

#### VERNON TOWNSHIP COUNCIL MEETING AGENDA

#### **AUGUST 28, 2023**

#### 6:00 PM EXECUTIVE SESSION

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

- 1. CALL TO ORDER
- 2. STATEMENT: Adequate notice of this meeting has been provided to the public and the press on January 6, 2023 and was posted on the bulletin board in the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-7.
- 3. ROLL CALL
- 4. **EXECUTIVE SESSION** Resolution #23-218: Resolution to Enter into Executive Session Clerk Review

#### AT 7:00 PM

- 1. CALL TO ORDER
- 2. STATEMENT: Adequate Notice of this Regular Meeting was provided to the public and the press on January 6, 2023 and was posted at the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A.10:4-7.
- 3. SALUTE TO THE FLAG
- 4. ROLL CALL
- 5. PUBLIC COMMENTS (For Current Agenda Items Only, Limited to 3 Minutes Per Person)
- 6. REVIEW OF BILLS LIST
- 7. APPROVAL OF MINUTES

August 8, 2023 - Special Meeting

August 14, 2023 - Executive Session

August 14, 2023 - Regular Meeting

#### 8. CONSENT AGENDA

<u>Resolution #23-219:</u> Resolution Rejecting Certain Responses to Competitive Contract CC #5-2023 for EMS Services Township of Vernon

**Resolution #23-220:** Resolution Awarding CC #5-2023 to Atlantic Ambulance Corporation in a Fair and Open Award for EMS Services

<u>Resolution #23-221:</u> Authorizing Contracts with Certain Approved State Contract Vendors Northeast Communications, State Contracts 83898

<u>Resolution #23-222:</u> Authorizing the Cancellation of Outstanding Checks Over Six Months Old to Municipal Cash Balances

Resolution #23-223: Authorizing Contract with Certain Approved State Contract Vendor, Ricoh, Under NJ State Contract M2075

Resolution #23-224: Resolution Authorizing Leasing of Certain Vehicles for the Department of Police Through Sourcewell National Cooperative #060618-EFM Through Enterprise Fleet Management Services Inc. (Quote No. 7403692 – 1 x Silver Zynith)

<u>Resolution #23-225:</u> Resolution Authorizing Leasing of Certain Vehicles for the Department of Police Through Sourcewell National Cooperative #060618-EFM Through Enterprise Fleet Management Services Inc. (Quote No. 7413445 – 1 x Agate Black)

Resolution #23-226: Resolution Authorizing Leasing of Certain Vehicles for the Department of Police Through Sourcewell National Cooperative #060618-EFM Through Enterprise Fleet Management Services Inc. (Quote No. 7413437 – 1 x Oxford White)

<u>Resolution #23-227:</u> Authorizing the Use of Morris County Cooperative Pricing Council for Proposed Improvements to Sand Hill Road

<u>Resolution #23-228:</u> Authorizing the Venon Township Council to Approve a Person-to-Person Transfer of Liquor License #1922-33-009-005

#### 9. 2022 ANNUAL AUDIT

Resolution #23-208 2022 Annual Audit

Resolution #23-209 Corrective Action Plan 2022 Audit

#### 10. PUBLIC HEARING/2<sup>ND</sup> READING OF ORDINANCE

Ordinance #23-18: Ordinance of the Township of Vernon, County of Sussex, State of New Jersey, Amending Chapter 5 of the Code of the Township of Vernon Entitled "Administration of Government" to Update Reorganization and Term Start Dates

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

- 12. MAYOR COMMENTS
- 13. COUNCIL COMMENTS

## 14. COUNCIL PRESIDENT COMMENTS

## 15. ADJOURNMENT

Page 3 of 3 Agenda August 28, 2023

#### **VERNON TOWNSHIP**

#### **RESOLUTION #23-218**

#### RESOLUTION TO ENTER INTO AN EXECUTIVE SESSION

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

meeting in certain circumstances, and
WHEREAS, this public body is of the opinion that such circumstances presently exist; and
WHEREAS, the Governing Body wishes to discuss:
Matters made confidential by state, federal law or rule by court
Matters in which the release of information would impair the right to receive funds from the Government
☐ Matters involving individual privacy
Collective bargaining
PBA
Purchase, lease or acquisition of real property with public funds, setting of bank rates, investment of public
funds if disclosure would harm the public interest
☐ Public safety
Attorney-Client privilege
Pending, ongoing or anticipated litigation or negotiation contracts
Personnel matters – Clerk Review

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

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

Civil penalty or loss of license

#### **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 August 28, 2023 6:00 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						

Range of Checking Accts: 10-001 to 10-00 Report Type: All Checks	)1 Range Report Format: C	of Check Dates: 08/10/23 to 08/24/23 Condensed Check Type: Computer: Y	Manual: Y Dir Deposit: Y
Check # Check Date Vendor PO # Description	Amount Paid	Reconciled/Void Ref Num Contract	
10-001 GENERAL/CENTRAL CHECKING 60310 08/15/23 TILCO005 TILCON NEW YORK, INC 23-00973 HIKING PATH REPAIR	137.28	459	
60311 08/21/23 ACEWA005 ACE WALCO TERMITE & P 23-00539 EXTERMINATOR SERVICES	PEST CONTR 365.00	460	
60312 08/21/23 AIRGROU5 AIRGROUP LLC 23-01043 HVAC SYSTEM REPAIR 23-01055 EMERGENCY HVAC SYSTEM REPAIR	764.78 491.40 1,256.18	460	
60313 08/21/23 ATLAN015 ATLANTIC SALT, INC 23-00814 ROCK SALT	37,333.71	460	
60314 08/21/23 BENSH010 BEN SHAFFER RECREATIO 23-00831 PLAYSET REPAIRS MAPLE GRANGE	ON, INC 499.76	460	
60315 08/21/23 BRAEN005 BRAEN STONE 23-00658 HOT ASPHALT	1,186.31	460	
60316 08/21/23 BRIGH010 BRIGHTSPEED 23-01038 Municipal Phone Services	839.91	460	
60317 08/21/23 CABLE005 CABLEVISION LIGHTPATH 23-01078 Municipal Internet July 2023	1 NJ, LLC 1,084.00	460	
60318 08/21/23 CAMPB010 CAMPBELL SUPPLY CO, L 23-00135 FLEET: DPW VARIOUS REPAIR PART	LC, 220.75	460	
60319 08/21/23 CHEMU005 CHEMUNG SUPPLY 23-00966 TO RE-STOCK SNOWPLOW CUTTING	6,083.30	460	
60320 08/21/23 CLUTC005 DOVER BRAKE & CLUTCH 23-00138 FLEET: DPW VARIOUS REPAIRS 23-01005 DIESEL FUEL ANTI-GEL ADDITIVE	140.56 967.80 1,108.36	460	
60321 08/21/23 COPYC005 COPY CENTER OF VERNON 23-01032 BUSINESS CARDS	N LLC 60.00	460	
60322 08/21/23 DELTA005 DELTA DENTAL PLAN OF 23-01023 AUGUST 2023	NJ 14,187.15	460	
60323 08/21/23 DEWBEO05 DEWBERRY ENGINEERS, I 23-00617 Soil Characterization 269-7	INC. 3,877.00	460	
60324 08/21/23 D0000005 WILLIAM J MARION, D.C 23-00098 DPW CDL 2023 Physicals	150.00	460	

Check # Check Date Vendor PO # Description Amount Pa	Reconciled/Void Ref Num aid Contract
10-001 GENERAL/CENTRAL CHECKING Continued 60325 08/21/23 DONNE015 RR DONNELLEY 23-00717 TRO Weapon Seizure Report 405.	.33
60326 08/21/23 ELIZA005 ELIZABETHTOWN GAS CO 23-01062 Gas Serv. Municipal Facilities 590	.86
60327 08/21/23 ELIZA015 ELIZABETHTOWN GAS CO 23-01042 Refund Road Opening Fee 90.	.00
60328 08/21/23 ENTER020 ENTERPRISE FLEET MANAGMENT, INC 23-01074 GPVAC Enterprise Lease Aug2023 591	.94
60329 08/21/23 FASTE005 FASTENAL COMPANY 23-00157 FLEET: RSTOCKING SAFETY SUPPLI 219 23-00925 SAFETY EQUIPMENT 1,328 1,547	.04
60330 08/21/23 GOLDE020 GOLDENBERG, MACKLER & SAYEGH, 23-01046 Legal - Sale of Twp Property 30	.00
60331 08/21/23 HAROLOO5 HAROLD E PELLOW AND ASSOC, INC 23-01064 Eng Roads, Munic Eng,LDP 8,701	.00
60332 08/21/23 HEAVEOO5 HEAVEN HILL FARM 23-00558 Beautification Comm Supplies 79	.92
60333 08/21/23 HERALOO5 NEW JERSEY HERALD 23-00175 Legal Advertising 99	.06
60334 08/21/23 HHAUT005 H & H AUT0 PARTS OF VERNON 23-00114 FLEET: VES VARIOUS PARTS 86 23-00121 FLEET: DPW VARIOUS PARTS 103 190	.68
60335 08/21/23 HOOVE005 HOOVER TRUCK CENTERS, INC 23-00122 FLEET: FREIGHTLINER/STERLING RE 4,268	.05
60336 08/21/23 JCPL0005 JCP&L 23-01084 Electric Muni Facil July 2023 11,091	.81
60337 08/21/23 KONICO05 KONICA MINOLTA BUSINESS SOLUTI 23-00217 Municipal Copier Leases 2023 90	.74
60338 08/21/23 LUBEN005 LUBENET, LLC 23-00172 FLEET: AUTO LUBRICANTS 2,565	.75
60339 08/21/23 MCAFE010 MC AFEE HARDWARE CO., INC.	08/21/23 VOID 0
60340 08/21/23 MCAFE010 MC AFEE HARDWARE CO., INC. 23-00028 B&G - miscellaneous items 173 23-00030 SIGN - miscellaneous items 118 23-00126 FLEET: VARIOUS REPAIR PARTS 146	.59

60344 08/21/23 MONTA015 MONTAGUE TOOL & SUPPLY 23-00194 DPW SAFETY EQUIPMENT 48.26 23-00195 DPW ROAD SUPPLIES 194.97 243.23	460
60345 08/21/23 NATIO065 NATIONAL RECREATION & PARKS 23-01065 Annual Membership Recreation 470.00	460
60346 08/21/23 NAVRIO05 NAVRIZ DOORS INSTALLATION & RE 23-00892 DOOR REPLACEMENTS MB AND SC 23-00965 EMERGENCY- SC door repair 4,713.72	460
60347 08/21/23 NJSTL005 NJ ST LEAGUE OF MUNICIPALITIES 23-00196 Employment Advertisements 160.00 23-01050 NJLM Registration Twp Official 430.00 590.00	460
60348 08/21/23 NJWLE005 NJWLE 23-00372 Conf. Reimbursment 250.00	460
60349 08/21/23 NORTHO10 NORTH CHURCH GRAVEL, INC 23-00438 ROAD GRITS 1,318.07	460
60350 08/21/23 NORTH015 NORTH EAST PARTS GROUP LLC 23-00130 FLEET: VARIOUS VES REPAIR PARTS 278.63	460
60351 08/21/23 NORTH050 NORTHEAST COMMUNICATIONS INC 23-00042 Police Matintenance 880.00 23-00969 OEM Blanket 770.00 1,650.00	460
60352 08/21/23 OPRANO05 OPRANDY'S FIRE & SAFETY INC 23-00050 Police Oxygen Tank 341.48	460
60353 08/21/23 PENTE005 PENTELEDATA LP 23-01081 Municipal Cable Serv Aug 2023 507.80	460

Check # Check Date Vendor PO # Description Amou	Reconciled/Void Ref Num Paid Contra	
10-001 GENERAL/CENTRAL CHECKING Continued 60340 MC AFEE HARDWARE CO., INC. Continued 23-00190 DPW - supplies	28.85 57.13	
60341 08/21/23 MCICO005 MCI COMMUNICATIONS SERVICES, 23-01082 Long Distance Services July 23	460 45.54	
60342 08/21/23 MEGAN005 Megan Wahnon 23-00616 Mileage Rec Programs	460 96.42	
60343 08/21/23 MGLPRO05 MGL PRINTING SOLUTIONS 23-00976 SPECIAL ASSESSMENT BILLS	460 50.00	

Check # Check Date Vendor PO # Description Amount Paid	Reconciled/Void Ref Num Contract
10-001 GENERAL/CENTRAL CHECKING Continued 60354 08/21/23 PITNE005 PITNEY BOWES INC 23-01003 Postage Maching Supplies - Ink 246.49	460
60355 08/21/23 PITNE010 PITNEY BOWES SUPPLY LINE 23-00997 Postage Machine Lease R#22-225 975.57	460
60356 08/21/23 RESID010 RESIDUALS MANAGEMENT SERVICES, 23-00199 B&G - Grease Trap Senior Cntr 228.71	460
60357 08/21/23 ROUTE005 ROUTE 23 AUTO MALL LLC 23-00133 FLEET: VARIOUS FORD VEHICLE PAR 157.68	460
60358 08/21/23 ROVET005 STEPHEN ROVETTO 23-01021 Child Saftey Recert 55.00	460
60359 08/21/23 SKOFF005 SK OFFICE SUPPLY, INC 23-01018 Department Shredding 2023 680.00	460
60360 08/21/23 STANDOO5 STANDARD INSURANCE CO. 23-01089 MAY 2023 2,889.60 23-01090 JUNE 2023 2,891.95 23-01091 JULY 2023 2,889.60 23-01092 AUGUST 2023 2,887.26 11,558.41	460
60361 08/21/23 STEVE020 STEVEN M. SIEGEL 23-01000 Alt Municipal Prosecutor Serv 800.00	460
60362 08/21/23 SUEZW005 VEOLIA WATER NEW JERSEY, INC. 23-01063 Municipal Water Service Jul 23 5,028.00	460
60363 08/21/23 SUSSE095 SUSSEX COUNTY M.U.A. 23-00055 RECYCLING PLASTIC 63.40	460
60364 08/21/23 SUSSE170 SUSSEX RURAL ELECTRIC CO-OP 23-01072 Munic Facil Electric Serv July 609.88	460
60365 08/21/23 TEES0005 ROOSTER TEES 23-00987 Junior Police 1,836.13	460
60366 08/21/23 TREASO95 TREASURER, STATE OF NJ 23-01088 Board of Public Utilities 3,000.00	460
60367 08/21/23 TROPIO05 TROPICANA CASINO & RESORT 23-00902 NJLOM Hotel Recreation 384.00	460
60368 08/21/23 ULINE005 ULINE, INC 23-00995 JANITOR SUPPLIES 440.14	460
60369 08/21/23 VERNO120 VERNON TWP BOARD OF EDUCATION 23-01093 Aug Current Expenses & Debt 23 2,296,085.00	460

Check # Check Date Vendor				Reconciled/Void Ref Num			
PO # Descr	ription			Amount Paid	Contract		
10-001 60370 08/21/23 23-01017 AUGUS				tinued 2,046.42	460		
Checking Account Di	Totals Checks: rect Deposit: Total:	Paid 60 0 60	Void 1 0 1	Amount Paid 2,435,247.64 0.00 2,435,247.64	Amount Void 0.00 0.00 0.00	=	
Report Totals	Checks: rect Deposit: _ Total:	Paid 60 0 60	Void 1 0 1	Amount Paid 2,435,247.64 0.00 2,435,247.64	Amount Void 0.00 0.00 0.00		

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total	
CURRENT FUND	2-01	3,000.00	0.00	0.00	3,000.00	
CURRENT FUND	3-01	2,419,774.07	90.00	30.00	2,419,894.07	
CAPITAL FUND	C-04	7,158.50	0.00	0.00	7,158.50	
GRANT FUND	G-02	3,877.00	0.00	0.00	3,877.00	
OTHER TRUST	T-14	1,318.07	0.00	0.00	1,318.07	
Т	otal Of All Funds:	2,435,127.64	90.00	30.00	2,435,247.64	

Action Data Services 0577 Township of Vernon	Pa	ayroll Summary		Page: 1	
Run: 05772315 Pay Date: Tuesday 8/	15/23 Pay	Period: 15 Type:	Regular Schedule:	1	
Taxable Wages		Current	Qtr To Date	Year To Date	
Federal Income		403,871.94	1,077,545.03	5,119,777.18	
FICA - Social Security		428,474.68			
FICA - Medicare		435,523.56	1,173,688.83	5,638,315.74	
State Income		459,180.64	1,245,956.30	6,003,208.92	
State Unemployment		109,101.05			
State FLI / DIS		445,760.34	1,225,669.79	5,921,671.73	
	Amount	- Your Account W	Vill Be Debited:	187,125.44	
	Amount	· · · · · · · · · · · · · · · · · · ·	Employee Share	Total	ADS
Federal Taxes					
Federal Income Tax			64,252.93	64,252.93	*
Social Security 6.200% /	6.200%	26,565.49	26,565.49	53,130.98	*
Medicare 1.450% /		6,315.06		12,630.12	*
Total Federal Taxes		32,880.55		130,014.03	
NJ State Taxes					
NJ State Income Tax			22,239.07	22,239.07	*
	0.425%		463.76	463.76	*
	0.060%		266.19	266.19	*
Total NJ State Taxes			22,969.02	22,969.02	
Public Employees Retirement Syst	em				
PERS Pension			12,734.34	12,734.34	*
PERS Back Deduction			136.62	136.62	*
PERS Pension Loan			3,228.60	3,228.60	*
PERS Pension Arrears			57.20	57.20	*
PERS Contributory Insurance			848.98	848.98	*
Total PERS Pension			17,005.74	17,005.74	
Police And Firemans Retirement S	vstem				
P&F Pension	<i>3</i>		14,031.73	14,031.73	*
P&F Pension Loan			3,104.92	3,104.92	*
Total P&F Pension			17,136.65	17,136.65	
10002 2 00 1 0000					
DCRP Contribution					
DCRP Contribution		229.34	311.43	540.77	
Total DCRP Contribution		229.34	311.43	540.77	
Agency / Deductions					
Child Support			353.17	353.17	
Aflac Post Tax			201.22	201.22	
Trans Wo			510.00	510.00	
POL/FIRE			49.17	49.17	
Dues AFSCME D			464.60	464.60	
Dues UAW			345.60	345.60	
Valic 457			3,837.50	3,837.50	
Lincoln 457			600.00	600.00	
Dues PBA			700.00	700.00	
AFLAC Pre Tax			537.36	537.36	
FSA Dependent Care			195.00	195.00	
Medical Pre Tax			22,361.81	22,361.81	
FSA Medical			562.91	562.91	
Total Agency / Deductions			30,718.34	30,718.34	

Action Data Services

Payroll Summary

Page: 2

0577 Township of Vernon
Run: 05772315 Pay Date: Tuesday 8/15/23 Pay Period: 15 Type: Regular Schedule: 1

Run: 05772315 Pay Date: Tuesday 8/15/23 Paj	y Period: 15 Type: I	Regular Schedule:	1	
	Employer Share	Employee Share	Total	AD:
Net Pay				
Net Checks		41,597.08	41,597.08	
Net Deposits Checking		222,595.58	222,595.58	
Net Deposits Savings		1,779.68	1,779.68	
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		273,592.34	273,592.34	
Grand Totals				
Taxes, Pension, Agency, & Net Pay	33,109.89	458,867.00	491,976.89	
·				
Payroll Funding		458,867.00		
Gross Payroll	33,109.89	458,867.00	491,976.89	
Total Payroll Funding	33,109.89	438,887.00	491,970.09	
Fross Earnings				
Regular		335,319.56	335,319.56	
Overtime		33,332.10	33,332.10	
Retro		120.13-	120.13-	
Rec Sec		75.00	75.00	
Sgnt Pay		318.55	318.55	
Sgnt Overtime		133.56	133.56	
Comp Payment		10,829.58	10,829.58	
Benefit		1,528.46	1,528.46	
Longevity		4,773.61	4,773.61	
		525.00	525.00	
On Call		441.18	441.18	
Double Time		562.46	562.46	
Dispatch Lunch		15,000.00	15,000.00	
Sick Payout		· ·		
PS Payout		2,953.52	2,953.52	
VC Payout		32,816.92	32,816.92	
Outside		16,478.24	16,478.24	
Wed Pay		150.00	150.00	
Health Care Stipend		2,218.40	2,218.40	
Stipend		104.17	104.17	
Cell Phone		250.00	250.00	
Workers Compensation		1,176.82	1,176.82	
Total Gross Earnings		458,867.00	458,867.00	
Taxable / Non Taxable / Other				
Taxable / Non Taxable / Other  Group Life		1,490.46	1,490.46	
Total Txbl/Non Taxable/Other		1,490.46	1,490.46	
De de abi en a Commana				
Deductions Summary	20 000 FF	120,102.50	152,983.05	
Total Taxes	32,880.55		34,142.39	
Total Pension	000 04	34,142.39		
Total DCRP	229.34	311.43	540.77	
Total Agency		30,718.34	30,718.34	
Total Deductions	33,109.89	185,274.66	218,384.55	
				_

#### TOWNSHIP OF VERNON

#### **RESOLUTION #23-219**

## RESOLUTION REJECTING CERTAIN RESPONSES TO COMPETITIVE CONTRACT CC# 5-2023 FOR EMS SERVICES TOWNSHIP OF VERNON

WHEREAS the Township of Vernon received proposals for EMS services, CC# 5-2023 on August 15, 2023, at 10:00 a.m. in a fair and open manner (N.J.S.A. 19:44A-20.5) and in accord with the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1 et. Seq.,); and WHEREAS the Township received two (2) proposals, one (1) of which, failed to adequately disclose ownership disclosure statements, and not in compliance with N.J.S.A. 52:25-24.2, which demands a non-corporate owner is disclosed of the company to wit:

St. Clares Health

;and

WHEREAS, the New Jersey Local Public Contracts Law at N.J.S.A. 40A:11-23.2c, makes the lack of providing a valid statement of ownership, a fatal defect, and a mandatory rejection of responses; and

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Vernon, County of Sussex, State of New Jersey, that the submittal in response to CC# 5-2023 EMS Services submitted by St. Clares Health, is hereby rejected under N.J.S.A. 40A:11-23.2c for failure to comply with N.J.S.A. 52:25-24.2.

#### 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 August 28, 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						

#### TOWNSHIPSHIP OF VERNON

#### **RESOLUTION #23-220**

# Resolution Awarding CC# 5-2023 To Atlantic Ambulance Corporation in a Fair and Open Award for EMS Services

**WHEREAS**, there is a need for EMS Services as per CC# 5-2023 in the Township of Vernon procured as a competitive contract, authorized by resolution R#23-156; and

**WHEREAS**, the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1et seq.) allows the use of competitive contracts and approved by Council resolution; and

**WHEREAS**, the Township duly advertised for public receipt of competitive contracts providing the required 20 days prior to receipt for CC# 5-2023 in a fair and open manner, consistent with N.J.S.A.19:44A-20.5 et. Seq., and

**WHEREAS**, the Township of Vernon received competitive contracts from two (2) firms on August 15, 2023; and

WHEREAS, the rating committee has reviewed the submittals and rated according to the direction under competitive contracts as required within N.JA.C. 5:34-4 et. Seq.; and

**WHEREAS**, Atlantic Ambulance Corporation, 475 South Street, Morristown, NJ 07960, has provided the response most advantageous to the Township of Vernon under the demands of price and other factors found within statute; and

**WHEREAS**, the process was administered as require by law by the Qualified Purchasing Agent who has concurred with the legality of the purchase in accord with the New Jersey Local Publics Contract Law (N.J.S.A. 40A:11-1 et seq.); and

**WHEREAS**, the term of contract is allowable for up to five (5) as authorized under N.J.S.A.40A:11-4.1 et. Seq.

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

- 1. The contract for CC# 5-2023 EMS Services is hereby awarded to Atlantic Ambulance Corporation, 475 South Street, Morristown, NJ 07960 for a period of five (5) year as per the tenets contained within CC#5-2023.
- 2. The Mayor is authorized and directed to execute a contract with Atlantic Ambulance Corporation, 475 South Street, Morristown, NJ 07960.

## **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 August 28, 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						

THIS AGREEMENT made and entered into this day of

**BETWEEN:** 

#### TOWNSHIP OF VERNON,

a municipal corporation of the State of New Jersey, with offices located at the Municipal Building, 21 Church Street, Vernon, N.J. 07462, party of the first part, and hereinafter designated as the "TOWNSHIP", and:

Atlantic Ambulance Corporation, 475 South Street, Morristown, NJ 07960,

WHEREAS, the TOWNSHIP duly advertised for quotes for furnishing the following:

#### CC# 5-2023 EMS Services

WHEREAS, the Mayor and TOWNSHIP Council have accepted the proposal of the contractor and authorized the execution of this Agreement as cited below.

NOW THEREFORE THE CONTRACTOR AND THE TOWNSHIP, in consideration of the mutual covenants herein, DO HEREBY AGREE AND CONTRACT as follows:

1. The Contractor shall and will provide all materials and perform all work required to complete all work in accordance with the Specifications and Contract Documents cited above to provide the following:

#### **Competitive Contract 5-2023**

The above documents, supplements and addenda are incorporated by reference and made a part of this contract. All documents are intended to supplement each other and together constitute a complete set of Specifications.

- 2. The Contractor declares and agrees that he will be responsible for the full performance and completion of all work to be done under this contract and by the execution hereof admits that he has carefully informed himself respect all conditions at the site and pertaining to the work to be done. All work shall be done in a workmanlike manner and in accordance with all applicable laws and regulations.
- 3. The TOWNSHIP will pay by Voucher and the Contractor will accept in full payment and consideration for performance of the Contractor's obligations hereunder:

#### Proposal as per submittal 5-2023

#### For a term of five (5) years from the date of resolution of award

- 4. All increases in labor rates and material costs that may develop during the performance of the work contemplated by this contract shall be assumed by the Contractor.
- 5. It is expressly understood that the parties hereof that this contract includes where applicable, the tenets, general conditions and legal requirements as complete within proposal, as the source of the scope of work and measures of successful performance of the contract.
- 6. In addition to all other remedies and relief provided by other contract documents, including the Specifications, the Contract shall indemnify, hold and save harmless the Owner, its agents and all representatives thereof, from and against all loss, injury, cause of action, damage and liability to person or property in whatever form and will forever defend in the name of and on behalf of the Owner every suit or cause of action, even if groundless, seeking to enforce any such loss, injury, cause of action, damages and liability to person and property by reason of, arising out of, or in connection with this contract or contract documents, or the failure or neglect or conditions, the aforesaid being in addition to any other right or remedy which the Owner may have against the contractor in law or equity or otherwise.
- 7. The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary not-withstanding, or regardless of any matter, thing, contingency or conditions, unforeseen, or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, and the failure of the Owner to insist upon strict performance of any terms, covenants, agreements, provisions or conditions in this contractor in the contract documents, in any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any such terms,

covenants, agreements, provisions and conditions, the same shall be the remain in full force and effect with power and authority on the part of the Owner to enforce the same or cause the same to be enforced at any time, without prejudice to the other rights which the Owner may have against the Contractor under this contract or the contract documents.

- 8. This contract shall inure to the benefit of and be binding to the parties hereto, their respective heirs, executors, administrators, successors and assigns, but it is expressly understood, covenanted, and agreed that this contract shall not be assigned, sold, subcontracted, pledged, mortgaged or set over the Contractor to any person, firm, corporation or association, except upon the expressed written consent of the Owner.
- 9. During the performance of this contract the Contractor agrees that he will fully comply with the Affirmative Action Requirements as outlined in the Specifications annexed to and incorporated in full in this contract document (P.L. 1975, c.127.).

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its Mayor, attest by its Clerk and its official seal to be hereto affixed, and the said party of the second part has hereunto set his hand and seal or caused these presents to be signed by its proper officers and its corporate seal to be hereto affixed, the day and year first above written.

ATTEST:	TOWNSHIP OF VERNON
ATTEST:	VENDOR NAME

#### TOWNSHIP OF VERNON

#### **RESOLUTION #23-221**

# AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS NORTHEAST COMMUNICATIONS, STATE CONTRACTS 83898

WHEREAS, the New Jersey Local Publics Contract Law N.J.S.A.40A:11-12, authorizes the Township of Vernon by resolution, and without advertising for bids or obtaining quotations, purchase any goods or services under the State Contract; and

WHEREAS, the Township has the need on a timely basis to purchase goods and services utilizing State contracts; and

WHEREAS, the Township intends to enter into contracts with Northeast Communications under State Contract 83898, for fire department communications improvement in the amount of \$115,000.00; and

WHEREAS, the Chief Financial Officer certifies that funding is available in the amount of \$115,000.00 from line items: C-04-20-012, C-04-21-012, C-04-22-010, and C-04-23-015.

NOW THEREFORE BE IT RESOLVED, that the Township Council of the Township of Vernon, authorizes the Mayor to enter into a contract with Northeast Communications under State Contract 83898, for Fire Department emergency communications improvement in the amount of \$115,000.00.

#### Certification of Funds

Account: C-04-20-012 Capital Ordinance 20-12 Various Improvements C-04-21-012 Bond Ordinance 21-12 Various Improvements C-04-22-010 Bond Ordinance 22-10 Various Improvements

C-04-23-015 Bond Ordinance 23-15 Various Improvements

Amount: \$115,000.00

CMFO Signature:

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 August 28, 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 #23-222**

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

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

#### GENERAL ACCOUNT # 639403719:

3071	9/15/2021	Suhey Hidalgo Peguero	\$100.00	
	TOTAL		\$100.00	

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

#### **CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on August 28, 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						



## MUNICIPAL COURT OF THE TOWNSHIP OF VERNON

21 CHURCH STREET, VERNON, NEW JERSEY 07462 TELEPHONE (973) 764-4737 FASCIMILE (973) 764-4761

Peter Laemers, J.M.C Judge

Rachael Nestel Deputy Court Administrator

dca@vernontwp.com

Lindsay Palmisano Certified Municipal Court Administrator

courtadmin@vernontwp.com

Requesting a resolution for cancellation of outstanding check(s) over six months old.

The following check(s) are over six months old which remain outstanding from the Municipal Court Bail Bank Account and are to be escheated to the Township per court rule.

Check Number Date written To whom Amount
3071 09/15/2021 Suhey Hidalgo Peguero \$100.00

TOTAL:

Please advise me when a resolution is accepted and finalized.

Thank You,

Lindsay Palmisano, CMCA

**Certified Municipal Court Administrator** 

#### TOWNSHIP OF VERNON

#### **RESOLUTION #23-223**

### AUTHORIZING CONTRACT WITH CERTAIN APPROVED STATE CONTRACT VENDOR, RICOH, UNDER NJ STATE CONTRACT M2075

WHEREAS, as provided for within the New Jersey Local Publics Contract Law (N.J.S.A.40A:11-1 et. Seq.,) the Township of Vernon may by resolution, and without advertising for bids or obtaining quotations, purchase any goods or services under the State Contract; and

WHEREAS, the Township has the need on a timely basis to lease or purchase goods and services utilizing State contracts, to wit business copiers; and

WHEREAS, the Township intends to enter into a lease contract including full-service parts/labor agreement with Electronic Office Systems 330 Fairfield Rd., Fairfield, N.J. 07004 under New Jersey State Contract M2075, Ricoh Business Machines for a Ricoh MP W6700SP Wide Format Printer applicable to all the conditions to current State contracts.

WHEREAS, the Chief Financial Officer certifies that funding is available in the amount of \$428.56/month from line-item 3-01-20-100-20 and subject to adoption of 2024-2028 budgets.

NOW THEREFORE BE IT RESOLVED, that the Township Council of the Township of Vernon, authorizes the Qualified Purchasing Agent to lease certain goods and services from Electronic Office Systems 330 Fairfield Rd., Fairfield, N.J. 07004, New Jersey State Contract M2075, Ricoh Business Machines for Cooperative Purchasing Partners pursuant to all conditions of the individual State contracts.

#### CERTIFICATION OF FUNDS

Account: 3-01-20-100-20 (2023)

X-01-20-100-20 (2024-2028) Municipal Budgets

Amount: \$428.56/ month

CFO Signature:

Subject to adoption of 2024-2028 Municipal Budgets

#### **CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on August 28, 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						



Proposal : Ricoh MP W6700SP - NJ Start State Contract M2075 Based off NASPO-CO

Prepared exclusively and confidentially for:



Attn: Ms. Irene Mills

Date prepared:

August 21, 2023

Your representatives:

Hugh Gardner
Technology Consultant

C: (973) 865-5408 hgardner@eosnj.com







Electronic Office Systems 330 Fairfield Road Fairfield NJ 07004 (973) 808-0100 (973) 882-2882 FAX\_ www.eosni.com



## **OUR STORY**

Electronic Office Systems, incorporated since 1983, is headquartered with warehousing, distribution, and service management in Fairfield, New Jersey. We are a privately owned company that sells/leases, implements and supports the following technologies: Digital Laser Copier MFPs, Fax/ Network Fax, Document Scanners, Laser Printers, Document Imaging/Content Management Systems, Engineering Copiers/Plotters/Scanners, Color Printers and Network Infrastructure. We currently care for over 4,000 commercial businesses and associations in New Jersey and the New York metro area.

We have been awarded as one of forty national companies in our Industry with the prestigious J.D. Powers Award for providing our customers Superior Customer Service and Value. This is only one of many awards EOS regularly receives for our attention to quality customer care.

#### Our Business is Improving Yours

At Electronic Office Systems we make it our business to help clients achieve their goals in the most cost effective and efficient ways by leveraging our expertise, processes and technologies to create the best solution.

#### Our Success is Measured by Your Success

We have three core competencies:

- 1) Breadth of commercial office equipment such as: copiers, faxes, laser printers, color, scanners, wide format architectural and engineering multi-function equipment and shredders
- 2) Our Document Management systems and network infrastructure group
- 3) Service for all we sell and support, and supplies for all brands.

Dedicated customer supply, service and accounting professionals are assigned to your account for immediate and on going needs.

## Just a Few Electronic Office Equipment Unique Advantages

- Seven Year Product Performance Guarantee
- Award-Winning Service Department
- Manufacturer Factory-Authorized Sales & Service
- Discounted Pricing

- Consultative Application Selling
- Multiple Brand Offerings
- Live Phone Operators
- Many Financing Programs





## Electronic Office Systems 330 Fairfield Road Fairfield, NJ 07004

Phone: (973) 808-0100 Fax: (973) 882-2882 Service: (973) 575-5533 Website: www.eosnj.com

Email: eoscorporate@eosnj.com

Owner/President
Chief Financial Officer
VP of Service & IT
VP of Sales
Operations Manager
Supplies Supervisor
Accounting Supervisor
Maintenance Agreement Supervisor

Andrew Ritschel
Nick Maimone
John Learn
Valerie Cerciello
Dana DeMaio
Debi Gerold
Debbie Perkins
Cheryl DiOrio

aritschel@eosnj.com
nmaimone@eosnj.com
jlearn@eosnj.com
vcerciello@eosnj.com
ddemaio@eosnj.com
dgerold@eosnj.com
dperkins@eosnj.com
cdiorio@eosnj.com



## Recommendation: Ricoh MP W6700SP Wide Format MFP

#### **Key Features**

\*Dual Roll

\*6 "D" Outputs Per Minute

\*Large Easy to Use Touch Display

\*50 Sheet Auto Stacker

\*Network and Remote Printing

\*Large Toner Supply

\*Full Color Scanning

\*Scan to: File/Folder/FTP/USB

\*500 Foot Paper Roll Acceptance

\* No Waste Containers

\* Reprint Jobs from Display

\* Collation

\* Help Videos

\* Color Correction

\* Anti Skewing

\* 600 x 600 dpi Output

Configuration	Retail Price	NASPO Contract Price
• 1 - Ricoh MP W6700SP Wide Format MFP Dual Rol	\$26,385.00	\$14,765.05
• 1 - Ricoh Roll Holder Unit	\$195.00	\$122.85
1 - Ricoh Multistacker	\$2,419.00	\$1,523.97
1 - Ricoh Original Tray	\$869.00	\$547.47
• 1 - IEEE802.11A/G Interface Unit	\$965.00	\$607.95
• 1 - Print Copy Tool Option	\$1,439.00	\$877.79
• 1 - Setup Toners, Roll of Paper	\$293.00	\$293.00
• 1 - Delivery and User Training	\$550.00	\$0
3 - Hours of IT Connection Assistance	\$756.00	\$225.00
Total Retail Price	\$33,871.00	\$18,963.08
NASPO-CO Pricing for the NJ START State of		
New Jersey M2075 Contract	\$16,352.75	

<sup>\*</sup>The above pricing includes the pickup and proper environmental disposal of your old analog Xerox wide format unit.\*





## **Proposed Investment Option:**

- 1 Ricoh MP W6700SP Wide Format MFP
- 1 Delivery, Installation, and User Training
- 3 Hours of IT Connection Assistance

**60 Month FMV Lease Option** 

\$300.56/Month

60 Month \$1 Buyout Lease Option

\$320.19/Month

## \*Full Service: Parts/Labor Agreement\*

Includes: Up to 2,000 Square Feet Per Month (1 "D" equals 6 square feet)

Excludes: Paper and Toner

\$128/Month

Overage to be billed quarterly at \$0.0402

#### 7-year performance guarantee

\*Please allow 4-8 weeks from order placement for delivery and installation\*

Service Payment may be combined in Lease Payment



# RICOH

31050 (2017)

APPLICATION NO.

AGREEMENT NO.



#### State & Local Government Dealer Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092 Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"). CUSTOMER INFORMATION STREET ADDRESS FULL LEGAL NAME 764-405.5 PHONE CITY BILLING NAME (IF DIFFERENT FROM ABOVE) BILLING STREET ADDRESS STATE ZIP E-MAIL CITY EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) SUPPLIER INFORMATION STREET ADDRESS FULL LEGAL NAME FAX PHONE 7IP STATE CITY **EQUIPMENT DESCRIPTION** SERIAL NO. MAKE/MODEL/ACCESSORIES W6700SP WIDE FORMAT MFP together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. ☐ See attached Schedule A TERM AND PAYMENT INFORMATION \*plus applicable taxes If you are exempt from sales tax, attach your certificate. Payments\* of \$ 428. 5 The payment ("Payment") period is monthly unless otherwise indicated. END OF TERM OPTIONS You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default, non-appropriation or nonrenewal under this Agreement, as applicable, has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use. If the selected purchase option for this Agreement is \$1.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement. Customer's initials ☑ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. ☐ Purchase all of the Equipment for \$1.00. Customer's Initials LESSOR ACCEPTANCE **U.S. Bank Equipment Finance** DATED TITLE SIGNATURE LESSOR CUSTOMER ACCEPTANCE BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGES 2 AND 3 ATTACHED HERETO. TITLE DATED SIGNATURE CUSTOMER (as referenced above) PRINT NAME FEDERAL TAX I.D. # DELIVERY & ACCEPTANCE CERTIFICATE You certify and acknowledge that as of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default). ACCEPTANCE DATE TITLE SIGNATURE CUSTOMER (as referenced above) Rev 04/26/2021

Page 1 of 3

#### TERMS AND CONDITIONS (Continued on Page 3)

- 1. AGREEMENT: You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain In full force and effect to the fullest extent permitted by law.
- 2. REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for your essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.
- 3. INITIAL TERM AND RENEWAL TERM(S): The term of this Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate this Agreement under paragraph 6 as of the end of any fiscal year, this Agreement will be deemed automatically renewed for the next succeeding renewal term. An election by you to terminate this Agreement under paragraph 6 is not a default. Notwithstanding anything herein to the contrary, if we cancel this Agreement following a default by you, we may require that you pay the unpaid balance of Payments under this Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.
- 4. SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under this Agreement, such Supplement, as it incorporates the terms and conditions of this Agreement, shall be a separate financing distinct from this Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to this Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in this Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.
- 5. OWNERSHIP; PAYMENTS; TAXES AND FEES: Except as expressly stated herein, we own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. Subject to paragraph 6, you will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.
- 6. NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.
- 7. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) In good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims other than fiens and claims under this Agreement; and (iii) at your address shown on page 1 of this Agreement, and you agree not to move the Equipment unless we agree in writing. To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) to show our interest.
- 8. INSURANCE; COLLATERAL PROTECTION; RISK OF LOSS; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. As between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willfull misconduct. You are responsible for any loss, theft, destruction or damage to the Equipment ("L



PRINTED NAME

## SALES ORDER





DATE

		MEM SOTOTIONS.				,		
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PRINTED NAME

#### SALES ORDER TERMS AND CONDITIONS

This agreement is between Electronic Office Systems Incorporated of Fairfield, NJ, as indicated on the reverse side (hereinafter "Electronic Office Systems") and the customer indicated on the reverse side (hereinafter "Purchaser"). Electronic Office Systems and Purchaser agree to the following terms and conditions:

- 1 This Agreement shall not be binding upon Electronic Office Systems until signed on the reverse side by an Electronic Office Systems officer.
- 2 All orders are net cash upon delivery unless leased or otherwise indicated. Any amounts not paid upon delivery shall be subject to a finance charge of 1.5% per month (18% per annum) on any balance 45 days past due. In the event that this order is canceled before equipment is delivered, Electronic Office Systems will charge a 20% restocking fee on the equipment's MSRP Value.
- 3 Time is of the essence in this contract, and the parties hereto agree that a waiver by Electronic Office Systems of any default, or the acceptance by Electronic Office Systems of any payment required hereunder after the payment is due, shall not constitute a waiver of this or any other provision of this contract. Upon default by purchaser, Electronic Office Systems may at its option without notice or demand upon Purchaser declare the entire unpaid balance owed hereunder immediately due and payable.
- 4 Title to delivered equipment, supplies, and other items shall not pass to Purchaser until all applicable charges have been paid by Purchaser.
- 5 Notwithstanding anything herein to the contrary, Purchaser agrees to bear all risk of theft, loss, or damage, with respect to all equipment, supplies, or other items after delivery to purchaser.
- 6 Notwithstanding anything herein to the contrary, Purchaser hereby grants Electronic Office Systems a purchase money security interest in all equipment, supplies or other items purchased hereunder by Purchaser, and Purchaser further agrees to sign any and all additional documents deemed necessary by Electronic Office Systems to perfect such security interest.
- 7 In the event of any default by Purchaser in the payment of any obligation owned by Purchaser to Electronic Office Systems, Purchaser agrees to pay Electronic Office Systems all costs and expenses of collection, repossession, or both, including reasonable attorney's fees.
- 8 Electronic Office Systems shall not be obligated by any agreement or promise made orally or in writing by or between the Purchaser and any Electronic Office Systems representatives unless such agreement appears on this sales order and agreement form. All negotiations and written and oral representations are hereby merged into this, the final agreement, which represents the final and complete intentions of the parties.
- 9 Electronic Office Systems shall not be liable for failure to deliver, due to delays occasioned by causes beyond the control of Electronic Office Systems, including without limitation, strikes, delays by shippers or common carriers, accidents, governmental acts, or acts of God.
- 10 OTHER THAN THE GUARANTEES EXPRESSLY, ACCEPTED BY PURCHASER ON THE REVERSE SIDE OF THIS DOCUMENT, ELECTRONIC OFFICE SYSTEMS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ELECTRONIC OFFICE SYSTEMS BE LIABLE FOR ANY CONSEQUANTIAL DAMAGES OR LOSS OF PROFITS ALLEGEDLY RESULTING FROM THE BREACH OF ANY WARRANTY OR GUARANTEE, OR ANY OTHER ALLEGED BREACH.
- 11 This is a binding contract, not a sale on approval or trial basis. This Agreement may not be cancelled or modified without the prior written consent of Electronic Office Systems.
- 12 CONFIDENTIALITY CLAUSE. Dealer recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. Dealer agrees to use its best efforts to treat Customer Information on a confidential basis. Dealer agrees not to disclose any Customer Information to any person, firm, or corporation that does not have a need to know said information.



## Wide Format Engineering Equipment Maintenance Agreement

330 Fairfield Road Fairfield, NJ 07004-2402

Phone:(973) 808-0100 Fax:(973) 882-2882

CUSTOMER & EQUIPMENT INFORMATION CUSTOMER #:	
CUSTOMER NAME: TOWNSHIP OF VERNON CONTACT NAME: TRENE MILLS	
EQUIPMENT ADDRESS: 21 CHURCH STREET CONTACT TITLE: ADMIN ASSISTANT	
CITY: VERNON BLDG: E-MAIL ADDRESS:	
STATE/ZIP: NJ 07462 KEY OPERATOR: IRENE MILLS	
DEPARTMENT: FAX # :	
EOS ID# MAKE: RICOH MODEL: MP W67005P SERIAL #:	
CURRENT METER	
AGREEMENT TERM  BLACK & WHITE COLOR	
INCLUDES MONTHLY  START DATE: BLACK & WHITE 2.000 127 COLOR	
START DATE: BLACK & WHITE COLOR COLOR TERM OVERAGES BILLED AT	
EXPIRATION DATE: END OF LEASE BLACK & WHITE 0.0402 COLOR	
RECONCILED (PLEASE CHECK ONE BELOW)	
☐ YEARLY; ☐ SEMI-ANNUALLY; ← QUARTERLY; OR ☐ MONTHL	
INSPECTION OF EQUIPMENT IS WAIVED; COMPLETED; REQUIRED; NEW INSTALL	
COVERAGE INFORMATION  INVOICED: (PLEASE CHECK ONE BELOW)	
A)AGREEMENT PRICE: \$ 128.00 PLUSTAX B) YEARLY; SEMI-ANNUALLY; QUARTERLY; OR MON	THLY
C) BILLING INFORMATION: Payment schedule per year of coverage: Included in Lease; Customer Invoiced	
D) PAYMENT TERMS ARE DUE UPON RECEIPT OF INVOICE #	
(Price and terms are based on normal use of equipment within manufacturers' ratings and specifications)	
DELUXE COVERAGE includes all labor to resolve routine repair calls, cleanings and necessary preventive laser/toner base maintenance cycles, all parts including: rollers, fuser rollers, and drums. Excluded items are: "supply items" such as disp	osal
tanks, developer, toner, ink, print heads, maintenance cartridges and cutting blades. This agreement also excludes: Cabi	ing,
non-QEM print servers, workstations, hubs, bridges, routers, NOS software and application softwares. INCIDENTAL SUP	PLIES
SUCH AS: TONER, INK, AND PAPER ARE NOT INCLUDED.	
Supply Shipping Charges: Bill when shipped; Bill Mthly in Lease; B&W Units \$9.00/Mth; Color Units \$12.00	Mth
Comments: Any additional units, supply shipping billed each at 50% of comments:	st
PLEASE complete all blank information below, SIGN & RETURN. Include PAYMENT if required	
Coverage will be AUTOMATICALLY RENEWED and subject to an increase based on manufacturer escalations and	
equipment usage, unless customer or Electronic Office Systems provides a 30 days written notice of contract	
cancellation. This agreement does not take effect until agreement is signed by an EOS Officer	
CUSTOMER SIGNATURE: DATE:	
SIGNATURE NAME PRINTED: TITLE:	
SYSTEMS CONSULTANT: DATE:	
EOS OFFICER: DATE:	

## MAINTENANCE AGREEMENT TERMS & CONDITIONS

- 1. Electronic Office Systems ("EOS") will render service during regular business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday, excluding weekends and holidays. Contract service calls will only be made at the equipment address specified on the reverse side of this Agreement providing that the customer maintains a current account balance with EOS. Overhauls, "key operator" error, poor paper quality issues, misuse, abuse, negligence, vandalism, theft, fire, flood and acts of God are considered non-covered situations for the purpose of this Agreement. Electronic Office System's technical department must approve all physical equipment movement or relocation or this contract will be null and void.
- 2. If the customer allows the use of any unauthorized parts, non EOS/Manufacturer's sanctioned supplies, components, modification or personnel to effect repairs or changes to the covered equipment, Electronic Office Systems can make this Agreement null and void. Consumables are determined by Electronic Office Systems. The customer is required to purchase any items required for the proper operation of equipment covered under maintenance from EOS.
- 3. The cost of this Agreement is based on the Customer's initial annual output volume or estimated volumn, age of equipment and equipment attachments, agreed to by the customer and EOS. If the expiration of this Agreement occurs by meter read, where applicable, prior to the stated expiration date, EOS will invoice the new adjusted volume or create a new contract. The cost of the Service Agreement is calculated using EOS rate sheets which are based on model, age, volume category and output volume. The Customer is obligated to pay all charges incurred for service for the full term of this Agreement. Toner included contracts are priced based on manufacturer's recommended yield(s). Contracts using more usage than manufacturers yield(s) will have their toner allotment limited to an amount that equals the manufacturers recommended yield.
- 4. Agreements not paid within thirty (30) days of due date will be considered to be in default. At that time the customer is responsible for any service and supplies provided during that time frame. Contract reinstatement will commence upon receipt of payment. If the Customer fails to pay any amounts due, the Customer agrees to reimburse EOS for all costs and expenses of collection, including attorney's fees not to exceed 25% of the amount due hereunder. This signed Agreement must be returned by the Customer. Payment in full or the first installment as part of a termed finance plan is due upon receipt of this document. Payment of this contract will be seen as an agreement to the terms and conditions of the contract even if the contract is not signed or returned.
- 5. The Customer agrees to make available to EOS a "key operator" to be trained how to properly use the equipment so they may also show other employees. The Customer also agrees to notify EOS of any change in "key operator" assignment. It is the "key operator's" responsibility to insure that an adequate supply of inventory is maintained for the proper function and performance of the covered equipment.
- 6. The Customer must provide and maintain a suitable environment and adequate space for the equipment as specified by the manufacturer's recommendations. This includes, but is not limited to, proper power, needed ventilation, proper temperature range, level floors, and free from excessive dust, dirt or chemical fumes.
- 7. If the Service Agreement payments are to be submitted pursuant to a finance program, and the Service Agreement expires by meter reading prior to all payments under the finance program having been made, the customer is still required and obligated to pay all remaining installments due. This condition shall also apply in the event that the Customer removes or replaces the covered unit prior to all installments having been paid.
- 8. Automatic Agreement renewals may be subject to an increase between 5% and 15%, based on manufacturer's price escalations, equipment usage and the equipment's environment.

#### TOWNSHIP OF VERNON

#### **RESOLUTION #23-224**

# RESOLUTION AUTHORIZING LEASING OF CERTAIN VEHICLES FOR THE DEPARTMENT OF POLICE THROUGH SOURCEWELL NATIONAL COOPERATIVE #060618-EFM THROUGH ENTERPRISE FLEET MANAGEMENT SERVICES INC. (Quote No. 7403692- 1 x Silver Zynith)

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

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

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

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

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

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

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

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

**WHEREAS**, the quoted cost under the Sourcewell National contract is \$47,568.00 (Quote No. 7403692); and

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

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

#### **CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of V	ernon at
their Regular Meeting held on August 28, 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						



### **Open-End (Equity) Lease Rate Quote**

Quote No: 7403692

Date 08/10/2023
AE/AM MKC/SSI

Unit#

Year 2023 Make Jeep Model Grand Cherokee

Series Laredo 4dr 4x4

Prepared For: Township Of Vernon

Haw, Jason

Vehicle Order Type In-Stock Term 48 State NJ Customer# 591495

venicle Order Type In-Stock	Jeini 40 State NJ Customer# 331433	
\$ 44,748.00	Capitalized Price of Vehicle 1	All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.
\$ 0.00 *	Sales Tax <u>6.6250%</u> State <u>NJ</u>	
\$ 105.00	Initial License Fee	Order Information
\$ 0.00	Registration Fee	Driver Name
\$ 0.00	Other:Courtesy Delivery Fee	Exterior Color (0 P) Silver Zynith
\$ 0.00 *	Capitalized Price Reduction	Interior Color (0 I) Global Black w/Cloth Seats or Capri Lea
\$ 0.00 *	Tax on Capitalized Price Reduction	Lic. Plate Type Unknown
\$ 0.00	Gain Applied From Prior Unit	GVWR 0
\$ 0.00 *	Tax on Gain On Prior	
\$ 0.00 *	Security Deposit	
\$ 0.00	Tax on Incentive ( Taxable Incentive Total : \$0.00 )	
\$ 44,748.00	Total Capitalized Amount (Delivered Price)	
\$ 738.34	Depreciation Reserve @ 1.6500%	
\$ 252.66	Monthly Lease Charge (Based on Interest Rate - Subject	to a Floor) <sup>2</sup>
\$ 991.00	Total Monthly Rental Excluding Additional Services	
	Additional Fleet Management	
	Master Policy Enrollment Fees	
\$ 0.00	Commercial Automobile Liability Enrollment	
	Liability Limit \$0.00	
\$ 0.00	Physical Damage Management	Comp/Coll Deductible 0 / 0
\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>	OverMileage Charge \$ 0.00 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires <u>0</u> Loaner Vehicle Not Included
\$ 0.00	Additional Services SubTotal	
\$ 0.00	Sales Tax 6.6250%	State NJ
\$ 991.00	Total Monthly Rental Including Additional Services	

Quote based on estimated annual mileage of 20,000

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

(Quote is Subject to Customer's Credit Approval)

\$ 9,307.68

Notes

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

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

Reduced Book Value at 48 Months

Service Charge Due at Lease Termination

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

LESSEE Township Of Vernon

BY TITLE DATE

<sup>\*</sup> INDICATES ITEMS TO BE BILLED ON DELIVERY.

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

<sup>&</sup>lt;sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

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



## Open-End (Equity) Lease Rate Quote

#### Quote No: 7403692

#### **VEHICLE INFORMATION:**

2023 Jeep Grand Cherokee Laredo 4dr 4x4 - US

Series ID: WLJH74
Pricing Summary:

 INVOICE
 MSRP

 Base Vehicle
 \$40,704
 \$41,535.00

 Total Options
 \$2,702.00
 \$2,940.00

 Destination Charge
 \$1,795.00
 \$1,795.00

 Total Price
 \$45,201.00
 \$46,270.00

#### SELECTED COLOR:

Exterior: PSE-(0 P) Silver Zynith

Interior: X7-(0 I) Global Black w/Cloth Seats or Capri Leatherette/Suede Seats

#### SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
23A	Quick Order Package 23A Laredo	NC	NC
AHC2	Hitch & Wiring Harness	\$550.00	\$550.00
AJ	Cloth Seats	STD	STD
ALW	Luxury Tech Group I	\$1,616.00	\$1,795.00
APA	Monotone Paint	STD	STD
DFW	Transmission: 8-Speed Automatic 8HP50	NC	NC
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
JHC	Rain Sensitive Windshield Wipers	Included	Included
JKV	115V Auxiliary Power Outlet	Included	Included
JPM	Heated Front Seats	Included	Included
JRC	Power Liftgate	Included	Included
LA5	Selectable Tire Fill Alert	Included	Included
MDY	Secondary Active Grille Shutters	Included	Included
NAS	50 State Emissions	NC	NC
NHS	Heated Steering Wheel	Included	Included
PSE_01	(0 P) Silver Zynith	\$536.00	\$595.00
RFX	Wireless Charging Pad	Included	Included
SDA	Normal Duty Suspension	STD	STD
TSB	Tires: P245/70R17 BSW A/S	STD	STD
UBR	Radio: Uconnect 5 w/8.4" Display	STD	STD
WF5	Wheels: 17" x 6.5" Fully Painted Aluminum	STD	STD
X7_02	(0 I) Global Black w/Cloth Seats or Capri Leatherette/Suede Seats	NC	NC
XBM	Remote Start System	Included	Included
Z1A	GVWR: 6,050 lbs	STD	STD

#### **CONFIGURED FEATURES:**

**Body Exterior Features:** 

Number Of Doors 4

Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors

Spoiler: rear lip spoiler

Door Handles: body-coloured

Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip

Front Bumper Insert: chrome front bumper insert

Rear Bumper Insert: chrome rear bumper insert

Body Material: galvanized steel/aluminum body material

Roof Rack: rails only

Body Side Cladding: black bodyside cladding

Fender Flares: black fender flares

Grille: chrome grille Convenience Features:

Air Conditioning automatic dual-zone front air conditioning

Air Filter: air filter

Console Ducts: console ducts

Dual Zone Infrared: front dual-zone air conditioning w/infrared

Voice Activated A/C: voice activated air conditioning

Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control w/Stop & Go distance pacing

Trunk/Hatch/Door Remote Release: power cargo access remote release Power Windows: power windows with driver and passenger 1-touch down

1/4 Vent Rear Windows: power rearmost windows

Remote Keyless Entry: keyfob (all doors) remote keyless entry

Illuminated Entry: illuminated entry

Integrated Key Remote: integrated key/remote

Auto Locking: auto-locking doors Passive Entry: proximity key Valet Key: valet function

Trunk FOB Controls: keyfob trunk/hatch/door release

Remote Engine Start: remote start - keyfob and smart device (subscription required) Steering Wheel: heated steering wheel with manual tilting, manual telescoping

Day-Night Rearview Mirror: day-night rearview mirror

Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors

Emergency SOS: emergency communication system

Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage

Glove Box: illuminated locking glove box

Driver Door Bin: driver and passenger door bins

Rear Door Bins: rear door bins

Seatback Storage Pockets: 2 seatback storage pockets IP Storage: covered bin instrument-panel storage

Driver Footrest: driver's footrest

Retained Accessory Power: retained accessory power Power Accessory Outlet: 2 12V DC power outlets AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio SiriusXM AM/FM/Satellite-prep with seek-scan

Radio Data System: radio data system

Voice Activated Radio: voice activated radio

Speed Sensitive Volume: speed-sensitive volume

Steering Wheel Radio Controls: steering-wheel mounted audio controls

Speakers: 6 speakers

Internet Access: 4G LTE Wi-Fi Hot Spot internet access

1st Row LCD: 2 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite LED low/high beam headlamps

Front Wipers: variable intermittent rain detecting wipers speed-sensitive wipers wipers

Rear Window wiper: fixed interval rear window wiper with heating wiper park

Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows

Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights

Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog appearance

Tachometer: tachometer Voltometer: voltmeter Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning Park Distance Control: ParkSense with Stop rear parking sensors

Trip Computer: trip computer
Trip Odometer: trip odometer

Lane Departure Warning: lane departure

Blind Spot Sensor: blind spot

Front Pedestrian Braking: front pedestrian detection Following Distance Indicator: following distance alert

Forward Collision Alert: forward collision Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge Oil Temp Gauge: oil temperature gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Engine Hour Meter: engine hour meter

Clock: in-radio display clock

Systems Monitor: driver information centre Check Control: redundant digital speedometer Rear Vision Camera: rear vision camera Oil Pressure Warning: oil-pressure warning Water Temp Warning: water-temp. warning

Battery Warning: battery warning

Low Coolant Warning: low-coolant warning Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist
Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: compact spare tire

Spare Tire Mount: spare tire mounted inside under cargo

Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag

Knee Airbag: knee airbag

Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Fuel Flap Locking Type: locking fuel flap included with power door locks

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks Ignition Disable: Sentry Key immobilizer Security System: security system

Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints with tilt

AntiWhiplashFrontHeadrests: anti-whiplash front head restraints

Rear Headrest Control: 2 rear head restraints Break Resistant Glass: break resistant glass

#### Seats And Trim:

Seating Capacity max. seating capacity of 5 Front Bucket Seats: front bucket seats

Front Heated Cushion: driver and passenger heated-cushions Front Heated Seatback: driver and passenger heated-seatbacks

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 4-way driver and passenger lumbar support

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

Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt

Fold Flat Passenger Seat: fold flat passenger seat

Front Centre Armrest Storage: front centre armrest with storage Rear Seat Type: rear manual reclining 60-40 split-bench seat Rear Folding Position: rear seat fold-forward seatback Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: vinyl door panel trim Headliner Material: full cloth headliner Floor Covering: full carpet floor covering

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

Overhead Console Insert: piano black overhead console insert

LeatherSteeringWheel: leatherette steering wheel Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space Trunk Lid: plastic trunk lid/rear cargo door Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

#### Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

#### Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

#### TOWNSHIP OF VERNON

#### **RESOLUTION #23-225**

# RESOLUTION AUTHORIZING LEASING OF CERTAIN VEHICLES FOR THE DEPARTMENT OF POLICE THROUGH SOURCEWELL NATIONAL COOPERATIVE #060618-EFM THROUGH ENTERPRISE FLEET MANAGEMENT SERVICES INC. (Quote No. 7413445- 1 x Agate Black)

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

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

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

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

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

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

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

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

**WHEREAS**, the quoted cost under the Sourcewell National contract is \$50,275.68 (Quote No. 7413445); and

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

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

#### **CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at
their Regular Meeting held on August 28, 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						



Prepared For: Township Of Vernon

#### **Open-End (Equity) Lease Rate Quote**

08/11/2023 Date AE/AM MKC/SSI

**Quote No: 7413445** 

Unit#

Year 2023 Make Ford Model Police Interceptor Utility

Series Base All-Wheel Drive

Haw, Jason

Vehicle Order Type In-Stock	Term 48 State NJ Customer# 591495			
\$ 42,441.00	Capitalized Price of Vehicle 1	All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.		
\$ 0.00 *	Sales Tax 6.6250% State NJ	apply to all verticles that are ordered under this signed quote.		
\$ 159.00 *	Initial License Fee	Order Information		
\$ 0.00 *	Registration Fee	Driver Name		
\$ 0.00	Other: (See Page 2)	Exterior Color (0 P) Agate Black		
\$ 0.00	Capitalized Price Reduction	Interior Color (0 I) Charcoal Black w/Unique HD Cloth Front		
\$ 0.00	Tax on Capitalized Price Reduction	Lic. Plate Type Unknown		
\$ 0.00	Gain Applied From Prior Unit	GVWR 0		
\$ 0.00 *	Tax on Gain On Prior			
\$ 0.00 *	Security Deposit			
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )			
\$ 42,441.00	Total Capitalized Amount (Delivered Price)			
\$ 827.60	Depreciation Reserve @ 1.9500%			
\$ 219.81	Monthly Lease Charge (Based on Interest Rate - Subject	to a Floor) <sup>2</sup>		
\$ 1,047.41	Total Monthly Rental Excluding Additional Services			
	Additional Fleet Management			
	Master Policy Enrollment Fees			
\$ 0.00	Commercial Automobile Liability Enrollment			
	Liability Limit \$0.00			
\$ 0.00	Physical Damage Management	Comp/Coll Deductible 0 / 0		
\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>	OverMileage Charge \$0.00 Per Mile		
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires <u>0</u> Loaner Vehicle Not Included		
\$ 0.00	Additional Services SubTotal			
\$ 0.00	Sales Tax <u>6.6250%</u>	State NJ		
\$ 1,047.41	Total Monthly Rental Including Additional Services			
\$ 2,716.20	Reduced Book Value at 48 Months			
\$ 400.00	Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 20,000

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

(Quote is Subject to Customer's Credit Approval)

Notes

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

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

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

#### LESSEE Township Of Vernon

DATE TITLE BY

Page 1 of 6

<sup>\*</sup> INDICATES ITEMS TO BE BILLED ON DELIVERY.

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

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

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



## Open-End (Equity) Lease Rate Quote

Quote No: 7413445

#### **Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	В	\$ 250.00
Courtesy Delivery Fee	С	\$ 0.00
Total Other Charges Billed		\$ 250.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 250.00



## Open-End (Equity) Lease Rate Quote

**Quote No: 7413445** 

#### **VEHICLE INFORMATION:**

2023 Ford Police Interceptor Utility Base All-Wheel Drive - US

Series ID: K8A

**Pricing Summary:** 

 INVOICE
 MSRP

 Base Vehicle
 \$45,750
 \$47,165.00

 Total Options
 \$-1,438.00
 \$-1,530.00

 Destination Charge
 \$1,595.00
 \$1,595.00

 Total Price
 \$45,907.00
 \$47,230.00

#### SELECTED COLOR:

Exterior:

UM-(0 P) Agate Black

Interior:

96-(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

#### SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
17T	Switchable Red/White Lighting in Cargo Area	\$47.00	\$50.00
18D	Global Lock/Unlock Feature	NC	NC
19K	H8 AGM Battery (850 CCA/92-amp)	\$103.00	\$110.00
43D	Dark Car Feature	\$24.00	\$25.00
44U	Transmission: 10-Speed Automatic (44U)	NC	NC
51R	Driver Only LED Spot Lamp (Unity)	\$371.00	\$395.00
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
153	Front License Plate Bracket	NC	NC
425	50 State Emission System	STD	STD
500A	Order Code 500A	NC	NC
549	Heated Sideview Mirrors	\$56.00	\$60.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$320.00	\$340.00
59B	Keyed Alike - 1284x	\$47.00	\$50.00
59W	4G LTE Wi-Fi Hotspot Credit	\$-18.00	\$-20.00
60R	Noise Suppression Bonds (Ground Straps)	\$94.00	\$100.00
61B	OBD-II Split Connector	\$52.00	\$55.00
68G	Rear-Door Controls Inoperable	\$71.00	\$75.00
86T	Tail Lamp/Police Interceptor Housing Only	\$56.00	\$60.00
87R	Rear View Camera	NC	NC
96_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
99B	Engine: 3.3L V6 Direct-Injection (FFV)	\$-2,661.00	\$-2,830.00
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
UM_01	(0 P) Agate Black	NC	NC
VIEW	Electrochromic Rear View Mirror	Included	Included

#### **CONFIGURED FEATURES:**

**Body Exterior Features:** 

Number Of Doors 4

Rear Cargo Door Type: liftgate

Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors

Convex Driver Mirror: convex driver and passenger mirror

Spoiler: rear lip spoiler Door Handles: black

Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip

Front Tow Hooks: 1 front tow hooks

Front License Plate Bracket: front license plate bracket Body Material: galvanized steel/aluminum body material

: class III trailering with harness, hitch

Body Side Cladding: body-coloured bodyside cladding

Grille: black grille
Convenience Features:

Air Conditioning automatic dual-zone front air conditioning

Air Filter: air filter

Cruise Control: cruise control with steering wheel controls

Trunk/Hatch/Door Remote Release: power cargo access remote release Power Windows: power windows with driver and passenger 1-touch down

1/4 Vent Rear Windows: power rearmost windows

Remote Keyless Entry: keyfob (all doors) remote keyless entry

Steering Wheel: steering wheel with manual tilting, manual telescoping

Day-Night Rearview Mirror: day-night rearview mirror

Auto-dimming Rearview Mirror: auto-dimming rearview mirror

Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors

Overhead Console: mini overhead console with storage

Glove Box: locking glove box

Driver Door Bin: driver and passenger door bins

Dashboard Storage: dashboard storage

Driver Footrest: driver's footrest

Retained Accessory Power: retained accessory power Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio AM/FM stereo with seek-scan

Speed Sensitive Volume: speed-sensitive volume

Steering Wheel Radio Controls: steering-wheel mounted audio controls

Speakers: 4 speakers

Internet Access: Fleet Telematics Modem internet access

1st Row LCD: 1 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type projector beam LED low/high beam headlamps Front Wipers: variable intermittent speed-sensitive wipers wipers

Rear Window wiper: fixed interval rear window wiper with heating wiper park

Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows

Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: analog appearance

Tachometer: tachometer

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer
Trip Odometer: trip odometer

Water Temp Gauge: water temp. gauge Engine Hour Meter: engine hour meter

Clock: in-radio display clock

Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning

Battery Warning: battery warning Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Door Ajar Warning: door-ajar warning Trunk Ajar Warning: trunk-ajar warning Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Spare Tire Type: full-size spare tire

Spare Tire Mount: spare tire mounted inside under cargo

Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag

Knee Airbag: knee airbag

Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks

Electronic Stability: electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5 Front Bucket Seats: front bucket seats

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

Reclining Driver Seat: manual reclining driver and passenger seats Driver Lumbar: manual driver and passenger lumbar support

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

Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt

Rear Seat Type: rear 35-30-35 split-bench seat Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: cloth front seat upholstery Rear Seat Material: vinyl rear seat upholstery Headliner Material: full cloth headliner Floor Covering: full vinyl/rubber floor covering

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

Shift Knob Trim: urethane shift knob Interior Accents: metal-look interior accents Cargo Space Trim: carpet cargo space Trunk Lid: plastic trunk lid/rear cargo door

Printed On 08/11/2023 09:18:37 AM Page 5 of 6

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 285-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD

Page 6 of 6

#### TOWNSHIP OF VERNON

#### **RESOLUTION #23-226**

# RESOLUTION AUTHORIZING LEASING OF CERTAIN VEHICLES FOR THE DEPARTMENT OF POLICE THROUGH SOURCEWELL NATIONAL COOPERATIVE #060618-EFM THROUGH ENTERPRISE FLEET MANAGEMENT SERVICES INC. (Quote No. 7413437- 1 x Oxford White)

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

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

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

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

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

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

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

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

**WHEREAS**, the quoted cost under the Sourcewell National contract is \$50,275.68 (Quote No. 7413437); and

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

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

#### **CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at
their Regular Meeting held on August 28, 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						



Prepared For: Township Of Vernon

#### Open-End (Equity) Lease Rate Quote

08/11/2023 Date AE/AM MKC/SSI

Quote No: 7413437

Unit#

¢ 42 444 00

Model Police Interceptor Utility Year 2023 Make Ford

Capitalized Price of Vehicle 1

Series Base All-Wheel Drive

Haw, Jason

State NJ Customer# 591495 Vehicle Order Type In-Stock Term 48

\$ 42	,441.00		Capitalized Price of Vehicle	apply to all vehicles that are ordered under this signed quote.
	\$ 0.00	*	Sales Tax 6.6250% State NJ	apply to all verifices that all of dollars and engine queen
\$	159.00	*	Initial License Fee	Order Information
	\$ 0.00	*	Registration Fee	Driver Name
	\$ 0.00		Other: (See Page 2)	Exterior Color (0 P) Oxford White
	\$ 0.00		Capitalized Price Reduction	Interior Color (0 i) Charcoal Black w/Unique HD Cloth Front
	\$ 0.00		Tax on Capitalized Price Reduction	Lic. Plate Type Unknown
	\$ 0.00		Gain Applied From Prior Unit	GVWR 0
	\$ 0.00	*	Tax on Gain On Prior	
	\$ 0.00	*	Security Deposit	
	\$ 0.00	*	Tax on Incentive ( Taxable Incentive Total : \$0.00 )	
\$ 42	,441.00		Total Capitalized Amount (Delivered Price)	
\$	827.60		Depreciation Reserve @ 1.9500%	
\$	219.81		Monthly Lease Charge (Based on Interest Rate - Subject	to a Floor) <sup>2</sup>
\$ 1	,047.41		<b>Total Monthly Rental Excluding Additional Services</b>	
			Additional Fleet Management	

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

Comp/Coll Deductible \$ 0.00 Physical Damage Management Full Maintenance Program <sup>3</sup> Contract Miles 0 \$ 0.00

OverMileage Charge \$ 0.00 Per Mile

# Tires 0

State NJ

0/0

All language and acknowledgments contained in the signed quote

Incl: # Brake Sets (1 set = 1 Axle) 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal 6.6250% Sales Tax \$ 0.00 **Total Monthly Rental Including Additional Services** \$ 1,047.41 \$ 2,716.20 Reduced Book Value at 48 Months Service Charge Due at Lease Termination \$ 400.00

Quote based on estimated annual mileage of 20,000

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

(Quote is Subject to Customer's Credit Approval)

Notes

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

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

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

#### LESSEE Township Of Vernon

DATE TITLE ΒY

Page 1 of 6

<sup>\*</sup> INDICATES ITEMS TO BE BILLED ON DELIVERY.

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

<sup>&</sup>lt;sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

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



## Open-End (Equity) Lease Rate Quote

Quote No: 7413437

#### **Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	В	\$ 250.00
Courtesy Delivery Fee	С	\$ 0.00
Total Other Charges Billed		\$ 250.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 250.00



## Open-End (Equity) Lease Rate Quote

**Quote No: 7413437** 

#### **VEHICLE INFORMATION:**

2023 Ford Police Interceptor Utility Base All-Wheel Drive - US

Series ID: K8A

**Pricing Summary:** 

 INVOICE
 MSRP

 Base Vehicle
 \$45,750
 \$47,165.00

 Total Options
 \$-1,438.00
 \$-1,530.00

 Destination Charge
 \$1,595.00
 \$1,595.00

 Total Price
 \$45,907.00
 \$47,230.00

#### SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: 96-(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

#### SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
17T	Switchable Red/White Lighting in Cargo Area	\$47.00	\$50.00
18D	Global Lock/Unlock Feature	NC	NC
19K	H8 AGM Battery (850 CCA/92-amp)	\$103.00	\$110.00
43D	Dark Car Feature	\$24.00	\$25.00
44U	Transmission: 10-Speed Automatic (44U)	NC	NC
500A	Order Code 500A	NC	NC
51R	Driver Only LED Spot Lamp (Unity)	\$371.00	\$395.00
549	Heated Sideview Mirrors	\$56.00	\$60.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$320.00	\$340.00
59B	Keyed Alike - 1284x	\$47.00	\$50.00
59W	4G LTE Wi-Fi Hotspot Credit	\$-18.00	\$-20.00
60R	Noise Suppression Bonds (Ground Straps)	\$94.00	\$100.00
61B	OBD-II Split Connector	\$52.00	\$55.00
68G	Rear-Door Controls Inoperable	\$71.00	\$75.00
86T	Tail Lamp/Police Interceptor Housing Only	\$56.00	\$60.00
87R	Rear View Camera	NC	NC
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
425	50 State Emission System	STD	STD
96_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
99B	Engine: 3.3L V6 Direct-Injection (FFV)	\$-2,661.00	\$-2,830.00
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included	included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
VIEW	Electrochromic Rear View Mirror	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

#### **CONFIGURED FEATURES:**

**Body Exterior Features:** 

Number Of Doors 4

Rear Cargo Door Type: liftgate

Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors

Convex Driver Mirror: convex driver and passenger mirror

Spoiler: rear lip spoiler

Door Handles: black

Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip

Front Tow Hooks: 1 front tow hooks

Front License Plate Bracket: front license plate bracket Body Material: galvanized steel/aluminum body material

: class III trailering with harness, hitch

Body Side Cladding: body-coloured bodyside cladding

Grille: black grille
Convenience Features:

Air Conditioning automatic dual-zone front air conditioning

Air Filter: air filter

Cruise Control: cruise control with steering wheel controls

Trunk/Hatch/Door Remote Release: power cargo access remote release Power Windows: power windows with driver and passenger 1-touch down

1/4 Vent Rear Windows: power rearmost windows

Remote Keyless Entry: keyfob (all doors) remote keyless entry Steering Wheel: steering wheel with manual tilting, manual telescoping

Day-Night Rearview Mirror: day-night rearview mirror

Auto-dimming Rearview Mirror: auto-dimming rearview mirror

Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors

Overhead Console: mini overhead console with storage

Glove Box: locking glove box

Driver Door Bin: driver and passenger door bins

Dashboard Storage: dashboard storage

Driver Footrest: driver's footrest

Retained Accessory Power: retained accessory power Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio AM/FM stereo with seek-scan

Speed Sensitive Volume: speed-sensitive volume

Steering Wheel Radio Controls: steering-wheel mounted audio controls

Speakers: 4 speakers

Internet Access: Fleet Telematics Modem internet access

1st Row LCD: 1 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type projector beam LED low/high beam headlamps Front Wipers: variable intermittent speed-sensitive wipers wipers

Rear Window wiper: fixed interval rear window wiper with heating wiper park

Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows

Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: analog appearance

Tachometer: tachometer

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer
Trip Odometer: trip odometer

Water Temp Gauge: water temp. gauge Engine Hour Meter: engine hour meter

Clock: in-radio display clock

Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning

Battery Warning: battery warning Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Door Ajar Warning: door-ajar warning Trunk Ajar Warning: trunk-ajar warning Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Spare Tire Type: full-size spare tire

Spare Tire Mount: spare tire mounted inside under cargo

Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag

Knee Airbag: knee airbag

Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks

Electronic Stability: electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5 Front Bucket Seats: front bucket seats

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

Reclining Driver Seat: manual reclining driver and passenger seats Driver Lumbar: manual driver and passenger lumbar support

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

Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt

Rear Seat Type: rear 35-30-35 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front seat upholstery

Rear Seat Material: vinyl rear seat upholstery Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

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

Shift Knob Trim: urethane shift knob Interior Accents: metal-look interior accents Cargo Space Trim: carpet cargo space Trunk Lid: plastic trunk lid/rear cargo door Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 285-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD

#### TOWNSHIP OF VERNON

#### **RESOLUTION #23-227**

# AUTHORIZING THE USE OF MORRIS COUNTY COOPERATIVE PRICING COUNCIL FOR PROPOSED IMPROVEMENTS TO SAND HILL ROAD

WHEREAS, the Township of Vernon has a need for contracting services for Proposed Improvements to Sand Hill Road; and

WHEREAS, the Morris County Cooperative Pricing Council advertised and received bids for milling & paving, roadway guide rails, and line stripping; and

WHEREAS, the bids received allowed for vendors to extend their pricing to municipalities who are a member of the Morris County Cooperative Pricing Council, a State regulated County Contract Purchasing System; and

WHEREAS, the Vernon Township Engineer recommends the Township Council award contracts for milling & paving, guide rails, and line striping, (subject to final approvals from the New Jersey Department of Transportation) through the use of the Morris County Cooperative Pricing Council to the following contractors:

- 1) Milling & Paving: Schifano Construction Corp. (Contract # 6) in an amount of \$230,511.15;
- 2) Line Striping: Denville Line Painting, Inc. (Contract #36) in an amount of \$12,181.57;
- 3) Guide Rails: Road Safety Systems, LLC (Contract #26) in an amount of \$89,292.00.

WHEREAS, the Certified Municipal Finance Officer of the Township of Vernon has certified that the funds for these contracts are available in Account #C-04-23-015-01 Road Improvements.

**NOW, THEREFORE, BE IT RESOLVED,** by the Township Council of the Township of Vernon that the vendors Schifano Construction Corp., Denville Line Painting, Inc., and Road Safety Systems be utilized for the Improvements to Sand Hill Road through the respective Morris County Cooperative Pricing Council contracts at the amounts not to exceed listed herewith, subject to the final approval from the New Jersey Department of Transportation.

This Resolution shall take effect immediately according to law.

#### **Certification of Funds**

Account#: C-04-23-015-01-Road Improvements

Amount: not to exceed \$230,511.15 Schifano Constr Corp.

Amount: not to exceed \$12,181.57 Denville Line Painting, Inc.

Amount: not to exceed \$89,292,00 Road Safety Systems, LLC

CMFO Signature:

#### CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on August 28, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR Municipal Clerk

#### **VERNON TOWNSHIP COUNCIL**

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



### HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS
Established 1969

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

CORY L. STONER, EXEC. VICE PRESIDENT NJ - P.E., NJ - P.P., NJ - C.M.E. ANN PELLOW WAGNER NJ - C.L.A., VA - C.L.A., PA - C.L.A. (5/26/84 - 7/27/89)

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

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

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

August 21, 2023

#### VIA E-MAIL

MEMORANDUM TO: Mr. Howard Burrell, Vernon Township Mayor

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

SUBJECT:

RECOMMENDATION OF AWARD OF CONTRACTS

Proposed Improvements to Sand Hill Road (FY-2023 Municipal Aid Project)

Milling and Paving, Line Striping, & Guide Rail per Morris County CO-OP

HPA No. 23-150

Dear Mayor:

We are planning to utilize the Morris County CO-OP contractors to complete milling and paving, line striping, and guide rail that will be required for the project referenced above in 2023. With that being stated, I am recommending that the following work be completed under the Morris County CO-OP:

# 1. Schifano Construction Corp. (Milling and Paving Per the MCCPC Contract No. 6 for District No. 2)

Std. Item No.	NJDOT Std. Item No.	To Be Constructed	Quantity	Unit	Unit Price	Amount
1	401009P	HMA Milling, 2" Thick	15,215	Sq. Yd.	3.61	\$54,926.15
2	401042M	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	1,995	Ton	\$83.00	\$165,585.00
3	160004M	Fuel Price Adjustment	100%	L.S.	\$5,000.00	\$5,000.00
1	160007M	Asphalt Price Adjustment	100%	L.S.	\$5,000.00	\$5,000.00
- T	100001142	A AV PARTY OF SETT OF SETTINGS	-	Total Aw	ard Amount	\$230,511.15

### 2. Denville Line Painting, Inc. (Line Striping Per the MCCPC Contract No. 36)

Std. Item No.	NJDOT Std. Item No.	To Be Constructed	Quantity	Unit	Unit Price	Amount
5	610003M	Traffic Stripes, 4", Long Life, Epoxy Resin	19,650	Lin. Ft.	\$0.34	\$6,681.00
6	610017M	6" Wide, Long Life, Thermoplastic	1,281	Lin. Ft.	\$1,365	\$1,748.57
7	610008M	Traffic Markings, Long Life, Thermoplastic	536	Sq. Ft.	\$7.00	\$3,752.00
	010000111			Total Aw	ard Amount	\$12,181.57

Page 2

Mr. Howard Burrell

RE: RECOMMENDATION OF AWARD OF CONTRACTS

Proposed Improvements to Sand Hill Road (FY-2023 Municipal Aid Project)
Milling and Paving, Line Striping, & Guide Rail Per Morris County CO-OP

August 21, 2023

#### 3. Road Safety Systems, LLC (Guide Rail Per the MCCPC Contract No. 26)

Std. Item No.	NJDOT Std. Item No.	To Be Constructèd	Quantity	Unit	Unit Price	Amount
8	609075M	Removal of Beam Guide Rail	1,590	Lin. Ft.	\$8.00	\$12,720.00
9	609003M	Beam Guide Rail	1,142	Lin. Ft.	\$36.00	\$41,112.00
10	609027M	Tangent Guide Rail Terminal, 50' Long	10	Unit	\$3,500.00	\$35,000.00
11	NS	Butterfly Reflectors	46	Unit	\$10.00	\$460.00
				Total Aw	ard Amount	\$89,292.00

It is my recommendation that awards be made subject to the NJDOT's final approval of the project plans and specifications.

Please note that I am recommending that we use the Morris County CO-OP pricing on this project because using the Morris County CO-OP pricing contractors, in my opinion, will result in lower costs for the Township. Construction signs for the project will be provided by the Township DPW and Uniform Traffic Directors will need to be provided by the Vernon Township Police outside of these contracts.

Once the contracts have been awarded, please have the enclosed three SA-22 Forms executed and returned to our office.

If you have any questions regarding my recommendations or would like to discuss these projects in further detail, please do not hesitate to contact me.

Very truly yours,

Cory L. Stoner, P.E., C.M.E.

HAROLD E. PELLOW & ASSOCIATES, INC.

Vernon Township Engineer

CI Simue

K:PROJECTS/MUNICIPAL/VERNON/COLINCIL/23-150 - SAND HILL ROAD RESURFACING/BURRELLI.DOC

Enclosures: Form SA-22 - Recommendation of Award - State Aid Project (3 Copies)

cc: VIA E-MAIL

Tom McGrath - Schifano Construction Corp. Bob Romano - Denville Line Painting, Inc. John Flemming - Road Safety Systems, LLC

# NEW JERSEY DEPARTMENT OF TRANSPORTATION DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT

# RECOMMENDATION OF AWARD STATE AID PROJECT

#### BE IT RESOLVED

that the Vernon Township Council hereby recommends to the New Jersey Department of Transportation that the contract for Proposed Improvements to Sand Hill Road – Milling and Paving in the Township of Vernon, County of Sussex, be awarded to Schifano Construction Corp., 1 Smalley Avenue, Middlesex, New Jersey 08846 in the amount of \$230,511.15 subject to the approval of the Department.

That the presiding officer of this body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Annuared by the		on
approved by the	(Name of Local Government)	(Date of Award)
(Presiding Officer)		(Date)
(Clerk)		(Date)

(Affix Seal)

# NEW JERSEY DEPARTMENT OF TRANSPORTATION DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT

#### RECOMMENDATION OF AWARD STATE AID PROJECT

#### BE IT RESOLVED

that the Vernon Township Council hereby recommends to the New Jersey Department of Transportation that the contract for Proposed Improvements to Sand Hill Road – Line Striping in the Township of Vernon, County of Sussex, be awarded to Denville Line Painting, Inc., 2 Green Pond Road, Rockaway, New Jersey 07866 in the amount of \$12,181.57 subject to the approval of the Department.

That the presiding officer of this body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the		on
	(Name of Local Government)	(Date of Award)
(Presiding Officer)		(Date)
(Clerk)		(Date)

(Affix Seal)

# NEW JERSEY DEPARTMENT OF TRANSPORTATION DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT

#### RECOMMENDATION OF AWARD STATE AID PROJECT

#### BE IT RESOLVED

that the Vernon Township Council hereby recommends to the New Jersey Department of Transportation that the contract for Proposed Improvements to Sand Hill Road – Guide Rail in the Township of Vernon, County of Sussex, be awarded to Road Safety Systems, LLC, 12 Park Drive, Shamong, New Jersey 08088 in the amount of \$89,292.00 subject to the approval of the Department.

That the presiding officer of this body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

approved by the	(Name of Local Government)	On(Date of Award)
	(Maine of Focal Government)	(
(Presiding Officer	r)	(Date)
(Clerk)		(Date)

(Affix Seal)

#### TOWNSHIP OF VERNON

#### **RESOLUTION #23-228**

#### AUTHORIZING THE VERNON TOWNSHIP COUNCIL TO APPROVE A PERSON-TO-PERSON TRANSFER OF LIQUOR LICENSE #1922-33-009-005

WHEREAS, an application has been filed for a person-to-person transfer of a Plenary Retail Consumption License #1922-33-009-005, for the purpose of changing the name of licensee wherein the sale, service and storage of alcoholic beverages are authorized; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Vernon does hereby approve, effective as of August 28, 2023 person-to person transfer of the Plenary Retail Consumption License #1922-33-009-005, located at 340 State Hwy 94, Vernon, New Jersey to transfer from JD Vernon Lodge and Inn LLC, to 1833 House LTD as delineated in the application form.

#### **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 August 28, 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
21 Church Street
Vernon, NJ 07462
973-764-4055 x2238
973-764-6393 fax
mgianattasio@vernontwp.com

August 23, 2023

Licensing Bureau DIVISION OF ALCOHOL BEVERAGE CONTROL P.O. Box 087 Trenton, NJ 08625-0087

Re:

Person-to-Person Transfer

Township of Vernon, Sussex County

To Whom it May Concern:

Enclosed please find two [2] retail liquor license applications for a Person-to-Person for 1922-33-009-004, 1833 House LTD, check number 1621043 for 200.00, and the affidavit of publication.

Please let me know what is needed to complete this transfer besides the Council resolution.

Should you have any questions, please do not hesitate to contact my office at 973.764.4055 x 2234 or 2238.

Sincerely,

Marcy Gianattasio, RMC, CMR

Municipal Clerk

**Enclosures** 

Division of

# ALCOHOLIC BEVERAGE CONTROL



APR 2 1 2023

140 East Front Street, P.O. Box 087, Trenton, New Jersey 08625-0087

## APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

Applicants should complete the application in full. Where a question is not applicable, please enter the letters "N/A." Where additional pages are necessary, you may photocopy any part of this application. A complete application is required whenever any of the following is requested:

New License;

Person-to-Person Transfer;

Place-to-Place Transfer (including expansion of premises);

Partnership changes (except Limited Partnerships);

Change of Corporate Structure (of more than 33 1/3% interest);

Extension to Administrator, Executor, Receiver, Trustee in Bankruptcy;

License Renewal (unless an alternate application is provided by the Division of ABC) OR

When required by the Division or the Local Issuing Authority.

If you are reporting a change in facts about your license which does not involve one of the above transactions, complete Page 1 and any page[s] of the application on which information to be changed appears. You must also complete a Certification Page (Page 11).

The original and two copies of the completed application, or pages reporting changes, should be submitted to the MUNICIPAL CLERK or BOARD OF ALCOHOLIC BEVERAGE CONTROL SECRETARY of the Municipality which will act on the request. It is the responsibility of the applicant to provide the required copies of the license application. One copy of the application should be returned to the applicant by the Municipality. It should be maintained with other records and available for inspection on the licensed premises.

All fees are to accompany the application at the time of filing with the local issuing authority. A \$200.00 filing fee, in the form of a CERTIFIED CHECK or MONEY ORDER – payable to the Division of Alcoholic Beverage Control – should accompany all applications for New Licenses, License Transfers or License Renewals. Local licensing fees are established by the Local Issuing Authority; consult the Municipal Clerk or ABC Board Secretary for information in this regard.

TR#:	STATE OF NEW JERSEY Action ID Code  DEPARTMENT OF LAW AND PUBLIC SAFETY [ ] [ ] [ ] [ ]						
FEE:	DIVISION OF ALCOHOLIC BEVERAGE CONTROL A W D U						
DATE:	RETAIL LIQUOR LICENSE APPLICATION						
1922	ASSIGNED LICENSE NUMBER  - 33 - 009 - 009  VISION use only]  DATE APPLICATION FILED:						
	TYPE OF LICENSE (CHECK ONE)  C LICENSES [R.S. 33:1-12]  Club  Plenary Retail Consumption WBroad Package Privilege  Plenary Retail Consumption (Hotel/Motel Exception)  Plenary Retail Consumption (Theatre Exception)  Seasonal Retail Consumption (November 15 through April 30)  Seasonal Retail Distribution  Limited Retail Distribution  Annual State Permit (R.S. 33:1-42, NJAC 13:2-52)  Special Permit for a Golf Facility (NJAC 13:2-5.3)						
Effective (As State State Fe	This Area is Reserved for Municipal Use all Fee \$ 102.64  e Date/						
Refund Amount \$ Special Conditions Attached: Yes No							
MARCY GANATTASIO  Type or Print Name (Last Name, First Name, Middle Initial) of Municipal Clerk or ABC Secretary							
Signature of Municipal Clerk or ABC Secretary							

Page 2	2	YPE OR PRINT ALL INFORMATION	
STATE	ASSIGNED LICENSE NUMBER 1922 - 3	33 - 009 - 007	
Applica	ation is made on behalf of:		
	3 = A Partnership	2 = Business Corporation 4 = Unincorporated Club 6 = Limited Partnership	7 = Limited Liability Company
2.1	NAME(S) AS IT DOES OR WILL APPEAR OF License may be held by Individual (Last Name 1833 House (Last Name, First	e, First Name, Middle Initial), Partnership of t	DE" NAME): Corporation.
2.2	ACTUAL ADDRESS WHERE THE LICENSE Street Address Number	IS TO BE USED (SITED PREMISES):  Rou te 94  Street Name	0744 2
	Municipality Vernon		z <sub>ip</sub> _07462
	Telephone number of business  Area	Exchange Number	
2.3	If no licensed premises exists or if a mailing ad (insert N/A if not applicable):	dress is different than the "actual address" giv	ven above, provide the mailing addres
	Street AddressNumber	Street Name:	State // /
	P.O. Box # Municipal	ity_ Warwick	State / V /
	Zip <u>/ 0 9 9 0</u> Telephone	e()	
2.4	New Jersey Sales Tax Certificate of Authority	No	
2.5	TRADE NAME(S) UNDER WHICH BUSINES REGISTERED WITH THE N.J. SECRETARY C	SS IS TO BE CONDUCTED. ALL TRAD	E NAMES MUST BE LISTED AND
2.6	THE FOLLOWING QUESTIONS ARE TO BE LICENSE:	ANSWERED BY ALL APPLICANTS OTHE	R THAN APPLICANTS FOR A NEW
	A. IS THE LICENSE ACTIVELY USED AT A		
	B. IF NO, GIVE THE DATE THE BUSINESSISSUED IF NEVER SITED AT AN OPER	ATING BUSINESS):	
	C. IF THE LICENSE IS INACTIVE AND THE OPERATING PLACE OF BUSINESS AFT YesNo	E APPLICATION IS FOR A TRANSFER, W TER APPROVAL?	ILL THE LICENSE BE USED AT AN
2.7	THE FOLLOWING QUESTIONS ARE TO BE	ANSWERED BY AN APPLICANT FOR A N	EW LICENSE:
	A. WILL THE LICENSE BE USED AT AN OF	PERATING PLACE OF BUSINESS IMMEDI	ATELY UPON ISSUANCE?
	B. IF NO, PROVIDE ANTICIPATED DATE O	F LICENSE ACTIVATION:	

STATE ASSIGNED LICENSE NUMBER 1922-33 - 009 - 004

P.O. Box # \_\_\_\_\_

Zip -\_\_\_\_

Municipality \_\_\_

The following questions identify information about the licensed premises. This describes the area or place which is to be licensed for the sale, service, consumption, delivery, receipt or storage of alcoholic beverages. If the license is inactive and NOT SITED AT A PLACE OF BUSINESS, answer question 3.1 only, entering N/A for "not applicable." [If you use N/A as a response to question 3.1, question 2.2 on Page 2 should also be answered N/A.] 3.1 HOW MANY SEPARATE BUILDINGS ARE TO BE INCLUDED UNDER THIS LICENSE? If more than one building is to be included under this license, a separate Page 3 is to be submitted covering each building. An up-to-date sketch of the entire licensed premises should be submitted for inclusion in the State ABC license file. OF TO BE LICENSED. 3.3 IS THE ENTIRE BUILDING TO BE LICENSED? Yes If the answer to question 3.3 is "No," specify which floors are to be under license and which ones are not by answering the following questions: All of it Yes Yes 3.4 Basement All of it Yes Yes 1st floor All of it Yes 2<sup>nd</sup> floor Yes All of it Yes 3rd floor Yes Specify each additional floor number to be included under this license: If only part of any floor is to be licensed, attach a more detailed explanation with sketches to clearly delineate licensed areas from unlicensed areas. 3.5 ARE ANY GROUNDS ADJACENT TO THE BUILDING UNDER LICENSE TO BE INCLUDED AS PART OF THE LICENSED 3.6 IS THERE ANY UNLICENSED AREA LOCATED BETWEEN BUILDINGS UNDER THIS LICENSE OR BETWEEN LICENSED ADJACENT GROUNDS? IF THE ANSWER IS "YES," ATTACH A SKETCH OF THE LICENSED AND UNLICENSED AREAS SHOWING DIMENSIONS \_\_yes X No - pending
\_yes No
No
No IN FEET. 3.7 DOES THE APPLICANT OWN THE BUILDING? IF "YES," IS THERE A MORTGAGE ON THE BUILDING? DOES THE APPLICANT LEASE THE BUILDING? If there is a mortgage on the property, answer question 3.8. If the licensed premise is leased, answer question 3.9. 3.8 MORTGAGEE (HOLDER OF MORTGAGE): (Last Name, First Name, Middle Initial or Corporate Name) Street Address Street Name Number State \_\_\_\_\_ Municipality \_\_\_ P.O. Box # \_\_\_\_\_ 3.9 LANDLORD (HOLDER OF LEASE): (Last Name, First Name, Middle Initial or Corporate Name) Street Address \_\_ Number Street Name

State \_\_\_\_\_

STATE ASSIGNED LICENSE NUMBER 1922 \_ 33 \_ 009 \_ 004

4.1	IS THE NEAREST ENTRANCE OF THE ENTRANCE OF ANY CHURCH OR SO	HE PLACE TO BE LICENSED WITHIN 2 CHOOL? Yes No	00 FEET OF THE NEAREST
	IF THE ANSWER IS "YES," IS A WAIV APPLICATION? Yes No	ER SIGNED BY THE APPROPRIATE OF	FICIAL ATTACHED TO THIS
4.2	DOES THE APPLICANT INTEND TO ALCOHOLIC BEVERAGES?  ALCOHOLIC BEVERAGES MAY BE T	USE ANY VEHICLES FOR THE TRAI Yes No (A TRANSIT INSIGNIA TRANSPORTED.)	NSPORT OR DELIVERY OF A IS NECESSARY BEFORE
4.3	HAS THE APPLICANT FILED AN ANI 5630.5) WITH THE FEDERAL ALCOH	NUAL SPECIAL TAX REGISTRATION A OL AND TOBACCO TAX AND TRADE E	AND RETURN FORM (TTB F BUREAU?
	Yes X No		
	IF "YES," DATE FILED/	/	
4.4	PREMISES TO BE LICENSED?		
	IF THE ANSWER IS "YES," INDICATE RESPONDING TO THE FOLLOWING	THE NATURE OF THE BUSINESS AND	WHO WILL CONDUCT IT BY
	Restaurant	Applicant	Other
	Catering	Applicant	Other
	Hotel/Motel	Applicant	Other
	Amusements	Applicant	Other
	N.J. Lottery	Applicant	Other
	Grocery or Delicatessen	Applicant	Other
	Other (specify)	Applicant	Other
4.5	IF SOMEONE OTHER THAN THE APPL PREMISES, ANSWER THIS QUESTIO ATTACH A SEPARATE PAGE LISTING	ICANT WILL OPERATE THE OTHER BU ON. IF THERE IS MORE THAN ONE I IS THE REQUESTED INFORMATION FO	MDIAIDOVE OIL COMILLIAM ;
	Business to be operated		
	Name of company/individual	(Last Name, First Name or Corporate	e Name)
	Street AddressNumber	Street Name	<u> </u>
		State	
		Pales Tay Cortificate of Authority NO	

STATE ASSIGNED LICENSE NUMBER 1922 - 33 - 009 - 004

### ALL APPLICANTS ANSWER THE FOLLOWING

5.1	OF AL	R HOLD ANY POSIT COHOLIC BEVERAC	R ANY OTHER PERSO FION ENTRUSTED W GES IN ANY MANNER	/ITH THE ENFOR	N THIS APPLICATION A POI CEMENT OF ANY LAWS	LICE OFFICER CONCERNING	
		Yes No					
	lf t	the answer is "Yes," c	omplete the following:				
	Na	ame of individual	Last Name	Pius Nama	Middle Initial		
	Tit	tle of position held					
	Na	ame of Employing Age	ency				
5.2	DE	TOCON HAVING A RE	ANT OR ANY OTHER ENEFICIAL INTEREST OUING THE LICENSE?	IN THE LICENSE	IONED IN THIS APPLICAT D BUSINESS, HOLD OFFICI No	TION, OR ANY E IN THE UNIT	
	IF	THE ANSWER IS "YE	ES," COMPLETE THE	FOLLOWING:			
	Na	ame of Individual	Last Name				
			Last Name	First Name	Middle Initial		
	Titl	le of Office					
	Μu	unicipality					
5.3	AN HA IMI LA EN	IYONE WITH A BENI AVE ANY INTEREST I PORTER OR WHO! NDLORD, TENANT, I IPLOYEE OR OTHER	EFICIAL INTEREST IN IN ANY BREWERY, W LESALE ALCOHOLIC MORTGAGE HOLDER	N THE LICENSED INERY, DISTILLER N BEVERAGE BI	IED IN THIS LICENSE APPI BUSINESS, DIRECTLY OR RY, RECTIFYING AND BLEN JSINESS, AS OWNER, PA HOLDER, OFFICER, DIREC	NDING PLANT, ART OWNER,	
		Yes No	CO " ATTACH AN AEE!	DAVIT EYDI AININ	IG THE RELATIONSHIP ANI	D NATURE OF	
	TH	IE INTEREST AND C	OMPLETE THE FOLL	OWING:			
	A.	New Jersey license	number, if applicable				
					OR LICENSE, ANSWER THE	E FOLLOWING	
	Name of entity conducting business (Corporation, Partnership or Individual)						
		0	(Last Name, First Na	ame, Middle Initial	or Corporate Name)		
		Street Address					
		Street Address	Number	Street	Name		
		P.O. Box #	Mur	nicipality	State _		
		Zip					
	Type of Business						

# Page 6 PLEASE TYPE OR PRINT ALL INFORMATION STATE ASSIGNED LICENSE NUMBER 1922 33 - 009 - 004

. 7001	IONED ETOETTOE TOMBER			
		ANTS ANSWER TH		
6.1	HAS THE APPLICANT EVER BEEN DENIED	A LIQUOR LICEN	ISE IN NEW JERSEY	Yes No
	IF THE ANSWER TO THIS QUESTION IS "Y			
		Retail Warehouse	Wholesale Manufacturer	Transportation
	Unit of Government which denied License or F	Permit:		
	Date of Denial (approximate if not known)	/		
	Becam for Doniel			THE STATE OF THE THE THE
6.2	HAS ANY CORPORATION, PARTNERSHIP OF APPLICANT, BEEN DENIED A LIQUOR LICE IF THE ANSWER IS "YES," ANSWER THE F	ENSE OR PERMIT	Yes Yes	PPLICATION, OTHER THAN THE No
	Name of Entity	First Na	me	Middle Initial
	Last Name		Wholesale	Transportation
	Type of Electrise of Format Delines.	Retail Warehouse	Manufacturer	
	Unit of Government which denied License or F			
	Date of Denial (approximate if not known)			
	Reason for Denial		ATION OD ENTITY	MENTIONED IN THIS LICENSE
6.3	HAS THE APPLICANT OR ANY OTHER PI APPLICATION, OR ANYONE WITH A BEN ALCOHOLIC BEVERAGE LICENSE WHICH I LIEU OF SUSPENSION, NOT BENEWED BE OF THIS APPLICATION? Yes	NEFICIAL INTERES WAS SURRENDER EVOKED OR CANC No.	RED, SUSPENDED OF ELLED WITHIN THE	R HAD A PENALTY IMPOSED IN 10 YEARS PRIOR TO THE DATE
	Name of Individual	First Nar		Middle Initial
	Last Name  DATE OF ACTION///		T NO	
	PENALTY WAS IMPOSED BY:			The state of the s
		[Indicate whether	by Division of ABC or	identify Local Issuing Authority]
	PENALTY CONSISTED OF:		NOT R	ENEWED
	FINED \$[amount]			
	SUSPENDED(number o		REVO	KED CANCELLED
	,	• •		
	OTHER [explain]			
6.4	HAS THE APPLICANT OR ANY OTHER PERSON ANYONE WITH A BENEFICIAL INTEREST CONVICTED OF A CRIMINAL OFFENSE?  A. IF THE ANSWER IS "YES," ANSWER THE ANSWER THE ANSWER IS "YES," ANSWER THE ANSWER T	Yes N IE FOLLOWING:	ONDER LICENSE OF	(10022102102)
	Name of Individual  Last Name  Date of Birth  State  Court of		First Name	Middle Initial
	Date of Birth//	F Juriodiction	Conviction Date	
	State Court of Description of offense (specific charge)			
	Disposition (fine, penalty, etc.)			
	Noture of interest in entity to be licensed			
	•	of the N.J. Division of the N.J. Division of the N.J. Division of the N.J.A.C. 13:2-15.)	of Alcoholic Beverage / (No licens Control determining	Control issued an order approving

STATE ASSIGNED LICENSE NUMBER 1922 33 - 009 - 004

	ALL APPLICANTS OTHER THAN CLUB LICENSE ANSWER THE FOLLOWING
7.1	DOES THE APPLICANT, A MEMBER OF THE APPLICANT'S IMMEDIATE FAMILY (SPOUSE, CHILDREN, PARENTS, IN-LAWS OR SIBLINGS) OR ANY PERSON WITH A BENEFICIAL INTEREST IN THE SUBJECT LICENSE OF THIS APPLICATION, HAVE ANY INTEREST IN ANY OTHER NEW JERSEY ALCOHOLIC BEVERAGE LICENSE?
	Yes No
	IF THE ANSWER IS "YES," COMPLETE THE FOLLOWING BY LISTING THE NEW JERSEY LIQUOR LICENSE TWELVE DIGIT NUMBER(S) AND THE NAME(S) OF THE PERSON(S) OR CORPORATION(S) WHO HOLD(S) SUCH INTEREST. USE ADDITIONAL PAGE(S) 7 AS NEEDED.
	A. License Number
	Name(Last Name, First Name, Middle Initial or Corporate Name)
	Relationship to Applicant
*****	**************************************
	B. License Number
	Name(Last Name, First Name, Middle Initial or Corporate Name)
	Relationship to Applicant
*****	***************************************
	C. License Number
	Name (Last Name, First Name, Middle Initial or Corporate Name)
	Relationship to Applicant
*****	**************************************
7.2	WOULD ANY PERSON OR CORPORATION NAMED IN THIS APPLICATION FAIL TO QUALIFY FOR OWNERSHIP OF THE LICENSE IF APPLYING AS AN INDIVIDUAL BECAUSE OF AGE, CRIMINAL CONVICTION OR PROHIBITED INTERESTS IN OTHER LICENSES?
	Yes No
	IF THE ANSWER IS "YES," ANSWER THE FOLLOWING BY INSERTING THE NAME OF THE INDIVIDUAL OR CORPORATION AND THE SOCIAL SECURITY NUMBER AND DATE OF BIRTH, IF AN INDIVIDUAL. USE ADDITIONAL PAGE(S) 7 AS NEEDED.
	Name Name Niddle Initial or Corporate Name)
	(Last Name, First Name, Middle Initial or Corporate Name)
	Social Security Number OR

NJ Sales Tax Certificate of Authority No. \_\_\_\_\_

Date of Birth \_\_\_\_\_/ \_\_\_\_/

# Page 8 PLEASE TYPE OR PRINT ALL INFORMATION STATE ASSIGNED LICENSE NUMBER 1412 - 33 - 609 - 004

### ALL APPLICANTS ANSWER THE FOLLOWING

8.	THE UNITED STATES ANY LICENSE FEE, PENALTY, INTEREST OR ALCOHOLIC BEVERAGE TAX WHICH THO ACCRUED PURSUANT TO THE ALCOHOLIC BEVERAGE TAX LAW, THE ALCOHOLIC BEVERAGE LAW OR ANY OTHER NEW JERSEY OR FEDERAL LAW?
8.3	EXCEPTION TO THE POPULATION RESTRICTION UNDER THE PROVISIONS OF R.S. 33. 1-12.20?  Yes No
	IF THE ANSWER IS "YES," IS IT FOR A HOTEL/MOTEL FACILITY OF 50 OR 100 ROOMS?  CHECK ONE: 50 ROOMS 100 ROOMS
8.3	LICENSE LIMITATION LAW (RS 33:1-12-32) FOR A HOTEL/MOTEL, RESTAURANT, BOWLING ALLET ON INTERNATIONAL AIRPORT? Yes No
	IF THE ANSWER IS "YES," CHECK ONE OF THE FOLLOWING: HOTEL/MOTEL INTERNATIONAL AIRPORT BOWLING ALLEY
THE FOLLO	WING ARE TO BE ANSWERED WHEN APPLICATION IS FOR A LICENSE TRANSFER.
8.4	LICENSE NUMBER SOUGHT TO BE TRANSFERRED 1922 - 33 - 009 - 004
8.5	
	(Last Name, First Name, Middle Initial or Corporate Name)
8.6	IF THIS IS A REQUEST FOR A PLACE-TO-PLACE TRANSFER OF A POCKET LICENSE (NO SITED PREMISES), MARK AN X HERE:
	IF THIS IS A REQUEST FOR A PLACE-TO-PLACE TRANSFER OF A SITED LICENSE, INSERT THE ADDRESS OF THE CURRENT SITE FROM WHICH THE LICENSE IS TO BE TRANSFERRED.
	Street Address Street Name
	Number 52551 tame
	MunicipalityNew Jersey
	Municipality New Jersey  Zip
THE FOLLO	Zip WING ARE TO BE ANSWERED BY APPLICANTS FOR A NEW LICENSE OR A LICENSE TRANSFER.
THE FOLLO	Zip -
	Zip
	Zip WING ARE TO BE ANSWERED BY APPLICANTS FOR A NEW LICENSE OR A LICENSE TRANSFER.  INSERT THE ANTICIPATED DATES WHEN PUBLIC NOTICE OF APPLICATION WILL BE PUBLISHED. PUBLICATION MAY NOT BE SOONER THAN THE DATE OF FILING OF THIS APPLICATION.
	Zip
8.7	Zip
8.7	Zip
8.7 8.8 8.9	Zip
8.8 8.9	Zip
8.8 8.9 THE FOLLO 8.1	Zip
8.8 8.9 THE FOLLO 8.1	Zip
8.8 8.9 THE FOLLO 8.1	Zip

## Page 9 PLEASE TYPE OR PRINT ALL INFORMATION STATE ASSIGNED LICENSE NUMBER 1922 33 - 009 - 009

### ALL APPLICANTS ANSWER THE FOLLOWING

ALL APPLICANTS ANOWER THE FOLLOWING
DOES ANY INDIVIDUAL, PARTNERSHIP, CORPORATION OR ASSOCIATION OTHER THAN THE APPLICANT HAVE AN INTEREST DIRECTLY OR INDIRECTLY IN THE LICENSE APPLIED FOR IS THE STOCK OF AN STOCKHOLDER HELD IN ESCROW OR PLEDGED IN ANY WAY?
IF THE ANSWER IS "YES," ANSWER THE FOLLOWING USING A SEPARATE PAGE 9 FOR EACH INDIVIDUAL CORPORATION OF INTEREST. ATTACH A SEPARATE PAGE OF EXPLANATION IF MORE SPACE IS NEEDED.
Name of Individual (Last Name First) or Corporation
(Last Name, First Name, Middle Initial or Corporate Name)
Social Security Number OR
NJ Sales Tax Certificate of Authority Number
Street Address Street Name
Number Street Name  P.O. Box # Municipality State
Zip
Describe Nature of Interest
DOES ANY INDIVIDUAL, PARTNERSHIP, CORPORATION OR ASSOCIATION HOLD ANY CHATTEL MORTGAGE OF CONDITIONAL BILL OF SALE OR OTHER SECURITY INTEREST ON ANY FURNITURE, FIXTURES, GOODS OF COURSE OF CONNECTION WITH THE BUSINESS TO BE OPERATED UNDER THE LICENS APPLIED FOR?  Yes No
IF THE ANSWER IS "YES," ANSWER THE FOLLOWING USING A SEPARATE PAGE 9 FOR EACH INDIVIDUAL C CORPORATION TO BE REPORTED. ATTACH A SEPARATE PAGE OF EXPLANATION IF MORE SPACE IS NEEDE
Name of Individual (Last Name First) or Corporation
(Last Name, First Name, Middle Initial or Corporate Name)
Social Security Number
NJ Sales Tax Certificate of Authority Number
Street Address Street Name
P.O. Box # Municipality State
Zip
Describe Nature of Interest
HAS THE APPLICANT AGREED TO PERMIT ANYONE NOT HAVING AN OWNERSHIP INTEREST IN THE LICENSE T RECEIVE OR AGREED TO PAY ANYONE (BY WAY OF RENT, SALARY OR OTHERWISE) ALL OR ANY PERCENTAG OF THE GROSS RECEIPTS OR NET PROFIT OR INCOME DERIVED FROM THE BUSINESS TO BE CONDUCTE UNDER THE LICENSE APPLIED FOR? Yes No
IF THE ANSWER IS "YES," ANSWER THE FOLLOWING USING A SEPARATE PAGE 9 FOR EACH INDIVIDUAL OF CORPORATION TO BE REPORTED. ATTACH A SEPARATE PAGE OF EXPLANATION IF MORE SPACE IS NEEDED
Name of Individual (Last Name First) or Corporation
Last Name First Name Middle Initial
Social Security Number OR
Social Security Humber
NJ Sales Tax Certificate of Authority Number
NJ Sales Tax Certificate of Authority Number
NJ Sales Tax Certificate of Authority Number  Street Address  Number
NJ Sales Tax Certificate of Authority Number

STATE ASSIGNED LICENSE NUMBER 1922 - 33 - 009 - 004

QUESTIONS TO BE ANSWERED BY CORPORATIONS AND LIMITED LIABILITY COMPANIES ONLY. ANY CORPORATION OR LIMITED LIABILITY COMPANY THAT IS REPORTED TO HAVE AN INTEREST IN THE BUSINESS TO BE LICENSED, WHETHER THE LICENSEE COMPANY, THE PARENT CORPORATION OF THE LICENSED COMPANY, HOLDING COMPANY OR OTHERWISE AFFILIATED IN THE CORPORATE CHAIN, MUST ANSWER THE FOLLOWING USING A SEPARATE PAGE 10 AND PAGE 10A FOR EACH CORPORATION. ANSWER QUESTIONS ON BOTH PAGE 10 AND PAGE 10A FOR EACH CORPORATION.

CORPO	DRATION. ANSWER QUESTIONS ON BOTH PAGE TO AND PAGE TO A POR EAST OF A STATE O
10.1	Name of corporation 1833 House LTD
10.2	Street address of home office
	Municipality Warwick Number Street Name  State Zip 10990
10.3	NJ Sales Tax Certificate of Authority Number
10.4	IF CORPORATION ADDRESS IN NUMBER 10.2 ABOVE IS OUT OF STATE, REPORT BELOW THE ADDRESS OF ANY OFFICE LOCATION IN NEW JERSEY. INSERT N/A IF NONE.
	Street Address Street Name
	Municipality New Jersey
10.5	Zip
	DATÉ CHARTERED OR INCORPORATED/ STATE
10.7	CERTIFICATE OF INCORPORATION NUMBER
10.8	IF NOT INCORPORATED UNDER THE LAWS OF NEW JERSEY, HAS THE CORPORATION RECEIVED AN AUTHORIZATION TO CONDUCT BUSINESS IN NEW JERSEY FROM THE NEW JERSEY OFFICE OF THE SECRETARY OF STATE? Yes No
10.9	HAS THE CORPORATION CHARTER EVER BEEN REVOKED BY THE OFFICE OF THE SECRETARY OF STATE IN NEW JERSEY? Yes No
	IF THE ANSWER IS "YES," INSERT THE DATE OF REVOCATION, OR IF SUSPENDED, THE BEGINNING AND ENDING DATE OF THE SUSPENSION.
	Date of revocation//
	Beginning date//
	Ending date//
10.10	INSERT THE NAME AND ADDRESS OF THE REGISTERED OR AUTHORIZED AGENT IN NEW JERSEY UPON WHOM SERVICE OF PROCESS IN ANY PROCEEDINGS AGAINST THE APPLICANT, PURSUANT TO THE NEW JERSEY ALCOHOLIC BEVERAGE LAW, THE ALCOHOLIC BEVERAGE TAX LAW OR PROCEEDINGS IN A STATE OR U.S. DISTRICT COURT, MAY BE MADE.
	Name (Last Name, First Name, Middle Initial or Corporation)
	(Last Name, 1 not Name, Middle middle of Golpe Sales)
	Street Address Street Name
	Municipality New Jersey
	Zip Telephone Number ( ) Number

10.11 IF THE LICENSED COMPANY IS OWNED BY OTHER CORPORATION(S) OR IS IN A CORPORATE CHAIN, ATTACH A DIAGRAM DEPICTING THE CORPORATE RELATIONSHIPS AND THE PERCENTAGE OF STOCK INTEREST IN THE COMPANY TO BE LICENSED, OWNED BY OTHER CORPORATIONS OR OTHER NON-CORPORATE ENTITITES (INDIVIDUALS, PARTNERSHIPS, ASSOCIATIONS).

### ALL APPLICANTS ANSWER THE FOLLOWING [ADD PAGES AS NECESSARY]

SOLE OWNERS AND PARTNERSHIPS: Complete this page in full.

LIMITED PARTNERSHIPS: All information about a general partner or partners of a limited partnership must be reported, whether the general partner is an individual or a corporation. A list of the names and addresses of all limited partners must be submitted as an attachment to this application with an identification of the percentage of each limited partner as it relates to total ownership of the business entity to be licensed.

CORPORATIONS: All corporation applicants or licensees and any corporation that has an ownership interest in the corporation under license or to be licensed must have been reported on Page 10. Information on this Page, 10A, will identify all officers, directors and stockholders holding one percent or more of the shares of the respective company. Club licenses must list names of officers and directors

and attach a current membership list. NAME OF CORPORATION OR CLUB COVERED BY THIS PAGE (COMPLETE ONLY IF APPLICANT OR STOCKHOLDER IS A CORPORATION OR PARTNERSHIP): Name of individual (last name first), stockholder, partner, officer or director: Zezai Middle Initial Last Name Home Street Address Street Name Number State Municipality P.O. Box # Zip 10990. Date of Birth Social Security Number Home telephone number Number Exchange Office telephone number ( Number Агеа Exchange Number of shares % of business owned or controlled Stockholder Partner Sole owner Check position that applies: Director Treasurer Secretary Vice-President President Receiver Executor/Administrator Agent Trustee Manager Other (specify) Beneficiary Name of individual (last name first) , stockholder, partner, officer or director: Middle Initial First Name Last Name Home Street Address Street Name Number State \_\_\_ P.O. Box # \_\_\_\_\_ Municipality \_\_ Date of Birth \_\_\_\_\_/ Social Security Number \_\_\_ Home telephone number (, Exchange Number Area Office telephone number ( Number Exchange Area Number of shares\_ % of business owned or controlled Stockholder Sole owner Partner Check position that applies: Director Treasurer Secretary Vice-President President Receiver Executor/Administrator Agent Trustee Manager Other (specify) Beneficiary

STATE ASSIGNED LICENSE NUM	ABER 1922 33 009 004	AFFIDAVIT
LICENSE PERIOD	FROM 2023 TO 2024	DATE:
State of		
As provided by law (R.S. 33:1-35),		
(Check One)		
1. The Individual Applicant		
out-buildings, passageways, vaults, used in connection therewith which warrant at all hours by the Directo investigators and all other sworn law	ent)  (Corporation or Club N es and all portions of the building constituting the licenty ards, attics and every part of the structure of which are in his/her/their possession or under his/her/their or of the Division of Alcoholic Beverage Control, his enforcement officers, and being duly sworn according erson(s) duly authorized to sign the application, that to sign on behalf of the corporations; and that the contents of this application are true.	issed premises, including all rooms, cellars, closets, the licensed premises are a part and all buildings control, may be inspected and searched without s or her duly authorized deputies, inspectors or g to law, upon his/her/their oath(s), depose(s) and in instance of corporate ownership, the signator is
(Corporations Only) Attestation by Corporate Secretary		(Partnership Name)
Attest: 1833	s House Ltd.	(Signature of Partner)
Corpora	te Name	(Signature of Partner)
	nature of Corporate President or Vice President)	(Signature of Partner)
Signature Affix Corporate Seal		(Signature of Partner)
	Sworn to and subscribed before me this day of	2023
AFFIDAVIT MUST BE SIGNED HE	RE(Signature of Officer Administering	og Oath) WREW K. MURRAY ATTORNEY AT LAW
BY DULY AUTHORIZED NOTARY PUBLIC	(Printed Name of Officer Administering Oath)	OF NEW JERSEY
OR AN ATTORNEY-AT-LAW OF NEW JERSEY	(Title of Officer Administering Oath)	(Date of Expiration of Commission, if applicable)



Observer-Dispatch | Daily Messenger Times Telegram | New Jersey Herald Times Herald-Record PO Box 631202 Cincinnati, OH 45263-1202

### **PROOF OF PUBLICATION**

Law Offices Of Drew K Murray LLC 230 W Parkway Pompton Plains NJ 07444-1060

STATE OF WISCONSIN, COUNTY OF BROWN

The New Jersey Herald, a newspaper printed, published and of general circulation in the County of Sussex, State of New Jersey, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

07/23/2023, 07/30/2023

and that the fees charged are legal. Sworn to and subscribed before on 07/30/2023

Notary, State of WI, County of Brown

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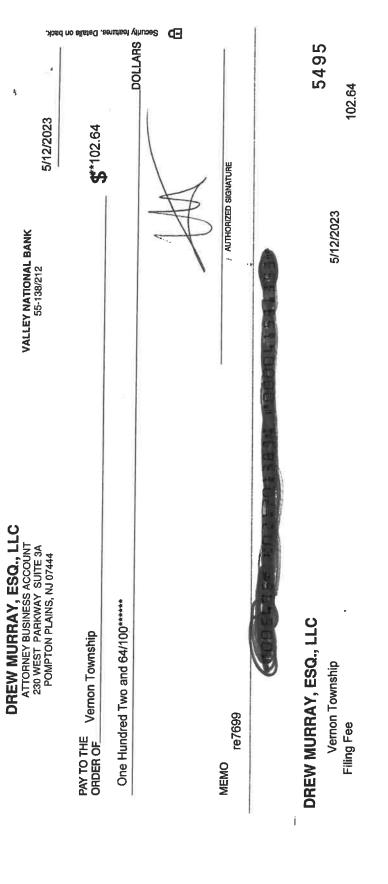
KATHLEEN ALLEN Notary Public State of Wisconsin

### NOTICE ALCOHOLIC BEVERAGE

Take notice that application has been made to VERNON TOWNSHIP of 21 CHURCH STREET, VERNON, NEW JERSEY 07462 to transfer to MICHALE TZEZAILIDIS trading as **PROPERTIES** LLC premises located at 340 ROUTE 94, VERNON, NJ 07462 the LIQUOR LICENSE NUMBER 1922-33-009-004 Heretofore issued to JD VERNON LODGE AND INN LLC trading as JD VERNON LODGE AND INN LLC for the premises located at 340 ROUTE 94, VERNON, NJ 07462. The person(s) who will hold an in this permit is/are: interest MICHAEL TZEZAILDIS. Objectuons, if any, should be made immediatley in writing to: GIANATTASIO, MARCY CLERK, MUNICIPAL of CHURCH STREET, VERNON, NJ 07462 MICHAEL TZEZAILIDIS WAYWAYANDA ROAD, WARWICK, NY 10990

AUG 2 5 2023

Township Clerk



5495

C STANKED

Operating Account 4153 re7699

102.64



### **CASHIER'S CHECK**

55-13 212 1621045

Valley National Bart

PAYTO THE DIVISION OF ALWHOLIC BEVERAGE

\*\*\*\*\*\$200DOLLARS and OCCENTS\*\*

ORDER OF

CONTROL

Memo: DREW MURRAY

DATE 04/19/2023

\$ 200.00

COUNTER SIGNATURE REQUIRED IF DRAWN FOR MORE THAN \$5,000

Authorized Signature

Authorized Signature

\_\_\_\_

A

(15210) 5 (CO2120130 0000) 12974 901

### **Marcy Gianattasio**

From: Daniel B Young <dbyoung43@vernonpolice.com>

Sent: Monday, August 7, 2023 1:36 PM

To: Marcy Gianattasio

Cc: Business Administrator; Jason Mangano

Subject: 340 Route 94; Liquor License

### Marcy,

Please accept this email as our official notification that the Vernon Township Police Department has completed its background investigation for the liquor license application for Michael Tzezailidis. Mr. Tzezailidis has made application to buy the property at 340 Route 94 (the old Vernon Inn) and the liquor license that goes with it, #1922-33-009-004. After a thorough review and investigation, Cpl. Jay Mangano #61, has found no reason to the deny the application. This concludes the background investigation portion of the liquor license application by the police department.

Please let me know if you need anything else.

Respectfully,

Chief Daniel B. Young #43 Vernon Township Police Department 21 Church Street Vernon, NJ 07462 (973) 764-6155

### \*\*CONFIDENTIALITY NOTICE\*\*

The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. This message is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this message in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

### **RESOLUTION #23-208**

#### 2022 Annual Audit

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2022 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations," as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Vernon, hereby states that is has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required

### **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 August 28, 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						

### CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT

### **GROUP AFFIDAVIT FORM**

### NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY :

: ss

COUNTY OF SUSSEX

governing body.

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

- 1. We are duly elected members of the Township Council of the Township of Vernon in the County of Sussex;
- 2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2022;
- 3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

Natalie Buccieri, Council President	(L.S.)
Margaret Distasi, Council Member	(L.S.)
Patrick Rizzuto, Council Member	(L.S.)
Bradley Sparta, Council Member	(L.S.)
Joseph Tadrick, Council Member	(L.S.)

Sworn to and subscribed before me th	is
day of	
Notary Public of New Jersey	
	Marcy Gianattasio
	Municipal Clerk
The Municipal Clerk shall set forth the	e reason for the absence of signature of any members of the

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

### **RESOLUTION #23-209**

### **CORRECTIVE ACTION PLAN 2022 AUDIT**

WHEREAS, the 2022 Annual Audit Report was delivered in July 2023 and regulations promulgated by the Local Fiscal Affairs Law, N.J.S.A. 40A:5 requires that the Chief Financial Officer prepare a Corrective Action Plan covering all findings and recommendations in the audit report; and

WHEREAS, N.J.S.A. 40A:5 further requires approval of the Corrective Action Plan within 60 days of audit receipt by the Township Council;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Vernon that the Corrective Action Plan for the 2022 Annual Audit Report prepared by the Township Chief Financial Officer and attached hereto as "Appendix A" be approved.

### **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 August 28, 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						

### APPENDIX "A" TOWNSHIP OF VERNON

### **Corrective Action Plan for the 2022 Audit Report**

### Finding #1:

The various departments/offices of the Township are responsible for the issuance of permits and licenses; collection of taxes, utility charges, and permit and license fees; and recording of collections.

### Recommendation:

Adequate segregation of duties be maintained with respect to the recording and treasury functions.

#### **Corrective Action:**

Management has cross-trained more employees to allow for more segregation of duties. Deposits are now centralized in the Tax Office and receipts are recorded by one individual in the Township. All treasury functions are approved by the Chief Financial Officer prior to recording. Other treasury functions are spread across the Finance and Tax Department to ensure compliance and increased internal controls. Management is looking at additional tools for online payment of revenues with existing and prospective programs. In order to meet the criteria for adequate segregation of duties, the Township would be required to hire additional personnel to establish a centralized collection procedure. The increased cost and related inconvenience for residents are not reasonable at this time, but will be monitored.

### **Implementation Date:**

Ongoing

#### Finding #2:

The tax title lien receivable ledger did not agree to the Township's general ledger after a midyear posting that offset the starting balances.

#### **Recommendation:**

The tax collector take extra care to ensure that tax title lien receivables are reconciled with the Treasurer's records on a monthly basis.

### **Corrective Action:**

The tax title lien receivable ledger will be reviewed and reconciled by the tax collector on a monthly basis along with historic corrections to be made with the accounting software vendor.

### **Implementation Date:**

Ongoing

#### **ORDINANCE #23-18**

# ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING CHAPTER 5 OF THE CODE OF THE TOWNSHIP OF VERNON ENTITLED "ADMINISTRATION OF GOVERNMENT" TO UPDATE REORGANIZATION AND TERM START DATES

WHEREAS, on July 20, 2023, P.L. 2023, c. 124, was enacted which changed several election related timelines including reorganization dates and term start dates in municipalities with non-partisan elections; and

WHEREAS, a determination has been made that the Township of Vernon's municipal code must be amended to comply with the aforementioned legislative changes.

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

### **SECTION 1**

### § 5-3. Office of the Mayor.

G. Election; term of office. The Mayor shall be elected by the voters of the Township at a regular municipal election held on the Tuesday after the first Monday in November in the years in which municipal officers are to be elected and shall serve for a term of four (4) years beginning on January 115 next following his or her election.

### § 5-4. Township Council.

C. Membership; term of office. The Township Council shall consist of five (5) members, elected at-large by the voters of the Township at a regular municipal election held on the Tuesday after the first Monday in November in the years in which municipal officers are to be elected. The terms of the members of the Council shall be four (4) years, beginning on January 415 next following their election.

### § 5-6. Meetings of Council.

- C. Regular meetings.
  - (1) The Council shall meet annually for organization within seven (7) days of January 1<sup>st</sup> 15<sup>th</sup>.

### **SECTION 2**

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

### **SECTION 3**

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

### **SECTION 4**

This Ordinance shall take effect immediately as provided by law.

### 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 August 14, 2023, and the same came up for final passage and was adopted at the Meeting of the Township Council held on August 28, 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	Howard Burrell, Mayor
Township of Vernon	

### **Township of Vernon**

**INTRODUCED:** August 14, 2023

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

#### ADOPTED:

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