrees that the Entity and or its affiliates may, subject to compliance with the Exemption Law, assign, pledge, hypothecate or otherwise transfer its rights under this Agreement and/or its interest in the Project to one or more secured parties or any agents therefore (each, a “**Secured Party**” and collectively, the “**Secured Parties**”) as security for obligations of the Entity, and/or its affiliates, incurred in connection with such secured financing (collectively, the “**Security Arrangements**”). The Entity shall give the Township written notice of any such Security Arrangements, together with the name and address of the Secured Party or Secured Parties. Failure to provide such Notice waives any requirement of the Township hereunder to provide any notice of Default or notice of intent to enforce its remedies under this Agreement.

(c) If the Entity shall Default in any of its obligations hereunder, the Township shall give written notice of such Default to the Secured Parties and the Township agrees that, in the event such Default is not waived by the Township or cured by the Entity, its assignee, designee or successor, within the period provided for herein, before exercising any remedy against the Entity hereunder, the Township will provide the Secured Parties a reasonable period of time to cure such Default, but in any event not less than twenty (20) Days from the date of such notice to the Secured Parties with regard to a Payment Default by the Entity and ninety (90) Days from the date the Entity was required to cure any other Default.

(d) In the absence of a Default by the Entity, the Township agrees to consent to any collateral assignment by the Entity to any Secured Party or Secured Parties of its interests in this Agreement and to permit each Secured Party to enforce its rights hereunder and under the applicable Security Arrangement and shall, upon request of the Secured Party, execute such documents as are typically requested by secured parties to acknowledge such consent. This provision shall not be construed to limit the Township’s right to payment from the Entity, nor shall the priority of such payments be affected by the Secured Party exercising its rights under any applicable Security Arrangement.

ARTICLE IX - ENTITY'S COVENANTS AND REPRESENTATIONS

Section 9.1 Management and Operation.

Subject to its right to Transfer the Project pursuant to Section 8.1 of this Agreement, the Entity represents and covenants that the Entity will manage the Project or will contract with a third-party management company. The Entity shall be free to enter into leases with Tenants for the Rental Units without the consent of the Township.

Section 9.2 Computation of Gross Revenue.

The Entity shall, for the duration of this Agreement, calculate the Annual Gross Revenue in accordance with the Exemption Law and this Agreement and the computation of Annual Gross Revenue shall be shown on the Entity's Annual Audit Statement.

Section 9.3 Annual Audit Report.

For so long as the Entity owns the Project and within ninety (90) Days after the close of each fiscal or calendar year (depending on the Entity's accounting basis) that this Agreement shall continue in effect, the Entity shall submit to the Mayor of the Township, the Township Council, the CFO of the Township, and the New Jersey Division of Local Government Services within the New Jersey Department of Community Affairs, its Annual Audited Statement for the preceding fiscal or calendar year in accordance with the Exemption Law. The report shall clearly identify and calculate the Net Profit for the Entity during the previous fiscal year. The Entity assumes all costs associated with preparation of the Annual Audited Statements. Except to the extent required by Applicable Law, all financial information provided hereunder shall remain confidential and not subject to public disclosure.

Section 9.4 Total Project Cost Audit

Within ninety (90) Days after the final Certificate of Occupancy is issued for the Project, the Entity shall submit to the Mayor and Township Council, an audit of Total Project Cost, certified as to actual construction costs by the Entity's architect.

Section 9.5 Disclosure Statement

On each anniversary date of the execution of this Agreement, the Entity shall submit to the Mayor and Township Council, who shall advise those municipal officials required to be advised, a disclosure statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the Township may request from time to time.

ARTICLE X - INDEMNIFICATION

Section 10.1 Indemnification.

It is understood and agreed that in the event the Township shall be named as a party defendant in any action brought against the Township or the Entity by allegation of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of the Exemption Law or any other Applicable Law, the Entity shall indemnify and hold the Township harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Entity and/or by reason of any breach, Default or a violation of any of the provisions of this Agreement, the provisions of the Exemption Law and/or any other Applicable Law except for any willful misconduct by the Township or any of its officers, officials, employees or agents, and the Entity shall defend the suit at its own expense. The Township shall be entitled to intervene in any such suit, and retain attorneys of its choosing, whether as party defendant or intervenor, the cost of such attorneys to be borne by the Entity in accordance with this Section.

ARTICLE XI - MISCELLANEOUS PROVISIONS

Section 11.1 Governing Law.

This Agreement shall be governed by the provisions of Applicable Law including but not limited to the Exemption Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the Township have combined in their review and approval of same.

Section 11.2 Oral Representation.

Neither Party hereto has made any oral representation that is not contained in this Agreement. This Agreement and the Application, including all the Exhibits attached and annexed thereto, constitute the entire Agreement by and between the Parties.

Section 11.3 Modification; Prior Agreements Superseded.

There shall be no modification of this Agreement except by virtue of a written instrument executed by and between both Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof, which continue to be in full force and effect.

Section 11.4 Notices

A notice, demand or other communication required to be given under this Agreement by any Party to the other shall be in writing and shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (with receipt acknowledged) to the parties at their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section:

a) When sent by the Township to the Entity:

Omega Drive Redevelopment Urban Renewal, LLC
241 Hudson Street
Hackensack, New Jersey 07601
Attention: Lauran M. O'Neill, Esq.

b) When sent by the Entity to the Township:

Tina Kraus, Business Administrator
Township of Vernon

21 Church Street
Vernon, New Jersey 07462

with a copy to:

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

From time to time either Party may designate a different person or address for all the purposes of this Notice provision by giving the other Party no less than ten (10) Days' notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee. Any notice given by an attorney for a party shall be effective for all purposes. In addition, if the Entity delivers formal written notice to the Township in accordance with this Agreement, of the name and address of Entity's mortgagee, then the Township shall provide such mortgagee with a copy of any notice required to be sent to the Entity.

Section 11.5 Severability.

If any term, covenant or condition of this Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a Default has not been declared pursuant to this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

Section 11.6 Good Faith.

The Parties agree to act in good faith in all of their dealings with each other.

Section 11.7 Certification.

The Township Clerk shall certify to the Tax Assessor, pursuant to *N.J.S.A. 40A:20-12*, that this Agreement has been entered into and is in effect as required by the Exemption Law. Delivery by the Township Clerk to the Tax Assessor of a certified copy of the Ordinance and this Agreement shall constitute the required certification. Upon certification as required hereunder and upon the ASC Commencement Date, the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the Township Clerk until the expiration of

the entitlement to exemption by the terms of this Agreement or until the Tax Assessor has been duly notified by the Township Clerk that the exemption has been terminated.

Further, within ten (10) Days following the later of the effective date of the Ordinance or the execution of this Agreement by the Entity, the Township Clerk shall transmit a certified copy of the Ordinance and the Agreement to the chief financial officer of Sussex County and to the Sussex County counsel for informational purposes.

Section 11.8 Counterparts.

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.9 Estoppel Certificate

Within thirty (30) Days following written request therefore by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the Township shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the Township's knowledge, no Default has occurred under this Agreement (nor any event which, with the passage of time and/or the giving of notice would result in the occurrence of a Default) or stating the nature of any Default, and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a Default, it shall also state the manner in which such Default may be cured.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

Attest:

TOWNSHIP OF VERNON

Marcy Gianattasio, Township Clerk

By: _____
Anthony L. Rossi, Mayor

SEAL

Dated: _____

**OMEGA DRIVE REDEVELOPMENT URBAN
RENEWAL, LLC**

Dated: _____

By: _____
Name:
Title: Manager

[illegible]

Be it remembered that on the ____ day of _____, 2025, _____
personally appeared before me, and this person acknowledged under oath, to my satisfaction that:

- (a) [he/she] is the Managing Member of Omega Drive Redevelopment Urban Renewal, LLC, the limited liability company named as Entity in the attached Financial Agreement;
- (b) [he/she] is authorized to execute the attached Financial Agreement on behalf of the Entity;
- (c) [he/she] executed the attached Financial Agreement on behalf of and as the act of the Entity; and
- (d) the attached Financial Agreement was signed and made by the Entity as its duly authorized and voluntary act.

STATE OF NEW JERSEY)
) SS.:
COUNTY OF SUSSEX)

Be it remembered that on the ____, day of _____, 2025, Anthony L. Rossi personally appeared before me, and this person acknowledged under oath, to my satisfaction that:

- (a) he is the Mayor of the Township of Vernon, New Jersey, the Township in the attached Financial Agreement;
 - (b) he is authorized to execute the attached Financial Agreement on behalf of the Township;
 - (c) he executed the attached Financial Agreement on behalf of and as the act of the Township; and
 - (d) the attached Financial Agreement was signed and made by the Township as its duly authorized and voluntary act.
-

EXHIBIT A
PROPERTY DESCRIPTION – METES & BOUNDS

Exhibit 5

METES AND BOUNDS DESCRIPTION

Property Description

Property 1:

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Vernon, County of Sussex, and State of New Jersey and is bounded and described as follows:

BEING known and designated as Lot 3 in Block 141-C as shown on a certain map entitled Map of Vernon Heights, Section 6, Vernon Township, Sussex County, New Jersey, which map was filed in the office of the Clerk of Sussex County on 12/08/1971 as Filed Map No. 417.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 2, in Tax Block 402, on the Official Tax Map of the Township of Vernon.

FOR INFORMATIONAL PURPOSES ONLY: The mailing address is: 19 Omega Drive, Vernon, New Jersey 07462.

Property 2:

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Vernon, County of Sussex, and State of New Jersey and is bounded and described as follows:

BEING known and designated as Lot 2 in Block 141-C as shown on a certain map entitled Map of Vernon Heights, Sections 6, Vernon Township, Sussex County, New Jersey, which map was filed in the office of the Clerk of Sussex County on 12/08/1971 as Filed Map No. 417.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 3, in Tax Block 402, on the Official Tax Map of the Township of Vernon.

FOR INFORMATIONAL PURPOSES ONLY: The mailing address is: 21 Omega Drive, Vernon, New Jersey 07462.

EXHIBIT B
APPLICATION

**Application for
Long Term Tax Abatement**

Red Hand, LLC

Name of Applicant

241 Hudson Street
Hackensack, NJ 07601

Address of Applicant

19-21 Omega Drive
Vernon, NJ 07462

Address of Project Site

Overview of application contents:

- Section I - General instructions regarding the completion of the application
- Section II - Identification of the applicant
- Section III - Detailed description of the Project
- Section IV - Type of abatement and term requested
- Representations and certifications required by statute
- Signature by the applicant
- Exhibits

I. Instructions:

Please complete this application in its entirety and attach all required supporting documentation. Incomplete applications will be returned and may significantly delay the tax abatement authorization process or cause the application to be denied.

Important notes:

- 1) Certain documents required in this application must be prepared by qualified professionals other than the applicant. In particular, survey documents must be signed and sealed by a licensed surveyor, site plan documents must be signed and sealed by a professional engineer and detailed cost estimates must be certified by a licensed engineer or architect.
- 2) Under New Jersey law, applicants for long-term abatements must be organized as an Urban Renewal Entity as certified by the New Jersey Department of Community Affairs. (Low and moderate income housing projects located in particular areas may be exempt from this requirement in certain cases.)
- 3) The application must be accompanied by a proposed form of financial agreement. Please ensure that the financial agreement attached to this application is appropriate to the type of project for which you are seeking an abatement.

Completed applications should be submitted to:

**Mayor Anthony Rossi
Township of Vernon
21 Church Street
Vernon, NJ 07462**

If you have any questions regarding the application or the tax abatement process, please contact:

**Donelle Bright
Chief Financial Officer
Township of Vernon
21 Church Street
Vernon, NJ 07462**

II. Developer Identification:

A. Name of Applicant: Red Hand, LLC

B. Principal Address: 241 Hudson Street, Hackensack, NJ 07601

C. Type of Entity (check one)

☐ Corporation ☒ LLC ☐ LLP ☐ Partnership ☐ Other (please specify)

D. Contact Information

1.) Name of Primary Contact: Lauran M. O'Neill

2.) Contact Numbers:

a. Phone: (201)488-4455

b. Fax: (201)487-2504

c. Email: loneill@onekeyllc.com

E. Name and Address of Statutory Agent:

Please list the name and address of the entity upon whom a legal process can be served:

Louis Kaufman, 241 Hudson Street, Hackensack, NJ 07601

F. Federal Tax Identification Number: 27-2534417

G. Disclosure of Ownership:

New Jersey law (NJSA 52:25-24.2) requires that all corporations and partnerships seeking a public contract submit a list of the names and addresses of all principals who own more than 10% of any class of stock, or 10% or more of the total stock (if a corporation), or 10% or more of the partnership. In addition, if the Developer has, as one or more of its owners, a corporation or partnership, the ownership of those entities must be similarly disclosed, and that process shall continue down the entire chain of ownership until the names and addresses of every unincorporated stockholder and/or individual partner is disclosed.

Please provide the necessary information utilizing the form provided with Exhibit 1 of this application.

H. Certificates of Incorporation and Approval:

Please provide a copy of the approved certificate of incorporation or formation by the State of New Jersey for the entity applying for the abatement. Attach the certificate as Exhibit 2.

Also include a copy of the certificate of approval of the urban renewal entity issued by the State of New Jersey Department of Community Affairs. Attach that certificate as Exhibit 3. (The only projects exempt from this requirement are low and moderate income housing projects located outside a designated redevelopment area.)

I. Authorization to Submit Application:

Please provide a certified copy, bearing the seal of the urban renewal entity, of a company resolution authorizing submission of the application in the form provided as Exhibit 4 of this application.

III. Project Description:

A. Applicant's Ownership Interest in the Project:

☒ Conventional (Fee Simple) ☐ Condominium ☐ Other (specify)

B. Project Type (Please check all that apply):

☒ Residential; ☐ Retail; ☐ Office; ☐ Manufacturing;
☐ Other (Specify): _____

If the project involves more than one type of usage, indicate the percentage that each usage bears to the overall project measured using square feet of gross area:

100% Residential; ☐ % Retail; ☐ % Office; ☐ % Manufacturing;
☐ % Other (specify here _____)

C. Marketing Expectation:

☐ For Sale ☒ For Lease ☐ Both

D. Project Location:

1. Provide all of the street addresses by which the project site is currently known:

19-21 Omega Drive, Vernon, New Jersey 07462

2. Provide all tax lots that comprise the project site. Designate lots as they appear on the official maps of the Tax Assessor as of the date of this application (i.e. prior to any subdivision associated with the project):

Block 402, Lots 2 and 3

3. Metes and Bounds Description:

Please attach the metes and bounds description of the project site as Exhibit 5 of this application.

Attached.

4. Survey:

Please attach survey of the project site as Exhibit 6 of this application. If a survey has not yet been completed, a plotting on the official tax map may be provided at this time. A certified survey will be required prior to execution of any financial agreement.

Attached.

E. Deed or Lease Agreement:

Please attach a copy of the deed or lease agreement for the property as Exhibit 7 confirming that the project is under the control of the applicant.

Attached.

F. Purpose of Project:

Please check all that apply:

1. This project is located within an officially designated "area in need of redevelopment."
☒ Yes ☐ No
2. This project is located within an Urban Enterprise Zone.
☐ Yes ☒ No
3. This Project is intended to provide housing to low and/or moderate income households:
☒ Yes ☐ No

Please indicate the number of units of each type listed below, as appropriate.

Number of units for low income households:	3
Number of units for moderate income households:	3
Number of market rate units:	<u>21</u>
Total number of residential units:	<u>27</u>

4. This Project is intended to provide housing to households relocated as a result of a redevelopment project: ☐ Yes ☒ No

5. This Project is intended as a means to implement the objectives set forth in an adopted Redevelopment Plan: X Yes No

H. Narrative Description of Project:

Provide a brief narrative description of the project, including the height and bulk of proposed improvements, type of construction materials to be used and expected square foot area of each proposed use. Indicate the number and type of each unit to be constructed as part of the project and whether the project will be restricted to any group or groups on the basis of age or income. Include maps, renderings, floor plans and other graphic materials if available. Attach this description as Exhibit 8 of this application.

Attached.

I. Current Conditions:

1. Provide a brief description of any improvements that are in place currently on the project site and indicate which if any are expected to be reused as part of the project. Attach extra pages as needed.

Vacant land with minor site work and clearing done to date.

2. Provide a list with the current tax assessment and the current real property tax levy for each lot included within the project site. Attach extra pages as needed.

Block	Lot	Land	Improvement	Total	2025 Taxes
402	2	\$81,100	\$0.00	\$81,000	\$1,902
402	3	\$81,800	\$0.00	\$81,800	\$1,918

3. Provide a list showing the current status of all municipal fees and charges which are currently levied against each lot located within the project site, including, without limitation water charges, sewer charges, permit or license fees, fines and/or penalties. Attach extra pages as needed.

Block	Lot	Current Status of Municipal Fees and Charges (specify type)
-------	-----	---

All fees and assessments paid to date and current.

J. Site Plan Approval:

Provide a copy of the site plan, if any, approved by the Planning Board for the Project. Also provide a copy of the resolution of the Planning Board providing final site plan approval for the project.

Attach the site plan as Exhibit 9 of this application and the resolution as Exhibit 10 of this application.

K. Project Cost Estimates

1. Provide a detailed cost breakdown for the project, including both hard and soft costs. The estimate should be certified by a licensed architect or engineer. Attach the completed estimate for the entire Project, with the required certification, as Exhibit 11 of this application.

2. For each type of unit to be included within the Project, provide an estimate of the total unit cost for that unit. This may be provided at a summary level, not at the level set forth for the estimate required by section K.1 above. The estimate should also be certified by a licensed architect or engineer. Attach the completed unit estimates, with the required certification, as Exhibit 12 of this application.

L. Project Pro-Forma:

Provide a detailed projection of the estimated revenues and expenses for the project. The projections for all rental projects and for the rental component of mixed-use projects should cover the full abatement period. Projections involving the sale of units should be for the period expected to be needed to complete all sales activity. Attach the projection as Exhibit 13 of this application.

M. Project Financing Plan:

1. Provide a detailed explanation of the expected method by which the project will be financed, indicating the amount of equity to be contributed and its source, all public loans and/or grants that are to be used and all private sources of capital. Attach this explanation as Exhibit 14 of this application.

2. Private Financing Commitments: Provide certified copies of any and all letters from public or private sources of capital indicating a commitment to make funds available for the project. Attach these letters as Exhibit 15 of this application.

N. Explanation of the Need for Tax Abatement:

Provide an explanation of why the applicant believes that a long term tax abatement is necessary to make this project economically feasible. Attach the explanation as Exhibit 16 of this application.

O. Project Schedule:

Attach a detailed schedule of the key milestone dates in the approval, construction and leasing or sale of the project as Exhibit 17 of the application.

P. Statement of Project Benefits:

Provide a detailed description of the public benefits that would result from the project. At a minimum, include a projection of the number and type of construction jobs to be created, the number and type of permanent jobs to be created and the amount of municipal revenue to be generated by the project through the payment of taxes, payments in lieu of taxes, water and sewer fees and any other municipal payments. Attach the description as Exhibit 18 of the application.

IV. Abatement Information:

A. Annual Service Charge to be based on: (check one)

☒ Annual Gross Revenue (Non-condominium) ☐ Project Cost
☐ Imputed debt service

B. Term Requested:

30 Years

C. Proposed Rates and Phases:

Starting Year	Ending Year	Rate	Phase-out (alternative method)
---------------	-------------	------	--------------------------------

Stage 1 – 10% AGR in years 1-6

Stage 2 – Greater of 11% of AGR or 20% of conventional taxes in years 7-11

Stage 3 – Greater of 12% of AGR or 40% of conventional taxes in years 12-16

Stage 4 – Greater of 13% of AGR or 60% of conventional taxes in years 17-21

Stage 5 – Greater of 13% of AGR or 20% of conventional taxes in years 22-30

D. Form of Financial Agreement:

Attach the proposed form of the financial agreement as Exhibit 19 of the application. The correct form for your project type should be attached to this application. Please note that the final financial agreement provides that a sealed certification by the project architect as to the final project cost must be submitted so that it can be added to the agreement within 60 days after the issuance of the Certificate of Occupancy for the project.

Representations and Certifications:

In submitting the application, the Developer certifies that all of the information is true and accurate to the best of his or her knowledge and further certifies to the following:

A. The project conforms to the Redevelopment Plan that is in effect for the area that includes the project site and with any Redevelopment Agreement as may be in place between the Municipality and the Developer.

B. The Project either (1) conforms to the Master Plan of the Municipality; or (2) to the extent that the Redevelopment Plan is inconsistent with the Master Plan, the Project conforms to the Redevelopment Plan and the Municipal Council, in adopting the Redevelopment Plan, set forth its reasons for adopting a Redevelopment Plan with such inconsistencies.

C. The project will conform to and the applicant(s) agrees to comply with all Federal and State laws and to all applicable municipal ordinances.

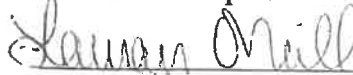
D. Construction of the project has not commenced as of the time of the submission of this application. The applicant understands that the Municipal Council is under no obligation to approve this tax abatement application. Any work done on the assumption of receipt of a tax abatement following the submission of the application and before final approval is undertaken at the risk of the developer. **Note that under no circumstances will an abatement be granted for a project that has already reached substantial completion.**

G. No officer or employee of the Municipality has any interest, directly or indirectly, in the project that is the subject of this application.

Signatures

By my signature below, I hereby submit this application on behalf of the Developer. I certify that all of the information contained herein, including, but not limited to the information contained in the Exhibits attached hereto, is true and accurate to the best of my knowledge and belief. I am aware that if any of the information provided is willfully false, that I am, subject to prosecution.

For the Developer:



Name: Lauran O'Neill

Title: Authorized Signatory

10/8/2025
Date

**Please notarize here or
provide attestation and
seal of corporate secretary**



Mary J Greene
NOTARY PUBLIC
State of New Jersey
My Commission Expires 08/13/2029

EXHIBITS

The following is a check-list of required exhibits that must be attached to the application and are hereby incorporated as it sets forth at length in the application:

<u>Exhibit #</u>	<u>Description</u>	<u>Included?</u>
A		
1	Disclosure of Ownership	<input checked="" type="checkbox"/>
2	Certificate of Incorporation	<input checked="" type="checkbox"/>
3	Certificate of DCA Approval of Urban Renewal Entity	Pending
4	Resolution Authorizing Submission of Application	<input checked="" type="checkbox"/>
5	Metes and Bounds Description	<input checked="" type="checkbox"/>
6	Survey	<input checked="" type="checkbox"/>
7	Copy of Deed or Lease Agreement	<input checked="" type="checkbox"/>
8	Narrative Description of Project	<input checked="" type="checkbox"/>
9	Site Plan as Approved by Planning Board	<input checked="" type="checkbox"/>
10	Site Plan Approval Resolution	<input checked="" type="checkbox"/>
11	Total Project Cost Estimate	<input checked="" type="checkbox"/>
12	Cost Estimates for Each Unit Type	<input checked="" type="checkbox"/>
13	Project Pro-Forma	<input checked="" type="checkbox"/>
14	Project Financing Plan	<input checked="" type="checkbox"/>
15	Private Financing Commitments	<input checked="" type="checkbox"/>
16	Explanation of the Need for Tax Abatement	<input checked="" type="checkbox"/>
17	Project Schedule	<input checked="" type="checkbox"/>
18	Summary of Project Benefits	<input checked="" type="checkbox"/>
19	Form of Financial Agreement	<input checked="" type="checkbox"/>

DISCLOSURE OF OWNERSHIP

Instructions:

New Jersey law (NJSA 52:25-24.2) requires that all corporations and partnerships seeking a public contract submit a list of the names and addresses of all principals who own more than 10% of any class of stock, or 10% or more of the total stock (if a corporation), or 10% or more of the partnership. In addition, if the Developer has as one or more of its owners a corporation or partnership, the ownership of those entities must be similarly disclosed, and that process shall continue down the entire chain of ownership until the names and addresses of every unincorporated stockholder and/or individual partner with more than a 10% interest is disclosed.

This information must be provided on the forms following these instructions entitled "Disclosure of Ownership." Separate forms should be used for each corporation or partnership included in the chain of ownership. Each form must be signed by an officer of the corporation and be attested to by the secretary (if a corporation) or by all partners (if a partnership). Partnership forms must be notarized as well.

Failure to properly complete this disclosure statement or to submit it as part of the application will be grounds for the application to be rejected.

EXHIBIT 1-B

DISCLOSURE OF OWNERSHIP

Name	Address	Title	% Owned
Paula O'Neill	241 Hudson Street Hackensack, NJ 07601	Member	20
Trust F/B/O Fina Christina O'Neill, Dated June 18, 2025	241 Hudson Street Hackensack, NJ 07601	Member	20
Trust F/B/O Clara Asumpta O'Neill, Dated June 18, 2025	241 Hudson Street Hackensack, NJ 07601	Member	20
Trust F/B/O Luran O'Neill, Dated June 18, 2025	241 Hudson Street Hackensack, NJ 07601	Member	20
Trust F/B/O Corey Patrick O'Neill, Dated June 18, 2025	241 Hudson Street Hackensack, NJ 07601	Member	20

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this 8th
day of October 2025.

Lauran O'Neill
Affiant
(Authorized Agent of Corporation)

Sworn and Subscribed before
me this 8 day of October, 2025

Lauran O'Neill, Authorized Signatory
Print name and title of Affiant

M. Greene
(Notary Public)

Mary J Greene
NOTARY PUBLIC
State of New Jersey
My Commission Expires 08/13/2029

EXHIBIT 2

CERTIFICATE OF INCORPORATION

Please attach a copy of the approved certificate of incorporation of the entity applying for the abatement to this sheet.

NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

RED HAND, LLC
0400290027

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 06/02/2009 and was assigned identification number 0400290027. Following are the articles that constitute its original certificate.

1. **Name:**
RED HAND, LLC
2. **Registered Agent:**
LOUIS KAUFMAN
3. **Registered Office:**
241 HUDSON STREET
HACKENSACK, NJ 07601
4. **Business Purpose:**
ANY LAWFUL PURPOSE

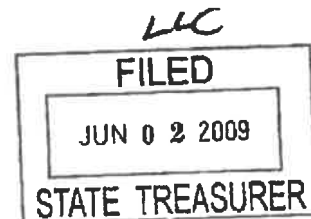
Signatures:
HEATHER CHAPMAN
AUTHORIZED REPRESENTATIVE



Certificate Number: 114520270

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCerts/JSP/Verify_Cert.jsp



IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
3rd day of June, 2009

A handwritten signature in dark ink, appearing to read "R. David Rousseau".

R. David Rousseau
State Treasurer

Exhibit 3

Certificate of Approval of Urban Renewal Entity from the New Jersey Department of
Community Affairs (DCA)

Please attach a copy of DCA's certificate of approval of the applicant as an Urban Renewal entity to this sheet. (Low and moderate income housing projects to be constructed outside an approved redevelopment area are exempt from this requirement).

Application Has Been Submitted to DCA

Exhibit 4

RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION

Please attach a notarized resolution that follows the format below:

RESOLUTION OF RED HAND, LLC

PLEASE TAKE NOTICE that a meeting of the Member of RED HAND, LLC (the "Company") was held and at which time the following RESOLUTION was unanimously adopted:

RESOLVED that the Company is authorized to submit an application to the Municipality for the provision of a long term tax abatement.

BE IT FURTHER RESOLVED that if the Company's application is accepted by the Municipality, Paula O'Neill, as the Manager, is authorized to execute and deliver on the Company's behalf, the Financial Agreement with the Municipality, substantially in the form attached to the application as Exhibit 19, with such changes thereto as may be negotiated by the parties.


The undersigned Members of the Company hereby certifies that the foregoing Resolution was lawfully adopted by the Member of the Company, that the foregoing Resolution is a true, accurate and complete copy of the Resolution so adopted and placed in the Company's records, and that said Resolution has not been amended and is in full force and effect as of the date hereof.

MEMBERS:

~~RED HAND, LLC~~

By:  Date: _ 10/1 /25
Name: Paula O'Neill
Title: Manager

~~TRUST F/B/O F/A~~ CHRISTINA O'NEILL, DATED JUNE 18, 2015

By:  Date: _ 10/1 /25
Name: Paula O'Neill
Title: Trustee

TRUST F/B/O CLARA ASUMPTA O'NEILL, DATED JUNE 18, 2015

By:  Date: 10/7/25

Name: Paula O'Neill

Title: Trustee

TRUST F/B/O LAURAN O'NEILL, DATED JUNE 18, 2015

By:  Date: 10/7/25

Name: Paula O'Neill

Title: Trustee

TRUST F/B/O COREY PATRICK O'NEILL, DATED JUNE 18, 2015

By:  Date: 10/7/25

Name: Paula O'Neill

Title: Trustee

Notary Acknowledgement

State of New Jersey

County of Bergen

On this 14 day of October, 2025, before me, a Notary Public in and for said State, personally appeared PAULA O'NEILL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Notary Public

Mary J Greene
NOTARY PUBLIC
State of New Jersey
My Commission Expires 08/13/2029

Exhibit 5

METES AND BOUNDS DESCRIPTION

Property Description

Property 1:

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Vernon, County of Sussex, and State of New Jersey and is bounded and described as follows:

BEING known and designated as Lot 3 in Block 141-C as shown on a certain map entitled Map of Vernon Heights, Section 6, Vernon Township, Sussex County, New Jersey, which map was filed in the office of the Clerk of Sussex County on 12/08/1971 as Filed Map No. 417.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 2, in Tax Block 402, on the Official Tax Map of the Township of Vernon.

FOR INFORMATIONAL PURPOSES ONLY: The mailing address is: 19 Omega Drive, Vernon, New Jersey 07462.

Property 2:

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Vernon, County of Sussex, and State of New Jersey and is bounded and described as follows:

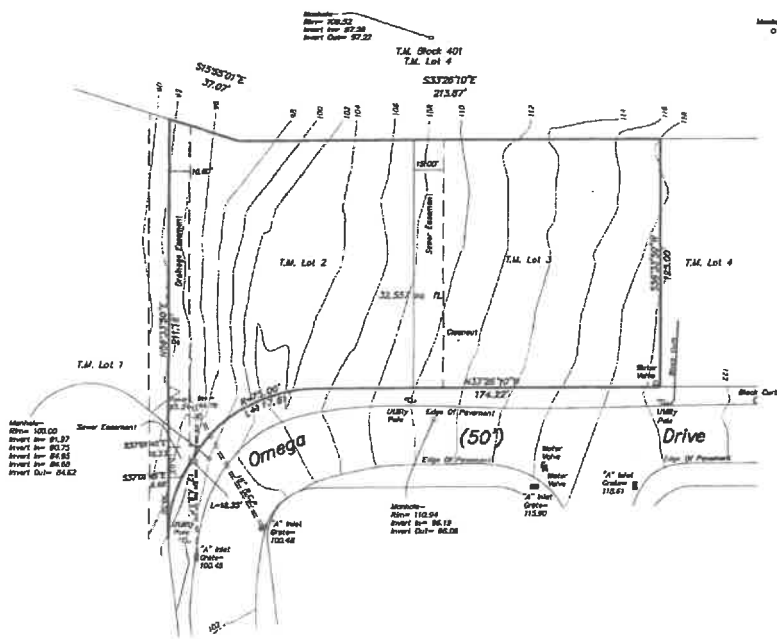
BEING known and designated as Lot 2 in Block 141-C as shown on a certain map entitled Map of Vernon Heights, Sections 6, Vernon Township, Sussex County, New Jersey, which map was filed in the office of the Clerk of Sussex County on 12/08/1971 as Filed Map No. 417.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 3, in Tax Block 402, on the Official Tax Map of the Township of Vernon.

FOR INFORMATIONAL PURPOSES ONLY: The mailing address is: 21 Omega Drive, Vernon, New Jersey 07462.

SURVEY

Attach survey of the project. If a survey has not yet been completed, a plotting on the official tax map may be provided at this time. A certified survey will be required prior to execution of any financial agreement.



CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN THE RAISED IMPRESSION SEAL OF THE PROFESSIONAL, IT IS NOT AN ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.

General Notes and Map References:

1. Being Lots 2 & 3 in Block 402 As Shown On the Township Of Vernon Tax Map.
2. Deed Book 10225, Page 1790.
3. Being Lots 2 & 3 in Block 141-C On a Certain Map Entitled "Map Of Property Of Map Of Vernon Heights, Section 5, Vernon Township, Sussex County, N.J."
4. A. William, Survey and Direction Map To 541 Corner Markers Map Book (Obtained From The Litchford User Pursuant To P.L. 2003, c.14 (N.J.S.A. 45:8-36.1) and R.L.A.C.13-40-5.1 (6).
5. Official Survey Map For Title Purposes Only and Shall Not Be Used To Determine Boundaries For Construction and Maintenance.


0 15 30 45
SCALE 1"=30'

TO: RED HAND LLC		PLAN OF SURVEY	
<p>AND ANY INSUROR OF TITLE RELYING HEREON AND ANY PARTY IN INTEREST, IN THE CONSIDERATION OF THE FEE PAID FOR MAKING THIS SURVEY, HEREBY CERTIFY TO ITS ACCURACY (EXCEPT SUCH ERRORS AS MAY BE LOCATED BELOW THE SURFACE OF THE LANDS OR ON THE SURFACE OF THE LANDS AND NOT VISIBLE AS AN ENCUMBRANCE FOR ANY INSUROR OF TITLE TO INSURE THE TITLE TO THE LAND AND PREMISES SHOWN THEREON).</p> <p>I HEREBY CERTIFY THIS SURVEY WAS MADE IN ACCORDANCE WITH A SURVEY DATE 5-25-24</p>		<p>RED HAND LLC BLOCK 402, LOTS 2 & 3 19 & 21 OMEGA DRIVE VERNON TOWNSHIP SUSSEX COUNTY NEW JERSEY</p>	
<p>ROBERT H. JORDAN, JR. NEW JERSEY PROFESSIONAL LAND SURVEYOR NO. 3400034480000</p> <p>This statement is made upon the basis of the records and the knowledge of facts obtained personally by the surveyor. The surveyor is not responsible for the accuracy of any other person's information, but will endeavor to verify the same. The surveyor is not responsible for the accuracy of any other person's information, but will endeavor to verify the same.</p>		<p>RHJ ASSOCIATES PROFESSIONAL LAND SURVEYING & PLANNING 6 LAKESHORE DRIVE EAST HIGHLAND LAKES, NEW JERSEY 07422</p>	
DATE	5-25-24	SCALE	1"=30'

COPY OF DEED OR LEASE AGREEMENT

Please attach evidence that applicant has legal control over site(s) included in the proposed project.

EXHIBIT 7

SUSSEX COUNTY RECORDING COVER PAGE Honorable Jeffrey M. Parrott Sussex County Clerk  <p>This cover page is required to be part of any document affecting land title being recorded in Sussex County, New Jersey. It is part of the recorded instrument and permanent record and should not be detached from the original document.</p>	<i>Official Use Only - Barcode</i> FILE NUMBER 2023000983 RECORDED 01/12/2023 15:43:07 O - Bk 10225 Pg 1790, DEED JEFFREY M. PARROTT SUSSEX COUNTY, NJ RCPT # 1954 RECORDING FEES 90.00 TOTAL TAX 2.00 INDEX FEE
Record and Return To: Main Street Title 190 Main St Ste 305 Hackensack, NJ 07601-7315	<i>Official Use Only - Realty Transfer Fee</i>

Date of Document: 2022-12-26	Type of Document: DEED
First Party Name: Bright Horizons Development LLC	Second Party Name: Red Hand LLC
Additional Parties To Be Indexed:	

PROPERTY INFORMATION (MANDATORY FOR DEEDS)	
Block: 402	Lot: 2
Municipality Vernon Township	
Consideration: 10.00	
Mailing Address of Grantee: 241 Hudson Street Hackensack, NJ 07601	

THIS SECTION PERTAINS TO ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES, ETC. WHICH REQUIRE YOU PROVIDE THE ORIGINAL INSTRUMENT'S BOOK & PAGE RECORDING INFORMATION.	
Original Book:	Original Page:

SUSSEX COUNTY RECORDING COVER PAGE Do not detach this page from the original document as it contains important recording information and is part of the permanent record.

PLEASE RECORD AND RETURN TO:

Main Street Title & Settlement
Services, LLC
190 Main Street, Suite 305,
Hackensack, NJ 07601

Prepared by

Lauran M. O'Neill, Esq.

DEED

This Deed is made on December 26, 2022

BETWEEN BRIGHT HORIZONS DEVELOPMENT, LLC

whose address is: 241 Hudson Street, Hackensack, NJ 07601

referred to as the **Grantor**.

AND RED HAND, LLC

whose address is: 241 Hudson Street, Hackensack, NJ 07601

referred to as the **Grantee**.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

TRANSFER OF TITLE. The grantor does hereby grant and convey the property described below to the Grantee.

CONSIDERATION. This transfer of ownership is made for the sum and consideration of \$10.00. The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. The property located in the Municipality of VERNON
Track #1: Block 402, Lot 2 (19 Omega Dr., Vernon, NJ)
Track #2: Block 402, Lot 3 (21 Omega Dr., Vernon, NJ)
No account number is available on the date of this Deed.

PROPERTY DESCRIPTION. The property consists of all the land, buildings, structures and improvements contained on the property, and is located in the Township of Vernon, County of Sussex and State of New Jersey, and is described as follows:

X See Schedule A attached and made a part thereof.


BEING THE SAME LAND AND PREMISES conveyed to the Grantor by deed from Cecilio P. Po and Amancia P. Po dated April 12, 2022 and recorded in the Sussex County Clerk's Office on
in Deed Book Page .

PROMISES BY GRANTOR. The Grantor promises and warrants that Grantor, by acts of the Grantor, has not encumbered the property. This promise means that the Grantor has not allowed anyone else to obtain any legal right which would affect the property being transferred (such as a mortgage or entering a judgment against the Grantor).

SIGNATURES. The Grantor signs this Deed as of date first above written.



Witness



Paula O'Neill, Member
Bright Horizons Development, LLC

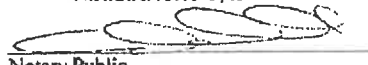
STATE OF NEW JERSEY:

ss:

COUNTY OF BERGEN:

I CERTIFY that on December 26, 2022, Paula O'Neill, *Member, Bright Horizons Development, LLC*, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed.
- (b) signed, sealed and delivered this Deed as his/her act and deed; and
- (c) the full and actual consideration paid or to be paid for the transfer of title as defined by N.J.S.A.46:15-5, is



Notary Public

LINDA ZUROFF
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 09/16/2024

GIT/REP-3
(2-21)
(Print or Type)

State of New Jersey
Seller's Residency Certification/Exemption

Seller's Information

Name(s)

BRIGHT HORIZONS DEVELOPMENT, LLC

Current Street Address

241 HUDSON STREET

City, Town, Post Office

HACKENSACK

State

NJ

ZIP Code

07601

Property Information

Block(s)

402

Lot(s)

2 and 3

Qualifier

Street Address

19 - 21 OMEGA DRIVE

City, Town, Post Office

VERNON

State

NJ

ZIP Code

07462

Seller's Percentage of Ownership

100

Total Consideration

\$ 10.00

Owner's Share of Consideration

\$ 10.00

Closing Date

12/26/2022

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. ☒ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

12/26/2022

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney In Fact

Paula O'Neill, Member

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney In Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY Bergen
MUNICIPALITY OF PROPERTY LOCATION Vernon

FOR RECORDER'S USE ONLY	
Consideration	\$
RTF paid by seller	\$
Date	By

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Norma Russo being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the Officer of Title Company in a deed dated 12/26/2022 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 402 Lot number 2 & 3 located at
19-21 Omega Drive, Vernon and annexed thereto,
(Street Address, Town)

(2) CONSIDERATION \$10.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) ☐ legally blind or;
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- ☐ Entirely new improvement ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) INTERCOMPANY TRANSFER IF APPLIES ALL BOXES MUST BE CHECKED. (Instruction #15 on reverse side)

- ☐ Intercompany transfer between combined group members as part of the unitary business
☐ Combined group NU ID number (Required)

(9) Deponent makes this Affidavit to induce county clerk or registrar of deeds to record this deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 10th day of January, 2023

Eileen Deady

EILEEN DEADY
A Notary Public of New Jersey
My Commission Expires 03/07/2023

Signature of Deponent
190 Main Street, Hackensack, NJ

Deponent Address
xxx-xx-x 335
Last three digits in Grantor's Social Security Number

Paula O'Neill, Member Bright H
241 Hudson Street, Hackensack NJ

Grantor Address at Time of Sale
Main Street Title & Settlement
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number	County
Deed Number	Book Page
Deed Dated	Date Recorded

County recording officers shall forward one copy of each RTP-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:
<https://www.state.nj.us/treasury/taxation/jpb/localtax.shtml>



Exhibit A

ALTA COMMITMENT

Property Description

Property 1:

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Vernon, County of Sussex, and State of New Jersey and is bounded and described as follows:

BEING known and designated as Lot 3 in Block 141-C as shown on a certain map entitled Map of Vernon Heights, Section 6, Vernon Township, Sussex County, New Jersey, which map was filed in the office of the Clerk of Sussex County on 12/08/1971 as Filed Map No. 417.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 2, in Tax Block 402, on the Official Tax Map of the Township of Vernon.

FOR INFORMATIONAL PURPOSES ONLY: The mailing address is: 19 Omega Drive, Vernon, New Jersey 07462.

Property 2:

ALL that (those) certain lot(s), tract(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Vernon, County of Sussex, and State of New Jersey and is bounded and described as follows:

BEING known and designated as Lot 2 in Block 141-C as shown on a certain map entitled Map of Vernon Heights, Sections 6, Vernon Township, Sussex County, New Jersey, which map was filed in the office of the Clerk of Sussex County on 12/08/1971 as Filed Map No. 417.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 3, in Tax Block 402, on the Official Tax Map of the Township of Vernon.

FOR INFORMATIONAL PURPOSES ONLY: The mailing address is: 21 Omega Drive, Vernon, New Jersey 07462.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ORT Form 4690 8-1-16

Exhibit A

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

Page 12 of 13

EXHIBIT 8

Narrative Description of Project

PROJECT OVERVIEW:

The proposed development is construction of a four-story, multi-family residential building situated at Block 402, Lots 2 and 3, in Vernon Township, Sussex County, New Jersey. This initiative seeks to provide high-quality, comfortable living spaces, incorporating modern amenities, top-of-the-line finishes, and energy-efficient appliances. The site, currently vacant land, spans approximately 0.3892 acres (Lot 2) and 0.3587 acres (Lot 3) with an accumulated lot acreage of 0.7479 acres within the Town Center (TC) Zone. It is intended that the aforementioned lots will be merged into one lot. With a combined lot width of 276 feet, the development plans feature a front yard set at 12.57 feet and a side yard of 10 feet on the south side and 114.68 feet on the north side, ensuring ample spacing from adjacent properties. The planned building lot coverage is set at 26%, with an impervious surface coverage of 74.6%, balancing the built environment with necessary green and open spaces.

BUILDING SPECIFICATIONS:

Building Area – The project occupies a total building footprint of 8,553 square feet. The project has a total residential square footage of approximately 35,722.

Height – The building is four (4) stories with a proposed maximum height of 49.26 feet. Construction will be wood frame over concrete slab.

CONSTRUCTION MATERIALS:

Exterior: The building architecture is inspired by traditional mountain design. Exterior building materials will be cultured stone for the first and second floors with the remaining floors consisting of a heritage color palette of James Hardie siding 7" with James Hardie panel, James Hardie trim, James Hardie corner, aluminum railing, and composite roof shingles. The roof shingles will be 3' x 6' panels to conceal rooftop mechanical equipment. The roof will have a gable design with decorative trusses/parapet, and a decorative chimney.

Interior: The apartments will have water-efficient fixtures, energy-star appliances, energy efficient light fixtures, maximization of natural light through windows and energy-efficient heating and cooling systems, highlighting the project's commitment to energy efficiency. All cabinets are wood with granite countertops and backsplashes. Flooring throughout the units will be a mix of vinyl and tile, chosen for durability, ease of maintenance and aesthetic appeal.

UNIT DESCRIPTIONS AND LAYOUTS:

The development includes 27 dwelling of which 6 will be deed-restricted affordable units.

The following chart depicts the unit breakdown for the project:

Floor	# 1 Bedroom Units	# 2 Bedroom Units	# 3 Bedroom Units	Total # of Units
1	3	3	0	6
2	3	3	1	7
3	3	3	1	7
4	3	3	1	7
Total	12	12	3	27

The chart below displays the dwelling unit breakdown by floor area:

Unit Type	Square Footage	First Floor	Second Floor	Third Floor	Fourth Floor	Total # of Units
1 Bedroom	782 SF	1	0	0	0	1
	864 SF	2	2	2	2	8
	890 SF	0	1	1	1	3
2 Bedroom	1,025 SF	2	2	2	2	8
	1,140 SF	1	1	1	1	4
3 Bedroom	1,480 SF	0	1	1	1	3
Total		6	7	7	7	27

There will be a lobby area with an elevator, parcel and mailbox room, gym and a community room for the residents.

PARKING AND ACCESSIBILITY:

There will be 42 off-street surface parking spaces, with two (2) designated as ADA compliant handicap spaces, all facilitating easy access to the building. There will also be an electric vehicle charging space. Parking lot aisle width is approximately 24' feet enhancing overall accessibility and safety.

OUTDOOR AMENITIES AND LANDSCAPING:

The project emphasizes the importance of outdoor leisure and community spaces by including amenities such as outdoor seating and grill areas, two pergolas and two tables with a width of 6 feet, two grills, a fire pit and a dog run measuring 665 SF enclosed by a fence. The parking lot will be landscaped in accordance with the Vernon Redevelopment Plan (with slight variance relief granted), including at least one Princeton Sentry Maidenhair tree, three Greenspire Littleleaf Linden shade trees, nine arborvitae shrubs and three Eastern Redbud ornamental street trees. Around the street trees there will be four 4-foot square tree grates. There will be a concrete retaining wall with a guiderail and a four foot tall decorative thick galvanized steel fence above. The streetscape will be six foot sidewalk with a two foot wide paver strip, a landscaped area, street furniture, street trees and decorative lantern street lights. There will be a 9' x 18' concrete block trash enclosure wall with a height of six feet and solid vinyl privacy gates.

UTILITY SERVICES

A municipal connection for water supply and sewage disposal will serve the building, ensuring reliable and efficient materials. The sewer line that currently runs between the two properties will be relocated for maximum efficiency.

CONCLUSION:

The 27 unit residential apartment building with 6 apartments allocated to affordable housing in Vernon Township represents a meaningful contribution to the local housing landscape, offering living spaces that are both luxurious and sustainable. Through meticulous planning and design, this project is set to provide a desirable living option emphasizing comfort, accessibility and community engagement.

MULTI-FAMILY RESIDENTIAL BUILDING
19 & 21 OMEGA DRIVE
VERNON TOWNSHIP

ASSOCIATE ARCHITECTS



N.J. AC 669

311 JACOB STREET
HACKENSACK, NJ 07601
PHONE: (201) 941-1444
WWW.MIJAArchitects.com

ARCHITECT

HABIB N. MUDALIJI, P.A.
N.J. AC 669 1565500
P.O. BOX 669 07601-0669
TEL: (201) 941-1444
FAX: (201) 941-1445

PROJECT:
OMEGA DRIVE 27-UNITS
19 & 21 OMEGA DRIVE
VERNON TOWNSHIP

OWNER:
REED LAND LLC
24 HUDSON STREET
HACKENSACK, NJ 07601

RELEASE STATE OF NEW JERSEY DATE:

THIS PLAN OR SPECIFICATION IS THE PROPERTY OF Mija Architects LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF Mija Architects LLC.

DRAWING TITLE:

SITE PLAN

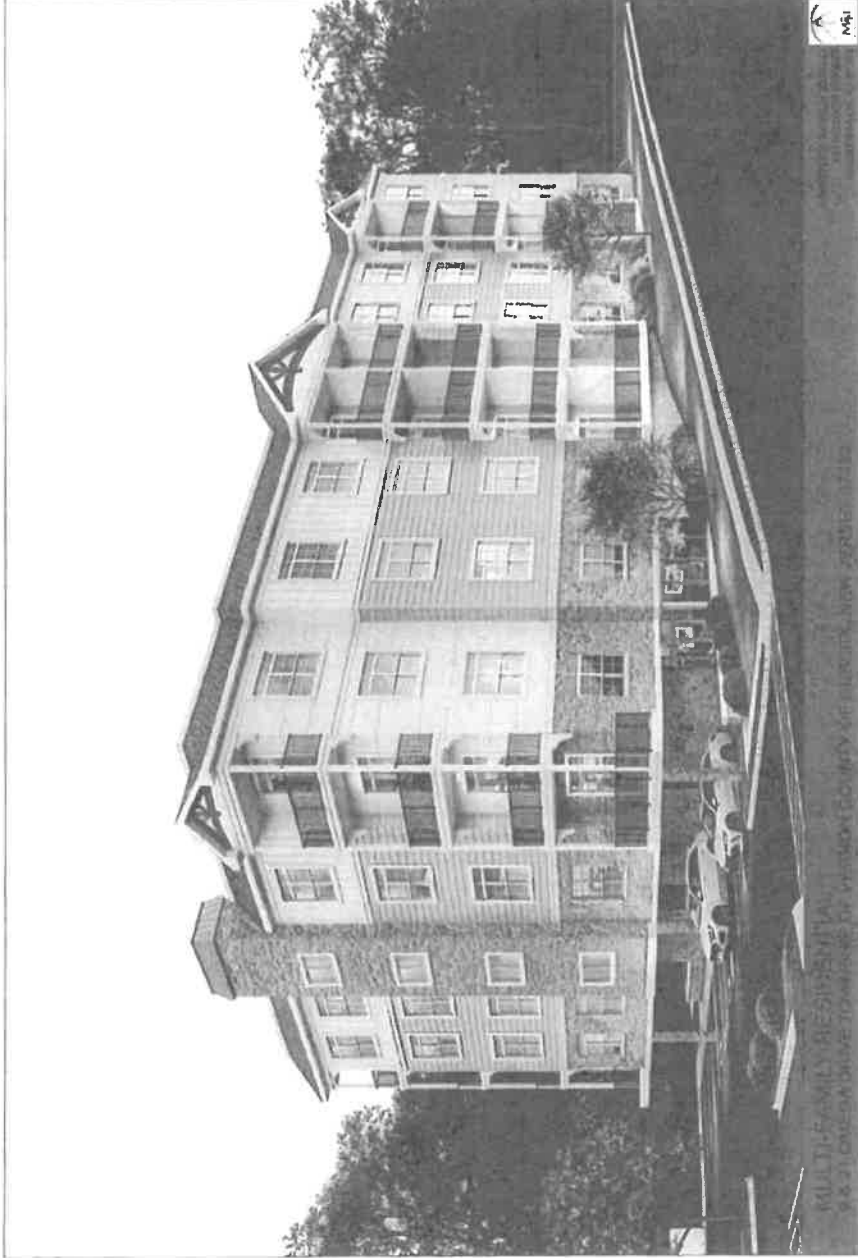
REVISIONS
DATE REVISIONS
5/5/2025

DO NOT SCALE DRAWINGS

DATE: 7/14/2025
DRAWN BY: NJ
CHECKED BY: KS-WTD
SCALE: AS NOTED
PROJECT NUMBER: F202502
DRAWING NO:

SK-100

ZONING DOCUMENTS 7-14-2025



DRAWING INDEX:

SK-100 COVER SHEET
SK-200 FLOOR PLANS
SK-300 BUILDING ELEVATIONS

RESIDENTIAL UNITS				
UNIT	1-BRM	2-BRM	3-BRM	TOTAL NO. OF UNIT
FIRST FLOOR	3	3	0	6
SECOND FLOOR	3	3	1	7
THIRD FLOOR	3	3	1	7
FOURTH FLOOR	3	3	1	6
TOTAL	12	12	3	27
RESIDENTIAL ADJACENTIES				1,400 SF.
FITNESS CENTER 1,000 SF.				

ASSOCIATE ARCHITECTS



N.J. AC. 669

241 HOBSON STREET
PO BOX 691125 TAM
JACKSONVILLE FL 32269
WWW.MJAArchitects.com

ARCHITECT

NABEEL A. AHMADI, P.A.
N.J. AC. 4000000
N.J. AC. # 01000110
CT. AC. # 13417
NJ. AC. # 1407

PROJECT:
OMEGA DRIVE 27 UNITS
19 & 21 OMEGA DRIVE
VERNON TOWNSHIP

OWNER:

RED HAND LLC
347 HICKORY STREET
HICKERSON, NJ 07001

DESIGN STAGE OF PROJECT: DATE:

DATE: 7/14/2023

REVISIONS

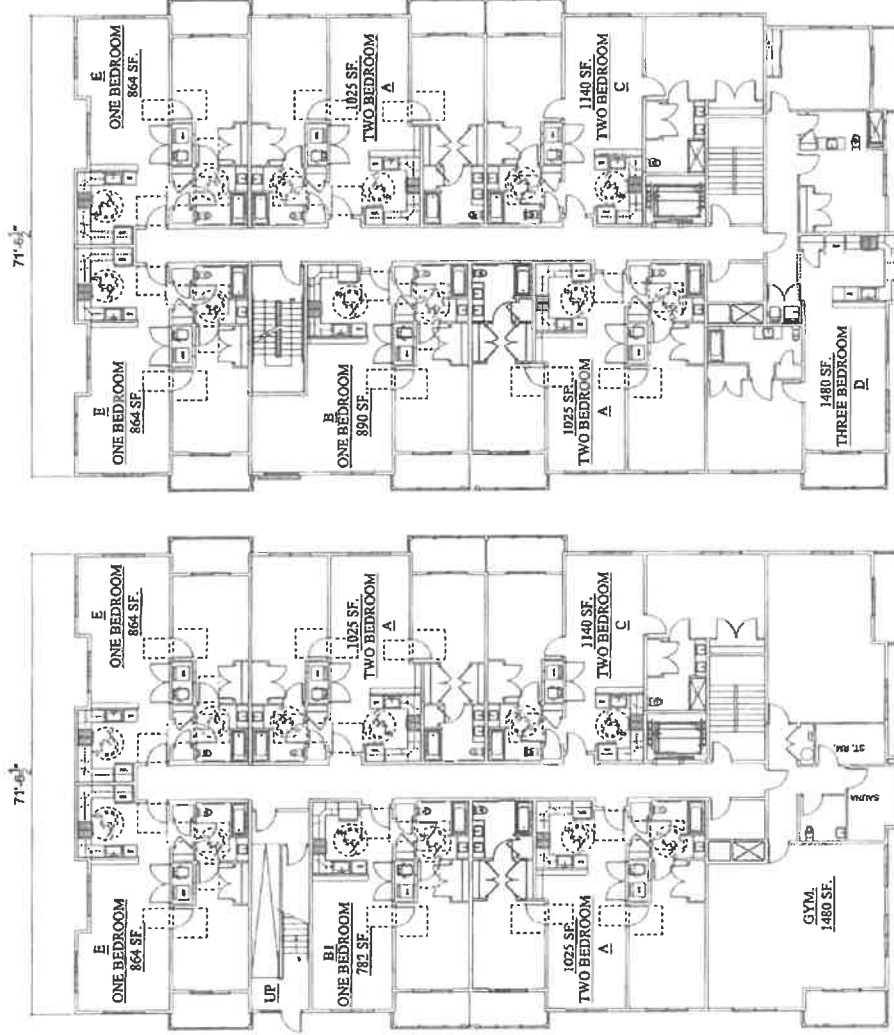
FLOOR PLANS

DATE: 7/14/2023

SCALE: 1/8" = 1'-0"

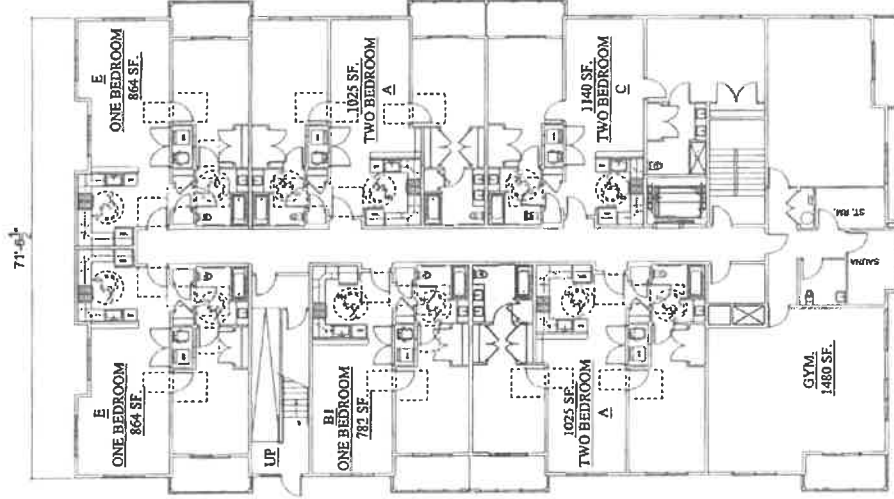
PROJECT NUMBER: 7-14-2023

DRAWING NO: SK-200



TYPICAL FLOOR PLAN

SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



SUB-LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

ARCHITECTS

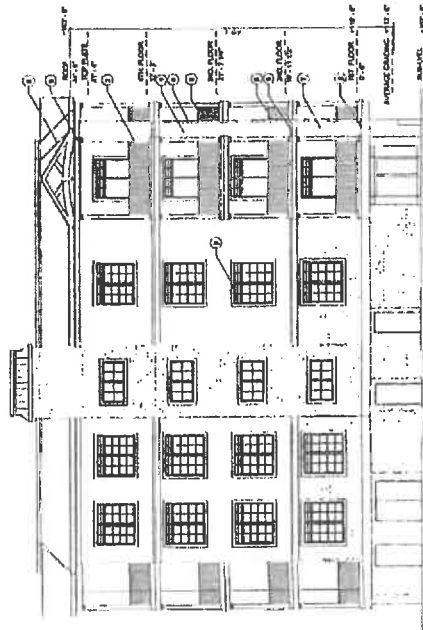


N.J. AC 669

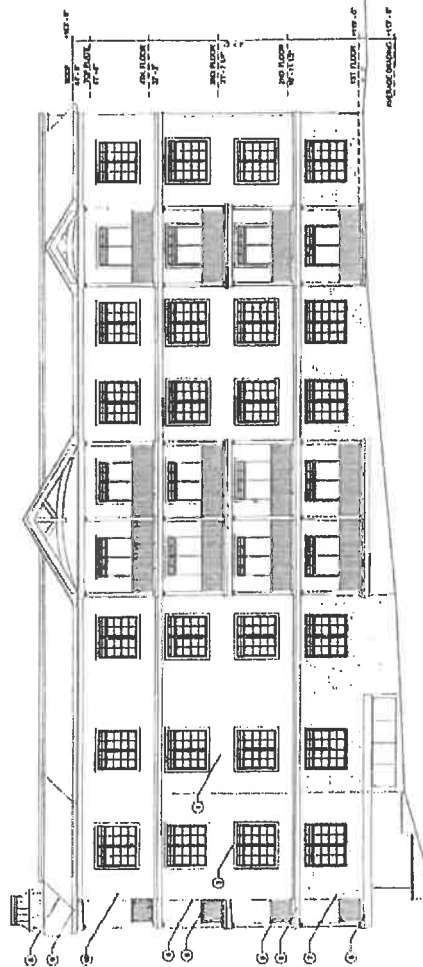
241 KESWICK STREET
NEWARK, NJ 07102-1848
PHONE: 973-175-1848
FAX: 973-175-1848
WWW.NJAC669.COM

ARCHITECT

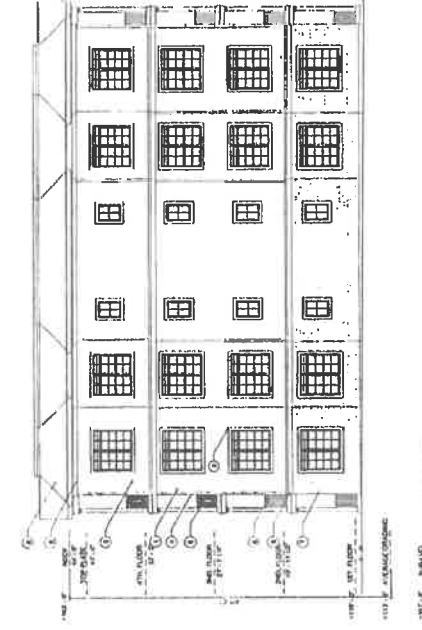
NAME: N. MERRILL, P.A.
N.J.C. # 00000000
N.J. REG. # 00000000
N.J. L.C. # 00000000
N.J. L.C. # 00000000
N.J. L.C. # 00000000



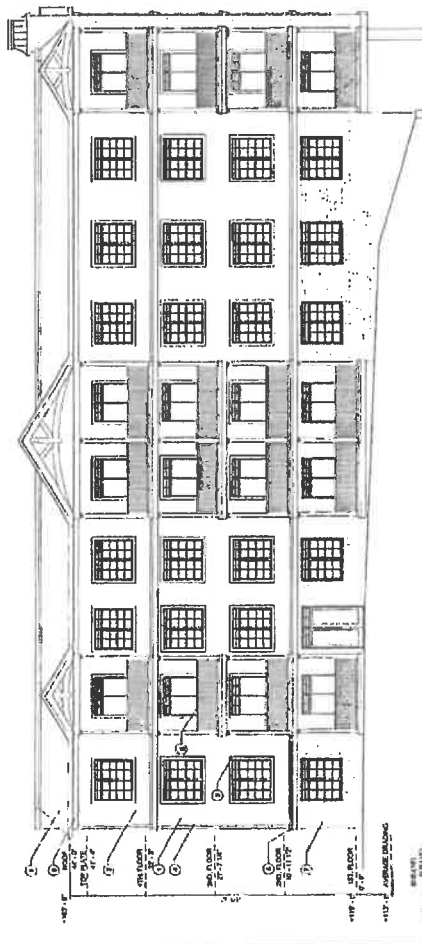
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

- REV. ARCHT.
- 1. JAMES HANCOCK, ARCHT. P.
 - 2. COLOR: RED BROWN, LAMINATE FINISH
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REVISIONS

ZONING DOCUMENTS 7-14-2025

SK-300

Exhibit 9

SITE PLAN APPROVED BY PLANNING BOARD

MULTI-FAMILY RESIDENTIAL

BLOCK 402, LOTS 2 & 3
19 & 21 OMEGA DRIVE
VERNON TOWNSHIP
SUSSEX COUNTY, NEW JERSEY



200' RADIUS MAP

SCALE: 1" = 100'

DRAWING LIST	
C1.1	COVER SHEET
C2.1	EXPLANATION & SOL. DESIGN CONTROL PLAN
C2.2	SITE PLAN
C2.3	ORIGINAL UTILITY & BIR. DESIGN CONTROL PLAN
C2.4	LANDSCAPE & LIGHTING PLAN
C3.1	UTILITY DETAILS
C3.2	DRAINAGE DETAILS
C3.3	UTILITY DETAILS



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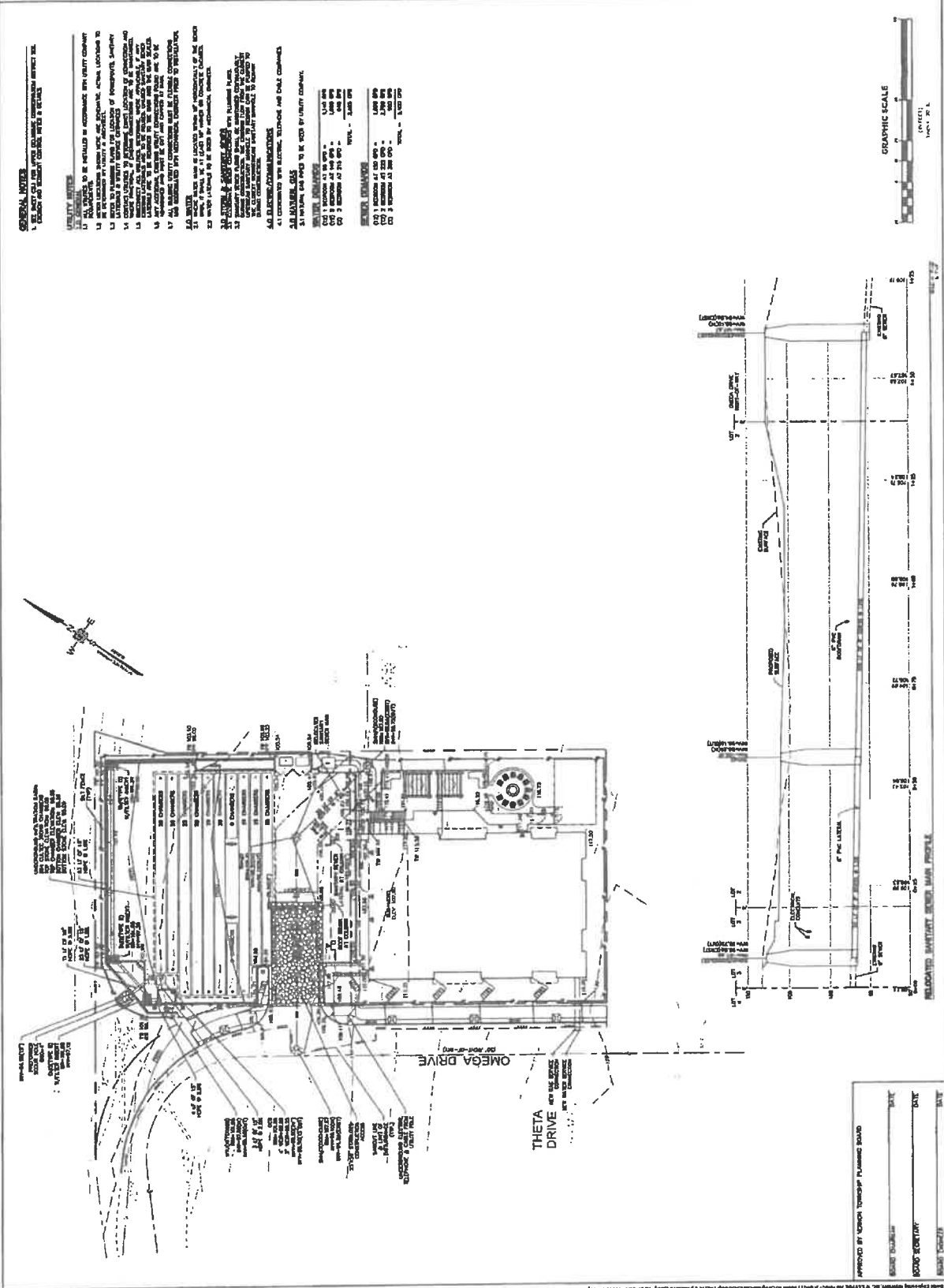
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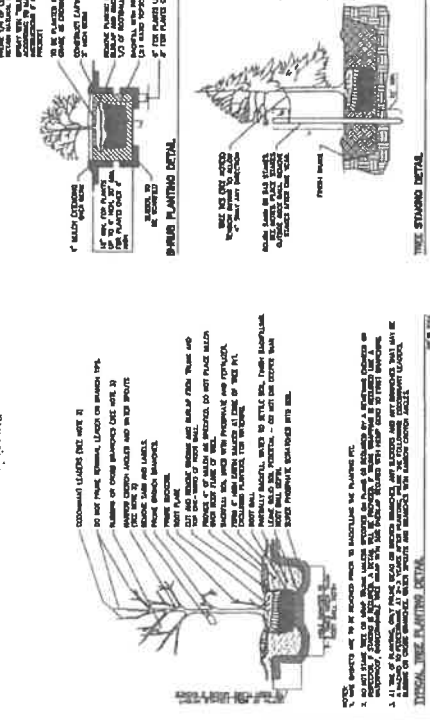
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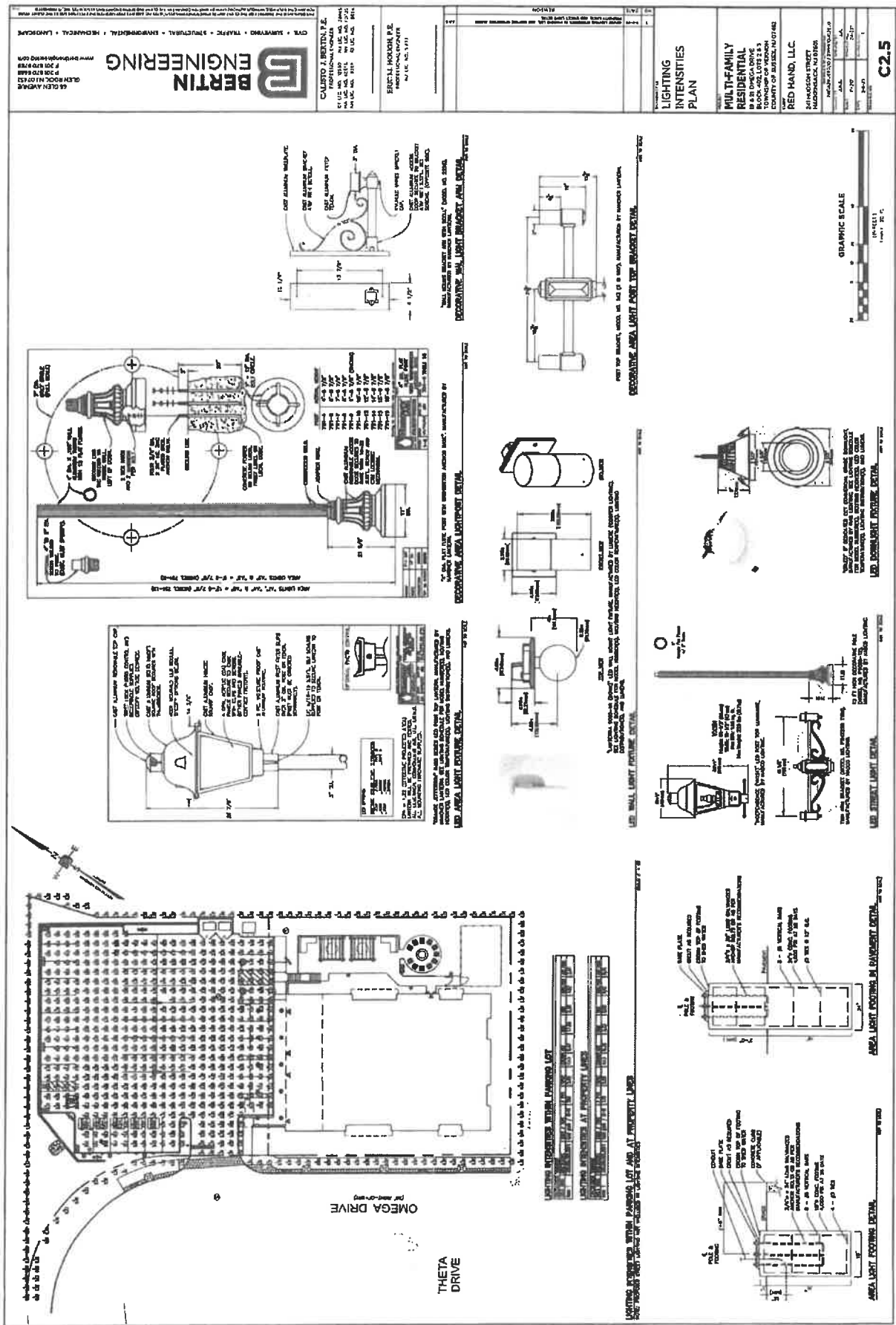
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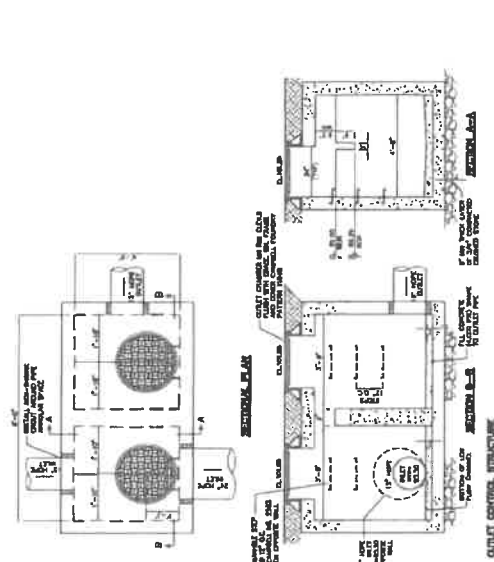
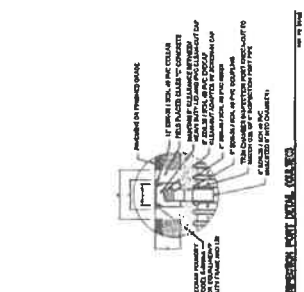
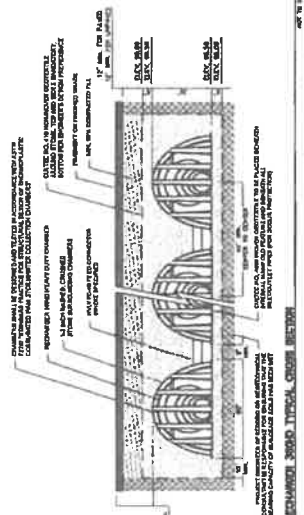


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	<p>CUMPTO J. BEATTY, P.E. 1000 N. 10th St., Suite 100 Phoenix, AZ 85006 Tel: (602) 944-1111 Fax: (602) 944-1112</p>	<p>ERICK N. HOUGH, P.E. 1400 N. 10th St., Suite 100 Phoenix, AZ 85006 Tel: (602) 944-1111 Fax: (602) 944-1112</p>	<p>ERICK N. HOUGH, P.E. 1400 N. 10th St., Suite 100 Phoenix, AZ 85006 Tel: (602) 944-1111 Fax: (602) 944-1112</p>	<p>ERICK N. HOUGH, P.E. 1400 N. 10th St., Suite 100 Phoenix, AZ 85006 Tel: (602) 944-1111 Fax: (602) 944-1112</p>
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CLIENT: RED FAMILY RESIDENTIAL

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PROJECT: MULTI-FAMILY RESIDENTIAL

4401 OLIVE AVENUE, SUITE 100
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DATE: 10/15/2024

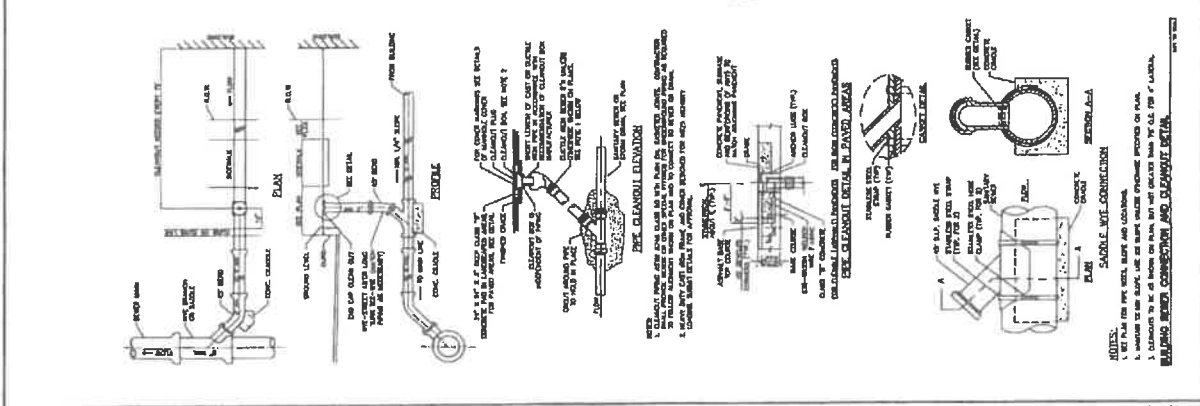
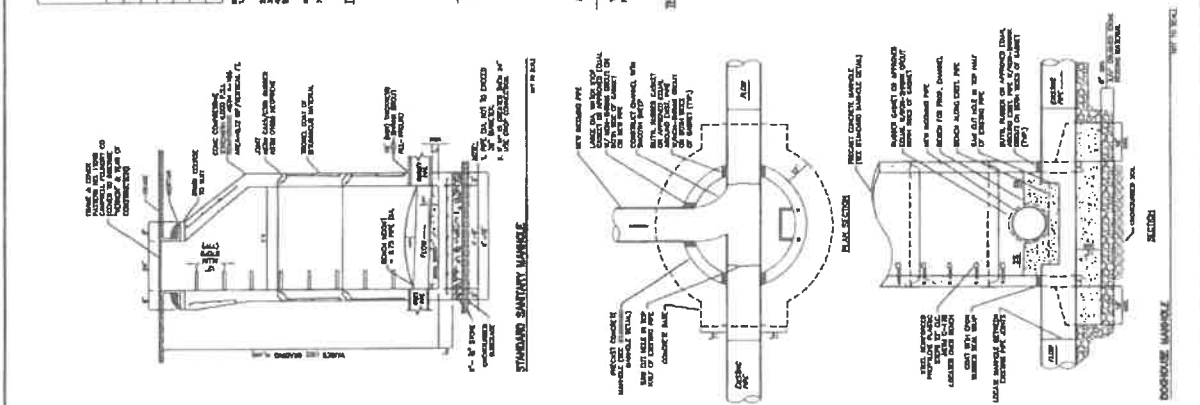
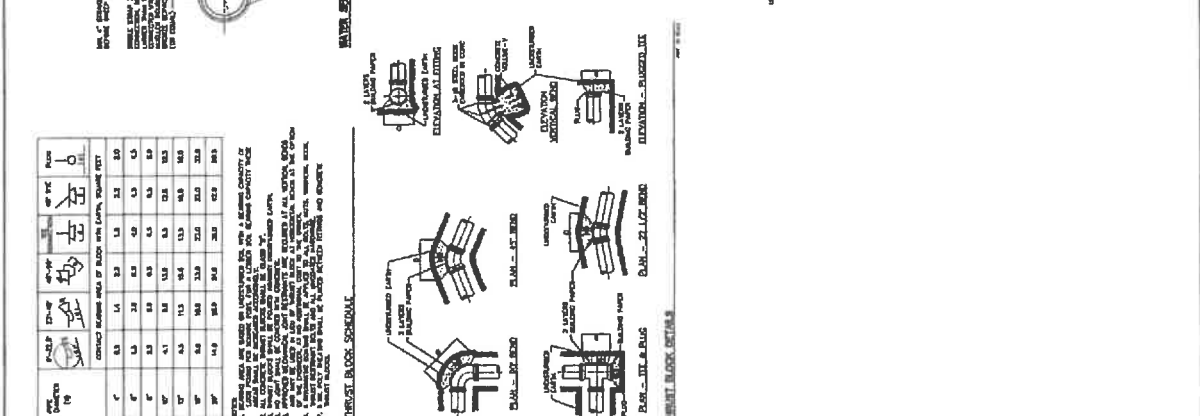
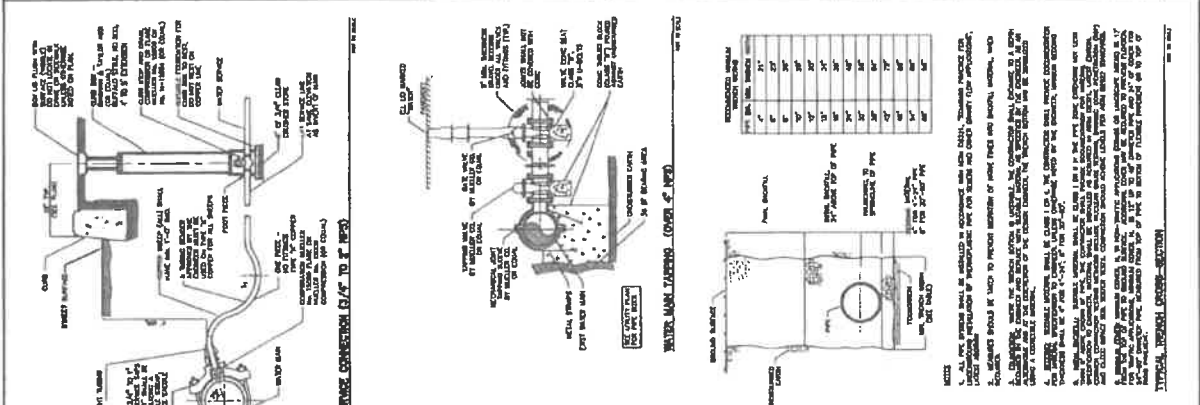
BY: J. BERTIN

REVISION: 1

DESCRIPTION: INITIAL DESIGN

SCALE: 1/8" = 1'-0"

PROJECT: MULTI-FAMILY RESIDENTIAL



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SITE PLAN APPROVAL RESOLUTION

RESOLUTION
Township of Vernon
Land Use Board
In the Matter of Red Hand LLC
Application Number LU#2-25-1
Decided on August 27, 2025
Memorialized on September 10, 2025
Final Site Plan Approval

WHEREAS, Red Hand LLC (hereinafter the "Applicant") has made application to the Vernon Land Use Board for final site plan approval for property known as Block 402, Lots 2 and 3 as shown on the Tax Map of the Township of Vernon, located at 19-21 Omega Drive in the Town Center Zone (hereinafter the "Subject Property"); and,

WHEREAS, a public hearing was held on August 27, 2025, after the Board determined it had jurisdiction; and,

WHEREAS, the Applicant was represented by Lauran O'Neill, Esq.

NOW THEREFORE, the Land Use Board makes the following findings of fact, based on evidence presented at its public hearings, at which a record was made.

The application before the Board is a request for final site plan approval for the construction of a four (4) floor 27 dwelling unit multi-family residential building on the Subject Property

Appearing and testifying on behalf of the Applicant was Calisto J. Bertin, a licensed professional engineer, and Nabil Mijalli, a licensed professional architect in the State of New Jersey. The plans submitted which were revised in response to various reports by Township professionals and their comments adduced at the hearing for preliminary approval. The witnesses indicated that a number of changes had been made since the Board granted preliminary site plan approval at its May 14, 2025 hearing. These included but are not limited to the following as set forth below. The structure still contains 27 units over 4 stories with six (6) units being affordable having an appropriate mix of bedrooms in compliance with Township Ordinances. Since the last hearing the

sidewalk had been widened to 6 feet in width as a result the parking lot was moved slightly to the north will be constructed along with the Omega Drive brick paver strip, decorative crosswalk and street trees. However, additional information needs to be submitted in order for final compliance approval can be granted on this. They are also adding additional street furniture to the plans which will include park benches and the like. He indicated the entire site was fenced and that the fence had been placed around the dog run but that it was 6 feet in height and would, therefore, require variance relief since it exceeded maximum Ordinance requirements. The witnesses further reiterated there would be no signage at this time and that they still need a treatment works approval from the NJDEP. Brick pavers were still being proposed and would be connected with existing improvements. The Applicant also agreed they would enter into a Developer's Agreement with the municipality and still will obtain all necessary approvals consistent with a Redevelopment Plan from the governing body. Questions were raised concerning the amount of lighting on site with it ultimately being determined that while the Applicant clearly met minimum requirements, the amount of lighting while in compliance with the Ordinance, exceeded what appeared to be reasonable for the location of the site. The Applicant, therefore, agreed to lessen the intensity. They also agreed to consider the possibility of installing a walkway linking this parcel with the municipal lot or providing additional sidewalk along the rear portion of the lot where it has frontage on the roadway. They also agreed that the entire site will be surrounded by a matching fence and they will eliminate the chain link fence so that it was more aesthetically consistent with the overall Redevelopment Plan. In discussions with the architect it was determined that material boards should be submitted which would make it clear what items were being placed on the building skins and how this conforms with Ordinance requirements. They also agreed to Deed restrictions for the affordable housing.

Turning next to the specific comments contained in the August 22, 2025 report of Cory Stoner, the Township and Land Use Board Engineer, it was indicated that the Applicant will be requesting the Township to vacate encroachments within the depicted Drainage Easement area by either relocating the proposed improvements or having the Easement areas vacated by the Township. He also noted that additional landscaping had been provided with the Applicant agreeing to put a different species of arbor vitae on site which was somewhat more deer resistant. He also suggested that the final site plan needed to merge the lots prior to the issuance of any construction permits. Mr. Stoner also pointed out that the proposed retaining wall would need to have structural design plans and calculations submitted, a maintenance manual prepared for the proposed stormwater management system in accordance with NJDEP requirements, and that the rerouting of the existing sewer line running through the middle of the two (2) lots after it is rerouted will need to be reviewed and approved by the Township MUA. The Applicant will need to also supply a new Sewer Easement. He also pointed out a number of other agency approvals and the need for the Applicant to enter into a Developer's Agreement for the project.

Next, a report of Jessica Caldwell, dated August 21, 2025, was also reviewed. In addition to all of the comments already addressed, Ms. Caldwell pointed out that testimony should be provided confirming the concrete block structure enclosing the trash enclosure needed to provide details showing that the block will match that which is being proposed on the residential dwelling. She further recommended a variance be considered for the dog run since the fencing would be greater than 4 feet in height. Next she also raised a number of issues concerning materials used in the building which were specifically addressed in the testimony by Mr. Mijalli, however, the Board should ask for a specific materials list to ensure the building is erected as proposed. It was also

noted that all building equipment will be kept on the roof. The Applicant also testified that it would meet at least three (3) of the Green Building Standards contained in the Ordinance.

The meeting was opened up to the public and there were no members of the public present expressing an interest in this application.

NOW THEREFORE, the Land Use Board makes the following conclusions of law, based on the foregoing findings of fact.

The application before the Board is a request for final site plan approval so as to permit the erection of a four (4) floor 27 dwelling unit partially affordable housing multi-family residential structure on the Subject Property along with variances previously granted by the Board as reflected in the May 14, 2025 Resolution of the Board which was subsequently memorialized on June 11, 2025.

In reviewing the application, plans and testimony, the Board first notes that the Applicant worked diligently in attempting to meet all of the comments contained in the previous Resolution of the Board. That Resolution contained the items which needed to be satisfied and are basically reflected in the reports of Cory L. Stoner, dated August 27, 2025, attached as Appendix A to this Resolution and of Jessica Caldwell in her Planner Report No. 1, dated August 21, 2025, attached as Appendix B of this Resolution. The Board also notes that as of this date, the Applicant has failed to enter into any Redevelopment Agreements with the governing body which shall be a condition surviving this action. As a consequence of not having done so, a number of items still remain open which shall require municipal officials and the Township Engineer and Planner to monitor as the project moves forward. At this point in time, the Applicant is not in a position to request any building permits of any kind whatsoever since it has numerous outstanding issues which must be satisfied including that final agreement with the governing body. It was also noted, as an aside, and

something beyond the jurisdiction of this Board, that apparently a tax abatement in the form of a Payment in Lieu of Taxes (PILOT) is apparently contemplated although there was no evidence as to whether the governing body would be amenable to this.

Those issues aside, the Board concludes as a matter of fact and law that the Applicant has met the minimum requirements of the Municipal Land Use Law, Case Law and Township Ordinances to a sufficient degree so as to enable the Board to grant final site plan approval at this time. The final approval shall be subject to the Applicant and its professionals meeting all the specific terms and conditions contained not only in this Resolution but in the Reports of all municipal professionals and other agencies. Further, the Applicant will be required to obtain approval for the keeping of construction materials, construction trailers and the like on other parcels prior to moving forward with this development. Those items may require additional Land Use Board approvals but this shall be determined by the Board's staff.

The Municipal Land Use Law, at N.J.S.A. 40:55D-70c provides Boards with the power to grant variances from strict bulk and other non-use related issues when the applicant satisfies certain specific proofs which are enunciated in the Statute. Specifically, the applicant may be entitled to relief if the specific parcel is limited by exceptional narrowness, shallowness or shape. An applicant may show that exceptional topographic conditions or physical features exist which uniquely affect a specific piece of property. Further, the applicant may also supply evidence that exceptional or extraordinary circumstances exist which uniquely affect a specific piece of property or any structure lawfully existing thereon and the strict application of any regulation contained in the Zoning Ordinance would result in a peculiar and exceptional practical difficulty or exceptional and undue hardship upon the developer of that property. Additionally, under the c(2) criteria, the applicant has the option of showing that in a particular instance relating to a specific piece of property, the

purpose of the act would be advanced by allowing a deviation from the Zoning Ordinance requirements and the benefits of any deviation will substantially outweigh any detriment. In those instances, a variance may be granted to allow departure from regulations adopted, pursuant to the Zoning Ordinance.

Those categories specifically enumerated above constitute the affirmative proofs necessary in order to obtain “bulk” or (c) variance relief. Finally, an applicant must also show that the proposed variance relief sought will not have a substantial detriment to the public good and, further, will not substantially impair the intent and purpose of the zone plan and Zoning Ordinance. It is only in those instances when the applicant has satisfied both these tests, that a Board, acting pursuant to the Statute and case law, can grant relief. The burden of proof is upon the applicant to establish these criteria.

In conjunction with this application, the Applicant sought permission to install a 6 foot high fence in order to maintain better control of dogs using this improvement on the site. The Board concludes the benefits of allowing a 6 foot high fence significantly outweigh any detriments and that this will not negatively impact the public good nor the zone plan. The fence shall be consistent with those fences on site and subject to final review and approval of the Board Planner.

NOW, THEREFORE, BE IT RESOLVED by the Land Use Board that the application of Red Hand LLC for Block 402, Lots 2 and 3 as shown on the Tax Map of the Township of Vernon, located at 19-21 Omega Drive in the Town Center Zone, requesting final site plan approval is granted pursuant to N.J.S.A. 40:55D-50, subject to the following terms and conditions:

1. The development of this parcel shall be implemented in accordance with the plans submitted and approved plans said plans including the following documents: “Multi-Family Residential, Block 402, Lots 2 & 3, 19 & 21 Omega Drive, Vernon

Township, Sussex County, New Jersey,” prepared by Bertin Engineering, consisting of nine (9) sheets, dated February 6, 2025 and last revised July 21, 2025; architectural plans of building elevations and floor plans entitled “Multi-Family Residential Building, 19 & 21 Omega Drive, Vernon Township,” prepared by Mija Architecture, LLC, consisting of three (3) sheets, dated May 5, 2025 and revised through July 14, 2025; property survey entitled “Red Hand LLC, Block 402, Lots 2 & 3, 19 & 21, Omega Drive, Vernon Township, Sussex County, New Jersey”, prepared by RHJ Associates and dated March 20, 2024; and Resolution in the matter of Red Hand LLC, LU#2-25-1, Decided May 14, 2025, Memorialized June 11, 2025.

2. Applicant shall meet all of the specific items contained in the August 22, 2025 report of Cory L. Stoner, attached as Appendix A, and shall obtain final signoff from him that his report has been satisfied.
3. Applicant shall meet all specific requirements contained in Planner Report #1 prepared by Jessica C. Caldwell for Red Hand LLC, dated August 21, 2025, attached as Appendix B, and shall obtain final signoff from her that her report is satisfied.
4. All retaining walls and other items installed on site requiring masonry materials shall be the same color and type as those used in conjunction with the building.
5. No signage shall be permitted on site until such time as an application is filed with the Township and approved either by the Construction Department or, if necessary, by the Land Use Board for the Township of Vernon.

6. Applicant shall obtain a DEP Treatment Works approval for work taking place on site.
7. Brick pavers for the sidewalks shall be consistent with those existing along the edge of the right-of-way subject to final review and approval of the Board Engineer.
8. Applicant shall enter into a Developer's Agreement with the governing body and also any and all other documents necessary in order to process this application as a redevelopment application seeking PILOT approval which shall be subject to final review and approval by the governing body.
9. The light plan for the parking lot shall be amended so as to be of a lower intensity, subject to final review and approval of the Township Engineer.
10. If possible, and subject to final review and approval by the Board Planner, a walkway linking the parking lot with the municipal lot shall be installed.
11. All chain link fencing around the site shall be removed and matching fencing installed subject to final review and approval of the Board Engineer.
12. The walkway on Omega Drive shall be improved to a 6 foot width and shall use materials similar to that which already exist.
13. Applicant shall submit a materials board and the building shall use all materials shown on the colored rendering on all four (4) sides.
14. Applicant shall provide Deed restrictions for the affordable housing units subject to review and approval of the Township Attorney.
15. Applicant shall request the Township to vacate the Drainage Easement shown on the plans subject to final review and approval of the Board Engineer.

16. A Deed of merger for the lots shall be submitted and approval of it obtained, with review by the Board Engineer and Board Attorney.
17. All chain link fence shall be eliminated in conjunction with the development due to the height of the wall structural design plans and calculations shall be provided and a construction permit specifically for the retaining wall around the parking lot will be obtained from the Vernon Township Construction Department.
18. A Maintenance Manual shall be prepared for the proposed stormwater management system in compliance with Chapter VIII of the NJDEP Best Practice Manual which shall in turn be recorded and remains a condition of this final site plan approval.
19. The existing sewer line running through the middle of the two (2) lots shall be rerouted with the proposed work to be reviewed and approved by the Vernon Township MUA. In conjunction therewith a new Sewer Easement shall be required which shall be reviewed by the Board Engineer and Board Attorney prior to the Township Council accepting the Easement.
20. No signage shall be permitted on site until approval has been received from the Land Use Board.
21. Applicant shall provide additional information for the brick paver strip along with the tree wells as proposed which should match brick pavers already installed along Main Street in the Town Center.
22. Applicant will be responsible for the maintenance of sidewalks, brick pavers, street trees which are constructed within the Township right-of-way.

23. Applicant shall incorporate street furniture as appropriate and directed by the Township Planner so as to be consistent with the design standards contained in the Town Center Plan.
24. Applicant shall reduce the lighting in the parking area subject to final review and approval by the Board Engineer.
25. Upper Delaware Soil Conservation District approval.
26. Vernon Township Council for the Redevelopment Plan and all other legal documents required in order for this development to be implemented.
27. Vernon Township Construction Department approval.
28. Vernon Township Municipal Utilities Authority approval for sewers.
29. Vernon Township Fire Subcode Official.
30. Veolia Water approval for water service.
31. Elizabethtown Gas approval.
32. A Pre-construction Meeting shall be held at least seventy-two (72) hours before any construction with municipal representatives, the Developer and its engineers and contractors. The meeting shall be held only after the Engineer's opinion of probable cost has been submitted to the municipality for computation of engineering and inspection fees posted, the form of which is to be approved by the Municipal Engineer.
33. Prior to the issuance of any construction permit, the Applicant shall file with the Board and Construction Official an affidavit verifying that the Applicant is in receipt of all necessary agency approvals other than the municipal agency having land use jurisdiction over the application and supply a copy of any approvals received.

34. Payment of all fees, costs, escrows due or to become due. Any monies are to be paid within twenty (20) days of said request by the Board's Secretary.
35. Certificate that taxes are paid to date of approval.
36. Sussex County Planning Board approval or a letter of No Interest.
37. Subject to all other applicable rules, regulations, ordinances and statutes of the Township of Vernon, County of Sussex, State of New Jersey, or any other jurisdiction.

The undersigned secretary certifies the within resolution was adopted by this Board on August 27, 2025 and memorialized herein pursuant to N.J.S.A. 40:55D-10(g) on September 10, 2025.


Kimberley Decker

FOR: 5

AGAINST: —

ABSTAIN: —

Board Member(s) Eligible to Vote:

Rossi; Higgins; McPeck; Cocula; Whitaker; Whit-Bearstler; Vizzini; Theobald

Prepared by: Glenn C. Kienz, Esq.

APPENDIX A



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THOMAS C. KNUDELERY, ASSOCIATE
IN - P.E., NJ - P.P.

August 22, 2025

MEMORANDUM TO: Vernon Township Land Use Board in session

FROM: Cory L. Stoner, P.E., P.P., C.M.E., Land Use Board Engineer

SUBJECT: ENGINEERING REVIEW
Final Major Site Plan for Red Hand LLC
Block 402 Lots 2 & 3
Located at 19-21 Omega Drive
Vernon Township, Sussex County
HPA No. 25-125

Dear Land Use Board Members:

A Final Major Site Plan application has been submitted by Red Hand LLC for the construction of a four floor multi-family residential building which will have a total of 27 dwelling units located along Omega Drive. The Vernon Township Land Use Board granted a Preliminary Site Plan and Variance approval for the proposed development on May 14, 2025 (memorialized June 11, 2025). Based on a review of this application for Final Major Site Plan approval, I offer the following comments:

1. The items submitted in support of this application included the following:
 - a. Plans entitled, "Multi-Family Residential, Block 402, Lots 2 & 3, 19 & 21 Omega Drive, Vernon Township, Sussex County, New Jersey," prepared by Bertin Engineering, consisting of nine (9) sheets, dated February 6, 2025 and last revised July 21, 2025.
 - b. Architectural plans entitled, "Multi-Family Residential Building, 19 & 21 Omega Drive, Vernon Township," prepared by Mija Architecture, LLC, consisting of three (3) sheets and dated July 14, 2025.
 - c. A report entitled, "Stormwater Drainage Analysis, Multi-Family Residential, Block 402, Lots 2 & 3, 19 & 21 Omega Drive, Township of Vernon, Sussex County, New Jersey, BE#24-221," prepared by Bertin Engineering, dated February 6, 2025 and last revised July 2, 2025.

2. Completeness: The Application as submitted is for the Final Site Plan approval and is meant to update the site plans to address comments raised by the Board during the Preliminary Site Plan and Variance application hearing. The Land Use Board approved that application on May 14, 2025 (memorialized June 11, 2025). The information as

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presented with this current application is sufficient in my opinion to address the items raised by the Board and have the Applicant present the Final Site Plan application for review. It is my recommendation that the application be deemed complete.

3. During the Preliminary Major Site Plan and Variance application review, a number of items were identified as needing to be addressed during the Final Site Plan application. These items consisted of but may not be limited to the following:

- a. The site plan cover sheet to be updated to incorporate the type and number of affordable housing units proposed within this apartment building. The cover sheet has been updated with this information.
- b. The chain link fence depicted atop the proposed retaining wall to be replaced with a more aesthetically appropriate fence or other code-conforming barrier. A black decorative fence has been now shown on the plans on the top of the proposed retaining wall. A detail has also been added to show that this fence will be a black galvanized steel fence.
- c. The encroachment within the depicted drainage easement area to be eliminated by either relocating proposed improvements or having the easement area modified or vacated by the Township of Vernon. The design still proposes improvements within the drainage easement. The Applicant has submitted that survey description to me for review which they plan to incorporate into a request for the Township to vacate.
- d. The proposed building design was to be modified to conform with the building design requirements set forth within the Town Center Redevelopment Plan including the provision of rooftop equipment screening. The Board Planner has commented on the architectural elements of this proposed building. I have no additional comments other than the Applicant should be prepared to discuss the changes that have been proposed in detail with the Board.
- e. A minimum six (6) foot wide sidewalk near the building to be provided in order to accommodate vehicle parking. The plans have been updated to include this change.
- f. Landscaped screening to be provided along the perimeter of the parking lot to minimize the impact of vehicle headlights glare off-site. Arbervitae and additional street trees have been added along Omega Drive to provide additional screening. The arbervitae are Emerald Green Arbervitae and are not deer resistant. I believe that the Applicant has provided as much landscaping as possible but the type of plantings need to be looked at closer. Any Board approval shall be conditioned on a final review of landscaping species be performed by my office.

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5. **Additional Comments:**

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 CERTIFICATE OF AUTHORIZATION NO. 24042355000

Vernon Township Land Use Board
RE: Red Hand LLC Final Site Plan Application
August 22, 2025

Page 4

- d. Due to improvements being constructed within the Township right-of-way, the relocation of the Township sewer main, and affordable housing obligation being handled on-site, I assume that a developer's agreement should be prepared for this project. The Board Attorney should comment on whether such an agreement is needed.
- e. Other Approvals that will be required include but may not be limited to:
- i. Upper Delaware Soil Conservation District
 - ii. Vernon Township Council (re: location of drainage easement)
 - iii. Vernon Township Construction Department
 - iv. Vernon Township Municipal Utility Authority (sewer)
 - v. Vernon Township Fire Subordinate Official
 - vi. Vernon Water (water service)
 - vii. Elizabethtown Gas (gas service)
 - viii. Sussex County Planning Board (per letter of no interest)

Very truly yours,



Cary L. Stover, P.E., P.P., C.M.E.
HAROLD E. PELLOW & ASSOCIATES, INC.
Vernon Land Use Board Engineer

cc:tc
REPORT: 75 AMT-02 PALMER ROAD (US 44) - RED HAND LLC USE - ENG - SERIAL D00X

cc: Via Email
Kim Decker, Planning & Zoning Secretary
Glenn Kienz, Esq., Board Attorney
Jessica Caldwell, P.P., A.I.C.P., Board Planner
Louisa O'Neill, Esq., Applicant's Attorney

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APPENDIX B



**J Caldwell
& Associates, LLC**
Community Planning Consultants

(973) 300-5060
jcaldwell@jcaldwellassociates.com
145 Spring Street | Suite E | Newton, NJ 07860

Planner Report #1

To: Vernon Township Land Use Board
From: Jessica O. Caldwell, PE, AICP, LEED-GB, Land Use Board Planner
Subject: Red Hawk LLC, LLC # 2-25-17
Final Site Plan
Block 402, Lots 2 & 3
19 & 21 Omega Drive
Vernon Township, Sussex County, New Jersey
Date: August 21, 2025

Dear Board Members,

The purpose of this report is to provide the Land Use Board guidance in its review of the Final Site Plan application submitted by Red Hawk LLC (the "Applicant"). The Applicant is proposing to consolidate Block 402, Lots 2 and 3 into one (1) lot and construct a four-story, multifamily residential building containing 27 dwelling units over one (1) level of parking. The property in question is located within the TC, Town Center District, subject to the Vernon Town Center Redevelopment Plan¹ (hereinafter the "Redevelopment Plan"). The Land Use Board granted Preliminary Site Plan and Bulk Variance Approval for the application decided on May 14, 2025 and memorialized by resolution on June 11, 2025.

Documents Reviewed

- Nine (9) sheets of a Preliminary and Final Site Plan entitled, "Multi-Family Residential Final Site Plan, Block 402, Lots 2 & 3, 19 & 21 Omega Drive, Vernon Township, Sussex County, New Jersey," prepared by Berlin Engineering, dated February 8, 2025, and revised through July 21, 2025.
- Three (3) sheets of Architectural Elevation and Floorplans entitled, "Omega Drive 27-unit, 19 & 21 Omega Drive, Vernon Township," prepared by MJA Architecture, LLC, dated May 5, 2025, and revised through July 14, 2025.
- Property Survey entitled, "Red Hawk LLC, Block 402, Lots 2 & 3, 19 & 21 Omega Drive, Vernon Township, Sussex County, New Jersey," prepared by RHJ Associates, and dated March 26, 2024.
- Resolution, in the Matter of Red Hawk LLC, LLC # 2-25-1, decided May 14, 2025, memorialized June 11, 2025.
- Copy of application, exhibits and additional supporting documents

¹Township of Vernon Town Center Redevelopment Plan prepared by J Caldwell & Associates, dated March 15, 2021, and adopted April 24, 2021 via Ordinance No. 21-10



Existing Conditions

The Site

1. The following table provides an overview of the existing conditions of Block 402, Lots 2 and 3:

Table 1. Existing Conditions

Block	Lot	Acres	Frontage	Existing Development
402	2	22,587.55	Omega Drive	Vacant/Undeveloped
	3	(0.75 Acres)		

2. The subject property is located entirely within the Highway Planning Area; therefore, Highway ADP Exemptions are not required for this application.

Figure 1. Aerial Map



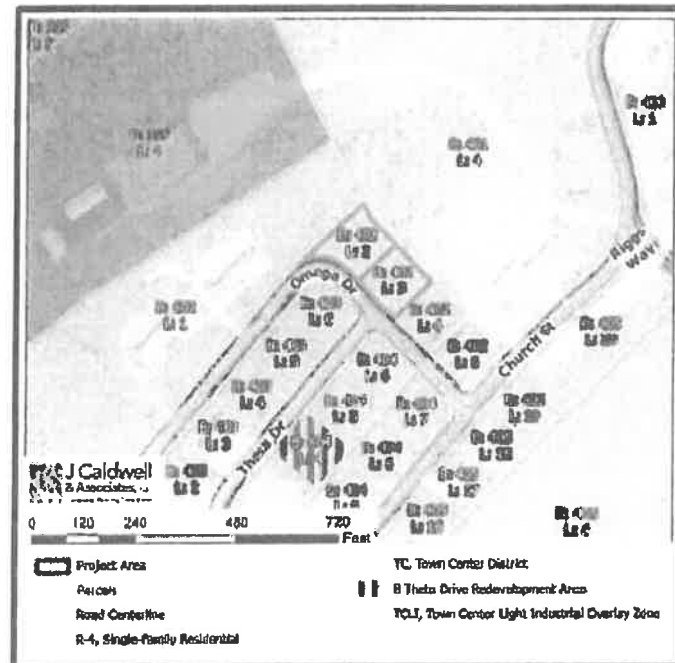
22,587 square feet (0.75 acres) is the cumulative lot area between Block 402, Lot 2 and 3. Existing lot 2 has an existing lot area of 16,968.4 square feet (0.39 acres) and existing lot 3 has a lot area of 11,623.6 square feet (0.26 acres).



Zoning

3. The subject property is located entirely within the TC, Town Center District in the Town Center Redevelopment Plan Area. This Plan supersedes sections of the Township Ordinance that are in conflict with the Redevelopment Plan requirements. Any deviation from the Redevelopment Plan is considered a variance subject to the standards of N.J.S.A. 40:55D-70c. Deviations that would constitute a variance pursuant to N.J.S.A. 40:55D-70a are not permitted to be granted by the Land Use Board and must be the subject of an amendment to the Redevelopment Plan. According to § 330-154(i), it is the purpose of the TC District to create a mixed-use Town Center in the Township of Vernon which provides for commercial, residential, and senior housing uses in a development pattern, and with design guidelines, that promote a pedestrian-scale center that reinforces the unique sense of place of Vernon.

Figure 2. Zoning Map.

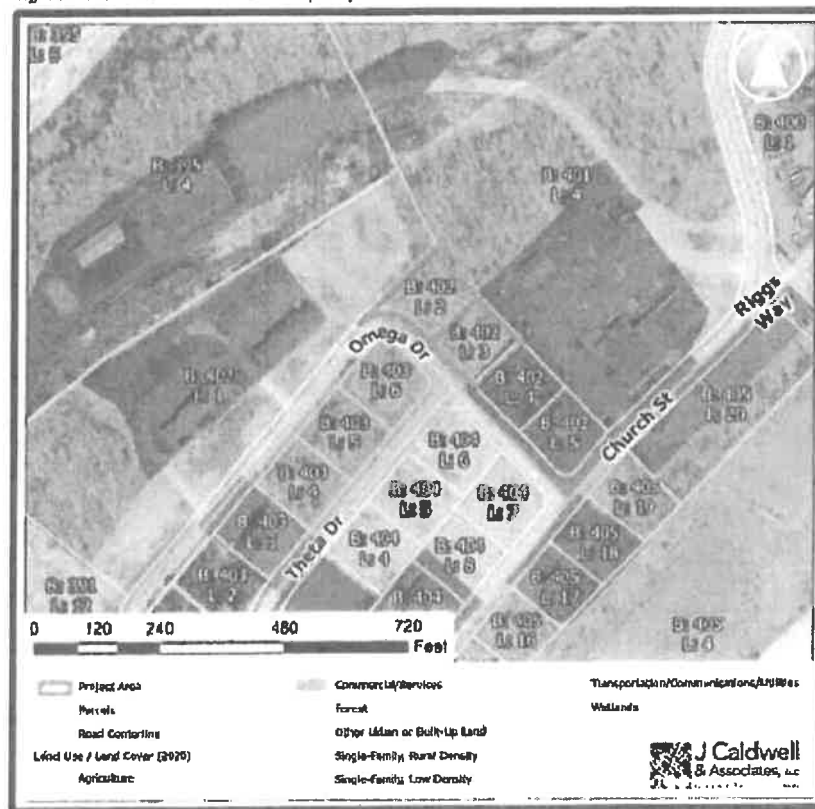




Neighborhood Context

- Block 492, Lots 2 and 3 are situated within the Vernon Town Center District, which has a combination of different land uses including commercial, civic, and single- and multi-family residential dwellings. Immediately surrounding the project area is a mix of commercial services uses, forested land, multi-family residences, and other urban or developed land. Directly east and adjacent to the site is the Vernon Township Municipal Building. Further northwest is a utility easement and the Vernon Township Police Athletic League ("PAL").

Figure 3. Land Use / Land Cover Map (2020)





Proposed Project

5. The Applicant is seeking Final Site Plan approval for the development of Block 402 Lots 2 and 3, which involves a four-story multifamily building over one (1) level of podium parking (Appendix E). The dwelling units consist of one-, two-, and three-bedroom dwelling unit types, with an overall total of 27 dwelling units proposed (Appendix C). The following table highlights the proposed residential units:

Table 2. Proposed Dwelling Unit Types and Residential Area²

Unit	1-Bedroom	2-Bedroom	3-Bedroom	Total # of Units
First Floor	3	3	0	6
Second Floor	3	3	1	7
Third Floor	4	3	1	8
Fourth Floor	3	3	1	7
Total	13	9	3	25
Residential Area				
First Floor (sq ft)	1,450 SF			

The following displays the proposed dwelling unit breakdown by floor area:

Table 3. Proposed Dwelling Unit Floor Area²

Unit	First Floor	Second Floor	Third Floor	Fourth Floor	Total # of Units
1-Bedroom					
782 SF		0	0	0	1
854 SF	3	3	2	2	8
890 SF	0	1	1	1	3
2-Bedroom					
1,025 SF	0	0	0	0	0
1,140 SF	1	1	1	1	4
3-Bedroom					
1,450 SF	0	1	1	1	3
Total	4	5	4	4	17

6. In addition, the following items are proposed:
- The proposed building will contain a lobby area with an elevator, a parcel and mailbox room, a gym, and a community room for residents.
 - The exterior will consist of 42 off-street parking spaces.

² Proposed dwelling unit floor areas were retrieved from the Architectural Building Elevators and Floorplans entitled, "Omega Drive ST-Unit 15 & 21 Omega Drive, Vernon Township," prepared by MJL Architecture, LLC, dated May 8, 2025, and revised through July 14, 2025.

³ The gym is located on the first floor with an attached community room.

⁴ Retrieved from the Architectural Building Elevators and Floorplans entitled, "Omega Drive ST-Unit 15 & 21 Omega Drive, Vernon Township," prepared by MJL Architecture, LLC, dated May 8, 2025, and revised through July 14, 2025.



- C. Outdoor amenities include outdoor seating and grill areas, including two (2) pergolas and two (2) tables with a width of six (6) feet, two grills, a fire pit, and a dog run (not square feet).

Area and Bulk Requirements

The following table denotes the required and permitted area and bulk requirements for the TC District pursuant to the Township of Vernon Town Center Redevelopment Plan. In regard to the Applicant's proposal, it should be noted that Block 422, Lots 2 and 3 were reviewed as one (1" parcel).

Table 4-72: Town Center District Bulk Criteria

	Required	Permitted	Proposed
Min. Lot Area	N/A	72,617 SF 0.75 Acre	NC NC
Min. Lot Width	100 FT	270 FT	245.00 FT
Min. Front Yard Setback	10 FT	N/A	10 FT Balcony 10.50 FT (54.1 long)
Min. Side Yard Setback	7.5 FT	N/A	10 FT Balcony 114.00 FT 110.00 FT
Min. Rear Yard Setback	10 FT	N/A	35.32 FT 39.00 FT 40.50 FT (54.1 long)
Max. Building Height	4 Stories 35 FT	N/A N/A	4 Stories 49.51 FT *
Max. Impervious Coverage	55% 27,673.45 SF	N/A N/A	74.5% 34,250 SF
Max. Solar Coverage	70% 33,759.9 SF	N/A N/A	20% 8,553 SF
N/A = Not Applicable		NC = No Change	

* Derived from Chapter 22, Attachment 1B – Ord. No. 21-10, Town Center Redevelopment Plan.
 7 Section 225-1 Definitions defines a basement as a story only underground and having more than one-half (1/2) of its clear height below the finished grade. A basement shall not be considered a story for purposes of height measurement in determining the permissible number of stories when used solely for incidental or accessory storage or for the housing of mechanical equipment, to include a poolwater heater and furnace, for a washer, dryer, recreation room or a bath room, either partial or full.
 * Roof height taken from the Architectural Plans dated February 6, 2025



Review of Site Plan, Variances, and Site Plan Design Exceptions

All provisions of the Redevelopment Plan will supersede all provisions of the Vernon Zoning Ordinance for the Town Center Plan Area. Any zoning-related issue that is not addressed in the Redevelopment Plan will reference the Vernon Zoning Ordinance for guidance. No use variances from the requirements herein will be cognizable by the Land Use Board. The Land Use Board, acting as the Planning Board, will have the authority to grant deviation from the requirements of the Redevelopment Plan, which constitute public variances. Deviations from Site Plan Design Standards from the Township's Land Development Ordinance constitute design exceptions.

7. Preliminary Site Plan Approval:

- A. Condition #3 required changes to the Final Site Plan submittal. The required change has not been completed:
 - i. #3.a. Update the site plan cover sheet to incorporate the type and number of affordable housing units proposed within the apartment building;
- B. Item #3.c. reserved in part, not addressed:
 - i. Addition of sidewalk and streetscape along entire frontage of a parcel;
 - ii. Addition of street furniture along with streetscape;

8. Affordable Housing:

- A. Per the Redevelopment Plan, any proposed housing within the TC District that results in a density of more than six (6) dwelling units per acre and a total of six (6) or more units shall provide a 50% set-aside for affordable housing. A minimum of six (6) affordable housing dwelling units is required¹ wherein 27 market-rate units are proposed. The Applicant is proposing six (6) affordable dwelling units; however, plans shall be revised identifying the unit types² associated with the six (6) affordable units. Deed restrictions for the affordable units shall be provided prior to issuance of any certificates of occupancy on the property.

9. Parking:

- A. Per the Redevelopment Plan, a minimum of 55% of the required off-street parking shall be located at the rear or side of the building. Up to 35% of the required parking may be located in the front of the building if screened from the street. The Applicant is proposing the majority of its off-street parking in the side yard. A small percentage of the parking area (1 regular space and 4 EVSE spaces) is within the 10-foot front yard setback; however, screening from the street is not provided. Variances relief was granted during Preliminary Site Plan approval.
- B. Per the Redevelopment Plan, parking lot design shall consider pedestrian circulation. Pedestrian sidewalks shall be provided and linked to the wider pedestrian network. Pavement textures shall be required on pedestrian access ways, and strongly encouraged elsewhere in the parking lot, as surface material, or when used as occurs. A textured brick paver (surface coating) decorative sidewalk is proposed at the driveway entrance to the property along Omega Drive. Info compiled.
- C. Per the Redevelopment Plan, parking lots shall meet New Jersey ADA requirements for handicapped parking. Two (2) ADA spaces are proposed, each with a dimension of eight

¹ Affordable dwelling unit calculation: 60 units x 50% = 30 units = 6 units

² Examples of unit types may include one-, two-, or three-bedroom dwelling units.



(8) feet in width and 16 feet in length, and separated by an eight-foot by 16-foot striped ADA buffer area between the two (2) spaces.

- i. According to § 407-55, the location of the parking spaces for handicapped persons shall be in an area of the parking facility which is most accessible and closest to the entrance to the public building that the facility serves.
 - a. The two (2) ADA spaces are located in the easternmost portion of the parking lot, which is closest to the building entrance (lobby) near the podium parking area.
 - b. Additionally, there is a secondary entrance to the rear of the building between the fire pit and the dog run. Testimony shall be provided confirming if an ADA ramp will be provided connecting the ADA spaces to the secondary entrance. Currently, stairs and ramps are proposed.
- ii. According to § 407-55, where possible such spaces may be located so that persons in wheelchairs or using proper crutches are not compelled to wheel or walk onto a parking slot.

Parking Lot Landscaping

D. For the Redevelopment Plan, parking lot: shall be suitably landscaped to provide shade and visual relief. At least one (1) shade tree with a maximum of two-and-a-half (2.5) inches caliper in size shall be provided for every 10 cars in the parking lot. At least 10% of the lot shall be green. A non-toxic evergreen hedge at least four (4) feet in height that is used for parking along the lot line. The perimeter edge of the parking lot shall be planted with evergreen hedges, shade tolerant shrubs, and related cover.

- i. There is a row of 10 parking spaces in the northernmost portion of the lot, wherein four (4) shade trees consisting of one (1) Filicodon Sentry (Maidenhair) and three (3) Greenpine Littleleaf Linnaea shade trees are proposed. This complies.
 - ii. Variances relief was granted during Preliminary Site Plan approval for failure to incorporate landscaping for 10% of the parking area and for trees with less than a 2.5" caliper as identified on the landscape plan submitted.
 - iii. A concrete retaining wall with a guirder and a four-foot-tall decorative fence above is proposed along the northern and eastern parking area perimeter and partially along the western perimeter stopping at the electric vehicle charging spaces that front Omega Drive. In addition, nine (9) Emerald Green Arctostaphylos evergreen shrubs are proposed along the western perimeter of the parking area.
- E. According to § 555-113D, where sidewalks occur in parking areas, parked vehicles shall not overhang or extend over the sidewalk; unless an additional two (2) feet of sidewalk width are provided to accommodate such overhang. There are nine (9) parking spaces – two (2) ADA and seven (7) regular spaces that abut a sidewalk. The proposed sidewalk is six (6) feet wide where a minimum sidewalk width of six (6) feet is required to accommodate vehicle overhang. This complies.

¹¹ For the Redevelopment Plan, [Landscape, Sidewalks, Crosswalks, and Public Spaces], it is required that sidewalks elsewhere in the TC District have a minimum of 10 (10) feet. In addition, § 555-113F (Sidewalks and Crosswalks) the sidewalk width shall be ten (10) feet; where sidewalks abut the curb and cars overhang the sidewalk, width shall be six (6) feet. In high-density residential areas, where sidewalks abut the curb, a sidewalk-placed area of at least six (6) feet in width shall be required.



10. Buffers:

- A. Per the Redevelopment Plan, walls and fences in all public areas are to be constructed to match the architectural detail of the principal structure and should not be located adjacent to a residential property. A concrete retaining wall with a guiderail and a four-foot decorative fence is proposed around the northern, northwestern, and eastern portions of the parking lot. It should be noted that the northern and northwestern portions of the wall and fencing are adjacent to Block 402, Lot 1, which is a residential property consisting of two (2) multi-family buildings.
- B. Per the Redevelopment Plan, fences and screen walls shall be limited to a maximum height of four (4) feet except they must be six (6) feet in height when used as a barrier for service area enclosures. As mentioned above, a concrete retaining wall with a guiderail and a four-foot decorative fence is proposed around the northern, northwestern, western, and eastern portions of the parking lot.
 - i. All proposed retaining walls have a decorative fence with a height of four (4) feet above the wall. This complies.
 - a. The northwestern and western sections (front yard) of the proposed wall have a height ranging between approximately 2.75 feet to 5 feet. This complies.
 - b. The northern section of the wall (side yard) adjacent to Block 402, Lot 1, has an approximate height between five (5) feet and 8.5 feet. Variances relief was granted during Preliminary Site Plan approval.
 - c. The eastern section of the wall (rear yard) adjacent to Block 401, Lot 4 has an approximate height between 1.75 feet and 5.5 feet. Variances relief was granted during Preliminary Site Plan approval.
 - ii. Additionally, a 9' x 10' (142 square feet) concrete block mesh enclosure wall with a height of six (6) feet and solid vinyl privacy gates is proposed. Testimony shall be provided confirming that the concrete block enclosure wall will match the proposed multi-family building or indicated on Sheet C-1 of the Final Site Plan.
 - iii. A chain-link fence with a height of six (6) feet is proposed around the 665 square-foot dog run located in the south-eastern portion of the property. A variance is required.
- C. According to § 550-184B(5)(j)(3), walls can be used as retaining walls and for privacy. Stone walls are the preferred material for walls and accent elements in the Town Center. Stone walls shall be topped with a stone or cast stone cap. Concrete retaining walls and a concrete block mesh enclosure wall are proposed.

11. Landscaping:

- A. Per the Redevelopment Plan, ornamental trees should be provided throughout the Plan Area, particularly at key locations such as the entrance and along existing roadway frontages. Three (3) Eastern Redbud ornamental street trees are proposed along the frontage of Omega Drive.

12. Street Trees:

- A. Per the Redevelopment Plan, street trees should have a minimum of 2.5-inch caliper at the time of planting. The bottom branches shall be trimmed to a minimum of seven (7) feet from the ground to allow pedestrian passage. Tree spacing shall be generally 40 feet apart on center with variation for driveways, lighting and other streetscape impediments. Three (3) Eastern Redbud ornamental street trees are proposed with a minimum of 1.5-inch caliper. A variance was granted for the size of these trees.



- B. Per the Redevelopment Plan, ironmith "Cameia" tree grates or approved shall be utilized around street trees (the sidewalk area). Four (4), four-foot square tree grates are proposed along Omega Drive.

13. Mobility / On-Site Circulation:

Pedestrian Circulation

- A. Per the Redevelopment Plan, sidewalks shall be provided along all street frontages and wide enough to handle pedestrians and accommodate benches, planters, street trees and street grates. A sidewalk along Omega Drive with widths varying from four (4) feet to six (6) feet is proposed along the Omega Drive frontage. Not complete.
- B. Per the Redevelopment Plan, sidewalks shall be a minimum of 4.5 feet wide. A minimum two (2) feet wide brick paver sidewalk shall be constructed between the curb and the roadway. Walkways shall be paved and curbed along buildings and within parking lots where applicable. As noted above, a sidewalk ranging between four (4) to six (6) feet wide is proposed along the Omega Drive frontage; a ten-foot-wide brick paver strip is proposed between the curb and the sidewalk. Not complete.

Streetscape, Sidewalks, Crosswalks, and Public Spaces

- C. Per the Redevelopment Plan, where not existing already, streetscape improvements shall be constructed along the road frontage or wherever proposed for development in the Plan Area. The streetscape shall include sidewalk, curb, paver or brick pavers or a sidewalk, street trees, street lights, and street furniture. The Applicant is proposing a streetscape consisting of a sidewalk with a ten-foot-wide brick paver strip, a landscaped area, street trees, and decorative street lights. However, street furniture is not provided and the streetscape does not cover the entire frontage of the property. A signpost is required.
- D. Per the Redevelopment Plan, decorative crosswalks shall be used to connect the public walkway system and help slow down traffic to create a pedestrian-friendly environment. A decorative crosswalk (brick paver surface coating) is proposed at the access driveway. Not complete.

14. Building Design Standards:

- A. Buildings in the Town Center Plan Area should be designed to evoke architectural attributes of Mountain Village, Alpine, or the Colonial architectural elements of historic Vernon buildings (Appendix B). See Appendix B for the associated design rendering and architectural elevations.

Building Materials and Colors

- B. Per the Redevelopment Plan, all building materials and color used on the exterior of a building shall be compatible with its overall design. Wood cladding or a manufactured equivalent, is recommended. Natural wood or cedar shake siding is also recommended. Natural or cultured stone is recommended as a primary accent material, especially for building foundations, decorative gables, and columns. Textured wood siding is recommended. Textured vinyl, cement fiber materials, and brick are permitted. Vinyl siding (non-textured), aluminum siding, non-decorative concrete block and other similar materials are prohibited. Stucco or stucco-like products such as Dryvit or EIFS¹² may be used only as accent material and not encompass more than 40% of the wall surface. The following building materials are proposed:

¹² If they appear similar to cinder block or split cotton cinder.

EIFS stands for Exterior Insulation Finishing System, sometimes referred to as synthetic stucco.



- i. Sub Level-First Floor: Cultured Stone, subject to Board approval.
 - ii. Second-Fourth Floors: James Hardie Siding 7"¹⁴ James Hardie Panel (Vertically)¹⁵, and James Hardie Panel¹⁶. Testimony shall be provided to review materials and their compliance with the building material standards.
 - iii. Add for Building Materials: James Hardie Trim 5"¹⁷ James Hardie Corner¹⁸ James Hardie Trim 1"x11"¹⁹ Aluminum Siding²⁰ Composite Roof Shingles, and Hardie Trim 1"x11"²¹. subject to Board approval.
- C. For the Redevelopment Plan, building colors shall utilize historic paint colors such as Sherwin Williams' Preservation Palette or Benjamin Moore Historic Color Collection. However, other creative patterns and schemes will be considered. The building colors shall include a base color, complementary trim colors, and accent colors for doors and shutters. The Applicant is proposing Sherwin Williams colors, including SW635 and SW282, which appear to be beige and off-white in color. Testimony shall be provided confirming the proposed building colors and compliance with the ordinance.

Roofs and Roof Materials

- D. For the Redevelopment Plan, roofs shall be designed to reflect the style of the historic Vernon structures in terms of pitch and materials. They shall be compatible with the building's architecture and complementary to adjoining structures. Roof eaves, dormers, and gables are encouraged. Architectural embellishments including towers, cupolas, chimneys, belfries, and cross gables can be used to break up large roof masses and add visual interest. The proposed building has a gable roof design with decorative busses as well as a decorative chimney. Testimony shall be provided confirming compliance with the ordinance, as well as the building material used for the decorative busses and decorative chimney cover.
- E. For the Redevelopment Plan, gable roofs with a slope of no less than 12:12 (excluding porches and dormers) are recommended. Flat roofs are discouraged on one-and-a-half story buildings. Flat roofs on two- and three-story buildings shall include a decorative parapet wall at least two (2) feet in height above the roof level up to six (6) feet high. The Applicant is proposing gable roofs with a decorative roof/parapet. Testimony shall be provided confirming the height of the decorative roof/parapet and the slope of the gable roofs.
- F. For the Redevelopment Plan, roof materials shall be textured according to the color scheme of the building. Metal roofs or panels that are designed architecturally as accent features. Composite roof shingles are proposed. Testimony shall be provided confirming the roof material and roof color, as well as compliance with the ordinance.
- G. For the Redevelopment Plan, roofs shall be designed to allow rooftop service equipment. Testimony shall be provided confirming compliance.

¹⁴ Colonial Sherwin-Williams [SW635].

¹⁵ Colonial Sherwin-Williams [SW635].

¹⁶ Colonial Sherwin-Williams [SW635].

¹⁷ Colonial Sherwin-Williams [SW635] – Window Trim.

¹⁸ Colonial Sherwin-Williams [SW635] – Corner Facade Trim.

¹⁹ Colonial Sherwin-Williams [SW635] – Full Flank Facade Trim.

²⁰ Colonial Roofing.

²¹ Corner Facade Panel.



Service Equipment

- H. Per the Redevelopment Plan, all of conditioning units, HVAC systems, exhaust pipes or stacks, elevator housing and satellite dishes and other telecommunications receiving devices shall be screened from public view, by using walls, roof element, penthouse-type screening devices or landscaping, designed to be architecturally compatible with the building's style, materials, colors and details. Testimony shall be provided confirming compliance.

Lighting

- I. Per the Redevelopment Plan, decorative fixtures shall be used both along the street edge and private walkways to establish a consistent lighting design theme. Fixtures shall be Haddox Independence (VI151) fixture in black, double-headed, with decorative post and shall as shown below, or an equivalent light fixture and pole approved by the Land Use Board. Downward facing lights may be approved by the Land Use Board for interior parking areas.

- I. Three (3) decorative light fixture poles with a twin arm bracket¹ and an Independence (VI151) LED light fixture² are proposed along Omega Drive.³
- II. Seven (7) of the above-mentioned decorative light poles/fixtures are proposed in the parking area, and 10 downlight ceiling light fixtures are proposed in the podium parking area and the existing main entrance area.

- J. For the Redevelopment Plan, LED lights are encouraged. The light color and wattage shall be similar to and compatible with surrounding properties within the area. LED lighting is proposed; however, testimony shall be provided confirming compliance.

- K. Per the Redevelopment Plan, light pole mounted fixtures, bollards and wall mounted fixtures shall follow an approved lighting design plan. Maximum twelve-foot-high (12') decorative light poles shall be used. Lighting intensity shall be consistent with the Land Development Subcode Section 330-60. House side shields shall be provided where obstructing a residential use. Low-pressure sodium, fluorescent, or mercury vapor lighting, either attached to the exterior building facade or to light the exterior of the building is prohibited. Neon lighting is prohibited.

- I. Three (3) and seven (7) pole-mounted light fixtures are proposed along Omega Drive and within the parking area, respectively, and with a mounting height of 12 feet. See samples.

15. Green Building Mandates:

- A. LEED-certified buildings are encouraged to promote the construction of buildings that are energy efficient, that place less demand on local utilities and are most cost-efficient to operate over time. If a building is not proposed to be LEED certified, at least three (3) of the following green building standards shall be incorporated into the development. Compliance with additional standards is encouraged.

1. Use of water-efficient fixtures
2. Use of light-colored roofing materials (flat roofs only)

¹ Twin Arm Bracket (Model No. 65H222-Twin), manufactured by Haddox Lighting.

² LED Four-Top Luminaire, manufactured by Haddox Lighting.

³ A 12-foot-high decorative pole (Model No. 66063-12), manufactured by Haddox Lighting.



- | | |
|---|--|
| 2. Re-use of greywater and/or process water. | 3. Use of alternative energy source production, i.e., solar/wind subject to the Township's solar/wind ordinance. |
| 3. Energy star-rated appliances. | 4. Use of energy-efficient heating/cooling system. |
| 4. Energy-efficient light fixtures. | 10. Satisfaction of any credit category that would achieve points under the LEED Rating System may qualify for one or more of the required Green Building elements, as approved by the Land Use Board. |
| 5. Use of natural light where it can be shown that it minimizes the need for artificial lighting. | |
| 6. Use of green roofs to minimize stormwater runoff. | 11. Electric vehicle charging stations. |

The Applicant is proposing six (6) electric vehicle charging stations. Testimony shall be provided confirming if the proposed building is LEED certified and/or if at least two (2) additional green building standard elements are provided.

16. Signage:

- A. Directional (traffic) signage is proposed for the subject property. However, if the Applicant decides to provide additional signage identifying the proposed development's name, address, etc., then compliance with § 536-139 is required.
- B. The Applicant should confirm that no additional signage is proposed.

17. Lighting

- A. According to § 536-230(4), light intensity shall not exceed 0.5 footcandle along any property line and shall be arranged and shielded to reflect the light away from adjoining streets or properties. This regulation shall not apply to lights that are used solely for the illumination of entrances or exits or driveways leading to a parking lot. Footcandle readings between 0.20 and 3.50 are proposed along portions of the property line, which exceed the maximum light intensity permitted. Waiver relief was granted during Preliminary File Plan approval.
- B. According to § 536-230(4), the following table highlights the maximum level of illumination (footcandle) for the TC District:

Table 5. TC District Maximum Level of Illumination

Zone	Maximum Illumination	Parking Areas	Signs
TC	10/25	20/20	15/10



The Applicant is proposing the following illumination levels within the parking area:

Table 4. Light Intensities Within Parking Lot - Correlation Lumens/m²

Area Name	Dimensions	Grid Type	# of Fix	Spaced	Grouping	Area	Watts	Watts	Watts / Area	Watts / Watt
Area 1	550' x 585'	Grid Park 4-1	170	5.00	over	1.47	17.64	2.28	7.62	2.64

Testimony shall be provided confirming compliance with the ordinance.

- C. According to § 330-60C(6), the style of any light standard within non-residential and multi-family developments shall be consistent with the architectural style for the principal building and, where appropriate, the architectural character of the surrounding area. Testimony shall be provided confirming compliance with the ordinance.

Criteria for Granting Deviations from the Redevelopment Plan are treated as "C" Variances

16. Deviations from the Redevelopment Plan can be granted as variances by the Board, pursuant to N.J.A.C. 40:55D-7.2 where two provisions exist:

- A. The first provision for granting a "C" variance is under N.J.S.A. 40:55D-7(c)(1) where the Board must find whether there has been a showing of peculiar exception practical difficulties or exception undue hardship arising out of the exceptional nonowners, shallowness, or shape of a piece of property, or by reason of an extraordinary and exceptional situation uniquely affecting this specific piece of property or the structures uniquely affecting this specific piece of property or the structures lawfully existing thereon. The two-part negative criteria must also be addressed.
- B. The second provision for granting a "C" variance is under N.J.S.A. 40:55D-7(c)(2) where the Board must find that the application is related to a unique situation on a specific piece of property, that the purposes of the MLUL (Appendix A) would be advanced by the requested deviation, that the variance can be granted without substantial detriment to the public good, that the benefit of granting the variance outweighs any detriment, or if the variance will not substantially impact the zone plan or ordinance. Under (c)(2), the Applicant should show that the proposal is a better zoning alternative to that which is permitted by the ordinance and provides benefits to the community as a whole, not just the Applicant. The two-part negative criteria must also be addressed.

²² Removed from Sheet C03.5 of the Preliminary and Final Site Plan entitled, "Multi-Family Residential, Final Site Plans, Block 402, Lots 2 & 3, 15 & 21 Omega Drive, Vernon Township, Sussex County, New Jersey," prepared by Berlin Engineering, dated February 4, 2025, and revised through July 21, 2025.



Township of Vernon Land Use Board
Re: Mond, LLC (LU# 2-55-1)
August 21, 2025

Very truly yours,

Jessica C. Caldwell, P.E., A.L.C.P., L.S.E.D. - G.A.,
J. Caldwell & Associates, LLC
Township of Vernon Land Use Board Planner

cc: Via Email Only:

Winterey Dichter, Land Use Board Administrator
Glenn G. Ward, Esq., Board Attorney
Gary Brown, P.E., Board Engineer
Lauren O'Neill, Esq., Applicant's Attorney



Appendix A.

Purposes of the Municipal Land Use Law (N.J.S.A. 40:55D-2)

- a. To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare;
- b. To secure safety from fire, flood, panic and other natural and man-made disasters;
- c. To provide adequate light, air and open space;
- d. To ensure that the development of individual municipalities does not conflict with the development and general welfare of neighboring municipalities, the county, and the State as a whole;
- e. To promote the establishments of appropriate population densities and concentrations that will contribute to the well-being of persons, neighborhoods, communities and region and preservation of the environment;
- f. To encourage the appropriate and efficient expenditure of public funds by the coordination of public development with land use policies;
- g. To provide sufficient space in appropriate locations for a variety of agricultural, residential, recreational, commercial and industrial uses and open space, both public and private, according to their respective environmental requirements in order to meet the needs of New Jersey citizens;
- h. To encourage the location and design of transportation routes which will promote the free flow of traffic while discouraging location of such facilities and routes which result in congestion or blight;
- i. To promote a desirable visual environment through creative development techniques and good civic design and arrangement;
- j. To promote the conservation of historical sites and objects, open space, energy resources and valuable natural resources in the State and to prevent urban sprawl and degradation of the environment through improper use of land;
- k. To encourage planned unit developments which incorporate the best features of design and relate the type, design and layout of residential, commercial, industrial and recreational development to the particular site;
- l. To encourage senior citizen community housing construction;
- m. To encourage coordination of the various public and private procedures and activities shaping land development with a view of lessening the cost of such development and to the more efficient use of land;
- n. To promote utilization of renewable energy resources;
- o. To promote the maximum practicable recovery and recycling of recyclable materials from municipal solid waste through the use of planning practices designed to incorporate the State Recycling Plan goals and to complement municipal recycling programs;
- p. To enable municipalities the flexibility to offer alternatives to traditional development, through the use of equitable and effective planning tools including clustering, transferring development rights, and lot-size averaging in order to concentrate development in areas where growth can best be accommodated and maximize while preserving agricultural lands, open space and historic sites; and
- q. To ensure that the development of individual municipalities does not unnecessarily encroach upon military facilities or negatively impact the operation of military facilities, and to those ends, to encourage municipalities to collaborate with military facility commanders in planning and implementing appropriate land use controls, thereby improving the vitality of military facilities and protecting against their loss through the State Realignment and Closure process or mission loss.



Township of Vernon Land Use Board
Geo Handel, LLC (LUP 2-25-1)
August 21, 2025

Appendix B
Vernon Town Center Architectural & Design Elements Photo Representations





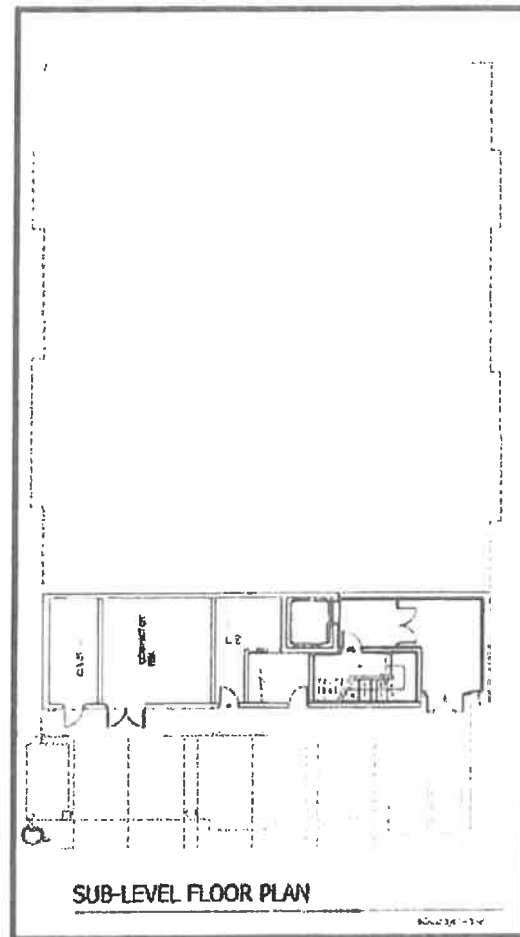
Township of Vernon Land Use Board
Re: Mond, LLC (LU# 2-28-1)
August 21, 2025





Appendix C
Proposed Architectural Floor Plans

Figure 4, Sub-Level Floor Plan



in Architecture: Building Elevation and Renovation entitled, "Omega Drive 57-Unit, 19 & 21 Omega Drive, Vernon Township," prepared by JWC Architecture, LLC, dated May 5, 2023, and revised through July 14, 2023.



Figure 5 First Floor Plan

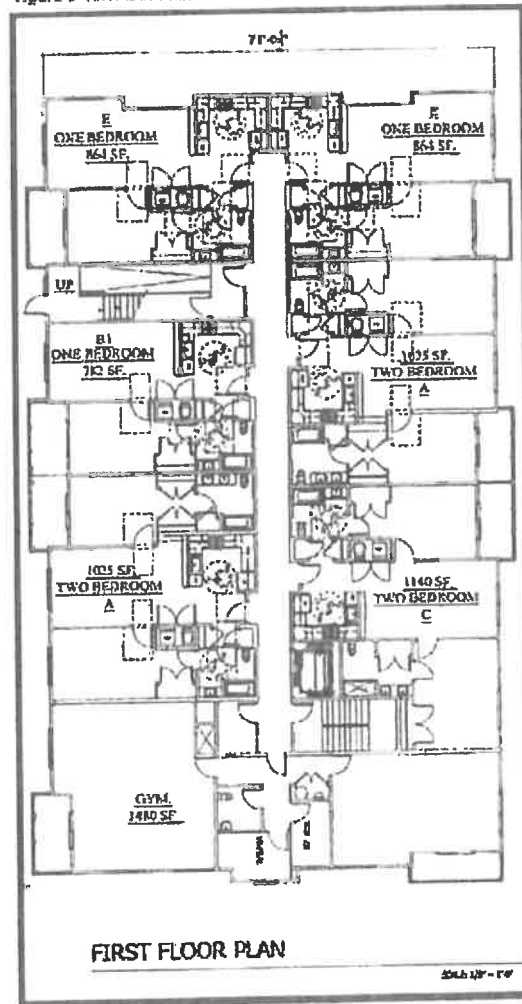
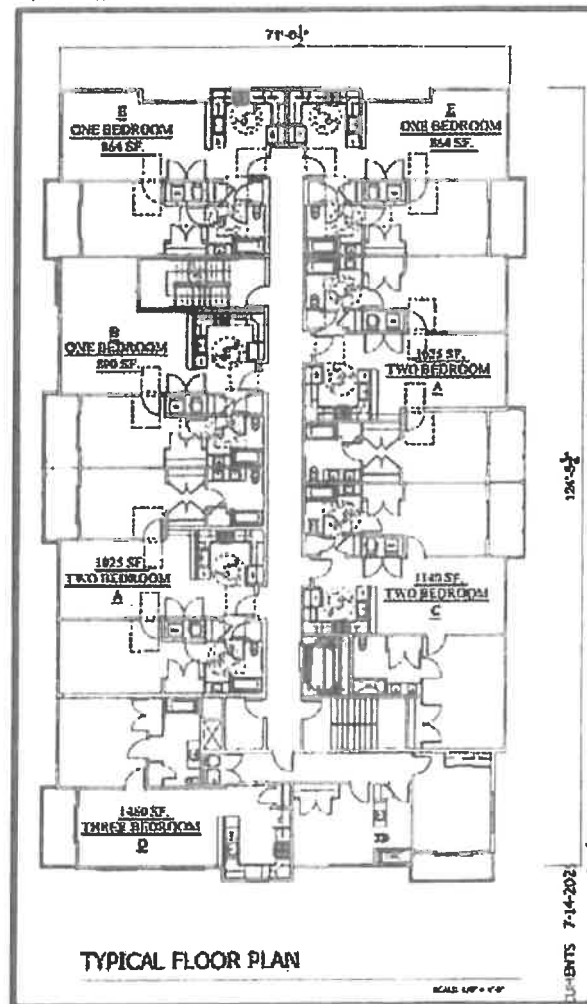




Figure 4. Typical Floor Plan



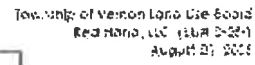


Appendix D
Proposed Architectural Building Rendering & Elevations²⁷

Figure 7. Proposed Platform 1 Redmond Architectural Building Rendering



²⁷ Architectural Building Elevations and Elevation Studies - Omega One 37-Unit (P & C) Omega One Vernon Township, prepared by JJA Architecture, Inc. dated May 6, 2023 and revised through July 16, 2024



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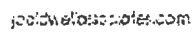




Figure 9. Proposed East 5, 6, and 7 Elevation - (East)





Figure 10. Proposed North Building Elevation (Side)

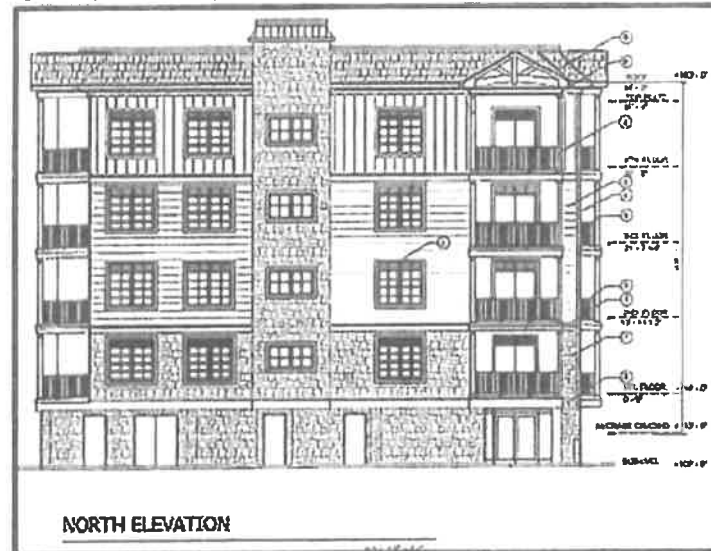
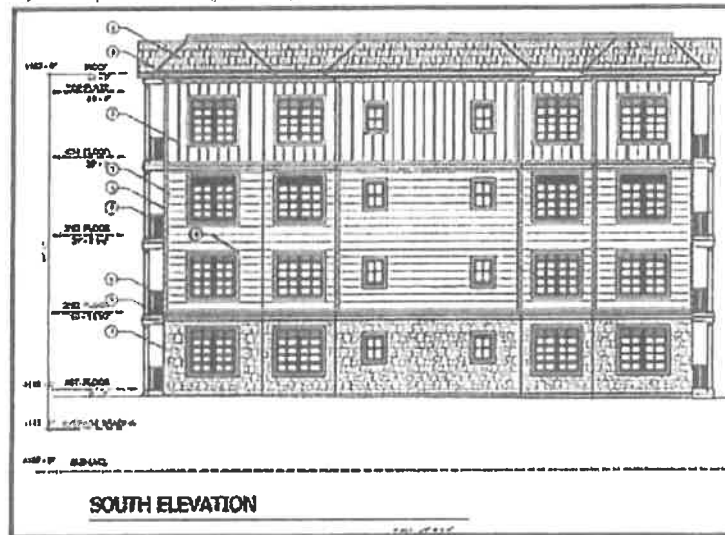




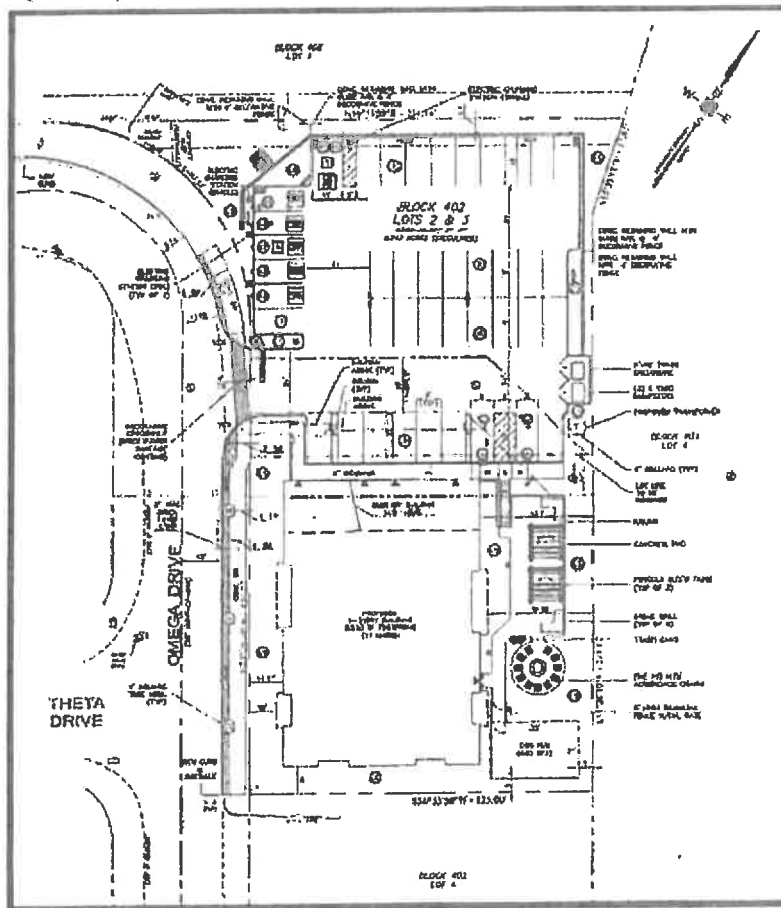
Figure 22. Proposed North Building Section - Side





Appendix E **Proposed Preliminary and Final Site Plans**

Figure 15: Proposed Site Plan



16 Sheet C-2 of the Preliminary and Final Site Plan entitled, "Multi-Family Residential, Final Site Plan, Block 403, Lots 2 & 3, 14 & 21 Omega Drive, Vernon Township, Sussex County, New Jersey," prepared by Benio Engineering, dated February 6, 2023, and revised through July 21, 2023.

TOTAL PROJECT COST ESTIMATE

Please fill out the form included below or attach a form substantially similar in its level of detail.

Certification of Cost Estimate

Project: Omega Multifamily

Location: 19 & 21 Omega Drive (Block 402 Lots 2 & 3), Vernon Township, Sussex County, NJ

Prepared by: Nabil N. Mijalli, R.A, NJ LIC. #AIO 1665500

Firm: Mija Architecture LLC

Date: February 27, 2024

Introduction: This document serves as a certification of the cost estimate for the Omega Multifamily project located at 19 & 21 Omega Drive (Block 402, Lots 2 & 3), Vernon Township, Sussex County, New Jersey. The estimate has been prepared in accordance with industry standards and reflects both hard and soft costs associated with the development of the project. It excludes financing interest and other fees outside the scope of the architect's expertise.

Cost Breakdown

Soft Costs

Category	Amount
Acquisitions, Approvals, and Diligence	\$866,000.00
Design and Planning	\$269,000.00
Legal, Finance, and Administration	\$80,814.00
Infrastructure and Utilities	\$186,279.00
Site Management and Permitting	\$290,948.00
Marketing, Operations, and Additional Expenses	\$137,730.00
Soft Cost Subtotal	\$1,830,772.00

Hard Costs

Category	Amount
Site Work	\$1,000,000.00
Structural Foundations, Frame, and Structure	\$1,010,909.73
Exterior Enclosures (Roofing, Siding, Exterior Doors/Windows, Aluminum, Automatic Sliders)	\$591,999.09
Interior Finishes (Drywall, Acoustics, Painting, Sheet Vinyl, Stairs)	\$592,582.96
Doors and Hardware (Interior Doors, Hardware, Trim, Garage Doors)	\$263,087.04
Thermal and Moisture Protection / Insulation (Dectec)	\$90,649.65
Railings and Balustrades (Aluminum Balcony Railings, Exterior Railings)	\$84,113.68
Flooring Systems (Ceramic Tile, Vinyl Flooring, Gypcrete)	\$187,876.48
Cabinetry and Countertops	\$296,369.14
Mechanical, Electrical, and Plumbing (MEP) (Plumbing, HVAC, Electrical, Plumbing Fixtures)	\$1,568,072.93

Category	Amount
Technology and Safety Systems (Low Voltage, Access Control and Camera System, Fire Protection, Fire Extinguishers, Elevator)	\$273,973.77
Amenities and Fixtures (Fitness Center Equipment, Bath Accessories, Closet Shelving, Mirrors)	\$148,000.00
Waste Management and Services (Trash Chute and Compactor, Mailboxes, Storage Lockers)	\$62,817.58
Finishing Touches (Appliances, Blinds, Signage, Light Fixtures)	\$250,370.74
Cleanup, Contingency, and General Conditions	\$1,026,544.71
Hard Cost Subtotal	\$7,447,367.50

Certification

I, Nabil N. Mijalli, R.A., am a licensed architect (License No. AIO 1665500) and hereby certify that the foregoing cost estimate for the Omega Multifamily Project in Vernon, New Jersey, has been prepared in accordance with applicable professional standards and represents a fair and reasonable estimate of the costs required to complete the project as described.

This certification is provided in support of the Application for Long-Term Tax Abatement, and I understand that it will be relied upon by the Township of Vernon.

Signature: _____

Name: Nabil N. Mijalli, R.A.

License Number: AIO 1665500

Date: September 27, 2025

Exhibit 12

COST ESTIMATE FOR EACH UNIT TYPE

Attach a summary of the estimated total costs for each unit, broken down by type of unit. This information can be presented in summary form, not at the level of detail required in Exhibit 11.

Certification of Per Unit Cost Estimate

Project: Omega Multifamily

Location: 19 & 21 Omega Drive (Block 402 Lots 2 & 3), Vernon Township, Sussex County, New Jersey

Prepared by: Nabil N. Mijalli, R.A, NJ LIC. #AIO 1665500

Firm: Mija Architecture LLC

Date: September 27, 2025

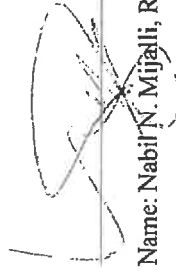
Introduction: This document serves as a certification of the per unit cost estimate and breakdown for the Omega Multifamily Housing located at 19 & 21 Omega Drive (Block 402 Lots 2 & 3), Vernon Township, Sussex County, New Jersey. The estimate has been prepared in accordance with industry standards and reflects both hard and soft costs associated with the development of the project.

19 & 21 Omega Drive - Per Unit Cost Estimate

	<u>Unit Type A</u>	<u>Unit Type B</u>	<u>Unit Type C</u>	<u>Unit Type D</u>	<u>Unit Type E</u>
<i>Soft Costs</i>	\$67,815.55	\$67,815.55	\$67,815.55	\$67,815.55	\$67,815.55
<i>Financing Costs</i>	\$27,052.11	\$27,052.11	\$27,052.11	\$27,052.11	\$27,052.11
<i>Site Work, Foundations, Framing, Structural, Insulation</i>	\$74,115.36	\$74,115.36	\$74,115.36	\$74,115.36	\$74,115.36
<i>Exterior and Interior Finishes</i>	\$72,864.02	\$63,267.30	\$81,039.01	\$105,208.54	\$61,419.04
<i>Flooring, Cabinetry, Countertops</i>	\$23,034.65	\$20,000.82	\$25,619.02	\$33,259.78	\$19,416.52
<i>Mechanical, Safety, Technology, Amenities, Waste Management, Services</i>	\$93,797.13	\$93,797.13	\$93,797.13	\$93,797.13	\$93,797.13
<i>Appliances, Blinds, Signage, Light Fixtures</i>	\$11,908.38	\$11,908.38	\$11,908.38	\$11,908.38	\$11,908.38
<i>Total</i>	\$370,587.20	\$357,956.65	\$381,346.56	\$413,156.85	\$355,524.09

Certification:

I, Nabil N. Mijalli, R.A, am a licensed architect with license #AIO 1665500, certify that the foregoing cost estimate for the Omega Multifamily Housing has been prepared in accordance with the applicable standards and represents a fair and reasonable estimate of the costs required to complete the project as described. This certification is provided in support of the Application for Long Term Tax Abatement and I understand that it will be relied upon by the Township of Vernon.



Name: Nabil N. Mijalli, R.A.

License Number: #AIO 1665500

Date: September 29, 2025

Exhibit 13

PROJECT PRO FORMA

Executive Summary				
Project Summary				
Project Name:	Omega	Residential Units:	27	
Street Address:	19-21 Omega Dr. Vernon, NJ	Average Rent :	\$2,343.36	
Acreage:	0.75	Average Unit (SF):	1,025	
Block/Lot		Monthly Total:	\$63,270.70	
Gross Buildable SF:	35,722	Annual Total:	\$759,248.40	
Avg. Hard Cost PSF:	\$208.48	Parking Spaces:	41	
Sources and Uses Summary				
Sources of Capital				
Sponsor Equity	\$4,243,166.71	per unit	%	
Bank loan	\$5,716,673.06	\$213,728.63	43%	
Total Sources	\$9,959,839.77	\$368,882.95	57%	
			100%	
Uses of Capital				
Land	\$810,000.00	per unit	%	
Hard Costs	\$7,447,367.50	\$275,828.43	8%	
Soft Costs	\$1,020,771.54	\$37,806.35	75%	
Financing Costs	\$681,700.73	\$25,248.38	10%	
Total Use	\$9,959,839.77	\$368,882.95	7%	
			100%	
Cashflow Summary		Debt Summary		
Effective Gross Income	\$751,134.98	Loan Amount	\$5,716,673.06	
NOI	\$506,422.43	LTV	65%	
Operating Expenses	\$244,712.55	Annual Debt Service	\$405,137.95	
Capitalized Value	\$8,807,346.65	DSR	1.25	

Sources and Uses

Sources of Capital			
	Total Project	Per Unit	% of Total
Developer Equity	\$ 4,243,167	\$ 157,154.32	48%
Bank Loan	\$ 5,715,673	\$ 211,728.63	57%
Total Sources	\$ 9,958,840	\$ 368,882.95	100%

75% LTC	\$ 6,971,887.24
20% LTV	\$ 6,165,142.66

Approved Units:	27
-----------------	----

Residential P&F:	\$175,000
Member:	\$100,000
% Contingency:	5.0%

Total Residential	34,242
Total Amenities	1,480

Uses of Capital			
	Total Project	Per Unit	% of Total
Land and Improvements	\$ 810,000	\$ 30,000.00	8.1%
Land	\$ -	\$ -	0%
Existing Improvements	\$ -	\$ -	0%
Subtotal Land and Improvements	\$ 810,000	\$ 30,000.00	8.1%
Hard Costs			
	Total Project	Per Unit	% of Total
Sitework	\$ 1,000,000.00	\$ 37,037.04	10.0%
Residential Construction	\$ 5,992,350.00	\$ 221,938.89	60.2%
Accessory Construction	\$ 148,000.00	\$ 5,481.48	1.5%
Hard Cost Contingency	\$ 307,017.50	\$ 11,371.02	3.1%
Subtotal Hard Costs	\$ 7,447,357.50	\$ 275,808.43	74.8%
Soft Costs			
	Total Project	Per Unit	% of Total
Civil Engineer	\$ 47,000	\$ 1,740.74	0.47%
MEP	\$ 75,000	\$ 2,777.78	0.75%
Structural	\$ 47,000	\$ 1,740.74	0.47%
Architecture	\$ 100,000	\$ 3,703.70	1.00%
Approvals	\$ 50,000	\$ 1,851.85	0.50%
Survey	\$ 15,000	\$ 555.55	0.15%
Title Insurance	\$ 40,500	\$ 1,514.81	0.41%
Inspection Fees	\$ 40,000	\$ 1,481.48	0.40%
Controlled Inspections	\$ 24,543	\$ 909.00	0.25%
Legal	\$ 20,000	\$ 740.74	0.20%
Insurance / Building Risk / GL	\$ 165,655	\$ 6,135.38	1.66%
Real Estate Taxes (During Construction)	\$ 61,122	\$ 2,267.74	0.61%
Building Permits	\$ 60,750	\$ 2,250.00	0.61%
Street Opening/Water Allocation and Wet Tap	\$ 9,222	\$ 341.55	0.09%
Sewer Connection Fee	\$ 177,057	\$ 6,557.67	1.78%
Marketing	\$ 17,000	\$ 629.63	0.17%
Working Capital	\$ 36,000	\$ 1,333.33	0.36%
Appraisal	\$ 4,914	\$ 182.00	0.05%
Other Amenities Package	\$ 30,000	\$ 1,111.11	0.30%
Environmental	\$ 6,000	\$ 222.22	0.06%
Soft Cost Contingency	\$ 48,608	\$ 1,800.30	0.49%
Subtotal Soft Costs	\$ 1,020,772	\$ 37,806.33	10.2%
Financing Costs			
	Total Project	Per Unit	% of Total
Broker Fee	\$ 28,583	\$ 1,058.64	0.3%
Bank Commitment Fee	\$ 28,583	\$ 1,058.64	0.3%
Bank Legal	\$ 30,000	\$ 1,111.11	0.3%
Interest (Construction)	\$ 594,534	\$ 22,019.78	6.0%
Subtotal Conventional Financing	\$ 681,701	\$ 25,248.18	6.8%
Grand Project Cost	\$ 9,959,240	\$ 369,882.95	100.0%

Broker Fee	0.5%
Commitment Fee	0.5%
Term (years)	2
Construction Rate	8.0%

Year 1 Cash Flow

Project Summary				
# of Units	27	Monthly Rent per Unit	\$	2,343.36
# of Parking Spots	14	Monthly Cost per Unit	\$	755.29
Market Rate Units	78%			2,597.32
COAH Units	22%			1,454.50
Income Breakdown				
Total Project				
Apartments		\$ 759,248.40	\$	28,120.31
Parking		\$ 16,800.00	\$	100.00
Amenity Fee	21	\$ 13,600.00	\$	200.00
Pet Fee	10%	\$ 1,620.00	\$	50.00
Potential Gross Income		\$ 790,668.40	\$	29,284.01
Vacancy	5%	\$ (39,533.42)	\$	(1,464.20)
Effective Gross Income		\$ 751,134.98	\$	27,819.81
Expense Breakdown				
Total Project				
Repairs and Maintenance		\$ 40,500.00	\$	1,500.00
Turnover Maintenance		\$ 1,350.00	\$	50.00
Management Fees	3%	\$ 22,534.05	\$	834.59
Insurance		\$ 27,000.00	\$	1,000.00
Taxes	10%	\$ 75,113.50	\$	600.00
Utilities		\$ 24,300.00	\$	900.00
Waste Disposal		\$ 5,940.00	\$	220.00
Landscaping and Snow Removal		\$ 7,425.00	\$	275.00
Elevator Service and Maintenance		\$ 9,500.00	\$	351.85
Pest Control and Misc Inspections		\$ 5,400.00	\$	200.00
General and Administrative		\$ 6,750.00	\$	250.00
Salaries and Payroll		\$ 13,500.00	\$	500.00
Misc Reserves		\$ 5,400.00	\$	200.00
Expense Subtotal	33%	\$ 244,712.55	\$	9,063.43
Project Value Metrics				
Total Project				
NDI		\$ 506,422.43	\$	18,756.39
Capitalized Value	5.75%	\$ 8,807,346.65	\$	326,198.02
Permanent Financial Metrics				
Perm Loan Amount		\$ 5,716,673.06	Facility Constraint Metrics	
Annual Debt Service		\$ 405,137.95	Benchmark	Loan Amount
Loan to Value		64.91%	1.25x DSCR	\$ 5,716,673.06
DSCR Ratio		1.25	70% LTV	\$ 6,165,142.66
Interest Rate		5.86%	75% LTC	\$ 6,566,301.85
Amortization (in years)		30		
5 Year T				
Spread		3.61%		
		2.25%		

Retail Income Summary									
Unit Type	Sales	Bids	Units	Rent	# of Units	Income	PSE		
A	1025	2	2	\$2,613.75	6	\$15,682.50	\$2.55		
B	890	1	1	\$2,463.75	4	\$9,873.00	\$2.78		
C	1340	2	2	\$2,907.00	3	\$1,721.00	\$2.55		
D	1480	3	1	\$3,478.00	1	\$3,478.00	\$2.35		
E	864	1	1	\$2,397.60	7	\$16,783.20	\$2.78		
Low	864	1	1	\$677.80	1	\$677.80	\$0.78		
COAH A	1025	2	2	\$1,555.00	1	\$1,555.00	\$1.32		
Med	1340	2	2	\$1,628.00	2	\$3,256.00	\$1.43		
Low	1480	2	2	\$1,565.00	1	\$1,565.00	\$1.43		
COAH D	1480	3	2	\$1,478.00	1	\$1,478.00	\$1.27		

Total Units	27
Average Rent	\$2,436
Average Unit Sp	\$63,203.20
Monthly Total:	\$789,148.40
Annual Total:	

P/S Comp	MR	MR	MR
Med	\$2,436	\$2,436	\$2,436
Low	\$2,35	\$2,35	\$2,35
3 Med	\$2,00	\$2,35	\$2,18

Contributors Summary			
Sublevel	Decorative (SF)	Common (SF)	Decorative (SF)
Floor 1	5908	1,300	1480
Floor 2	7288	1,300	
Floor 3	7288	1,300	
Floor 4	7288	1,300	
Floor 4 (P/S)	27672	6570	1480

Footprint	8,598
Stones	4

[illegible]

Unit Breakdown						
Floor	Unit	SF	Beds	Unit Types		
				Beds	#	Market COAH
1	A	1025	2	A	2	1025
	B	890	1	B	1	890
	E	864	1	C	2	1140
	E	864	1	D	3	1480
	A	1025	2	E	1	864
2	C	1140	2			
	D	1480	3			
	A	1025	2			
	B	890	1			
	E	864	1			
3	E	864	1			
	A	1025	2			
	C	1140	2			
	D	1480	3			
	A	1025	2			
4	B	890	1			
	E	864	1			
	E	864	1			
	A	1025	2			
	C	1140	2			
	D	1480	3			
	A	1025	2			
	B	890	1			
	E	864	1			
	A	1025	2			
				Beds		
				1	12	
				2	12	
				3	3	

Amortization Schedule				
Pmt #	Pmt	Principal	Interest	Principal Balance
Year 1				
1	\$33,761.50	\$5,845.08	\$77,916.42	\$5,710,827.99
2	\$33,761.50	\$5,873.62	\$77,887.88	\$5,704,954.37
3	\$33,761.50	\$5,902.30	\$77,859.19	\$5,699,052.06
4	\$33,761.50	\$5,931.12	\$77,830.37	\$5,693,120.94
5	\$33,761.50	\$5,960.09	\$77,801.41	\$5,687,160.85
6	\$33,761.50	\$5,989.19	\$77,772.30	\$5,681,171.66
7	\$33,761.50	\$6,018.44	\$77,743.05	\$5,675,153.22
8	\$33,761.50	\$6,047.83	\$77,713.66	\$5,669,105.39
9	\$33,761.50	\$6,077.36	\$77,684.13	\$5,663,028.02
10	\$33,761.50	\$6,107.04	\$77,654.45	\$5,656,920.98
11	\$33,761.50	\$6,136.86	\$77,624.63	\$5,650,784.12
12	\$33,761.50	\$6,166.83	\$77,594.66	\$5,644,617.28
Year 2				
13	\$33,761.50	\$6,196.95	\$77,564.55	\$5,638,420.34
14	\$33,761.50	\$6,227.21	\$77,534.29	\$5,632,193.12
15	\$33,761.50	\$6,257.62	\$77,503.88	\$5,625,935.51
16	\$33,761.50	\$6,288.18	\$77,473.32	\$5,619,647.33
17	\$33,761.50	\$6,318.89	\$77,442.61	\$5,613,328.45
18	\$33,761.50	\$6,349.74	\$77,411.75	\$5,606,978.70
19	\$33,761.50	\$6,380.75	\$77,380.75	\$5,600,597.95
20	\$33,761.50	\$6,411.91	\$77,349.59	\$5,594,186.05
21	\$33,761.50	\$6,443.22	\$77,318.28	\$5,587,742.83
22	\$33,761.50	\$6,474.68	\$77,286.81	\$5,581,268.14
23	\$33,761.50	\$6,506.30	\$77,255.19	\$5,574,761.84
24	\$33,761.50	\$6,538.08	\$77,223.42	\$5,568,223.76
Year 3				
25	\$33,761.50	\$6,570.00	\$77,191.49	\$5,561,653.76
26	\$33,761.50	\$6,602.09	\$77,159.41	\$5,555,051.67
27	\$33,761.50	\$6,634.39	\$77,127.17	\$5,548,417.35
28	\$33,761.50	\$6,666.72	\$77,094.77	\$5,541,750.62
29	\$33,761.50	\$6,699.28	\$77,062.22	\$5,535,051.34
30	\$33,761.50	\$6,731.99	\$77,029.50	\$5,528,319.35
31	\$33,761.50	\$6,764.87	\$76,996.63	\$5,521,554.48
32	\$33,761.50	\$6,797.90	\$76,963.59	\$5,514,756.57
33	\$33,761.50	\$6,831.10	\$76,930.39	\$5,507,925.47
34	\$33,761.50	\$6,864.46	\$76,897.04	\$5,501,061.01
35	\$33,761.50	\$6,897.98	\$76,863.51	\$5,494,163.03
36	\$33,761.50	\$6,931.67	\$76,829.83	\$5,487,231.37
Year 4				
37	\$33,761.50	\$6,965.52	\$76,795.98	\$5,480,265.85
38	\$33,761.50	\$6,999.53	\$76,761.96	\$5,473,266.32
39	\$33,761.50	\$7,033.71	\$76,727.78	\$5,466,232.61
40	\$33,761.50	\$7,068.06	\$76,693.44	\$5,459,164.55
41	\$33,761.50	\$7,102.58	\$76,658.92	\$5,452,062.97
42	\$33,761.50	\$7,137.26	\$76,624.24	\$5,444,924.71
43	\$33,761.50	\$7,171.11	\$76,589.38	\$5,437,752.60
44	\$33,761.50	\$7,205.14	\$76,554.36	\$5,430,545.46
45	\$33,761.50	\$7,239.33	\$76,519.16	\$5,423,303.13
46	\$33,761.50	\$7,273.70	\$76,483.80	\$5,416,025.43
47	\$33,761.50	\$7,308.24	\$76,448.26	\$5,408,712.20
48	\$33,761.50	\$7,342.95	\$76,412.54	\$5,401,363.25
Year 5				
49	\$33,761.50	\$7,380.44	\$76,376.66	\$5,393,978.41
50	\$33,761.50	\$7,420.90	\$76,340.59	\$5,386,557.51
51	\$33,761.50	\$7,457.14	\$76,304.36	\$5,379,100.37
52	\$33,761.50	\$7,493.55	\$76,267.94	\$5,371,606.81
53	\$33,761.50	\$7,530.15	\$76,231.35	\$5,364,076.66
54	\$33,761.50	\$7,566.92	\$76,194.57	\$5,356,509.74
55	\$33,761.50	\$7,603.87	\$76,157.62	\$5,348,905.87
56	\$33,761.50	\$7,641.01	\$76,120.49	\$5,341,264.86
57	\$33,761.50	\$7,678.31	\$76,083.18	\$5,333,586.54
58	\$33,761.50	\$7,715.81	\$76,045.68	\$5,325,870.73
59	\$33,761.50	\$7,753.49	\$76,008.00	\$5,318,117.24
60	\$33,761.50	\$7,791.35	\$75,970.14	\$5,310,325.88
Year 6				
61	\$33,761.50	\$7,829.40	\$75,932.09	\$5,302,496.48
62	\$33,761.50	\$7,867.64	\$75,893.86	\$5,294,628.84
63	\$33,761.50	\$7,906.06	\$75,855.44	\$5,286,722.78
64	\$33,761.50	\$7,944.67	\$75,816.83	\$5,278,778.11
65	\$33,761.50	\$7,983.46	\$75,778.03	\$5,270,794.65
66	\$33,761.50	\$8,022.45	\$75,739.05	\$5,262,772.20
67	\$33,761.50	\$8,061.62	\$75,699.87	\$5,254,710.58
68	\$33,761.50	\$8,100.99	\$75,660.50	\$5,246,608.59
69	\$33,761.50	\$8,140.55	\$75,620.94	\$5,238,469.03
70	\$33,761.50	\$8,180.31	\$75,581.19	\$5,230,288.73
71	\$33,761.50	\$8,220.25	\$75,541.24	\$5,222,068.48
72	\$33,761.50	\$8,260.39	\$75,501.10	\$5,213,808.08
Year 7				
73	\$33,761.50	\$8,300.73	\$75,460.76	\$5,205,507.33
74	\$33,761.50	\$8,341.27	\$75,420.23	\$5,197,166.08
75	\$33,761.50	\$8,382.00	\$75,379.49	\$5,188,784.08
76	\$33,761.50	\$8,422.93	\$75,338.56	\$5,180,361.15
77	\$33,761.50	\$8,464.07	\$75,297.43	\$5,171,897.08
78	\$33,761.50	\$8,505.40	\$75,256.10	\$5,163,391.68
79	\$33,761.50	\$8,546.93	\$75,214.56	\$5,154,844.75
80	\$33,761.50	\$8,588.67	\$75,172.83	\$5,146,256.08
81	\$33,761.50	\$8,630.61	\$75,130.88	\$5,137,625.47
82	\$33,761.50	\$8,672.76	\$75,088.74	\$5,128,952.71
83	\$33,761.50	\$8,715.11	\$75,046.39	\$5,120,237.60
84	\$33,761.50	\$8,757.67	\$75,003.83	\$5,111,479.93
Year 8				
85	\$33,761.50	\$8,800.44	\$74,961.06	\$5,102,679.50
86	\$33,761.50	\$8,843.41	\$74,918.08	\$5,093,836.09
87	\$33,761.50	\$8,886.60	\$74,874.90	\$5,084,949.49
88	\$33,761.50	\$8,929.99	\$74,831.50	\$5,076,019.50
89	\$33,761.50	\$8,973.60	\$74,787.90	\$5,067,046.90
90	\$33,761.50	\$9,017.42	\$74,744.07	\$5,058,028.48
91	\$33,761.50	\$9,061.46	\$74,700.04	\$5,048,967.02
92	\$33,761.50	\$9,105.71	\$74,655.79	\$5,039,861.32
93	\$33,761.50	\$9,150.17	\$74,611.32	\$5,030,711.14
94	\$33,761.50	\$9,194.86	\$74,566.64	\$5,021,516.29
95	\$33,761.50	\$9,239.76	\$74,521.74	\$5,012,276.53
96	\$33,761.50	\$9,284.88	\$74,476.62	\$5,003,091.65
Year 9				
97	\$33,761.50	\$9,330.22	\$74,431.28	\$4,993,861.43
98	\$33,761.50	\$9,375.76	\$74,385.71	\$4,984,586.65
99	\$33,761.50	\$9,421.57	\$74,339.93	\$4,975,264.08
100	\$33,761.50	\$9,467.58	\$74,293.92	\$4,965,896.51
101	\$33,761.50	\$9,513.81	\$74,247.69	\$4,956,482.70
102	\$33,761.50	\$9,560.27	\$74,201.13	\$4,946,922.43
103	\$33,761.50	\$9,606.95	\$74,154.34	\$4,937,315.47
104	\$33,761.50	\$9,653.87	\$74,107.63	\$4,927,661.61
105	\$33,761.50	\$9,701.01	\$74,060.48	\$4,917,960.59

Amortization (years)	30
Interest Rate	3.00%

Debt Schedule	
Year	0
Year	1
Year	2
Year	3
Year	4
Year	5
Year	6
Year	7
Year	8
Year	9
Year	10

106	\$33,761.50	\$9,748.38	\$24,013.11	\$4,907,612.21
107	\$33,761.50	\$9,725.99	\$23,965.51	\$4,897,616.22
108	\$33,761.50	\$9,843.83	\$33,917.67	\$4,887,872.19
Year 10				
109	\$33,761.50	\$9,891.90	\$23,869.60	\$4,878,080.50
110	\$33,761.50	\$9,940.10	\$23,821.29	\$4,868,140.29
111	\$33,761.50	\$9,988.74	\$23,772.75	\$4,858,151.55
112	\$33,761.50	\$10,037.52	\$23,723.97	\$4,848,114.03
113	\$33,761.50	\$10,086.54	\$23,674.96	\$4,838,027.49
114	\$33,761.50	\$10,135.79	\$23,625.70	\$4,827,891.70
115	\$33,761.50	\$10,185.29	\$23,576.20	\$4,817,706.40
116	\$33,761.50	\$10,235.03	\$23,526.47	\$4,807,473.57
117	\$33,761.50	\$10,285.01	\$23,476.49	\$4,797,188.35
118	\$33,761.50	\$10,335.24	\$23,426.25	\$4,786,851.13
119	\$33,761.50	\$10,385.71	\$23,375.79	\$4,776,465.42
120	\$33,761.50	\$10,436.42	\$23,325.07	\$4,766,029.00
Year 11				
121	\$33,761.50	\$10,487.39	\$23,274.11	\$4,755,541.61
122	\$33,761.50	\$10,538.60	\$23,222.89	\$4,745,003.01
123	\$33,761.50	\$10,590.06	\$23,171.43	\$4,734,412.95
124	\$33,761.50	\$10,641.78	\$23,119.72	\$4,723,772.17
125	\$33,761.50	\$10,693.75	\$23,067.75	\$4,713,077.42
126	\$33,761.50	\$10,745.97	\$23,015.53	\$4,702,331.46
127	\$33,761.50	\$10,798.44	\$22,963.05	\$4,691,533.01
128	\$33,761.50	\$10,851.18	\$22,910.32	\$4,680,681.84
129	\$33,761.50	\$10,904.17	\$22,857.43	\$4,669,777.67
130	\$33,761.50	\$10,957.41	\$22,804.08	\$4,658,820.26
131	\$33,761.50	\$11,010.92	\$22,750.57	\$4,647,809.33
132	\$33,761.50	\$11,064.69	\$22,696.80	\$4,636,744.64
Year 12				
133	\$33,761.50	\$11,118.73	\$22,642.77	\$4,625,625.91
134	\$33,761.50	\$11,173.02	\$22,588.47	\$4,614,452.89
135	\$33,761.50	\$11,227.58	\$22,533.91	\$4,603,225.51
136	\$33,761.50	\$11,282.41	\$22,479.08	\$4,591,942.90
137	\$33,761.50	\$11,337.51	\$22,423.99	\$4,580,605.39
138	\$33,761.50	\$11,392.87	\$22,368.62	\$4,569,212.52
139	\$33,761.50	\$11,448.51	\$22,312.99	\$4,557,764.01
140	\$33,761.50	\$11,504.41	\$22,257.08	\$4,546,259.59
141	\$33,761.50	\$11,560.59	\$22,200.90	\$4,534,699.00
142	\$33,761.50	\$11,617.05	\$22,144.45	\$4,523,081.95
143	\$33,761.50	\$11,673.78	\$22,087.72	\$4,511,408.17
144	\$33,761.50	\$11,730.79	\$22,030.71	\$4,499,677.39
Year 13				
145	\$33,761.50	\$11,788.07	\$21,973.42	\$4,487,889.31
146	\$33,761.50	\$11,845.64	\$21,915.86	\$4,476,043.68
147	\$33,761.50	\$11,903.48	\$21,858.01	\$4,464,140.20
148	\$33,761.50	\$11,961.61	\$21,799.88	\$4,452,178.59
149	\$33,761.50	\$12,020.02	\$21,741.47	\$4,440,158.56
150	\$33,761.50	\$12,078.72	\$21,682.77	\$4,428,079.84
151	\$33,761.50	\$12,137.71	\$21,623.79	\$4,415,942.14
152	\$33,761.50	\$12,196.98	\$21,564.51	\$4,403,745.16
153	\$33,761.50	\$12,256.54	\$21,504.95	\$4,391,488.62
154	\$33,761.50	\$12,316.39	\$21,445.10	\$4,379,172.22
155	\$33,761.50	\$12,376.54	\$21,384.95	\$4,366,795.69
156	\$33,761.50	\$12,436.98	\$21,324.52	\$4,354,358.71
Year 14				
157	\$33,761.50	\$12,497.71	\$21,263.79	\$4,341,861.00
158	\$33,761.50	\$12,558.74	\$21,202.75	\$4,329,307.26
159	\$33,761.50	\$12,620.07	\$21,141.43	\$4,316,681.19
160	\$33,761.50	\$12,681.70	\$21,079.80	\$4,304,000.49
161	\$33,761.50	\$12,743.63	\$21,017.87	\$4,291,256.87
162	\$33,761.50	\$12,805.86	\$20,955.64	\$4,278,451.01
163	\$33,761.50	\$12,868.39	\$20,893.10	\$4,265,583.61
164	\$33,761.50	\$12,931.23	\$20,830.26	\$4,252,651.38
165	\$33,761.50	\$12,994.38	\$20,767.11	\$4,239,657.00
166	\$33,761.50	\$13,057.84	\$20,703.66	\$4,226,598.16
167	\$33,761.50	\$13,121.60	\$20,639.89	\$4,213,477.56
168	\$33,761.50	\$13,185.68	\$20,575.82	\$4,200,291.88
Year 15				
169	\$33,761.50	\$13,250.07	\$20,511.43	\$4,187,041.81
170	\$33,761.50	\$13,314.77	\$20,446.72	\$4,173,727.03
171	\$33,761.50	\$13,379.88	\$20,381.70	\$4,160,347.74
172	\$33,761.50	\$13,445.11	\$20,316.36	\$4,146,902.11
173	\$33,761.50	\$13,510.79	\$20,250.71	\$4,133,391.32
174	\$33,761.50	\$13,576.77	\$20,184.73	\$4,119,814.55
175	\$33,761.50	\$13,643.07	\$20,118.43	\$4,106,171.48
176	\$33,761.50	\$13,709.69	\$20,051.80	\$4,092,461.79
177	\$33,761.50	\$13,776.64	\$19,984.86	\$4,078,685.15
178	\$33,761.50	\$13,843.91	\$19,917.58	\$4,064,841.23
179	\$33,761.50	\$13,911.52	\$19,849.97	\$4,050,929.71
180	\$33,761.50	\$13,979.46	\$19,782.04	\$4,036,950.26
Year 16				
181	\$33,761.50	\$14,047.72	\$19,713.77	\$4,022,902.53
182	\$33,761.50	\$14,116.32	\$19,645.17	\$4,008,785.11
183	\$33,761.50	\$14,185.26	\$19,576.24	\$3,994,600.96
184	\$33,761.50	\$14,254.53	\$19,506.97	\$3,980,346.43
185	\$33,761.50	\$14,324.14	\$19,437.36	\$3,966,022.29
186	\$33,761.50	\$14,394.09	\$19,367.41	\$3,951,638.20
187	\$33,761.50	\$14,464.38	\$19,297.12	\$3,937,183.83
188	\$33,761.50	\$14,535.01	\$19,226.48	\$3,922,658.81
189	\$33,761.50	\$14,605.99	\$19,155.50	\$3,908,072.82
190	\$33,761.50	\$14,677.32	\$19,084.18	\$3,893,345.51
191	\$33,761.50	\$14,748.99	\$19,012.50	\$3,878,596.51
192	\$33,761.50	\$14,821.02	\$18,940.48	\$3,863,775.50
Year 17				
193	\$33,761.50	\$14,893.39	\$18,868.10	\$3,848,882.11
194	\$33,761.50	\$14,966.12	\$18,795.37	\$3,833,915.99
195	\$33,761.50	\$15,039.21	\$18,722.29	\$3,818,876.78
196	\$33,761.50	\$15,112.65	\$18,648.85	\$3,803,764.13
197	\$33,761.50	\$15,186.45	\$18,575.05	\$3,788,577.49
198	\$33,761.50	\$15,260.61	\$18,500.89	\$3,773,317.08
199	\$33,761.50	\$15,335.13	\$18,426.37	\$3,757,981.95
200	\$33,761.50	\$15,410.02	\$18,351.48	\$3,742,571.93
201	\$33,761.50	\$15,485.27	\$18,276.23	\$3,727,086.66
202	\$33,761.50	\$15,560.89	\$18,200.61	\$3,711,525.77
203	\$33,761.50	\$15,636.88	\$18,124.62	\$3,695,888.89
204	\$33,761.50	\$15,713.24	\$18,048.16	\$3,680,175.66
Year 18				
205	\$33,761.50	\$15,789.97	\$17,971.57	\$3,664,385.68
206	\$33,761.50	\$15,867.08	\$17,894.42	\$3,648,518.61
207	\$33,761.50	\$15,944.56	\$17,816.93	\$3,632,574.04
208	\$33,761.50	\$16,022.43	\$17,739.07	\$3,616,551.62
209	\$33,761.50	\$16,100.67	\$17,660.83	\$3,600,450.95
210	\$33,761.50	\$16,179.29	\$17,582.20	\$3,584,271.66
211	\$33,761.50	\$16,258.30	\$17,503.19	\$3,568,018.35
212	\$33,761.50	\$16,337.70	\$17,423.80	\$3,551,675.66
213	\$33,761.50	\$16,417.48	\$17,344.02	\$3,535,258.18

214	\$33,761.50	\$16,497.65	\$17,263.84	\$3,518,760.53
215	\$33,761.50	\$16,578.21	\$17,183.28	\$3,502,182.31
216	\$33,761.50	<u>\$16,658.17</u>	<u>\$17,102.32</u>	\$3,485,523.14
Year 19				
217	\$33,761.50	\$16,740.52	\$17,020.97	\$3,468,782.61
218	\$33,761.50	\$16,821.27	\$16,939.22	\$3,451,960.34
219	\$33,761.50	\$16,904.42	\$16,857.07	\$3,435,055.92
220	\$33,761.50	\$16,986.97	\$16,774.52	\$3,418,068.95
221	\$33,761.50	\$17,069.93	\$16,691.57	\$3,400,999.02
222	\$33,761.50	\$17,153.28	\$16,608.21	\$3,383,845.74
223	\$33,761.50	\$17,237.05	\$16,524.45	\$3,366,608.69
224	\$33,761.50	\$17,321.22	\$16,440.27	\$3,349,287.46
225	\$33,761.50	\$17,405.81	\$16,355.69	\$3,331,881.66
226	\$33,761.50	\$17,490.81	\$16,270.69	\$3,314,390.85
227	\$33,761.50	\$17,576.22	\$16,185.28	\$3,296,814.63
228	\$33,761.50	<u>\$17,662.05</u>	<u>\$16,099.44</u>	\$3,279,152.58
Year 20				
229	\$33,761.50	\$17,748.30	\$16,015.20	\$3,261,404.28
230	\$33,761.50	\$17,834.97	\$15,931.52	\$3,243,569.31
231	\$33,761.50	\$17,922.07	\$15,849.43	\$3,225,647.24
232	\$33,761.50	\$18,009.58	\$15,751.91	\$3,207,637.66
233	\$33,761.50	\$18,097.53	\$15,663.96	\$3,189,540.13
234	\$33,761.50	\$18,185.91	\$15,575.59	\$3,171,354.22
235	\$33,761.50	\$18,274.72	\$15,486.78	\$3,153,079.50
236	\$33,761.50	\$18,363.95	\$15,397.54	\$3,134,715.54
237	\$33,761.50	\$18,453.62	\$15,307.86	\$3,116,261.91
238	\$33,761.50	\$18,543.75	\$15,217.75	\$3,097,718.16
239	\$33,761.50	\$18,634.31	\$15,127.19	\$3,079,083.85
240	\$33,761.50	<u>\$18,725.30</u>	<u>\$15,036.19</u>	\$3,060,358.55
Year 21				
241	\$33,761.50	\$18,816.74	\$14,944.75	\$3,041,541.81
242	\$33,761.50	\$18,908.63	\$14,852.86	\$3,022,633.17
243	\$33,761.50	\$19,000.97	\$14,760.53	\$3,003,632.20
244	\$33,761.50	\$19,093.76	\$14,667.74	\$2,984,538.45
245	\$33,761.50	\$19,187.00	\$14,574.50	\$2,965,351.45
246	\$33,761.50	\$19,280.70	\$14,480.80	\$2,946,070.75
247	\$33,761.50	\$19,374.85	\$14,386.63	\$2,926,695.90
248	\$33,761.50	\$19,469.46	\$14,292.03	\$2,907,226.44
249	\$33,761.50	\$19,564.54	\$14,196.96	\$2,887,661.90
250	\$33,761.50	\$19,660.08	\$14,101.42	\$2,868,001.82
251	\$33,761.50	\$19,756.09	\$14,005.41	\$2,848,245.73
252	\$33,761.50	<u>\$19,852.56</u>	<u>\$13,908.93</u>	\$2,828,393.17
Year 22				
253	\$33,761.50	\$19,949.51	\$13,811.99	\$2,808,443.66
254	\$33,761.50	\$20,046.93	\$13,714.57	\$2,788,396.73
255	\$33,761.50	\$20,144.82	\$13,616.67	\$2,768,251.91
256	\$33,761.50	\$20,243.20	\$13,518.30	\$2,748,008.71
257	\$33,761.50	\$20,341.05	\$13,419.44	\$2,727,666.65
258	\$33,761.50	\$20,441.39	\$13,320.11	\$2,707,225.26
259	\$33,761.50	\$20,541.21	\$13,220.28	\$2,686,684.05
260	\$33,761.50	\$20,641.52	\$13,119.97	\$2,666,042.53
261	\$33,761.50	\$20,742.31	\$13,019.17	\$2,645,300.21
262	\$33,761.50	\$20,843.61	\$12,917.88	\$2,624,456.60
263	\$33,761.50	\$20,945.40	\$12,816.10	\$2,603,513.20
264	\$33,761.50	<u>\$21,047.68</u>	<u>\$12,713.81</u>	\$2,582,463.51
Year 23				
265	\$33,761.50	\$21,150.47	\$12,611.03	\$2,561,313.05
266	\$33,761.50	\$21,253.73	\$12,507.75	\$2,540,059.30
267	\$33,761.50	\$21,357.54	\$12,403.96	\$2,518,701.76
268	\$33,761.50	\$21,461.84	\$12,299.66	\$2,497,239.82
269	\$33,761.50	\$21,566.64	\$12,194.85	\$2,475,673.28
270	\$33,761.50	\$21,671.96	\$12,089.54	\$2,454,001.33
271	\$33,761.50	\$21,777.79	\$11,983.71	\$2,432,223.54
272	\$33,761.50	\$21,884.14	\$11,877.36	\$2,410,339.40
273	\$33,761.50	\$21,991.00	\$11,770.49	\$2,388,348.40
274	\$33,761.50	\$22,098.39	\$11,663.10	\$2,366,250.00
275	\$33,761.50	\$22,206.31	\$11,555.19	\$2,344,043.69
276	\$33,761.50	<u>\$22,314.75</u>	<u>\$11,446.75</u>	\$2,321,728.94
Year 24				
277	\$33,761.50	\$22,423.72	\$11,337.78	\$2,299,305.23
278	\$33,761.50	\$22,533.22	\$11,228.27	\$2,276,772.00
279	\$33,761.50	\$22,643.26	\$11,118.24	\$2,254,128.74
280	\$33,761.50	\$22,753.83	\$11,007.66	\$2,231,374.91
281	\$33,761.50	\$22,864.95	\$10,896.35	\$2,208,509.96
282	\$33,761.50	\$22,976.61	\$10,784.49	\$2,185,533.36
283	\$33,761.50	\$23,088.81	\$10,672.69	\$2,162,444.55
284	\$33,761.50	\$23,201.56	\$10,559.94	\$2,139,242.99
285	\$33,761.50	\$23,314.86	\$10,446.64	\$2,115,928.13
286	\$33,761.50	\$23,428.71	\$10,332.78	\$2,092,499.42
287	\$33,761.50	\$23,543.12	\$10,218.37	\$2,068,956.30
288	\$33,761.50	<u>\$23,658.09</u>	<u>\$10,103.40</u>	\$2,045,288.20
Year 25				
289	\$33,761.50	\$23,773.62	\$9,987.87	\$2,021,524.58
290	\$33,761.50	\$23,889.72	\$9,871.78	\$1,997,634.86
291	\$33,761.50	\$24,006.38	\$9,755.12	\$1,973,618.49
292	\$33,761.50	\$24,123.61	\$9,637.89	\$1,949,504.88
293	\$33,761.50	\$24,241.41	\$9,520.08	\$1,925,213.46
294	\$33,761.50	\$24,359.79	\$9,401.70	\$1,900,903.67
295	\$33,761.50	\$24,478.75	\$9,282.75	\$1,876,424.92
296	\$33,761.50	\$24,598.29	\$9,163.21	\$1,851,826.63
297	\$33,761.50	\$24,718.41	\$9,043.09	\$1,827,108.23
298	\$33,761.50	\$24,839.12	\$8,922.38	\$1,802,269.11
299	\$33,761.50	\$24,960.41	\$8,801.08	\$1,777,308.69
300	\$33,761.50	<u>\$25,082.30</u>	<u>\$8,679.19</u>	\$1,752,226.39
Year 26				
301	\$33,761.50	\$25,204.79	\$8,556.71	\$1,727,021.60
302	\$33,761.50	\$25,327.87	\$8,433.62	\$1,701,693.73
303	\$33,761.50	\$25,451.56	\$8,309.94	\$1,676,242.17
304	\$33,761.50	\$25,575.85	\$8,185.45	\$1,650,666.32
305	\$33,761.50	\$25,700.74	\$8,060.75	\$1,624,965.58
306	\$33,761.50	\$25,826.25	\$7,935.25	\$1,599,139.43
307	\$33,761.50	\$25,952.37	\$7,809.13	\$1,573,186.97
308	\$33,761.50	\$26,079.10	\$7,682.40	\$1,547,107.87
309	\$33,761.50	\$26,206.45	\$7,555.04	\$1,520,901.42
310	\$33,761.50	\$26,334.43	\$7,427.07	\$1,494,566.99
311	\$33,761.50	\$26,463.03	\$7,298.47	\$1,468,103.86
312	\$33,761.50	<u>\$26,592.25</u>	<u>\$7,169.24</u>	\$1,441,513.71
Year 27				
313	\$33,761.50	\$26,722.11	\$7,039.38	\$1,414,789.60
314	\$33,761.50	\$26,852.61	\$6,909.89	\$1,387,936.99
315	\$33,761.50	\$26,983.74	\$6,777.76	\$1,360,953.25
316	\$33,761.50	\$27,115.51	\$6,645.99	\$1,333,837.75
317	\$33,761.50	\$27,247.92	\$6,513.57	\$1,306,589.82
318	\$33,761.50	\$27,380.98	\$6,380.51	\$1,279,208.84
319	\$33,761.50	\$27,514.69	\$6,246.80	\$1,251,694.15
320	\$33,761.50	\$27,649.06	\$6,112.44	\$1,224,045.09
321	\$33,761.50	\$27,784.08	\$5,977.42	\$1,196,261.82

322	\$33,761.50	\$27,919.75	\$5,841.74	\$1,168,341.27
323	\$33,761.50	\$28,056.10	\$5,705.40	\$1,140,285.17
324	\$33,761.50	<u>\$28,193.10</u>	<u>\$5,568.39</u>	<u>\$1,112,092.07</u>
<u>Year 28</u>				
325	\$33,761.50	\$28,330.78	\$5,430.72	\$1,083,761.29
326	\$33,761.50	\$28,469.13	\$5,292.37	\$1,053,292.16
327	\$33,761.50	\$28,608.15	\$5,153.34	\$1,023,684.01
328	\$33,761.50	\$28,747.86	\$5,013.64	\$993,936.15
329	\$33,761.50	\$28,888.24	\$4,873.25	\$964,047.51
330	\$33,761.50	\$29,029.31	\$4,732.18	\$934,018.60
331	\$33,761.50	\$29,171.07	\$4,590.42	\$903,847.53
332	\$33,761.50	\$29,313.52	\$4,447.97	\$873,534.01
333	\$33,761.50	\$29,456.67	\$4,304.82	\$843,077.33
334	\$33,761.50	\$29,600.52	\$4,160.98	\$812,476.82
335	\$33,761.50	\$29,745.07	\$4,016.43	\$781,731.75
336	\$33,761.50	<u>\$29,890.32</u>	<u>\$3,871.17</u>	<u>\$751,841.43</u>
<u>Year 29</u>				
337	\$33,761.50	\$30,036.29	\$3,725.21	\$721,805.14
338	\$33,761.50	\$30,182.95	\$3,578.53	\$691,632.18
339	\$33,761.50	\$30,330.16	\$3,431.14	\$661,291.82
340	\$33,761.50	\$30,478.47	\$3,283.03	\$631,813.35
341	\$33,761.50	\$30,627.31	\$3,134.19	\$601,186.04
342	\$33,761.50	\$30,776.87	\$2,984.63	\$570,409.17
343	\$33,761.50	\$30,927.16	\$2,834.33	\$540,482.01
344	\$33,761.50	\$31,078.19	\$2,683.30	\$510,403.82
345	\$33,761.50	\$31,229.96	\$2,531.54	\$480,173.86
346	\$33,761.50	\$31,382.46	\$2,379.03	\$450,791.40
347	\$33,761.50	\$31,535.71	\$2,225.78	\$421,255.68
348	\$33,761.50	<u>\$31,689.71</u>	<u>\$2,071.78</u>	<u>\$391,565.97</u>
<u>Year 30</u>				
349	\$33,761.50	\$31,844.47	\$1,917.01	\$361,721.50
350	\$33,761.50	\$31,999.97	\$1,761.52	\$331,721.53
351	\$33,761.50	\$32,156.24	\$1,605.26	\$301,565.28
352	\$33,761.50	\$32,313.27	\$1,448.23	\$271,252.02
353	\$33,761.50	\$32,471.06	\$1,290.43	\$241,780.96
354	\$33,761.50	\$32,629.63	\$1,131.86	\$211,151.33
355	\$33,761.50	\$32,788.97	\$972.52	\$180,367.35
356	\$33,761.50	\$32,949.08	\$812.40	\$150,413.26
357	\$33,761.50	\$33,109.99	\$651.50	\$120,309.27
358	\$33,761.50	\$33,271.68	\$489.81	\$90,031.59
359	\$33,761.50	\$33,434.16	\$327.34	\$59,597.43
360	\$33,761.50	\$33,597.43	\$164.07	\$29.00

Financing Summary – Omega Project

The Omega Project carries a total development budget of **\$9,959,839.77**, supported through a blend of sponsor equity and anticipated conventional bank financing. While the lending partner has not yet been finalized, the development team expects to pursue the same relationship currently utilized for the Theta project.

I. Sources of Funds

- a. **Sponsor Equity – \$4,243,167 (43%).** This equity contribution is significantly higher than typical for our projects. Normally, sponsor equity would represent a smaller share of the capital stack, but two key constraints drive the increased requirement:
 1. **Affordable Housing Restriction:** The property carries an affordable housing restriction that caps potential revenue and limits lender appetite for higher leverage.
 2. **Project Scale:** The relatively small size of the project limits economies of scale, further reducing leverage opportunities.
- ii. As a result, no lender is willing to provide higher debt coverage. To ensure the project is adequately capitalized, the sponsor has committed substantially more equity than would usually be required. This contribution will fund all soft costs, land acquisition, financing costs not covered by debt, and a portion of hard costs.
- b. **Anticipated Bank Loan – \$5,716,673 (57%).** Conventional bank financing is expected to fund the majority of hard costs and a portion of financing expenses. The loan, projected at approximately 65% Loan-to-Value (LTV), is anticipated to be provided by the same institution financing the Theta project, subject to underwriting and final approval.
- c. This structure creates a stable capital base, balancing conservative leverage with direct sponsor investment to ensure execution despite market and regulatory constraints.

II. Uses of Funds

- a. The budget is distributed across four principal categories:
 - i. **Land Value – \$810,000 (8%)**
 - ii. **Hard Costs – \$7,447,368 (75%)**
 - iii. **Soft Costs – \$1,020,772 (10%)**
 - iv. **Financing Costs – \$681,701 (7%)**
- b. Soft costs are entirely funded by sponsor equity and cover acquisitions, approvals, diligence, design, legal, finance, administration, permitting, utilities, and marketing operations. Hard costs, which make up the bulk of the budget, are primarily financed by the anticipated bank loan, supplemented by sponsor equity. Financing costs are split, with debt covering the interest reserve and equity funding the balance of bank fees, appraisal, environmental review, and title costs.

III. Operating Performance

- a. The project demonstrates sustainable operating metrics:
 - i. **Effective Gross Income:** \$751,135
 - ii. **Operating Expenses:** \$244,713
 - iii. **Net Operating Income (NOI):** \$506,422
 - iv. **Capitalized Value:** \$8,807,347

IV. Debt Metrics:

- a. **Loan-to-Value (LTV): 65%**
- b. **Annual Debt Service: \$405,138**
- c. **Debt Service Coverage Ratio (DSCR): 1.25x**

V. Summary

- a. The Omega Project is structured with **\$4.24M in sponsor equity** and an anticipated **5.72M bank loan**, producing a conservative **65% LTV**. While the equity contribution is higher than typical, it is necessitated by affordable housing restrictions and the project's modest scale, which together preclude higher leverage. Equity ensures full coverage of soft costs and a meaningful share of hard and financing costs, while debt financing is focused on core construction expenditures and a portion of interest during development.
- b. This financing approach reflects a deliberate balance: conservative debt sizing that provides lender security, coupled with deep sponsor commitment that ensures the project is fully capitalized and positioned for success despite structural constraints.

PRIVATE FINANCING COMMITMENTS

Attach certified copies of any and all letters from public or private sources of capital indicating a commitment to make funds available for the project.

NOT APPLICABLE

EXPLANATION OF NEED FOR TAX ABATEMENT

Attach an explanation of why the applicant believes that a long term tax abatement is necessary to make this project economically feasible. Include specific figures where possible to explain any financing gaps.

Lauran M. O'Neill
Red Hand, LLC
241 Hudson Street
Hackensack, NJ 07601

Re: Request for Long-Term Tax Abatement to Ensure 19–21 Omega Drive Project Viability and Promote Economic Growth in Vernon

Dear Mayor Rossi, Members of the Vernon Township Council, Town Counsel, and Consultants:

I am Lauran O'Neill, a member of the development entity pursuing the Omega Multifamily Project at 19–21 Omega Drive. I have overseen the project through the planning and entitlement process, working closely with our professional team and the Township. I am writing to request consideration of a long-term tax abatement (PILOT) for this 27-unit residential development. This request is driven by several factors, including ongoing market uncertainty, disproportionate infrastructure and connection costs, and the inherent inefficiencies associated with smaller-scale multifamily development. Together, these conditions have created an environment where the project cannot be feasibly financed without a structured financial mechanism such as a PILOT.

Many economic factors contribute to the challenges facing this project. The small scale of the development relative to the infrastructure required to meet current code and site demands has created a significant economies of scale issue. Sewer connection fees alone account for approximately 2% of total project costs, which, given the project's modest size, represents a disproportionately high expense.

To make the numbers work, we have modeled top-of-market rents, which increases both the risk profile of the project and the likelihood of a longer-than-typical stabilization period. Even with those assumptions — and despite the inclusion of a PILOT agreement and shared management and maintenance staffing with our adjacent property — operating expenses are projected at 33% of operating income.

The project also includes six COAH-restricted affordable units, which, while critically important to the community, significantly reduce the property's overall capitalized value — from approximately \$10.5 million to \$8.8 million. Each of these factors on its own would challenge the project's feasibility, but in combination, they make the project unworkable without municipal support.

The total project cost is \$9,958,839, while the stabilized as-built value is \$8,807,247, resulting in an economic gap of approximately \$1.1 million, even with the application of a PILOT. The per-unit development cost is roughly \$368,883, while the market value per unit upon completion is only \$326,198. Without a PILOT or comparable financial mechanism, this deficiency would widen further—clearly demonstrating that the project cannot generate adequate value to justify the development risk absent meaningful financial support such as an abatement, subsidy, or grant.

The uncertainty in this region as well as the current lending environment, coupled with rising construction costs and the inclusion of affordable housing, has created a very narrow path to feasibility. The proposed PILOT will not eliminate all risk, but it will mitigate enough uncertainty to allow the project to move forward responsibly and sustainably.

PROJECT SCHEDULE

Provide a detailed schedule of the key milestone dates in the approval, construction and leasing of the project.

1. Red Hand, LLC (the “Developer”) will obtain all governmental approvals required for commencement of construction on or before ninety (90) days after the execution of the financing agreement;
2. The Developer will commence construction within sixty (60) days after the receipt of all governmental approvals required for the commencement of construction, but in any event not later than April 15, 2026;
3. The Developer will diligently proceed with construction in a workman-like manner to completion for a projected eighteen (18) months from the commencement of construction. The Developer will apply for a certificate of occupancy on or before twenty-four (24) months after the commencement of construction, but in any event not later than April 15, 2028.

SUMMARY OF PROJECT BENEFITS

Attach a summary of all the public benefits associated with this project, including, at a minimum, the number and type of construction jobs anticipated, the number and type of permanent jobs to be created and the amount of municipal revenue to be generated by the project through the payment of taxes, payments in lieu of taxes, water and sewer fees and any other municipal payments.

Omega Multifamily Project Benefits

The following information is derived from the third-party reports prepared by the Housing Policy Department of the National Association of Home Builders (NAHB) as of March 2024, originally applied to the Vernon Age-Restricted Multifamily project at 7 Theta Drive. Using those NAHB models, which account for direct, indirect, and induced impacts, we have adapted the findings to reflect the Omega Multifamily project, a proposed 27-unit mixed-income development (21 market-rate units and 6 affordable COAH units) with no age restrictions.

These figures demonstrate the significant role residential construction plays in supporting local economic development and fiscal stability.

Construction Phase Benefits

During construction, Omega Multifamily is expected to generate:

- **\$3.0 million in local income**
- **\$630,000 in taxes and other revenue** for local governments
- **~29 local jobs supported**

This includes direct contributions to local business owners' income (~\$920,000), local wages and salaries (~\$2.1 million), and local taxes (~\$525,000). These benefits accrue not only to workers and contractors but also to local suppliers and service providers.

Ongoing Annual Benefits (post-occupancy)

Once occupied, the 27-unit community is expected to provide ongoing economic benefits:

- **\$1.25 million in local income annually**
- **\$235,000 in taxes and other revenue annually** for local governments
- **~14 local jobs supported**

These recurring benefits come from residents' participation in the local economy, including spending on goods and services, as well as their ongoing tax contributions. Importantly, the inclusion of affordable COAH units ensures a broader socioeconomic mix while still supporting steady economic activity.

Summary

The Omega Multifamily project will:

Deliver **significant one-time construction phase benefits** in income, jobs, and tax revenue.

- Provide **steady, recurring fiscal surpluses** to the municipality once occupied.

- **Expand housing opportunities** by offering both market-rate and affordable units, supporting community diversity and local workforce needs.
- Contribute to long-term **local economic growth and sustainability**, with clear benefits for residents, businesses, and local government alike.

FORM OF FINANCIAL AGREEMENT

The appropriate form of Financial Agreement should be attached to this application.

EXHIBIT C
FISCAL PLAN

Executive Summary			
Project Summary			
Project Name:	Omega	Residential Units:	27
Street Address:	19-21 Omega Dr.	Average Rent :	\$2,343.36
	Vernon, NJ	Average Unit (SF):	1,025
Acreage:	0.75	Monthly Total:	\$63,270.70
Block/Lot		Annual Total:	\$759,248.40
Gross Buildable SF:	35,722	Parking Spaces:	41
Avg Hard Cost PSF:	\$208.48		
Sources and Uses Summary			
Sources of Capital			
		per unit	%
Sponsor Equity	\$4,243,166.71	\$157,154.32	43%
Bank Loan	\$5,716,673.06	\$211,728.63	57%
Total Sources	\$9,959,839.77	\$368,882.95	100%
Uses of Capital			
		per unit	%
Land	\$810,000.00	\$30,000.00	8%
Hard Costs	\$7,447,367.50	\$275,828.43	75%
Soft Costs	\$1,020,771.54	\$37,806.35	10%
Financing Costs	\$681,700.73	\$25,248.18	7%
Total Use	\$9,959,839.77	\$368,882.95	100%
Cashflow Summary		Debt Summary	
Effective Gross Income	\$751,134.98	Loan Amount	\$5,716,673.06
NOI	\$506,422.43	LTV	65%
Operating Expenses	\$244,712.55	Annual Debt Service	\$405,137.95
Capitalized Value	\$8,807,346.65	DSCR	1.25

Sources and Uses

Sources of Capital

	Total Project	Per Unit	% of Total
Developer Equity	\$ 4,243,167	\$ 157,154.32	43%
Bank Loan	\$ 5,716,673	\$ 211,728.63	57%
Total Sources	\$ 9,959,840	\$ 368,882.95	100%

75% LTC	\$ 6,971,887.84
20% LTV	\$ 6,165,142.66

Uses of Capital

Land and Improvements	Total Project	Per Unit	% of Total
Land	\$ 810,000	\$ 30,000.00	8.1%
Existing Improvements	\$ -	\$ -	0%
Subtotal Land and Improvements	\$ 810,000	\$ 30,000.00	8.1%

Approved Units:	27
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Hard Costs	Total Project	Per Unit	% of Total
Sitework	\$ 1,000,000.00	\$ 37,037.04	10.0%
Residential Construction	\$ 5,992,350.00	\$ 221,938.89	60.2%
Amenity Construction	\$ 148,000.00	\$ 5,481.48	1.5%
Hard Cost Contingency	\$ 307,017.50	\$ 11,371.02	3.1%
Subtotal Hard Costs	\$ 7,447,367.50	\$ 275,828.43	74.8%

Residential PSF:	\$175.00
Amenity:	\$100.00
% Contingency:	5.0%

Total Residential	34,242
Total Amenities	1,480

Soft Costs	Total Project	Per Unit	% of Total
Civil Engineer	\$ 47,000	\$ 1,740.74	0.47%
MEP	\$ 75,000	\$ 2,777.78	0.75%
Structural	\$ 47,000	\$ 1,740.74	0.47%
Architecture	\$ 100,000	\$ 3,703.70	1.00%
Approvals	\$ 50,000	\$ 1,851.85	0.50%
Survey	\$ 15,000	\$ 555.56	0.15%
Title Insurance	\$ 40,900	\$ 1,514.81	0.41%
Inspection Fees	\$ 40,000	\$ 1,481.48	0.40%
Controlled Inspections	\$ 24,543	\$ 909.00	0.25%
Legal	\$ 20,000	\$ 740.74	0.20%
Insurance / Building Risk / GL	\$ 166,655	\$ 6,135.38	1.66%
Real Estate Taxes (During Construction)	\$ 6,122	\$ 226.74	0.06%
Building Permits	\$ 60,750	\$ 2,250.00	0.61%
Street Opening/Water Allocation and Wet Tap	\$ 9,212	\$ 341.56	0.09%
Sewer Connection Fee	\$ 177,057	\$ 6,557.67	1.78%
Marketing	\$ 17,000	\$ 629.63	0.17%
Working Capital	\$ 36,000	\$ 1,333.33	0.36%
Appraisal	\$ 4,914	\$ 182.00	0.05%
Other Amenities Package	\$ 30,000	\$ 1,111.11	0.30%
Environmental	\$ 6,000	\$ 222.22	0.06%
Soft Cost Contingency	\$ 48,608	\$ 1,800.30	0.49%
Subtotal Soft Costs	\$ 1,020,772	\$ 37,806.35	10.2%

Financing Costs	Total Project	Per Unit	% of Total
Broker Fee	\$ 28,583	\$ 1,058.64	0.3%
Bank Commitment Fee	\$ 28,583	\$ 1,058.64	0.3%
Bank Legal	\$ 30,000	\$ 1,111.11	0.3%
Interest (Construction)	\$ 594,534	\$ 22,019.78	6.0%
Subtotal Conventional Financing	\$ 681,701	\$ 25,248.18	6.8%
Total Project Cost	\$ 9,959,840	\$ 368,882.95	100.0%

Broker Fee	0.5%
Commitment Fee	0.5%
Term (years)	2
Construction Rate	8.0%

Year 1 Cash Flow				
Project Summary				
# of Units	27	Monthly Rent per Unit	\$	2,343.36
# of Parking Spots	14	Monthly Cost per Unit	\$	755.29
Market Rate Units	78%	21	\$	2,597.32
COAH Units	22%	6	\$	1,454.50

Income Breakdown				
		Total Project		
Apartments		\$ 759,248.40	\$	28,120.31
Parking		\$ 16,800.00	\$	100.00
Amenity Fee	21	\$ 13,000.00	\$	200.00
Pet Fee	10%	\$ 1,620.00	\$	50.00
Potential Gross Income		\$ 790,668.40	\$	29,284.01
Vacancy	5%	\$ (39,533.42)	\$	(1,464.20)
Effective Gross Income		\$ 751,134.98	\$	27,819.81

Expense Breakdown				
		Total Project		Per Unit
Repairs and Maintenance		\$ 40,500.00	\$	1,500.00
Turnover Maintenance		\$ 1,350.00	\$	50.00
Management Fees	3%	\$ 22,534.05	\$	834.59
Insurance		\$ 27,000.00	\$	1,000.00
Taxes	10%	\$ 75,113.50	\$	600.00
Utilities		\$ 24,300.00	\$	900.00
Waste Disposal		\$ 5,940.00	\$	220.00
Landscaping and Snow Removal		\$ 7,425.00	\$	275.00
Elevator Service and Maintenance		\$ 9,500.00	\$	351.85
Pest Control and Misc Inspections		\$ 5,400.00	\$	200.00
General and Administrative		\$ 6,750.00	\$	250.00
Salaries and Payroll		\$ 13,500.00	\$	500.00
Misc Reserves		\$ 5,400.00	\$	200.00
Expense Subtotal	3.3%	\$ 244,712.55	\$	9,065.43

per unit annually
per rentable space monthly
per eligible unit annually
per pet monthly

per unit annually
per unit annually
percentage based annually
per unit annually
percentage based annually
per unit annually
per unit annually
per unit annually
per elevator annually
per unit annually
per unit annually
per unit annually

Project Value Metrics			
		Total Project	Per Unit
NOI	\$	506,422.43	\$ 18,756.39
Capitalized Value	5.75%	\$ 8,807,346.65	\$ 326,198.02

Permanent Financial Metrics			Facility Constraint Metrics		
Perm Loan Amount	\$	5,716,673.06	Benchmark	Loan Amount	
Annual Debt Service	\$	405,137.95	1.25x DSCR	\$	5,716,673.06
Loan to Value		64.91%	70% LTV	\$	6,165,142.66
DSC Ratio		1.25	75% LTC	\$	6,566,301.85
Interest Rate		5.86%			
Amortization (in years)		30			

5 Year T	3.61%
Spread	2.25%

Omega Drive, Vernon		
30 Year Cashflow		
Annual Increase	4%	
Number of Units	27	

			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Operating Income		Monthly								
Two Bedroom (A)	6	\$2,613.75	\$ 188,190.00	\$ 195,717.60	\$ 203,546.30	\$ 211,688.16	\$ 220,155.68	\$ 228,961.91	\$ 238,120.39	\$ 247,645.20
One Bedroom (B)	4	\$2,469.75	\$ 118,548.00	\$ 123,289.92	\$ 128,221.52	\$ 133,350.38	\$ 138,684.39	\$ 144,231.77	\$ 150,001.04	\$ 156,001.08
Two Bedroom (C)	3	\$2,907.00	\$ 104,652.00	\$ 108,838.08	\$ 113,191.60	\$ 117,719.27	\$ 122,428.04	\$ 127,325.16	\$ 132,418.17	\$ 137,714.89
Three Bedroom (D)	1	\$3,478.00	\$ 41,796.00	\$ 43,405.44	\$ 45,141.66	\$ 46,947.32	\$ 48,825.22	\$ 50,778.23	\$ 52,809.35	\$ 54,921.73
One Bedroom (E)	7	\$2,397.60	\$ 201,398.40	\$ 209,454.34	\$ 217,832.51	\$ 226,545.81	\$ 235,607.64	\$ 245,031.95	\$ 254,833.23	\$ 265,026.55
One Bedroom (Low COAH)	1	\$677.00	\$ 8,124.00	\$ 8,448.96	\$ 8,786.92	\$ 9,138.40	\$ 9,503.93	\$ 9,884.09	\$ 10,279.45	\$ 10,690.63
Two Bedroom (Low COAH)	1	\$1,355.00	\$ 16,260.00	\$ 16,910.40	\$ 17,586.82	\$ 18,290.29	\$ 19,021.90	\$ 19,782.78	\$ 20,574.09	\$ 21,397.05
Two Bedroom (Mod COAH)	2	\$1,626.00	\$ 39,024.00	\$ 40,584.96	\$ 42,208.36	\$ 43,896.69	\$ 45,652.56	\$ 47,478.66	\$ 49,377.81	\$ 51,352.92
Three Bedroom (Mod COAH)	1	\$1,565.00	\$ 18,780.00	\$ 19,531.20	\$ 20,312.45	\$ 21,124.95	\$ 21,969.94	\$ 22,848.74	\$ 23,762.69	\$ 24,713.20
Three Bedroom (Mod COAH)	1	\$1,878.00	\$ 22,596.00	\$ 23,437.44	\$ 24,374.94	\$ 25,349.94	\$ 26,363.93	\$ 27,418.49	\$ 28,515.23	\$ 29,655.84
Other Fees			\$ 31,420.00	\$ 32,676.80	\$ 33,983.87	\$ 35,343.23	\$ 36,756.96	\$ 38,227.23	\$ 39,756.32	\$ 41,346.58
Vacancy and Collections	5%		\$ (39,533.42)	\$ (41,114.76)	\$ (42,759.35)	\$ (44,469.72)	\$ (46,248.51)	\$ (48,098.45)	\$ (50,022.39)	\$ (52,023.28)
Effective Gross Income			\$ 751,134.98	\$ 781,180.38	\$ 812,427.59	\$ 844,924.70	\$ 878,721.69	\$ 919,870.55	\$ 950,425.38	\$ 988,442.39
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Total Operating Expenses			\$ 169,599.05	\$ 176,383.01	\$ 183,438.33	\$ 190,775.87	\$ 198,406.90	\$ 206,343.18	\$ 214,596.90	\$ 223,180.78

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
NOI excluding taxes	\$ 581,535.93	\$ 604,797.37	\$ 628,989.26	\$ 654,148.83	\$ 680,314.79	\$ 707,527.38	\$ 735,828.47	\$ 765,261.61
Debt Service	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95
Cash Flow	\$ 176,397.98	\$ 199,659.42	\$ 223,851.32	\$ 249,010.89	\$ 275,176.84	\$ 302,389.43	\$ 330,690.53	\$ 360,123.67
PILOT Payment	\$ 75,113.50	\$ 78,118.04	\$ 81,242.76	\$ 84,492.47	\$ 87,872.17	\$ 91,387.06	\$ 104,546.79	\$ 108,728.66
Percent of ASC	10%	10%	10%	10%	10%	10%	11%	11%
Developer ROI	\$ 101,284.49	\$ 121,541.38	\$ 142,608.56	\$ 164,518.42	\$ 187,304.67	\$ 211,002.38	\$ 226,143.74	\$ 251,395.00
Net Profit Calculation	1%	1%	1%	2%	2%	2%	2%	3%

Debt Summary		
Principal Amount	\$	5,716,673.06
Interest Rate		5.86%
DSCR		1.25
Term		30

Operating Expense Summary		
Management Fee	\$	22,534.05
Contract Fees	\$	28,265.00
Operating	\$	71,550.00
Maintenance	\$	41,850.00
Reserves	\$	5,400.00

PILOT Calculations		
Average ASC per unit	\$	6,354.86
Average ASC	\$	171,581.10
Aggregate ASC	\$	5,147,433.01

	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
\$	257,551.01	\$ 267,853.05	\$ 278,567.17	\$ 289,709.86	\$ 301,258.25	\$ 313,350.18	\$ 325,884.19	\$ 338,919.56	\$ 352,476.34	\$ 366,575.39	\$ 381,238.41	\$ 396,487.95
\$	162,241.12	\$ 168,730.77	\$ 175,480.00	\$ 182,499.20	\$ 189,799.17	\$ 197,391.13	\$ 205,286.78	\$ 213,498.25	\$ 222,038.18	\$ 230,919.71	\$ 240,156.50	\$ 249,762.76
\$	143,223.49	\$ 148,952.43	\$ 154,910.52	\$ 161,106.95	\$ 167,551.22	\$ 174,253.27	\$ 181,223.40	\$ 188,472.34	\$ 196,011.23	\$ 203,851.68	\$ 212,005.75	\$ 220,485.98
\$	57,118.60	\$ 59,403.34	\$ 61,779.48	\$ 64,250.65	\$ 66,820.68	\$ 69,493.51	\$ 72,273.25	\$ 75,164.18	\$ 78,170.75	\$ 81,297.58	\$ 84,549.48	\$ 87,931.46
\$	275,627.62	\$ 286,652.72	\$ 298,118.83	\$ 310,043.58	\$ 322,445.33	\$ 335,343.14	\$ 348,756.87	\$ 362,707.14	\$ 377,215.43	\$ 392,304.04	\$ 407,996.20	\$ 424,316.05
\$	11,118.25	\$ 11,562.99	\$ 12,025.50	\$ 12,506.52	\$ 13,006.79	\$ 13,527.06	\$ 14,068.14	\$ 14,630.87	\$ 15,216.10	\$ 15,824.74	\$ 16,457.73	\$ 17,116.04
\$	22,252.93	\$ 23,143.05	\$ 24,068.77	\$ 25,031.52	\$ 26,032.78	\$ 27,074.10	\$ 28,157.06	\$ 29,283.34	\$ 30,454.68	\$ 31,672.86	\$ 32,939.78	\$ 34,257.37
\$	53,407.04	\$ 55,543.32	\$ 57,765.05	\$ 60,075.66	\$ 62,478.68	\$ 64,977.83	\$ 67,576.94	\$ 70,280.02	\$ 73,091.22	\$ 76,014.87	\$ 79,055.46	\$ 82,217.68
\$	25,701.73	\$ 26,729.80	\$ 27,798.99	\$ 28,910.95	\$ 30,067.39	\$ 31,270.08	\$ 32,520.88	\$ 33,821.72	\$ 35,174.59	\$ 36,581.57	\$ 38,044.83	\$ 39,566.63
\$	30,842.07	\$ 32,075.76	\$ 33,358.79	\$ 34,693.14	\$ 36,080.86	\$ 37,524.10	\$ 39,025.06	\$ 40,586.06	\$ 42,209.51	\$ 43,897.89	\$ 45,653.80	\$ 47,479.95
\$	43,000.44	\$ 44,720.46	\$ 46,509.28	\$ 48,369.65	\$ 50,304.43	\$ 52,316.61	\$ 54,409.27	\$ 56,585.64	\$ 58,849.07	\$ 61,203.03	\$ 63,651.15	\$ 66,197.20
\$	(54,104.22)	\$ (56,268.38)	\$ (58,519.12)	\$ (60,859.88)	\$ (63,294.28)	\$ (65,826.05)	\$ (68,459.09)	\$ (71,197.46)	\$ (74,045.35)	\$ (77,007.17)	\$ (80,087.46)	\$ (83,290.95)
\$	1,027,980.09	\$ 1,069,099.29	\$ 1,111,863.26	\$ 1,156,337.79	\$ 1,202,591.30	\$ 1,250,694.96	\$ 1,300,722.75	\$ 1,352,751.66	\$ 1,406,861.73	\$ 1,463,136.20	\$ 1,521,661.65	\$ 1,582,528.11
	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
\$	232,108.01	\$ 241,392.33	\$ 251,048.02	\$ 261,089.94	\$ 271,533.54	\$ 282,394.88	\$ 293,690.68	\$ 305,438.31	\$ 317,655.84	\$ 330,362.07	\$ 343,576.56	\$ 357,319.62
	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
\$	795,872.08	\$ 827,706.96	\$ 860,815.24	\$ 895,247.85	\$ 931,057.76	\$ 968,300.07	\$ 1,007,032.07	\$ 1,047,313.36	\$ 1,089,205.89	\$ 1,132,774.13	\$ 1,178,085.09	\$ 1,225,208.50
\$	405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95
\$	390,734.13	\$ 422,569.01	\$ 455,677.29	\$ 490,109.90	\$ 525,919.82	\$ 563,162.13	\$ 601,894.13	\$ 642,175.41	\$ 684,067.95	\$ 727,636.18	\$ 772,947.15	\$ 820,070.55
\$	113,077.81	\$ 117,600.92	\$ 122,304.96	\$ 138,760.54	\$ 144,310.96	\$ 150,083.39	\$ 156,086.73	\$ 162,330.20	\$ 168,823.41	\$ 190,207.71	\$ 197,816.01	\$ 205,728.65
11%		11%	11%	12%	12%	12%	12%	12%	12%	13%	13%	13%
\$	277,656.32	\$ 304,968.09	\$ 333,372.33	\$ 351,349.37	\$ 381,608.86	\$ 413,078.73	\$ 445,807.40	\$ 479,845.21	\$ 515,244.54	\$ 537,428.48	\$ 575,131.13	\$ 614,341.90
3%		3%	3%	4%	4%	4%	4%	5%	5%	5%	6%	6%

	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
\$	412,347.46	\$ 428,841.36	\$ 445,995.02	\$ 463,834.82	\$ 482,388.21	\$ 501,683.74	\$ 521,751.09	\$ 542,621.13	\$ 564,325.98	\$ 586,899.02
\$	259,753.27	\$ 270,143.40	\$ 280,949.13	\$ 292,187.10	\$ 303,874.58	\$ 316,029.57	\$ 328,670.75	\$ 341,817.58	\$ 355,490.28	\$ 369,709.89
\$	229,305.42	\$ 238,477.64	\$ 246,016.74	\$ 257,937.41	\$ 268,254.91	\$ 278,985.10	\$ 290,144.51	\$ 301,750.29	\$ 313,820.30	\$ 326,373.11
\$	91,448.72	\$ 95,106.66	\$ 98,910.93	\$ 102,867.37	\$ 106,982.06	\$ 111,261.35	\$ 115,711.80	\$ 120,340.27	\$ 125,153.88	\$ 130,160.04
\$	441,288.70	\$ 458,940.24	\$ 477,297.85	\$ 496,389.77	\$ 516,245.36	\$ 536,895.17	\$ 558,370.98	\$ 580,705.82	\$ 603,934.05	\$ 628,091.41
\$	17,800.68	\$ 18,512.71	\$ 19,253.22	\$ 20,023.35	\$ 20,824.28	\$ 21,657.25	\$ 22,523.54	\$ 23,424.49	\$ 24,361.47	\$ 25,335.92
\$	35,627.66	\$ 37,052.77	\$ 38,534.88	\$ 40,076.27	\$ 41,679.33	\$ 43,346.50	\$ 45,080.36	\$ 46,883.57	\$ 48,758.92	\$ 50,709.27
\$	85,506.39	\$ 88,926.65	\$ 92,483.71	\$ 96,183.06	\$ 100,030.38	\$ 104,031.60	\$ 108,192.86	\$ 112,520.58	\$ 117,021.40	\$ 121,702.25
\$	41,149.29	\$ 42,795.26	\$ 44,507.07	\$ 46,287.36	\$ 48,138.85	\$ 50,064.41	\$ 52,066.98	\$ 54,149.66	\$ 56,315.65	\$ 58,568.27
\$	49,379.15	\$ 51,354.32	\$ 53,408.49	\$ 55,544.83	\$ 57,766.62	\$ 60,077.29	\$ 62,480.38	\$ 64,979.59	\$ 67,578.78	\$ 70,281.93
\$	68,845.09	\$ 71,598.89	\$ 74,462.85	\$ 77,441.36	\$ 80,539.02	\$ 83,760.58	\$ 87,111.00	\$ 90,595.44	\$ 94,219.26	\$ 97,988.03
\$	(86,622.59)	\$ (90,087.50)	\$ (93,690.99)	\$ (97,438.63)	\$ (101,336.18)	\$ (105,389.63)	\$ (109,605.21)	\$ (113,989.42)	\$ (118,543.00)	\$ (123,290.96)
\$	1,645,829.24	\$ 1,711,662.41	\$ 1,780,128.90	\$ 1,851,334.06	\$ 1,925,387.42	\$ 2,002,402.92	\$ 2,082,499.04	\$ 2,165,799.00	\$ 2,252,430.96	\$ 2,342,528.20
	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
\$	371,612.40	\$ 386,476.90	\$ 401,935.97	\$ 418,013.41	\$ 434,733.95	\$ 452,123.31	\$ 470,208.24	\$ 489,016.57	\$ 508,577.23	\$ 528,920.32

	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
\$	1,274,216.84	\$ 1,325,185.51	\$ 1,378,192.93	\$ 1,433,320.65	\$ 1,490,653.47	\$ 1,550,279.61	\$ 1,612,290.80	\$ 1,676,782.43	\$ 1,743,853.73	\$ 1,813,607.87
\$	405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95	\$ 405,137.95
\$	869,078.89	\$ 920,047.56	\$ 973,054.98	\$ 1,028,182.70	\$ 1,085,515.53	\$ 1,145,141.67	\$ 1,207,152.85	\$ 1,271,644.48	\$ 1,338,715.78	\$ 1,408,469.93
\$	213,957.80	\$ 222,516.11	\$ 231,416.76	\$ 240,673.43	\$ 250,300.36	\$ 260,312.38	\$ 270,724.87	\$ 281,553.87	\$ 292,816.02	\$ 304,528.67
	13%	13%	13%	13%	13%	13%	13%	13%	13%	13%
\$	655,121.09	\$ 697,531.45	\$ 741,638.23	\$ 787,509.27	\$ 835,215.16	\$ 884,829.29	\$ 936,427.98	\$ 990,090.61	\$ 1,045,899.75	\$ 1,103,941.26
	7%	7%	7%	8%	8%	9%	9%	10%	11%	11%

Rental Income Summary							
Unit Type	Sq Ft	Beds	Baths	Rent	# of Units	Income	PSF
A	1025	2	2	\$2,613.75	6	\$15,682.50	\$2.55
B	850	1	1	\$2,469.75	4	\$9,879.00	\$2.78
C	1140	2	2	\$1,907.00	3	\$6,721.00	\$1.55
D	1480	3	1	\$3,478.00	1	\$3,478.00	\$2.35
E	864	1	1	\$2,397.60	7	\$16,783.20	\$2.78
Low COAH E	864	1	1	\$677.00	1	\$677.00	\$0.78
Low COAH A	1025	2	2	\$1,855.00	1	\$1,855.00	\$1.32
Mod COAH C	1140	2	2	\$1,626.00	2	\$3,252.00	\$1.43
Low COAH D	1480	3	2	\$1,585.00	1	\$1,585.00	\$1.06
Mod COAH D	1480	3	2	\$1,878.00	1	\$1,878.00	\$1.27

Total Units	27
Average Rent	\$2,343.36
Average Unit SF	1025
Monthly Total:	\$63,270.70
Annual Total:	\$759,248.40

PSF Range	Min	Max	Avg
1 bed	\$2.65	\$2.90	\$2.78
2 bed	\$2.35	\$2.75	\$2.55
3 bed	\$2.00	\$2.35	\$2.18

Construction Summary			
Sublevel	Decorative [SF]	Common [SF]	Amenities [SF]
Floor 1	5808	1,300	1480
Floor 2	7288	1,300	
Floor 3	7288	1,300	
Floor 4	7288	1,300	
Total	27672	6970	1480

Footprint	8,588
Stories	4

Unit Breakdown									
Floor	Unit	SF	Beds	Unit Types					
				Beds			#	Market	COAH
1	A	1025	2	A	2	1025	8	6	2
	B	890	1	B	1	890	4	4	0
	E	864	1	C	2	1140	4	3	1
	E	864	1	D	3	1480	3	1	2
	A	1025	2	E	1	864	8	7	1
2	C	1140	6				27	21	6
	D	1480	3						
	A	1025	2						
	B	890	1						
	E	864	1						
3	E	864	1						
	A	1025	2						
	C	1140	2						
	D	1480	3						
	A	1025	2						
4	B	890	1						
	E	864	1						
	E	864	1						
	A	1025	2						
	C	1140	2						

Beds	
1	12
2	11
3	3

Financing Summary – Omega Project

The Omega Project carries a total development budget of **\$9,959,839.77**, supported through a blend of sponsor equity and anticipated conventional bank financing. While the lending partner has not yet been finalized, the development team expects to pursue the same relationship currently utilized for the Theta project.

I. Sources of Funds

- a. **Sponsor Equity – \$4,243,167 (43%).** This equity contribution is significantly higher than typical for our projects. Normally, sponsor equity would represent a smaller share of the capital stack, but two key constraints drive the increased requirement:
 1. **Affordable Housing Restriction:** The property carries an affordable housing restriction that caps potential revenue and limits lender appetite for higher leverage.
 2. **Project Scale:** The relatively small size of the project limits economies of scale, further reducing leverage opportunities.
- ii. As a result, no lender is willing to provide higher debt coverage. To ensure the project is adequately capitalized, the sponsor has committed substantially more equity than would usually be required. This contribution will fund all soft costs, land acquisition, financing costs not covered by debt, and a portion of hard costs.
- b. **Anticipated Bank Loan – \$5,716,673 (57%).** Conventional bank financing is expected to fund the majority of hard costs and a portion of financing expenses. The loan, projected at approximately 65% Loan-to-Value (LTV), is anticipated to be provided by the same institution financing the Theta project, subject to underwriting and final approval.
- c. This structure creates a stable capital base, balancing conservative leverage with direct sponsor investment to ensure execution despite market and regulatory constraints.

II. Uses of Funds

- a. The budget is distributed across four principal categories:
 - i. **Land Value – \$810,000 (8%)**
 - ii. **Hard Costs – \$7,447,368 (75%)**
 - iii. **Soft Costs – \$1,020,772 (10%)**
 - iv. **Financing Costs – \$681,701 (7%)**
- b. Soft costs are entirely funded by sponsor equity and cover acquisitions, approvals, diligence, design, legal, finance, administration, permitting, utilities, and marketing operations. Hard costs, which make up the bulk of the budget, are primarily financed by the anticipated bank loan, supplemented by sponsor equity. Financing costs are split, with debt covering the interest reserve and equity funding the balance of bank fees, appraisal, environmental review, and title costs.

III. Operating Performance

- a. The project demonstrates sustainable operating metrics:
 - i. **Effective Gross Income: \$751,135**
 - ii. **Operating Expenses: \$244,713**
 - iii. **Net Operating Income (NOI): \$506,422**
 - iv. **Capitalized Value: \$8,807,347**

IV. Debt Metrics:

- a. Loan-to-Value (LTV): 65%**
- b. Annual Debt Service: \$405,138**
- c. Debt Service Coverage Ratio (DSCR): 1.25x**

V. Summary

- a.** The Omega Project is structured with **\$4.24M in sponsor equity** and an anticipated **5.72M bank loan**, producing a conservative **65% LTV**. While the equity contribution is higher than typical, it is necessitated by affordable housing restrictions and the project's modest scale, which together preclude higher leverage. Equity ensures full coverage of soft costs and a meaningful share of hard and financing costs, while debt financing is focused on core construction expenditures and a portion of interest during development.
- b.** This financing approach reflects a deliberate balance: conservative debt sizing that provides lender security, coupled with deep sponsor commitment that ensures the project is fully capitalized and positioned for success despite structural constraints.

2026 Vernon Township Garbage Disposal Drop Off

Summary

5 days a week beginning Jan,2026

- Monday, Tuesday, Thursday, Friday 7:00am – 3:00pm
- Wednesday 2:00pm – 8:00pm
- Additional Late night TBD
- Closed during snow storms

Yearly fee \$350, paid yearly or quarterly

- Cash
- Check
- MuniPay for online credit card payments (Fees apply)

Registration process internal

Distribution of Punch Cards (See Attached)

- Drop garbage off once a week
- Up to 7 bags – 13-gallon tall kitchen household bags only
- All bags are subject to inspection if brought in Black Contractor bags

1. SCMUA Tipping Fees

- SCMUA Tipping Fee: \$107.00 per ton
- Maximum capacity per compactor: 7 tons
- Cost per compactor: \$749.00
- Total cost for 2 compactors: \$1,498.00
- Weekly cost: \$1,498.00
- Monthly cost: \$5,992.00
- Yearly cost: \$71,904.00

2. Fuel Costs

- Fuel price: \$3.49 per gallon
- Distance to SCMUA: 14 miles one way
- Total round trip distance: 28 miles (14 miles x 2)
- Annual fuel cost: \$1451.84

3. Staff Costs

- Hourly rate: \$30.00
- Monthly cost per staff member (8 hours/monthly): \$240.00
- Annual cost per staff member: \$2,880.00 (\$240 x 12 months)

4. Overall Costs

- Total costs: \$76,235.84 (includes SCMUA tipping fee, staff, and fuel expenses)













5. Revenue from Memberships

- Total memberships: 217
- Yearly Membership fee \$350.00 or quarterly \$87.50
- Total membership revenue: \$76,300.00



**VERNON TOWNSHIP 2026
GARBAGE DISPOSAL SERVICE**

BL # _____ LT # _____

Quarter 2	APR	MAY	JUN
WEEK 1			
WEEK 2			
WEEK 3			
WEEK 4			

Present card at drop-off. One punch per week. Non-transferable

Chapter 453 Solid Waste

Article I. Residential Solid Waste Drop Off and Disposal

§ 453-1. Definitions.

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

ASHES

The residue or product of burning of any combustible material or substance whether burned for heating, or disposal of refuse by incineration or otherwise and shall also include soot.

BULKY WASTE

Includes chairs (not recliners); sofas (not sofa beds); carpet that is cut, rolled, and tied in three-foot lengths; small television sets; furniture; and comparable items suitable for routine collection.

GARBAGE

The accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking or dealing in or storage of meats, fish, fowl, fruits, or vegetables and shall include condemned food.

OCCUPANT OR OCCUPANTS

Includes the owner, agent, tenant, lessee, lessor, caretaker or other person or corporation occupying or in charge of any dwelling or other premises affected by this article.

RECYCLABLES

Includes aluminum, grass clippings, glass, newspapers, plastics, corrugated cardboard, leaves, mixed paper, stumps, tin and steel cans, yard waste, vehicular batteries, white goods, motor oil, stumps, household batteries, and other items as defined in Chapter 452 Recycling of the Vernon Township Code.

RECYCLING YARD

The Municipal Recycling Center located at 21 Church Street across from the municipal building.

REFUSE

All waste such as garbage, ashes, and trash.

REGULATIONS

Includes such rules, implementation dates, schedules of time, and such other requirements promulgated by the Director of the Department of Public Works as may be necessary to conduct the purposes and objectives of this article.

RESIDENTIAL PROPERTY

All dwellings within the municipality, including multifamily and/or single-family developments, whether owned, leased and/or occupied.

RESIDENTIAL SOLID WASTE

means #10 Municipal waste, generated in the day-to-day activities of a residential property and includes animal and vegetable waste resulting from the handling, processing, preparing, cooking, and consuming of food, and includes household liquids. Residential solid waste does not mean used motor oil, grass clippings, and other specified nonacceptable waste as defined in the applicable District Solid Waste Management Plan.

TOWNSHIP GARBAGE DISPOSAL DROP OFF AREA

The area designated as the Township Garbage Disposal Drop off Area will be in the Department of Public Works Yard located at 21 Church Street across from the municipal building.

TRASH

Includes all metal items, such as refrigerators with doors removed, stoves, washing machines, dryers, water heaters, dishwashers, car parts, sheds and swing sets, disassembled without concrete.

§ 453-2. General obligations of residential property owners, lessees, and/or occupants.

- A. All people who are owners, lessees and/or occupants of residential property in the Township are required to arrange for private removal and disposal of ash, bulk waste, garbage, refuse, trash, residential solid waste, and recyclables.
- B. The Township of Vernon under Chapter 452 Recycling identifies the obligations and requirements for recycling for all owners, lessees and/or occupants of residential property, firms, and corporations in Vernon Township.
- C. The Township of Vernon under this Chapter, Chapter 453 Solid Waste Article, I Residential Solid Waste Drop Off and Disposal, intends to provide an option to all occupants living in residential property to transport their residential solid waste to the Township Garbage Disposal Drop off Area at their cost for disposal pursuant to this Chapter.

§ 453-3. Provisions for drop-off and disposal of residential solid waste.

- A. **The Mayor, Business Administrator or designee** will make provision through Township employees, or otherwise as circumstances may require, for the sale of punch card tickets to be utilized by the residential property occupants for the

payment and drop off, of residential solid waste. The yearly cost for disposal will be \$350.00 dollars per year for one drop off a week of up to seven bags of garbage for 52 weeks a year in accordance with the drop off hours of operation for the Township Garbage Disposal Drop off Area.

- B. **The Mayor, Business Administrator and Director** of the Department of Public Works shall promulgate reasonable regulations for the drop-off and disposal of residential solid waste and the procedures, dates, and times for the processing of same in accordance with the terms of this chapter. A copy of such regulations promulgated by the Director of the Department of Public Works, as modified or amended, shall be available for public inspection at the Department of Public Works and at the office of the Township Clerk during regular office hours as well as posted on the Township web site.

§ 453-4. Residential solid waste is to be bagged for drop off and disposal, limit.

Upon entering the Township garbage disposal drop off area the occupant of the residential property who purchased the punch tickets shall present same to the municipal employee assigned to monitor the drop off area. The residents will proceed as directed to drop off the residential solid waste in the authorized plastic bags. The maximum number of plastic bags allowed to be dropped off at the once weekly trip will be seven together with its contents, shall not weigh more than ten pounds or have a capacity greater than thirteen gallons.

§ 453-5. Township Garbage Disposal Drop off Area and drop off hours of operation.

The hours of operation of the Township garbage disposal drop-off area and drop-off hours of operation shall be from:

Monday 2:00 pm to 8:00 pm.
Tuesday 7:00 am to 3:00pm
Wednesday 2:00 p.m. to 8:00 p.m.
Thursday 7:00 am to 3:00 pm
Friday 7:00 am to 3:00 pm

Closed during snowstorms and Federal, State and Township holidays.

§ 453-6. Residential solid waste drop off and disposal fee.

The fee for an occupant of a residential property will be as follows:

\$350.00 per year. Or quarterly \$87.50

§ 453-7. Enforcement; random inspections.

- A. The Mayor, Business Administrator or designee is hereby designated and authorized as the Enforcement Officer of this article.
- B. The Director of the Department of Public Works, or his duly authorized designee is hereby authorized and directed to perform inspections of the plastic bags presented for disposal in order to determine whether the contents are only residential solid waste and recyclables are not contained therein in accordance with the Sussex County District Recycling Plan. Any violation of this section will be reported to the Enforcement Officer for further investigation and prosecution.

§ 453-8. Violations and penalties.

Any person, business or institution which violates any provision of this chapter or any regulations promulgated pursuant thereto shall, upon conviction thereof, be punishable by a fine of not less than \$100 and not to exceed \$1,000.

What area of Vernon are you located in?	Would you participate in this service?	Any questions, comments, or suggestions?
Barry Lakes	No thank you	I bring my trash to SCUMA and avg \$5/month. Obviously, I have very little garbage and bundle my drive there with other errands. Will never be a reason to pay for garbage any other way.
Cedar ridge	No thank you	THIS SHOULD BE INCLUDED AS A SERVICE WITH THE TAXES WE PAY
GLENWOOD	No thank you	Do you sign up or do you raise taxes even more?
Highland Lakes	No thank you	Would not my car smelling like garbage. Need a town wide garbage service
Highland Lakes	No thank you	Transporting garbage to town center would be smelly in my vehicles
High breeze	No thank you	This has been sent as a survey with no information regarding the actual operation, will it be available 7 days a week?
		What will the drop off hours be?
		Will more staff need to be hired to run the service?
		What happens if the compactor/compactors get filled during the operating hours?
Vernon proper	No thank you	Will the town own or lease the compacting equipment?
		On paper this sounds like a good idea but there are portions of the township that have garbage as part of their HOA and if less people are using current providers the HOA will surely see a rate increase which will more than likely become a dues increase to the residents.
glenwood	No thank you	lines would be too long and cause traffic jams in that area
		Just do it by WEIGHT with a minimum convenience charge. NOT an annual charge.
Highland Lakes	No thank you	Credit or debit card. Maybe some kind of Vernon account. But yes, I would love to have garbage drop off together with my recycling.
Barry Lakes	No thank you	Thanks
		Garbage pickup is already included in our dues so we wouldn't need it
PVL	No thank you	Would cost more for a small household like ours than what we pay at SCUMU! People who have an average of one or two bags per week would be paying the same as a large household with 7 bags a week. I prefer paying per pound like we do now at the landfill.. Much fairer.
Glenwood	No thank you	
Glenwood	No thank you	I pay about 320ish with Blue Diamond and they take my recycling too.
		Cost should be included in the high taxes that yield little or no benefits to residents. Mayor claims it would not be fair for lake communities. Really?
Lake Wanda	No thank you	
Pleasant Valley Lake	No thank you	
Highland Lakes	No thank you	
Highland lakes	No thank you	It's cheaper to drive to the dump I spend about \$125 less than the proposed fee to do so while throwing away more. That's too high if you still need to drive your garbage.
Over by the lampPost	No thank you	Recycling hours are ridiculous to begin with. I don't even use that service such a joke.
		We take garbage to Lafayette about every ten days. Spend between 200-240 dollars a year.
Cedar Ridge	No thank you	The only way this would make sense for my wife and I is if what we bring to Vernon site was weighed and you pay for what you bring, not a flat yearly fee.
Highland Lakes	No thank you	
Highland Lakes	No thank you	
highland lakes	No thank you	I like to keep household garbage out of my car
Pleasant Valley Lake	No thank you	As long as we need to sort our recycling I will use the service I have now where we do not need to sort.
Glenwood	No thank you	This service should be included in our taxes.
Lake panorama	No thank you	
Lake panorama	No thank you	Extra cost due to taxes rising.
		Seems like another thing the town will take over that will increase our taxes over time.
Sussex	No thank you	When the annual fee doesn't cover the burden the taxpayers will have to cover it

Lake Panorma	No thank you	As a dues paying resident who's garbage pickup is included. Are our tax dollars going to be used to expand the hours of garbage collection services? Will more employees be needed or extra hours for current employee ?
Sussex (Lamppost area)	No thank you	
Highbreeze	No thank you	I worry about this turning the center of town into a de facto dump. I'm against this.
Sussex	No thank you	
Barry Lakes	No thank you	
Highland lakes	No thank you	
Glenwood	No thank you	It should be included in our taxes like most other towns. We pay enough.
Old Orchard	No thank you	
Glenwood	No thank you	Sounds like a great idea, I like that it is an option.
By lamppost	No thank you	Expensive for bring your own
High Ridge	No thank you	Having to put our garbage in our car to drive it somewhere isn't worth the savings for us.
Barry Lakes	No thank you	
Scenic Lakes	No thank you	I go to SCMUA
Highland Lakes	No thank you	It's disgusting and I will continue to pay for my garbage service being picked up at my home.
Highland Lakes	No thank you	
Highland Lakes	No thank you	
Highland Lakes	No thank you	
Highland lakes	No thank you	Price is way too high. I pay only slightly more for garbage pickup
Sussex	No thank you	Way too expensive. I pay \$480 a year for front door pick up right now. It should be free with out taxes. Ridiculous. As per usual wasting our time/energy looking at things that don't matter.
Barry Lakes	No thank you	As a senior citizen this makes no sense to me. Thank you.
Aspen Woods	No thank you	Expanded hours means higher payroll expenses which means higher taxes. No Thank you
Highland lakes	No thank you	If I'm going to fill my car with trash, I'll go to the dump.
Highland Lakes	No thank you	It's still cheaper to go to Lafayette.
Pochung	No thank you	
Glenwood	No thank you	Please find a way to include this \$350 in our current taxes that just increased by 2k this year.
Glenwood	No thank you	Cannot afford after current \$500/quarter tax increase.
Prices switch	No thank you	Would a senior discount be available? We rarely have one full bag. At \$6.73 per week that's more than we pay at SCUMA for two to three months.
Scenic lakes	No thank you	I'm not paying \$30 a month to have garbage service that I still have to drop off no way I have one bag of trash per week
If I have a choice I would not participate	No thank you	
Highland lakes	No thank you	The price is too high for a service that still requires work from me. I used to pay about \$100 a quarter for garbage and recycling pickup at the end of my driveway before I dropped the service altogether. If I'm doing the work, I should be paying half price or less. The garbage people have one pickup for tons of trash, that should reflect a huge savings, not a minimal one. As someone who generated one to two at most 13-gallon bags of waste a week, that's an excessive price. A per-bag price might be reasonable like they have at scuma, but \$350 annually for drop-off service is out of the question. And hours there are so off, closed too many days, I would likely drive there and not be able to drop stuff off like has happened many times with recycling. Try again with a dirt cheap per-bag price or an annual cost of \$100 to make it worth it.
Scenic Lakes	No thank you	I do not want to pay for a service I will not use.
The Valley	No thank you	If you haven't presented a cost analysis yet, how do did you come up with the annual fee of \$350? What happens if an enrolled resident shows up with more than the allotted amount of bags? What if the enrolled resident puts their garbage in contractor size bags? Will each bag be weighed? How will you determine residence and enforce compliance?

Glenwood	No thank you	For only a little more the garbage gets picked up. This will add the financial burden to taxpayers and is unnecessary
Glenwood	No thank you	
Highland lakes	No thank you	Most people do not want to put bags of garbage in their vehicle. This service would likely only be used by those individuals already using the Lafayette facility. It would make much more sense to offer township wide garbage pickup. Most people will be more supportive of tax paid curbside pickup and would pay for that convenience. Please consider doing a survey for township wide curbside pickup before installing a garbage drop off facility that does nothing other than save a small minority of people 20 minutes of driving twice a month.
High Ridge	No thank you	Not sure why someone who has to pay for the trash pick up every week would participate in this.
Glenwood	No thank you	I don't want have to take my garbage to another location. I can bring it to the dump for less money if I wanted to do that.
Hidden Valley	No thank you	For a little more than \$350/years I can get Blue Diamond or Waste Management to come to the house. We currently take our garbage to the county dump for about \$150/year
Sussex side	No thank you	
Hamburg	No thank you	I would be interested if it was @ cost per pound like the county dump. No yearly , only as used payments. There is no need for the town to profit from garbage disposable.
22 Palomino Trail, Vernon, NJ	No thank you	We already have this service at SCMUA, why duplicate the service. Do people really want to put garbage in their vehicles? The other day I put a couple bags in my pickup and the result is a lot of maggots in my truck. What do you do with larger trash or additional trash? Instead of duplicating services, we should talk with private haulers to see what it would take to get a better deal for Vernon residents.
Crest hill	No thank you	Nonsense
Glenwood	No thank you	Why would I use this when it is cheaper going to the dump?
McAfee	No thank you	Would love it if a bit less expensive. It costs less per month to take more to the dump. Garbage trucks would be so much more ideal
Highland Lakes	No thank you	Don't want smelly garbage in my.
The valley	No thank you	Although I don't need it, it is a more affordable option than WM or Blue Diamond and some families will benefit from it.
Sussex side	No thank you	I don't have a truck so why would I want to put garbage in my car. Would the hours even work for most. Seems like a lot of money for something that I have to do all the work. I would take it to Lafayette as it would be cheap.
28 Winding Hill Road	No thank you	will i be taxed still if I do not participate in this program?
Highland lakes	No thank you	We pay about \$100 more than that per year for garbage pick up. My time is far more valuable than saving \$100 so we would never be interested in such a service. The reason we pay for pick up is the convenience and we also have recycling included in that cost.
Sun Valley	No thank you	
Sussex	No thank you	We go to SCMUA, it will be less money than town service. We live on a private road and get no service from Vernon it would be nice to use this service without a charge.

Drew mountain	No thank you	Vernon township gives no service no plowing pavement now you need people to participate no thanks I'll go to county vernon taxes me on assessments I've got no service, private rd I hope some one wins against town for equal service for tax amount 11000 dollars a year no service over taxed it cost me over 1000 for snow plow and we have to pave are road no help you have pick up that can plow my road and now paving machine you did not no you have tax payer paid for we need paving we helped pay for paveing box but no help there for my private rd 10 houses no service I pay no more than 20 \$ don't like the idea to much \$ your tax rate pushing seniors out of town we don't need another bill.I'm only 2 people how much garbage do you think we have
Glenwood	No thank you	
Glenwood	No thank you	We are only a family of two and having to tote stinky garbage and wait to dispose of it especially in the summer is not feasible Not worth the township buying another compactor just for this side project. It will require more man hours and tracking then its worth. Likely not profiting Would participate if they came to pick up but for that price, it's almost as expensive as pick up at your house and you don't need to make extra effort
Sussex	No thank you	
Glenharbor	No thank you	
Glenwood	No thank you	
Highland Lakes	No thank you	I live alone and average less than 1 bag per week. It costs me only about \$75 per year at SCMU. This fixed price is too high for me. If the price was per bag I would consider participating.
Valley part of vernon	No thank you	
Glenwood	No thank you	
High breeze	No thank you	
High Ridge	No thank you	What are the costs to the taxpayers for maintaining this area? What other miscellaneous expenses fall on the taxpayers who choose not to participate. What about recycling? Do they allow bulk item days, days for lawn garbage (leaves. Brush, branches) etc. are you able to pay additional in person per bag if you have extra garbage at certain times of year when one may generally have additional build up (following holidays, etc.)
Center of town	No thank you	I produce 1 bag of garbage a week. It's too expensive. Charge per pound
Sun valley	No thank you	Where's the sewer line?
highland lakes	No thank you	why can't vernon do has hampton township. place full town pickup out to bld , for weekly curb side pickup ,fees included in the town taxes
Glenwood	No thank you	Your price point is too expensive. I go to SCMUA twice a month (roughly 380lbs) and it costs me \$20. That's \$240 per year with no limitation on number of bags. The extra \$105 isn't worth the convenience. You should have it priced by weight, not a flat fee with limitations. The advantage to SCMUA is that I can go there and in one shot literally through everything including the kitchen sink out.
Highland Lakes	No thank you	I take my garbage and recycling to Lafayette land fill once a month at a broken down cost of between \$3.00 to \$5.00 and adding the fuel for the mileage to and from that location. Still, I think it is a reasonable benefit to those who are being subjected to the cost of having their garbage pickup regardless who they have chosen for that service.
Mcafee	No thank you	
Barry Lakes	No thank you	
Rt 94	No thank you	Should have it contracted for entire town without raising taxes! Get it through New developments. Mountain Creek , new proposed hotel etc.

Heaven Hills area	No thank you	I would not be saving much money, for \$150 more a year I get the garbage picked up at my door and I also get my recycling picked up. It would cost me a lot more time and gas money and I would also have to sort my recyclables and bring them all to town. The towns price would not be worth it.
Pleasant valley Lake	No thank you	I choose not to participate and hope it will be optional going forward.
Vernon hills	No thank you	
Glenwood	No thank you	
Highland Lakes	No thank you	An ANNUAL charge should be only ONE (reduced rate) option (no, thank you). There should also be QUARTERLY plus (at a premium) pay-as-you-go options. Give the residents CHOICE!
Old Orchard	No thank you	
Pvi	No thank you	The price isn't lucrative enough. I currently have two homes here one pvl I live at one highland lakes I rent str. Trash pickup there isn't much more and my house in pvl I goto the dump which isn't much further than the town drop. I pay maybe \$15/mo for drop at the dump. I would use the town one if free and most rural areas in America offer town or county for free. I would support a free dumpster at the town center for Vernon residents just give everyone a swlpe card or hang tag
Vernon Valley Lake	No thank you	I am paying that much for pickup once a week for garbage and recycling every two weeks.
Glenwood	No thank you	
Glenwood	No thank you	
Glenwood	No thank you	
Glenwood	No thank you	
presidential section (Vernon)	No thank you	Only if part of our current taxes Way too expensive to make it worth it. I drop off all of my bags at scmua once per month for \$20.
Glenwood	Yes, absolutely	
Barry lakes	Yes, absolutely	The garbage is built into the Barry lakes lake dues. How would that work with this new drop off.
Glenwood	Yes, absolutely	Can we come more than once a week as long as we stay under our 7 bags total ?
Cedar Ridge	Yes, absolutely	No- thank you
Highland Lakes	Yes, absolutely	
Vernon	Yes, absolutely	
McAfee	Yes, absolutely	
Highland Lakes	Yes, absolutely	
Highland Lakes	Yes, absolutely	This would be amazing! Can it be pro-rated or paid quarterly for summer residents? Seven bags seems like way too much!
Highland lakes	Yes, absolutely	I would like to see it by the bag or a lower price and teir as I only produce about 1 bag a week. Plus as of now I get summer pick up included in my dues.
Sussex	Yes, absolutely	
Sussex	Yes, absolutely	
Glenwood - Vernon Valley Lake	Yes, absolutely	DEFINITELY worth it!
Glenwood	Yes, absolutely	Would you also have a compost bin?
McAfee	Yes, absolutely	
Off 517	Yes, absolutely	What times? Need times in the early evenings after work
Sussex	Yes, absolutely	Will you have late hours as most of the time when I get home from work the recycling center is closed. If I miss your one late night then I am stuck with garbage for another whole week as I cannot do Saturdays.
Vernon valley lake	Yes, absolutely	
Glenwood	Yes, absolutely	
Glenwood	Yes, absolutely	
Downtown	Yes, absolutely	
Glenwood	Yes, absolutely	
Highland Lakes	Yes, absolutely	
Senic lakes	Yes, absolutely	Is it open 7 days a week? Hours?
Glenwood	Yes, absolutely	Love the idea and would love to save on the insane amount of money Waste Management and Blue Diamond charge.
Glenwood	Yes, absolutely	
Sussex hills	Yes, absolutely	
Sussex	Yes, absolutely	
Sussex	Yes, absolutely	
Sussex	Yes, absolutely	
Lake wallkill road, 565 area	Yes, absolutely	

Near mt creek	Yes, absolutely	Seems a little high considering you have to still bring it there. We are a family of 5 and I go to the dump it costs me about \$13 every 2 weeks. The summer months it gets smelly and bugs very quick. Would recycling then be open daily?
Glenwood, Storm Estates	Yes, absolutely	
Sandhill road	Yes, absolutely	What are the rules...MUA looked at this and it was too expensive. 'I was the Chair' at the time
Highland lakes	Yes, absolutely	
By walnut ridge school	Yes, absolutely	29.00 a month is a good price. Don't go raising the after a year.
	515 Yes, absolutely	
Glen Harbor	Yes, absolutely	Will the only bags accepted be kitchen garbage bags? This would alleviate the struggles with garbage services and I would happily pay for this
Glenwood	Yes, absolutely	Must have convenient hours and be able to flow and not be a long inconvenient line
Highland Lakes	Yes, absolutely	
Lake Conway	Yes, absolutely	
VVL	Yes, absolutely	
Vernon proper	Yes, absolutely	
Glenwood	Yes, absolutely	Where will the garbage eventually be disposed? Are we creating a "dump" in Vernon? If so, I would NOT be interested in this service. Is thus only household garbage will it include leaves
Highland lakes	Yes, absolutely	
Rt 638	Yes, absolutely	
Highlandlakes	Yes, absolutely	
Highlandlakes	Yes, absolutely	
Pvi	Yes, absolutely	
McAfee	Yes, absolutely	
Pleasant Valley	Yes, absolutely	
High Breeze (Stockholm mailing)	Yes, absolutely	
The Summit	Yes, absolutely	
Glenwood	Yes, absolutely	10 bags weekly. But would be worth the yearly cost Would we be limited to 1 drop per week or multiple drops totaling no more than 7 bags? How will this be monitored? Bringing trash to the landfill is ridiculous, and my location makes it difficult to have home garbage pickup because of bears. Will this be Vernon center by the police station? Is the 350.00 paid yearly or monthly?
High Breeze	Yes, absolutely	
Sussex	Yes, absolutely	
	517 Yes, absolutely	
Highland Lakes	Yes, absolutely	
The Valley	Yes, absolutely	
Highland lakes	Yes, absolutely	I like the idea. At least residents would have another option for garbage disposal. How would it be monitored so the program does not get abused? Also would weekend hours be possible? I may use this service if it is available. I didn't want to put no because I don't want to rule it out. Thank you. I hope the residents of Vernon can get this as another option for garbage disposal.
Highlandlakes	Yes, absolutely	
Highland Lakes	Yes, absolutely	
HLCC	Yes, absolutely	
Glenwood	Yes, absolutely	
lake conway	Yes, absolutely	
Glenwood	Yes, absolutely	
Highland lakes	Yes, absolutely	Will it in the future raise our taxes more too?
Pleasant Valley Country Club	Yes, absolutely	
Lake Conway	Yes, absolutely	
Highland Lakes	Yes, absolutely	What about larger items, sofas etc This would be a great service as I pay way too much to Waste Management!
Vanderhoof Ct	Yes, absolutely	
Vernon valley lake	Yes, absolutely	
Near hidden valley	Yes, absolutely	
Highland Lakes	Yes, absolutely	
McAfee	Yes, absolutely	
Lake Conway	Yes, absolutely	
Vernon Valley	Yes, absolutely	
Highland Lakes	Yes, absolutely	I think this is a great idea. Hope it works out. Thank you Will you accept any bulk garbage as well?
Glenwood	Yes, absolutely	
On 565 by scenic lakes	Yes, absolutely	
Glenwood	Yes, absolutely	
Glenwood	Yes, absolutely	Please! Let's do this!

Glenwood	Yes, absolutely	I don't understand why it would be a set fee for up to 7 garbage bags . What if you live alone and only have one bag of trash per week ? Wouldn't a weight system be a better idea? Why should I pay the same as someone with 7 bags if I've got 1 or 2 ? That doesn't make sense really . I'd probably continue to go to Lafayette and pay per pound. But it's a good idea with the always rising cost if trash pick up .
07462	Yes, absolutely	No
Highland Lakes	Yes, absolutely	Definitely a lot cheaper than having your garbage picked up
Glenwood	Yes, absolutely	
Scenic lakes	Yes, absolutely	
Scenic Lakes	Yes, absolutely	
Scenic Lakes	Yes, absolutely	
Scenic Lakes	Yes, absolutely	
Hamburg - Senic Lakes	Yes, absolutely	
Scenic lakes	Yes, absolutely	
Hamburg scenic lakes	Yes, absolutely	
Scenic Lakes	Yes, absolutely	Would it be open later as we are on the other side of town? Saturday hours?
Hamburg/scenic Lakes	Yes, absolutely	
Highland Lakes	Yes, absolutely	
Scenic Lakes	Yes, absolutely	I understand garbage, but how do we dispose of recycles/cardboard?
glenwood	Yes, absolutely	would hope the drop off hours are conducive to working folks though. otherwise, not interested
Scenic Lakes	Yes, absolutely	
Highlandlakes	Yes, absolutely	Great service
Valley	Yes, absolutely	Where would the drop off location be? Would there be set day/hours or will it be available 24/7?
Glenwood	Yes, absolutely	When does it start?
Highland Lakes	Yes, absolutely	How would this fee be charged? How will you regulate the volume of garbage per household? How will you prevent non-paying residents dropping off recycling from also depositing trash?
Old orchard	Yes, absolutely	
Mayflower Estates	Yes, absolutely	Would this be available every day or only when recycling is open (4 times a week)? Would there be a discounted rate for seniors with little amounts (I usually have 1 13 gallon bag per week)?
Vernon Heights	Yes, absolutely	Pricing seems random. Will drop off be monitored by people and open 7 days? What will the hours be? What about bear control?
Palomino trail	Yes, absolutely	Great idea. Let's get it going.
High Ridge Estates	Yes, absolutely	This is a great idea! We would definitely participate.
Loundsberry	Yes, absolutely	How much to throw out extra.
Cliffwood Lake	Yes, absolutely	Could we pay monthly?
PVL	Yes, absolutely	
Highland Lakes	Yes, absolutely	I think this is a great idea and a benefit to the taxpayers of Vernon Twp
Highland Lakes	Yes, absolutely	\$350 would seem steep. If it were \$200-250, that would be more affordable
Highland Lakes	Yes, absolutely	
Glenwood mt rd	Yes, absolutely	
Hewitt	Yes, absolutely	Let's get this done! This will help with bears in trash, and i dont want to drive to the landfill.
Sussex	Yes, absolutely	The scuma hours are terrible and its inconvenient for people who aren't retired unless you drive past scuma. Im looking forward to this service becoming available asap!
Sussex	Yes, absolutely	
Highland Lakes	Yes, absolutely	
County Road 565	Yes, absolutely	Hours/days of operation
Sand Hill Rd	Yes, absolutely	I think this is a proactive move & helps those in this town living on a budget
Glenwood	Yes, absolutely	
Glenwood	Yes, absolutely	The site is closed on Mondays & Fridays. Will they be open on those days also?
Glenwood	Yes, absolutely	I would love to save the trip to Newton for SCUMA but \$350 is a little steep. \$250 would be better! Or if the \$350 does not need to be paid all at once and can be divided quarterly or better yet monthly!
Lake wallkill rd	Yes, absolutely	Drive weekly to the dump this would be a life changer!
County Rd 517	Yes, absolutely	I think this is a great idea!
By the George Inn	Yes, absolutely	
Highland Lakes	Yes, absolutely	
Highland lakes	Yes, absolutely	

Cedar Ridge	Yes, absolutely	Great deal thank you Size facility compared to the number of residence. Wondering if Vernon Recycling Center can accommodate for the vast amount of residents in Vernon.
Vernon	Yes, absolutely	
Highland Lakes	Yes, absolutely	
Highland lakes	Yes, absolutely	This would be an amazing service-very excited and hoping it works out
High Ridge off McPeck Road	Yes, absolutely	
VVL	Yes, absolutely	
21 Cedar Ridge Drive	Yes, absolutely	How is the town going to keep track of how many bags each person is dropping off
Route 517 by walnut ridge	Yes, absolutely	
Glenwood	Yes, absolutely	
Sussex	Yes, absolutely	Would this include dropping off recycling and cardboard as well?
Glenwood	Yes, absolutely	
By the schools- Samis rd	Yes, absolutely	
County road 517	Yes, absolutely	I would like to know what the hours are before confirming my decision. I also think it would be more reasonable to pay for drop off.
Lake Wanda	Yes, absolutely	
Sussex Hills	Yes, absolutely	
Highland Lakes	Yes, absolutely	Have real garbage pickup please!!!
Highland Lakes	Yes, absolutely	Love this idea, I'm all for it!!!
Lake wanda	Yes, absolutely	
Glenwood	Yes, absolutely	
By the Dairy Queen	Yes, absolutely	How did you decide on the \$350 fee? What would be the hours and 6 days of operations? For those who have cars and might put a couple of kitchen trash bags into black heavy duty contractors bags, how would that be counted?
Sussex	Yes, absolutely	
Vernon Valley Lake	Yes, absolutely	
Route 94 towards the NY/NJ borderline.	Yes, absolutely	weekend hours or one late night a week for people who work. Hours beyond the current recycling center would be great.
mayflower estates	Yes, absolutely	
Highland Lakes / Lake Wanda	Yes, absolutely	
Highland lakes	Yes, absolutely	What does household garbage consist of? Would this include everything that goes in the trash now? Would it be restricted to "kitchen" waste?
Old Orchard Section	Yes, absolutely	
GLENWOOD, New Jersey, 07418	Yes, absolutely	
McAfee	Yes, absolutely	Interested for Garbage and Recycle
Lake Conway	Yes, absolutely	
Route 515	Yes, absolutely	
Vernon	Yes, absolutely	Would this include bulk items (eg, tables, chairs, carpet ?)
Pleasant Valley	Yes, absolutely	
Highland lakes	Yes, absolutely	
Glenwood	Yes, absolutely	It can be seven bags what does that come out to per bag?
Highland lakes	Yes, absolutely	
Sussex side by lampost	Yes, absolutely	
Glenwood	Yes, absolutely	Great initiative!
Glenwood	Yes, absolutely	
Highland lakes	Yes, absolutely	
Glenwood	Yes, absolutely	This is the best idea. I take my garbage to dump in Lafayette. What would be your hours and would you only take bagged garbage?
Valley terrace. The neighborhood next to	Yes, absolutely	
Cedar Ridge	Yes, absolutely	
Highland Lakes	Yes, absolutely	Love this idea!!
Lake Coneay	Yes, absolutely	
Briar Drive	Yes, absolutely	
Sammis Rd	Yes, absolutely	When is this program looking a coming out?
Sammis Rd	Yes, absolutely	
Highland Lakes	Yes, absolutely	
Glenwood	Yes, absolutely	When does a new week start? Changes per family or week starts Monday for everyone. Etc. how are drop offs verified? By license, vehicle plates, a permit that will be issued? Etc.
565 by lake glenwood	Yes, absolutely	
Lake Conway	Yes, absolutely	
Lake Walkill area	Yes, absolutely	This would be just the 13 gallon bags? We couldn't drop off like 1 big black bag? Taxes are so high. We should definitely do this as it costs me 1,300 annually for garbage pickup
Highland lakes	Yes, absolutely	
515	Yes, absolutely	
Glenwood	Yes, absolutely	This would be just the 13 gallon bags? We couldn't drop off like 1 big black bag? Taxes are so high. We should definitely do this as it costs me 1,300 annually for garbage pickup
Town center	Yes, absolutely	
Highland Lakes	Yes, absolutely	
Vernon Valley Lake	Yes, absolutely	This would be just the 13 gallon bags? We couldn't drop off like 1 big black bag? Taxes are so high. We should definitely do this as it costs me 1,300 annually for garbage pickup
3 mango drive	Yes, absolutely	

Lake Pochung	Yes, absolutely	Would likely participate depending on clarifying details (schedule, how tracking works, etc) Interested in the limitations? We have a mother daughter home and typically have about 6 bags of garbage per week. What will the limits be? What about bulky items?
Highland Lakes	Yes, absolutely	
Glenwood	Yes, absolutely	
Glenwood Lake conway	Yes, absolutely Yes, absolutely	
Sussex	Yes, absolutely	Have many question on how this will actually work. Can't possibly ask them all here. Need more information
Drew Mountain Road (White Oak Drive) Glenwood	Yes, absolutely Yes, absolutely	I think \$350 is a little pricy considering it cost me about \$5 to dump 3-5 bags at SCUMA .. but maybe lessen the cost and lessen the amount of bags per household? No Great idea!! When do we start?!?
Drew Mountain	Yes, absolutely	
Hidden Valley Near Heaven Hill Glenwood	Yes, absolutely Yes, absolutely Yes, absolutely	
Sussex	Yes, absolutely	
Pleasant valley Glenwood	Yes, absolutely Yes, absolutely	This would be fantastic! We would do it. Any thoughts about single stream recycling? Please let me know as soon as this service is available, thank you! no concerns at this time
Sussex	Yes, absolutely	
Glenwood Sussex PVL Glenwood Pleasant valley lake	Yes, absolutely Yes, absolutely Yes, absolutely Yes, absolutely Yes, absolutely	
Glenwood	Yes, absolutely	
Pleasant Valley Lake	Yes, absolutely	Waste management is extremely expensive, increases prices every year. Your neighbors can be paying half the amount you are. Can it be 7 full size black garbage bags? Or the small white kitchen bags? Is it black garbage bags (contractor) or white kitchen bags? Will it be limited to the size of garbage bags?
Highland Lakes	Yes, absolutely	
Highland Lakes	Yes, absolutely	
Highland Lakes	Yes, absolutely	
Cedar Ridge	Yes, absolutely	1. What would be the availability of the drop off of garbage. 2. Where would all the garbage go once dropped off. What about contractor size bags ? How would this be billed? My concern is not enough dumpster space, would the setup be like the dump with a raised platform and an open rolloff container to dump into? Can you make monthly payments or pay as. You drop off?
Glenwood	Yes, absolutely	
town center	Yes, absolutely	
Highland lakes	Yes, absolutely	
Drew Mountain Rd Glenwood Glenwood - Vernon Valley Lake	Yes, absolutely Yes, absolutely Yes, absolutely	Can you bring garbage any day mon through Friday? Will I be able to recycle also at all those open hours? Great idea; I have heard of difficulties with customers returning the green bins to WM and being charged additionally. There may be an uptick in this situation.
Vernon near main st	Yes, absolutely	
Silver Fox Lane, Sussex side of town	Yes, absolutely	
Vernon Valley Lake	Yes, absolutely	
McAfee Sussex hills Highland Lakes Glenwood 10 Zinnia Dr Vernon Valley Lake Cedar Ridge Lake Wanda	Yes, absolutely Yes, absolutely Yes, absolutely Yes, absolutely Yes, absolutely Yes, absolutely Yes, absolutely Yes, absolutely	Is this service including recycling? Would help to know what the hours would be, SCMU is open Saturdays and that is when I Go. Vernon's per year cost would be higher yet more convenient. LOVE THIS IDEA! I drive to the dump twice a week because we have nowhere to store garbage!
Pochuck, Sussex, Lake Wallkill area.	Yes, absolutely	
lake wallkil	Yes, absolutely	
vernon valley Wallkill road Lake Wallkill Glenwood Glenwood Glenwood Highland Lakes Lake Wanda	Yes, absolutely Yes, absolutely Yes, absolutely Yes, absolutely Yes, absolutely Yes, absolutely Yes, absolutely Yes, absolutely	
		Would absolutely love this service What size is considered a household bag? Please send notification upon availability. No None

Pleasant valley lake	Yes, absolutely	No
Pleasant valley lake	Yes, absolutely	
PVL	Yes, absolutely	
Lake walkkill rd	Yes, absolutely	What type of bags? Could you bring a garbage can to be emptied?
Cedar ridge	Yes, absolutely	Love this
Like Conway	Yes, absolutely	Would this price increase throughout the year?
Rt 638	Yes, absolutely	When you say "household bags," do you mean the 13 gallon kitchen trash can size? Or the heavier 30 gallon black trash bags?
Lake conway	Yes, absolutely	
Highland Lakes	Yes, absolutely	
McAfee	Yes, absolutely	
	515 Yes, absolutely	Can be convenient for the taxpayers but not right for households or apartments that are not paying local taxes
Valley	Yes, absolutely	
Sussex (white oak drive)	Yes, absolutely	This would be a great help for us on social security
Drew mtn. Road	Yes, absolutely	
Barry Lakes (neighborhood not part of lake	Yes, absolutely	
Pleasant Valley Lake	Yes, absolutely	
Highland lakes nj	Yes, absolutely	
Sunset Ridge	Yes, absolutely	
Lake walkkill road	Yes, absolutely	The recycling center needs to be open at night and longer on Saturday. Otherwise 350-450 people will be trying to drop off their garbage on Saturday
Highland Lakes	Yes, absolutely	Sounds like a good idea.
Highland Lakes	Yes, absolutely	A discount for senior citizens should be considered .
highland Lakes	Yes, absolutely	
Mourdaunt rd	Yes, absolutely	
Glenwood	Yes, absolutely	Fees closer to \$300 a year (\$25 a month) would be preferable, but I understand the \$350 amount is probably a ballpark amount, subject to how many people sign up for this service. Hope it becomes available!
Lake Conway	Yes, absolutely	None
Lake Conway	Yes, absolutely	None
Glenwood Area	Yes, absolutely	I think this would be a fantastic alternative for all of the residents in Vernon! highland lakes only pays for summer garbage pick up. we are responsible for paying for either waste management or blue diamond. Cost is around \$165 per quarter. Lafayette is just out of the way to dump garbage each week and my family uses the recycle center for our recycles so it would be so convenient to drop of recycles and garbage once per week
highland lakes	Yes, absolutely	I think its a great idea and it gives those that sign up a little break on what haulers are charging.
Sun Valley Estates.	Yes, absolutely	
Glenwood	Yes, absolutely	
Wilke Way, off 515, by Lake Conway	Yes, absolutely	
Highland Lakes	Yes, absolutely	
Highland Lakes	Yes, absolutely	I don't appreciate our Mayor, not being aware that lake communities DO NOT get year round trash removal included in our dues. Where does he live, that he is so woefully unaware of this?
9 White Swan Lane	Yes, absolutely	None
Sussex	Yes, absolutely	What do we do with recycle?
Vernon Valley Lake	Yes, absolutely	
Sussex	Yes, absolutely	
Lake Conway	Yes, absolutely	

Conway lake	Yes, absolutely	As a sabbath keeper I would not be able to drop off from Friday sundown to Saturday sundown so I would prefer a late night open option. My other concern is half the time I go to the recycling center I do find nails and screws on the ground, so the increase of getting a flat tire will increase and the money I save may go into buying new tires. Otherwise it is a good idea by the mayor helping the residents in a practical way save money. The guy there is very helpful at the recycling center and the people that use the service try to get rid of items as soon as possible in a safe manner. The other concern is the amount of volume of garbage! Can the recycling center deal with all that trash and the increase traffic. Maybe people can use the recycling service, and whatever is not recycled can be trash, and food can go into worm bins and the town can sell the compost back to the residents at an affordable price the the community. Other townships use worm bins or compost bins to lower the garbage load and keep rodents away. I freeze all leftovers until garbage day.
Old Orchard	Yes, absolutely	Is the \$350 an estimate? When would it take effect
5 Dorchester Drive	Yes, absolutely	This would be a great way to get rid of our garbage at a much cheaper price! I have 2 bags of garage every 2 weeks, the rest I recycle....the rates should be lower for smaller quantity of bags.
Carol Drive	Yes, absolutely	Great proposal, I think many will sign up. No
old orchard	Yes, absolutely	
Near twn center	Yes, absolutely	
Glen Harbor	Yes, absolutely	
Highland lakes	Yes, absolutely	
Owens	Yes, absolutely	
Sussex, by the LampPost	Yes, absolutely	This would be a big help financially! We have switched services over the years, but we only have two real options, and the cost keeps going up and up every quarter. Is it more of an inconvenience to bring the garbage ourselves, yes, but we would be very happy to pay a once a year fee that would save us money.
Near top of Drew Mountain Rd and Rt 565	Yes, absolutely	
PVL	Yes, absolutely	
Mac Affee	Yes, absolutely	
Scenic lakes	Yes, absolutely	
Highland Lakes	Yes, absolutely	
Highland Lakes	Yes, absolutely	We presently have trash pickup in HL only during the summer months even though we are year around residents. We handle our trash in another way for the remainder of the year. This proposed option seems to be an economical option for trash pickup for us. We do not generate a lot of trash because we compost, recycle, repurpose, etc. THANK YOU so much for considering this additional service to us Vernon residents...much appreciated!
On Stratfordshire Drive off of Lake Wallkill	Yes, absolutely	
McAfee	Yes, absolutely	With SCMUA prices for pickup going sky high this would be a great help. Hope it goes through
Lounsberry Hollow Road	Yes, absolutely	
McAfee	Yes, absolutely	
Lake Wanda	Yes, absolutely	This would be amazing . I would 99 participate
Butternut Drive	Yes, absolutely	This is a great alternative to a once a week garbage pick up
Highland lakes	Yes, absolutely	With the problem of bears and other wild life my current garbage pick up of once a week is terrible!! I would love to be able to drop my garbage off!
Glenwood	Yes, absolutely	
Glenwood	Yes, absolutely	
Highland lakes	Yes, absolutely	
Town center	Yes, absolutely	Would there be an additional late night (besides Wednesday) to drop off garbage?
Glenwood	Yes, absolutely	
Lake conway	Yes, absolutely	
Glenwood	Yes, absolutely	No
		310 Yes 110 No



December 4, 2025
09:45 AM

Township of Vernon
Check Register By Check Date

Page No: 1

Range of Checking Accts: First to Last Range of Check Dates: 11/20/25 to 12/03/25
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING			
65004	11/21/25	ACMEM005 ACME MARKETS, INC			639
		25-00056 Senior Center Programs	98.47		
		25-00064 Rec Programs	37.45		
		25-01424 Township Event Supplies	44.90		
			180.82		
65005	11/21/25	AIRGR005 AIRGROUP LLC			639
		25-01421 EMERGENCY-BOILER REPAIR POLICE	355.50		
		25-01463 EMERG-NO HEAT MB	841.50		
			1,197.00		
65006	11/21/25	ALEXA010 ANTHONY ALEXANDER JR			639
		25-01484 BOOT REIMBURSEMENT	150.00		
65007	11/21/25	ALLIE020 ALLIED OIL			639
		25-00092 Municipal Gas & Diesel Fuel	1,786.86		
65008	11/21/25	ALYSS005 Alyssa Myhren			639
		25-01499 release of driveway bond	2,000.00		
65009	11/21/25	AMAZO005 AMAZON.COM SERVICES LLC			639
		25-00012 Police Supplies	141.47		
		25-00058 SC Programs	42.76		
		25-00067 Rec Programs	271.97		
		25-00263 VARIOUS FLEET ITEMS	215.00		
		25-01420 GENERIC BRAND TONER	105.98		
			777.18		
65010	11/21/25	ARKELO05 ARKEL MOTORS INC			639
		25-00241 PARTS TO REPAIR INTER'L TRKS	246.88		
65011	11/21/25	AUSTIO05 AUSTIN FRANK			639
		25-01480 TOOL REIMBURSEMENT	158.79		
65012	11/21/25	BASSA005 BASSANI POWER EQUIPMENT			639
		25-00267 PARTS TO REPAIR SCAG MOWERS	74.79		
65013	11/21/25	BOLES005 ALLAN BOLES			639
		25-00073 DJ Services SC Events	250.00		
65014	11/21/25	BRIMA005 BRIMAR & SON PLUMBING & HEATIN			639
		25-01289 washer/dryer plumbing work	975.00		
65015	11/21/25	CAMPB020 CAMPBELL FREIGHTLINER, LLC			639
		25-00192 PARTS TO REPAIR FIRE TRUCKS	60.16		
65016	11/21/25	CANNI005 THE CANNING GROUP LLC			639
		25-00094 QPA Services	875.00		

December 4, 2025
09:45 AM

Township of Vernon
Check Register By Check Date

Page No: 2

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
65017	11/21/25	CAROL010 Carolyn Barton			639
25-00904		SC Yoga Classes	200.00	Charged to Senior Trust	
65018	11/21/25	CAROL015 Carol Stelmach			639
25-01440		100 % EXEMPT VET - 2025 REFUND	3,082.60		
65019	11/21/25	CINTA005 CINTAS CORPORATION NO 2		11/21/25 VOID	0
65020	11/21/25	CINTA005 CINTAS CORPORATION NO 2			639
25-00302		Janitorial Supplies	425.26		
25-00374		UNIFORM EXPENSE	1,130.83		
25-01411		Municipal AED Maintenance	424.00		
			1,980.09		
65021	11/21/25	CLUTC005 DOVER BRAKE & CLUTCH			639
25-00197		PARTS TO REPAIR VES VEHICLES	153.31		
25-00198		PARTS TO REPAIR DPW VEHICLES	2,686.04		
			2,839.35		
65022	11/21/25	CUSTO005 CUSTOM BANDAG INC			639
25-00194		VARIOUS TIRES VES VEHICLES	3,198.02		
65023	11/21/25	DECEG005 STEVEN DECEGLIA			639
25-01459		BOOT REIMBURSEMENT	150.00		
65024	11/21/25	ELIZA005 ELIZABETHTOWN GAS CO			639
25-00096		Municipal Gas Services	928.88		
65025	11/21/25	ENTER020 ENTERPRISE FLEET MANAGMENT, INC			639
25-00081		Admin Lease Vehicles	1,356.76		
65026	11/21/25	FASTE005 FASTENAL COMPANY			639
25-00202		RE-STOCKING OF SAFETY VEND MAC	261.16		
65027	11/21/25	FIREF010 FIREFIGHTER ONE LLC			639
25-01035		intake valves	4,526.08		
25-01430		facepiece 4-strap small mask	1,772.08		
25-01471		carburetor for honda tnt pump	192.88		
			6,491.04		
65028	11/21/25	FIREH005 Fire House Innovations LI Inc			639
25-01209		multi-force door	8,520.00		
65029	11/21/25	FIRST095 First Priority Emerg. Vehicles			639
25-00239		FOR PARTS TO REPAIR VES VEH	492.86		
65030	11/21/25	GIANA005 MARCY GIANATTASIO			639
25-01447		Zoom Webinar 10/25/25-11/24/25	68.23		
65031	11/21/25	GLOBA010 GLOBAL RENTAL			639
25-01266		BUCKET TRUCK WITH POLE SAW	182,816.00		

December 4, 2025
09:45 AM

Township of Vernon
Check Register By Check Date

Page No: 3

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
65032	11/21/25	HANSM005 Han & Smith			639
25-00591	2025	Prosecutor Services	2,625.00		
65033	11/21/25	HAROL005 HAROLD E PELLOW AND ASSOC, INC			639
25-00048	2025	LUB Engineer Blanket PO	652.50		
65034	11/21/25	HENDE010 HENDERSON PRODUCTS, INC			639
24-01004		TO REPLACE DUMP BODIES 64&77	42,304.00		
65035	11/21/25	HERAL005 NEW JERSEY HERALD			639
25-00082		Legal Advertising - Admin	7.75		
65036	11/21/25	INFIN005 INFINITY CREATIVE ARTS			639
25-00343		Rec Event Signs and Banners	173.70		
65037	11/21/25	JCALD005 J. CALDWELL & ASSOCIATES LLC			639
25-00047	2025	LUB Planner Blanket PO	450.00		
25-01492		Planner -Housing & Fair Share	2,212.50		
			2,662.50		
65038	11/21/25	JEMEL005 JEM ELECTRIC LLC			639
25-01460		EMERG-HAND DRYERS SMOKING MG	205.00		
65039	11/21/25	KRAFT010 KRAFT POWER CORP			639
25-00178		GENERATOR MAINT	1,900.00		
65040	11/21/25	LAWSO010 LAWSON PRODUCTS			639
25-00213		VARIOUS SHOP SUPPLIES	152.65		
65041	11/21/25	LOEFF005 LOEFFEL'S WASTE OIL SERVICE LL			639
25-00118		FOR USED OIL RECYCLING	1,098.90		
65042	11/21/25	MCAFE010 MC AFEE HARDWARE CO., INC.			639
25-00126		SIGN SUPPLIES	75.06		
25-00181		PARKS SUPPLIES	217.19		
25-00216		VARIOUS HARDWARE NEEDS	28.99		
			321.24		
65043	11/21/25	MCICO010 MCI COMMUNICATION SERVICES			639
25-01490		Municipal Phone Serv Long Dist	512.51		
65044	11/21/25	MCMAN005 MC MANIMON SCOTLAND & BAUMANN,			639
25-01485		Legal - Legends Appraisal	1,027.00		
25-01486		THETA DRIVE REDEVELOPMENT	1,131.48		
			2,158.48		
65045	11/21/25	MOBIL010 MOBILE CONTAINER SERVICE, INC			639
25-01273		REPAIR RECYCLING CONTAINERS	23,173.02		
65046	11/21/25	MONTA015 MONTAGUE TOOL & SUPPLY			639
25-00220		PARTS TO REPAIR SMALL ENGINES	69.11		

December 4, 2025
09:45 AM

Township of Vernon
Check Register By Check Date

Page No: 4

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
65047	11/21/25	MUA00005 VERNON TWP MUA			639
	25-01457	Sewer Fees Municipal Building	3,735.40		
65048	11/21/25	NAVRIO05 NAVRIZ DOORS INSTALLATION & RE			639
	25-01222	BATHROOM DOOR REPLACEMENT MG	3,170.68		
	25-01455	BATTERY RELAY HANDICAP DOOR	965.00		
			4,135.68		
65049	11/21/25	NJDMV005 NJDMVC			639
	25-01456	TITLE BUCKET TRUCK	60.00		
65050	11/21/25	NJMEB005 NJMEBF			639
	25-01475	November 2025	310,660.00		
65051	11/21/25	NORTH015 NORTH EAST PARTS GROUP LLC			639
	25-00223	PARTS TO REPAIR DPW VEHICLES	189.34		
65052	11/21/25	NORTH045 NORTH JERSEY TRUCK CENTER INC			639
	25-00225	PARTS TO REPAIR DPW VEHICLES	499.99		
65053	11/21/25	NRGBU005 NRG BUSINESS MARKETING			639
	25-01491	ETown gas Co-op Oct 2025	325.92		
65054	11/21/25	OPTIM005 Optimum			639
	25-00008	Police Cable	9.95		
	25-01472	Municipal Cable Services Nov	34.85		
			44.80		
65055	11/21/25	PGAUT005 P&G AUTO INC.			639
	25-00224	PARTS TO REPAIR FORD VEHICLES	261.00		
65056	11/21/25	PITNE020 Pitney Bowes - Purchase Power			639
	25-01425	Postage Meter Fee	89.38		
65057	11/21/25	PLANE005 PLANET NETWORKS			639
	25-00378	Municipal Phone Service 2025	3,149.20		
65058	11/21/25	POWER020 POWER PLACE INC.			639
	25-00737	PARTS TO REPAIR J DEERE TRACTO	57.80		
65059	11/21/25	PROFE025 PROFESSIONAL TECHNOLOGY SERVIC			639
	25-00489	EMERGENCY-COMPACTOR REPAIR	520.81		
65060	11/21/25	RERSU005 RER SUPPLY, LLC			639
	25-00445	TOP SOIL FOR PARKS	130.00		
65061	11/21/25	ROLAN015 Roland shubert			639
	25-01461	2025/MUNICIPAL COURT	180.00		
65062	11/21/25	SHERW005 SHERWIN WILLIAMS COMPANY			639
	25-00130	SIGN SUPPLIES	227.95		

December 4, 2025
09:45 AM

Township of Vernon
Check Register By Check Date

Page No: 5

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
65063	11/21/25	STAPL010 Staples Contract & Commercial			639
25-01409		ORANGE PAPER	41.01		
65064	11/21/25	STORR005 STORR TRACTOR CO.			639
25-01040		TO REPLACE WORN ITEMS GROOMER	38.28		
65065	11/21/25	SUEZW005 VEOLIA WATER NEW JERSEY, INC.			639
25-00098		Blanket - water Serv 21 Church	807.74		
65066	11/21/25	SUSSE080 SUSSEX COUNTY CLERK			639
25-01340		RECORDING OF MUNICIPAL CERTS	184.00		
65067	11/21/25	SUSSE095 SUSSEX COUNTY M.U.A.			639
25-00123		PLASTIC RECYCLING	71.50		
25-00325		GARBAGE DISPOSAL	617.09		
25-00629		BULKY WASTE DAY	4,137.50		
			4,826.09		
65068	11/21/25	TELEP005 WARWICK VALLEY TELEPHONE			639
25-00009		Police Livescan	168.04		
25-00010		Police Digital Radio	156.08		
25-00100		Municipal Phone Service	731.71		
			1,055.83		
65069	11/21/25	USBAN025 U.S. BANK NATIONAL ASSOCIATION			639
25-00085		Ricoh Map Copier Lease 2025	428.56		
65070	11/21/25	VALLE010 VALLEY PAINT & HARDWARE			639
25-00184		SUPPLIES B&G	9.52		
65071	11/21/25	VERAL005 V.E. RALPH & SON, INC			639
25-01362		VEMS Supplies	2,850.00		
65072	11/21/25	VERIZ010 VERIZON WIRELESS			639
25-00027		Police MDT	622.87		
65073	11/21/25	VERIZ035 VERIZON CONNECT FLEET USA LLC			639
25-00026		Police GPS	217.40		
65074	11/21/25	VERNO075 VERNON SENIOR RECREATION			639
25-00061		SC Programs	64.31		
65075	11/21/25	VERNO120 VERNON TWP BOARD OF EDUCATION			639
25-01501		NOV Current & Debt Serv 2025	2,099,771.64		
65076	11/21/25	VERNO130 VERNON TWP FIRE DEPARTMENT			639
25-01473		september 2025 reimbursements	1,235.29		
65077	11/21/25	VERNO205 VERNON VALLEY AUTO BODY, INC			639
25-01319		PATROL CAR CLAIM FOR REPAIR	5,077.23		

December 4, 2025
09:45 AM

Township of Vernon
Check Register By Check Date

Page No: 6

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
65078	11/21/25	VISIO005 VISION SERVICE PLAN			639
25-01476	November 2025		2,100.47		
65079	11/21/25	WASTE010 Wastequip Manufacturing Comp.			639
25-01182	SELF CONTAIN COMPACTOR		31,965.00		
65080	11/21/25	WBMA005 W B MASON CO INC		11/25/25 VOID	639 (Void Reason: Wrong dollar amount)
25-01068	GREEN PAPER		69.93		
25-01072	RUBBER FINGER TIP		2.10		
25-01278	OFFICE SUPPLIES		261.01		
			333.04		
65081	11/21/25	WEINE005 WEINER LAW GROUP LLP			639
25-00045	2025 LUB Attorney Blanket PO		924.00		
65082	11/21/25	WELDO005 WELDON ASPHALT CO.			639
25-00245	ASPHALT		7,691.19		
65083	11/21/25	WELLS050 WELLS FARGO VENDOR FINANCIAL			639
25-00089	Copier Lease Clerk Office		184.43		
65084	11/21/25	YOUNG005 DANIEL B. YOUNG			639
25-00905	Conf Reimbursment		167.35		
65085	11/25/25	WBMA005 W B MASON CO INC			640
25-01068	GREEN PAPER		69.23		
25-01072	RUBBER FINGER TIP		2.10		
25-01278	OFFICE SUPPLIES		261.01		
			332.34		
Checking Account Totals					
		Paid	Void	Amount Paid	Amount Void
	Checks:	80	2	2,783,995.65	333.04
	Direct Deposit:	0	0	0.00	0.00
	Total:	80	2	2,783,995.65	333.04
12-001		PLANNING/ZONING			
4618	11/20/25			11/20/25 VOID	636 (Void Reason: no vendor listed)
4619	11/20/25	JCALD005 J. CALDWELL & ASSOCIATES LLC			636
25-01497	various lub payments 11/20/25		6,695.00		
4620	11/20/25	WEINE005 WEINER LAW GROUP LLP			636
25-01498	various lub payments 11/20/25		1,769.00		
4621	11/20/25	HAROL005 HAROLD E PELLOW AND ASSOC, INC			637
25-01496	various lub payments 11/20/25		6,383.90		
4622	11/20/25	ROSEM010 Rosemark Realty, LLC			638
25-01500	release of escrow		4,581.92		

December 4, 2025
09:45 AM

Township of Vernon
Check Register By Check Date

Page No: 7

Check #	Check Date	Vendor	Reconciled/Void		Ref Num
PO #	Description	Amount Paid			Contract
12-001	PLANNING/ZONING	Continued			
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	4	1	19,429.82	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	4	1	19,429.82	0.00
22-001	PAYROLL AGENCY				
4969	11/25/25 AFSCM005 A.F.S.C.M.E., NEW JERSEY COUNC				641
	25-01541 november 2025			1,232.84	
4970	11/25/25 LOCAL005 P.B.A. LOCAL 285				641
	25-01540 nov 2025			1,650.00	
4971	11/25/25 LOCAL010 U.A.W. LOCAL 2326				641
	25-01539 nov 2025			640.00	
4972	11/25/25 POLIC005 POLICE AND FIREMAN'S INS. ASSO				641
	25-01538 november 2025			98.34	
4973	11/25/25 TRANS015 TRANS WORLD ASSURANCE COMPANY				641
	25-01542 nov 2025			920.00	
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	5	0	4,541.18	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	5	0	4,541.18	0.00
Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	89	3	2,807,966.65	333.04
	Direct Deposit:	0	0	0.00	0.00
	Total:	89	3	2,807,966.65	333.04

December 4, 2025
09:45 AM

Township of Vernon
Check Register By Check Date

Page No: 8

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	5-01	2,477,527.02	0.00	0.00	2,477,527.02
CAPITAL FUND	C-04	298,901.18	0.00	0.00	298,901.18
ESCROW	E-12	19,429.82	0.00	0.00	19,429.82
GRANT FUND	G-02	4,137.50	0.00	0.00	4,137.50
OTHER TRUST	T-14	3,429.95	0.00	0.00	3,429.95
PAYROLL	T-22	4,541.18	0.00	0.00	4,541.18
Year Total:		7,971.13	0.00	0.00	7,971.13
Total of All Funds:		2,807,966.65	0.00	0.00	2,807,966.65

TOWNSHIP OF VERNON

RESOLUTION #25-304

**RESOLUTION OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE
OF NEW JERSEY, AWARDDING BID #8-2025 DPW - FLOORING SERVICES**

WHEREAS, the Township public advertised and sought bids for Bid #8-2025 DPW Flooring Services Bid, in a fair and open manner, consistent with N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township received and opened bids on November 21, 2025, at 11:00A.M., wherein the Township received one (1) bid, to wit:

LUMP SUM	TOTAL BID
George Koustas Painting and construction	\$28,000.00
Wallkill Group, Inc	\$89,000.00

;and

WHEREAS, the bid submitted by George Koustas Painting and Construction, 70 Beechwood Ave., West Long Branch, N.J. 07764, was determined to be the lowest responsible bidder in accordance with N.J.S.A. 40A:11-4A.

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

The bid submitted by George Koustas Painting and Construction, 70 Beechwood Ave., West Long Branch, N.J. 07764, is hereby awarded Bid #8-2025 DPW Flooring Services, in the amount of \$28,000.00.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their regular meeting held on December 8, 2025 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

[illegible]

CONTRACT FOR

**Bid #8-2025 DPW FLOORING SERVICES
VERNON TOWNSHIP**

THIS CONTRACT made the ____ day of _____ 2025

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

George Koustas Painting and Construction, 70 Beechwood Ave., West Long Branch, N.J. 07764

, hereinafter called the CONTRACTOR;

WHEREAS, the OWNER requires the project known as 8-2025 DPW FLOORING SERVICES BID, as per specifications and drawings contained within bid packet, 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 Bid# 8-2025 and drawings, specifications and documents referred to therein, if applicable;
- c. Bonds as required by bid instruction, if applicable;
- d. 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:

Twenty Eight Thousand, Dollars and Zero Cents, (\$28,000.00)

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 five (5) calendar days after receiving notice to proceed from the OWNER. The CONTRACTOR shall complete all work required by this Contract within 20 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.

P.L. 2021, c. 301 requires a contractor submitting the lowest bid for a contract that is subject to the Prevailing Wage Act, if that bid is 10 percent or more lower than the next lowest bid, to certify to the public body that the prevailing wage rates required by the Act shall be paid. If the bidder does not provide the certification prior to the award of the contract, the public body shall award the contract to the next lowest responsible and responsive bidder.

Further, P.L. 2021, c. 301 also amended N.J.S.A. 34:11 -56.27 to require that any contract for public work expressly stipulate that workers performing work under the contract shall not be paid less than the required prevailing wage rate. Contractors and their sureties shall be liable to the public body, any lessee to whom the public body is leasing a property or premises or to any lessor from whom the public body is leasing or will be leasing a property or premises, for any excess costs occasioned by the termination of their right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages.

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)

TOWNSHIP OF VERNON

RESOLUTION #25-305

TRANSFER RESOLUTION- BALANCE TRANSFERS

WHEREAS, the Township of Vernon Municipal Budget requires certain modifications to cover potential expenses that may occur in excess of the original budget;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Vernon that the following Transfer of Appropriations in the 2025 Municipal Budget in accordance with N.J.S.A 40A-58/59 are hereby approved.

ACCOUNT	TRANSFER OUT	TRANSFER IN
FROM CURRENT FUND:		
FINANCE – S&W	30,000.00	
MAINTENANCE OF PARKS – S&W	50,000.00	
ANIMAL CONTROL – S&W	10,000.00	
TO: CURRENT FUND		
FINANCE – O/E		5,000.00
CLERK – S&W		4,000.00
AUDIT SERVICES – O/E		18,000.00
TAX COLLECTOR – S&W		3,000.00
POLICE – O/E		20,000.00
RADIO COMMUNICATIONS – S&W		10,000.00
ROAD REPAIRS & MAINT. – S&W		30,000.00
TOTAL TRANSFERS	90,000.00	90,000.00

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their regular meeting held on December 8, 2025 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #25-306

RESOLUTION APPOINTING FUND COMMISSIONER

WHEREAS, the Township of Vernon (hereinafter “Local Unit”) is a member of the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 *et seq.*; and

WHEREAS, the Fund’s Bylaws require participating members to appoint a Fund Commissioner;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Vernon, that Tina Kraus, is hereby appointed as the Fund Commissioner for the Local Unit for the Fund year 2026; and

BE IT FURTHER RESOLVED that Irene Mills, is hereby appointed as the Alternate Fund Commissioner for the Local Unit for the Fund Year 2026; and

BE IT FURTHER RESOLVED that the Local Unit’s Fund Commissioner is authorized and directed to execute all such documents as required by the Fund.

Name of Entity: Township of Vernon

By: _____
Anthony Rossi, Mayor

ATTEST:

Marcy Gianattasio, RMC

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 December 8, 2025 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #25-307

RESOLUTION APPOINTING RISK MANAGEMENT CONSULTANT

WHEREAS, the Township of Vernon (hereinafter “Local Unit”) has joined the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 *et seq.*; and

WHEREAS, the Bylaws require participating members to appoint a Risk Management Consultant, as those positions are defined in the Bylaws, if requested to do so by the “Fund”; and

WHEREAS, the Local Unit has complied with relevant law with regard to the appointment of a Risk Management Consultant; and

WHEREAS, the “Fund” has requested its members to appoint individuals or entities to that position.

NOW, THEREFORE, BE IT RESOLVED by the governing body of “Local Unit”, in the County of Sussex and State of New Jersey, as follows:

1. The Township of Vernon hereby appoints Professional Insurance Associates as its local Risk Management Consultant.
2. The Mayor of the Township of Vernon and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant’s Agreement for the year 2026.

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 December 8, 2025 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

STATEWIDE INSURANCE FUND
RISK MANAGEMENT CONSULTANT'S AGREEMENT

2026 Fund Year

THIS AGREEMENT entered into this _____ day of _____ 20____, among the Statewide Insurance Fund ("FUND"), a joint insurance fund of the State of New Jersey, _____ ("MEMBER") and _____ ("RISK MANAGEMENT CONSULTANT") through a fair and open process, pursuant to N.J.S.A.19:44A-20.4.

WHEREAS, the CONSULTANT has offered to the MEMBER professional risk management consulting services as required by the Bylaws of the FUND; and

WHEREAS, the CONSULTANT has advised the FUND that he/she is familiar with the terms, conditions and operations of the FUND; and

WHEREAS, the MEMBER desires these professional services from the CONSULTANT; and

WHEREAS, the MEMBER has complied with relevant law in regard to the appointment of a Risk Management Consultant; and

WHEREAS, the Bylaws of the FUND require that members engage a CONSULTANT and that the CONSULTANT comply with certain requirements set forth therein.

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - (a) assist in evaluating the MEMBER'S exposures and advise on matters relating to the Member's operation and coverage.
 - (b) explain to the MEMBER, or its representatives, the various coverages available from the FUND.
 - (c) explain to the MEMBER, or its representatives, the terms of the member's commitment and obligations to the FUND.
 - (d) explain to the MEMBER, or its representatives the operation of the FUND.

- (e) prepare applications, statements of values, etc., on behalf of the MEMBER, if required by the FUND.
- (f) review the MEMBER'S assessment and assist in the preparation of the MEMBER'S insurance budget.
- (g) review losses and engineering reports and provide assistance to the MEMBER'S safety committee, if required.
- (h) assist in the claim settlement process, if required, by MEMBER or FUND.
- (i) attend the majority of meetings of the Fund Commissioners or Executive Committee, if requested, and perform such other services as required by the MEMBER or the FUND.
- (j) comply with the obligations imposed upon Risk Managers in the FUND's Bylaws.
- (k) act in good faith and fair dealing to the FUND.
- (l) perform other duties for the FUND as may be required from time to time by the FUND.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- (a) The CONSULTANT shall be paid by the FUND, on behalf of the MEMBER, a fee as compensation for services rendered. Said fee, an apportionment of the MEMBER's assessment: 6% of workers' compensation (excluding any fees, PLIGA, and loss ratio apportionment); 7.5% of non WC assessment (excluding any fees, PLIGA, and loss ratio apportionment);
- (b) The CONSULTANT shall be entitled to compensation for services provided during any calendar year only if the CONSULTANT has been appointed and holds the position of Risk Management Consultant, as of January 31 of the said calendar year for counties and municipalities holding general elections and July 30 for municipalities holding regular elections.
- (c) For any insurance coverages authorized by the MEMBER to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee set forth in 2(a).
- (d) If the MEMBER shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the MEMBER a fee at a rate to be negotiated by the parties.

3. The term of this Agreement shall be from **January 1, 2026 to January 1, 2027**. However, this Agreement may be terminated by either party at any time by mailing to the other thirty (30) days written notice, certified mail return receipt.
4. The CONSULTANT shall comply with all laws applicable to producers who provide insurance products to public entities and shall comply with all applicable statutes and regulations relating to joint insurance funds.
5. The CONSULTANT agrees to comply with all affirmative action laws applicable in accordance with Exhibit A and to submit all necessary documentation establishing compliance within seven (7) days of this Agreement.

ATTEST:

Member Representative

ATTEST:

Risk Management Consultant Corporate Officer

ATTEST:

Statewide Insurance Fund Chairperson

**EXHIBIT A
STATEWIDE INSURANCE FUND**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

The successful professional service entity shall submit to the Statewide Insurance Fund, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of a completed Employee Information Report (Form AA302) provided by the Division of Contract Compliance and completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Statewide Insurance Fund during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____
Risk Management Consultant

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____

TOWNSHIP OF VERNON

RESOLUTION #25-308

RESOLUTION AUTHORIZING LEASING OF CERTAIN VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH SOURCEWELL NATIONAL COOPERATIVE #060618-EFM THROUGH ENTERPRISE FLEET MANAGEMENT SERVICES INC. (Quote No. 9387254)

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

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

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

WHEREAS, the Township of Vernon has the need to procure certain vehicles through lease program for Township services in accord with the Local Publics Contract Law N.J.S.A. 40A:11-1 et. Seq., and;

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

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

WHEREAS, the equipment and corresponding Sourcewell National Cooperative contract is #060618-EFM for Enterprise Fleet Management Services Inc.; and

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

WHEREAS, the quoted cost under the Sourcewell National contract is \$67,112.40 (Quote No. 9387254); and

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

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their regular meeting held on December 8, 2025 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



FLEET
MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 9387254

Prepared For: Township Of Vernon - DPW
Ribello, Peter

Date 10/21/2025
AE/AM MKC/SSI

Unit #

Year 2026 Make Ford Model F-350

Series XL 4x4 SD Regular Cab 8 ft. box 142 in. WB SRW

Vehicle Order Type Ordered Term 60 State NJ Customer# 609429

\$ 57,623.00	Capitalized Price of Vehicle ¹
\$0.00 *	Sales Tax <u>0.0000%</u> State <u>NJ</u>
\$ 159.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$0.00	Taxes

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

Order Information

Driver Name	DPW Truck
Exterior Color	(0 P) Oxford White / Painted Grille
Interior Color	Medium Dark Slate w/Cloth 40/20/40 Split Benc
Lic. Plate Type	Unknown
GVWR	0

\$ 57,823.00	Total Capitalized Amount (Delivered Price)
\$ 867.35	Depreciation Reserve @ <u>1.5000%</u>
\$ 251.19	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 1,118.54	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.00</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00	Tax <u>0.0000%</u> State <u>NJ</u>
---------	------------------------------------

\$ 1,118.54 Total Monthly Rental Including Additional Services

\$ 5,782.00	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000

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

(Quote is Subject to Customer's Credit Approval)

Notes

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

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

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

LESSEE Township Of Vernon - DPW

BY	TITLE	DATE
----	-------	------

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

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

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

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

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Cab Protector (AME Quote: WRI001408)	B	\$ 0.00
Snow Plow (AME Quote: WRI001408)	B	\$ 14,297.00
Strobe Lights (AME Quote: WRI001408)	B	\$ 0.00
Total Aftermarket Equipment Billed		\$ 14,297.00
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 60.00
Dealer to AME Vendor Transport	B	\$ 150.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 210.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 410.00

**VEHICLE INFORMATION:**

2026 Ford F-350 XL 4x4 SD Regular Cab 8 ft. box 142 in. WB SRW - US

Series ID: F3B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,281	\$49,770.00
Total Options	\$8,747.00	\$9,610.00
Destination Charge	\$2,595.00	\$2,595.00
Total Price	\$58,623.00	\$61,975.00

SELECTED COLOR:

Exterior: Z1 / 17SGRL-(0 P) Oxford White / Painted Grille

Interior: 1S-Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1	Cloth 40/20/40 Split Bench Seat	Included	Included
142WB	142" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
17S	STX Appearance Package	\$2,834.00	\$3,115.00
17SFBP	Body-Color Front Bumper	Included	Included
17SFLR	Color-Coordinated Full Carpet w/Floor Mats	Included	Included
17SGRL	Painted Grille	Included	Included
17SRBP	Body-Color Rear Bumper	Included	Included
18B	Platform Running Boards	\$291.00	\$320.00
1S_06	Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	NC	NC
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	NC	NC
473	Snow Plow Prep Package	\$319.00	\$350.00
52B	Trailer Brake Controller	\$273.00	\$300.00
610A	Order Code 610A	NC	NC
61N	Front & Rear Wheel Well Liners (Pre-Installed)	\$296.00	\$325.00
61S	Front Splash Guards/Mud Flaps (Pre-Installed)	\$119.00	\$130.00
62S	Rear Splash Guards/Mud Flaps (Pre-Installed)	NC	NC
64S	Wheels: 18" Ebony Black Painted Aluminum	Included	Included
66L	LED Box Lighting	\$145.00	\$160.00
66S	Upfitter Switches (6)	\$228.00	\$250.00
67B	410 Amp Dual Alternators	\$195.00	\$215.00
76C	Exterior Backup Alarm (Pre-Installed)	\$210.00	\$230.00
85S	Tough Bed Spray-in Bedliner	\$569.00	\$625.00
86M	Dual AGM 68 AH Battery	\$191.00	\$210.00
874	360-Degree Camera Package	\$1,047.00	\$1,150.00
874BLI	BLIS w/Cross-Traffic Alert	Included	Included
874CAM	360-Degree Camera	Included	Included
874CHM	LED Center High-Mounted Stop Lamp (CHMSL) Camera	Included	Included
874RR	Rear Parking Sensors	Included	Included
96D	XL Driver Assist Package	\$665.00	\$730.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$1,365.00	\$1,500.00
AHB	Automatic High Beam	Included	Included



CODE	DESCRIPTION	INVOICE	MSRP
C09	Priced DORA	NC	NC
FCP1	Ford Connectivity Package (1-Year Included)	Included	Included
FOG	LED Fog Lamps	Included	Included
NONGV3	GVWR: 11,400 Lb Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
PRE	Pre-Collision Assist	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4	Included	Included
TDX	Tires: LT275/70Rx18E BSW A/T (4)	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X3E	Electronic-Locking w/3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Running Boards: running boards
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with body-coloured rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Front Mud Flaps: front and rear mud flaps
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Paint Type: badging
Grille: body-coloured grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front cupholder
Overhead Console: full overhead console with storage
Glove Box: locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: 5G Modem - Ford Connectivity Package internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecurILock immobilizer
Security System: security system Ford Security Package (1-year included with activation)
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Leather Upholstery: cloth front seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Shift Knob Trim: urethane shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome interior accents

Standard Engine:

Engine 430-hp, 7.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

TOWNSHIP OF VERNON

RESOLUTION #25-309

**RESOLUTION REJECTING ALL BIDS FOR
BID #7R-2025 – PROPOSED DODECAGON GAZEBO AT MAPLE GRANGE PARK**

WHEREAS the Township of Vernon received bids for Bid #7R-2025 - Proposed Dodecagon Gazebo at Maple Grange Park on December 4, 2025, at 1100 A.M.; and

WHEREAS the Township received three (3) bids to wit:

VENDOR	Bash Builders	In-Line Architectural Glass & Metal Inc	Moynihan Companies
BASE BID	\$130,000.00	\$97,850.69	\$102,205.00

; and

WHEREAS, the New Jersey Local Public Contracts Law at N.J.S.A.40A:11-13.2(a). allows for rejection of bids where the lowest bid substantially exceeds the cost estimates for the goods or services.

WHEREAS, all bids were substantially in excess of cost estimates.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Vernon, County of Sussex, State of New Jersey, that all the bids for Bid #7R-2025 - Proposed Dodecagon Gazebo at Maple Grange Park, are hereby rejected in accord with N.J.S.A.40A:11-13.2(a)

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their regular meeting held on December 8, 2025 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

BID RESULTS

BID #

BID DATE/ TIME

NUMBER OF BIDDERS

ORGANIZATION:

7R-2025 Gazebo Bid

12/4/2025 at 11:00am

3



NAME OF BIDDER ADDRESS CITY, STATE, ZIP CONTACT TELEPHONE EMAIL	Bash Builders	In-Line Architectural Glass & Metal Inc	Moynihan Companies
	35 Rhinesmith Ave	35 Plymouth St	229 Main Street
	Wanaque, New Jersey, 07465	Fairfield, New Jersey, 07004	Andover, New Jersey, 07821
	5514049243	9732554718	973-647-0462
	BashBuildersUS@gmail.com	di@in-lineagmnc.com	clarke@moynihancompanies.com
OWNERSHIP DISCLOSURE	x	x	x
PUBLIC WORKS CONTRACTOR REGISTRATION	n	x	x
NEW JERSEY BRC	n	x	x
EXPERIENCE AND QUALIFICATIONS	X	x	x
FEDERAL DEBARMENT	n	x	x
NON COLLUSION AFFIDAVIT	n	x	x
ADDENDA IF ISSUED	n	x	x
VENDOR	Bash Builders	In-Line Architectural Glass & Metal Inc	Moynihan Companies
BASE BID	\$130,000.00	\$97,850.69	\$102,205.00

TOWNSHIPOF VERNON

RESOLUTION #25-310

**RESOLUTION AUTHORIZING NEGOTIATIONS
FOR PROPOSED DODECAGON GAZEBO AT MAPLE GRANGE PARK UNDER
N.J.S.A. 40A:11-5(3)**

WHEREAS the Township publicly advertised and sought receipt of public bids on: October 9, 2025, and December 4, 2025, where all bids were rejected in accordance with N.J.S.A. 40A:11-13.2 for being over budgetary estimates; and

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

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

WHEREAS the desire of the Township of Vernon remains to secure a contract with a vendor to provide for a design and installation of the proposed dodecagon gazebo at Maple Grange Park, and possessing the tenets as found within bids as advertised and received; and

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

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

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 December 8, 2025 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

RESOLUTION #25-311

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.

Ed DeYoung **Seat 3**
Unexpired Term Expiring 01/31/2027

Patrick Rizzuto	Seat 5
Full Term Expiring	01/31/2031

Vernon Township Municipal Utilities Authority

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 December 8, 2025 at 7:00 pm in the Vernon Municipal Center.

VERNON TOWNSHIP COUNCIL3258340



RECEIVED

NOV 20 2025
Township Clerk

Vernon Township
Township Clerk's Office
21 Church Street
Vernon, NJ 07462
Tel: 973-764-4055, ext. 2234 • Fax: 973-764-6393
www.vernontwp.com

Volunteer Application

For appointment to boards or commissions (click to view listing of boards »)

Please return this completed form to the township clerk's office at the address indicated above. Feel free to attach your resume or any additional background information you'd like to share. Your application will be kept on file for one year.

APPLICANT INFORMATION		
Applicant Name <i>Edward S. Seger</i>		
Applicant Full Address [REDACTED]		Zip Code <i>NJ</i>
Telephone Number [REDACTED]	Cell Number [REDACTED]	E-Mail Address [REDACTED]
BOARD/COMMISSION INTERESTS		
First Choice <i>MUA</i>	Second Choice	
EDUCATIONAL BACKGROUND		
<i>Master Environmental Engineering MBA</i>		
RELEVANT WORK/PROFESSIONAL EXPERIENCE		
<i>40yr Environmental Engineering Professional Engineer</i>		
INVOLVEMENT IN PROFESSIONAL AND COMMUNITY ORGANIZATIONS		
<i>Oversee PAL Over 30 Basketball Served on Franklin Mineral Museum Board (continue to vol.)</i>		
PREVIOUS SERVICE ON ANY BOARD, COMMISSION OR POSITION (dates and positions)		
<i>I was an MUA commissioner before approx 2020. I stop serving to care for my dad and young grandchildren,</i>		
BRIEFLY DESCRIBE WHY YOU ARE SEEKING THE APPOINTMENT		
<i>To help the town^(MUA) run the MUA effectively & efficiently.</i>		

Edward S. Seger

Applicant's Signature

11/18/2025

Date

Clear Form