



VERNON TOWNSHIP COUNCIL MEETING AGENDA

JULY 10, 2023

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 6, 2023 and was posted at the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A.10:4-7.

3. SALUTE TO THE FLAG

4. ROLL CALL

5. PRESENTATION

- a. Economic Development Advisory Committee
- b. Length of Service Award Program (LOSAP)

6. DISCUSSION ITEM

- a. Mayor's Salary
- b. **Ordinance #23-17:** Establishing a Length of Service Award Program (LOSAP) for the Volunteers of the Vernon Township Fire Departments and Emergency Medical Services

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

8. REVIEW OF BILLS LIST

9. APPROVAL OF MINUTES

June 26, 2023 – Regular Meeting

10. CONSENT AGENDA

Resolution #23-156: Resolution of the Township of Vernon, County of Sussex, State of New Jersey, Authorizing the Hiring Emergency Medical Services Through the Competitive Contracting Process

Resolution #23-187: Refund for Totally Disabled Veteran (Block 393 Lot 3 – Taormina)

Resolution #23-188: Cancelling Taxes for Total Disabled Veteran

Resolution #23-189: Refund for Totally Disabled Veteran (Block 393 Lot 3 – Taormina)

Resolution #23-190: Refund for Totally Disabled Veteran (Block 546 Lot 22 - Keller)

Resolution #23-191: Cancelling Taxes for Total Disabled Veteran

Resolution #23-192: Resolution Authorizing the Issuance of Not Exceeding \$600,000 Bond Anticipation Notes of the Township of Vernon, In the County of Sussex, New Jersey

Resolution #23-193: Resolution Authoring the Issuance of Not Exceeding \$6,221,000 Bond Anticipation Notes of the Township of Vernon, in the County of Sussex, New Jersey

Resolution #23-194: Resolution Authorizing the Hiring of an On-Line and In Person Credit Card Payment and Processing Vendor Through the Competitive Contracting Process Concession

Resolution #23-195: Resolution Authorizing Fireworks to be Displayed on August 6, 2023 with Rain Date of August 12, 2023 within the Township of Vernon

Resolution #23-196: Resolution Authorizing Application to Lead Grant Assistance Program

Resolution #23-197: Chapter 159 Resolution Requesting Approval of Revenue and Appropriation Amending the 2023 Budget as a Revenue and Appropriation \$10,4000.00

Resolution #23-198: Refund Overpayment (Block 202 Lot 44 Wells Fargo Real Estate Tax Services)

Resolution #23-199: Refund Overpayment (Block 202 Lot 44 Wells Fargo Real Estate Tax Services)

11. INTRODUCTION OF ORDINANCE

Ordinance #23-17: Establishing a Length of Service Award Program (LOSAP) for the Volunteers of the Vernon Township Fire Departments and Emergency Medical Services

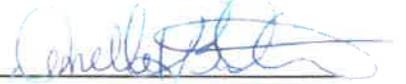
12. PUBLIC COMMENT (Limited to 5 Minutes On Any Topic)

13. MAYOR COMMENTS

14. COUNCIL COMMENTS

15. COUNCIL PRESIDENT COMMENTS

16. ADJOURNMENT



Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	2-01	26,022.38	0.00	0.00	26,022.38
CURRENT FUND	3-01	2,774,432.28	54.00	0.00	2,774,486.28
CAPITAL FUND	C-04	103,379.80	0.00	0.00	103,379.80
GRANT FUND	G-02	8,305.00	0.00	0.00	8,305.00
OTHER TRUST	T-14	8,467.06	0.00	0.00	8,467.06
RECREATION TRUST	T-16	2,447.19	0.00	0.00	2,447.19
PAYROLL	T-22	4,086.37	0.00	0.00	4,086.37
	Year Total:	15,000.62	0.00	0.00	15,000.62
Total of All Funds:		2,927,140.08	54.00	0.00	2,927,194.08

Range of Checking Accts: First to Last Range of Check Dates: 06/22/23 to 07/05/23
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING			
59975	06/28/23	1075E005 10-75 EMERGENCY LIGHTING LLC			450
		23-00537 FPB Explorer Lights	7,677.06		
59976	06/28/23	AAAEM005 AAA EMERGENCY SUPPLY CO. INC.			450
		23-00329 Fire Fighter Gear	73,884.80		
59977	06/28/23	ACMEM005 ACME MARKETS, INC			450
		23-00089 SC Program Supplies	21.87		
59978	06/28/23	AIOSA005 MARK AIOSA			450
		23-00477 Police Badges	2,454.45		
		23-00822 Vernon Police Badge's	1,381.45		
			<u>3,835.90</u>		
59979	06/28/23	AIRGA010 AIRGAS			450
		23-00142 FLEET: VARIOUS WELDING SUPPLIE	585.00		
59980	06/28/23	AIRGR005 AIRGROUP LLC			450
		23-00830 POLICE A/C REPAIRS	5,339.40		
59981	06/28/23	ALLIE020 ALLIED OIL			450
		23-00216 Municipal Fuel	7,297.40		
59982	06/28/23	AMAZO005 AMAZON.COM SERVICES LLC		06/28/23 VOID	0
59983	06/28/23	AMAZO005 AMAZON.COM SERVICES LLC			450
		23-00091 SC Program Supplies	130.39		
		23-00102 Rec Program Supplies	6.99		
		23-00275 Admin Office Supplies	383.49		
		23-00507 Police Supplies	14.87		
		23-00704 IFC 2021 Edition	149.95		
		23-00705 Standing Desk	356.38		
		23-00803 Makers Market Supplies	347.19		
		23-00813 Radio Communications Supplies	178.19		
		23-00828 standing desk 24x36x16	299.89		
			<u>1,867.34</u>		
59984	06/28/23	ARAMS005 Aramsco, Inc. DBA EA Morse			450
		22-01650 Animal Shelter Supplies	487.97		
		23-00169 Animal Shelter Supplies	655.56		
			<u>1,143.53</u>		
59985	06/28/23	ASSOC020 Associated Appraisal Group Inc			450
		23-00459 2024 Reassessment Blanket	16,200.00		
59986	06/28/23	BRAEN005 BRAEN STONE			450
		23-00658 HOT ASPHALT	3,128.65		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
59987	06/28/23	BRUNI005 B & R UNIFORMS			450
		22-01567 New Hire Uniforms	349.40		
59988	06/28/23	CABLE005 CABLEVISION LIGHTPATH NJ, LLC			450
		23-00829 Municipal Internet June 2023	1,084.00		
59989	06/28/23	CAMPB010 CAMPBELL SUPPLY CO, LLC,			450
		23-00135 FLEET: DPW VARIOUS REPAIR PART	525.25		
59990	06/28/23	CIVIL015 CIVIL SOLUTIONS			450
		22-00973 2022 Tax Map Maintenance	1,500.00		
59991	06/28/23	COREL080 CORELOGIC - REFUND DEPT			450
		23-00710 TAX REFUND OVERPAYMENT	1,952.16		
		23-00712 TAX REFUND OVERPAYMENT	1,510.28		
		23-00763 TAX REFUND 2ND QTR	1,952.16		
			<u>5,414.60</u>		
59992	06/28/23	COUNT045 COUNTY OF SUSSEX			450
		23-00094 SC Transportation	4,166.67		
59993	06/28/23	CREAT020 CREATIVE VISUAL SYSTEM			450
		23-00076 SIGN - miscellaneous items	6,220.37		
59994	06/28/23	CRYST005 CRYSTAL MOUNTAIN SPRINGS			450
		23-00063 WATER COOLER SERVICE	523.35		
59995	06/28/23	CUSTO005 CUSTOM BANDAG INC			450
		23-00154 FLEET: DPW TIRES	4,132.25		
59996	06/28/23	DAMST005 JANE DAMSTRA			450
		23-00085 SC Mileage Donation Pickup	87.24		
59997	06/28/23	DELTA005 DELTA DENTAL PLAN OF NJ			450
		22-01732 NOVEMBER 2022	14,056.84		
		23-00819 JUNE 2023	13,759.90		
			<u>27,816.74</u>		
59998	06/28/23	DHACO005 DHA CONTRACTING LLC			450
		23-00821 SCORE BOARD REPAIRS/UPGRADE	4,100.00		
59999	06/28/23	DONNE015 RR DONNELLEY			450
		23-00715 WINDOW ENVELOPES/SHIPPING	786.92		
60000	06/28/23	DOWNT005 MISHELLE DOWNTAIN			450
		23-00099 Rec Program Supplies	33.75		
60001	06/28/23	EDMUN005 EDMUNDS & ASSOCIATES, INC			450
		23-00635 VALIDATOR & SCANNER	1,505.00		
		23-00867 Estimated Bills	3,602.24		
			<u>5,107.24</u>		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60002	06/28/23	ELIZA005 ELIZABETHTOWN GAS CO			450
		23-00823 Gas Serv. Municipal Facilities	975.34		
60003	06/28/23	ENTER020 ENTERPRISE FLEET MANAGMENT, INC			450
		23-00110 FLEET: MONTHLY LEASE	6,455.35		
		23-00224 Police Account 591495A	13,766.89		
		23-00257 FP Explorer Leases	7,371.20		
		23-00464 car lease	528.27		
		23-00840 GPVAC Enterprise Lease Jun2023	591.94		
			<u>28,713.65</u>		
60004	06/28/23	FASTE005 FASTENAL COMPANY			450
		23-00156 FLEET: VARIOUS SHOP SUPPLIES	26.29		
60005	06/28/23	FUNEX005 FUN EXPRESS			450
		23-00419 Rec Program Supplies	496.94		
60006	06/28/23	GLENW030 GLENWOOD/POCHUCK AMB. CORP.			450
		23-00824 Reimbursement Jan- May 2023	13,463.75		
60007	06/28/23	GPCNA005 NAPA Auto Parts			450
		23-00124 FLEET: DPW VARIOUS REPAIR PART	1,040.91		
60008	06/28/23	HAROL005 HAROLD E PELLOW AND ASSOC, INC			450
		23-00118 Work Performed	207.00		
		23-00825 Eng Roads, Parks, Munic Eng	7,521.00		
			<u>7,728.00</u>		
60009	06/28/23	HAWKI005 HAWKINS, DELAFIELD & WOOD			450
		23-00874 Prof. Srvc. Bond Ords/BANS	12,774.27		
60010	06/28/23	HEAVE005 HEAVEN HILL FARM			450
		23-00697 Senior Center Garden Planting	9.99		
60011	06/28/23	HERAL005 NEW JERSEY HERALD			450
		23-00175 Legal Advertising	16.77		
60012	06/28/23	HHAUT005 H & H AUTO PARTS OF VERNON			450
		23-00121 FLEET: DPW VARIOUS PARTS	335.35		
60013	06/28/23	HIGHL010 HIGHLAND FLOWERS AND GIFTS			450
		23-00735 Funeral Flowers J Chlestsos	150.00		
60014	06/28/23	HOMER005 Homer's Girls LLC			450
		23-00799 refund of FP permit	54.00		
60015	06/28/23	HOOVE005 HOOVER TRUCK CENTERS, INC			450
		23-00122 FLEET:FREIGHTLINER/STERLING RE	2,114.95		
60016	06/28/23	HUDSO010 HUDSON VALLEY ATHLETIC CLUB, IN			450
		23-00795 Field Deposit Refund	1,000.00		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60017	06/28/23	INSTI010 INSTITUTE FOR PRO DEVL			450
		23-00845 CEU CLASS FOR LISA & NICOLE	100.00		
60018	06/28/23	INTEG010 INTEGRATED MICRO SYSTEMS, INC			450
		23-00855 IT Services July 2023	2,400.00		
60019	06/28/23	INTER035 INTERNATIONAL CODE COUNCIL, IN			450
		23-00468 code books	180.00		
60020	06/28/23	JCALD005 J. CALDWELL & ASSOCIATES LLC			450
		23-00811 Planner Serv. 2023 Highlands	7,250.00		
60021	06/28/23	JCPL0005 JCP&L			450
		23-00857 Electric Muni Facil May 2023	6,372.65		
60022	06/28/23	JEFFE005 JEFFERSON RECYCLING LL,LLP			450
		23-00591 ASPHALT & CONCRETE DISPOSAL	225.00		
60023	06/28/23	JOHNS020 JOHNNY ON THE SPOT DBA UNITED		06/28/23 VOID	0
60024	06/28/23	JOHNS020 JOHNNY ON THE SPOT DBA UNITED			450
		23-00103 Porta Potty Rentals	2,632.77		
60025	06/28/23	KIRKS005 KIRK SANDSMARK			450
		23-00593 Academy Reimbursements	241.44		
60026	06/28/23	KONIC005 KONICA MINOLTA BUSINESS SOLUTI			450
		23-00217 Municipal Copier Leases 2023	528.90		
60027	06/28/23	KUIKE005 KUIKEN BROTHERS CO., INC.			450
		23-00305 PARKS - miscellaneous supplies	48.51		
		23-00801 SIGN SUPPLIES	61.44		
			109.95		
60028	06/28/23	LAZIE005 HOWARD LAZIER			450
		23-00868 BOOT REIMBURSEMENT	150.00		
60029	06/28/23	LUBEN005 LUBENET, LLC			450
		23-00172 FLEET: AUTO LUBRICANTS	1,496.00		
60030	06/28/23	MATTH015 Matthew Duffy			450
		23-00592 Academy Reimbursements	241.44		
60031	06/28/23	MCAFE005 MC AFEE FIRE DEPT.			450
		23-00843 Reimburse Monthly May 2023	8,145.55		
60032	06/28/23	MCAFE010 MC AFEE HARDWARE CO., INC.			450
		23-00028 B&G - miscellaneous items	145.42		
		23-00030 SIGN - miscellaneous items	119.33		
		23-00092 SC Supplies	75.96		
		23-00126 FLEET: VARIOUS REPAIR PARTS	102.49		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60032		MC AFEE HARDWARE CO., INC.	Continued		
23-00789		Election Supplies	310.29		
			753.49		
60033	06/28/23	MCICO005 MCI COMMUNICATIONS SERVICES, I			450
23-00842		Long Distance Services May 23	998.55		
60034	06/28/23	MCKES005 MC KESSON MEDICAL-SURGICAL GOV			450
22-01465		Glove, Exam Ntrl XL-Blk	853.90		
60035	06/28/23	MONTA015 MONTAGUE TOOL & SUPPLY			450
23-00127		FLEET:SMALL ENGINE/SHOP SUPPLI	181.85		
23-00128		FLEET: VARIOUS CHAINSAW PARTS	345.81		
23-00195		DPW ROAD SUPPLIES	103.80		
			631.46		
60036	06/28/23	MORRI025 MORRIS CO FIRE/POLICE ACADEMY			450
23-00039		Police Classes	90.00		
60037	06/28/23	MORRI040 MORRIS COUNTY TCTA			450
23-00817		CEU CLASS	64.00		
60038	06/28/23	MTETU005 MTE Equipment Solutions, INC			450
23-00183		FLEET: BALLFIELD GROOMER PARTS	312.21		
60039	06/28/23	NATUR005 NATURAL MYSTIQUE			450
23-00796		Makers Market Refund	100.00		
60040	06/28/23	NETWO015 Verizon Connect (NETWORKFLEET)			450
23-00045		Network Fleet	170.55		
60041	06/28/23	NEWJE050 NEW JERSEY DOOR WORKS			450
23-00643		EMERGENCY POLICE DOOR REPLACE	3,640.00		
60042	06/28/23	NIELS005 NIELSON FORD INC			450
23-00129		FLEET: VARIOUS FORD PARTS	42.00		
60043	06/28/23	NJREC005 NJ RECREATION & PARK ASSOC			450
23-00805		Membership M Wahnnon	155.00		
60044	06/28/23	NORTH015 NORTH EAST PARTS GROUP LLC			450
23-00130		FLEET:VARIOUS VES REPAIR PARTS	761.21		
23-00131		FLEET:DPW VARIOUS REPAIR PARTS	770.36		
			1,531.57		
60045	06/28/23	NORTH025 NORTH JERSEY COURT ADMIN ASSOC			450
23-00798		NJCAA June Meeting	80.00		
60046	06/28/23	NORTH050 NORTHEAST COMMUNICATIONS INC			450
22-00955		NextGen 911	25,000.00		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60046		NORTHEAST COMMUNICATIONS INC	Continued		
23-00042		Police Matintenance	437.99		
			<u>25,437.99</u>		
60047	06/28/23	OPTIM005 Optimum			450
23-00810		DPW & Sr Ctr Cable Services	34.85		
60048	06/28/23	PRINT015 THE PRINTING CENTER, INC.			450
23-00812		Mail in Ballots 2023 Primary	8,619.84		
60049	06/28/23	RDTRE005 RD Tree Service, LLC			450
23-00536		TREE DISPOSAL	1,600.00		
60050	06/28/23	REALT015 REALTY EMPIRE			450
23-00804		Field Deposit Refund	1,000.00		
60051	06/28/23	ROUTE005 ROUTE 23 AUTO MALL LLC			450
23-00133		FLEET:VARIOUS FORD VEHICLE PAR	112.68		
23-00134		FLEET:VARIOUS VES REPAIR PARTS	33.55		
			<u>146.23</u>		
60052	06/28/23	SHIN005 SHI INTERNATIONAL CORP			450
23-00847		Dell OptiPlex7010	2,037.30		
60053	06/28/23	SPACE005 SPACE WILD ANIMAL FARM INC			450
23-00066		DEER CARCASS REMOVAL	29.00		
60054	06/28/23	STAPL010 Staples Contract & Commercial			450
23-00219		Admin- Office Supplies 2023	444.90		
23-00637		OFFICE SUPPLIES	734.53		
23-00750		2023/Municipal Court	50.39		
23-00751		SIGN SHOP GLOVES	137.61		
23-00752		MECHANICS GLOVES	229.90		
23-00759		OFFICE SUPPLIES	54.53		
			<u>1,651.86</u>		
60055	06/28/23	STATE125 STATEWIDE INSURANCE FUND			450
23-00860		Municipal Insurance 2023-4th Q	267,696.54		
60056	06/28/23	SUEZW005 VEOLIA WATER NEW JERSEY, INC.			450
23-00841		Municipal Water Service May 23	2,631.60		
60057	06/28/23	SUSSE095 SUSSEX COUNTY M.U.A.			450
23-00055		RECYCLING PLASTIC	40.80		
60058	06/28/23	SUSSE170 SUSSEX RURAL ELECTRIC CO-OP			450
23-00838		Munic Facil Electric Serv Apr	623.35		
60059	06/28/23	TANGE005 TANGENT COMPUTER INC			450
23-00862		Cloud Computing Services 2023	4,464.00		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60060	06/28/23	TARA0005 THE ANIMAL RIGHTS ALLIANCE, INC			450
		23-00165 Spay/Neuter	790.00		
60061	06/28/23	TEAML005 TEAM LIFE INC			450
		23-00316 AED Pads	545.00		
60062	06/28/23	TELEP005 WARWICK VALLEY TELEPHONE			450
		23-00052 Police- Live Scan	164.48		
		23-00809 Phone Serv Police Lines(997)	731.71		
		23-00856 Municipal Phone Service Jun 23	3,728.02		
			<u>4,624.21</u>		
60063	06/28/23	THEFU005 The Fuel Ox LLC			450
		23-00776 FUEL TREATMENT	890.27		
60064	06/28/23	TLOLL005 TLO, LLC (TransUnion Risk)			450
		23-00044 Detective People Search	75.00		
60065	06/28/23	TRACT005 TRACTOR SUPPLY COMPANY			450
		23-00163 Animal Shelter Supplies	600.00		
60066	06/28/23	TREES005 TREES PLUS, LLC			450
		23-00535 TREE DISPOSAL	8,500.00		
60067	06/28/23	TRIMB005 Trimboli & Prusinowski, LLC			450
		23-00026 Legal Labor Services 2023	17,109.00		
60068	06/28/23	TURN0005 TURN OUT UNIFORMS			450
		23-00463 New Hire Uniforms	159.93		
60069	06/28/23	USMUN005 U.S. MUNICIPAL SUPPLY INC			450
		23-00756 GUTTER BROOMS ON ST SWEEPER 88	825.00		
60070	06/28/23	VAN00005 O'TOOLE SCRIVO FERNANDEZ WEINE			450
		23-00025 Township Attorney Retainer	5,000.00		
		23-00736 Legal Service Litigat Apr 2023	6,582.70		
			<u>11,582.70</u>		
60071	06/28/23	VERIZ035 VERIZON CONNECT FLEET USA LLC			450
		23-00844 NEW Network Fleet- PD GPS	56.85		
60072	06/28/23	VERNO075 VERNON SENIOR RECREATION			450
		23-00086 SC Program Supplies	196.30		
60073	06/28/23	VERNO120 VERNON TWP BOARD OF EDUCATION			450
		23-00606 CLEAN COMMUNITIES	750.00		
60074	06/28/23	VERNO120 VERNON TWP BOARD OF EDUCATION			450
		23-00818 JUNECurrent Expenses & Debt 23	2,256,972.05		
60075	06/28/23	VERNO130 VERNON TWP FIRE DEPARTMENT			450
		23-00802 Reimbursement Apr-May Expenses	8,375.18		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60076	06/28/23	VERNO205 VERNON VALLEY AUTO BODY, INC			450
		23-00757 INS DEDUCTIBLE CLAIM GCVER0838	1,000.00		
60077	06/28/23	VISIO005 VISION SERVICE PLAN			450
		23-00820 JUNE 2023	2,010.34		
60078	06/28/23	WBMA005 W B MASON CO INC			450
		23-00667 office Supplies	381.06		
60079	06/28/23	WELLS050 WELLS FARGO VENDOR FINANCIAL			450
		23-00027 Copier Lease Clerk Office	185.73		
60080	06/28/23	YORKE005 YORKE TIRE & AUTO CENTER			450
		23-00188 FLEET:VES ALIGNMENTS AND A/C	240.36		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	104	2	2,923,107.71	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	104	2	2,923,107.71	0.00

22-001		PAYROLL AGENCY			
4821	06/29/23	AFSCM005 A.F.S.C.M.E., NEW JERSEY COUNC			451
		23-00885 JUNE 2023	952.43		
4822	06/29/23	LOCAL005 P.B.A. LOCAL 285			451
		23-00884 JUNE 2023	1,450.00		
4823	06/29/23	LOCAL010 U.A.W. LOCAL 2326			451
		23-00883 JUNE 2023	665.60		
4824	06/29/23	POLIC005 POLICE AND FIREMAN'S INS. ASSO			451
		23-00882 JUNE 2023	98.34		
4825	06/29/23	TRANS015 TRANS WORLD ASSURANCE COMPANY			451
		23-00886 JUNE 2023	920.00		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	5	0	4,086.37	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	4,086.37	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	109	2	2,927,194.08	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	109	2	2,927,194.08	0.00

Run: 05772312 Pay Date: Friday 6/30/23 Pay Period: 12 Type: Regular Schedule: 1

Taxable Wages	Current	Qtr To Date	Year To Date
Federal Income	325,104.90	2,015,496.97	4,042,232.15
FICA - Social Security	357,233.79		
FICA - Medicare	357,233.79	2,236,101.91	4,464,626.91
State Income	381,231.98	2,382,638.02	4,757,252.62
State Unemployment	172,564.40	1,410,776.41	3,718,915.96
State FLI / DIS	377,692.57	2,354,229.37	4,696,001.94

Amount Your Account Will Be Debited: 144,735.53

	Employer Share	Employee Share	Total	ADS
Federal Taxes				
Federal Income Tax		38,850.01	38,850.01	*
Social Security 6.200% / 6.200%	22,148.55	22,148.55	44,297.10	*
Medicare 1.450% / 1.450%	5,179.86	5,179.86	10,359.72	*
Total Federal Taxes	27,328.41	66,178.42	93,506.83	
NJ State Taxes				
NJ State Income Tax		15,368.09	15,368.09	*
NJ Unemployment / 0.425%		733.41	733.41	*
NJ Family Leave / 0.060%		226.66	226.66	*
Total NJ State Taxes		16,328.16	16,328.16	
Public Employees Retirement System				
PERS Pension		12,617.61	12,617.61	*
PERS Back Deduction		214.15	214.15	*
PERS Pension Loan		3,105.21	3,105.21	*
PERS Pension Arrears		57.20	57.20	*
PERS Contributory Insurance		841.20	841.20	*
Total PERS Pension		16,835.37	16,835.37	
Police And Firemans Retirement System				
P&F Pension		14,568.95	14,568.95	*
P&F Pension Loan		3,496.22	3,496.22	*
Total P&F Pension		18,065.17	18,065.17	
DCRP Contribution				
DCRP Contribution	214.05	290.68	504.73	
Total DCRP Contribution	214.05	290.68	504.73	
Agency / Deductions				
Child Support		353.17	353.17	
Aflac Post Tax		201.22	201.22	
Trans Wo		460.00	460.00	
POL/FIRE		49.17	49.17	
Dues AFSCME D		464.60	464.60	
Dues UAW		332.80	332.80	
Valic 457		3,837.50	3,837.50	
Lincoln 457		600.00	600.00	
Dues PBA		725.00	725.00	
AFLAC Pre Tax		519.03	519.03	
FSA Dependent Care		195.00	195.00	
Medical Pre Tax		22,721.25	22,721.25	
FSA Medical		562.91	562.91	
Total Agency / Deductions		31,021.65	31,021.65	

Action Data Services
0577 Township of Vernon

Payroll Summary

Run: 05772312 Pay Date: Friday 6/30/23 Pay Period: 12 Type: Regular Schedule: 1

	Employer Share	Employee Share	Total	ADS
Net Pay				
Net Checks		20,804.93	20,804.93	
Net Deposits Checking		200,303.66	200,303.66	
Net Deposits Savings		3,371.35	3,371.35	
Partial Checking		5,600.00	5,600.00	
Partial Savings 1		1,750.00	1,750.00	
Partial Savings 2		270.00	270.00	
Total Net Pay		232,099.94	232,099.94	
Grand Totals				
Taxes, Pension, Agency, & Net Pay	27,542.46	380,819.39	408,361.85	
Payroll Funding				
Gross Payroll		380,819.39		
Total Payroll Funding	27,542.46	380,819.39	408,361.85	
Gross Earnings				
Regular		336,744.66	336,744.66	
Overtime		10,936.32	10,936.32	
Retro		120.13-	120.13-	
Rec Sec		75.00	75.00	
Sgnt Pay		221.60	221.60	
Sgnt Overtime		212.25	212.25	
Benefit		1,320.13	1,320.13	
Longevity		5,210.91	5,210.91	
On Call		350.00	350.00	
Double Time		189.87	189.87	
Dispatch Lunch		495.80	495.80	
PS Payout		176.54	176.54	
VC Payout		2,648.08	2,648.08	
Outside		15,657.48	15,657.48	
Wed Pay		75.00	75.00	
Health Care Stipend		2,219.89	2,219.89	
Stipend		3,229.17	3,229.17	
Workers Compensation		1,176.82	1,176.82	
Total Gross Earnings		380,819.39	380,819.39	
Taxable / Non Taxable / Other				
Group Life		1,589.41	1,589.41	
Total Txbl/Non Taxable/Other		1,589.41	1,589.41	
Deductions Summary				
Total Taxes	27,328.41	82,506.58	109,834.99	
Total Pension		34,900.54	34,900.54	
Total DCRP	214.05	290.68	504.73	
Total Agency		31,021.65	31,021.65	
Total Deductions	27,542.46	148,719.45	176,261.91	

TOWNSHIP OF VERNON

RESOLUTION #23-156

RESOLUTION OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AUTHORIZING THE HIRING EMERGENCY MEDICAL SERVICES THROUGH THE COMPETITIVE CONTRACTING PROCESS

WHEREAS, the Township of Vernon has a desire to provide Emergency Medical Services as an efficient outsourced service for its response function; and

WHEREAS, such services are currently available to be provided through the competitive contracting process under the New Jersey Local Publics Contract Law, N.J.S.A. 40A:11-4.1(f); and

WHEREAS, the Township desires to evaluate such software offerings from Vendors within the procedures as set forth in the New Jersey Local Publics Contract Law (N.J.S.A.40A:11-4.1 et. seq. and N.J.A.C. 5:34-4 et. Seq.); and

WHEREAS, the Township desires to enter into a contract for up to a five (5) years that will satisfy the needs of the Township; and

WHEREAS, as per statute the process will be administered by the Qualified Purchasing Agent;

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

The Qualified Purchasing Agent is hereby authorized to commence the competitive contract/ procurement as allowable under the New Jersey Local Publics Contract Law allowing for a minimum of 20 days' notice after advertisement to receive responses, per Local Publics Contract Law.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on July 10, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

PROJECT MANUAL

For CC# 5-2023

PROCURING OF EMS SERVICES

COMPETITIVE CONTRACT

Vernon Township, Sussex County New Jersey

July 6, 2023 at 10:00am



**Vernon Township
21 Church Street Vernon, N.J.**

**Mayor Howard L. Burrell
Natalie Buccieri, President
Patrick Rizzuto , Vice President
Bradley Sparta, Councilperson
Joseph Tadrack, Councilperson
Peg Distasi, Councilperson
Marcy Gianattasio RMC, Municipal Clerk
Donelle Bright, CMFO, Chief Financial Officer
Tina Kraus, Business Administrator**

Competitive Contract Request for Proposals

Notice is hereby given by the Township of Vernon that a Competitive Contract in accord with N.J.S.A. 40A:11-4.1 will be received by the Township on **July 6, 2023, at 10:00 A.M.** prevailing time conducted on electronic platform, in accord with N.J.A.C. 5:34-1 et. Seq., on BIDNET at www.bidnetdirect.com//vernontownship

CC #5-2023 EMS SERVICES

NOTE:

it is the bidder's responsibility to ensure that the bid package is uploaded onto the e-procurement site by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.

Bidders must comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et. Seq.,

The Township of Vernon will award this Competitive Contract in accord with Price and Other Factors as outlined within N.J.S.A 40A:11-4.1 et. Seq., and N.J.A.C. 5:34-4.1 et. Seq.,

Report of Competitive Contract:

In accord with N.J.S.A. 40A:11-4.4(d) the summary report will be posted on the Township procurement website at www.bidnetdirect.com//vernontownship at least 48 hours prior to the governing body taking action on award.

For zoom information for public viewing of the opening contact Sean P. Canning, QPA at scanning@thecanninggroup.org.

This procurement has been advertised in accordance with the "Fair and Open Basis" and nothing further shall be required under the Pay-to-Play Legislation (N.J.S.A. 19:44A-20.4).

Date: June 13, 2023

Tina Kraus
Business Administrator
Township of Vernon

Administrative Documents

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

Administrative Documents

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

Bidder Name: _____

Date: _____

Authorized Representative: _____

Signature: _____

Print Name & Title: _____

1.0 SCOPE AND PURPOSE

- 1.1 The Township of Vernon is seeking a medical response and transport solution for emergency medical response through BLS services.
- 1.2 The Township will be seeking responses and qualifications from medical providers. In addition to the managerial and technical capabilities, the Township will be seeking proposals encompassing loading fees and cost per mile for Township resident costs/ Non-resident costs.
- 1.3 Vendor response

1.3.1 The Township is seeking the following proposals:

- 1.3.1.1 Weekdays – Monday through Friday from 6am-6pm
Ambulance responding from adjacent or geographically proximate mutual aid support for weekends and nights if needed.
- OR**
- 1.3.1.2 Have one ambulance housed in the Township of Vernon
Mutual aid support for weekends and nights, if needed,

2.0 RESIDENT AND NON-RESIDENT FEE STRUCTURE

2.1 TOWNSHIP RESIDENT

- 2.1.1 The Township would desire its residents to be exempt from paying any out-of-pocket expenses.
- 2.1.2 Federal and State regulations will not allow a provider to exempt residents for co-payments and deductibles.
- 2.1.3 In the Department of Health and Human Services, within the Office of Inspector General (OIG), the OIG has a Compliance Program Guidance for Ambulance Suppliers:
 - 2.1.3.1 "A city or other political subdivision of a state (e.g., fire Township, county, or parish) may not require a contracting ambulance supplier to waive copayments for its residents, but it may pay uncollected, out of pocket copayments on behalf of its residents. Such payments may be made through lump sum or periodic payments, if the aggregate payments reasonably

approximate the otherwise uncollected cost-sharing amounts"

- 2.1.4 Accordingly, the Township is seeking a respondent to this competitive contract to propose a "no out of pocket" fee for Medicare and the Uninsured Residents.

2.2 LOAD FEE:

- 2.2.1 Residents are responsible for their own out of pocket costs (unless they qualify for charity care). The amount a resident would pay can range from \$0.00 dollars for
- 2.2.2 Individuals who qualify for charity care, up to the Medicare rate (if the patient is uninsured but does not qualify for charity care).
- 2.2.3 The proposer will accept the usual and customary fees of the Insurance Plan. If the individual's insurance plan requires the resident to pay a co-payment and or deductible this will be the resident's responsibility as required by State and Federal Regulations.
- 2.2.4 Individuals who cannot afford to pay this part of the bill will be reviewed on a case-by-case basis to be determined if the bill can be discounted or discharged without further payment responsibility.
- 2.2.5 The proposer shall have a contract with Medicare to accept a Loaded Transport Rate.
- 2.2.6 The Medicare program requires the patient to be responsible for a 20% copayment and any deductibles. Many Medicare residents have a secondary insurance plan, i.e., AARP Health Plan that pays for the copayment and deductible, leaving a zero balance or no payment for the resident.
- 2.2.7 Charity Care and Uninsured Residents: Approximately less than three (3) percent of the residents are uninsured and may meet charity care guidelines based on family income and household size. Should they not qualify for charity care they will be responsible for a percentage of the costs up to the current Medicare Reimbursement Fee.
- 2.2.8 Cost Per Loaded Mile: For Residents the provider will follow the same guidelines with a listing of rates.
- 2.2.9 Residents with Medicare are covered by the Medicare program and the provider must accept the current rate. No resident with Medicare pays for any of the mileage costs.
- 2.2.10 Charity Care and Uninsured Residents: The residents who qualify for charity care have no financial responsibility. Uninsured residents who do not qualify for partial or full charity care will be billed at the Medicare loaded

mileage fee schedule.

2.3 NON-RESIDENT

- 2.3.1 Loading Fee: Non-residents will be responsible for co-payments and deductibles or the Medicare rate if they are uninsured and do not qualify for charity care.
- 2.3.2 The Township will have no financial responsibility for non-residents.
- 2.3.3 Cost per Mile: Non-residents are responsible for mileage charges under the same guidelines as loading fees. The Township will have no financial responsibility for the loaded mileage fees charged to non-residents.

3.0 EMS BACKUP PLAN

- 3.1 The provider in its response shall indicate the number of EMS licensed ambulances and staff that are available for basic services as well as backup.
- 3.2 The provider will also list the "System Status Management Program". This will provide complete coverage with a back-up ambulance to move into town as needed.
- 3.3 The proposal should list the number of ambulances available for a large-scale event should that become necessary.
- 3.4 The proposer will have a vehicle locator in all of our ambulances and utilize this system to monitor the closest vehicle to the call.
- 3.5 The proposal should provide for the ability for a township representative to track our ambulances. There will be an EMS Coordinator to trouble shoot any issues or questions at all times.

4.0 EQUIPMENT AND STAFF

- 4.1 The proposal should encompass a complete listing with all applicable licensure from the State of New Jersey and applicable Federal oversight for:
 - 4.1.1 Staff to include number and type of certifications for staff on calls.
 - 4.1.2 Vehicles, make year, certifications.
 - 4.1.3 Any other information that the Township would find beneficial in making a decision on the merits of the competitive contract evaluation.

5.0 EMS STATISTICS

- 5.1 The number of calls handled by St. Clare's EMS in Vernon Township each respective year:
 - 5.2 2020- 700 calls for service
 - 5.3 2021- 791 calls for service
 - 5.4 2022- 404 calls for service
 - 5.5 2023- 259 calls year to date

5.6 Most of the calls are handled between 6am-6pm; however on occasion they are requested to respond into town when there is inadequate coverage (or a 2nd or 3rd rig is needed) by our volunteer EMS squads between 6pm-6am.

6.0 AWARD OF CONTRACT

6.1 The Township is conducting this procurement in a fashion as outlined by the New Jersey Local Public Contracts Law N.J.S.A. 40A:11-4.1 et. Seq.,

6.2 Accordingly, the Township will evaluate responses based upon the most advantageous response, price and other factors considered. The factors are:

6.2.1 Cost _____%

6.2.2 Managerial ability _____%

6.2.3 Technical ability _____%

6.3 These weights will be announced at opening of proposals.

7.0 TERM OF CONTRACT:

7.1 The term of the contract shall be for five (5) years.

8.0 CONTACTS/ QUESTIONS :

8.1 All questions pertaining to process or technical questions shall be submitted through Bidnet Direct at:

8.2 www.bidnetdirect.com//vernontownship

Technical criteria:	
(Max Points)	1 Pt = Poor Response, 3 pts = Average Response, 5 Pts = Concise and Superior Response
Vendor Name:	
(1) Does the vendor's proposal demonstrate a clear understanding of the scope of work and related objectives?	
(2) Is the vendor's proposal complete and responsive to the specific RFP requirements?	
(3) Has the past performance of the vendor's proposed methodology been documented?	
(4) Does the vendor's proposal use innovative technology and techniques?	
Subtotal Technical	0
Management criteria:	
(Max Points)	1 Pt = Poor Response, 3 pts = Average Response, 5 Pts = Concise and Superior Response
Vendor Name:	
(1) Does the vendor document a record of reliability of timely delivery and on-time and on- budget implementation?	
(2) Does the vendor document industry or program experience?	
(3) Are the availability of in- house and contract resources documented?	
Subtotal Managerial	0
Cost criteria:	
(Max Points)	1 Pt = Poor Response, 3 pts = Average Response, 5 Pts = Concise and Superior Response
Vendor Name:	
(1)Relative cost: How does the cost compare to other similarly scored proposals?	
(2)Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?	
(3) Does the proposal include quality control and assurance programs?	
SUB TOTAL COST	0
Final Rater Score	0

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities,

and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

8.1.1 In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

8.1.2 No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

8.1.3 There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

8.1.4 This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

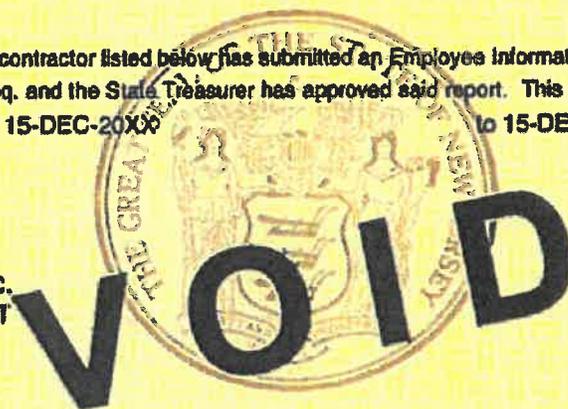
Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625**



State Treasurer

Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C~ S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any act benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER must any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its OWN expense.

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

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

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Business Name (Print): _____

Representative's Name (Print): _____

Representative's Title: _____

Representative's Signature: _____

Phone: _____

Date: _____

**TOWNSHIP OF Vernon Disclosure of
Investment Activities in Iran**

Bidder Name: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2021, c. 4, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2021, c. 4, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2021, c. 4 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Vernon is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Vernon to notify the Township of Vernon in writing of any

changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Vernon and that the Township of Vernon at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Title: _____

Signature: _____ Date: _____



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>
Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipec)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

List Date: July 1, 2021

PAY TO PLAY ADVISORY
Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials _____



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3, 1 section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) th e business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor Name

Vendor Phone Number

Vendor Address (Street Address)

Vendor Fax Number

Vendor Address (City/State/Zip Code)

Vendor Email Address for Authorized Representative

Precluded Entities List <https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF ADMINISTRATION

FROM: Amanda Truppa
Director, Division of Administration

SUBJECT: Entities Engaged in Prohibited Activities Under C. 52:32-60.1
Updated as of: November 17, 2022

In accordance with C. 52:32-60.1, the following companies are prohibited from:

- (1) entering into or renewing a contract with a State agency for the provision of goods or services or the purchase of bonds or other obligations;
- (2) filing or renewing a Public Works Contractor Registration with the Department of Labor and Workforce Development;
- (3) being approved for or continuing to receive an economic development subsidy from the Economic Development Authority in but not of the Department of the Treasury, being awarded a municipal property tax abatement, or making or entering into a payment in lieu of property tax agreement;
- (4) applying for or receiving a tax clearance certificate from the Director of the Division of Taxation in the Department of the Treasury;
- (5) being certified by the Department of Community Affairs as an urban renewal entity for purposes of the "Long Term Tax Exemption Law," P.L.1991, c.431 (C.40A:20-1 et seq.); and
- (6) being designated as a redeveloper by a public agency for the purpose of planning, replanning, construction, or undertaking of any project or redevelopment work in accordance with the "Local Redevelopment and Housing Law," P.L.1992, c.79 (C.40A:12A-1 et seq.).

If State agencies have questions about whether the company they wish to do business with is the same as what appears on this list, please contact Administration.Email@treas.nj.gov. This list will be updated on a rolling basis as needed.

- A1 (Belarus)
- Akella
- Alfa Group
- Aliasworlds Entertainment
- ALROSA
- ASCON
- Aurus Motors
- Aviakor
- BelaPAN
- Belarus High Technologies Park
- Belarusian Railway
- Belaruskali
- Belavia
- En+ Group
- Energia (corporation)
- Eurocement group
- Evalar
- Gorky Film Studio
- High Precision Systems
- I-Fly
- i-Free
- Ingosstrakh
- Inter RAO
- International Industrial Bank
- Izhevsk Mechanical Plant



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF ADMINISTRATION

- Kalashnikov Concern
- Kaspersky Lab
- Kirov Plant
- Komus
- KrioRus
- Lavochkin
- Lenfilm
- LOMO
- LUKoil
- Magnit
- Magnitogorsk Iron and Steel Works
- Mail.Ru Group
- Makeyev Rocket Design Bureau
- Marussia Motors
- Mechel
- MegaFon
- Melodiya
- Military Industrial Company
- Molodaya Gvardiya
- Moscow City Telephone Network
- Mosfilm
- Motovilikha Plants
- Progress Rocket Space Centre
- PROMT
- RBC
- REGNUM
- Roscosmos
- Rosenergomash
- Rosneft
- Rostelecom
- Rostselmash
- RUSAL
- Ruselectronics
- Russian Helicopters
- Russian Railways
- Sberbank of Russia
- Severstal
- Siberian Coal Energy Company
- Sibirtelecom
- Synqera
- Tactical Missiles Corporation
- Tasma
- Tatneft
- Tecmash (Holding company for Rostec)
- TogliattiAzot
- T-Platforms
- Transmashholding
- Transneft
- TsUM Trading House
- Tver Carriage Works
- UTair Aviation
- Volchok
- Volgabus
- VSMPO-AVISMA
- VTB Bank
- X5 Retail Group
- Yandex
- ZiL

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Township** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Township to** notify the **Township** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Township** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, **Township of Vernon** ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON NJ 08646
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107230	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 02/14/04	
EFFECTIVE DATE: 01/01/04	<i>John S. Tully</i> Acting Director	
<small>This Certificate is NOT assignable or transferable. It shall be conspicuous and displayed at above address.</small>		



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address: _____

If less than 5 years, list previous names and address:

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: _____

If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:

List all major subcontractors to be used to complete the service and the area of their responsibility:

Experience & Qualifications Questionnaire

Please provide at least 3 references below:

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Experience & Qualifications Questionnaire

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

General Conditions – Professional Services, Goods & Services

SECTION I - SUBMISSION OF BIDS

- The Township of Vernon, Sussex County, New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders. Said Notice Bidders is to be attached to and is considered as a part of these General Conditions.
- **If NOT on e-procurement format as described in the LEGAL NOTICE,** sealed bids will be received by the Purchasing Agent or his/her designee of the Township at the time and place stated in the Notice to Bidders, and at such time and place will publicly open and read aloud all bids received.
- The bid proposal form shall be submitted on the prescribed form with appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope:
 - Addressed to the Township of Vernon
 - Bearing the name and address of the bidder written on the face of the envelope
 - Clearly marked "BID" with the contract title and/or BID # being identified
 - Bidders shall submit an original as well as a printed copy, clearly labeled as "COPY"
 - Bidders shall also, if indicated in notice submit their bid in CD/ Flash Drive form.
- **It is the bidder's responsibility to see that the bid is presented to the Township on the hour and at the place designated, including uploaded if on e-procurement format. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in prior bullet point, above, must also appear on the outside of the delivery company envelope. All mailed bids must be delivered and signed for by the Administration Office Staff ONLY. Bids received after the designated time and date will be returned unopened.**
- Sealed bids forwarded to the Township before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been

General Conditions – Professional Services, Goods & Services

opened, they must remain firm for a period of sixty (60) calendar days.

- **All prices and amounts must be written in ink or preferably typewritten in a word format on the bid form provided. Any discrepancies between the words and numbers, the written word price shall prevail.** Bids containing any conditions, omissions, unexplained erasures or alteration, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- Bidders must insert prices for furnishing of the specified equipment, materials or supplies, or for all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the Township. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.
- The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be placed at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
 - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be

General Conditions – Professional Services, Goods & Services

performed by a public servant, which is a violation of official duty.

- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

SECTION II - BID SECURITY / CONTRACT SECURITY

- The following provisions if indicated shall be applicable to this bid and be made a part of the bidding documents:

_____ Bid Guarantee

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount often percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Township of Vernon. When submitting a Bid Bond, it shall contain Power of Attorney for fill' amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Township of Vernon.

If the bid is being conducted in an electronic only format, the bidder shall provide for a bid guarantee that can be verified through an electronic verification code issued by a surety agency. The bidder may also offer an electronic image of a certified check or cashiers check through the electronic platform and must:

Provide a physical sealed check upon and no later than the submission deadline to the local unit clerks office and clearly marked as the offerors response. Any late submittals of the sealed check guarantee will be a mandatory rejection in accord with N.J.S.A. 40A:11-23.2.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A: 11-21. **If required, failure to submit is a mandatory cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

_____ Consent of Surety

Bidder shall submit with the bid proposal a Certificate (Consent of

General Conditions – Professional Services, Goods & Services

Surety) to guarantee that the surety company will furnish the Township with the bonds required by the contract documents within the time periods and in the amounts so specified. The surety shall be authorized to do business in the State of New Jersey. The Consent of Surety shall be in a form acceptable to the Township and accompanied by (a) duly executed acknowledgements of the respective parties; (b) a duly certified copy of a Power of Attorney (where the Consent of Surety is executed by an agent or other representative of the surety); (c) a duly certified extract from the By-Laws or resolutions of Surety under which the Power of Attorney was issued; and (d) a duly certified copy of latest published financial statement of asset and liabilities of Surety. **If required, failure to submit is a mandatory cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

_____ Performance Bond

The successful bidder shall execute and deliver to the Township within ten (10) days after notification of award of the contract, a satisfactory surety bond or bonds in an amount equal to 100% of the contract prices, upon the form prepared for and used by the Township in statutory form with such surety companies as sureties as shall be approved by the Township Council and qualified and authorized to do business under the laws of the State of New Jersey. The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER.

The proposal shall also be accompanied by a Consent of Surety wherein the surety consents and agrees that if the Contract for which the proposal is made be awarded, that it will become bound as surety and guarantor for its faithful performance. **If required, failure to submit may be cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

_____ Labor & Material Payment Bond

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract. **If required, failure to submit may be cause for rejection of bid in accordance with NJSA 40A:11-23.2.**

General Conditions – Professional Services, Goods & Services

_____ Maintenance Bond

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

_____ 1 year _____ 2 years

If required, failure to submit may be cause for rejection of bid in accordance with NJSA 40A:11-23.2.

_____ Payment Deferral

As an alternate performance guarantee, no payment shall be made for any part of this contract until the entire contract is completed to the satisfaction of the Township.

o Workmanship Guarantee – Contract Retention

The Contractor shall guarantee all labor and materials for a period of _____ months from the date of acceptance of the work by the Township, and he shall make all needed repairs on the work as it progresses and during this guarantee period, except those due to ordinary wear and tear. The Contractor agrees that, during the said guarantee the Township may retain, out of monies payable to him under this agreement, the sum of _____ percent of the amount of the contract; and that, should he fail to make the necessary repair at once after due notice from the Administrator or Engineer, the Township may expend the same or so much thereof as may be required to make the needed repairs; provided, however, that in case of emergency, where in the opinion of the Administrator or the Engineer it would cause serious loss or damage, the Township may make repairs without previous notice and at the expense of the Contractor.

Township, the Contract may provide a Maintenance Bond equal to ten (10%) percent of the contract value in a form approved by the Township Attorney.

If an alternate guarantee provision is contained in the Detailed Specifications, then this alternate guarantee provision shall prevail.

SECTION III - INTERPRETATION AND ADDENDA - BIDDERS RESPONSIBILITIES

- All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed

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to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.

- Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from scanning@TheCanningGroup.org . It is recommended that the bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.
- Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate Township official. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Township's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A: 11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.
- Discrepancies in the Bid
 - If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.
- Site Investigation & Representation

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The bidder acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the bidder to acquaint himself with all the available information concerning these conditions shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work

- Deviations

All bidders shall clearly identify any deviations from the specifications at the time the bids are opened and examined. After the contract has been entered into, no consideration shall be given for any misunderstanding as to work, materials set forth therein specified and indicated on drawings, it being mutually understood that tender of a proposal carries with it an agreement to this and other obligations set forth in the contract and further implies full understanding of the contract document.

- Optional Pre-Bid Conference

If stated in the Notice to Bidders and checked below:

A Pre-Bid Conference will not be held. _____

A pre-bid conference for this proposal will be held on **SEE TECH**
SPECS _____.

Attendance is not mandatory but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

SECTION IV - BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on

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a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

- It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Township reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.
- In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Township harmless from any damages resulting from such infringement.
- Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A: 11-18.
- Wherever practical and economical to the Township, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- Workmanship

All workmanship shall be in every respect in accordance with the best current practice. Only skilled craftsmen, fully qualified in the various disciplines required, shall be used in this project.

- In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

SECTION V - INSURANCE AND INDEMNIFICATION

- Insurance Requirements
 - Worker's Compensation and Employer's Liability Insurance

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This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$100,000.

- o General Liability Insurance

This insurance shall have limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$2,000,000 aggregate for property damage and shall be maintained in force during the life of the contract by the bidder.

- o Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

- Certificate of Insurance

The contractor shall provide Certificates of the Required Insurance as listed above along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured. Said Certificates of Insurance shall state specifically that the Indemnification cited below is guaranteed by the policy. If such statement is not included in the body of the policy shall be typed on the face or back of the certificate.

- Indemnification

Successful bidder will indemnify and hold harmless the Township of Vernon from all claims, suits or action and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, including attorney's fees and costs relating to the defense of such claims, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement. The Township of Vernon shall be named "Additionally Insured" on the contractor's insurance policy.

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SECTION VI - PREPARATION OF BIDS

- The Township of Vernon is exempt from any local, state or federal sales, use or excise tax. Exemption certificates will be provided when required
- Estimated Quantities (Open-end Contracts)

The Township of Vernon has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J. A.C.5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

- Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement, unless stated specifically otherwise in the Technical Specifications.

SECTION VII - STATUTORY AND OTHER REQUIREMENTS

- The Contractor shall familiarize himself and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect those engaged or employed in the, work, the materials or equipment to be used, or the conduct of the work. No plea or misunderstanding will be considered because of ignorance of the law.

If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the Township prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Township, he will bear all costs arising there from.

The following is a list of some Laws/Regulations which MAY impact on this contract. This list is not intended to be inclusive and is in addition to other requirements, statutes, regulations cited in these General conditions:

- Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of *N.J.S.A 10:5-31 et seq.* & *N.J.A.C 17:27*. Procurement, Professional and Service Contracts

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All successful vendors must submit, upon award the contract or the receipt of the contract, one of the following:

- o A photocopy of a valid letter for an approved Federal Affirmative Action Plan, or
- o A photocopy of an approved Certificate of Employee Information Report, or
- o If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

- Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disability language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the Township harmless.

- Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

- The New Jersey Worker & Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet- must be furnished.

- VOC REQUIREMENT

The Contractor shall use on the job site only chemicals and cleaning products that do not exceed the national Volatile Organic Chemical

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(VOC) limitations rule(s) published by the U.S. Environmental Protection Agency (EPA).

- Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

- Safety & Protection

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of; and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected by the work and all public/private property at the site or adjacent to the work area. The Contractor will be solely responsible for compliance with all relevant State and Federal Law and Regulation governing construction activities and practices.

- Other Related Statutes

- TITLE 40A, Chapter 11, Public Contract Law.
- TITLE 34, Chapter 2, concerning employment of child labor; Chapter 5, concerning safety codes for workers in the construction industry together with the rules and regulations of the State Department of Labor and Industry, Chapter 10, concerning establishment of an eight-hour working day for laborers, workmen and mechanics.
- TITLE 52, Chapter 34, concerning the payment of commissions, percentage, brokerage or contingent fees to solicit or secure the contract.

- Release of All Liens

Prior to the final payment the contractor shall provide a certification that all liens relating to the contract have been satisfied or will be satisfied though the receipt of the final payment.

- New Jersey Business Registration Certification

All contractors and businesses must submit with their bid proof that they are properly registered with the Department of Treasury of the State of

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New Jersey pursuant to Chapter 57 of the laws of 2004. This certificate must be provided in accordance with current applicable New Jersey State Law. For any proposal involving subcontractors, the Business Registration Certificate must be provided for both the contractor and each subcontractor required to be listed in the bid document. See attached detailed information on this requirement.

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment is made the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used. For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, N.J. Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into the State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

- New Jersey Anti-Discrimination

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all the anti-discrimination laws, including but not limited to N.J.S.A 10:2-1 as included in this packet.

- Pay-to-Play Legislation

Pursuant to P.L. 2005, c.271, s3 any business entity that has received \$50,000 or more in a calendar year through agreements or contracts with public entities, must file an annual disclosure statement with the Commission. The Business Entity Annual Statement (Form BE) and filing instructions can be found at www.elec.state.nj.us.

- Disclosure of Investment Activities in Iran

N.J.S.A. 52:32-55 prohibits state and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors in Iran. Bidders must indicate if they comply with the law by certifying the form Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

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SECTION VIII - BID OPENING / ANALYSIS & AWARD

- Acceptance of Bids

The Township of Vernon reserves the right to waive any immaterial defect or informality in any bid and reserves the right to accept that bid or portion thereof which, in its judgment is in the best interest of the Township. The Township of Vernon also reserves the right to reject any or all bids. Any bid received after the time and date specified shall not be considered.

- Bid Opening

All Bidders or their authorized agents are invited to be present when the bids are opened and read publicly. All bids may be inspected at this time. No bid may be withdrawn after the specified opening time and date. Once opened, all bids become the property of the Township of Vernon and will not be returned to the bidders.

All supply/ service contracts shall be for twelve (12) consecutive months unless otherwise noted in technical or supplemental specifications.

The Township of Vernon may award the work on the basis of the Base Bid, or the base bid combined with such Alternates as selected, until a net amount is reached which is within the funds available.

If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.

The Township of Vernon may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.

If the procurement is a Competitive Contract as allowable under N.J.S.A.40A:11-4.1 et. Seq., the basis of award shall be upon Price and Other Factors as contained within N.J.A.C. 5:34-1 et. Seq.,

- Contract Award

Should the Township decide to award the contract, it shall notify the successful bidder in writing within sixty (60) days of receipt of bids. Should a successful bidder fail or refuse to execute and deliver such contract,

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certificates of insurance, required stated documentation and bonds within ten (10) days after receipt of Notice of Award, or within such other time period as specified in the technical specifications, the Township may revoke the acceptance of his proposal and the bidder shall become liable for any difference in the proposal awarded and the amount of the contract which the Township may be obliged to award to another because of the refusal or omission of a successful bidder to execute and deliver the contract and bonds aforementioned, together with any sums which the Township may be obliged to spend by reason for the default of the bidder

The successful bidder will not assign any interest in this bid and shall not transfer any interest in the same without the prior written consent of the Township.

SECTION IX - REJECTION OF BIDS

Bids may be rejected for any of the following reasons:

- All bids pursuant to N.J.S.A. 40A:11-13.2;
- If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- Multiple bids from an agent representing competing bidders;
- The bid is inappropriately unbalanced;
- The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

SECTION X - CONTRACT ADMINISTRATION

- Contract Documents

The Contract documents shall consist of the Contract, the drawings, the Specifications, and all modifications and addenda incorporated prior to execution of the Contract. All the documents are intended to supplement each other and together constitute a complete set of specifications.

The specifications are intended to require and include all work, equipment, and materials necessary for proper completion of the work

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contemplated. If in any case the specifications do not show, note or otherwise require some work, equipment or material necessary for that purpose, the Contractor shall, nevertheless, provide same to fulfill the true intent and purpose of the specifications.

- **Inspection**

The Business Administrator and the Engineer shall have the right to inspect all materials and work done during any phase of construction, fabrication, or manufacture. The Contractor shall furnish all reasonable facilities and aid to the Engineer and safe and convenient means for the examination and inspection of any part of the work.

- **Authority to Withhold Payment**

The Business Administrator or the Engineer, because of subsequently discovered evidence, may cause to be withheld or cause to be nullified, the whole or a part of any payment to such extent as may be necessary to protect the Township from loss because of

- Defective work, materials or equipment not corrected; improper work performed; disapproved substitution of material or equipment specified.
- Claims filed or reasonable evidence indicating the probability of claims being filed.
- Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- A reasonable doubt that the contract can be completed for the balance then unpaid.
- Damage to another contract, agency, governing body, corporation or person.
- When the above grounds are removed, payment shall be made for amounts withheld because of them.

- **Financial Procedures**

Payment in full shall be made upon the completion of the contract requirements of the specifications. Partial payments shall be made if the required work or equipment can be completed in stages and if previously agreed to by the Administrator. All payments shall be approved by the Township Council at their bi-monthly meeting within the later of 60 days of

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a properly prepared executed invoice or 60 calendar days from the date of goods and services were received and certified by an officer of the organization, in accord with N.J.S.A 40A:5-16(b). Late payment interest shall be made within 30 calendar days of the date of the contracting unit making the late payment and interest shall be in accord with the rate specified by the State Treasurer for State late payments pursuant to N.J.S.A. 52:32-35. The contracting unit shall not be responsible for late payments due to circumstances beyond the control of the contracting unit, including but not limited to a strike or natural disaster.

A properly executed invoice shall mean an invoice containing sufficient detail for the payment to be made.

Vouchers shall be submitted at least 10 days prior to this meeting for inclusion upon the agenda. Only properly executed Township vouchers may be used for payments.

Partial payment shall be made on the basis of a certified an approved estimate of work completed. Ten percent (10%) of the amount of each invoice shall be retained by the Township as security for faithful performance and completion of work. The Township shall not make late payment penalties unless the goods and services have been rendered.

- **Timeliness**

- **Commencement of Work**

- The Contractor shall commence work on the project within _____ working days from the date of execution of the contract by the Township. (Working days excludes Saturdays, Sundays and Designated Township Holidays)

- **Completion of Work**

- The Contractor shall complete all of the work required in these specifications within _____ working days after commencing work as required in Section I above.

- **Term of Contract – Liquidated Damages**

The terms of this contract shall be completed within the time specified for completion of the work. The Township reserves the right to extend this term of the contract upon application by the contractor providing evidence of circumstances beyond the control of the contractor preventing his successful completion of the contract.

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In the case the Contractor shall fail to complete the work within the time fixed for such completion, or within the time to which such completion may have been extended, the Contractor shall pay to the Township in the sum of _____ dollars for each and every working day that the time consumed in completing the work exceeds the time allowed therefore; starting at twelve (12 o'clock) midnight of the date set for completion of the contract, which said sum, in view of the difficulty or accurately ascertaining the loss which the Township will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the Township will suffer by reason of such delay, and not as a penalty. The Township will deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages.

- The successful bidder/ contractor shall not assign transfer, convey, sublet or otherwise dispose of any interest in this contract without the prior written consent of the Township.

SECTION XI - TERMINATION OF CONTRACT

- If through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Township shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.
- The contractor agrees to indemnify and hold the Township harmless from any liability to subcontractors / suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.
- In case of default by the successful bidder, the Township may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- The Township shall have the right to declare the Contract in default in any

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of the following eventualities:

- The Contractor becomes insolvent or a voluntary or involuntary petition in bankruptcy be filed by or against the Contractor.
- The Contractor makes an assignment for the benefit of creditors pursuant to the Statutes of the State of New Jersey.
- The Contractor fails to commence work when notified to do so by the Business Administrator or the Engineer.
- The Contractor shall abandon the work.
- The Contractor shall refuse to proceed with the work when and as directed by the Business Administrator or the Engineer.
- The Contractor shall without just cause, reduce his working force to a number which, if maintained, shall be insufficient, in the opinion of the Administrator or the Engineer, to complete the work in accordance with the approved Progress Schedule, and shall fail or refuse to sufficiently to increase such working force when ordered to do so by the Administrator or Engineer.
- The Contractor shall sublet, assign, transfer, convey or otherwise dispose of this Contract other than as herein specified.
- A receiver or receivers are appointed to take charge of the Contractor's property or affairs.
- The Business Administrator or Engineer shall be of the opinion that the Contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance or completion of the work, and the awards of necessary sub-contractors, or the placing of necessary material and equipment orders.
- The Business Administrator or Engineer shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this contract in good faith and in accordance with its terms.
- The work is not completed within the time herein provided therefore or within the time to which the Contractor may be entitled to have such completion extended.

Before the Township shall exercise its right to declare the Contractor in default by reason of the conditions set forth above,

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the Contractor shall be given an opportunity to be heard. The right to declare in default, for any of the grounds specified or referred to herein, shall be exercised by sending the Contractor a notice signed by the Business Administrator, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the Contractor shall immediately discontinue all further operations under this contract and shall immediately quit the site, leaving UNTOUCHED all plant, materials, equipment, tools and supplies then on the site.

The Township, after declaring the Contractor in default, shall then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as the Township shall deem advisable, utilizing for such purposes any of the Contractor's or Sub-contractor's plant, materials, equipment, tools and supplies remaining on the site, as shall be deemed to be available.

After such completion, the Township shall certify the expense incurred in such completion, which shall include the cost of relating as well as the total amount of liquidated damages (at the rate provided for) from the date when the work should have been completed by the Contract, in accordance with the terms hereof to the date of actual completion of the work. Such certifications shall be binding and conclusive upon the Contractor, his Sureties, and any person claiming under the contract, as to the amount thereof.

The expense of such completion, as so certified by the Township shall be charged against and deducted from such monies as would have been payable to the Contractor, if he had completed the work; and the balance of such monies, if any, subject to the other provisions of this Contract, shall be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by the Township, exceed the total sum which would have been payable under this contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the Township upon demand.

- Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel this contract.
- The contractor shall maintain all documentation related to products,

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transactions or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

SECTION XII - DISPUTE RESOLUTION

Any dispute arising under this Contract shall be resolved in accordance with and subject to the provisions contained in N.J.S.A. 40A: 11-41.1 as outlined below. Nothing in this section shall prevent the Township from seeking injunctive or declaratory relief in court at any time.

- All remedies provided elsewhere in the contract and/or specifications governing the project in dispute shall be exhausted prior to initiating this Dispute Resolution process. Where the Township, its engineer or architect, or its administrative authorities are required by contract or specifications to issue a decision, such decision must be rendered within the time constraints in said contract prior to proceeding to resolve the dispute in accordance with this section
- Prior to litigation, the Township and contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. The demand for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association, with a copy to the Administrator, Engineer or Architect for the project. This demand must cite the specifics of the dispute and the relevant remedies sought.
 - In no event shall a demand for mediation be made more than 30 days after the decision in dispute is rendered by the Township, its engineer, architect, or administrative authorities, nor more than 30 days after the completion and acceptance of the work and issuance of final payment, nor after the institution of legal or equitable proceedings unless specifically agreed to by all parties to the dispute.
 - Nothing herein shall be construed to prevent the Township and contractor from agreeing to an alternate dispute resolution procedure in lieu of or in addition to mediation.
- This Dispute resolution procedure shall not prevent the Township from notifying any performance guarantor (surety) or maintenance guarantor (surety) of the dispute and requesting the surety's assistance in resolving any disputes with involve the contractor's performance or lack thereof

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- Default Provisions

For those contracts which do not require a Performance Bond, the following DEFAULT PROVISIONS govern:

- If the contractor fails to complete the required work within the number of days specified in the contract or abandons the required work for _____ working days and fails to commence working within 3 calendar days after receiving Notice of Default from the Township, then the contractor is declared to be in fault of the contract. In instances of the default of a contract, the Township of Vernon reserves the right to immediately have the specified work completed by an alternate contractor and the cost of this completion deducted from any and all monies owed to the original contractor. If insufficient funds are not available within the value of the original contract, then the contractor shall be liable for any and all extra costs incurred by the Township in completing the specified work.

SECTION XIII - OTHER PROVISIONS

- Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
 - Not use or disclose protected health information other than as permitted or required by law
 - Use appropriate safeguards to protect the confidentiality of the information
 - Report any use or disclosure not permitted
- The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.
- The owner shall retain all of its rights and interest in any and all documents and property both hard copy (if applicable) and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the

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performance of the resulting contract.

- The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.
- Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.

General Conditions – Professional Services, Goods & Services

TOWNSHIP OF VERNON

RESOLUTION #23-187

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 393 Lot 3 - Taormina)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Joseph Taormina 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 4th quarter 2022 property tax in the amount of \$918.22 to Joseph Taormina.

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 July 10, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MO- TION	SEC- OND	YES	NO	ABSTAIN	ABSENT
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-188

(Taormina Block 393 Lot 3)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS on awarded Joseph Taormina 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 2023 in the amount of \$1,728.05.

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 July 10, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-189

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 393 Lot 3 - Taormina)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Joseph Taormina 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 1st and 2nd quarter 2023 property tax in the amount of \$2,994.23 to Joseph Taormina.

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 July 10, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MO-TION	SEC-OND	YES	NO	ABSTAIN	ABSENT
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-190

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 546 Lot 22 – Keller)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Robert Keller 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 1st and 2nd quarter 2023 property tax in the amount of \$3,830.06 to Robert Keller.

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 July 10, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MO- TION	SEC- OND	YES	NO	ABSTAIN	ABSENT
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-191

(Keller Block 546 Lot 32)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS on awarded Robert Keller 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 2023 in the amount of \$2,063.11.

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 July 10, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-192

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$600,000 BOND ANTICIPATION NOTES OF THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY.

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY, AS FOLLOWS:

Section 1. Pursuant to a bond ordinance of the Township of Vernon, in the County of Sussex (the "Township") entitled: "Bond ordinance providing for the restructuring of a portion of the cost of acquisition of capacity at the sanitary sewage treatment plant of the Sussex County Municipal Utilities Authority by the Township of Vernon, in the County of Sussex, New Jersey, appropriating \$2,800,000 therefor and authorizing the issuance of \$2,666,000 bonds or notes of the Township for financing such appropriation", finally adopted on November 14, 2011 (#11-23), bond anticipation notes of the Township in a principal amount not exceeding \$600,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 2. All bond anticipation notes (the "notes") issued hereunder shall mature at such times as may be determined by the treasurer, the chief financial officer or the acting chief financial officer of the Township (the "Chief Financial Officer"), provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer and shall be signed and sealed

by officials and officers of the Township in any manner permitted by N.J.S.A. §40A:2-25. The Chief Financial Officer shall determine all matters in connection with the notes issued hereunder, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes at not less than par from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price. The Chief Financial Officer is directed to report in writing to the governing body of the Township at the meeting next succeeding the date when any sale or delivery of the notes hereunder is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 3. Any note issued pursuant to this resolution shall be a general obligation of the Township, and the Township's faith and credit are hereby pledged to the punctual payment of the principal of and interest on the notes and, unless otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. The Chief Financial Officer is hereby authorized and directed to do all other matters necessary, useful, convenient or desirable to accomplish the delivery of the notes to the purchasers thereof as promptly as possible, including (i) the preparation, execution and dissemination of a Preliminary Official Statement and Final Official Statement with respect to the notes, (ii) preparation, distribution and publication, if necessary, of a Notice of Sale with respect to the notes, (iii) execution of a Continuing Disclosure Undertaking, with respect to the notes in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission and (iv)

execution of an arbitrage and use of proceeds certificate certifying that, among other things, the Township, to the extent it is empowered and allowed under applicable law, will do and perform all acts and things necessary or desirable to assure that interest paid on the notes is not included in gross income under Section 103 of the Internal Revenue Code of 1986, as amended.

Section 5. All action heretofore taken by Township officials and professionals with regard to the sale and award of the notes is hereby ratified, confirmed, adopted and approved.

Section 6. This resolution shall take effect immediately.

Upon motion of _____, seconded by _____, the foregoing resolution was adopted by the following vote:

AYES:

NAYS:

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 July 10, 2023 7:00 pm in the Vernon Municipal Center.

 Marcy Gianattasio, RMC, CMR
 Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

CLERK'S CERTIFICATE

I, **MARCY GIANATTASIO**, Township Clerk of the Township of Vernon, in the County of Sussex, State of New Jersey, **HEREBY CERTIFY** that the foregoing annexed extract from the minutes of a meeting of the Township Council of said Township, duly called and held on July 10, 2023, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Township, and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Township this 10th day of July, 2023.

(SEAL)

Marcy Gianattasio
Township Clerk

Ordinance Detail

<u>Number</u>	<u>Adoption Date</u>	<u>Current Amount</u>	<u>Initial Issuance Date and Amount</u>	<u>Current Paydown</u>	<u>Aggregate Paydown (Start)</u>
11-23	11/14/11	\$0	11/02/12 - \$500,000	\$0	\$500,000 (2015)
		\$0	10/31/13 - \$400,000	\$0	\$400,000 (2016)
		\$0	10/30/14 - \$400,000	\$135,868	\$400,000 (2017)
		\$0	10/29/15 - \$450,000	\$444,000	\$450,000 (2018)
		\$600,000	10/27/16 - \$707,724	\$46,132	\$85,092 (2019)
	Totals:	\$600,000		\$626,000	

TOWNSHIP OF VERNON

RESOLUTION #23-193

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$6,221,000 BOND ANTICIPATION NOTES OF THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY.

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY, AS FOLLOWS:

Section 1. Pursuant to a bond ordinance of the Township of Vernon, in the County of Sussex (the "Township") entitled: "Bond ordinance appropriating \$4,015,000, and authorizing the issuance of \$3,130,000 bonds or notes of the Township, for various improvements or purposes authorized to be undertaken by the Township of Vernon, in the County of Sussex, New Jersey", finally adopted on May 24, 2021 (#21-12), bond anticipation notes of the Township in a principal amount not exceeding \$2,000,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 2. Pursuant to a bond ordinance of the Township entitled: "Bond ordinance providing for the acquisition of a new fire truck by the Township of Vernon, in the County of Sussex, New Jersey, appropriating \$655,000 therefor and authorizing the issuance of \$424,047 bonds or notes of the Township for financing such appropriation", finally adopted on April 11, 2022 (#22-08), bond anticipation notes of the Township in a principal amount not exceeding \$424,000 shall be issued for the purpose of temporarily financing the improvement or

purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 3. Pursuant to a bond ordinance of the Township entitled: “Bond ordinance appropriating \$1,955,000, and authorizing the issuance of \$1,365,000 bonds or notes of the Township, for various improvements or purposes authorized to be undertaken by the Township of Vernon, in the County of Sussex, New Jersey”, finally adopted on May 23, 2022 (#22-10), bond anticipation notes of the Township in a principal amount not exceeding \$1,365,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 4. Pursuant to a bond ordinance of the Township entitled: “Bond ordinance appropriating \$2,861,000, and authorizing the issuance of \$2,432,486 bonds or notes of the Township, for various improvements or purposes authorized to be undertaken by the Township of Vernon, in the County of Sussex, New Jersey”, finally adopted on June 12, 2023 (#23-__), bond anticipation notes of the Township in a principal amount not exceeding \$2,432,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 5. All bond anticipation notes (the “notes”) issued hereunder shall mature at such times as may be determined by the treasurer, the chief financial officer or the acting chief financial officer of the Township (the “Chief Financial Officer”), provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer and shall be signed and sealed by officials and officers of the Township in any manner permitted by N.J.S.A. §40A:2-25. The

Chief Financial Officer shall determine all matters in connection with the notes issued hereunder, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes at not less than par from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price. The Chief Financial Officer is directed to report in writing to the governing body of the Township at the meeting next succeeding the date when any sale or delivery of the notes hereunder is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 6. Any note issued pursuant to this resolution shall be a general obligation of the Township, and the Township's faith and credit are hereby pledged to the punctual payment of the principal of and interest on the notes and, unless otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 7. The Chief Financial Officer is hereby authorized and directed to do all other matters necessary, useful, convenient or desirable to accomplish the delivery of the notes to the purchasers thereof as promptly as possible, including (i) the preparation, execution and dissemination of a Preliminary Official Statement and Final Official Statement with respect to the notes, (ii) preparation, distribution and publication, if necessary, of a Notice of Sale with respect to the notes, (iii) execution of a Continuing Disclosure Undertaking, with respect to the notes in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission and (iv) execution of an arbitrage and use of proceeds certificate certifying that, among other things, the

Township, to the extent it is empowered and allowed under applicable law, will do and perform all acts and things necessary or desirable to assure that interest paid on the notes is not included in gross income under Section 103 of the Internal Revenue Code of 1986, as amended.

Section 8. All action heretofore taken by Township officials and professionals with regard to the sale and award of the notes is hereby ratified, confirmed, adopted and approved.

Section 9. This resolution shall take effect immediately.

Upon motion of _____, seconded by _____, the foregoing resolution was adopted by the following vote:

AYES:

NAYS:

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 July 10, 2023 7:00 pm in the Vernon Municipal Center.

 Marcy Gianattasio, RMC, CMR
 Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

CLERK'S CERTIFICATE

I, **MARCY GIANATTASIO**, Township Clerk of The Township of Vernon, in the County of Sussex, State of New Jersey, **HEREBY CERTIFY** that the foregoing annexed extract from the minutes of a meeting of the Township Council of said Township, duly called and held on July 10, 2023, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Township, and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

I **FURTHER CERTIFY** that the original of each resolution referred to in said extract was after its adoption and in due form and time submitted by me for approval to the Mayor of said Township, who thereafter duly approved the same and, on July 10, 2023, affixed his signature thereto in token of such approval.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Township this 10th day of June, 2023.

(SEAL)

Marcy Gianattasio
Township Clerk

Ordinance Detail

<u>Number</u>	<u>Adoption Date</u>	<u>Current Amount</u>	<u>Initial Issuance Date and Amount</u>	<u>Current Paydown</u>	<u>Aggregate Paydown</u>
21-12	05/21/21	\$2,000,000	10/21/21 - \$2,000,000	\$0	\$0
22-08	04/11/22	\$424,000	08/25/22 - \$424,000	\$0	\$0
22-10	05/23/22	\$1,365,000	08/22/22 - \$1,365,000	\$0	\$0
23-__	06/12/23	\$2,432,000	08/24/23 - \$2,432,000	\$0	\$0

TOWNSHIP OF VERNON

RESOLUTION #23-194

**RESOLUTION AUTHORIZING THE HIRING OF AN ON-LINE AND IN PERSON
CREDIT CARD PAYMENT AND PROCESSING VENDOR THROUGH THE
COMPETITIVE CONTRACTING PROCESS CONCESSION**

WHEREAS, the Township of Vernon (“Township”) has a desire to provide for on-line and in-person credit card payments and process services; and

WHEREAS, such services are currently available to be provided through the competitive contracting process under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1 (j); and

WHEREAS, the Township desires to evaluate such service offerings from Vendors within the procedures as set forth in the New Jersey Local Public Contracts Law (N.J.S.A.40A:11-4.1 et. seq. and N.J.A.C. 5:34-4 et. seq.); and

WHEREAS, the Township desires to conduct the concession procurement in accord with N.J.A.C. 5:34-9.4 et. seq.; and

WHEREAS, the Township desires to enter into a contract for up to a five (5) year contract that will satisfy the needs of the Township; and

WHEREAS, as per statute the process will be administered by the Qualified Purchasing Agent (N.J.S.A 40A:11-4.5 (d)); and

WHEREAS, as per statute the concession has been approved in writing as a legal matter by the Township Attorney (N.J.A.C. 5:34-9.4 (d)); and

WHEREAS, the Township is not expected to incur costs in providing for the program.

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

1. The Qualified Purchasing Agent is hereby authorized to commence the competitive contract/ procurement as allowable under the New Jersey Local Public Contracts Law for on-line and in-person credit card payments and process services, allowing for a minimum of 20 days’ notice after advertisement to receive responses, per Local Public Contracts Law.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on July 10, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

June 14, 2023

Ms. Tina Kraus, Business Administrator
Township of Vernon
21 Church Street
Vernon, N.J.

Re: Competitive Contract #6-2023 - Online and in person, credit card processing vendor

Dear Administrator Kraus,

In examining the contract options for the on-line and in-person credit card payments and process services for the Township, it is my proposal for the Township to engage in the Competitive Contract procurement method as a concession.

The advantage of such an approach will allow for a far more stable contract environment combined with the ability for end user input, weighting the award upon other factors in addition to cost as allowable under law. In the instance of an online and in person process services, the Township can procure a vendor for up to five (5) years as allowable by law at N.J.S.A. 40A:11-4.1 et. Seq.

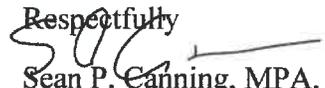
Additionally, the ability to truly evaluate the responses, in terms of price and other factors, by a committee, is a desirable method to obtain the best possible product. I have forwarded a resolution of authorization which is required for this approach under the New Jersey Local Publics Contract Law at N.J.S.A. 40A:11-4.1. Under law this is the only procurement where a resolution of authorization is required ahead of the procurement commencing.

In addition, the New Jersey Administrative Code (5:34-9.4(d)) requires the following:

1. "Prior to commencing procurement of any concession, the governing body of the contracting unit shall:
2. Obtain from legal counsel an opinion of the legality of procuring the concession; and
3. Pass a resolution authorizing the procurement of a concession.
4. I have included a sample resolution for the concession. As the resolution is specifically mentioned within statute, I would request the Township receive from the municipal attorney's office the following:
 - a. A legal opinion of the concession being a legal procurement as is required by statute.

- b. A thorough review of the attached resolution as there are specifics stated within statute that must be satisfied within the resolution.
- c. If the council, yourself, and legal opinion are all in accord, the process can commence after passage and packet preparation (technical specifications sent separately) of said resolution and receipt of legal opinion. Thank you.

Respectfully



Sean P. Canning, MPA, QPA
Qualified Purchasing agent

TOWNSHIP OF VERNON

RESOLUTION #23-195

RESOLUTION AUTHORIZING FIREWORKS TO BE DISPLAYED ON AUGUST 6, 2023 WITH RAIN DATE OF AUGUST 12, 2023 WITHIN THE TOWNSHIP OF VERNON

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

WHEREAS, Highland Lakes Country Club and Community Association has submitted an application to Vernon Township to conduct fireworks display on Sunday August 6, 2023 with a rain date of Saturday August 12, 2023; and

WHEREAS, the proposed fireworks display will take place on Lakeside Drive East on the Dam of Highland Lakes on property owned by Highland Lakes Country Club & Community Association; and

WHEREAS, the Association has engaged in a contract with Garden State Fireworks, Inc. Millington NJ, to perform the public fireworks and special effects display and has provided the required certificate of liability insurance.

NOW THEREFORE BE IT RESOLVED, that the Council of the Township of Vernon, in the County of Sussex, hereby authorizes the fireworks display with special effects, performed by Garden State Fireworks, Inc. and sponsored by the Highland Lakes Country Club and Community Association on August 6, 2023 with a rain date of August 12, 2023 upon satisfaction of all statutory and departmental requirements.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on July 10, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

APPLICATION FOR PERMIT

The Uniform Fire Code States:

"It shall be unlawful to engage in any business activity involving the handling, storage or use of hazardous substances, materials or devices; or to maintain, store or handle materials; to conduct processes which produce conditions hazardous to life or property; to install equipment used in connection with such activities; or to establish a place of assembly without first obtaining a permit from the fire official." (N.J.A.C. 5:18-2.7(A))

NOTE: Each individual act requires a separate permit. There are five types of permits. You should consult your local Fire Official for the number and types of permits required and for information on fees.

Date of Application June 22, 2023	Location where activity will occur and proposed date Highland Lakes Country Club Grounds, NJ 8/6/23; Rain date 8/12/23
--------------------------------------	---

APPLICANT

Name Garden State Fireworks, Inc.	Address 383 Carlton Road, Millington, NJ, 07946
State if Corporation Partnership, or as individual	Telephone No. 908-647-1086

The above named applicant hereby requests permission to conduct the following activity at the indicated location Fireworks display at Highland Lakes Country Club

And for the keeping, storage, occupancy, sale, handling, or manufacture of the following:
Fireworks 1.3GUNO335

(State Quantities for each category to be stored, or used and the method stored or used.) See material list attached. The fireworks are delivered to the launch site and will be stored in the locked delivery truck until loaded to their mortars.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER, OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE CODE AS WELL AS ANY SPECIFIC CONDITIONS IMPOSED BY THE FIRE OFFICIAL.

August N. Santore
Signed

Lee President
Title

DIVISION OF FIRE SAFETY STATE OF N.J.

FIREWORKS COMPANY REQUIREMENTS - 2023

Highland Lakes Country Club – August 6, 2023

1. TOTAL NUMBER OF SHELLS ARE LISTED ON THE FIRE PERMIT APPLICATION
2. TOTAL, IF ANY, ARE LISTED ON THE FIRE PERMIT APPLICATION
3. NOT APPLICABLE
4. DISPLAY TO BE HAND FIRED AND OR ELECTRICAL FIRE CERTIFIED
OPERATOR IS: **SCOTT SUGARMAN AND CREW**
5. DELIVERY TO SITE WILL BE APPROXIMATELY 2:00 P.M. TO 3:00 P.M. UNTIL
COMPLETION AT APPROXIMATELY 5:00 TO 7:00 P.M.
6. INSURANCE CERTIFICATE ISSUED AND ON FILE WITH THE PROPER
OFFICIAL
7. AGREED AND UNDERSTOOD
8. AGREED AND UNDERSTOOD
9. **SCOTT SUGARMAN & CREW**
10. AGREED AND UNDERSTOOD
11. WE ATTEST TO THE UNDERSTANDING OF ALL RULES AND REGULATIONS
AND THE DISPLAY WILL BE IN ACCORDANCE WITH NFPA 1123,1124 AND NJAC
5:70-F-3100. THE DISPLAY WILL BE IN COMPLIANCE WITH THE SAME.

August N. Santore V-Pres 

Date : June 22, 2023

Display Company Representative

FIREWORKS DISPLAY
HOLD HARMLESS AGREEMENT

Between the Highland Lakes Country Club and Garden State

Fireworks Inc. (Contractor). WITNESSETH:

1. GARDEN STATE FIREWORKS INC. (Contractor) agrees to release, indemnify, and hold harmless the Highland Lakes Country Club from any losses for bodily injury and/or property damage, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers, or their representatives, arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with the limits of liability described below:

Workers Comp/Employers Liability:	<u>\$1,000,000.00</u>
General Liability:	<u>\$5,000,000.00</u>
Automobile Liability:	<u>\$5,000,000.00</u>
Umbrella Liability:	<u>N/A</u>

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other*:

Event:	<u>Fireworks Display</u>
Date:	<u>August 6, 2023</u>
Rain Date:	<u>August 12, 2023</u>

* Should the rain date not be used, this agreement shall apply to any day designated by the Highland Lakes Country Club as the date of display:

WITNESS: Madison Santore

SIGNED: August Santore
(Contractor)

DATED: May 10, 2023

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
PHONE: (205) 854-5806
FAX: (205) 854-5899

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO. 315134

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000016477-12

NAMED INSURED Garden State Fireworks, Inc.
New Vernon Fireworks
P.O. Box 403
Millington, NJ 07946

POLICY TERM March 1, 2023 to March 1, 2024; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: Occurrence Basis Claims Made Basis

LIMIT OF LIABILITY \$5,000,000 each occurrence, \$10,000,000 general aggregate, \$6,000,000 products/completed operations aggregate
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured excludes liability for bodily injury or property damage arising from the Additional Insureds own negligent acts or omissions or from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME(S) OF
ADDITIONAL INSURED(S)**

HIGHLAND LAKES COUNTRY CLUB
PO BOX 578
HIGHLAND LAKES, NJ 07422

TOWNSHIP OF VERNON, NJ HIGHLAND LAKES COUNTRY CLUB, TOWNSHIP OF HIGHLAND LAKES, NJ

DISPLAY LOCATION

DISPLAY DATE(S)

COUNTRY CLUB GROUNDS

AUGUST 6, 2023 RAIN DATE AUGUST 12, 2023

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

June 22, 2023
DATE OF ISSUE


A.J. STRINGER, PRESIDENT

Arrayal

Highland Lakes Country Club

August 06, 2023

Opening:

<u>10</u>	3"	<i>Announcements Flashlight Salutes with tails</i>
<u>70</u>	1"-2"	<i>Assorted Multi-Break Special Effect Shells</i>
<u>20</u>	3"	<i>Assorted Fancy Star Shells</i>
<u>5</u>	3"	<i>Titanium Thunder</i>
<u>5</u>	3"	<i>Bumper Harvest Shell</i>
<u>2</u>	4"	<i>Assorted Color Bee</i>
<u>4</u>	4"	<i>Spangle Chrysanthemum</i>
<u>2</u>	4"	<i>Color Changing Peony with Color Changing Pistol</i>

Body:

<u>150</u>	3"	<i>Assorted chrysanthemum Peony pattern & Reports</i>
<u>12</u>	4"	<i>Santore Bros. Special Multi-Break & Custom designer Chrysanthemum</i>
<u>18</u>	4"	<i>Assorted Color Chrysanthemum & Reports</i>
<u>12</u>	4"	<i>Large Spreading & Special Breaking Multi-Effect Shells</i>
<u>12</u>	4"	<i>Fancy Assorted Pastel Colors</i>

Special Effects:

<u>1</u>	100 Shot	<i>C riss Cross Magnesium Crossetti</i>
<u>1</u>	100 shot	<i>Silver Palm with Silver Tail</i>
<u>350</u>	1"-2"	<i>Assorted Color Comets</i>
<u>72</u>	1"-2"	<i>Flash & Thunder Mines (840 Shots) Special Effects</i>

Pre- Finale:

<u>750</u>		<i>Flying Fish, Whistles, Comets & Report Special Effects</i>
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Grand Finale

<u>60</u>	3"	<i>Mag. Color Star Mine Shells (Multi-Effect Comets, Mines & Chrysanthemum 2700 shots)</i>
<u>40</u>	2.5"	<i>Assorted Color Star Shells</i>
<u>30</u>	3"	<i>Assorted Fancy Colors and Reports</i>
<u>30</u>	3'	<i>Color and lightning Flashes 1,500 crackling effects</i>
<u>30</u>	3"	<i>Assorted Color Strobing Stars 1,500 bright flashes</i>
<u>60</u>	3"	<i>Titanium Thunder</i>
<u>4</u>	4"	<i>Assorted Chrysanthemum and Peony</i>
<u>4</u>	4"	<i>Glittering Silver Color Changing Red, White and Blue</i>
<u>4</u>	4"	<i>Color Changing Chrysanthemum</i>
<u>4</u>	4"	<i>Silver Rain Chrysanthemum</i>

Total Shells & Shots and effects	7,660
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State of New Jersey
Department of Community Affairs
Division of Fire Safety
101 S. Broad St.
P. O. Box 809
Trenton, NJ 08625-0809
(609) 633-6132
Fax (609) 633-6330



DISPLAY COMPANY REQUIREMENTS

- 1. Provide total number of shells and sizes (U.S. diameter) being used.
- 2. Provide types and amounts of ground (set pieces) or low-level devices (cakes, candles) to be used.
- 3. For displays fired from barges or roof tops, provide documentation, including all calculations that the discharge area meets or exceeds the requirements of NFPA 1123 (2014 Edition) Section 6.3 Platform Sizing Requirements
- 4. Indicate method in which the display will be fired. If it is an electrically-fired display, provide name of N. J. Department of Labor licensed operator. Operator must have valid license in their possession at display site.
- 5. Provide timetable of: delivery of fireworks to site; set-up; live load; and display time.
- 6. Provide Certificate of Insurance (general and auto liability) in the amount of not less than \$500,000.00. The certificate must be valid for duration of event, including rain dates.
- 7. The use of salutes / reports up to 5" in diameter are permitted, provided the requirements of NFPA 1123 (2014 edition) Section 4.1.7 are obeyed.
- 8. No display shall be fired if winds exceed 25 MPH.
- 9. Provide the name of the lead operator who will be representing the display company.
- 10. Submit a post-display report via RIMS Online within 48 hours of display. Report must include the following: display information; time that the search of fallout zone was conducted and the results; any product malfunctions; and any injuries.
- 11. Provide a letter attesting to the understanding of all of the above requirements as well as requirements set forth in Chapter 56 of the 2015 International Fire Code – New Jersey Editions and NFPA 1123 (2014 edition), 1124 (2006 edition), and 1126 (2011 edition) and that the display will be in compliance with the same.



Display Company Representative Date

ALL REQUIRED INFORMATION MUST BE SUBMITTED THROUGH RIMS ONLINE WITH THE PERMIT APPLICATION. FAILURE TO PROVIDE THE REQUIRED INFORMATION WILL RESULT IN DELAYS WHICH COULD AFFECT THE PROCESSING OF THE PERMIT. SPECIFIC CODE SECTIONS FROM THE 2015 INTERNATIONAL FIRE CODE NEW JERSEY EDITION MAY BE VIEWED BY GOING TO THE FOLLOWING WEBSITE:

<https://codes.iccsafe.org/public/document/details/toc/1172>

MUNICIPAL/SPONSOR REQUIREMENTS ARE ON PAGE 1 OF THIS FORM.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Air Traffic Organization
Eastern Service Center

1701 Columbia Avenue
College Park, GA 30337

Dear Fireworks Proponent:

Thank you for informing us of your proposed fireworks display.

Although there are currently no federal regulations specific to fireworks displays, the Federal Aviation Administration (FAA) has been tasked with regulating the safe and efficient use of the navigable airspace (49 U.S.C. § 40103). In recognition of this role in promoting aviation safety, many jurisdictions require notice to the FAA as a condition of approval of a fireworks permit.

We acknowledge your notification and have no objection to the fireworks display, provided it is conducted in a manner that does not create a hazard to other persons or their property. To enhance the safety of your event, we recommend the following actions:

- Fireworks staff should remain vigilant to ensure that no aircraft are in the area prior to beginning the fireworks display.
- If your event is within 5 miles of a public use airport, or if the display will exceed 500 feet Above Ground Level (AGL), contact Leidos Flight Service at 1-877-4-US-NTMS (1-877-487-6867) at least 24 hours (but not more than 7 days) in advance to request a Notice to Air Missions (NOTAM). You will need to provide the following information:
 - Name and address of the person filing the NOTAM
 - Date, time(s), and event location (City, State, and location in reference to the airport)
 - Maximum altitude of the display

This letter should not be construed as superseding or invalidating any existing rules or regulations promulgated by any other federal, state, county, or municipal government which may be required for this display.

If you have any questions regarding this information, please contact our office at (404) 305-5570 or 9-ATO-ESA-OSG-Fireworks@faa.gov

Sincerely,

Matthew Cathcart

Matthew N. Cathcart
Manager, Operations Support Group

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number 8-NJ-027-20-4D-00096
Chief, Federal Explosives Licensing Center (FELC) <i>Mama Howard</i>	Expiration Date April 1, 2024

Name
GARDEN STATE FIREWORKS, INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**383 CARLTON RD
MILLINGTON, NJ 07946-0000**

Type of License or Permit

20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

GARDEN STATE FIREWORKS, INC
PO BOX 403
MILLINGTON, NJ 07946-0000

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete GARDEN STATE FIREWORKS, INC 383 CARLTON RD 07946-0000 April 1, 2024 20-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part 1
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: GARDEN STATE FIREWORKS, INC

Business Name:

License/Permit Number: 8-NJ-027-20-4D-00096

License/Permit Type: 20-MANUFACTURER OF EXPLOSIVES

Expiration: April 1, 2024

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number 8-NJ-027-23-4D-00166
Chief, Federal Explosives Licensing Center (FELC) <i>Mama Howard</i>	Expiration Date April 1, 2024

Name
GARDEN STATE FIREWORKS, INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**383 CARLTON RD
MILLINGTON, NJ 07946-0000**

Type of License or Permit

23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

GARDEN STATE FIREWORKS, INC
PO BOX 403
MILLINGTON, NJ 07946-0000

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete GARDEN STATE FIREWORKS, INC-383 CARLTON RD-07946-0000-23-4D-00166-April 1, 2022-23-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

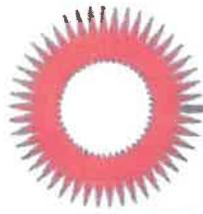
Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	GARDEN STATE FIREWORKS, INC
Business Name:	
License/Permit Number:	8-NJ-027-23-4D-00166
License/Permit Type:	23-IMPORTER OF EXPLOSIVES
Expiration:	April 1, 2024
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



THE FI NST
SI NCB890

GARDEN STATE FIREWORKS

THE SANTORE BROS.
WORLD CHAMPIONS

January 2, 2023

Municipal Excess Join Underwriting Fund
9 Campus Drive
Parsippany, NJ 07034

Dear Mr. Hrubash:

With reference to your bulletin MEL 17-08, Garden State Fireworks Inc., agrees that we will make a through search of the firing area and fall out area, after all fireworks Displays, and we will dispo of any all unfired materials.

Under NFPA 1123, 2010 edition, section 4-2 12 states: that following the dispay, the firing crew shall conduct an inspections of the fallout area for the purpose of finding any unexploded aerial shells or live components. This information shall be conducted before any public access to the site shall be permitted.

Also, enclosed are our automobile and compensation certificates for your review and approval.

Please call our office at 800-999-0912 Fax 908-647-6258 if you have any questions.

Yours sincerely,

August N. Santore
CEO

GARDEN STATE FIREWORKS INC.

Visit our Website at: gardensatefireworks.com



Main Office/Plant: P.O. Box 409, Millington, NJ 07946 1-908-647-1086 1-800-999-0912 Fax: 1-908-647-6258

Regional Offices: PO Box 137821, Clermont, FL 34713 1-352-536-1558
7055 Speedway Blvd., Suite E-103, Las Vegas, NV 89115 1-702-453-0808
41152 Mayberry Avenue, Hemet, CA 92544 1-909-223-0454

Visit our website at: www.gardenstatefireworks.com

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
PHONE: (205) 854-5806
FAX: (205) 854-5899

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO. 315134

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000016477-12

NAMED INSURED Garden State Fireworks, Inc.
New Vernon Fireworks
P.O. Box 403
Millington, NJ 07946

POLICY TERM March 1, 2023 to March 1, 2024; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: Occurrence Basis Claims Made Basis

LIMIT OF LIABILITY \$5,000,000 each occurrence, \$10,000,000 general aggregate, \$6,000,000 products/completed operations aggregate
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured excludes liability for bodily injury or property damage arising from the Additional Insureds own negligent acts or omissions or from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME(S) OF
ADDITIONAL INSURED(S)**

HIGHLAND LAKES COUNTRY CLUB
PO BOX 578
HIGHLAND LAKES, NJ 07422

TOWNSHIP OF VERNON, NJ HIGHLAND LAKES COUNTRY CLUB, TOWNSHIP OF HIGHLAND LAKES, NJ

DISPLAY LOCATION

COUNTRY CLUB GROUNDS

DISPLAY DATE(S)

AUGUST 6, 2023 RAIN DATE AUGUST 12, 2023

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

June 22, 2023
DATE OF ISSUE


A.J. STRINGER, PRESIDENT

THIS AGREEMENT is made on this 10 day of May, 2023 between GARDEN STATE FIREWORKS, INC., hereinafter known and designated as The Party of the First Part; Highland Lakes Country Club, hereinafter known as the designated Party of the Second Part.

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree as follow:

- 1 The Party of the First Part agrees to furnish to the Party of the Second Part on Country Club Grounds on August 06, 2023 in a location to be designated by the Party of the Second Part and approved by the Party of the First Part, an exhibition of fireworks.
- 2 The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.
- 3 The Party of the First Part and The Party of the Second Part agree to a postponement of the said display in the event of inclement weather August 12, 2023 additional cost of FIFTEEN PERCENT of the total contract amount. Postponements will be allow prior 3:00PM the day of the event; and may be scheduled only within the period terminating January 1, 2024 after the original scheduled date of the display, thereafter the display will be considered to be cancelled. In the vents of cancellation the Party of the Second Part agrees to additional payment of FIFTY PERCENT to bring the total of payments to ONE HUNDRED PERCENT of the total contract amount.
4. The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage. The Party of the First Part agrees to hold harmless the Party of the Second Part. The Party of the Second Part agrees to hold harmless the Party of the First Part of all and any claims, legal fees incurred outside the operations or the control of the Party of the First Part.
5. The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.
6. The Party of the Second Part agrees to produce any and all permits which may be required by municipal authorities for the discharging of the said fireworks display at their own expense.
7. The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC. as the primary contractor for the said display.
8. Upon signing of this document, a deposit of FIFTY PERCENT of the total contract price shall be paid to the Party of the First Party
9. Upon delivery of the said display, the full balance for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope before of immediately following the discharging of the display.
10. Total amount \$7,500.00 United State dollars (excluding permit fees)

WITNESS:

Raffaro,

WITNESS

Kenneth Hall

GARDEN STATE FIREWORKS, INC.

BY August N Santore
August N Santore - Vice President

David Martin
Highland Lakes Country Club

TOWNSHIP OF VERNON

RESOLUTION #23-196

**RESOLUTION AUTHORIZING APPLICATION
TO LEAD GRANT ASSISTANCE PROGRAM**

WHEREAS, effective July 22, 2022, the Legislature enacted P.L. 2021, c. 182, “An Act concerning certain lead-based paint hazard, and residential rental property, and establishing lead-based paint hazard programs, supplementing P.L. 2003, c. 311 (C. 52:27D-437.1 et al.) amending various parts of the statutory law, and making an appropriation;” and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(1), a municipality that maintains a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures, is required to inspect for lead-based paint hazards in certain specified single-family, two-family, and multiple rental dwellings, at the time periods set forth in the statute; and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(2) a municipality that does not maintain such a permanent local agency must hire a lead evaluation contractor, certified to provide lead paint inspection services by DCA, or enter a shared services agreement as permitted by law, for the purpose of conducting the inspections for lead-based paint hazards; and

WHEREAS, Pursuant to Section 9 of P.L. 2021, c. 182, the State of New Jersey has allocated the sum of \$3,900,000 to effectuate the purposes of P.L. 2021, c. 182 (C. 52:27D-437.16). Further, pursuant to the FY 2023 Appropriations Act (P.L. 2022, Chapter 49), DCA received a grant-in-aid amount of \$3,900,000 for P.L. 2021, c. 182, for a total of \$7,800,000 in appropriations to effectuate the purpose of the Act.

WHEREAS, DCA has allocated \$7,000,000 of this appropriation to the development of the Lead Grant Assistance Program (“LGAP”) for the issuance of grant funds to municipalities for the purpose of assisting in municipal compliance with P.L. 2021, c. 182.

WHEREAS, the Division of Local Government Services (DLGS), within DCA, administers the LGAP; and

WHEREAS, the LGAP exists to provide funding to help off-set the costs to municipalities to provide the required inspections at stipulated times of certain single-family, two-family, and multiple rental dwelling units for lead-based paint hazards, pursuant to P.L. 2021, c. 182; and

WHEREAS, an authorized municipal officer must execute the attached grant agreement in order to receive LGAP funding.

NOW, THEREFORE, BE IT RESOLVED, the Governing Body of the Township of Vernon does hereby authorize the Township Administrator to sign the attached grant agreement, and thus bind the Township of Vernon to the grant agreement’s terms in order to receive the \$10,400.00 grant from the DLGS.

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 July 10, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 800
TRENTON, NJ 08625-0800
(609) 292-6420

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

GRANT AGREEMENT

P.L. 2021, CHAPTER 182 LEAD GRANT ASSISTANCE PROGRAM

STATE OF NEW JERSEY

DEPARTMENT OF COMMUNITY AFFAIRS

This grant agreement is entered into between the New Jersey Department of Community Affairs (hereafter referred to as "DCA") and Township of Vernon (hereafter referred to as "Grantee"). DCA and the Township of Vernon may be referred to individually as "Party" and jointly as "Parties."

Grant Number 1922

GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification
- V. Assignability
- VI. Availability of Funds

PRE-AWARD REQUIREMENTS

- VII. Special Grant Conditions for "High Risk" Grantees

POST-AWARD REQUIREMENTS

- VIII. Financial Management System
- IX. Method of Payment
- X. Allowable Costs
- XI. Period of Availability of Funds
- XII. Matching and Cost Sharing



- XIII. Program Income
- XIV. Audit Requirements
- XV. Budget Revision and Modification
- XVI. Property Management Standards
- XVII. Procurement Standards
- XVIII. Monitoring of Program Performance
- XIX. Financial and Performance Reporting
- XX. Access to Records
- XXI. Record Retention
- XXII. Enforcement
- XXIII. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXIV. Grant Closeout Procedures

WHEREAS, effective July 22, 2022, the Legislature enacted P.L. 2021, c. 182, “An Act concerning certain lead-based paint hazard, and residential rental property, and establishing lead-based paint hazard programs, supplementing P.L. 2003, c. 311 (C. 52:27D-437.1 et al.) amending various parts of the statutory law, and making an appropriation;” and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(1), a municipality that maintains a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures, is required to inspect for lead-based paint hazards certain specified single-family, two-family, and multiple rental dwellings, at the time periods set forth in the statute; and

WHEREAS, pursuant to N.J.S.A. 52:27D-437.16(b)(2) a municipality that does not maintain such a permanent local agency must hire a lead evaluation contractor, certified to provide lead paint inspection services by DCA, or enter a shared services agreement as permitted by law, for the purpose of conducting the inspections for lead-based paint hazards; and

WHEREAS, the inspection may consist of a visual inspection, or in the alternative through dust wipe sampling, depending upon the blood lead level of children six years of age or younger within the municipality; and

WHEREAS, the State of New Jersey, pursuant to Section 9 of P.L. 2021, c. 182, has, “appropriated from the General Fund to [DCA] the sum of \$3,900,000 to effectuate the purposes of P.L. 2021, c. 182 (C. 52:27D-437.16).” Further, pursuant to the FY 2023 Appropriations Act (P.L. 2022, Chapter 49), DCA received a grant-in-aid amount of \$3,900,000 for P.L. 2021, c. 182, for a total of \$7,800,000 in funding to effectuate the purpose of the Act; and

3. Grant Officer Name, Email Address and Phone Number

Tiziana, Johnston, tiziana.johnston@dca.nj.gov, (609) 913- 4407

Grant Amount

Total amount of grant: \$10,400.00

State Account Number: 23-100-022-8020-304

I. Compliance with Existing Laws

- A. The Grantee, in order to permit DCA to award this grant, agrees to comply with all Federal, State and municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of this grant.
- B. These laws and regulations include, but are not limited to the following:
 - 1. Federal Office of Management and Budget (OMB) documents:
<http://www.whitehouse.gov/omb/circulars/>
 - 2. New Jersey Department of the Treasury, Office of Management and Budget documents:
 - i. Circular Letter 15-18-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid:
<http://www.state.nj.us/infobank/circular/cir0404b.htm>
 - ii. State Grant Compliance Supplement:
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>
 - 3. State Affirmative Action Legal Citations: The Grantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5, et. al., and P.L. 1975, c.127 and all implementing regulations.
- C. Failure to comply with the laws, rules and regulations shall be grounds for termination of this grant.

II. Bonding and Insurance

The Grantee must maintain in force for the term of this grant agreement all levels of minimum liability coverage required by law. The Grantee must provide proof of such coverage to DCA upon request.

III. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

IV. Assignability

The Grantee shall not subcontract the administration of this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant agreement or with the express written approval of DCA. This does not prohibit a Grantee from using grant funds to pay for a lead evaluation contractor or enter into a shared services agreement, if permitted to do so under P.L. 2021, c. 182.

V. Availability of Funds

The Grantee shall recognize and agree that the funding under this grant agreement is expressly dependent upon the availability to DCA of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of DCA to make any payment under this grant agreement or to observe and perform any condition on its part to be performed under this grant agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of this grant agreement by DCA or an event of default under this grant agreement and DCA shall not be held liable for any breach of this grant agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from DCA beyond the duration of the award period set forth in this grant agreement and in no event shall the this grant agreement be construed as a commitment by DCA to expend funds beyond the termination date set in this grant agreement.

VI. Special Grant Conditions For "High Risk" Grantees

- A. If applicable, a Grantee may be considered "high risk" if DCA determines that a Grantee:
1. Has a history of unsatisfactory performance.
 2. Is not financially stable.
 3. Has a financial management system which does not meet the standards set forth in Section VIII.
 4. Has not conformed to terms and conditions of previous awards.

5. Is otherwise not responsible; and the DCA determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- B. Special conditions or restrictions may include:
1. Payment on a reimbursement basis.
 2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 3. Requiring additional, more detailed financial reports.
 4. Additional project monitoring.
 5. Requiring the Grantee to obtain technical or management assistance.
 6. Establishing additional prior approvals.
- C. If DCA decides to impose such conditions, DCA will notify the Grantee as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing the special conditions.
 3. The corrective actions that must be taken before the special conditions will be removed by DCA and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

VII. Financial Management System

- A. The Grantee shall be responsible for maintaining an adequate financial management system, as required under N.J.A.C. 5:30, and will immediately notify DCA when the Grantee cannot comply with the requirements established in this Section of the grant agreement.
- B. If applicable, the Grantee's financial management system shall provide for:
1. **Financial Reporting:** Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 2. **Accounting Records:** Records that adequately identify the source and application of funds for DCA supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 3. **Internal Control:** Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 4. **Budget Control:** Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by DCA.

5. **Allowable Cost:** Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of Federal and State requirements.
 6. **Source Documentation:** Accounting records that are supported by source documentation.
 7. **Cash Management:** Procedures to minimize the time elapsing between the advance of funds from DCA and the disbursement by the Grantee, whenever funds are advanced by the DCA.
- C. DCA may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If DCA determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by DCA upon written notice to the Grantee, until such time as the system meets with DCA approval.

VIII. Method of Payment

A one-time payment of \$ 10,400.00, will be made to the Grantee upon execution of this grant agreement.

IX. Allowable Costs

A. Limitation on Use of Funds

Grant funds must be used only for the implementation of P.L. 2021, c. 182. **Such costs may include the following:**

1. Hiring and training of municipal personnel who will perform inspections for lead-based paint hazards in rental units subject to Chapter 182 (including Lead Inspector/Risk Assessor training costs).
 - a. If permitted under P.L. 2021, c. 182, payment of an appropriate lead evaluation contractor or payment to another municipality in an appropriate shared service agreement.
2. Personnel costs attributable to lead-based paint hazard inspections by existing employees.
3. Materials and supplies required for carrying out such inspections, such as for dust wipe sampling.
4. Communications materials and mailings to known and potential property owners subject to inspection, including those intended to identify owners of single and two-family rental units.

Non-permissible uses of the funding include but are not limited to:

1. Human Resource services for the hiring of lead inspectors.
2. Municipal building operating costs.
3. Municipal finance department staff costs for required reporting activities.
4. Any related professional services such as the hiring of a marketing contractor, consultant or legal services associated with compliance under the Act.

B. Applicable Cost Principles

If applicable, for each type of organization, there is a set of Federal principals for determining allowable costs. Allowable costs will be determined in accordance with applicable Federal cost principles specific to the organization incurring the costs (e.g. Federal OMB Circulars A-87, A-122, A-21, etc.) and State requirements.

X. Period of Availability of Funds

The grantee must expend the funds and provide reporting pursuant to Section XVIII of this grant agreement no later than January 15, 2024.

XI. Matching and Cost Sharing

If applicable, the Grantee shall be required to account to the satisfaction of the DCA for matching and cost sharing requirements of the grant in accordance with Federal and State requirements.

XII. Program

- A. If applicable, program income shall be defined as gross income earned by the Grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.
 - 1. All program income earned during grant period shall be retained by the Grantee.

XIII. Audit Requirements

This grant, if it meets or exceeds the threshold of \$750,000.00 in Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is covered by the audit requirements of the Department of the Treasury Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XIV. Revision and Modification

- A. Deviations from the allowable costs provided in Section IX shall not be permitted at anytime, nor shall this grant agreement be modified or amended without the express authorization of DCA.

XV. Property Management Standards

Property acquired in whole or in part with Federal or DCA funds or whose cost was charged to a project supported by Federal or DCA funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements.

XVI. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with Federal and State requirements. Adherence to the standards contained in the applicable Federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to DCA, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

XVII. Monitoring of Program Performance

- A. If applicable, the Grantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
- B. The Grantee shall inform DCA of the following types of conditions which affect program objectives and performance as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any DCA assistance required to resolve the situation.
- C. DCA may, at its discretion, make site visits to:
 - 1. Review program accomplishments and management control systems.
 - 2. Provide such technical assistance as may be required.
 - 3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

XVIII. Financial and Performance Reporting

- A. The grant budget as used in this Section means the financial plan to carry out the purpose of the grant which is to assist municipalities by helping offset the costs of compliance with the obligations imposed on them by P.L. 2021, c. 182.
- B. The Grantee is required to submit a final expenditure report at the conclusion of the grant period. The expenditure report file is to include expense supporting documentation that includes: copies of employee cumulative payment registers, copies of PO's, vendor invoices and cancelled checks front & back for period of 1/1/2023 through 12/31/2023 by 1/15/2024.
- C. The grantee is required to submit a final progress report detailing the number of household inspections and results undertaken under this grant for the period of 1/1/2023 through 12/31/2023 by 1/15/2024.
- D. Extensions to reporting due dates may be granted upon written request to the Department of Community Affairs (DCA), Division of Local Government Services (DLGS).

- E. If reports are not submitted as required, the Department may, at its discretion, rescind the grant resulting in the grantee's requirement to reimburse the Department for grant funds awarded. The State of New Jersey may, at its discretion, take such action to withhold payments to the Grantees on any grant with other State agencies until the required reports have been submitted.

XIX. Access to Records

- A. The Grantee in accepting this grant agrees to make available to DCA pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Grantee's operations.
- B. All visitations, inspections and audits, including visits and requests for documentation in discharge of DCA's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, DCA retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. DCA reserves the right to have access to records of any Subgrantees and requires the Grantee to provide for DCA access to such records in any grant with the Subgrantee.
- D. DCA reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven years, unless unless directed to extend the retention by DCA.
 - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven year period, whichever is later unless otherwise directed by DCA.
 - 2. Records for nonexpendable property acquired with DCA funds shall be retained for seven years after its final disposition, unless otherwise provided or directed by DCA.
- B. For Federal and State purposes (unless otherwise provided):
 - 1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 - 2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of DCA.
- C. DCA may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make

arrangements with the Grantee to retain any records that are continuously needed for joint use.

XXI. Enforcement

A. Remedies for Noncompliance

If the Grantee materially fails to comply with the terms of this grant agreement, , DCA may take one or more of the following actions, as appropriate in the circumstances:

1. Disallow all or part of the cost of the activity or action not in compliance.
2. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
3. Take other remedies that may be legally available.

B. Hearings, Appeals

In taking an enforcement action against the Grantee, DCA may provide the Grantee an opportunity for such hearing, appeal or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

XXII. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination: The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.
2. Suspension: The suspension of a grant is an action by the Department which temporarily suspends assistance under the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.
3. Disallowed Costs: Disallowed costs are those charges to the grant which DCA or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive, or otherwise unallowable.

B. DCA may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of this grant agreement. DCA shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by DCA under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

C. The Grant Closeout procedures in Section XXIV of the grant shall apply in all cases of termination of the grant.

XXIII. Grant Closeout Procedures

A. The following definitions shall apply for the purpose of this Section:

1. Grant Closeout: The closeout of a grant is the process by which the DCA determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

2. Date of Completion: The date when all grant funding has been expended, and the Grantee has provided the required reporting pursuant to Section XVIII of this grant agreement, to the satisfaction and approval of DCA.
- B. The Grantee shall submit reports as prescribed by the timeframes set forth in Sections X and XVIII of this grant agreement upon completion of the grant period or termination of the grant.
 - C. The Grantee will, together with the submission of the report, refund to DCA any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by DCA to be retained.
 - D. If applicable, in the event a final audit has not been performed prior to the closeout of the grant, DCA retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

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DCA AND GRANTEE APPROVAL SIGNATURES

EXECUTION SIGNATURES

By the signatures below, the Grantee and DCA (the "parties") execute this agreement and confirm that they are mutually bound by all provisions contained herein and are fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

For the Grantee:

By: _____ (signature) (authorized delegate)

Tina Kraus _____ (print name)

Business Administrator _____ (print title)

Date: _____

For DCA:

By: _____ (signature)

(Commissioner or authorized delegate)

Jacquelyn A. Suárez _____ (print name)

Director _____ (print title)

Date: _____

TOWNSHIP OF VERNON

RESOLUTION #23-197

**CHAPTER 159 RESOLUTION REQUESTING APPROVAL OF
REVENUE AND APPROPRIATION AMENDING THE 2023 BUDGET
AS A REVENUE AND APPROPRIATION OF \$10,400.00**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount; and

WHEREAS, the Township has been awarded a \$10,400.00 New Jersey Department of Community Affairs Lead Grant Assistance Program Grant; and wishes to amend its 2023 budget for the difference of the awarded amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Vernon hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$10,400.00 which is now available as a revenue,

BE IT FURTHER RESOLVED that a like sum of \$10,400.00 is hereby appropriated under the caption New Jersey Department of Community Affairs Lead Grant Assistance Program Grant.

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 July 10, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #23-198

REFUND OVERPAYMENT

(Block 202 Lot 44 Wells Fargo Real Estate Tax Services)

BE IT RESOLVED, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to Wells Fargo Real Estate Tax Services in the amount of \$3400.83. Representing refunds for overpayment of the following property taxes for paying on the wrong block and lot:

OWNER	BLOCK	LOT	REFUND AMOUNT
Szollosi	202	44	\$3400.83
		TOTAL:	\$3400.83

Szollosi- refund for overpayment of 3rd qtr. 2019 in the amount of \$1864.30 and 4th quarter 2019 in the amount of \$1536.53 property taxes for Block 202 Lot 44.

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 July 10, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-199

REFUND OVERPAYMENT

(Block 202 Lot 44 Wells Fargo Real Estate Tax Services)

BE IT RESOLVED, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to Wells Fargo Real Estate Tax Services in the amount of \$5988.67 Representing refunds for overpayment of the following property taxes for paying on the wrong block and lot:

OWNER	BLOCK	LOT	REFUND AMOUNT
Szollosi	202	44	\$5988.67
		TOTAL:	\$5988.67

Szollosi- refund for overpayment of 1st qtr. 2020 in the amount of \$1768.30, 2nd qtr. 2020 in the amount of \$1768.29 and 3rd quarter 2020 in the amount of \$2452.08 property taxes for Block 202 Lot 44.

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 July 10, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

ORDINANCE 23-17

**ESTABLISHING A LENGTH OF SERVICE AWARD
PROGRAM (LOSAP) FOR THE VOLUNTEERS OF THE TOWNSHIP
OF VERNON TOWNSHIP FIRE DEPARTMENTS AND EMERGENCY MEDICAL
SERVICES**

WHEREAS, the Township of Vernon deems it appropriate and necessary to act to ensure retention of existing members and to provide incentives for recruiting new volunteer Firefighters/Emergency Medical Services organization members; and;

WHEREAS, the Township of Vernon has determined that the creation of a Length of Service Award Program will enhance the ability of the Township to recruit and retain volunteer Firefighters/Emergency Medical Services organization members;

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of Vernon, County of Sussex that:

1. A Length of Service Award Program (LOSAP) is herewith in accordance with Chapter 388 of the Laws of 1997, to reward members of the volunteer firefighting/first aid organizations for their loyal, diligent, and devoted services to the residents of the Township of Vernon.
2. The LOSAP shall provide for fixed annual contributions to a deferred income account for each volunteer member that meets the criteria set forth below; that such contributions shall be made in accordance with a plan that shall be established by the Township of Vernon pursuant to P.L. 1997, c. 388; and that such plan shall be administered in accordance with the laws of the State of New Jersey, the U.S. Internal Revenue Code, and this ordinance.
3. The LOSAP shall provide for annual contributions to each eligible member that meets the criteria as per the attached schedules.
4. The estimated cost of the program has been calculated as follows:
 - a. For regular annual services: \$75,000.00 per year for the Fire Departments.
 - b. For regular annual services: \$45,000.00 per year for the Emergency Medical Services Departments
6. Each active volunteer member shall be credited with points for volunteer services provided to the volunteer Fire/Emergency Medical Services organization in accordance with the attached schedules.
7. That this ordinance shall not take effect unless it is approved by voters as a public question at the next general election.

8. Pursuant to N.J.S.A. 40:12-15.7 (d), the Township Council of the Township of Vernon hereby requests the Sussex County Clerk to print on the official ballot to be used in the General Election to be held on November 7, 2023 the following public question:

“Should the Township of Vernon provide a monetary Length of Service Award Program for volunteer fire departments and volunteer emergency medical services organization members on an annual basis as a tool for recruitment and retention of volunteers?”

Yes [] No []

9. The Sussex County Clerk is further requested to print on said ballot the following interpretive statement of the public question presented above:

If passed by the voters, this referendum will approve the provision of a Length of Service Award Program (LOSAP) for volunteers with the Vernon Township Fire Suppression Division and the Emergency Medical Services Division. If passed by the voters, additional monetary provisions to the Township Annual Budget will be added for this annual award based on a point system for call responses, training, fundraising, recruitment, community services, specified prior years of service, etc. ... The maximum annual contribution per volunteer will not exceed more than \$1150.00 or the maximum amount legally permitted by the State of New Jersey. Copies of the proposed program documents are available for public view at the Vernon Township location of the Sussex County Public Library, as well as the Township Clerk's office located at 21 Church Street, Vernon, NJ 07462.

10. A certified copy of this Ordinance upon passage shall be immediately forwarded to the Sussex County Clerk.

11. A certified copy of this Ordinance shall be filed with the Division within 30 days of the date of the referendum.

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on July 10, 2023, and the same came up for final passage and was adopted at the Meeting of the Township Council held on August 14, 2023 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

Marcy Gianattasio, Clerk
Township of Vernon

Howard Burrell, Mayor

Township of Vernon

INTRODUCED:

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

ADOPTED:

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



VERNON TOWNSHIP
AMBULANCE SQUAD

&

GLENWOOD POCHUCK
VOLUNTEER AMBULANCE CORPS



**LENGTH OF SERVICE AWARD PROGRAM
(LOSAP)**

For

Volunteer Emergency Medical Services

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Vernon Township Ambulance Squad, Inc hereon referred to as VTAS and Glenwood Pochuck Volunteer Ambulance Corps, Inc., hereon referred to as GPVAC are both non-profit 501(c)(3) organizations that provides professional, compassionate community care and service with a community focus to the residents of Vernon Township.

Definitions

- **“ELIGIBLE VOLUNTEER EMS AGENCIES”**: Vernon Township Ambulance Squad, Inc and Glenwood Pochuck Volunteer Ambulance Corps Inc or any future organization that VTAS and/or GPVAC may reorganize into, who provide volunteer emergency medical services in the Township of Vernon.
- **“ACTIVE VOLUNTEER MEMBER”**: A person who has been designated by membership in accordance with the by-laws of their eligible volunteer EMS agency and who is faithfully and performing volunteer service in that organization.
- **"SPONSORING AGENCY"**: Vernon Township
- **"YEAR OF ACTIVE EMERGENCY SERVICE"**: A calendar year from January 1st to December 31st of each year in which the active volunteer member is eligible. The eligible member shall participate in EMS operations and satisfy the minimum requirements of participation, established by their eligible volunteer EMS agency, on a consistent and uniform basis.
- **"PARTICIPANT"**: An active volunteer member of an eligible volunteer EMS agency who is eligible for a benefit under a service award program.
- **“CERTIFICATION LIST”**: The eligible volunteer EMS agency will furnish Vernon Township with an annual certification list, certified under oath, of all volunteer members who have qualified for credit under the LOSAP program for the previous year
- **"LENGTH OF SERVICE AWARD PROGRAM"**: A system established to provide tax-deferred income benefits to eligible, active volunteer members of eligible volunteer EMS agencies by means of investment in those products permitted.
- **“ELECTED POSITIONS”**: Chief Operations Officer, Captain, Lieutenants, Sargent, and Trustees.
- **"VEST/ VESTING"**: An active volunteer member shall be eligible to be vested in the length of service award program, provided under the provisions of P.L. 1997, c.388, if the active volunteer member has completed at least five years of emergency service in an eligible volunteer EMS agency. Prior service credit will not count toward investing in the program.
- **"CREDIT"**: Credit will only be given for volunteer emergency service in an eligible volunteer EMS agency.

Length of Service Award Program

The annual contribution for each year of current and future service to eligible active volunteers of the eligible volunteer EMS agency shall be \$1,150.00 with the annual cost of living assessment. While the maximum amount is set by statute, it is subject to periodic increases that are tied to the consumer price index (CPI). The permitted maximum amount will be issued annually, according to the emergency services volunteer length of service award program act. (NJSA:40A:14-185(f) and NJAC: 5:30-14.9)

The program shall not provide for contributions for prior years of service.

Under LOSAP a year of active emergency service will be credited for each calendar year in which an active volunteer member accumulates one hundred [100] points (granted in accordance with the point schedule adopted).

The LOSAP point schedule, activity requirements and special situations will apply.

The timeframe for defining a “year of active emergency service” must be used for calculating credit for the year.

Active volunteer members of an eligible volunteer EMS agency who participates in LOSAP and serve as paid employees within a local government unit of the State will supply their agency’s chief financial officer, or their appointed designee, of their regularly assigned work periods. These periods will be used in the credit computation. It is the responsibility of the participating active volunteer member to keep these work periods current. The law states: “In computing credit for those active volunteer members who also serve as paid employees within a local government unit of the State, credit shall be given for activities performed during the individual's regularly assigned work periods.” (P.L. 2001, chapter 72)

The eligible volunteer EMS agency is taking the words faithfully (performing emergency service) and actually (performing emergency service) at their exact meaning. The eligible volunteer EMS agency will also include ready (to perform emergency service), willing (to perform emergency service) and able (to perform emergency service), in the accumulation of points for yearly credit.

LOSAP funds may be transferred to or from a similar plan or program with another LOSAP plan. Vested LOSAP funds may be withdrawn (without IRS penalty) under the following conditions:

1. Separation from volunteer service
2. Financial hardship
3. Disability
4. Death

Prior to the regular (not organizing) January meeting of the Vernon Township Council, the eligible volunteer EMS agency will provide the Vernon Township Clerk with the certification list of all volunteer members who have qualified for credit under the LOSAP program for the previous year. They will also provide quarterly point reports. Such reports shall be held confidential in accordance with the LOSAP act (law).

Upon receipt of the certification list, the Township Council will review it and approve the final certification.

If the Township Council has questions concerning the eligibility of any individual, it may request supplemental documentation from the eligible volunteer EMS agency. It will be the responsibility of the questioning member(s) of the Vernon Township Council to examine the supplemental documentation within a reasonable time of 30 days after their January meeting.

It shall be the decision of the eligible volunteer EMS agency regarding the eligibility of any participants. Any volunteer member has the right to appeal against this decision for a period of 30 days, at which time the decision of the eligible volunteer EMS agency shall be final, and the list shall be certified.

A volunteer may request, in writing, to have their name deleted from the list as a participant in the LOSAP program and will remain as a non-participant until the request is similarly withdrawn.

Minor, clarifying, or administrative amendments that do not significantly affect the elements of the plan approved by the voters, may be amended by a majority vote of both eligible volunteer EMS agencies. Representatives from VTAS and GPVAC will notify the Township Council of this change.

Appeals Process

Appeals filed pursuant to N.J.S.A. 40A:14-188(f) shall be investigated by the sponsoring agency.

(b) Appeals shall be mailed to the municipal offices located at 21 Church Street, Vernon, NJ 07462

(c) Appeals must be received by the Township within 30 days of the posting date of the certification list, or within 30 days of the date of denial of past service credit, as determined pursuant to the certification list required at N.J.A.C. 5:30-14.10(a).

(d) In conducting its investigation, the Township shall give due consideration to evidence submitted by the active volunteer member in support of the appeal, and evidence submitted by the emergency service organization in support of its decision. All such evidence shall be in the form of records or other written materials which clearly substantiate the reasons for filing an appeal by the active volunteer member, and the reasons for denying certification or credit for prior service, as determined by the emergency service organization.

(e) Upon receiving an appeal, and prior to conducting its own investigation, the Township may, at its discretion, and within 10 days, refer the matter back to the emergency service organization in an effort to settle the dispute internally.

(f) If the appeal and all written documentation is referred back to the emergency service organization, and the emergency service organization fails to settle or take action on the issue within 30 days, the sponsoring agency shall then investigate the appeal, as set forth in section (d) above.

(g) If an appeal is not referred back to the emergency service organization, or within 30 days of receiving an unresolved appeal from the emergency service organization, the Township shall conduct its own investigation, as set forth in (d) above, and shall submit a non-binding recommendation to the emergency service organization with respect to the matter. The emergency service organization shall either accept, modify or deny the sponsoring agency's recommendation, and thereby, decide the matter.

(h) The final decision by the emergency service organization shall be subject to appropriate judicial review

Eligible Volunteer EMS Agency LOSAP Point Schedule:

General Provisions:

1. Earning 100 points will award an eligible year of service.
2. Members are vested after five (5) qualifying years.
3. Members must earn the minimum number of points in the following 4 categories: Duty Shift; Meetings; Fundraising and Special/Standby Events.
4. The remaining points must be earned in any of the other categories listed below.

Categories

1. **Duty Shift:** *Minimum of 20 points Max of 70.*

- a. Members shall receive 0.1 Points per Duty Hour for riding their scheduled duty shift.
- b. If the member's duty shift is a full 12 hour shift the member shall receive 1.25 Points for the full 12 Hour Shift.
- c. If a member misses more than 16% of their scheduled duty shifts, he/she can only achieve a max of 20 points in this category.

2. **Additional Shifts:**

- a. Members who pick up uncovered shifts or who cover shifts for other members shall receive 0.2 Points per Hour.

3. **Back up and Scramble Calls:**

- a. Members who take back up or scramble calls while not on duty shall receive 0.5 points multiplied by the number of staffed organization apparatus handling concurrent calls per call.
- b. This shall be tallied based on a properly completed chart in the charting system.

4. **Prolonged incidents:**

- a. Members participating in the response to an emergency incident that lasts over 4 hours in duration shall receive 5 points.

5. **Training:**

- a. Members who take their initial EMT training will receive 40 points applied to the year in which a majority of the class was held.
- b. Members who take classes for EMT CEU credits shall receive 1 Points per CEU hour.
- c. Members who take a Non EMT CEU class approved by an operations officer will receive 1 point per class.
- d. Members who participate in an internal organization training approved by an officer shall receive 1 point per training session.
- e. Members who participate in training Drills will receive 0.5 points per hour for time spent at the drill.

6. Teaching:

a. Members who teach CPR, CEU, or other trainings approved by the Chief shall receive 1 point per class.

7. Meetings: *Minimum 8 Points Max 12*

a. Members who attend regular organizational business or board meetings shall receive 1 point per meeting.

b. If an organizational business meeting or board meeting is canceled all members shall receive 1 point for that meeting.

8. Committee Participation:

a. Members who actively participate in an official organizational committee shall receive 10 points.

9. Committee chairs and appointed staff positions:

a. Members who serve as Committee Chairs or appointed staff, who fulfill their duties as such, shall receive 15 points.

10. Fundraising: *Minimum 6 points*

a. Members who actively participate in an organizational fund drive shall receive 3 Points.

11. Special and Standbys Events: *Minimum 9 points*

a. Members who actively participate in a special event as part of their organization shall receive 3 points per event.

12. Task Force Participation:

a. Members who participate in any official task force through their organization and meet the minimum requirements of that task force for active status shall receive 10 points for the year.

13. Service Days:

a. Members who participate in organizational service days approved by the chief of their designee, for a majority of the scheduled time shall receive 2 points per day.

14. Cumulative Time Award:

a. Members who have served the organization in the below roles shall automatically receive the following points at the start of each year.

i. First Aider - 0.5 points per year served.

ii. EMT or Driver - 1 point per year served.

iii. Crew Chief or Trustee - 2 points per year served.

iv. Operational Officer - 5 points per year served.

b. Members may only receive points from one of the above categories per year.

c. Line Officers, Executive Officers and Trustees must serve the full year to receive points for that role.

15. Discretionary Awards:

The Chief Operation Officer may award up to 20 points to any member in a given year for services to the organization or community above and beyond a member's normal duties.

16. Joint service:

If a member comes up short of their points requirement on the organization and is a member of the Vernon division of fire suppression or another eligible volunteer EMS organization, said member may receive up to 25 points as deemed appropriate by the Township of Vernon upon verification with the chief of the organization of that member's active status on their organization.

Special Situation Requirements

JURY DUTY:

No points will be awarded for Jury Duty.

PERSONAL LEAVE OF ABSENCE:

No points will be awarded unless the active volunteer member is participating (faithfully and actually) in activities of the LOSAP Point Schedule.

MEDICAL LEAVE OF ABSENCE:

No points will be awarded unless the active volunteer member is participating (faithfully and actually) in activities of the LOSAP Point Schedule. Members on medical leave, with an accompanying doctor's note, shall not have missed duty shifts counted against them.

FEDERAL FAMILY AND MEDICAL LEAVE ACT:

No points will be awarded unless the active volunteer member is participating (faithfully and actually) in activities of the LOSAP Point Schedule.

STATE FAMILY LEAVE ACT:

No points will be awarded unless the active volunteer member is participating (faithfully and actually) in activities of the LOSAP Point Schedule.

MILITARY LEAVE OF ABSENCE:

No points will be awarded unless the active volunteer member is participating (faithfully and actually) in activities of the LOSAP Point Schedule.

COLLEGE OF ABSENCE:

No points will be awarded unless the active volunteer member is participating (faithfully and actually) in activities of the LOSAP Point Schedule.

BEREAVEMENT TIME:

In the event that an active volunteer member misses any activity listed on the LOSAP Point Schedule due to a death in the immediate family, they shall notify the person in charge of record keeping for the program at the next monthly meeting.

An active volunteer member will be allowed a maximum of seven (7) days that they will receive points for activities missed for the following:

- a. Death of a parent, spouse, child, stepchild, sibling, grandparent, grandchild, aunt, or uncle, current mother/ father/brother/sister-in law.

EMERGENCY SERVICE ORGANIZATION INJURY: (EMS Related Injury) No active volunteer member in the emergency service organization will ever be penalized for an injury while in the performance of duties in the emergency service organization. An injury from the eligible volunteer EMS Agency (Emergency Service Organization) will be handled as follows:

Immediately following any incident, the active volunteer member is required to complete a State of New Jersey Employer's First Report of Accidental Injury or Occupational Disease Report. This report will be turned over to the person in charge of the workers' compensation claims for the organization. Should immediate medical attention be warranted, the active volunteer member will be seen by a Hospital Emergency Room. The person in charge of Worker's Compensation Claims for the Organization will be notified.

Should the Emergency Room Doctor give the active volunteer member a prescription/ disability certificate for 'No Work' due to the injury, he/she shall receive full credit for activities during their absence or injury.

Should an injury from the eligible volunteer EMS agency (Emergency Service Organization) turn into a workmen's compensation claim against the eligible volunteer EMS agency, or the township of Vernon, at a later date, the active volunteer member will be given credit for activities during the absence or injury, back to the date of the injury.

In both cases above they will terminate upon the active volunteer member being released to return to full active duty at the eligible volunteer EMS agency.

**VOLUNTEER LENGTH OF SERVICE
AWARD PROGRAM
(LOSAP)
for**

**Vernon Township
Division of Fire Suppression**

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DEFINITIONS RELATIVE TO THIS PLAN

“LOCAL UNIT”:

Eligible Vernon Township Division of Fire Suppression:

Vernon Fire Department #1

McAfee Fire Department #2

Highland Lakes Fire Department #3

Pochuck Valley Fire Department #4

“ACTIVE VOLUNTEER MEMBER”:

Means a person who has been so designated by membership in accordance with the by-laws of the Vernon Township Division of Fire Suppression and who is faithfully and actually performing volunteer service in that organization.

“AUTHORITY HAVING JURISDICTION”

The organization, office, or individual responsible for approving equipment, a procedure, or training.

“CERTIFICATION LIST”:

The Vernon Township Division of Fire Suppression will furnish Vernon Township an annual certification list, certified under oath, of all volunteer members who have qualified for credit under the LOSAP program, for the previous year.

“CREDIT”:

Credit will only be given for volunteer emergency service in Vernon Township Division of Fire Suppression.

“DRILL”:

The process of continued repetition of a The Vernon Township Division of Fire Suppression exercise; to instill (ideas, facts, procedures, etc.) by repeated exercises.

“ELECTED OR APPOINTED POSITIONS”:

President, Vice President, all Secretaries, Treasurer, Trustees, Chiefs, D/C Chiefs, Captain, Lieutenants, Delegates to the New Jersey State Fire Association, and those appointed by the President to chair or co-chair any standing or special committees, that are active volunteer members of the Vernon Township Division of Fire Suppression

“LENGTH OF SERVICE AWARD PROGRAM”:

A system established to provide tax-deferred income benefits to eligible, active volunteer members of the Vernon Township Division of Fire Suppression by means of investment in those products permitted.

“PARTICIPANT”:

An active volunteer member of Vernon Township Division of Fire Suppression, who is eligible for a benefit under a service award program.

“QUALIFIED PERSON”:

A person who by possession of a recognized degree, certificate, professional standing, or skill, and who by knowledge, training and experience, has demonstrated the ability to deal with problems associated with the subject matter, the work, or the project. This person shall be approved by or acceptable to the authority having jurisdiction.

“SPONSORING AGENCY”:

Vernon Township

“VEST/ VESTING”:

An active volunteer member shall be eligible to vest in the length of service award program provided under the provisions of P.L. 1997, c.388 if the active volunteer member has completed at least five years of emergency service in Vernon Township Division of Fire Suppression. Prior Service credit will not count toward vesting in the program.

“YEAR OF ACTIVE EMERGENCY SERVICE”:

The year will be a calendar year from January 1 to December 31 of each year in which the active volunteer member is eligible. The eligible member shall participate in the fire service and satisfy the minimum requirements of participation, established by the Vernon Township Division of Fire Suppression on a consistent and uniform basis.

LENGTH OF SERVICE AWARD PROGRAM

The Annual Contribution for each year of current, and future service to eligible active volunteers of the Vernon Township Division of Fire Suppression shall be \$1150.00, with an annual approved increase by the Township Council of Vernon Township based on the determined COLA (as per the Local Finance Board). While the maximum amount is set by statute, it is subject to periodic increases that are tied to the consumer price index (CPI). The permitted maximum amount will be established annually, according to the emergency services volunteer length of service award program act (NJSA:40A:14-185(f) and NJAC: 5:30-14.9). The program shall not provide for contributions for prior years service alone.

Under the length of service award program, a year of active emergency service will be credited for each calendar year in which an active volunteer member accumulates 100 points that are granted in accordance with the point schedule adopted.

The length of service award program point schedule, activity requirements and special situations will apply.

The time-frame for defining a “year of active emergency service” must be used for calculating credit for the year.

Active volunteer members of the Vernon Township Division of Fire Suppression who participate in the length of service award program and serve as paid employees within a local government unit of the State; will supply the Secretary of the Vernon Township Division of Fire Suppression their regularly assigned work periods. These periods will be used in the credit computation. It is the responsibility of the participating active volunteer member to keep these work periods current. The law states that: In computing credit for those active volunteer members who also serve as paid employees within a local government unit of the State, credit shall be given for activities performed during the individual's regularly assigned work periods.

The Vernon Township Division of Fire Suppression is taking the words faithfully (performing emergency service) and actually (performing emergency service) at their exact meaning. The Vernon Township Division of Fire Suppression will also include ready (to perform emergency service), willing (to perform emergency service) and able (to perform emergency service), in the accumulation of points for yearly credit.

LOSAP funds may be transferred to or from a similar plan or program, with another LOSAP plan.

Vested LOSAP funds may be withdrawn (without IRS penalty) as follows:

1. Separation from volunteer service
2. Financial hardship
3. Disability
4. Death

Prior to the first regular, not organizing, meeting of the Vernon Township Council in January of each year, the Vernon Township Division of Fire Suppression will provide the Vernon Township Clerk with the Certification List of all volunteer members who have qualified for credit under the LOSAP program for the previous year. They will also provide quarterly point reports. Such reports shall be held confidential in accordance with the length of service awards program.

Upon receipt of the certification list, the Township Council will review it and approve the final certification.

If the Township Council has questions concerning the eligibility of any individual, it may request supplemental documentation from the Vernon Township Division of Fire Suppression. It will be the responsibility of the questioning member(s) of the Vernon Township Council to examine the supplemental documentation within a reasonable time of 30 days after their January meeting.

It shall be the decision of the Vernon Township Division of Fire Suppression in regards to the eligibility of any participants. Any Volunteer member has the right to appeal this decision for a period of 30 days, at which time the decision of the Vernon Township Division of Fire Suppression shall be final and the list shall be certified.

A volunteer may request, in writing, to have their name deleted from the list as a participant in the LOSAP program and will remain as a non-participant until the request is similarly withdrawn.

APPEAL PROCESS

An active volunteer member whose name does not appear on the approved certification list may appeal within 30 days of the posting of the list.

The appeal must be in writing and sent via certified mail to the Township of Vernon Fire Commissioner at 21 Church Street, Vernon, NJ 07462

- (a) In conducting its investigation, the sponsoring agency shall give due consideration to evidence submitted by the active volunteer member in support of the appeal, and evidence submitted by the emergency service organization in support of its decision. All such evidence shall be in the form of records or other written materials which clearly substantiate the reasons for filing an appeal by the active volunteer member, and the reasons for denying certification or credit for prior service, as determined by the emergency service organization.
- (b) Upon receiving an appeal, and prior to conducting its own investigation, the sponsoring agency may, at its discretion, and within 10 days, refer the matter back to the emergency service organization in an effort to settle the dispute internally.
- (c) If the appeal and all written documentation is referred back to the emergency service organization, and the emergency service organization fails to settle or take action on the issue within 30 days, the sponsoring agency shall then investigate the appeal, as set forth in section (d) above.
- (d) If an appeal is not referred back to the emergency service organization, or within 30 days of receiving an unresolved appeal from the emergency service organization, the sponsoring agency shall conduct its own investigation, as set forth in (a) above, and shall submit a non-binding recommendation to the emergency service organization with respect to the matter. The emergency service organization shall either accept, modify or deny the sponsoring agency's recommendation, and thereby, decide the matter.
- (e) The final decision by the emergency service organization shall be subject to appropriate judicial review

Minor, clarifying, or administrative amendments that do not significantly affect the elements of the plan approved by the voters may be amended via Ordinance by a majority vote of the Vernon Township Council.

The Vernon Township Division of Fire Suppression LOSAP Point Schedule

General Provisions:

- a. Earning 100 points will award an eligible year of service.
- b. Member is vested after five (5) qualifying years.
- c. The remaining points must be earned in a minimum of 4 other categories as listed below.

Categories:

1. Training Courses - 30 point Maximum

1 point per training hour attended (No points accrue for traveling hours or overnight stay hours)

- a. This includes, but is not limited to, Fire department -sanctioned activities, such as:
 - i. In house training
 - ii. hands on practice
 - iii. training located off premises
 - iv. Video, computer, or other technical training

2. Drills - 20 point Maximum

2 points per drill; any drill over 2 hours, add 1 point per additional hour attended. This includes, but is not limited to, fire department-sanctioned activities, such as:

- a. Drill Nights
- b. Four Company drills
- c. Driver Training drill

3. Call Response: 50 point maximum, 10 point minimum

- a. 61% - 100% = 50 pts

51% - 60% = 45 pts

41% - 50% = 40 pts

31% - 40% = 35 pts

21% - 30% = 30 pts

11% - 20% = 10 pts

01% - 10% = 0 pts

- b. Members with 30 years of service, or those disabled, shall be exempt from this category, but shall remain eligible for LOSAP, provided that the required points are earned in another category.

4. **Elected and appointed positions:** 30 point maximum

A full term must be served to acquire the full points of said position.

ADMINISTRATIVE OFFICERS: (Must be an active volunteer member to receive points)

- a. President 30 points
- b. Vice President 20 points
- c. Secretaries 25 points
- d. Treasurer 25 points
- e. LOSAP Administrator 15 points
- f. Trustee 10 points

LINE OFFICERS:

- a. Chief 30 points
- b. Deputy Chief 25 points
- c. Captain 20 points
- d. Lieutenant 20 points
- e. Ex-Chiefs 15 points

APPOINTED POSITION:

- b. Appointed by President 5 points
- f. All delegates to NJ Fireman's Association 5 points
- g. Chair/Co-chair of any standing/special committee 5 points
(subject to approval of the Fire Commissioner)

5. **Fundraising and Recruitment:** 20 point maximum, 10 point minimum

- a. One point per hour, up to 8 points per activity per day

6. **Miscellaneous sanctioned activities:** 20 points maximum

- a. One point per 2 hours, up to 6 points per activity per day

7. **Service time, not continuous time:** 10 points maximum

- a. One point awarded per year of service, includes all past years served up to 10 per N.J.A.C. 5:30-14.14.

TRAINING REQUIREMENTS

The Fire department shall provide training and education for all active members commensurate with the duties and functions that they are expected to perform.

For every hour of instruction / training attended; the Active Volunteer Member will receive one (1) point. The total maximum for category shall be 30 points.

Points accumulated for Instruction / Training will be given in the same year in which the Instruction Training finished and no other year.

If the Instruction / Training class had a pass / fail test, you must receive a passing grade; or have acquired a certificate of completion to receive points.

The date on any certificate is the year in which credit will be given. Training will only be approved that directly relates to the Vernon Township Division of Fire Suppression functions.

Training shall include but not be limited to:

- a. FF1, FF2, FF3, CPR
- b. In-Service training
- c. Special training
- d. Member/Officer training
- e. Advanced training
- f. Driver training
- g. Training required by regulatory agencies (e.g., PEOSHA, OSHA, etc.)
- h. State Mandate training

Training shall be provided either in-house; or at other locations by qualified persons.

A training class or session might be conducted by an individual who has special expertise or abilities in the subject area, whether or not the instructor is a member of the fire department or a qualified fire service instructor.

DRILL REQUIREMENT

The actual practice of the Vernon Township Division of Fire Suppression.

Members who engage in emergency operations shall be trained commensurate with their duties and responsibilities. Training shall be as frequent as necessary to ensure that members can perform their assigned duties in a safe and competent manner.

Two (2) points will be acquired for every Drill attended. For drills over 2 hours, one point will be added for each additional hour.

The Active Volunteer Member must be in attendance for a sufficient duration of the drill, as determined by the qualified Instructor. The total maximum for category shall be 20 points.

CALL RESPONSE REQUIRMENT

61% - 100% = 50 pts

51% - 60% = 45 pts

41% - 50% = 40 pts

31% - 40% = 35 pts

21% - 30% = 30 pts

11% - 20% = 10 pts

01% - 10% = 0 pts

Members serving 30 years, or those disabled (with doctor's certificate), shall be exempt from this requirement, but shall remain eligible for LOSAP benefits, provided that the required points are earned in other categories. The total maximum for category shall be 50 points. The total minimum for category shall be 10 points.

ELECTED or APPOINTED POSITIONS REQUIREMENT

A full term must be served to acquire the full points of said position. The total maximum for category shall be 30 points.

ADMINISTRATIVE OFFICERS:

(Must be an active volunteer member to receive points)

- | | |
|------------------------|-----------|
| 1. President | 30 points |
| 2. Vice President | 20 points |
| 3. All Secretaries | 25 points |
| 4. Treasurer | 25 points |
| 5. LOASP Administrator | 15 points |
| 6. Trustees | 10 points |

LINE OFFICERS:

- | | |
|-----------------|-----------|
| 1. Chief | 30 points |
| 2. Deputy Chief | 25 points |
| 3. Captains | 20 points |
| 4. Lieutenants | 20 points |
| 5. Ex-Chiefs | 15 points |

APPOINTED POSITIONS:

- | | |
|--|----------|
| 1. As appointed by the President | 5 points |
| 2. All delegates to the NJ State Firemen's Association | 5 points |
| 3. Chair or co-chair of any standing or special committee. | 5 points |

FUNDRAISING AND RECRUITMENT

One point per hour, up to 8 points per activity per day, up to 20 Points Maximum.

A minimum of 10 points must be earned in fundraising or recruiting.

Fundraising shall include, but not be limited to:

1. Assistance in regular annual fund drive
2. Stand in the Road
3. Santa Run
4. Dinners/Breakfast
5. Raffles

Recruiting shall include, but not be limited to:

1. Making and handing out flyers and posters
2. Meeting with civic groups to recruit
3. Writing articles to recruit.
4. Creating video or CDs to recruit members.

MISCELLANEOUS SANCTIONED ACTIVITIES

One point per hour, up to 8 points per activity per day, up to 20 Points Maximum.
Travel time shall not be included, only the actual time at the activity will apply. Each miscellaneous activity shall be approved by the Fire Commissioner. Those activities shall include but not limited to:

- A. Participation in Parades
- B. Building maintenance: painting, cleaning, repairs, etc.
- C. Memorial Service, Funerals
- D. Wet downs
- E. Public education
- F. Attendance of NJ State Fire Convention
- G. Health Fairs
- H. Scout tours of building
- I. Special projects (file of life, etc.)

SERVICE TIME

To offer incentive for members with experience to continue to serve the residents of Vernon Township, the following will be applied:

One point per year of service shall be awarded to each member. This shall include all prior years. Service is not required to be continuous. Credit shall be limited to not more than 10 years of active emergency service periods preceding the creation of the program by the Township of Vernon.

The total maximum for category shall be 10 points as per N.J.A.C. 5:30-14.14.

SPECIAL SITUATION REQUIREMENTS

JURY DUTY:

No points will be awarded due to Jury Duty. Active Volunteer Members are exempt from jury duty.

PERSONAL LEAVE OF ABSENCE:

No Points will be awarded unless the Active Volunteer Member is participating (faithfully and actually) in activities of the Length of Service Award Program Point Schedule.

MEDICAL LEAVE OF ABSENCE:

No Points will be awarded unless the Active Volunteer Member is participating (faithfully and actually) in activities of the Length of Service Award Program Point Schedule.

FEDERAL FAMILY AND MEDICAL LEAVE ACT:

No Points will be awarded unless the Active Volunteer Member is participating (faithfully and actually) in activities of the Length of Service Award Program Point Schedule.

STATE FAMILY LEAVE ACT:

No Points will be awarded unless the Active Volunteer Member is participating (faithfully and actually) in activities of the Length of Service Award Program Point Schedule.

PERSONAL LEAVE OF ABSENCE:

No Points will be awarded unless the Active Volunteer Member is participating (faithfully and actually) in activities of the Length of Service Award Program Point Schedule.

MILITARY LEAVE OF ABSENCE:

No Points will be awarded unless the Active Volunteer Member is participating (faithfully and actually) in activities of the Length of Service Award Program Point Schedule.

BEREAVEMENT TIME:

In the event that an active volunteer member miss any activity listed on the Length Of Service Award Program Point Schedule due to a death in the immediate family, they shall notify the person in charge of record keeping for the program at the next monthly meeting.

An Active Volunteer Member will be allowed a maximum of seven (7) days that they will receive points for activities missed for the following:

A: Death of a father, mother, spouse, child, stepchild, brother, sister, grandparent, grandchild, aunt, or uncle, current mother-in-law, father-in-law, brother-in-law, sister-in law.

FIRE RELATED INJURY

Any fire related injury will be handled as follows:

No Active Volunteer Member in any fire company will ever be penalized for an injury while in the performance of duties in the Township of Vernon Division of Fire Suppression.

Immediately following any incident, the Active Volunteer Member is required to complete a State of New Jersey Employer's First Report of Accidental Injury or Occupational Disease Report. This report will be turned over to the person in charge of Workers Compensation Claims for the Township of Vernon.

Should immediate medical attention be warranted, the Active Volunteer Member will be seen by a Hospital Emergency Room. The person in charge of Worker's Compensation Claims for the Township of Vernon will be notified.

Should the Emergency Room Doctor give the Active Volunteer Member a Prescription/ Disability Certificate for (No Work) due to the injury, he/she shall receive full credit for activities during absence or injury.

Should an injury turn into a Workmen's Compensation claim against the Township of Vernon Division of Fire Suppression, at a later date, the Active Volunteer Member will be given credit for activities during the absence or injury, back to the date of the injury.

In both cases above they will terminate upon the Active Volunteer Member being released to return to full active duty at the Township of Vernon Division of Fire Suppression.