

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



**TOWNSHIP COUNCIL AGENDA**

REGULAR MEETING

7:00 P.M.

JANUARY 6, 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 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 for this meeting can be viewed online at [www.veronanj.org/councilmeetings](http://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**

1. Julius N. Coltre, Essex County Liaison

**E. REPORT OF THE TOWNSHIP MANAGER**

1. Deputy Manager's Report

**F. COUNCILMEMBERS' REPORTS**

**G. HEARING ADOPTION OR AMENDMENT OF ORDINANCES**

**H. ORDINANCES FOR INTRODUCTION**

1. Ordinance No. 2025-\_\_\_ Bond - Salt Trucks \$200,000
2. Ordinance No. 2025-\_\_\_ Authorizing Execution of Franchise Agreement with Comcast

**I. PUBLIC COMMENT ON CONSENT AGENDA ITEMS**

**### CONSENT AGENDA**

**### J. MINUTES**

1. December 16, 2024

**### K. PROPOSED RESOLUTIONS**

1. Resolution No. 2025-\_\_\_ Temporary Appropriations for Operating Expenses
2. Resolution No. 2025-\_\_\_ Cash Management Plan
3. Resolution No. 2025-\_\_\_ Fixing Depositories

**\*\*\*AGENDA SUBJECT TO CHANGE\*\*\***

**TOWNSHIP COUNCIL AGENDA**

**JANUARY 6, 2025**

4. Resolution No. 2025-\_\_\_ Designating Official Newspapers of the Township
5. Resolution No. 2025-\_\_\_ Appropriating Debt Service Requirement \*\*\*
6. Resolution No. 2025-\_\_\_ Authorizing Tax Collector to Make Corrections and/or Adjustment Not Exceeding \$10.00
7. Resolution No. 2025-\_\_\_ Authorizing Tax Collector to Refund Overpayments
8. Resolution No. 2025-\_\_\_ Setting the Rate of Penalties and Grace Period for Receipt of Delinquent Taxes
9. Resolution No. 2025-\_\_\_ Authorizing Settlement of Tax Appeals Resulting in a Reduction Not Exceeding \$10,000
10. Resolution No. 2025-\_\_\_ Authorizing the Filing of Assessor's Tax Appeals, Answers, Counterclaims, Appeals and Cross Appeals in Tax Matters
11. Resolution No. 2025-\_\_\_ Budget Transfers \*\*\*
12. Resolution No. 2025-\_\_\_ Appointment of Public Agency Compliance Officer
13. Resolution No. 2025-\_\_\_ Appointment of Solutions Architecture
14. Resolution No. 2025-\_\_\_ Authorizing Change Order No. 2 for Linn Drive Well
15. Resolution No. 2025-\_\_\_ Appointing Brown & Brown as Risk Manager of the Township
16. Resolution No. 2025-\_\_\_ Authorizing Submission of a DCA LRIG Grant Application
17. Resolution No. 2025-\_\_\_ Authorizing an Agreement with the New Jersey Intergovernmental Insurance Fund (NJEIF)
18. Resolution No. 2025-\_\_\_ Authorizing the Execution of an Agreement with the Township of Cedar Grove for Medical Transport Services
19. Resolution No. 2025-\_\_\_ A Resolution for NJ Transit Designating Official Bus Stops on County Road 506 (Lakeside Avenue)
20. Resolution No. 2025-\_\_\_ Authorizing a Contract with Boswell Engineering for the Improvements of the Community Pool
21. Resolution No. 2025-\_\_\_ Authorizing a Contract with Boswell Engineering for Improvement of the Pickle Ball/Tennis Courts at the Community Pool
22. Resolution No. 2025-\_\_\_ Authorizing the Execution of a Grant Agreement with the NJEDA Local Property Acquisition Grant Program
23. Resolution No. 2025-\_\_\_ 2025 Qualified Communities
24. Resolution No. 2025-\_\_\_ Executive Session

### L. **LICENSES AND PERMITS**

1. 2025 Towing Contractors for the Township
  - a. Ajaco Towing
  - b. C&L Towing
  - c. ECRB Towing

M. **ADDENDUM**

N. **NEW/UNFINISHED BUSINESS**

1. Discussion on an ordinance amending A565-3 of the Township Code to Include a Business and Rental Unit Liability Insurance Registration Fee
2. Discussion on an ordinance to amend Chapter 5 of the Township Code
3. Discussion on Pool rates

O. **PUBLIC COMMENT**

P. **EXECUTIVE SESSION**

Q. **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, listed on the agenda as items "I" and  
"O" 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**

**ORDINANCE No. 2025-\_\_\_**

**BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF TWO SALT TRUCKS WITH EQUIPMENT IN AND BY THE TOWNSHIP OF VERONA, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$200,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$190,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.**

**BE IT ORDAINED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey (with not less than two-thirds of all members thereof affirmatively concurring), as follows:

**SECTION 1.** The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Township of Verona, in the County of Essex, New Jersey (the "Township"), as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$200,000, including the sum of \$10,000 as the down payment required by the Local Bond Law. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

**SECTION 2.** In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$190,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

**SECTION 3.** (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is the acquisition of two salt trucks with equipment, including costs necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

**SECTION 4.** All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall

bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

**SECTION 5.** The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

**SECTION 6.** The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Township may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 5 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Municipal Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the

Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$190,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$40,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

(e) This bond ordinance shall be deemed to fund the emergency appropriation for this purpose authorized by resolution of the Township Council adopted December 2, 2024. This bond ordinance is funding this emergency appropriation for introduction and final adoption in 2025 prior to the adoption of the budget. Upon the effective date of this ordinance actions authorized or taken under the emergency appropriation shall be deemed to be taken pursuant to this bond ordinance.

**SECTION 7.** The Township hereby makes the following covenants and declarations with respect to obligations determined to be issued by the Chief Financial Officer on a tax-exempt basis. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the obligations. The Chief Financial Officer is hereby authorized to act on behalf of the Township to deem the obligations authorized herein as bank qualified for the purposes of Section 265 of the Code, when appropriate. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

**SECTION 8.** Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

**SECTION 9.** The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be

distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

**SECTION 10.** The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

**SECTION 11.** This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond 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

ORDINANCE No. 2025-XX

**AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO  
COMCAST OF NEW JERSEY II, LLC TO CONSTRUCT, CONNECT,  
OPERATE AND MAINTAIN A CABLE TELEVISION AND  
COMMUNICATIONS SYSTEM IN THE MUNICIPALITY OF  
VERONA, ESSEX COUNTY, NEW JERSEY**

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

**SECTION 1. PURPOSE OF THE ORDINANCE.**

The Township hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets alleys, sidewalks, easements, public ways and public places in the Township, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus, and equipment as may be necessary for the construction, operation and maintenance in the Township of a cable television and communications system.

**SECTION 2. DEFINITIONS.**

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms in supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. § 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "Township" or "Municipality" is the Township of Verona, County of Essex, State of New Jersey.
- b. "Company" or "Comcast" is the grantee of rights under this Ordinance and is known as Comcast of New Jersey II, LLC.
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. § 48:5A-1, et seq.
- d. "FCC" is the Federal Communications Commission.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board.
- g. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. "Application" is the Company's Application for Renewal of Municipal Consent.
- i. "Primary Service Area" or "PSA" consists of the area of the Township currently served with existing plant as set forth in the map annexed to the Company's Application for Municipal Consent.

**SECTION 3. STATEMENT OF FINDINGS.**

A public hearing concerning the consent herein granted to the Company was held after proper public notice pursuant to the terms and conditions of the Act. Said hearing having been held and fully open to the public, and the municipality having received all comments regarding the qualifications of the Company to receive this consent, and the representations of the Company that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company's operating and construction arrangements are adequate and feasible.

#### **SECTION 4. DURATION OF FRANCHISE.**

The non-exclusive Municipal Consent granted herein shall expire twelve (12) years from the date of expiration of the previous Certificate of Approval issued by the Board.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Municipality shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval; provided however, that the Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

#### **SECTION 5. FRANCHISE FEE.**

Pursuant to the terms and conditions of the Act, N.J.S.A. 48:5A-30(d), the Company shall, during each year of operation under the consent granted herein, pay to the Municipality 3.5% of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Municipality or any higher amount permitted by the Act or otherwise allowable by law. The current franchise fee paid to the Township is 3.5%.

#### **SECTION 6. FRANCHISE TERRITORY.**

The consent granted under this Ordinance for the renewal of the franchise shall apply to the entirety of the Township and any property subsequently annexed hereto.

#### **SECTION 7. EXTENSION OF SERVICE.**

The Company shall be required to proffer service to any residence along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. Any extension of plant beyond the Primary Service Area shall be governed by the Company's Line Extension Policy, as set forth in the Company's Application, with a HPM ("homes-per-mile") of 35 dwellings per linear mile from the nearest active trunk or feeder line.

#### **SECTION 8. CONSTRUCTION REQUIREMENTS.**

- a. Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as reasonably good a condition as existed prior to the commencement of said work. Permits are required for work through the Township of Verona Construction Code office, any associated fee will be waived.
- b. Relocation: If at any time during the period of this consent, the Township shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Township, shall remove, re-lay or relocate its equipment, at the expense of the Company.
- c. Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and

overhanging streets, alleys, sidewalks or other public places of the Township so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables.

#### **SECTION 9. CUSTOMER SERVICE.**

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.

#### **SECTION 10. MUNICIPAL COMPLAINT OFFICER.**

The Office of Cable Television is hereby designated as the Complaint Officer for the Township pursuant to N.J.S.A. § 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. § 14:17-6.5. The Township shall have the right to request copies of records and reports pertaining to complaints by Township customers from the OCTV.

#### **SECTION 11. LOCAL OFFICE.**

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. § 14:18-5.1 for the purpose of receiving, investigating, and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters.

#### **SECTION 12. PERFORMANCE BOND.**

During the life of the franchise the Company shall give to the Township a bond in the amount of twenty-five thousand (\$25,000) dollars. Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

#### **SECTION 13. SUBSCRIBER RATES.**

The rates of the Company shall be subject to regulation as permitted by federal and state law.

#### **SECTION 14. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

- a. The Company shall continue to provide a dedicated local access channel maintained by the Company for the purpose of cablecasting non-commercial educational and government access programming.
- b. The Company shall continue to maintain the two existing fiber optic return lines located at Verona Public Library 17 Gould St. and Verona Community Center 880 Bloomfield Ave. The Company shall take any steps that are necessary to ensure that the signals originated on the access channels are carried without material degradation, and with a signal whose quality is equal to that of the other standard channels that the Company transmits.
- c. The Company does not relinquish its ownership of or ultimate right of control over a channel by designating it for E/G access use. An EG access user - whether an

educational or government user - acquires no property or other interest by virtue of the use of a channel so designated and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.

- d. The Company shall not exercise editorial control over any educational or governmental access channel, except Company may refuse to transmit any educational or governmental access program or portion of any educational or governmental access program that contains obscenity, indecency, or nudity.
- e. Educational Access. "Educational Access" shall mean noncommercial use by educational institutions such as public or private schools, but not "home schools," community colleges, and universities.
- f. Governmental Access. "Government Access" shall mean noncommercial use by the Township for the purpose of showing the local government at work.
- g. Company Use of Fallow Time. Because blank or underutilized E/G channels are not in the public interest, in the event the Township or other qualified E/G access users elect not to fully program their E/G access channel, Company may program unused time on those channels subject to reclamation by the Township upon no less than 60 days written notice.
- h. Indemnification. The Township shall indemnify Company for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties on the EG channel and from claims arising out of the rules for or administration of E/G access channel and its programming.

#### **SECTION 15. COMMITMENTS BY THE COMPANY**

- a. Upon written request by the Township, the Company will provide Limited Basic or a similar tier of cable television service on one (1) outlet at no cost to each qualified existing school in the Township, public and private, elementary, intermediate, and secondary, provided the school is within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school requesting service.
- b. Upon written request by the Township, the Company will provide Limited Basic or a similar tier of cable television service at no cost on one (1) outlet to each qualified existing police, fire, emergency management facility, public works and public library in the Township, provided the facility is located within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Township.
- c. The Company will continue to provide courtesy service at no cost to the Township owned and operated facilities listed in Appendix A.
- d. Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Township a one-time E/G Access Capital Grant in the amount of seventy-five thousand dollars (\$75,000) to meet the identified E/G Access capital needs of the community.
- e. Company representatives shall appear at least once annually, upon written request of the Township, at a public meeting of the governing body, to discuss matters pertaining to the provision of cable services to residents of the township and other related issues as the township and company may deem appropriate.
- f. The Communications Act of 1934, as amended [47 U.S.C. §543 (b)], allows the Company to itemize and/or identify: (1.) the amount on the subscriber bill assessed as a franchise fee and the identity of the governmental authority to which the fee is paid; (2.) the amount on the bill assessed to satisfy any requirements imposed on the

Company by the cable franchise to support public, education, and/or governmental access channels or the use of such channels; and (3.) any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The Company reserves its external cost, pass-through rights to the full extent permitted by law.

**SECTION 16. EMERGENCY USES.**

- a. The Company will comply with the Emergency Alert System (“EAS”) rules in accordance with applicable state and federal statutes and regulations.
- b. The Company shall in no way be held liable for any injury suffered by the Township or any other person, during an emergency, if for any reason the Township is unable to make full use of the cable television system as contemplated herein.

**SECTION 17. LIABILITY INSURANCE.**

The Company shall always maintain a comprehensive general liability insurance policy with a single limit amount of One Million Dollars (\$1,000,000) covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or “umbrella”) policy in the amount of Five Million Dollars (\$5,000,000).

**SECTION 18. INCORPORATION OF THE APPLICATION.**

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with application State or Federal law.

**SECTION 19. COMPETITIVE EQUITY.**

Should the Township grant municipal consent for a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. § 14:17-6.7.

**SECTION 20. SEPARABILITY.**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the Ordinance.

**SECTION 21. PROPRIETARY INFORMATION**

The Company shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Township agrees to treat any information disclosed by the Company as confidential and only to disclose it to those employees, representatives, and agents of the Township that have a need to know to enforce this Ordinance Agreement and who agree to maintain the confidentiality of all such information.

The Company shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the

calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Company to be competitively sensitive. The Company may make proprietary or confidential information available for inspection but not copying or removal by the Township’s representative. In the event that the Township has in its possession and receives a request under a state “sunshine,” public records, or similar law for the disclosure of information the Company has designated as confidential, trade secret or proprietary, the Township shall notify the Company of such request and cooperate with Company in opposing such request.

**SECTION 22. FORCE MAJEURE.**

The Company shall not be liable or responsible for, in whole or in part, any delay or failure to perform any of its obligations hereunder which may result from accidents, pandemics, floods, fires, earthquakes, tornadoes or other acts of God; war, acts of war (whether or not a declaration of war is made), civil disobedience; civil disturbance, sabotage or vandalism, customer tampering or interference, or act of public enemy; strikes, other labor or job actions or unavailability of materials or equipment; or other events or circumstances beyond the reasonable control of the Company.

**SECTION 23. THIRD PARTY BENEFICIARIES.**

Nothing in this Franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

**SECTION 24. NEW DEVELOPMENTS**

The Township, for its part, shall endeavor to exercise reasonable efforts to require developers and utility companies to provide the Company with at least fifteen (15) days advance notice of an available open trench for the placement of necessary cable.

**SECTION 25. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon issuance of a Renewal Certificate of Approval from the BPU.

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  
MUNICIPAL CLERK

INTRODUCTION:  
ADOPTION:  
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:

**TEMPORARY APPROPRIATIONS FOR OPERATING PURPOSES**

**WHEREAS**, N.J.S.A. 40A:4-19 provides that, where any contracts, commitments, or payments are to be made prior to the adoption of the 2025 budget, temporary appropriations be made for the purpose and amount required in the manner and time therein provided; and

**WHEREAS**, the total appropriation in the 2025 budget, exclusive of any appropriations made for principal and interest of debt, public assistance, and capital improvement fund, is the sum of \$22,353,959.69 for the Current Fund, \$6,453,771 for the Water/Sewer Utility Fund, and \$145,000 for the Pool Utility; and

**WHEREAS**, the temporary budget shall not exceed 26.25% of the total appropriations in the 2022 budget, exclusive of any appropriations made for principal and interest of debt, public assistance, and capital improvement fund, which is the sum of \$6,000,000 for the Current Fund, \$1,800,000 for the Water/Sewer Utility Fund, and \$130,000 for the Pool Utility Fund.

**NOW, THEREFORE, BE IT RESOLVED BY** the Township Council of the Township of Verona, County of Essex, that the following temporary appropriations for 2025 operating purposes be made in the amount of \$5,860,000 for the Current Fund, \$1,690,000 for the Water/Sewer Utility Fund, and \$130,000 for the Pool Utility Fund.

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
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:

**ADOPTING A CASH MANAGEMENT PLAN**

**WHEREAS**, it is in the best interest of the Township of Verona to earn additional revenue through the investment and prudent management of its cash receipts; and

**WHEREAS**, the Local Fiscal Affairs Law requires that each local unit shall adopt a cash management plan.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that the following shall constitute the Cash Management Plan for the Township of Verona and the Township of Verona shall deposit and manage its funds pursuant to this plan:

**Definitions**

1. Treasurer shall mean the Chief Financial Officer/Treasurer of the Township of Verona.
2. Fiscal year shall mean the twelve-month period beginning January 1 ending December 31.
3. Cash Management Plan shall mean the plan as approved by this resolution.

**Designation of Depositories**

1. At least once each fiscal year the Township Council shall by resolution designate the depositories for the Township of Verona in accordance with *N.J.S.A. 40A:5-14*.

**Audit Requirement**

1. The Cash Management Plan shall be subject to the annual audit conducted pursuant to *N.J.S.A. 40A:5-4*.

**Authority to Invest**

1. The Chief Financial Officer and the Township Manager shall make and be responsible for municipal deposits and investments.

**Investment Instruments**

1. In accordance with the Local Fiscal Affairs Law, the Chief Financial Officer/Treasurer may use moneys which may be in hand for the purchase, at his/her discretion, of any of the types of securities listed under *N.J.S.A. 40A:5-15.1a*, and if said security is suitable for registry, may be registered in the name of the Township.

**Records and Reports**

1. The Chief Financial Officer/Treasurer shall report all investments in accordance with *N.J.S.A. 40A:5-15.2*.
2. At a minimum the Chief Financial Officer/Treasurer shall:
  - a. Keep a record of all investments.
  - b. Keep a cash position record, which reveals on a daily basis, the status of the

Township's cash in its bank accounts.

- c. Report monthly to the Township Council as to the status of cash balances in bank accounts, revenue collection and cash receipts and disbursements

**Cash Flow**

1. The Chief Financial Officer/Treasurer shall ensure that the Township's accounting system provides regular information concerning the Township's cash position and investment performance.
2. All monies shall be turned over to the Tax Collector/Chief Financial Officer/Treasurer and deposited in accordance with *N.J.S.A. 40A:5-15*.
3. The Chief Financial Officer/Treasurer is authorized and directed to invest surplus funds of the Township of Verona as the availability of the funds permit. In addition, it shall be the responsibility of the Chief Financial Officer/Treasurer to minimize the possibility of idle cash by depositing the Township's monies in interest bearing accounts wherever practical and in the best interest of the Township of Verona.
4. The Chief Financial Officer/Treasurer shall ensure that funds are borrowed for Capital Projects in a timely fashion.
5. The Chief Financial Officer/Treasurer is authorized to make de minimums petty cash disbursements upon being presented a Receipt of Petty Cash slip, detailing the nature of the expenditure not to exceed \$60.00. The expense will be supported by an original receipt and will be approved by the employee's supervisor and also the Chief Financial Officer/Treasurer.

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
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:

**RESOLUTION FIXING DEPOSITORIES**

**WHEREAS**, *N.J.S.A. 40A:5-14* provides that monies held in any separate fund shall be treated as monies held in trust and shall not be diverted to any other purposes.

**NOW, THEREFORE, BE IT RESOLVED** that Investors Bank, New York Community Bank, Kearny Bank and BCB Bank shall be authorized as the depository for the separate funds of the Township and that the custodian shall be Chief Financial Officer/Treasurer, Jennifer Muscara.

**BE IT FURTHER RESOLVED** that all withdrawals for the following accounts shall be on orders signed by at least two of the authorized officers. The authorized officers for the following accounts shall be the Mayor, Chief Financial Officer and Township Manager.

- Claims Fund
- Current Fund
- General Capital Fund
- Water/Sewer Utility Operating Fund
- Water/Sewer Utility Capital Fund
- Swimming Pool Utility Operating Fund
- Swimming Pool Utility Capital Fund
- All Payroll Funds
- State Unemployment Compensation Insurance Account
- Animal Control Funds
- Development Fee Trust Funds
- Affordable Housing Trust Funds
- Open Space Trust Funds
- Trust Funds (Other/Escrow)
- Check Clearing Account

**BE IT FURTHER RESOLVED** that all withdrawals for the following account shall be on orders signed by the Municipal Court Administrator and the Judge of the Municipal Court.

- All Court Funds

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
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:

**RESOLUTION DESIGNATING OFFICIAL NEWSPAPER FOR ALL  
ADVERTISEMENTS AND NOTICES AND DESIGNATING TWO  
NEWSPAPERS TO RECEIVE NOTICE OF MEETING**

**WHEREAS**, *N.J.S.A. 40:53.1* permits the governing body of every municipality to designate official newspapers for the publication of all advertisements and notices required by law to be published; and

**WHEREAS**, the Open Public Meetings Act, *N.J.S.A.10:4-6 et seq.*, requires the governing body of each municipality to designate two newspapers to receive the notices of its meetings.

**WHEREAS**, all municipal advertisements shall be published in one or both of the designated official newspapers according to the various statutory provisions; and

**WHEREAS**, the Township Council of the Township of Verona is desirous of designating two official newspapers for the purpose of satisfying the requirements of these statutes; and

**WHEREAS**, the VERONA-CEDAR GROVE TIMES and THE STAR LEDGER, a newspaper published within the County of Essex meets the statutory criteria for designation as the official newspapers for the Township of Verona.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that the VERONA-CEDAR GROVE TIMES and THE STAR LEDGER be hereby designated as the official newspapers for all advertisements and notices of the Township of Verona required to be published.

**BE IT FURTHER RESOLVED** that the VERONA-CEDAR GROVE TIMES and THE STAR LEDGER be hereby designated as the two newspapers to receive the notices required by the Open Public Meetings Act.

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
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:

**APPROPRIATING DEBT SERVICE REQUIREMENT**

**WHEREAS**, N.J.S.A. 40A:4-19 provides authority for appropriating in a temporary resolution the permanent debt service requirement for the coming fiscal year providing that such resolution is not made earlier than the last ten days of the preceding fiscal year; and

**WHEREAS**, the date of this resolution is subsequent to that date; and

**WHEREAS**, the debt payments are due prior to our budget being adopted; and

**WHEREAS**, principal and interest will be due on various dates from January 1, 2025 to December 31, 2025 inclusive, in sundry bonds issued and outstanding.

**NOW THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Verona, County of Essex, New Jersey, that the following appropriations be made to cover the period from January 1, 2025 to May 1, 2025 inclusive:

<b>DEBT SERVICE GENERAL IMPROVEMENT</b>	
Bond Principal	\$ 1,225,000
Interest on Bonds	\$ 225,970
Green Acres Loan	\$ 61,095
<b>DEBT SERVICE - WATER UTILITY</b>	
Bond Principal	\$ 185,000
Interest on Bonds	\$ 58,545
<b>DEBT SERVICE - POOL UTILITY</b>	
Bond Principal	\$ 15,000
Interest on Bonds	\$ 5,160
Legal Installments	\$ 38,700
<b>OPEN SPACE</b>	
Principal	\$ 300,000
Interest	\$ 264,813

- 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 JANUARY 8, 2024.**

**JENNIFER KIERNAN  
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 TAX COLLECTOR TO MAKE CORRECTIONS AND/OR  
ADJUSTMENT NOT EXCEEDING \$10.00**

**WHEREAS**, the Tax Collector has to make certain corrections and adjustments to the accounts in the Tax Collector's Office; and

**WHEREAS**, it is proper bookkeeping procedure to have the Tax Collector's record reflect that there are no monies due and owing; and

**WHEREAS**, *N.J.S.A 40A:5-17.1* allows the Tax Collector to process property tax refunds and cancellations or delinquency of less than \$10.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona in the County of Essex, New Jersey that the Tax Collector is hereby authorized to make any corrections or adjustments to the accounts in the office of the Tax Collector where the correction or adjustment does not exceed \$10.00.

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
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 TAX COLLECTOR TO REFUND  
PROPERTY TAX AND UTILITY OVERPAYMENTS**

**BE IT RESOLVED** by the Township Council of the Township of Verona in the County of Essex, New Jersey that the Tax Collector is hereby authorized to refund property tax and utility overpayments to the accounts in the office of the Tax Collector when deemed appropriate and necessary.

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
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:

**SETTING THE RATE OF PENALTIES AND GRACE PERIOD FOR RECEIPT  
OF DELINQUENT TAXES AND MUNICIPAL CHARGES**

**WHEREAS**, *N.J.S.A. 54:67(a)* permits the governing body to fix the rate of interest to be charged for the nonpayment of taxes, assessments, or other municipal liens or charges on or before the date when they would become delinquent, and may provide that no interest shall be charged if payment of any installment is made within the tenth calendar day following the date upon which the same became payable. The rate so fixed shall not exceed 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00, to be calculated from the date the tax was payable until the date that actual payment to the tax collector is made; and

**WHEREAS**, *N.J.S.A. 54:67(c)* permits the governing body to fix a penalty to be charged to a taxpayer with a delinquency in excess of \$10,000 who fails to pay that delinquency as billed, prior to the end of the fiscal year, the penalty so fixed shall not exceed 6% of the amount of the delinquency with respect to each most recent fiscal year only; and

**WHEREAS**, this legislation is permissive in nature and requires the adoption of a resolution by the governing body imposing the penalty for delinquencies in the municipality; and

**WHEREAS**, it has determined that it is in the best interests of the Township to authorize imposition of such penalty.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that pursuant to *N.J.S.A. 54:4-67(a)* that the interest rate for delinquent taxes and any delinquency for the year 2024 be set at the rate of 8% per annum for amounts under \$1,500 and 18% per annum for amounts over \$1,500 unless otherwise superseded by law, rule, regulation or order of the State.

**BE IT FURTHER RESOLVED** that no interest shall be charged if payment of any installment is made by the 10th of the month after the date upon which the same became payable, effective January 1, 2025. In the event that the 10th of the month falls on a Saturday, Sunday or Legal Holiday, the date of the Grace Period ends with the following working day.

**BE IT FURTHER RESOLVED** that pursuant to *N.J.S.A.54:4-67* the Tax Collector is hereby authorized to impose a penalty of 6% on any delinquent taxes and municipal charges in excess of \$10,000 in addition to the interest charges set forth above.

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
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 THE SETTLEMENT OF TAX APPEALS RESULTING IN A  
REDUCTION NOT EXCEEDING \$10,000.00**

**WHEREAS**, there are tax appeals before the County Tax Board or the Tax Court of New Jersey where the amount of reduction in the total annual taxes as a result of a settlement does not exceed \$10,000.00 per tax year; and

**WHEREAS**, it will be more cost efficient for the Township to permit the Tax Assessor, the Attorney and the Township Manager to settle those tax appeals without the necessity of obtaining Township Council approval by way of a resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that the Tax Assessor, the Attorney and the Township Manager are hereby authorized to settle any tax appeal where the amount of reduction in the total annual taxes as a result of a settlement does not exceed \$10,000.00 per tax year.

**BE IT FURTHER RESOLVED** that all settlements authorized pursuant to this Resolution shall be reported at the next meeting thereafter of the Township Council.

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
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 THE FILING OF ASSESSOR'S TAX APPEALS, ANSWERS, COUNTERCLAIMS, APPEALS AND CROSS APPEALS IN TAX MATTERS ON BEHALF OF THE TOWNSHIP OF VERONA**

**WHEREAS**, statutory tax appeals and other matters and applications affecting the taxation of real property within the Township of Verona are routinely filed with the Essex County Board of Taxation and the Superior Court of New Jersey; and

**WHEREAS**, the Township Council finds it to be in the best interest of the citizens of the Township to authorize and direct the Tax Assessor to take any and all action that he/she deems advisable in such tax matters in order to protect, promote and advance the Township's interest in assuring that each property within the Township is fairly and equitably assessed in accordance with the law; and

**WHEREAS**, the Township Council finds it to be in the best interest of the citizens of the Township to authorize and direct the Township Attorney and/or Special Counsel to assist the Tax Assessor in such tax matters referred to herein;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, County of Essex, State of New Jersey that the Tax Assessor of the Township of Verona be and is hereby authorized and directed to prepare, file, pursue and litigate, if necessary, any Assessor's Tax Appeals, Answers to Tax Appeals, Counterclaims, Appeals and Cross-Appeals in statutory tax appeals and other matters and applications affecting the taxation of real property within the Township of Verona as may be filed with the Essex County Board of Taxation and/or the Superior Court of the State of New Jersey, that the Tax Assessor deems advisable in such tax matters in order to protect, promote and advance the Township's interest in assuring that each property within the Township is fairly and equitably assessed in accordance with the law.

**BE IT FURTHER RESOLVED** that notwithstanding the foregoing, the Tax Assessor shall provide the Township Manager and the Township Council with a quarterly report detailing all pending tax appeals, and shall be required to obtain the prior approval and consent of the Township Council for the following:

1. The settlement of all non-residential tax appeals.
2. The hiring of expert witnesses for purposes other than real property appraisals.
3. The Tax Attorney for the Township of Verona be and are hereby authorized and directed to take any and all action said Attorney deems advisable to assist the Tax Assessor of the Township of Verona in such tax matters as are referred to herein.
4. The Township Manager, Township Tax Assessor, Township Tax Attorney be and are hereby authorized to take all necessary and appropriate actions to carry out the subject and intent of this Resolution.

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
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:

**AUTHORIZE BUDGET TRANSFERS BETWEEN APPROPRIATION  
ACCOUNTS PURSUANT TO NJSA 40A:4-59**

**WHEREAS**, certain transfers of funds for various 2024 budget appropriations are necessary to cover anticipated expenditures; and

**WHEREAS**, N.J.S.A. 40a:4-59 provides for transfer of appropriations with an excess over and above the amount deemed necessary to fulfil their purposes to those appropriations deemed to be insufficient;

**WHEREAS**, the appropriations subject to fund transfers hereby are not within those restricted by N.J.S.A. 40a:4-59 for transfer purposes;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Verona that the Chief Financial Officer shall and is hereby authorized to make transfers between appropriations accounts of the 2024 Municipal Budget as follows:

TO:                      FROM:

Planning Board - Salary and Wages		\$2,000.00
Planning Board - Operating Expenses		\$6,000.00
Zoning Board - Operating Expenses		\$3,000.00
Recreation - Operating Expenses	\$11,000.00	
<b>TOTAL:</b>	<b>\$11,000.00</b>	<b>\$11,000.00</b>

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
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:

**APPOINTING A PUBLIC AGENCY COMPLIANCE OFFICER**

**WHEREAS**, *N.J.A.C. 17:27-3.5* requires a municipality to designate an officer or employee to serve as its Public Agency Compliance Officer; and

**WHEREAS**, it has been determined that the Deputy Township Manager, Kevin O'Sullivan, shall serve as the Public Agency Compliance Officer for the Township.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that in pursuant to the provisions of *N.J.A.C. 17:27-3.5* the Deputy Township Manager, Kevin O'Sullivan, is hereby designated as the Public Agency Compliance Officer for the Township of Verona.

**BE IT FURTHER RESOLVED** that the Municipal Clerk is hereby directed to forward a copy of this resolution to the State of New Jersey, Department of the Treasury, Public Contract Equal Employment Opportunity Compliance Monitoring Program.

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
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 A PROFESSIONAL SERVICE  
AGREEMENT FOR ARCHITECTURAL SERVICES**

**WHEREAS**, the Township requires a qualified firm or Architect to provide professional architectural design services; and,

**WHEREAS**, Township advertised an RFP and reviewed the proposals received; and;

**WHEREAS**, the proposals were evaluated by the Township Manager and it was determined that Solutions Architecture having its principal office at 96 Pompton Ave, 2nd Floor, Verona, NJ 07044 (hereinafter "Architect") is qualified to provide the necessary architectural design services; and,

**WHEREAS**, the Administration recommends retaining the Architect to perform the services in the amount not to exceed \$17,500 for calendar year 2025 without further authorization by the Township Council.

**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 a contract with Solutions Architecture in accordance with the attached RFP submission and subject to the following:

1. The award of this contract is subject to finalization of the contract terms.
2. Any contract amendments or change orders 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 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 is in receipt of the vendor's Contribution Disclosure and Stockholder Disclosure Certification.
5. Architect may be paid upon passage and certification of this resolution, and for a period of ninety (90) days thereafter, before the final execution of a contractual agreement. Said payments shall be in accordance with this resolution and the RFP as is fully delineated herein. If a finalized contract is not entered within ninety (90) days following the date of the herein resolution, all work and payments will be put on hold until the contract is finalized. The vendor shall be entitled to payment upon submission of an appropriate invoice for all work authorized and performed during the ninety (90) day period but not for any work performed thereafter until and unless the contract is finalized and fully executed by both parties.
6. The Manager, or his designee, is hereby authorized to execute an agreement as outlined herein with Solutions Architecture, 96 Pompton Ave, 2nd Floor, Verona, NJ 07044.

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
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:

**APPROVING CHANGE ORDER #2 FOR CONTRACT No. 2023-07 LINN DRIVE PFAS AND ARSENIC TREATMENT UPGRADES**

**WHEREAS**, Resolution No. 2024-148 for Contract 2023-07 – Linn Drive PFAS and Arsenic Treatment Upgrades to Sovereign Consulting, Robbinsville, New Jersey approved Contract Change Order No. 1; and

**WHEREAS**, the Township has received Contract Change No. 2 for bid quantities in the amount of +\$37,061.60; and

**WHEREAS**, Contract Change No. 2 is in the best interests of the Township of Verona.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that Contract Change No. 2 be approved for a final contract amount of \$1,782,097.44, a +2.12% change, be approved.

**BE IT FURTHER RESOLVED** that the Township Manager, the Township Clerk and any other officer as may be deemed appropriate are hereby authorized to execute Contract Change No. 2 for Contract No. 2023-07 on behalf of the Township.

- 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 JANUARY 6, 2025.**

**JENNIFER KIERNAN, 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 THE EXECUTION OF A PROFESSIONAL SERVICE  
CONTRACT WITH BROWN & BROWN METRO, LLC**

**WHEREAS**, the Township of Verona requires the performance of Risk Management Services; and

**WHEREAS**, the Township of Verona, solicited receipt of competitive proposals through a Request for Proposal process (RFP)”; and

**WHEREAS**, a proposal was received in accordance with the duly published RFP from Brown & Brown Metro, LLC; and

**WHEREAS**, Brown & Brown Metro, LLC has completed and submitted the attached Business Entity Disclosure Certification which certifies that the contract will prohibit Brown & Brown Metro LLC from making any reportable contributions through the duration of the contract.

**WHEREAS**, the cost for said professional services shall not exceed \$17,500 without consent of the Township Council.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, County of Essex and the State of New Jersey that the Township Manager and Municipal Clerk are hereby authorized to execute a contract, in a form subject to the approval of the Township Attorney, with Brown & Brown Metro, LLC, 75 Livingston Avenue, Roseland, New Jersey 07068 for Risk Management Services, as detailed in their submitted proposal for 2025 services.

**BE IT FURTHER RESOLVED**, this expenditure shall be charged to any account deemed appropriate by the Chief Financial Officer or their designee, and the availability of funds have been contingently certified by the Chief Financial Officer of the Township pending approval of the 2025 Budget.

**BE IT FUTHER 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 THE REGULAR MEETING HELD ON JANAURY 6, 2023.**

**JENNIFER KIERNAN  
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 THE SUBMISSION OF A LOCAL RECREATION  
IMPROVEMENT GRANT (LRIG) APPLICATION FUNDED BY THE NEW  
JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

WHEREAS, the Township of Verona desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$100,000 to carry out a project to improve Everett Field for the Township of Verona.

**NOW, THEREFORE, BE IT RESOLVED;**

1. that the Township of Verona does hereby authorize the application for such a grant; and,
2. recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Township of Verona and the New Jersey Department of Community Affairs.

**BE IT FURTHER RESOLVED**, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

\_\_\_\_\_  
Township Manager

\_\_\_\_\_  
Mayor

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**

**New Jersey Department of Community Affairs  
APPLICATION FOR GRANT FUNDS**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge that:

- a. No grant funds awarded from State and/or Federal appropriations have been paid or will be paid, by or on behalf of the grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this, grant, loan, or cooperative agreement, the grantee shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form can be found at the following website address: <http://www.hhs.gov/oagam/oam/opportunities/rfp0202/sf1111.pdf>.
- c. The grantee shall require that the language of this compliance requirement (certification) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name of Agency	
Name and Title of Official Signing for Agency	
Signature of Above Official	Date Signed

New Jersey Department of Community Affairs  
**APPLICATION FOR GRANT FUNDS**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

In accordance to Federal Executive Order 12549, "Debarment and Suspension," the undersigned certifies, to the best of his or her knowledge that as an applicant, this agency or its key employees:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or agency, or by the State of New Jersey;
- b. have not within a 3-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense, in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transportation; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- d. have not within 3-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.

The applicant agrees that by submitting this application, it will obtain from all its subgrantees a certification that includes without modification paragraphs (a), (b), (c), (d), of this certification in accordance with Federal Executive Order 12549.

NAME OF AGENCY <b>Township of Verona</b>	
NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY <b>Kevin O'Sullivan, Deputy Township Manager</b>	
SIGNATURE OF ABOVE OFFICIAL	DATE SIGNED
<p>NOTE: The following document related to Debarment and Suspension as required by Federal regulations will be used as the basis for completion of this certification:</p> <p>List of <i>parties excluded</i> from Federal Procurement or Non-Procurement Programs. This document is distributed by U.S. General Services Administration, U.S. Printing Office, Washington, D.C. This document can be acquired from the Superintendent of Documents by calling (202) 783-3238.</p>	

Local Recreational Improvement 2024  
STATEMENT OF BOARD PRESIDENT

I have reviewed and/or discussed the above proposed grant application with the Named Applicant and make the following statement:



I am in support of this application

**COMMENTS**

The Township of Verona is a local government that does not have a board president.

**AGENCY DESCRIPTION**

Briefly describe your agency and qualifications for implementing the proposed program project. Please include your agency's mission statement.

The Township of Verona is excited for this grant program and the opportunities funding will provide. The township has successfully implemented and managed many grant programs in the past and will do with this program as well.

**Signature of President of the Board of Treasury/Directors**

**Name of Board President:**

Christopher Tamburro

**Title of Board President:**

Mayor

**Address:**

600 Bloomfield Avenue

**Address 2:**

**City:**

Verona

**Zip:**

07044

**President of the Board:**



I will upload the attachment(s).

16. a. Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant?

Yes  No

b. Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or task force which has regulatory or advising influence on the funding program?  Yes  No

If yes, please describe:

17. Fiscal Contact Person

Ms. Jennifer Muscara

Title

Tax Collector/ CFO

Phone Number

(973) 857-4801

18. Agency Fiscal Year

01/01 to 12/31

19. Name of CPA Firm Appointed by Grantee

20. **Certification:** The applicant certifies that to the best of his/her knowledge and belief all data supplied in this application and attachments are true and correct. The document has been duly authorized by the governing body of the applicant and further understands and agrees that any grant received as a result of this application shall be subject to the grant conditions and other policies, regulation, and rules issued by the New Jersey Department of Community Affairs which include provisions described in grant applications instructions.

Name and Title of Applicant (Print)

Christopher Tamburro, Mayor

Signature of Applicant

Date of Application

Local Recreational Improvement 2024  
STATEMENT OF MAYOR/COUNTY OFFICIAL

I have reviewed and/or discussed the above proposed grant application with the Named Applicant and make the following statement:



I am in support of this application and will work to integrate this service with others in this community, county and/or region.

**COMMENTS**

As Mayor of the Township of Verona, I am pleased to support this application.

**Signature of Mayor or County Official**

**Name:**

Christopher Tamburro

**Title:**

Mayor

**Address:**

600 Bloomfield Avenue

**Zip**

07044

**Mayor or County Officer**

Mayor



I will upload the attachment(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:

**AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION AND  
TRUST AGREEMENT WITH THE  
NEW JERSEY INTERGOVERNMENTAL INSURANCE FUND**

**WHEREAS**, the Township Council of the Township of Verona (hereinafter the "Local Unit") has determined that membership in the New Jersey Intergovernmental Insurance Fund (hereinafter the "Fund") established pursuant to Chapter 372, Laws of 1983 (*N.J.S.A. 40A:10-36 et. seq.*), is in the best interest of the municipality.

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

**SECTION 1.** The Township of Verona hereby agrees to continue as a member in the "Fund" for a period commencing on January 1, 2025 and terminating on December 31, 2027 for the following types of insurance coverage:

- a) Workers Compensation and Employers Liability
- b) General Liability (including Police Professional & Public Officials Liability);
- c) Motor Vehicle and Equipment Liability Coverage;
- d) Property Damage (including Building & Contents, Automobile Physical Damage, Contractors Equipment, Crime and Boiler & Machinery);
- e) Environmental Impairment Liability;
- f) Cyber Liability

**SECTION 2.** Local Unit agrees to enter into and abide by the terms of the Indemnity and Trust Agreement. Local Unit hereby authorizes and directs the Township Manager and the Township Clerk to execute the Indemnity and Trust Agreement and such other documents as are necessary to comply with the requirements of the Fund.

**SECTION 3.** The Bylaws of the New Jersey Intergovernmental Insurance Fund are hereby adopted and accepted by the Local Unit and the Local Unit hereby agrees to conduct its membership in the "Fund" according to the rights and obligations set forth therein.

**SECTION 4.** The Local Unit certifies that it has never defaulted on claims under a self insurance plan and that it has not had its insurance canceled for non-payment of premium for a period of at least two (2) years prior to this application.

**SECTION 5.** Inconsistent Resolutions. All resolutions or parts thereof that are or may be, inconsistent with provisions of this Resolution are hereby repealed to the extent of such inconsistency.

**SECTION 6.** Severability. If any section, paragraph, subdivision, clause or provision of this Resolution shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of the Resolution shall be deemed valid and effective.

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
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 THE EXECUTION OF A SHARED SERVICE AGREEMENT  
FOR THE MEDICAL TRANSPORTATION PROGRAM**

**WHEREAS**, the “Uniform Shared Services and Consolidation Act”, N.J.S.A. 40A:65-1 et seq. (the “Act”) authorizes local units of this State to agree with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

**WHEREAS**, Verona and Cedar Grove established a Medial Transportation program to assist residents who are in need of transportation to physicians, hospitals and rehabilitation centers for physiotherapy and other medical care facilities; and

**WHEREAS**, the goal of the program is to promote wellness through compliance with medical care requirements, promote preventative health care and to support independent living; and

**WHEREAS**, the program provides low-cost transportation five days per week throughout the year on a “first come, first serve” appointment basis; and

**WHEREAS**, Verona has taken on the administrative role of implementing the program; and

**WHEREAS**, Cedar Grove would like to continue the service provided to Cedar Grove residents; and

**WHEREAS**, Verona and Cedar Grove are authorized to enter into an agreement under section 4 of P.L.2007, c.63 (C.40A:65-4) may do so by the adoption of a resolution; and

**WHEREAS**, a resolution for a Shared Service Agreement must clearly identify the agreement by reference and need not set forth the terms of the agreement in full; and

**WHEREAS**, a copy of the Shared Service Agreement must be open to public inspection at the offices of the local unit immediately after passage of a resolution to become a party to the agreement; and

**WHEREAS**, in the spirit and furtherance of the principles underlying the Act, Verona and Cedar Grove (collectively, the “Parties”) have negotiated this Agreement for the shared provision of Medical Transportation services; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-5, this Agreement will take effect upon the adoption of an appropriate Resolution by both entities authorizing the execution of this Agreement; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-6, Verona is designated as the primary employer of staff providing the services as outlines in this Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Verona that the Township Manager and Municipal Clerk are hereby authorized to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**

**VERONA-CEDAR GROVE  
MEDICAL TRANSPORTATION  
SHARED SERVICES AGREEMENT**

**THIS SHARED SERVICES AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2025, by and between:

**THE TOWNSHIP OF VERONA**, a municipal corporation of the State of New Jersey, whose business offices are located at 600 Bloomfield Avenue, Verona, New Jersey 07044, and which shall hereinafter be referred to as "Verona,"

AND

**THE TOWNSHIP OF CEDAR GROVE**, a municipal corporation of the State of New Jersey whose business offices are located at 525 Pompton Avenue, Cedar Grove, New Jersey, and which shall hereinafter be referred to as "Cedar Grove."

**WHEREAS**, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq. (the "Act") authorizes local units of this State to agree with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

**WHEREAS**, Verona and Cedar Grove established a Medical Transportation program to assist residents who are in need of transportation to physicians, hospitals and rehabilitation centers for physio-therapy and other medical care facilities; and

**WHEREAS**, the goal of the program is to promote wellness through compliance with medical care requirements, promote preventative health care and to support independent living; and

**WHEREAS**, the program provides low-cost transportation five days per week throughout the year on a "first come, first serve" appointment basis; and

**WHEREAS**, Verona has taken on the administrative role of implementing the program; and

**WHEREAS**, Cedar Grove would like to continue the service provided to Cedar Grove residents; and

**WHEREAS**, Verona and Cedar Grove are authorized to enter into an agreement under section 4 of P.L.2007, c.63 (C.40A:65-4) may do so by the adoption of a resolution; and

**WHEREAS**, a resolution for a Shared Service Agreement must clearly identify the agreement by reference and need not set forth the terms of the agreement in full; and

**WHEREAS**, a copy of the Shared Service Agreement must be open to public inspection at the offices of the local unit immediately after passage of a resolution to become a party to the agreement; and

**WHEREAS**, in the spirit and furtherance of the principles underlying the Act, Verona and Cedar Grove (collectively, the “Parties”) have negotiated this Agreement for the shared provision of Medical Transportation services; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-5, this Agreement will take effect upon the adoption of an appropriate Resolution by both entities authorizing the execution of this Agreement; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-6, Verona is designated as the primary employer of staff providing the services as outlines in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and other good and valuable consideration set forth herein, it is hereby agreed by and between the parties hereto as follows:

1. The above Recitals are hereby incorporated into and made a part of this Agreement.
2. Verona agrees to continue to run the Medical Transportation program to assist residents of Verona and Cedar Grove who are in need of transportation to physicians, hospitals and rehabilitation centers for physio-therapy and other medical care facilities.
3. Verona shall operate the transportation program five days per week throughout the year on a “first come, first serve” appointment basis.
4. Cedar Grove shall contribute \$17,027.20 to Verona to offset Verona’s costs in administering the Medical Transportation for the period July 1, 2024 to June 30, 2025.
5. The cost to Verona residents shall be \$5.00 per ride. The cost to Cedar Grove residents shall be \$7.00 per ride; subject to annual increases as determined by each respective governing body.

***Term - Termination:***

This Agreement shall remain in effect for one year and shall automatically terminate on June 30, 2025 unless extended by the Parties. Either Party may terminate this Agreement at any time for any reason, or no reason, by providing 30 days written notice to the Township Manager of each Town of the intent to terminate. If this Agreement is terminated before the end of the Term (June 30, 2025), the contribution made by Cedar Grove shall be prorated to the date of the termination.

***Modification:***

This Agreement may not be changed orally and may only be modified or amended by a written statement signed by both parties.

***Choice of Law:***

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and Essex County.

***Entire Agreement:***

This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing, signed by all parties hereto.

***Severability:***

If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

***Waiver:***

Failure to insist strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time, nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

***ENTIRE AGREEMENT:***

This Agreement contains the sole and entire agreement between the Parties hereto and fully supersedes any and all prior agreements and understanding pertaining to the subject matter hereof.

[SIGNATURES NEXT]

**EXECUTED AND AGREED TO:**

**ATTEST:**

**TOWNSHIP OF VERONA**

\_\_\_\_\_  
Jennifer Kiernan, RMC, CMC  
Municipal Clerk

\_\_\_\_\_  
Joseph O. D'Arco  
Township Manager

**ATTEST:**

**TOWNSHIP OF CEDAR GROVE**

\_\_\_\_\_  
Dale Forde, RMC, CMC

\_\_\_\_\_  
Joseph M. Zichelli, Esq.

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:

**A RESOLUTION FOR NEW JERSEY TRANSIT DESIGNATING OFFICIAL  
BUS STOPS ON COUNTY ROAD 506 (LAKESIDE AVENUE) IN THE  
TOWNSHIP OF VERONA**

**BE IT RESOLVED**, by the Township Council of the Township of Verona, County of Essex, New Jersey, that pursuant to N.J.S.A. 39-4(e), the following described locations are added as bus stops:

**Added:**

1. **Along Lakeside Avenue (County Road 506), northbound, on easterly side thereof at:**
  - a. Morningside Avenue - Far Side  
Beginning at a norther curb line of Morningside Avenue and extending 100 feet northerly therefrom;
2. **Along Lakeside Avenue (County Road 506), southbound, one the westerly side thereof at:**
  - a. Hillside Avenue - Far Side  
Beginning at a southerly curb line of Hillside Avenue and extending 100 feet southerly therefrom;
  - b. Pease Avenue - Near Side  
Beginning at a northerly curb line of Pease Avenue and extending 105 feet northerly therefrom.

**BE IT FURTHER RESOLVED**, that the Township Council of the Township of Verona enforce the needed traffic regulations governing the aforementioned bus stop locations and provide the necessary police security to ensure the safety of the traveling public.

**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 JANUARY 6, 2025.**

**JENNIFER KIERNAN  
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 AN AGREEMENT WITH BOSWELL ENGINEERING FOR CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES FOR THE IMPROVEMENTS OF THE COMMUNITY POOL**

**WHEREAS**, improvements are needed to the Community Pool; and

**WHEREAS**, Boswell Engineering has submitted a proposal prepared in accordance with State guidelines, including construction engineering and inspection services; and

**WHEREAS**, the Township Manager has recommended that Boswell Engineering be awarded a contract to provide the services stated above.

**THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that Boswell Engineering is hereby awarded a contract for providing services not to exceed 19,300.00 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 THE REGULAR MEETING HELD ON JANUARY 6, 2025.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**

November 5, 2024

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

Re: Request for Proposal  
Construction Engineering and Inspection Services  
Improvements to the Municipal Pool  
257 Fairview Avenue  
Township of Verona  
Our File No. PR-24-13070

Dear Mr. O'Sullivan:

Boswell is pleased to submit this proposal, as per your request, to provide Construction Engineering and Inspection services for the Improvements to the Municipal Pool. We have thoroughly reviewed the available information and have a comprehensive understanding of both the project requirements and the specialized inspection staff needed to ensure successful execution.

Outlined below are the Scope of Work, Scope of Services, and the Estimated Fee for our professional services.

### SCOPE OF WORK

The project involves the Improvements to the facilities main pool including water blasting the existing pool shell and installing a new interior finish, lighting, repairing existing joints, replacing existing concrete pool decking and constructing pool amenities.

The work is scheduled to commence in the Spring 2025 and take approximately 90 calendar days but no later than April 30, 2025.

### SCOPE OF SERVICES

Boswell will perform the following scope of services:

1. Provide a Construction Project Manager to manage and coordinate all administrative and managerial aspects of the assignment;
2. Provide a part-time Construction Site Inspector during construction, as required;
3. Attend and chair a preconstruction meeting;
4. Attend site meetings;
5. Provide Construction Engineering and Inspection Services until the completion and final acceptance of the Construction Contract by the Township. The services provided shall ensure substantial conformance between each item of the contractor's work and the provisions of the contract documents;

6. Inspect all work items for conformance to detailed engineering and inspection procedures in accordance with the latest edition of NJDOT's Construction Procedures Handbook;
7. Check construction for compliance with shop drawings and take necessary actions to prevent the incorporation of materials and equipment that have not been properly approved and certified;
8. Take measurements and gather all pertinent information necessary to compile monthly and final estimates;
9. Prepare and recommend approval for all Construction Contract change orders and supplementary agreements; and
10. Review and approve contractor shop drawings.

**ESTIMATED FEE**

Boswell's anticipated work is as follows:

Municipal Coordination & Shop Drawing Review	\$ 4,300.00
Pool Consultants Inspection Services	\$ 7,500.00
Boswell Construction Services	<u>\$ 7,500.00</u>
	\$19,300.00

Boswell will perform the services outlined in the proposal for a fee not-to-exceed Nineteen Thousand Three Hundred Dollars (\$19,300.00).

The above fee is for the timeframe indicated in the Scope of Work. Should the work extend beyond that date, a supplement may be needed. All billing will be based on our hourly rates schedule and billed on an hourly basis.

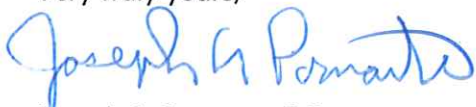
**ITEMS NOT INCLUDED IN THE ENGINEERING FEE**

The following items are not included in our cost proposals, but the services could be provided at an additional cost in required:

- Material Testing
- Construction Survey and Layout

Thank you for the opportunity to submit this proposal. We look forward to providing the Township of Verona with our engineering services and to the successful completion of this project. Should you have any questions or require additional information, please do not hesitate to contact our designated Project Manager, Peter C. Ten Kate, P.E., or me.

Very truly yours,



Joseph A. Pomante, P.E.  
Vice President and Chief Operations Officer

JAP/PCTK/rs

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 AN AGREEMENT WITH BOSWELL ENGINEERING FOR CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES FOR THE IMPROVEMENTS OF THE PICKLE BALL/TENNIS COURTS AT THE COMMUNITY POOL**

**WHEREAS**, improvements are needed to the pickle ball and tennis courts at the Community Pool; and

**WHEREAS**, Boswell Engineering has submitted a proposal prepared in accordance with State guidelines, including construction engineering and inspection services; and

**WHEREAS**, the Township Manager has recommended that Boswell Engineering be awarded a contract to provide the services stated above.

**THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, in the County of Essex, New Jersey that Boswell Engineering is hereby awarded a contract for providing services not to exceed \$47,500.00 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 THE REGULAR MEETING HELD ON JANUARY 6, 2025.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**

November 5, 2024

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

Re: Request for Proposal  
Construction Engineering and Inspection Services  
Improvements to the Tennis & Pickleball Courts  
257 Fairview Avenue  
Township of Verona  
Our File No. PR-24-13071

Dear Mr. O'Sullivan:

Boswell is pleased to submit this proposal, as per your request, to provide Construction Engineering and Inspection services for the Improvements to the Tennis & Pickleball Courts. We have thoroughly reviewed the available information and have a comprehensive understanding of both the project requirements and the specialized inspection staff needed to ensure successful execution.

Outlined below are the Scope of Work, Scope of Services, and the Estimated Fee for our professional services.

### **SCOPE OF WORK**

The project involves the Improvements to the Tennis & Pickleball Courts including milling and paving the surface of the courts, need drainage, curb & walkways, painting and striping the courts.

The work is scheduled to commence in the Spring 2025 and take approximately 90 calendar days.

### **SCOPE OF SERVICES**

Boswell will perform the following scope of services:

1. Provide a Construction Project Manager to manage and coordinate all administrative and managerial aspects of the assignment;
2. Provide a part-time Construction Site Inspector during construction, as required;
3. Attend and chair a preconstruction meeting;
4. Attend site meetings;
5. Provide Construction Engineering and Inspection Services until the completion and final acceptance of the Construction Contract by the City. The services provided shall ensure substantial conformance between each item of the contractor's work and the provisions of the contract documents;

6. Inspect all work items for conformance to detailed engineering and inspection procedures in accordance with the latest edition of NJDOT's Construction Procedures Handbook;
7. Check construction for compliance with shop drawings and take necessary actions to prevent the incorporation of materials and equipment that have not been properly approved and certified;
8. Take measurements and gather all pertinent information necessary to compile monthly and final estimates;
9. Prepare and recommend approval for all Construction Contract change orders and supplementary agreements; and
10. Review and approve contractor shop drawings.

**ESTIMATED FEE**

Boswell's anticipated work is as follows:

Municipal Coordination	\$ 1,200.00
Shop Drawing Review	\$ 3,800.00
Construction Inspection	<u>\$42,500.00</u>
	\$47,500.00

Boswell will perform the services outlined in the proposal for a fee not-to-exceed Forty-Seven Thousand Five Hundred Dollars (\$47,500.00).

The above fee is for the timeframe indicated in the Scope of Work. Should the work extend beyond that date, a supplement may be needed. All billing will be based on our hourly rates schedule and billed on an hourly basis.

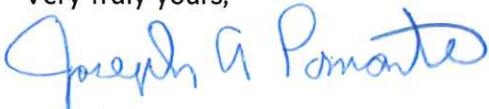
**ITEMS NOT INCLUDED IN THE ENGINEERING FEE**

The following items are not included in our cost proposals, but the services could be provided at an additional cost in required:

- Material Testing
- Construction Survey and Layout

Thank you for the opportunity to submit this proposal. We look forward to providing the Township of Verona with our engineering services and to the successful completion of this project. Should you have any questions or require additional information, please do not hesitate to contact our designated Project Manager, Peter C. Ten Kate, P.E., or me.

Very truly yours,



Joseph A. Pomante, P.E.  
Vice President and Chief Operations Officer

JAP/PCTK/rs

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

**RESOLUTION No. 2025-\_\_\_**

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

**AUTHORIZING EXECUTION OF A GRANT AGREEMENT THE NJEDA  
LOCAL PROPERTY ACQUISITION GRANT PROGRAM**

**WHEREAS**, the Township submitted an application for a grant for Acquisition for Public Use to the New Jersey Economic Development Authority Local Property Acquisition Grant program to fund a publicly accessible parking lot; and

**WHEREAS**, as indicated in the attached correspondence dated December 20, 2024, the Township has received a \$1,000,000 grant to purchase 46 Lakeside Avenue.

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

1. The Township of Verona hereby accepts the terms of conditions of the grant; and
2. The Manager is hereby authorized to sign the grant agreement on behalf of the Township of Verona; and
3. The Township Manager, or the Manager's designee, may sign any other documents necessary in connection therewith, on behalf of the Township of Verona, and the signature will constitute acceptance of the terms and conditions on behalf of the Township; and
4. Upon receipt of the grant, the Council does further authorize the acceptance of the grant and expenditure of funds pursuant to the terms of the grant 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 A REGULAR MEETING HELD ON JANUARY 6, 2025.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**



December 20, 2024  
*Via Email Transmission*

kosullivan@veronanj.org

Kevin O'Sullivan  
Deputy Township Manager  
Township of Verona  
600 Bloomfield Avenue  
Verona, New Jersey 07044

Re: Local Property Acquisition Grant Program  
PROD # 00315888

Dear Mr. Kevin O'Sullivan,

I am pleased to inform you that the New Jersey Economic Development Authority ("NJEDA" or "Authority") has approved the Applicant's Local Property Acquisition Grant Program (the "Program") application, subject to the execution of a grant agreement discussed below and adherence to the requirements of the Program. The Program provides grant funding for acquisition of vacant property to facilitate and enable future redevelopment for either Strategic Public Use or Future Development. This approval is based on the information provided in your application and additional information you may have provided to NJEDA ("Application").

APPLICANT/GRANTEE: Township of Verona

GRANT AMOUNT: \$1,000,000

PROJECT: Acquisition of the vacant property located at 46 Lakeside Avenue in Verona; consisting of approximately 70,000 square feet near Bloomfield Avenue and near the Verona Lake and Verona Park.

STRATEGIC PUBLIC USE: The Strategic Public Use Project will be a public parking lot; and will complement and support other redevelopment efforts in the area.

The approval process requires that you execute a Local Property Acquisition Grant Program Grant Agreement ("Grant Agreement") with the Authority. The Grant Agreement establishes mutual expectations and requirements for participating in the Program as a Program grantee.

In order for NJEDA to proceed with development of the Grant Agreement, you are requested to undertake the following:

- Review this Approval Letter and sign and return within 10 business days as indicated below.
- Within 30 business days, schedule an introductory call/meeting with NJEDA Real Estate Programs staff to discuss and review Program requirements, Project status, and next steps.

The Authority anticipates that Applicant will be ready to proceed, and the Grant Agreement for this Project will be executed within approximately six months from the date of this Approval Letter. Please note that, as a condition of executing the Grant Agreement, you will be required to understand the following and, where applicable, obtain and provide evidence to the Authority of the following Program requirements including, but not limited to:

- A) Executed resolution of the governing body authorizing the Township of Verona to enter into a Grant Agreement and accept the grant award for the Project.
- B) An updated/current project development schedule timeline.
- C) Updated and detailed Project budget sources and uses including but not limited to Property Acquisition Price (typically evidenced by an agreement) and Eligible Closing Costs.
- D) A valid Tax Clearance Certificate listing New Jersey Economic Development Authority as the agency must be on file with the Authority through the Grant Agreement term. It is the sole responsibility of the Grantee to renew the Tax Clearance Certificate through the Grant Agreement term.
- E) Project acquisition must occur within one and one-half years of the execution of a Grant Agreement with the Authority (i.e., signature by both the Grantee and NJEDA).
- F) A completed Deed Restriction form provided to the Authority for recording. Strategic Public Use Project must be completed as evidenced by a certificate or approval of completion within three years of the date of Property acquisition; and shall be used long-term as and for publicly accessible space.  
  
Upon expiration of the Deed Restriction Period and after request by the Grantee, the Authority will provide a release to the deed restriction.
- G) The Grant Agreement will also detail the Authority's rights for approval of any sale/transfer of the Property(ies) including reviewing the reasonableness of the proposed sales/pricing.
- H) Disbursement of Property Acquisition and Eligible Closing costs: The Grant shall be disbursed for the Project at the time of acquisition of the Property and following receipt and Authority approval of Property acquisition documentation and price, Appraised Value, and Eligible Closing Costs. If other funding sources are part of the approved Project, the grant funds would be prorated per the approved Project budget.
- I) Grantee will submit Quarterly Reports and Certifications and any other documentation as may be requested by the Authority.

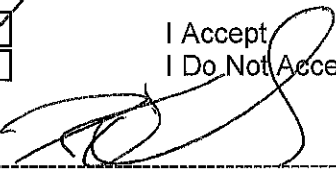
- J) **Prevailing Wage and Affirmative Action Requirements:** The Authority requires that contractors for the Strategic Public Use Project comply with the Authority's Affirmative Action requirements as set forth in N.J.S.A. 34:1B-5.4 and Prevailing Wage requirements as set forth in N.J.S.A. 34:1B-5.1. Each construction worker shall be paid not less than the prevailing wage rate for the worker's craft or trade as determined by the NJ Department of Labor and Workforce Development. Additionally, any contractor or subcontractor hired for construction work and having a total company workforce of four (4) or more employees must provide documentation demonstrating their good faith efforts to employ minority and women workers in each construction trade. This effort should be consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-7.2 and align with the affirmative action requirements outlined in N.J.A.C. 19:30-3.5.

All construction contracts for the Strategic Public Use Project must contain additional language as set forth in the Authority's Affirmative Action and Prevailing Wage Addendum to Construction Contract. Effective April 1, 2020, contractors and subcontractors for construction contracts that require payment of prevailing wage must also provide proof of registration under the Public Works Contractors Registration Act (N.J.S.A. 34:11-56 et seq). The Act does not require proof of registration for such contracts that were awarded prior to April 1, 2020. Bidders cannot list subcontractors in any bid proposal unless the subcontractor is registered at the time the bid is made. Effective May 1, 2019, the Act also requires that all contractors participate in a registered apprenticeship program. In addition, the general contractor must include said language in all subcontracts. Regulations, forms, guidance documents (including an Affirmative Action and Prevailing Wage program summary) are available at [www.njeda.com/affirmativeaction](http://www.njeda.com/affirmativeaction).

- K) **Preconstruction Meeting:** Prior to commencing any Strategic Public Use Project construction/rehabilitation, all grantees and their respective contractors are required to participate in a pre-construction meeting with NJEDA staff to discuss prevailing wage and affirmative action requirements. After signing your Grant Agreement, expect a communication from a member of the NJEDA to set up this meeting prior to starting any construction/rehabilitation work.

**To accept your award, please electronically sign this letter as soon possible, but no later than close of business (5 PM) within ten (10) business days after the date of this letter indicating that you accept the award.**

I Accept  
 I Do Not Accept

  
-----

1/2/24  
Date

**If we do not receive your acceptance of this letter and signed Notice Regarding AA/PW by close of business (5 PM) within ten (10) business days, this approval will terminate without the need for further action and the Authority will have no further obligation.**

**Upon receipt of your acceptance, a member of the NJEDA Real Estate Programs team will contact you to schedule an introductory call/meeting to discuss the next steps.**

Please feel free to contact [realestateinfo@njeda.gov](mailto:realestateinfo@njeda.gov) should you have any questions regarding the grant approval.

Thank you again for your interest in the Local Property Acquisition Grant Program and congratulations on a grant award!

**Sincerely,**

**Daniel  
Jennings**

Digitally signed by Daniel  
Jennings  
Date: 2024.12.19  
17:30:12 -05'00'

**Dan Jennings**  
**Executive Vice President, Real Estate Development and Programs**

**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  
2025 QUALIFIED PRIVATE COMMUNITY SERVICES AGREEMENTS**

**WHEREAS**, in accordance with *N.J.S.A. 40:67-23.1 et seq.*, the Township is required either to perform certain specified services on public roads and streets in the Condominium, which is a qualified private community, or to reimburse said Condominium to the extent specified in that statute for the actual costs to the Association of providing said specified services; and

**WHEREAS**, the Qualified Private Communities in the Township of Verona for the year 2025 are as follows:

1. The Claridges LLC (*agreement executed through 2024*)
2. Claridge House II Condominium Association (*agreement executed through 2024*)
3. Green Acres/Ardleigh Mews
4. Verona Bloomfield Association
5. 300 Claremont Avenue
6. 284 Claremont Avenue
7. Verona Invest.
8. Kimberly Gardens
9. Kathleen Gardens
10. Beacon Hill
11. Kips Ridge
12. Wedgewood Gardens
13. Commons at Verona
14. Huntington Park; and

**WHEREAS**, the Township wishes to enter into a Qualified Private Community Services Agreement with the Qualified Private Communities for purposes of providing reimbursement for street ice and snow removal, street lighting, solid waste collection and leaf collection where applicable at a rate not to exceed the cost that would be incurred by the municipality in providing those services directly.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Verona, County of Essex, New Jersey that the Township is hereby authorized to enter into 2025 Qualified Private Community Service Agreements with all the Qualified Private Communities for the purpose providing reimbursement for street ice and snow removal, street lighting, solid waste collection and leaf collection where applicable at a rate not to exceed the cost that would be incurred by the municipality in providing those services directly.

**BE IT FURTHER RESOLVED** that the Township Manager and the Township Clerk are hereby authorized to execute said agreements on behalf of the Township of Verona to effectuate same.

**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 JANUARY 6, 2024.**

**JENNIFER KIERNAN  
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 JANUARY 6, 2025.**

**JENNIFER KIERNAN, CMC  
MUNICIPAL CLERK**

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE No. 2025-

AMENDING CHAPTER A565-3 ADMINISTRATIVE AND OTHER FEES TO  
INCLUDE BUSINESS AND RENTAL UNIT LIABILITY INSURANCE  
FILING FEES IN THE TOWNSHIP CODE

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

SECTION 1. Chapter A565-1 entitled "Schedule of Fees" of the Code of the Township  
of Verona is hereby amended to read as follows:

§ A565-3 ADMINISTRATIVE AND OTHER FEES	
Type	
Annual liability insurance filing requirement for business and rental units (residential and non- residential)	\$15.00

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  
MUNICIPAL CLERK

INTRODUCTION:  
PUBLIC HEARING:  
EFFECTIVE DATE:

TOWNSHIP OF VERONA  
COUNTY OF ESSEX, STATE OF NEW JERSEY

ORDINANCE # 2025-\_\_

**AMENDING CHAPTER 5 (ADMINISTRATION OF GOVERNMENT)  
ARTICLE II (TOWNSHIP COUNCIL) SECTIONS 14, 16, 22 & 26 OF THE  
CODE OF THE TOWNSHIP OF VERONA**

**WHEREAS**, the Township Council adopted Ordinance 2024-41, moving the Township of Verona Municipal Election from May to November.

**NOW THEREFORE BE IT ORDAINED** by the Township Council of the Township of Verona, County of Essex, New Jersey that Chapter 5, Administration of Government, Article II, Sections 14, 16, 22 and 26 is amended to read as follows:

**SECTION 1. ARTICLE II-TOWNSHIP COUNCIL**

**§ 5-14 Mayor; Deputy Mayor.**

- A. At 12:00 noon on ~~the first day of July~~ **[January 1, or at some other hour on any day during the first week in January]** following each election of Council, the Council shall assemble at the Municipal Building of the Township, organize and elect one of the Councilpersons as Mayor. The Mayor shall be chosen by ballot by majority vote of all members of the Council. If the members shall be unable, within five ballots to be taken within two days of the organization meeting, to elect a Mayor, then the member who in the last election for members of the Council received the greatest number of votes shall be the Mayor. Should such person decline to accept the office, then the person receiving the next highest vote shall be the Mayor, and so on until the office is filled.
- B. At the same time as a Mayor is elected, the Council shall elect one of its members as Deputy Mayor. The Deputy Mayor shall serve in place of the Mayor in the event of the temporary absence or disability of the Mayor.
- C. The Mayor and the Deputy Mayor shall serve a term of two years beginning on the first day ~~of July~~ following each election of Council.
- D. Vacancies in the office of Mayor or Deputy Mayor shall be filled by the Council for the remainder of the unexpired term.

**§ 5-16 Annual organization.**

~~On the first day of July~~ **[January 1, or at some other hour on any day during the first week in January set by resolution of the governing body in the Annual Notice of Meetings]** following each election of Council, the Council shall organize and elect one of their members as mayor and adopt such resolutions as may be required.

**§ 5-22 Order of business.**

- A. The order of business at each regular public meeting of the Council shall be as follows:
  - (1) Roll call.
  - (2) Report of the Mayor
  - (3) Report of the Township Manager
  - (4) Council comments and report of special committees.
  - (5) **[Public Comment]**
  - (6) Hearing upon adoption or amendment of ~~proposed~~ ordinances on second hearing
  - (7) ~~Proposed ordinances~~ **[Ordinances for Introduction]**
  - (8) Approval of previous minutes
  - (9) Proposed Resolutions.
  - (10) Licenses and permits.
  - (11) New/unfinished business.
  - (12) Public comment.
  - (13) Adjournment

- B. Special meetings, workshop meetings, premeeting conferences, planning meetings and informal conference meetings shall be discussion meetings of the Council and shall not be guided by the order of business set forth in this section.

**§ 5-26 Appointments by Council.**

With respect to appointments to be made by the Council, any member of the Council may nominate as many candidates as there are offices to be filled. The Council will consider such nominations in the Committee of the Whole, which will report to a regular meeting of the Council. Where there is a single office to be filled, the sense of the Council on the appointment shall be taken as to each nominee, and the nominee receiving a majority shall be deemed appointed. Where there is more than one office to be filled, such as on a board, commission or authority, the same procedure shall be followed with respect to each office separately until the total number of appointments to be made has been completed. In the discretion of the Chair, a group of nominations may be considered at once where there is no apparent division in the Council as to the nominees included in the group. Appointments may be made by the affirmative vote of a majority of those present and voting.

**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 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 ISSUES OF XXXX AND XXXX.**

**JENNIFER KIERNAN  
MUNICIPAL CLERK**

INTRODUCED:  
PUBLIC HEARING:  
ADOPTED: