VERNON TOWNSHIP COUNCIL MEETING AGENDA

SEPTEMBER 14, 2026

6:00 PM EXECUTIVE SESSION

7:00 PM REGULAR SESSION

1. **CALL TO ORDER**

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

3. **ROLL CALL**

4. **EXECUTIVE SESSION – Resolution #26-255**– Resolution to Enter into Executive Session Legends, Personnel

AT 7:00 PM

1. CALL TO ORDER

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

3. SALUTE THE FLAG

4. ROLL CALL

5. DEMONSTRATION
CYVL

6. PRESENTATION
Economic Development Advisory Committee - Film Ready Community

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

8. REVIEW OF BILLS LIST

9. APPROVAL OF MINUTES

July 13, 2026 - Executive Session Minutes
July 13, 2026 – Regular Meeting Minutes
August 10, 2026 – Executive Session Minutes
August 10, 2026 – Regular Session Minutes

10. CONSENT AGENDA

Resolution #26-246: AUTHORIZE THE AWARD OF A REQUIRED DISCLOSURE CONTRACT WITH CYYL INC. FOR PURCHASE OF TRANSPORTATION INFRASTUCTURE PLATFORM

Resolution #26-256: CHAPTER 159 RESOLUTION REQUESTING APPROVAL OF REVENUE AND APPROPRIATION AMENDING THE 2026 BUDGET AS A REVENUE AND APPROPRIATION OF $3,089.54

Resolution #26-257: CHAPTER 159 RESOLUTION REQUESTING APPROVAL OF REVENUE AND APPROPRIATION AMENDING THE 2026 BUDGET AS A REVENUE AND APPROPRIATION OF $25,000.00

Resolution #26-258: RESOLUTION AUTHORIZING LEASING OF CERTAIN VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH SOURCEWELL NATIONAL COOPERATIVE #112025-EFM THROUGH ENTERPRISE FLEET MANAGEMENT SERVICES INC. (Quote No. 10262692)

Resolution #26-259: REFUND OVERPAYMENT (Block 326 Lot 7)

Resolution #26-260: AUTHORIZING NEW JERSEY STATE CONTRACT 23-FOOD-47764 FLOORING SERVICES

Resolution #26-261: REFUND OVERPAYMENT (Block 527 Lot 453 – Del Purgatorio)

Resolution #26-262: AUTHORIZE THE AWARD OF AN ELECTRICAL SERVICES BID #26-08 TO JEM ELECTRIC

Resolution #26-263: REFUND OVERPAYMENT (Block 528 Lot 11 – Thompson)

Resolution #26-264: REFUND OVERPAYMENT (Block 472 Lot 67 – Folb)

Resolution #26-265: REFUND FOR CARRY PERMIT MUNICIPAL FEE, SCAROLA

Resolution #26-266: REFUND FOR CARRY PERMIT MUNICIPAL FEE, EHMAN

Resolution #26-267: REFUND FOR CARRY PERMIT MUNICIPAL FEE, BENANTI

Resolution #26-268: REFUND FOR CARRY PERMIT MUNICIPAL FEE, COLIANNI

Resolution #26-269: REFUND FOR CARRY PERMIT MUNICIPAL FEE, FERRARA

Resolution #26-270: REFUND FOR CARRY PERMIT MUNICIPAL FEE, ZOSCHE

Resolution #26-271: REFUND FOR CARRY PERMIT MUNICIPAL FEE, THOMA

Resolution #26-272: REFUND FOR CARRY PERMIT MUNICIPAL FEE, ROARK

Resolution #26-273: RESOLUTION AUTHORIZING PROCUREMENT OF COMMUNICATIONS UPGRADE THROUGH SOURCEWELL NATIONAL COOPERATIVE #020625-ZET -SPECTRUM COMMUNICATIONS THROUGH ZETRON AWARDED CONTRACT

11. INTRODUCTION OF ORDINANCE

Ordinance #26-19: AN ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, REGULATING AND PROHIBITING THE RENTAL OF PRIVATE RESIDENTIAL SWIMMING POOLS.

12. PUBLIC HEARING/ADOPTION OF ORDINANCES

Ordinance #26-17: AN ORDINANCE AMENDING §250-9 FEES AND ESCROWS OF THE VERNON TOWNSHIP ADMINISTRATIVE CODE

Ordinance #26-18: AN ORDINANCE AMENDING CHAPTER 99 VEHICLES AND TRAFFIC OF THE VERNON TOWNSHIP ADMINISTRATIVE CODE

13. MAYOR COMMENTS

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

15. COUNCIL COMMENTS

16. COUNCIL PRESIDENT COMMENTS

17. ADJOURNMENT

VERNON TOWNSHIP

RESOLUTION #26-255

RESOLUTION TO ENTER INTO AN EXECUTIVE SESSION

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

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

WHEREAS, the Governing Body wishes to discuss:

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

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

GR

Range of Checking Accts: First to Last Range of Check Dates: 08/06/26 to 09/09/26
Report Type: All Checks Report Format: 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			
66482 08/06/26 Alignment Check		VOID	
66483 08/06/26 POCHU010 POCHUCK VALLEY FIRE DEPT.			695
26-01041 PT From JCPL for FD reimburse	18,660.66		
66484 08/06/26 VERNO120 VERNON TWP BOARD OF EDUCATION			695
26-01008 July 2nd Pay 2026	2,776,818.10		
66485 08/06/26 VERNO120 VERNON TWP BOARD OF EDUCATION			695
26-01045 Aug 1st Current Expense	2,758,261.00		
66486 08/12/26 SUSSE140 SUSSEX COUNTY TREASURER			696
26-00933 3rd Qtr County Purpose Tax 26	3,782,219.83		
66487 08/12/26 SUSSE145 SUSSEX COUNTY TREASURER			696
26-00934 3rd Qtr Library Tax 2026	307,882.80		
66488 08/19/26 AIOSA005 MARK AIOSA			697
26-01029 Promotional Badges	995.25		
66489 08/19/26 AIRGR005 AIRGROUP LLC			697
26-00975 MOTOR & PUMP LEAKING GLYCOL PD	9,334.66		
66490 08/19/26 AMAZO005 AMAZON.COM SERVICES LLC		08/19/26 VOID	0
66491 08/19/26 AMAZO005 AMAZON.COM SERVICES LLC			697
26-00043 SC Supplies	39.69		
26-00072 Rec Programs	335.40		
26-00176 Police Supplies	41.04		
26-00448 Admin Office Supplies	119.98		
26-01032 flash light	134.99		
	671.10		
66492 08/19/26 AMORE005 Amore Artisan Cheese			697
26-00651 Refund Food License Fee	30.00		
66493 08/19/26 BASSA005 BASSANI POWER EQUIPMENT			697
26-00364 PARTS TO REPAIR SCAG MOWERS	25.92		
66494 08/19/26 BRIGH010 BRIGHTSPEED			697
26-00286 Phone Services Police	709.09		
66495 08/19/26 CAMPB010 CAMPBELL SUPPLY CO, LLC,			697
26-00137 REPAIRS TO FIRE TRUCKS	10,813.80		
66496 08/19/26 CAMPB020 CAMPBELL FREIGHTLINER,LLC			697
26-00116 PARTS TO REPAIR FREIGHTLINER	791.26		

Check # Check Date Vendor / PO # Description	Amount Paid	Reconciled/Void Ref Num	Contract
10-001 GENERAL/CENTRAL CHECKING Continued			
66497 08/19/26 CANNI005 THE CANNING GROUP LLC			697
26-00235 2026 QPA Services	875.00		
66498 08/19/26 CAROL010 Carolyn Barton			697
26-00051 SC Exercise Classes	520.00	Charged to Senior Trust	
66499 08/19/26 CETIR005 C & E TIRES			697
26-00123 VARIOUS TIRES ON VES VEHICLES	3,087.68		
26-00998 TO REPLACE 50 GOODYEAR TIRES	16,449.00		
	19,536.68		
66500 08/19/26 CHERR005 CHERRY VALLEY TRACTOR SALES, I			697
26-00597 NEW HOLLAND EQUIP PARTS	31.44		
66501 08/19/26 CINTA005 CINTAS CORPORATION NO 2		08/19/26 VOID	0
66502 08/19/26 CINTA005 CINTAS CORPORATION NO 2			697
26-00209 JANITORIAL SUPPLIES	1,304.60		
26-00211 UNIFORM EXPENSE	2,163.38		
26-00284 Municipal AED Maintenance	452.00		
	3,919.98		
66503 08/19/26 CLUTC005 DOVER BRAKE & CLUTCH			697
26-00148 PARTS TO REPAIR VES VEHICLES	593.10		
66504 08/19/26 COUNT065 COUNTY OF SUSSEX			697
26-01051 2nd qtr 2026 health insurance	14,849.45		
66505 08/19/26 CRAFC005 CRAFCO INC.			697
26-00877 CRACK SEALANT	5,503.21		
66506 08/19/26 ELIZA005 ELIZABETHTOWN GAS CO			697
26-00280 Municipal Gas Services	729.37		
66507 08/19/26 ENTER020 ENTERPRISE FLEET MANAGMENT,INC			697
26-00056 CAR LEASE	452.04		
26-00060 Admin & VEMS Car Lease	1,261.23		
26-00157 MONTHLY LEASE PAYMENTS	20,291.37		
26-00375 PD Vehicle Lease	35,556.78		
26-00483 Enterprise 2026	13,474.16		
	71,035.58		
66508 08/19/26 EZWHE005 E-Z WHEELS DRIVING SCHOOL, INC			697
26-01088 CDL SCHOOL ROBERT BAUMANN	3,500.00		
66509 08/19/26 FASTE005 FASTENAL COMPANY			697
26-00142 RE-STOCKING OF SAFETY VENDING	186.08		
66510 08/19/26 FLORI005 FLORIO, PERRUCCI,STEINHARDT &			697
26-00236 2026 Legal Labor Services	3,360.00		

Check # Check Date Vendor / PO # Description	Amount Paid	Reconciled/Void Ref Num	Contract
10-001 GENERAL/CENTRAL CHECKING Continued			
66511 08/19/26 FRANK020 FRANKLIN, SUSSEX AUTO MALL			697
26-00108 PARTS TO REPAIR DODGE POLICE V	219.95		
66512 08/19/26 GABRI015 GABRIELLI KENWORTH OF NJ LLC			697
26-00599 PARTS TO REPAIR KENWORTH TRKS	461.65		
66513 08/19/26 GANNL005 GANN LAW BOOKS			697
26-00844 2026 MLUL	209.00		
66514 08/19/26 GARDE030 GARDEN STATE LABORATORIES, INC			697
26-00237 Municipal Water Testing-Parks	230.00		
66515 08/19/26 GIANA005 MARCY GIANATTASIO			697
26-01022 Zoom Webinar 7/25/26-8/24/26	68.23		
66516 08/19/26 HAROL005 HAROLD E PELLOW AND ASSOC, INC		08/19/26 VOID	0
66517 08/19/26 HAROL005 HAROLD E PELLOW AND ASSOC, INC			697
26-01023 Engineering Roads, Parks, LDPs	3,556.75		
66518 08/19/26 HENDE010 HENDERSON PRODUCTS, INC			697
26-00104 TO REPAIR HENDERSON SNOW PLOWS	5,993.86		
66519 08/19/26 HERAL005 NEW JERSEY HERALD			697
26-00327 Legal Advertising 2026	14.26		
66520 08/19/26 HHAUT005 H & H AUTO PARTS OF VERNON			697
26-00150 PARTS TO REPAIR VES VEHICLES	42.33		
26-00215 PARTS TO REPAIR DPW VEHICLES	989.81		
	1,032.14		
66521 08/19/26 HIGHL025 HIGHLAND LAKES VOLUNTEER FIRE			697
26-01039 reimburse july 2026 expenses	2,282.61		
66522 08/19/26 HOOVE005 HOOVER TRUCK CENTERS, INC			697
26-00117 PARTS TO REPAIR FREIGHTLINER	57.79		
66523 08/19/26 INTEG010 INTEGRATED MICRO SYSTEMS, INC			697
26-01019 Municipal IT Consultant Aug 26	2,400.00		
66524 08/19/26 JCPL0005 JCP&L			697
26-00283 Municipal Electric Services	15,187.86		
66525 08/19/26 JESCO005 JESCO, INC.			697
26-00130 PARTS TO REPAIR J DEERE EQUIP	504.06		
66526 08/19/26 JOHNE005 JOHN E REID & ASSOC, INC			697
26-01035 Hackett- Investigative Inter.	655.00		
26-01038 Palmisano- Invest. Inter.	655.00		
	1,310.00		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num	Contract
PO #		Description			
10-001		GENERAL/CENTRAL CHECKING Continued			
66527	08/19/26	JOHNS020 JOHNNY ON THE SPOT DBA UNITED		697	
26-00080		Porta Potty Rentals	954.10		
66528	08/19/26	KUIKE005 KUIKEN BROTHERS CO., INC.		697	
26-00244		B&G REPAIRS	1,362.74		
66529	08/19/26	LANGU005 LANGUAGE LINE SERVICE		697	
26-00304		2026/ MUNICIPAL COURT	23.80		
66530	08/19/26	LAWSO010 LAWSON PRODUCTS		697	
26-00149		VARIOUS SHOP SUPPLIES	275.65		
66531	08/19/26	MARYE005 Mary Ella Studios LLC		697	
26-00901		SC Exercise Classes	180.00	Charged to Senior Trust	
66532	08/19/26	MATHE015 Mathew Benanti		697	
26-00965		Carry Permit Municipal Refund	150.00		
66533	08/19/26	MCAFE005 MC AFEE FIRE DEPT.		697	
26-01075		may 2026 reimbursements	1,243.09		
26-01076		june 2026 reimbursements	3,364.72		
26-01077		july 2026 reimbursements	5,753.91		
			10,361.72		
66534	08/19/26	MCAFE010 MC AFEE HARDWARE CO., INC.		697	
26-00158		SIGN SUPPLIES	30.96		
26-00247		PARK SUPPLIES	15.28		
			46.24		
66535	08/19/26	MCICO005 MCI COMMUNICATIONS SERVICES, I		697	
26-00452		Phone Service Long Distance	503.90		
66536	08/19/26	MCMAN005 MC MANIMON SCOTLAND & BAUMANN,		697	
26-01052		Legal Legends Redevelopment	1,896.00		
26-01053		Legal Services Roads	2,497.50		
			4,393.50		
66537	08/19/26	MICHA065 Michael Griffin		697	
26-00784		Carry Permit Municipal Refund	150.00		
66538	08/19/26	MILLE025 MILLENNIUM STRATEGIES LLC		697	
26-01018		Grant Portal Subscription	4,800.00		
66539	08/19/26	MLRUB010 M.L. Ruberton Construction Co		697	
26-00900		REPLACE GUARDRAIL LK POCHUNG	7,062.75		
26-00941		REPLACE DAMAGED GUARDRAIL	12,337.63		
			19,400.38		
66540	08/19/26	MONTA015 MONTAGUE TOOL & SUPPLY		697	
26-00119		SHOP SUPPLIES	14.99		

Check # Check Date Vendor PO # Description	Amount Paid	Reconciled/Void Ref Num Contract
10-001 GENERAL/CENTRAL CHECKING Continued		
66540 MONTAGUE TOOL & SUPPLY Continued		
26-00120 VARIOUS CHAINSAW NEEDS	98.39	
	113.38	
66541 08/19/26 MORTO005 MORTON SALT, INC		697
26-00213 ROAD SALT	75,595.71	
66542 08/19/26 MUSCO005 MUSCO SPORTS LIGHTING, LLC		697
26-01050 Control Link Annual Service	475.00	
66543 08/19/26 NATIO115 National Fuel Oil Inc		697
26-00031 Municipal Diesel Fuel 2026	13,114.83	
66544 08/19/26 NAVRI005 NAVRIZ DOORS INSTALLATION & RE		697
26-01071 EMERGENCY-SALLY PORT CABLE BRO	773.50	
66545 08/19/26 NISIV005 NISIVOCCIA & COMPANY LLP		697
26-01066 Professional Fees	15,000.00	
66546 08/19/26 NJREP005 NJ Reporters and Interpreters		697
26-00908 2026 Municipal Court	495.00	
66547 08/19/26 NJSTA010 NJ ST ASSOC OF POLICE CHIEFS		697
26-01033 Front Line Supervision Program	600.00	
66548 08/19/26 NJSTL005 NJ ST LEAGUE OF MUNICIPALITIES		697
26-01083 Management Series Human Relati	300.00	
66549 08/19/26 NORTH015 NORTH EAST PARTS GROUP LLC		697
26-00131 PARTS TO REPAIR VES VEHICLES	589.03	
26-00132 PARTS TO REPAIR DPW VEHICLES	112.86	
	701.89	
66550 08/19/26 OPTIM005 Optimum		697
26-00291 Municipal Cable services	34.85	
66551 08/19/26 PASS0005 NJ E-Z PASS		697
26-00929 Account Replenishment	200.00	
66552 08/19/26 PHOEN005 PHOENIX ADVISORS, LLC		697
26-01074 Bond Ant. note series 2026	7,633.50	
66553 08/19/26 PITNE010 PITNEY BOWES SUPPLY LINE		697
26-01017 Postage Machine Lease R#22-225	975.57	
66554 08/19/26 PITNE020 Pitney Bowes - Purchase Power		697
26-01026 Postage Fulfillment	79.99	
66555 08/19/26 PLANE005 PLANET NETWORKS		697
26-00274 Municipal Phone & Internet	3,209.10	

Check # Check Date Vendor / PO # Description	Amount Paid	Reconciled/Void Ref Num / Contract
10-001 GENERAL/CENTRAL CHECKING Continued		
66556 08/19/26 POCHU010 POCHUCK VALLEY FIRE DEPT.		697
26-01027 reimburse june 2026 expenses	2,019.81	
66557 08/19/26 RESID010 RESIDUALS MANAGEMENT SERVICES,		697
26-00229 GREASE TRAP SENIOR CENTER	315.96	
66558 08/19/26 RJHLA005 RJH Law Enforcement Consultant		697
26-00701 Legal Labor Services	1,050.00	
66559 08/19/26 ROBER035 ROBERTS AND SON, INC		697
26-01040 EMERGENCY-TO REPLACE ALTERNATO	2,339.24	
66560 08/19/26 ROBER090 Robert Smith		697
26-01047 266/41 driveway release	3,000.00	
66561 08/19/26 ROUTE010 ROUTE 23 PATIO & MASON CENTER		697
26-00790 BASIN BLOCKS	944.80	
26-01072 Gazebo Project	159.24	
	1,104.04	
66562 08/19/26 SAFEL015 SAFELITE FULFILLMENT, INC		697
26-00990 TO REPLACE REAR WINDOW IN #491	511.60	
66563 08/19/26 SCHEN010 SCHENCK PRICE SMITH & KING LLP		697
26-00234 2026 Legal Tax Appeals	8,988.00	
66564 08/19/26 SCIAL010 MATTHEW SCIALLA		697
26-01048 BOOT REIMBURSEMENT	150.00	
66565 08/19/26 SJFUE005 SJ Fuel South Co. Inc.		697
26-00162 Blanket -Gas Fuel Services	25,342.10	
66566 08/19/26 STAND005 STANDARD INSURANCE CO.		697
26-01015 July 2026	3,130.36	
66567 08/19/26 STAPL010 Staples Contract & Commmercial		697
26-00251 JANITORIAL SUPPLIES	824.02	
26-00279 Admin Office Supplies	40.24	
	864.26	
66568 08/19/26 SUBUR005 SUBURBAN PROPANE ,L.P.		697
26-00287 Blanket PO Propane Services	273.98	
66569 08/19/26 SUEZW005 VEOLIA WATER NEW JERSEY, INC.U		697
26-00371 Blanket - Water Serv 21 Church	873.01	
66570 08/19/26 SUSSE095 SUSSEX COUNTY M.U.A.		697
26-00085 GARBAGE DISPOSAL	569.80	
26-00086 GLASS RECYCLING	479.70	
26-00087 PLASTIC RECYCLING	128.05	
	1,177.55	

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
PO #	Description			Contract
10-001		GENERAL/CENTRAL CHECKING Continued		
66571	08/19/26	SUSSE170 SUSSEX RURAL ELECTRIC CO-OP		697
26-00290	Blanket - Municipal Electric		737.78	
66572	08/19/26	TELEP005 WARWICK VALLEY TELEPHONE		697
26-00161	Blanket Telephone Service		731.71	
26-00173	Police Live Scan		251.66	
26-00174	Police Digital Radio		234.12	
			1,217.49	
66573	08/19/26	TREAS035 TREASURER, STATE OF NEW JERSEY		697
26-01068	Quarterly Marriage		1,250.00	
66574	08/19/26	USBAN025 U.S. BANK NATIONAL ASSOCIATION		697
26-00278	Ricoh Map Copier Lease		455.44	
66575	08/19/26	VERIZ010 VERIZON WIRELESS		697
26-00180	Police MDT		590.23	
26-00275	Municipal Cell Phone Service		1,106.67	
			1,696.90	
66576	08/19/26	VERIZ035 VERIZON CONNECT FLEET USA LLC		697
26-00254	GPS SERVICE DPW		696.83	
66577	08/19/26	VERNO120 VERNON TWP BOARD OF EDUCATION		697
26-00937	CLEAN COMMUNITIES		750.00	
66578	08/19/26	VERNO120 VERNON TWP BOARD OF EDUCATION		697
26-01082	Aug 2nd Pay 2026		2,776,818.10	
66579	08/19/26	VERNO130 VERNON TWP FIRE DEPARTMENT		697
26-01079	july 2026 reimbursements		7,573.74	
66580	08/19/26	VERNO225 VERNON VETERINARY ASSOCIATES,		697
26-00188	Animal Control- Medical Care		2,724.16	
66581	08/19/26	VISIO005 VISION SERVICE PLAN		697
26-01014	August 2026 Coverage Period		2,082.21	
66582	08/19/26	WELDO005 WELDON ASPHALT CO.		697
26-00255	ASPHALT		2,380.59	
66583	08/19/26	WELLS050 WELLS FARGO VENDOR FINANCIAL		697
26-00276	Copier Lease Clerk Office		455.06	
66584	08/19/26	WELLS055 KONICA MINOLTA PREMIER FINANCE		697
26-00277	Municipal Copier Lease (6)		1,547.97	
66585	08/19/26	WORLD010 World Insurance Assoc. LLC		697
26-01031	Benefits Consultant 3rd Qtr		12,550.00	
66586	08/19/26	YORKE005 YORKE TIRE & AUTO CENTER		697
26-00362	ALIGNMENTS & A/C REPAIRS		1,567.22	

Check # Check Date Vendor / PO # Description	Amount Paid	Reconciled/Void Ref Num	Contract
10-001 GENERAL/CENTRAL CHECKING Continued			
66586 YORKE TIRE & AUTO CENTER Continued			
26-00363 ALIGNMENTS & A/C REPAIRS VES	672.69		
	2,239.91		
66587 08/31/26 NJMEB005 NJMEBF		698	
26-00994 Aug 2026	352,097.48		
66588 09/03/26 ABIGA005 ABIGAIL LENZ		700	
26-00930 Conference Meal Reimb.	270.31		
66589 09/03/26 ACEWA005 ACE WALCO TERMITE & PEST CONTR		700	
26-00222 PEST CONTROL SERVICES	78.97		
66590 09/03/26 ACMEM005 ACME MARKETS, INC		700	
26-00042 SC Kitch and Programs	239.39		
26-01036 SC Leisure Club Activites	74.62		
	314.01		
66591 09/03/26 AMAZO005 AMAZON.COM SERVICES LLC		700	
26-00043 SC Supplies	106.28		
26-00072 Rec Programs	49.97		
26-00767 Beaut Comm Supplies	50.90		
26-01056 Community Garden	167.83	Charged to Recreation Trust	
26-01094 canon mp25dv calculator	80.50		
26-01100 computer accessories	25.90		
26-01103 MINI SPLITS/HARDWARE MB & AC	2,978.96		
	3,460.34		
66592 09/03/26 AQUAP010 Aquapure US LLC		700	
26-00869 Municipal Water /Cooler Serv	325.00		
66593 09/03/26 CAMPB010 CAMPBELL SUPPLY CO, LLC,		700	
26-00137 REPAIRS TO FIRE TRUCKS	2,223.89		
66594 09/03/26 CAMPB020 CAMPBELL FREIGHTLINER,LLC		700	
26-00116 PARTS TO REPAIR FREIGHTLINER	710.00		
66595 09/03/26 CANNI005 THE CANNING GROUP LLC		700	
26-00235 2026 QPA Services	875.00		
66596 09/03/26 CHEMU005 CHEMUNG SUPPLY		700	
26-00943 RE-STOCK WESTERN BLADES	3,353.00		
66597 09/03/26 CINTA005 CINTAS CORPORATION NO 2		700	
26-00209 JANITORIAL SUPPLIES	688.44		
26-00211 UNIFORM EXPENSE	1,053.34		
	1,741.78		
66598 09/03/26 CLUTC005 DOVER BRAKE & CLUTCH		700	
26-00148 PARTS TO REPAIR VES VEHICLES	184.73		

Check # Check Date Vendor PO # Description	Amount Paid	Reconciled/Void Ref Num	Contract
10-001 GENERAL/CENTRAL CHECKING Continued			
66599 09/03/26 COOLE005 COOLEY GROUP, INC.			700
26-01104 CLOSED ENVELOPES	250.70		
66600 09/03/26 COUNT045 COUNTY OF SUSSEX			700
26-00048 SC Transportation	4,166.63		
66601 09/03/26 CREAT020 CREATIVE VISUAL SYSTEM			700
26-00217 SIGN SUPPLIES	2,011.95		
66602 09/03/26 DELTA005 DELTA DENTAL PLAN OF NJ			700
26-01096 September 2026	15,272.81		
66603 09/03/26 DIAMO005 DIAMOND SAND & GRAVEL, INC			700
26-00976 MG Park Gazebo Concrete	3,630.00		
66604 09/03/26 DO000005 WILLIAM J MARION, D.O.			700
26-00497 DPW - CDL Physical	175.00		
66605 09/03/26 ENTER020 ENTERPRISE FLEET MANAGMENT,INC			700
26-00483 Enterprise 2026	21,109.18		
66606 09/03/26 FATHE005 Father John's Animal House Inc			700
26-00196 Animal- Spay/Neuter	3,740.00		
66607 09/03/26 FINIS005 FINISH LINE INC			700
26-01070	412.00		
66608 09/03/26 FOVEO005 FOVEONICS DOCUMENT SOLUTIONS			700
26-01069 ANNUAL STORGAE FEES	4,200.00		
66609 09/03/26 GARDE030 GARDEN STATE LABORATORIES, INC			700
26-00237 Municipal Water Testing-Parks	190.00		
66610 09/03/26 GOGRE005 GO GREEN PEST SOLUTIONS			700
26-00734 Pest Control	100.00		
66611 09/03/26 GRAIN005 WW GRAINGER			700
26-01090 TO PURCH NEW SANDBLAST CABINET	3,681.68		
66612 09/03/26 GUIRE005 MC GUIRE			700
26-00601 REPAIR CHEVY VEHICLES	101.93		
66613 09/03/26 HAROL005 HAROLD E PELLOW AND ASSOC, INC		09/03/26 VOID	0
66614 09/03/26 HAROL005 HAROLD E PELLOW AND ASSOC, INC			700
26-01116 Eng June- Rds, LDP, Parks, ROP	5,671.00		
66615 09/03/26 HHAUT005 H & H AUTO PARTS OF VERNON			700
26-00150 PARTS TO REPAIR VES VEHICLES	47.32		
26-00215 PARTS TO REPAIR DPW VEHICLES	47.49		
	94.81		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num	Contract
PO #	Description				
10-001		GENERAL/CENTRAL CHECKING Continued			
66616	09/03/26	INFIN005 INFINITY CREATIVE ARTS		700	
26-00078 Rec Programs			105.00		
66617	09/03/26	JCALD005 J. CALDWELL & ASSOCIATES LLC		700	
26-00065			232.50		
66618	09/03/26	JDSAL005 NEXGEN POWER EQUIPMENT INC		700	
26-00114 MONTHLY MAINT WATER RECYCLER			265.00		
66619	09/03/26	KMMTR005 KMM TREE AND LAWN SERVICE LLC		700	
26-01055 EMERGENCY-DANGEROUS TREES PVL			1,800.00		
66620	09/03/26	KUIKE005 KUIKEN BROTHERS CO., INC.		700	
26-00219 SIGN SUPPLIES			30.16		
66621	09/03/26	LANGU005 LANGUAGE LINE SERVICE		700	
26-00304 2026/ MUNICIPAL COURT			54.40		
66622	09/03/26	LAWOF040 Law offices of Chirag D Mehta		700	
26-00273 Municipal Prosecutor 2026			3,000.00		
66623	09/03/26	LAWSO010 LAWSON PRODUCTS		700	
26-00149 VARIOUS SHOP SUPPLIES			40.20		
66624	09/03/26	LEXIP005 LEXIPOL, LLC		700	
26-01101 Online Training Module			6,482.92		
66625	09/03/26	LOEFF005 LOEFFEL'S WASTE OIL SERVICE LL		700	
26-00088 USED MOTOR OIL			591.60		
66626	09/03/26	MARYE005 Mary Ella Studios LLC		700	
26-00901 SC Exercise Classes			180.00	Charged to Senior Trust	
66627	09/03/26	MCAFE010 MC AFEE HARDWARE CO., INC.		700	
26-00158 SIGN SUPPLIES			113.91		
26-00246 B&G SUPPLIES			18.99		
			132.90		
66628	09/03/26	MCELW010 McElwee & Quinn LLC		700	
26-01114 Bond Anticipation Notes			1,000.00		
66629	09/03/26	MONIK005 Monika Sitinas		700	
26-01085 2024 DUPLICATE TAX REFUND			1,387.25		
66630	09/03/26	MONTA015 MONTAGUE TOOL & SUPPLY		700	
26-00119 SHOP SUPPLIES			18.47		
66631	09/03/26	MUA00005 VERNON TWP MUA		700	
26-00834 Muicipal Bldg Sewer Service			3,735.40		
66632	09/03/26	MUNIP010 MuniPlatform		700	
26-01113 Bond Anticipation Notes			750.00		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num	Contract
PO #		Description			
10-001		GENERAL/CENTRAL CHECKING Continued			
66633	09/03/26	NJMEB005 NJMEBF		700	
26-01046		Sept 2026	352,097.48		
66634	09/03/26	NJSTL005 NJ ST LEAGUE OF MUNICIPALITIES		700	
26-01115		2026 Registration of NJLOM	650.00		
66635	09/03/26	NORTH015 NORTH EAST PARTS GROUP LLC		700	
26-00131		PARTS TO REPAIR VES VEHICLES	91.81		
26-00132		PARTS TO REPAIR DPW VEHICLES	221.83		
			313.64		
66636	09/03/26	NORTH050 NORTHEAST COMMUNICATIONS INC		700	
26-00200		Radio Repair/Maint	2,407.50		
66637	09/03/26	NORTH130 North Jersey Diesel Repair		700	
26-00846		ANNUAL DIESEL EMISSIONS TESTS	2,585.00		
66638	09/03/26	OPRAN005 OPRANDY'S FIRE & SAFETY INC		700	
26-00182		Police Oxygen	458.86		
66639	09/03/26	OPTIM005 Optimum		700	
26-00172		Police- Cable	19.90		
66640	09/03/26	OTISE005 OTIS ELEVATOR COMPANY		700	
26-00134		ELEVATOR SERVICE	218.00		
66641	09/03/26	PAINT005 DENVILLE LINE PAINTING		700	
26-00221		LINE PAINTING	50,542.08		
66642	09/03/26	PERAL005 PEARL OBSERVATORY		700	
26-01037		Telescope Night	375.00	Charged to Recreation Trust	
66643	09/03/26	PETER015 Peter J. King LLC		700	
26-00524		Township Attorney Retainer	6,250.00		
26-01081		2026 2nd Qtr Legal Litigation	29,607.31		
			35,857.31		
66644	09/03/26	POCHU010 POCHUCK VALLEY FIRE DEPT.		700	
26-01118		reimburse july 2026 expenses	4,627.13		
26-01119		reimburse august 2026 expenses	2,292.07		
			6,919.20		
66645	09/03/26	POSIT005 POSITIVE PROMOTIONS INC		700	
26-00905		Rec Event Supplies	933.43		
66646	09/03/26	POWER025 POWERTRAIN PLUS TRUCK PARTS		700	
26-01058		REBUILD THE STEERING BOX #462	1,850.00		
66647	09/03/26	PRIME005 PRIMEPOINT LLC		700	
26-01095		July - Time System	386.25		

Check # Check Date Vendor / PO # Description	Amount Paid	Reconciled/Void Ref Num	Contract
10-001 GENERAL/CENTRAL CHECKING Continued			
66648 09/03/26 ROBER035 ROBERTS AND SON, INC			700
26-00107 FOR VARIOUS AFTER MARKET VEH P	857.98		
66649 09/03/26 ROUTE005 ROUTE 23 AUTO MALL LLC			700
26-00143 PARTS TO REPAIR VES VEHICLES	152.52		
66650 09/03/26 SCHEN010 SCHENCK PRICE SMITH & KING LLP			700
26-01121 Legal Services- Tax Litigation	52.50		
66651 09/03/26 SCOOP005 VKAT dba THE SCOOP			700
26-01086 Rec Events	33.00	Charged to Recreation Trust	
66652 09/03/26 SHAW0005 LAUREN SHAW			700
26-01099 Supplies	27.82		
66653 09/03/26 SHERW005 SHERWIN WILLIAMS COMPANY			700
26-00220 SIGN SUPPLIES	253.65		
66654 09/03/26 SJFUE005 SJ Fuel South Co. Inc.			700
26-00162 Blanket -Gas Fuel Services	9,607.80		
66655 09/03/26 SPACE005 SPACE WILD ANIMAL FARM INC			700
26-00249 DEER CARCASS REMOVAL	27.00		
66656 09/03/26 STAPL010 Staples Contract & Commmercial			700
26-00991 2026/Municipal Court	179.41		
66657 09/03/26 SUSSE095 SUSSEX COUNTY M.U.A.		09/03/26 VOID	0
66658 09/03/26 SUSSE095 SUSSEX COUNTY M.U.A.			700
26-00085 GARBAGE DISPOSAL	595.10		
26-00087 PLASTIC RECYCLING	122.20		
26-00260 HAULING HL SWEEPINGS TO SCUMA	991.80		
	1,709.10		
66659 09/03/26 TELEP005 WARWICK VALLEY TELEPHONE			700
26-00161 Blanket Telephone Service	706.14		
66660 09/03/26 THETR005 The Tracks Deli			700
26-01034 SC Lunch Programs	435.83	Charged to Senior Trust	
66661 09/03/26 ULINE005 ULINE, INC			700
26-00779 Traffic Cones	800.02		
26-01054 Yellow field border Rope	116.08		
	916.10		
66662 09/03/26 USOUT005 U.S. Outworkers LLC			700
26-00909 Concrete Floor MGP Gazebo	16,925.00		
66663 09/03/26 VERIZ010 VERIZON WIRELESS			700
26-00275 Municipal Cell Phone Service	1,125.44		

Check # Check Date Vendor PO # Description	Amount Paid	Reconciled/Void Ref Num Contract
10-001 GENERAL/CENTRAL CHECKING Continued		
66664 09/03/26 VERNO120 VERNON TWP BOARD OF EDUCATION		700
26-00977 CLEAN COMMUNITIES	750.00	
66665 09/03/26 VERNO120 VERNON TWP BOARD OF EDUCATION		700
26-01106 Sept 1st Current Expense 2026	2,206,607.80	
66666 09/03/26 WBMAS005 W B MASON CO INC		700
26-00942 OFFICE SUPPLIES	251.81	
26-01111	39.56	
	291.37	
66667 09/03/26 WEINE005 WEINER LAW GROUP LLP		700
26-00058	360.00	
66668 09/03/26 WELLS055 KONICA MINOLTA PREMIER FINANCE		700
26-00277 Municipal Copier Lease (6)	1,661.55	

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	181	6	16,002,143.62	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	181	6	16,002,143.62	0.00

Check # Check Date Vendor PO # Description	Amount Paid	Reconciled/Void Ref Num Contract
12-001 PLANNING/ZONING		
4644 09/08/26 HAROL005 HAROLD E PELLOW AND ASSOC, INC		701
26-01138 various lub payments 9/2026	939.25	
4645 09/08/26 JCALD005 J. CALDWELL & ASSOCIATES LLC		701
26-01139 various lub payments 9/2026	1,240.00	
4646 09/08/26 WEINE005 WEINER LAW GROUP LLP		701
26-01140 various lub payments 9/2026	2,020.50	

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	3	0	4,199.75	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	4,199.75	0.00

Check # Check Date Vendor PO # Description	Amount Paid	Reconciled/Void Ref Num Contract
22-001 PAYROLL AGENCY		
5014 09/02/26 AFSCM005 A.F.S.C.M.E., NEW JERSEY COUNC		699
26-01129 Aug 2026	1,295.50	
5015 09/02/26 LOCAL005 P.B.A. LOCAL 285		699
26-01131 Aug 2026	1,650.00	
5016 09/02/26 LOCAL010 U.A.W. LOCAL 2326		699
26-01130 Aug 2026	691.20	
5017 09/02/26 POLIC005 POLICE AND FIREMAN'S INS. ASSO		699
26-01132 Aug 2026	98.34	

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num	Contract
PO #		Description			
22-001		PAYROLL AGENCY Continued			
5018	09/02/26	TRANS015 TRANS WORLD ASSURANCE COMPANY			699
26-01133		Aug 2026	920.00		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	5	0	4,655.04	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	5	0	4,655.04	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	189	6	16,010,998.41	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	189	6	16,010,998.41	0.00

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	6-01	15,841,895.61	19,205.16	0.00	15,861,100.77
CAPITAL FUND	C-04	33,543.02	0.00	0.00	33,543.02
ESCROW	E-12	4,199.75	0.00	0.00	4,199.75
GRANT FUND	G-02	23,614.79	0.00	0.00	23,614.79
OTHER TRUST	T-14	81,339.76	0.00	0.00	81,339.76
RECREATION TRUST	T-16	649.28	0.00	0.00	649.28
DEV. BONDS	T-21	1,896.00	0.00	0.00	1,896.00
PAYROLL	T-22	4,655.04	0.00	0.00	4,655.04
Year Total:		88,540.08	0.00	0.00	88,540.08
Total Of All Funds:		15,991,793.25	19,205.16	0.00	16,010,998.41

TOWNSHIP OF VERNON

RESOLUTION #26-246

"Authorize the Award of a Required Disclosure Contract with CYVL Inc. for Purchase of Transportation Infrastructure Platform

WHEREAS, the Township has a need to purchase of Transportation Infrastructure Platform or Vernon Township; and

WHEREAS, the Township has obtained multiple quotes in accordance with a N.J.S.A. 40A:11-6.1; and

WHEREAS, Cyvl Inc. has provided for a quote of three (3) years in the amounts of $7,245.00 per year for a total amount of $21,735.00, in excess of the pay to play threshold of $17,500.00; and

WHEREAS, Cyvl, Inc., 76 School Street, Somerville, MA 02143 has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the *Township of* Vernon in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract, and

WHEREAS, subject to the approval of future budgets by the governing body of the Township of Vernon, the Chief Financial Officer hereby certifies that funds NOT TO EXCEED $7,245.00 per year are available as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Vernon authorizes the Mayor to enter into a contract with Cyvl Inc., in the amounts of three (3) years in the amounts of $7,245.00 per year for a total amount of $21,735.00, for Transportation Infrastructure Platform; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and Personal Contribution Disclosure form, Determination of Value be placed on file with this resolution.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Cyvl Transportation Infrastructure Platform for Vernon Township, NJ

June 23rd, 2026

—

Prepared for:
Township of Vernon, NJ
Attn: Howard Lazier
Public Works Director
21 Church Street
Vernon, NJ 07462

Prepared by:
Cyvl, Inc.
Kasey Guyer
Account Executive
76 School Street, Somerville, MA 02143

Vernon, NJ's Situation

Vernon is a township of approximately 24,000 residents in Sussex County, New Jersey, maintaining roughly 105 centerline miles of roadway across more than 75 square miles. Today the Public Works Department tracks road conditions, complaints, and assets in a GIS mapping system (IMGIS) and works with an outside engineer on a long-range paving plan that must constantly be adjusted for budget constraints and winter damage. Like many New Jersey municipalities, Vernon needs an objective, repeatable way to score pavement condition, defend paving decisions to the council and taxpayers, and stretch a limited budget across the network. This proposal delivers a three-year Cyvl engagement focused on pavement, replacing manual windshield assessments with LiDAR-based mobile data collection and producing GIS-ready PCI data, quantified distress measurements, and transparent, council-ready reporting to support both capital planning and grant applications.

What Cyvl Provides

Cyvl replaces fragmented, manual infrastructure workflows with a single platform that collects, analyzes, and visualizes roadway data. Using vehicle-mounted LiDAR sensors and AI, we give Vernon, NJ objective, repeatable, and defensible data to drive maintenance decisions and capital planning.

Scope of Services for Vernon, NJ

Cyvl will provide the following services in our "Advanced" package:

✓ **Pavement Condition Analysis**

Standardized condition scoring across your entire network, ready for grant applications and capital planning

✓ **Pavement Distress Quantity and Severity**

AI-detected distresses with location, size, and severity so your team can target repairs precisely

✓ **Fresh 360° Street-level Imagery**

Georeferenced imagery for virtual field visits, QA/QC, and cross-department coordination

✓ **High Definition 2D imagery**

Geo-tagged photos of your entire network

✓ **3D LiDAR Point Clouds**

Centimeter-accurate scans for measurements, design, and as-built documentation

✓ **Maps and GIS Reports**

Ready-to-use shapefiles and visual reports that integrate with Esri, Cartegraph, and Civil 3D

✓ **Upload Geospatial Data and Docs**

Centralize existing data alongside new Cyvl outputs in one dashboard

✓ **Document Writing and Planning**

AI-assisted infrastructure reports and planning documents from your data

✓ **24/7 Public Works Assistant**

On-demand AI support for infrastructure questions, data lookups, and reporting

✓ **Dynamic Pavement Management Plan**

A living plan that updates as conditions change, replacing static spreadsheets and outdated studies

For an annual investment of $7,245, the Township of Vernon will have everything needed to map and manage your roadway infrastructure with Cyvl's platform, including team training, ongoing support, and a dedicated account manager. We partner on a three-year basis with an opt-out auto-renewal: if you're unsatisfied after Year 1, simply give 30 days' notice before the renewal date and your data is yours to export.

Pricing Breakdown:

Year 1: "Advanced" – $7,245

Year 2: "Advanced" – $7,245

Year 3: "Advanced" – $7,245

Total Investment: $21,735

Pricing note: This rate is valid for agreements executed before July 1, 2026. After July 1, the same package reflects a 25% increase ($9,056 per year; $27,169 over three years). Locking in now secures the pricing above for the full three-year term.

Action Plan

Per our discussions, we believe the following represents the key next steps to moving forward:

Action Item/Milestone	Target Date
Approval of Proposal by Vernon, NJ	June, 2026
Contract approved and executed	June, 2026
Project kick-off meeting	June, 2026
Data capture of streets with Cyvl sensor	June 2026
Data Delivered	2-3 weeks post data capture
Post Project Meeting (go over results)	July 2026

At any point in the process, please let us know if any of the dates are incorrect or seem unreasonable. We are excited to begin working with your team as soon as you are ready.

CYVL ORDER FORM

Customer Name: Township of Vernon, NJ	**Customer Contact Name**: Howard Lazier
Customer Address: 21 Church Street Vernon, NJ 07462	**Customer Phone**: (973) 764-3021 **Customer E-Mail**: hlazier@vernontwp.com

Software Platform: Cyvl's cloud-based, AI-powered digital-twin infrastructure-management solution (with its web-based software-as-a-service platform, the "**Platform**") and the services provided in connection with the Platform shall incorporate the features of **Advanced** years 1,2 and 3.

Total Centerline Mileage for project: 105

Feature Set: **Advanced**:

- 24/7 AI Infrastructure Assistant
- Document Writing & Planning
- Maps & GIS Reports
- Upload Geospatial Data & Docs
- Dynamic Pavement Management Plan
- Continuous Road Condition Monitoring
- Pavement Distress Quantity & Severity
- ASTM PCI Pavement Analysis
- Fresh 360° Street View
- 3D LiDAR Point Clouds

Sensor Fee: $0, waived **One-Time Implementation Sensor Fee**: $0, waived Year One Annual Fee: $7,245 Year Two Annual Fee: $7,245 Year Three Annual Fee: $7,245 **Total Fees for Term**: $21,735 **Number of Admins**: 10 **Number of Guests**: Unlimited	**Term**: One Year **Start Date**: June, 2026 **End Date:** June, 2029

This Customer Agreement, effective as of the Effective Date (as defined below), is entered into by and between, Cyvl, Inc., a Delaware corporation("**Cyvl**") and the customer set forth above (the "**Customer**"). By signing this signature page, Cyvl and Customer hereby agree to be bound by the Customer Agreement, which is comprised of the Order Form, this signature page, the Customer Terms and Conditions, AI Addendum, and Cooperative Procurement Vehicle Addendum (collectively, the "**Agreement**"). This Agreement shall be effective upon the earlier of the date of the last signature below, or the date of Customer's first use of or access to the Services ("**Effective Date**"):

CYVL, INC.

Signature ______________________________

Name ______________________________

Title ______________________________

Date ______________________________

CUSTOMER – ________________________

Signature ______________________________

Name ______________________________

Title ______________________________

Date ______________________________

TOWNSHIP OF VERNON

RESOLUTION #26-256

CHAPTER 159 RESOLUTION REQUESTING APPROVAL OF REVENUE AND APPROPRIATION AMENDING THE 2026 BUDGET AS A REVENUE AND APPROPRIATION OF $3,089.54

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

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

WHEREAS, the Township has been awarded a $3,089.54 National Opioid Settlement; and wishes to amend its 2026 budget for the difference of the awarded amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Vernon hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2026 in the sum of $3,089.54 which is now available as a revenue,

BE IT FURTHER RESOLVED that a like sum of $3,089.54 is hereby appropriated under the caption National Opioid Settlement.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #26-257

CHAPTER 159 RESOLUTION REQUESTING APPROVAL OF REVENUE AND APPROPRIATION AMENDING THE 2026 BUDGET AS A REVENUE AND APPROPRIATION OF $25,000.00

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

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

WHEREAS, the Township has been awarded a $25,000.00 County of Sussex FY2026 Trails Grant for Maple Grange Loop: Trail Restoration, Hazard Mitigation and Forest Stewardship Project; and wishes to amend its 2026 budget for the difference of the awarded amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Vernon hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2026 in the sum of $25,000.00 which is now available as a revenue,

BE IT FURTHER RESOLVED that a like sum of $25,000.00 is hereby appropriated under the caption Sussex County Grant FY2026.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #26-258

RESOLUTION AUTHORIZING LEASING OF CERTAIN VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH SOURCEWELL NATIONAL COOPERATIVE #112025-EFM THROUGH ENTERPRISE FLEET MANAGEMENT SERVICES INC. (Quote No. 10262692)

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 #112025-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 #112025-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 $74,530.00 (Quote No. 10262692); 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 #112025-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 Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 10262692

Prepared For: Township Of Vernon
Haw, Jason

Date 08/27/2026
AE/AM MKC/J2R

Unit #
Year 2027 **Make** Ford **Model** F-550 Chassis
Series XL 4x4 SD Regular Cab 145 in. WB DRW
Vehicle Order Type Ordered **Term** 60 **State** NJ **Customer#** 591495

$ 72,530.00		Capitalized Price of Vehicle [1]
$0.00	*	Sales Tax 0.0000% **State** NJ
$ 159.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 300.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$0.00		Taxes
$ 72,830.00		Total Capitalized Amount (Delivered Price)
$ 1,092.45		Depreciation Reserve @ 1.5000%
$ 337.29		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 1,429.74		**Total Monthly Rental Excluding Additional Services**

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

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	Medium Dark Slate w/Vinyl 40/Mini-Console/40
Lic. Plate Type	Unknown
GVWR	0

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 [3] Contract Miles 0	OverMileage Charge	$ 0.00 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included
$ 0.00	**Additional Services SubTotal**		
$ 0.00	Tax 0.0000%	**State** NJ	
$ 1,429.74	**Total Monthly Rental Including Additional Services**		
$ 7,283.00	Reduced Book Value at 60 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
BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	$ 170.00
Courtesy Delivery Fee	C	$ 300.00
Total Other Charges Billed		$ 170.00
Total Other Charges Capitalized		$ 300.00
Other Charges Total		$ 470.00

Open-End (Equity) Lease Rate Quote

Quote No: 10262692

VEHICLE INFORMATION:

2027 Ford F-550 Chassis XL 4x4 SD Regular Cab 145 in. WB DRW - US

Series ID: F5H

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$57,114.00	$60,120.00
Total Options	$14,621.00	$16,065.00
Destination Charge	$2,795.00	$2,795.00
Total Price	**$74,530.00**	**$78,980.00**

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White

Interior: LS-Medium Dark Slate w/Vinyl 40/Mini-Console/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
145WB	145" Wheelbase	STD	STD
18B	Platform Running Boards	$291.00	$320.00
41P	Transfer Case Skid Plates	$137.00	$150.00
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
473	Snow Plow Prep Package	$319.00	$350.00
52B	Trailer Brake Controller	$273.00	$300.00
535	High Capacity Trailer Tow Package	$528.00	$580.00
61J	6-Ton Hydraulic Jack	$50.00	$55.00
64Z	Wheels: 19.5" X 6" Argent Painted Steel	Included	Included
660A	Order Code 660A	NC	NC
67A	350 Amp Dual Alternators	Included	Included
68H	GVWR: 19,550 Lb Payload Plus Upgrade Package	$1,051.00	$1,155.00
76C	Exterior Backup Alarm (Pre-Installed)	$255.00	$280.00
86M	Dual 68 AH/65 AGM Battery	Included	Included
872	Rear View Camera & Prep Kit	$468.00	$515.00
96V	XL Chrome Package	$387.00	$425.00
96VFBP	Chrome Front Bumper	Included	Included
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	$10,006.00	$10,995.00
FCP1	Ford Connectivity Package (1-Year Included)	Included	Included
FOGLMP	Halogen Fog Lamps	Included	Included
L	Vinyl 40/Mini-Console/40 Front Seat	$323.00	$355.00
LS_02	Medium Dark Slate w/Vinyl 40/Mini-Console/40 Front Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
RMTSRT	Remote Start	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4 w/8" Center Display	Included	Included
TGM	Tires: 225/70Rx19.5G BSW Traction	$173.00	$190.00
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X4L	Limited Slip w/4.30 Axle Ratio	$360.00	$395.00
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 2
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
- Convex Driver Mirror: convex driver and passenger mirror
- Mirror Type: manual extendable trailer mirrors
- Running Boards: running boards
- Skid Plates: skid plates
- Door Handles: black
- Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
- Front Tow Hooks: 2 front tow hooks
- Front Mud Flaps: front and rear mud flaps
- Body Material: aluminum body material
- : trailering with harness, brake controller
- Fender Flares: black fender flares
- Grille: black grille
- Upfitter Switches: upfitter switches

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

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

Lighting, Visibility and Instrumentation Features:
- Headlamp Type delay-off reflector halogen headlamps
- Front Fog Lights: front fog lights
- Cab Clearance Lights: cab clearance lights
- Front Wipers: variable intermittent wipers

Tinted Windows: light-tinted windows
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Turbo/Supercharger Boost Gauge: turbo/supercharger boost gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: digital clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Ignition Disable: SecuriLock immobilizer
Security System: security system Ford Security Package
Panic Alarm: panic alarm
Tracker System: tracker system
Traction Control: driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 2
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Leather Upholstery: vinyl front seat upholstery
Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:
Engine 330-hp, 6.7-liter V-8 (diesel)

Standard Transmission:
Transmission 10-speed automatic w/ OD and PowerShift automatic

September 1, 2026

To Town Clerk,

REF : 25 Burgher Rd LOT:1 BLK:438 DIST:22 CITY/MUNI/TWP:VERNON TWP MAP REF:TAX MAP 15W and 24 Burgher Rd. LOT:22 BLK:436

Pursuant to the New Jersey Open Public Records Act (OPRA), we respectfully request electronic copies of the following existing public records relating to the end portion of Burgher Road at Lake Wanda, 25 Burgher Rd LOT 1 BLOCK 438 and 24 Burgher rd LOT:22 BLK:436

These records are necessary to establish the documented boundaries of these areas on the ground. This matter has become particularly urgent following the events of August 28–29, 2026, when the existing water passage toward Lake Wanda was blocked with stones, branches, and wood material, causing water to enter my private property. LOT:2 BLK:438 DIST:22 CITY/MUNI/TWP:VERNON TWP. We require the official records in order to facilitate an on-site review and to request specific Township action concerning access and prevention of further property damage.

Please provide all surveys, tax maps, variances, filed maps, site/plot plans, deeds, engineering drawings, and other records establishing the exact dimensions and boundaries of , shown on the available map with approximate dimensions of 65/77 feet, as well as the location of the garage in relation to the boundaries of Lot 1, LOT 22 and Burgher Road.

2. Driveway in Front of the Garage

Please provide all permits, applications, approvals, site plans, zoning/engineering records, driveway or curb-cut permits, and other records relating to any driveway serving the garage on Lot 1.

If an approved driveway exists, please provide the records establishing its exact dimensions, width, length, location, and boundaries. If no responsive records exist, please confirm that in writing.

3. Area in Front of the Garage

Please provide all maps, surveys, right-of-way plans, engineering records, and other records establishing the exact boundaries of Lot 1, 25 Burgher Road municipal right-of-way, and any other municipal property immediately in front of the garage

4. Municipal Property Between Lot 1 and the Lake Wanda Shoreline Area

Please provide all maps, surveys, deeds, GIS/tax maps, right-of-way plans, engineering records, and other records establishing the exact dimensions, width, length, and boundaries of the property located between Lot 1 25 Burgher rd and the Lake Wanda shoreline area that is identified on available maps as municipal property.

These records are specifically requested so that the boundaries can be identified on the ground, including the areas beside and behind the garage and the area where firewood, materials, or other obstructions are currently located.

5. Public Access and the End of Burgher Road

Please provide all records establishing the exact width, boundaries, and endpoint of Burgher Road at Lake Wanda, as well as the location and dimensions of any public access/right-of-way to

TOWNSHIP OF VERNON

RESOLUTION #26-259

REFUND OVERPAYMENT
(Block 326 Lot 7)

BE IT RESOLVED, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to Donald and Michelle Matus, in the amount of $2,113.95 representing refund for overpayment of 3rd qtr. 2026 property taxes for Block 326 Lot 7.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-260

AUTHORIZING NEW JERSEY STATE CONTRACT
23-FOOD-47764
FLOORING SERVICES

WHEREAS a need exists for a flooring solution for the offices within the Township of Vernon; and

WHEREAS the Township of Vernon may, without advertising for bids, purchase such materials through the New Jersey State Purchase and Property State Contracts pursuant to N.J.S.A. 40A:11-12 and N.J.A.C. 5:34-7.29 et. Seq., and

WHEREAS, under the state contract award, the following vendor holds New Jersey State Purchase and Property State Contract 23-FOOD-47764, for flooring services:

Flooring Foundation, 5 Garner Road, Bloomsbury, N.J.

WHEREAS, Flooring Foundation has proposed service consistent with New Jersey State Contract 23-FOOD-47764 in the amount of $68,500.00; and

WHEREAS the Chief Financial Officer certifies funds in the amount not to exceed $68,500.00 in the following accounts are available:

C-04-26-014-10

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Township of Vernon, pursuant to N.J.S.A.40A:11-12 & N.J.A.C. 5:34-7.29 that it authorizes the use of state contract number 23-FOOD-47764, for flooring services from Flooring Foundation, 5 Garner Road, Bloomsbury, N.J. in the amount of $68,500.00.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #26-261

REFUND OVERPAYMENT
(Block 527 Lot 453 – Del Purgatorio)

BE IT RESOLVED, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to in the amount of $2658.06 representing refunds for overpayments for both 1st and 2nd qtrs. 2026 property taxes for Block 527 Lot 453.

OWNER	BLOCK	LOT	REFUND AMOUNT
Del Purgatorio	**527**	**453**	**$2658.06**
		TOTAL:	**$2658.06**

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIPSHIP OF VERNON

RESOLUTION #26-262

Authorize the Award of an Electrical Services Bid # 26-08 to JEM Electric

WHEREAS, there is a need for electrical services contractor in the Township of Vernon; and

WHEREAS, the Township of Vernon received bids in a fair and open manner (N.J.S.A. 19:44A-20.5), for electrical services under bid 26-08, on August 12, 2026, at 12:00P.M., to wit:

	Magic Touch Construction Co., Inc.	Avatar Tech LLC	Sal Electric Co., Inc.	JEM Electric	Kieffer Electric, Inc.
Foreman					
Standard Hourly Rate	$150.00	$156.62	$145.00	$135.00	$165.00
Overtime Rate	$225.00	$234.93	$190.00	$195.00	$245.00
Weekend/ Holiday Rate	$300.00	$313.24	$250.00	$270.00	$325.00
Helper					
Standard Hourly Rate	$125.00	$69.77	$65.00	$60.00	$75.00
Overtime Rate	$187.50	$104.66	$130.00	$95.00	$245.00
Weekend/ Holiday Rate	$250.00	$139.54	$150.00	$120.00	$325.00
TOTAL	**$1,237.50**	**$1,018.76**	**$930.00**	**$875.00**	**$1,380.00**
Markup Parts	10%	15%	15%	7%	10%
Markup Equip	10%	15%	10%	10%	10%

; and

WHEREAS, JEM Electric, 337 Rutherford Ave., Franklin, New Jersey, 07422, has provided for the lowest bid deemed responsive and responsible to the specifications and legal requirements as provided for within the bid document, in accordance with N.J.S.A. 40A:11-4A; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Vernon authorizes the Mayor to enter into a contract with JEM Electric, for a two (2) year contract for Electrical Services in accord with the tenets of contract found within Bid 26-08; and,

BE IT FURTHER RESOLVED, extensions to contract shall be in accordance with N.J.S.A. 40A:11-15

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

BID #	26-08	Electrical Services Bid	August 12, 2026 at 12:00PM	Vernon Twp								
NAME	ADDRESS	CITY	TELEPHONE	EMAIL	Miles from 21 Church Street	Ownership	PWCRA	New Jersey BRC	Non Collusion	Federal Debar	Experience	Equipment Cert
Magic Touch Construction Co., Inc.	59 W Front St.	Keyport, New Jersey, 07735	732-888-9625	mtc@magictouchconstruction.com	72.4	x	x	x	x	x	x	x
Avatar Tech LLC	142 Lafayette Street Newark, NJ 07105	NJ, New Jersey, 07105	9082802499	miguel@avatartechllc.com	46.6	x	x	x	x	x	x	x
Sal Electric Co., Inc.	83 Fleet Street	Jersey City, New Jersey, 07306	2017984406	yomari@salelectric.com	48.2	x	x	x	x	x	x	x
JEM Electric	337 Rutherford Ave	Franklin, New Jersey, 07422	9739039523	mikejsmidt@yahoo.com	8.3	x	x	x	x	x	x	x
Kieffer Electric, Inc.	Post Office Box 570	Branchville, New Jersey, 07826	9739487598	ckieffer@kiefferelectric.com	19	x	x	x	x	x	x	x

	Magic Touch Construction Co., Inc.	Avatar Tech LLC	Sal Electric Co., Inc.	JEM Electric	Kieffer Electric, Inc.
Foreman					
Standard Hourly Rate	$150.00	$156.62	$145.00	$135.00	$165.00
Overtime Rate	$225.00	$234.93	$190.00	$195.00	$245.00
Weekend/ Holiday Rate	$300.00	$313.24	$250.00	$270.00	$325.00
Helper					
Standard Hourly Rate	$125.00	$69.77	$65.00	$60.00	$75.00
Overtime Rate	$187.50	$104.66	$130.00	$95.00	$245.00
Weekend/ Holiday Rate	$250.00	$139.54	$150.00	$120.00	$325.00
TOTAL	**$1,237.50**	**$1,018.76**	**$930.00**	**$875.00**	**$1,380.00**
Markup Parts	10%	15%	15%	7%	10%
markup Equip	10%	15%	10%	10%	10%

Bid #26-08

ELECTRICAL SERVICES BID

Vernon Township Municipal Building

Vernon Township, Sussex County New Jersey

August 12, 2026, at 12:00P.M.

New Jersey's four season recreation community

VERNON
TOWNSHIP

FAIR & OPEN PUBLIC SOLICITATION PROCESS
PURSUANT TO N.J.S.A. 19:44A-20.5ET SEQ.

www.bidnetdirect.com//vernontownship

NOTICE TO BIDDERS

Notice is hereby given that on **August 12, 2026, at 12:00PM.** (Prevailing time), electronically sealed bids will be opened and conducted in electronic platform in accord with N.J.A.C. 5:34-1 et. Seq., on BidNet Direct at www.bidnetdirect.com//vernontownship at which time and place the sealed bids will be opened publicly and read for the following:

Bid # 26-08 Electrical Services Bid

Bids shall be electronically uploaded, no physical bids shall be received, opened or honored.

NOTE:
it is the bidder's responsibility to ensure that the bid package is delivered by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.

Contract documents may be obtained from the bid platform, for zoom opening information contact the Qualified Purchasing Agent at:

Sean P. Canning, QPA scanning@TheCanningGroup.org

The Township of Vernon does not release the project estimate.

Bidders are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27.

Bid Tabulation:
Bid results will be posted on BidNet Direct at www.bidnetdirect.com//vernontownship within 24 hours of the bid opening.

July 29, 2026 Anthony Rossi, Mayor

Applicable to Bid if marked "X"	DOCUMENTATION REQUIRED OR REVIEWED	Initials	When Due if not submitted with Bid
	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)		With Bid Submission
	Consent of Surety (Certificate from Surety company)		With Bid Submission
	Performance Bond and Labor and Material Payment Bond (Required from the Awarded Contractor)		At signing of contract
	Maintenance Bond in the Amount of 100 % for a period indicated in "General Conditions" Required from the Awarded Contractor Upon Acceptance of Project		Upon Acceptance of Project
X	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)		With Bid Submission
X	Ownership Disclosure Form		With Bid Submission
	Named Subcontractors in Bid for Listed Specialty Trades		With Bid Submission
X	Public Works Contractor Registration Certificate(s) for the Bidder and all Sub Contractors		Prior to Award, but effective at time of bid
X	Business Registration Certificate – Bidder and all Sub Contractors		Prior to Contract Award
X	Non-Collusion Affidavit		Prior to Contract Award
X	Experience and Background Questionnaire		Prior to Contract Award
X	Insurance and Indemnification Certificate		Prior to Contract Award
	Disclosure of Investment Activities in Iran Form		Prior to Contract Award
	Certification of non-involvement in Prohibited Activities in Russia or Belarus		Prior to Contract Award
X	Federal debarment Form		Prior to Contract Award
X	EEO/AA Form AA-201		After Notice of Award, Prior to Signing Contract
	EEO/AA Form AA-302 or Letter of Federal Approval or Certificate of Employee Information Report		After Notice of Award, Prior to Signing Contract
X	Bidder's Checklist		Prior to Contract Award

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

Bidder Name: ______________________________ Date: ____________________

Authorized Representative: ______________________

Signature: ________________________________

Print Name & Title: ____________________________

BID 26-08

ALL BIDS AND QUESTIONS MUST BE ON BIDNET DIRECT ONLY – NO PHYSICAL OR EMAILED BIDS WILL BE ACCEPTED

www.bidnetdirect.com//vernontownship

TECHNICAL SPECIFICATIONS FOR ELECTRICAL REPAIRS

NOTE REGARDING EQUAL OR EQUIVALENT PRODUCTS:

If the Bidder submits a bid on a product asserted to be an "equivalent " product to the one asked for in the bid, it shall be the responsibility of the Bidder to prove to the Municipality that such product is equivalent in quality and in conformity with the specifications. Also the Bidder may be required to submit the "equivalent" product and supporting manufacturer's data to each requesting Agency for testing. In addition, the Municipality may require proof of equivalency by an outside laboratory at the cost and expense of the Bidder. If the Municipality accepts a product claimed to be "equivalent" and after use it proves to not be equivalent, the Municipality shall have the right to cancel the Contract, return any unused goods, and the Bidder shall be responsible to the Municipality for all damages and additional costs incurred by the Municipality. The determination of equivalency shall be solely that of the Municipality.

SPECIFICATIONS

Vernon Township Department of Public Works (owner) requests bids from contractors for the provision of electrical services such as repairs, upgrade, stabilization of electrical systems at the Township's facilities to the original design and/or constructed condition, or to reinforce, rehabilitate or upgrade or replace as directed by the Department of Public Works Superintendent or designee.

The owner reserves the right to add or remove facilities during the contract period as referenced below.

Contractors will be utilized on an as needed or emergency basis. No guarantees are made for or implied for the total value of the contract for owner only purposes.

All bidders must be qualified and responsible. If the bidder is doing business as a sole proprietorship, the bidder must hold a valid license in its name and be in good standing with the relevant licensing authority. If the bidder is doing business in the corporate form, then in addition to the foregoing, the bidder must be in good standing with the office of the Secretary of State, having complied with relevant filing and reporting requirements.

It is the intent of these specifications to describe the level of performance required to maintain designated areas within the Township. Any work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. The Contractor shall furnish all labor, equipment and materials necessary or required to provide the landscape maintenance services described in the specifications. The conditions and requirements of these specifications are intended to be open and non-restrictive for the purpose of obtaining adequate participation by interested vendors and uniformity in the submissions of bids.

4.1 CONTRACT TERM

The term of this contract shall be for 2 years commencing on September 1, 2026, and terminating on August 31, 2028, with the option of a two (2) year extension in accordance with N.J.S.A. 40A:11-15.

4.2 VERNON TOWNSHIP REPRESENTATIVE

The Townships representative during the term of this contract will be:

Howard Lazier
hlazier@vernontwp.com

4.3 ESTIMATE OF WORK HOURS

The owner does not and will not warrant or guarantee the amount of work hours to be supplied/required in any given day, week, month or year, or in the aggregate, pursuant any contractual agreement awarded under these bid specifications. Nothing contained in any of the bid documents shall be construed to guarantee or warrant any amount of work hours.

Nothing herein shall entitle the Contractor to any claim to an hourly price increase for lost profits or for any other compensation whatsoever in the event that the actual work hours supplied/required under this agreement are more or less than estimated work hours.

Each bidder shall examine and become thoroughly familiar with all existing conditions, including all applicable laws, ordinances, rules and regulations that will affect the work, prior to submitting a proposal. The bidder shall visit the sites, examine the existing conditions, equipment and systems, and ascertain by any reasonable means all conditions that will in any manner affect the work, in order to be fully informed prior to submitting a proposal.

The number of hours shall be computed from the time the vendor signs in at the public works office. Upon reporting a form will be completed by Township personnel indicating contactor's name, license number, facility reporting to both start and finish times signed by contractor.

4.4 Basis of Bid Award

The Lowest responsible bidder as per N.J.S.A. 40A:11-4a will be awarded the contract based upon prevailing wage rates as provided for in the proposal page.

4.5 LOCATIONS

- All Municipal Owned Buildings and Parks

4.6 CONTRACTORS REQUIREMENTS

All bidders must possess a State of New Jersey MASTER ELECTRICIANS license for Electrical. Said License is equal to an Electrician who is the holder of a Valid License issued by the NJ Board of Examiners of Electrical Contractors. A copy of said license must be attached to this bid and must provide proof of licensure with the bid response.

Each bidder must submit with their bid an experience statement naming facilities presently under contract along with the names and phone numbers of the main contact person at each facility. The owner has the right to validate the work performed at each facility listed by the bidder with phone calls and/or site visits.

Contractor shall:

(a) Perform in a professional manner on a timely basis by qualified, competent personnel authorized to work at Township facilities in which they provide services;

(b) Not infringe or encroach upon any party's personal, contractual or proprietary rights, including patent, trademark and service mark, copyright, right of privacy or trade secret rights;

(c) Provide materials of good quality and without defect, and conform to all specifications and other descriptions set forth herein; further represents and warrants that all goods furnished in the provision of services will be new unless otherwise specified and agreed to in writing by the Superintendent of Public Works or designee, will be free from defects in materials, workmanship, and design, and will conform to all applicable manufacturer's specifications;

(d) Be in conformity with all federal, state or local laws, regulations or orders.

The Contractor shall provide a cost estimate to the Superintendent or designee for work in excess of $1,000. Prevailing Wage requirements apply to certain functions to be determined at time of work. The Contractor shall respond with a cost estimate within 24 hours, excluding weekend and holidays. If at the discretion of the Superintendent of Public Works or designee, the job/cost estimate is more complicated requires site verification or visit, the response time will be adjusted accordingly, up to 48 hours excluding Holidays & Weekends.

Failure of the Contractor to respond as required will constitute non-performance and the owner shall be entitled to take steps to secure compliance through written and verbal communication to contractor. The owner reserves the right to rescind award due to continuing non-performance factors that have been brought to the contractor's attention in
writing.

Contractor shall not subcontract any services under this agreement.

The contractor shall be experienced in testing, servicing, repairing, and replacing equipment of the types to be installed in the owner's facilities and properties.

The contractor shall coordinate its work with other owner contractors and/or owner personnel so as to avoid any interruption of work to owner facilities and programs.

If required, the contractor shall be responsible for obtaining permits and inspections for all projects under this contract.

The Contractor shall assign only those personnel necessary to accomplish the work and shall not assign more workers than are required.

4.7 Request for Services

Requests for services at any building or facility shall only be made by the Superintendent or his designee.

The Contractor must provide service twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

The Superintendent or his designee will place all requests for service directly to the Contractor by written work order or by phone call confirmed with an e-mail or fax. The Contractor shall reply to all messages within twelve hours, and to provide written work orders within twenty-four to forty-eight (48) hours.

The contractor's representative or service technician shall sign in and sign out for each job. A Sign in sheet is located at the Public Works office located at 10 Don Connor Blvd. Vernon, noting time of arrival and time of departure for each call for service. Owner will not be responsible for payment of services while contractor or service representative takes meal breaks. Owner must be notified if contractor or service representative needs to travel to store/warehouse to pick up needed equipment. This will allow proper monitoring of travel time for needed emergency parts.

4.8 Response Time

Standard Service
The contractor must provide service twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

The contractor shall respond to a request for maintenance or repair services within forty-eight (48) hours to (72) seventy two hours for non-emergency requests, excluding weekends and holidays.

Emergency Service
The Superintendent or his designees requesting service shall determine if the request is an emergency request. Due to the urgency of emergency service, the contractor shall have the capability of responding to a request for emergency services within two (2) hours. The two (2) hour response time applies to Regular Time, Overtime, Saturdays, Sundays and Holidays.

4.9 Parts/Materials/Equipment

Materials/Furnishing Parts/Equipment
Materials- the Superintendent will only pay for materials that have been authorized and used to complete each work order. The contractor shall furnish all parts and/or materials required unless the owner elects to furnish them.

Furnishing Parts-
The contractor shall provide repair parts to complete a project. Replacement parts will be based on a percentage discount from the Manufactures Suggested Retail Prices (MSRP). All invoices submitted to the owner for payment by the contractor that contain charges for approved parts must show the MSRP and the discounted price.

In performing all of the required services under this contract, the Contractor agrees to provide only genuine parts that are recommended and/or approved by the manufacturer(s) of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended or approved by the manufacturer(s) of the equipment. Equivalent parts or lubricants may be used if approved by the owner in advance. The contractor shall not permanently remove from the job site any parts or equipment covered under this contract, unless first given written approval by the Superintendent. This does not include renewal parts stocked on the job by the contractor, if any, which shall remain the sole property of the contractor.

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the owner by any other clause of this contract. Copies of such warranties shall be submitted to the owner upon completion of work.

Equipment
The contractor shall provide all tools, machinery, apparatus, and equipment customarily required to accomplish all work required by the owner. The cost of all such tools, machinery, apparatus and equipment shall be included in the hourly base bid for labor. No separate payment shall be made, except for such equipment not customarily required for the services to be provided.
Examples include; rental of bucket trucks, backhoes, and similar large specialized equipment.

Billing for specialized equipment shall be in accordance with prevailing rental rates, in increments of half days, for the time actually spent on the project. In the event of billing disputes, NJDOT force account provisions shall govern. The contractor's mark-up on equipment rental costs shall not exceed ten percent (10%).

4.10 Contract Price and Payment Procedures

Payment shall be made in accordance with the rate bid on the proposal sheet. The hourly rate bid should include all costs of labor, overhead and transportation. The hours for which payment shall be made will be for the time on the job site only. There will be no allowance for travel time, mileage or meal breaks.

The contractor shall record all service on a Service Order Report (invoice) that shall include the nature of the request for service, the evaluation of the problem, a description of the work performed, a listing of materials used, and the time arrived on site and the time departed.

The Service Order Report shall be signed by the Superintendent or his designees, and a copy provided to the owner. All invoices shall include a copy of the signed Service Order Report.

Invoices shall be submitted to Vernon Township Department of Public Works 10 Don Connor Blvd. Vernon, NJ 08827. The invoices shall be forwarded to the appropriate departments for processing. Billings for labor shall be in half-hour increments.

The owner must receive such report (invoice) within two weeks of job completion.

4.11 Special Conditions

All Prevailing Wage jobs require the submission of monthly certified payrolls to the owner, as well as NJWAGE Hub.

Bidders must be located with 12 miles of the Township of Vernon, 21 Church Street, Vernon as measured by google maps for emergency response.

4.12 Inspections

The owner reserves the right to make such inspections and tests as may be necessary to ascertain that the requirements of this agreement are being fulfilled. Deficiencies noted shall be corrected by the Contractor within 24 hours.

4.13 Overtime and Holidays

It is the policy of the owner to avoid scheduling any work that exceeds eight (8) hours a day and to avoid scheduling any work on Saturdays, Sundays, and holidays.

In the event that the owner asks the Contractor to work after hours, the allowance of a time and a half rate charge and/or double time rate charge will be in accordance with the following schedule:

1 ½ times the hourly rate bid for:
- All hours in excess of eight (8) per day, Monday through Friday and all hours on Sat.

2 times the hourly rate bid for:
- All hours on Sundays and Holidays.

The owner shall not pay for overtime work except in the case of an emergency service call, and where authorized by the owner's Department of Public Works or designees.

4.14 Specific Conditions

The purpose of this bid is to engage a competent firm having the required manpower, equipment, abilities and certifications to test and service any of the Township's facilities electrical systems including, but not limited to:

Light structures
Electrical outlets.
Electrical appliances.
Underground electrical wiring.
Trouble shoot electrical problems at Borough owned properties/facilities.

Not included in this service contract are:
Irrigation systems
Wells and appurtenances

PROPOSAL FORM

The amount of my bid does include paying the **prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations**, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJDOL) pursuant to the New Jersey Prevailing Wage Act (NJPWA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOL rules, N.J.A.C. 12:60.

HOURLY RATE Prevailing wage for project in aggregate of one (1) year in excess of $19,375.00

Licensed Master Electrician – Regular Rate	$_____
Emergencies - nights, excess of eight hours excluding weekends and holidays	$_____
Emergencies Saturdays, Sundays and Holidays	$_____
Helper – Regular Rate	$
Emergencies - nights, excess of eight hours excluding weekends and holidays	$_____
Emergencies Saturdays, Sundays and Holidays	$_____
MATERIAL/SUPPLIES/EQUIPMENT	**MARKUP**
(Markup = percentage above contractor's cost) Materials/Supplies	______%
Equipment	______%
THERE SHALL BE NO CHARGE FOR PROJECT ESTIMATES	______**Initials**

_______________________________ Company Name

_______________________________ Federal ID # or Social Security #

_______________________________ Address

_______________________________ Signature of Authorized Agent

_______________________________ Type or Print Name

_______________________________ Title:

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicant's in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the

Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(l) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination

standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

The contactor or subcontractor shall interview the referred minority or women worker.

If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of worker's in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

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

TOWNSHIP OF VERNON

RESOLUTION #26-263

REFUND OVERPAYMENT
(Block 528 Lot 11 – Thompson)

BE IT RESOLVED, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to in the amount of $1811.16 representing refund for overpayment for 3rd qtr. 2026 property taxes for Block 528 Lot 11.

OWNER	BLOCK	LOT	REFUND AMOUNT
Thompson	528	11	$1811.16
		TOTAL:	$1811.16

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-264

REFUND OVERPAYMENT
(Block 472 Lot 67 – Folb)

BE IT RESOLVED, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to in the amount of $1148.56 representing refund for overpayment for 2nd qtr. 2019 property taxes for Block 472 Lot 67.

OWNER	BLOCK	LOT	REFUND AMOUNT
Folb	472	67	$1148.56
		TOTAL:	$1148.56

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-265

REFUND FOR CARRY PERMIT MUNICIPAL FEE, SCAROLA

WHEREAS, mayor and township council of the township of Vernon have adopted ordinance 26-04 dated 2/9/2026 allowing the refund of the municipal fee portion of the conceal carry application;

WHEREAS, to ease the financial burden, the Township of Vernon will offer a refund of $150 for the municipal fee to Nicholas Scarola.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Township of Vernon Finance Department to refund the municipal portion of the conceal carry application fee in the amount of $150 to Nicholas Scarola.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on August 10, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Julia Mitchell, Purchasing Clerk

TOWNSHIP OF VERNON

RESOLUTION #26-266

REFUND FOR CARRY PERMIT MUNICIPAL FEE, EHMAN

WHEREAS, mayor and township council of the township of Vernon have adopted ordinance 26-04 dated 2/9/2026 allowing the refund of the municipal fee portion of the conceal carry application;

WHEREAS, to ease the financial burden, the Township of Vernon will offer a refund of $150 for the municipal fee to Harry Ehman.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Township of Vernon Finance Department to refund the municipal portion of the conceal carry application fee in the amount of $150 to Harry Ehman.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Julia Mitchell, Purchasing Clerk

TOWNSHIP OF VERNON

RESOLUTION #26-267

REFUND FOR CARRY PERMIT MUNICIPAL FEE, BENANTI

WHEREAS, mayor and township council of the township of Vernon have adopted ordinance 26-04 dated 2/9/2026 allowing the refund of the municipal fee portion of the conceal carry application;

WHEREAS, to ease the financial burden, the Township of Vernon will offer a refund of $150 for the municipal fee to Andrew Benanti.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Township of Vernon Finance Department to refund the municipal portion of the conceal carry application fee in the amount of $150 to Andrew Benanti.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Julia Mitchell, Purchasing Clerk

TOWNSHIP OF VERNON

RESOLUTION #26-268

REFUND FOR CARRY PERMIT MUNICIPAL FEE, COLIANNI

WHEREAS, mayor and township council of the township of Vernon have adopted ordinance 26-04 dated 2/9/2026 allowing the refund of the municipal fee portion of the conceal carry application;

WHEREAS, to ease the financial burden, the Township of Vernon will offer a refund of $150 for the municipal fee to Jared Colianni.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Township of Vernon Finance Department to refund the municipal portion of the conceal carry application fee in the amount of $150 to Jared Colianni.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Julia Mitchell, Purchasing Clerk

TOWNSHIP OF VERNON

RESOLUTION #26-269

REFUND FOR CARRY PERMIT MUNICIPAL FEE, FERRARA

WHEREAS, mayor and township council of the township of Vernon have adopted ordinance 26-04 dated 2/9/2026 allowing the refund of the municipal fee portion of the conceal carry application;

WHEREAS, to ease the financial burden, the Township of Vernon will offer a refund of $150 for the municipal fee to Michael Ferrara.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Township of Vernon Finance Department to refund the municipal portion of the conceal carry application fee in the amount of $150 to Michael Ferrara.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Julia Mitchell, Purchasing Clerk

TOWNSHIP OF VERNON

RESOLUTION #26-270

REFUND FOR CARRY PERMIT MUNICIPAL FEE, ZOSCHE

WHEREAS, mayor and township council of the township of Vernon have adopted ordinance 26-04 dated 2/9/2026 allowing the refund of the municipal fee portion of the conceal carry application;

WHEREAS, to ease the financial burden, the Township of Vernon will offer a refund of $150 for the municipal fee to Wallace Zosche.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Township of Vernon Finance Department to refund the municipal portion of the conceal carry application fee in the amount of $150 to Wallace Zosche.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Julia Mitchell, Purchasing Clerk

TOWNSHIP OF VERNON

RESOLUTION #26-271

REFUND FOR CARRY PERMIT MUNICIPAL FEE, THOMA

WHEREAS, mayor and township council of the township of Vernon have adopted ordinance 26-04 dated 2/9/2026 allowing the refund of the municipal fee portion of the conceal carry application;

WHEREAS, to ease the financial burden, the Township of Vernon will offer a refund of $150 for the municipal fee to Timothy Thoma.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Township of Vernon Finance Department to refund the municipal portion of the conceal carry application fee in the amount of $150 to Timothy Thoma.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Julia Mitchell, Purchasing Clerk

TOWNSHIP OF VERNON

RESOLUTION #26-272

REFUND FOR CARRY PERMIT MUNICIPAL FEE, ROARK

WHEREAS, mayor and township council of the township of Vernon have adopted ordinance 26-04 dated 2/9/2026 allowing the refund of the municipal fee portion of the conceal carry application;

WHEREAS, to ease the financial burden, the Township of Vernon will offer a refund of $150 for the municipal fee to Donald Roark.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Township of Vernon Finance Department to refund the municipal portion of the conceal carry application fee in the amount of $150 to Donald Roark.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Julia Mitchell, Purchasing Clerk

TOWNSHIP OF VERNON

RESOLUTION #26-273

RESOLUTION AUTHORIZING PROCUREMENT OF COMMUNICATIONS UPGRADE THROUGH SOURCEWELL NATIONAL COOPERATIVE #020625-ZET -SPECTRUM COMMUNICATIONS THROUGH ZETRON AWARDED CONTRACT

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

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

WHEREAS, the Township of Vernon has the need to upgrade its emergency communications systems for the Township 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 #020625-ZET; and

WHEREAS, Spectrum Communications, 80 N Dell Ave., Kenvil, N.J. has provided a quote for communications upgrade through sourcewell cooperative contract in the amount of $137,489.70, acceptable to the Township

WHEREAS, the Chief Financial Officer has determined, and certified available funds are available in the amount of $137,489.70 from:

Line Item: C-04-26-014-09

NOW THEREFORE BE IT RESOLVED THAT, the Mayor is authorized to effectuate the contract with Spectrum Communications, 80 N Dell Ave., Kenvil, N.J. under Sourcewell contract #020625-ZET for emergency communications upgrades in the amount of $137,489.70, 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 Meeting held on September 14, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Sourcewell

Zetron #020625-ZET

Pricing for contract #020625-ZET offers Sourcewell participating agencies the following discounts:

- 10% discount off MSRP on all discountable items
- Orders surpassing $750,000 will receive an additional 5% discount

Sourcewell — Serving Government and Education

Proposal Evaluation
Public Safety Communications Technology and Hardware Solutions RFP #020625

	Possible Points	Automated Protection Systems, Inc.	BK Technologies, Inc.	Bluum Submitted	Bosch Security Systems, LLC	BRINC Drones, Inc.	Camvie Servics, LLC	Castle Rock Microwave, LLC	Comprod, Inc.	Demlan Solutions	E.F. Johnson Company
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	37	39		42	38	31	35	36	33	39
Ability to Sell and Deliver Service	150	110	119		119	118	94	110	108	87	123
Marketing Plan	100	78	71		71	73	72	77	66	55	76
Value Added Attributes	100	76	73		75	78	70	75	67	53	80
Depth and Breadth of Offered Equipment, Products, or Services	200	146	147		133	148	143	126	134	105	149
Pricing	400	311	319		324	309	289	289	299	233	311
Total Points	1,000	758	768		764	764	699	712	710	566	778
Rank Order		18	15		16.5	16.5	33	31	32	37	12

	Possible Points	EaseAlert LLC	Eastern Communications Ltd., LLC	Evans Consoles Incorporated	First Arriving IO, Inc.	Frontier Computer Corp.	HMD Global OYJ	Icom America, Inc.	Incident Communication Solutions	InterTalk Critical Information Systems	IP Access International, LLC
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	37	41	43	33	31	31	42	34	38	44
Ability to Sell and Deliver Service	150	109	111	122	110	114	88	120	113	115	127
Marketing Plan	100	72	76	78	75	71	60	78	78	78	88
Value Added Attributes	100	75	74	78	91	72	67	79	79	78	81
Depth and Breadth of Offered Equipment, Products, or Services	200	134	158	124	120	133	123	165	161	125	154
Pricing	400	306	313	305	288	298	235	330	324	301	326
Total Points	1,000	733	773	750	717	719	604	814	789	735	820
Rank Order		25	14	20	29	28	35	2.5	10	23	1

Initials: DS SD DS CJ Initial MV Initial MC

Proposal Evaluation
Public Safety Communications Technology and Hardware Solutions RFP #020625

	Possible Points	JVCKENWOOD USA Corporation	Kapu Solutions	L3Harris Technologies, Inc.	Mobile Communications	Motorola Solutions, Inc.	OMNIWARN, LLC	Paladin Drones, Inc.	Procomm Systems, Inc.	PURVIS Systems, Incorporated	RadioMobile, Inc.
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	43	36	45	36	43	37	34		44	40
Ability to Sell and Deliver Service	150	115	101	130	112	131	110	110		128	115
Marketing Plan	100	64	69	81	72	81	65	74		85	84
Value Added Attributes	100	75	71	83	71	84	69	68		81	78
Depth and Breadth of Offered Equipment, Products, or Services	200	132	135	151	138	156	138	134		143	160
Pricing	400	314	303	315	253	305	330	303		330	328
Total Points	1,000	743	715	805	682	800	749	723		811	805
Rank Order		22	30	6.5	34	9	21	27		4.5	6.5

	Possible Points	Rescue 42, Inc.	Rountree Towers, Inc.	Skydio, Inc.	Tait North America, Inc.	TD SYNNEX Corporation	Tessco Incorporated	Trilogy Nextgen	Westnet, Inc.	Zetron, Inc.
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	41	35	40	41	40	39	36	41	41
Ability to Sell and Deliver Service	150	118	104	120	123	125	121	110	121	126
Marketing Plan	100	77	72	75	81	79	79	84	86	83
Value Added Attributes	100	79	65	78	83	75	79	78	83	82
Depth and Breadth of Offered Equipment, Products, or Services	200	145	126	125	148	156	165	140	156	155
Pricing	400	325	200	289	325	260	294	308	327	324
Total Points	1,000	785	602	727	801	735	777	756	814	811
Rank Order		11	36	26	8	24	13	19	2.5	4.5

DocuSigned by:
Scott Dobereiner
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Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst II

DocuSigned by:
Carol Jackson
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Carol Jackson, MA, Senior Procurement Analyst

Signed by:
Mari Vielma
7F7AAC327BE54B6...
Mari Vielma, Procurement Analyst II

Signed by:
Neva Crawford
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Neva Crawford, Procurement Analyst

VERNON TOWNSHIP

National Cooperative Form

NAME OF NATIONAL COOPERATIVE	CONTRACT NUMBER	ITEM OR SERVICE
Sourcewell	#020625-ZET	Zetron Communications
VENDOR	Spectrum Communications, 80 N Dell Ave., Kenvil, N.J.	
DATES OF CONTRACT	Exp 7/24/2029	
DATE OF BID ADVERTISEMENT	12/12/2024	
DATE OF BID OPENING	2/6/2025	
RESOLUTION NUMBER/ DATE OF JOINING THE COOPERATIVE	5/14/2018	18-142
VENDOR COMPLIANCE	BUSINESS REGISTRATION	Y
	AFFIRMATIVE ACTION CEIR/ AA302?	Y
	OWNERSHIP	Y
	IRAN FORM	Y
SAVINGS COMPARISON	QUOTED PRICE AND DETAILS Zetron Communications upgrade, base station and antennae, $137,489.70	COMPARABLE PRICE AND DETAILS In examining anticipated market prices, the below are the best estimates as to anticipated costs should the SOURCEWELL process be used outside of the bid process combined with the discount offered by the Sourcewell cooperative as opposed to the lack of available discount available through state contract, as well as costs of bidding and hiring of consultant., combined with construction delays amount to a savings of: Cost Savings using SOURCEWELL .

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL RFP #020625
Entitled

Public Safety Communications Technology and Hardware Solutions

The following advertisement was placed December 12, 2024, in and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, PublicPurchase.com, and The New York State Contract Reporter www.nyscr.ny.gov, December 13, 2024, in South Carolina's *The State,* the *Deseret News*, *The Salt Lake Tribune*, and Oregon's *Daily Journal of Commerce*, December 12, 2024 and December 19, 2024 in *The Oklahoman and in USA Today:*

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Safety Communications Technology and Hardware Solutions to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 6, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

3C Information Solutions, Inc.	JVCKENWOOD USA Corporation
ACCEO Solutions, Inc.	Kapu Solutions
Adriana Ruben Services, LLC	Kapu Solutions
Advanced Electronic Design, Inc.	KEVEREST TECHNOLOGIES
American Signal Corporation	KGPCo Canada, ULC
Automated Protection Systems, Inc.	KWESST, Inc.
AVI-SPL Canada, Inc.	L3Harris Technologies, Inc.
Avidex Industries, LLC	Leviton Manufacturing Canada
Bartell Industries, LLC	Lighthouse Worldwide Solutions, Inc.
Bearcom	LN2S CONSULTING, LLC

BK Technologies, Inc.	M3 Technology Group, Inc.
Bluum	Mark43, Inc.
Bosch Security Systems, LLC	MAUELL CORPORATION
BPS Ventures, LLC	MetOcean Telematics, Limited
BRINC Drones, Inc.	MID MO TELECOM & SECURITY
BROADBAND CONNECT, LLC	Mid-State Communications & Electronics, Inc.
Camvie Services, LLC	Mikroelektronika spol. s r.o.
Carrier Services Group, Inc.	Mobile Communications America, Inc.
Cartel Communication Systems, Inc.	Motorola Solutions, Inc.
Castle Rock Microwave, LLC	MTN Government Solutions, LLC
Castner Communications	Nerevu Group LLC
Category Development	NEWCOM Wireless Services, LLC
Cattan Technologies, Inc.	NICE Systems, Inc.
CDW Government, LLC	NightRide Thermal, Inc.
CMJ ENTERPRISES, LLC	Occuspace, Inc.
Commercial Design & Displays, LLC	OMNIWARN, LLC
Communicare Technology, Inc.	Open System Metro, Inc.
Communication Technology Services	Optimum Technology
Communications Group (Fort McMurray) Ltd., o/a Tridon Communications	Padmore Global Connections, LLC
Comprod, Inc.	Paladin Drones, Inc.
Connected Solutions Group, LLC	Penta Corporation
Construction Industry Center	Pierson Wireless Corp.
ConvergeOne, Inc.	Polis Solutions, Inc.
CrisisGo	Power Products Unlimited, LLC
Cyrun Corporation	PowerTrunnk, Inc.
Demlan Solutions	Prairie Communications, Ltd.
Digital Home, LLC	Prime Vendor, Inc.
Discountcell, Inc.	Procomm Systems, Inc.
Draper, Inc.	ProPhoenix Corporation
DVI	PSPC Canada Systems, Inc, a Subsidiary of L3Harris Technologies, Inc.
E.F. Johnson Company	PURVIS Systems, Incorporated
EaseAlert, LLC	PWXPress
EASTERN BUSINESS SOLUTIONS, INC.	RadioMobile, Inc.
Eastern Communications Ltd., LLC	Rampar USA Corp.
Echo Data Analytics	Rescue 42, Inc.
EIS, Inc.	RFCC
Electronic Engineering	Rountree Towers, Inc.
Elite Harness, LLC	Safariland, LLC
Emergency Services Marketing Corp.	Safety Vision
EMS Management & Consultants, Inc.	SAT Radio Communications, LTD

eRepublic, Inc.	Sigma Consultants Group, Inc.
Evans Consoles, Incorporated	Silvus Technologies, Inc.
Everbridge, Inc.	Skydio, Inc.
Exacom, Inc.	Soehl Electronics, Inc.
FEA	Star Solutions International, Inc.
First Arriving IO, Inc.	Structure Consulting Group
Flip Lok, LLC	Syniverse Technologies
Frontier Computer Corp.	Tait North America, Inc.
Getac, Inc.	TD SYNNEX Corporation
Hale, Inc.	TELUS Communications, Inc.
HL PRIORITY TRADING, LLC	Tessco, Incorporated
HMD Global OYJ	TKK Electronics, LLC
Icom America, Inc.	TRC Engineers, Inc.
ID Networks, Inc.	Trilogy Nextgen
IDC Research, Inc.	TriniTel, LLC
Impact Power Technologies, LLC	TXAT, LLC
Impact Technical Products, Inc.	USCC Services, LLC
Incident Communication Solutions	VOLT, Inc
Innovative Wireless Solutions, Inc.	VRFY, Inc.
Insight LPR, LLC	Watson Furniture Group, Inc.
Inspired Solutions, Inc.	WESCO Distribution, Inc.
Instinct Ready, Incorporated	Westnet, Inc.
Intelibs, Inc.	Y Strategy and Security, Inc.
InterTalk Critical Information Systems	YourCircle Business Eco System Corporation
IP Access International, LLC	Zetron, Inc.
Javad GNSS, Inc.	Zip's truck Equipment, Inc.
Johns Storage	Zum Services, Inc.
Jonahten, LLC	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on **January 8, 2025, 4:30 p.m., CT**. Proposals were received from the following:

Automated Protection Systems, Inc. dba APS Firehouse Alerting
BK Technologies, Inc.
Bluum
Bosch Security Systems, LLC
BRINC Drones, Inc.
Camvie Services, LLC
Castle Rock Microwave, LLC
Comprod, Inc.
Demlan Solutions, dba Favor Consulting, Inc.

E.F. Johnson Company
EaseAlert, LLC
Eastern Communications Ltd., LLC
Evans Consoles Incorporated
First Arriving IO, Inc.
Frontier Computer Corp., dba FrontierUS
HMD Global OYJ
Icom America, Inc.
Incident Communication Solutions, dba PEAKE
InterTalk Critical Information Systems
IP Access International, LLC
JVCKENWOOD USA Corporation
Kapu Solutions
L3Harris Technologies, Inc.
Mobile Communications
Motorola Solutions, Inc.
OmniWarn, LLC dba OmniWarn Public Safety
Paladin Drones, Inc.
Procomm Systems, Inc.
PURVIS Systems, Incorporated
RadioMobile, Inc.
Rescue 42, Inc.
Rountree Towers, Inc.
Skydio, Inc.
Tait North America, Inc. dba Tait Communications
TD SYNNEX Corporation, dba DLT Solutions, LLC
Tessco, Incorporated, dba Tessco Technologies, Incorporated
Trilogy Nextgen
Westnet, Inc.
Zetron, Inc., Daniels Electronics Ltd, dba Codan Communications

Proposals were reviewed by the Proposal Evaluation Committee:

Carol Jackson, MA, Senior Procurement Analyst
Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst II
Mari Vielma, Procurement Analyst II
Neva Crawford, Procurement Analyst I

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from Procomm Systems, Inc. fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Automated Protection Systems, Inc. focuses on developing and implementing fire, rescue and EMS station alerting systems throughout the United States and Canada. The APS fire station alerting system fully automates the flow of incident data between the dispatch center, the fire stations, and fire/rescue personnel. Automated Protection Systems offers competitive pricing with discounts to Sourcewell participating entities.

BK Technologies, Inc. is an American manufacturing company with over 70 years of experience manufacturing communication equipment for use by public safety professionals and government entities. They have a sales force of over 30 people strategically located across the United States and a network of 124 dealers across the US and Canada. They are offering significant discounts off retail list price with possible additional volume-based discounts.

Bosch Security Systems, LLC is a manufacturer of public safety communications technology and hardware solutions. They maintain a comprehensive network of Authorized Channel Partners across the United States and Canada. Bosch offers solid discounts from MSRP, with quantity discounts available.

BRINC Drones, Inc. was founded in 2017 in response to the Las Vegas, NV shootings specializing in indoor drones for the Public Safety Sector. BRINC Drones has a nationwide sales force located throughout the US. Providing 24/7 technical support, a repair service facility located in Seattle, WA allows entities essential mission ready technology solutions. BRINC Solutions provides discounts off list price for Sourcewell Members.

Eastern Communications Ltd., LLC is a master distributor for L3Harris, Tait and Zetron equipment with over 175 independent dealers across the United States. Through these dealers, Eastern Communications provides product distribution, fulfillment, support and warranty. They offer mission critical radio public safety communications networks, subscriber units, and dispatch and command center solutions. Their pricing includes a significant discount to Sourcewell participating entities.

E.F. Johnson Company is in the radio communication industry with a focus on quality secure communications solutions for organizations whose mission is to protect and save lives. They have designed, delivered, installed, optimized, and commissioned hundreds of systems across North America and around the world. They offer a strong discount off list price for Sourcewell participating entities.

Icom America, Inc. is a manufacturer that offers radio communication equipment in marine, land mobile, and satellite industries. They have a nationwide authorized dealer network with service centers to help with warranty and non-warranty repairs. Icom America offers significant discounts on all products.

IP Access International, LLC has been a provider of mission critical connectivity solutions including satellite communications equipment, wearable devices, and backup communication systems for 911 call centers utilizing satellite and cellular technologies. IP Access International, LLC has a sales force strategically located throughout the US and Canada, including a network of authorized resellers. Solid discounts off list price are offered.

L3Harris Technologies, Inc. supports fire/EMS/paging systems, offers land mobile radios, battle-tested military tactical radios, and a push-to-talk solution. They support interoperability across LMR, LTE and Wi-Fi standards. With their sales team and extensive network of Authorized Service Centers, they sell and service all the United States and Canada. L3Harris Technologies provides a detailed products and services price catalog as well as a training price catalog to present their competitive pricing and discounts off list price.

Motorola Solutions, Inc. is a manufacturer as well as service provider of mission critical communication platforms with command center software. They have a sales force of 230 people and over 400 manufacturer representatives across the United States. They offer a Learning eXperience Portal (LXP) that provides access to all resources from a Worldwide Learning Services (WLS) team. They offer Sourcewell participating entities competitive discounts.

Incident Communication Solutions delivers comprehensive communication services and is a certified Small Business. Their network of authorized distributors and resellers supports Sourcewell participating entities across the United States and Canada. They offer competitive catalog discounts, along with additional volume pricing.

PURVIS Systems, Incorporated has been providing turn-key solutions for fire station alerting systems since 1973. More than 30 million people in the US are serviced by thousands of fire and rescue agencies utilizing their alerting solutions. Purvis Systems, Inc., works with an extensive list of installation/maintenance partners, a direct sales and support staff team covering the US, and 24/7/365 help desk services. Purvis Systems, Inc., is offering competitive discounts off list pricing.

RadioMobile, Inc. is a veteran-owned, small business that offers a diverse portfolio of communications technology and hardware solutions. They offer a complete Fire and EMS station alerting system, with a variety of connectivity end points utilizing various wireless networking technology. Their systems utilize commercial-off-the-shelf (COTS) products as well as customizable hardware and software, equipment, products and services. RadioMobile offers a discount from list price to Sourcewell participating entities.

Rescue 42, Inc. manufactures proprietary fire and rescue equipment. They maintain a national field staff to support public safety with sales support, on-site training, on-site maintenance, and educational conference support. They are a Federally Certified Service-Disabled Veteran-Owned Small Business (SDVOSB) and California Certified Service-Disabled Veteran Business Enterprise (DVBE). They offer Sourcewell participating entities a significant discount from list prices.

Tait North America, Inc. has offered mission-critical communication solutions across the United States and Canada for over 55 years. Their extensive network of more than 200 dealers is equipped to resell, maintain, and install Tait radio components and systems. Tait offers competitive pricing discounts, as well as leasing and financing options for Sourcewell participating entities.

Tessco, Incorporated is a value-added technology distributor, manufacturer, and solutions provider. They specialize in the wireless industry, offering over 65,000 products from 400 top manufacturers in mobile communications. Tessco has a nationwide sales force serving over 10,000 government, reseller and carrier accounts. They are offering significant discounts off list price to Sourcewell participating entities.

Westnet, Inc. is the exclusive manufacturer of the First-In Fire Station Alerting System, First-In Alerting Platform, Aircraft Emergency System, and First-In Mobile Application. They focus on fire station alerting systems, dispatch systems, mass notification systems, radio infrastructure and paging systems. Their sales team and Westnet-certified third-party installers provide sales and support across the United States and Canada. Westnet is offering a discount off list price for all their products, annual maintenance, installation and training.

Zetron, Inc. offers a fully integrated end-to-end mission critical communications portfolio of solutions and services. A dedicated sales territory manager will be assigned to every section of the United States and one province in Canada. They offer both factory and on-site courses where trainees receive hands-on experience with both the hardware and software supplemented by classroom sessions where formal lecture materials are presented. They are offering competitive discounts off MSRP with additional volume-based discounts.

For these reasons, the following awards of Sourcewell RFP #020625 are recommended:

Automated Protection Systems, Inc.	#020625-APS
BK Technologies, Inc.	#020625-BKT
Bosch Security Systems, LLC	#020625-BOS
BRINC Drones, Inc.	#020625-BRNC
Eastern Communications Ltd., LLC	#020625-EAC
E.F. Johnson Company	#020625-EFJ
Icom America, Inc.	#020625-ICM
IP Access International, LLC	#020625-IAC
L3Harris Technologies, Inc.	#020625-L3H
Motorola Solutions, Inc.	#020625-MOT
Incident Communication Solutions	#020625-PEAK
PURVIS Systems, Incorporated	#020625-PUR
RadioMobile, Inc.	#020625-RDO
Rescue 42, Inc.	#020625-R42
Tait North America, Inc.	#020625-TAIT
Tessco, Incorporated	#020625-TESS
Westnet, Inc.	#020625-WNT
Zetron, Inc.	#020625-ZET

DocuSigned by:
Carol Jackson
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Carol Jackson, MA, Senior Procurement Analyst

DocuSigned by:
Scott Dobereiner
AF205E09437943D...

Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst II

Signed by:
Mari Vielma
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Mari Vielma, Procurement Analyst II

Signed by:
Neva Crawford
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Neva Crawford, Procurement Analyst I

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for RFP #020625 and Public Safety Communications Technology and Hardware Solutions.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement master agreements.

2. The procurement process and resulting master agreements have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

3. The awards listed were made based on the results of the competitive solicitation process.

4. The awards listed were ratified by the Sourcewell Board of Directors on **August 19, 2025**.

Signed by:

Jeremy Schwartz

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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

Sourcewell

MASTER AGREEMENT # 020625
CATEGORY: Public Safety Communications Technology and Hardware Solutions
SUPPLIER: Zetron, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Zetron, Inc., 6812 185th Ave. NE, Redmond, WA 98052 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 24, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

   1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #020625 to Participating Entities. In Scope solutions include:

      Sourcewell is seeking proposals for Public Safety Communications Technology and Hardware Solutions, including communications technology and hardware designed or primarily intended for use by Public Safety agencies, such as:

      a. In-station Public Safety alerting or paging systems;
      b. Dispatch/control room consoles and associated integrated communications equipment;
      c. Wearable or portable communication devices, including biomonitoring wearables, alerting or paging systems;
      d. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
         i. Satellite communications equipment;
         ii. Portable and deployable wireless hubs, routers, and networks;
         iii. Mesh networks and mesh radios;
         iv. Land mobile/broadband radios;
         v. Push to talk over Cellular (PoC) handsets; and,
         vi. High Power User Equipment (HPUE) for LTE; and,
      e. Airborne, marine, and underwater communication systems.

   2. Complimentary equipment, accessories, and services directly related to the offering of systems or solutions described in subsections 1. a. – e. above.

7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

11) **Open Market.** Supplier's open market pricing process is included within its Proposal.

12) **Supplier Representations:**

    i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

    ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

    iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from material defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

14) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United

States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
    - Identify the applicable Sourcewell Agreement number;
    - Clearly specify the requested change;
    - Provide sufficient detail to justify the requested change;
    - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
    - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

    A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities

utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier's maximum liability per occurrence for damages caused by failure to perform its obligations under this Agreement is limited to an amount not to exceed the total net payments of Administrative Fees paid under any twelve (12) month period during the Term. Supplier's indemnification obligations under the Agreement are excluded from this limitation provision. In no event will Supplier be liable for consequential damages.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Zetron, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: A7B8202376044B9...
By: ___	By: ___
Jeremy Schwartz	Scott French
Title: Chief Procurement Officer	Title: President and Executive General Manager
Date: 7/30/2025 | 10:33 AM CDT	Date: 7/29/2025 | 4:28 PM PDT

TOWNSHIP OF VERNON

ORDINANCE #26-19

AN ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, REGULATING AND PROHIBITING THE RENTAL OF PRIVATE RESIDENTIAL SWIMMING POOLS.

WHEREAS, the Township Council of the Township of Vernon has determined that the short-term rental of private residential swimming pools on an hourly, daily, weekly, or seasonal basis can create adverse impacts on surrounding residential neighborhoods, including increased traffic, noise, parking congestion, and potential safety concerns; and

WHEREAS, the Township currently lacks a specific ordinance addressing the rental of private residential swimming pools; and

WHEREAS, it is in the interest of the public health, safety, and general welfare of the residents of the Township of Vernon to regulate and prohibit such rentals;

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

"SECTION 1. Purpose.

The purpose of this Ordinance is to regulate, control, and prohibit the rental of private indoor and outdoor swimming pools located on residential properties within the Township of Vernon in order to protect the public health, safety, and welfare of the Township's residents and to preserve the residential character of neighborhoods.

SECTION 2. Definitions.

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

ADVERTISE OR ADVERTISING - Any form of solicitation, promotion, and communication for marketing, used to solicit, encourage, persuade, or manipulate viewers, readers, or listeners into contracting for goods and/or services in violation of this article, as same may be viewed through various media, including, but not limited to, newspapers, magazines, flyers, handbills, pamphlets, commercials, radio, direct mail, internet websites, or test or other electronic messages for the purpose of establishing occupancies or uses of rental property for consideration which are prohibited by this article.

CONSIDERATION - Soliciting, charging, demanding, receiving or accepting any legally recognized form of consideration including a promise or benefit, a quid pro quo, rent, fees, other form of payment, or thing of value.

EXEMPTION PROPERTY - Hotel, field club, commercial establishments and rental of home.

OWNER - Any person(s) or entity(ies), association, trust, fiduciary, limited liability company, corporation or partnership, or any combination who legally use, possess, own, lease, sublease or license (including an operator, principal, shareholder, director, agent, or employee, individually or collectively) that has charge, care, control, or participates in the expenses and/or profit of a dwelling unit pursuant to a written or unwritten agreement, rental, lease, license, use, occupancy agreement or any other agreement.

PERSON - An individual, firm, corporation, association, partnership, limited liability company, association, entity, and any person(s) and/or entity(ies) acting in concert or any combination thereof.

A. It shall be unlawful for an owner, lessor, sublessor, any other person(s) with possessory or use right(s) to offer or obtain actual or anticipated consideration for soliciting, advertising, offering and/or permitting, allowing or failure to discontinue the use of a private indoor and outdoor swimming pool on an hourly, daily, weekly or seasonal basis. Swim clubs, field clubs, hotel and like facilities are hereby exempt from this prohibition. The use of a pool by the tenant of a residential rental dwelling is permitted; however, the pool may not be rented to third parties.

SECTION 3. Advertising prohibited.

It shall be unlawful to advertise, solicit or promote by any means actions in violation of this article.

SECTION 4. Enforcement; violations and penalties.

A. The provisions of this article shall be enforced by the Code Official or Police Department, as their jurisdiction may arise, including legal counsel for the Township or other persons designated by the Council to issue municipal civil infractions directing alleged violators of this article to appear in court or file civil complaints.

B. A violation of this article is hereby declared to be a public nuisance, a nuisance per se, and is hereby further found and declared to be offensive to the public health, safety and welfare.

C. Any person found to have violated any provision of this article, without regard to intent or knowledge shall be liable for the maximum civil penalty, upon adjudicated violation or admission of a fine not exceeding $1,250. Each day of such violation shall be a new and separate violation of this article.

D. The penalty imposed herein shall be in addition to any and all other remedies that may accrue under any other law, including, but not limited to, eviction proceedings, and/or injunction, reasonable attorney's fees or other fees and costs in the Township's Municipal Court or the Superior Court of New Jersey, Sussex County, or in such other court or tribunal of competent jurisdiction, by either summary disposition or by zoning or construction code municipal proceeding."

SECTION 5. All other Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency. This section is not intended to alter the current or later enacted amendments to the Township's Zoning Code.

SECTION 6. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective. This article is not intended to alter the current or later enacted amendments to the Township's Zoning Code.

SECTION 7. This Ordinance shall take effect upon its passage and publication according to law.

TOWNSHIP OF VERNON

ORDINANCE #26-17

AN ORDINANCE AMENDING §250-9 FEES AND ESCROWS OF THE VERNON TOWNSHIP ADMINISTRATIVE CODE

BE IT ORDAINED by the Township Council of the Township of Vernon, County of Sussex and State of New Jersey as follows.

1. The following section shall be amended to the Administrative Code §250-9

G. Recreation Department Fees.

3. Use of the Vietnam Veteran's Memorial Pavilion.
a. $100.00 for a 4 hour time slot for residents.
b. $200.00 for a 4 hour time slot for non-residents.

2. All ordinances or parts of ordinances or resolutions that are in conflict with the provisions of this Ordinance are repealed to the extent necessary.

3. If any article, section, subsection, term or condition of this Ordinance is declared invalid or illegal for any reason, the balance of the Ordinance shall be deemed severable and shall remain in full force and effect.

4. This Ordinance shall take effect after publication and passage according to law.

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the special meeting of the Township Council held on August 10, 2026 and the same came up for final passage and was adopted at the meeting of the Township Council held on September 14, 2026 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

Marcy Gianattasio, Clerk
Township of Vernon

Anthony Rossi, Mayor

~~Strikethroughs~~ are deletions; Underscores are additions

Township of Vernon

INTRODUCED: August 10, 20256

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Contino C.				X		
Ooms S.				X		
Rizzuto R.		X	X			
Sparta, B.	X		X			
Higgins W.			X			

ADOPTED:

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

~~Strikethroughs~~ are deletions; Underscores are additions

TOWNSHIP OF VERNON

ORDINANCE #26-18

AN ORDINANCE AMENDING CHAPTER 99 VEHICLES AND TRAFFIC OF THE VERNON TOWNSHIP ADMINISTRATIVE CODE

BE IT ORDAINED by the Township Council of the Township of Vernon, County of Sussex and State of New Jersey as follows.

1. The following section shall be amended to the Administrative Code § 99-50 Hiring of Off Duty Police Officers:

F. Whenever the Chief of Police determines that the use of a police vehicle is required or requested for a contracted off-duty police assignment, the requesting vendor shall reimburse the Municipality for the use of the vehicle.

1. The fee for the use of a police vehicle shall be **$10.00 per vehicle per hour**, billed in one-hour increments, with a minimum charge of three (3) hours.

2. The vehicle fee shall be in addition to the hourly compensation paid for the assigned police officer(s), administrative fees, and any other authorized charges.

3. The Chief of Police shall determine when a police vehicle is required based upon public safety, traffic control, visibility, or operational needs.

2. All ordinances or parts of ordinances or resolutions that are in conflict with the provisions of this Ordinance are repealed to the extent necessary.

3. If any article, section, subsection, term or condition of this Ordinance is declared invalid or illegal for any reason, the balance of the Ordinance shall be deemed severable and shall remain in full force and effect.

4. This Ordinance shall take effect after publication and passage according to law.

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the special meeting of the Township Council held on August 10, 2026 and the same came up for final passage and was adopted at the meeting of the Township Council held on September 14, 2026 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

Marcy Gianattasio, Clerk
Township of Vernon

Anthony Rossi, Mayor

~~Strikethroughs~~ are deletions; Underscores are additions

Township of Vernon

INTRODUCED: August 10, 20256

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Contino C.	X		X			
Ooms S.			X			
Rizzuto R.		X	X			
Sparta, B.			X			
Higgins W.			X			

ADOPTED:

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

~~Strikethroughs~~ are deletions; <u>Underscores</u> are additions