TOWNSHIP COUNCIL AGENDA

TOWNSHIP OF VERONA COUNTY OF ESSEX, NEW JERSEY



TOWNSHIP COUNCIL AGENDA

REGULAR MEETING 7:00 P.M. FEBRUARY 3, 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. 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
- 2. Environmental Commission Annual Report Filing
- 3. Appointments

Unexpired Term Ending

a. Shade Tree Commission Alternate #1 Catherine Tamasik 12/31/2027

E. REPORT OF THE TOWNSHIP MANAGER

1. Deputy Manager's Report

F. COUNCILMEMBERS' REPORTS

G. HEARING ADOPTION OR AMENDMENT OF ORDINANCES

1. Ordinance No. 2025-02 Amending Chapter 5 (Administration of Government) Article II (Township Council), Sections 14, 16 22 of the Township Code

H. ORDINANCES FOR INTRODUCTION

- 1. Ordinance No. 2025-__ An Ordinance to Amend Chapter A565-1 Schedule of Fees of the Township Code to Clarify Stormwater Permit Fees
- 2. Ordinance No. 2025-___ An Ordinance to Amend Chapter A565-7 of the Township

Code - "Pool Fees"

3. Ordinance No. 2025-___ Fixing the Salaries and Compensation of the Seasonal

Employees of the Township

I. PUBLIC COMMENT ON CONSENT AGENDA ITEMS

TOWNSHIP COUNCIL AGENDA

CONSENT AGENDA

J. MINUTES

1. January 20, 2025

K. PROPOSED RESOLUTIONS

1.	Resolution	No. 2025-	Budget	Transfers **	F*F

2. Resolution No. 2025- Approving Change Order #1 and Close-Out for Contract

2023-04 Playground at VCC

3. Resolution No. 2025- Authorize Contract with ALS Group, Inc.

4. Resolution No. 2025- Authorize Contract with Edmunds, Inc.

Resolution No. 2025 Resolution No. 2025-

Code of the Township of Verona, Article XI, § 150-11.7

8. Resolution No. 2025- Adopting 2025 Community Pool Rules

9. Resolution No. 2025- Designating and Declaring that Certain Property Located at

383 Bloomfield Avenue, Block 708, Lot 1 Be Declared a Non-

Condemnation Area in Need of Development

10. Resolution No. 2025- Executive Session

L. LICENSES AND PERMITS

M. ADDENDUM

O.

N. NEW/UNFINISHED BUSINESS

1. Appointments

a. VMAC

Member

Tim Schmidt

12/31/2027

PUBLIC COMMENT

P. EXECUTIVE SESSION

- 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)

Q. ADJOURNMENT

TOWNSHIP COUNCIL AGENDA

FEBRUARY 3, 2025

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 # 2025-02

AMENDING CHAPTER 5 (ADMINISTRATION OF GOVERNMENT) ARTICLE II (TOWNSHIP COUNCIL) SECTIONS 14, 16 & 22 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 [the days of the Annual organization meeting] 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.
- **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 JANUARY 24, 2025 AND XXXX.

JENNIFER KIERNAN MUNICIPAL CLERK

INTRODUCED: January 20, 2025 PUBLIC HEARING: February 3, 2025

ADOPTED:

TOWNSHIP OF VERONA COUNTY OF ESSEX, NEW JERSEY

ORDINANCE No. 2025-___

AN ORDINANCE TO AMEND CHAPTER A565-1 SCHEDULE OF FEES OF THE TOWNSHIP CODE TO CLARIFY STORMWATER PERMIT FEES

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 is hereby amended to include the following: [Added text is **emboldened**, and text being eliminated is shown in *strikethrough italies*.]

Ch. 150-25.13

Stormwater Permit Application Fee:

Annual Stormwater Permit Maintenance Fee (major development) \$ 150 Stormwater Permit Review Fee/Escrow (minor development): \$ 750 Stormwater Permit Review Fee/Escrow (major development): \$1500

- **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 ISSUE OF XXX AND XXX.

JENNIFER KIERNAN MUNICIPAL CLERK

INTRODUCTION: PUBLIC HEARING: EFFECTIVE DATE:

TOWNSHIP OF VERONA COUNTY OF ESSEX, NEW JERSEY

ORDINANCE No. 2025-

AN ORDINANCE TO AMEND CHAPTER A565-7 OF THE CODE OF THE TOWNSHIP OF VERONA – "POOL FEES"

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

SECTION 1. Chapter A565-7 entitled "Verona Community Pool; membership and other fees" of the Code of the Township of Verona, Paragraph A. "Membership Fee Schedule" is hereby amended and replaced to read as follows:

A: Membership Fee Schedule

MEMBERSHIP/PROGRAMS	<u>FEE</u>
Family	\$ 696.00
Care Giver	\$ 173.00
Couple	\$ 629.00
Parent-Guardian/Child	\$ 596.00
Individual	\$ 457.00
Adult (Individual) Twilight	\$ 271.00
Senior	\$ 224.00
Late Membership fee after 5/1	\$ 50.00
Adult-Resident Day Pass	\$ 45.00
Child-Resident Day Pass	\$ 30.00
Adult Guest Pass	\$ 20.00
Child Guest Pass	\$ 15.00
Gazebo Rental	\$100.00
Gazebo Rain Date	\$ 50.00
Preseason guest book (6) purchased prior to Memorial Day weekend	\$105.00
Guest Book (12)	\$ 220.00
Individual Swim Lessons	\$ 30.00
Replacement Badge (per membership)	\$ 20.00
Verona Waves & Mini Waves	\$105.00
Late Registration - Verona Waves and Mini Waves	\$ 50.00
Morning Water Aerobics	\$105.00

Twilight Water Aerobics	\$105.00
Summer Playground Trips to the VCP	\$ 22.00
Verona Waves & Mini Waves - Late Registration	\$25.00
Cougars Rental	\$13,000.00
Pre-Season Pool Party	\$300/hour + Labor Costs
Pre-Season Pool Party – For-Profit Organizations	\$3,225/hour
Family Night	\$10 per non-member resident
Pre-Season Concert	\$20/resident (members & non-members)

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

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

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

ATTEST:

JENNIFER KIERNAN MUNICIPAL CLERK

NOTICE

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

JENNIFER KIERNAN MUNICIPAL CLERK

INTRODUCTION: PUBLIC HEARING: EFFECTIVE DATE:

TOWNSHIP OF VERONA COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-

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

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 Mayor and 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:

TOTAL \$8,5000.00	\$8,500.00
Street and Highway – Operating Expenses	\$7,000.00
Vehicle Maintenance – Operating Expenses \$7,000.00	
Construction Code- Salary and Wages	\$1,500.00
Interlocal – Construction Code \$1,500.00	
ТО	FROM

ROLL CALL:

AYES:

NAYS:

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 FEBRUARY 3, 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 NO. 1 & CLOSE-OUT OF CONTRACT #2023-04 - COMMUNITY CENTER PLAYGROUND IMPROVEMENTS

WHEREAS, Picerno Giordano and the Township of Verona have heretofore entered into an Agreement, more particularly known as Contract No. 2023-04 – "Community Center Playground Improvements" in the amount of \$705,003.00, in accordance with the requirements of the Local Public Contract Law, *N.J.S.A.* 40A:11-1, et seq.; and

WHEREAS, Change Order No. 1 adjusts the bid quantities to the As-Built Quantities of the project in the amount of \$48,852.00; and

WHEREAS, Boswell Engineering recommends approval of Change Order No. 1 and Final Close Out in the amount of \$753,855.00.

WHEREAS, Picerno Giordano has submitted a 2-year maintenance bond #EACX4011745 in the amount of \$113,078.25.

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. 1, in the amount of \$48,852.00, for a final contract amount of \$753,855.00 be approved and Contract No. 2023-04 be closed out.

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 Close-Out for Contract No. 2023-04 on behalf of the Township.

ROLL CALL:

AYES:

NAYS:

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 FEBRUARY 3, 2025.

JENNIFER KIERNAN MUNICIPAL CLERK Notice: Bills to be considered for payment must be presented to the Treasurer properly signed and certified on this form on or before DATE(S) ESTABLISHED BY TOWNSHIP

Township of Verona 600 Bloomfield Avenue, Suite 3 Verona, NJ 07044

	10	Picerr	io Giordano)				
	Address	200 M	arket Stree	et	Date		1/7/2025	es: Lu
	City & State	e Kenilw	vorth, NJ 07	7033				
				Dept.				
								=
		Note: /	All Bills Mus	t Be Properly Certified Before Payme	ent Transport		DOLLARS	
Date of Deliv	ery or Service		Itemized Descr	iption of Goods or Services Rendered	UNIT PRICE		CENTS	
		For Wo	ork Perfor	med and Material Furnished				
		in the	e Construc	tion of:				
		Commun	nity Cente					
		Townsh	nip of Ver					
		Essex	County, N	ew Jersey				
		Estima	ate No. 5	Final				
		Dated	: 11/14/20	24				
		Eight	y-Two Thou	sand Two Hundred		\$	82,273	.59
		Sevent	y-Three an	d .59/100 Dollars				
					TOTAL	\$	82,273	.59
Date	the articles have by any person	e been fui or persons s justly du	d certify under rnished or serv s with the know e and owing; a	ant's Certification and Declaration the penalties of the law that the within bill is fices rendered as stated therein; that no bone fledge of this claimant in connection with the find that the amount charged is a reasonable	us has been giv above claim; tone.	ven c	or received ne amount	
			Space Belov	v To Be Filled Out By Municipal Officials				
			OFFICER'S	S OR EMPLOYEE'S CERTIFICATION				
		or the serv	vices rendered;	urse of regular procedures, I certify that the r s said certification is based on delivery slips a procedures.				
Signature					Title			
APPROPRIATION OR ACCOUNT CHARGED				Examined and appro	ved for payment:			
						•••••	Commissioner	•••••••••••••••••••••••••••••••••••••••
		-			Director of Pa		e and Finance	
		-			Director of Ke	venu	e and i mance	
				Payment Record Date Paid	Т	Acco	unt	
				Check No.		7000	unt	



CHANGE ORDER

				Char	ige Order No	1 Final	
					Date:	1/7/2025	
					Job No.:	VA-130	
				Commur	nity Center Play	ground	
	Picerno	Giordano	_	Improvements			
	CONT	RACTOR			PROJECT		
2	200 Market Street,	Kenilworth NJ 07033		Township of	Verona, Essex	County NJ	
	ADI	DRESS	_		OWNER/COUNTY		
Gentleme	n:						
following	changes in the co	visions of the specifications on tract quantities or in the caut the prices stated.					
Location o	of Proposed Char	nge:	Within	Project Limits	LANGE PER CONTRACT MANAGEMENT AND ADMINISTRATION OF THE PER CONTRACT MANAGEMENT AND ADMINISTRATION OF THE PER		
Nature an	d Reason of Char	nge:	Reflect	As-Built Quantiti	es	3000	
ITEM NO.		ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL	
	1 (Township Fund						
8	the second of the second	, PVC Coated Steel, 6' High	LF	-20	\$60.00	-\$1,200.00	
9		Fence, PVC Coated Steel, 6'	UNIT	1	\$1,200.00	\$1,200.00	
14	Borrow Topsoil		CY	-40	\$50.00	-\$2,000.00	
18	Allowance for Pol	ice Traffic Directors	Allow.	-1	\$5,000.00	-\$5,000.00	
19		gation System Relocation	Allow.	-1	\$10,000.00	-\$10,000.00	
	2 (CDBG Funded)			-			
21	6" Polyvinyl Chlor		LF	-7	\$100.00	-\$700.00	
24	1" Polyethylene V		LF	-8	\$40.00	-\$320.00	
S-1	Exercise Equipme		LS	1	\$13,822.00	\$13,822.00	
S-2	Under Drain Systo		LS	1	\$16,750.00	\$16,750.00	
S-3		d Railing Adjustments	LS	1	\$28,500.00	\$28,500.00	
S-4	Additional Fence		LS	1	\$7,800.00	\$7,800.00	
Amount of	Original Contract	\$705,003.00	<u> </u>	Supplemental	\$66,87	72.00	
Change Or	der No. 1	\$48,852.00	_0	Extra	\$1,20	0.00	
Adjusted C	ontract Amount	\$753,855.00	c	Reduction	-\$19,2	20.00	
Change in Contract 6.93%			_	Net Amount	\$48,852.00		
Recommended for Approval BOSWELL ENG			ete INEERING		_	1/17/20 DATE	
Approved	8) 1 OWNE	R		-	DATE	
Accepted		Mina	a Vena 1/07/20:				
	92	CONTRAC	TOR		_	DATE	

BOSWELL ENGINEERING 330 PHILLIPS AVENUE

SOUTH HACKENSACK, NEW JERSEY 07606

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF: COMMUNITY CENTER PLAYGROUND IMPROVEMENTS

TOWNSHIP OF VERONA

ESSEX COUNTY, NEW JERSEY OUR FILE NO. VA-130

Estimate Num	ber: 5 Final					
Period Ending	g: 11/14/24					
		Contractor:	Picerno Giord 200 Market St Kenilworth, N	reet		
	Base Contract Amount:		\$705,003.00	Total Amount Esti	mated:	\$753,855.00
	Less Reductions:			Less 0% Reta	ainage:	\$0.00
	Plus Increases:		\$48,852.00	Total Net Amount Esti	mated:	\$753,855.00
	Amended Contract Amount:		\$753,855.00	Less Amount Previousl	y Paid:	\$671,581.41
	Percent Complete:		100%	Amount Due This Es	timate:	\$82,273.59
				Estimated By: Approved By:	Laura Cal Scott Do	
		FOR USE B	Y THE TOWNSH	HIP OF VERONA		
Verified by:					Du/a	
vernieu by.		(Business	Administrator)		(Project Enginee	er)
Audited by:						
		(Chief Fin	ancial Officer)			

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

COMMUNITY CENTER PLAYGROUND IMPROVEMENTS

TOWNSHIP OF VERONA

ESSEX COUNTY, NEW JERSEY OUR FILE NO. VA-130

Estimate Number: 5 Final

Estim	ate Number: 5 Final										
ITEM	DESCRIPTION	UNIT	ı	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	AMENDED CONTRACT QUANTITY	QUANTITY PREV. ALLOWED	QUANTITY ALLOWED THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
Base B	id 1 (Township Funded)										
1	Soil Erosion and Sediment Control Measures	LS	\$	15,500.00	1		1.00	0.00	1.00	\$15,500.00	\$0.00
2	Clearing Site	LS	\$	75,000.00	1		1.00	0.00	1.00	\$75,000.00	LLAN VONCONO
3	Modular Block Retaining Wall	SF	\$	100.00	20		20.00	0.00	20.00	\$2,000.00	\$0.00
4	Concrete Edge Curb	LF	\$	48.00	400		400.00	0.00	400.00	\$19,200.00	\$0.00
5	Playground Equipment Installation	LS	\$	61,600.00	1		1.00	0.00	1.00	\$61,600.00	\$0.00
6	Adult Exercise Equipment Installation	LS	\$	22,000.00	1		1.00	0.00	1.00	\$22,000.00	\$0.00
7	Poured in Place Playground Safety Surface	SF	\$	21.00	5,500		5,500.00	0.00	5,500.00	\$115,500.00	\$0.00
8	Chain-Link Fence, PVC Coated Steel, 6' High	LF	\$	60.00	400		380.00	0.00	380.00	\$22,800.00	\$0.00
9	Gate, Chain-Link Fence, PVC Coated Steel, 6' High, 4' Wide	UNIT	\$	1,200.00	3		3.00	1.00	4.00	\$4,800.00	\$1,200.00
10	Ornamental Picket Fence, 3-1/2' High	LF	\$	53.00	70		70.00	0.00	70.00	\$3,710.00	\$0.00
11	Gate, Ornamental Picket Fence, 3- 1/2' High, 4' Wide	UNIT	\$	950.00	1		0.00	1.00	1.00	\$950.00	\$950.00
12	Park Bench	UNIT	\$	1,800.00	3		3.00	0.00	3.00	\$5,400.00	\$0.00
13	Concrete Sidewalk, 4" Thick	SY	\$	99.00	100		100.00	0.00	100.00	\$9,900.00	\$0.00
14	Borrow Topsoil	CY	\$	50.00	40		0.00	0.00	0.00	\$0.00	\$0.00
15	Topsoil Spreading, 5" Thick	SY	\$	5.00	300		300.00	0.00	300.00	\$1,500.00	\$0.00
16	Fertilizing and Seeding, Type A-3	SY	\$	3.00	300		300.00	0.00	300.00	\$900.00	\$0.00
17	Straw Mulching	SY	\$	2.00	300		300.00	0.00	300.00	\$600.00	\$0.00
18	Allowance for Police Traffic Directors	Allow.	\$	5,000.00	1		0.00	0.00	0.00	\$0.00	\$0.00
19	Allowance for Irrigation System Relocation	Allow.	\$	10,000.00	1		0.00	0.00	0.00	\$0.00	\$0.00
20	Flagpole, 30' Tall	LS	\$	7,500.00	1		0.00	1.00	1.00	\$7,500.00	\$7,500.00
N. C. W. 1818		Laurines C. Co.	3724		was and days			TOTAL B	ASE BID 1	\$368,860.00	\$9,650.00
Base B	id 2 (CDBG Funded)			4							
21	6" Polyvinyl Chloride Sewer Pipe	LF	\$	100.00	70		63.00	0.00	63.00	\$6,300.00	\$0.00
22	Sanitary Cleanout	UNIT	\$	550.00	1		1.00	0.00	1.00	\$550.00	\$0.00
23	Sanitary Sewer Service Connection	UNIT	\$	1,800.00	1		1.00	0.00	1.00	\$1,800.00	\$0.00
24	1" Polyethylene Water Pipe Furnish Material and Labor for	LF	\$	40.00	80		72.00	0.00	72.00	\$2,880.00	\$0.00
25	Electrical Equipment Furnish Material and Labor for	LS	\$	24,761.00	1		0.75	0.25	1.00	\$24,761.00	\$6,190.25
26	Raceway and Wire	LS	\$	11,680.00	1		0.75	0.25	1.00	\$11,680.00	\$2,920.00
27	Prefabricated Restroom Building	LS	\$	270,152.00	1		0.95	0.05	1.00	\$270,152.00	\$13,507.60
S-1	Exercise Equipment	LS	\$	13,822.00		1	1.00	0.00	1.00	\$13,822.00	\$0.00

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

COMMUNITY CENTER PLAYGROUND IMPROVEMENTS

TOWNSHIP OF VERONA

ESSEX COUNTY, NEW JERSEY OUR FILE NO. VA-130

Estimate Number: 5 Final

S-2	Under Drain System	LS	\$ 16,750.00	1	1.00	0.00	1.00	\$16,750.00	\$0.00
S-3	ADA Walkway and Railing Adjustments	LS	\$ 28,500.00	1	0.00	1.00	1.00	\$28,500.00	\$28,500.00
S-4	Additional Fence	LS	\$ 7,800.00	1	0.00	1.00	1.00	\$7,800.00	\$7,800.00
	No. 300-25 - 12-23-25-15-10-25-10-10-25-10-25-10-25-10-25-10-25-10-25-10-25-10-25-10-25-10-25-10-25-10-25-10-2					TOTAL B	ASE BID 2	\$384,995.00	\$58,917.85
					TOTAL BAS	E BID 1 & B	ASE BID 2	\$753,855.00	\$68,567.85

Notice: Bills to be considered for payment must be presented to the Treasurer properly signed and certified on this form on or before DATE(S) ESTABLISHED BY TOWNSHIP

Township of Verona 600 Bloomfield Avenue, Suite 3 Verona, NJ 07044

	10	Picerr	io Giordano)				
	Address	200 M	arket Stree	et	Date		1/7/2025	es: Lu
	City & State	e Kenilw	vorth, NJ 07	7033				
				Dept.				
								=
		Note: /	All Bills Mus	t Be Properly Certified Before Payme	ent Transport		DOLLARS	
Date of Deliv	ery or Service		Itemized Descr	iption of Goods or Services Rendered	UNIT PRICE		CENTS	
		For Wo	ork Perfor	med and Material Furnished				
		in the	e Construc	tion of:				
		Commun	nity Cente					
		Townsh	nip of Ver					
		Essex	County, N	ew Jersey				
		Estima	ate No. 5	Final				
		Dated	: 11/14/20	24				
		Eight	y-Two Thou	sand Two Hundred		\$	82,273	.59
		Sevent	y-Three an	d .59/100 Dollars				
					TOTAL	\$	82,273	.59
Date	the articles have by any person	e been fui or persons s justly du	d certify under rnished or serv s with the know e and owing; a	ant's Certification and Declaration the penalties of the law that the within bill is fices rendered as stated therein; that no bone fledge of this claimant in connection with the find that the amount charged is a reasonable	us has been giv above claim; tone.	ven c	or received ne amount	
			Space Belov	v To Be Filled Out By Municipal Officials				
			OFFICER'S	S OR EMPLOYEE'S CERTIFICATION				
		or the serv	vices rendered;	urse of regular procedures, I certify that the r s said certification is based on delivery slips a procedures.				
Signature					Title			
APPROPRIATION OR ACCOUNT CHARGED				Examined and appro	ved for payment:			
						•••••	Commissioner	•••••••••••••••••••••••••••••••••••••••
		-			Director of Pa		e and Finance	
		-			Director of Ke	venu	e and i mance	
				Payment Record Date Paid	Т	Acco	unt	
				Check No.		7000	unt	



CHANGE ORDER

				Char	ige Order No	1 Final	
					Date:	1/7/2025	
					Job No.:	VA-130	
				Commur	nity Center Play	ground	
	Picerno	Giordano	_	Improvements			
	CONT	RACTOR			PROJECT		
2	200 Market Street,	Kenilworth NJ 07033		Township of	Verona, Essex	County NJ	
	ADI	DRESS	_		OWNER/COUNTY		
Gentleme	n:						
following	changes in the co	visions of the specifications on tract quantities or in the caut the prices stated.					
Location o	of Proposed Char	nge:	Within	Project Limits	LANGE PER CONTRACT MANAGEMENT AND ADMINISTRATION OF THE PER CONTRACT MANAGEMENT AND ADMINISTRATION OF THE PER		
Nature an	d Reason of Char	nge:	Reflect	As-Built Quantiti	es	3000	
ITEM NO.		ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL	
	1 (Township Fund						
8	the second of the second	, PVC Coated Steel, 6' High	LF	-20	\$60.00	-\$1,200.00	
9		Fence, PVC Coated Steel, 6'	UNIT	1	\$1,200.00	\$1,200.00	
14	Borrow Topsoil		CY	-40	\$50.00	-\$2,000.00	
18	Allowance for Pol	ice Traffic Directors	Allow.	-1	\$5,000.00	-\$5,000.00	
19		gation System Relocation	Allow.	-1	\$10,000.00	-\$10,000.00	
	2 (CDBG Funded)			-			
21	6" Polyvinyl Chlor		LF	-7	\$100.00	-\$700.00	
24	1" Polyethylene V		LF	-8	\$40.00	-\$320.00	
S-1	Exercise Equipme		LS	1	\$13,822.00	\$13,822.00	
S-2	Under Drain Systo		LS	1	\$16,750.00	\$16,750.00	
S-3		d Railing Adjustments	LS	1	\$28,500.00	\$28,500.00	
S-4	Additional Fence		LS	1	\$7,800.00	\$7,800.00	
Amount of	Original Contract	\$705,003.00	<u> </u>	Supplemental	\$66,87	72.00	
Change Or	der No. 1	\$48,852.00	_0	Extra	\$1,20	0.00	
Adjusted C	ontract Amount	\$753,855.00	c	Reduction	-\$19,2	20.00	
Change in Contract 6.93%			_	Net Amount	\$48,852.00		
Recommended for Approval BOSWELL ENG			ete INEERING		_	1/17/20 DATE	
Approved	8) 1 OWNE	R		-	DATE	
Accepted		Mina	a Vena 1/07/20:				
	92	CONTRAC	TOR		_	DATE	

BOSWELL ENGINEERING 330 PHILLIPS AVENUE

SOUTH HACKENSACK, NEW JERSEY 07606

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF: COMMUNITY CENTER PLAYGROUND IMPROVEMENTS

TOWNSHIP OF VERONA

ESSEX COUNTY, NEW JERSEY OUR FILE NO. VA-130

Estimate Num	ber: 5 Final					
Period Ending	g: 11/14/24					
		Contractor:	Picerno Giord 200 Market St Kenilworth, N	reet		
	Base Contract Amount:		\$705,003.00	Total Amount Esti	mated:	\$753,855.00
	Less Reductions:			Less 0% Reta	ainage:	\$0.00
	Plus Increases:		\$48,852.00	Total Net Amount Esti	mated:	\$753,855.00
	Amended Contract Amount:		\$753,855.00	Less Amount Previousl	y Paid:	\$671,581.41
	Percent Complete:		100%	Amount Due This Es	timate:	\$82,273.59
				Estimated By: Approved By:	Laura Cal Scott Do	
		FOR USE B	Y THE TOWNSH	HIP OF VERONA		
Verified by:					Du/a	
vernieu by.		(Business	Administrator)		(Project Enginee	er)
Audited by:						
		(Chief Fin	ancial Officer)			

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

COMMUNITY CENTER PLAYGROUND IMPROVEMENTS

TOWNSHIP OF VERONA

ESSEX COUNTY, NEW JERSEY OUR FILE NO. VA-130

Estimate Number: 5 Final

Estim	Estimate Number: 5 Final										
ITEM	DESCRIPTION	UNIT	ı	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	AMENDED CONTRACT QUANTITY	QUANTITY PREV. ALLOWED	QUANTITY ALLOWED THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
Base B	Base Bid 1 (Township Funded)										
1	Soil Erosion and Sediment Control Measures	LS	\$	15,500.00	1		1.00	0.00	1.00	\$15,500.00	\$0.00
2	Clearing Site	LS	\$	75,000.00	1		1.00	0.00	1.00	\$75,000.00	LLAN VONCONO
3	Modular Block Retaining Wall	SF	\$	100.00	20		20.00	0.00	20.00	\$2,000.00	\$0.00
4	Concrete Edge Curb	LF	\$	48.00	400		400.00	0.00	400.00	\$19,200.00	\$0.00
5	Playground Equipment Installation	LS	\$	61,600.00	1		1.00	0.00	1.00	\$61,600.00	\$0.00
6	Adult Exercise Equipment Installation	LS	\$	22,000.00	1		1.00	0.00	1.00	\$22,000.00	\$0.00
7	Poured in Place Playground Safety Surface	SF	\$	21.00	5,500		5,500.00	0.00	5,500.00	\$115,500.00	\$0.00
8	Chain-Link Fence, PVC Coated Steel, 6' High	LF	\$	60.00	400		380.00	0.00	380.00	\$22,800.00	\$0.00
9	Gate, Chain-Link Fence, PVC Coated Steel, 6' High, 4' Wide	UNIT	\$	1,200.00	3		3.00	1.00	4.00	\$4,800.00	\$1,200.00
10	Ornamental Picket Fence, 3-1/2' High	LF	\$	53.00	70		70.00	0.00	70.00	\$3,710.00	\$0.00
11	Gate, Ornamental Picket Fence, 3- 1/2' High, 4' Wide	UNIT	\$	950.00	1		0.00	1.00	1.00	\$950.00	\$950.00
12	Park Bench	UNIT	\$	1,800.00	3		3.00	0.00	3.00	\$5,400.00	\$0.00
13	Concrete Sidewalk, 4" Thick	SY	\$	99.00	100		100.00	0.00	100.00	\$9,900.00	\$0.00
14	Borrow Topsoil	CY	\$	50.00	40		0.00	0.00	0.00	\$0.00	\$0.00
15	Topsoil Spreading, 5" Thick	SY	\$	5.00	300		300.00	0.00	300.00	\$1,500.00	\$0.00
16	Fertilizing and Seeding, Type A-3	SY	\$	3.00	300		300.00	0.00	300.00	\$900.00	\$0.00
17	Straw Mulching	SY	\$	2.00	300		300.00	0.00	300.00	\$600.00	\$0.00
18	Allowance for Police Traffic Directors	Allow.	\$	5,000.00	1		0.00	0.00	0.00	\$0.00	\$0.00
19	Allowance for Irrigation System Relocation	Allow.	\$	10,000.00	1		0.00	0.00	0.00	\$0.00	\$0.00
20	Flagpole, 30' Tall	LS	\$	7,500.00	1		0.00	1.00	1.00	\$7,500.00	\$7,500.00
N. C. W. 1818		Laurines C. Co.	3724		was and days			TOTAL B	ASE BID 1	\$368,860.00	\$9,650.00
Base B	id 2 (CDBG Funded)			4							
21	6" Polyvinyl Chloride Sewer Pipe	LF	\$	100.00	70		63.00	0.00	63.00	\$6,300.00	\$0.00
22	Sanitary Cleanout	UNIT	\$	550.00	1		1.00	0.00	1.00	\$550.00	\$0.00
23	Sanitary Sewer Service Connection	UNIT	\$	1,800.00	1		1.00	0.00	1.00	\$1,800.00	\$0.00
24	1" Polyethylene Water Pipe Furnish Material and Labor for	LF	\$	40.00	80		72.00	0.00	72.00	\$2,880.00	\$0.00
25	Electrical Equipment Furnish Material and Labor for	LS	\$	24,761.00	1		0.75	0.25	1.00	\$24,761.00	\$6,190.25
26	Raceway and Wire	LS	\$	11,680.00	1		0.75	0.25	1.00	\$11,680.00	\$2,920.00
27	Prefabricated Restroom Building	LS	\$	270,152.00	1		0.95	0.05	1.00	\$270,152.00	\$13,507.60
S-1	Exercise Equipment	LS	\$	13,822.00		1	1.00	0.00	1.00	\$13,822.00	\$0.00

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

COMMUNITY CENTER PLAYGROUND IMPROVEMENTS

TOWNSHIP OF VERONA

ESSEX COUNTY, NEW JERSEY OUR FILE NO. VA-130

Estimate Number: 5 Final

S-2	Under Drain System	LS	\$ 16,750.00	1	1.00	0.00	1.00	\$16,750.00	\$0.00
S-3	ADA Walkway and Railing Adjustments	LS	\$ 28,500.00	1	0.00	1.00	1.00	\$28,500.00	\$28,500.00
S-4	Additional Fence	LS	\$ 7,800.00	1	0.00	1.00	1.00	\$7,800.00	\$7,800.00
	No. 300-25 - 12-23-25-15-10-25-10-10-25-10-25-10-25-10-25-10-25-10-25-10-25-10-25-10-25-10-25-10-25-10-25-10-2					TOTAL B	ASE BID 2	\$384,995.00	\$58,917.85
					TOTAL BAS	E BID 1 & B	ASE BID 2	\$753,855.00	\$68,567.85

TOWNSHIP OF VERONA COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-

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

AUTHORIZING A CONTRACT WITH ALS GROUP USA CORP.

WHEREAS, the Township's Water/Sewer Utility is required by the NJ DEP to conduct analyses required to the treatment of wastewater; and

WHEREAS, ALS Group USA Corp., DBA ALS Environmental provides such laboratory services; and

WHEREAS, such services may be awarded without competitive bidding pursuant to $N.J.S.A.\ 40A:11-5(dd)$; and

WHEREAS, the QPA has determined that the value of the service will exceed \$17,500; and

WHEREAS, this expenditure shall be charged in an amount not to exceed \$21,000 to Budget Account5-05-55-502-380 or any other account that may be deemed appropriate by the Chief Financial Officer or her designee, and the availability of funds have been contingently certified by the Chief Financial Officer; and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, New Jersey that ALS Group USA Corp. DBA ALS Environmental is hereby awarded a contract laboratory testing services to conduct analysis required by the NJ DEP not to exceed \$21,000.00.

BE IT FURTHER RESOLVED that this contract is being awarded pursuant to *N.J.S.A.* 19:44A-20.5.

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

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON FEBRUARY 3, 2025.

JENNIFER KIERNAN MUNICIPAL CLERK

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

	ALS GROUP USA CORP. DBA ALS ENVIRONMENTAL
ADDRESS:	801 FULLING MILL ROAD, MIDDLETOWN, PA 17057
	
PHONE NUMBER: _	717-944-5541
FAX NUMBER:	NONE
FEDERAL I.D. NUM	BER: 76-0606676
	PREPARING BID: SHILOH SUMMY
	717-944-5541 EXT. 3147
	RSON FOR CORRESPONDENCE REGARDING THE PROPOSAL
NAME: SHIL	OH SUMMY
ADDRESS: 301	FULLING MILL ROAD, MIDDLETOWN, PA 17057
	4-5541 FAX NUMBER: NONE
	SHILOH.SUMMY@ALSGLOBAL.COM
	PROJECT COORDINATOR
COMPANY NAME:	ALS GROUP USA CORP. DBA ALS ENVIRONMENTAL
ADDRESS:	301 FULLING MILL ROAD, MIDDLETOWN, PA 17057
	717-944-5541
CELL PHONE NUM	BER:717-304-3903
FAX NUMBER:	NONE
	ACT: KELLI WOLFGANG
	KELLI.WOLFGANG@ALSGLOBAL.COM

TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS N.J.S.A. 19:44A-20.8

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ALS GROUP USA CORP. DBA ALS ENVIRONMENTAL (company name) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding Jan 1, 2022 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Verona or the respective Essex County political parties listed below pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Essex County:	Verona Township Council:
County Democratic Committee	Mayor Dr. Christopher Tamburro
County Republican Committee	Deputy Mayor Jack McEvoy
Commissioner Patricia Sebold	Councilman Alex Roman
Commissioner Wayne L. Richardson	Councilwoman Christine McGrath
Commissioner Romaine Graham	Councilwoman Cynthia Holland
Commissioner Brendan W. Gill	
Commissioner Leonard Luciano	
County Executive Joseph DiVincenzo	
County Clerk Christopher Durkin	
County Surrogate Alturrick Kenney	
County Sheriff Armando B. Fontauro	
County Register of Deeds Juan M. Rivera, Jr.	

Name of Business Entity:

ALS GROUP USA CORP. DBA ALS ENVIRONMENTAL

Signature of Affiant:

Printed Name of Affiant:

SHILOH SUMMY

Subscribed and sworn before me this

Ilim day of January, 2024. 2025

Liu Andrew

Notary Public

Commission Expires:

December 2027

and certification, I and/or the business entity, will be liable for any penalty permitted

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

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

Name: ALS Limited	Name:ALS GROUP GENERAL PARTNERSHIP
Home Address:	Home Address:
Name: ALS TESTING SERVICES GROUP, INC. Home Address: 818 W 7TH St Ste 930 Los Angeles, CA, 90017-347	Name: AUSTRALIAN LABORATORY SERVICES, PTY LTD Home Address: LEVEL 2, 299 CORONATION DR., MILTON QUEENSLAND, AU 4064
Name:	Name:

CONTINUED ON NEXT PAGE

STATEMENT OF OWNERSHIP OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)

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

PART III

Any Direct or Indirect Parent Entity Which is Publicly Traded:

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

that contain the information on each person that not	as a 10 person 0
Pages attached with name and address of ea and address of each person that holds a 10 p	nch publicly traded entity as well as the name bercent or greater beneficial interest.
OR	
Submit here the links to the Websites (URLs	s) containing the last annual filings with
the federal Securities and Exchange Commi	ssion or the foreign equivalent.
AND	,
Submit here the relevant page numbers of person holding a 10 percent or greater benefici	the filings containing the information on each al interest.
Subscribed and sworn before me this	Ships dinning
May of Tanuary 2024 2025	Affiant Signature
Leu & Below	Shilon Sunny Middlest Regional Myr Affiant Name and Title
Notary Public	AMARI Name and Table
Commission Expires: (Notary Stamp/Seal)	(Corporate Seals is appropriate)
Compared to the control of the contr	TOF OWNERSHIP SEAL 1999
12 (1 - 12) 	Toyas and the
	Was to A de la faire de la fai

January 2024

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

	ALS GROUP USA CORP. DBA ALS ENVIRONMENTAL
ADDRESS:	801 FULLING MILL ROAD, MIDDLETOWN, PA 17057
	
PHONE NUMBER: _	717-944-5541
FAX NUMBER:	NONE
FEDERAL I.D. NUM	BER: 76-0606676
	PREPARING BID: SHILOH SUMMY
	717-944-5541 EXT. 3147
	RSON FOR CORRESPONDENCE REGARDING THE PROPOSAL
NAME: SHIL	OH SUMMY
ADDRESS: 301	FULLING MILL ROAD, MIDDLETOWN, PA 17057
	4-5541 FAX NUMBER: NONE
	SHILOH.SUMMY@ALSGLOBAL.COM
	PROJECT COORDINATOR
COMPANY NAME:	ALS GROUP USA CORP. DBA ALS ENVIRONMENTAL
ADDRESS:	301 FULLING MILL ROAD, MIDDLETOWN, PA 17057
	717-944-5541
CELL PHONE NUM	BER:717-304-3903
FAX NUMBER:	NONE
	ACT: KELLI WOLFGANG
	KELLI.WOLFGANG@ALSGLOBAL.COM

TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS N.J.S.A. 19:44A-20.8

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ALS GROUP USA CORP. DBA ALS ENVIRONMENTAL (company name) has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding Jan 1, 2022 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Verona or the respective Essex County political parties listed below pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Essex County:	Verona Township Council:
County Democratic Committee	Mayor Dr. Christopher Tamburro
County Republican Committee	Deputy Mayor Jack McEvoy
Commissioner Patricia Sebold	Councilman Alex Roman
Commissioner Wayne L. Richardson	Councilwoman Christine McGrath
Commissioner Romaine Graham	Councilwoman Cynthia Holland
Commissioner Brendan W. Gill	
Commissioner Leonard Luciano	
County Executive Joseph DiVincenzo	
County Clerk Christopher Durkin	
County Surrogate Alturrick Kenney	
County Sheriff Armando B. Fontauro	
County Register of Deeds Juan M. Rivera, Jr.	

Name of Business Entity:

ALS GROUP USA CORP. DBA ALS ENVIRONMENTAL

Signature of Affiant:

Printed Name of Affiant:

SHILOH SUMMY

Subscribed and sworn before me this

Ilim day of January, 2024. 2025

Liu Andrew

Notary Public

Commission Expires:

December 2027

and certification, I and/or the business entity, will be liable for any penalty permitted

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

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

Name: ALS Limited	Name:ALS GROUP GENERAL PARTNERSHIP
Home Address:	Home Address:
Name: ALS TESTING SERVICES GROUP, INC. Home Address: 818 W 7TH St Ste 930 Los Angeles, CA, 90017-347	Name: AUSTRALIAN LABORATORY SERVICES, PTY LTD Home Address: LEVEL 2, 299 CORONATION DR., MILTON QUEENSLAND, AU 4064
Name:	Name:

CONTINUED ON NEXT PAGE

STATEMENT OF OWNERSHIP OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)

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

PART III

Any Direct or Indirect Parent Entity Which is Publicly Traded:

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

that contain the information on each person that not	as a 10 person 0
Pages attached with name and address of ea and address of each person that holds a 10 p	nch publicly traded entity as well as the name bercent or greater beneficial interest.
OR	
Submit here the links to the Websites (URLs	s) containing the last annual filings with
the federal Securities and Exchange Commi	ssion or the foreign equivalent.
AND	,
Submit here the relevant page numbers of person holding a 10 percent or greater benefici	the filings containing the information on each al interest.
Subscribed and sworn before me this	Ships dinning
May of Tanuary 2024 2025	Affiant Signature
Leu & Below	Shilon Sunny Middlest Regional Myr Affiant Name and Title
Notary Public	AMARI Name and Table
Commission Expires: (Notary Stamp/Seal)	(Corporate Seals is appropriate)
Compared to the control of the contr	TOF OWNERSHIP SEAL 1999
12 (1 - 12) 	Toyas and the
	Was to A de la faire de la fai

January 2024

TOWNSHIP OF VERONA COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-

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

AUTHORIZING A CONTRACT WITH EDMUNDS & ASSOCIATES, INC.

WHEREAS, there exists a need to renew the software maintenance for the Edmunds System; and

WHEREAS, services such as support and/or maintenance of proprietary hardware and software may be awarded without competitive bidding pursuant to *N.I.S.A.* 40*A*:11-5(*dd*); and

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

WHEREAS, this expenditure shall be charged in an amount not to exceed \$25,000 to Budget Accounts 5-01-20-145-122 and 5-05-55-502-368 or any other account that may be deemed appropriate by the Chief Financial Officer or her designee, and the availability of funds have been contingently certified by the Chief Financial Officer; and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, New Jersey that Edmunds & Associates, Inc., 301A Tilton Road, Northfield, NJ 08225 is hereby awarded a contract for the software maintenance for the Edmunds software system not to exceed \$25,000.00.

BE IT FURTHER RESOLVED that this contract is being awarded pursuant to *N.J.S.A.* 19:44A-20.5.

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

ROLL CALL:

AYES:

NAYS:

ABSENT:

ABSTAIN:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON FEBRUARY 3, 2025.

JENNIFER KIERNAN MUNICIPAL CLERK

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

TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS N.J.S.A. 19:44A-20.8

The undersigned, being authorized and knowledgeable o	of the circumstances, does hereby
certify that Edmunds GovTech Inc.	(company name)
,	

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding Jan 1, 2022 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Verona or the respective Essex County political parties listed below pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Essex County:	Verona Township Council:
County Democratic Committee	Mayor Dr. Christopher Tamburro
County Republican Committee	Deputy Mayor Jack McEvoy
Commissioner Patricia Sebold	Councilman Alex Roman
Commissioner Wayne L. Richardson	Councilwoman Christine McGrath
Commissioner Romaine Graham	Councilwoman Cynthia Holland
Commissioner Brendan W. Gill	
Commissioner Leonard Luciano	
County Executive Joseph DiVincenzo	
County Clerk Christopher Durkin	
County Surrogate Alturrick Kenney	
County Sheriff Armando B. Fontauro	
County Register of Deeds Juan M. Rivera, Jr.	
<u> </u>	

and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Edmunds GovTech Ir Signature of Affiant:	Title: Sr. VP	
Printed Name of Affiant: Richared Evoy	Date: 1/15/25	
Subscribed and sworn before me this 15 day of Jonuary 2025 Notary Public Notary Public Notary Pi Commission Expires: STATE OF	(Notary Stamp/Gagt)	The second second

STATEMENT OF OWNERSHIP OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)

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

PART III

Any Direct or Indirect Parent Entity Which is Publicly Traded:

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

Pages attached with name and address and address of each person that holds a	of each publicly traded entity as well as the name 10 percent or greater beneficial interest.
	OR
Submit here the links to the Websites (U	JRLs) containing the last annual filings with
the federal Securities and Exchange Cor	mmission or the foreign equivalent.
A	ND
Submit here the relevant page numbers person holding a 10 percent or greater bene	s of the filings containing the information on each eficial interest.
Subscribed and sworn before me this 15 day of January 2025	Affiant Signature Richard FV8L
Notary Public NOTARY PUBLIC STATE OF NEW JERSEY Commission Depires March as a supplemental point of the second public of the second	Affiant Name and Title (Corporate all apprent of OWNERSHT) W SEAL August 15, 1978

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

TOWNSHIP OF VERONA, COUNTY OF ESSEX, NEW JERSEY BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS N.J.S.A. 19:44A-20.8

The undersigned, being authorized and knowledgeable o	of the circumstances, does hereby
certify that Edmunds GovTech Inc.	(company name)
,	

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding Jan 1, 2022 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Verona or the respective Essex County political parties listed below pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Essex County:	Verona Township Council:
County Democratic Committee	Mayor Dr. Christopher Tamburro
County Republican Committee	Deputy Mayor Jack McEvoy
Commissioner Patricia Sebold	Councilman Alex Roman
Commissioner Wayne L. Richardson	Councilwoman Christine McGrath
Commissioner Romaine Graham	Councilwoman Cynthia Holland
Commissioner Brendan W. Gill	
Commissioner Leonard Luciano	
County Executive Joseph DiVincenzo	
County Clerk Christopher Durkin	
County Surrogate Alturrick Kenney	
County Sheriff Armando B. Fontauro	
County Register of Deeds Juan M. Rivera, Jr.	

and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Edmunds GovTech Ir	Title: Sr. VP	
Printed Name of Affiant: Richared Evoy	Date: 1/15/25	
Subscribed and sworn before me this 15 day of Jonuary 2025 Notary Public ID # 2431 NOTARY PI Commission Expires: STATE OF	(Notary Stampy beat)	

STATEMENT OF OWNERSHIP OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)

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

PART III

Any Direct or Indirect Parent Entity Which is Publicly Traded:

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

Pages attached with name and address and address of each person that holds a	of each publicly traded entity as well as the name 10 percent or greater beneficial interest.
	OR
Submit here the links to the Websites (U	JRLs) containing the last annual filings with
the federal Securities and Exchange Cor	mmission or the foreign equivalent.
A	ND
Submit here the relevant page numbers person holding a 10 percent or greater bene	s of the filings containing the information on each eficial interest.
Subscribed and sworn before me this 15 day of January 2025	Affiant Signature Richard FV8L
Notary Public NOTARY PUBLIC STATE OF NEW JERSEY Commission Depires Marrels as a serior public state of the serior public state	Affiant Name and Title (Corporate all applement of OWNERSHT) W SEAL August 15, 1978

TOWNSHIP OF VERONA COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-

A motion was made by $\mbox{\ \ \ \ \ }$; seconded by $\mbox{\ \ \ \ \ }$ that the following resolution be adopted:

ACCEPTING RECOMMENDATIONS FOR 2025 PROFESSIONAL SERVICES

WHEREAS, the Township advertised for contract #2024-19 – 2025 Professional Services o October 3, 2024; and

WHEREAS, the Township received RFPs for various professional services on November 7, 2024; and

WHEREAS, the Deputy Manager has reviewed and make the following recommendations for various 2025 Professional Services:

DeCotiis, GitzPatrick, Cole & Giblin, LLP
DMR Architects
Hendricks Appraisal Co
PKF O'Connor Davies
McManimon, Scotland & Baumann
Millennimum
No appointment recommended at this date
Aloia Law Firm/Hatfield Schwartz if conflict arises
Proposal forwarded to Planning Board for this consideration.
Proposal forwarded to Planning Board for this consideration.
Acacia Financial Group
Aloia Law Firm & McManimon, Scotland & Baumann
H2M Architects & Engineers
Brown & Brown
Florio, Kenny & Reval
Law Offices of Michael A. DeMiro, Jr./ Aloia Law Firm if conflict arises
Solutions Architecture
COUNCIL APPOINTMENT
Boswell Engineering
H2M Architects & Engineers

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona in the County of Essex, New Jersey that the recommendations for 2025 Professional Services is hereby accepted.

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 FEBRUARY 3, 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 RENT CONTROL BOARD ATTORNEY

WHEREAS, the Township requires a qualified attorney to provide legal services for the Rent Control Board; 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 Alex Graziano, Esq., of Graziano & Campi, PC having its principal office at 155 Pompton Ave, Verona, NJ 07044 (hereinafter "Attorney") is quailed to provide the necessary legal services; and,

WHEREAS, the Administration recommends retaining the Attorney to perform the services in the amount not to exceed \$17,500 for calendar year 2025.

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 Alex Graziano, Esq. in accordance with the agreement 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 ant 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 Alex Graziano, Esq., of Graziano & Campi, 155 Pompton Ave, 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 FEBRUARY 3, 2025.

JENNIFER KIERNAN MUNICIPAL CLERK

AGREEMENT FOR LEGAL SERVICES TOWNSHIP OF VERONA

This Agreement made and entered into this ____ day of February , 2025, effective as of January 1, 2025, by and between the Township of Verona (the "Township") and ALEXANDER J. GRAZIANO, ESQUIRE (the "Attorney"), 155 Pompton Avenue, Suite 206, Verona, New Jersey, 07044.

WITNESSETH:

WHEREAS, the Township Council of the Township of Verona passed Resolution No. 2025—awarding a contract for Legal Services to the Attorney for a period commencing January 1, 2025 and terminating on December 31, 2025 or immediately upon notice as provided herein (the "Contract Period"); and

WHEREAS, the Township wishes to engage the professional services of the Attorney to perform legal services for the Township for the period commencing January 1, 2025 and terminating on December 31, 2025 or immediately upon notice as provided herein (the "Contract Period"); and

WHEREAS, the Township and the Attorney do hereby wish to enter into this Agreement for professional services (the "Contract").

NOW, THEREFORE, the Township and the Attorney mutually agree as follows:

- **1. APPOINTMENT:** The Township hereby retains the Attorney for the Contract Period and the Attorney hereby accepts such appointment.
- 2. <u>SCOPE OF PROFESSIONAL SERVICES</u>: The Attorney shall act as Township Attorney for the Township of Verona and shall do, perform and carry out all necessary professional services in a satisfactory and proper manner, as determined by the Township.
- **3. PAYMENT** The Township agrees to pay the Attorney the following:
 - a. Fees: Attorney shall be paid a annual retainer fee in the amount of seven thousand five hundred dollars (\$7,500). The following services shall be included in the monthly retainer: attendance at all Council meetings, regular or special; review/draft resolutions and ordinances; review minutes; legal advice and/or opinions, written and oral, upon any question of law (except matters dealing with litigation, hearings, arbitrations, negotiations, Court proceedings, and labor and employment issues) pertaining to Township affairs submitted by the Township's Manager or Council majority. These services shall be known as "General Services." Compensation for any and all legal services outside of the "General Services" which the Township may require for litigation, labor and employment issues, prosecution and/or defense of all legal actions, hearings, arbitrations and court proceedings against the Township, its employees, departments and agencies thereof, shall be paid at the Township's current established hourly billing rate for professional legal services of \$125.00 per hour for all attorney legal work performed. Should the Township increase that rate by the passage of a resolution, ordinance or the hiring of additional outside Council at an increased rate, the hourly rate of \$125.00 contained herein will automatically increase to the hourly rate established by the Township. Furthermore, the Township shall pay the Attorney \$75.00 per hour for any paralegal work performed on services other than General Services. The Township

shall also be responsible for the payment of all litigation costs such as court costs, stenographic fees, sheriff's fees, expert witness fees, investigative services, document reproduction (.02 per page or actual cost if outside service is utilized), overnight mail, and all other expenses incurred exclusively resulting from the professional services rendered as Township Attorney. The Township Manager can direct the Attorney to perform such additional services as he determines necessary outside the scope of the General Services outlined herein.

- b. Payment/Monthly Invoices: The Township agrees pay the Attorney for General Services on a monthly basis at the rate indicated above. Furthermore, the Attorney shall submit monthly invoices for any and all additional professional services rendered outside of the General Services and for any expenses incurred. Township shall pay all invoices within thirty (30) days of their receipt by the Township subject to the Township's right to withhold payment for any bill in dispute until such disputes are resolved to the mutual satisfaction of the parties. The Township will notify the Attorney in writing of any disputed bills within thirty (30) days of their receipt. Such notice will identify the disputed charge, the basis for the dispute and the proposed remedy.
- **TERMINATION:** Subject to any prohibitions under the law, the Township may terminate this Contract for any reason legal reason, at any time by adoption of a Resolution to such effect providing Attorney with the notice as required in the appointment resolution. Should this Contract be so terminated, the Attorney shall be entitled to compensation for services rendered prior to the date of termination including payment of the full retainer for every month or portion of any month worked prior to termination.
- 5. <u>BINDING OF PARTIES</u>: The Township and the Attorney agree to be bound and do hereby bind themselves as far as duties required of the Attorney and payment therefore by the Township.
- 6. NO EMPLOYER EMPLOYEE RELATIONSHIP: Notwithstanding anything to the contrary herein, the Township and the Attorney agree that this Contract shall not be deemed to create an employer-employee relationship between the Township and the Attorney, and that no rights and privileges of a Township's employees shall inure to the Attorney hereby.
- 7 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE: During the performance of this Contract, the Attorney agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:
 - a. During the performance of this contract, the Attorney agrees as follows: The Attorney or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Attorney will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Attorney agrees

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

- b. The Attorney or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The Attorney or subcontractor, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Attorney's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Attorney or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans With Disabilities Act.
- e. The Attorney or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
- f. The Attorney or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The Attorney or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- h. In conforming with the targeted employment goals, the Attorney or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i. The Attorney and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

- **8. GOVERNING LAW**: This Contract shall be deemed to be a Contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey.
- **9. ENTIRE AGREEMENT:** This Contract fully and completely expresses the parties' understandings and agreements, supersedes any understandings or agreements previously made between the parties. Moreover, this Contract may not be changed or orally terminated by either party. It may be amended only by a written agreement, executed by both parties hereto.
- 10. <u>DEFAULT AND CURE:</u> The Attorney will be deemed to be in default of this Agreement if the Attorney fails to fully perform all of the services set forth in paragraph 2 above. The Township shall notify the Attorney of its default, and the Attorney shall have fourteen (14) days within which to cure its default. If the Attorney fails to cure its default within fourteen (14) days, the Township shall be entitled to all damages arising out of the Attorney's default, including, but not limited to, compensatory, special and/or actual damages.
- 11. <u>SEVERABILITY AND LEGALITY</u>: The parties understand that this Agreement is governed by the Laws of the State of New Jersey. If any provision of this Agreement is deemed unenforceable, illegal or inconsistent with the then current Statutes or Rules or Regulations, such Statutes or Rules or Regulations shall govern. However, to the extent that enforceable provisions of this Agreement continue to exist and are not inconsistent with such Statues or Rules or Regulations, they shall remain binding upon the parties.
- **MODIFICATION OR WAIVER:** No modification or waiver of any of the terms of this Agreement, including this provision, shall be held valid unless in writing and signed by the party or parties sought to be charged. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- **13. COMPLETE AGREEMENT**: This Agreement contains the entire understanding of the parties and there are no representations, covenants or promises other than those expressly set forth herein.
- **14. SECTION HEADINGS**: The section headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.
- **15. BINDING EFFECT:** This Agreement is intended to bind and shall inure to the benefit of the parties hereto and their respective successor Townships, administrations, officers, directors, agents, successors, assigns and affiliates.

{SIGNATURE PAGE NEXT}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above, effective as of January 1, 2025.

TOWNSHIP OF VERONA

ALEXANDER J. GRAZIANO, ESQ.

BY:		BY:		
Kevin O'S			Alexander J. Graziano, Esq.	
Township	Manager			
Attest:				
Jennifer k				
Township	Clerk			

This Agreement is being executed in two original copies.

AGREEMENT FOR LEGAL SERVICES TOWNSHIP OF VERONA

This Agreement made and entered into this ____ day of February , 2025, effective as of January 1, 2025, by and between the Township of Verona (the "Township") and ALEXANDER J. GRAZIANO, ESQUIRE (the "Attorney"), 155 Pompton Avenue, Suite 206, Verona, New Jersey, 07044.

WITNESSETH:

WHEREAS, the Township Council of the Township of Verona passed Resolution No. 2025—awarding a contract for Legal Services to the Attorney for a period commencing January 1, 2025 and terminating on December 31, 2025 or immediately upon notice as provided herein (the "Contract Period"); and

WHEREAS, the Township wishes to engage the professional services of the Attorney to perform legal services for the Township for the period commencing January 1, 2025 and terminating on December 31, 2025 or immediately upon notice as provided herein (the "Contract Period"); and

WHEREAS, the Township and the Attorney do hereby wish to enter into this Agreement for professional services (the "Contract").

NOW, THEREFORE, the Township and the Attorney mutually agree as follows:

- **1. APPOINTMENT:** The Township hereby retains the Attorney for the Contract Period and the Attorney hereby accepts such appointment.
- 2. <u>SCOPE OF PROFESSIONAL SERVICES</u>: The Attorney shall act as Township Attorney for the Township of Verona and shall do, perform and carry out all necessary professional services in a satisfactory and proper manner, as determined by the Township.
- **3. PAYMENT** The Township agrees to pay the Attorney the following:
 - a. Fees: Attorney shall be paid a annual retainer fee in the amount of seven thousand five hundred dollars (\$7,500). The following services shall be included in the monthly retainer: attendance at all Council meetings, regular or special; review/draft resolutions and ordinances; review minutes; legal advice and/or opinions, written and oral, upon any question of law (except matters dealing with litigation, hearings, arbitrations, negotiations, Court proceedings, and labor and employment issues) pertaining to Township affairs submitted by the Township's Manager or Council majority. These services shall be known as "General Services." Compensation for any and all legal services outside of the "General Services" which the Township may require for litigation, labor and employment issues, prosecution and/or defense of all legal actions, hearings, arbitrations and court proceedings against the Township, its employees, departments and agencies thereof, shall be paid at the Township's current established hourly billing rate for professional legal services of \$125.00 per hour for all attorney legal work performed. Should the Township increase that rate by the passage of a resolution, ordinance or the hiring of additional outside Council at an increased rate, the hourly rate of \$125.00 contained herein will automatically increase to the hourly rate established by the Township. Furthermore, the Township shall pay the Attorney \$75.00 per hour for any paralegal work performed on services other than General Services. The Township

shall also be responsible for the payment of all litigation costs such as court costs, stenographic fees, sheriff's fees, expert witness fees, investigative services, document reproduction (.02 per page or actual cost if outside service is utilized), overnight mail, and all other expenses incurred exclusively resulting from the professional services rendered as Township Attorney. The Township Manager can direct the Attorney to perform such additional services as he determines necessary outside the scope of the General Services outlined herein.

- b. Payment/Monthly Invoices: The Township agrees pay the Attorney for General Services on a monthly basis at the rate indicated above. Furthermore, the Attorney shall submit monthly invoices for any and all additional professional services rendered outside of the General Services and for any expenses incurred. Township shall pay all invoices within thirty (30) days of their receipt by the Township subject to the Township's right to withhold payment for any bill in dispute until such disputes are resolved to the mutual satisfaction of the parties. The Township will notify the Attorney in writing of any disputed bills within thirty (30) days of their receipt. Such notice will identify the disputed charge, the basis for the dispute and the proposed remedy.
- **TERMINATION:** Subject to any prohibitions under the law, the Township may terminate this Contract for any reason legal reason, at any time by adoption of a Resolution to such effect providing Attorney with the notice as required in the appointment resolution. Should this Contract be so terminated, the Attorney shall be entitled to compensation for services rendered prior to the date of termination including payment of the full retainer for every month or portion of any month worked prior to termination.
- 5. <u>BINDING OF PARTIES</u>: The Township and the Attorney agree to be bound and do hereby bind themselves as far as duties required of the Attorney and payment therefore by the Township.
- 6. NO EMPLOYER EMPLOYEE RELATIONSHIP: Notwithstanding anything to the contrary herein, the Township and the Attorney agree that this Contract shall not be deemed to create an employer-employee relationship between the Township and the Attorney, and that no rights and privileges of a Township's employees shall inure to the Attorney hereby.
- 7 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE: During the performance of this Contract, the Attorney agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:
 - a. During the performance of this contract, the Attorney agrees as follows: The Attorney or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Attorney will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Attorney agrees

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

- b. The Attorney or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The Attorney or subcontractor, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Attorney's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Attorney or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans With Disabilities Act.
- e. The Attorney or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
- f. The Attorney or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The Attorney or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- h. In conforming with the targeted employment goals, the Attorney or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i. The Attorney and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

- **8. GOVERNING LAW**: This Contract shall be deemed to be a Contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey.
- **9. ENTIRE AGREEMENT:** This Contract fully and completely expresses the parties' understandings and agreements, supersedes any understandings or agreements previously made between the parties. Moreover, this Contract may not be changed or orally terminated by either party. It may be amended only by a written agreement, executed by both parties hereto.
- 10. <u>DEFAULT AND CURE:</u> The Attorney will be deemed to be in default of this Agreement if the Attorney fails to fully perform all of the services set forth in paragraph 2 above. The Township shall notify the Attorney of its default, and the Attorney shall have fourteen (14) days within which to cure its default. If the Attorney fails to cure its default within fourteen (14) days, the Township shall be entitled to all damages arising out of the Attorney's default, including, but not limited to, compensatory, special and/or actual damages.
- 11. <u>SEVERABILITY AND LEGALITY</u>: The parties understand that this Agreement is governed by the Laws of the State of New Jersey. If any provision of this Agreement is deemed unenforceable, illegal or inconsistent with the then current Statutes or Rules or Regulations, such Statutes or Rules or Regulations shall govern. However, to the extent that enforceable provisions of this Agreement continue to exist and are not inconsistent with such Statues or Rules or Regulations, they shall remain binding upon the parties.
- **12. MODIFICATION OR WAIVER:** No modification or waiver of any of the terms of this Agreement, including this provision, shall be held valid unless in writing and signed by the party or parties sought to be charged. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- **13. COMPLETE AGREEMENT**: This Agreement contains the entire understanding of the parties and there are no representations, covenants or promises other than those expressly set forth herein.
- **14. SECTION HEADINGS**: The section headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.
- **15. BINDING EFFECT:** This Agreement is intended to bind and shall inure to the benefit of the parties hereto and their respective successor Townships, administrations, officers, directors, agents, successors, assigns and affiliates.

{SIGNATURE PAGE NEXT}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above, effective as of January 1, 2025.

TOWNSHIP OF VERONA

ALEXANDER J. GRAZIANO, ESQ.

BY:		BY:		
Kevin O'S			Alexander J. Graziano, Esq.	
Township	Manager			
Attest:				
Jennifer k				
Township	Clerk			

This Agreement is being executed in two original copies.

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:

AMENDING THE CURRENT PLANT SELECTION LIST IN ACCORDANCE WITH THE CODE OF THE TOWNSHIP OF VERONA, ARTICLE XI, § 150-11.7

WHEREAS, the Code of Township of Verona Article XI entitled "Buffer and General Landscaping Requirements, § 150-11.7 "Plant selection and placement," requires the Township Council to adopt the recommended plant selection list at least once every February after the Verona Environmental Commission, in coordination with the Planning Board, and with input from other groups and professionals as the Verona Environmental Commission finds necessary, recommends updates to the plant selection list; and

WHEREAS, this year the Verona Environmental Commission has updated the recommendations of the plant selection and placement list and;

WHEREAS, the Township Council adopts the list attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Verona that the plant selection list attached hereto is affirmed by the Township Council, the list shall be considered part of the Code of the Township of Verona by reference therein and the list shall be posted online.

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 FEBRUARY 3, 2025.

JENNIFER KIERNAN MUNICIPAL CLERK

EVERGREEN TREES

Scientific Name Abies	Common Name Firs of all upright varieties	Deer Resistance B-C
Arborvitae (Green Giant recommended)	Arborvitae of all upright varieties	A-D
Cedrus	Cedars of all upright varieties	B-C
Ilex Opaca	American and other Holly varieties	Α
Juniperus	Junipers of all upright varieties	В
Picea	Spruces of all upright varieties	A-B
Pinus	Pines of all upright varieties	A-B
Taxus	Yew of all upright varieties	C-D
Tsuga	Hemlocks of all upright varieties	С

Native plants in many parts of the U.S. are struggling because of changes in land use, development practices, and climate, posing problems for the wildlife species that depend on them for sustenance and sanctuary.

Native plants promote biodiversity.

Native plants are more adaptive to the local climate and soil conditions and therefore require less fertilizer or pesticides.

Native plants generally require less water and help prevent soil erosion.

All newly planted trees should be staked and protected with deer fencing until the canopy grows to a safe height, or after their second growing season.

Regardless of deer resistance, many small tree or shrub seedlings can become fodder for deer browsing

RECOMMENDED SHADE TREES (35+ Ft Tall)

	,		Deer
Scientific Name	Common Name	Nativity	Resisistance
	Red Maple (Armstrong/October		
Acer Rubrum	Glory)	Native	В
	Sugar Maple (Colunmar, Green		
Acer saccharum	Mountain, Momentale)	Native	В
Aesculus carnea	Red Horsechestnut	Exotic	В
Aesculus flava	Yellow Buckeye	Native	В
Betula alleghaniensis	Yellow Birch	Native	В
Betula nigra	River Birch	Native	Α
Carpinus betulus	European Hornbeam	Exotic	В
Carya cordiformis	Bitternut Hickory/ Swamp Hickory	Native	В
Carya ovata	Shagbark Hickory	Native	В
Carya tomentosa	Mockernut Hickory	Native	В
Celtis occidentalis	Common Hackberry	Native	В
Cercidiphyllum japonicum	Katsura Tree	Exotic	Α
Fagus grandifolia	American Beech	Native	В
	Ginkgo, Maidenhair Tree (Autumn		
Ginkgo biloba	Gold, Lakeview and Sentry-must		
	be male)	Exotic	В
Gleditsia triacanthos inermi	Honey Locust, Imperial, Skyline,		
Gleuitsia triacantilos mermi	Sunburst	Native	В
Gymnocladus dioicus	Kentucky Coffeetree	Native	A-B
Ilex Aquifolium	English Holly	Exotic	В
Juglans cinerea	Butternut	Native	С
Juglans Nigra	Black Walnut	Native	С
Liquidambar styraciflua	Sweetgum	Native	С
Liriodendron tulipifera	Tuliptree/ Yellow Poplar	Native	В

Magnolia acuminata	Cucumber Tree	Native	B-C
Morus rubra	Red Mulberry	Native	С
Nyssa sylvatica	Blackgum, Tupelo Sourgum	Native	Α
Platanus occidentalis	American Sycamore	Native	В
Prunus Pensylvanica	Pin Cherry	Native	C-D
Prunus serotina	Black Cherry,	Native	C-D
Quercus	Oak Tree Varieties: White,		
	Scarlet, Pin,	Native	С
	Willow, Northern Red, Black,		
Quercus con't	Scrub,	Native	С
Sassafras albidum	Sassafras	Native	В
Taxodium distichum	Bald Cypress	Native	С
	Linden:Littleleaf, Chancellor,		
Tilia Americana	Greenspire, Rancho	Native	С

^{*}Deer Resistance Grade A: Most Resistant - D: Least Resistant

RECOMMENDED SHADE/ORNAMENTAL TREES (Max. 35 Ft Tall)

			Deer
Scientific Name	Common Name	Nativity	Resistance
Acer campestre	Hedge Maple	Exotic	В
Acer pensylvanicum	Striped Maple	Native	В
Acer spicatum	Mountain Maple	Native	В
Amenlanchier arborea	Common Serviceberry	Native	С
Amenlanchier canadensis	Canadian Serviceberry	Native	С
Asimina triloba	Pawpaw Tree	Native	Α
Carpinus caroliniana	Ironwood/Amer. Hornbeam	Native	Α
Cercis canadensis	Eastern Redbud	Native	С
Chionanthus virginicus	White Fringetree	Native	С
Cornus alternifolida	Alternateleaf Dogwood	Native	С
Cornus florida white or rubra pink	Flowering Dogwoods	Native	С

Cornus Kousa	Chinese/Korean Dogwood	Exotic	В
Cornus Mas	Cornelian Cherry Dogwood	Native	С
Crataegus crus-galli	Cockspur Hawthorn	Native	В
Crataegus lavelleei	Lavelle Hawthorn	Exotic	В
Crataegus phaenopyrum (cordata)	Washington Hawthorn	Exotic	В
Halesia (Carolina) Tetraptera	Carolina Silverbell	Native	В
Ilex Opaca	American Holly	Native	Α
Magnolia virginiana	Sweetbay Magnolia	Native	В
Malus (crab apple varieties)	American Beauty, Snowcloud,	Mixed	С
	Pink Perfection, Snowdrift,		
	Catherine		
	Sergent, scheidecker		
Ostrya virginiana	Hophornbeam, Ironwood	Native	A-B
Oxydendrum arboretum	Sorrel Tree, Sourwood	Native	В
Prunus americana	American Plum	Native	D
Prunus Kwanzan/Kanzan	Japanese Cherry	Exotic	D
Prunus Sargentii Columnaris	Sargent Cherry	Exotic	D
Prunus X yedoensis	Yoshino Cherry	Exotic	D
Ptelea trifoliata	Common Hoptree	Native	A-B
Sophora japonica	Japanese Pagoda Tree	Exotic	В
Staphylea trifolia	American Bladdernut	Native	В

^{*}Deer Resistance Grade A: Most Resistant - D: Least Resistant

RECOMMENDED SHRUBS

						Deer
Scientific Names	Common Names	D/E/SE	Flower	Hgt ft.	Nativity	Resistance
Aesculus Parviflora	Bottlebrush/Buckeye	D	Χ	6 to 10	Native	Α
Alnus serrulata	Hazel Alder	D		6 to 20	Native	C-D
Buxus sempervirens	Common Boxwood	SE		5 to 15	Exotic	Α

Comptonia peregrina	Sweet Fern	D		2 to 4	Native	Α
Ceanothus americanus	New Jersey Tea	D	Χ	3 to 4	Native	A-B
Cephalanthus occidentalis	Common Buttonbush	D	X	6 to 15	Native	A-B
Chaenomeles japonica	Japanese Quince Shrub	D	X	2 to 3	Exotic	С
Chamaedaphne calyculata	Leatherleaf	Е	X	2 to 5	Native	В
Clethra alnifolia	Summersweet	D	X	4 to 8	Native	В
Comptonia peregrina	Sweet Fern	D		2 to 4	Native	A-B
Cornus amomum	Silky Dogwood	D	X	6 to 10	Native	B-C
Cornus racemosa	Gray Dogwood	D	X	10 to 15	Native	С
Cornus sericea	Redosier Dogwood	D	X	7 to 9	Native	В
Corylus americana	American Hazelnut	D	X	10 to 15	Native	В
Deutzia gracilis	Slender Deutzia	D	X	2 to 5	Exotic	В
Eubotrys racemosa	Sweetbells	D	X	3 to 8	Native	A-B
Euonymus americanus	American Strawberry Bush	D	Fruit	4 to 6	Native	D
Forsythia intermedia var.	Forsythia varieties	D	X	5 to 10	Exotic	В
Gaylussacia baccata	Black Huckleberry	D	Fruit	1 to 3	Native	C-D
Hamamelis virginiana	American Witchhazel	D	X	20 to 30	Native	В
Hydrangea arborescens	Smooth hydrangea	D	X	3 to 5	Native	С
Hydrangea macrophylla	Bigleaf hydrangea	D	X	6 to 10	Exotic	С
Hydrangea paniculata	Panicled hydrangea	D	X	8 to 15	Exotic	С
Hydrangea quercifolia	Oakleaf hydrangea	D	X	6 to 8	Native	С
Hydrangea serrata	Mountain hydrangea / tea of heave	D	X	2 to 4	Exotic	С
Hypericum prolificum	St Johns Wort	D	Χ	1 to 5	Native	В
llex crenata microphylla	Dwarf-leaved J. Holly	SE		6 to 10	Exotic	С
Ilex crenata hetzii	Japanese Holly	SE		10 to 12	Exotic	С
Ilex glabra	Inkberry	Е	Fruit	6 to 8	Native	В
Ilex laevigata	Smooth Winterberry	D	Fruit	6 to 10	Native	В
llex verticillata	Common Winterberry	D	Fruit	6 to 12	Native	С
ltea virginica	Sweetspire (Virginia Willow)	D	Χ	3 to 8	Native	В
Juniperus chinensis glauca	Chinese Juniper	Е		5 to 7	Exotic	В
Juniperus chinensis pfitzeriana	Chinese Juniper sea green	Е		4 to 6	Exotic	В
Kalmia angustifolia	Sheep Laurel	Е	Χ	1 to 3	Native	A-B
Kalmia latifolia	Mountain Laurel	Е	Χ	5 to 15	Native	В

Ligustrum lbolium	Northern Privet Hedge	SE	Χ	8 to 12	Exotic	В
Lindera benzoin	Spicebush	D	Fruit	6 to 12	Native	В
Lyonia ligustrina	Maleberry	D	Fruit	6 to 12	Native	B-C
Lyonia mariana	Staggerbush	D	Χ	2 to 6	Native	B-C
Mohonia aquifolium	Oregon Grape Holly	Е	Χ	5 to 10	Native	Α
Morella pensylvanica	Northern Bayberry/Myrica	Е	Fruit	5 to 12	Native	Α
Philadelphus; virginalis	Virginal Mock Orange	D	Χ	5 to 10	Exotic	В
Photinia floribunda	Purple Chokeberry	D	Fruit	3 to 5	Native	С
Photinia melanocarpa	Black Chokeberry	D	Fruit	3 to 5	Native	С
Photinia pyrifolia	Red Chokeberry	D	Fruit	6 to 10	Native	С
Physocarpus opulifolius	Common Ninebark	D	Χ	5 to 8	Native	A-B
Pyracantha coccinea lalandei	Scarlet Firehorn	SE	Χ	8 to 10	Exotic	В
Rhamnus alnifolia	Alderleaf buckthorn	D	Fruit	2 to 5	Native	В
Rhododendrons	includes Azaleas	SE	Χ	4 to 15	Native	С
Rosa nitida	Shining Rose	D	Χ	2 to 3	Exotic	С
Rosa virgininia	Virginia Rose	D	Χ	4 to 6	Exotic	С
Rubus oderatus	Purple Flowering Raspberry	D	Χ	3 to 6	Native	В
Salix discolor	Pussy Willow	D	Χ	up to 20	Native	С
Sambucus canadensis	American Black Elderberry	D	Χ	8 to 12	Native	Α
Sambucus racemosa	Red Elderberry	D	Fruit	3 to 4	Native	В
Spiraea alba	Meadowsweet	D	Χ	3 to 4	Exotic	Α
Spiraea tomentosa	Steeplebush	D	Χ	5 to 8	Native	A-B
Spiraea vanhouttei	Spirea	D	Χ	8 to 15	Native	В
Syringa vulgaris /(alba)	Lilac and White Lilac	D	Χ	up to 20	Exotic	D
Taxus Varieties	Yew Shrubs	Е			Exotic	D
Taxus x media densifornis	Spreading Yew	Е			Exotic	D
Taxus x media hatfield	Hatfield Yew	Е		4 to 6	Native	С
Viburnum acerifolium	Mapleleaf Viburnum	D	Fruit	6 to 15	Native	Α
Viburnum dentatum	Arrowwood	D	Χ	15 to 18	Native	B-C
Viburnum lentago	Nannyberry	D	Fruit	5 to 6	Native	С
Viburnum nudum	Possumhaw	D	Fruit	12 to 15	Native	В
Viburnum opulus (var amer.)	Cranberry bush viburnum	D	Fruit	6 to 12	Native	В

Viburnum prunifolium	Blackhaw	D	Fruit	12 to 15	Exotic	В
Viburnum tomentosum	Doublefile	D	Fruit	2 to 3	Native	A-B
Xanthorhiza simplicissima	Yellowroot	D	Χ	2 to 3	Native	В

D=Deciduous / SE=Semi-Evergreen / E= Evergreen

RECOMMENDED GRASSES

					Deer	
Common Names	D/SE/E	Flower	Ht.Ft	Nativity	Resistance	Plant Type
Big Bluestem	D		4 to 8	Native	В	Grass
Broomsedge Bluestem	D		2 to 4	Native	Α	Grass
Feather Reed Grass	D		3 to 5	Native	Α	Grass
Pennsylvania Sedge	SE		1	Native	Α	Grass
Tussock Sedge	D		1 to 3	Native	Α	Sedge
Fox Sedge	D		2 to 4	Native	Α	Grass
Virginia Wild Rye	D		2 to 4	Native	Α	Grass
Common Rush	D		2 to 4	Native	Α	Grass
Switchgrass	D		1 to 5	Native	Α	Grass
Little Bluestem (Grass)	D		3	Native	Α	Grass
Indiangrass	D		3 to 5	Native	Α	Grass
	Big Bluestem Broomsedge Bluestem Feather Reed Grass Pennsylvania Sedge Tussock Sedge Fox Sedge Virginia Wild Rye Common Rush Switchgrass Little Bluestem (Grass)	Big Bluestem D Broomsedge Bluestem D Feather Reed Grass D Pennsylvania Sedge SE Tussock Sedge D Fox Sedge D Virginia Wild Rye D Common Rush D Switchgrass D Little Bluestem (Grass) D	Big Bluestem D Broomsedge Bluestem D Feather Reed Grass D Pennsylvania Sedge SE Tussock Sedge D Fox Sedge D Virginia Wild Rye D Common Rush D Switchgrass D Little Bluestem (Grass) D	Big BluestemD4 to 8Broomsedge BluestemD2 to 4Feather Reed GrassD3 to 5Pennsylvania SedgeSE1Tussock SedgeD1 to 3Fox SedgeD2 to 4Virginia Wild RyeD2 to 4Common RushD2 to 4SwitchgrassD1 to 5Little Bluestem (Grass)D3	Big Bluestem D 4 to 8 Native Broomsedge Bluestem D 2 to 4 Native Feather Reed Grass D 3 to 5 Native Pennsylvania Sedge SE 1 Native Tussock Sedge D 1 to 3 Native Fox Sedge D 2 to 4 Native Virginia Wild Rye D 2 to 4 Native Common Rush D 2 to 4 Native Switchgrass D 1 to 5 Native Little Bluestem (Grass) D 3 Native	Common NamesD/SE/EFlowerHt.FtNativityResistanceBig BluestemD4 to 8NativeBBroomsedge BluestemD2 to 4NativeAFeather Reed GrassD3 to 5NativeAPennsylvania SedgeSE1NativeATussock SedgeD1 to 3NativeAFox SedgeD2 to 4NativeAVirginia Wild RyeD2 to 4NativeACommon RushD2 to 4NativeASwitchgrassD1 to 5NativeALittle Bluestem (Grass)D3NativeA

RECOMMENDED GROUND COVERS HERBACEOUS PLANTS (Max 3 Ft)

Ground	cove	r/Pe

Scientific Names	Common Names	D/SE/E	Flower	Ht. inch	Nativity	Deer Resista	ı rennials
Anemone Canadensis	Windflower	D	White	12 to 24	Exotic	Α	GC/Perennial
Calluna vulgaris	Scotch Heather	Е	pink	12 to 24	Exotic	Α	GC/Perennial
Epimedium	Bishop's Hat	D	pink	6 to 12	Exotic	Α	GC/Perennial
Gaultheria procumbens	Easter Teaberry	E	Fruit	3 to 6	Native	С	GC/Perennial
Goodyera pubescens	Downy Rattlesnake Plantain	Е	white	12 to 24	Native	С	GC/Perennial

^{*}Deer Resistance Grade A: Most Resistant -- D: Least Resistant

Heuchera americana	Coral Bells	D	white	up to 36	Native	B-C	GC/Perennial
Juniperus conferta	Shore Juniper	Е	Χ	6 to 12	Exotic	D	GC/Perennial
Juniperus horizontalis	Creeping Juniper	Е	Χ	6 to 18	Exotic	В	GC/Perennial
Juniperus horizontalis Wiltonii	Carpet Juniper	Е	Χ	4 to 6	Exotic	В	GC/Perennial
Packera aurea	Golden Ragwort	SE	yellow	6 to 30	Native	A-B	GC/Perennial
Podophyllum peltatum	Mayapple	D	white	12 to 18	Native	В	GC/Perennial
Polemonium reptans	Jacobs Ladder	D	purple	12 to 18	Native	В	GC/Perennial
Phlox subulata	Moss Phlox	D	pink/white	4 to 6	Native	Α	GC/Perennial
Thymus praecox	Creeping Thyme	SE	pink	4 to 6	Exotic	Α	GC/Perennial
Waldsteinia fragarioides	Appalachian Barren Strawberry	SE	yellow	3 to 6	Native	В	GC/Perennial

RECOMMENDED PERENNIAL HERBACEOUS PLANTS

						Deer	Groundcover/Pe
Scientific Names	Common Names	D/SE/E	Flower	Ht. feet	Nativity	Resistance	rennials
Adiantum pedatum	Northern Maidenhair Fern	D	Χ	1 to 3	Native	Α	Fern/Perennial
Agastache scrophulariifolia	Purple Giant Hyssop	D	purple	3 to 6	Native	В	Perennial
Allium Schoenoprasum	Wild Chives	D	purple	1 to 1.5	Exotic	Α	Perennial
Allium tricoccum	Wild Leeks	D	white	0.5-1	Native	В	Perennial
Amsonia hubrichtii	Threadleaf Bluestar	D	blue	2 to 3	Exotic	Α	Perennial
Amsonia tabernaemontana	Eastern Bluestar	D	blue	2 to 3	Native	В	Perennial
Anemone quinquefolia	Wood Anemone	D	white	0.575	Native	В	Perennial
Aquilegia spp.	Columbine	D	various	1 to 3	Native	Α	*Biennial
Asclepias incarnata	Swamp Milkweed	D	pink	4 to 5	Native	Α	Perennial
Asclepias tuberosa	Butterfly Weed	D	orange	1.5 to 3	Native	В	Perennial
Aster novi-belgii	New York Aster	D	purple	3 to 5	Native	В	Perennial
Aster novae-angliae	New England Aster	D	pink purple	2.5-6	Native	В	Perennial
Astilbe	Astilbe	D	various	1 to 4	Exotic	В	Perennial
Baptisia australis	Blue False Indigo	D	purple	3 to 5	Native	Α	Perennial
Calthus palustris	March Marigold	D	yellow	1 to 1.5	Native	Α	Perennial
Chimaphila maculata	Spotted Wintergreen	E	white	0.575	Native	D	Perennial
Chrysopsis mariana	Maryland Goldenaster	D	yellow	1 to 2	Native	Α	Perennial

Coreopsis Grandiflora	Tickseed	D	yellow	1 to 2	Exotic	В	Perennial
Coreopsis Rosea	Pink Tickseed	D	pink	1 to 2	Native	Α	Perennial
Dennstaedtia punctilobula	Eastern Hayscented Fern	D	Χ	1 to 2	Native	Α	Fern/Perennial
Dicentra cucularilla	Dutchman's Breeches	D	white	0.5 to 1	Native	Α	Perennial
Echinacea purpurea	Purple Coneflower	D	pink purple	2 to 4	Native	В	Perennial
Erythronium americanum	Trout Lily	D	yellow	0.25-0.5	Native	В	Perennial
Eurybia divaricata	White Wood Aster	D	white	1 to 2.5	Native	Α	Perennial
Eupatorium maculatum	Spotted Joe Pye Weed	D	pink/purple	3 to 5	Native	В	Perennial
Eupatorium perfoliatum	Common Boneset	D	white	0.25-0.5	Native	Α	Perennial
Eutrochium purpureum	Joe Pye Weed	D	pink	5 to 7	Native	Α	Perennial
Geranium maculatum	Spotted Geranium	D	pink purple	1.5 to 2	Native	Α	Perennial
Helenium flexuosum	Purple-headed Sneezeweed	D	yellow	1.5-3	Native	Α	Perennial
Heliopsis helianthoides	Smooth Oxeye	D	yellow	3 to 5	Native	Α	Perennial
Hyssop officinalis	Hyssop	D	blue purple	1.5-2	Exotic	Α	Perennial
lberis sempervirens	Candytuft	SE	white	0.5-1	Exotic	В	Perennial
Iris versicolor	Blueflag Iris	D	purple	2 to 2.5	Native	Α	Perennial
Lavandula angustifolia	English Lavendar	D	purple	1 to 3	Exotic	Α	Perennial
Liatris spicata	Blazing Star Liatris	D	pink purple	2 to 4	Native	В	Perennial
Lobelia Cardinalis	Cardinal Flower	D	red	2 to 4	Native	В	Perennial
Lobelia siphilitica	Blue Lobelia	D	blue/purple	2 to 3	Native	В	Perennial
Mimilus ringens	Monkey Flower	D	purple	1 to 3	Native	В	Perennial
Monarda didyma	Scarlet Beebalm	D	red	2 to 4	Native	В	Perennial
Monarda fistulosa	Wild Bergamot	D	pink purple	2 to 4	Native	Α	Perennial
Nepeta cataria	Catmint	D	pink purple	2 to 3	Exotic	Α	Perennial
Osmunda cinnamomea	Cinnamon Fern	D	X	2 to 4	Native	Α	Fern/Perennial
Osmunda regalis	Royal Fern	D	Χ	3 to 5	Native	Α	Fern/Perennial
Phlox paniculata	Garden Phlox	D	pink purple	2 to 4	Native	Α	Perennial
Physostegia virginiana	Obedient Plant	D	pink purple	3 to 4	Exotic	В	Perennial
Polystichum acrostichoides	Christmas Fern	Е	X	1 to 2	Native	Α	Fern/Perennial
Rudbeckia fulgida	Orange Coneflower	D	yellow	2 to 3	Native	В	Perennial
Rudbeckia hirta	Blackeyed Susan	D	yellow	2 to 3	Native	В	Perennial
Solidago sempervirens	Goldenrod (Seaside)	D	yellow	2 to 6	Native	В	Perennial
Solidago speciosa	Goldenrod (Showy)	D	yellow	1 to 3	Native	Α	Perennial

Tiarella cordifolia	Heartleaf Foamflower	D	white	0.5 to 1	Native	В	Perennial
Verbena hastata	Verbena (swamp)	D	blue/purple	2 to 6	Native	В	Perennial
Vernonia noveboracensis	New York Ironweed	D	pink purple	4 to 6	Native	В	Perennial
Veronicastrum virginicum	Culver's Root	D	blue-white	2 to 6	Native	В	Perennial
Woodwardia virginica	Virginia Chainfern	E	Χ	2 to 3	Native	В	Fern/Perennial

EVERGREEN TREES

Scientific Name Abies	Common Name Firs of all upright varieties	Deer Resistance B-C
Arborvitae (Green Giant recommended)	Arborvitae of all upright varieties	A-D
Cedrus	Cedars of all upright varieties	B-C
Ilex Opaca	American and other Holly varieties	Α
Juniperus	Junipers of all upright varieties	В
Picea	Spruces of all upright varieties	A-B
Pinus	Pines of all upright varieties	A-B
Taxus	Yew of all upright varieties	C-D
Tsuga	Hemlocks of all upright varieties	С

Native plants in many parts of the U.S. are struggling because of changes in land use, development practices, and climate, posing problems for the wildlife species that depend on them for sustenance and sanctuary.

Native plants promote biodiversity.

Native plants are more adaptive to the local climate and soil conditions and therefore require less fertilizer or pesticides.

Native plants generally require less water and help prevent soil erosion.

All newly planted trees should be staked and protected with deer fencing until the canopy grows to a safe height, or after their second growing season.

Regardless of deer resistance, many small tree or shrub seedlings can become fodder for deer browsing

RECOMMENDED SHADE TREES (35+ Ft Tall)

	,		Deer
Scientific Name	Common Name	Nativity	Resisistance
	Red Maple (Armstrong/October		
Acer Rubrum	Glory)	Native	В
	Sugar Maple (Colunmar, Green		
Acer saccharum	Mountain, Momentale)	Native	В
Aesculus carnea	Red Horsechestnut	Exotic	В
Aesculus flava	Yellow Buckeye	Native	В
Betula alleghaniensis	Yellow Birch	Native	В
Betula nigra	River Birch	Native	Α
Carpinus betulus	European Hornbeam	Exotic	В
Carya cordiformis	Bitternut Hickory/ Swamp Hickory	Native	В
Carya ovata	Shagbark Hickory	Native	В
Carya tomentosa	Mockernut Hickory	Native	В
Celtis occidentalis	Common Hackberry	Native	В
Cercidiphyllum japonicum	Katsura Tree	Exotic	Α
Fagus grandifolia	American Beech	Native	В
	Ginkgo, Maidenhair Tree (Autumn		
Ginkgo biloba	Gold, Lakeview and Sentry-must		
	be male)	Exotic	В
Gleditsia triacanthos inermi	Honey Locust, Imperial, Skyline,		
Gleuitsia triacantilos mermi	Sunburst	Native	В
Gymnocladus dioicus	Kentucky Coffeetree	Native	A-B
Ilex Aquifolium	English Holly	Exotic	В
Juglans cinerea	Butternut	Native	С
Juglans Nigra	Black Walnut	Native	С
Liquidambar styraciflua	Sweetgum	Native	С
Liriodendron tulipifera	Tuliptree/ Yellow Poplar	Native	В

Magnolia acuminata	Cucumber Tree	Native	B-C
Morus rubra	Red Mulberry	Native	С
Nyssa sylvatica	Blackgum, Tupelo Sourgum	Native	Α
Platanus occidentalis	American Sycamore	Native	В
Prunus Pensylvanica	Pin Cherry	Native	C-D
Prunus serotina	Black Cherry,	Native	C-D
Quercus	Oak Tree Varieties: White,		
	Scarlet, Pin,	Native	С
	Willow, Northern Red, Black,		
Quercus con't	Scrub,	Native	С
Sassafras albidum	Sassafras	Native	В
Taxodium distichum	Bald Cypress	Native	С
	Linden:Littleleaf, Chancellor,		
Tilia Americana	Greenspire, Rancho	Native	С

^{*}Deer Resistance Grade A: Most Resistant - D: Least Resistant

RECOMMENDED SHADE/ORNAMENTAL TREES (Max. 35 Ft Tall)

			Deer
Scientific Name	Common Name	Nativity	Resistance
Acer campestre	Hedge Maple	Exotic	В
Acer pensylvanicum	Striped Maple	Native	В
Acer spicatum	Mountain Maple	Native	В
Amenlanchier arborea	Common Serviceberry	Native	С
Amenlanchier canadensis	Canadian Serviceberry	Native	С
Asimina triloba	Pawpaw Tree	Native	Α
Carpinus caroliniana	Ironwood/Amer. Hornbeam	Native	Α
Cercis canadensis	Eastern Redbud	Native	С
Chionanthus virginicus	White Fringetree	Native	С
Cornus alternifolida	Alternateleaf Dogwood	Native	С
Cornus florida white or rubra pink	Flowering Dogwoods	Native	С

Cornus Kousa	Chinese/Korean Dogwood	Exotic	В
Cornus Mas	Cornelian Cherry Dogwood	Native	С
Crataegus crus-galli	Cockspur Hawthorn	Native	В
Crataegus lavelleei	Lavelle Hawthorn	Exotic	В
Crataegus phaenopyrum (cordata)	Washington Hawthorn	Exotic	В
Halesia (Carolina) Tetraptera	Carolina Silverbell	Native	В
Ilex Opaca	American Holly	Native	Α
Magnolia virginiana	Sweetbay Magnolia	Native	В
Malus (crab apple varieties)	American Beauty, Snowcloud,	Mixed	С
	Pink Perfection, Snowdrift,		
	Catherine		
	Sergent, scheidecker		
Ostrya virginiana	Hophornbeam, Ironwood	Native	A-B
Oxydendrum arboretum	Sorrel Tree, Sourwood	Native	В
Prunus americana	American Plum	Native	D
Prunus Kwanzan/Kanzan	Japanese Cherry	Exotic	D
Prunus Sargentii Columnaris	Sargent Cherry	Exotic	D
Prunus X yedoensis	Yoshino Cherry	Exotic	D
Ptelea trifoliata	Common Hoptree	Native	A-B
Sophora japonica	Japanese Pagoda Tree	Exotic	В
Staphylea trifolia	American Bladdernut	Native	В

^{*}Deer Resistance Grade A: Most Resistant - D: Least Resistant

RECOMMENDED SHRUBS

						Deer
Scientific Names	Common Names	D/E/SE	Flower	Hgt ft.	Nativity	Resistance
Aesculus Parviflora	Bottlebrush/Buckeye	D	Χ	6 to 10	Native	Α
Alnus serrulata	Hazel Alder	D		6 to 20	Native	C-D
Buxus sempervirens	Common Boxwood	SE		5 to 15	Exotic	Α

Comptonia peregrina	Sweet Fern	D		2 to 4	Native	Α
Ceanothus americanus	New Jersey Tea	D	Χ	3 to 4	Native	A-B
Cephalanthus occidentalis	Common Buttonbush	D	X	6 to 15	Native	A-B
Chaenomeles japonica	Japanese Quince Shrub	D	X	2 to 3	Exotic	С
Chamaedaphne calyculata	Leatherleaf	Е	X	2 to 5	Native	В
Clethra alnifolia	Summersweet	D	X	4 to 8	Native	В
Comptonia peregrina	Sweet Fern	D		2 to 4	Native	A-B
Cornus amomum	Silky Dogwood	D	X	6 to 10	Native	B-C
Cornus racemosa	Gray Dogwood	D	X	10 to 15	Native	С
Cornus sericea	Redosier Dogwood	D	X	7 to 9	Native	В
Corylus americana	American Hazelnut	D	X	10 to 15	Native	В
Deutzia gracilis	Slender Deutzia	D	X	2 to 5	Exotic	В
Eubotrys racemosa	Sweetbells	D	X	3 to 8	Native	A-B
Euonymus americanus	American Strawberry Bush	D	Fruit	4 to 6	Native	D
Forsythia intermedia var.	Forsythia varieties	D	X	5 to 10	Exotic	В
Gaylussacia baccata	Black Huckleberry	D	Fruit	1 to 3	Native	C-D
Hamamelis virginiana	American Witchhazel	D	X	20 to 30	Native	В
Hydrangea arborescens	Smooth hydrangea	D	X	3 to 5	Native	С
Hydrangea macrophylla	Bigleaf hydrangea	D	X	6 to 10	Exotic	С
Hydrangea paniculata	Panicled hydrangea	D	X	8 to 15	Exotic	С
Hydrangea quercifolia	Oakleaf hydrangea	D	X	6 to 8	Native	С
Hydrangea serrata	Mountain hydrangea / tea of heave	D	X	2 to 4	Exotic	С
Hypericum prolificum	St Johns Wort	D	X	1 to 5	Native	В
llex crenata microphylla	Dwarf-leaved J. Holly	SE		6 to 10	Exotic	С
Ilex crenata hetzii	Japanese Holly	SE		10 to 12	Exotic	С
Ilex glabra	Inkberry	Е	Fruit	6 to 8	Native	В
Ilex laevigata	Smooth Winterberry	D	Fruit	6 to 10	Native	В
llex verticillata	Common Winterberry	D	Fruit	6 to 12	Native	С
ltea virginica	Sweetspire (Virginia Willow)	D	Χ	3 to 8	Native	В
Juniperus chinensis glauca	Chinese Juniper	Е		5 to 7	Exotic	В
Juniperus chinensis pfitzeriana	Chinese Juniper sea green	Е		4 to 6	Exotic	В
Kalmia angustifolia	Sheep Laurel	Е	Χ	1 to 3	Native	A-B
Kalmia latifolia	Mountain Laurel	Е	Χ	5 to 15	Native	В

Ligustrum lbolium	Northern Privet Hedge	SE	Χ	8 to 12	Exotic	В
Lindera benzoin	Spicebush	D	Fruit	6 to 12	Native	В
Lyonia ligustrina	Maleberry	D	Fruit	6 to 12	Native	B-C
Lyonia mariana	Staggerbush	D	Χ	2 to 6	Native	B-C
Mohonia aquifolium	Oregon Grape Holly	Е	Χ	5 to 10	Native	Α
Morella pensylvanica	Northern Bayberry/Myrica	Е	Fruit	5 to 12	Native	Α
Philadelphus; virginalis	Virginal Mock Orange	D	Χ	5 to 10	Exotic	В
Photinia floribunda	Purple Chokeberry	D	Fruit	3 to 5	Native	С
Photinia melanocarpa	Black Chokeberry	D	Fruit	3 to 5	Native	С
Photinia pyrifolia	Red Chokeberry	D	Fruit	6 to 10	Native	С
Physocarpus opulifolius	Common Ninebark	D	Χ	5 to 8	Native	A-B
Pyracantha coccinea lalandei	Scarlet Firehorn	SE	Χ	8 to 10	Exotic	В
Rhamnus alnifolia	Alderleaf buckthorn	D	Fruit	2 to 5	Native	В
Rhododendrons	includes Azaleas	SE	Χ	4 to 15	Native	С
Rosa nitida	Shining Rose	D	Χ	2 to 3	Exotic	С
Rosa virgininia	Virginia Rose	D	Χ	4 to 6	Exotic	С
Rubus oderatus	Purple Flowering Raspberry	D	Χ	3 to 6	Native	В
Salix discolor	Pussy Willow	D	Χ	up to 20	Native	С
Sambucus canadensis	American Black Elderberry	D	Χ	8 to 12	Native	Α
Sambucus racemosa	Red Elderberry	D	Fruit	3 to 4	Native	В
Spiraea alba	Meadowsweet	D	Χ	3 to 4	Exotic	Α
Spiraea tomentosa	Steeplebush	D	Χ	5 to 8	Native	A-B
Spiraea vanhouttei	Spirea	D	Χ	8 to 15	Native	В
Syringa vulgaris /(alba)	Lilac and White Lilac	D	Χ	up to 20	Exotic	D
Taxus Varieties	Yew Shrubs	Е			Exotic	D
Taxus x media densifornis	Spreading Yew	Е			Exotic	D
Taxus x media hatfield	Hatfield Yew	Е		4 to 6	Native	С
Viburnum acerifolium	Mapleleaf Viburnum	D	Fruit	6 to 15	Native	Α
Viburnum dentatum	Arrowwood	D	Χ	15 to 18	Native	B-C
Viburnum lentago	Nannyberry	D	Fruit	5 to 6	Native	С
Viburnum nudum	Possumhaw	D	Fruit	12 to 15	Native	В
Viburnum opulus (var amer.)	Cranberry bush viburnum	D	Fruit	6 to 12	Native	В

Viburnum prunifolium	Blackhaw	D	Fruit	12 to 15	Exotic	В
Viburnum tomentosum	Doublefile	D	Fruit	2 to 3	Native	A-B
Xanthorhiza simplicissima	Yellowroot	D	Χ	2 to 3	Native	В

D=Deciduous / SE=Semi-Evergreen / E= Evergreen

RECOMMENDED GRASSES

					Deer	
Common Names	D/SE/E	Flower	Ht.Ft	Nativity	Resistance	Plant Type
Big Bluestem	D		4 to 8	Native	В	Grass
Broomsedge Bluestem	D		2 to 4	Native	Α	Grass
Feather Reed Grass	D		3 to 5	Native	Α	Grass
Pennsylvania Sedge	SE		1	Native	Α	Grass
Tussock Sedge	D		1 to 3	Native	Α	Sedge
Fox Sedge	D		2 to 4	Native	Α	Grass
Virginia Wild Rye	D		2 to 4	Native	Α	Grass
Common Rush	D		2 to 4	Native	Α	Grass
Switchgrass	D		1 to 5	Native	Α	Grass
Little Bluestem (Grass)	D		3	Native	Α	Grass
Indiangrass	D		3 to 5	Native	Α	Grass
	Big Bluestem Broomsedge Bluestem Feather Reed Grass Pennsylvania Sedge Tussock Sedge Fox Sedge Virginia Wild Rye Common Rush Switchgrass Little Bluestem (Grass)	Big Bluestem D Broomsedge Bluestem D Feather Reed Grass D Pennsylvania Sedge SE Tussock Sedge D Fox Sedge D Virginia Wild Rye D Common Rush D Switchgrass D Little Bluestem (Grass) D	Big Bluestem D Broomsedge Bluestem D Feather Reed Grass D Pennsylvania Sedge SE Tussock Sedge D Fox Sedge D Virginia Wild Rye D Common Rush D Switchgrass D Little Bluestem (Grass) D	Big BluestemD4 to 8Broomsedge BluestemD2 to 4Feather Reed GrassD3 to 5Pennsylvania SedgeSE1Tussock SedgeD1 to 3Fox SedgeD2 to 4Virginia Wild RyeD2 to 4Common RushD2 to 4SwitchgrassD1 to 5Little Bluestem (Grass)D3	Big Bluestem D 4 to 8 Native Broomsedge Bluestem D 2 to 4 Native Feather Reed Grass D 3 to 5 Native Pennsylvania Sedge SE 1 Native Tussock Sedge D 1 to 3 Native Fox Sedge D 2 to 4 Native Virginia Wild Rye D 2 to 4 Native Common Rush D 2 to 4 Native Switchgrass D 1 to 5 Native Little Bluestem (Grass) D 3 Native	Common NamesD/SE/EFlowerHt.FtNativityResistanceBig BluestemD4 to 8NativeBBroomsedge BluestemD2 to 4NativeAFeather Reed GrassD3 to 5NativeAPennsylvania SedgeSE1NativeATussock SedgeD1 to 3NativeAFox SedgeD2 to 4NativeAVirginia Wild RyeD2 to 4NativeACommon RushD2 to 4NativeASwitchgrassD1 to 5NativeALittle Bluestem (Grass)D3NativeA

RECOMMENDED GROUND COVERS HERBACEOUS PLANTS (Max 3 Ft)

Ground	cove	r/Pe

Scientific Names	Common Names	D/SE/E	Flower	Ht. inch	Nativity	Deer Resista	ı rennials
Anemone Canadensis	Windflower	D	White	12 to 24	Exotic	Α	GC/Perennial
Calluna vulgaris	Scotch Heather	Е	pink	12 to 24	Exotic	Α	GC/Perennial
Epimedium	Bishop's Hat	D	pink	6 to 12	Exotic	Α	GC/Perennial
Gaultheria procumbens	Easter Teaberry	E	Fruit	3 to 6	Native	С	GC/Perennial
Goodyera pubescens	Downy Rattlesnake Plantain	Е	white	12 to 24	Native	С	GC/Perennial

^{*}Deer Resistance Grade A: Most Resistant -- D: Least Resistant

Heuchera americana	Coral Bells	D	white	up to 36	Native	B-C	GC/Perennial
Juniperus conferta	Shore Juniper	Е	Χ	6 to 12	Exotic	D	GC/Perennial
Juniperus horizontalis	Creeping Juniper	Е	Χ	6 to 18	Exotic	В	GC/Perennial
Juniperus horizontalis Wiltonii	Carpet Juniper	Е	Χ	4 to 6	Exotic	В	GC/Perennial
Packera aurea	Golden Ragwort	SE	yellow	6 to 30	Native	A-B	GC/Perennial
Podophyllum peltatum	Mayapple	D	white	12 to 18	Native	В	GC/Perennial
Polemonium reptans	Jacobs Ladder	D	purple	12 to 18	Native	В	GC/Perennial
Phlox subulata	Moss Phlox	D	pink/white	4 to 6	Native	Α	GC/Perennial
Thymus praecox	Creeping Thyme	SE	pink	4 to 6	Exotic	Α	GC/Perennial
Waldsteinia fragarioides	Appalachian Barren Strawberry	SE	yellow	3 to 6	Native	В	GC/Perennial

RECOMMENDED PERENNIAL HERBACEOUS PLANTS

						Deer	Groundcover/Pe
Scientific Names	Common Names	D/SE/E	Flower	Ht. feet	Nativity	Resistance	rennials
Adiantum pedatum	Northern Maidenhair Fern	D	Χ	1 to 3	Native	Α	Fern/Perennial
Agastache scrophulariifolia	Purple Giant Hyssop	D	purple	3 to 6	Native	В	Perennial
Allium Schoenoprasum	Wild Chives	D	purple	1 to 1.5	Exotic	Α	Perennial
Allium tricoccum	Wild Leeks	D	white	0.5-1	Native	В	Perennial
Amsonia hubrichtii	Threadleaf Bluestar	D	blue	2 to 3	Exotic	Α	Perennial
Amsonia tabernaemontana	Eastern Bluestar	D	blue	2 to 3	Native	В	Perennial
Anemone quinquefolia	Wood Anemone	D	white	0.575	Native	В	Perennial
Aquilegia spp.	Columbine	D	various	1 to 3	Native	Α	*Biennial
Asclepias incarnata	Swamp Milkweed	D	pink	4 to 5	Native	Α	Perennial
Asclepias tuberosa	Butterfly Weed	D	orange	1.5 to 3	Native	В	Perennial
Aster novi-belgii	New York Aster	D	purple	3 to 5	Native	В	Perennial
Aster novae-angliae	New England Aster	D	pink purple	2.5-6	Native	В	Perennial
Astilbe	Astilbe	D	various	1 to 4	Exotic	В	Perennial
Baptisia australis	Blue False Indigo	D	purple	3 to 5	Native	Α	Perennial
Calthus palustris	March Marigold	D	yellow	1 to 1.5	Native	Α	Perennial
Chimaphila maculata	Spotted Wintergreen	E	white	0.575	Native	D	Perennial
Chrysopsis mariana	Maryland Goldenaster	D	yellow	1 to 2	Native	Α	Perennial

Coreopsis Grandiflora	Tickseed	D	yellow	1 to 2	Exotic	В	Perennial
Coreopsis Rosea	Pink Tickseed	D	pink	1 to 2	Native	Α	Perennial
Dennstaedtia punctilobula	Eastern Hayscented Fern	D	Χ	1 to 2	Native	Α	Fern/Perennial
Dicentra cucularilla	Dutchman's Breeches	D	white	0.5 to 1	Native	Α	Perennial
Echinacea purpurea	Purple Coneflower	D	pink purple	2 to 4	Native	В	Perennial
Erythronium americanum	Trout Lily	D	yellow	0.25-0.5	Native	В	Perennial
Eurybia divaricata	White Wood Aster	D	white	1 to 2.5	Native	Α	Perennial
Eupatorium maculatum	Spotted Joe Pye Weed	D	pink/purple	3 to 5	Native	В	Perennial
Eupatorium perfoliatum	Common Boneset	D	white	0.25-0.5	Native	Α	Perennial
Eutrochium purpureum	Joe Pye Weed	D	pink	5 to 7	Native	Α	Perennial
Geranium maculatum	Spotted Geranium	D	pink purple	1.5 to 2	Native	Α	Perennial
Helenium flexuosum	Purple-headed Sneezeweed	D	yellow	1.5-3	Native	Α	Perennial
Heliopsis helianthoides	Smooth Oxeye	D	yellow	3 to 5	Native	Α	Perennial
Hyssop officinalis	Hyssop	D	blue purple	1.5-2	Exotic	Α	Perennial
lberis sempervirens	Candytuft	SE	white	0.5-1	Exotic	В	Perennial
Iris versicolor	Blueflag Iris	D	purple	2 to 2.5	Native	Α	Perennial
Lavandula angustifolia	English Lavendar	D	purple	1 to 3	Exotic	Α	Perennial
Liatris spicata	Blazing Star Liatris	D	pink purple	2 to 4	Native	В	Perennial
Lobelia Cardinalis	Cardinal Flower	D	red	2 to 4	Native	В	Perennial
Lobelia siphilitica	Blue Lobelia	D	blue/purple	2 to 3	Native	В	Perennial
Mimilus ringens	Monkey Flower	D	purple	1 to 3	Native	В	Perennial
Monarda didyma	Scarlet Beebalm	D	red	2 to 4	Native	В	Perennial
Monarda fistulosa	Wild Bergamot	D	pink purple	2 to 4	Native	Α	Perennial
Nepeta cataria	Catmint	D	pink purple	2 to 3	Exotic	Α	Perennial
Osmunda cinnamomea	Cinnamon Fern	D	X	2 to 4	Native	Α	Fern/Perennial
Osmunda regalis	Royal Fern	D	Χ	3 to 5	Native	Α	Fern/Perennial
Phlox paniculata	Garden Phlox	D	pink purple	2 to 4	Native	Α	Perennial
Physostegia virginiana	Obedient Plant	D	pink purple	3 to 4	Exotic	В	Perennial
Polystichum acrostichoides	Christmas Fern	Е	Χ	1 to 2	Native	Α	Fern/Perennial
Rudbeckia fulgida	Orange Coneflower	D	yellow	2 to 3	Native	В	Perennial
Rudbeckia hirta	Blackeyed Susan	D	yellow	2 to 3	Native	В	Perennial
Solidago sempervirens	Goldenrod (Seaside)	D	yellow	2 to 6	Native	В	Perennial
Solidago speciosa	Goldenrod (Showy)	D	yellow	1 to 3	Native	Α	Perennial

Tiarella cordifolia	Heartleaf Foamflower	D	white	0.5 to 1	Native	В	Perennial
Verbena hastata	Verbena (swamp)	D	blue/purple	2 to 6	Native	В	Perennial
Vernonia noveboracensis	New York Ironweed	D	pink purple	4 to 6	Native	В	Perennial
Veronicastrum virginicum	Culver's Root	D	blue-white	2 to 6	Native	В	Perennial
Woodwardia virginica	Virginia Chainfern	E	Χ	2 to 3	Native	В	Fern/Perennial

TOWNSHIP OF VERONA COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2024-069

A motion was made by Councilwoman McGrath; seconded by Mayor Tamburro that the following resolution be adopted:

APPROVING VERONA COMMUNITY POOL RULES AND REGULATIONS FOR THE 2024 POOL SEASON

WHEREAS, the Verona Community Pool 2025 Season runs from Saturday, May 24, 2025 (Memorial Day Weekend) and all weekends thereafter until Friday, June 20, 2025 when the pool will then be open to members full time through Labor Day, Monday, September 1, 2025 and;

WHEREAS, pool membership is available to Verona residents only who may purchase guest passes as needed;

WHEREAS, pursuant to *N.J.A.C. 8:26-1 et seq.*, all pool facilities must comply with existing sanitation and safety regulatory requirements for recreational bathing facilities to preserve public health set forth in the New Jersey State Sanitary Code regulations.

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of Verona, in the County of Essex, State of New approve the following rules for the 2025 Verona Community Pool season:

A. The following rules and regulations are for the benefit of all members. They have been established to ensure safe and sanitary operation of the pool facilities. All members, and their guests are to obey all rules and regulations as well as instructions of the Manager and staff employees at all times. Parents must read and explain these rules to their children. Any failure to comply with these rules shall be considered sufficient cause for immediate suspension of pool privileges of the offending person by management. A second offense violation may result in a 2-week suspension or revocation of membership. Suspended members will not be allowed on pool grounds. A bounced check will result in suspension or membership revocation. The Verona Pool management shall establish additional rules as required.

Membership and Entrance Policies

- 1. Membership in the Verona Community Pool is limited to Verona residents only, except for individuals identified Township employees residing out of town. Members are allowed in the pool facility only during regular operating hours.
- 2. No one is allowed in any pool or on pool grounds unless a lifeguard is on duty.
- 3. Members and guests must comply with the rules. Members are responsible for their guests. Guests must wear the wristband given to them when checking in at all times.
- 4. All members will be issued identification tags which must be shown at the front gate for admission to the pool.
- 5. Illegal transfer of badges, giving of false information or defacing of identification badges will result in revocation or suspension of membership without refund. False or misleading representation on the pool membership application will result in an automatic revocation of the pool membership.
- 6. Lost membership tags must be reported to the Front Office or Office of Community Services immediately.
- 7. The Caregiver badge can only be used when the Caregiver is with the member/s that require assistance.

- 8. Only adult memberships can purchase a guest pass.
- 9. All coolers are subject to inspection while on the pool grounds. No glass, glass containers or alcohol is permitted at the pool and will be confiscated.
- 10. Consumption of alcoholic beverages is strictly prohibited on pool property.
- 11. Persons suspected of being under the influence of drugs or alcohol will be removed from the pool facilities.
- 12. Smoking of any kind is not allowed on the pool grounds or in the pool parking lot.

Hygiene and Health Safety

- 13. There is a gender neutral/family restroom that is available to use at the pool. Parents & caregivers accompanying children over the age of 6, should utilize the family restroom.
- 14. Report any sign of a fecal accident to the manager immediately. Following a fecal accident in any pool, the pool will be cleared of swimmers for a minimum of 30 minutes. The chlorine residual will be immediately checked and adjusted appropriately. This is by recommendation of the Board of Health.
- 15. Diapers must be changed in the rest room area and disposed of in the container provided.

 Absolutely no changing of diapers on picnic tables.
- 16. According to N.J.A.C. 8:26-5.4, all children in diapers must wear plastic pants with snug fitting elastic waist and leg bands when entering pool.
- 17. All persons shall shower before entering the water.
- 18. Dressing and undressing is permitted only in the locker room; discretion must be used in the locker rooms when showering/dressing.
- 19. Board of Health Rules and Commission Rules prohibit urination on the pool grounds or in the pool water.
- 20. Any person having a communicable disease, open blisters, cuts, sore or inflamed eyes, ears, nose or mouth infections, excessive sunburn or any type of skin disease will be excluded from the pool area.

Supervision

- 21. Use of diving board or slide may be revoked for safety by any staff member for any patron. Goggles cannot be worn on the slide or diving boards.
- 22. No horseplay of any kind in the pool or pool areas. No balls, toys, etc. permitted in the pool or on the deck/grass areas around the pools. Balls may be used only in the recreation area. The recreation area is defined as the volleyball court, basketball court, recreation tent area, and grass area beyond the volleyball court. Use on the pool deck is strictly prohibited.
- 23. There shall be no running or throwing of objects, except in the recreation area.
- 24. Unnecessary spouting of water, snapping of towels, roughness, or other conduct affecting the safety and comfort of others, shall not be permitted.
- 25. Following items are strictly enforced in the pool perimeter;

- a. Walking of bicycles within the pool gates.
- b. Skateboarding is forbidden on pool grounds. All skateboards must be stowed near the bike rack.
- c. Water pistols of any kind are prohibited.
- 26. No diving into the pool except from the diving boards. Jump feet first only off the 5 ft. wall.

Age Restrictions

- 27. Only children up to the age of 7 will be permitted in the baby pool.
- 28. Parents are responsible for their children. An adult must accompany children 5 and under at all times.
- 29. All children under the age of 14 must be accompanied by an adult (18 years of age or older) to be admitted to the pool complex. Children ages 12 and 13 may be permitted to enter the pool complex without an adult on a probationary basis. During this probationary period, children ages 12 & 13 must adhere to all pool rules and regulations. Failure to comply with pool rules will result in the following consequences:
 - 1st Offense: Warning
 - 2nd Offense: Removal of probationary privileges, requiring the child to be accompanied by an adult for all future pool visits.
- 30. Only the Verona Pool provided Life Vests are permitted in the pool. No other floatation devices are allowed at any time. Life vests may not be worn when using the waterslide or diving board.
- 31. No children under 18 years of age allowed in the main pool or on the main pool deck during the weekend "Adults Only" hour.

Respect of Others

- 32. Portable audio/video devices of all types must be used with earphones.
- 33. There shall be no littering allowed on pool grounds.
- 34. Destruction of or defacing of pool property will result in suspension or revocation of membership and expulsion from the pool grounds.

Structures, Chairs, and Possessions

- 35. The pool staff are not responsible for valuables brought into the pool.
- 36. Chairs locked or placed on the fences on pool grounds are not the responsibility of the staff.

 The pool is not responsible for any lost, damaged, or stolen chairs or items in the chair.
- 37. No loitering in the vicinity of Lifeguard stands, entrance ladders, stairs or ramp.
- 38. Pool patrons are not permitted to put up personal tents or umbrellas on pool property.
- 39. Patrons who occupy tables must be present on the pool premises.
- 40. Tables for disabled persons are marked and are reserved for individuals with disabilities and their families or guests.

Safety

- 41. The Pool Manager or Assistant Manager may close or limit the swimming pool facilities whenever, in their judgment, such action is deemed necessary or desirable for safe operation of the pool.
- 42. Any conduct that endangers the safety of others or other patrons' use of the facilities shall be prohibited. No profanity, harassment, intimidation, or bullying of patrons or staff will be tolerated.
- 43. Any patron creating a potentially disruptive or dangerous environment at the top, bottom, or in the vicinity of the waterslide may have waterslide privileges revoked.
- 44. First violation of any rule may result in suspension of membership for up to 2 weeks. Second or subsequent violation of any rule may result in 2-week suspension or revocation of membership. A bounced check will result in membership suspension or revocation. Suspended members will not be permitted on pool grounds and may not enter the pool as a guest or on another type of pass.

Hours and Closures

- 45. Swimmers are required to clear the water 20 minutes prior to closing.
- 46. Family Nights are on Tuesdays from 4pm to 8pm between Memorial Day and Labor Day. Any Verona resident may enter the pool grounds for \$10 per person and must show photo identification with proof of Verona address to enter.
- 47. The pool grounds will close at 7:00 pm on Sundays between Memorial Day and June 20, 2025. The pool grounds will close at 6:00 pm on Labor Day.
- 48. Weather Closures- The Pool facility is equipped with a THOR GUARD Lightning detection system. It will sound a long horn when lightning is close. The pool facility will be closed then. ALL members must leave the facility at that time. The closing will be sent out through Community Pass. The Thor Guard will sound three short horns when the lightning has passed. If the poor weather passes before 4pm, the pool may reopen. That information will be sent out through Community Pass.
- 49. The Gazebo is available to rent in two-hour blocks with a maximum of four hours for any one day. Only Verona Pool members are eligible to rent the Gazebo. All food must be brought in separately or purchased from the snack bar. There is no cooking or grilling allowed at the Gazebo. Rental times start between 12pm & 5pm Weekdays and 11am and 5pm on Saturdays & Sundays. All rentals are finished by 7pm every day. All Gazebo guests who are non-pool members must pay the guest fee to enter the pool grounds. There is a rain date fee available at the time of rental. Each two-hour rental is \$75. The rain date fee is \$25. (There is only one rain date fee per rental date.) All Gazebo fees are non-refundable. All pool rules must be followed. Members are responsible for their guests.
- 50. Day Passes are available for purchase by Verona Residents only. Purchasing Day Passes are limited to three times. They can only be purchased Monday to Friday. They are not

- available Memorial Day, July 4^{th} or Labor Day. In the instances that the pool is closed due to poor weather conditions, no refund will be issued for Day Passes.
- 51. Private swim lessons by a VCP lifeguard are available to purchase. Lessons are scheduled directly through the lifeguard and must be paid for at the front office of the pool. Lessons must not take place before the pool opens fully.
- 52. Splash Pad છ Baby Pool Early Accessisopen Pool Member Parents/Guardians/Caregivers with children 7 years of age and younger every day after the Pool opens full time on June 21st. Early access is only for the Splash Pad & Baby Pool area. There is no access during this time to the main pool, slides or any attractions. Access to the Splash Pad & Baby Pool is through the Main Gate. By entering the pool, you agree to the following statement:

POOL OPENS FULL TIME FRIDAY, JUNE 20th, 2024 AT 12 NOON HOURS of OPERATION for 2025 POOL SEASON

Monday, Tuesday, Wednesday & Thursday	12:00pm (Noon) to 8:00pm
Friday	12:00pm (Noon) to 9:00pm
Saturday (ADULTS ONLY - 18+)	10:00am to 11:00am
Saturday	11:00am to 8:00pm
Sunday (ADULTS ONLY - 18+)	10:00am to 11:00am
Sunday	11:00am to 8:00pm

By entering the pool, you agree to the following statement: I HAVE READ THE VERONA COMMUNITY POOL RULES AND AGREE THAT I, MY FAMILY MEMBERS AND ANY GUESTS WILL ABIDE BY ALL POOL RULES.

BE IT FURTHER RESOLVED that the Township of Council of the Township of Verona hereby approves the 2025 Community Pool Season rules and authorize the Director of Community Services to establish and enforce these rules as deemed necessary.

ROLL CALL:

AYES:

NAYS:

ABSENT:

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 FEBRUARY 3, 2025.

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 OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA DESIGNATING AND DECLARING THAT CERTAIN PROPERTY LOCATED AT 383 BLOOMFIELD AVENUE AND IDENTIFIED AS BLOCK 708, LOT 1 BE DECLARED A -NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT

WHEREAS, the Local Redevelopment and Housing Law, <u>N.J.S.A.</u> 40A:12A-1, et seq., as amended and supplemented (the "**Redevelopment Law**"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment or as areas in need of rehabilitation; and,

WHEREAS, by Resolution 2024-147, the Township Council (the "Township Council") of the Township of Verona (the "Township") authorized and directed the Planning Board of the Township of Verona (the "Planning Board") to conduct a preliminary investigation of the property identified as 383 Bloomfield Avenue, Block 708, Lot 1 on the tax map of the Township (the "Study Area") to determine whether all or a portion of the Study Area meets the criteria set forth in the Redevelopment Law to be designated as an area in need of redevelopment without condemnation powers ("Non-Condemnation Redevelopment Area"); and,

WHEREAS, in accordance with the Redevelopment Law, a study was performed by Sanyogita Chavan, AICP, PP of H2M Associates, the Planning Board's Professional Planner (the "**Planner**") to determine whether the Study Area should be designated an area in need of redevelopment; and,

WHEREAS, the Planner conducted an investigation and prepared a report with a map of the Study Area depicting the proposed redevelopment area and the location of the parcel under consideration which included a statement of the basis for the investigation and other information, in a report entitled "Township of Verona, 383 Bloomfield Avenue, Area in Need of Redevelopment Preliminary Investigation Report", dated November 2024 (the "Study"), memorializing findings and recommendations; and,

WHEREAS, the Study concluded that the Study Area satisfies the criteria set forth in N.J.S.A. 40A:12A-5(d) and 5(h), including but not limited to dilapidation, obsolescence and the designation is consistent with smart growth principles to be designated as a Non-Condemnation Redevelopment Area under the Redevelopment Law; and,

WHEREAS, pursuant to the Redevelopment Law, the Planning Board held a duly noticed public hearing concerning the Study ("**Public Hearing**") and gave an opportunity to be heard to all persons interested in or affected by a determination that the Study Area is a Non-Condemnation Redevelopment Area; and,

WHEREAS, at the Public Hearing the Planning Board reviewed the findings of the Planner set forth in the Study, heard expert testimony from the Planner (Sanyogita Chavan, AICP, PP) concerning the potential designation of the Study Area as an area in need of redevelopment using the criteria set forth in the Redevelopment Law, and opened the Public Hearing to members of the public for comment and to present their own evidence and/or to address questions to the Planning Board and its representatives concerning the potential designation of the Study Area as an area in need of redevelopment with no member of the public appearing; and,

WHEREAS, on January 23, 2025, based on its review of the Study and the testimony presented at the Public Hearing, the Planning Board voted to recommend to the Council that the Study Area be designated a Non-Condemnation Area in Need of Redevelopment (the "**Planning Board Recommendation**"), accepting and adopting the recommendations contained in the

Study, and recommending that the Study Area be declared a Non-Condemnation Redevelopment Area for the reasons set forth therein; and,

WHEREAS, after careful consideration of the Study, the Planning Board Recommendation, and all of the relevant facts and circumstances concerning this matter, the Township of Verona seeks to designate the Study Area as a non-condemnation area in need of redevelopment.

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

- **Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.
- **Section 2.** Based upon the evidence and the recommendation of the Planning Board, the property in the Study Area satisfies the criteria for designation as an area in need of redevelopment set forth in N.J.S.A. 40A:12A-5(d) and 5(h), and such property is hereby designated as an area in need of redevelopment without condemnation powers.
- **Section 3.** In connection with the redevelopment of the Study Area, the Township shall be authorized to use all the powers provided under the Redevelopment Law for use in a redevelopment area, other than the power of eminent domain.
- **Section 4.** The Township Council hereby directs the Township Clerk to transmit a certified copy of this Resolution forthwith to the Commissioner of the Department of Community Affairs for review pursuant to Section 6(b)(5)(c) of the Redevelopment Law.
- **Section 5.** The Township Council hereby directs the Township Clerk to serve, within ten (10) days hereof, a copy of this Resolution upon (i) all record owners of property located within the Study Area, as reflected on the tax assessor's records, and (ii) each person who filed a written objection prior to the Public Hearing, service to be in the manner provided by Section 6(b)(5)(d) of the Redevelopment Law.

Section 6. This Resolution shall take effect immediately.

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 FEBRUARY 3, 2025.

TOWNSHIP OF VERONA COUNTY OF ESSEX, STATE OF NEW JERSEY

RESOLUTION No. 2025-

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

AUTHORIZING AN AGREEMENT WITH ALOIA LAW FIRM LLC FOR TOWNSHIP ATTORNEY SERVICES

WHEREAS, the Township has a need for legal services for the period commencing on January 1, 2025 and terminating on December 31, 2025; and

WHEREAS, the Township has received a proposal from Aloia Law Firm LLC, 2 Broad Street, Suite 407, Bloomfield, New Jersey 07003 to represent the Township as the Township Attorney for 2025 at the same rate of compensation as in 2024; and

WHEREAS, the Local Public Contracts Law $(N.J.S.A.\ 40A:11-5(a)(1)(i))$ permits contracts for professional services to be negotiated and awarded by the governing body without public advertising for bids and requires that the resolution authorizing the award of a contract for professional services without competitive bids and the contract itself be available for public inspection; and

WHEREAS, the award of the contract to Aloia Law Firm LLC is being made pursuant to *N.J.S.A.* 19:44A-20.5; and

WHEREAS, the cost for said professional services shall be set at a monthly retainer of \$6,000 per month worked, or any portion thereof for "General Services" as outlined in the agreement, plus \$125 per hour for any and all legal services outside of the "General Services" performed by the Attorney, \$75 per hour for any paralegal work performed on services other than "General Services", plus the cost of any reimbursable items; and

WHEREAS, this expenditure shall be charged to Budget Accounts that may be deemed appropriate by the Chief Financial Officer or his designee, and the availability of funds which shall be certified by the Chief Financial Officer upon presentation of a property executed Purchase Order and approval of the 2025 Budget.

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

- 1. The preamble to this Resolution is hereby incorporated as if more fully set forth herein.
- 2. An agreement with the Aloia Law Firm LLC, 2 Broad Street, Suite 407, Bloomfield, New Jersey 07003 is hereby authorized to provide legal services for the period commencing on January 1, 2025 and terminating on December 31, 2025 not to exceed \$100,000 without further authorization of the Township Council.
- 3. That the Township reserves the right to cancel this contract for any reason upon thirty (30) days' notice and Aloia Law Firm LLC shall only be paid for the work completed; furthermore, no minimum amount of work or payment is implied or guaranteed.
- 4. That this contract is being awarded pursuant to *N.J.S.A.* 19:44A-20.5.
- 5. That the Township Manager and the Township Clerk are hereby authorized to enter into any agreement necessary for the aforementioned services a copy of which shall be available for public inspection in the Office of the Township 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 FEBRUARY 3, 2025.

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 FEBRUARY 3, 2025.