



VERNON TOWNSHIP COUNCIL MEETING AGENDA

APRIL 22, 2024

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

1. CALL TO ORDER

2. **STATEMENT:** Adequate Notice of this Regular Meeting was provided to the public and the press on January 17, 2024 and was posted at the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A.10:4-7.

3. SALUTE THE FLAG

4. ROLL CALL

5. PROCLAMATIONS

Autism Month

6. MAYOR COMMENTS

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

8. REVIEW OF BILLS LIST

9. APPROVAL OF MINUTES

April 8, 2024 – Executive Session

April 8, 2024 – Regular Meeting

10. CONSENT AGENDA

Resolution #24-115: Resolution Opposing the Department of Environmental Protection's Reassignment of Municipalities from Tier B to Tier A for Permitting of Municipal Separate Storm Sewer Systems

Resolution #24-116: Governing Body Certification of Compliance with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

Resolution #24-117: Approving Active Volunteer Firefighter for Membership in the New Jersey State Fireman's Association (Mueller)

Resolution #24-118: Refund Overpayment Due to Tax Court Judgement (Sangare – Block 541 Lot 48)

Resolution #24-119: Resolution Authorizing Award of Contract to Vendor with National Cooperative Contracts HGACBUY

Resolution #24-120: Authorizing the Township of Vernon to Accept Loan of Fire Tanker from the Township of Mahwah

Resolution #24-121: Authorizing the Cancellation of Outstanding Checks Over Six Months Old to Municipal Cash Balances

Resolution #24-122: Authorizing Approval of Sussex County Contributions to Vernon Emergency Medical Services (VEMS)

Resolution #24-123: Refund Overpayment Due to State Tax Court Judgement (Spiotti & Associates) Block 220 Lot 1

Resolution #24-124: Refund Overpayment Due to State Tax Court Judgement (Spiotti & Associates) Block 220 Lot 1

Resolution #24-125: Refund Overpayment Due to State Tax Court Judgement (Spiotti & Associates) Block 220 Lot 1

Resolution #24-126: Refund for Totally Disabled Veteran (Block 106 Lot 21-Stewart)

Resolution #24-127: (Block 106 Lot 21) Cancelling Taxes for Total Disabled Veteran

Resolution #24-128: Refund for Totally Disabled Veteran (Block 8 Lot 3-Rivera)

Resolution #24-129: Refund for Totally Disabled Veteran (Block 8 Lot 3-Rivera)

Resolution #24-130: (Block 8 Lot 3-Rivera) Cancelling Taxes for Total Disabled Veteran

Resolution #24-131: Refund for Totally Disabled Veteran (Block 306 Lot 16-Gerry)

Resolution #24-132: Refund for Totally Disabled Veteran (Block 306 Lot 16-Gerry)

Resolution #24-133: (Block 306 Lot 16- Gerry) Cancelling Taxes for Total Disabled Veteran

Resolution #24-134: Refund Overpayment (Block 106 Lot 43-Humphreys)

Resolution #24-135: Refund Overpayment (Block 526 Lot 279-Russell)

Resolution #24-136: Refund Overpayment (Multiple Block & Lots-Corelogic)

Resolution #24-137: Refund Overpayment (Block 529 Lot 176-Corelogic)

Resolution #24-138: Refund for Totally Disabled Veteran (Block 355 Lot 6-Grullon)

Resolution #24-139: Resolution Authorizing Leasing of Certain Vehicles for the Department of Administration Through Sourcewell National Cooperative #060618-EFM Through Enterprise Fleet Management Services Inc. (Quote No. 7846810 1 x Agate Black Metallic)

Resolution #24-140: A Resolution Expressing Community Support for Water and Wastewater Infrastructure Projects

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

12. COUNCIL COMMENTS

13. COUNCIL PRESIDENT COMMENTS

14. ADJOURNMENT

Proclamation



Designation of April as Autism Month

WHEREAS, Autism spectrum disorders are a group of developmental disabilities characterized by atypical development in socialization, communication, and behavior, which generally appear before three years of age and continue over a lifetime; and

WHEREAS, an estimated one-third of people with autism are unable to communicate verbally; and

WHEREAS, approximately two-thirds of children with autism between the ages of 6 and 15 have been the victims of bullying; and

WHEREAS, nearly 28 percent of 8-year-olds with an autism spectrum disorder have engaged in self-injurious behavior such as head banging, arm biting, or skin scratching; and

WHEREAS, almost half of those with autism have wandered or bolted from safety, and drowning accounts for approximately 90 percent of deaths associated with wandering or bolting by children with autism aged 14 and younger; and

WHEREAS, the lifetime cost of caring for a person with autism is estimated to be as great as \$2.4 million; and

WHEREAS, although there is no known cure for autism, research suggests that early diagnosis and treatment can reduce the cost of lifetime care and improve outcomes for people with autism; and

WHEREAS, according to the Centers for Disease Control and Prevention, more than 3.5 million Americans live with an autism spectrum disorder, and one out of every 59 American children born today will be diagnosed with autism; and

WHEREAS, New Jersey has the highest rate of autism in the nation, and the prevalence of autism in the State continues to exceed and outpace the rate of autism in other states; and

WHEREAS, since the 1970s, National Autism Awareness Month has taken place annually in April to highlight the growing need for concern and awareness about autism; and

WHEREAS, given the rapidly growing rate of autism spectrum disorders in New Jersey and the pressing need for early detection, it is altogether fitting and proper, and within the public interest, to designate April of each year as "Autism Awareness Month" in New Jersey and to encourage the citizens of this State to join the observance of the month and raise awareness of autism spectrum disorders;

NOW THEREFORE, BE IT RESOLVED BY the Vernon Township Mayor and Council that April is recognized as National Autism Month in Vernon Township, NJ.

Anthony Rossi, Mayor

Patrick Rizzuto, Council President



Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	3-01	15,594.27	0.00	0.00	15,594.27
CURRENT FUND	4-01	2,275,159.60	0.00	0.00	2,275,159.60
CAPITAL FUND	C-04	200,503.03	0.00	0.00	200,503.03
GRANT FUND	G-02	48,269.38	0.00	0.00	48,269.38
OTHER TRUST	T-14	5,973.30	0.00	0.00	5,973.30
RECREATION TRUST	T-16	45.00	0.00	0.00	45.00
	Year Total:	6,018.30	0.00	0.00	6,018.30
	Total of All Funds:	2,545,544.58	0.00	0.00	2,545,544.58

Range of Checking Accts: First to Last Range of Check Dates: 04/04/24 to 04/17/24
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING			
61549	04/05/24	VERNO075 VERNON SENIOR RECREATION			515
		24-00129 SC Programs	150.00		
61550	04/10/24	ACEWA005 ACE WALCO TERMITE & PEST CONTR			516
		24-00034 PEST CONTROL SERVICES	74.44		
61551	04/10/24	ACMEM005 ACME MARKETS, INC			516
		24-00086 Senior Center Kitchen Supplies	100.30	charged to T-14-56-813-00 Senior Trust	
		24-00146 Rec Programs & Events	63.95		
			<u>164.25</u>		
61552	04/10/24	AIRGR005 AIRGROUP LLC			516
		24-00459 EMERGENCY-WATER LEAK SENIOR CT	257.92		
61553	04/10/24	ALICI005 ALICIA SAAVEDRA FERRANTE, ESQ,			516
		24-00184 Prosecutor Services 2024	2,375.00		
61554	04/10/24	ALLIE020 ALLIED OIL			516
		24-00237 Municipal Gas Fuel	6,840.90		
61555	04/10/24	AMAZO005 AMAZON.COM SERVICES LLC			516
		24-00144 Rec Programs & Events	126.15		
		24-00157 VARIOUS FLEET ITEMS	29.71		
		24-00467 Office Supplies	31.74		
		24-00488 TO REPLACE AUTOMATIC DOOR STEP	1,032.09		
			<u>1,219.69</u>		
61556	04/10/24	ANNET005 ANNETTE DECEGLIA			516
		24-00524 Comm Garden Refund	45.00		
61557	04/10/24	BASSA005 BASSANI POWER EQUIPMENT			516
		24-00158 REPAIR VARIOUS GROUNDS EQUIP	176.72		
61558	04/10/24	BRIGH010 BRIGHTSPEED			516
		24-00295 Blanket - Telephone Service	847.61		
61559	04/10/24	BSNSP005 BSN SPORTS, LLC			516
		24-00481 BATTING CAGE NET	725.00		
61560	04/10/24	BUILD020 BUILDING SAFETY CONFERENCE OF			516
		24-00480 BLDG SAFETY CONFERENCE	275.00		
61561	04/10/24	CAMPB010 CAMPBELL SUPPLY CO, LLC,			516
		24-00179 FREIGHTLINER TRUCK PARTS	13.63		
61562	04/10/24	CANNI005 THE CANNING GROUP LLC			516
		24-00187 Qualified Purchasing Serivces	1,583.34		

Check # PO #	Check Date	Vendor Description	Amount Paid	Reconciled/Void	Ref Num Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61563	04/10/24	CASIN005 CASINGS OF NEW JERSEY INC			516
		24-00390 TIRE DISPOSAL	295.00		
61564	04/10/24	CHERR005 CHERRY VALLEY TRACTOR SALES, I			516
		24-00483 PURCHASE SKID STEER PLATE	485.00		
61565	04/10/24	CHRIS070 CHRISTOPHER GRODEWALD			516
		24-00531 2023 REFUND 100% VETERAN	5,374.03		
		24-00532 2024 100% VETERAN REFUND	1,788.26		
			<u>7,162.29</u>		
61566	04/10/24	CLUTC005 DOVER BRAKE & CLUTCH			516
		24-00063 PARTS TO REPAIR DPW VEHICLES	115.54		
61567	04/10/24	COPPO025 COPPOLA SERVICES, INC			516
		22-01659 PS 2 REPLACEMENT	84,544.60		
61568	04/10/24	COREL080 CORELOGIC - REFUND DEPT			516
		23-01205 TAX REFUND OVERPAYMENT	2,357.29		
61569	04/10/24	CRYST005 CRYSTAL MOUNTAIN SPRINGS			516
		24-00022 WATER COOLER SERVICE	242.99		
61570	04/10/24	DANIE010 DANIEL CASTROVILLARI			516
		24-00527 100%EXEMPT VET TAX REFUND 2023	5,114.96		
		24-00528 100 EXEMPT VET TAX REFUND 2024	2,502.90		
			<u>7,617.86</u>		
61571	04/10/24	DELAI005 DELAINA REPOLA			516
		23-01602 100% DISABLED VETERAN REFUND	4,305.95		
61572	04/10/24	DEWBE005 DEWBERRY ENGINEERS, INC.			516
		23-00617 Soil Characterization 269-7	47,975.50		
61573	04/10/24	DO000005 WILLIAM J MARION, D.O.			516
		24-00318 Blanket DPW -CDL Physicals	175.00		
61574	04/10/24	ELAVO005 ELAVON, INC			516
		24-00352 2024/Court/ Credit Card Fees	143.15		
61575	04/10/24	ENTER020 ENTERPRISE FLEET MANAGMENT, INC			516
		24-00255 GPVAC Enterprise Lease	591.94		
61576	04/10/24	ERNES005 ERNEST SORICELLI			516
		24-00525 100% EXEMPT VET REFUND	1,114.73		
61577	04/10/24	FASTE005 FASTENAL COMPANY			516
		24-00176 RE-STOCKING OF SAFETY VENDING	237.82		
61578	04/10/24	FEDER015 FEDERAL EXPRESS			516
		24-00429 Munnicipal - Express Postage	68.07		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61579	04/10/24	FIREF010 FIREFIGHTER ONE LLC			516
		24-00486 AIR BOTTLES	22,394.00		
61580	04/10/24	FLORI005 FLORIO, PERRUCCI,STEINHARDT &			516
		24-00353 2024 Twp Labor Counsel	200.00		
		24-00354 2024 Twp Legal Labor Services	2,642.64		
			<u>2,842.64</u>		
61581	04/10/24	GEORG030 GEORGE GRULLON			516
		24-00538 2023 TAX REFUND	174.35		
		24-00539 2024 REFUND	4,190.30		
			<u>4,364.65</u>		
61582	04/10/24	GIANA005 MARCY GIANATTASIO			516
		24-00543 Zoom Webinar 3/25/24-4/24-24	59.70		
61583	04/10/24	GRANI005 GRANICUS, LLC			516
		24-00517 Short Term Rental Registration	7,071.64		
61584	04/10/24	HAROL005 HAROLD E PELLOW AND ASSOC, INC			516
		23-00118 work Performed	276.00		
		24-00278 Engineering	142.00		
		24-00570 Mun Eng Roads, Parks, LDP	2,937.76		
			<u>3,355.76</u>		
61585	04/10/24	HENDE010 HENDERSON PRODUCTS, INC			516
		24-00132 PARTS TO REPAIR HENDERSON EQUI	335.78		
61586	04/10/24	HHAUT005 H & H AUTO PARTS OF VERNON		04/10/24 VOID	0
61587	04/10/24	HHAUT005 H & H AUTO PARTS OF VERNON			516
		24-00059 PARTS TO REPAIR MUA VEHICLES	109.49		
		24-00060 PARTS TO REPAIR VES VEHICLES	1,231.38		
		24-00061 PARTS TO REPAIR DPW VEHICLES	1,677.34		
			<u>3,018.21</u>		
61588	04/10/24	HIGHL010 HIGHLAND FLOWERS AND GIFTS			516
		24-00139 SC Events	75.00		
61589	04/10/24	HIGHL025 HIGHLAND LAKES VOLUNTEER FIRE			516
		24-00553 Fire Dept Reimbursements Mar24	1,877.44		
61590	04/10/24	INTEG010 INTEGRATED MICRO SYSTEMS, INC			516
		24-00516 IT Services March 2024	3,600.00		
		24-00565 IT Services April 2024	2,800.00		
			<u>6,400.00</u>		
61591	04/10/24	JAMIE005 JAMIE HAUZE			516
		24-00536 2023 REFUND	658.47		
		24-00537 2024 REFUND	1,965.50		
			<u>2,623.97</u>		

Check # PO #	Check Date	Vendor Description	Amount Paid	Reconciled/Void	Ref Num Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61592	04/10/24	JCPL0005 JCP&L 24-00523 Municipal Electric Services	10,133.12		516
61593	04/10/24	JEMEL005 JEM ELECTRIC LLC 24-00508 EMERGENCY	865.00		516
61594	04/10/24	KEVIN010 KEVIN CANOVA 24-00530 100% EXEMPT TAX REFUND	2,948.24		516
61595	04/10/24	KUIKE005 KUIKEN BROTHERS CO., INC. 24-00409 SNACK SHACK REPAIRS	570.63		516
61596	04/10/24	KUNZO005 APRIL A KUNZ-OLEKSY 24-00140 SC Exercise Programs	760.00	charged to T-14-56-813-00 Senior Trust	516
61597	04/10/24	LAKEW005 LAKE WALLKILL COMM 24-00496 MSA Lighting 2020-2023	881.12		516
61598	04/10/24	LAWOF020 LAW OFFICE OF JOHN C GREY JR. 24-00189 Municipal Public Defender Serv	1,650.00		516
61599	04/10/24	LAWSO010 LAWSON PRODUCTS 24-00066 VARIOUS SHOP SUPPLIES	295.39		516
61600	04/10/24	LJSEC005 LJ SECURITY 24-00490 Annual Fire Alarm System	732.00		516
61601	04/10/24	LOEFF005 LOEFFEL'S WASTE OIL SERVICE LL 24-00020 USED OIL DISPOSAL	758.25		516
61602	04/10/24	MCAFE010 MC AFEE HARDWARE CO., INC. 23-00126 FLEET: VARIOUS REPAIR PARTS 24-00011 B&G SUPPLIES 24-00012 PARKS SUPPLIES 24-00130 VARIOUS HARDWARE NEEDS	4.60 39.76 93.37 29.08 <u>166.81</u>		516
61603	04/10/24	MODER005 MODERN HANDLING EQUIPMENT CO 23-00948 NEW BRUSH BANDIT WOOD CHIPPER 24-00487 FOR A SET OF CHIPPER KNIVES	49,847.50 813.50 <u>50,661.00</u>		516
61604	04/10/24	MONTA015 MONTAGUE TOOL & SUPPLY 24-00076 PARTS TO REPAIR SMALL ENGINES 24-00456 TRASH PICKERS	169.96 293.88 <u>463.84</u>		516
61605	04/10/24	MORRI040 MORRIS COUNTY TCTA 24-00427 2024 MEMBERSHIP FEES	80.00		516
61606	04/10/24	NEXUS005 NEXUS TITLE AGENCY 24-00535 2024 TAX REFUND	2,540.50		516

Check # PO #	Check Date Description	Amount Paid	Reconciled/Void	Ref Num Contract
10-001	GENERAL/CENTRAL CHECKING	Continued		
61607	04/10/24 NIELS005 NIELSON FORD INC 24-00077 FORD PARTS AND REPAIRS	188.16		516
61608	04/10/24 NJIAA015 NJ-IAAO 24-00430 NJIAAO Course 101	850.00		516
61609	04/10/24 NJMEB005 NJMEBF 24-00447 JANUARY 2024	301,954.54		516
61610	04/10/24 NORTH015 NORTH EAST PARTS GROUP LLC 24-00058 PARTS TO REPAIR DPW VEHICLES	265.19		516
61611	04/10/24 NORTH025 NORTH JERSEY COURT ADMIN ASSOC 24-00571 2024/Municipal Court	65.00		516
61612	04/10/24 NORTH050 NORTHEAST COMMUNICATIONS INC 23-01510 Portable Radio- XPR7550E	5,897.50		516
61613	04/10/24 OFFIC005 NJ PLANNING OFFICIALS 24-00555 Member Training	136.00		516
61614	04/10/24 PENTE005 PENTELEDATA LP 24-00383 Blanket - Muni Cable Services	507.80		516
61615	04/10/24 POWER020 POWER PLACE INC. 24-00461 FILTERS TO SERVICE ROAD MOWER	939.56		516
61616	04/10/24 PRIME005 PRIMEPOINT LLC 24-00544 TIME SYSTEM INVOICES	720.50		516
61617	04/10/24 PROFE005 PROFESSIONAL ACCOUNTANTS INSTI 24-00470 P. Rizzuto Budget Seminar	100.00		516
61618	04/10/24 ROBER055 ROBERT BRENNAN 23-00761 TAX REFUND OVERPAYMENT- 2 QTR	3,009.99		516
61619	04/10/24 ROUTE005 ROUTE 23 AUTO MALL LLC 24-00068 PARTS TO REPAIR FORD VEHICLES	365.88		516
61620	04/10/24 RUTGE025 RUTGERS, THE STATE UNIVERSITY 24-00457 RECYCLING CEU'S 24-00554 RECYCLING CERTIFICATION CLASS	295.00 395.00 690.00		516
61621	04/10/24 SCHEN010 SCHENCK PRICE SMITH & KING LLP 24-00399 Legal - Tax Appeal Services	2,564.10		516
61622	04/10/24 STAND005 STANDARD INSURANCE CO. 24-00552 APRIL 2024	2,932.63		516
61623	04/10/24 STAPL010 Staples Contract & Commercial 24-00246 Admin Office Supplies	80.64		516

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61624	04/10/24	STORR005 STORR TRACTOR CO.			516
		23-01117 TO PURCHASE NEW TORO GROOMER	35,068.80		
61625	04/10/24	SUSSE015 SUSSEX CO ASSESSOR'S ASSN			516
		24-00566 2024 Membership Dues	175.00		
61626	04/10/24	SUSSE095 SUSSEX COUNTY M.U.A.			516
		24-00014 PLASTIC DISPOSAL	187.20		
		24-00049 GLASS DISPOSAL FEE	265.20		
			<u>452.40</u>		
61627	04/10/24	TCTAO005 TCTA OF SUSSEX & WARREN CO			516
		24-00551 LISA & NICOLE MEETING	60.00		
61628	04/10/24	TCTAO015 TC/TA OF NEW JERSEY			516
		24-00550 NICOLE WEBINAR	50.00		
61629	04/10/24	TELEP005 WARWICK VALLEY TELEPHONE			516
		24-00088 Police-Livescan	83.16		
		24-00089 Police-Digital Radio	78.04		
		24-00260 Municipal Phone Service	731.71		
			<u>892.91</u>		
61630	04/10/24	TILCO005 TILCON NEW YORK, INC			516
		24-00485 EMERGENCY COLD PATCH	873.60		
61631	04/10/24	TIMOT010 TIMOTHY BARRETT			516
		24-00533 2024 REFUND 100% EXEMPT VET	1,510.65		
		24-00534 2023 TAX REFUND	1,710.74		
			<u>3,221.39</u>		
61632	04/10/24	TRANS020 TRANSAXLE, LLC			516
		24-00415 REPLACE TRANSMISSION TRK 72	6,330.08		
61633	04/10/24	TRAVE010 TRAVELING LOCKSMITH			516
		24-00454 RESTROOM REPAIR POLICE DEPT.	216.00		
61634	04/10/24	TREAS005 TREASURER STATE OF NJ			516
		24-00452 ANNUAL INSPECTION OF MUNI ELE	378.00		
61635	04/10/24	TREAS045 TREASURER, STATE OF NEW JERSEY			516
		24-00576 1st qtr 2024 state train fee	5,113.00		
61636	04/10/24	USBAN025 U.S. BANK NATIONAL ASSOCIATION			516
		24-00562 Ricoh Map Copier Lease Mar 24	428.56		
61637	04/10/24	VAN00005 O'TOOLE SCRIVO FERNANDEZ WEINE			516
		24-00186 Township Attorney Retainer	4,220.00		
61638	04/10/24	VERIZ005 VERIZON			516
		24-00303 Municipal Phone Service	124.39		

Check #	Check Date	Vendor Description	Amount Paid	Reconciled/Void	Ref Num
PO #					Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61639	04/10/24	VERIZ010 VERIZON WIRELESS			516
	24-00257	Blanket-Municipal Cell Phone	753.44		
61640	04/10/24	VERNO120 VERNON TWP BOARD OF EDUCATION			516
	24-00579	April Current Expense 24	1,821,462.00		
61641	04/10/24	VERNO295 VERNON EMERGENCY MEDICAL SRVCS			516
	24-00563	Reimbursement of VTAS Expenses	17,094.42		
61642	04/10/24	VISIO005 VISION SERVICE PLAN			516
	24-00573	MARCH 2024	2,092.09		
	24-00574	APRIL 2024	2,092.09		
			<u>4,184.18</u>		
61643	04/10/24	WBMA005 W B MASON CO INC			516
	23-01305	Animal Control Supplies	539.32		
	24-00247	deposit only stamps - various	89.60		
			<u>628.92</u>		
61644	04/10/24	WEINE005 WEINER LAW GROUP LLP			516
	24-00277	work Performed 2/28/24	360.00		
61645	04/10/24	WELLS050 WELLS FARGO VENDOR FINANCIAL			516
	24-00244	Copier Lease Clerk Office	205.32		
61646	04/10/24	WELLS055 WELLS FARGO VENDOR FINANCIAL			516
	24-00245	Municipal Copier Lease (6)	1,580.76		
61647	04/10/24	WORLD010 World Insurance Assoc. LLC			517
	24-00350	Q1 2024 CONSULTANT FEE	12,300.00		
61648	04/17/24	EZWHE005 E-Z WHEELS DRIVING SCHOOL, INC			518
	24-00400	CDL TRAINING	7,998.00		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	99	1	2,545,544.58	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>99</u>	<u>1</u>	<u>2,545,544.58</u>	<u>0.00</u>

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	99	1	2,545,544.58	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>99</u>	<u>1</u>	<u>2,545,544.58</u>	<u>0.00</u>

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	Current	Qtr To Date	Year To Date	
Taxable Wages				
Federal Income	339,768.44	339,768.44	2,454,239.24	
FICA - Social Security	375,262.14			
FICA - Medicare	375,262.14	375,262.14	2,705,593.39	
State Income	400,571.01	400,571.01	2,883,597.73	
State Unemployment	325,369.45	325,369.45	2,765,248.54	
State FLI / DIS	396,550.90	396,550.90	2,856,877.06	
Amount Your Account Will Be Debited:			150,700.58	
	Employer Share	Employee Share	Total	ADS
Federal Taxes				
Federal Income Tax		38,499.40	38,499.40	*
Social Security 6.200% / 6.200%	23,266.24	23,266.24	46,532.48	*
Medicare 1.450% / 1.450%	5,441.28	5,441.28	10,882.56	*
Total Federal Taxes	28,707.52	67,206.92	95,914.44	
NJ State Taxes				
NJ State Income Tax		16,252.50	16,252.50	*
NJ Unemployment / 0.425%		1,382.82	1,382.82	*
NJ Family Leave / 0.090%		356.96	356.96	*
Total NJ State Taxes		17,992.28	17,992.28	
Public Employees Retirement System				
PERS Pension		13,111.87	13,111.87	*
PERS Back Deduction		151.89	151.89	*
PERS Pension Loan		3,136.13	3,136.13	*
PERS Contributory Insurance		874.78	874.78	*
Total PERS Pension		17,274.67	17,274.67	
Police And Firemans Retirement System				
P&F Pension		16,357.75	16,357.75	*
P&F Back Deduction		198.80	198.80	*
P&F Pension Loan		2,475.72	2,475.72	*
P&F Pension Arrears		373.10	373.10	*
P&F Supplemental Annuity		113.82	113.82	*
Total P&F Pension		19,519.19	19,519.19	
DCRP Contribution				
DCRP Contribution	176.77	240.06	416.83	
Total DCRP Contribution	176.77	240.06	416.83	
Agency / Deductions				
Child Support		727.46	727.46	
Aflac Post Tax		201.22	201.22	
Trans Wo		510.00	510.00	
POL/FIRE		49.17	49.17	
Dues AFSCME D		486.60	486.60	
Dues UAW		345.60	345.60	
Valic 457		4,833.33	4,833.33	
Lincoln 457		600.00	600.00	
Dues PBA		825.00	825.00	
AFLAC Pre Tax		541.97	541.97	
FSA Dependent Care		228.34	228.34	
Medical Pre Tax		23,529.39	23,529.39	
FSA Medical		1,009.17	1,009.17	

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	Employer Share	Employee Share	Total	ADS
Agency / Deductions Continued				
Total Agency / Deductions		33,887.25	33,887.25	
Net Pay				
Net Checks		9,029.40	9,029.40	
Net Deposits Checking		225,014.52	225,014.52	
Net Deposits Savings		3,477.20	3,477.20	
Partial Checking		5,225.00	5,225.00	
Partial Savings 1		1,750.00	1,750.00	
Partial Savings 2		270.00	270.00	
Total Net Pay		244,766.12	244,766.12	
Grand Totals				
Taxes, Pension, Agency, & Net Pay	28,884.29	400,886.49	429,770.78	
Payroll Funding				
Gross Payroll		400,886.49		
Total Payroll Funding	28,884.29	400,886.49	429,770.78	
Gross Earnings				
Regular		367,691.04	367,691.04	
Overtime		5,588.71	5,588.71	
Retro		1,360.83	1,360.83	
Adjustment		2,099.53-	2,099.53-	
Rec Sec		100.00	100.00	
Sgnt Pay		898.17	898.17	
Benefit		1,540.65	1,540.65	
On Call		350.00	350.00	
Double Time		1,387.61	1,387.61	
Dispatch Lunch		640.10	640.10	
Outside		16,440.00	16,440.00	
Retro OT		79.58	79.58	
Wed Pay		150.00	150.00	
Health Care Stipend		1,805.57	1,805.57	
Stipend		2,604.17	2,604.17	
Cell Phone		300.00	300.00	
Workers Compensation		2,049.59	2,049.59	
Total Gross Earnings		400,886.49	400,886.49	
Taxable / Non Taxable / Other				
Group Life		1,734.11	1,734.11	
Total Txbl/Non Taxable/Other		1,734.11	1,734.11	
Deductions Summary				
Total Taxes	28,707.52	85,199.20	113,906.72	
Total Pension		36,793.86	36,793.86	
Total DCRP	176.77	240.06	416.83	
Total Agency		33,887.25	33,887.25	
Total Deductions	28,884.29	156,120.37	185,004.66	

TOWNSHIP OF VERNON

RESOLUTION #24-115

RESOLUTION OPPOSING THE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S REASSIGNMENT OF MUNICIPALITIES FROM TIER B TO TIER A FOR PERMITTING OF MUNICIPAL SEPARATE STORM SEWER SYSTEMS

WHEREAS, in 1999, the United States Environmental Protection Agency (EPA) issued rules for regulating Municipal Separate Storm Sewer Systems (MS4's) under federal law through state permitting programs; and

WHEREAS, in 2004, the New Jersey Department of Environmental Protection (DEP), in response to the EPA's rules, implemented the Municipal Stormwater Regulation Program and created a tier system for municipalities to obtain permits, including Tier A and Tier B; and

WHEREAS, Tier A, meant for densely populated municipalities, is a costlier designation requiring greater compliance with additional regulations and would be burdensome for smaller, rural municipalities; and

WHEREAS, Tier B was created for municipalities with smaller populations, essentially 1,000 residents or less and within rural regions; and WHEREAS, in 2022, the DEP eliminated the Tier B classification, with over one hundred municipalities notified that they were reassigned to Tier A after nearly two decades of complying with the less costly Tier B, effectively placing nearly all municipalities with the same MS4 requirements with no regard for the size, population or location of the municipality; and

WHEREAS, the Municipal Stormwater Regulation Program's purpose is to implement federal law, but there is no federal requirement that all municipalities must be regulated the same despite their size, population and location differences, and in fact allows for waivers for smaller, rural municipalities; and

WHEREAS, the Township of Vernon being a newly reassigned municipality is faced with rapidly approaching deadlines to comply with a new set of requirements, not only the need to comply with current Tier A requirements which recently did not apply to their municipality, but also any new and future regulations, thereby creating a new host of expenses within a short timeframe; and

WHEREAS, this new single tier system burdens the Township of Vernon being a newly reassigned municipality with an outsized share of costs and regulations despite their rural population and also already having adequate stormwater management systems, thereby significantly impacting their limited funds and burdening taxpayers; and

WHEREAS, rural municipalities such as the Township of Vernon have a disproportionately large amount of public road miles to residents compared to the denser populations initially regulated

under Tier A, while having very few current MS4's due to their long history of compliance under Tier B regulations; and

WHEREAS, some municipalities are so rural that the municipality does not have the resources to accomplish the requirements of the Tier A designation; and

NOW, THEREFORE, BE IT RESOLVED, that the Township of Vernon, opposes the DEP's reassignment of municipalities from Tier B to Tier A, and urges the DEP to reinstate the original tier system recognizing a separate distinction for municipalities with rural populations; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Commissioner of the New Jersey Department of Environmental Protection, to the members of the New Jersey General Assembly, the New Jersey State Senate, the Senate President, Speaker of the Assembly, and the Governor of the State of New Jersey.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Deliverables Timelines - 2023 MS4 Tier A Permit

Permit Citation	Description	New, Modified, or Unchanged from 2018 MS4 Tier A Permit	Included in Tier B	Compliance Schedule for Existing Tier A's	Compliance Schedule for New Tier A's
IV.A.2. Stormwater Pollution Prevention Plan Requirements	Submit an updated SPPP electronically to the Department and post on your municipal website	Modified	No	EDPA + 6 months	EDPA + 12 months
IV.B.1. Public Involvement, Participation, & Notice	Comply with applicable State and local public notice requirements	Unchanged	Yes	EDPA	EDPA
IV.B.2. Municipal Stormwater Webpage	Develop a dedicated stormwater webpage that contains links to all materials listed in IV.B.2.a. in one place	Modified	No	EDPA + 3 months	EDPA + 12 months
IV.C.1. Local Public Education and Outreach	Implement a Public Education and Outreach Program	Unchanged	Yes	EDPA	EDPA
IV.D.1. Construction Site Stormwater Runoff	Obtain Construction Activity NJPDES Stormwater General Permit or individual permit for construction site stormwater runoff activities	Unchanged	Yes	EDPA	EDPA
IV.E.1. Post Construction Stormwater Management in New Development and Redevelopment	Comply with N.J.A.C. 7:8 - develop, update, implement and enforce the following: a Stormwater Management Program to address post construction stormwater runoff, a Municipal Stormwater Management Plan (MSWMP), a Stormwater Control Ordinance (SCO), and if applicable, a Mitigation Plan; the same individual may not design AND review stormwater management projects	Modified	Yes	EDPA	EDPA
IV.F.1.a. Community Wide Ordinances (pre-existing)	Adopt and enforce ordinances for proper management of Pet Waste, Wildlife Feeding, Litter Control, Improper Disposal of Waste, Yard Waste, Private Storm Drain Inlet Retrofitting, and Illicit Connection	Unchanged	No	EDPA	EDPA + 16 months
IV.F.1.b. Community Wide Ordinances (new)	Adopt and enforce ordinances for proper management of Salt Storage Ordinance and Tree Ordinance	New	No	EDPA + 16 months	EDPA + 16 months

Deliverables Timelines - 2023 MS4 Tier A Permit

IV.F.2.a.i. Triannual Street Sweeping	At least once every 4 months, sweep all asphalt/ concrete segments of roads owned or operated by the permittee and have storm drain inlets that discharge to surface water	Modified	No	EDPA + 36 months	EDPA + 36 months
IV.F.2.a.ii. Annual Street Sweeping	At least once per year, sweep all asphalt/ concrete segments of roads owned or operated by the permittee, that do not have storm drain inlets, that discharge to surface water	Modified	No	EDPA + 36 months	EDPA + 36 months
IV.F.2.a.iii. Storm Drain Inlet Labeling	Label all permittee owned or operated storm drain inlets that do not have permanent wording cast into the structure of the inlet if they are adjacent to municipal streets, within plazas, parking areas, maintenance yards or other permittee ancillary activities	Unchanged	Yes	EDPA	EDPA
IV.F.2.a.iv. Storm Drain Inlet Retrofitting	Retrofit or replace all municipal storm drain inlets within the standards set forth in permit Attachment B	Modified	Yes	EDPA + 59 months	EDPA + 59 months
IV.F.2.a.v. Storm Drain Installation	All storm drain installations must include a catch basin or other BMP designed for solids collection as required by the permit	New	No	EDPA	EDPA
IV.F.2.a.vi. Herbicide Application Management	Restrict application of herbicides to prevent them from being washed into the waters of the State and to prevent erosion caused by de-vegetation (previously 'Roadside Vegetative Management' in Tier A permit Attachment E)	Modified	No	EDPA	EDPA
IV.F.2.a.vii. Excess De-icing Material Management	Within 72 hours after the end of storm events, conditions permitting, remove piles of excess salt and de-icing materials that have been deposited during spreading operations on all streets and parking areas owned or operated by the permittee	New	No	EDPA	EDPA
IV.F.2.a.viii. Roadside Vegetative Waste Management	Ensure proper pickup, handling, storage, and disposal of wood waste and yard trimmings generated by the permittee	New	No	EDPA	EDPA
IV.F.2.a.ix. Roadside Erosion Control	Detect and repair erosion along roads owned or operated by the permittee and inspect and maintain the stability of shoulders, embankments, ditches, and soils along these roads to ensure that they are not eroding and contributing to the sedimentation of receiving waters	New	No	EDPA + 12 months	EDPA + 12 months

Deliverables Timelines - 2023 MS4 Tier A Permit

IV.F.3.a.i. Storm Drain Inlet Inspection	At least once per year, inspect ALL storm drain inlets owned or operated by the permittee	Modified	Yes	EDPA	EDPA
IV.F.3.a.ii. Storm Drain Inlet Cleaning and Maintenance	Develop, update, and implement a storm drain inlet cleaning and maintenance program	Modified	Yes	EDPA	EDPA
IV.F.3.a.iii. Catch Basin Inspection	At least once per year, inspect 20% of the total number of catch basins rotating the schedule to ensure all catch basins are inspected at least once every 5 years	Modified	Yes	EDPA	EDPA
IV.F.3.a.iv. Catch Basin Cleaning	Develop, update, and implement a catch basin cleaning and maintenance program	Modified	Yes	EDPA	EDPA
IV.F.3.a.v. MS4 Conveyance System Inspection and Cleaning	Develop, update, and implement an MS4 conveyance system inspection, cleaning, and maintenance program, e.g., ditches and pipes	New	No	EDPA	EDPA
IV.F.3.a.vi. Stormwater Infrastructure Inspection	Inspect all stormwater infrastructure (excluding those in IV.F.3.a.i. through v. and IV.G.2.b.x.) at least 4x per year and after each rainstorm exceeding 1"	New	No	EDPA	EDPA
IV.F.3.a.vii. Stormwater Infrastructure Maintenance	Perform maintenance on all stormwater infrastructure (excluding those in IV.F.3.a.i. through v. and IV.G.2.b.x.) per approved maintenance plans or more frequently as needed to ensure proper function and operation	New	No	EDPA	EDPA
IV.F.4. Inspection and Maintenance of Stormwater Facilities Not Owned or Operated by the Permittee	Develop, update, implement, and enforce a program to ensure adequate long-term cleaning, operation, and maintenance of stormwater facilities not owned or operated by the permittee that are not subject to conditions of another NJPDES stormwater permit and constructed after February 7, 1984	Unchanged	Yes	EDPA	EDPA
IV.F.5.a. Municipal Maintenance Yard (MMY) and Other Ancillary Operations	For each yard, implement applicable BMPs for activities listed in permit section IV.F.5.b. through r at each municipal maintenance yard and ancillary operation site owned or operated by the permittee; include each site and corresponding materials and activities in the SPPP	Modified	No	EDPA	EDPA + 12 months

Deliverables Timelines - 2023 MS4 Tier A Permit

IV.F.5.b. Site Inspections	Conduct monthly site inspections and maintain logs	Unchanged	No	EDPA	EDPA + 12 months
IV.F.5.c. Inventory List	Maintain a list of all materials and machinery which could be a source of pollutants in a stormwater discharge	Unchanged	No	EDPA	EDPA + 12 months
IV.F.5.d. Container Labels	Properly label all containers	Unchanged	No	EDPA	EDPA + 12 months
IV.F.5.e. Spill Kits	Conduct cleanups of spills immediately after discovery using dry cleaning methods	Unchanged	No	EDPA	EDPA + 12 months
IV.F.5.f. Bulk Liquid Storage	Provide secondary containment of aboveground storage tanks containing bulk liquid materials	New	No	EDPA + 12 months	EDPA + 12 months
IV.F.5.g. Fueling Operations	Establish, maintain, and implement BMPs to address vehicle fueling, receipt of bulk fuel deliveries, and inspection and maintenance of storage tanks	Unchanged	No	EDPA	EDPA + 12 months
IV.F.5.h. Discharge of Stormwater from Secondary Containment	Discharge stormwater accumulated in a secondary containment area as needed following visual inspection for contaminants	Unchanged	No	EDPA	EDPA
IV.F.5.i. Vehicle/Equipment Maintenance and/or Repair	Maintain vehicles and equipment to prevent exposure of pollutants to stormwater	Unchanged	No	EDPA	EDPA
IV.F.5.j. Wash Wastewater Containment	Manage equipment and vehicle washing activities to prevent unpermitted discharges of wash wastewater to storm sewer inlets or to surface or ground waters of the State	Unchanged	No	EDPA	EDPA
IV.F.5.k. Salt and Other Granular De-icing Material Storage and Handling	Store salt and other solid de-icing materials in a permanent structure; establish, maintain, and implement salt and de-icing material storage and handling BMPs	Unchanged	No	EDPA	EDPA + 36 months
IV.F.5.l. Aggregate Material, Wood Chips, and Finished Leaf Compost Storage	Store aggregate materials, wood chips, and finished leaf compost in a manner that minimizes stormwater run-on and pollutant run-off	Modified	No	EDPA	EDPA + 6 months
IV.F.5.m. Cold Patch Asphalt Storage	Store cold patch asphalt in a permanent structure or on an impervious surface and covered	New	No	EDPA	EDPA

Deliverables Timelines - 2023 MS4 Tier A Permit

IV.F.5.n. Street Sweepings and Storm Sewer Clean-out Material Storage	Store street sweepings, storm sewer and catch basin clean-out materials, stormwater basin clean-out materials and other similar materials up to 6 months in a manner that controls leachate and stormwater run-on or run through	Unchanged	No	EDPA	EDPA + 6 months
IV.F.5.o. Construction and Demolition Waste, Wood Waste, and Yard Trimmings	Store construction and demolition waste, wood waste, and yard trimmings temporarily in a manner that minimizes stormwater run-on and pollutant run-off	Modified	No	EDPA	EDPA + 6 months
IV.F.5.p. Scrap Tires	Store scrap tires in a covered container, under cover or in an enclosure to prevent exposure to stormwater	New	No	EDPA	EDPA
IV.F.5.q. Inoperable Vehicles or Equipment	Store inoperable vehicles or equipment provided control measures are utilized and monthly inspections are conducted for leaks and filled drip pans	New	No	EDPA	EDPA
IV.F.5.r. Outdoor Refuse Containers and Dumpsters	Ensure dumpsters and refuse containers that are exposed to stormwater are covered in accordance with the permit	New	No	EDPA	EDPA
IV.F.6. SPC Training	SPCs attend mandatory Department training once per permit cycle	New	No	EDPA + 36 months	EDPA + 36 months
IV.F.7. Annual Employee Training	Train individuals responsible for implementation of the stormwater program permit conditions that apply to their job duties	Unchanged	No	EDPA	EDPA + 12 months
IV.F.8. Stormwater Management Design Review (SWMDR) Training	Ensure that all individuals that review and approve stormwater management designs for major development projects on behalf of the permittee for compliance with the Stormwater Management rules at N.J.A.C. 7:8 complete the training provided by the Department at least once every 5 years	Unchanged	No	EDPA	EDPA + 12 months
IV.F.9. Stormwater Management Rule Amendment Training	Ensure that all individuals that have completed the Department SWMDR course also complete any Department training courses related to Stormwater Management rule amendments	New	No	Within 12 months from adoption of 7:8 rule amendment	Within 12 months from adoption of 7:8 rule amendment
IV.F.10. Municipal Board and Governing Body Member Training	Ensure that all individuals serving on the municipal board and governing body watch the Department training videos once per term	Unchanged	No	EDPA	EDPA + 6 months

Deliverables Timelines - 2023 MS4 Tier A Permit

IV.G.1. MS4 Mapping	Develop, update, and maintain an MS4 Infrastructure Map; review annually, update as needed, post on the permittee's stormwater webpage, and submit electronically to the Department	New	No	EDPA + 36 months	EDPA + 36 months
IV.G.2. Stream Scouring	Develop, update, and implement a program to detect, investigate, and control localized stream scouring from stormwater outfalls owned or operated by the permittee via inspections of 20% of the total number of outfalls per year	Modified	No	EDPA	EDPA + 12 months
IV.G.3. Illicit Discharge Detection and Elimination	Develop, update, implement and enforce an ongoing Illicit Discharge Detection and Elimination Program via inspections of outfalls owned or operated by the permittee via inspections of 20% of the total number of outfalls per year	Modified	No	EDPA	EDPA + 12 months
IV.H.1.d. Watershed Improvement Plan - Phase 1	Prepare the Watershed Inventory Report and submit it to the Department; conduct semi-annual public information sessions	New	No	EDPA + 36 months	EDPA + 36 months
IV.H.1.e-f. Watershed Improvement Plan - Phase 2	Prepare the Watershed Assessment Report and submit it to the Department; conduct public information sessions	New	No	EDPA + 48 months	EDPA + 48 months
IV.H.1.g. Watershed Improvement Plan - Phase 3	Prepare the Watershed Improvement Plan Report and submit it to the Department; conduct public information sessions; implement plan and review it every 2 years	New	No	EDPA + 59 months	EDPA + 59 months
IV.I. Additional Measures & Optional Measures	Incorporate measures the Department requires to address TMDLs, regional stormwater management plans, or Water Quality Management Plans. The permittee may also adopt measures beyond the requirements in the permit to improve their stormwater program if they so choose, for example, opting to adopt a Refuse Container & Dumpster Ordinance.	Unchanged	Yes	per NJDEP implementation schedule	per NJDEP implementation schedule
IV.J. Recordkeeping	Retain copies of all records related to the MS4 permit for at least 5 years; make available to the Department upon request	Unchanged	Yes	EDPA	EDPA
IV.K.a. Annual Report	Submit the Annual Report and Certification to the Department via the MSRP Annual Report service through the Regulatory Services Portal by May 1st each year	Unchanged	Yes	EDPA	EDPA

Deliverables Timelines - 2023 MS4 Tier A Permit

IV.K.b. Supplemental Questionnaire	Submit the Supplemental Questionnaire to the Department by attaching it to the MSRP Annual Report by May 1st each year	Unchanged	No	EDPA	EDPA
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Stormwater Capital Projects

Stormwater Program iAMGIS	\$ 15,000.00	required to label every storm inlet with GIS mapping
Annual iAMGIS fee 2023	\$ 18,000.00	maintenance of each storm inlet annually with recordkeeping of same
ipads	\$ 3,483.18	
cases for ipads	\$ 309.90	
Annual iAMGIS fee 2024 (anticipated mid-year)	\$ 18,000.00	
Engineering Fees	\$ 5,479.89	various compliance requirements including ordinances, watershed improvement plans, etc...
Used Sewer Vac Truck (cleans basins)	\$ 279,937.00	to clean/maintain inlets
Sweeper (2024 purchase)	\$ 440,000.00	required sweeping every 4 months all roadways with inlets
	\$ 780,209.97	Current funding obligation
Anticipated Replacement of all storm drain inlets	\$250k-500k	\$500 estimated per inlet
Anticipated replacement of storm drains to meet new standards	unknown	must include catch basins

TOWNSHIP OF VERNON

RESOLUTION #24-116

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

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

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

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

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON *APRIL 22, 2024*.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

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

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

STATE OF NEW JERSEY
COUNTY OF *Sussex*

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

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

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

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

Clerk

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

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

TOWNSHIP OF VERNON

RESOLUTION #24-117

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

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

WHEREAS, Tyler J. Mueller, an active firefighter and member of the Highland Lakes Fire Department, is requesting approval to submit an application for membership to the New Jersey State Firemen’s Association.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Vernon, Sussex County, New Jersey hereby approves Tyler J. Mueller for membership in the New Jersey State Firemen’s Association.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State
Firemen's Association
Application for Membership

Form 100 - REV 5/19

Date 3/10/24

VERNON TOWNSHIP 416 VERNON SUSSEX
Relief Association Name Assoc. Number Municipality County

CO. 3 HIGHLAND LAKES
Fire Company Name Fire Department Name

Applicant Name Tyler J Mueller
First Middle Initial Last Suffix

Home Address [REDACTED] [REDACTED] [REDACTED] 4
Street Municipality Zip Code # of years

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

Applicant Phone Number [REDACTED] Applicant Email Address [REDACTED]

Have you ever applied to be a member of the NJSFA? Yes No If yes, when _____ where _____

If you have a line number with another Relief Association: Stay with previous Association Move records to new Association

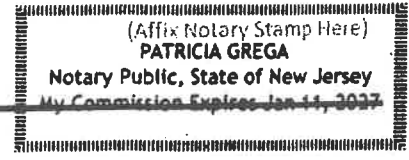
Signature of Applicant (witnessed by a Notary Public): [Signature]

State of New Jersey, County of Sussex

On 3/15, 2024 before me, PATRICIA GREGA Notary Public in and for said county, personally appeared

TYLER MUELLER (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

My Commission Expires: 1/14/2027 [Signature]
Notary Public Signature



Signature of Relief Association Secretary _____ Signature of Chief of Department _____

Type of Firefighter the Applicant will be: Career (full time paid) Volunteer

Municipal/Fire District Approval: I hereby certify that this applicant was admitted to active membership in the Department and has been approved by the governing body of _____ on the _____ day of _____, 20____.

Signature of Municipal Clerk/Board of Fire Commissioners: _____

- A. Application portion should be completed by Applicant - Typed or Printed ONLY
- B. Application must have the Physical Test Record completed by a New Jersey Licensed Physician, Nurse Practitioner or Physician's Assistant
- C. The completed Application and Physical Test Record must be returned to the Local Relief Secretary
- D. The Local Relief Secretary shall review the application for completeness, attain the proper signatures, and forward to the NJSFA State office.

The Applicant is not a member of the NJSFA until the completed ORIGINAL application is received AND approved at the NJSFA State office.

TOWNSHIP OF VERNON

RESOLUTION #24-118

**REFUND OVERPAYMENT DUE TO STATE TAX COURT JUDGMENT
(Sangare – Block 541 Lot 48)**

WHEREAS, a Tax Court Judgment has been favorably awarded for the year 2022: and,

WHEREAS, such Judgment has resulted in an overpayment of 2022 property taxes for Block 541 Lot 48 also known as 18 Eric Trail, Sussex, New Jersey.

NOW, THEREFORE BE IT RESOLVED by the Council of the Township of Vernon, to authorize the Tax Collector to refund the overpayment in the amount of \$1,499.71 to Chenisa Sangare.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski
Tax Collector

**TOWNSHIP OF VERNON
RESOLUTION #24-119**

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

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

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

WHEREAS, the Township of Vernon has the need to procure certain specialized ambulance vehicle and equipment in accord with the Local Publics Contract Law N.J.S.A. 40A:11-1 et. Seq., and;

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

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

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

WHEREAS, the equipment and corresponding Houston Galveston Area Cooperative contract proposal from First Priority Vehicles an authorized dealer under HGAC contract AM10-20, in the amount of \$194,595.20 is allowable under N.J.S.A. 40A:11-36; and

WHEREAS, the Chief Financial Officer certifies that funds are available in the amount of: \$194,595.20 through line items: C-04-23-015-04 and C-04-21-0125-05

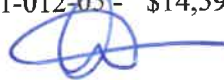
NOW THEREFORE BE IT RESOLVED THAT, the Mayor is hereby authorized to effectuate the purchase of herein approved equipment for the approved cost of \$194,595.20 through First Priority Vehicles an authorized under HGAC contract AM10-20.

Certification of Funds

Account C-04-23-015-04 - \$180,000.00

Account C-04-21-012-05 - \$14,595.20

CFO Signature: _____



CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

HGACBUY – AMBULANCES, EMS AND OTHER SPECIAL SERVICE VEHICLES

Background

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

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

*Joint respondent

Current Situation

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

Funding Source

Participating local government purchasers

Budgeted

N/A

Action Requested

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

HGACBuy Award Recommendation Table
Ambulances, EMS & Special Service Vehicles
AM10-23

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

H-GAC

Houston-Galveston Area Council

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

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

MASTER GENERAL PROVISIONS

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

WITNESSETH:

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

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

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

ARTICLE 1: LEGAL AUTHORITY

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

ARTICLE 2: APPLICABLE LAWS

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

ARTICLE 3: PUBLIC INFORMATION

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

ARTICLE 4: INDEPENDENT CONTRACTOR

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

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

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

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

ARTICLE 6: SUSPENSION AND DEBARMENT

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

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

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

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

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

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

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

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

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

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

ARTICLE 9: PERFORMANCE PERIOD

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

ARTICLE 10: PAYMENT OR FUNDING

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

ARTICLE 11: PAYMENT FOR WORK

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

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

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

ARTICLE 13: REPORTING REQUIREMENTS

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

ARTICLE 14: INSURANCE

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

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

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

ARTICLE 16: AUDIT

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

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

ARTICLE 17: TAX EXEMPT STATUS

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

ARTICLE 18: EXAMINATION OF RECORDS

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

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

ARTICLE 19: RETENTION OF RECORDS

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

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

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

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

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

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

ARTICLE 22: CONTRACT ITEM CHANGES

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

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

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

Price Increase

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

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

Price Changes

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

Requesting Price Increase/Required Documentation

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

Review/Approval of Requests

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

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

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

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

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

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

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

ARTICLE 26: MANUALS

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

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

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

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

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

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

ARTICLE 29: TERMINATION PROCEDURES

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

A. Convenience

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

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

B. Default

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

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

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

ARTICLE 30: SEVERABILITY

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

ARTICLE 31: FORCE MAJEURE

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

ARTICLE 32: CONFLICT OF INTEREST

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

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

ARTICLE 33: FEDERAL COMPLIANCE

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

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

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

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

ARTICLE 35: DOMESTIC PREFERENCE

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

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

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

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

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

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

ARTICLE 37: INDEMNIFICATION AND RECOVERY

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

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

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

ARTICLE 39: TITLES NOT RESTRICTIVE

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

ARTICLE 40: JOINT WORK PRODUCT

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

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

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

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

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

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

ARTICLE 43: DISCRIMINATION

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

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

ARTICLE 44: DRUG FREE WORKPLACE

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

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

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

ARTICLE 46: WARRANTY AND COPYRIGHT

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

ARTICLE 47: DATA HANDLING AND SECURITY

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

ARTICLE 48: DISPUTES

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

ARTICLE 49: CHOICE OF LAW: VENUE

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

ARTICLE 50: ORDER OF PRIORITY

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

ARTICLE 51: WHOLE MASTER AGREEMENT

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

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

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

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

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

SIGNATURES:

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

First Priority Emergency Vehicles, Inc.

DocuSigned by:
Alex Cherepakhov
Signature [CC0B662A4AE1451...]
Name Alex Cherepakhov
Title CEO & President
Date 10/10/2023

H-GAC

DocuSigned by:
Chuck Wemple
Signature [82EC270D5D81423...]
Name Chuck Wemple
Title Executive Director
Date 10/13/2023

H-GAC

Houston-Galveston Area Council

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

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

MASTER SPECIAL PROVISIONS

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

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

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

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

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

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

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

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

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

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

ARTICLE 4: PARTY LIABILITY

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

ARTICLE 5: GOVERNING LAW & VENUE

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

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

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

ARTICLE 7: LIQUIDATED DAMAGES

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

ARTICLE 8: INSURANCE

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

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

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

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

ARTICLE 10: ORDER PROCESSING CHARGE

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

ARTICLE 11: CHANGE OF STATUS

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

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

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

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

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

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

ARTICLE 14: INSPECTION/TESTING

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

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

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

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

ARTICLE 16: BACKGROUND CHECKS

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

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

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

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

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

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

ARTICLE 22: DOMESTIC PREFERENCE

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

ARTICLE 23: TITLE VI REQUIREMENTS

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

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

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

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

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

ARTICLE 26: PREVAILING WAGE

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

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

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

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

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

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

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

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

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

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

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

Ambulances, EMS & Special Service Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

Project ID: AM10-23

Release Date: Friday, June 9, 2023

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

Posted Friday, June 9, 2023 7:00am

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

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

All dates & times in Central Time

3. Scope of Work / Specifications

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

3.1. Overview

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

3.2. Categories

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

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

Product categories are as follows:

1. **Ambulance**

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

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

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

3. **Other Specialty Vehicle or Equipment**

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

4. **EMS Vehicle Conversions**

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

5. **Remount Services Only**

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

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

6. **Remount on Contractor Supplied Chassis**

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

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

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

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

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

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

Response listing must include percentage discount.

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

Response listing must include percentage discount.

3.3. General Requirements

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

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

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

3.4. Additional Requirements

Licenses

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

Manuals

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

Warranty

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

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

3.5. Vehicle Requirements

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

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

3.6. Service / Maintenance Plans and Parts

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

3.7. Labor Hours Definitions

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

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

3.8. Administrative Fee

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

Administrative Fee (per Purchase Order)

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

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

Category C – Specialty Vehicle/Equipment:

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

3.9. Final Contract Deliverables

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

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

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

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

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

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

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

TOWNSHIP OF VERNON

National Cooperative Form

NAME OF NATIONAL COOPERATIVE	CONTRACT NUMBER	ITEM OR SERVICE
Houston Galveston Area Cooperative	AM10-20	Ambulance
VENDOR	First Priority Vehicles 2444 Ridgeway Blvd. Building 500 Manchester, NJ 08759	
DATES OF CONTRACT	10/01/2023 - 09/30/2027	
DATE OF BID ADVERTISEMENT	June 14 - 20, 2023	
DATE OF BID OPENING	July 13, 2023	
RESOLUTION NUMBER/ DATE OF JOINING THE COOPERATIVE	2/3/15	R#15-40
VENDOR COMPLIANCE	BUSINESS REGISTRATION	Y
	AFFIRMATIVE ACTION CEIR/ AA302?	Y
	RUSSIA/ BELARUS/ IRAN	Y
	OWNERSHIP DISCLOSURE	Y
SAVINGS COMPARISON: The cost savings by purchasing through a national cooperative for the First Priority Vehicle Type III Ford E350 chassis plus Customers ambulance module and accompanying specialized rescue equipment is the realization of cost savings in creating a bid and the hiring of a emergency medical design consultant for specification preparation, receipt, review and construction inspection of finalized product. In addition, the added labor hours from Township personnel to, administration, purchasing in creating, advertising costs and receipt of bid are streamlined via the national cooperative procurement method.		

TOWNSHIP OF VERNON

RESOLUTION #24-120

AUTHORIZING THE TOWNSHIP OF VERNON TO ACCEPT LOAN OF FIRE TANKER FROM THE TOWNSHIP OF MAHWAH

WHEREAS, the Township of Mahwah desires to loan Fire Tanker 425, a 2004 Seagrave, with VIN# 1F9EE38T34CST2090 (the "Equipment") to Vernon Township for a term ending June 30, 2025 (the Term"), at no cost; and

WHEREAS, during the Term, Vernon Township shall be solely responsible for all costs of operation, maintenance, repair, or replacement of the Equipment; and

WHEREAS, at the end of the Term, Vernon Township shall return the Equipment to the Township of Mahwah in substantially the same condition that it was at the beginning of the Term; and

WHEREAS, Vernon Township shall furnish the Township of Mahwah with a Certificate of Insurance showing coverage for bodily injury of at least \$250,000/\$500,000 and property damage of at least \$100,000.00 and the Certificate of Insurance must clearly indicate that the township of Mahwah is an additional insured on all liability policies and shall contain a ninety (90) day notice of cancellation to the Township; and

WHEREAS, Vernon Township agrees to save, hold and keep harmless and indemnify the Township of Mahwah from any and all claims and liability for losses or damage to the Equipment or other property, or injury to any persons caused by them or their agents occurring during and relating to this loan of Equipment

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

1. The loan to Vernon Township of Fire Tanker 425, a2004 Seagrave, with VIN#1F9EE38T34CST20900 9the "Equipment") for a term ending June 30, 2025 (the "Term"), at no cost, is hereby authorized.
2. During the Term, Vernon Township shall be solely responsible for all costs or operation, maintenance, repair, or replacement of the Equipment.
3. At the end of the Term, Vernon Township shall return the Equipment to the Township of Mahwah in substantially the same condition that it was at the beginning of the Term.
4. Vernon Township shall furnish the Township of Mahwah with a Certificate of Insurance showing coverage for bodily injury of at least \$250,000/\$500,000 and property damage of at least \$100,000.00 and the Certificate of Insurance must clearly indicate that the township of Mahwah is an additional insured on all liability policies and shall contain a ninety (90) day notice of cancellation to the Township.

5. Vernon Township agrees to save, hold and keep harmless and indemnify the Township of Mahwah from any and all claims and liability for losses or damage to the Equipment or other property, or injury to any persons caused by them or their agents occurring during and relating to this loan of Equipment
6. This resolution and loan are subject to any other conditions deemed applicable by the Administrator.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

 Marcy Gianattasio, RMC, CMR
 Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

RESOLUTION

**TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430**

**RESOLUTION #157-24
DATE: April 8, 2024**

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma			✓			
Bolan						✓
Donigian	✓		✓			
May			✓			
Paz			✓			
Wong		✓	✓			
Ferguson						✓

WHEREAS, the Township of Mahwah desires to loan Fire Tanker 425, a 2004 Seagrave, with VIN # 1F9EE38T34CST2090 (the "Equipment") to Vernon Township for a term ending June 30, 2025 (the "Term"), at no cost; and

WHEREAS, during the Term, Vernon Township shall be solely responsible for all costs of operation, maintenance, repair, or replacement of the Equipment; and

WHEREAS, at the end of the Term, Vernon Township shall return the Equipment to the Township of Mahwah in substantially the same condition that is was at the beginning of the Term; and

WHEREAS, Vernon Township shall furnish the Township of Mahwah with a Certificate of Insurance showing coverage for bodily injury of at least \$250,000/\$500,000 and property damage of at least \$100,000 and the Certificate of Insurance must clearly indicate that the Township of Mahwah is an additional insured on all liability policies and shall contain a ninety (90) day notice of cancellation to the Township; and

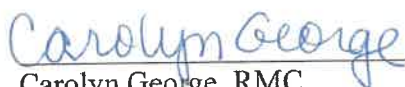
WHEREAS, Vernon Township agrees to save, hold and keep harmless and indemnify the Township of Mahwah from any and all claims and liability for losses or damage to the Equipment or other property, or injury to any persons caused by them or their agents occurring during and relating to this loan of Equipment.

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

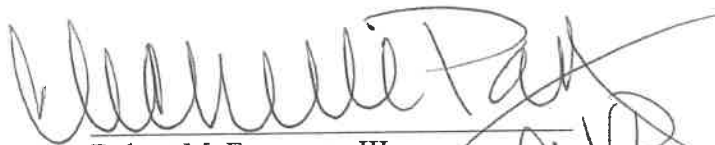
1. The loan to Vernon Township of Fire Tanker 425, a 2004 Seagrave, with VIN # 1F9EE38T34CST2090 (the "Equipment") for a term ending June 30, 2025 (the "Term"), at no cost, is hereby authorized.
2. During the Term, Vernon Township shall be solely responsible for all costs of operation, maintenance, repair, or replacement of the Equipment.
3. At the end of the Term, Vernon Township shall return the Equipment to the Township of Mahwah in substantially the same condition that it was at the beginning of the Term.
4. Vernon Township shall furnish the Township of Mahwah with a Certificate of Insurance showing coverage for bodily injury of at least \$250,000/\$500,000 and property damage of at least \$100,000 and the Certificate of Insurance must clearly indicate that the Township of Mahwah is an additional insured on all liability policies and shall contain a ninety (90) day notice of cancellation to the Township.
5. Vernon Township agrees to save, hold and keep harmless and indemnify the Township of Mahwah from any and all claims and liability for losses or damage to the Equipment or other property, or injury to any persons caused by them or their agents occurring during and relating to this loan of Equipment.
6. This resolution and loan is subject to any other conditions deemed applicable by the Administrator.

CERTIFICATION

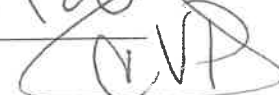
I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 8th day of April, 2024.



Carolyn George, RMC
Municipal Clerk



Robert M. Ferguson, III
Council President





TOWNOFV-02

TFLANNERY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Insurance Associates, LLC 429 Hackensack St. PO Box 818 Carlstadt, NJ 07072-0818	CONTACT NAME: Tracey Flannery PHONE (A/C, No, Ext): (201) 559-8141 FAX (A/C, No): (201) 438-8781 E-MAIL ADDRESS: traceyflannery@worldinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Statewide Insurance Fund	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		SIF202407462	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		SIF202407462	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SIF202407462	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SIF202407462	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as additional insured as respects the use of 2004 Seagrave Tanker 425 - VIN: 1F9EE38T34CST2090.

CERTIFICATE HOLDER**CANCELLATION**

Township of Mahwah
 475 Corporate Drive
 Mahwah, NJ 07430

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TOWNSHIP OF VERNON

RESOLUTION #24-121

AUTHORIZING THE CANCELLATION OF OUTSTANDING CHECKS OVER SIX MONTHS OLD TO MUNICIPAL CASH BALANCES

WHEREAS, the Chief Financial Officer has determined that the following Township checks have been outstanding for a period in excess of six months:

CENTRAL CHECKING ACCOUNT ENDING IN 3102:

59514	03/20/23	Nicole Bene	\$10.00
59516	03/20/23	Nicole Postel	\$28.00
TOTAL			\$38.00

PAYROLL CHECKING ACCOUNT ENDING IN 3654:

16485	10/14/22	Kevin Kiel	\$67.70
16694	05/31/23	Officer	\$1,776.79
16738	07/14/23	Officer	\$36.15
TOTAL			\$1,880.64

THEREFORE, be it resolved that the above outstanding checks be restored to the Township cash balances.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #24-122

**AUTHORIZING APPROVAL OF SUSSEX COUNTY CONTRIBUTION TO
VERNON EMERGENCY MEDICAL SERVICES (VEMS)**

WHEREAS, Vernon Township is in receipt of Request for Certification for Rescue Squad Contribution of \$5,000.00 per squad from the County of Sussex; and

WHEREAS, per a resolution approved by the Board of Chosen Freeholders on February 28, 2001, Sussex County established policy to appropriate aid to Emergency Rescue Squads for the benefit of the county residents; and

WHEREAS, the policy stated that prior to approval, the appropriate municipality must approve the Emergency Rescue Squad seeking financial assistance.

NOW THEREFORE BE IT RESOLVED, by the Council of the Township of Vernon that it hereby approves the Certification for Rescue Squad Contribution to Vernon Emergency Medical Services within Vernon Township and approves the receipt of financial assistance in the amount of \$5,000.00 per squad for the calendar year 2024; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to Sussex County Administrative Center, and Vernon Emergency Medical Services.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



April 8, 2024

Marcy Gianattasio, Municipal Clerk
Township of Vernon
Municipal Building
21 Church Street
Vernon, NJ 07462

Re: Certification for Emergency Rescue Squad (EMS) Contribution

As required by the Sussex County Board of Chosen Freeholders February 28, 2001 resolution: Establishing Policy for Contributions to Emergency Rescue Squads; Municipalities must certify what EMS they are currently being served by. This certification enables the EMS to receive financial assistance in the amount of \$5,000 from the County of Sussex for the calendar year 2024. Please list the Emergency Rescue Squad Vernon Township is served by:

VERNON EMERGENCY MEDICAL SERVICES (VEMS)

By signing this document, Vernon Township is also certifying that the above mentioned EMS and all of its members have been certified pursuant to the applicable New Jersey Statutes to perform the duty or duties required of them.

Name _____
(Signature)

Title _____
(Authorized Municipal Official)

Please mail original:

*Sussex County Administrative Center
One Spring Street
Newton, NJ 07860
Attn: Toni Grisaffi*

TOWNSHIP OF VERNON

RESOLUTION #24-123

**REFUND OVERPAYMENT DUE TO STATE TAX COURT JUDGMENT
(Spiotti & Associates) Block 220 Lot 1**

WHEREAS, a Tax Court Judgment has been favorably awarded for the year 2016: and,

WHEREAS, such Judgment has resulted in an overpayment of 2016 property taxes for Block 220 Lot 1 also known as 9 Wisteria Ct., Vernon, New Jersey.

NOW, THEREFORE BE IT RESOLVED by the Council of the Township of Vernon, to authorize the Tax Collector to refund the 2016 overpayment in the amount of \$2,980.76 to Spiotti & Associates, Attorneys for Plaintiff

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski
Tax Collector

TOWNSHIP OF VERNON

RESOLUTION #24-124

**REFUND OVERPAYMENT DUE TO STATE TAX COURT JUDGMENT
(Spiotti & Associates) Block 220 Lot 1**

WHEREAS, a Tax Court Judgment has been favorably awarded for the year 2017: and,

WHEREAS, such Judgment has resulted in an overpayment of 2017 property taxes for Block 220 Lot 1 also known as 9 Wisteria Ct., Vernon, New Jersey.

NOW, THEREFORE BE IT RESOLVED by the Council of the Township of Vernon, to authorize the Tax Collector to refund the 2017 overpayment in the amount of \$1,349.82 to Spiotti & Associates, Attorneys for Plaintiff

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski
Tax Collector

TOWNSHIP OF VERNON

RESOLUTION #24-125

**REFUND OVERPAYMENT DUE TO STATE TAX COURT JUDGMENT
(Spiotti & Associates) Block 220 Lot 1**

WHEREAS, a Tax Court Judgment has been favorably awarded for the year 2018: and,

WHEREAS, such Judgment has resulted in an overpayment of 2018 property taxes for Block 220 Lot 1 also known as 9 Wisteria Ct., Vernon, New Jersey.

NOW, THEREFORE BE IT RESOLVED by the Council of the Township of Vernon, to authorize the Tax Collector to refund the 2018 overpayment in the amount of \$1,386.90 to Spiotti & Associates, Attorneys for Plaintiff

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski
Tax Collector

TOWNSHIP OF VERNON

RESOLUTION #24-126

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 106 Lot 21-Stewart)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded William Stewart a 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 2024 property tax in the amount of \$1,077.82 to William Stewart.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-127

**(Block 106 Lot 21)
CANCELLING TAXES FOR TOTAL DISABLED VETERAN**

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS on awarded William Stewart a 100% permanent and total disabled veteran; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2024 in the amount of \$1,616.73

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-128

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 8 Lot 3-Rivera)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Jason Rivera a 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 2023 property tax in the amount of \$1,792.96 to Jason Rivera.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-129

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 8 Lot 3-Rivera)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Jason Rivera a 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 2024 property tax in the amount of \$3,014.10 to Jason Rivera.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-130

(Block 8 Lot 3 - Rivera)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS on awarded Jason Rivera a 100% permanent and total disabled veteran; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2024 in the amount of \$3,014.09.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-131

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 306 Lot 16-Gerry)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Robert Gerry a 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 2023 property tax in the amount of \$1,875.10 to Robert Gerry.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-132

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 306 Lot 16-Gerry)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Robert Gerry a 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 2024 property tax in the amount of \$2,647.19 to Robert Gerry.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-133

(Block 306 Lot 16 - Gerry)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS on awarded Robert Gerry a 100% permanent and total disabled veteran; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2024 in the amount of \$2,647.18.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-134

**REFUND OVERPAYMENT
(Block 106 Lot 43 – HUMPHREYS)**

BE IT RESOLVED, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to Amy Humphreys in the amount of \$2059.41 representing refund for overpayment of 4th qtr. 2023 property taxes for Block 106 Lot 43.

OWNER	BLOCK	LOT	REFUND AMOUNT
Humphreys	106	43	\$2059.41
		TOTAL:	\$2059.41

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-135

**REFUND OVERPAYMENT
(Block 526 Lot 279 – RUSSELL)**

BE IT RESOLVED, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to William Russell in the amount of \$1187.50 representing refund for overpayment of 3rd qtr. 2023 property taxes for Block 526 Lot 279.

OWNER	BLOCK	LOT	REFUND AMOUNT
Russell	526	279	\$1187.50
		TOTAL:	\$1187.50

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-136

**REFUND OVERPAYMENT
(Multiple Block & Lots- CORELOGIC)**

BE IT RESOLVED, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to Corelogic in the amount of representing refund for overpayment for the following properties:

OWNER	BLOCK	LOT	REFUND AMOUNT
Turgil	526	182	\$1223.75
Walter	156	20	\$1597.33
		TOTAL:	\$2821.08

Turgil- refund for overpayment totaling \$1223.75 of 4th qtr. 2021 property taxes for Block 526 Lot 182.

Walter- refund for overpayment totaling \$1597.33 of the 4th qtr. 2021 property taxes for Block 156 Lot 20.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-137

**REFUND OVERPAYMENT
(Block 529 Lot 176-CORELOGIC)**

BE IT RESOLVED, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to Corelogic in the amount of \$945.26 representing refund for overpayment for the following properties:

OWNER	BLOCK	LOT	REFUND AMOUNT
Winstock	529	176	\$945.26
		TOTAL:	\$945.26

Winstock- refund for overpayment totaling \$945.26 for 1st qtr. 2022 property taxes for Block 529 Lot 176.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-138

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 355 Lot 6–Grullon)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded George Grullon a 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 2023 property tax in the amount of \$2,789.56 to George Grullon.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-139

**RESOLUTION AUTHORIZING LEASING OF CERTAIN VEHICLES FOR THE
DEPARTMENT OF ADMINISTRATION THROUGH SOURCEWELL
NATIONAL COOPERATIVE #060618-EFM THROUGH ENTERPRISE
FLEET MANAGEMENT SERVICES INC.
(Quote No. 7846810 1 x Agate Black Metallic)**

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

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

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

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

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

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

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

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

WHEREAS, the quoted cost under the Sourcewell National contract is \$45,354.60 (Quote No. 7846810); and

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

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Prepared For: Township Of Vernon - ADMIN
Bright, Donnelle

Date 03/05/2024
AE/AM MKC/SSI

Unit #
Year 2024 **Make** Ford **Model** Explorer
Series Base 4dr 4x4

Vehicle Order Type In-Stock **Term** 60 **State** NJ **Customer#** 609428

\$ 39,694.50	Capitalized Price of Vehicle ¹
\$ 3,056.28	* Sales Tax <u>6.6250%</u> State NJ
\$ 159.00	* Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive (Taxable Incentive Total : \$0.00)

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

Order Information

Driver Name	
Exterior Color	(0 P) Agate Black Metallic
Interior Color	(0 I) Sandstone w/Cloth Captain's Chairs
Lic. Plate Type	Unknown
GVWR	0

\$ 39,694.50	Total Capitalized Amount (Delivered Price)
\$ 535.88	Depreciation Reserve @ <u>1.3500%</u>
\$ 220.03	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 755.91	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

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

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

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 6.6250% **State NJ**

\$ 755.91 Total Monthly Rental Including Additional Services

\$ 7,541.70	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

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

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

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

LESSEE Township Of Vernon - ADMIN

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

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

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

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

Other Totals

Description	(B)illed or (C)apped	Price
Estimated Delivery	B	\$ 400.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 400.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 400.00

VEHICLE INFORMATION:

2024 Ford Explorer Base 4dr 4x4 - US

Series ID: K8B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$37,694	\$38,860.00
Total Options	\$-112.00	\$-120.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$39,177.00	\$40,335.00

SELECTED COLOR:

Exterior: UM-(0 P) Agate Black Metallic
 Interior: 7N-(0 I) Sandstone w/Cloth Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A	NC	NC
119WB	119.1" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
425	50 State Emissions System	STD	STD
44T	Transmission: 10-Speed Automatic	Included	Included
59W	4G LTE Wi-Fi Hotspot Credit	\$-18.00	\$-20.00
7	Cloth Captain's Chairs	Included	Included
7N_01	(0 I) Sandstone w/Cloth Captain's Chairs	NC	NC
91X	Rear Auxiliary Controls Credit	\$-94.00	\$-100.00
99H	Engine: 2.3L EcoBoost I-4	Included	Included
CONNECT	FordPass Connect	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.58 Non-Limited-Slip Rear Axle Ratio	Included	Included
STDGV	GVWR: 6,160 lbs	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/65R18 AS BSW	Included	Included
STDWL	Wheels: 18" 5-Spoke Silver-Painted Aluminum	Included	Included
SYNC	SYNC 3 Communications & Entertainment System	Included	Included
UM_03	(0 P) Agate Black Metallic	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: SYNC 3 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 5 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Oil Level Gauge: oil level gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: Terrain Management System ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

3rd Row Headrests: 2 manual adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 7

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 35-30-35 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

3rd Row Seat Type: fixed third row 50-50 bench seat

3rd Row Electric Control: fold into floor third row seat

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: cloth door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 300-hp, 2.3-liter I-4 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD

TOWNSHIP OF VERNON

RESOLUTION #24-140

**A RESOLUTION EXPRESSING COMMUNITY SUPPORT
FOR WATER AND WASTEWATER INFRASTRUCTURE PROJECTS**

WHEREAS, the 117th Congress reinstated the process of providing funding for local governments through the “Community Project Funding” program in 2021; and

WHEREAS, the Township has been informed of Community Project Funding availability for the 2023 Congressional Fiscal Year; and

WHEREAS, Community Project Funding helps fund projects that are considered by the Interior Subcommittee of the Environmental Protection Agency for local drinking water and wastewater infrastructure; and

WHEREAS, Community Project Funding also funds projects that are considered by the Department of Housing and Urban Development Economic Development Initiative for the construction/capital improvements of public facilities, including wastewater facilities; and

WHEREAS, applications for Community Project Funding require proof of community support; and

WHEREAS, Vernon Township wishes to express support for wastewater infrastructure projects that would benefit the Township and be funded by Community Project Funding;

NOW, THEREFORE, BE IT RESOLVED, the Township Council of the Township of Vernon hereby expresses support for wastewater projects served by the Community Project Funding program that would enhance services to residents and businesses in the Township of Vernon and benefit the community.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on April 22, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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