



## VERNON TOWNSHIP COUNCIL MEETING AGENDA

MARCH 2, 2026

6:00 PM EXECUTIVE SESSION

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

### 1. CALL TO ORDER

2. **STATEMENT:** Adequate notice of this meeting has been provided to the public and the Press on January 22, 2026 and was posted on the bulletin board in the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-7.

### 3. ROLL CALL

4. **EXECUTIVE SESSION – Resolution #26-99** – Resolution to Enter into Executive Session Legends, Personnel

**AT 7:00 PM**

### 1. CALL TO ORDER

2. **STATEMENT:** Adequate Notice of this Regular Meeting was provided to the public and the press on January 22, 2026 and was posted at the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A.10:4-7.

### 3. SALUTE THE FLAG

### 4. ROLL CALL

### 5. PRESENTATION

Chief Financial Officer (CFO)

### 6. ITEM FOR DISCUSSION

**Resolution #26-100:** Amended Authorizing Signatures on Township Checks Pursuant to N.J.S.A. 40A:5-16

**7. MAYOR COMMENTS**

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

**9. REVIEW OF BILLS LIST**

**10. APPROVAL OF MINUTES**

February 9, 2026 – Regular Meeting

**11. CONSENT AGENDA**

**Resolution #26-101:** Resolution Authorizing Fireworks to be Displayed Within the Township of Vernon in 2026

**Resolution #26-102:** Transfer Resolution – Balance Transfers

**Resolution #26-103:** A Resolution Authorizing Emergency Repair of Municipal Building Facilities

**Resolution #26-104:** Authorizing an Agreement with the County of Sussex, Department of Human Services, Division of Social Services for, Transportation Services for Senior Citizens and People with Disabilities Who Reside in Vernon Township for the Year 2026 In the Amount of \$50,000.00 Per Year

**Resolution #26-105:** Authorizing Change Order #1 Contract for Proposed Improvements to MacPeek Road Within Vernon Township with Dan Swayze & Son, Inc.

**Resolution #26-106:** Authorizing Change Order #1 of Contract for Proposed Improvements to MacPeek Road Within Vernon Township with Campbell Foundry Co.

**Resolution #26-107:** Authorizing Change Order #1 of Contract for Proposed Improvements to MacPeek Road Within Vernon Township with Tilcon New York, LLC

**Resolution #26-108:** Authorizing Change Order #1 of Contract for Proposed Improvements to MacPeek Road Within Vernon Township with Road Safety Systems, LLC

**Resolution #26-109:** A Resolution of the Township of Vernon Authorizing an Agreement Between the Township Police Department and Atlantic Health System, Newton Medical Center to Continue the Joint Participation in the Arrive Together Program

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

**13. COUNCIL COMMENTS**

**14. COUNCIL PRESIDENT COMMENTS**

**15. ADJOURNMENT**

**VERNON TOWNSHIP**

**RESOLUTION #26-99**

**RESOLUTION TO ENTER INTO AN EXECUTIVE SESSION**

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

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

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

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

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

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on March 2, 2026 at 6:00 pm in the Vernon Municipal Center.

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

**VERNON TOWNSHIP COUNCIL**

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

**TOWNSHIP OF VERNON**

**RESOLUTION #26-100**

**AMENDED AUTHORIZING SIGNATURES ON TOWNSHIP CHECKS  
PURSUANT TO N.J.S.A. 40A:5-16**

**BE IT RESOLVED** by the Council of the Township of Vernon that the following Township Officials are hereby authorized to sign checks, withdrawal slips or other related items with two out of the four officials listed as principal signatures being required with the Chief Financial Officer always signing as one of the two required signatures. The CFO oversees financial operations and ensures compliance with regulations, making their signature a valuable addition for accountability. The requirement of the Chief Financial Officer’s signatory enhances financial oversight ensuring that funds are disbursed appropriately:

- Chief Financial Officer
- Mayor
- Business Administrator
- Tax Collector
- Municipal Clerk

**BE IT FURTHER RESOLVED** that signature cards with the signatures of the persons authorized to sign be on file at all banks that presently have Township accounts.

This Resolution replaces Resolution #26-91 and shall take effect immediately upon adoption according to law.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on March 2, 2026 at 7:00 pm in the Vernon Municipal Center.

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

**VERNON TOWNSHIP COUNCIL**

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

Range of Checking Accts: First to Last      Range of Check Dates: 02/05/26 to 02/17/26  
Report Type: All Checks      Report Format: Condensed      Check Type: Computer: Y      Manual: Y      Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING			
65452	02/11/26	SUSSE095 SUSSEX COUNTY M.U.A.			653
		26-00373 1st Qtr Sewer User Fees 2026	815,749.00		
65453	02/11/26	SUSSE140 SUSSEX COUNTY TREASURER			653
		26-00068 2025 added & omitted - county	15,600.66		
		26-00094 1st Qtr County Purpose Tax 26	3,782,219.83		
			<u>3,797,820.49</u>		
65454	02/11/26	SUSSE145 SUSSEX COUNTY TREASURER			653
		26-00069 2025 added & omitted-library	1,270.88		
		26-00096 1st Qtr Library Tax 2026	307,882.80		
			<u>309,153.68</u>		
65455	02/11/26	SUSSE150 SUSSEX COUNTY TREASURER			653
		26-00070 2025 added & omitted-open spac	77.05		
		26-00097 1st Qtr Open Space Tax 2026	14,380.57		
			<u>14,457.62</u>		
65456	02/11/26	VERNO120 VERNON TWP BOARD OF EDUCATION			653
		26-00313 Feb Current Expenses 2026	2,085,430.04		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	5	0	7,022,610.83	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	7,022,610.83	0.00

12-001		PLANNING/ZONING			
4623	02/06/26	HAROL005 HAROLD E PELLOW AND ASSOC, INC			652
		26-00317 various lub payments 2/6/26	7,742.45		
4624	02/06/26	WEINE005 WEINER LAW GROUP LLP			652
		26-00341 various lub payments 2/6/26	3,375.00		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	11,117.45	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	11,117.45	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	7	0	7,033,728.28	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	7	0	7,033,728.28	0.00

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	5-01	16,948.59	0.00	0.00	16,948.59
CURRENT FUND	6-01	7,005,662.24	0.00	0.00	7,005,662.24
ESCROW	E-12	11,117.45	0.00	0.00	11,117.45
Total of All Funds:		7,033,728.28	0.00	0.00	7,033,728.28

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**TOWNSHIP OF VERNON**

**RESOLUTION #26-101**

**RESOLUTION AUTHORIZING FIREWORKS TO BE DISPLAYED  
WITHIN THE TOWNSHIP OF VERNON IN 2026**

**WHEREAS**, N.J.S.A.21:3-1et seq. Explosive and Fireworks, provides that a Municipal Governing Body must authorize the display of fireworks within its boundaries as a pre-condition to such display in accordance with the New Jersey Fire Prevention Code; and

**WHEREAS**, the following entities have notified the Township of potential fireworks displays in 2026 and provided tentative dates:

Highland Lakes Country Club – August 2, 2026

Mountain Creek Resort  
July 4, 2026 with tentative rain date of July 5, 2026;  
December 31, 2026

Tall Timbers – July 11, 2026

**WHEREAS**, the Fire Marshal stated the permit application, fee and insurance requirements are to be submitted by the applicant at least 30 days prior to event for review.

**NOW THEREFORE BE IT RESOLVED**, that the Council of the Township of Vernon, in the County of Sussex, hereby authorizes the fireworks display with special effects, performed on dates listed above upon satisfaction of all statutory and departmental requirements.

**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 March 2, 2026 at 7:00 pm in the Vernon Municipal Center.

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

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

# TOWNSHIP OF VERNON

## RESOLUTION #26-102

### 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 Reserve Budget in accordance with N.J.S.A 40A-58/59 are hereby approved.

ACCOUNT	TRANSFER OUT	TRANSFER IN
<b>FROM CURRENT FUND:</b>		
FIRE PREVENTION - S&W	6,000.00	
RECREATION – S&W	6,000.00	
LAND USE – S&W	10,195.00	
GROUP HEALTH – HEALTH BENEFIT WAIVERS	18,000.00	
<b>TO: CURRENT FUND</b>		
LEGAL SERVICES		22,000.00
ENGINEERING SERVICES		10,000.00
MATCHING FUNDS FOR GRANTS		195.00
UTILITIES		8,000.00
<b>TOTAL TRANSFERS</b>	<b>40,195.00</b>	<b>40,195.00</b>

### 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 March 2, 2026 at 7:00 pm in the Vernon Municipal Center.

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

### VERNON TOWNSHIP COUNCIL

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

**TOWNSHIP OF VERNON**

**RESOLUTION #26-103**

**A RESOLUTION AUTHORIZING EMERGENCY REPAIR OF MUNICIPAL BUILDING FACILITIES**

**WHEREAS**, the Township has a need for continuity of public business operations in serving the public; and

**WHEREAS**, the offices of the municipal building elevator outage during the storm of February 23, 2026, requiring emergency repair, threatening the continuation of public services affecting the public health, safety and well-being of the public and

**WHEREAS**, the vendor Otis Elevator Company, 105 Fairfield Rd., Fairfield, NJ 07004, has provided a proposal for emergency repair at the cost of \$20,793.65.; and

**WHEREAS**, N.J.S.A.40A:11-6 provides for the creation of an emergency appropriation and emergency procurement, for the public safety health and welfare of the community, for the purpose mentioned above, and,

**WHEREAS**, the Chief Financial Officer hereby certifies that funds are available NOT TO EXCEED \$20,793.65, as follows:

6-01-26-310-55 (B&G Building Repairs)



**NOW, THEREFORE, BE IT RESOLVED**, an emergency appropriation is hereby made for the emergency repair of municipal building elevator outage during the storm of February 23, 2026, requiring emergency repair in accord with N.J.S.A. 40A:11-6 in an amount not to exceed \$20,793.65 to Otis Elevator Company, 105 Fairfield Rd., Fairfield, NJ 07004.

**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 March 2, 2026 at 7:00 pm in the Vernon Municipal Center.

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

**VERNON TOWNSHIP COUNCIL**

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

# Otis Service and Repair Order

2/19/2026

**CUSTOMER NAME**

21 Church Street  
21 Church Street  
Vernon, NJ 07462

**OTIS ELEVATOR COMPANY**

105 FAIRFIELD ROAD,  
FAIRFIELD, NJ 07004

**OTIS CONTACT**

AMY MCCALLION  
Phone:  
Email:  
AMY.MCCALLION@otis.com

**PROJECT LOCATION**

MUNICIPAL BUILDING  
21 CHURCH STREET  
VERNON, NJ 07462

**PROPOSAL NUMBER**

QTE-002361572

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
F33700	P1

**SCOPE OF WORK****SOLID STATE STARTER**

We shall furnish and install the new Solid-State Starter to control the motor starting and limit the in-rush current. The new starter shall have built-in protection for overload conditions, reverse phase, loss of phase, and shorted SCR. We shall remove the existing mechanical starter contactor assembly and wire and adjust and test the new starter for smooth operation.

**Clarifications:**

**Starter Location:** Based on the size of the upgraded starter, the location of the starter may need to be located in a separate enclosure in the machine room. In certain cases, a change order may be required for this additional work.

**AHJ Inspection:** The above-mentioned proposal often requires a AHJ inspection or a permit to be pulled for the completion of the project. Often times inspection lead times can range from one (1) to three (3) weeks depending on your local jurisdiction.

**TANK HEATER SYSTEM**

We will furnish and install a heater system in the hydraulic tank. The system will monitor the temperature of the oil and engage a heating element in the oil when the temperature drops below a pre-set level. Under normal conditions, the thermostat shall be set to cycle the oil temperature between 95 and 105 degrees F.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

**PRICE**

\$20,793.65

Twenty thousand seven hundred ninety-three and 65/100 dollars

This price is based on a **one hundred percent (100%) downpayment** in the amount of \$20,793.65.

**PAYMENT TERMS:**

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

**SUGGESTED BY:** PETER JONES

**TITLE:** Mechanic

Accepted in Duplicate

21 Church Street

Otis Elevator Company

Date:

Date:

Signed:

Signed:

Print Name:

Print Name: Marylou Menville

Title:

Title: Director & GM, Fairfield

Email:

Email:

Company Name: 21 Church Street

Principal, Owner or Authorized Representative of  
Principal or Owner

Agent \_\_\_\_\_  
(Name of Principal or Owner)

**TERMS AND CONDITIONS**

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the

**TOWNSHIP OF VERNON**

**RESOLUTION #26-104**

**AUTHORIZING AN AGREEMENT WITH THE COUNTY OF SUSSEX,  
DEPARTMENT OF HUMAN SERVICES, DIVISION OF SOCIAL SERVICES, FOR  
TRANSPORTATION SERVICES FOR SENIOR CITIZENS AND PEOPLE WITH  
DISABILITIES WHO RESIDE IN VERNON TOWNSHIP FOR THE YEAR 2026 IN  
THE AMOUNT OF \$50,000.00 PER YEAR**

**WHEREAS**, the County of Sussex (hereinafter the County) operates a coordinated, countrywide transportation system and desires to improve paratransit service coverage to the outlying areas of its geographic boundaries; and

**WHEREAS**, the Township of Vernon (hereinafter the Township) desires transportation for its senior citizens and people with disabilities as per the service agreement; and

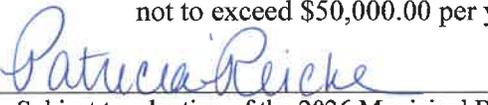
**WHEREAS**, the term of the agreement will be in effect beginning January 1, 2026 and terminating on December 31, 2026; and

**WHEREAS**, the cost of these services will not exceed \$50,000.00 per year; and

**WHEREAS**, the Chief Financial Officer has certified the funds for 2026 subject to the adoption of the 2023 Municipal Budget.

**NOW THEREFORE BE IT RESOLVED**, the 2st day of March, 2026 by the Township Council of the Township of Vernon, County of Sussex and State of New Jersey as follows:

1. The Township of Vernon is authorized to engage the County of Sussex for the purpose of Transportation for Senior Citizens and People with Disabilities in accordance with the attached agreement; and
2. The Mayor and Township Clerk are hereby authorized and directed to execute an Agreement with the County of Sussex, State of New Jersey.

<b>Certification of Funds</b>	
Account: 6-01-27-365-34	Senior Citizen Service Contracts/Transportation
Amount:	not to exceed \$50,000.00 per year
CFO Signature	
Subject to adoption of the 2026 Municipal Budget	

**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 March 2, 2026 at 7:00 pm in the Vernon Municipal Center.

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

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

# COUNTY OF SUSSEX

Clerk of the Board of County Commissioners  
Sussex County Administrative Center  
One Spring Street  
Newton, NJ 07860  
Tel: 973-579-0240  
Fax: 973.383-1124



Linda Miller  
Clerk of the Board  
Email: [lmiller@sussex.nj.us](mailto:lmiller@sussex.nj.us)

February 13, 2026

Township of Vernon  
Attention: Municipal Clerk  
21 Church Street  
Vernon, NJ 07462

RECEIVED

FEB 24 2026

Township Clerk

**RESOLUTION RE:** AUTHORIZATION FOR THE COUNTY COMMISSIONER DIRECTOR TO EXECUTE A CONTRACT WITH VERNON TOWNSHIP ON BEHALF OF THE COUNTY OF SUSSEX FOR THE PROVISION OF TRANSPORTATION SERVICES TO SENIOR CITIZENS AND INDIVIDUALS WITH DISABILITIES WHO RESIDE IN VERNON TOWNSHIP FOR THE PERIOD COVERING JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 IN THE AMOUNT OF \$50,000.00

Dear Sir/Madam:

The above-captioned Resolution was adopted by the Sussex County Board of County Commissioners at its meeting held on February 11, 2026.

Enclosed please find a certified copy of the Resolution for your files and (2) Agreements. Please return one fully executed original Agreement to our office. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Linda Miller  
Clerk of the Board  
Sussex County  
Board of County Commissioners

Encl.



**RESOLUTION RE: AUTHORIZATION FOR THE COUNTY COMMISSIONER DIRECTOR TO EXECUTE A CONTRACT WITH VERNON TOWNSHIP ON BEHALF OF THE COUNTY OF SUSSEX FOR THE PROVISION OF TRANSPORTATION SERVICES TO SENIOR CITIZENS AND INDIVIDUALS WITH DISABILITIES WHO RESIDE IN VERNON TOWNSHIP FOR THE PERIOD COVERING JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 IN THE AMOUNT OF \$50,000.00**

**WHEREAS**, the Township of Vernon has made certain funds available for the provision of transportation for senior citizens and individuals with disabilities who reside in Vernon Township; and

**WHEREAS**, the Township of Vernon has allocated \$50,000.00 in 2026 to the County; and

**WHEREAS**, the County provides transportation services through the Sussex County Office of Transit/Skylands Ride.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners, County of Sussex:

1. That the County Commissioner Director and Clerk of the Board are authorized to execute a Contract and any other required documents pertaining thereto on behalf of the County of Sussex with the Township of Vernon for 2026 in the amount of \$50,000.00 for the provision of transportation services to residents of Vernon Township.
2. That the Board agrees to comply with all applicable Federal, State and local laws, rules and regulations in the provision of said service.
3. That certified copies of this Resolution, together with two signed Contracts be forwarded to Municipal Clerk, Township of Vernon, 21 Church Street, Vernon, NJ 07462.

Certified as a true copy of the Resolution adopted by the Board on the 11<sup>th</sup> day of February, 2026.

*Linda Miller*  
 Linda Miller, Clerk of the Board  
 Board of County Commissioners  
 County of Sussex, New Jersey

RECORD OF VOTE						
COMMISSIONER	AYE	NAY	ABST	ABS	MOVE	SEC
Carney	✓					
DeGroot	✓					✓
Henderson	✓					
Silverthorne	✓				✓	
Space						

ABST - Abstain  
 MOVE - Moved

ABS - Absent  
 SEC - Seconded

**County of Sussex**  
**Department of Health and Human Services**  
**Division of Community and Youth Services**  
**Service Agreement**

**WHEREAS**, the County of Sussex (hereinafter the County) operates a coordinated, countywide transportation system and desires to improve paratransit service coverage to the outlying areas of its geographic boundaries; and

**WHEREAS**, the Township of Vernon (hereinafter the Township) is desirous of securing transportation for its senior citizens and individuals with disabilities.

**NOW, THEREFORE**, in the consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree to the following provisions:

1. This Agreement shall be in effect beginning January 1, 2026 and terminating on December 31, 2026.
2. This Agreement replaces all prior Agreements regarding paratransit services between the parties.
3. The Township agrees to provide funds in the amount not to exceed \$50,000.00 for 2026. The County will provide rides to the Township at a rate of \$16.00 per passenger trip (one, one-way trip) during 2026. Payment represents a portion of the costs associated with this service. The balance is subsidized by grant funds received by the County.

If the grant funding is reduced or eliminated or there is a change in the scope of the service, the services and price per trip will have to be modified to reflect the reduction in income or the Township share can increase in order to maintain the level of service. The options must be exercised in writing 90 days prior to the termination of any contract period.

The County will invoice the Township monthly for services provided. A service report listing the trips provided for the month will be attached to the invoice. The trip listing will include the name and address of the passenger. The names and addresses of the passengers will be provided after the County informs the passengers that this information is being released to the Township.

Payments shall be made monthly. The payments set forth represent the Township's Maintenance of Effort (MOE) certification under the New Jersey Senior Citizen and Disabled Resident Transportation Assistance Program (SCDRTAP).

4. The cost of out of county trips for medical appointments shall be borne by the County. The overtime costs associated with special event trips, both in and out of county, shall be borne by the Township. The Township Manager or designee must pre-approve all overtime charges.
5. The Township will be billed \$16.00 for no-shows if a customer has three no-shows within 90 days (failure to board the vehicle after it has arrived). All customers are notified by the County after their second no-show in 90 days.

The Township will be billed \$16.00 for cancellations if the customer has six cancellations in one month (failure to notify the County one day in advance of the cancellation). All customers are notified by the County after their fifth cancellation in one month.

Whenever any customer is sent either a no-show or cancellation notice by the County, the Township will also be notified by email.

Weather-related cancellations do not count toward the total number of cancellations.

6. The County is responsible for all costs associated with the provision of this service, including but not limited to, drivers, vehicles, administration, insurance, maintenance, fuel, and radio communications, through grant funds.
7. The County will develop all routing and scheduling based upon information supplied by the Township. Any revisions to the service delivery system (established under the predecessor Agreement) will be arranged in writing by the Township Manager or designated representative and the County Director of Community and Youth Services or designated representative. The County will explore new marketing tools with the Township in an effort to improve program awareness.
8. The intent of this Agreement is to provide transportation to eligible Township residents Monday through Friday. All trip requests from Township residents will be honored provided that proper scheduling procedures (i.e. calls are received by cut-off time) are followed. The service will operate over an 8 to 10 hour day, depending on the trip request load and pattern. No service will be provided on County holidays. Additionally, the County reserves the right to cancel service due to inclement weather. Cancellations will be broadcast on radio stations WNNJ and WSUS. County website will also have information regarding cancellations and weather-related interruptions of service.

9. The scope of services outlined below will serve as a suggested guide of trip purposes:

- Local Errand Transportation (in county)

- Nutrition sites
- Shopping
- Medical appointments
- Banking
- Community services

- Out of County (non-emergency medical appointments)

- Doctors, hospitals, clinics including Morris County (as far as the Dover and Morristown area) on Monday, Wednesday and Friday for appointments between 10 am and 12:30 pm.

10. The full range of paratransit services will be available to the eligible residents of the jurisdiction as described in the Sussex County Skylands Ride brochures attached hereto and made a part of this Agreement. These services may be provided on a shuttle basis.
11. The Skylands Ride Program Coordinator and Supervisors can deny service to any person who is, in the opinion of Skylands Ride staff, disruptive and/or a danger to themselves and/or others or property. The Township will be notified of all such service denials for disruptive behavior in writing. Similarly, the County agrees to advise the Township in writing of any incidents involving Township clients.
12. This Agreement may be canceled by either party by providing ninety (90) days written notice.

In witness whereof, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**For the Township of Vernon:**

**Attest:**

\_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** Clerk

**By:**

**Name:** \_\_\_\_\_

**Title:** Mayor

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

**For the County of Sussex:**

**Attest:**

Linda Miller

**Name:** Linda Miller

**Title:** Clerk of the Board

**By:** Jill Space

**Name:** Jill Space

**Title:** Commissioner Director

**Date:** 2/11/26

# TOWNSHIP OF VERNON

## RESOLUTION #26-105

AUTHORIZING CHANGE ORDER #1 OF CONTRACT FOR  
PROPOSED IMPROVEMENTS TO MACPEEK ROAD  
WITHIN VERNON TOWNSHIP WITH DAN SWAYZE & SON, INC.

**WHEREAS**, on August 11, 2025 by way of adoption of Resolution #25-214, the Council of the Township of Vernon awarded a contract to Dan Swayze & Son, Inc. for Line Striping on MacPeek Road which contract provided for an expenditure of \$6,830.50 and

**WHEREAS**, in a memo dated February 20, 2026, the Township Engineer states that the contract requires a Change Order #1 by the reduction of one (1) item in amount of \$67.10 and the addition of one (1) extra item in amount of \$13.75 resulting in a decreased total contract amount of \$6,777.15; and

**WHEREAS**, the Township Engineer, in concurrence with the Mayor, recommends approving Change Order No. 1 resulting in the adjusted decreased final contract amount of \$6,777.15.

**NOW THEREFORE BE IT RESOLVED**, by the Council of the Township of Vernon that it hereby approves the Township Engineer's recommendations and authorizes the Mayor to execute said Change Order No. 1 for said project resulting in the adjusted decreased final contract amount of \$6,777.15 for said project; and

**BE IT FURTHER RESOLVED** that certified copies of this Resolution be forwarded to Dan Swayze & Son, Inc. and the Township Engineer.

### CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on March 2, 2026 at 7:00 pm in the Vernon Municipal Center.

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

### VERNON TOWNSHIP COUNCIL

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



## HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS · PLANNERS · LAND SURVEYORS

ESTABLISHED 1969

**HAROLD E. PELLOW, PRESIDENT**

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

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

**ANN PELLOW WAGNER**

NJ - C.L.A., VA - C.L.A., PA - C.L.A.  
(6/29/84 - 7/27/89)

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

**DAVID B. SIMMONS, JR., VICE PRESIDENT**

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

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

February 20, 2026

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

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

**SUBJECT:** FINAL PAPERWORK - DAN SWAYZE & SON, INC.  
Proposed Improvements to MacPeek Road - 2025 - Line Striping

HPA No. 24-316

Dear Mayor,

Enclosed herewith please find the following final paperwork for Dan Swayze & Son, Inc. in regard to the above-referenced project:

1. Copy of Vernon Township Purchase Order No. 25-01145, Drawdown No. 1 & Final, in the amount of \$6,777.15, due Dan Swayze & Son, Inc. for work completed through November 12, 2025.
2. Estimate Certificate No. 1 reflecting the final quantities.
3. Three (3) copies of Change Order No. 1 which reflect an adjusted contract amount of \$6,777.15. Kindly have an authorized Township representative sign and date all three copies on the line indicated *Presiding Officer*. Retain one copy for your file and **return the remaining two copies to this office**. We will forward one copy to Dan Swayze & Son, Inc. and retain one copy for our records.

Please ensure that the Township has received all of Dan Swayze & Son's payroll certifications prior to issuing the final payment to them for this project.

Very truly yours,

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

CLS:abe  
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\24-316 - 2025 MACPEEK ROAD\LINE STRIPING\ROSSI5.DOC

cc: Dan Swayze & Son, Inc.

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

**Purchase Order**

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

**NO. 25-01145**

ORDER DATE: 08/18/25  
 DELIVERY DATE: 08/15/25  
 STATE CONTRACT: MCCPC#36  
 F.O.B. TERMS:  
 VENDOR ACCT NUM:  
 VENDOR PHONE #:  
 VENDOR FAX #:  
 REQUISITION #: R2502162

**SHIP TO**

ADMINISTRATION  
 VERNON TOWNSHIP  
 21 CHURCH STREET  
 VERNON, NJ 07462

**VENDOR** Vendor #: DANSW005

Dan Swayze & Son Inc  
 2351 Waldheim Avenue  
 Scotch Plains, NJ 07076

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX EXEMPT - TAX ID: 22-6002358

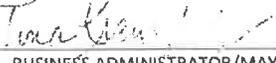
QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	MacPeek Rd Line Striping Per Res 25-00214  NJDOT Project	C-04-25-009-01	6,830.5000	6,830.50
			TOTAL	6,830.50

**DRAWDOWN NO. 1 AND FINAL  
 FOR WORK COMPLETED THROUGH  
 11/12/2025 AS SHOWN ON ESTIMATE  
 CERTIFICATE NO. 1 (ATTACHED)**

ORIGINAL CONTRACT AMOUNT	\$ 6,830.50
ADJUSTED CONTRACT AMOUNT	\$ 6,777.15
WORK COMPLETED THROUGH 11/12/2025	\$ 6,777.15
LESS 2% RETAINAGE	(\$ 0.00)
LESS PREVIOUS PAYMENTS	(\$ 0.00)
<b>AMOUNT DUE THIS DRAWDOWN</b>	<b><u>\$6,777.15</u></b>

**APPROVED FOR PURCHASE**

  
 \_\_\_\_\_  
 QUALIFIED PURCHASING AGENT

  
 \_\_\_\_\_  
 BUSINESS ADMINISTRATOR/MAYOR

**APPROVAL FOR PAYMENT**

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

\_\_\_\_\_

DEPT. HEAD      DATE

**CERTIFICATION OF FUNDS**

  
 \_\_\_\_\_  
 CHIEF FINANCIAL OFFICER

**VENDOR'S CERTIFICATION & DECLARATION**

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

**X** \_\_\_\_\_  
**Vendor sign & return here**

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

**Estimate Certificate No. 1 & Final**

**Date:** For Work Completed Through November 12, 2025  
**Project:** Proposed Improvements to MacPeck Road - Line Striping  
**Owner:** Township of Vernon, Municipal Building, 21 Church Street, Vernon, NJ 07462  
**Contractor:** Dan Dwayze & Son, Inc., 2351 Waldheim Avenue, Scotch Plains, NJ 07076

Item No.	Description	Unit Measure	Original Contract Quantity	Extra or Supplem. Quantity	Reduction Quantity	Adjusted Quantity	Quantity to Date	Unit Price Totals	Total Amt. to Date or Final
5	Traffic Stripes, 4" Long Life, Epoxy Resin	Lin. Ft.	18,850		220	18,630	18,630	\$ 0.305	\$ 5,682.15
6	6" Wide, Long Life, Thermoplastic	Lin. Ft.	225	11		236	236	\$ 1.25	\$ 295.00
7	Traffic Markings, Long Life, Thermoplastic	Sq. Ft.	128			128	128	\$ 6.25	\$ 800.00
<b>TOTAL:</b>									<b>\$ 6,777.15</b>

Recommended for Approval	Signatures
Approved by	INSPECTOR
	MUNICIPAL ENGINEER

Original Contract \$ 6,830.50  
 Total Extra & Supplemental \$ 13.75  
 Total Reduction \$ 67.10  
**Total Adjusted Contract \$ 6,777.15**  
 (Based on Change Order No. 1)

Total Cost of Construction \$ 6,777.15  
 Less Retainage of 0% \$ -  
 Less Previous Payments \$ -

**PAYMENT NOW DUE: \$ 6,777.15**

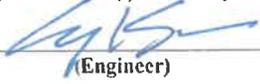
**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
STATE AID PROJECTS  
CHANGE ORDER NUMBER - 1  
Division of Local Aid and Economic Development**

<b>Project</b>	Proposed Improvements to MacPeek Road - Line Striping
<b>Municipality</b>	Township of Vernon, Municipal Building, 21 Church Street, Vernon, NJ 07462
<b>County</b>	Sussex
<b>Contractor</b>	Dan Dwayze & Son, Inc., 2351 Waldheim Avenue, Scotch Plains, NJ 07076

In accordance with the project Supplementary Specification, the following are changes in the contract.  
 Location and Reason for Change (Attach additional sheets if required) -

**Location** MacPeek Road, Vernon Township  
**Reason** As-built quantities.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY (+/-)</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	<b>REDUCTION</b>			
5	TRAFFIC STRIPES, 4" LONG LIFE EPOXY RESIN	220 LIN. FT.	\$ 0.305	\$ 67.10
			<b>Total REDUCTION:</b>	<b>\$ 67.10</b>
	<b>EXTRA</b>			
6	6" WIDE, LONG LIFE, THERMOPLASTIC	11 LIN. FT.	\$ 1.25	\$ 13.75
			<b>Total EXTRA:</b>	<b>\$ 13.75</b>

<b>AMOUNT OF ORIGINAL CONTRACT:</b>	<u>\$6,830.50</u>	<b>EXTRA:</b>	<u>\$ 13.75</u>
<b>ADJUSTED AMOUNT BASED ON CHANGE ORDER NO. 1:</b>	<u>\$6,777.15</u>	<b>SUPPLEMENTAL:</b>	<u>\$ -</u>
<b>% CHANGE IN CONTRACT: [(+) Increase or (-) Decrease]</b>	<u>-0.78%</u>	<b>REDUCTION:</b>	<u>\$ 67.10</u>
		<b>TOTAL CHANGE:</b>	<u>\$ (53.35)</u>
 _____ (Engineer)	<u>2/20/24</u> (Date)	_____ (District Manager)	_____ (Date)
_____ (Presiding Officer)	_____ (Date)	(Division of Local Aid and Economic Development)	
_____ (Contractor)	_____ (Date)		

# TOWNSHIP OF VERNON

## RESOLUTION #26-106

AUTHORIZING CHANGE ORDER #1 OF CONTRACT FOR  
PROPOSED IMPROVEMENTS TO MACPEEK ROAD  
WITHIN VERNON TOWNSHIP WITH CAMPBELL FOUNDRY CO.

**WHEREAS**, on August 11, 2025 by way of adoption of Resolution #25-214, the Council of the Township of Vernon awarded a contract to Campbell Foundry Co. for Drainage Inlet Accessories on MacPeek Road which contract provided for an expenditure of \$887.80 and

**WHEREAS**, in a memo dated February 20, 2026, the Township Engineer states that the contract requires a Change Order #1 by the addition of two (2) extra items in amount of \$105.00 resulting in an increased total contract amount of \$992.80; and

**WHEREAS**, the Township Engineer, in concurrence with the Mayor, recommends approving Change Order No. 1 resulting in the adjusted final contract amount of \$992.80.

**WHEREAS**, the Chief Finance Officer hereby certifies that the funds are available for these purposes.

0000000000000000

**NOW THEREFORE BE IT RESOLVED**, by the Council of the Township of Vernon that it hereby approves the Township Engineer's recommendations and authorizes the Mayor to execute said Change Order No. 1 for said project resulting in the adjusted increased final contract amount of \$992.80 for said project; and

**BE IT FURTHER RESOLVED** that certified copies of this Resolution be forwarded to Campbell Foundry Co. and the Township Engineer.

Certification of Funds Account: C-04-25-009-01 Amount: \$105.00 CMFO Signature: 
---

### CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on March 2, 2026 at 7:00 pm in the Vernon Municipal Center.

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

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						



## HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS · PLANNERS · LAND SURVEYORS  
ESTABLISHED 1969

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

ANN PELLOW WAGNER  
NJ - C.L.A., VA - C.L.A., PA - C.L.A.  
(6/28/84 - 7/27/89)

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

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

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

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

February 20, 2026

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

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

**SUBJECT:** FINAL PAPERWORK – Campbell Foundry Company  
Proposed Improvements to McPeek Road  
Drainage Inlet Accessories as Per the Morris County CO-OP  
HPA No. 24-316

Dear Mayor:

Enclosed herewith please find the following documents pertaining to the above-referenced project:

1. Vernon Township Purchase Order No. 24-01139, Drawdown No. 1 & Final, in the amount of \$992.80 due Campbell Foundry Company for supplying drainage inlet accessories.
2. Estimate Certificate No. 1 & Final reflecting the quantities delivered.
3. Copy of Change Order No. 1 which reflect an adjusted contract amount of \$992.80.

Should you have any questions, please feel free to call.

Very truly yours,

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

CLS:abe  
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\24-316 - 2025 MACPEEK ROAD\DRAINAGE\ROSSI7.DOC

cc: Campbell Foundry Company

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

**Purchase Order**

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

NO. 25-01139

ORDER DATE: 08/15/25  
 DELIVERY DATE: 08/14/25  
 STATE CONTRACT: MCCPC #14  
 F.O.B. TERMS:  
 VENDOR ACCT NUM:  
 VENDOR PHONE #:  
 VENDOR FAX #:  
 REQUISITION #: R2502149

**SHIP TO**

ADMINISTRATION  
 VERNON TOWNSHIP  
 21 CHURCH STREET  
 VERNON, NJ 07462

**VENDOR**

Vendor #: FOUND005

CAMPBELL FOUNDRY  
 800 BERGEN ST  
 HARRISON, NJ 07029

**PAYMENT RECORD**

CHECK NO.

DATE PAID

NOTICE: TAX EXEMPT - TAX ID: 22-6002358

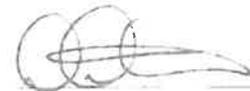
QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	MacPeek Rd Drainage Inlet Acc Per 25-00214  MCCPC #14	C-04-25-009-01	887.8000	887.80
			TOTAL	887.80

**DRAWDOWN NO. 1 AND FINAL  
 FOR WORK COMPLETED THROUGH  
 01/21/2026 AS SHOWN ON ESTIMATE  
 CERTIFICATE NO. 1 (ATTACHED)**  
 ORIGINAL CONTRACT AMOUNT \$ 887.80  
 ADJUSTED CONTRACT AMOUNT \$ 992.80  
 WORK COMPLETED THROUGH 11/12/2025 \$ 992.80  
 LESS 2% RETAINAGE (\$ 0.00)  
 LESS PREVIOUS PAYMENTS (\$ 0.00)  
**AMOUNT DUE THIS DRAWDOWN \$992.80**

**APPROVED FOR PURCHASE**

  
 QUALIFIED PURCHASING AGENT  
 Tom Kraus  
 BUSINESS ADMINISTRATOR/MAYOR

**CERTIFICATION OF FUNDS**

  
 CHIEF FINANCIAL OFFICER

**APPROVAL FOR PAYMENT**

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

 2/20/26  
 DEPT. HEAD DATE

**VENDOR'S CERTIFICATION & DECLARATION**

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

**X**  
**Vendor sign & return here**

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

**Estimate Certificate No. 1 & Final**

**Date:** For Supplies Delivered to Vernon DPW, January 2026  
**Project:** Proposed Improvements to Glenwood Mountain Road - Section II - Drainage Inlet Accessories  
**Owner:** Township of Vernon, Municipal Building, 21 Church Street, Vernon, NJ 07462  
**Contractor:** Campbell Foundry Company, 800 Bergen Street, Harrison, NJ 07029

Item No.	Description	Unit Measure	Original Contract Quantity	Extra or Supplem. Quantity	Reduction Quantity	Adjusted Quantity	Quantity to Date	Unit Price Totals	Total Amt. to Date or Final
13	Type "N" Inlet Head, 6"	Unit	1			1	1	\$ 208.00	\$ 208.00
14	Type "N" Inlet Head, 8"	Unit	3			3	3	\$ 216.00	\$ 648.00
15	Curb Back Bolt Sets	Unit	4			4	4	\$ 7.95	\$ 31.80
13S	Type "N" Inlet Head, 6"	Unit	1	1		1	1	\$ 27.00	\$ 27.00
14S	Type "N" Inlet Head, 8"	Unit	3	3		3	3	\$ 26.00	\$ 78.00
<b>TOTAL:</b>									<b>\$ 992.80</b>

<i>Recommended for Approval</i>	Signatures
	
Approved by	INSPECTOR
	
	MUNICIPAL ENGINEER

Original Contract \$ 887.80  
 Total Extra & Supplemental \$ 105.00  
 Total Reduction \$ -  
**Total Adjusted Contract \$ 992.80**  
 (Based on Change Order No. 1)

Total Cost of Construction \$ 992.80  
 Less Retainage of \$ -  
 Less Previous Payments \$ -

**PAYMENT NOW DUE:**

**\$ 992.80**



# TOWNSHIP OF VERNON

## RESOLUTION #26-107

### AUTHORIZING CHANGE ORDER #1 OF CONTRACT FOR PROPOSED IMPROVEMENTS TO MACPEEK ROAD WITHIN VERNON TOWNSHIP WITH TILCON NEW YORK, LLC

**WHEREAS**, on August 11, 2025 by way of adoption of Resolution #25-214, the Council of the Township of Vernon awarded a contract to Tilcon New York, Inc for Milling & Paving on MacPeek Road which contract provided for an expenditure of \$207,165.50 and

**WHEREAS**, in a memo dated February 20, 2026, the Township Engineer states that the contract requires a Change Order #1 by the reduction of three (3) items in amount of \$14,673.67 and the addition of one (1) item in amount of \$604.44 resulting in a decreased total contract amount of \$193,096.27; and

**WHEREAS**, the Township Engineer, in concurrence with the Mayor, recommends approving Change Order No. 1 resulting in the adjusted decreased final contract amount of \$193,096.27.

**NOW THEREFORE BE IT RESOLVED**, by the Council of the Township of Vernon that it hereby approves the Township Engineer's recommendations and authorizes the Mayor to execute said Change Order No. 1 for said project resulting in the adjusted decreased final contract amount of \$193,096.27 for said project; and

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

### CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on March 2, 2026 at 7:00 pm in the Vernon Municipal Center.

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

### VERNON TOWNSHIP COUNCIL

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



## HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS · PLANNERS · LAND SURVEYORS

ESTABLISHED 1969

**HAROLD E. PELLOW, PRESIDENT**

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

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

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

**DAVID B. SIMMONS, JR., VICE PRESIDENT**

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

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

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

Revised  
February 20, 2026

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

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

**SUBJECT:** FINAL PAPERWORK – Tilcon New York, Inc.  
Proposed Improvements to MacPeek Road – 2025 - Milling & Paving  
Township of Vernon, Sussex County  
HPA No. 24-316

Dear Mayor,

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

1. Copy of Vernon Township Purchase Order No. 25-01137, Drawdown No. 2 & Final, in the amount of \$8,772.71, due Tilcon New York, Inc. for work completed through September 10, 2025.
2. Estimate Certificate No. 2 & Final reflecting the final quantities.
3. Three (3) copies of Change Order No. 1 which reflect an adjusted contract amount of \$193,096.27. Kindly have an authorized Township representative sign and date all three copies on the line indicated *Presiding Officer*. Retain one copy for your file and **return the remaining two copies to this office**. We will forward one copy to Tilcon New York, Inc. and retain one copy for our records.
4. Letter dated October 21, 2025, from Joseph J. Obermeyer, Engineer-Performance Manager of Tilcon New York, Inc., certifying that Tilcon New York, Inc. has completed this project, and all costs incurred on this project have been paid in full. Costs include, but are not limited to, labor, materials, subcontractors, and equipment rental.

Please ensure that the Township has received all of Tilcon New York, Inc.'s payroll certifications prior to issuing the final payment to them for this project.

Very truly yours,

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

CLS:abc  
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\24-316 - 2025 MACPEEK ROADMILLING AND PAVINGGROSSI4.DOC

Enclosures: Tilcon New York, Inc.

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

**Purchase Order**

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

**NO. 25-01137**

ORDER DATE: 08/15/25  
 DELIVERY DATE: 08/14/25  
 STATE CONTRACT: MCCPC #6  
 F.O.B. TERMS:  
 VENDOR ACCT NUM:  
 VENDOR PHONE #: (800)789-7625  
 VENDOR FAX #:  
 REQUISITION #: R2502147

**SHIP TO**

ADMINISTRATION  
 VERNON TOWNSHIP  
 21 CHURCH STREET  
 VERNON, NJ 07462

**VENDOR**

Vendor #: TILCO005

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

**PAYMENT RECORD**

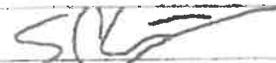
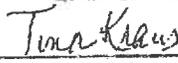
CHECK NO.

DATE PAID

NOTICE: TAX EXEMPT - TAX ID: 22-6002358

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	Mac Peek Road Improvements Per NJDOT grant, Resolution# 25-00214	C-04-25-009-01	207,165.5000	207,165.50
	MCCPC #6			
			TOTAL:	207,165.50
	<b>DRAWDOWN NO. 2 AND FINAL FOR WORK COMPLETED THROUGH 9/23/2025 AS SHOWN ON ESTIMATE CERTIFICATE NO. 1 (ATTACHED)</b>			
	ORIGINAL CONTRACT AMOUNT		\$207,165.50	
	WORK COMPLETED THROUGH 9/23/2025		\$193,096.27	
	LESS 2% RETAINAGE		(\$ 0.00)	
	LESS PREVIOUS PAYMENTS		(\$184,323.56)	
	<b>AMOUNT DUE THIS DRAWDOWN</b>			<b><u>\$8,772.71</u></b>

**APPROVED FOR PURCHASE**

  
 QUALIFIED PURCHASING AGENT  
  
 BUSINESS ADMINISTRATOR/MAYOR

**CERTIFICATION OF FUNDS**

  
 CHIEF FINANCIAL OFFICER

**APPROVAL FOR PAYMENT**

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

DEPT. HEAD      DATE

**VENDOR'S CERTIFICATION & DECLARATION**

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

**X**  
**Vendor sign & return here**

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

Consulting Engineers, Planners and Land Surveyors  
17 Plains Road, Augusta, NJ 07822-2009

**ESTIMATE CERTIFICATE NO. 2 FINAL**

**Date** Work performed through September 23, 2025  
**Project** Proposed Improvements to Macpeek Road  
**Owner** Township of Vernon, Municipal Building, 21 Church Street, Vernon Township, NJ 07462  
**Contractor** Tilcon New York, Inc., 9 Entin Road, Parsippany, New Jersey 07054

Item No.	Description	Unit Measure	Original Contract Quantity	Extra or Supplem. Quantity	Reduction Quantity	Adjusted Quantity	Quantity to Date	Unit Price Totals	Total Amt. to Date or Final
1	HMA Milling, 2" Thick	Sq. Yd.	15,755		65		15,690	\$ 2.95	\$ 46,285.50
2	Hot Mix Asphalt, 9.5M64 Surface Course, 2" Thick	Ton	2,005		178.86		1,826.14	\$ 77.65	\$ 141,799.77
3	Fuel Price Adjustment	L.S.	100%		23.74%		76.26%	\$ 2,500.00	\$ 1,906.56
4	Asphalt Price Adjustment	L.S.	100%	24.18%			124.18%	\$ 2,500.00	\$ 3,104.44
<b>TOTAL:</b>									<b>\$ 193,096.27</b>

Recommended for Approval \_\_\_\_\_  
 Approved by  \_\_\_\_\_  
 INSPECTOR  
 MUNICIPAL ENGINEER

Original Contract \$ 207,165.50  
 Total Extra & Supplemental \$ 604.44  
 Total Reduction \$ 14,673.67  
 Total Adjusted Contract \$ 193,096.27  
 (Based on Change Order No. 1)

Total Cost of Construction \$ 193,096.27  
 Less Retainage of 2% \$ -  
 Less Previous Payments \$ 184,323.56

**PAYMENT NOW DUE \$ 8,772.71**

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

*Consulting Engineers, Planners Land Surveyors  
17 Plains Road  
Augusta, NJ 07822-2009*

**CHANGE ORDER NO. 1**

<b>Project</b>	Proposed Improvements to Macpeek Road
<b>Owner</b>	Township of Vernon, Municipal Building, 21 Church Street, Vernon Township, NJ 07462
<b>County</b>	Sussex County
<b>Contractor</b>	Tilcon New York, Inc., 9 Entin Road, Parsippany, New Jersey 07054

In accordance with the project Supplementary Specification, the following are changes in the contract.	
<b>Location and Reason for Change</b> (Attach additional sheets if required) -	
<b>Location:</b>	Proposed Improvements to Macpeek Road
<b>Reason:</b>	As Noted

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY (+/-)</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>REDUCTION</b>				
1	HMA Milling, 2" Thick <i>(As Built Quantities)</i>	65	Sq. Yd. \$ 2.95	\$ 191.75
2	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick <i>(As Built Quantities)</i>	178.86	TONS \$ 77.65	\$ 13,888.48
3	Fuel Price Adjustment	23.74%	L.S. \$ 2,500.00	\$ 593.44
<b>Total REDUCTION:</b>				<b>\$ 14,673.67</b>
<b>EXTRA</b>				
4	Asphalt Price Adjustment	24.18%	L.S. \$ 2,500.00	\$ 604.44
<b>Total REDUCTION:</b>				<b>\$ 604.44</b>

AMOUNT OF ORIGINAL CONTRACT: \$207,165.50

ADJUSTED AMOUNT BASED ON CHANGE ORDER NO. 1: \$193,096.27

% CHANGE IN CONTRACT: - 6.79%  
[(+) Increase or (-) Decrease]

EXTRA: \$ 604.44

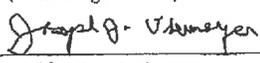
SUPPLEMENTAL: \$ -

REDUCTION: \$ 14,673.67

TOTAL CHANGE: \$ (14,069.23)

  
\_\_\_\_\_  
(Engineer)

2/20/20  
\_\_\_\_\_  
(Date)

(Presiding Officer)  
  
\_\_\_\_\_  
(Contractor)

(Date)  
1-27-2026  
\_\_\_\_\_  
(Date)



# TILCON NEW YORK INC.

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

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

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

Contract Description: **Milling and Paving for Mac Peek Road, Vernon Township,  
County of Sussex**

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

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

N/A

\_\_\_\_\_  
Name of Subcontractor or Supplier

\_\_\_\_\_  
Name of Subcontractor or Supplier

\_\_\_\_\_  
Name of Subcontractor or Supplier

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

\_\_\_\_\_  
Tilcon New York Inc.  
(Name of Subcontractor)

By: Joseph J. Obermeyer  
Joseph J. Obermeyer

Date: October 21, 2025

Title: Engineer-Performance Manager

Sworn and subscribed before me on this 20th day of October 2025.

Wendy Arias

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

# TOWNSHIP OF VERNON

## RESOLUTION #26-108

### AUTHORIZING CHANGE ORDER #1 OF CONTRACT FOR PROPOSED IMPROVEMENTS TO MACPEEK ROAD WITHIN VERNON TOWNSHIP WITH ROAD SAFETY SYSTEMS, LLC

**WHEREAS**, on August 11, 2025 by way of adoption of Resolution #25-214, the Council of the Township of Vernon awarded a contract through the use of the Morris County Cooperative Pricing Council Contract #26 to Road Safety Systems, LLC for Improvements on MacPeek Road which contract provided for an expenditure of \$96,916.00 and

**WHEREAS**, in a memo dated February 20, 2026, the Township Engineer states that the contract requires a Change Order #1 by the reduction of two (2) items in amount of \$1,580.00 and the addition of three (3) extra items in amount of \$29,117.00 resulting in an increased total contract amount of \$124,392.00; and

**WHEREAS**, the Township Engineer, in concurrence with the Mayor, recommends approving Change Order No. 1 resulting in the adjusted final contract amount of \$124,392.00.

**WHEREAS**, the Chief Finance Officer hereby certifies that the funds are available for these purposes.

**NOW THEREFORE BE IT RESOLVED**, by the Council of the Township of Vernon that it hereby approves the Township Engineer's recommendations and authorizes the Mayor to execute said Change Order No. 1 for said project resulting in the adjusted increased final contract amount of \$124,392.00 for said project; and

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

Certification of Funds Account: C-04-25-009-01 Amount: \$27,537.00 CMFO Signature: 
--

### CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on March 2, 2026 at 7:00 pm in the Vernon Municipal Center.

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

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						



**HAROLD E. PELLOW & ASSOCIATES, INC.**  
CONSULTING ENGINEERS · PLANNERS · LAND SURVEYORS  
ESTABLISHED 1969

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

**ANN PELLOW WAGNER**  
NJ - C.L.A., VA - C.L.A., PA - C.L.A.  
(8/26/64 - 7/27/68)

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

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

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

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

February 20, 2026

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

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

**SUBJECT:** FINAL PAPERWORK – ROAD SAFETY SYSTEMS, LLC  
Proposed Improvements to MacPeek Road – Guide Rail  
HPA No. 24-316

Dear Mayor,

Enclosed herewith please find the following final paperwork for Road Safety Systems, LLC in regard to the above-referenced project:

1. Copy of Vernon Township Purchase Order No. 25-01138, Drawdown No. 1 & Final, in the amount of \$124,392.00, due Road Safety Systems, LLC for work completed through November 07, 2025.
2. Estimate Certificate No. 1 & Final reflecting the final quantities.
3. Three (3) copies of Change Order No. 1 which reflect an adjusted contract amount of \$124,392.00. Kindly have an authorized Township representative sign and date all three copies on the line indicated *Presiding Officer*. Retain one copy for your file and **return the remaining two copies to this office**. We will forward one copy to Road Safety Systems, LLC and retain one copy for our records.
4. Letter dated November 07, 2025, from Deb Drayton of Road Safety Systems, LLC serving as certification that all subcontractors and material suppliers they utilized on this project have been paid in full for this project.

Please ensure that the Township has received all of Road Safety Systems, LLC's payroll certifications prior to issuing the final payment to them for this project.

Very truly yours,

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

CLS:ABE;sgg  
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\24-316 - 2025 MACPEEK ROAD\GUIDE RAIL\ROSSI6.DOC

Enclosures

cc: Road Safety Systems, LLC

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

### Purchase Order

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

**NO. 25-01138**

ORDER DATE: 08/15/25  
 DELIVERY DATE: 08/14/25  
 STATE CONTRACT: MCCPC #26  
 F.O.B. TERMS:  
 VENDOR ACCT NUM:  
 VENDOR PHONE #:  
 VENDOR FAX #:  
 REQUISITION #: R2502148

#### SHIP TO

ADMINISTRATION  
 VERNON TOWNSHIP  
 21 CHURCH STREET  
 VERNON, NJ 07462

#### VENDOR

Vendor #: FLEMI005

ROAD SAFETY SYSTEMS  
 12 PARK DR  
 SHAMONG, NJ 08088

#### PAYMENT RECORD

CHECK NO.

DATE PAID

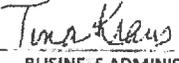
NOTICE: TAX EXEMPT - TAX ID: 22-6002358

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	MacPeek Rd Guide Rails Per Res 25-00214  MCCPC#26	C-04-25-009-01	96,916.0000	96,916.00
			<b>TOTAL</b>	<b>96,916.00</b>

<b>DRAWDOWN NO. 1 AND FINAL FOR WORK COMPLETED THROUGH 11/07/2025 AS SHOWN ON ESTIMATE CERTIFICATE NO. 1 (ATTACHED)</b>	
ORIGINAL CONTRACT AMOUNT	\$ 96,855.00
ADJUSTED CONTRACT AMOUNT BASED ON CHANGE ORDER No. 1	\$124,392.00
WORK COMPLETED THROUGH 11/07/2025	\$124,392.00
LESS 2% RETAINAGE	(\$ 0.00)
LESS PREVIOUS PAYMENTS	(\$ 0.00)
<b>AMOUNT DUE THIS DRAWDOWN</b>	<b>\$124,392.00</b>

#### APPROVED FOR PURCHASE

  
 QUALIFIED PURCHASING AGENT  
  
 BUSINESS ADMINISTRATOR/MAYOR

#### CERTIFICATION OF FUNDS

  
 CHIEF FINANCIAL OFFICER

#### APPROVAL FOR PAYMENT

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

 2/20/24  
 DEPT. HEAD                      DATE

#### VENDOR'S CERTIFICATION & DECLARATION

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

**X**  
**Vendor sign & return here**

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

**Estimate Certificate No. 1 & Final**

**Date:** For Work Completed Through November 07, 2025  
**Project:** Proposed Improvements to MacPeck Road - **Guide Rail**  
**Owner:** Township of Vernon, Municipal Building, 21 Church Street, Vernon, NJ 07462  
**Contractor:** Road Safety Systems, LLC, 12 Park Drive, Shamong, NJ, 08088

Item No.	Description	Unit Measure	Original Contract Quantity	Extra or Supplem. Quantity	Reduction Quantity	Adjusted Quantity	Quantity to Date	Unit Price Totals	Total Amt. to Date or Final
8	REMOVAL OF BEAM GUIDE RAIL & POSTS	LIN. FT.	1,895	619.5		2,514.5	2,514.5	\$6.00	\$ 15,087.00
9	STEEL BEAM GUIDE RAIL ( 6" POST SPACING)	LIN. FT.	1,495	520		2,015	2,015	\$35.00	\$ 70,525.00
10	TANGENT GUIDE RAIL TERMINAL, 50' LONG, GALVANIZED STEEL	UNIT	8	2		10	10	\$3,600.00	\$ 36,000.00
11	DELINEATORS, BUTTERFLY REFLECTORS	UNIT	61		8	53	53	\$10.00	\$ 530.00
12	GUIDE RAIL POST, 6' LONG (FOR OBSTRUCTION)	UNIT	25		10	15	15	\$150.00	\$ 2,250.00
<b>TOTAL:</b>									<b>\$ 124,392.00</b>

*Recommended for Approval*

Approved by  INSPECTOR

 MUNICIPAL ENGINEER

Original Contract \$ 96,855.00  
 Total Extra & Supplemental \$ 29,117.00  
 Total Reduction \$ 1,580.00  
 Total Adjusted Contract \$ 124,392.00  
 (Based on Change Order No. 1)

Total Cost of Construction \$ 124,392.00  
 Less Retainage of 0% \$ -  
 Less Previous Payments \$ -

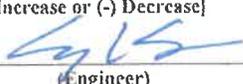
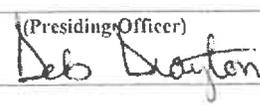
**PAYMENT NOW DUE:**  
**\$ 124,392.00**

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
STATE AID PROJECTS  
CHANGE ORDER NUMBER - 1  
Division of Local Aid and Economic Development**

<b>Project</b>	Proposed Improvements to MacPeck Road - Line Striping
<b>Municipality</b>	Township of Vernon. Municipal Building, 21 Church Street, Vernon, NJ 07462
<b>County</b>	Sussex
<b>Contractor</b>	Dan Dwayze & Son, Inc., 2351 Waldheim Avenue, Scotch Plains, NJ 07076

In accordance with the project Supplementary Specification, the following are changes in the contract.	
Location and Reason for Change <small>(Attach additional sheets if required)</small>	
<b>Location</b>	MacPeck Road, Vernon Township
<b>Reason</b>	As-built quantities.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY (+/-)</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>REDUCTION</b>				
11	DELINEATORS, BUTTERFLY REFLECTORS	8 UNITS	\$ 10.00	\$ 80.00
12	GUIDE RAIL POST, 6' LONG (FOR OBSTRUCTION)	10 UNITS	\$ 150.00	\$ 1,500.00
Total REDUCTION:				\$ 1,580.00
<b>EXTRA</b>				
8	REMOVAL OF BEAM GUIDE RAIL & POSTS	619.5 LIN. FT.	\$ 6.00	\$ 3,717.00
9	STEEL BEAM GUIDE RAIL ( 6' 3" POST SPACING)	520.0 LIN. FT.	\$ 35.00	\$ 18,200.00
10	TANGENT GUIDE RAIL TERMINAL, 50' LONG, GALV. STEE	2 UNITS	\$ 3,600.00	\$ 7,200.00
Total EXTRA:				\$ 29,117.00

AMOUNT OF ORIGINAL CONTRACT:	<u>\$96,855.00</u>	EXTRA:	<u>\$ 29,117.00</u>
ADJUSTED AMOUNT BASED ON CHANGE ORDER NO. 1:	<u>\$124,392.00</u>	SUPPLEMENTAL:	<u>\$ -</u>
% CHANGE IN CONTRACT: [(+) Increase or (-) Decrease]	<u>+24.8%</u>	REDUCTION:	<u>\$ 1,580.00</u>
		TOTAL CHANGE:	<u>\$ 27,537.00</u>
 _____ (Engineer)	<u>1/20/26</u> (Date)	_____ (District Manager)	_____ (Date)
_____ (Presiding Officer)	_____ (Date)	(Division of Local Aid and Economic Development)	
 _____ (Presiding Officer)	<u>2/10/26</u> (Date)		



Guide Rail • Signs • Sign Structures • Bridge Railing • Green Energy Solutions  
[www.RoadSafetySystem.com](http://www.RoadSafetySystem.com)

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November 7, 2025

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

Re: HPA #24-316, MacPeek Road – Guide Rail  
Vernon Township, Sussex County, NJ

Dear Mr. Pellow,

This letter serves as certification that all subcontractors and material suppliers have been paid in full for the above project.

Sincerely,

A handwritten signature in blue ink that reads 'Deb Drayton'.

Deb Drayton, CFO  
Road Safety Systems, LLC

Equal Opportunity/Affirmative Action Employer

1512 Mays Landing Road  
Hammonton, NJ 08037  
Phone: (609) 801-9332/9333 – Fax: (609) 801-9334



**TOWNSHIP OF VERNON**

**RESOLUTION #26-109**

**AREOLUTION OF THE TOWNSHIP OF VERNON AUTHORIZING AN AGREEMENT  
BETWEEN THE TOWNSHIP POLICE DEPARTMENT AND ATLANTIC HEALTH  
SYSTEM, NEWTON MEDICAL CENTER TO CONTINUE THE JOINT PARTICIPATION  
IN THE ARRIVE TOGETHER PROGRAM**

**WHEREAS**, the Vernon Township Police Department has recommended that the Mayor and Council approve the execution of a Memorandum of Understanding to continue the joint participation in the Arrive Together Program to enhance and support law enforcement and response to certain behavioral health crisis calls, along with members of participating Police Departments, and

**WHEREAS**, the Mayor and Council of Vernon Township have determined to approve the execution of the Memorandum of Understanding, attached hereto.

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Township of Vernon that the Police Chief is hereby authorized to execute on behalf of the Township of Vernon the Memorandum of Understanding with Atlantic Health System, Newton Medical Center.

XX

**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 March 2, 2026 at 7:00 pm in the Vernon Municipal Center.

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

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

**MEMORANDUM OF UNDERSTANDING**

**between**

**Andover Township Police Department, Byram Township Police Department, Franklin Borough Police Department, Hamburg Borough Police Department, Hardyston Township Police Department, Hopatcong Borough Police Department, Newton Police Department, Borough of Ogdensburg Police Department, Sparta Township Police Department, Stanhope Borough Police Department, Vernon Township Police Department, and the Division of New Jersey State Police (Sussex Station) (Participating Police Departments)**

**- and -**

**AHS Hospital Corp./Newton Medical Center  
(Participating Mental Health Service Provider)**

**TO ESTABLISH JOINT PARTICIPATION IN THE ARRIVE  
TOGETHER PROGRAM TO ENHANCE AND SUPPORT  
RESPONSE TO CERTAIN BEHAVIORAL HEALTH CRISIS  
CALLS**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into between the above-Participating Police Departments (“PPD” or “officer”) and the above-named Mental Health Service Provider (“MHSP”) (collectively “the Parties”), to establish joint participation in the ARRIVE Together Program (“the Program”) to enhance and support law enforcement and response to certain behavioral health crisis calls, and shall confirm the mutual understanding and intention of the Parties as set forth herein.

**WHEREAS**, pursuant to N.J.S.A. 30:4-27.1, et seq. (“Screening Law”) and N.J.A.C. 10:31-1.1, et seq. (“Screening Regulations”), it is the policy of this State to provide for a public mental health system that delivers treatment consistent with a person’s clinical condition, and that screening services be developed as the public mental health system’s entry point in order to provide accessible crisis intervention, evaluation and referral services to persons with mental illness, to offer persons with mental illness clinically appropriate alternatives to inpatient care, and, when necessary, to provide a means for involuntary commitment to treatment; and

**WHEREAS**, the Parties recognize the importance of ensuring the safety of every person involved in civilian law enforcement interactions, and that many of the negative outcomes that have resulted from such interactions may stem from law enforcement officers responding to situations involving individuals experiencing behavioral health crises; and

**WHEREAS**, the MHSP has been designated by the New Jersey Department of Human Services (“DHS”) to provide screening and other medical/health services in accordance with state law and regulations, within the county being served by this MOU; and

**WHEREAS**, DHS contracts annually with the MHSP for the provision of screening services and other services, pursuant to N.J.A.C. 10:31:10.1(c), or the Community Mental Health Services Act of 1957, as amended and DHS Contracting Policy; and

**WHEREAS**, the New Jersey Department of Law and Public Safety and the DHS have executed a separate agreement which will provide for funding for this Pilot Program upon presentation of invoices in conformance with this Agreement by the MHSP to DHS; and

**WHEREAS**, the Screening Law provides officers and mental health specialists with the legal authority to transport or authorize transport of individuals who are experiencing a behavioral health crisis to an emergency department for a full assessment where appropriate; and

**WHEREAS**, law enforcement officers may request the assistance of mental health specialists when responding to emergency service calls that relate to behavioral health crises and mental health personnel may request assistance from officers when responding to requests for emergency screening; and

**WHEREAS**, in an effort to improve the outcomes in law enforcement’s response to emergency behavioral health crisis calls, to divert individuals in crisis from unnecessary entry into the criminal justice system, and to more efficiently employ the resources of both the PPD and the MHSP as they respond to calls for service, the Parties seek to establish a Pilot Program; and

**WHEREAS**, this MOU is intended to memorialize the relationship and delineate the responsibilities of the Parties in this cooperative joint effort.

**NOW, THEREFORE**, the Parties agree as follows:

**I. Definitions**

For the purposes of the Program, the following definitions shall apply:

- A. Behavioral Health Crisis Calls** means emergency calls for service received by the PPD’s 911 system or by the MHSP, which may include the MHSP responding to a person:
  - a. With behavioral/mental health issues;
  - b. With confusion/disorientation;
  - c. In need of a welfare check;
  - d. At risk of suicide; and
  - e. Exhibiting other indications that behavioral or mental health services may be required.

- B. **“Follow-up Services”** means calls from the PPD for mental health services to be provide by the MHSP after an encounter by the PPD with an individual who the PPD deems in need of mental health services, which may include the MHSP responding to a person:
  - a. With behavioral/mental health issues;
  - b. With confusion/disorientation;
  - c. In need of a welfare check;
  - d. At risk of suicide; and
  - e. Exhibiting other indications that behavioral or mental health services may be required.
  
- C. **MHSP Specialist** means a mental health screener as defined by N.J.S.A. 30:4-27.2 or other qualified specialist, such as a crisis intervention specialist, therapist, social worker, psychiatrist, psychologist, nurse, or other professional possessing the relevant academic training or experience to do outreach for the purposes of clinical screening, clinical support, intervention or crisis referrals.
  
- D. **HIPAA** means the regulations adopted by the U.S. Secretary of the Department of Health and Human Services pursuant to Health Insurance Portability and Accountability Act of 1996 42 U.C.S. § 1302(a) and found at 42 C.F.R. Subchapter C.
  
- E. **SAMHSA Privacy Regulations** means the privacy regulations adopted by the Substance Abuse and Mental Health Services Administration pursuant to 42 U.S.C. § 290dd-2 and found at 42 C.F.R. Part 2.

**II. Program Description**

**A. Location**

- 1. The Program will respond to behavioral health calls for service or calls identified by law enforcement that could benefit from mental or behavioral health follow-up:
  - a. **County:** Sussex
  
  - b. **Municipalities:** Andover Borough, Andover Township, Branchville Borough, Byram Township, Frankford Township, Franklin Borough, Fredon Township, Green Township, Hamburg Borough, Hampton Township, Hardyston Township, Hopatcong Borough, Lafayette Township, Montague Township, Newton Town, Borough of Ogdensburg, Sandyston Township, Sparta Township, Stanhope Borough, Stillwater Township, Sussex Borough, Vernon Township, Walpak Township, and Wantage Township

**B. Program Type**

- 1. The Parties may select one or more Program types as set forth in Section B and described more fully in Section C below for the term of this MOU. Should the Parties change, reduce or increase the Program type during the term of this MOU, the Parties shall notify DHS and LPS who shall determine whether such change, reduction or increase in Program type

is authorized. Any such material change to the terms and conditions of this MOU shall require a written amendment, signed by the Parties, and may result in changes to other terms and conditions herein.

2. The Parties agree to implement one or more of the Programs as selected below.

\_\_\_ a. Co-Responder Program (law enforcement officer and MHSP specialist respond together to emergency service calls and/or follow up visits that relate to behavioral health crisis)

\_\_\_ b. Telehealth Program (law enforcement officers provided with electronic devices to connect persons suffering behavioral health crisis to a MHSP specialist via video to receive services)

X c. Follow-up Program (law enforcement officers inform MHSP specialist of individuals encountered by law enforcement that need services of MHSP specialist within a designated timeframe following the law enforcement interaction as determined by the Parties)

\_\_\_ d. Close in Time Follow-up Program (MHSP specialist follows up with individuals encountered by law enforcement close in time, generally within 30 minutes of the encounter, to the law enforcement encounter and provides social and health services as determined by the Parties)

**C. Program Responsibilities (as applicable)**

1. Frequency

a. The Program will be implemented weekly on the days determined by the Parties, and at times of the highest volume of behavioral health crisis calls for service as determined by the PPDs, in consultation with the MHSP.

i. The PPDs will determine a staffing schedule for their officers.

ii. Regardless of where the participating officer is based, the Program will always respond to qualifying calls in any of the participating municipalities identified in Section 1.b. above, as described below.

b. Shift times will be determined by the Parties, and may be altered if, in consultation with DHS and the MHSP, the PPDs determine that significantly greater relevant calls for service consistently occur at different hours.

2. Personnel

a. When co-responding as defined in Section II B2(a), the PPDs will each provide one or more experienced law enforcement officers who complete Crisis Intervention Team

("CIT") training before or during the Program to participate in the Program. Participating Officers will not wear full uniform during the Program shifts, and instead will wear a polo shirt with an agency logo, or similar, and will drive an unmarked vehicle.

- b. At each service call, the Officers will identify themselves as law enforcement officers and ensure the safety of all actors before the MHSP specialist exits the police vehicle, to ensure there are no violent or potentially violent actors on scene, and remain at the scene while the Screener provides services.
- c. The PPDs shall provide training to each specialist identified by the participating MHSP on the proper procedures and protocols for riding in an unmarked police vehicle and responding to calls with an Officer prior to any specialist participating in the Program.
- d. The MHSP will provide one or more experienced specialists to participate in the Program. The participating specialists will perform crisis intervention and screening services and/or follow up services consistent with their statutory and regulatory duties at each call for service.
- e. When co-responding, the Officer will transport the MHSP specialist to calls for service in an unmarked police vehicle. The Officer will not respond to other calls for service while transporting the MHSP specialist except for those behavioral health crisis calls as defined below. In the event of an emergency that needs the Officer's immediate attention and is in the Officer's plain view, such as a motor vehicle accident or serious injury, the officer will stop to provide immediate assistance until further police assistance arrives. In the event of a call involving a life-threatening emergency, the Officer will only respond to the call upon the direction of their supervisor and will first transport the MHSP specialist to the closest safe location prior to responding to the call.
- f. For follow-ups, the PPD will provide the MHSP with information on individuals that they have encountered that they deem to require follow-up services at a mutually agreed upon frequency.
- g. The MHSP will determine how and when best to follow-up with the individuals. The follow-ups may be in-person, telephonic or virtual.

### 3. Coverage

- a. The Program will respond to behavioral health crisis calls for service made to the PPDs' 911 systems within the identified county, including those originating from the public, those incoming from other law enforcement officers or agencies within the area, and those incoming from the MHSP to the PPDs and/or their 911 systems.
- b. The Program will respond to crisis calls originating from the psychiatric emergency screening service within the identified county and 9-8-8 calls from individuals residing in the locales where the Program operates.

- c. When co-responding, the Program will respond to qualifying calls made to the municipality(ies) identified in Section II.A.1(b) above, regardless of where the ARRIVE officer is employed. Officers from the municipality from which the call originated will be responsible for securing the scene before the MHSP specialist enters. At the scene, once deemed safe, the non-ARRIVE officer(s) shall only provide assistance if specifically requested by the ARRIVE Officers on scene.
- d. When the PPD and the MHSP specialist meet at a location at the same time, the Program will respond to qualifying calls made to the municipality(ies) identified in Section II.A.1.(b) above by a MHSP meeting a CIT trained officer at an arranged safe location. If a CIT trained officer is unavailable to respond during Program hours, a CIT trained officer from municipality(ies) identified in Section II.A.1.(b) or another municipality in the county with the approval of the impacted chief, director, or officer in charge is permissible.
- e. When not responding to calls for service, the Program participants will proactively undertake follow-up visits with individuals from prior services or initiate contact with individuals identified as at-risk through other means.

#### 4. Data Collection and Evaluation

- a. PPDs and MHSPs shall collect data relevant to the assessment of the Program, as specified by the Department of Law and Public Safety (LPS) and/or Department of Human Services (DHS), Division of Mental Health and Addiction Services (DMHAS).
- b. Any and all data collected by the MHSP and shared with law enforcement shall be subject to confidentiality based on applicable mental health statutes including HIPPA.
- c. Should DLPS retain an academic institution to perform an evaluation of the Program the Parties and Participating Agencies agree, upon request, to provide the retained academic institution access to relevant data, subject to appropriate privacy and cybersecurity protections, to include 911 or computer-aided dispatch (CAD) data and interviews of participating employees, for the purposes of performing the assessment. The academic institution shall execute any required confidentiality agreements. If personally identifiable information is being shared, the confidentiality agreement must be compliant with HIPAA in particular, 45 C.F.R. 164.512(i), and with the SAMHSA.

#### 5. Confidentiality

The parties agree to keep confidential all records, recordings, and reports made in connection with the ARRIVE Program and/or certificates, applications, records, and reports made that directly or indirectly identify any individual presently or formerly receiving ARRIVE Program services. The parties further agree not to disclose them to any person, except as permitted by N.J.S.A. 30:4-24.3, and N.J.A.C. 10:37-6.79, HIPAA regulations and the SAMHSA Privacy Regulations. Such records are not subject to public access pursuant to EO 26 (2002) and N.J.S.A. 47:1A-1.

### III. PPD Responsibilities

- A. The PPD shall perform all necessary tasks required to implement the Program as detailed in Section II above, including, during responses to qualifying emergency calls for service, the participating officer shall assess and take measures to secure the environment in order to mitigate the potential for harm to the officer, mental health specialist, client, and any bystanders.
- B. The PPD shall make available the qualified officers required to implement the Program as detailed in Section II, and shall ensure all requisite training (including the requirement that all officers participating in the initiative successfully complete CIT training) and certifications have been obtained by participating officers.
- C. The PPD shall implement operational changes, as it deems necessary, to implement the Pilot Program, as detailed in Section II.
- D. The PPD shall provide the equipment necessary for participating officers to perform their duties under the Program, including providing an unmarked vehicle during the course of the Program.
- E. The PPD shall provide training to each participating MHSP specialist on the proper procedures and protocols for riding in a law enforcement vehicle and/or responding to calls with a police officer prior to any MHSP specialist participating in the Program.
- F. The PPD shall cooperate with the MHSP, other participating Law Enforcement Agency Partners within the county, as identified herein, as well as DHS, DMHAS, and DLPS, to facilitate and execute the goals of the Program. The PPD shall not request that the MHSP perform any activities that conflict with the Screening Law or Screening Regulations.
- G. The PPD shall ensure their participating officers follow all applicable Law Enforcement Directives and Guidelines issued by the Attorney General of New Jersey, as updated, amended, or supplemented (available at <https://www.njoag.gov>).

#### IV. **MHSP Responsibilities**

- A. The MHSP shall perform all necessary tasks required to implement the Program detailed in Section II, and shall provide those services in a manner consistent with the Screening Law and Screening Regulations when applicable and with DHS regulations, any applicable professional licenses and HIPAA and SAMHSA Privacy Regulations.
- B. The MHSP shall provide the specialists required to implement the Program, and shall ensure all requisite training has been obtained by the participating specialists.
- C. The MHSP shall ensure the equipment necessary for the participating specialists to perform their duties under the Program is provided. The equipment must be provided by the MHSP.
- D. The MHSP shall cooperate with the other Parties to facilitate and execute the Program in a manner consistent with the Screening Law and Screening Regulations.

- E. The MHSP shall bill DHS for services provided under the Program at the rate set forth herein under the same terms as included in the existing contract between DHS and the MHSP.
  - 1. The total amount billed under the Program shall not exceed the amount as determined by DHS and/or LPS and conveyed under a separate writing.
  - 2. The MHSP shall provide DHS with quarterly invoices specifically for services provided under the Program.
  - 3. The MHSP shall provide DHS with quarterly expenditure reports specifically for services provided under the Program in accordance with the DHS Contract Manual.

**V. Funding**

- A. Consistent with the terms of the existing contract between the MHSP and DHS, and the DHS Contract Policy and Information and Contract Reimbursement Manual, MHSP specialists participating in the Program shall be compensated for all services performed under the Program at their ordinary pay and ordinary contractual obligations.
  - 1. Payments to the MHSP for work performed in accordance with the Program, including overtime, if any, shall be allowed up to a maximum total amount reimbursed as determined by DHS and/or LPS and conveyed under a separate writing.
  - 2. The amount billed by the MHSP under the Program shall only include those amounts above insurer reimbursements.
- B. Except as set forth in Paragraph A in this Funding Section, each Party shall bear its own costs, including operational costs, in relation to this MOU. Expenditures by each Party will be subject to its own budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that the State of New Jersey will appropriate funds for such expenditures.

**VI. Points of Contact**

- A. The individual points of contact (“POC”) for each of the Parties to this MOU, and any other participating Law Enforcement Partners within the County, are set forth in Attachment A, which shall be attached hereto and made part of this MOU.
- B. The Parties agree that if there is any change to the POC or POC contact information, they will inform the other Parties in writing within 10 business days of the change and update the list of POCs in Attachment A accordingly.

**VII. Dispute Resolution**

- A. The Parties agree to cooperate and confer with each other to address any disputes or issues

which may arise in relation to this MOU and/or the Pilot Program.

### **VIII. Liability**

- A. Each Party shall be responsible for the actions of its officers and employees occurring during the performance of their obligations under this Agreement subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the Contractual Liability Act, N.J.S.A. 59:13-1, et seq., the availability of appropriated funds, and the MHSP's insurance obligations under its existing contract with DHS to provide screening services under the Screening Law. The State of New Jersey cannot agree to indemnify any third-party grantee or contractor, and is not providing any indemnification to any third-party grantee or contractor. The State of New Jersey does not carry general liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against it are covered under the terms and provisions of the Tort Claims Act. The Tort Claims Act also creates a fund into which the Legislature appropriates funds from time to time, and from which final tort claims are paid in accordance with its provisions. See N.J.S.A. 59:12-1. For claims beyond the purview of the Tort Claims and Contractual Liability Acts, it is agreed that none of the Parties to this Agreement assume any liability whatsoever for any alleged wrongful acts or omissions of the agents, servants, contractors, or employees of the other. Nothing in this Agreement shall be construed to waive any defenses or immunities available to any Party or its employees under the Tort Claims Act or other applicable law.
- B. The MHSP's liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination, and shall remain in effect until all potential liabilities arising from this MOU and the Program have lapsed.
- C. This MOU shall not be interpreted as a waiver of sovereign immunity. Any liability of the agencies that are party to this MOU is, to the extent applicable, subject to the New Jersey Screening Law, N.J.S.A. 30:4-27.1, et seq., and specifically, N.J.S.A. 30:4-27.7, the New Jersey Tort Claims Act, *supra*, the New Jersey Contractual Liability Act, *supra*, any other applicable law, and the availability of funding.
- D. For the duration of the Program, any MHSP specialist participating in the Pilot Program and receiving training from the PPD or other Participating Law Enforcement Agencies shall remain an employee of the MHSP and at no point will be considered an employee of the State of New Jersey, LPS, DHS, the PPD or other Participating Law Enforcement Agencies. Neither the State, LPS, DHS, nor the PPD or other Participating Law Enforcement Agencies shall have control over the duties of any MHSP specialist participating in the Program, or their performance thereof.

### **IX. Duration, Withdrawal, and Termination**

- A. The MOU will take effect upon signature of the Parties and shall remain in effect until December 31, 2026.

- B. Any Party may terminate the agreement by providing all other Parties 30 days written notice. Such notice shall also be provided to DHS, DMHAS, and LPS at the contact addresses in Attachment A.
- C. Upon mutual agreement of the Parties, and with the approval of DHS and LPS, the Program may be renewed for additional one-year terms. Any such renewal shall be set forth in writing and attached hereto and made part of this MOU.

**X. Compliance with Other Laws**

- A. The Parties agree that in the performance of this MOU and the Program, they will comply with all applicable federal, State, and local laws, statutes, and regulations, including all requirements of HIPAA and SAMHSA Privacy Regulations.

**XI. Effect on Other Authorities**

- A. Nothing in this MOU is intended to restrict the authority of any Party to act as permitted by law, or to restrict a Party from administering or enforcing any law. This MOU should not be construed as limiting or impeding the basic spirit of cooperation that exists between the Parties.
- B. This MOU does not impose any additional duties and responsibilities on any of the Parties that go beyond that which is already required by existing law.

**XII. Assignment**

- A. Neither this MOU nor any of the rights, duties, or obligations of the Parties hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, without the prior written consent of the other Parties. Any assignment or delegation or attempted assignment or delegation without such consent shall be void and of no force or effect.

**XIII. Severability**

- A. Nothing in this MOU is intended to conflict with applicable State or federal laws, the directives of the Attorney General of New Jersey, or a Party's regulations. If a provision of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

**XIV. No Private Rights Created**

- A. This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the State of New Jersey, or against any department, agency, officer, employee of the State of New Jersey, any Party to this MOU, entity, or any other person.
- B. There are no third-party beneficiaries to this MOU and the Parties do not intend to create any third-party beneficiaries to it.

**XV. Non-Waiver**

- A. The failure by a Party to insist on performance of any term or condition or to exercise any right or privilege included in this MOU shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not in the future waive any such term or condition or any right or privilege. No waiver by a Party of any breach of any term of this MOU shall constitute a waiver of any subsequent breach or breaches of such term.

**XVI. Entire Agreement & Amendments or Modifications**

- A. This MOU may be amended only after written agreement of the Parties. Any such amendment or modification shall be in writing, in the form of an Addendum to this MOU, which shall be signed by the Parties and shall be attached hereto and made part of this MOU.
- B. This MOU, including any Attachments and Schedules contained within it, represents the entire understanding and agreement between the Parties and supersedes all prior agreements and understandings between the Parties.

**XVII. Authorization**

- A. By execution of this MOU, the Parties represent that they are duly authorized and empowered to enter into this MOU and to perform all duties and responsibilities established in this MOU.

**XVIII. Electronic Signature and Counterparts**

- B. The Parties agree that the execution of this MOU by electronic signature and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures. This MOU may be executed in counterparts and those counterparts, when assembled, shall constitute the Entire Agreement as defined above.

SIGNATURE PAGE FOLLOWS

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

**Signatories**

The terms of this Agreement have been read and understood by the persons whose signatures appear below.

**For the Mental Health Service Provider:**

Provider Name:

By:   
Name: Sheilah O'Halloran, Esq.  
Title: EVP, Legal Affairs & General Counsel

Dated: 2/03/2026

**For the Participating Police Department(s):**

PPD Name:

By: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

**For the Department of Law and Public Safety  
Division of New Jersey State Police:**

By: \_\_\_\_\_  
Colonel Patrick J. Callahan  
Superintendent

By: \_\_\_\_\_  
Matthew J. Platkin  
Attorney General of New Jersey

**Attachment A**

**POINT OF CONTACT INFORMATION**

For the Department of Law and Public Safety:

LPS: Tiffany Wilson  
Director  
Office of Alternative and Community Responses  
Office of the Attorney General  
25 Market Street  
Trenton, NJ 08625  
Email: [tiffany.wilson@njoag.gov](mailto:tiffany.wilson@njoag.gov)  
Phone: 862-350-5807

For the Department of Human Services:

Renee Burawski  
Acting Assistant Commissioner  
Division of Mental Health and Addiction Services  
5 Commerce Way, 2nd floor  
Hamilton, N.J. 08625  
Email: [renee.burawski@dhs.nj.gov](mailto:renee.burawski@dhs.nj.gov)  
Phone: 609-438-4352

For Sussex County Prosecutor's Office

Acting Prosecutor Sahil K. Kabse  
[skabse@scpo.sussex.nj.us](mailto:skabse@scpo.sussex.nj.us)  
973-383-1570

Acting Assistant Prosecutor Jonathan McMeen  
[jmcmeen@scpo.sussex.nj.us](mailto:jmcmeen@scpo.sussex.nj.us)

Annmarie Taggart  
[Annmarie.taggart@scpo.sussex.nj.us](mailto:Annmarie.taggart@scpo.sussex.nj.us)

For the Mental Health Service Provider:

Sean Cullen  
Director: Behavioral Health  
Atlantic Health System  
Newton Medical Hospital  
175 High Street

Newton, New Jersey  
Sean.Cullen@atlanticealth.org  
973-383-0973  
Summer Taylor  
Outreach Crisis Clinician  
Atlantic Health System  
Newton Medical Hospital  
175 High Street  
Newton, New Jersey  
Summer.Taylor@atlanticealth.org  
973-383-0973 Option 1

For the Participating Police Department(s):