

TOWNSHIP COUNCIL AGENDA

SEPTEMBER 8, 2025

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, NEW JERSEY**



TOWNSHIP COUNCIL AGENDA

REGULAR MEETING

7:00 P.M.

SEPTEMBER 8, 2025

****THIS MEETING WILL BE HELD IN-PERSON****

MUNICIPAL BUILDING, 600 BLOOMFIELD AVENUE

Via the internet, please click the link below to join the meeting:

<https://zoom.us/j/95262662770>

Via telephone, please dial 1(312)626-6799 or 1(646)558-8656

Use Zoom Meeting ID: 952-6266-2770, when prompted for a Participant ID, press #

A. CALL TO ORDER

The notice requirements of the Open Public Meetings Act have been satisfied with respect to this meeting of the Township Council. The meeting time and date were included in the public meeting notice along with the public internet link and telephone call-in information. Said notice and the meeting agenda was posted in the Municipal Building, and sent to the official newspapers of the Township, the Verona-Cedar Grove Times and the Star Ledger at least 48 hours preceding the start time of this meeting. The agenda and public handouts can be viewed online at www.veronanj.org/councilmeetings. A public comment period will be held in the order it is listed on the meeting agenda and instructions on how to comment will be provided at the appropriate time.

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. REPORT OF THE MAYOR

E. REPORT OF THE TOWNSHIP MANAGER

1. Deputy Manager's Report
2. Complete Streets Update – Peter Ten Kate, Boswell Engineering
3. Verona Baseball/Softball League Fieldhouse Presentation
 - a. Resolution No. 2025- Accepting the Donation of a Field House for Everett Field from the Verona Baseball/Softball League

F. COUNCILMEMBERS' REPORTS

G. PUBLIC COMMENT

H. HEARING ADOPTION OR AMENDMENT OF ORDINANCES

I. ORDINANCES FOR INTRODUCTION

1. Ordinance No. 2025- Amending Chapter A565 "Schedule of Fees", Section 5 "Recreation Department and Community Center Fees"

J. PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

K. MINUTES

1. August 18, 2025

TOWNSHIP COUNCIL AGENDA **SEPTEMBER 8, 2025**

L. **PROPOSED RESOLUTIONS**

- 1. Resolution No. 2025- Determining the Details of the Note for the Construction Financing Loan Program from the NJ Infrastructure Bank Loan
- 2. Resolution No. 2025- Authorizing Execution of an Administrative Consent Order with the NJ Department of Environmental Protection
- 3. Resolution No. 2025- Award Contract No 2025-05 Bank Stabilization of the Peckman River
- 4. Resolution No. 2025- Authorize a Contract with NJ Future for an Inclusive Healthy Community Action Plan
- 5. Resolution No. 2025- Authorizing a Professional Services Contract with Boswell Engineering for Design Services for the Sewer Line in the Derwent Avenue Easement
- 6. Resolution No. 2025- Authorizing a Professional Services Contract with T&M Associates for Affordable Housing Planning Services
- 7. Resolution No. 2025- Authorizing a Professional Services Contract with Boswell Engineering to Provide a Watershed Improvement Plan for the Tier-A Municipal Stormwater General Permit from NJDEP
- 8. Resolution No. 2025- Authorize the Execution of a Settlement Agreement Between the Verona Planning Board, Township Council and DMH2, LLC
- 9. Resolution No. 2025- Authorize a Contract with All American Sewer
- 10. Resolution No. 2025- Authorize a Contract with Garden State Painting & Design
- 11. Resolution No. 2025- Authorize a Contract with Gracie & Harrigan Consulting Foresters, Inc.
- 12. Resolution No. 2025- Permitting Removal of an Extraordinary Tree – Block 612, Lot 22
- 13. Resolution No. 2025- Cancel Billing for Totally Exempt Veteran
- 14. Resolution No. 2025- Executive Session

M. **LICENSES AND PERMITS**

N. **ADDENDUM**

O. **NEW/UNFINISHED BUSINESS**

- 1. Discussion – Ordinance Fixing the Salaries and Compensation of the Paid Officers and Employees of the Township for the 2025, 2026 and 2027 Calendar Years
- 2. Council Appointments **Unexpired Term Ending**
 - a. Environmental Commission
 - i. Alternate #1 12/31/2026
 - b. Green Team
 - i. Member 12/31/2025
 - ii. Member 12/31/2025
 - c. Planning Board
 - i. Class IV Member 12/31/2025

P. **PUBLIC COMMENT**

Q. **EXECUTIVE SESSION**

R. **ADJOURNMENT**

**DUE TO THE ENACTMENT OF DANIEL’S LAW, PLEASE PROVIDE
ONLY YOUR NAME & TOWNSHIP DURING PUBLIC COMMENT & PUBLIC HEARINGS**
*The public may speak on any matter during Public Comment, as listed on the agenda. At that time,
anyone from the public wishing to speak will be recognized.
Your comments shall be limited to four (4) minutes.*

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-

A motion was made by _____ ; seconded by _____ that the following resolution be adopted:

**ACCEPTING DONATION OF A FIELDHOUSE FROM EVERETT FIELD FROM THE
VERONA BASEBALL/SOFTBALL LEAGUE**

For generations, Everett Field has been a legacy in Verona. Many of us have fond memories of playing in baseball or softball games or cheering from the sidelines throughout our childhoods still continue to this day.

WHEREAS, to restore its luster and elevate it to the standards the residents of Verona deserve, the Township of Verona is providing updates to Everett Field including an all-inclusive ADA compliant playground; and

WHEREAS, the Verona Baseball & Softball League (VBSL) is a non-profit organization operated by a dedicated group of volunteers whose mission is to promote, develop, supervise, and voluntarily assist the development of players skills, sportsmanship, accountability and teamwork; and

WHEREAS, the VBSL has raised funds to donate a field house facility which will include a concession stand, a storage and utility room, two (2) ADA compliant rest rooms and an announcement booth located on the second floor of the structure that will be located behind the backstop of the playing field; and

WHEREAS, pursuant to N.J.S.A. 40A:5-29, municipalities are authorized to accept donations, bequests, legacies and gifts made to it and is empowered to utilize such bequests, legacies and gifts in the manner set forth in the conditions of the bequest, legacy or gift, and the fieldhouse is being donated to the Township without the expectation of remuneration.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Verona hereby approves and accepts the donation of the field house for Everett Field.

BE IT FURTHER RESOLVED, the Township appreciates this donation from the Verona Baseball/Softball League and recognizes the contributions and the impact the organization has had on countless children in the Township of Verona.

ROLL CALL:

AYES:

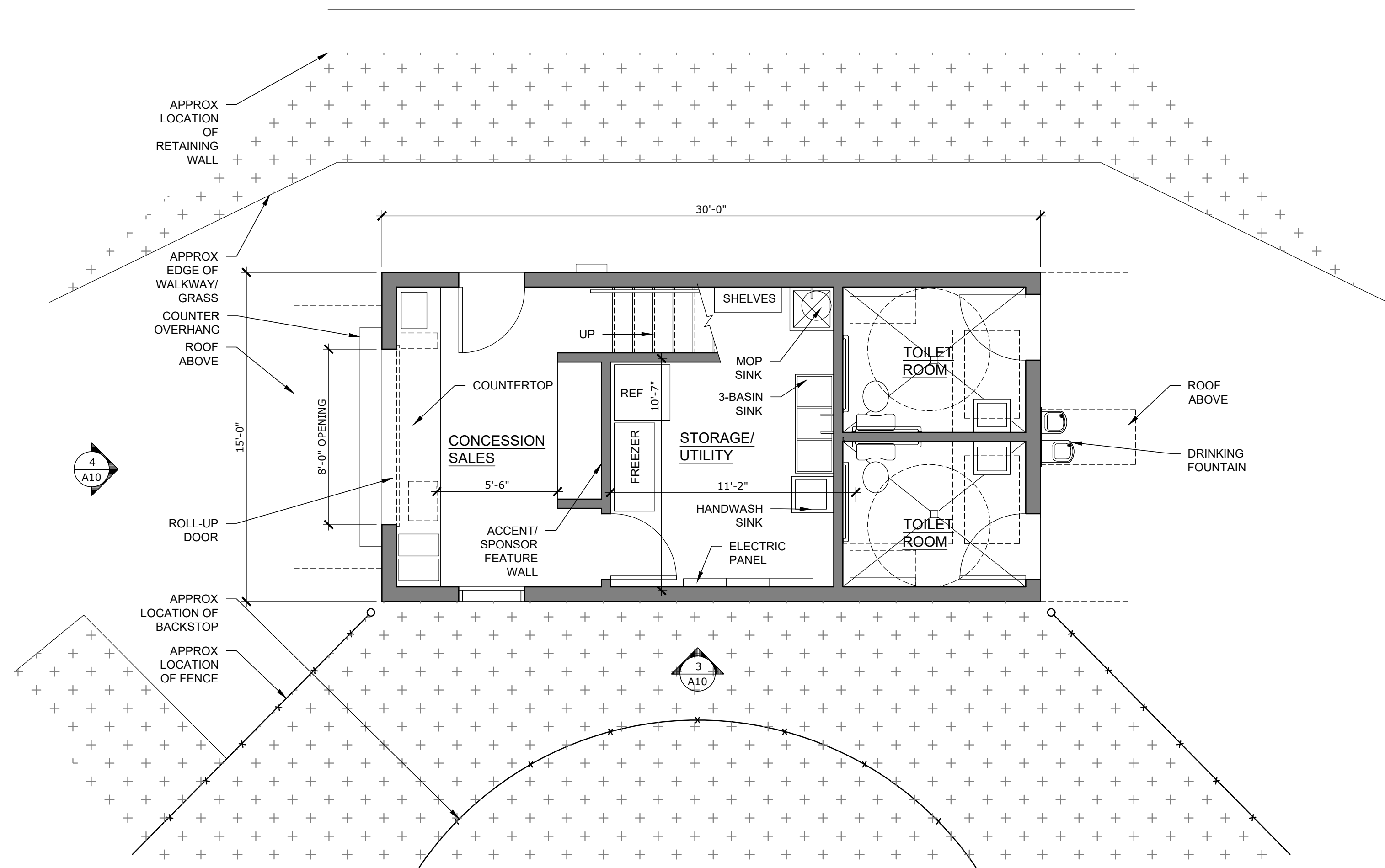
NAYS:

ABSENT:

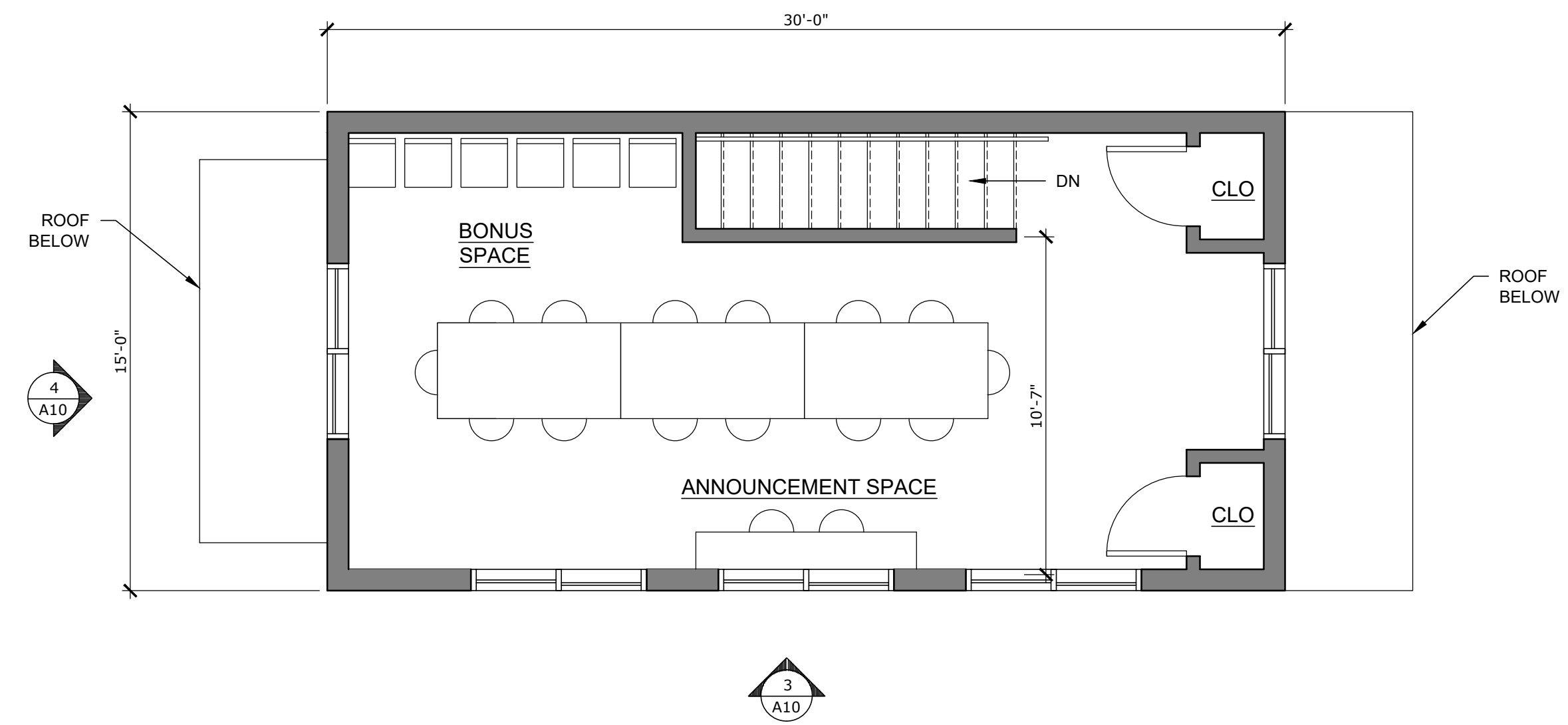
ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON SEPTEMBER 8, 2025.

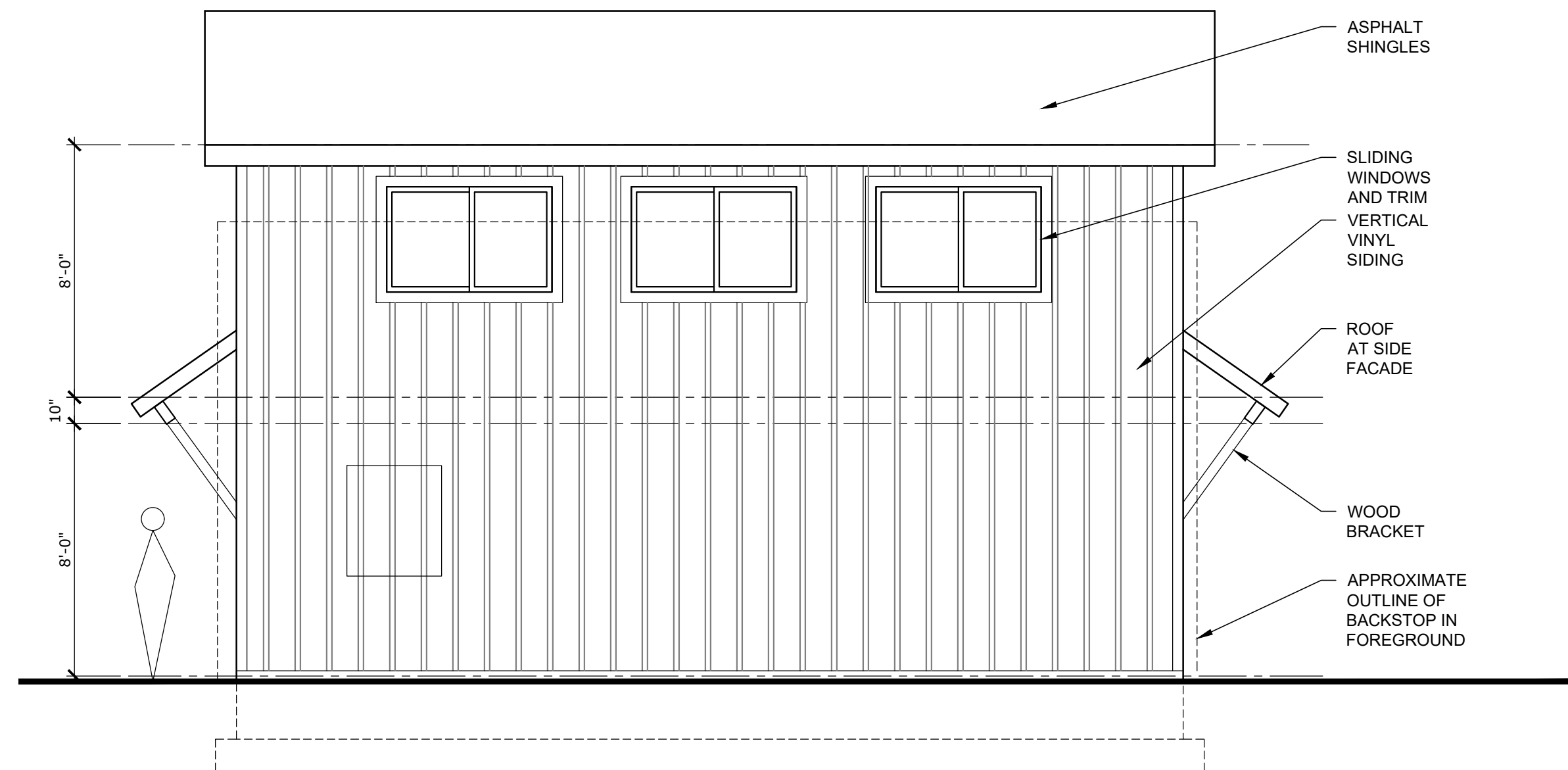
**JENNIFER KIERNAN, CMC
MUNICIPAL CLERK**



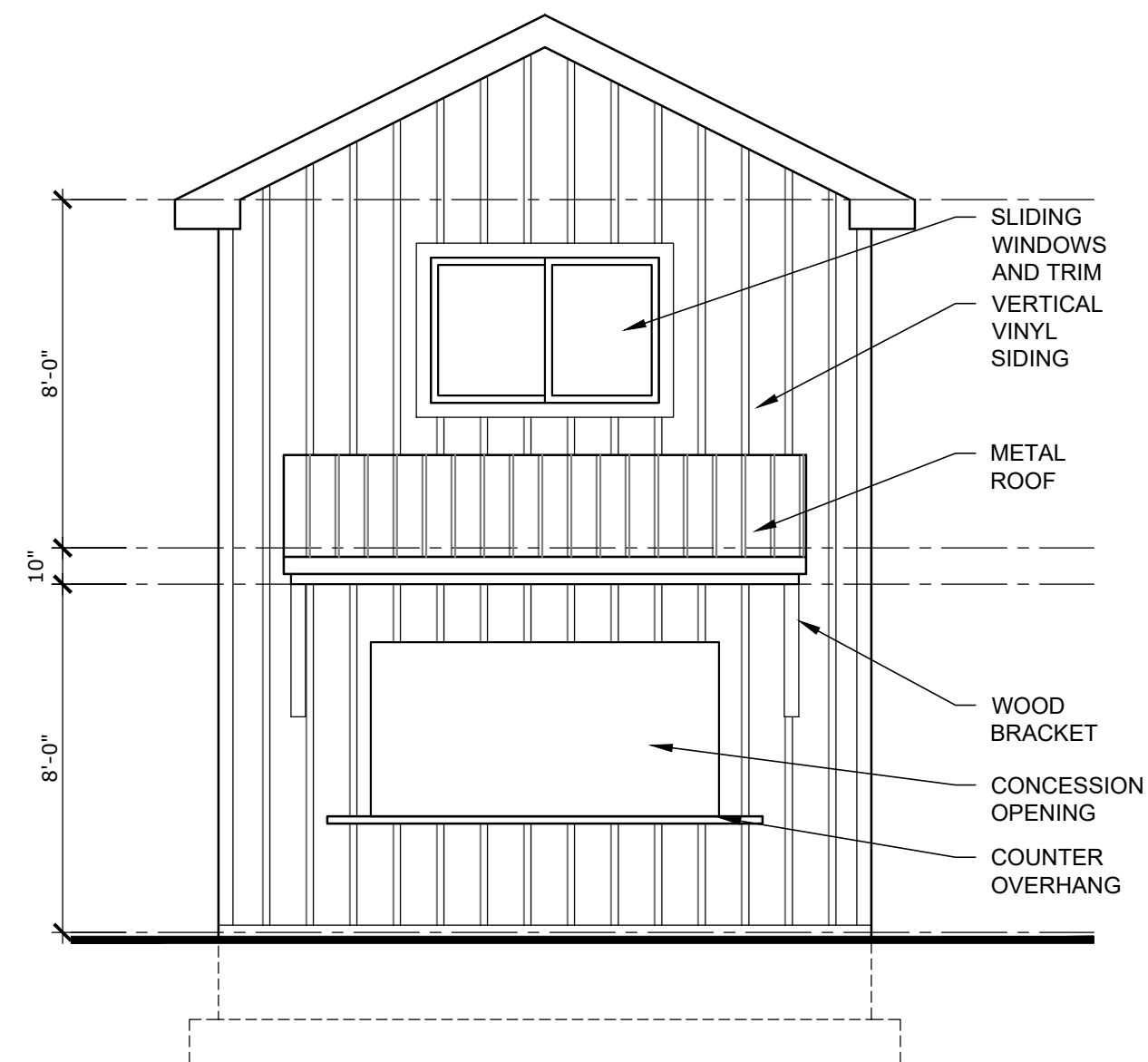
1 LOWER LEVEL PLAN
1/4" = 1'-0"



2 UPPER LEVEL PLAN
1/4" = 1'-0"



3 FRONT ELEVATION (FROM FIELD)
1/4" = 1'-0"



4 SIDE ELEVATION
1/4" = 1'-0"

PROGRESS ONLY
NOT FOR
CONSTRUCTION

ISSUE FOR PRESENTATION 2025-09-08

PROPOSED NEW CONSTRUCTION

EVERETT FIELD ANNOUNCEMENT BOOTH/ CONCESSION STAND

ELMWOOD ROAD AT BLOOMFIELD AVENUE
VERONA, NJ 07044

DOCUMENTS PREPARED BY:
MINDFUL
ARCHITECTURE, LLC
CHRISTY DIBARTOLO
34 OAKRIDGE RD.
VERONA, NJ 07044
(845) 774-6075

mindfularchitecture@gmail.com

CONSTRUCTION PLANS
& EXTERIOR
ELEVATIONS

A10

SHEET 1 OF 1

PROGRESS ONLY
NOT FOR
CONSTRUCTION

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2025-

AMENDING CHAPTER A565 “SCHEDULE OF FEES” SECTION 5
“RECREATION DEPARTMENT AND COMMUNITY CENTER FEES”

BE IT ORDAINED by the Township Council of the Township of Verona, County of Essex, New Jersey as follows:

SECTION 1. The language currently contained in Chapter A565-5 of the Code of the Township of Verona is hereby amended to include the following:

§A565 - 5 Recreation Department and Community Center Fees

Recreation Department and Community Center Fees shall be amended to reflect a range of fees. Deletions are in ~~strike~~through, [additions are bolded in brackets]:

SPORTS RECREATION DEPARTMENT	
Youth sport programs	\$10 to \$100 \$10 - \$130
Adult health, exercise, and wellness	\$10 to \$100 \$10 - \$120
Youth art and dance	\$10 to \$100 \$10 - \$120
Adult team sports	\$200 to \$400/ team \$200-\$500/team
Individual Registration Fee	\$15-\$30
Rutgers coaching class	\$40 to \$60 Cost of Registration
Administrative fee (refunds and events)	20%
Uniform non-return fee	\$25
Water Aerobics (Pool)	\$105-\$125
Ski Trips	\$125-\$175
GOLF TOURNAMENT:	
Golf package/ per golfer	\$150 Up to \$200
Four-Some Golfing Package	Up to \$800
Dinner only	\$75 Up to \$100
Dinner sponsor	\$1,000 Up to \$1,250
Beverage/Snack stand Sponsor	\$250 Up to \$350
Golf balls sponsor	\$375 Up to \$450
Hole sponsor	\$100 Up to \$200
SUMMER PLAYGROUNDS AND PROGRAMS	
Summer playground	\$300 per child \$350-\$650
Maximum family rate: 2+ children	\$600 \$700-\$1,300
Summer kick-off program	\$100; late fee \$50

General art programs	\$40 to \$100
Clinic package (summer program)	\$50 to \$100
Camp package (summer program)	\$75 to \$125
Clinic package and camp package, combined	\$75 to \$125
What Am I Gonna Do Today?	\$5 per child per day
Teachers' Convention	\$5 per child per day
Open gym/dance	\$5 to \$25
Instructional clinics	\$20 to \$90
Special event/program	\$5 to \$50
After-school drop-in	No charge
Late fee for summer playgrounds	\$30 to \$50
Late fee – programs	\$10
Late fee – teams	\$25
* Unless otherwise indicated, all above fees are per person.	
Non-Resident Registration Fee	25% above current resident registration fee
GYM RENTAL	
Use of gym, 5 continuous weekdays from 8:00 a.m. to 4:00 p.m.	\$1,000, plus \$250 maintenance fee
Township residents (no equipment rental)	\$75 per hour
Nonresidents (no equipment rental)	\$150 per hour
Verona organizations	\$75 per hour
Non-Verona organizations	\$150 per hour
FIELD RENTALS (VERONA-BASED INDIVIDUALS OR GROUPS)	
Rentals up to 4 hours per day	\$150 per day plus \$25 maintenance fee
Rentals up to 8 hours per day	\$250 per day plus \$25 maintenance fee
Flat fee for full week rental (7 days)	\$700 per week plus \$175 maintenance fee
FIELD RENTAL (NON-VERONA-BASED INDIVIDUALS OR GROUPS)	
Rentals up to 4 hours per day	\$300 per day plus \$50 maintenance fee
Rentals up to 8 hours per day	\$500 per day plus \$50 maintenance fee
Flat fee for full week rental (7 days)	\$1,400 per week plus \$350 maintenance fee

COMMUNITY CENTER ROOM RENTALS	
Birthday parties	
Two-hour rental of gym and Fireman's Room	\$200 flat fee plus \$50 Maintenance fee
Additional fee for extra hours	\$100 per hour
Large room (Ballroom)	
Township residents – 2 hours minimum	\$75 per hour plus \$75 maintenance fee
Nonresidents – 2 hours minimum	\$150 per hour plus \$75 maintenance fee
Small room (Fireman's Room)	
Township residents – 2 hours minimum	\$50 per hour plus \$50 maintenance fee
Nonresidents – 2 hours minimum	\$100 per hour plus \$50 maintenance fee
Conference room	\$25 per hour
Annex	
Classroom rental – billed in four-hour increments	\$200 per 4 hours + \$50 maintenance fee
FAIR IN THE SQUARE	
Various vendor fees	\$5 to \$100
COMMUNITY GARDEN RENTALS	\$30 to \$75

SECTION 2. If any section, sub-section, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 3. All ordinances or parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. This ordinance shall take effect 20 days after final passage and publication as prescribed by law.

ATTEST:

JENNIFER KIERNAN
MUNICIPAL CLERK

NOTICE
I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED IN THE STAR LEDGER, A NEWSPAPER PUBLISHED IN THE COUNTY OF ESSEX AND CIRCULATED IN THE TOWNSHIP OF VERONA, IN THE ISSUES OF XXX AND XXX.

JENNIFER KIERNAN, CMC
MUNICIPAL CLERK

INTRODUCTION:
PUBLIC HEARING:
EFFECTIVE DATE:

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-

A motion was made by _____ seconded by _____ that the following resolution be adopted:

**DETERMINING THE FORM AND OTHER DETAILS OF ITS NOTE
RELATING TO THE CONSTRUCTION FINANCING LOAN PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK, TO BE ISSUED IN
THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$5,000,000,
PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE
NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE
EXECUTION AND DELIVERY OF SUCH NOTE BY THE TOWNSHIP IN
FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL
PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK
CONSTRUCTION FINANCING LOAN PROGRAM**

WHEREAS, the Township of Verona, in the County of Essex, New Jersey (the “Local Unit”), intends to undertake the improvements at the Fairview Avenue well, including but not limited to, PFAS remediation, and all work and costs ancillary and necessary therefor (collectively, the “Project”), and it is the desire of the Local Unit to obtain financing for such Project through participation in the New Jersey Water Bank of the New Jersey Infrastructure Bank (the “I-Bank”);

WHEREAS, the Local Unit has determined to temporarily finance the undertaking of the Project prior to the closing with respect to the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan (or loans) to be made by the I-Bank (collectively the “Construction Loan”) to the Local Unit, pursuant to the Construction Financing Loan Program of the I-Bank (the “Construction Financing Loan Program”);

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Loan Program, it is the desire of the Local Unit to issue and sell a short term note to the I-Bank in an aggregate principal amount of up to \$5,000,000 (the “Note”);

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the “Local Bond Law”), and other applicable law; and

WHEREAS, on October 16, 2023, the Local Unit adopted a bond ordinance to finance the Project (the “Local Unit Bond Ordinance”) pursuant to the provisions of the Local Bond Law;

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

SECTION 1. In accordance with the provisions of the Local Bond Law, the Infrastructure Trust Act and the Local Unit Bond Ordinance, the Local Unit hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note have been appropriated and authorized by the Local Unit Bond Ordinance, finally adopted by the Local Unit at a meeting duly called and held on October 16, 2024, at which time a quorum was present and acted throughout, all in accordance with the Local Bond Law and other applicable law.

SECTION 2. The Chief Financial Officer of the Local Unit (the “Chief Financial Officer”) is hereby authorized to determine, pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

SECTION 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

SECTION 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the aggregate principal amount of the Note to be issued shall be an amount not to exceed \$5,000,000;
- (b) the maturity of the Note shall be as determined by the I-Bank;
- (c) the interest rate of the Note shall be as determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered “CFP-2025-1”, or other such denomination as may be requested by the I-Bank;
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk; and
- (i) the Note may be issued in one or more series as may be deemed necessary by the I-Bank.

SECTION 5. The Note shall be substantially in the form required by the I-Bank, together with such additions, deletions and other modifications required by the I-Bank and agreed to by the Local Unit upon consultation with counsel and any advisors to the Local Unit, such determinations being conclusively evidenced by the execution of the Note by the Authorized Officers (as defined herein).

SECTION 6. The law firm of McManimon, Scotland and Baumann, LLC is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Loan Financing Program, to arrange for same.

SECTION 7. The Local Unit Mayor, Chief Financial Officer and Local Unit Clerk (each an "Authorized Officer") of the Local Unit are each hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Loan Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Loan Program.

SECTION 8. This resolution shall take effect immediately.

SECTION 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to McManimon, Scotland & Baumann, LLC, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON SEPTEMBER 8, 2025.

**JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK**

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2025-

A motion was made by ; seconded by that the following resolution be adopted:

**AUTHORIZING EXECUTION OF AN ADMINISTRATIVE CONSENT
ORDER WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENT
PROTECTION**

WHEREAS, the Township owns and operates a sewage treatment plant located at 10 Commerce Court, which serves customers from Verona, the Township of Cedar Grove, and the Borough of North Caldwell; and

WHEREAS, the New Jersey Department of Environmental Protection, Water Compliance and Enforcement has determined that Verona has violated the Permit controlling the handling of sewage, the WPCA, and the NJPDES regulations at N.J.A.C. 7:14A-1 et seq.; and

WHEREAS, the Township has taken action to correct the violations; and

WHEREAS, in order to amicably resolve this matter without trial or adjudication, the Department and Verona have agreed to enter into the attached Administrative Consent Order and to be bound by its terms and conditions.

WHEREAS, the Township Manager recommends that the Administrative Consent Order be executed.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona that the Township Manager, or his designee, is authorized to execute the attached Administrative Consent Order and to take all necessary action to abide by the terms and conditions contained therein.

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON SEPTEMBER 8, 2025.

**JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK**



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

WATER COMPLIANCE AND ENFORCEMENT

NORTHERN REGIONAL OFFICE

7 RIDGEDALE AVE

Cedar Knolls, New Jersey 07927

Tel. (973) 656-4099 • Fax. (973) 656-4400

PHILIP D. MURPHY

Governor

TAHESHA L. WAY

Lt. Governor

SHAWN M. LATOURETTE

Commissioner

IN THE MATTER OF

VERONA TOWNSHIP

:
:
:
:
:

**ADMINISTRATIVE
CONSENT ORDER**

EA ID# NEA250001 – PI ID# 47050

This Administrative Consent Order (“ACO”) is entered into pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection (“Department”) by N.J.S.A. 13:1D-1 et seq., the New Jersey Water Pollution Control Act (“WPCA”) at N.J.S.A. 58:10A-1 et seq., the WPCA regulations at N.J.A.C. 7:14-1 et seq., and the New Jersey Pollutant Discharge Elimination System (“NJPDES”) regulations at N.J.A.C. 7:14A-1 et seq., and is duly delegated to the Assistant Commissioner of Water Resource Management and their assignees pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. Verona Township (“Verona”) owns and operates a sewage treatment plant located at 10 Commerce Court, Verona, Essex County, New Jersey (the “Facility”), which serves customers from Verona, the Township of Cedar Grove, and the Borough of North Caldwell.
2. Pursuant to N.J.S.A. 58:10A-6 and N.J.A.C. 7:14A-2.1(d), no person may discharge any pollutant to the ground waters or surface waters of the State except in conformity with a valid NJPDES permit issued by the Department. Persons include “individual[s], corporation[s], company[ies], partnership[s], firm[s], association[s], owner[s] or operator[s] of a treatment works, political subdivision[s] of [New Jersey] and any state, Federal or interstate agency or an agent or employee thereof.” See N.J.A.C. 7:14A-1.2. Accordingly, Verona may not discharge any pollutant except in conformity with a valid NJPDES permit.
3. The Department issued Verona a NJPDES Discharge to Surface Water permit, permit number NJ0024490 (the “Permit”), for the Facility on September 6, 2019, with an effective

date of January 1, 2020, and an expiration date of December 31, 2024. A Permit renewal application was received by the Department on July 1, 2024, and declared Administratively Complete on July 3, 2024. Additionally, a Permit major modification application was received by the Department on February 4, 2025, and declared Administratively Complete on February 7, 2025. Pursuant to N.J.A.C. 7:14A-2.8(a), the expired Permit remains in full force and effect until a renewed Permit is issued by the Department.

4. The Permit authorizes Verona, as the permittee, to discharge its treated sanitary wastewater to the Peckman River via an outfall pipe designated as DSN004A.
5. Part III of the Permit establishes, among other requirements, specific parameters to be monitored and reported to the Department on Discharge Monitoring Reports (“DMRs”) and Wastewater Characterization Reports (“WCRs”). Further, Part III of the Permit identifies effluent limitations for certain parameters at outfall DSN004A.
6. A review of the DSN004A DMRs submitted to the Department by Verona for the reporting periods January 2022 through January 2025 demonstrate the following effluent limitation exceedances which constitute effluent violations of the Permit:

Monitoring Period	Parameter	Permit Limit	Reported Value	% Excursion	Serious*	SNC*
01/01/2022-01/31/2022	E. Coli	126.0 cfu per 100 ml	605.0 cfu per 100 ml	380	Y	N
12/01/2022-12/31/2022	Oil and Grease	10.0 mg/L	10.5 mg/L	5	N	N
01/01/2023-01/31/2023	E. Coli	126.0 cfu per 100 ml	136.0 cfu per 100 ml	8	N	N
02/01/2023-02/28/2023	Ammonia	57.0 kg/day	66.49 kg/day	17	N	N
02/01/2023-02/28/2023	Ammonia	5.0 mg/L	11.10 mg/L	122	Y	N
02/01/2023-02/28/2023	E. Coli	126.0 cfu per 100 ml	150.0 cfu per 100 ml	19	N	N
04/01/2023-04/30/2023	E. Coli	126.0 cfu per 100 ml	601.0 cfu per 100 ml	377	Y	N
06/01/2023-06/30/2023	Phosphorus	0.76 mg/L	0.90 mg/L	18	N	N
09/01/2023-09/30/2023	E. Coli	126.0 cfu per 100 ml	180.0 cfu per 100 ml	43	Y	Y
09/01/2023-09/30/2023	Oil and Grease	10.0 mg/L	12.2 mg/L	22	N	N
01/01/2024-01/31/2024	E. Coli	126.0 cfu per 100 ml	278.45 cfu per 100 ml	121	Y	Y
03/01/2024-03/31/2024	E. Coli	126.0 cfu per 100 ml	184.7 cfu per 100 ml	47	Y	Y

04/01/2024-04/30/2024	E. Coli	126.0 cfu per 100 ml	496.0 cfu per 100 ml	294	Y	Y
07/1/2024-07/31/2024	E. Coli	126.0 cfu per 100 ml	135.0 cfu per 100 ml	7	N	N
10/01/2024-10/31/2024	E. Coli	126.0 cfu per 100 ml	185.0 cfu per 100 ml	47	Y	N
10/01/2024-10/31/2024	Phosphorus	0.76 mg/L	0.78 mg/L	3	N	N
11/01/2024-11/30/2024	E. Coli	126.0 cfu per 100 ml	375.0 cfu per 100 ml	198	Y	Y
12/01/2024-12/31/2024	E. Coli	126.0 cfu per 100 ml	442.6 cfu per 100 ml	251	Y	Y
12/01/2024-12/31/2024	CBOD	8.0 mg/L	13.5 mg/L	69	Y	N
05/1/2025 – 5/31/2025	Phosphorus	0.76 mg/L	0.83 mg/L	9	N	N

*Serious violations and Significant Noncomplier (“SNC”) are defined at N.J.A.C. 7:14-8.2.

mg/L - milligrams per liter
cfu per 100 ml - colony-forming units per 100 milliliter sample
CBOD - carbonaceous biochemical oxygen demand

7. In addition to the violations noted above, Verona also incurred violations of the Permit’s Nitrate effluent limitations during the December 2024 and January 2025 monitoring periods. Further, the Department understands that Verona has requested an adjudicatory hearing regarding the Nitrate effluent limitations in the Permit. This ACO does not in any way settle or resolve any violations of the Permit’s Nitrate effluent limitations nor does this ACO in any way settle or resolve Verona’s challenge of the Permit’s Nitrate effluent limitations.
8. Based on the facts set forth above, the Department has determined that Verona has violated the Permit, the WPCA, and the NJPDES regulations at N.J.A.C. 7:14A-1 et seq.
9. On November 1, 2024, December 30, 2024, and January 24, 2025, Verona submitted e-mail correspondences to the Department which set forth plans to address the above noted violations. Hereinafter, the plans set forth in these e-mail correspondences are referred to as “the Project.” Specifically, the Project includes plans to replace the Facility’s existing Ultraviolet Light Disinfection System (“UV System”), which would address the recurring E. Coli violations noted in paragraph six (6) above in the long term. Additionally, Verona would temporarily introduce the addition of Peracetic Acid in conjunction with its existing UV System to support the disinfection process during the upgrades. As of the date of this ACO, the Project is under engineering design.
10. On February 13, 2025, Verona commenced the temporary addition of Peracetic Acid in conjunction with the Facility’s existing UV System to support disinfection of the Facility’s

effluent. The anticipated period of Peracetic Acid use is approximately 18 months, during which time the Project will be designed, permitted, and constructed. The Peracetic Acid is injected upstream of the existing UV System at a concentration that is based on flow rates. Finally, the residual Peracetic Acid is monitored daily to ensure that the concentration of Peracetic Acid in Verona's discharge to the Peckman River is less than 1.0 mg/L.

11. In order to amicably resolve this matter without trial or adjudication, the Department and Verona have agreed to enter into this ACO and to be bound by its terms and conditions.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

A. COMPLIANCE SCHEDULE

12. Verona shall comply with the WPCA, the regulations promulgated pursuant thereto, N.J.A.C. 7:14A-1 et seq., and any permit or approval issued pursuant thereto in operation and management of the Facility.
13. Verona shall take all necessary actions to achieve and maintain compliance with the Permit except that the interim effluent limitations set forth in the INTERIM ENFORCEMENT EFFLUENT LIMITATIONS section of this ACO shall control during the period established in that section.
14. On or before July 15, 2026, Verona shall submit all necessary documents, including without limitation any necessary permit applications to the Department and loan applications to the New Jersey Water Bank, and request authorization from the Department and the New Jersey Water Bank to advertise the Project for bids.
15. Within thirty (30) days of receiving authorization to bid from the Department and the New Jersey Water Bank, Verona shall advertise the Project for bids.
16. Within seven (7) days of receiving authorization from the Department and the New Jersey Water Bank to award the construction contract, Verona shall award the construction contract for the Project.
17. Within twenty-four (24) months of awarding the construction contract, Verona shall complete construction of the Project noted in paragraph nine (9) above and meet the effluent limitations set forth in Part III of the Permit.
18. Within thirty (30) calendar days of completing construction on the Project, Verona shall submit to the Department a Certification For Approval by Professional Engineer form (form WQM-005) for the applicable Treatment Works Approval ("TWA") issued for the Project.

19. If Verona is not able to achieve compliance with the Permit's effluent limitations by taking the corrective actions set forth in this ACO, then Verona shall take whatever additional actions are necessary in order to comply with all applicable federal, State and local permits as well as all applicable statutes, codes, rules, regulations, and orders, including but not limited to the statutes and regulations cited herein.

B. PUBLIC NOTICE AND PUBLIC PARTICIPATION

20. Pursuant to N.J.S.A. 58:10A-6.1(b) and N.J.A.C. 7:14-8.3A, the public shall be afforded an opportunity to comment on this ACO prior to the ACO becoming final and effective because this ACO relaxes effluent limitations established in the Permit. The date the ACO is signed by the parties shall be referred to as "the execution date" of this ACO. The date upon which the public participation process is complete shall be referred to as "the final effective date" of this ACO.
21. Within ten (10) calendar days of the execution date of this ACO, Verona shall provide to the Department a proposed plan to provide the public notice required by N.J.S.A. 58:10A-6.1(b) and N.J.A.C. 7:14-8.3A. The proposed plan shall conform to the requirements of N.J.A.C. 7:14-8.3A(b), -8.3A(c), and -8.3A(e).
22. Within ten (10) calendar days of receipt of the Department's approval of the proposed public notice plan, Verona shall provide the public notice as approved by the Department.
23. On or before the close of the public comment period, Verona shall submit to the Department proof of publication of the public notice.
24. If as a result of the public participation process the Department determines it is necessary to impose terms that were not in the ACO on the execution date or are different from this ACO and Verona accepts these terms, then this ACO shall be amended in writing and signed by all parties and shall be enforceable as of the execution date. However, if Verona does not agree with those terms within thirty (30) calendar days of receipt of the Department's proposed amendment(s), then this ACO is null and void, and never of any force and effect. In this instance, the Permit, including without limitation all effluent limitations, and monitoring and reporting requirements, shall be enforceable as if this ACO never existed, and the Department may, among other things, exercise its right to seek penalties for past, present, and future violations of the Permit committed by Verona.
25. If there are no proposed amendments to this ACO upon completion of the public participation process, then this ACO automatically becomes the final effective ACO without any further signatures. Furthermore, if there are no changes to this ACO upon completion of the public participation process, this ACO shall be effective and enforceable from the execution date.

26. If Verona fails to timely and fully complete any or all of the requirements of the provisions of this PUBLIC NOTICE AND PUBLIC PARTICIPATION section, the Department may, at its sole discretion, unilaterally terminate this ACO. In this instance, the Permit, including without limitation all effluent limitations, and monitoring and reporting requirements, shall be enforceable as if this ACO never existed.

C. INTERIM ENFORCEMENT EFFLUENT LIMITATIONS

27. Beginning on the first day of the month following the execution date of this ACO and until termination of this ACO, Verona shall comply with the Interim Enforcement Effluent Limitations set forth below, unless the ACO is voided or modified as a result of the public participation process set forth in the PUBLIC NOTICE AND PUBLIC PARTICIPATION section of this ACO or is otherwise terminated:

PARAMETER	INTERIM ENFORCEMENT EFFLUENT LIMITATION
E. Coli	271 cfu per 100 ml

cfu per 100 ml - colony-forming units per 100 milliliter sample

28. Except as provided in the preceding paragraph, all other terms of the Permit shall remain in full force and effect and shall be fully enforceable.

D. PROGRESS REPORTS

29. Verona shall submit to the Department quarterly progress reports by the fifteenth (15th) day of the month following the quarter being reported. The quarters shall be January to March, April to June, July to September, and October to December. Verona shall submit the first progress report to the Department by October 15, 2025, for the July to September 2025 quarter. Each report shall explain the status of Verona's compliance with this ACO and shall include, but not be limited to, the following:

- A. Identification of site(s) and reference to this ACO;
- B. Status of permitting and planning approvals needed to complete the COMPLIANCE SCHEDULE section of this ACO;
- C. The status of any work at the site(s) and progress to date;
- D. Identification of any difficulties or problems encountered during reporting period;
- E. All actions taken to rectify any difficulties or problems;
- F. Identification of the COMPLIANCE SCHEDULE section activities planned for the next reporting period;
- G. Required and actual completion date for each COMPLIANCE SCHEDULE section activity required by this ACO;

- H. An explanation of any non-compliance with the COMPLIANCE SCHEDULE section provisions of this ACO; and
- I. Performance evaluation of all corrective measures implemented to date.

Progress reports must be submitted by email to Don.Hirsch@dep.nj.gov and Jessica.Silverio@dep.nj.gov.

E. PENALTY SETTLEMENT

30. In full settlement of the violations cited in the above findings, Verona shall pay a penalty of **\$35,000.00** by suitable financial instrument made payable to the “Treasurer, State of New Jersey” due sixty (60) calendar days after Verona receives an invoice from the Department. The invoice will be sent to Verona by the Department under separate cover on or after the final effective date of this ACO as defined in paragraph twenty (20) above. Verona shall remit payment to the Division of Revenue at the address stated on the Department provided invoice.
31. In the event that Verona fails to make full and timely payment of the settlement penalty amount according to paragraph thirty (30) of this ACO, then a default shall have occurred. If the default is not cured within five (5) days of receipt by Verona of written notice of such default, the Department may declare, in its sole discretion, this ACO null and void. In that event, the Department may issue an Administrative Order and Notice of Civil Administrative Penalty Assessment for all NJPDES Permit violations, including the NJPDES Permit effluent violations in paragraph six (6) above, in the amount determined by the Department according to the NJPDES penalty matrix at N.J.A.C. 7:14-8.5.

F. STIPULATED PENALTIES

32. Verona shall pay stipulated penalties to the Department, as set forth below, for each failure to comply with the deadlines specified in the COMPLIANCE SCHEDULE section and the PROGRESS REPORT section of this ACO. However, Verona shall not be liable for the following stipulated penalties for violations of the COMPLIANCE SCHEDULE section if the Department has notified Verona in writing pursuant to the FORCE MAJEURE section of this ACO that it has extended Verona’s deadline for a particular period of time for specific violations of the COMPLIANCE SCHEDULE section.

<u>Calendar Days After Due Date</u>	<u>Stipulated Penalty Per Calendar Day</u>
1-7	\$100
8-14	\$200
15 or more	\$500

33. For all violations of deadlines in the PROGRESS REPORT section the stipulated penalty to be paid by Verona is \$50.00 for each calendar day that Verona is late on the submittal of the Progress Report.
34. Stipulated penalties for each violation of the COMPLIANCE SCHEDULE section, and the PROGRESS REPORT section of this ACO shall begin to accrue on the day after the performance is due and shall continue to accrue daily until performance is satisfactorily completed.
35. If Verona fails to comply with the INTERIM EFFLUENT LIMITATIONS section of this ACO, Verona shall pay stipulated penalties at the statutory minimum mandatory penalty amounts of \$1,000 for each “Serious Violation” and \$5,000 for each violation that causes Verona to be, or continue to be, a “Significant Non-complier” as defined by N.J.S.A. 58:10A-3 and N.J.A.C. 7:14A-1.2. Verona reserves its rights to assert affirmative defenses pursuant to N.J.S.A. 58:10A-10.2 with respect to any effluent violations of the Interim Enforcement Effluent Limitations set forth herein.
36. Any civil administrative penalties for failure to monitor and report as required by the Permit shall be assessed in accordance with N.J.S.A. 58:10A-10.1(c), -10.1(d), and N.J.A.C. 7:14-8.9.
37. Penalties for violations of this ACO that are not addressed by the preceding paragraphs may be sought civilly and/or assessed administratively under the WPCA and its implementing regulations.
38. Nothing in this ACO shall preclude the simultaneous accrual of separate stipulated penalties for separate violations of this ACO.
39. All stipulated penalties shall be due and payable forty-five (45) calendar days following Verona’s receipt of a written demand from the Department. Payment of stipulated penalties shall be made by check payable to “Treasurer, State of New Jersey” in the amount of stipulated penalties demanded by the Department. Payment shall be mailed with the bottom portion of an included invoice to the Division of Revenue at the address set forth in the invoice.
40. If Verona fails to pay stipulated penalties pursuant to the preceding paragraphs, the Department may institute civil proceedings to collect the stipulated penalties allowable under the WPCA and implementing regulations for the violations of this ACO or take any other appropriate enforcement action.
41. The payment of stipulated penalties does not alter Verona’s responsibility to complete all requirements of this ACO.

G. FORCE MAJEURE

42. If any event occurs which is beyond the control of Verona and which Verona believes will or may cause delay in the achievement of the COMPLIANCE SCHEDULE section provisions of this ACO, Verona shall notify the Department in writing within seven (7) calendar days of becoming aware of the delay or anticipated delay, as appropriate. In the notification, Verona shall reference this paragraph, describe the anticipated length of the delay, the precise cause or causes of the delay, and any measures taken or to be taken to minimize the delay. Verona shall take all necessary action to prevent or minimize any such delay.
43. The Department may extend the deadlines in the COMPLIANCE SCHEDULE section of this ACO for a period no longer than the delay if the Department finds that:
- A. Verona has complied with the notice requirements of paragraph forty-two (42) above;
 - B. The delay or anticipated delay has been or will be caused by fire, flood, riot, strike, or other circumstances beyond the control of Verona; and
 - C. Verona has taken all necessary actions to prevent or minimize the delay.
44. If the Department denies Verona's force majeure request, Verona will be subject to stipulated penalties and/or other civil and/or administrative enforcement actions. The burden of proving that any delay is caused by circumstances beyond the control of Verona and the length of any such delay attributable to those circumstances shall rest with Verona. Neither contractor's breach nor increases in the cost or expenses incurred by Verona in fulfilling the requirements of this ACO shall be a basis for an extension of time. Delay in an interim requirement shall not automatically justify or excuse delay in the attainment of subsequent requirements. No extension of time shall be granted pursuant to the FORCE MAJEURE section of this ACO for any other provisions of this ACO.

H. RESERVATION OF RIGHTS

45. Nothing in this ACO shall constitute a waiver of any statutory, regulatory, or common law rights of the Department pertaining to any of the laws of the State of New Jersey.
46. Nothing in this ACO shall preclude the Department from taking enforcement or penalty action against Verona that the Department may deem appropriate for matters or violations not set forth in the FINDINGS of this ACO which the Department is entitled to bring under the laws of the State of New Jersey.
47. The Department reserves all statutory, regulatory, and common law rights to require Verona to take additional action(s) should the Department determine that such actions are necessary to protect public health, safety, welfare, and/or the environment. Nothing in this ACO shall constitute a waiver of any right of the Department to require such additional actions should

the Department determine that such actions are necessary.

48. Nothing in this ACO restricts or precludes the Department from raising the above FINDINGS in any other proceeding including, but not limited to, proceedings pursuant to N.J.S.A. 13:1E-126 et seq. (commonly referred to as A-901).

I. MODIFICATIONS

49. No modification or waiver of this ACO shall be valid except by written amendment duly executed by Verona and the Department or by the Department's written modification pursuant to the FORCE MAJEURE section herein above.
50. Verona shall not construe any unwritten advice, unwritten guidance, unwritten suggestions, or other unwritten comments by the Department, or by any person(s) acting on its behalf, as relieving Verona of its obligations under its permit(s), this ACO, the WPCA, N.J.A.C. 7:14-8 and/or N.J.A.C. 7:14A-1 et seq.

J. RIGHT OF ENTRY AND INSPECTION

51. In addition to the Department's statutory and regulatory rights to enter and inspect, Verona shall allow the Department and any person(s) acting on its behalf, access to the site at all times for the purpose of monitoring compliance with this ACO.

K. TERMINATION

52. This ACO shall terminate upon receipt by Verona of written notice from the Department that all the requirements of this ACO have been satisfied. Termination of this ACO shall not relieve Verona of its liability for any unpaid penalties previously demanded by the Department pursuant to the terms and conditions of this ACO, nor shall it affect in any way the Department's right and ability to collect said unpaid penalties.
53. The Department reserves the right to unilaterally terminate this ACO and to take any lawful additional enforcement action it deems necessary in the event Verona violates the terms and/or conditions of this ACO.
54. The Department reserves the right to unilaterally terminate this ACO if the Department determines that the ACO no longer serves the purpose for which it was intended. In the event the Department invokes this provision, the Department shall provide written justification for its action.
55. If any provision of this ACO or the application thereof to any person or circumstance shall to any extent be found to be invalid or unenforceable, the remainder of this ACO (or the application of such provision to persons or circumstances other than those as to which it is

held invalid or unenforceable) shall not be affected thereby and each provision of this ACO shall be valid and enforceable to the fullest extent permitted by law. The Department does, however, retain the right to terminate the remainder of this ACO if, after such finding, it determines that the remainder of this ACO does not serve the purpose for which it was intended.

L. GENERAL PROVISIONS

56. This ACO, upon becoming final and effective, settles and resolves only the violations cited herein and is not a settlement of any other civil or administrative action arising from those violations; provided however that nothing in this ACO resolves or precludes criminal prosecution against Verona for criminal violations, if applicable.
57. Verona agrees that the PENALTY SETTLEMENT provisions set forth above do not constitute criminal punishment. Verona further waives any right it may have to claim that double jeopardy attaches to the penalty settlement set forth in paragraph thirty (30) above, or to the stipulated penalties set forth in paragraphs thirty-two (32) through forty-one (41) above.
58. This ACO shall be binding on Verona, its successors, assignees, agents, subsequent purchasers, and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity. This ACO shall also be binding on the Verona's principals, directors, officers, members, employees, and any other individuals who are responsible corporate officials within the meaning of the WPCA at N.J.S.A. 58:10A-3(1).
59. This ACO shall not be construed as being a permit or to be in lieu of a permit for any activities which require permits. Verona shall obtain and comply with all applicable federal, state, and local permits as well as all applicable statutes, regulations, rules, codes, and orders while carrying out the obligations imposed by this ACO, including, but not limited to the statutes, regulations, and permits cited herein.
60. This ACO shall not preclude the Department from requiring Verona to apply for any permit or permit modification issued by the Department under its statutory or regulatory authority for the matters covered herein. When such a permit or permit modification becomes effective, the terms and conditions of any such permit or permit modification shall not be pre-empted by the terms and conditions of this ACO, even if the terms and conditions of any such permit or permit modification are more stringent than the terms and conditions of this ACO.
61. The obligations or penalties imposed by this ACO are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and the protection of public health, safety, welfare, and the environment and are not intended to constitute debt(s) which may be limited or discharged in a bankruptcy proceeding.

62. Compliance with the requirements of this ACO by Verona is not conditioned in any way on receipt by Verona of any federal, state, local or public funding.
63. All appendices and/or attachments referenced in this ACO, if any, and all reports, work plans, and other documents required under the terms of this ACO are, upon approval of the Department, incorporated into this ACO by reference and made a part hereof.
64. Verona shall perform all work required by this ACO in accordance with prevailing professional standards.
65. This ACO shall be governed and interpreted under the laws of the State of New Jersey.
66. This ACO shall be construed as if drafted by both parties.
67. Verona agrees not to contest the authority or jurisdiction of the Department to issue this ACO. Verona also agrees not to contest the terms or conditions of this ACO, except that Verona may contest the Department's interpretation or application of such terms or conditions in any action brought by the Department to enforce the terms and conditions of this ACO.
68. Verona hereby consents to and agrees that this ACO is a final agency order; may be docketed with the clerk of the Superior Court pursuant to N.J.S.A. 2A:58-10 and 58:10A-10(d)(6)(b); and is fully enforceable as a final order in the New Jersey Superior Court upon the filing of a summary action for compliance with the WPCA.
69. Verona shall give written notice of this ACO to any successor in interest at least thirty (30) calendar days prior to transfer of ownership or control of the facility or facilities which are the subject of this ACO or the property on which such facility is located or the violations occurred and shall simultaneously notify the Department in writing that such notice has been given. This requirement shall be in addition to any other statutory or regulatory requirement(s) arising from the transfer of ownership or control of Verona's facility or property. In addition, the parties agree that any contract, lease, deed or any other agreement that Verona enters into to convey the property/facility that is/are the subject of this ACO shall include a provision which states that the successor, assignee, tenant, or purchaser has agreed to assume the obligations imposed by this ACO and that the terms of this ACO shall be binding on such persons or entities. In the event that Verona fails to comply with this paragraph, Verona shall remain responsible for compliance with the terms and conditions of this ACO despite its transfer of ownership and/or control of the facility or property.
70. Verona shall provide written notice to the Department of Verona's filing of a petition in bankruptcy no later than the first business day after such filing. This requirement shall be in addition to any other statutory requirement arising from the filing of the bankruptcy petition

71. Unless otherwise specifically provided herein, Verona shall submit all documents required by this ACO, except penalty payments, to the Department by certified mail return receipt requested or by hand delivery with an acknowledgment of receipt form for the Department's signature to:

Donald Hirsch, Chief
New Jersey Department of Environmental Protection
Division of Water Enforcement – Northern Region
7 Ridgedale Avenue
Cedar Knolls, New Jersey 07927
or
Don.Hirsch@dep.nj.gov

The date the Department receives the certified mail or executes the acknowledgment of receipt form will be the date the Department uses to determine Verona's compliance with this ACO.

72. Unless otherwise specifically provided herein, any communication made by the Department to Verona pursuant to this ACO shall be sent to:

Kevin O'Sullivan, Township Manager
Verona Township Municipal Building
600 Bloomfield Avenue
Verona, New Jersey 07044
or
kosullivan@veronanj.org

73. Nothing in this ACO shall preclude the Department from taking enforcement action against Verona for matters not set forth in the findings of this ACO.
74. This ACO represents the entire integrated agreement between the Department and Verona on the matters contained herein. The terms and conditions of this ACO supersede all prior negotiations, representations, or agreements, either written or oral, regarding this ACO.
75. This ACO shall become effective upon the execution date, except as otherwise provided in the provisions of the PUBLIC PARTICIPATION section of this ACO.

Signatures on Next Page

By this signature below, I certify that I have full authority to execute this document on behalf of the Department and to bind the Department to its terms.

**NEW JERSEY DEPARTMENT
OF ENVIRONMENTAL PROTECTION**

DATED: _____

BY: _____
Donald Hirsch, Chief
Division of Water Enforcement
Northern Region

By this signature below, I certify that I have full authority to execute this document on behalf of Verona and to bind Verona to its terms.

VERONA TOWNSHIP

DATED: _____

BY: _____
(signature)

NAME: _____
(please print)

TITLE: _____
(please print)

.

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2025-

A motion was made by _____ ; seconded by _____ that the following resolution be adopted:

**AWARDING CONTRACT No. 2025-05
BANK STABILIZATION ALONG THE PECKMAN RIVER**

WHEREAS, the Township of Verona received bids for Bank Stabilization Along the Peckman River – Contract No. 2025-05 on August 28, 2025; and

WHEREAS, ten (10) bids were received for Contract 2025-05; and

WHEREAS, CMS Construction, Inc. was the lowest responsive and responsible bidder in the Base Bid Amount of \$271,510; and

WHEREAS, the Consulting Engineer has reviewed and recommends the Contract award be made to CMS Construction, Inc., 521 North Avenue, Plainfield, NJ 07060, as the lowest responsive and responsible bidder.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, New Jersey that the contract for Contract No. 2025-05 be awarded to CMS Construction, Inc. in the total amount of \$\$271,510.

BE IT FURTHER RESOLVED \$271,510 shall be charged to Ordinance No. 2025-10A(o) or any account that may be deemed appropriate by the Chief Financial Officer or her designee and shall be charged against and the availability of funds has been certified by the Chief Financial Officer.

BE IT FURTHER RESOLVED that the Township Manager or his designee is hereby authorized to enter into an agreement or any other required documents for the aforementioned services a copy of which shall be available for public inspection in the Office of the Municipal Clerk.

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON SEPTEMBER 8, 2025.

**JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK**

September 3, 2025

Mr. Kevin O'Sullivan
Deputy Township Manager
Township of Verona
600 Bloomfield Ave.
Verona, NJ 07044

Re: Recommendation of Award
Bank Stabilization Along the Peckman River
Township of Verona
Essex County, New Jersey
Our File No. VA-102

Dear Mr. O'Sullivan:

On August 28, 2025, the Township of Verona received ten (10) bids for the above referenced project. Below is a summary of the low three (3) bidders:

<u>Bidder</u>	<u>Bid Amount</u>
CMS CONSTRUCTION, INC. 521 NORTH AVENUE PLAINFIELD, NJ	Base Bid: \$271,510.00
GRABOWSKI CONSTRUCTION, INC. 770 NORTHFIELD AVENUE WEST ORANGE, NJ	Base Bid: \$287,540.00
MESSERCOLA EXCAVATING 549 E THIRD STREET PLAINFIELD, NJ	Base Bid: \$306,435.00 (Corrected amount)

A summary of all bids received is attached with a tabulation of unit costs for the ten (10) bidders.

Boswell, Inc., recommends that this contract be awarded to the lowest bidder, CMS Construction, Inc., in the amount of \$271,510.00 subject to the Township Attorney's satisfactory review of all bid documentation and the Chief Financial Officer's certification that adequate funding has been appropriated.

It is also subject to the Township being in receipt of the following, as applicable, before contracts are issued: Performance Bond, Payment Bond, Certificate of Insurance, Affirmative Action Affidavit, and Initial Project Workforce Report (Form AA-201).



Thank you for your attention in this matter and if you should have any questions, please do not hesitate to contact me.

Very truly yours,

Peter C. Ten Kate, P.E.

PTK/lv

Enclosures

cc: Jennifer Kiernan, RMC, CMC, Municipal Clerk
Jennifer Muscara, CFO
Brian Aloia, Esq., Township Attorney
Chuck Molinaro, Public Works Superintendent

250902lvL1

BANK STABILIZATION ALONG THE PECKMAN RIVER
TOWNSHIP OF VERONA
ESSEX COUNTY, NEW JERSEY
OUR FILE NO. VA-102

BID DATE: August 28, 2025

Time 10:00 a.m.

				CMS CONSTRUCTION, INC. 521 NORTH AVENUE PLAINFIELD, NJ		GRABOWSKI CONSTRUCTION, INC. 770 NORTHFIELD AVENUE WEST ORANGE, NJ		MESSERCOLA EXCAVATING 549 E THIRD STREET PLAINFIELD, NJ		SALMON BROS., INC. P.O. BOX 67 NETCONG, NJ	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	Mobilization	LS	1	\$12,000.00	\$12,000.00	\$37,000.00	\$37,000.00	\$14,000.00	\$14,000.00	\$17,000.00	\$17,000.00
2	Soil Erosion and Sediment Control	LS	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$7,000.00	\$7,000.00
3	Clearing Site	LS	1	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00
4	Clean Fill	CY	70	\$45.00	\$3,150.00	\$30.00	\$2,100.00	\$45.00	\$3,150.00	\$100.00	\$7,000.00
5	Tree Removal, over 12" to 25" Diameter	UNIT	14	\$1,500.00	\$21,000.00	\$1,500.00	\$21,000.00	\$500.00	\$7,000.00	\$1,500.00	\$21,000.00
6	3' Diameter Boulder Row	LF	90	\$350.00	\$31,500.00	\$75.00	\$6,750.00	\$200.00	\$18,000.00	\$250.00	\$22,500.00
7	2' Diameter Boulder Row	LF	45	\$280.00	\$12,600.00	\$75.00	\$3,375.00	\$175.00	\$7,875.00	\$225.00	\$10,125.00
8	Open-cell Concrete Revetment (Amorflex or Equal)	SF	1,700	\$35.00	\$59,500.00	\$40.00	\$68,000.00	\$42.00	\$71,400.00	\$47.00	\$79,900.00
9	Site Grading	SF	8,000	\$2.00	\$16,000.00	\$1.00	\$8,000.00	\$1.75	\$14,000.00	\$1.50	\$12,000.00
10	Screened Top Soil, 5" Thick	TON	160	\$45.00	\$7,200.00	\$45.00	\$7,200.00	\$80.00	\$12,800.00	\$130.00	\$20,800.00
11	Rip-rap Channel Stabilization, Various Thickness (D50=12")	TON	475	\$65.00	\$30,875.00	\$100.00	\$47,500.00	\$68.00	\$32,300.00	\$105.00	\$49,875.00
12	Rip-rap Drainage Swale, 16" Thick (D50=8")	TON	30	\$65.00	\$1,950.00	\$100.00	\$3,000.00	\$45.00	\$1,350.00	\$125.00	\$3,750.00
13	Shotcrete Stabilization Removal and Disposal	LS	1	\$4,500.00	\$4,500.00	\$4,565.00	\$4,565.00	\$6,600.00	\$6,600.00	\$7,500.00	\$7,500.00
14	Fertilizing and Seeding, Riparian Mix	SY	620	\$2.00	\$1,240.00	\$10.00	\$6,200.00	\$8.00	\$4,960.00	\$5.00	\$3,100.00
15	Plantings - Trees	UNIT	17	\$450.00	\$7,650.00	\$1,700.00	\$28,900.00	\$1,200.00	\$20,400.00	\$1,000.00	\$17,000.00
16	Plantings - Shrubs	UNIT	157	\$85.00	\$13,345.00	\$100.00	\$15,700.00	\$300.00	\$47,100.00	\$125.00	\$19,625.00
17	Soil Test for Waste Classification	LS	1	\$6,500.00	\$6,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
18	Disposal of Non-hazardous (ID-27) Material	TON	50	\$65.00	\$3,250.00	\$150.00	\$7,500.00	\$85.00	\$4,250.00	\$100.00	\$5,000.00
19	Disposal of Non-regulated Material	TON	50	\$65.00	\$3,250.00	\$75.00	\$3,750.00	\$85.00	\$4,250.00	\$65.00	\$3,250.00
20	Allowance for Police Traffic Directors	Allowance	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	TOTAL BID ITEMS				\$271,510.00		\$287,540.00		\$306,435.00		\$334,425.00
	*denotes discrepancy in amount										

				D TORLUCCIO LANDSCAPING, LLC 4 MARION COURT FAIRFIELD, NJ 07004		DOWNES TREE SERVICE, INC. 65 ROYAL AVENUE HAWTHORNE, NJ		COLONNELLI CONSTRUCTION GROUP 409 S RIVER ST HACKENSACK, NJ 07601		CIPRIANO ENTERPRISES DBA RFC EXCAVATING3 74 ETHEL AVENUE HAWTHORNE, NJ 07506		AGATE CONSTRUCTION COMPANY, INC. 2819 FIRE ROAD EGG HARBOR TOWNSHIP, NJ		CONTI CIVIL, LLC 2048 LINCOLN HIGHWAY EDISON, NJ	
	TOTAL BID ITEMS				\$338,995.61		\$341,090.00		\$408,520.00		\$418,719.95		\$741,937.00		\$888,888.00
	*denotes discrepancy in amount														

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-

A motion was made by ; seconded by that the following resolution be adopted:

**AUTHORIZING A CONTRACT WITH NEW JERSEY FUTURE
FOR INCLUSIVE HEALTHY COMMUNITY ACTION PLAN**

WHEREAS, the Township of Verona has been awarded a grant in the sum of \$250,000 from the State of New Jersey for the Inclusive Healthy Community Grant from the NJ Department of Human Services for Age-Inclusion Initiatives; and;

WHEREAS, New Jersey Future (NJF) is a nonprofit, nonpartisan organization that promotes sensible and equitable growth, redevelopment, and infrastructure investments to foster healthy, strong, resilient communities; protect natural lands and waterways; increase transportation choices beyond cars; provide access to safe, affordable, and aging-friendly neighborhoods; and fuel a strong economy for everyone; and

WHEREAS, the Township of Verona wishes acquire the services of NJF to complete an Inclusive Healthy Community Action Plan; and.

WHEREAS, the cost of this project shall not exceed the total amount of \$42,000 and shall be funded by the grant received by the NJDHS.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Verona, County of Essex and the State of New Jersey, as follows:

1. The Council hereby authorizes the Township Manager, or his designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
2. The services requested shall not exceed \$42,000 and no services or materials shall be requested without a certification of funds.
3. This resolution and the contract will be on file and available for public inspection at the office of the Municipal Clerk.

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON SEPTEMBER 8, 2025.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-

A motion was made by _____ ; seconded by _____ that the following resolution be adopted:

**AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH
BOSWELL ENGINEERING FOR SERVICES ASSOCIATED WITH THE
REHABILITATION OF SEWER LINES IN THE DERWENT AVENUE
EASEMENT**

WHEREAS, the Township of Verona has a need for engineering design services associated with the rehabilitation of the sewer line in the Derwent Avenue easement, and seeks to award an engineer contract as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.5*; and,

WHEREAS, the Administration has determined and certified in writing that the value of the service will exceed \$17,500; and,

WHEREAS, Boswell Engineering, Inc., with offices at 330 Phillips Avenue, South Hackensack, New Jersey (hereinafter “Boswell”) has submitted a proposal indicating the ability to perform said services at a cost not-to-exceed \$19,750.00; and,

WHEREAS, this expenditure shall be charged to Budget Account No. C-51-44-997-010 or any other account that may be deemed appropriate by the Chief Financial Officer or her designee, and the availability of funds; and

WHEREAS, Boswell has completed and submitted a Business Entity Disclosure Certification which certifies that Boswell Engineering has not made any reportable contributions to a political or candidate committee in the Township of Verona in the previous one year, and the contract will prohibit Boswell from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Verona, that a contract is awarded to Boswell Engineering for engineering services in an amount not-to-exceed \$19,750.00 subject to the following:

1. The award of this contract is subject to finalization of the contract terms to be drafted and approved by the Township Attorney.
2. The contract and any contract amendments which may become necessary shall be subject to the Township’s ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the Township Council.
3. The Council hereby authorizes the Township Manager, or his designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
4. The Township Clerk is in receipt of the Stockholder Disclosure form, Contribution Disclosure form, Certificate of Employee Information Report, Business Registration Certificate, and Certificate of Insurance.

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON SEPTEMBER 8, 2025.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

August 20, 2025

The Honorable Mayor and Council
Township of Verona
600 Bloomfield Avenue
Verona, NJ 07044

Attention: Kevin O'Sullivan, Deputy Township Administrator

Re: Derwent Avenue Sewer Improvements
Township of Verona
Essex County, New Jersey
Our File No. PR-24-13174

Dear Mayor Tamburro and Members of the Council:

This letter shall serve as our proposal for the engineering design services associated with the rehabilitation of approximately 4,240 linear feet of the 20-inch sewer in the Derwent Avenue easement. This will include root treatment and installation of an in-place sewer liner to minimize Inflow and Infiltration (I/I) into the line. This is the sewer line that terminates at the Wastewater Treatment Plant.

SCOPE OF SERVICES

Boswell Inc. will perform the following scope of services:

Task 1– Data Collection

As a first step, Boswell will review the existing information regarding the utility in the project area. As part of the data collection, Boswell will attend a meeting with the Township to ensure all requirements are incorporated into the design.

Boswell will obtain Global Positioning System (GPS) location of the line and collect invert elevations of the manholes to use as a base map for the contract documents.

Task 2 – Design

Subject to the conclusions developed in Task 1, Boswell will develop a final design for the sewer improvement project.

Final plans and specifications will be in a form and manner that will meet all state and federal requirements and be suitable for public bidding.



Our office will perform the following services during the bidding phase:

- a. Answer questions from prospective bidders;
- b. Issue Addenda, as required;
- c. Analyze Bids; and
- d. Provide Letter of Recommendation of Award of Bid to the Township

ITEMS **NOT** INCLUDED IN THE ENGINEERING FEE

The following items are not anticipated and are therefore excluded:

1. New Jersey Department of Environmental Protection Permits.
2. Boundary survey or descriptions.
3. Construction Inspection of sewer work outlined in Tasks 1 and 2.
4. Survey and/or stake out of easements.

SCHEDULE AND FEE

Boswell is prepared to commence work immediately after receiving a notice to proceed.

Boswell will perform the services on a time and material basis in accordance with the following not to exceed fee:

Task 1 – Data Collection	\$ 3,250.00
Task 2 – Design	<u>\$ 16,500.00</u>
Total:	\$19,750.00

Thank you for your kind attention to this matter. Should you have any questions or require additional information, please do not hesitate to contact Giselle Diaz, P.E. or me.

Very truly yours,

Peter C. Ten Kate, P.E.

KJB/GD/lv

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-

A motion was made by ; seconded by that the following resolution be adopted:

AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH T&M ASSOCIATES FOR AFFORDABLE HOUSING PLANNING SERVICES

WHEREAS, the State of New Jersey established the bill known as A4/S50, signed into law by Governor Murphy on March 20, 2024, known as the Fourth Affordable Housing Round; and

WHEREAS, Bill A4/S50 established the rules and procedures for the creation and implementation of affordable housing plans for the Fourth Round;

WHEREAS, on October 7, 2024 the Township Council adopted Resolution No. 2024-185, Authorizing a Contract with DMR Architects appointing them as the Affordable Housing-Fair Share Element Planner for the Township of Verona; and

WHEREAS, Dan Hauben, PP, AICP, LEED Green Associate was previously employed by DMR Architects and authored the 4th Round Housing Element a Fair Share Plan is no longer with that firm and is now Group Manager of Planning at T&M Associates, 400 Broadacres Drive, Bloomfield, New Jersey be awarded a contract to continue to provide the Township with Affordable Housing Planning Services; and

WHEREAS, the Administration recommends awarding a contract to T&M Associates for Affordable Housing Planning Services in the not to exceed amount of \$5,000 to be paid at the rates included in T&M's August 11th proposal for a term expiring on December 31, 2025.

THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, New Jersey that T&M Associates is hereby awarded a contract for providing professional services as the Township's Affordable Housing Planner through December 31, 2025.

BE IT FURTHER RESOLVED that the Township Manager and the Municipal Clerk are hereby authorized to enter into an agreement for the aforementioned services a copy of which shall be available for public inspection in the Office of the Municipal Clerk.

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON SEPTEMBER 8, 2025.

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK



VRNAOH-25010

August 11, 2025

Mr. Kevin O'Sullivan, Township Manager
Township of Verona
600 Bloomfield Avenue
Verona, NJ 07044

**Re: Township of Verona
Proposal for Professional Planning Services
Affordable Housing Planning Services**

Dear Mr. O'Sullivan:

T&M Associates (T&M) is pleased to submit this proposal to provide Affordable Housing Planning services to the Township of Verona.

PROJECT UNDERSTANDING

The Township adopted its Fourth Round Housing Element and Fair Share Plan (HEFSP) on June 19, 2025. Pursuant to P.L. 2025, c.2, any interested parties have until August 31, 2025 to file challenges to the HEFSP, which must be resolved by December 31, 2025. Furthermore, T&M understands that, even if there is not a challenge to the Plan, the Township may desire to amend its Fourth Round HEFSP after August 31 to address changes in circumstances or changes found necessary by the Affordable Housing Dispute Resolution Program in its own "objective" review. In order to ensure continuous service to the Township from Daniel Hauben, the affordable housing planner that prepared the Fourth Round HEFSP, T&M is providing this proposal to provide Affordable Housing Planning Services.

SCOPE OF SERVICES

T&M will provide the services identified below in its role as Affordable Housing Planner. The necessary scope of work will be more clearly understood after the August 31, 2025 deadline for interested parties to submit their challenges to the Affordable Housing Dispute Resolution Program:

1. **Challenges to the Fourth Round HEFSP:** Should a challenge be filed with the Affordable Housing Dispute Resolution Program, or should the Program independently identify compliance issues with the Fourth Round HEFSP, T&M will:
 - Review the challenges or Program's findings collaboratively with the Township's Affordable Housing Counsel and the Township's affordable housing advisory group to devise a strategy that best serves the Township while remaining in compliance with the Fair Housing Act;
 - Prepare reports or certifications for submittal to the Program; and
 - Attend conferences and meetings as may be needed for the resolution of any challenges.
2. **Amendments to the Fourth Round HEFSP:** T&M will draft amendments to the Fourth Round HEFSP (including the Spending Plan and Vacant Land Analysis) as needed to resolve challenges with the Affordable Housing Dispute Resolution Program or to reflect changes in circumstances since June 2025:
 - Attend conference calls with the Township's affordable housing advisory group;
 - Attend public hearings before the Township Council or Planning Board to discuss challenges or other circumstances necessitating HEFSP amendments, or present HEFSP amendments for adoption and endorsement; and



- Submit copies of the draft and adopted HEFSP amendments to Bergen County and the NJ Office of Planning Advocacy as required by the MLUL.
- 3. **Ordinance Amendments:** With the adoption of amendments to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.1 et seq., T&M will work with the Borough's affordable housing counsel to amend applicable local ordinances for consistency with current state regulations, as may be needed.

DELIVERABLES

The proposal contemplates the following deliverables:

- **Amended HE&FSP:** One (1) digital copy in PDF format and one (1) signed, sealed printed copy for archival by the Township.
- **Amended Spending Plan:** One (1) digital copy in PDF format and one printed copy for archival by the Township.
- **Amended Affordable Housing Ordinances:** Submitted to the Township in .doc or .docx file format to be formatted by the Township or its affordable housing counsel into the required ordinance form.

COST PROPOSAL

T&M will bill at an hourly rate in accordance with the 2025 Schedule of Hourly Billing Rates.

This proposal does not include the following:

- Preparation of required legal notice for the Planning Board public hearing;
- Preparation of required legal notice for the Township Council public hearing;
- Preparation of redevelopment plans or studies to implement the HE&FSP;
- Preparation of program operating manuals and procedures;
- Master Plan Amendments or Master Plan Re-Examination Report(s);
- Engineering, architectural, or environmental services; and
- Any other tasks that are not identified in the scope of work.

2025 Schedule of Hourly Billing Rates	
Billing Title	Billing Rate/Hour
Administrative Support Staff	\$95.00
Intern	\$97.00
Junior Field Staff	\$125.00
Junior Technical Staff	\$150.00
Field Staff	\$165.00
Technical Staff	\$170.00
Junior Professional Staff	\$175.00
Senior Technical + Field Staff	\$185.00
Professional Staff	\$190.00
Supervising Technical Staff	\$195.00
Senior Professional Staff	\$205.00
Manager	\$210.00
Billing Basis: Fixed Rate for Each Billing Title	
2025 VRNA-Rates	

T&M will present an additional estimate and request for authorization should the above services be requested.

Additional meetings or work requested beyond that specified in this scope of work will be billed on a time-and-materials basis in accordance with the schedule of municipal billing rates pursuant to the current professional services contract with the Township. No additional work or services will be undertaken without written authorization by the Township.



2025 SCHEDULE OF MISCELLANEOUS CHARGES

Contracted Services

Including subconsultants, contracted labor, Sub-professionals, and subcontractors.... Invoice Cost + 15%

Direct Expenses

Disbursements to agencies, vendors and suppliers Includes: printing, plotting, reproduction, binding, and other graphic services; courier and express services...Invoice Cost + 15%

Other Charges

Mileage \$0.70/mile or applicable federal rate as adopted by T&M

Travel and Subsistence Invoice Cost

We look forward to working with the Township on this project. If we can provide you with any additional information, please do not hesitate to contact me.

Very truly yours,

T&M ASSOCIATES

Dan Hauben, PP, AICP, LEED Green Associate
Group Manager, Planning

Accepted by:
Township of Verona

Kevin O'Sullivan

Manager
Title

As Authorized Agent for the
Township of Verona

Date: _____

CZR:DLH

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2025-

A motion was made by _____ ; seconded by _____ that the following resolution be adopted:

**AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH
BOSWELL ENGINEERING TO PROVIDE A WATERSHED IMPROVEMENT
PLAN FOR THE REQUIREMENT FOR THE TIER-A MUNICIPAL
STORMWATER GENERAL PERMIT**

WHEREAS, the Township of Verona has a need for the engineering services to provide a Watershed Improvement Plan, an upcoming requirement of the NJ Department of Environmental Protection, for the Tier-A Municipal Stormwater General Permit, and seeks to award an engineer contract as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.5*; and,

WHEREAS, the Administration has determined and certified in writing that the value of the service will exceed \$24,000; and,

WHEREAS, Boswell Engineering, Inc., with offices at 330 Phillips Avenue, South Hackensack, New Jersey (hereinafter "Boswell") has submitted a proposal indicating the ability to perform said services at a cost not-to-exceed \$24,000; and,

WHEREAS, this expenditure shall be charged to Budget Account No. C-51-44-997-013 or any other account that may be deemed appropriate by the Chief Financial Officer or her designee, and the availability of funds; and

WHEREAS, Boswell has completed and submitted a Business Entity Disclosure Certification which certifies that Boswell Engineering has not made any reportable contributions to a political or candidate committee in the Township of Verona in the previous one year, and the contract will prohibit Boswell from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Verona, that a contract is awarded to Boswell Engineering for engineering services in an amount not-to-exceed \$24,000 subject to the following:

1. The award of this contract is subject to finalization of the contract terms to be drafted and approved by the Township Attorney.
2. The contract and any contract amendments which may become necessary shall be subject to the Township's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the Township Council.
3. The Council hereby authorizes the Township Manager, or his designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
4. The Township Clerk is in receipt of the Stockholder Disclosure form, Contribution Disclosure form, Certificate of Employee Information Report, Business Registration Certificate, and Certificate of Insurance.

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON SEPTEMBER 8, 2025.

**JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK**

VIA ELECTRONIC MAIL

June 17, 2025

Mr. Kevin O'Sullivan
Deputy Township Manager
Township of Verona
Municipal Building,
600 Bloomfield Avenue, 2nd Floor
Verona, NJ 07044

RE: Watershed Inventory Report (Phase I)
Township of Verona
Essex County, New Jersey
Our File No.: PR-25-13797

Dear Mr. O'Sullivan:

Boswell Inc. (Boswell) is pleased to provide the Township of Verona with this proposal for the Watershed Improvement Plan (WIP) Phase I, an upcoming requirement for the Tier A Municipal Stormwater General Permit.

As you may be aware, Township of Verona is classified as a Tier A Municipality under the New Jersey Department of Environmental Protection's (NJDEP) Municipal Stormwater General Permit. Previously, the NJDEP requested all Tier A municipalities to develop, update, and maintain a Municipal Separate Storm Sewer Systems (MS4) Infrastructure Map. This data delineates the location of stormwater features that are owned or operated by the permittee, including their associated attributes. In conjunction with the required mapping, all Tier A municipalities are required to develop a WIP.

Under current NJDEP requirements, Phase I of the WIP will need to be submitted to the State before January 2026. Please note that the completion of the WIP is contingent upon the prior finalization and approval of the MS4 Infrastructure map. Additionally, the NJDEP will require future expansion of the WIP in two supplementary phases. Guidance for these tasks have not been generated; however, Phase II and Phase III are expected to be completed by January 1, 2027 and December 1, 2027, respectively.



SCOPE OF WORK

Boswell will review all previously collected data and documents pertaining to the existing stormwater system. Boswell will then create the Tier A Watershed Inventory Report (Phase I) as per the released NJDEP guidance documents. It should be noted that, at this time, NJDEP has not released guidance documents for Phase II or III of the WIP. Therefore, the following cost ONLY includes Phase I. Please see below for a list of tasks to be completed, in accordance with NJDEP guidance:

- Public Participation (Boswell will attend two public meetings)
 - List Of Stakeholders
 - List of each stakeholder involved in the creation of this report
 - List Of Previously Held Meetings
 - List of the dates, times, and topics for each meeting previously held regarding the WIP
 - Summary of Feedback
 - Summarize any feedback from informational or stakeholder sessions. Include notes and meeting minutes from any public meetings for the WIP
 - Future Scheduled Meetings
 - List any scheduled dates for informational or stakeholder sessions
 - Add permittee's dedicated stormwater webpage link where all WIP information, including upcoming meeting dates/times can be found
- Outfalls
 - Stormwater outfalls owned/operated by permittee
 - Summarize the methodology used to collect the data, including the date(s) for when data was collected
 - Identify the number of outfalls
 - Summarize the number of outfalls that discharge to each subwatershed
 - Receiving surface waters
 - Summarize the methodology used to collect the data, including the date(s) for when data was collected and the source if taken from publicly available data
 - Identify the receiving surface waters within the permittee's jurisdiction
 - Summarize the percent of outfalls that discharge to each receiving surface water
 - Water quality classifications



- Summarize the methodology used to collect the data, including the date(s) for when data was collected and the source if taken from publicly available data
 - Summarize the percent of outfalls that discharge to each water quality classification within the permittee's jurisdiction
- Stormwater Interconnection(s)
 - Interconnections from the permittee's MS4 into another entity
 - Summarize the methodology used to collect the data, including the date(s) for when data was collected
 - Indicate the number of interconnections from the permittee's MS4 into another entity's stormwater, sanitary, or combined sewer collection system
 - Identify all other systems (MS4s, sanitary sewers, combined sewers) receiving stormwater flow from the permittee's MS4 – private, other MS4 permittees, municipalities, State, or Federal
 - Identify nature of the interconnection – direct piped connection, overland flow
 - Interconnection(s) into the permittee's MS4 from another entity
 - Summarize the methodology used to collect the data, including the date(s) for when data was collected
 - Indicate the number of interconnections from other entities into the permittee
 - Identify the other systems (MS4s, sanitary sewers, combined sewers) discharging into the permittee's MS4– private, other MS4 permittees, municipalities, State, or Federal
- Drainage Area(s) for Stormwater Outfalls and Stormwater Interconnections
 - Storm Drain Inlets
 - Summarize the methodology used to collect the data, including the date(s) for when data was collected
 - Identify the number of inlets
 - No electronic data submission required for storm drain inlets
 - MS4 Outfall Drainage Areas
 - Summarize the methodology used to collect the data, including the date(s) for when data was collected
 - Drainage area of interconnection(s) from the permittee to another entity
 - Summarize the methodology used to collect the data, including the date(s) for when data was collected
- Total Maximum Daily Loads (TMDL) and Water Quality Impairments



- Summarize the methodology used to collect the data, including the date(s) for when data was collected and the source if taken from publicly available data
- Identify each hydrologic unit code 14 (HU-14) that lies within or bordering the permittee's jurisdiction
- Identify each TMDL for each HUC 14
- Identify each water quality impairment for each HUC 14
- Using the Pollutants of Concern document, summarize the environmental impacts of each parameter identified for each TMDL and impairment all each subwatershed
- Overburdened Communities
 - Using the Department's EJMAP or NJ-WET, indicate the date the data was collected
 - Identify subwatersheds within the permittee's jurisdiction that overburdened communities are present in
 - Summarize the importance of clean surface water in overburdened communities
- Impervious Area
 - Summarize the methodology used to collect the data, including the date(s) for when data was collected and the source if taken from publicly available data
 - Identify the percent impervious cover in each subwatershed within the permittee's jurisdiction
 - Summarize the impervious cover effects on ecosystems and stream health
- Non-Municipally Owned or Operated Stormwater Facilities
 - Summarize the methodology used to collect the data, including the date(s) for when data was collected and the source if taken from publicly available data
 - List the subwatersheds that have non-municipally owned or operated stormwater infrastructure
 - Summarize the type, quantity, block and lot, and owner of the infrastructure (outfall, stormwater management measure, etc.) within each subwatershed

Our estimated total fee for the work referenced above is **\$24,000.00**.

EXCLUSIONS

The following services/costs are not included in this proposal:

- Additional work beyond the scope specifically defined in this proposal;
- MS4 infrastructure mapping services;



- GPS locating additional assets;
- Stormwater outfall condition assessment;
- Traffic control;
- Aerial surveying to generate digital elevation models (DEM);
- Dye testing to determine flow direction;
- Additional attribute information beyond NJDEP requirements; and
- Watershed Improvement Plan – Phase II and Phase III.

We wish to thank you for the opportunity of presenting this proposal and look forward to working with you on this important project. Should you have any questions or require anything further, please do not hesitate to contact James Woodward or myself.

Very truly yours,

Frank J. Rossi, Jr., LSRP

cc: Chuck Molinaro, Jr., Superintendent of Public Works
Kristine Gould, Confidential Assistant, Rent Control Administrator
Peter C. Ten Kate, P.E.

250617CRP1

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2025-

A motion was made by _____ ; seconded by _____ that the following resolution be adopted:

**AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT
BETWEEN THE VERONA PLANNING BOARD, TOWNSHIP COUNCIL
AND DMH2, LLC**

WHEREAS, DMH2, LLC had previously sought and secured approvals for a mixed use residential and retail project on certain property located at 176-200 Bloomfield Avenue, otherwise known on the official tax maps of the Township as Block 202, Lots 1 and 23; and

WHEREAS, protracted litigation between the Planning Board of the Township of Verona, DMH2, LLC, and a number of objectors, the Appellate Division ultimately upheld those approvals in April of 2020.

WHEREAS, DMH2, LLC has subsequently asserted various claims against the Township of Verona Planning Board in separate litigation captioned DHM2, LLC v. Township of Verona Planning Board, Docket No. ESX-L-4124-22 (“Litigation”); and

WHEREAS, in an effort to resolve the remainder of the Litigation and any and all claims by and between the Planning Board, Township of Verona and DMH2, LLC have reached agreement as to the proposed development of the Property, allowing for the redevelopment of the Property with a 28-unit inclusionary multifamily development project and associated improvements (the “Project”), as more expressly set forth herein.

WHEREAS, the Township has reviewed the attached settlement agreement and agrees with the terms and conditions contained therein.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, New Jersey that the Township Manager and the Municipal Clerk are hereby authorized to execute the attached agreement.

ROLL CALL:

- AYES:**
- NAYS:**
- ABSENT:**
- ABSTAIN:**

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON SEPTEMBER 8, 2025.

**JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK**

SETTLEMENT AGREEMENT BETWEEN THE PLANNING BOARD OF THE TOWNSHIP OF VERONA, THE TOWNSHIP OF VERONA, AND DMH2, LLC

This Settlement Agreement (“Settlement”) is made this ____ day of _____, 2025 (“Effective Date”) between and among the Planning Board of the Township of Verona (the “Board”), the Township of Verona (the “Township”), and DMH2, LLC (“Developer”). Each of the Board, the Township, and the Developer is a “Party”, and collectively referred to as “Parties” to the Settlement.

Recitals

- A. Developer had previously sought and secured approvals for a mixed use residential and retail project on certain property located at 176-200 Bloomfield Avenue, otherwise known on the official tax maps of the Township as Block 202, Lots 1 and 23 (the “Property”). Following protracted litigation between the Board, the Developer, and a number of objectors, the Appellate Division ultimately upheld those approvals in April of 2020.
- B. The Developer has subsequently asserted various claims against the Township of Verona Planning Board in separate litigation captioned DHM2, LLC v. Township of Verona Planning Board, Docket No. ESX-L-4124-22 (“Litigation”).
- C. In an effort to resolve the remainder of the Litigation and any and all claims by and between the Parties, the Parties have reached agreement as to the proposed development of the Property, allowing for the redevelopment of the Property with a 28-unit inclusionary multifamily development project and associated improvements (the “Project”), as more expressly set forth herein.
- D. For purposes of this Settlement, the Township has agreed to be a party to this settlement agreement, for purposes of enforceability of the proposed timelines herein.
- E. The Parties have conferred and determined to dismiss all claims between and among the Parties subject to the terms and conditions as detailed in the Settlement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the undersigned Parties do hereby agree as follows:

- 1. Recitals. The foregoing recitals are incorporated herein by reference.
- 2. General Terms.
 - a. Diligent and Cooperative Joint Defense. In the event of any challenges to the Settlement, and any of the actions anticipated thereby, including any challenges from any third party, the Parties shall diligently, vigorously, and jointly defend any such challenge and shall

fully cooperate in furtherance of the Settlement. Such joint defense and cooperation shall include vigorous defense against any challenge to the Settlement, future claims seeking to invalidate or otherwise challenge any ordinances adopted by the Township or the related redevelopment agreements entered into between the Township and the Developer. Such joint defense and cooperation shall also include any future claims seeking to invalidate or otherwise challenge approvals by the Board or any other governmental entity necessary to accomplish the objectives of the Settlement.

- b. No Modifications Without Written Consent. No modifications to the Settlement may be made without written consent of the Parties.
3. Conditional Tolling. The Parties have agreed to the dismissal without prejudice with regard to DMH2, LLC vs. Planning Board of the Township of Verona, Docket No. ESX-L-4124-22 and tolling of all claims plead between them in the Litigation and to a dismissal of all such claims with prejudice upon receipt of a final, unappealed, and unappealable site plan approval for the Project from the Board. Dismissal of claims between the Parties in the Litigation does not end the Parties' obligations under the Settlement. Failure to abide by the timelines set forth herein shall constitute a breach of the Settlement, and any Party may avail themselves of any and all remedies at law or equity. The terms of the Settlement shall be set forth in a stipulation or consent order to be so ordered which may be enforced by the Court in the event of non-compliance within the Litigation.
4. Adoption of Redevelopment Plan and Agreement.
 - a. Developer has prepared proposed concept plans and renderings, attached hereto as Exhibit A, detailing the Project, which includes the development of 28 residential rental units, as well as on-site parking, landscaping, utility service, lighting and other amenities.
 - b. The Township shall propose a redevelopment plan including the terms set forth in Exhibit B to permit the Project (the "Redevelopment Plan") within forty-five (45) days of the Effective Date hereof. The Township and the Board have reviewed the concept plans and renderings in Exhibit A, have crafted and agreed to the general terms of the Redevelopment Plan as set forth in Exhibit B with the cooperative intent that no variances, design exceptions, submission waivers, or other relief shall be required for the permitting, approval, or construction of the Project. Such Redevelopment Plan shall be adopted within forty-five (45) days of its introduction. To the extent any further amendments of the Redevelopment Plan are required to comply with the terms of the Settlement, the Township shall introduce same within thirty (30) days of notice of the need for such amendments, and such amendment shall be adopted within forty-five (45) days of its introduction. In the event of any procedural error or allegations thereof in the adoption of such changes

required by this Section 4, the Township shall immediately and judiciously resolve any such error in a manner that does not affect the permitted nature of the uses and density of the Project.

- c. Within forty-five (45) days of the adoption of the redevelopment plan, the Township shall authorize execution of a mutually agreed upon form of redevelopment agreement (“RDA”), including the following as a minimum:
 - i. The Developer may construct a 28-unit, inclusionary multifamily development that contains a 15% UHAC compliant (N.J.A.C. 5:80-26.1 with applicable 40-year deed restriction) affordable housing set-aside, (rounded down to 4 units), consistent with the municipal code and with the concept site and architectural plans and design standards set forth in Exhibits A & B attached to this agreement.
 1. Developer agrees that at least one (1) parking space shall be allocated on-site to the occupants of any deed-restricted unit.
 2. Parking requirement for the design is agreed to be 1.8 spaces per unit, 36 of which shall be provided on site, and which the Parties agree is consistent with the Residential Site Improvement Standards (“RSIS”), N.J.A.C. 5:21 et seq.
 3. The design standards, ensuring that the development aligns with the vision for the area and meets specific quality standards, set forth in the concept site plan and architectural elevation and floor plans are material terms of this Settlement, and shall be embodied by way of reference to the agreed-upon conceptual drawings in the Redevelopment Plan
 - ii. The Developer shall enter into a deed restriction for the northern portion of the Property (between the northernmost property line and the retaining wall) which shall prohibit any development of structures other than fencing or landscaping improvements within that portion of the property barring the construction of future structures, following the restoration and reforestation of that portion of the Property at the close of construction.
 - iii. The Township shall grant the Developer the right to purchase up to 14 parking permits in accordance with the Township Code as it may be amended time to time, in municipal owned parking lots so designated by the Township at its sole discretion. The Township represents that, while such spaces are allocated on a first-come, first-serve basis, reasonable efforts shall be made to allocate such spaces in the nearest available municipal lot.

- iv. The Project shall be exempt from the Township's steep slope ordinance permitting requirements contained in Chapter 150, Article 23, but must comply with all other Township, County, State and Federal Ordinances, Rules and Regulations including but not limited to, the Township's tree removal, soil removal and stormwater regulation requirements. Although the Project is subject to all current Township Ordinances, Rules and Regulations in effect at the time this Agreement is executed with the exception of the Township's Steep Slope Ordinance, the Project shall be exempt from any and all changes in the Township's ordinances that happen from the date this agreement is executed up to twelve (12) months after the date of the Redevelopment Plan is adopted, that may negatively affect, impact or interfere with the financial feasibility for the development of the Project, other than general legislation applied uniformly throughout the Township. After the 12-month period, all Township ordinances shall be applicable and enforceable as though this Agreement did not exist.

5. Developer's Obligation to file Planning Board Application

- a. Developer must file an application for site plan approval within (i) one hundred eighty (180) days of the adoption of the Redevelopment Plan or seventy-five (75) days of execution of the Redevelopment Agreement, whichever is later and diligently pursue the same without abandonment or withdrawal.

6. Planning Board Review of Project

- a. The provisions of this subsection shall govern any applications for development for the Project proposed by Developer pursuant to this Agreement.
- b. The Board shall grant all applications for development relative to the Project subject to reasonable, non-materially-cost-generative conditions as may be imposed by the Board, and not in conflict with the terms of the RDA or this Settlement.
- c. A resolution of approval memorializing such approval shall be adopted within 30 days of the hearing on the application for development.

7. Construction Schedule.

- a. Commencement of construction shall occur within 6 months of developer's receipt of a final and non-appealable site plan approval from the Verona Planning Board; and
- b. Completion of construction shall occur before the 24th month of construction commencement.

8. Dismissal of Claims Upon Final Non-appealable Site Plan Approval. Upon the expiration of all applicable appeal periods for the final site plan approval of the Project, the expiration of time to

file its site plan application without so doing, or the withdrawal or abandonment of its site plan application prior to disposition of the same, Developer shall file a stipulation of dismissal with prejudice of the Litigation and execute a general release in the form attached hereto as Exhibit C waiving any and all claims, known and unknown, from the beginning of time through such date against the Board and Township.

9. Disputes; Enforcement. The Settlement shall be governed by the laws of the State of New Jersey. All disputes arising hereunder shall be heard by the Court. To the extent any Party wishes to seek to enforce the terms of the Settlement, that Party may petition the Court on short notice to hear and consider the application of the Party directly as a motion in aid of litigant's rights.
10. No Admission. Each Party acknowledges that the Settlement is being entered into as a compromise of disputes and is without admission of fault, liability, responsibility, or wrongdoing by any of the Parties hereto. Further, nothing in the Settlement shall constitute or be treated as an admission or evidence that any Party violated any federal, state, or local law, regulation, rule or statute, or any common law right sounding in contract, tort, or otherwise.
11. Waiver. The failure of any Party to insist on compliance with any of the terms or provisions of the Settlement or the waiver thereof, in any instance, shall not be deemed or construed as a waiver or relinquishment by such Party of such provision in any other instance or as a waiver or relinquishment by such Party of any other provision of the Settlement.
12. Authority. Subject to ratification by the Governing Body of the Township of Verona and the Planning Board of the Township of Verona, each Party represents and warrants that the person signing below has the authority to execute this Agreement on behalf of and to bind such Party, that no further signatures are required, and that all required resolutions of authorization have been lawfully adopted.
13. Notices. All notices, demands, requests or other communications required or permitted to be given pursuant to the Settlement shall be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; or (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested, to the following addresses (or to such other address as may from time to time be specified in writing by such person). A notice or communication which is mailed or personally delivered shall be deemed to be given and received on the actual date of receipt. Copies of such notices may be delivered to any party by electronic mail as well, but same shall not be considered notice pursuant to this section without an additional hard copy notice, unless receipt of such hard copy notice is waived by the receiving party.

a. To the Developer: DMH2, LLC
 ATTN: Michael Harrison, Managing Member
 3155 Route 10 East – Suite 214
 Denville, NJ 07834

with a copy to: Gibbons P.C.
 ATTN: Cameron W. MacLeod, Esq
 One Gateway Center
 Newark, New Jersey 07102

b. To the Board: Township of Verona Planning Board
 ATTN: Board Secretary
 Verona Town Hall
 600 Bloomfield Avenue
 Verona, New Jersey 07044

with a copy to: Semeraro & Fahrney, LLC
 ATTN: Mark Semeraro, Esq.
 155 Route 46, Suite 108
 Wayne, New Jersey 07470

c. To the Township: Township of Verona
 ATTN: Municipal Administrator
 Verona Town Hall
 600 Bloomfield Avenue
 Verona, New Jersey 07044

with a copy to: Township of Verona
 ATTN: Brian Aloia, Township Attorney
 Verona Town Hall
 600 Bloomfield Avenue
 Verona, New Jersey 07044

14. Effective Date. The Settlement shall become effective on the date of the Parties' exchange of all fully executed signature pages for the Settlement.
15. Counterparts. The Settlement may be executed in any number of counterparts, each of which shall be deemed an original, and such instruments shall together constitute one and the same agreement.
16. Entire Agreement. The Settlement contains the entire agreement between the Parties with respect to the subject matter hereof. The Settlement shall be modified only by a writing signed by all Parties.

[Remainder of Page Intentionally Blank; Signatures Follow on Next Page]

INTENDING TO BE LEGALLY BOUND, the Parties hereto have agreed to the terms of the Settlement on this _____ day of _____, 2025.

Attest:

DMH2, LLC

By: _____

Name: Michael Harrison

Title: Managing Member

Attest:

**PLANNING BOARD OF THE TOWNSHIP
OF VERONA**

By: _____

Name:

Title: Chairman

Attest:

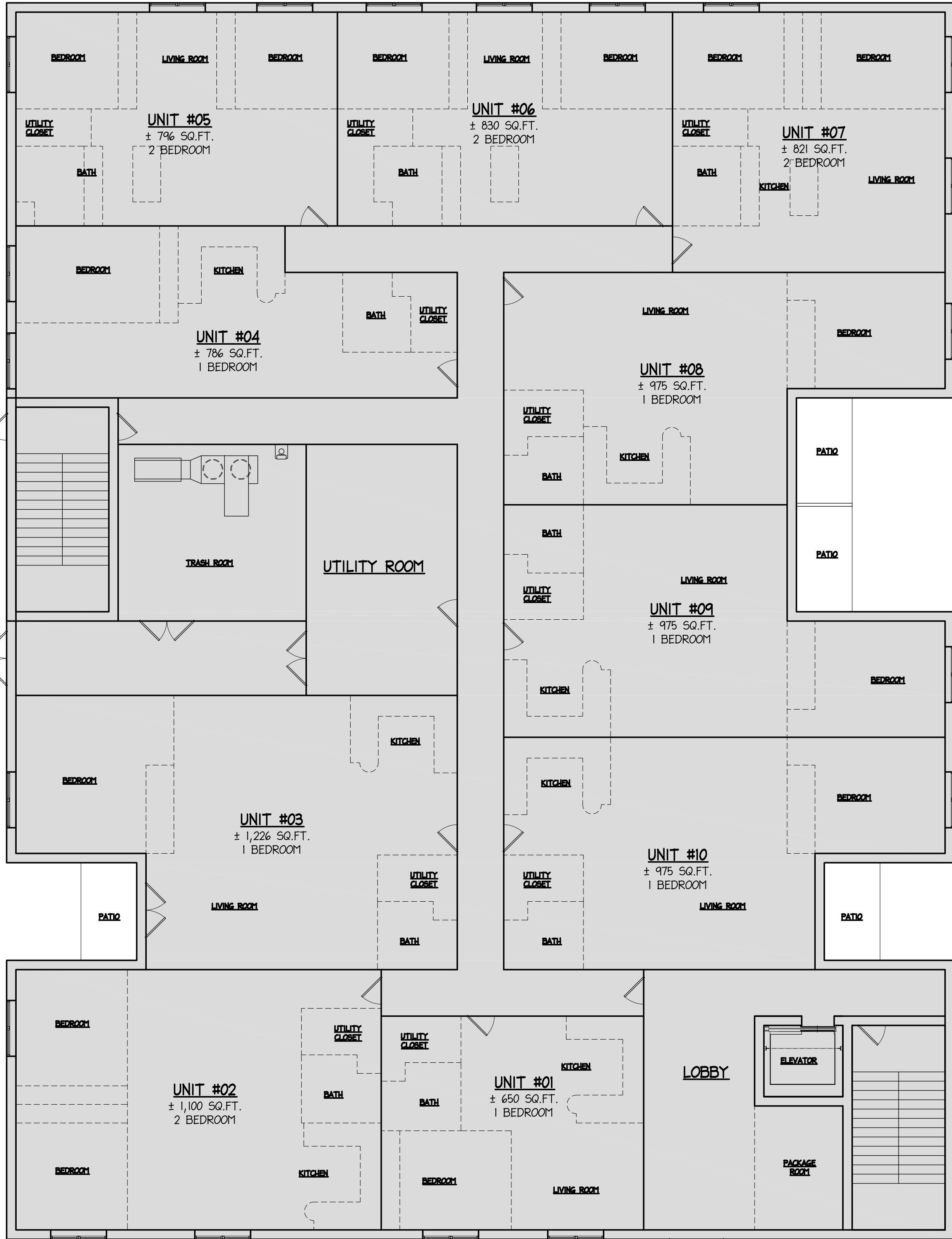
TOWNSHIP OF VERONA

By: _____

Name:

Title: Mayor

EXHIBIT A**Architectural Renderings & Site Plan**



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

BUILDING SQUARE FOOTAGE CALCULATIONS:

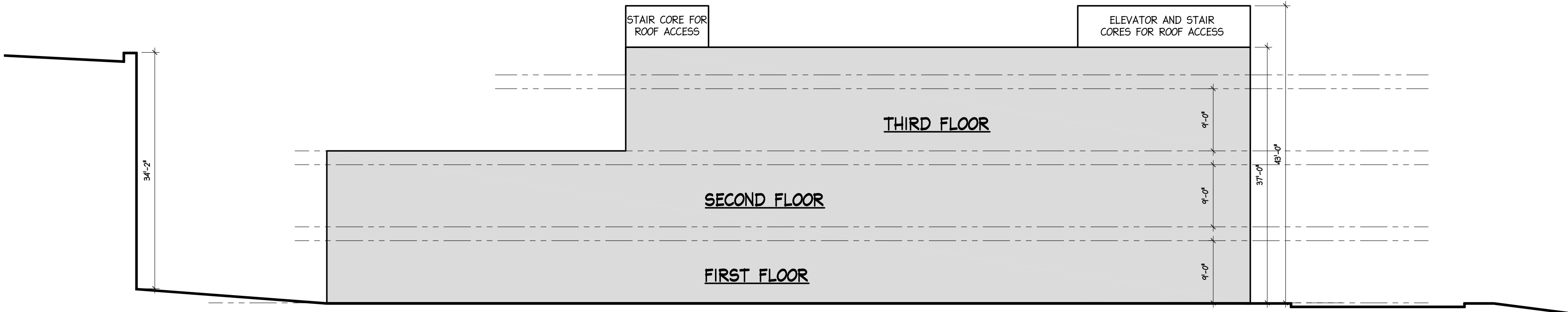
FIRST FLOOR:	±12,881 S.F.
SECOND FLOOR:	±12,881 S.F.
THIRD FLOOR:	±8,546 S.F.
TOTAL =	±34,308 S.F.

UNIT COUNT:

FIRST FLOOR: (10)	0 TRIPLE BR / 4 DOUBLE BR / 6 SINGLE BR
SECOND FLOOR: (10)	1 TRIPLE BR / 1 DOUBLE BR / 8 SINGLE BR
THIRD FLOOR: (8)	0 TRIPLE BR / 1 DOUBLE BR / 7 SINGLE BR
TOTAL = (28 UNITS)	1 TRIPLE BR / 6 DOUBLE BR / 21 SINGLE BR

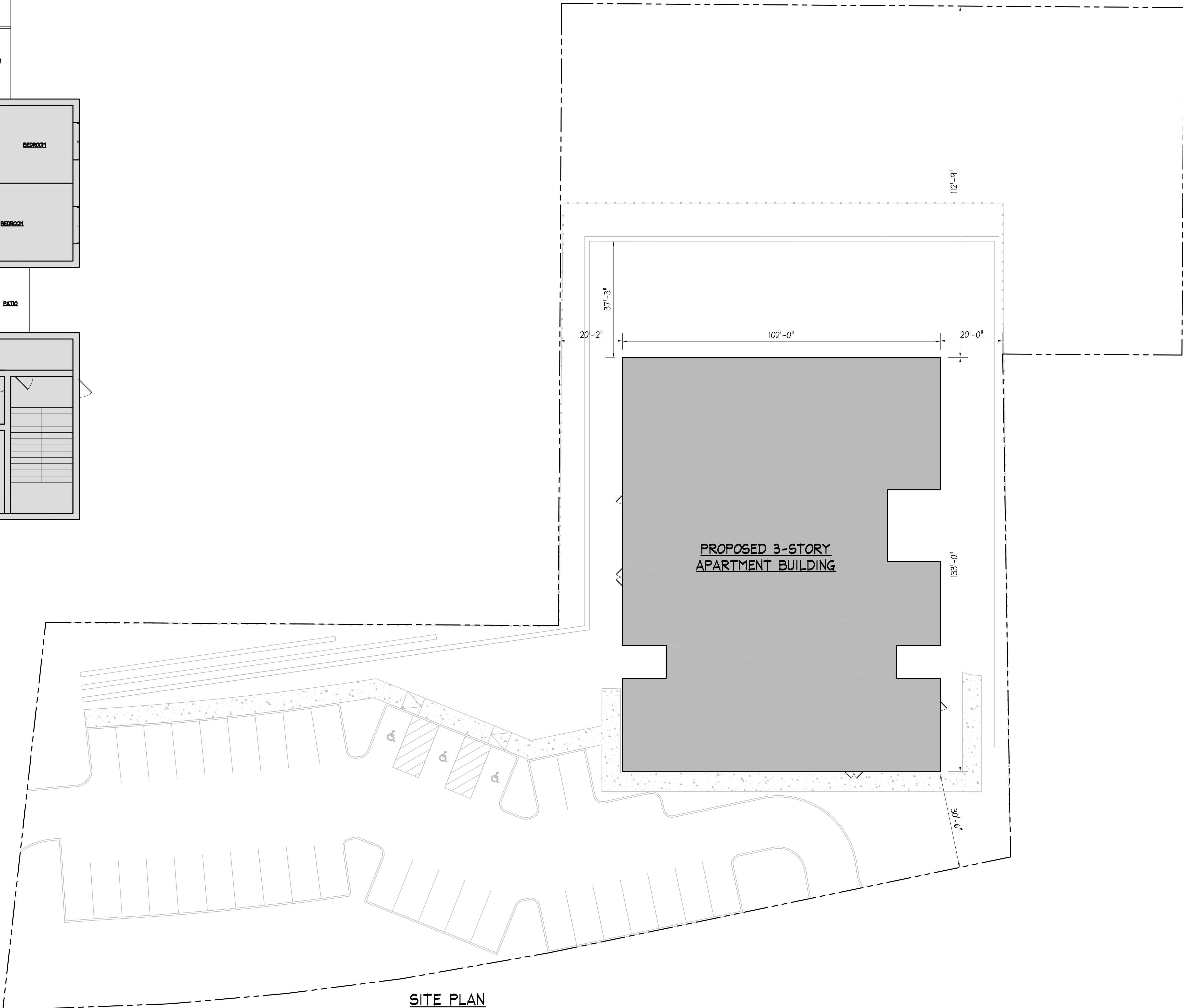
PARKING REQUIREMENTS:

(1) 3-BEDROOM x 2.1 = 3 PARKING SPACES
(6) 2-BEDROOM x 2 = 12 PARKING SPACES
(21) SINGLE BEDROOM x 1.8 = 38 PARKING SPACES
TOTAL = 53 PARKING SPACES NEEDED // 35 SPACES PROVIDED



SCHEMATIC CROSS SECTION

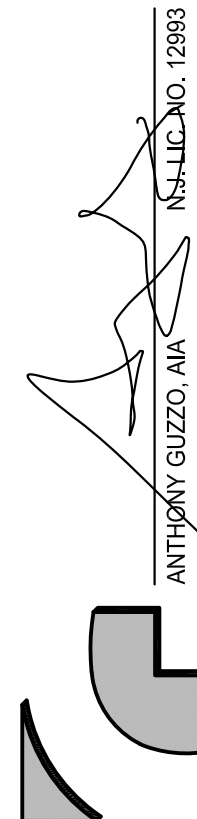
SCALE: 3/32" = 1'-0"



SITE PLAN

SCALE: 1/8" = 1'-0"

REVISION



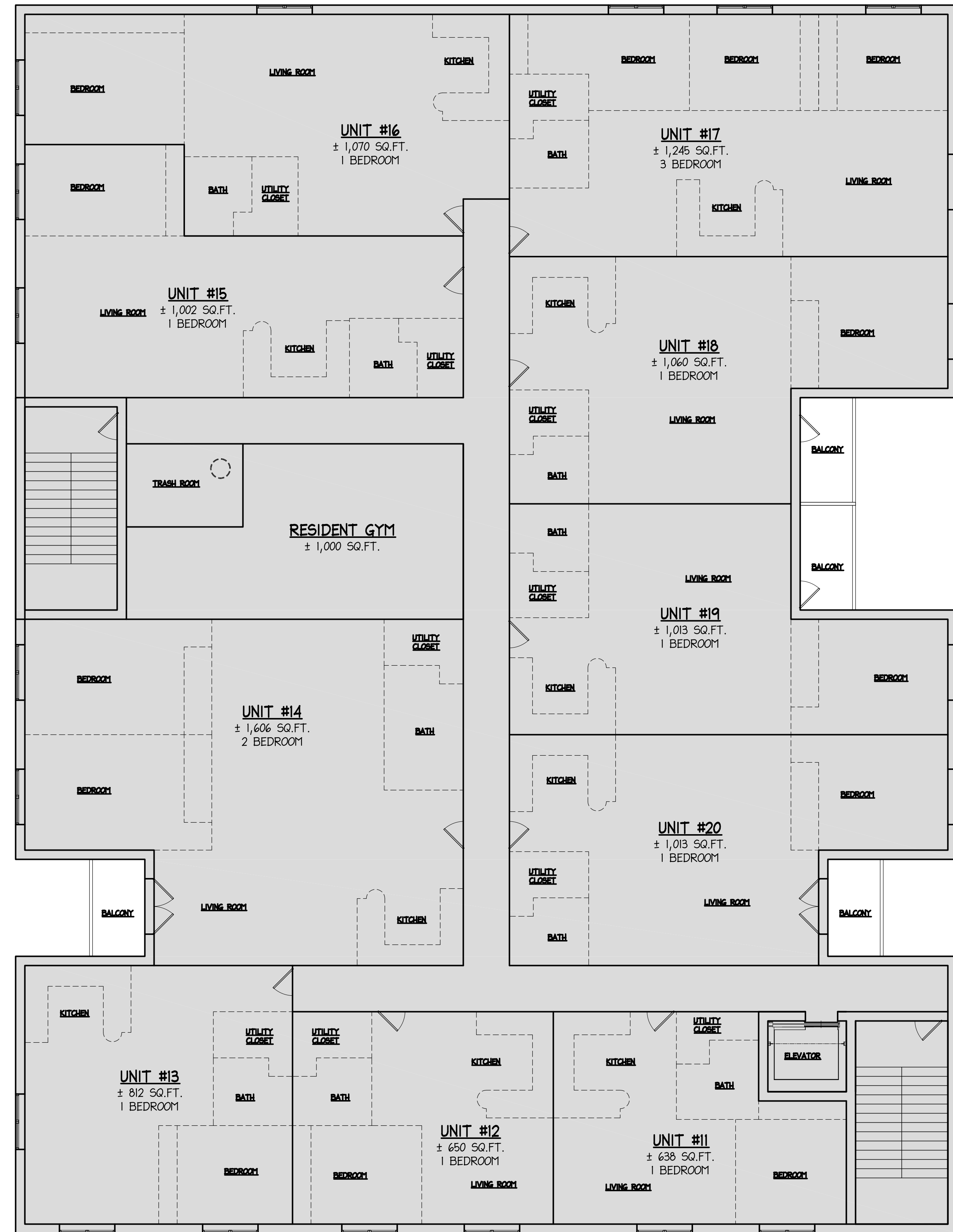
guzzo architects
201-939-1448
201-939-1448
608 RIDGE ROAD
LYNDHURST, N.J. 07071

THESE DOCUMENTS ARE FOR USE SOLELY WITH RESPECT TO THE PROJECT AND THE PROJECT SHALL REMAIN ALL RIGHTS INCLUDING THE COPYRIGHT. ANY OTHER USE IS PROHIBITED WITHOUT PRIOR WRITTEN CONSENT OF THE ARCHITECT.

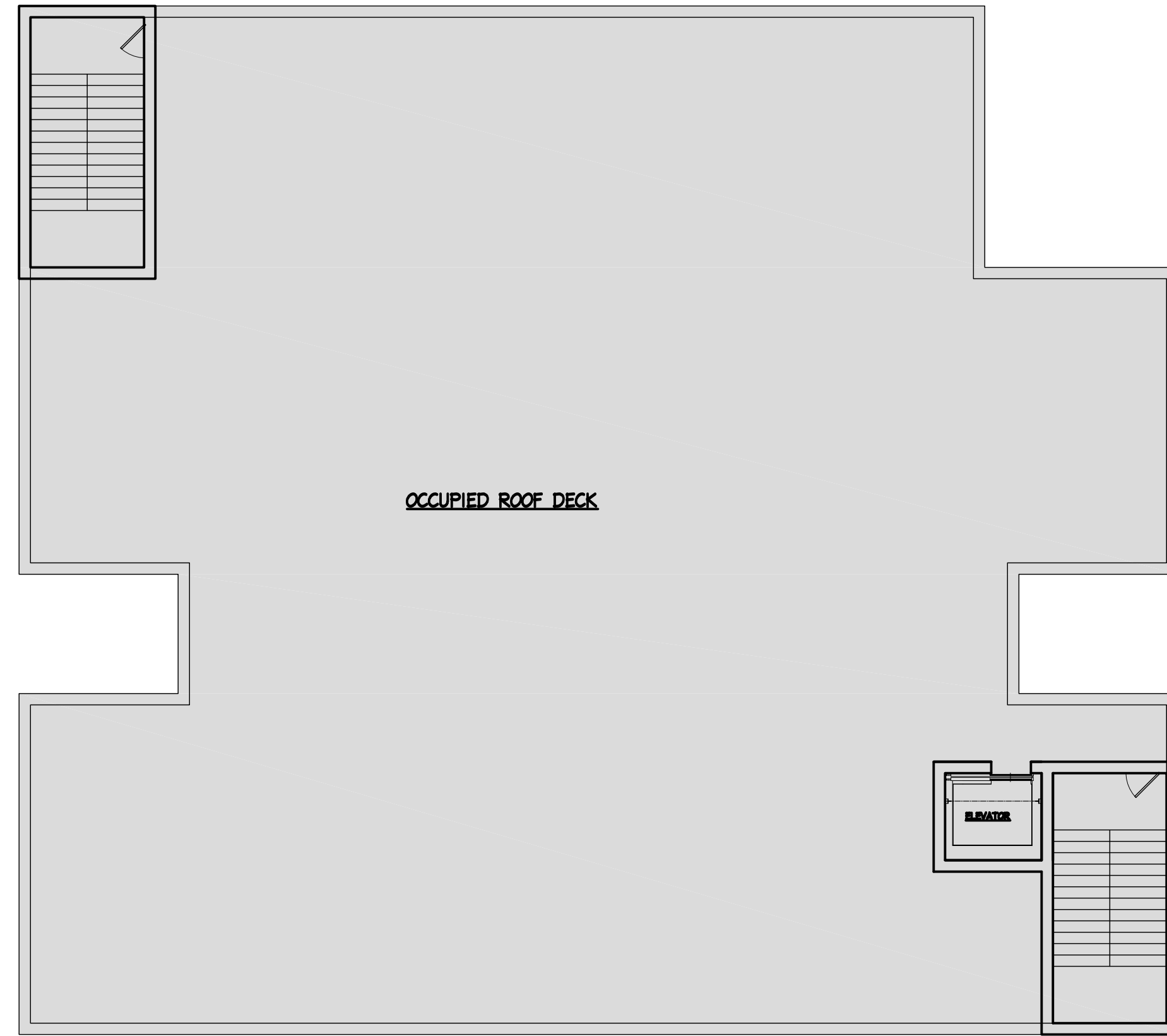
NEW MULTI-FAMILY BUILDING
176 BLOOMFIELD AVENUE
VERONA, NJ 07044

FLOOR PLANS & CROSS SECTION

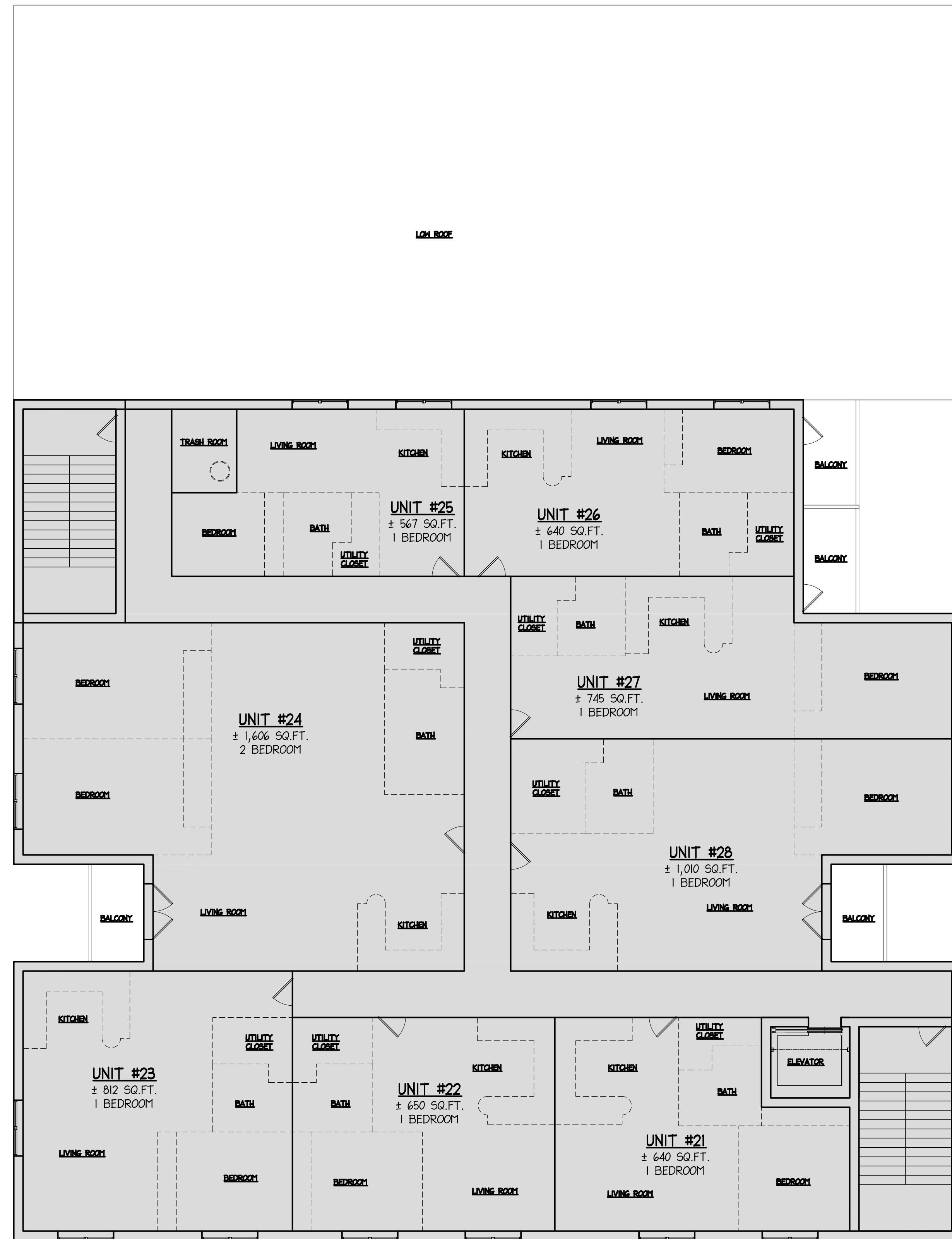
DATE 7/8/2025	SCALE AS NOTED	DRAWN AG - JS
SET TYPE SCHEMATIC DRAWINGS		
COMMISSION		
22.086		
DRAWING NUMBER P1		



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



ROOF DECK PLAN
SCALE: 3/32" = 1'-0"



THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

REVISION

ANTHONY GUZZO ARCHITECTS
176 BLOOMFIELD AVENUE
VERONA, NJ 07044
201-938-1446
201-938-1448
(FAX) 201-938-1448

guzzo architects

THESE DOCUMENTS ARE FOR USE SOLELY WITH RESPECT TO THE PROJECT AND THE PROJECT SHALL REMAIN ALL RIGHTS INCLUDING THE COPYRIGHT. ANY OTHER USE IS PROHIBITED WITHOUT PRIOR WRITTEN CONSENT OF THE ARCHITECT.

NEW MULTI-FAMILY BUILDING
176 BLOOMFIELD AVENUE
VERONA, NJ 07044

SECOND & THIRD FLOOR PLAN AND
ROOF DECK PLAN

DATE 7/8/2025	SCALE AS NOTED	DRAWN AG - JS
SET TYPE SCHEMATIC DRAWINGS		
COMMISSION		
22.086		
DRAWING NUMBER P2		

EXHIBIT B

This redevelopment plan is being created to implement a settlement between the Planning Board of the Township and DMH2, LLC, which settlement agreement includes as a necessary condition the adoption of a redevelopment plan for the parcel to allow for inclusionary development.

2. Principal Permitted Uses. No building or premises shall be erected, altered or used except for uses designated as follows:

- i. Multi-family inclusionary apartments.

3. Permitted Accessory Structures. Any of the following accessory uses or structures may be permitted in conjunction with a permitted principal use:

- i. Leasing, management, maintenance, and related offices;
- ii. Interior and exterior amenity spaces, including community space, mailrooms, and recreation/gathering areas;
- iii. Fencing;
- iv. Landscape and site furnishings (seating, bicycle racks, etc.);
- v. All other accessory structures which are customary and incidental to the operation of a multi-family apartment building.

4. Area, Yard, and Bulk Regulations.

- vi. Minimum Lot Area: 65,000 square feet
- vii. Maximum Number of Units: 28 units.
- viii. Total Affordable Set-Aside: 4 units
- ix. Maximum Building Height: 35 feet exclusive of parapets and rooftop appurtenances, including amenities, utilities, elevator overruns, and stair access.
- x. Minimum Rear Yard Setback: 80 feet
- xi. Minimum Side Yard Setback: 10 feet
- xii. Minimum Rear Setback above second floor: 40 feet
- xiii. Maximum Building Coverage: 25%
- xiv. Maximum Impervious Coverage: 55%
- xv. Minimum Parking Setback: 12 feet
- xvi. Minimum Parking Requirement: A minimum of 36 spaces must be provided on-site, with proof of available permit parking from the Town or other off-site parking arrangement as memorialized in a parking agreement at the time of review by the Planning Board. Total number of spaces available should reflect a parking ratio of 1.8 spaces/unit. Space dimensions, and design of drive aisles, shall all conform with the Residential Site Improvement Standards, N.J.A.C. 5:21 ("RSIS"), and the developer may provide up to 10% of all spaces as compact.
- xvii. No off-street loading spaces pursuant to Section 150-12.5 shall be required.
- xviii. Shrubs and street trees shall be required to provide a reasonable screening for any vehicles parked on the Property from Bloomfield Avenue and Westview Road. Wherever practical, a landscaping buffer shall be provided along the boundary of the property and may incorporate retaining walls. Any proposed plant material should be deer tolerant and consist of principally native species.

- xix. Setbacks may include structures such as fences, retaining walls, utilities, stormwater drainage facilities, and other accessory structures.

5. Building and Site Design.

A. Building and Unit Design

1. Dwelling unit size: One-or two-bedroom units are permitted and must meet the following criteria:

- a. One-bedroom rental units – minimum 688 square feet
- b. Two-bedroom rental units– minimum 1,000 square feet
- c. Three-bedroom rental units- minimum 1,200 square feet.
- d. Affordable Housing is required as per the adopted Housing Element and Fair Share Plan.

2. Any plan for development shall be substantially similar to the images prepared by Guzzo Architects and dated _____ in its exterior appearances which is attached to this Settlement as Exhibit A.

B. Architectural and Residential Standards

1. **Dwelling Unit Privacy.** Adjacent dwelling units shall be adjoined in such a manner as to provide code required STC values for soundproofing and privacy between such units.

2. **Entrance Lighting.** A minimum of one (1) low-wattage incandescent or LED light fixture shall be provided outside the exterior entrance to the residential portion of the building.

3. **Fire Escapes.** Buildings containing dwelling units located above the second story and requiring a second means of egress pursuant to the Uniform Construction Code shall not utilize an attached external fire escape as one of the required means of egress.

4. **Type of Lighting Source.** Low-wattage lamps shall be used along all sidewalks, walkways, courtyards and plazas and on any building or unit. Parking lot lighting shall be incandescent or another light source compatible with the same. Both shall comply with the Township's lighting standards.

5. **Cable Television Utility.** All dwelling units shall be provided with such facilities for potential linkage to the Township's cable television utility.

6. **Common Entrances.** Common entrances, lobbies, elevators and/or stairwells shall be designed to promote safety and security of residents and visitors using such areas.

C. Building Materials

1. Building materials. Stone, masonry, brick, and wood or aluminum framed glass, are preferred primary materials for the base of façades. Stone, masonry, brick, wood,

fiber-cement, metal panels, cast iron, steel, aluminum and other types of metal, and wood or aluminum framed glass, are acceptable primary materials for the middle and top of façades. Within the primary materials, variations in colors, textures, and pattern may be employed to further break up the building bulk. Exterior insulated finishing systems (EIFS) and vinyl siding shall not be permitted.

2. Natural materials are encouraged.

3. Nonnatural materials intended to imitate natural materials shall not be permitted.

4. There shall be no blank facades and buildings shall adhere to the standards listed above and in this document.

D. Facades

1. The building shall provide scale-defining architectural elements or details, such as windows, spandrels, awnings, porticos, pediments, cornices, pilasters, columns and balconies. These elements should reflect the existing character and scale of Verona and incorporate elements that relate the façade to existing buildings along Bloomfield Avenue, while not imitating the exact elements.

2. All entrances to a building, except service and emergency egress doors, shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades and other elements, where appropriate. Any such element utilized shall be architecturally compatible with the style, materials, colors and details of the building as a whole, as shall the doors.

3. Building exteriors shall have vertical and/or horizontal offsets to create visual breaks on the exterior. Monotonous, uninterrupted walls or roof planes shall be avoided. Building wall offsets, including projections such as balconies, canopies, awnings, and signs, recesses, and changes in floor level, shall be used in order to add architectural interest and variety and to relieve the visual effect of a simple, long wall. Similarly, roofline offsets, dormers, or gables shall be provided in order to provide architectural interest and variety to the massing of a building and to relieve the effect of a single, long roof.

4. The architectural treatment of the front facade shall be continued in its major features around all visibly exposed sides of a building. All sides of a building shall be architecturally designed to be consistent with regard to style, materials, colors and details.

5. There shall be no blank facades along any side, especially the sides that are visible from the street and parking lot.

6. Fenestration:

- a. Upper floor windows shall be vertically proportioned and be vertically aligned with the location of windows and doors on the ground floor below.
- b. Fenestration patterns should utilize large window openings and/or tight groupings of smaller windows.
- c. Window sizing and spacing shall be consistent with and complementary to the overall façade composition.
- d. Window types shall be consistent with the building elements.

E. Roofs

- 1. The shape, pitch, and color of a roof should be architecturally compatible with the style, materials, and colors of such building.
- 2. If the building has a flat roof, a parapet shall project vertically to hide any roof-mounted mechanical equipment. Additionally, a cornice shall project out horizontally from the façade and shall be ornamented with moldings, brackets, or other detailing.
- 3. Roofline offsets shall be provided along any roof measuring more than 50 feet in length in order to provide architectural interest and articulation to a building.
- 4. Terraced Roofs shall provide screening where in the sightline of residential uses. Terraced roofs which are accessible to residents shall encourage the safety and well-being of residents.
- 5. Surfaces of flat roofs must be painted white or constructed with light-colored roofing materials.

F. Mechanical Equipment Screening

- 1. Screening of rooftop mechanical equipment is required.
- 2. All rooftop mechanical equipment (HVAC, exhaust systems, etc.) shall be screened from view from all adjacent public streets, open spaces and parks in all directions and elevations to minimize the negative impact.
- 3. Screening materials shall be consistent with the architectural detail, color and materials of the building. Wire mesh screening is not permitted.
- 4. All roof and HVAC systems must meet the building code requirements and be set back a minimum of 15 feet from any street or public open space and screened to not be visible from any adjacent public street or public property.
- 5. The parapet wall to screen mechanicals shall not be counted towards the building height calculation.

G. Utilities

1. All new utility distribution lines and utility service connections from such lines to the building shall be located underground. To the extent possible, existing utility lines should also be relocated underground. Remote readers for all utilities, in lieu of external location of the actual metering devices, are preferred.

H. Lighting

1. Adequate lighting shall be provided for all parking areas and pedestrian walkways. All outdoor lighting, including streetlamps and accent lighting, should comply with “dark sky” standards intended to reduce light pollution. Dark sky standards require that lighting is downcast, illuminates only the intended areas, and does not cause disabling glare that affects driver safety and reduces the visibility of starry night skies. Lighting for a building must be contained on the property on which the building is located. LED lighting shall be permitted in addition to all of the conditions of the Township ordinance standards for lighting.

2. All lighting shall be serviced by underground wiring.

3. Spotlight-type fixtures attached to buildings are prohibited.

4. Light fixtures attached to the exterior of a building are encouraged and should be architecturally compatible with the style, material, and colors of the building. Exterior light fixtures attached to the building shall not project more than 24 inches from the building line.

5. Where lights along lot lines will be visible from the interior of adjacent buildings, the lights shall be properly shielded and/or mounting heights reduced.

6. All lighting designs and installations are subject to Township review and approval.

7. All lighting plans shall be accompanied by a point-by-point plan indicating numerical illumination levels. The plan shall indicate the average, minimum, maximum and minimum to maximum illumination levels for maintained foot-candles.

I. Sustainability

The following sustainable development standards and practices are required:

1. Landscaping

- a. Use native species and species that are recommended in Chapter 150, Attachment 3, that do not need excessive watering for all landscaping trees and plantings.

- b. Retain existing trees and shrubs and replant more trees than removed.
- c. Provide landscaping in the required eight (8) foot front yard setback and in the buffer areas.

2. Waste Management and Recycling

- a. Facilitate recycling in common areas within buildings and in outdoor open spaces by providing easily accessible recycling bins.
- b. Facilitate recycling in dwelling units by adding recycling bins and ensuring that the recycling drop-off location is clear and accessible.
- c. Ensure that each trash room includes recycling containers or a mechanism to separate trash from recyclable materials.
- d. All refuse containers and disposal shall be contained within the building.
- e. Any internal collection and storage of trash or recycling within the building shall be in an area easily accessible by residents and shall be maintained to prevent any foul odors or spillage and to prevent any condition which may pose a hazard to life, health and safety. A refuse collection room shall be provided at the cellar or lowest story to receive the refuse. Such rooms shall be enclosed with walls and roofs constructed of material having a minimum fire resistive rating of three hours, except that gypsum masonry may not be used for such enclosure walls. Openings to such rooms shall be provided with fireproof, self-closing doors having a minimum fire resistive rating of one and one-half hours
- f. Trash and recycling collection shall be through a private service to be paid by residents and not by the general revenue or tax collections of Township of Verona. A recycling and trash pickup plan shall be submit

J. Fences

Fences may be no more than six (6') feet in height and shall be board on board. Any 6-foot fence must be in the side and rear yards.

The following sustainable development standards and practices are not mandatory but are strongly encouraged in the redevelopment area:

1. Energy Efficiency

- a. Ensure refrigerators, washers, dryers, and dishwashers are ENERGY STAR rated.
- b. Specify windows with a low-E coating and follow ENERGY STAR guidelines.

- c. Ensure windows are operable in dwelling units to allow residents to naturally vent or cool space.
- d. Include digital, programmable and user-friendly thermostats in the dwelling units.

2. Indoor Air Quality

- a. Incorporate ENERGY STAR rated fans that automatically vent in bathrooms in dwelling units.
- b. Protect ducts and HVAC from dust during construction to ensure they are clean before occupancy.

3. Water Efficiency

- a. Use WaterSense rated fixtures in dwelling unit bathrooms

4. A Deed Restriction limiting the use of the rear yard.

EXHIBIT C**RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter referred to as “Agreement”) made this [REDACTED] day of August, 2025, by and between the New Jersey Intergovernmental Joint Insurance Fund, with offices located at 55 Madison Avenue, Suite 400, Morristown, County of Morris, State of New Jersey c/o Eric J. Nemeth, Esq., General Counsel, (hereinafter referred to as “NJIIF”) on behalf the Township of Verona (the “Township”), and the Township of Verona Planning Board (the “Planning Board”) both having a business address of 600 Bloomfield Avenue, Township of Verona, County of Essex, State of New Jersey (the Township and the Planning Board being jointly referred to herein as the “Defendants” or “Verona Township Defendants”), and DMH2, LLC with an office located at 176-200 Bloomfield Avenue, Township of Verona, County of Essex, State of New Jersey (the “Plaintiff”) .

WITNESSETH

WHEREAS, the Plaintiff filed a Prerogative Writ Lawsuit against Defendant captioned DHM2, LLC v. Township of Verona Planning Board, which is currently venued in the Superior Court of New Jersey, Essex County, bearing Docket No. Docket No.: ESX-L-4124-22 (hereinafter the “action” or the “Lawsuit”); and

WHEREAS, the Defendants have been provided insurance coverage for the Lawsuit as a result of its membership in the NJIIF; and

WHEREAS, the Plaintiff and the Defendants have reached an agreement on the resolution of the claims included in the Lawsuit as set forth in detail in **Exhibit 1** and desire and intend to memorialize the settlement and release by execution of this Agreement; and

WHEREAS, the Plaintiff and the Defendants desire to formally memorialize the terms of their settlement and provide for the dismissal of the Lawsuit with prejudice and a general release of claims as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. Dismissal of Claims. As a condition of this Agreement, the Plaintiff for itself and on behalf of its respective representatives, agents, successors, estates, heirs and assigns (collectively referred to herein as “Releasors”) hereby agree to dismiss, with prejudice, in their entirety, any and all claims that were or could have been brought against the Defendants, and/or any of their representatives, past and present officials, Elected Officials, Council Members, Mayors, Commissioners, employees, departments, contractors, volunteers, insurers (including by way of example and not limitation, the NJIIF), agents, servants, or representatives, individually and in their official capacities (all of the foregoing being referred to herein individually and collectively as the “Releasees”).

2. Release and Discharge. As consideration for the settlement terms set forth in detail in **Exhibit 1**, the Plaintiff and Defendants, for themselves and on behalf of all Releasors, hereby agrees to fully release and discharge (the “Release”) all Releasees of and from any and all claims, rights or causes of action, whether known or unknown (collectively referred to herein as “Claims”) Releasors have had or may have had against Releasees through the date of this Agreement. The term “Claims” shall be construed to include by way of example to any and all rights, demands, causes of action, obligations, damages, expenses, compensation, or action of any kind, nature, character or description that Releasors has, had or could have raised against and including those Releasors may not be aware of and those not mentioned in this Agreement. This Release includes, but is not limited to, any claim (including claims for contribution and/or indemnification), demand, cause of action, obligation, damage, complaint, expenses, compensation, or action of any kind, nature, character, or description, whatsoever, arising out of or under any Federal, State, or municipal statute, ordinance or other law (whether common law, decisional law, or statute), rule, regulation, contract, executive order, policy, that were or could have been brought in the Lawsuit, or under any separate action both known or unknown that could have been asserted from the beginning of time up through the date that this Release is executed, including any claim for attorneys’ fees and costs.

3. Settlement Terms. See **Exhibit 1**.

4. Warranty of Capacity to Execute Agreement. Releasors represent and warrant that no other person or entity has any interest in the Claims, or in any other demands, obligations, or causes of action referred to in this Agreement, and that Releasors have the sole right and exclusive authority to execute this Agreement and receive the benefits specified. The Releasors further represent that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims, or any other demands, obligations or causes of action referred to in this Agreement.

5. Entire Agreement. This Agreement, inclusive of **Exhibit 1**, contains the entire agreement between Releasors and Releasees concerning the matters set forth in this document, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of the Parties.

6. Representation of Comprehension of Document. In executing this Agreement, all Parties represent that they have relied upon the legal advice of their respective attorneys who are the attorney of their choice, that they had the full opportunity to review this Agreement with their attorneys, and that the terms of this Agreement have been completely read and explained by their attorneys, and that those terms are fully understood and voluntarily accepted.

7. No Admission of Liability. It is agreed that in settling this matter, no Releasee is admitting to any liability or wrongdoing in any fashion.

8. Modification. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

9. Law. This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New Jersey without giving effect to the conflicts of laws principle thereof.

10. Date of Agreement. This Agreement shall be dated as of the date it is last signed by any of the parties to the Agreement, which date shall be incorporated on the face page.

11. Non-disparagement. Releasors agree that they will not disparage or encourage or induce others to disparage any of the Releasees, subject to the exceptions set forth below:

Nothing in this Agreement is intended to or shall prevent Releasors from providing, or limiting testimony in response to a valid subpoena, court order, regulatory request or other judicial, administrative or legal process or otherwise as required by law.

12. Confidentiality Agreement. For one dollar in hand and other good and valuable consideration not otherwise herein stated, the Releasors and their respective attorneys covenant and agree to keep strictly confidential and not to publicize, disclose or characterize to any third party, person or entity, at any time, this Agreement, any of the terms and conditions of this settlement, the amount of this settlement, the history, background and/or substance of the negotiations, directly or indirectly, leading up to this Agreement or any other information which would assist a third party in receiving or otherwise learning about this Agreement, except as required by any law (excepting the necessary disclosures that shall be made to the Mayor & Council of the Township of Verona, and the members of the Township of Verona Planning Board).

If inquiry is made by any third person concerning the status of the Lawsuit, the Releasors and their respective attorneys shall respond only that the suit has been resolved to their satisfaction and make no further comments.

Releasors and its respective attorneys further agree not to communicate, publish or cause to be published, in any public or business forum or context, any statement, whether written or oral, concerning the specific events, facts or circumstances giving rise to the Lawsuit or the resolution thereof. Releasors agree that any violations of the confidentiality provisions of this Agreement shall entitle the NJIIF to bring an action to obtain immediate relief, redress and damages associated with such breach, including but not limited to, injunctive relief, attorneys' fees and costs.

13. Each Party represents that it has had the opportunity to consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Agreement and signs this Agreement of its own free will. No Party to the Agreement has relied upon any representations or statements made by any other Party hereto which are not specifically set forth in this Agreement. The Parties each understand how this Agreement will affect their legal rights and voluntarily enter into this

Agreement with such knowledge and understanding.

_____ on behalf of
DMH2, LLC

Dated: _____

WITNESS:

Dated: _____

_____ on behalf of Township of
Verona Planning Board

Dated: _____

WITNESS:

Dated: _____

TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-

A motion was made by ; seconded that the following resolution be adopted:

AUTHORIZING A CONTRACT WITH ALL AMERICAN SEWER
SERVICE, INC.

WHEREAS, there exists a need for replacement of the grease trap located under the 3-compartment sink and backfill, concrete and grading services at the waste water treatment facility; and

WHEREAS, the Township of Verona has a need to acquire such services pursuant to N.J.S.A. 19-44A-20.5; and

WHEREAS, the Qualified Purchasing Agent has determined that the value of said services will exceed \$17,500.00; and

WHEREAS, this expenditure shall be charged to Budget Account No. 5-05-55-502-389 or any other account that may be deemed appropriate by the Chief Financial Officer or her designee, and the availability of funds; and

WHEREAS, the Township Manager has recommended that All American Sewer Service, Inc., PO Box 605, Lodi, New Jersey 07664 be awarded a contract to provide services at the waste water treatment facility.

THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, New Jersey that All American Sewer Service is hereby awarded a contract for providing sewer services not to exceed \$44,000.00 without further authorization of the Governing Body.

BE IT FURTHER RESOLVED that the Township Manager and the Municipal Clerk are hereby authorized to enter into an agreement for the aforementioned services a copy of which shall be available for public inspection in the Office of the Municipal Clerk.

ROLL CALL:
AYES:
NAYS:
ABSENT:
ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON SEPTEMBER 8, 2025

JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK

TOWNSHIP OF VERONA
COUNTY OF ESSEX, NEW JERSEY



VERONA COMMUNITY CENTER
880 BLOOMFIELD AVENUE
VERONA, NEW JERSEY 07044

MUNICIPAL BUILDING
600 BLOOMFIELD AVENUE
VERONA, NEW JERSEY 07044

(973) 239-3220
WWW.VERONANJ.ORG

DEPARTMENT OF PUBLIC WORKS
10 COMMERCE COURT
VERONA, NEW JERSEY 07044

REQUEST FOR RESOLUTION TO AWARD A CONTRACT

1. Department Sewer and Water
2. Name of Vendor All American Sewer Service Inc
3. Description of services to be provided by the vendor
Providing drainage and sewer services on the sewer lines within the Township
4. Are quotes required? (Note: You should obtain 2 quotes if the Not to Exceed amount is greater than \$6,600 unless not required or practical (see below))
☒ YES – quotes are submitted with this form ☐ NO – not required* ☐ NO – not practical*
*Explain why quotes are not required or not practical:
5. Award Amount (NTE) \$ 44,000
6. Budget Line to be Paid From 5-05-55-502-389
7. Form Completed By Agnieszka Brynczka
8. Date Submitted 08/29/25

**ALL DOCUMENTATION MUST BE SUBMITTED TO THE QPA
AT LEAST 10 DAYS BEFORE THE NEXT COUNCIL MEETING. (N.J.S.A. 19:44A-20.26)**

FOR OFFICE:

CFO Certification of Funds:

Signature

Date

May 2025

**PAY TO PLAY
POLITICAL CONTRIBUTION DISCLOSURE**

All American Sewer Service Inc
Company Name

Required by Township of Verona	Item	Page	Initial each entry, and submit the required form if the box contains an <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Document Checklist - COMPLETE	2	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Vendor Information Sheet - COMPLETE	2	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Business Registration Certificate - READ AND SUBMIT	3	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Business Entity Disclosure Certification - SIGN AND NOTARIZE	4-5	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Political Contribution Disclosure Certification Form - SIGN	6-7	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Ownership Disclosure Certification Form - SIGN AND NOTARIZE	8-11	<input type="checkbox"/>

Corporate Name: All American Sewer Service Inc

Signature: Cheryl Foote Date: 07/24/25

Print Name: Cheryl Foote Title: Vice President

RETURN COMPLETED FORMS TO:

Agnieszka Brynczka, QPA
Township of Verona
600 Bloomfield Avenue
Verona, New Jersey 07044

ABrynczka@VeronaNJ.org

Signature of Affiant: Cheryl Foote
Printed Name of Affiant: Cheryl Foote

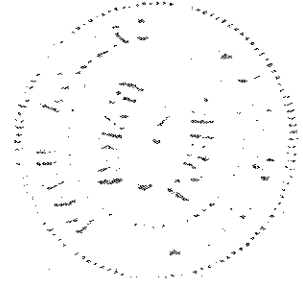
Title: Vice President
Date: 07/24/25

Subscribed and sworn before me this
24 day of July, 2025.

(Notary Stamp/Seal)

Maria Romeo
Notary Public

Commission Expires: 2-29-28




TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
FOR NON-FAIR AND OPEN CONTRACTS
N.J.S.A. 19:44A-20.26

*This form or its permitted facsimile must be submitted to the local unit
No later than 10 days prior to the award of the contract.*

Part I - Vendor Information

Vendor Name:	All American Sewer Service Inc		
Address:	PO Box 605		
City:	12001	State:	NJ Zip: 07044

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

 Signature	Cheryl Fook Printed Name	VP Title
--	-----------------------------	-------------

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

☐ Check here if the information is continued on subsequent page(s)

**TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

N.J.S.A. 19:44A-20.26

Page _____ of _____

Vendor Name: _____

[illegible]☐ Check here if the information is continued on subsequent page(s)

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION FORM)
Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: All American Senior Service, Inc

Address of Business: PO BOX 605 Lodi NJ 07164

Name of person completing this form: Cheryl Foote

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

CONTINUED ON NEXT PAGE

STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)
Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

PART I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☒ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

PART II

☒ I certify that the list on the next page contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

CONTINUED ON NEXT PAGE

STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)
Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

PART III

Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this
24 day of July, 2025.

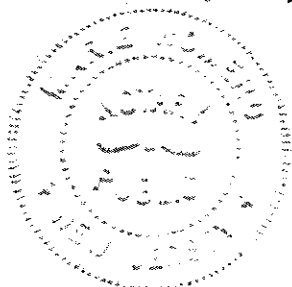
Maria Romeo
Notary Public

Commission Expires: 2-29-28
(Notary Stamp/Seal)

Cheryl Foote
Affiant Signature

Cheryl Foote / Vice President
Affiant Name and Title

(Corporate Seal, if appropriate)



END OF STATEMENT OF OWNERSHIP



All American Sewer Service, Inc.

PO Box 605
Lodi, NJ 07644
(973) 773-9001
Fax (973) 773-9075

ESTIMATE

Date	Estimate #
7/18/2025	8879

Name / Address
Town of Verona 10 Commerce Court Verona, NJ 07044 Attn: Chuck

P.O. No.	Terms	Rep	Account #
	Net 30	Alex	9738575731

Description	Total
<p>Jobsite: Verona Pool - 257 Fairview Ave., Verona Attn: Rich - 201-247-2937</p> <p>All American Sewer Service proposes to furnish all labor, material and equipment necessary to replace the grease trap located under the 3-compartment sink. We will remove the sink. Sawcut and jackhammer concrete. Replace trap with a Schier GB3 Polypropylene Grease Interceptor. Backfill and concrete to grade. Reinstall the sink. Put back 8 x 8 quarry tile.</p> <p>Work will be done during regular working hours. Any other work needed outside the scope of work listed above will be charged additional.</p>	8,450.00
There is a 3% Fee on all credit card charges	
Subtotal	\$8,450.00
Sales Tax (6.625%)	\$0.00
Total	\$8,450.00

PAYMENTS TO BE AS FOLLOWS: 1/3 DEPOSIT, 1/3 UPON START, BALANCE DUE UPON COMPLETION. ** Buyer agrees to pay seller's reasonable attorney fees and interest applied on all balances outstanding over 30 days should legal action be taken in the collection of the buyers account.

**

Fully Insured & Bonded * NJ Master Plumbers License # 11057 * M. Rehfeld *

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted.
** Pricing is valid for 30 days **

Signature _____



WIND RIVER A Wind River Environmental Company

ASAP Container Services, LLC.
Wind River Environmental, LLC.
99 Maple Grange Rd
Vernon NJ 07462

July 23, 2025

Verona Township DPW
10 Commerce Court
Verona NJ 07044

Attn: Chuck Molinaro

QUOTE:

Job Site: Verona Pool 257 Fairview Ave Verona NJ

Furnish all labor and materials and equipment necessary to replace grease trap

\$9,800.00

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2025-

A motion was made by _____ ; seconded _____ that the following resolution be adopted:

**AUTHORIZING A CONTRACT WITH GARDEN STATE PAINTING &
DESIGN CORP.**

WHEREAS, the Police Department Headquarters located in the Municipal Building requires painting throughout the entire location; and

WHEREAS, the Township of Verona has a need to acquire such services pursuant to *N.J.S.A. 19-44A-20.5*; and

WHEREAS, the Qualified Purchasing Agent has determined that the value of said services will exceed \$17,500.00; and

WHEREAS, this expenditure shall be charged to Budget Account No. C-53-46-040-045 or any other account that may be deemed appropriate by the Chief Financial Officer or her designee, and the availability of funds; and

WHEREAS, the Township Manager has recommended that Garden State Painting & Design Corp., 15 Midwood Avenue, Verona, New Jersey 07044 be awarded a contract to provide painting services in the Police Department Headquarters.

THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, New Jersey that Garden State Painting & Design Corp. is hereby awarded a contract for providing painting services not to exceed \$18,700.00 without further authorization of the Governing Body.

BE IT FURTHER RESOLVED that the Township Manager and the Municipal Clerk are hereby authorized to enter into an agreement for the aforementioned services a copy of which shall be available for public inspection in the Office of the Municipal Clerk.

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON SEPTEMBER 8, 2025

**JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK**

TOWNSHIP OF VERONA
COUNTY OF ESSEX, NEW JERSEY



VERONA COMMUNITY CENTER
880 BLOOMFIELD AVENUE
VERONA, NEW JERSEY 07044

MUNICIPAL BUILDING
600 BLOOMFIELD AVENUE
VERONA, NEW JERSEY 07044
(973) 239-3220
WWW.VERONANJ.ORG

DEPARTMENT OF PUBLIC WORKS
10 COMMERCE COURT
VERONA, NEW JERSEY 07044

REQUEST FOR RESOLUTION TO AWARD A CONTRACT

1. Department B&G
2. Name of Vendor Garden State Painting & Design
3. Description of services to be provided by the vendor
Painting of Verona Police Headquarters
4. Are quotes required? (Note: You should obtain 2 quotes if the Not to Exceed amount is greater than \$6,600 unless not required or practical (see below))
☒ YES – quotes are submitted with this form ☐ NO – not required* ☐ NO – not practical*
*Explain why quotes are not required or not practical:
attached
5. Award Amount (NTE) \$ 18,700
6. Budget Line to be Paid From C-53-46-040-045
7. Form Completed By Agnieszka Brynczka
8. Date Submitted 08/29/25

**ALL DOCUMENTATION MUST BE SUBMITTED TO THE QPA
AT LEAST 10 DAYS BEFORE THE NEXT COUNCIL MEETING. (N.J.S.A. 19:44A-20.26)**

FOR OFFICE:

CFO Certification of Funds: _____
Signature Date

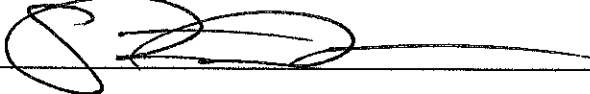
May 2025

**PAY TO PLAY
POLITICAL CONTRIBUTION DISCLOSURE**

Garden State Painting & Design
Company Name

<i>Required by Township of Verona</i>	<i>Item</i>	<i>Page</i>	<i>Initial each entry, and submit the required form if the box contains an <input checked="" type="checkbox"/></i>
<input checked="" type="checkbox"/>	Document Checklist - COMPLETE	2	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Vendor Information Sheet - COMPLETE	2	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Business Registration Certificate - READ AND SUBMIT	3	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Business Entity Disclosure Certification - SIGN AND NOTARIZE	4-5	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Political Contribution Disclosure Certification Form - SIGN	6-7	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Ownership Disclosure Certification Form - SIGN AND NOTARIZE	8-11	<input type="checkbox"/>

Corporate Name: GARDEN STATE PAINTING AND DESIGN

Signature:  Date: 8/20/25

Print Name: STEVEN MCMICKIE Title: owner

RETURN COMPLETED FORMS TO:

Agnieszka Brynczka, QPA
Township of Verona
600 Bloomfield Avenue
Verona, New Jersey 07044

ABrynczka@VeronaNJ.org

**TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY
VENDOR INFORMATION SHEET**

COMPANY NAME: Garden State Painting & Design

ADDRESS: 15 Midwood Ave

Verona, NJ 07044

PHONE NUMBER: 973-632-3753

FAX NUMBER: _____

FEDERAL I.D. NUMBER: 223558355

NAME OF PERSON PREPARING BID: Steven McMickie

PHONE NUMBER: 973-632-3753 EXT. _____

CONTACT PERSON FOR CORRESPONDENCE REGARDING THE PROPOSAL

NAME: Steven McMickie

ADDRESS: 15 Midwood Ave

Verona, NJ 07044

PHONE: 973-632-3753 FAX NUMBER: _____

E-MAIL ADDRESS: gspsteven@gmail.com

PROJECT COORDINATOR

COMPANY NAME: Garden State Painting & Design

ADDRESS: 15 Midwood Ave, Verona NJ 07044

PHONE NUMBER: 973-632-3753

CELL PHONE NUMBER: 973-632-3753

FAX NUMBER: _____

PERSON TO CONTACT: Steven McMickie

EMAIL ADDRESS: gspsteven@gmail.com

TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE COMPLIANCE

Goods and Services Contracts (including purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor,
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor, or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor, or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY
BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
N.J.S.A. 19:44A-20.8

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 - Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 - Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"Business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

**19:44A-3 - Definitions. In pertinent part**

*p.* The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

*q.* The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

*r.* the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 - Contributions, expenditures, reports, requirements.**

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$200 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-8)



**TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY**  
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 N.J.S.A. 19:44A-20.8

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Garden State Painting & Design (company name) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-20.26 that would bar the award of this contract in the one year period preceding Jan 1, 2025 to any of the following named any candidate committee of a candidate for, or holder of, an elective office for the following public entities pursuant to N.J.S.A. 19:44A-20.26.

|                                                     |                                              |
|-----------------------------------------------------|----------------------------------------------|
| <b>State of New Jersey:</b>                         | <b>Essex County (continued):</b>             |
| State Senator Kristin M. Corrado – District 40      | County Surrogate Alturick Kenney             |
| Assemblyman Christopher P. DePhillips – District 40 | County Sheriff Amir D. Jones                 |
| Assemblyman Al Barlas – District 40                 | County Register of Deeds Juan M. Rivera, Jr. |
|                                                     |                                              |
| <b>Essex County:</b>                                | <b>Verona Township Council:</b>              |
| County Democratic Committee                         | Mayor Dr. Christopher Tamburro               |
| County Republican Committee                         | Deputy Mayor Jack McEvoy                     |
| Commissioner Patricia Sebold                        | Councilman Alex Roman                        |
| Commissioner Wayne L. Richardson                    | Councilwoman Christine McGrath               |
| Commissioner Romaine Sermons                        | Councilwoman Cynthia Holland                 |
| Commissioner Brendan W. Gill                        |                                              |
| Commissioner Leonard Luciano                        | <b>Verona Township Board of Education:</b>   |
| County Executive Joseph DiVincenzo                  | Pamela Priscoe                               |
| County Clerk Christopher Durkin                     | Denise Verzella                              |
|                                                     | Diana Ferrera                                |
| <b>Any other municipality within Essex County</b>   | Christopher Wacha                            |
|                                                     | Michael Boone                                |
|                                                     |                                              |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

**TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY**  
**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
FOR NON-FAIR AND OPEN CONTRACTS  
N.J.S.A. 19:44A-20.26

*This form or its permitted facsimile must be submitted to the local unit  
No later than 10 days prior to the award of the contract.*

**Part I – Vendor Information**

|              |                                  |        |    |
|--------------|----------------------------------|--------|----|
| Vendor Name: | GARDEN STATE PAINTING AND DESIGN |        |    |
| Address:     | 15 MIDWOOD AVE                   |        |    |
| City:        | VERONA                           | State: | NJ |
| Zip:         | 07044                            |        |    |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

STEVEN MCMICKLE

Printed Name

OWNER

Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      | \$            |
|                  |                |      | \$            |
|                  |                |      | \$            |
|                  |                |      | \$            |
|                  |                |      | \$            |
|                  |                |      | \$            |
|                  |                |      | \$            |
|                  |                |      | \$            |
|                  |                |      | \$            |
|                  |                |      | \$            |
|                  |                |      | \$            |
|                  |                |      | \$            |
|                  |                |      | \$            |

☐ Check here if the information is continued on subsequent page(s)



**STATEMENT OF OWNERSHIP**  
**(OWNERSHIP DISCLOSURE CERTIFICATION FORM)**  
*Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)*

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: Garden State Painting & Design

Address of Business: 15 Midwood Ave. Verona NJ 07044

Name of person completing this form: Steven McMickle

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

**CONTINUED ON NEXT PAGE**

**STATEMENT OF OWNERSHIP**  
**OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**

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

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

**PART I**

**Check the box that represents the type of business organization:**

- ☒ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)  
☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)  
☐ Partnership      ☐ Limited Partnership      ☐ Limited Liability Partnership  
☐ Limited Liability Company  
☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)  
☐ Other (be specific): \_\_\_\_\_

**PART II**

- ☐ I certify that the list on the next page contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

**OR**

- ☒ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**CONTINUED ON NEXT PAGE**

**STATEMENT OF OWNERSHIP  
OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**

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

**Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):**

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

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

Home Address: \_\_\_\_\_  
\_\_\_\_\_

**CONTINUED ON NEXT PAGE**

**STATEMENT OF OWNERSHIP**  
**OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**

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

**PART III**

**Any Direct or Indirect Parent Entity Which is Publicly Traded:**

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

**OR**

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
\_\_\_\_\_

**AND**

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this  
28 day of AUGUST, 2025.

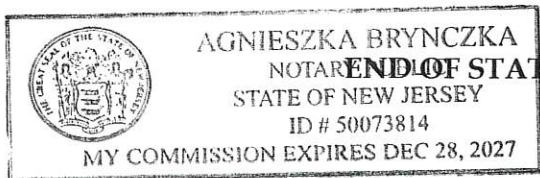
ABrynczka  
Notary Public

[Signature]  
Affiant Signature

STEVEN McMICKLE OWNER  
Affiant Name and Title

Commission Expires: 12/28/2027  
(Notary Stamp/Seal)

(Corporate Seal, if appropriate)



**END OF STATEMENT OF OWNERSHIP**

Signature of Affiant: [Signature]  
Printed Name of Affiant: STEVEN McMICKLE

Title: OWNER  
Date: 8/28/25

Subscribed and sworn before me this  
28 day of AUGUST, 2025.

(Notary Stamp/Seal)

[Signature]  
Notary Public

Commission Expires: \_\_\_\_\_

GABRIELLE RUMER  
Notary Public, State of New Jersey  
Comm. # 50221992  
My Commission Expires 5/15/2029





# *Garden State Painting & Design Corp.*

15 MIDWOOD AVE.  
VERONA, NEW JERSEY, 07044

STEVEN McMICKLE (C) 973-632-3753  
& STEVEN SFERRAZZA (C) 201-704-8052  
(E) [GspSteven@gmail.com](mailto:GspSteven@gmail.com)

## **PROPOSAL**

### **PREPARED FOR:**

LENNY WATERMAN  
VERONA TOWNSHIP

**PROJECT:**  
INTERIOR PAINTING

| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                  | PRICE        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| VERONA POLICE HEADQUARTERS<br>INTERIOR PAINTING                                                                                                                                                                                                                                                                                                              | \$ 18,700.00 |
| <b>ROOMS, HALLWAY AND CELL BLOCK</b>                                                                                                                                                                                                                                                                                                                         |              |
| <ul style="list-style-type: none"><li>• REMOVE ALL ITEMS FROM WALLS (PERSONAL ITEMS NOT TO BE PUT BACK)</li><li>• TAPE AND SPACKLE WHERE NEEDED THROUGHOUT AREAS</li><li>• REMOVE ANY FAILING CAULK AND REAPPLY NEW CAULK TO EDGES AND SEAMS</li><li>• SAND ALL PREPARED AREAS</li><li>• APPLY PRIMERS WHERE NEEDED</li><li>• PAINT WALLS AND TRIM</li></ul> |              |
| NOTE: HELP WITH MOVING CUBICLES, DESKS AND FURNITURE                                                                                                                                                                                                                                                                                                         |              |
| <b>BASEMENT FLOOR</b>                                                                                                                                                                                                                                                                                                                                        |              |
| <ul style="list-style-type: none"><li>• CLEAN EXISTING CEMENT FLOOR AND LET DRY</li><li>• APPLY 2 PART EPOXY TO ENTIRE FLOOR IN COLOR CHOSEN</li></ul>                                                                                                                                                                                                       |              |
| <b>2 CELL BLOCK FLOORS</b>                                                                                                                                                                                                                                                                                                                                   |              |
| <ul style="list-style-type: none"><li>• CLEAN AND PAINT WITH FLOOR PAINT</li></ul>                                                                                                                                                                                                                                                                           |              |
| <b>LABOR</b>                                                                                                                                                                                                                                                                                                                                                 |              |
| <b>TOTAL PROPOSED PRICE</b>                                                                                                                                                                                                                                                                                                                                  | \$ 18,700.00 |
| (SALES TAX IS NOT INCLUDED IN PRICE, IT WILL BE ADDED TO TOTAL LABOR PORTION ON PROJECT UNLESS PROPERTY OWNER PRESENTS "CERTIFICATE OF EXEMPT CAPITOL IMPROVEMENT" FORM ST-8)                                                                                                                                                                                |              |








*Thank you for this opportunity for your business.  
Garden State Painting & Design Corp.  
Steven McMickle 973-632-3753*

**MONTCLAIR PAINTING & CONTRACTING LLC.**  
**DBA Gikas Home Improvement**

---

74 N Willow Street  
Montclair, NJ 07042  
Phone: (973) 835-7775

Today's Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Job Site: \_\_\_\_\_

**ACCEPTANCE OF THE PROPOSAL**

For any questions regarding the proposal or descriptions of processes and materials please do not hesitate to call or email us. We will make any corrections before you make your decision on the bid.

Respectfully Submitted by,

George Mihalakis

**MONTCLAIR PAINTING & CONTRACTING, LLC**

**ACCEPTED AND AGREED TO BY:**

I have read and agreed with the above proposal and its terms. I authorize Montclair Painting & Contracting LLC to perform the work as specified in this contract.  
(Please sign below)

Homeowner (PRINT NAME) \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_

Homeowner (SIGN) \_\_\_\_\_ Date \_\_\_\_\_

**Additional Contact Information**

To help us better communicate with you please provide any additional information possible.

Email \_\_\_\_\_

Landline/Work Number \_\_\_\_\_

Secondary Contact Name \_\_\_\_\_

Relation (Ex: Spouse/Tenant) \_\_\_\_\_

Secondary Contact's Number \_\_\_\_\_

**MONTCLAIR PAINTING & CONTRACTING LLC.**  
**DBA GIKAS HOME IMPROVEMENT**  
74 N Willow Street  
Montclair NJ 07042

1-888-PAINTING

24/7: (973) 835-7775

Email: [office@gikaspainting.com](mailto:office@gikaspainting.com)

Web: [www.gikascontracting.com](http://www.gikascontracting.com)

EPA Certified Firm

Fully Insured Company

We carry general liability and workers compensation insurance with an umbrella policy coverage up to \$5,000,000. A current copy of insurance certificate will be presented upon request.

Certificate of insurance policy S2389170

Selective Fire and Casualty

Insurance agent info: Sandford Insurance Group; Montclair, NJ

Contractor Registration Number: 13VH07994400

Family Owned and Operated

Angi's List Superior Service Award: 2012 to 2023 Better Business Bureau A+ rating

Voted Best By

Suburban Essex Magazine for 4 years in a row

Like us on Facebook

Follow us on Twitter and Instagram

---

**Len Waterman**  
**Verona Police Department**  
**600 Bloomfield Avenue**  
**Verona, NJ 07044**  
**973-857-4807**  
**[lwaterman@veronanj.org](mailto:lwaterman@veronanj.org)**

**Date: 6/4/2025**

**SCOPE: INTERIOR PAINTING**

Contractor will perform the following;

Bring ladders and other equipment

Prepare the job site.

Examine the condition of the areas where work will be performed.

Barricade the working area as necessary.

Notify the owner upon observation of unusual or unforeseen conditions.

Cover the areas where work will take place.

Protect the floors and the areas as necessary.

The management to remove the items from the walls and put it back.

Paint the main hallway

Paint the second level hallway

Paint all three offices of the second level (squad room, processing room, right upper room) - walls and trims

Paint the floor, walls and ceiling for all the jail cells

Paint the iron doors for the jail cells (the management to hire a company to strip the paint on those doors)

Paint the first room on the right side of the first level hallway

Paint the other three rooms of the same hallway currently beige color, walls and trims

Fix any cracking, caulking, sand as necessary

Close holes as directed

Paint the baseboard heating radiator in all areas

Paint the stairwell towards the basement

Paint the stairs with floor paint

Paint the superior's locker rooms (ceiling, floors and walls)

Paint the main locker room including ceiling, floors and walls

Paint the female locker room including ceiling, floors and walls  
Paint the hallway in the basement between the locker including ceiling, floors, walls and trims  
The management to hire another company to strip the floors and prepare for paint

The schedule is flexible; we can start area by area according to your availability

**ALL MATERIALS ARE INCLUDED**

**FINAL CLEANUP**

Contractor will take away all related debris.

**COST OF DISPOSAL IS INCLUDED.**

#### **START DATE**

Available for start ON OR ABOUT June, 2025. Flexible upon your advice. We will not be responsible for delays caused by factors beyond our control. Hours of operation; 8 AM to 6:00 PM

#### **CONTRACT PRICE AND PAYMENT SCHEDULE**

For all work detailed in this proposal:

**COST: \$19,950.00 (Nineteen thousand, nine hundred fifty dollars)**

If this project results in a capital improvement a capital improvement form will be presented and signed by homeowner for any tax-exempt otherwise the tax of 6.625 % will be added on all payments.

We accept cash, checks, money orders, and Visa Discover or MasterCard.

Please note: A 3.5% charge will be applied to all payments made by credit card.

#### **PAYMENT SCHEDULE**

10% upon signing as a booking deposit

40% Start Date

40% Progress Payment

Final payment due at time of completion

The supervisor will check at completion for any touch ups or other items that may need to be addressed before delivering the project. The foreman also may present you a checklist for your review.

Balances unpaid after 15 days of invoice will be subject to late payment charge of 1.5 % per month or maximum allowed by law. Owner will be responsible for other collection related expenses including reasonable attorney's fees.

**NOTE:** The above proposal is valid for fourteen (14) calendar days from today's date. If you find the proposal acceptable, please sign and return a copy to the above address along with the initial deposit as specified. Submitting the initial deposit, signing the proposal, or confirming by any electronic means will be considered as an approval of this proposal and will serve as binding contract between the Homeowner and Contractor.

The full content of this proposal may not be presented or redistributed to other contractors interested to bid on this project without prior consent of principal or agent of Montclair Painting & Contracting as we reserve all rights to the written form of our bids.

We will start work on or about the proposed date or another date soon thereafter and subject to your providing us with a signed copy of the contract and booking deposit.

#### **GENERAL DISCLOSURES**

**For all homes or structures built prior to 1978:**

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2025-**

A motion was made by \_\_\_\_\_ ; seconded \_\_\_\_\_ that the following resolution be adopted:

**AUTHORIZING A CONTRACT WITH GRACIE & HARRIGAN  
CONSULTING FORESTERS, INC. FOR PROFESSIONAL SERVICES**

**WHEREAS**, the Township of Verona requires a community forestry management plan and street tree inventory; and

**WHEREAS**, the Township of Verona has a need to acquire such services pursuant to *N.J.S.A. 19-44A-20.5*; and

**WHEREAS**, the Qualified Purchasing Agent has determined that the value of said services will exceed \$17,500.00; and

**WHEREAS**, this expenditure shall be charged to Budget Account No. C-53-46-040-038 or any other account that may be deemed appropriate by the Chief Financial Officer or her designee, and the availability of funds; and

**WHEREAS**, a grant application is being submitted and if awarded, funds from the grant will cover the expenditure; and

**WHEREAS**, the Township Manager has recommended that Gracie & Harrigan Consulting Foresters, Inc., 210 Main Street, Gladstone, NJ 07934 be awarded a contract to assist in the creation of a community forestry management plan and a street tree inventory; and

**THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that Gracie & Harrigan Consulting Foresters, Inc. is hereby awarded a contract for providing painting services not to exceed \$19,000 without further authorization of the Governing Body.

**BE IT FURTHER RESOLVED** that the Township Manager and the Municipal Clerk are hereby authorized to enter into an agreement for the aforementioned services a copy of which shall be available for public inspection in the Office of the Municipal Clerk.

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON SEPTEMBER 8, 2025**

**JENNIFER KIERNAN, RMC, CMC  
MUNICIPAL CLERK**

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, NEW JERSEY



VERONA COMMUNITY CENTER  
880 BLOOMFIELD AVENUE  
VERONA, NEW JERSEY 07044

MUNICIPAL BUILDING  
600 BLOOMFIELD AVENUE  
VERONA, NEW JERSEY 07044  
(973) 239-3220  
WWW.VERONANJ.ORG

DEPARTMENT OF PUBLIC WORKS  
10 COMMERCE COURT  
VERONA, NEW JERSEY 07044

**REQUEST FOR RESOLUTION TO AWARD A CONTRACT**

1. Department Shade Tree
2. Name of Vendor Gracie & Harrigan Consulting, Inc
3. Description of services to be provided by the vendor  
Community Forestry Management Plan & Street Tree Inventory  
\_\_\_\_\_  
\_\_\_\_\_
4. Are quotes required? (Note: You should obtain 2 quotes if the Not to Exceed amount is greater than \$6,600 unless not required or practical (see below))  
☐ YES – quotes are submitted with this form ☒ NO – not required\* ☐ NO – not practical\*  
\*Explain why quotes are not required or not practical:  
Professional Services  
\_\_\_\_\_  
\_\_\_\_\_
5. Award Amount (NTE) \$ 19,000
6. Budget Line to be Paid From C-53-46-040-038
7. Form Completed By Agnieszka Brynczka
8. Date Submitted 08/29/25

**ALL DOCUMENTATION MUST BE SUBMITTED TO THE QPA  
AT LEAST 10 DAYS BEFORE THE NEXT COUNCIL MEETING. (N.J.S.A. 19:44A-20.26)**

FOR OFFICE:

CFO Certification of Funds: \_\_\_\_\_  
Signature

\_\_\_\_\_ Date

May 2025

**PAY TO PLAY  
POLITICAL CONTRIBUTION DISCLOSURE**

Gracie & Harrigan Consulting Foresters, Inc.  
Company Name

| Required<br>by<br>Township<br>of Verona | Item                                                         | Page | Initial each<br>entry, and submit<br>the required form<br>if the box<br>contains an <input checked="" type="checkbox"/> |
|-----------------------------------------|--------------------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/>     | Document Checklist - COMPLETE                                | 2    | <input checked="" type="checkbox"/>                                                                                     |
| <input checked="" type="checkbox"/>     | Vendor Information Sheet - COMPLETE                          | 2    | <input checked="" type="checkbox"/>                                                                                     |
| <input checked="" type="checkbox"/>     | Business Registration Certificate - READ AND SUBMIT          | 3    | <input checked="" type="checkbox"/>                                                                                     |
| <input checked="" type="checkbox"/>     | Business Entity Disclosure Certification - SIGN AND NOTARIZE | 4-5  | <input checked="" type="checkbox"/>                                                                                     |
| <input checked="" type="checkbox"/>     | Political Contribution Disclosure Certification Form - SIGN  | 6-7  | <input checked="" type="checkbox"/>                                                                                     |
| <input checked="" type="checkbox"/>     | Ownership Disclosure Certification Form - SIGN AND NOTARIZE  | 8-11 | <input checked="" type="checkbox"/>                                                                                     |

Corporate Name: Gracie & Harrigan Consulting Foresters, Inc.

Signature: [Signature] Date: 8/25/2025

Print Name: Steven Kallasser Title: SENIOR FORESTER

**RETURN COMPLETED FORMS TO:**

Agnes Brynczka, QPA  
Township of Verona  
600 Bloomfield Avenue  
Verona, New Jersey 07044

ABrynczka@VeronaNJ.org

TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY  
VENDOR INFORMATION SHEET

COMPANY NAME: Gracie & Harrigan Consulting Foresters, Inc.

ADDRESS: P.O. Box 492 (210 Main Street)  
Gladstone, NJ 07934

PHONE NUMBER: 908-781-6711

FAX NUMBER: NA

FEDERAL I.D. NUMBER: 22-3009440

NAME OF PERSON PREPARING BID: STEVEN KALLESSER

PHONE NUMBER: 908-781-6711 EXT. 12

CONTACT PERSON FOR CORRESPONDENCE REGARDING THE PROPOSAL

NAME: STEVEN KALLESSER

ADDRESS: P.O. Box 492 ; 210 MAIN STREET  
GLADSTONE, NJ 07934

PHONE: 908-781-6711 FAX NUMBER: N/A

E-MAIL ADDRESS: steve@gracieharrigan.com

PROJECT COORDINATOR

COMPANY NAME: GRACIE + HARRIGAN CONSULTING FORESTERS, INC.

ADDRESS: P.O. Box 492 ; 210 MAIN STREET, GLADSTONE, NJ 07934

PHONE NUMBER: 908-781-6711

CELL PHONE NUMBER: 908-229-6200

FAX NUMBER: N/A

PERSON TO CONTACT: STEVEN KALLESSER

EMAIL ADDRESS: steve@gracieharrigan.com



**TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY  
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE COMPLIANCE**

*Goods and Services Contracts (including purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor,
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor, or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

*Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor, or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

**TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY**  
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**N.J.S.A. 19:44A-20.8**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

**19:44A-20.6 - Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 - Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"Business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"Interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

**19:44A-3 - Definitions. In pertinent part**

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 - Contributions, expenditures, reports, requirements.**

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$200 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-8)

**TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY**  
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**N.J.S.A. 19:44A-20.8**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gracie & Harrigan Consulting Foresters Inc (company name) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-20.26 that would bar the award of this contract in the one year period preceding Jan 1, 2025 to any of the following named any candidate committee of a candidate for, or holder of, an elective office for the following public entities pursuant to N.J.S.A. 19:44A-20.26.

|                                                     |                                              |
|-----------------------------------------------------|----------------------------------------------|
| <b>State of New Jersey:</b>                         | <b>Essex County (continued):</b>             |
| State Senator Kristin M. Corrado – District 40      | County Surrogate Alturrick Kenney            |
| Assemblyman Christopher P. DePhillips – District 40 | County Sheriff Amir D. Jones                 |
| Assemblyman Al Barlas – District 40                 | County Register of Deeds Juan M. Rivera, Jr. |
|                                                     |                                              |
| <b>Essex County:</b>                                | <b>Verona Township Council:</b>              |
| County Democratic Committee                         | Mayor Dr. Christopher Tamburro               |
| County Republican Committee                         | Deputy Mayor Jack McEvoy                     |
| Commissioner Patricia Sebold                        | Councilman Alex Roman                        |
| Commissioner Wayne L. Richardson                    | Councilwoman Christine McGrath               |
| Commissioner Romaine Sermons                        | Councilwoman Cynthia Holland                 |
| Commissioner Brendan W. Gill                        |                                              |
| Commissioner Leonard Luciano                        | <b>Verona Township Board of Education:</b>   |
| County Executive Joseph DiVincenzo                  | Pamela Priscoe                               |
| County Clerk Christopher Durkin                     | Denise Verzella                              |
|                                                     | Diana Ferrera                                |
| <b>Any other municipality within Essex County</b>   | Christopher Wacha                            |
|                                                     | Michael Boone                                |
|                                                     |                                              |

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gracie & Harrigan Consulting Foresters, Inc.

Signature of Affiant:

[Signature]

Title:

Section Forester

Printed Name of Affiant:

Steven Kallesser

Date:

8/20/2025

(Notary Stamp/Seal)

Subscribed and sworn before me this

28 day of August, 2025.

[Signature]

Notary Public

Commission Expires:

July 08, 2028

THOMAS O'DONNELL

Commission # 2375440

Notary Public, State of New Jersey

My Commission Expires

July 08, 2028

**TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY**  
**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**N.J.S.A. 19:44A-20.26**

***This form or its permitted facsimile must be submitted to the local unit  
No later than 10 days prior to the award of the contract.***

## Part I - Vendor Information

|              |                                            |        |               |
|--------------|--------------------------------------------|--------|---------------|
| Vendor Name: | Grade 9 Harrigan Consulting Foresters, Inc |        |               |
| Address:     | PO Box 492, 210 Main Street                |        |               |
| City:        | Gladstone                                  | State: | NJ Zip: 07931 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.I.S.A. 19-44A-20.26 and as represented by the Instructions accompanying this form.

Signature STEVEN KALLESEN Title SENIOR FORESTER

## Part II - Contribution Disclosure

**Disclosure requirement:** Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)



**STATEMENT OF OWNERSHIP**  
**(OWNERSHIP DISCLOSURE CERTIFICATION FORM)**  
*Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)*

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: Gracie d'Harnigan Consulting Foresters, Inc.  
Address of Business: PO Box 492, 210 Main Street, Gladstone, NJ 07934  
Name of person completing this form: Steven Kallosser

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

CONTINUED ON NEXT PAGE

**STATEMENT OF OWNERSHIP**  
**OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**

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

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

**PART I**

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☒ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): \_\_\_\_\_

**PART II**

☒ I certify that the list on the next page contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**CONTINUED ON NEXT PAGE**



**STATEMENT OF OWNERSHIP**  
**OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**

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

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: Heather Gracie

Home Address: 2051 Black River Rd  
Pottersville, NJ 07979

Name: Steven Kallesser

Home Address: 25 Hillside Drive  
Clinton, NJ 08809

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

Home Address: \_\_\_\_\_

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

Home Address: \_\_\_\_\_

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

Home Address: \_\_\_\_\_

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

Home Address: \_\_\_\_\_

Name: Christina Harnigan

Home Address: 11407 Terrapin Pt Rd  
Berlin, MD 21811

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

Home Address: \_\_\_\_\_

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

Home Address: \_\_\_\_\_

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

Home Address: \_\_\_\_\_

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

Home Address: \_\_\_\_\_

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

Home Address: \_\_\_\_\_

**CONTINUED ON NEXT PAGE**

**STATEMENT OF OWNERSHIP**  
**OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)**  
*Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)*

**PART III**

**Any Direct or Indirect Parent Entity Which is Publicly Traded:**

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
\_\_\_\_\_

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn before me this  
28 day of August, 2025.

Thomas O'Donnell  
Notary Public

Commission Expires: July 08, 2028  
(Notary Stamp/Seal)

[Signature]  
Affiant Signature

STEVEN KAULESSON, SENIOR FORESTER  
Affiant Name and Title

(Corporate Seal, if appropriate)

THOMAS O'DONNELL  
Commission # 2375440  
Notary Public, State of New Jersey  
My Commission Expires  
July 08, 2028

END OF STATEMENT OF OWNERSHIP

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3. | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)<br><b>Gracie &amp; Harrigan Consulting Foresters, Inc.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                               |
|                                                        | <b>2</b> Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                               |
|                                                        | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)<br>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><i>(Applies to accounts maintained outside the United States.)</i> |
|                                                        | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                               |
|                                                        | <b>5</b> Address (number, street, and apt. or suite no.). See instructions.<br><b>PO Box 492</b><br><b>6</b> City, state, and ZIP code<br><b>Gladstone, NJ 07934</b><br><b>7</b> List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Requester's name and address (optional)</b>                                                                                                                                                                                                                                                                |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|
| Social security number         |   |   |   |   |   |   |   |   |
|                                |   |   |   | - |   |   |   |   |
| or                             |   |   |   |   |   |   |   |   |
| Employer identification number |   |   |   |   |   |   |   |   |
| 2                              | 2 | - | 3 | 0 | 0 | 9 | 4 | 0 |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person *Ray S. Miller*

Date *7/1/2025*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
ANNUAL REPORT CERTIFICATE**

**GRACIE & HARRIGAN CONSULTING FORESTERS, INC.**  
0100428761

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for GRACIE & HARRIGAN CONSULTING FORESTERS, INC. was submitted on 06/24/2025 for the year: 2025

**Registered Agent and Office**

HEATHER GRACIE  
210 MAIN STREET  
PO BOX 492  
GLADSTONE, NJ 07934

**Main Business Address**

210 Main Street, 1st Floor  
PO Box 492  
Gladstone, NJ 07934

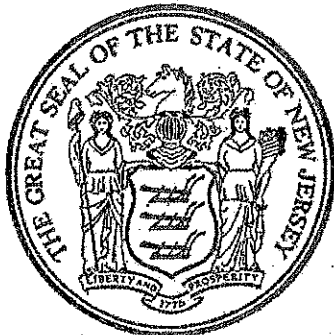
**Principal Business Address**

210 Main Street, 1st Floor  
PO Box 492  
Gladstone, NJ 07934

**Officers and Directors**

PRESIDENT  
HEATHER J GRACIE  
PO BOX 492  
Gladstone, NJ 07934

VICE PRESIDENT  
CHRISTINA L HARRIGAN  
PO Box 492  
Gladstone, NJ 07934



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal, this  
24th day of June, 2025

*Elizabeth Maher Muoio*

Certificate Number: 2908079295  
Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

Elizabeth Maher Muoio  
State Treasurer



04/03/12

Taxpayer Identification# 223-009-440/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N. J. 08646-0252

TAXPAYER NAME:

GRACIE & HARRIGAN CONSULTING FORESTERS, L.P.

TRADE NAME:

ADDRESS:

23 DUMONT RD  
FAR HILLS NJ 07931

SEQUENCE NUMBER:

0557350

EFFECTIVE DATE:

01/09/90

ISSUANCE DATE:

04/03/12



Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

*Providing Forest  
Management Services  
For Over 40 Years.*



**Gracie & Harrigan**  
Consulting Foresters, Inc.

210 Main Street PO Box 492 Gladstone, NJ 07934  
T. 908.781.6711

Heather J. Gracie-Petty, CF  
Christina L. Harrigan, CF  
Steven W. Kalleser, CF  
Alexander Kelchner, CF

August 04, 2025

Verona Township  
ATTN: Chuck Molinaro  
10 Commerce Court  
Verona, NJ 07044

Dear Mr. Molinaro,

**Scope of Work: Community Forestry Management Plan & Street Tree Inventory**

We are prepared to develop the next Community Forestry Management Plan and Inventory for Verona Township. The details for each area to be inventoried is listed below.

- **Community Forestry Management Plan (CFMP)**

This project entails the development of a 5-year Community Forestry Management Plan to guide the care, maintenance, and expansion of public trees within the municipality, providing a framework for sustainable management practices.

- Cost for CFMP \$5,000.00

- **Street trees, Borough owned trees within R.O.W.'s and Trees in the Adopt a Tree Program (if you have such a program)**

A full comprehensive inventory of street trees, trees within the Adopt a Tree program, and trees on borough-owned trees within the right of ways. Data to be collected on each tree or any tree within striking distance of structures on private property that is 6" or more in diameter: scientific and common name, diameter of each tree at breast height (DBH), current height, potential height, condition rating, location through a GPS point, notes, and any potential vacant planting sites. Any tree receiving a poor to dead condition rating will then have a level one risk assessment performed. Any tree we deem may need more than just a level one risk assessment; it will need to be assessed by a certified arborist who holds a tree risk assessment certification.

- Cost for Street Tree Inventory \$14,000.00

Use of the above data in this new Community Forestry Management Plan will incorporate all required elements and relevant information outlined by the New Jersey Urban & Community Forestry Program and will be designed to meet the program's planning requirements to the best of our ability.

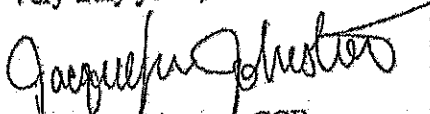
The fee for the above is \$19,000. We will appreciate a submittal of \$5,000 with the acceptance of this letter, with \$10,000 due upon submission of the final draft to you, and



the final \$4,000 due upon acceptance by DEP Forest Service's Urban & Community Forestry Program. Following the Plan preparation, if there is any work needed in the following years for any related matters. Our time is currently billed at an hourly rate of \$140.

If this is agreeable, please return a signed copy of this letter, and we will schedule our field work soon.

Very truly yours,

  
Jacquelyn Johnston, CCF

Terms of this letter are satisfactory and agreed:

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

/s/: \_\_\_\_\_

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**PERMITTING THE REMOVAL OF AN EXTRAORDINARY TREE PURSUANT TO  
CHAPTER 493, ARTICLE II, PARAGRAPH 21(C) OF THE CODE OF THE  
TOWNSHIP**

**WHEREAS**, the property owner at 27 Lakeview Place, Block 612, Lot 22, has requested a permit to remove two (2) Ash trees located on their property; and

**WHEREAS**, both trees have a diameter exceeding forty-nine (49) inches, said trees are defined as extraordinary trees in Chapter 493, Article II of the Township Code; and

**WHEREAS**, the Township Forester has reported that the trees are infested with the Emerald Ash Borer and determined to be dead; and

**WHEREAS**, Chapter 493, Article II, paragraph 21(C) of the Township Code states that removal of extraordinary trees shall be prohibited except upon the specific written recommendation of the Zoning Official after consultation of the Township Forester and approval by resolution of the Township Council; and

**WHEREAS**, the Zoning Official is in agreement with the Township Forester’s recommendation as stated in the attached memorandum.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Verona that the property owner is permitted to remove the extraordinary trees.

**BE IT FURTHER RESOLVED**, that this resolution shall serve as the written authorization pursuant to Chapter 493, Article II, Paragraph 21(C).

**ROLL CALL:**  
**AYES:**  
**NAYS:**  
**ABSENT:**  
**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A  
RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT  
A REGULAR MEETING HELD ON SEPTEMBER 8, 2025.**

**JENNIFER KIERNAN, RMC, CMC  
MUNICIPAL CLERK**

**TOWNSHIP OF VERONA**  
**COUNTY OF ESSEX, NEW JERSEY**

**TOWNSHIP MANAGER**  
**KEVIN O'SULLIVAN**

**TOWNSHIP CLERK**  
**JENNIFER KIERNAN**



**DEPUTY MANAGER**  
**MICHAEL KRAUS**  
**TOWNSHIP ATTORNEY**  
**BRIAN J. ALOIA, ESQ.**

**VERONA COMMUNITY CENTER**  
880 BLOOMFIELD AVENUE  
VERONA, NEW JERSEY 07044

**MUNICIPAL BUILDING**  
600 BLOOMFIELD AVENUE  
VERONA, NEW JERSEY 07044  
(973) 239-3220  
[WWW.VERONANJ.ORG](http://WWW.VERONANJ.ORG)

**DEPARTMENT OF PUBLIC WORKS**  
10 COMMERCE COURT  
VERONA, NEW JERSEY 07044

**Zoning Office**

**880 Bloomfield Avenue, Verona, NJ 07044**

**973-857-4772**

**MEMORANDUM**

**September 2, 2025**

**TO: Jennifer Kiernan, Township Clerk**  
**FROM: Kathleen Miesch, Zoning Official**  
**RE: Extraordinary Tree(s) - Removal – 27 Lakeview Place, Block 612, Lot 22**

Please accept this as a request for the Township Council to approve the removal of two extraordinary trees on the property known as **27 Lakeview Place, Block 612, Lot 22**. The extraordinary trees are a 42 inch DBH Ash tree and a 49 inch DBH Ash tree (DBH is the standard measurement of a tree's trunk diameter taken at 4.5 feet above ground level on the uphill side of the trunk). Attached please find the letter from the Township Forester, Greg Dujets, Dujets Tree Experts dated August 25, 2025 confirming the condition of the trees. The trees are reported as being infested with the emerald ash borer. The trees are determined to be dead and the recommendation is for removal of both trees.

Per § 493-18 An extraordinary tree is defined as any tree with a DPM of 36 inches or greater or any tree designated by the Township Council as an historic or landmark tree and such other trees or species of tree as the Council may, from time to time, designate as an extraordinary tree.

Per § 493-21 C. Extraordinary trees shall be maintained in a living condition, and it shall be unlawful for any person to harm or remove said tree without an approved tree removal permit. All reasonable efforts shall be made to preserve extraordinary trees, including, but not limited to, if feasible, relocation of infrastructure, roadways, and buildings. Removal of extraordinary trees shall be prohibited except upon the specific written recommendation of the Zoning Official after consultation of the Township Forester and approval by resolution of the Township Council.



54 Notch Road  
Woodland Park, NJ 07424  
(973) 256-0007  
[www.dujetstree.com](http://www.dujetstree.com)  
[gregdujets@dujetstree.com](mailto:gregdujets@dujetstree.com)

August 25, 2025

27 Lakeview Pl:

The 42" DBH ash tree and the 49" DBH ash tree in the rear of the backyard are infested with the emerald ash borer. Both the ash trees are dead and should be removed.

Thanks

Greg Dujets  
NJ LTE #559

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-\_\_

A motion was made by       seconded by       that the following resolution be adopted:

**CANCEL TAXES BLOCK 1103 LOT 5 TOTALLY EXEMPT VETERAN**

**WHEREAS**, the Tax Collector was notified from the Tax Assessor’s office that Block 1103 Lot 5, property known as 5 Ann Street, as of September 2, 2025 should be totally exempt due to the owner being a totally disabled veteran, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Tax Collector be authorized to cancel a portion of the 3<sup>rd</sup> quarter billing and the balance of 2025 billing on Block 1103, lot 5.

**ROLL CALL VOTE:**

- AYES:**
- NAYS:**
- ABSENT:**
- ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT THE REGULAR MEETING HELD ON SEPTEMBER 8, 2025.**

**JENNIFER KIERNAN, RMC, CMC  
MUNICIPAL CLERK**

**TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY**

**RESOLUTION No. 2025-**

A motion was made by \_\_\_\_\_ ; seconded by \_\_\_\_\_ that the following resolution be adopted:

**PERMITTING ITEMS TO BE DISCUSSED IN EXECUTIVE SESSION**

**WHEREAS**, Section 8 of the Open Public Meetings Act, Chapter 231, P.L. 1975, 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 exists.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, County of Essex, State of New Jersey, as follows:

The public shall be excluded from discussion of an action upon the hereinafter specified subject matter.

1. Purchase, Lease or Acquisition of Real Property pursuant to *N.J.S.A. 10:4-12 (5)*
2. Pending, Ongoing, or Anticipated Litigation and Contract Negotiations pursuant to *N.J.S.A. 10:4-12 (7)*

**ROLL CALL:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON SEPTEMBER 8, 2025.**

**JENNIFER KIERNAN, RMC, CMC  
MUNICIPAL CLERK**

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2025-

FIXING THE SALARIES AND COMPENSATION OF THE PAID OFFICERS AND  
EMPLOYEES OF THE TOWNSHIP FOR THE 2025, 2026 AND 2027 CALENDAR  
YEARS

BE IT ORDAINED by the Township Council of the Township of Verona, in the County of Essex,  
State of New Jersey as follows:

SECTION 1: That for the calendar year 2024, the salaries and compensations of the various paid  
officers and employees of the Township of Verona shall be at the following rates:

| <u>Department/Position</u>                            | <u>Minimum</u> | <u>2025</u><br><u>Maximum</u> | <u>2026</u><br><u>Maximum</u> | <u>2027</u><br><u>Maximum</u> |
|-------------------------------------------------------|----------------|-------------------------------|-------------------------------|-------------------------------|
| <b><u>Office of the Municipal Clerk</u></b>           |                |                               |                               |                               |
| Municipal Clerk                                       | \$100,000      | \$106,901                     | \$109,841                     | \$112,862                     |
| <b><u>Office of the Township Manager</u></b>          |                |                               |                               |                               |
| Township Manager                                      | \$180,000      | \$186,000                     | \$191,000                     | \$196,000                     |
| Deputy Township Manager                               | \$120,000      | \$145,000                     | \$148,988                     | \$153,085                     |
| Confidential Secretary to the<br>Township Manager *   | \$75,000       | \$81,022                      | \$85,427                      | \$90,111                      |
| <b><u>Division of Buildings and Grounds</u></b>       |                |                               |                               |                               |
| Supervisor of Buildings &<br>Grounds                  | \$127,186      | \$135,963                     | \$139,702                     | \$143,544                     |
| <b><u>Department of Building &amp; Inspection</u></b> |                |                               |                               |                               |
| Construction Code Official                            | \$130,783      | \$139,809                     | \$143,654                     | \$147,604                     |
| <b><u>Department of Community Services</u></b>        |                |                               |                               |                               |
| Director of Community<br>Services                     | \$90,000       | \$110,000                     | \$113,025                     | \$116,133                     |
| <b><u>Department of Finance</u></b>                   |                |                               |                               |                               |
| CMFO/Tax Collector                                    | \$130,000      | \$136,247                     | \$139,993                     | \$143,843                     |
| <b><u>Department of Public Works</u></b>              |                |                               |                               |                               |
| Superintendent of Public<br>Works                     | \$135,304      | \$144,641                     | \$148,619                     | \$152,706                     |
| <b><u>Office of the Tax Assessor -</u></b>            |                |                               |                               |                               |
| Tax Assessor (Part Time)                              | \$62,631       | \$66,954                      | \$68,795                      | \$70,687                      |

*\*2025 Maximum Equals OPEIU Scale Grade 2 Step 3, 2026 Equals Grade 2 Step 4, 2027 Equals Grade 2 Step 5*

SECTION 2: Salaries recorded above are base salaries.

SECTION 3: The salaries herein fixed shall be paid semi-monthly, unless the method of payment  
is changed by resolution of the Township Council.

SECTION 4: Such salaries respectively shall be in lieu of any and all fees to which the respective  
incumbents of said officers might be otherwise entitled to by statute of ordinance which fee immediately  
upon collection thereof shall be paid over to the Township Treasurer for the use of the Township.

SECTION 5: The salaries and compensation shall be j January 1, 2025 unless specified.

SECTION 6: This ordinance shall take effect after final adoption and publication and otherwise  
as provided by law.

ATTEST:

JENNIFER KIERNAN  
MUNICIPAL CLERK

NOTICE  
I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED IN THE STAR LEDGER, A NEWSPAPER PUBLISHED IN THE COUNTY OF ESSEX AND CIRCULATED IN THE TOWNSHIP OF VERONA, IN THE ISSUE OF XXX AND XXX.

JENNIFER KIERNAN, CMC  
MUNICIPAL CLERK

INTRODUCTION:  
PUBLIC HEARING:  
EFFECTIVE DATE: