



VERNON TOWNSHIP COUNCIL MEETING AGENDA

FEBRUARY 15, 2024

6:00 PM EXECUTIVE SESSION

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

1. CALL TO ORDER

2. STATEMENT: Adequate notice of this meeting has been provided to the public and the Press on January 17, 2024 and was posted on the bulletin board in the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-7.

3. ROLL CALL

4. EXECUTIVE SESSION – Resolution #24-43 – Resolution to Enter into Executive Session Redevelopment Agreement, Township Attorney Contract

AT 7:00 PM

1. CALL TO ORDER

2. STATEMENT: Adequate Notice of this Regular Meeting was provided to the public and the press on January 17, 2024 and was posted at the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A.10:4-7.

3. SALUTE THE FLAG

4. ROLL CALL

5. RESOLUTION

Resolution #24-55: Authorizing the Award of Contract for Professional Services – Township Attorney

6. PROCLAMATION
Black History Month

7. PRESENTATION
Jersey Central Power & Light - EnergizeNJ

8. MAYOR COMMENTS

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

10. REVIEW OF BILLS LIST

11. APPROVAL OF MINUTES

January 15, 2024 – Reorganization Meeting

January 22, 2024 – Regular Meeting

12. CONSENT AGENDA

Resolution #24-56: Resolution of the Township Council of the Township of Vernon Amending Resolution #22-77 in Support of an Adult-Use Cannabis Retailer License for Castle of Green

Resolution #24-57: Resolution Authorizing Fireworks to be Displayed on February 5, 2024 within the Township of Vernon for Special Olympics

Resolution #24-58: Authorizing the Township of Vernon to Enter into an Agreement with Statewide Insurance Fund

Resolution #24-59: Resolution of the Township of Vernon, County of Sussex, State of New Jersey, Granting Authority for Approval of Certain Purchases in Excess of the Bid Threshold Thorough New Jersey State Contracts and/or Purchasing Cooperatives for 2024

Resolution #24-60: Authorizing Contract with Microsystems-NJ, LLC, for the Year 2024 in the Amount Not to Exceed \$15,000.00

Resolution #24-61: Resolution of the Township of Vernon Authorizing the Execution of an Agreement for Municipal Services Between the Township of Vernon and Stone Hill Property Owner's Association, Inc.

Resolution #24-62: Resolution of the Township of Vernon Authorizing the Execution of an Agreement for Municipal Services Between the Township of Vernon and Lake Pochung Homeowner's Association

Resolution #24-63: Resolution Authorizing a Grant Application to the New Jersey Department of Community Affairs for the FY 2024 Local Recreation Improvement Grant Program

Resolution #24-64: Resolution of the Township of Vernon, County of Sussex, State of New Jersey, Authorizing the Execution of a Memorandum of Understanding Between the Vernon Township Police Department and Atlantic Health System, Newton Medical Center, to Establish Joint Participation in the Arrive Together Program to Enhance the Support Response to Certain Behavioral Health Crisis Calls

13. INTRODUCTION OF ORDINANCE

Ordinance #24-02: Ordinance of the Township of Vernon, County of Sussex, State of New Jersey, Amending Chapter 13, “Cannabis Establishment Licensing and Regulation” of the Code of the Township of Vernon to Remove the Requirement for the Vernon Township Police to Perform Background Checks and/or Investigations

Ordinance #24-03: Ordinance of the Township of Vernon, County of Sussex, State of New Jersey, Amending Chapter 52 Section 9-D of the Township Code Entitled “Duties of Fire Commissioner/Deputy Commissioner

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

15. COUNCIL COMMENTS

16. COUNCIL PRESIDENT COMMENTS

17. ADJOURNMENT

VERNON TOWNSHIP

RESOLUTION #24-43

RESOLUTION TO ENTER INTO AN EXECUTIVE SESSION

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

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

WHEREAS, the Governing Body wishes to discuss:

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

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

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on February 15, 2024 at 6:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Sparta, B.						
Rizzuto, P.						

TOWNSHIP OF VERNON

RESOLUTION #24-55

**AUTHORIZING THE AWARD OF CONTRACT
FOR PROFESSIONAL SERVICES – TOWNSHIP ATTORNEY**

WHEREAS, there is a need for Professional Services to the Township of Vernon for Attorneys; and

WHEREAS, N.J.S.A. 40A:11-5 specifically exempts professional services from provisions of public bidding as provided in the Local Public Contracts Law; and

WHEREAS, said specified professional services are to be rendered or performed by a person or persons authorized by law to practice a recognized profession, and whose practice is regulated by law within the meaning of N.J.S.A. 40A:11-1 et seq., as amended; and

WHEREAS, the performance of said professional services requires knowledge of an advanced field of learning acquired by a prolonged formal course of specialized training and study as distinguished from general academic instruction or apprenticeship and training; and

WHEREAS, the Township of Vernon is desirous to enter into an agreement with these professionals as a fair and open contract pursuant to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., as amended; and

WHEREAS, the Chief Financial Officer has certified in writing that the value of the contracts are available for these purposes subject to the adoption of the 2024 Municipal Budget; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq., as amended, requires that this Resolution be publicly advertised.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Vernon that they hereby authorize and approve the award of contracts of a Professional Service Contract pursuant to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:20-1 et seq. to provide Services in accordance with the attached Contracts for Professional Services pursuant to a non-fair and open contract to the following:

1. Township Attorney: Matthew Moench of King, Moench & Collins LLP

BE IT FURTHER RESOLVED, that the award of contract shall be contingent upon the completion and receipt of the following:

- (a) A fully-executed professional services contract detailing the scope of services, established fees for said professional services, mandatory Equal Opportunity Language and Affirmative Action Certificate; and
- (b) Receipt of all statutorily mandated “pay to play” political contribution forms pursuant to N.J.S.A. 19:44A-20.4 et seq.; and
- (c) New Jersey Business Registration Certificate; and
- (d) Upon the aforementioned professional being a member in good standing in his respective profession.

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk are hereby authorized and directed to execute, seal and deliver the attached Contracts for Professional Services on behalf of and in the name of the Township of Vernon and that the Municipal Clerk shall publish the award of contract as required by law with ten (10) days of passage of this Resolution.

CERTIFICATION OF FUNDS		
Service:	Account #:	Amount:
Twp. Attorney	4-01-20-155-43	\$68,750.00
Litigation (includes <u>all</u> attorneys)	4-01-20-155-54	\$70,000.00
CFO Signature: _____		
<i>Subject to adoption of the 2024 Municipal Budget</i>		

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on February 15, 2024 at 7:00 pm in the Vernon Municipal Center.

 Marcy Gianattasio, RMC, CMR
 Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Sparta, B.						
Rizzuto, P.						

Proclamation



WHEREAS, Black History Month is celebrated annually in February to recognize the contributions that African Americans have made to American history, and

WHEREAS, Black History Month provides an opportunity to reflect on the significant roles that African Americans have played in shaping our nation's history, and

WHEREAS, Black History Month is an opportunity to celebrate the achievements of African Americans and to recognize their central role in American history, and

WHEREAS, Black History Month provides an opportunity to educate the public about the important contributions of African Americans to our society, and

WHEREAS, the Vernon Township Town Council recognizes the importance of Black History Month and encourages all residents to participate in activities that celebrate the achievements of African Americans and promote greater understanding of their contributions to our society.

NOW, THEREFORE, BE IT RESOLVED that the Vernon Township Town Council hereby proclaims February 2024 as Black History Month in Vernon and encourages all residents to participate in activities that celebrate the achievements of African Americans and promote greater understanding of their contributions to our society.

Adopted this 15th day of February 2024.

Anthony Rossi, Mayor

Patrick Rizzuto, Council President

Jersey Central[®]
Power & Light
A FirstEnergy Company

Focused on Our Future

Introducing *EnergizeNJ*

JCP&L's Infrastructure Investment Program

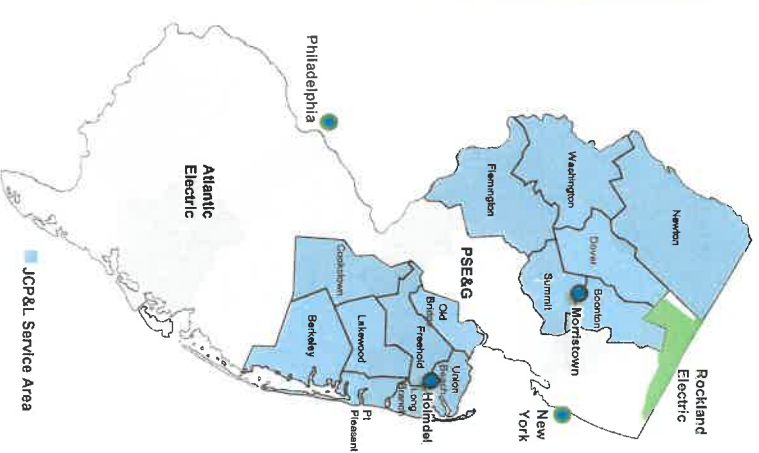


A Strong Presence in New Jersey

“We are a forward-thinking electric utility centered on integrity, powered by a diverse team of employees committed to making customers’ lives brighter, the environment better, and our community stronger.”



- JCP&L serves approximately 1.1 million residential, commercial and industrial customers located within 13 counties and 236 municipalities in N.J.
- We employ approximately 1,500 N.J.-based workers.
 - Including more than 1,100 IBEW electricians, line workers and technicians who build and maintain the critical assets that make up our system.
- Our company maintains and operates more than 26,000 miles of transmission and distribution lines in the state.



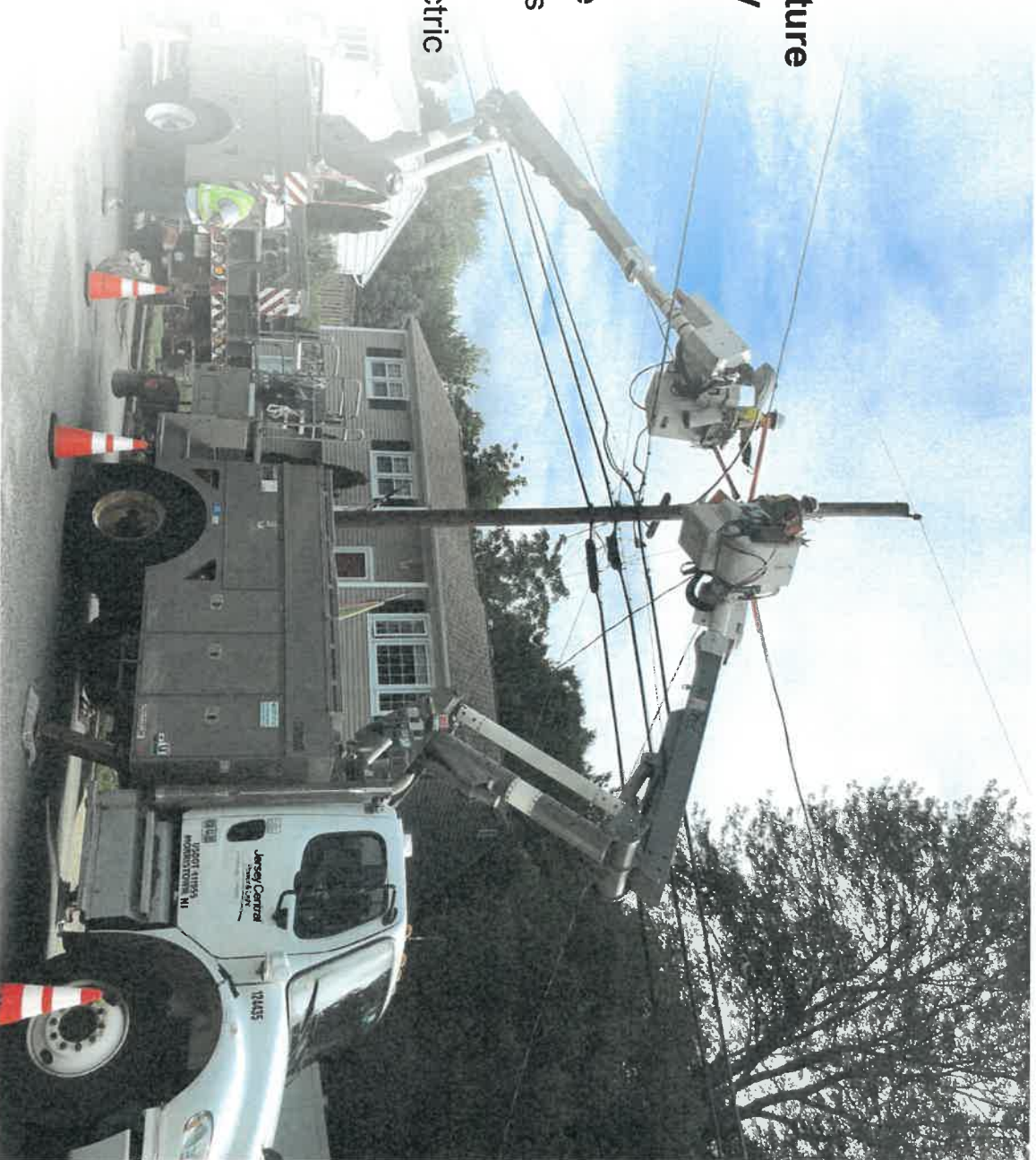
Company Introduction – A Strong Presence in N.J.

- Over the past decade, JCP&L economic development efforts have helped facilitate more than **7,000 new jobs** and **\$1.7 billion in investment in N.J.**
- In 2022, we purchased more than **\$90 million** in local goods and services.
 - Approximately 30% of N.J. purchases come from diverse suppliers.
- A primary goal of FirstEnergy and JCP&L is to put customers and the environment first.
 - JCP&L is the first and only electric utility to be named to the N.J. Dept. of Environmental Protection's Sustainable Business Registry.
 - Additional environmental recognition includes the Certificate of Innovation in Sustainability (NJDEP) and Environmental Leadership Award (Commerce & Industry Association of N.J.)



EnergizeNJ Overview

- Five-year, \$935 million proposal represents the **largest infrastructure upgrade investment in company history.**
- Goals of the plan include:
 - Enhancing reliability performance
 - Hardening the grid against storms
 - Expanding capacity
 - Building the backbone of the electric grid of the future

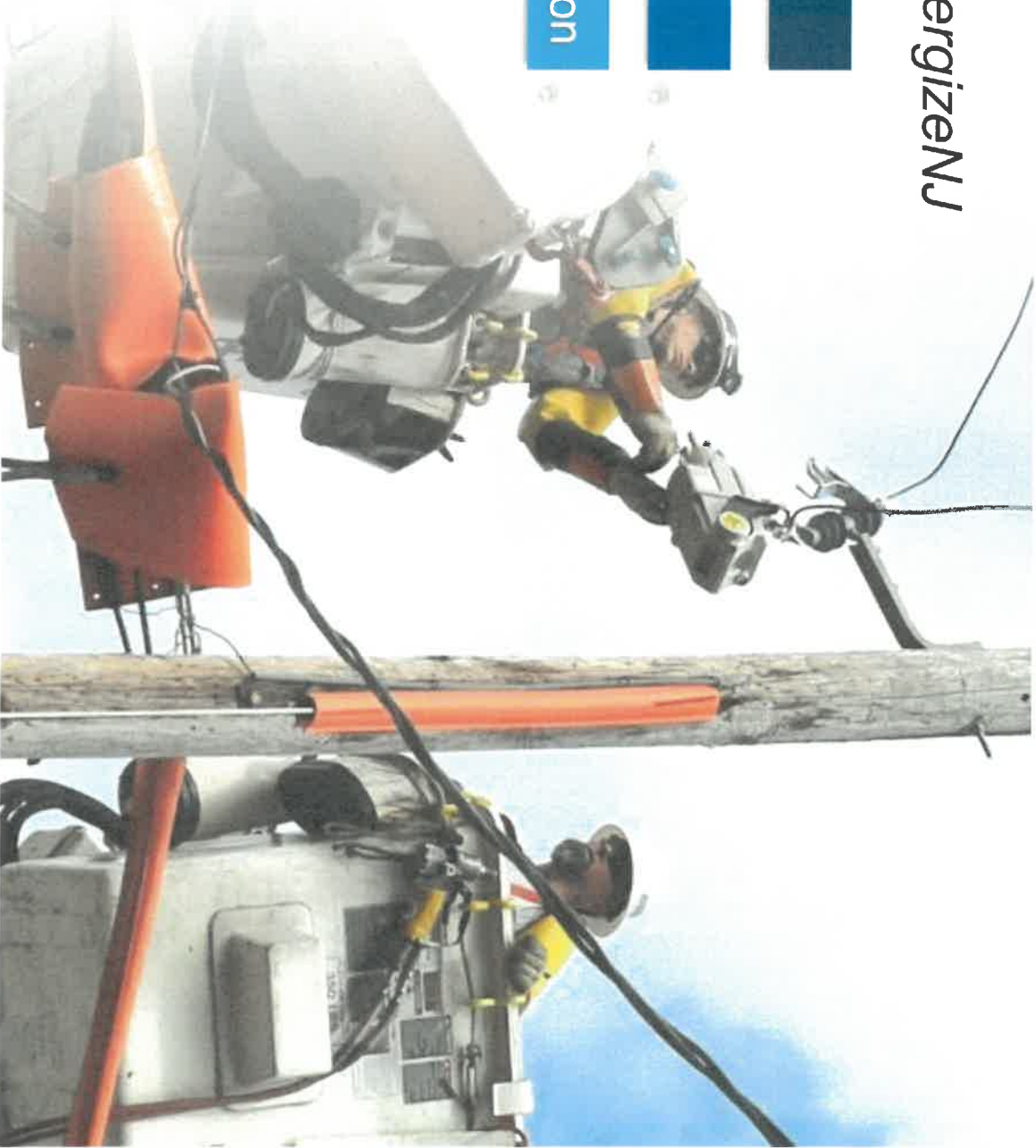


Three Components of EnergizeNJ

Grid Modernization

System Resiliency

Substation Modernization



EnergizenJ

Grid Modernization

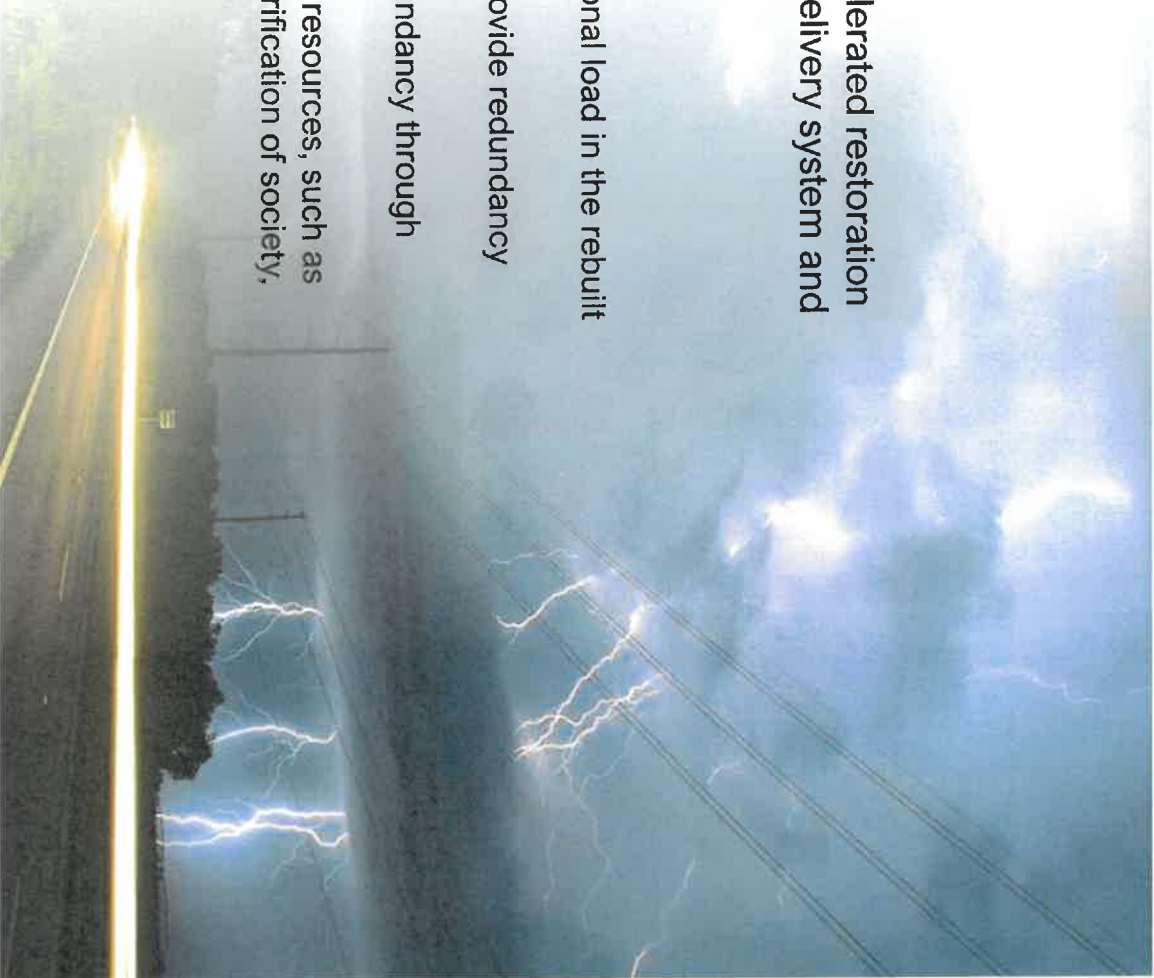
- **\$366 million** program focused on reliability, storm hardening and expanded capacity.
- Highlights of this section include:
 - Upgrading 600+ miles of overhead power lines with more robust wiring and stronger, more durable poles.
 - Replacing approximately 46 miles of aging underground lines for additional durability and capacity.
 - Burying seven miles of specific overhead lines and implementing additional circuit protections.
 - Installing 2,175 new TripSaver devices across 500 JCP&L circuits.
- Locations for grid modernization enhancements are data-driven and determined by historical outage patterns for maximum benefit.



EnergizeNJ

System Resiliency

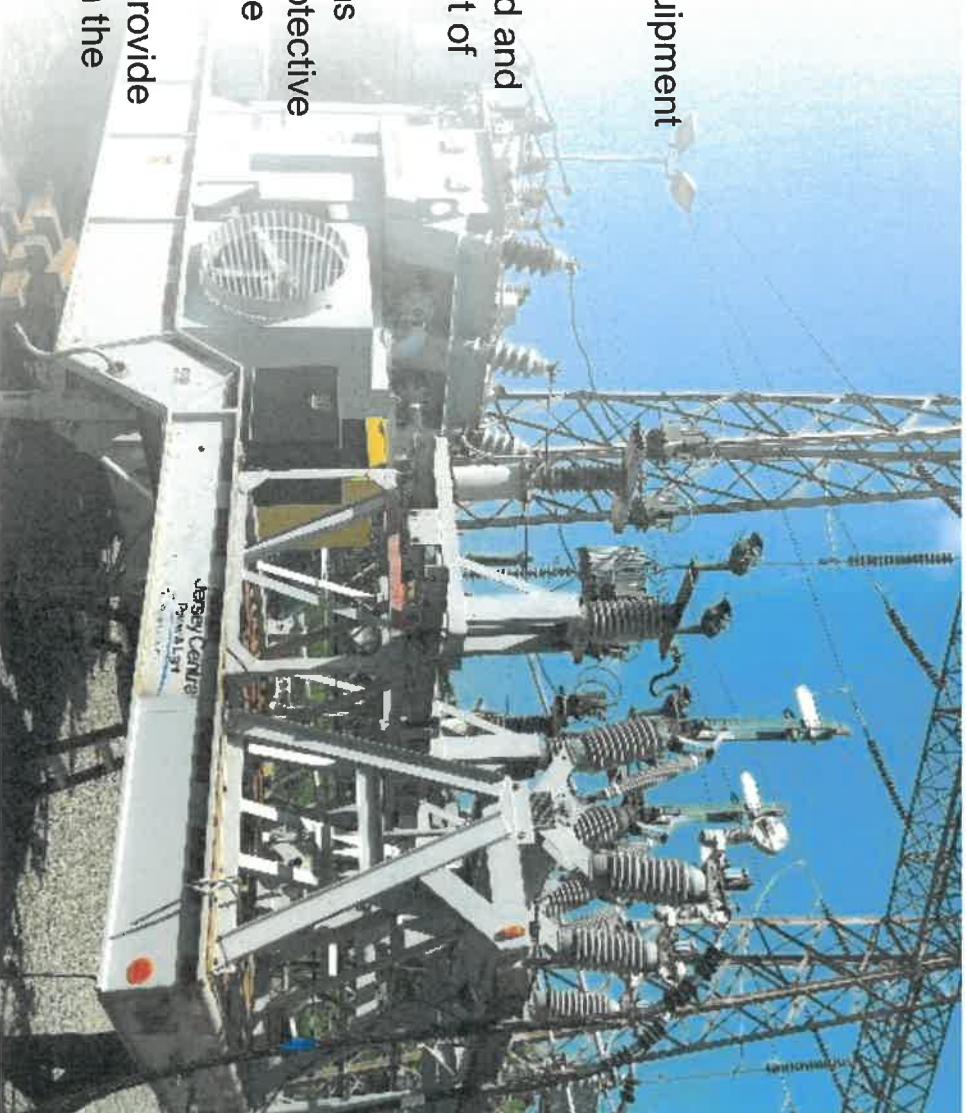
- **\$469 million** program focused on outage recovery, accelerated restoration after severe weather, enhanced flexibility in the energy delivery system and an increase in equipment automation.
- Highlights include:
 - Voltage standardization.
 - 18 substations will be upgraded to support the additional load in the rebuilt circuits.
 - Additional interconnection of existing 12.5 kV circuits to provide redundancy and enhance outage restoration.
 - Build out of new circuits to add capacity and increase redundancy through circuit ties.
 - Additional capacity accommodates additional energy resources, such as solar development, and supports the increasing electrification of society, including EV charging infrastructure.



EnergizenJ

Substation Modernization

- **\$100 million** program focused on upgrading equipment and increasing remote access and automation capabilities.
- Modernized protective devices would be installed and various substation components upgraded as part of rebuilds.
- At coastal substations, key components known as switchgear will be enhanced and given more protective housing to mitigate effects of increased salt in the environment.
- Additional mobile substations added to fleet to provide redundancy and emergency back-up capacity in the event of significant power outages.



Customer Impact

- **EnergizeNJ is an investment in NJ's energy infrastructure.**
- The investment* should pay for itself with an approximately \$3.08 billion return in reliability benefits to customers by:
 - Helping reduce non-storm outages.
 - Improving JCP&L's ability to restore power following a major storm event.
- A residential customer using 783 kWh of electricity per month would see a total increase of \$4.16, or 3.6%, on their monthly electric bill over the five-year term of the plan.
 - Seven incremental increases would take place over five years, ranging from \$0.10 (0.1%) to \$0.99 (0.8%).
 - Initial increase (\$0.54 or 0.5%) would be effective April 1, 2025.



*Benefits estimated using the U.S. Department of Energy's Interruption Cost Estimate tool.

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Power & Light

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Thank You



Appendix: See how a Tripsaver works



Jersey Central Power & Light

A FirstEnergy Company

Forward-Looking Statements

This presentation includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 based on information currently available to management. Such statements are subject to certain risks and uncertainties and readers are cautioned not to place undue reliance on these forward-looking statements. These statements include declarations regarding management's intent, beliefs and current expectations. These statements typically contain, but are not limited to, the terms "anticipate," "expect," "forecast," "target," "will," "intend," "believe," "project," "estimate," "plan" and similar words. Forward-looking statements involve estimates, assumptions, known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements, which may include the following: the ability to successfully execute an exit of commodity-based generation that minimizes cash outflows and associated liabilities, including, without limitation, the losses, guarantees, claims and other obligations of FirstEnergy Corp., together with its consolidated subsidiaries (FirstEnergy) as such relate to the entities previously consolidated into FirstEnergy, including FirstEnergy Solutions Corp. (FES), its subsidiaries and FirstEnergy Nuclear Operating Company (FENOC), which have filed for bankruptcy protection; the potential for litigation and payment demands against FirstEnergy by FES, FENOC or their creditors, and the ability to successfully execute a definitive settlement agreement and obtain approvals from the Bankruptcy Court and others necessary for the comprehensive settlement as agreed to in principle; the risks associated with the bankruptcy cases of FES, its subsidiaries and FENOC, including, but not limited to, third-party motions in the cases that could adversely affect FirstEnergy, its liquidity or results of operations; the ability to experience growth in the Regulated Distribution and Regulated Transmission segments and the effectiveness of our strategy to operate as a fully regulated business; the accomplishment of our regulatory and operational goals in connection with our transmission and distribution investment plans; changes in assumptions regarding economic conditions within our territories; assessment of the reliability of our transmission and distribution system, or the availability of capital or other resources supporting identified transmission and distribution investment opportunities; the ability to accomplish or realize anticipated benefits from strategic and financial goals, including, but not limited to, the ability to grow earnings in our regulated businesses, continue to reduce costs through FE Tomorrow, FirstEnergy's initiative launched in late 2016 to identify its optimal organization structure and properly align corporate costs and systems to efficiently support a fully regulated company going forward, and other initiatives, and to successfully execute our financial plans designed to improve our credit metrics and strengthen our balance sheet; the risks and uncertainties associated with litigation, arbitration, mediation and like proceedings; the uncertainties associated with the deactivation of our remaining commodity-based generating units, including the impact on vendor commitments, and as it relates to the reliability of the transmission grid, the timing thereof; costs being higher than anticipated and the success of our policies to control costs; the uncertainty of the timing and amounts of the capital expenditures that may arise in connection with any litigation, including New Source Review litigation, or potential regulatory initiatives or rulemakings; changes in customers' demand for power, including, but not limited to, changes resulting from the implementation of state and federal energy efficiency and peak demand reduction mandates; economic and weather conditions affecting future sales, margins and operations, such as significant weather events, and all associated regulatory events or actions; changes in national and regional economic conditions affecting FirstEnergy and/or our major industrial and commercial customers, and other counterparties with which we do business; the impact of labor disruptions by our unionized workforce; the risks associated with cyber-attacks and other disruptions to our information technology system that may compromise our generation, transmission and/or distribution services and data security breaches of sensitive data, intellectual property and proprietary or personally identifiable information regarding our business, employees, shareholders, customers, suppliers, business partners and other individuals in our data centers and on our networks; the impact of the regulatory process and resulting outcomes on the matters at the federal level and in the various states in which we do business, including, but not limited to, matters related to rates; the impact of the federal regulatory process on Federal Energy Regulatory Commission (FERC) regulated entities and transactions, in particular FERC regulation of PJM interconnection, L.L.C. (PJM) wholesale energy and capacity markets and cost-of-service rates, as well as FERC's compliance and enforcement activity, including compliance and enforcement activity related to North American Electric Reliability Corporation's mandatory reliability standards; the uncertainties of various cost recovery and cost allocation issues resulting from American Transmission Systems, Incorporated's realignment into PJM; the ability to comply with applicable state and federal reliability standards and energy efficiency and peak demand reduction mandates; other legislative and regulatory changes, including the federal administrator's required review and potential revision of environmental requirements, including but not limited to, the effects of the United States Environmental Protection Agency's Clean Power Plan, Coal Combustion Residuals and Cross-State Air Pollution Rule programs, including our estimated costs of compliance, Clean Water Act (CWA) waste water effluent limitations for power plants, and CWA 316(b) water intake regulation; changing market conditions that could affect the measurement of certain liabilities and the value of assets held in our pension trusts and other trust funds, and cause us and/or our subsidiaries to make additional contributions sooner, or in amounts that are larger, than currently anticipated; the impact of changes to significant accounting policies; the impact of any changes in tax laws or regulations, including the Tax Cuts and Jobs Act, adopted December 22, 2017, or adverse tax audit results or rulings; the ability to access the public securities and other capital and credit markets in accordance with our financial plans; the cost of such capital and overall condition of the capital and credit markets affecting us and our subsidiaries; further actions that may be taken by credit rating agencies that could negatively affect us and/or our subsidiaries' access to financing, increase the costs thereof, letters of credit and other financial guarantees, and the impact of these events on the financial condition and liquidity of FirstEnergy Corp. and/or its subsidiaries; issues concerning the stability of domestic and foreign financial institutions and counterparties with which we do business; and the risks and other factors discussed from time to time in our United States Securities and Exchange Commission (SEC) filings, and other similar factors. Dividends declared from time to time on FirstEnergy Corp.'s common stock, and thereby on FirstEnergy Corp.'s preferred stock, during any period may in the aggregate vary from prior periods due to circumstances considered by FirstEnergy Corp.'s Board of Directors at the time of the actual declarations. A security rating is not a recommendation to buy or hold securities and is subject to revision or withdrawal at any time by the assigning rating agency. Each rating should be evaluated independently of any other rating. These forward-looking statements are also qualified by, and should be read together with, the risk factors included in our filings with the SEC, including but not limited to the most recent Quarterly Report on Form 10-Q, which risk factors supersede and replace the risk factors contained in the Annual Report on Form 10-K and previous Quarterly Report on Form 10-Q, and any subsequent Quarterly Reports on Form 10-Q or Current Reports on Form 8-K. The foregoing review of factors also should not be construed as exhaustive. New factors emerge from time to time, and it is not possible for management to predict all such factors, nor assess the impact of any such factor on our business or the extent to which any factor, or combination of factors, may cause results to differ materially from those contained in any forward-looking statements. We expressly disclaim any obligation to update or revise, except as required by law, any forward-looking statements contained herein as a result of new information, future events or otherwise.

Focused on Our Future



Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	3-01	1,161,206.41	0.00	0.00	1,161,206.41
CURRENT FUND	4-01	9,077,889.18	0.00	0.00	9,077,889.18
CAPITAL FUND	C-04	429,593.02	0.00	0.00	429,593.02
ESCROW	E-12	5,315.30	0.00	0.00	5,315.30
GRANT FUND	G-02	34,070.25	0.00	0.00	34,070.25
OTHER TRUST	T-14	15,803.72	0.00	0.00	15,803.72
RECREATION TRUST	T-16	12,927.33	0.00	0.00	12,927.33
DEV. BONDS	T-21	32,739.73	0.00	0.00	32,739.73
PAYROLL	T-22	4,158.41	0.00	0.00	4,158.41
Year Total:		65,629.19	0.00	0.00	65,629.19
Total of All Funds:		10,773,703.35	0.00	0.00	10,773,703.35

Range of Checking Accts: First to Last Range of Check Dates: 01/18/24 to 02/08/24
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
10-001		GENERAL/CENTRAL CHECKING			
61062	01/19/24	ACEWA005 ACE WALCO TERMITE & PEST CONTR			495
		23-00220 DPW - pest control services	74.44		
61063	01/19/24	ACMEM005 ACME MARKETS, INC			495
		23-00089 SC Program Supplies	15.19		
61064	01/19/24	AIRGA010 AIRGAS			495
		23-00142 FLEET: VARIOUS WELDING SUPPLIE	4.95		
61065	01/19/24	ALICI005 ALICIA SAAVEDRA FERRANTE, ESQ,			495
		23-00024 Prosecutor Services 2023	2,375.00		
61066	01/19/24	ALLIE020 ALLIED OIL			495
		23-00216 Municipal Fuel	6,482.27		
61067	01/19/24	AMAZO005 AMAZON.COM SERVICES LLC			495
		23-00507 Police Supplies	21.96		
		23-00813 Radio Communications Supplies	56.95		
		23-01582 Animal Control Supplies	253.06		
			<u>331.97</u>		
61068	01/19/24	ARAMS005 Aramsco, Inc. DBA EA Morse			495
		23-01593 Perforated Towel	468.30		
61069	01/19/24	ATLAN025 ATLANTIC TACTICAL OF NJ INC			495
		23-01426 Body Armor	5,572.00		
61070	01/19/24	BASSA005 BASSANI POWER EQUIPMENT			495
		23-00146 FLEET: REPAIR PARTS	1,254.75		
		23-00306 PARKS - various parts	87.62		
			<u>1,342.37</u>		
61071	01/19/24	BAYER005 BAYER ELECTRIC			495
		23-01595 Cell Lighting upgrade	1,400.00		
61072	01/19/24	BRAEN005 BRAEN STONE			495
		23-00658 HOT ASPHALT	1,092.49		
61073	01/19/24	CAMPB010 CAMPBELL SUPPLY CO, LLC,			495
		23-00140 FLEET: VES REPAIRS	2,317.30		
61074	01/19/24	CDWGO005 CDW GOVERNMENT INC			495
		23-01586 Technology Switch DPW	255.97		
61075	01/19/24	CLUTC005 DOVER BRAKE & CLUTCH			495
		23-00137 FLEET: VES VARIOUS REPAIRS	2,852.48		
		23-00138 FLEET: DPW VARIOUS REPAIRS	306.30		
			<u>3,158.78</u>		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61076	01/19/24	COUNT065 COUNTY OF SUSSEX			495
	24-00008	4th qtr 2023 health insurance	14,273.69		
61077	01/19/24	CRYST005 CRYSTAL MOUNTAIN SPRINGS			495
	23-00063	WATER COOLER SERVICE	449.45		
61078	01/19/24	DENHE005 DENHEYER ELECTRIC			495
	23-01359	LIGHT INSTALLATION	550.00		
61079	01/19/24	DEWBE005 DEWBERRY ENGINEERS, INC.			495
	23-00617	Soil Characterization 269-7	10,141.00		
	23-01537	PS 2 Replacement	5,019.02		
	23-01538	PS 2 Replacement	10,935.00		
	23-01539	PS 2 Replacement	11,547.00		
	23-01540	Water engineering Fees	2,452.00		
	23-01541	Water engineering Fees	4,342.00		
	23-01542	PS 2 Replacement	20,370.45		
			<u>64,806.47</u>		
61080	01/19/24	ELAVO005 ELAVON, INC			495
	23-00177	monthly credit card fee	246.93		
61081	01/19/24	ENTER020 ENTERPRISE FLEET MANAGMENT, INC			495
	23-00224	Police Account 591495A	35,733.03		
	23-00257	FP Explorer Leases	7,311.20		
	23-00464	car lease	528.27		
	23-01611	GPVAC Enterprise Lease Dec2023	591.94		
			<u>44,164.44</u>		
61082	01/19/24	FASTE005 FASTENAL COMPANY			495
	23-00156	FLEET: VARIOUS SHOP SUPPLIES	1,320.43		
61083	01/19/24	FATHE005 Father John's Animal House Inc			495
	23-00168	Spay/Neuter	1,360.00		
61084	01/19/24	FIREA005 FIRE AND SAFETY SERVICES LTD			495
	23-00112	FLEET: VARIOUS VES REPAIRS	125.00		
61085	01/19/24	GAETA005 GAETA RECYCLING CO., INC			495
	23-00082	CONTAINER SERVICE	1,784.27		
61086	01/19/24	GALLS005 GALL'S, LLC			495
	23-01120	OEM- Garmin Rino 750	1,601.49		
61087	01/19/24	GLENW030 GLENWOOD/POCHUCK AMB. CORP.			495
	23-01591	Reimbursement June - Dec 2023	20,157.86		
	23-01621	Final Reimbursement 2023	1,378.39		
			<u>21,536.25</u>		
61088	01/19/24	GPCNA005 NAPA Auto Parts			495
	23-00124	FLEET: DPW VARIOUS REPAIR PART	763.94		

Check # PO #	Check Date	Vendor Description	Amount Paid	Reconciled/Void	Ref Num Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61089	01/19/24	HENDE010 HENDERSON PRODUCTS, INC 23-00947 OUTFITTED SINGLE AXLE DUMP	223,442.00		495
61090	01/19/24	HERAL005 NEW JERSEY HERALD 23-00119 Legal Advertising	18.72		495
61091	01/19/24	HHAUT005 H & H AUTO PARTS OF VERNON 23-00114 FLEET: VES VARIOUS PARTS 23-00121 FLEET: DPW VARIOUS PARTS	829.49 291.51 <u>1,121.00</u>		495
61092	01/19/24	HIGHL010 HIGHLAND FLOWERS AND GIFTS 23-00350 SC Programs Floral	80.00		495
61093	01/19/24	HOOVE005 HOOVER TRUCK CENTERS, INC 23-00122 FLEET:FREIGHTLINER/STERLING RE	278.22		495
61094	01/19/24	INTEG010 INTEGRATED MICRO SYSTEMS, INC 23-01585 Renewal Sonicwall - Township	3,998.00		495
61095	01/19/24	JACLY005 JACLYN MCCABE 23-01587 Personnel Supplies	41.70		495
61096	01/19/24	JCMAS005 JCM Associates LLC 23-01193 LEAD Supplies 23-01341 LEAD Supplies	650.00 355.20 <u>1,005.20</u>		495
61097	01/19/24	JDSAL005 NEXGEN POWER EQUIPMENT INC 23-00162 FLEET: WATER RECYCLER MAINT.	225.00		495
61098	01/19/24	JEMEL005 JEM ELECTRIC LLC 23-00227 B&G - electrical repairs 23-01521 RESTROOM LIGHTS 23-01529 ELECTRICAL REPAIRS SNACK SHACK	225.00 600.00 3,125.00 <u>3,950.00</u>		495
61099	01/19/24	JESCO005 JESCO, INC. 23-00125 FLEET: VARIOUS JOHN DEER REPAI	5,103.21		495
61100	01/19/24	JOHNS020 JOHNNY ON THE SPOT DBA UNITED 23-00103 Porta Potty Rentals	343.47		495
61101	01/19/24	KEVIN010 KEVIN CANOVA 23-01604 100% DISABLED VETERAN REFUND	3,038.17		495
61102	01/19/24	KEYTE005 KEY TECH 23-01447 Sadhill Rd - Core Sampling	1,910.00		495
61103	01/19/24	KONIC005 KONICA MINOLTA BUSINESS SOLUTI 23-00217 Municipal Copier Leases 2023	92.47		495

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PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61104	01/19/24	KRAFT010 KRAFT POWER CORP			495
		23-00490 GENERATOR REPAIRS & MAINT	1,645.00		
61105	01/19/24	KUIKE005 KUIKEN BROTHERS CO., INC.			495
		23-00801 SIGN SUPPLIES	104.94		
		23-01281 MATERIALS LADIES LOCKER ROOM	176.28		
		23-01528 BUILDING REPAIRS SNACK SCHACK	998.83		
			<u>1,280.05</u>		
61106	01/19/24	LAWSO010 LAWSON PRODUCTS			495
		23-00166 FLEET: VARIOUS SHOP SUPPLIES	140.57		
61107	01/19/24	LERET015 LERETA TAX & FLOOD SERVICES			495
		23-01601 100% DISABLED VETERAN REFUND	3,033.15		
61108	01/19/24	MCAFE010 MC AFEE HARDWARE CO., INC.		01/19/24 VOID	0
61109	01/19/24	MCAFE010 MC AFEE HARDWARE CO., INC.			495
		23-00028 B&G - miscellaneous items	631.94		
		23-00029 PARKS - miscellaneous items	934.83		
		23-00030 SIGN - miscellaneous items	157.70		
		23-00092 SC Supplies	32.36		
		23-00190 DPW - supplies	59.04		
		23-00192 DPW SAFETY EQUIPMENT	71.96		
			<u>1,887.83</u>		
61110	01/19/24	MGLPR005 MGL PRINTING SOLUTIONS			495
		23-01555 Office Supplies	168.00		
61111	01/19/24	MILLS010 IRENE M MILLS			495
		23-00521 Personnel Supplies	58.19		
61112	01/19/24	MONTA015 MONTAGUE TOOL & SUPPLY			495
		23-00075 SIGN - miscellaneous items	199.00		
		23-00127 FLEET:SMALL ENGINE/SHOP SUPPLI	557.84		
		23-00128 FLEET: VARIOUS CHAINSAW PARTS	395.71		
		23-00194 DPW SAFETY EQUIPMENT	204.38		
			<u>1,356.93</u>		
61113	01/19/24	MOTOR010 MOTOROLA SOLUTIONS, INC.			495
		23-01240 Quotation 239876	1,410.00		
		23-01543 Redactive software support	995.00		
			<u>2,405.00</u>		
61114	01/19/24	MUNIH005 MuniHub			495
		23-01619 2023 BAN official statement	500.00		
61115	01/19/24	NAVRI005 NAVRIZ DOORS INSTALLATION & RE			495
		23-01517 SENIOR CENTER DOOR	2,583.95		
61116	01/19/24	NIELS005 NIELSON FORD INC			495
		23-00129 FLEET: VARIOUS FORD PARTS	2,071.47		

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PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61117	01/19/24	NJMEB005 NJMEBF			495
	23-01623	SEPTEMBER 2023	286,119.00		
	23-01624	OCTOBER 2023	279,184.26		
	23-01625	NOVEMBER 2023	282,410.56		
			<u>847,713.82</u>		
61118	01/19/24	NJSTL005 NJ ST LEAGUE OF MUNICIPALITIES			495
	23-00196	Employment Advertisements	115.00		
61119	01/19/24	NORTH015 NORTH EAST PARTS GROUP LLC			495
	23-00131	FLEET:DPW VARIOUS REPAIR PARTS	3,452.04		
61120	01/19/24	NORTH050 NORTHEAST COMMUNICATIONS INC			495
	23-01068	Zetron Equipment Upgrade	13,180.00		
	23-01354	RADIO IN BASIN CLEANER TRK 93	424.00		
			<u>13,604.00</u>		
61121	01/19/24	OPTIM005 Optimum			495
	23-00047	Police Cable	9.95		
61122	01/19/24	PFPET005 P.F. PETTIBONE & CO			495
	23-01531	Office Supplies	148.95		
61123	01/19/24	POSIT005 POSITIVE PROMOTIONS INC			495
	23-01491	Senior Center Programs	1,182.16		
61124	01/19/24	RDTRE005 RD Tree Service, LLC			495
	23-00536	TREE DISPOSAL	4,000.00		
61125	01/19/24	RICHA065 RICHARD LILLIS			495
	23-01603	100% DISABLED VETERAN REFUND	1,891.36		
61126	01/19/24	ROUTE005 ROUTE 23 AUTO MALL LLC			495
	23-00133	FLEET:VARIOUS FORD VEHICLE PAR	193.68		
	23-00134	FLEET:VARIOUS VES REPAIR PARTS	564.46		
			<u>758.14</u>		
61127	01/19/24	RSPHI005 R.S.PHILLIPS STEEL, LLC			495
	23-00184	FLEET: VARIOUS STEEL FABRICATI	35.00		
61128	01/19/24	SCHEN010 SCHENCK PRICE SMITH & KING LLP			495
	23-01571	Tax Appeal Legal Nov 2023	2,786.18		
61129	01/19/24	SERVI015 SERVICE MASTER TRI-STATE			495
	23-01520	VENT CLEANING	7,500.00		
61130	01/19/24	SHIN005 SHI INTERNATIONAL CORP			495
	23-01588	Animal Control Computer	748.94		
61131	01/19/24	SPIOT005 SPIOTTI & ASSOCIATES			495
	23-01607	STATE JUDGEMENT REFUND 2019	535.42		
	23-01608	STATE JUDGEMENT REFUND 2018	511.67		

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PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61131		SPIOTTI & ASSOCIATES	Continued		
		23-01609 STATE JUDGEMENT REFUND 2017	497.99		
			<u>1,545.08</u>		
61132	01/19/24	STAPL010 Staples Contract & Commercial			495
		23-00219 Admin- Office Supplies 2023	196.77		
		23-01192 office supply	779.35		
		23-01430 SC officce Supplies Nov	209.01		
		23-01512 COLOR PRINTER FOR MAPPING	447.20		
		23-01530 2023/ Municipal Court	276.73		
			<u>1,909.06</u>		
61133	01/19/24	STATE095 STATE TOXICOLOGY LABORTORY			495
		23-00043 Random Drug Testing	180.00		
61134	01/19/24	SUSSE095 SUSSEX COUNTY M.U.A.		01/19/24 VOID	0
61135	01/19/24	SUSSE095 SUSSEX COUNTY M.U.A.			495
		23-00055 RECYCLING PLASTIC	329.55		
		23-00056 RECYCLING GLASS	518.05		
		23-00540 ROAD SWEEPINGS DISPOSAL	414.55		
			<u>1,262.15</u>		
61136	01/19/24	TELEP005 WARWICK VALLEY TELEPHONE			495
		23-01612 Municipal Phone Service Dec 23	3,831.16		
61137	01/19/24	THOMA045 DARRIN KOZIEL			495
		23-01605 100% DISABLED VETERAN REFUND	4,108.05		
61138	01/19/24	TILCO005 TILCON NEW YORK, INC			495
		23-00173 DPW - FOR HOT ASPHALT	467.89		
61139	01/19/24	TREAS015 TREASURER, PETTY CASH			495
		24-00001 replenish petty cash - dpw	100.00		
61140	01/19/24	TREAS015 TREASURER, PETTY CASH			495
		24-00002 replenish petty cash - finance	100.00		
61141	01/19/24	TREAS015 TREASURER, PETTY CASH			495
		24-00003 replenish petty cash - police	500.00		
61142	01/19/24	TRUST005 ARCHER & GREINER P.C. AS TRUST			495
		23-01610 STATE JUDGEMENT REFUND 2020	17,884.82		
61143	01/19/24	TURN005 TURN OUT UNIFORMS			495
		23-00463 New Hire Uniforms	563.24		
		23-00701 Badges & Uniforms	361.60		
		23-01596 Stinger LED Flashlights	755.00		
			<u>1,679.84</u>		
61144	01/19/24	ULINE005 ULINE, INC			495
		23-01583 OEM Cones	1,113.66		

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PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61144		ULINE, INC	Continued		
		23-01594 A- Frame Barricade Beam-OEM	1,044.06		
		23-01598 Squad Room Chairs	707.25		
			<u>2,864.97</u>		
61145	01/19/24	URBAN005 DENISE URBANIAK			495
		23-01183 Rec Board Program Supplies	22.00		
61146	01/19/24	VAN00005 O'TOOLE SCRIVO FERNANDEZ WEINE			495
		23-00025 Township Attorney Retainer	5,000.00		
		23-01569 Legal Service Litigat Nov 2023	2,467.50		
			<u>7,467.50</u>		
61147	01/19/24	VERIZ010 VERIZON WIRELESS			495
		23-01620 Municipal CellPhone Serv Dec23	745.00		
61148	01/19/24	VERNO075 VERNON SENIOR RECREATION			495
		23-00086 SC Program Supplies	12.31		
61149	01/19/24	VERNO205 VERNON VALLEY AUTO BODY, INC			495
		23-01577 INSURANCE DED TRUCK #48	1,000.00		
61150	01/19/24	VERNO225 VERNON VETERINARY ASSOCIATES,			495
		23-00285 Animal Shelter- Vet Services	864.98		
61151	01/19/24	VICHI005 MARY ELLEN VICHICONTI			495
		23-01429 Beautification Comm Supplies	38.22		
61152	01/19/24	ZYDON005 ZYDON ENTERPRIZE FLEET SYSTEMS			495
		23-00189 FLEET: ANNUAL INSPECTIONS	888.00		
61153	01/22/24	HIGHL020 HIGHLAND LAKES COUNTRY CLUB			496
		24-00009 release - HL escrow upper/east	32,739.73		
61154	01/23/24	VERNO120 VERNON TWP BOARD OF EDUCATION			497
		24-00007 Jan Current Expense 24	1,821,462.00		
61155	01/24/24	TREAS045 TREASURER, STATE OF NEW JERSEY			498
		24-00206 4th qtr 2023 state training	4,791.00		
61157	02/05/24	DEPT0010 DEPT OF ENVIRONMENTAL PROTECTIO			501
		24-00081 NJDEP Phys Connection Permit	200.00		
61158	02/08/24	ACEWA005 ACE WALCO TERMITE & PEST CONTR			502
		24-00034 PEST CONTROL SERVICES	74.44		
61159	02/08/24	ACMEM005 ACME MARKETS, INC			502
		23-00089 SC Program Supplies	95.31		
		24-00086 Senior Center Kitchen Supplies	48.12		
			<u>143.43</u>		

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PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61160	02/08/24	ACTIO010 ACTION DATA SERVICES			502
		23-01386 Payroll Invoices	489.14		
61161	02/08/24	AIRGA010 AIRGAS			502
		23-00142 FLEET: VARIOUS WELDING SUPPLIE	4.95		
61162	02/08/24	ALICI005 ALICIA SAAVEDRA FERRANTE, ESQ,			502
		24-00080 Prosecutor Services Jan 2024	2,375.00		
		24-00184 Prosecutor Services 2024	2,375.00		
			<u>4,750.00</u>		
61163	02/08/24	ALLIE020 ALLIED OIL			502
		23-00216 Municipal Fuel	6,089.10		
		24-00237 Municipal Gas Fuel	10,830.55		
			<u>16,919.65</u>		
61164	02/08/24	ALPHA010 ALPHA STAMP & ENGRAVING CO.			502
		23-01584 Personnel	160.65		
61165	02/08/24	AMAZO005 AMAZON.COM SERVICES LLC			502
		24-00135 SC Programs & Events	314.97		
61166	02/08/24	AMYHA005 AMY HACKETT			502
		24-00268 Alliance Coordinator MAC Grant	250.00		
61167	02/08/24	ARROW005 ARROW FIRE PROTECTION			502
		23-00202 B&G - backflow testing	369.76		
		24-00056 EMERGENCY SERVICE CALL	2,156.97		
			<u>2,526.73</u>		
61168	02/08/24	BERGE015 BERGEN CO POLICE/FIRE ACADEMY			502
		23-01347 Report Writing Class	50.00		
61169	02/08/24	BLACK040 BLACK DIAMOND TINTING, LLC			502
		23-01172 New Vehicle Tint	125.00		
61170	02/08/24	BRIGH010 BRIGHTSPEED			502
		24-00294 Municipal Phone Services	757.92		
61171	02/08/24	CABLE005 CABLEVISION LIGHTPATH NJ, LLC			502
		24-00174 Municipal Internet Jan 2024	1,084.00		
61172	02/08/24	CAMPB010 CAMPBELL SUPPLY CO, LLC,			502
		23-00135 FLEET: DPW VARIOUS REPAIR PART	1,499.07		
		24-00179 FREIGHTLINER TRUCK PARTS	205.17		
			<u>1,704.24</u>		
61173	02/08/24	CANNI005 THE CANNING GROUP LLC			502
		24-00187 Qualified Purchasing Serivces	791.67		
61174	02/08/24	CEREN005 CERENE BELLI			502
		24-00298 TAX REFUND OVERPAYMENT	2,491.80		

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10-001		GENERAL/CENTRAL CHECKING	Continued		
61175	02/08/24	CINTA005 CINTAS CORPORATION NO 2			502
		24-00193 Municipal AED Maint 2024	388.00		
61176	02/08/24	CLIFF005 CLIFFSIDE BODY CORP.			502
		24-00227 EMERGENCY PARTS REPAIR #67	1,527.80		
61177	02/08/24	CONVE005 CONVERGEONE			502
		23-00276 Phone System Repairs - 2023	1,886.00		
61178	02/08/24	COUNT045 COUNTY OF SUSSEX			502
		23-00094 SC Transportation	8,333.30		
61179	02/08/24	CRYST005 CRYSTAL MOUNTAIN SPRINGS			502
		24-00021 WATER COOLER SERVICE	289.99		
		24-00022 WATER COOLER SERVICE	220.49		
			<u>510.48</u>		
61180	02/08/24	CUSTO005 CUSTOM BANDAG INC			502
		23-00153 FLEET: VES TIRES	1,463.00		
		23-00154 FLEET: DPW TIRES	1,469.04		
			<u>2,932.04</u>		
61181	02/08/24	DAMST005 JANE DAMSTRA			502
		23-00085 SC Mileage Donation Pickup	41.33		
		24-00133 Mileage Donation Pickup	45.29		
			<u>86.62</u>		
61182	02/08/24	EDMUN005 EDMUNDS & ASSOCIATES, INC			502
		24-00214 Support Ticket Invoice	1,000.00		
61183	02/08/24	ELAVO005 ELAVON, INC			502
		23-00177 monthly credit card fee	70.41		
61184	02/08/24	ELIZA005 ELIZABETHTOWN GAS CO			502
		24-00149 Gas Serv. Municipal Facilities	1,541.39		
61185	02/08/24	ENTER020 ENTERPRISE FLEET MANAGMENT, INC			502
		23-00224 Police Account 591495A	17,298.06		
		24-00067 MONTHLY LEASE PAYMENTS	9,124.78		
		24-00131 Police Account- 591495A	10,653.26		
		24-00255 GPVAC Enterprise Lease	591.94		
			<u>37,668.04</u>		
61186	02/08/24	FASTE005 FASTENAL COMPANY			502
		23-00156 FLEET: VARIOUS SHOP SUPPLIES	624.50		
61187	02/08/24	FIREA005 FIRE AND SAFETY SERVICES LTD			502
		23-00112 FLEET: VARIOUS VES REPAIRS	2,486.32		
61188	02/08/24	FLEMI005 JOHN T FLEMING			502
		23-01122 Road Resurfacing Various St	72,436.00		

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PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61189	02/08/24	GAETA005 GAETA RECYCLING CO., INC			502
		24-00015 CONTAINER SERVICE	1,784.27		
61190	02/08/24	GIANA005 MARCY GIANATTASIO			502
		24-00219 Zoom Webinar 12/25/23-1/24/24	59.70		
		24-00275 Zoom Webinar 1/25/24-2/24/24	59.70		
			<u>119.40</u>		
61191	02/08/24	GOLDT005 GOLD TYPE BUSINESS MACHINES			502
		24-00128 2024 Info Cop Renewal	3,937.50		
61192	02/08/24	GRANI005 GRANICUS, LLC			502
		24-00173 Short Term Rental Registration	7,071.64		
61193	02/08/24	HAROL005 HAROLD E PELLOW AND ASSOC, INC			502
		23-00118 Work Performed	207.00		
		24-00230 Eng Service Roads, Parks, LDPS	19,221.26		
			<u>19,428.26</u>		
61194	02/08/24	HARRA005 HARRAH'S ATLANTIC CITY OPERATI			502
		24-00164 NJRPA Conference	388.00		
61195	02/08/24	HEAVE005 HEAVEN HILL FARM			502
		23-00574 Town Parks Plantings	95.96		
61196	02/08/24	HENDE010 HENDERSON PRODUCTS, INC			502
		23-00161 FLEET: HENDERSON PARTS	532.25		
61197	02/08/24	HERAL005 NEW JERSEY HERALD			502
		23-00119 Legal Advertising	8.19		
		23-00254 Legal Advertising	149.76		
			<u>157.95</u>		
61198	02/08/24	HHAUT005 H & H AUTO PARTS OF VERNON			502
		23-00121 FLEET: DPW VARIOUS PARTS	164.14		
61199	02/08/24	HHUNT005 HUNTERDON HILLS PLAYHOUSE			502
		24-00233 Bal Due SC Beehive Trip	3,189.60		
		24-00234 SC Trip Patsy Cline Deposit	560.00		
			<u>3,749.60</u>		
61200	02/08/24	HIGHL025 HIGHLAND LAKES VOLUNTEER FIRE			502
		24-00300 Fire Dept Reimbursements Oct23	6,708.13		
61201	02/08/24	HOOVE005 HOOVER TRUCK CENTERS, INC			502
		24-00178 PARTS TO REPAIR FREIGHTLINER	997.50		
61202	02/08/24	IACP0005 IACP			502
		24-00124 Chief- D. B. Young membership	190.00		
		24-00243 IACP Annual Conference and Expo	500.00		
			<u>690.00</u>		

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PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61203	02/08/24	INTEG010 INTEGRATED MICRO SYSTEMS, INC			502
		24-00145 IT Services January 2024	2,400.00		
61204	02/08/24	JCALD005 J. CALDWELL & ASSOCIATES LLC			502
		23-00115 Work Performed	325.00		
		24-00010 Township Planner Services	260.00		
			585.00		
61205	02/08/24	JCPL0005 JCP&L			502
		24-00202 Electric Muni Facil Oct-Nov 23	9,482.00		
		24-00203 Electric Muni Facil Nov-Dec23	10,127.10		
			19,609.10		
61206	02/08/24	JOHNS020 JOHNNY ON THE SPOT DBA UNITED			502
		23-00103 Porta Potty Rentals	299.76		
		24-00147 Porta Potty Rentals	299.76		
			599.52		
61207	02/08/24	JPMON005 JP MONZO MUNICIPAL CONSULTING,			502
		24-00216 Ethics Seminar	50.00		
61208	02/08/24	KUIKE005 KUIKEN BROTHERS CO., INC.			502
		23-01223 Cedar Planks Comm Garden	8,881.38		
61209	02/08/24	KUNZO005 APRIL A KUNZ-OLEKSY			502
		23-00087 SC Exercise Programs	160.00		
61210	02/08/24	LANDS015 NOTCHWOOD LANDSCAPE			502
		24-00181 SNOW REMOVAL FOR BARRY LAKES	28,172.00		
61211	02/08/24	LANGU005 LANGUAGE LINE SERVICE			502
		23-00351 2023/ Language Line	49.30		
61212	02/08/24	LOEFF005 LOEFFEL'S WASTE OIL SERVICE LL			502
		24-00019 RECYCLING OIL	816.00		
61213	02/08/24	LOGOM005 LOGO MAT CENTRAL. LLC			502
		23-01597 5x8 PD Floor Mat	837.90		
61214	02/08/24	MCAFE005 MC AFEE FIRE DEPT.			502
		24-00222 Reimburse Monthly Dec 2023	21.16		
61215	02/08/24	MCAFE010 MC AFEE HARDWARE CO., INC.			502
		23-00170 Animal Shelter Supplies	10.47		
		23-00734 Rec Programs	13.98		
		23-01395 Beautification Comm Supplies	35.98		
		24-00097 Police Supplies	59.90		
			120.33		
61216	02/08/24	MCDON005 MCDONALD & MCDONALD, INC			502
		23-00178 FLEET: VARIOUS SPRING REPLACEM	1,314.12		

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PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61217	02/08/24	MCICO005 MCI COMMUNICATIONS SERVICES, I			502
		24-00082 Long Distance Services Dec 23	826.20		
61218	02/08/24	MONTA015 MONTAGUE TOOL & SUPPLY			502
		24-00076 PARTS TO REPAIR SMALL ENGINES	145.86		
61219	02/08/24	MORRI025 MORRIS CO FIRE/POLICE ACADEMY			502
		23-00039 Police Classes	250.00		
61220	02/08/24	MORTO005 MORTON SALT, INC			502
		23-00436 ROAD SALT	9,138.45		
		24-00042 ROAD SALT	19,758.32		
			<u>28,896.77</u>		
61221	02/08/24	MUNID005 MUNIDEX, INC			502
		24-00270 Vital Statistics Software	698.00		
61222	02/08/24	NEIL0005 HR DIRECT/G NEIL			502
		24-00172 2024 Labor Law Posters	359.96		
61223	02/08/24	NETW0015 Verizon Connect (NETWORKFLEET)			502
		23-00045 Network Fleet	62.82		
61224	02/08/24	NJASR005 NJASRO			502
		23-01343 Safe Schools Resource Officer	450.00		
61225	02/08/24	NJREC005 NJ RECREATION & PARK ASSOC			502
		24-00163 NJRPA Conference	524.00		
61226	02/08/24	NJSTL005 NJ ST LEAGUE OF MUNICIPALITIES			502
		24-00079 Registration Seminar Mayor	130.00		
		24-00204 P. Rizzuto Seminar 2/3/2024	130.00		
		24-00220 2024 Membership Dues	1,771.00		
		24-00228 A Rossi Webinar 2/23/2024	25.00		
			<u>2,056.00</u>		
61227	02/08/24	NORTH025 NORTH JERSEY COURT ADMIN ASSOC			502
		24-00265 2024/ Municipal Court	100.00		
		24-00322 2024/Municipal Court	80.00		
			<u>180.00</u>		
61228	02/08/24	NORTH050 NORTHEAST COMMUNICATIONS INC			502
		22-00955 NextGen 911	24,797.25		
		23-01175 New vehicle up-fitting	7,942.87		
		23-01355 INSTALL 2 WAY RADIO TRUCK 66	424.00		
			<u>33,164.12</u>		
61229	02/08/24	NRGBU005 NRG BUSINESS MARKETING			502
		24-00223 Utility Gas Co-Op ETown Gas	6,656.23		
61230	02/08/24	NYEZR005 NY E-Z PASS			502
		24-00235 Tolls Fire Prevention Vehicle	39.38		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61231	02/08/24	OFFIC005 NJ PLANNING OFFICIALS			502
	24-00252	NJPO LUB Membership	325.00		
	24-00328	New Member Training	131.00		
			<u>456.00</u>		
61232	02/08/24	OPTIM005 Optimum			502
	24-00090	Police- Cable	9.95		
	24-00148	DPW & Sr Ctr Cable Services	34.85		
			<u>44.80</u>		
61233	02/08/24	OTISE005 OTIS ELEVATOR COMPANY			502
	24-00023	ELEVATOR SERVICE	200.00		
	24-00024	ELEVATOR SERVICE	200.00		
			<u>400.00</u>		
61234	02/08/24	PAINT005 DENVILLE LINE PAINTING			502
	23-01157	SandHill Rd Improvements	13,799.56		
61235	02/08/24	PENTE005 PENTELEDATA LP			502
	24-00213	Municipal Cable Serv Dec-Jan	1,015.60		
61236	02/08/24	PITNE005 PITNEY BOWES INC			502
	24-00192	Office Equipment Maint Renewal	252.00		
61237	02/08/24	PITNE010 PITNEY BOWES SUPPLY LINE			502
	24-00302	Postage Machine Lease R#22-225	975.57		
61238	02/08/24	POWER010 POWERDMS, INC			502
	24-00126	2024 Subscription-Police	5,587.75		
61239	02/08/24	PRINC010 PRINCETON HYDRO LLC			502
	23-00538	Lake/Watershed Management Plan	13,187.50		
61240	02/08/24	PWANJ005 PWANJ			502
	24-00190	RENEWAL PUBLIC WORKS ASSOC	75.00		
61241	02/08/24	RAYBR005 RAY BROSS SANITATION & CONSTRU			502
	24-00188	SNOW REMOVAL HIGHLAND LAKES	93,862.50		
61242	02/08/24	REGIS005 REGISTRARS ASSOC OF NJ			502
	24-00217	24 Membership Shaw/Gianattasio	50.00		
61243	02/08/24	RESID010 RESIDUALS MANAGEMENT SERVICES,			502
	24-00017	GREASE TRAP SENIOR CENTER	238.40		
61244	02/08/24	SCOTT015 SCOTT GASKILL			502
	24-00199	Website Design & Maint 2024	2,782.50		
61245	02/08/24	SERVI015 SERVICE MASTER TRI-STATE			502
	23-00469	Police Cleaning	350.00		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61246	02/08/24	SINNE005 SINNETT, BRANDEN			502
		23-01600 100% DISABLED VETERAN REFUND	1,712.63		
61247	02/08/24	SPATI005 SPATIAL DATA LOGIC, INC			502
		24-00229 Permitting/Licensing Software	23,800.00		
61248	02/08/24	SPEID005 SPEIDEL & SONS CONTRACTING INC			502
		24-00182 SNOW REMOVAL LAKE PANORAMA	21,385.00		
		24-00183 SNOW REMOVAL LAKE WALLKILL	18,380.00		
		24-00185 SNOW REMOVAL LAKE GLENWOOD	11,010.00		
			<u>50,775.00</u>		
61249	02/08/24	STAND005 STANDARD INSURANCE CO.			502
		24-00205 JANUARY 2024	2,920.07		
61250	02/08/24	STAPL010 Staples Contract & Commercial		02/08/24 VOID	0
61251	02/08/24	STAPL010 Staples Contract & Commercial			502
		23-00219 Admin- Office Supplies 2023	38.74		
		23-01188 TONER	503.13		
		23-01337 Office Supplies	172.90		
		23-01409 Office Supplies for Finance	373.99		
		23-01479 PARKS SUPPLIES	1,267.05		
		23-01518 Office Supplies	354.45		
		23-01519 JANITORIAL SUPPLIES	1,624.86		
		23-01554 FP Chairs	507.78		
		23-01564 FP Shelf	243.12		
			<u>5,086.02</u>		
61252	02/08/24	STATE125 STATEWIDE INSURANCE FUND			502
		24-00269 Municipal Insurance 2024	285,096.75		
61253	02/08/24	SUEZW005 VEOLIA WATER NEW JERSEY, INC.			502
		24-00138 Municipal Water Service Dec 23	3,875.07		
61254	02/08/24	SUSSE020 SUSSEX CO ASSOC POLICE CHIEF			502
		24-00125 2024 Membership Dues	1,200.00		
61255	02/08/24	SUSSE060 SUSSEX CO MUNICIPAL CLERK ASSN			502
		24-00218 24 Membership Shaw/Gianattasio	150.00		
61256	02/08/24	SUSSE095 SUSSEX COUNTY M.U.A.			502
		24-00013 RECYCLING PLASTIC	141.05		
		24-00312 1st qtr sewer user fees	690,838.75		
			<u>690,979.80</u>		
61257	02/08/24	SUSSE140 SUSSEX COUNTY TREASURER			502
		24-00306 2023 Added&Omitted Purpose	21,686.63		
		24-00307 1st QTR County Purpose 2024	3,717,105.51		
			<u>3,738,792.14</u>		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61258	02/08/24	SUSSE145 SUSSEX COUNTY TREASURER			502
	24-00308	1st QTR Library Tax 2024	345,195.74		
	24-00309	2023 Added&Omitted Library	1,670.28		
			<u>346,866.02</u>		
61259	02/08/24	SUSSE150 SUSSEX COUNTY TREASURER			502
	24-00310	1st QTR Open Space Tax 2024	14,744.90		
	24-00311	2023 Added&Omitted Open Space	90.98		
			<u>14,835.88</u>		
61260	02/08/24	SUSSE170 SUSSEX RURAL ELECTRIC CO-OP			502
	24-00152	Munic Facil Electric Serv Dec	644.66		
	24-00241	Munic Facil Electric Serv11-23	611.99		
			<u>1,256.65</u>		
61261	02/08/24	TELEP005 WARWICK VALLEY TELEPHONE			502
	23-00051	Police- Digital Radio	156.08		
	23-00052	Police- Live Scan	166.28		
	24-00088	Police-Livescan	83.16		
	24-00089	Police-Digital Radio	78.04		
	24-00197	Phone Serv Police Lines(997)	731.71		
	24-00198	Municipal Phone Service Jan 24	3,656.28		
			<u>4,871.55</u>		
61262	02/08/24	TILCO005 TILCON NEW YORK, INC			502
	23-00173	DPW - FOR HOT ASPHALT	727.05		
61263	02/08/24	TIMEC005 TIMECLOCK PLUS, LLC			502
	24-00236	2024 Schedule Anywhere	2,040.00		
61264	02/08/24	TLOLL005 TLO, LLC (TransUnion Risk)			502
	23-00044	Detective People Search	75.00		
61265	02/08/24	TOWNS015 TOWNSHIP OF RANDOLPH			502
	24-00171	MEMBERSHIP FEE 2024 MCCPC	1,100.00		
61266	02/08/24	TREAS035 TREASURER, STATE OF NEW JERSEY			502
	24-00330	Marriage Applications	500.00		
61267	02/08/24	URBAN005 DENISE URBANIAK			502
	23-00097	Snowshoe Event Supplies	296.35		
61268	02/08/24	USBAN025 U.S. BANK NATIONAL ASSOCIATION			502
	24-00301	Ricoh Map Copier Lease Feb 24	471.42		
61269	02/08/24	USMUN005 U.S. MUNICIPAL SUPPLY INC			502
	23-00185	FLEET:STREET SWEEPER REPAIR PA	1,537.50		
61270	02/08/24	VALLE030 VALLEY PHYSICIAN SERVICES, PC			502
	24-00118	DPW Employee DOT Testing 12-23	259.00		

Check # PO #	Check Date Description	Vendor	Amount Paid	Reconciled/Void	Ref Num Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61271	02/08/24	VERIZ005 VERIZON			502
	24-00200	Phone Service Jan 2024	124.40		
61272	02/08/24	VERIZ010 VERIZON WIRELESS			502
	24-00093	Police MDT Airtime	592.15		
	24-00257	Blanket-Municipal Cell Phone	803.43		
			<u>1,395.58</u>		
61273	02/08/24	VERIZ015 VERIZON WIRELESS			502
	23-00048	MDT Airtime	592.15		
61274	02/08/24	VERIZ035 VERIZON CONNECT FLEET USA LLC			502
	23-00090	GPS SERVICE DPW	724.60		
	24-00092	Verizon Reveal-Police GPS	65.80		
			<u>790.40</u>		
61275	02/08/24	VERNO065 VERNON POLICE ATHLETIC LEAGUE			502
	24-00232	Recreation Shared Service Agmt	11,250.00		
	24-00267	MAC Grant Summer Rec	3,500.00		
			<u>14,750.00</u>		
61276	02/08/24	VERNO075 VERNON SENIOR RECREATION			502
	23-00086	SC Program Supplies	115.94		
61277	02/08/24	VERNO120 VERNON TWP BOARD OF EDUCATION			502
	23-01568	WEATHER SERVICE FOR DPW 2024	325.00		
61278	02/08/24	VERNO120 VERNON TWP BOARD OF EDUCATION			502
	24-00339	Jan Current Expenses & Debt 24	1,836,868.00		
61279	02/08/24	VERNO225 VERNON VETERINARY ASSOCIATES,			502
	23-00285	Animal Shelter- Vet Services	97.26		
61280	02/08/24	WARRE010 WARREN HINCHMAN CONCRETE CO			502
	23-00956	Stonework for 9/11 Memorial	112.84		
61281	02/08/24	WEINE005 WEINER LAW GROUP LLP			502
	23-00116	Work Performed	600.00		
61282	02/08/24	WELLS050 WELLS FARGO VENDOR FINANCIAL			502
	24-00100	Copier Lease Clerk Jan 2024	243.43		
61283	02/08/24	WELLS055 WELLS FARGO VENDOR FINANCIAL			502
	23-01307	Municipal Copier Lease	1,274.33		
61284	02/08/24	GFOA0005 G.F.O.A. OF NEW JERSEY			503
	24-00314	2024 Membership Dues	100.00		
61285	02/08/24	PROFE035 Professional Insurance Assoc.			503
	24-00315	CONSULTANT/BENEFITS COORFINATI	16,400.00		

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	

10-001	GENERAL/CENTRAL CHECKING	Continued		
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	220	3	10,764,229.64
	Direct Deposit:	0	0	0.00
	Total:	220	3	10,764,229.64
				<u>Amount Void</u>
				0.00
				0.00
				0.00

12-001	PLANNING/ZONING			
4554	01/30/24 HAROL005 HAROLD E PELLOW AND ASSOC, INC			499
	24-00284 various lub payments		2,718.50	
4555	01/30/24 JCALD005 J. CALDWELL & ASSOCIATES LLC			499
	24-00285 various lub payments		1,452.50	
4556	01/30/24 ROBER070 Robert Shuppon			499
	24-00283 release of escrow lu# 12-17-6		374.30	
4557	01/30/24 WEINE005 WEINER LAW GROUP LLP			499
	24-00286 various lub payments		770.00	

Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	4	0	5,315.30	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	4	0	5,315.30	0.00

22-001	PAYROLL AGENCY			
4856	01/30/24 AFSCM005 A.F.S.C.M.E., NEW JERSEY COUNC			500
	24-00290 JANUARY 2024		948.87	
4857	01/30/24 LOCAL005 P.B.A. LOCAL 285			500
	24-00289 JANUARY 2024		1,400.00	
4858	01/30/24 LOCAL010 U.A.W. LOCAL 2326			500
	24-00288 JANUARY 2024		691.20	
4859	01/30/24 POLIC005 POLICE AND FIREMAN'S INS. ASSO			500
	24-00287 JANUARY 2024		98.34	
4860	01/30/24 TRANS015 TRANS WORLD ASSURANCE COMPANY			500
	24-00291 JANUARY 2024		1,020.00	

Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	5	0	4,158.41	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	5	0	4,158.41	0.00

Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	229	3	10,773,703.35	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	229	3	10,773,703.35	0.00

Run: 05772402 Pay Date: Wednesday 1/31/24 Pay Period: 02 Type: Regular Schedule: 1

Taxable Wages	Current	Qtr To Date	Year To Date	
Federal Income	361,252.73	699,433.71	699,433.71	
FICA - Social Security	397,298.59			
FICA - Medicare	397,298.59	771,564.66	771,564.66	
State Income	422,734.19	822,433.87	822,433.87	
State Unemployment	418,852.61	815,031.95	815,031.95	
State FLI / DIS	418,852.61	815,031.95	815,031.95	
Amount Your Account Will Be Debited:			161,339.70	
	Employer Share	Employee Share	Total	ADS
Federal Taxes				
Federal Income Tax		42,889.11	42,889.11	*
Social Security 6.200% / 6.200%	24,632.56	24,632.56	49,265.12	*
Medicare 1.450% / 1.450%	5,760.78	5,760.78	11,521.56	*
Total Federal Taxes	30,393.34	73,282.45	103,675.79	
NJ State Taxes				
NJ State Income Tax		17,634.46	17,634.46	*
NJ Unemployment / 0.425%		1,780.10	1,780.10	*
NJ Family Leave / 0.090%		376.96	376.96	*
Total NJ State Taxes		19,791.52	19,791.52	
Public Employees Retirement System				
PERS Pension		13,287.80	13,287.80	*
PERS Back Deduction		131.33	131.33	*
PERS Pension Loan		3,209.66	3,209.66	*
PERS Pension Arrears		57.20	57.20	*
PERS Contributory Insurance		885.92	885.92	*
Total PERS Pension		17,571.91	17,571.91	
Police And Firemans Retirement System				
P&F Pension		16,342.55	16,342.55	*
P&F Back Deduction		1,052.20	1,052.20	*
P&F Pension Loan		2,475.72	2,475.72	*
P&F Pension Arrears		373.10	373.10	*
P&F Supplemental Annuity		56.91	56.91	*
Total P&F Pension		20,300.48	20,300.48	
DCRP Contribution				
DCRP Contribution	157.33	213.65	370.98	
Total DCRP Contribution	157.33	213.65	370.98	
Agency / Deductions				
Child Support		353.17	353.17	
Aflac Post Tax		201.22	201.22	
Trans Wo		510.00	510.00	
POL/FIRE		49.17	49.17	
Dues AFSCME D		486.60	486.60	
Dues UAW		345.60	345.60	
Valic 457		4,418.33	4,418.33	
Lincoln 457		600.00	600.00	
Dues PBA		700.00	700.00	
AFLAC Pre Tax		541.97	541.97	
FSA Dependent Care		228.34	228.34	
Medical Pre Tax		23,656.12	23,656.12	

Action Data Services
0577 Township of Vernon

Payroll Summary

Run: 05772402 Pay Date: Wednesday 1/31/24 Pay Period: 02 Type: Regular Schedule: 1

	Employer Share	Employee Share	Total	ADS
Agency / Deductions Continued				
FSA Medical		1,009.17	1,009.17	
Total Agency / Deductions		33,099.69	33,099.69	
Net Pay				
Net Checks		10,550.90	10,550.90	
Net Deposits Checking		237,711.71	237,711.71	
Net Deposits Savings		1,870.73	1,870.73	
Partial Checking		5,225.00	5,225.00	
Partial Savings 1		1,750.00	1,750.00	
Partial Savings 2		270.00	270.00	
Net Memorandums		272.55-	272.55-	
Total Net Pay		257,105.79	257,105.79	
Grand Totals				
Taxes, Pension, Agency, & Net Pay	30,550.67	421,365.49	451,916.16	
Payroll Funding				
Gross Payroll		421,365.49		
Total Payroll Funding	30,550.67	421,365.49	451,916.16	
Gross Earnings				
Regular		364,717.08	364,717.08	
Overtime		26,162.11	26,162.11	
Adjustment		198.49-	198.49-	
Rec Sec		75.00	75.00	
Sgnt Pay		96.82	96.82	
Sgnt Overtime		190.40	190.40	
Benefit		642.84	642.84	
Longevity		4,824.65-	4,824.65-	
Meals		1,200.00	1,200.00	
On Call		350.00	350.00	
Double Time		20,885.42	20,885.42	
Dispatch Lunch		584.78	584.78	
Volunteer Uniform		300.00-	300.00-	
Outside		9,469.44	9,469.44	
Health Care Stipend		1,805.57	1,805.57	
Stipend		104.17	104.17	
Workers Compensation		405.00	405.00	
Total Gross Earnings		421,365.49	421,365.49	
Taxable / Non Taxable / Other				
Group Life		1,773.70	1,773.70	
Total Txbl/Non Taxable/Other		1,773.70	1,773.70	
Deductions Summary				
Total Taxes	30,393.34	93,073.97	123,467.31	
Total Pension		37,872.39	37,872.39	
Total DCRP	157.33	213.65	370.98	
Total Agency		33,099.69	33,099.69	
Total Deductions	30,550.67	164,259.70	194,810.37	

Township of Vernon

Resolution #24-56

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERNON
AMENDING RESOLUTION #22-77 IN SUPPORT OF AN ADULT-USE CANNABIS
RETAILER LICENSE FOR CASTLE OF GREENS**

WHEREAS, adult-use cannabis is authorized in the State of New Jersey (“State”) pursuant to the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (the “Act”) and N.J.A.C. 17:30 *et seq.*, (collectively, “New Jersey Cannabis Laws”), which legalized the adult use of marijuana by adults 21 years of age or older and established a comprehensive regulatory and licensing scheme for commercial adult-use cannabis operations, use, and possession; and

WHEREAS the State of New Jersey recognizes the need for additional cannabis licenses, both in medical and adult-use programs, both of which are collectively regulated by the New Jersey Cannabis Regulatory Commission (“CRC”); and

WHEREAS on September 13, 2021, the Township Council of Vernon Township (the “Township”) adopted Ordinance 21-25 (the “Ordinance”) which authorized a maximum of three Cannabis Retailers within the Township; and

WHEREAS the Township recognizes that while the ultimate decision to approve new cannabis licensees is guided by the standards identified by the New Jersey Cannabis Laws and vested to the discretion of the CRC; and

WHEREAS the New Jersey Cannabis Laws recognize the necessity of ensuring that any potential licensee/permittee has the support of the local community, as evidenced by a resolution adopted by said municipality’s governing body indicating that the intended location is appropriately located or otherwise suitable for activities related to the operations of the proposed cannabis business; and

WHEREAS the New Jersey Cannabis Laws also require, in addition to the resolution identifying support of the local community, a letter from the Township’s governing body entrusted with zoning or land use that the proposed cannabis business location will conform to municipal zoning requirements allowing for activities related to the operations of the proposed cannabis business to be conducted at the location, and any variances granted as necessary; and

WHEREAS, on March 28, 2022 the Vernon Township Council approved resolution #22-77 approving Castle of Greens desire to operate as a cannabis retailer, as that term is defined by the New Jersey Cannabis Laws, at the property identified as 218 Route 94, Vernon, NJ 07461, Block 385, Lots 12 and 13 on the official tax map of the Township; and

WHEREAS, Castle of Green is requesting to amend resolution #22-77 to the property identified as 224 Route 94, Vernon, NJ 07461, Block 385, Lot 16 on the official tax map of the Township; and

WHEREAS, Castle of Greens has requested proof of local support in accordance with the New Jersey Cannabis Laws and the CRC's Notice of Application Acceptance for Personal Use Cannabis Licenses; and

WHEREAS, issuance of a license to Castle of Greens would not exceed the limitation on licenses set forth in the Ordinance; and

WHEREAS, the Mayor and Township Council recognize ample benefits to the Township and its residents associated with permitting a cannabis retailer site to be located within its border, including, but not limited to, job creation and use of local vendors for operational needs as well as anticipated dedicated tax revenues; and

WHEREAS, this Resolution may be used by Castle of Greens as proof of local support required by the New Jersey Cannabis Laws and the CRC's Notice of Application Acceptance for Personal Use Cannabis Licenses.

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

1. The Township Council believes that the Township of Vernon will benefit from the location of an adult-use cannabis retailer within the Township's boundaries, subject to compliance with the Ordinance.
2. Cannabis Retailing is a conditional use in all commercial and retail zones within the Township and subject to the limitations set forth in accordance with the Ordinance.
3. Castle of Greens has submitted information regarding its business plan, including, but not limited to, its proposed location at the property identified as 224 Route 94, Vernon, NJ 07461, Block 385, Lot 16 on the official tax map of the Township and its intended use and operation of said property as a cannabis retailer, as that term is defined by New Jersey Cannabis Laws, subject to licensure by the CRC.
4. This Resolution should be viewed by the State as support by the Township of Castle of Greens' application, and an indication that the proposed location is appropriately located or otherwise suitable for the activities related to cannabis retailing as will be conducted at the proposed facility.
5. The zoning official, or his/her designee, is hereby authorized and directed to issue a letter and/or affidavit, as appropriate, identifying that the subject property will conform to local zoning requirements allowing for activities related to the operation of a cannabis retailer, as outlined in the Ordinance, and subject to the understanding and agreement with Castle of Greens that it will comply with any and all conditions required by the Ordinance.

- 6. This Resolution may be used by Castle of Greens as proof of local support required by the New Jersey Cannabis Laws and the CRC’s Notice of Application Acceptance for Personal Use Cannabis Licenses.
- 7. This Resolution shall take effect immediately.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on February 15, 2024 at 7:00 pm in the Vernon Municipal Center.

 Marcy Gianattasio, RMC, CMR
 Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Sparta, B.						
Rizzuto, P.						

Township of Vernon

Resolution #22-77

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERNON IN
SUPPORT OF AN ADULT-USE CANNABIS RETAILER LICENSE
FOR CASTLE OF GREENS**

WHEREAS, adult-use cannabis is authorized in the State of New Jersey ("State") pursuant to the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (the "Act") and N.J.A.C. 17:30 *et seq.*, (collectively, "New Jersey Cannabis Laws"), which legalized the adult use of marijuana by adults 21 years of age or older and established a comprehensive regulatory and licensing scheme for commercial adult-use cannabis operations, use, and possession; and

WHEREAS the State of New Jersey recognizes the need for additional cannabis licenses, both in medical and adult-use programs, both of which are collectively regulated by the New Jersey Cannabis Regulatory Commission ("CRC"); and

WHEREAS on September 13, 2021, the Township Council of Vernon Township (the "Township") adopted Ordinance 21-25 (the "Ordinance") which authorized a maximum of three Cannabis Retailers within the Township; and

WHEREAS the Township recognizes that while the ultimate decision to approve new cannabis licensees is guided by the standards identified by the New Jersey Cannabis Laws and vested to the discretion of the CRC; and

WHEREAS the New Jersey Cannabis Laws recognize the necessity of ensuring that any potential licensee/permittee has the support of the local community, as evidenced by a resolution adopted by said municipality's governing body indicating that the intended location is appropriately located or otherwise suitable for activities related to the operations of the proposed cannabis business; and

WHEREAS the New Jersey Cannabis Laws also require, in addition to the resolution identifying support of the local community, a letter from the Township's governing body entrusted with zoning or land use that the proposed cannabis business location will conform to municipal zoning requirements allowing for activities related to the operations of the proposed cannabis business to be conducted at the location, and any variances granted as necessary; and

WHEREAS, Castle of Greens has indicated a desire to operate as a cannabis retailer, as that term is defined by the New Jersey Cannabis Laws, at the property identified as 218 Route 94, Vernon, NJ 07461, Block 385, Lots 12 and 13 on the official tax map of the Township; and

WHEREAS, Castle of Greens has requested proof of local support in accordance with the New Jersey Cannabis Laws and the CRC's Notice of Application Acceptance for Personal Use Cannabis Licenses; and

WHEREAS, issuance of a license to Castle of Greens would not exceed the limitation on licenses set forth in the Ordinance; and

WHEREAS, the Mayor and Township Council recognize ample benefits to the Township and its residents associated with permitting a cannabis retailer site to be located within its border, including, but not limited to, job creation and use of local vendors for operational needs as well as anticipated dedicated tax revenues; and

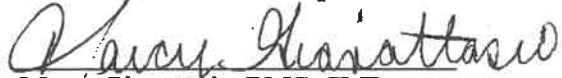
WHEREAS, this Resolution may be used by Castle of Greens as proof of local support required by the New Jersey Cannabis Laws and the CRC's Notice of Application Acceptance for Personal Use Cannabis Licenses.

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

1. The Township Council believes that the Township of Vernon will benefit from the location of an adult-use cannabis retailer within the Township's boundaries, subject to compliance with the Ordinance.
2. Cannabis Retailing is a conditional use in all commercial and retail zones within the Township and subject to the limitations set forth in accordance with the Ordinance.
3. Castle of Greens has submitted information regarding its business plan, including, but not limited to, its proposed location at the property identified as 218 Route 94, Vernon, NJ 07461, Block 385, Lots 12 and 13 on the official tax map of the Township and its intended use and operation of said property as a cannabis retailer, as that term is defined by New Jersey Cannabis Laws, subject to licensure by the CRC.
4. This Resolution should be viewed by the State as support by the Township of Castle of Greens' application, and an indication that the proposed location is appropriately located or otherwise suitable for the activities related to cannabis retailing as will be conducted at the proposed facility.
5. The zoning official, or his/her designee, is hereby authorized and directed to issue a letter and/or affidavit, as appropriate, identifying that the subject property will conform to local zoning requirements allowing for activities related to the operation of a cannabis retailer, as outlined in the Ordinance, and subject to the understanding and agreement with Castle of Greens that it will comply with any and all conditions required by the Ordinance.
6. This Resolution may be used by Castle of Greens as proof of local support required by the New Jersey Cannabis Laws and the CRC's Notice of Application Acceptance for Personal Use Cannabis Licenses.
7. This Resolution shall take effect immediately.

CERTIFICATION

I hereby certify that the above resolution is a true copy of the resolution adopted by the Council of the Township of Vernon at their Meeting held on March 28, 2022 at 7:00 p.m.in the Vernon Municipal Center.


Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N				X		
Furrey, M	X		X			
Lynch, B		X	X			
Shortway, H			X			
Rizzuto, P				X		

CASTLE OF GREENS BUSINESS PLAN

PREPARED FOR



Plan Date: February 06, 2024

This is a **CONFIDENTIAL DOCUMENT** and is to be redacted from public access documents. It sets forth details of the issuer's Confidential Business Plan. It should not be copied, disseminated, shared, or otherwise disclosed without the issuer's prior written approval or used for any other purpose other than regulatory review.

CASTLE OF GREENS
NEW JERSEY CLASS 5 RETAILER
Business Plan and Management Profile

Company Introduction and Description

Castle of Greens (our “Company”) will be led by a team of skilled professionals with the goal of selling the safest, purest, and highest quality cannabis possible for the adult-use market in New Jersey. Our proposition is simple - we believe that the highest quality cannabis is found at the intersection of agricultural expertise and facility optimization. As such, our management team was structured with that goal in mind. We found individuals that have already achieved incredible success in the fields of various highly regulated industries, specifically manufacturing, utilities & indoor cultivation, combined them with trailblazers from the cannabis industry, and got to work.

We will carefully balance professionalism with consumer and industry education as a foundational part of our brand image, while always maintaining compliance with state and municipal requirements for cannabis businesses, including all regulations from the New Jersey Cannabis Regulatory Commission (“the Commission”). N.J.A.C. 17:30.

We will apply for a Class 5 Retailer license which will allow us to sell exemplary cannabis products to New Jersey adult-use consumers. Our retail facility will be located in a location approved by local municipality resolution and selected for ease of access to local customers. We also qualify as a Diversely Owned Business, as our business is majority owned by minority individuals, meeting the 51% required by regulation. N.J.A.C. 17:30-6.4(a)(1) (please note, not a certified MBE by the State of New Jersey - yet). We are also majority women owned as well. (please note, not a certified WBE by the State of New Jersey – unfortunately this certification takes 3-4 months for initial approval, we are working with the New Jersey Department of the Treasury to secure as such.). Most importantly however, in the spirit of community engagement, Castle of Greens qualifies as a Social Equity owned business. To be certain that our business properly represents and is inclusive of the people of New Jersey, we will also enter into a Collective Bargaining Agreement and Project Labor Agreement according to requirements noted in state regulations, including: (i) an agreement with New Jersey labor organization representing cannabis workers, specifically with Mr. Ferraino at UFCW 360; (ii) an agreement with other state labor org representing cannabis workers; (iii) a project labor agreement for construction or retrofit of our facility, specifically with Mr. Laughlin at the South Jersey Building and Construction Trades Council; and (iv) a project labor agreement for another applicable project. N.J.A.C. 17:30-7.10 (b)(13)(i-iv), wherein we have reached out to a variety of associated unions regarding engagement on waste disposal, pest control, etc.

Finally, we will develop and make available for inspection by the Commission an operations manual detailing the processes and policies of our retail facility. N.J.A.C. 17:30-9.6(a)(6)(b). To further this and to guarantee complete transparency, we will permanently allow the Commission or its designees to conduct scheduled or unscheduled inspections of our physical property and buildings, our documents and records, all computers and equipment, and any cannabis items. N.J.A.C. 17:30-17.3(a)(1); N.J.A.C. 17:30-17.3(b)(2); N.J.A.C. 17:30-17.3(d)(1)(2)(3)(6).

Industry

In 2019, the worldwide cannabis industry generated total sales of nearly \$15 billion, and the United States portion came in at over \$12 billion, with previous projections for U.S. sales in 2020 anticipating 23% growth to over \$16 billion.¹ We are now seeing that 2020 surpassed that estimate with sales totaling nearly \$18 billion and the bulk of that increase occurring in the adult-use markets.²

¹ Arcview Market Research/BDS Analytics, *The State of Legal Cannabis Markets*, 7th Edition (2018 Update).

² Arcview Market Research/BDSA, *The State of Legal Cannabis Markets*, 8th Edition (2020 Update).

We plan to capitalize on this nascent industry by obtaining a retail license in the State of New Jersey wherein we feel that our desire to both serve and educate the local population can best be secured. The citizens of New Jersey passed a ballot initiative legalizing adult-use cannabis in the 2020 election and lawmakers subsequently passed legalization legislation. Having legalized medicinal cannabis for use by registered patients following legislative action in 2010, New Jersey is an older cannabis market. Since 2018, the state has witnessed exponential growth in both medicinal cannabis patient count and total sales, with total spending for 2019 surpassing \$107 million.³

Business Development

As one of a select number of licensed cannabis retailers in New Jersey, we will have the privilege of speaking to a captive market of a large adult population that has been eagerly awaiting the launch of the new adult-use industry. We will take a multi-faceted approach to building our brand, growing our market share, and ultimately reaching long-term sustainability. Our initial focus will be to build brand awareness in the adult market through robust business to business (“B2B”) and business to consumer (“B2C”) marketing campaigns. Utilizing a wide variety of marketing formats, we will position our company as an industry thought-leader, educational resource, and premier retailer. These strategies will be critical to creating a consistent and sustainable loyal adult customer base.

We will create a website geared towards educating both new users and those looking to expand their knowledge. It is our intent to engage in academic research partnerships for the benefit of improving the quality & accessibility of cannabis. Castle of Greens supports an R&D program focused on institutional review board approved research involving substance abuse. We also intend to enter into a research collaboration with an accredited U.S. university with experience conducting research into cannabis and/or hemp – in fact, several of the groups affiliated with Castle of Greens have already partnered with such universities looking into various research possibilities into the effect of cannabis on epilepsy and other neurological disorders.

Most importantly, at Castle of Greens we believe engaging with customers in the recreational marijuana market requires more than a simple business to consumer relationship. As such, as part of or engagement with the local community of Vernon Township, we intend to build and operate a cannabis education center next to our dispensary. This is not the first time we have done this – the members of Castle of Greens believe that given the limited information available to customers as to the appropriate use, understanding and restrictions surrounding marijuana, it is our responsibility to hold variety of classes, seminars and conferences on site to educate the local populace. The education center will be managed by one of our affiliate non-profits, and is actively looking for addiction centers and other social engaged organizations in the Vernon Township area to partner with.

Management

Unlike other MSOs where large state operators with little ties to the community win licenses, our ownership is owned 100% by a local resident. Castle of Greens will remain a Women Owned Business Enterprise. It is important that we stress this ownership structure. Many MSOs are circling around New Jersey to add a few more retail centers to their already intensive list of states that they loosely manage.

Business Location & Facility

We have identified property for our retail location located at 224 Route 94 in Vernon. Regardless of location, we believe that operating in this area will afford us the opportunity to have a positive impact on surrounding communities in New Jersey that have been disproportionately affected by cannabis prohibition. N.J.S.A. 24:6I-36(e). N.J.A.C. 17:30-6.5(1). Our target location has roughly 10,000 – 20,000 SF of space for our operations.

³ Arcview Market Research/BDS Analytics, *The State of Legal Cannabis Markets*, 6th Edition (2019 Update).

with final building floor plan to be dependent on local zoning approval. If possible, in locations with limited space, we intend to build a two-tier facility, to better allow for parking space and potential room from future drive throughs.

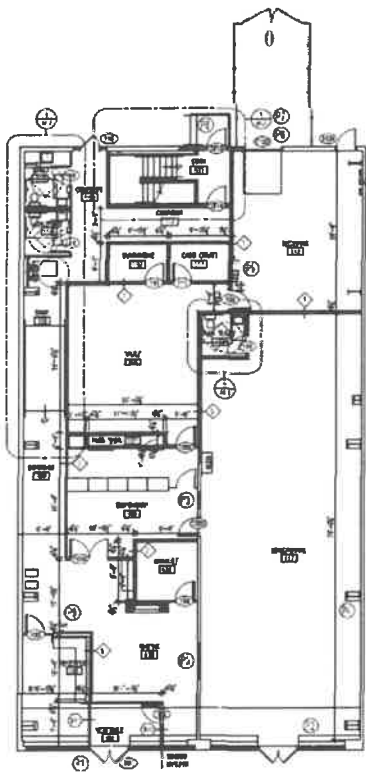
Option #1 for our building will involve placing an approximate 10,000 SF parking lot on the ground level. We will then put our dispensary area underground beneath the parking lot, allowing for a significantly larger dispensary area than would be built by other dispensary operators on only one level. Our team has built such a facility before, in Denver, Colorado, and found such a floor plan to be enormously successful. Option #2 for our building will involve placing the same 10,000 SF parking lot on the ground level, with the dispensary area built on a second level above the parking lot.

In either option, customers are provided with stairs and elevators in the corner of the lot for which to access the retail level. Customers must first pass through a security booth on the parking level to access the stairs or elevators, providing additional security to those persons already on the retail floor and separating paying customers or persons attending the education center from the security area. It is our belief that all customers, whether those seeking product for medical or recreational purposes, are afforded the highest levels of privacy and security while visiting our location, and we believe that Options #1 & #2 are the best strategies for delivering such a commitment to customers in heavily dense areas. Furthermore, by keeping our overall facility footprint to a minimum on the parking level, we are able to more efficiently oversee our parking area from a security approach, providing protection to our customers as they traverse the parking lot to and from the security booth.

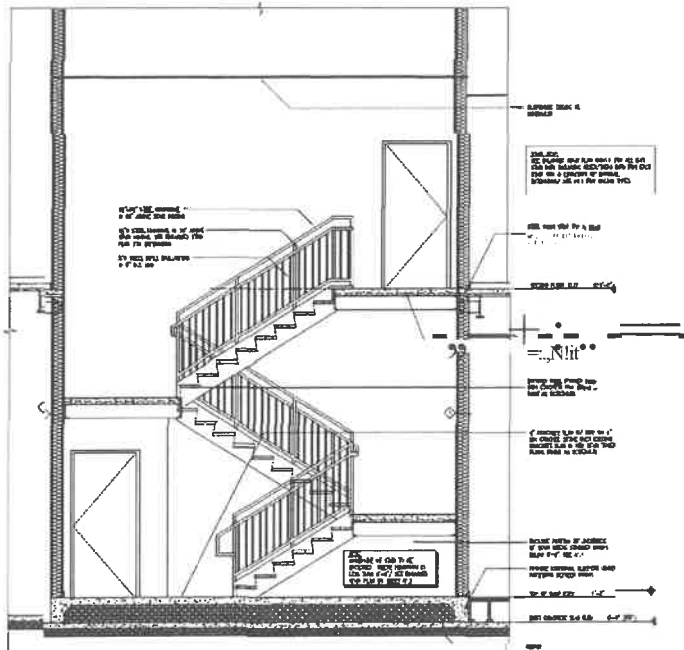
Furthermore, the larger parking lot allows for much higher access and ease to our customers, without placing undue burdens on the local community in regards to street parking or overcrowded parking lots. Many dispensary operators will put in parking lots with a maximum 10-15 parking spaces, claiming to the local municipality that they are adhering to code and as such should be permitted – only to come back six (6) months later requesting that dispensary customers be allowed to park down the street, in front of residential neighborhoods, in the parking lots of surrounding businesses, etc. Or, they fill the parking lots with so many spaces that entry and exit is practically impossible, thus causing traffic issues at all points of access to the parking lot, causing issues to the surrounding transit routes. It is our belief that such congestion is a danger to local consumers and should be mitigated at all costs, both for the benefit of surrounding small businesses as well as the safety of our visitors as they exit and return to their vehicles.

Our initial building will be approximately 4,000 – 5,000 SF, with a 2,000 SF education center attached to the building. We believe this is an adequate size to assess the initial demand in New Jersey before expanding into larger operations. By strategizing our expansion around the demand that actually exists in the market, we will be able to maintain steady cash flow for our business without exhausting funds on a larger operation should demand be initially weak.

It is the Company intent to fully buildout the facility (with an approximate buildout price of around \$3M) and commence necessary site work proceedings as soon as the New Jersey CRC provides us with the necessary approval post-submission of our conversion application (pending satisfactory ESA-2 Analysis performed by local PE team to analyze air & water quality). While we have constructed an Option contract to secure the necessary real estate, team members from Castle of Greens have created an engineering narrative based on ambient New Jersey weather conditions for this building detailing our facility agnostic performance metrics, MEP designs and equipment options, all of which can be applied to any building.



① FIRST FLOOR BAY



SECTION 1/101 CUT SWR



The HVAC system shall consist of a high efficiency, variable flow capacity, heat rejection loop connected to a cooler located outside of the building. Each zone within the building, requiring active temperature and/or humidity control, will be served by an appropriate HVAC unit type based on the room’s use. To demonstrate a commitment to resource efficiency, all spaces will be equipped with high efficiency LED fixtures specifically designed for indoor use. All fixtures will be connected to the Building Automation/Energy Management control system to ensure optimized control and operation.

The HVAC units will be connected via a common single-pipe glycol/water distribution loop with decentralized circulation pumps and a high efficiency hybrid, adiabatic, closed loop fluid cooler for heat rejection. The glycol/water loop will be designed to ensure operation down to 0F ambient conditions without electric strip heaters or other similar energy consuming technologies. The use of a common water distribution loop allows waste heat generated in the grow rooms to be recycled and reused for space heating in other areas without the use of burning fossil fuels thereby substantially increasing the system’s efficiency and minimizing its carbon footprint. By utilizing a decentralized pumping system, the system’s flow rate can be modulated based on the capacity requirements to further reduce the energy consumption of the system at part load and/or part ambient conditions.

Construction of a new facility allows our team a design that best meets the needs of local customers, and is based on the collective knowledge of all our team members from a variety of operations in some of the most competitive cannabis market in the US. By using a free-standing building, we eliminate the security risk of common walls or roofs, permitting 24/7, 360 degree exterior and interior surveillance and the ability to identify all vehicles leaving the premises through the use of an LPR (License Plate Reader).

The newly constructed building will be delivered with pre-fabricated panelized walls and trusses to expedite construction efficiency and timeline. Our parking lot will have an integrated secure lot system to reduce intrusion. The building itself will have four (4) main man-trap areas in entrance, exit, receiving and vault. Additionally, there will be a variety of locked Employee Only access points through the facility. The customers access door is controlled by a front desk receptionist to ensure a secure entry into the retail areas as well as an engaged personalized experience for all customers. Our HVAC system will be unique in the New Jersey cannabis market, wherein the system will be zoned to accommodate various aspects of the building. The DEA-UL rated walk in vault will be on its own temperature and humidity-controlled system to best maintain cannabis quality at all times. The furnace shall be 95% efficient, Energy Star, with intelligent thermostat system, MERV 13 type air cleaners, and most importantly, CDC recommended HEPA + UV Lights + microbial air purifiers to address the recent risks of bacteria, mold, and most importantly, COVID, for all persons that enter the building.

Any required outdoor air and exhaust air for the facility shall be handled by an energy recovery ventilator (ERV) that harvests otherwise wasted exhaust air energy and transfers it to the incoming outdoor air to maximize system efficiency, minimize HVAC equipment sizing, and minimize project first cost. While retail facilities rarely, if ever, display odor issues similar to those of grow facilities, all exhaust air systems will have carbon filters and well as other proprietary odor mitigating technologies to remove any potential effect on the local residential area. Finally, our company shall apply to install a rainwater collection system on the roof of the building to further minimize water usage. While we are not a grow facility and will only have minimal water usage through the use of basic plumbing, it is our intent to be a dispensary that embraces a sustainable approach to dispensary operations, both through our packaging and energy usage. It is our desire to have all water used onsite to be rainwater, and therefore sustainably, based. To ensure optimal facility water quality and to minimize the environmental impact of discharged wastewater, a combination of Controlled Hydrodynamic Cavitation (CHC) and Reverse Osmosis (RO) technologies will be used. The use of CHC technology for the first stage of water treatment eliminates the need for chemical water treatment typically required to prevent scaling, corrosion, and biological growth while providing superior sustainability compared to competing technologies. Utilizing RO technology for the final stage of water treatment extends the life of the RO membranes and minimizes the amount of potential pollutants discharged to the wastewater system by first capturing them and separating them via the CHC process. Designed as a zero-liquid discharge facility, Castle of Greens shall endeavor that no waste from our facility should qualify as hazardous waste.

While we are still working on rendering of the exact building to be developed in Vernon Township, we wanted to insert other facilities our team has built and operated below, to give the local community an idea as to our approach to floor plans and interior design. The intent is to take designs already used by other local businesses and use a similar façade in our design and construction. We hope you enjoy perusing the below images.



Retail Methodologies

We intend to offer the people of New Jersey a wide variety of cannabis flower and full-spectrum cannabis products to provide the market with a broad selection of effective and enjoyable phytochemical profiles that can satisfy a wide range of needs. We have identified a lack of selection, minimal proprietary genetics, minimal product offerings, and underwhelming plant care to be major shortcomings of New Jersey's existing Alternative Treatment Centers and see this as a great opportunity to set ourselves apart from the outset of the adult use market.

For the initial inventory of immature cannabis plants or seeds, to the extent allowed by law, we will establish wholesale purchase agreements with state-licensed suppliers to secure preferred pricing. We will provide a wide variety of cannabis chemovars to match market demand, and our cannabis products will reflect our company vision, with truly elevated craft products for our New Jersey community.

Where possible, we intend to work with cultivators that place product quality above all else. Our team has strong relationships with different certification programs in the US, focused on a variety of product types already provided to customers in the food and beverage industries. Where possible, we will offer cannabis that has been grown organically, or in the sun, or using vegan farming methods, to provide our customers with the best of options when choosing product. We understand that cannabis is a new market, and as such, it is our responsibility to provide customers with the highest quality product possible – any less would be a disservice to the local community.

Our product selection will prioritize producers that uphold the 8 guiding principles of Good Agricultural Practices (GAP). In addition to encouraging GAP certification for our producers, we will encourage the distributors we work with to be certified in Good Handling Processes (GHP) to ensure product quality from seed to final customer. Notably, we will maintain records of tracking of seeds and other details for four years. N.J.A.C. 17:30-12.5.

Castle of Greens will follow the New Jersey Indoor Air Quality standard, N.J.A.C. 12:100-13 (2007), which sets standards for indoor air quality. To minimize the odor pollution potential of the facility, and to improve the building's indoor air quality (IAQ), a combination of bi-polar ionization and MERV 13 filtration technologies will be implemented. Bi-polar ionization reduces the risk of pathogens, VOCs, molds and mildews from impacting the quality of air in our facility.

Quality Control & Inventory Tracking

Our team will be consulted by officers that previously developed/operated cleanroom facilities for Intel semiconductor chip fabrication. These facilities were built consistent with the Institute of Environmental Science and Technology (IEST) recommended practices for contamination control and the ISO 14644 series of international standards for cleanrooms, which we have integrated into our retail procedures.

Our quality plan is based on Six Sigma principles designed to maintain the quality-guide our ability to identify and remove the causes of defects and minimize variability in customer experience. To accomplish appropriate controls through the Six Sigma processes, our plan has specific analytical targets: ensure adequate customer engagement through surveys and feedback, maintain clarity of inventory through proper labeling, and track/manage disputes appropriately as they arise. Customer feedback will be analyzed leveraging artificial intelligence and machine learning algorithms to identify both positive and negative trends in experiences.

For inventory management, we will implement a seed-to-sale system to monitor/track our medicine from seed-to-sale, plus tracking system on our Hyperledger blockchain platform, allowing full traceability and reverse logistics. We will voluntarily use MedWatch (FDA Adverse Event Reporting). Note: we only contract with producers that adhere/surpass our QC/chain-of-custody requirements – this helps in external recall events.). Our staff will be trained to follow both FDA and U.S. Consumer Product Safety Commission (CPSC) recall

regulations and will respond based on the significance of the event. Our recall process can be broken into two pieces: internal (pre-release per QC/3rd party audit) and external, (verified consumer feedback). Both recall processes are scheduled for semi-annual tabletop testing.

As a subcategory of inventory management, we have a proprietary chain of custody system. The chain of custody (CoC) for our products is a chronological audit trail documenting when, how, and by whom the inventory of our facility was procured, cultivated, harvested, dried and cured, stored, transported, sold or otherwise controlled throughout all stages of the supply chain processes. Establishing /maintaining proper CoC procedures is essential to ensuring business SOPs are compliant with state law and prevent diversion/inversion or product misplacement. We have a zero-tolerance policy for breaches of CoC protocol or diversion. Our onboarding orientation training and continued development of our employees is weighed toward safe and secure operations and handling of our products. Our facility utilizes a dual inventory management system (regulatory/operations) to maintain CoC.

Environmental Impact

Our proposal for the retail facility's construction is to be as close to a self-sustaining energy plant as possible. The experience of our team will be leveraged to implement an energy usage control system at the plant that optimizes the use of energy inputs across numerous sources, including utility time-of-use rates/net-metering, on-site renewables such as solar panels/wind generators/mounted batteries, and other on-site storage. Incentive programs related to energy usage such as renewable credits/rebates will also be utilized. Other monthly expenses and material input costs can be minimized through our use of an on-site blockchain-guarded and closely managed inventory tracking system, allowing us to optimize purchases of consumed necessities on-schedule and with little waste.

Energy management will be a component of our sustainability KPI as mentioned above. Additionally, we are committed to conserving energy through the adoption of best practices that reduce overall demand, as well as investing in renewable energy solutions as discussed below.

Licensing and Regulation

Upon receiving our conditional retail license, we will quickly endeavor apply for all local permitting requirements to operate within the municipality. This will include building permits for constructing/retrofitting our facility, safety inspections from the police and fire departments, as well as the renewal of all permits throughout operations in order to maintain compliance. We have rigorously planned our startup timeline to minimize time spent waiting for these permits or approvals. Upon commencing operations, we will maintain a record of the duration of all permits received and set reminders for their renewal to ensure they never lapse.

Our Director of Compliance primary function will be to guarantee that our retail facility maintains compliance with all federal, state, and local requirements for cannabis and other businesses, and we will keep meticulous records of these efforts. Our CCO will guide us on renewing all licenses, permits, and certifications ahead of their expiration date, and we will consistently review our policies and practices to make certain that we never grow complacent.

Supply and Distribution Channels

Integral to our plan for safe and effective distribution is a network of cannabis licensee partners who match our standards for professionalism and compliance. We will focus on building trustworthy, lasting, and fruitful relationships with our distribution network partners. By building a supportive group of licensees, we will establish a connected and prosperous distribution network.

As all licenses have not been issued at this time, our goal is to build a network with other social equity license holders to create an organization focused on increasing access to reasonably priced personal use cannabis. We have already reached out to a bevy of other social equity applicants that intend to apply for cannabis business licenses and have begun negotiations regarding pricing models and product variety.

Community Impact & Industry Involvement

As a community-first business, we understand the need for ongoing reinvestment into our host community. In addition to the planned investment in new technology, security, labor, and facility space, we plan to continue reinvesting in the community through support of local community organizations with annual donations going to CASA, Hispanic Chamber of Commerce, local Police, Fire & EMS department, as well as scholarships for local high schools focused on minority students. Where possible, we would like insight from our local government entities as to other community organizations that we may partner with to best serve the community. In addition to our monetary donations, we plan to donate employee time and efforts to better understand and assist our partners. By getting our employees involved in hands-on volunteer work, we hope to instill a sense of fulfillment and pride in them, and in the community that supports us all. Additionally, we will develop and disseminate education about cannabis and its potential therapeutic benefits when appropriate and applicable.

By connecting with community organizations at the local level, we can have a direct impact on the wellbeing of our community and more efficient business operations. Our plan for continued local job creation, economic impact, community charitable giving, investing in public safety programs, and involvement in the New Jersey cannabis industry community will all help us to secure licenses at the local level and provide significant fulfillment and purpose to our company and its employees.

The company considers the EEOC (Equal Employment Opportunity Commission) guidelines a minimum requirement, and we will go above and beyond. We will utilize transparent processes to engage with potential employees from a variety of backgrounds. We will partner with organizations such as local universities, legal aid and veteran support organizations, nonprofits, cultural institutions, and minority professional associations

We will employ good neighbor principles as described by the United States General Services Administration ("GSA") in facility operations and community outreach efforts. These principles have informed the facility location, design, construction, management, and participation within the community.

Castle of Greens believes the Social Equity Excise Fee applied to the sale or transfer of cannabis by cultivators to any other cannabis establishments (except other cultivators) [N.J.A.C 17:30-3.4] will contribute to a meaningful revenue stream to make important investments for residents in the state.

Most importantly, we will open an Education Center next to our dispensary with the intent of serving the local community. The center will host speakers, provide training seminars, education classes, private consultants, and a variety of other offerings to best engage with the local community as the benefits and possibilities of cannabis use. This is not our first time doing this, we believe such a center is the best way to engage with the community as well as local leadership. A short list of the intended classes is as such below, with an example schedule included as well. We are happy to provide a short summary of each class upon request:

- Cannabis: Clinical Considerations (2 hours)
- Introduction to Budtending: From Seed to Sale (1 hour)
- Budtending Orientation: New Hire Onboarding (2 hours)
- Cannabis Cultivation: Methodologies & Certifications (4 hours)
- Consumer Know-How: What to Know for Your First Visit (1 hour)
- Patient Know-How: What to Know for You First Visit (2 hours)
- Private Appointments (30 minutes)
- Addiction 101: How Cannabis Helps (1 hour)

- Cannabis 101: History to Present Day (1 hour)
- Law Enforcement: Education Seminar (2 hours)
- Cannabis Regulation: A Local Approach (1 hour)
- Cannabis Education for Veterans (1 hour)
- Legalize & Equalize: Led by VOWD (2 hours)
- Re-Entry Training (8 hours)
- Cannabis Career Event (4 hours)
- Cannabis in the Kitchen (2 hours)



Value Proposition for Consumers

A value proposition is a socially conscious promise of value to be delivered, communicated, and acknowledged. It is also a belief from the customer about how value will be delivered, experienced, and acquired. Our direct purchasers will be individual cannabis consumers.

Our product line offerings coupled with our targeted marketing strategies will allow us to capture both target consumers while maintaining a consistent brand image and message. As a quality-focused organization, we will offer unique and effective cannabis products with exclusive genetic profiles. We will develop strategic partnerships with cultivators with rare and unique cannabis varieties that focus on plant health, vigor, and therapeutic impact (including rare, CBD-only strains). The product strategy is predicated on heirloom, rare, and number of modern “boutique” strains, further implementing craft level drying and curing management that will ensure product quality of dried flower.

As many cannabis consumers continue to learn, most industry nutrients are rife with heavy metals and barely pass testing protocols. As such, Castle of Greens shall prioritize product sourcing from producers with the Clean Green Certification, the only nationally recognized third-party cannabis certification program for organic compliance. The goal of Castle of Greens is to provide products that meet or exceed the New Jersey organic

program standards as defined in NJAC 2:78. This shall be a strong differentiator from other licensed retailers, as the extra expense to use prioritize organic products is rarely if ever covered by large MSOs.

It is our intent to establish Castle of Greens as the company that truly cares for its consumer and the surrounding community. Our ideal product suppliers will use grow methodologies that reduce water usage by 95% from typical grows, ideally combining grow procedures with rainwater collection to we intend to eliminate municipal water intake.

We will prioritize packaging and labeling made of recyclable and/or biodegradable material. Ideally, this will be packaging from a company like GPA Global, which conducts audits of suppliers to ensure that sustainability objectives encompass the entire Chain of Custody: Sustainable Forestry, Water Stewardship, Reduction of Emissions, Waste Management, Energy Efficiencies, Social Responsibility, Community Outreach. If possible, we will source from product packaging and labeling that is highly automated, using a system like Canapa Solutions to reduce potential for human contamination and error and improve consistency across all products.

Our goal is to not only serve our customers, but the surrounding community. We plan to establish a reputation for being a trusted source of information and education by providing resources addressing common industry FAQs, and by presenting digestible information on the endocannabinoid system and how cannabis compounds interact with the mind and body. We will go above and beyond in displaying full cannabinoid and terpene profile information for all of our strains and products, and we will help customers understand the differentiating qualities of product types and varieties to allow them the opportunity to identify what is right for them. N.J.A.C. 17:30-13.1; N.J.A.C. 17:30-13.2; N.J.A.C. 17:30-13.3.

To truly ally with our production partners, we will focus on educating our producers on the types of products the market desires, and also learn about the products being provided for sale by conducting in-store training and providing useful materials for store managers and budtenders. Additionally, we will provide in-store marketing and pop-up events. We will also offer products at competitive prices, allowing a broad range of New Jersey consumers to enjoy the highest quality available.

We will position ourselves as one of the most recognized and sought-after retailers, with top-of-the-line quality and effect. We have budgeted heavily for online and print advertising, plus swag, in-store displays, industry events, premium, recyclable, and compostable packaging development, and sales and training tools. By providing comprehensive sales and training tools to our team, we will ensure our messaging is being conveyed accurately and consistently to consumers.

More than anything else, we believe that our proposal of providing a product that is organic, high quality and environmentally conscious will resonate resoundingly with the State of New Jersey.

Overview of Proposed Financing for the Business

To establish a detailed financial plan for our proposed retail center, we have analyzed the current adult use cannabis market in four developed states (California, Colorado, Washington, and Nevada). With this data we built a set of market forecasts to project our financial statements. We have obtained funding commitments that are in excess of the projected capital expenditures and operating expenses that will be required to achieve profitability.

We have compiled supporting financial documents to demonstrate the actual availability of these funds to our business through a family office. These documents include letters of intent which establish that we have the community and financial support needed to sustain our business. N.J.A.C. 17:30-7.4. Our starting capital is significant enough to ensure that our minimum cash position is positive after all capital outlays and operating losses have been accounted for until the point at which the business funds itself, reaching profitability in perpetuity. Our financial plan accounts for the costs of construction, equipment, utilities, maintenance, compensation of employees, and other operating costs.

Initial Investment

We estimate that our retail center will account for a large share of the local adult-use cannabis market share. Using initial construction estimates that we have requested to ensure adequate capital coverage, we estimate the facility will cost around \$2.5M when fully built out, assuming a square foot development rate of ~\$300/sq. ft. We have budgeted an extra 25% for local construction conditions, meaning that the Company has committed \$3.0M to the buildout of this facility. These funds will be used for pursuing licensure, building out facilities, and payroll processes. As can be seen of our team members have already been quite successful in the cannabis industry (example: Josh Ginsberg, a founding member of Native Roots, the original single state vertical cannabis company with over 60 dispensaries and a valuation in excess of \$500M), and as such are looking for new opportunities in the New York and New Jersey markets to insert capital. Money committed through our financial source will be held in escrow until our license is awarded and returned to the individuals if our application does not move forward. We confirm that all individuals and entities with financial interest will cooperate with the background check investigation, including submitting to fingerprinting and providing other documentation requested by the Commission. N.J.A.C. 17:30-7.12.

Business Expenses

We intend to keep our overhead expenses as low as possible in order to reach profitability quickly. Our projections indicate approximately \$3.0M in startup costs, including licensure, property procurement, insurance, and predicted marketing and operating expenses for the first twelve (12) months of operations (calculated as the necessary funding to cover initial inventory, plus operating expenses for Year 1). While some other retailers tend to run their facilities on skeleton crews in the perpetual pursuit of lower expenses, we believe that given the current price structure in New Jersey, our Company can afford to pay its full-time staff more than just a living wage to work for Castle of Greens. We will use these increased wages to hire and train the best talent from within our Impact Zone.

As established above, we believe a highly efficient facility of 4,000 – 5,000 SF to be the ideal floor plan for the Vernon Township areas. We are confident this will be of adequate size needed to supply our anticipated share of the market, and have planned our facility layout with future sales volumes in mind. All expenditures will be tracked by our accounting department and can be audited at any time by the Commission. N.J.A.C. 17:30-17.3(b)(2).

Financial Statements

We have and will maintain a positive relationship with BCB Bank in North New Jersey in accordance with the Federal Deposit Insurance Corporation regulations. Our banking relationship includes open candor of our cannabis transactions. Castle of Greens owners will commit \$100,000 in personal funds, along with \$3,000,000 in rolling promissory notes from key Owners of Castle of Greens to finance the starting costs of the business from the beginning of construction until it reaches cash flow break-even.

Estimated Earnings - New Jersey Average Dispensary (conservative)

*** PER LOCATION	Year 1	Year 2	Year 3	Year 4
REVENUE	\$ 10,000,000	\$ 10,500,000	\$ 11,025,000	\$ 11,576,250
Flower	\$ 6,250,000	\$ 6,562,500	\$ 6,890,625	\$ 7,235,156
Concentrates	\$ 3,906,250	\$ 4,101,563	\$ 4,306,641	\$ 4,521,973
Kitchen	\$ 2,441,406	\$ 2,563,477	\$ 2,691,650	\$ 2,826,233
Other	\$ 1,525,879	\$ 1,602,173	\$ 1,682,281	\$ 1,766,396
COGS	\$ (5,000,000)	\$ (5,250,000)	\$ (5,512,500)	\$ (5,788,125)
GROSS PROFIT	\$ 5,000,000	\$ 5,250,000	\$ 5,512,500	\$ 5,788,125
OPEX	\$ (2,865,000)	\$ (2,865,000)	\$ (2,865,000)	\$ (2,865,000)
Admin & General	\$ (105,000)	\$ (105,000)	\$ (105,000)	\$ (105,000)
Credit Card Fees	\$ (150,000)	\$ (150,000)	\$ (150,000)	\$ (150,000)
IT Costs	\$ (45,000)	\$ (45,000)	\$ (45,000)	\$ (45,000)
Insurance	\$ (60,000)	\$ (60,000)	\$ (60,000)	\$ (60,000)
Legal & Accounting	\$ (60,000)	\$ (60,000)	\$ (60,000)	\$ (60,000)
Licensing	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)
Payroll	\$ (2,000,000)	\$ (2,000,000)	\$ (2,000,000)	\$ (2,000,000)
Rent	\$ (240,000)	\$ (240,000)	\$ (240,000)	\$ (240,000)
Repairs & Maintenance	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)
Sales & Marketing	\$ (105,000)	\$ (105,000)	\$ (105,000)	\$ (105,000)
Security	\$ (15,000)	\$ (15,000)	\$ (15,000)	\$ (15,000)
Utilities	\$ (60,000)	\$ (60,000)	\$ (60,000)	\$ (60,000)
NET OPERATING INCOME	\$ 2,135,000	\$ 2,385,000	\$ 2,647,500	\$ 2,923,125
TAXABLE INCOME	\$ 5,000,000	\$ 5,250,000	\$ 5,512,500	\$ 5,788,125
TAXES (CORP)	\$ (1,050,000)	\$ (1,102,500)	\$ (1,157,625)	\$ (1,215,506)
NET PROFIT	\$ 1,085,000	\$ 1,282,500	\$ 1,489,875	\$ 1,707,619

Notes

0. Projecting revenue for new states in volatile regulatory environments is very difficult. This projection is based on other similar Adult Use markets.
1. This projected cash flow sheet assumes that Year 1 begins as of full operations after ramp up period of 3-4 months
2. Revenue is projected purely off of average revenue per dispensary across the state; \$18 market, 200 dispensaries >>> \$5M per dispensary
3. High revenue dispensaries require significant parking, drive throughs sufficient retail space to create a boutique environment
4. Operating expenses are based of New Jersey market conditions applied to functioning dispensaries in most competitive retail markets in US: Washington & Colorado
5. NOI is greatly influenced by COGS (Cost of Inventory); if New Jersey begins permitting large number of growers, COGS will drop to 40% of Revenue from 50% of revenue
6. If there is some way to have 20+ parking spaces and a drive through.... Revenue starts to look very very attractive - closer to \$15M a year.

Financial Projections

Our Director of Accounting will maintain an operating budget, control company expenditures, and approve expenses. Our goal is to be cash flow positive as quickly as possible. We will keep startup overhead expenses low and rely on lean startup methodologies. Sales will begin approximately six (6) months after the licensure award, following facility build out. Per state projections, we believe that personal use sales will begin in January 2023, with New Jersey quickly reaching a market valuation of \$1.5B by 2024. While current prices at medical dispensaries in New Jersey are averaging between \$8,000 and \$10,000, we believe this price point is utterly uneconomical for the average person. However, if every cultivator does their part, this will dramatically decrease the price for the average consumer, bringing New Jersey closer to the US industry average of \$2,500 per retail pound of dried cannabis flower. As such, we have built our projections assuming that, meaning that we intend to break even during the year 2023. Furthermore, we have constructed our financial projections (see above) to include the necessary drops in price required to make Personal Use available to all consumers in the State of New Jersey.

Hiring

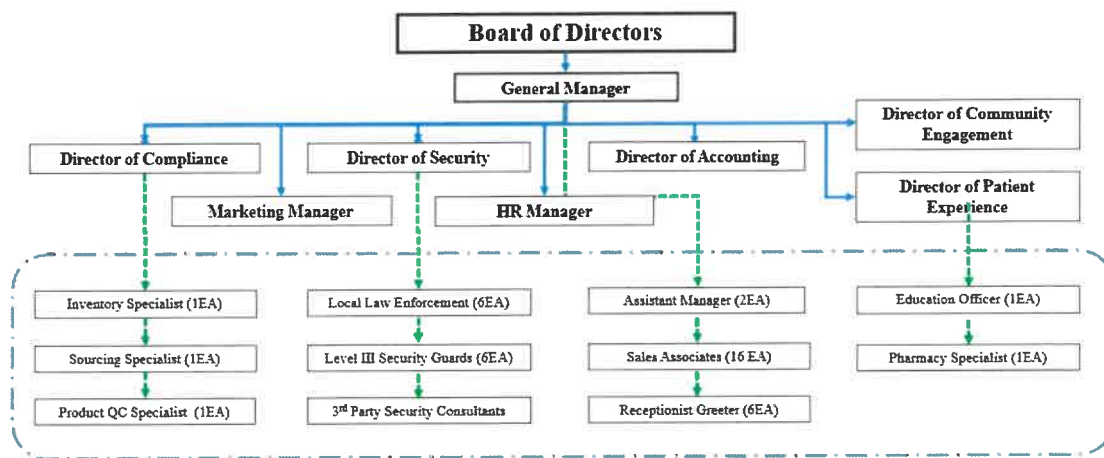
We will hire many new individuals and a majority of jobs we create will be held by local hires. We will focus our hiring efforts on members of our community and prioritize applications from social equity individuals, minorities, women, veterans, and persons with disabilities. The number and nature of these positions are based upon conservative estimates of job creation needed to staff our retail facility at its minimum operational capacity. If product demand increases faster than anticipated, we are prepared to immediately begin hiring procedures for the additional staff necessary to increase our sales output. We will need approximately 30-40 full time employees for the facility, not including part-time hires. We plan to target these employees from select areas and organizations, broken down as such: 25% labor force lives in closest impact zone (facility is in impact zone), 25% full time female employees, with the remaining dependent on our association partnerships. We intend to work with multiple Re-Entry programs as offered in New Jersey, specifically focused on reentry veterans, as well as formers offenders in need of job opportunities with intensive training with a path for upward mobility in a burgeoning industry. Any reentry employees that are identified by Castle of Greens will be required to meet all restrictions imposed by the NJ CRC in regard to limitations for reentry employees.

Our Director of Human Resources will develop two programs for new hires who have cleared the required background checks and are approved to work by the CRC. One program will be for all employees, including those with experience, and the other will be an additional 8-12 week intensive training program designed to train those without prior experience to work in retail. The training program for all new hires will involve going over the company rules, procedures, expectations, success in the long term, team building, and CRC regulations. The goal would be to reduce employee turnover while complying with the rules and regulations mandated by the state statute and CRC.

In the additional 8-12 week program, we will partner with local staffing organizations to recruit and train new employees with no prior retail experience. The program will be a comprehensive introduction to cannabis retail operations, including the history of cannabis, local regulations, customer interaction, addiction references, first time cannabis user recommendations and other necessary retail knowledge. We will also train new employees in grow methods, including cannabis plant botany/genetics, proper growth techniques, drying, trimming and curing, and how all of these factor into the quality and effect of products that we sell so that our employees can be best prepared to serve our customers. After the formal training, new trainees will spend the rest of the time with hands-on the job training.

For a scenario in which the market adoption rate is half of what we anticipate it to be, remaining far below that of Colorado and Nevada, the only operations adjustment we would need to make would be delaying our planned rate of hiring. Since overwhelming economic success can also lead to supply-and-demand complications, we studied a scenario in which adoption rates and market demand combine for sales that double what we anticipate. In this case, we achieve positive cash flow earlier and are prepared to accelerate hiring.

Please see the below provided organizational structure for a fully functioning dispensary with a high traffic market. Such a dispensary will typically employ at least thirty (30) full time employees, with a variable number of part time employees providing various services both during and after operating hours.



Community Contributions: As a community-first business, we understand the need for ongoing reinvestment in our host community. In addition to the planned investment in new technology, security, and facility space, we plan to contribute 10% of net profits to local community organizations to fund youth education, scholarships, and substance abuse programs in an ongoing effort to give back to the people and communities of New Jersey. We plan to work with the Vernon Township Police Department regarding programs we can support and donations we can make towards supplies & scholarships. We intend to hire part-time and off-duty officers, with the intent of forming a symbiotic relationship with our local law enforcement. We intend to work with various other local organizations, educational organizations, Vernon Township Volunteer Fire Department, Vernon Township Fire Department, Vernon Township Ambulance Squad, Glenwood Pochuck Volunteer Ambulance Corps, and Vernon Township Board of Education.

Product and Pricing Plan

Consumers on average spend \$150-200 per transaction at a cannabis retail facility. We will share with purchasers the philosophies and processes regarding how the cannabis was grown, nurtured, harvested, and prepared. Extensive laboratory testing results will also be detailed, showing at a minimum the cannabinoid and other phytochemical content. N.J.A.C. 17:30-16.6(d).

Products

We will provide a vast variety of cannabis chemovars, introducing a robust product offering to the New Jersey marketplace. All of our products will be presented in professionally designed and distinctive packaging with a to-be-determined universal symbol, and labels that include information on genetic lineage, terpene profile, and experiential qualities associated with that particular chemovar. N.J.A.C. 17:30-13.2(c); N.J.A.C. 17:30-13.3(11). Our labeling will highlight the differentiating aspects of our cannabis products and why those aspects should be considered by the purchaser. We will maintain a consistently high standard of efficiency, volume, and quality with our products.

Smoking flower is still the most common form of cannabis consumption, making up about 50% or more of all retail sales. We will immediately begin offering cannabis with a variety of chemovar profiles to provide dry flower to customers in the state. We will offer neatly manicured and thoroughly tested cannabis flower in various pre-packaged sizes. We intend for our flower and their genetic profiles to set the stage in the budding New Jersey market. Average prices of flower are still increasing, at a rate of 16% year over year in established markets, and cannabis flower is still the most cost-effective consumption method.

Pricing Schedule

We aim to position ourselves as one of the most reputable retailers for premium flower and derivative products including pre-rolls. We will sell a variety of strains, introducing a robust product offering to the New Jersey marketplace. We will establish strong distribution channels to ensure consistent supply of top-of-market products. We will maintain a high standard of efficiency, volume, and quality for our products.

- **Dry Flower** - We will offer a variety of rare and desirable cannabis genetics in order to provide dry flower to customers in the state. We will offer pristine, manicured, and thoroughly lab-tested cannabis flower in various pre-packaged sizes. Our beautifully packaged flower will attract the end consumer at the point of sale and our extensive information and execution of quality will leave consumers boasting about their recent experience with our rare genetics. We intend for our flower and genetics to generate interest and demand for all of our other product lines to follow.
- **Pre-rolls** – We will offer strain-specific pre-rolls to complement our line of premium flower. Because our growers will be producing very high-quality plants, our trim material will be exceptional and extremely desirable to the end consumer. Our pre-rolls will be packaged in packs of five units for a total of 3.5 grams of material per pack. Utilizing high quality trim in this way provides the consumer with a convenient and easily consumable product, while also allowing growers to maximize their margins on all of the plant material they produce.

Though current New Jersey prices for medical marijuana are sometimes in excess of \$4,000 per pound from the cultivator, the cost is too expensive for some patients to handle; when recreational comes online, the price may be higher than medical cannabis. The high price point will result in many individuals being unable to afford access and turning to the black market instead.

As such, we intend to ultimately sell to customers for between \$1,000-\$2,000 from our cultivation partners). The goal is to foster a competitive environment that produces the best product for consumers while providing an economically priced product.

However, we realize that this could mean lost revenue for the state or municipality if the demand supports the higher price and have a solution in mind if the CRC will approve it. We will work with like-minded cultivation partners that operate intending to serve disadvantaged communities and consumers. Instead of lowering the price, we will offer a rebate program to customers for credits against sales made to qualified customers. Qualified customers would be socially or economically disadvantaged or those that qualifying medical conditions. New Jersey, despite the best efforts of the CRC does not have enough medicinal dispensaries. Town and nearby residents should have access to quality products at reduced cost and without having to drive for an extended period of time. The dispensary would sell at the full retail price generating the proper tax revenue by offering a store credit against the total cost in the end instead of a discount. This program ensures those in need can access high-quality cannabis at an affordable price without impacting market price, tax revenue, or causing financial strain on those in need.

Product Labeling

For consumer safety all of our usable cannabis products will contain affixed labels with the following information according to N.J.A.C. 17:30-13.3(b):

1. Name, address, license number and phone number of our cannabis cultivator;
2. Quantity and net weight of the cannabis contained in the package;
3. Production or harvest date;
4. Expiration date, consistent with the requirements at N.J.A.C. 17:30-11.8;
5. A sequential serial number, batch or lot number, and bar code to identify the batch or lot associated with cultivation or manufacturing;

6. A list of any other inactive or excipient ingredients besides usable cannabis or cannabis concentrate used to manufacture a cannabis product or contained within the package;
7. List of all potential allergens within the product;
8. If refrigeration is required
9. Serving size and total numbers of servings within a package, the cannabinoid and terpene profile as well as the milligrams in the package.
10. The strain/cultivar name, listed by scientific terms, if available, and generic or “slang” names
11. For usable cannabis, the chemotype, growth method, an indication whether the cannabis was grown using all-organic materials, and a list of any allowable pesticides, fungicides, and herbicides used in cultivation pursuant to N.J.A.C. 17:30-10.9.
 - a. Chemotypes will be displayed as:
 - i. "High THC, Low CBD," where the THC to CBD ratio is greater than 5:1 and the total THC percentage is 15 percent or greater;
 - ii. "Moderate THC, Moderate CBD," where the THC to CBD ratio is between 5:1 and 1:5 and the total THC percentage is between five percent and 15 percent;
 - iii. "Low THC, High CBD," where the THC to CBD ratio is less than 1:5 and the total THC percentage is less than or equal to five percent; or
 - iv. Where usable cannabis does not conform to one of the three chemotypes, it will be listed as the closest chemotype determined by mathematical analysis of the ratio of THC to CBD.
 - b. Cultivation methods include, but are not limited to:
 - i. Indoor; Outdoor; Soil-grown; Hydroponic; or Aquaponic;
12. A summary of the written report detailing the results of the testing laboratory testing, including, but not limited to:
 - a. Potency of all major cannabinoids detected and listed in the written report; and
 - b. A list of major terpenes and terpenoids detected and listed in the written report;
13. Directions for inhalable, ingestible, or topical administration, as applicable; and
14. Requirements for proper storage. N.J.A.C. 17:30-13.3(b)(1-14).

Furthermore, all labels affixed to our cannabis products will contain the following consumer warnings, as applicable, in no less than 6-point font unless otherwise noted:

- For all cannabis items:
 - “This product contains cannabis;”
 - “This product is intended for use by adults 21 years of age or older and not for resale. Keep out of the reach of children;”
 - “There may be health risks associated with the consumption of this product, including for women who are pregnant, breastfeeding, or planning on becoming pregnant;”
 - “Do not drive a motor vehicle or operate heavy machinery while using this product;” and
 - The nationwide toll-free telephone number used to access poison control centers that is maintained in accordance with 42 U.S.C. s.300d-71.
- For any cannabis item that contains a total THC percentage greater than 40%:
 - “This is a high potency product and may increase your risk for psychosis” printed in no less than 10-point font.
 - This warning will appear complete on the front of the package and will not be wrapped around multiple sides of the package.
- Should any of our products contain any statements about the product other than those specified in regulation will contain the following statement prominently displayed, and in boldface type: "This statement has not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease." N.J.A.C. 17:30-13.3(c)(1-5).

A core value of ours will be not to sell products that are attractive to kids. Castle of Greens will take add an additional layer of scrutiny to packaging beyond that provided by the original producers. We will sell child-proof

medical grade packaging, similar to that used in the pharmaceutical industry regarding pressure-sensitive lids and squeeze tops. We plan to request our product providers use an automated packaging system such as Canapa to individually package in different 1oz drams with child-proof elements incorporated into them. We intend offer our customers the option to purchase child-proof safes that can store cannabis products just to be on the side in case of any customers negligence in storage of purchased products. (I would say we would give these for free, and promote use by a social media based contest where customers post pictures of using the safe)

Providing accurate and sufficient information on product labels and advertisements while making them unattractive to children is key to preventing improper use or accidental ingestion by children. The colors, images, graphics, features, and design of all labels will reflect the adult use nature of package contents. Also, no labels or advertisements will feature any product names or wording that are attractive to children, including any references to cartoons, toys, or food or candy marketed to or commonly consumed by children. Product names or label text will take care to not use any language that could lead a child to mistake the cannabis product for a commercially available product intended for children. All product labels will bear the following warning: “Keep out of the reach of children.”

Market Analysis

The US cannabis industry grew by more than 23% in 2020, most of which was in adult-use markets. In the past few years, the population of New Jersey has experienced rapid growth. We will capitalize on both of these points by obtaining a cultivation license at the onset of adult-use legalization, which is expected to generate over \$1 billion in annual revenue.

Market Forecast: New Jersey

The 2017 National Survey on Drug Use and Health—commissioned by a branch of the US Department of Health and Human Services—found that 2.5% of adult respondents were daily or almost daily cannabis users, nearly 8% had used cannabis within the past month, and 15% had used cannabis within the past year. Assuming these national figures hold true at the state level, New Jersey contains nearly 250 thousand daily cannabis users, 769 thousand additional monthly users, and over 1.3 million annual users (not inclusive of monthly and daily users).

From the analysis of survey data on the consumption habits of cannabis users, the most recent studies indicate heavy non-medical users consume an average of 1.3-1.9 grams per day of cannabis flower. Our market analysis assumes a convergence to a daily consumption rate significantly below this range in establishing an eventual market size estimate. This accounts for the fact that as the number of cannabis users in the population increases infrequent consumers will be a part of this, which will lower the average demand per adult cannabis consumer.

We look to Colorado’s relatively mature adult-use statistics for baseline market measurements. In 2017, with a population of 5,700,000, Colorado realized sales of 55,437 pounds of cannabis per month. This translates to a per capita consumption level of 1.867 ounces per year, or 0.156 ounces per month. In order to be conservative, we have estimated New Jersey’s consumption levels in excess of this rate, 0.2 ounces per capita per month. Allowing for such projections prevents cultivators from potentially producing too little cannabis and inflating prices unnecessarily. Moreover, as the market matures, we assume that per capita demand per month will increase significantly. This implies a monthly statewide demand of around 2,000,000 ounces by the end of the first year of the program. With only 37 initial cultivation centers being awarded licensure, we expect to produce a minimum of 60,000 ounces of cannabis annually to meet state needs.

Even while building in conservative practices at multiple levels of our market analysis, these estimates suggest an extremely healthy market outlook for our proposed cultivation business. We believe that the demand for adult-use cannabis in New Jersey will support a competitive market for many years to come. Many adult-use states like Colorado and California rely heavily on national and international tourism to provide a consistent source of

revenue. Additionally, our state welcomes an average of 100 million tourists annually, according to the New Jersey Economics Division.

Risks and Risk Tolerance

Consistent availability and quality of products has been a concern among New Jersey medical cannabis patients as evidenced by online reviews throughout the state. This may lead to skepticism in the New Jersey cannabis market at large. We will combat this with our strong marketing plan, focused on building trustworthy and lasting relationships with our distribution network partners.

New Jersey is likely to have an overwhelming number of applications. We have full confidence that the CRC will do everything in its power to award licenses as soon as possible. The overwhelming number of applicants combined with a continuing pandemic may result in delays. If we experience these delays, securing a property indefinitely may prove more difficult. To offset this risk, we will maintain ongoing relationships with realtors in the area and have contracts with understanding landowners who will not financially drain us in case of delays.

Marketing Strategies

Utilizing a wide variety of marketing formats, we will position ourselves as an industry thought-leader, educational resource, and premier retailer. This will be key in creating a long-term and loyal customer base. Our initial focus will be building brand awareness in the market through robust business to business marketing campaigns. We will craft our distinctive packaging to include symbols provided by the State, and without plant depictions. N.J.A.C. 17:30-13.5. N.J.A.C. 17:30-13.6.

We will establish business relationships with state-licensed suppliers upon license awarding to secure purchase agreements and market share. Integral to safe and effective distribution is a network of cannabis licensee partners who match our standards for professionalism and compliance. We will focus on building trustworthy, lasting, and fruitful relationships with our distribution network partners.

Barriers to Entry

Federal regulation

Prospective Recreational Cannabis Stores industry operators must navigate a variety of legal issues before beginning operation. The classification of cannabis as a Schedule I controlled substance, and the possibility of federal prosecution poses a significant barrier to entry, as the Drug Enforcement Administration has the requisite power to close dispensaries and seize their cannabis products. Four states legalized recreational marijuana through ballot initiatives in 2020. Only New Jersey achieved supermajority approval, and just barely, with 67% voting in favor. South Dakota, which has a tax supermajority provision and "one subject" provision in its constitution, had its legalization initiative declared unconstitutional, with the South Dakota Supreme Court currently considering the appeal.

State regulation

Three states have legalized cannabis in 2021 via the legislative process; New York, Virginia, and New Mexico. As many as three more states could follow suit this year; Connecticut, Delaware, and Rhode Island, and many other cannabis policy reform bills are under consideration. State regulations have mixed effects. In general, the passage of new legislation has largely benefited industry operators by legalizing medical cannabis. Over the five years to 2021, entry barriers have decreased as 34 states have passed legislation legalizing some level of medical cannabis sales, with 15 states and Washington, DC,

have legalized recreational cannabis. While states provide a legal avenue for operators to open dispensaries, regulations are extensive and costly for prospective operators

Capital requirements

Although cannabis stores incur limited capital costs because of the low-tech nature of the industry, operators are impeded by their relative inability to obtain financing from traditional sources. Several startups are receiving increased funding, such as Nabis, a software-enabled cannabis distributor that seeks to link farmers, manufacturers, brands, and vendors to improve the distribution process. With the continuing improvement in laws around cannabis, the industry has nowhere to go but up. In fact, the U.S. cannabis industry alone is expected to reach \$30 billion in market value annually by 2025. But with any budding industry, there are always challenges to overcome. Furthermore, the current Biden administration has expressed views that support federal cannabis reform, which will benefit the industry. Consequently, obtaining access to capital is anticipated to become somewhat more accessible for potential operators over the five years to 2026.

SWOT Analysis

Strengths

Strengths include the fact that our owner and vendor contractor teams have beyond adequate experience to establish a successful retail dispensary operation. Retail cannabis will be a huge growing market potential in New Jersey. We will sell high-quality products at affordable and competitive pricing all while giving back to the local community. Our business product uniqueness and branded products will set us apart from the rest.

Weaknesses

Our biggest weakness is the uncertainty about being awarded our Retail license, but we believe our hard work, research, experience, and strategic partnerships will position us as a frontrunner. Another weakness is that our brand is not currently established in other existing markets and will be competing with multi-state operators (“MSOs”). These entities have existing footprints in multiple mature markets and may be able to subsidize operating losses in New Jersey with profits from existing revenue streams. That being said, most MSOs have a reputation for very poor quality, using their monopoly ability to corner markets and offer limited options to consumers with no other choice. Our growers have experience everywhere from California to Colorado - we will be selling highly prized heritage strains from the Emerald Triangle that very few MSOs have access to. We will need to ensure that our team, finances, and planning maintains our company’s competitiveness when pitted against such larger entities.

Opportunities

Our business has a remarkable opportunity to become one of the early licensed personal-use cannabis businesses in the state of New Jersey, and with high demand from residents and visitors, we anticipate little difficulty locating retail partners for our operations.

With our team’s experience, we can strategize business operations around and anticipate regulatory changes. Combining our efficiency with the quality of our offerings, we will stand above the mass of mediocre products that will flood the New Jersey market in the first few years of the program. We also see an opportunity to be a trusted source of information and education, to spread our message about the therapeutic benefits of cannabis, and to inspire the future generation of cannabis community leaders. Finally, we see this as an overall opportunity to get a foothold in an extraordinarily competitive and restrictive market. The previous licensing rounds evidence the fact that earning a cannabis license in New Jersey is extremely difficult. By entering at the earliest possible moment in a personal-use round, we plan to secure a position in the market at the onset, before competition becomes too dense to navigate.

Threats

The federal illegality of cannabis poses challenges to marketability, community support, banking, inventory tracking, information management, and most importantly the licensing application process itself.

As cannabis is a relatively new industry without a large body of legal precedent, courts can oftentimes pose barriers to cannabis businesses that do not exist for other traditional businesses. For example, courts can refuse to enforce contracts between businesses if the court views the business' activities as illegal, so we plan to navigate contractual obligations with careful consideration. The inability to receive federal trademarks for our brand and business and inability to receive bankruptcy protection also presents complications. However, ancillary service trademarks remain available at the federal level, and state level trademarks are usually available for cannabis businesses in states that have medical or personal-use cannabis programs. Furthermore, we have outlined a business and financial plan that avoids the possibility of bankruptcy, as we will not be seeking funding from an institutional bank.

Due to the increased risk caused by federal illegality, insurance providers generally charge a higher rate due to the nature of a cannabis cultivation business. We have already engaged with a New Jersey insurance provider to get a complete quote for insuring our business.

Until the passage of the SAFE Act (or similar legislation) in the United States Congress, we will face additional challenges to secure financing and establish transaction procedures. IRC 280E tax burdens also pose a significant threat. Without the tax deductions for business expenses that are traditionally available, the company's margins may be relatively slimmer than those of non-cannabis businesses. Through careful contingency planning and thorough financial preparedness, we will be well equipped to face these potential threats.

Risk Analysis

The U.S. legal cannabis industry has been booming as more states legalize medical and recreational use. In its U.S. Cannabis Report 2019 Industry Outlook, cannabis research firm NewFrontier Data found that total legal sales will have a compound annual growth rate of 14% in the next six years, totaling almost \$30 billion in 2025.

But with this growth comes severe operational risks throughout the industry. Cannabis businesses need to ensure that they comply with relevant regulations and that consumers are getting a safe product and accurate information when making a purchase. However, the complex regulatory landscape and relatively uncharted territory of legal cannabis make compliance significantly more difficult than in other industries.

Regulations and Violations

Cannabis industry regulations address every aspect of the "seed-to-sale" process, including growing, dispensing, lab testing, and marketing. Falling afoul of regulators can

have significant consequences for legal cannabis producers and the businesses that depend on them, including supply chain disruption and reputation damage. Violations can mean hefty fines as well as the risk of losing licenses, a significant sunk cost totaling tens of thousands of dollars in some states.

Dispensaries are routinely fined for violations. In 2019, Massachusetts cannabis company, Cultivate agreed to pay a \$75,000 fine after a surprise inspection showed 3,000 improperly labeled products. The products examined reportedly did not include required labels stating that they contained THC, that they were not safe for children, or showing serving size, identification numbers, and directions for use.

Quality control also poses risks for cannabis businesses. In November, Colorado warned consumers that several batches of medical and recreational cannabis were contaminated. The state's Department of Public Health and Environment blamed the "microbial contamination" on a computerized tracking system called Metrc, which a dozen states use to track legal cannabis. Similarly, in February, Nevada's Department of Taxation warned the public about 20 cannabis products it said were contaminated with various types of mold or bacteria. In this case, the state blamed a Las Vegas lab for failing to catch the contaminations and advised consumers not to purchase the affected products.

Managing the Risks

Testing products can significantly help manage operational risks. Ensure that facilities do not have mice, mildew, and mold and that product is not tainted. Addressing these risks can include general risk management practices, like providing adequate training and institutional knowledge to staff, implementing systems to prevent disgruntled employees from contaminating products, and ensuring that a business's I.T. infrastructure, including that of third-party partners, is safe and secure.

Keren Gonen, Owner

Keren was born in Israel and moved to the USA in her early teens. Having lived in NJ, CA and FL throughout her life, Keren has a true passion for living a balanced life and helping others. She has been a foster parent for animal rescues and has volunteered for different charities. Keren sits on the Sussex County Association of Realtors, as this year's current Vice President. She is also a Trustee for NAMI Sussex (National Alliance for Mental Illness) as well as VP for Team Up for Hope (Non-profit organization whose sole purpose is to raise funds & awareness for various charity organizations). Keren also volunteers her time at Vernon Beautification Committee, Vernon Economic Development Advisory Committee and often at Vernon Senior Citizen Center (Pre-COVID). This year, Keren has also joined Vernon High School SCA as her son entered High School. Keren can often be seen around Vernon as she is one of the Top Real Estate Agents in the County. She has credentials & designations in both Seller & Buyer transactions and has often assisted in Short Sales & Bank Owned Property sales as well. Because of her career, Keren is often supporting local businesses as she purchases all her closing gifts from local shops such as florists, cafes, local farms & artists. Keren also started a local Networking Group a few years ago where local entrepreneurs gather on a weekly basis and learn about each other's businesses and support. This group has grown from 6 members to over 30 in less than 3 years and has referred almost \$1,000,000 in 2021 during covid in closed sales alone. Keren believes that Vernon is the "Sleeping Giant" and has often said that she will find a way to "wake it up". All Vernon needs, Keren says, is for people to come together and work towards a common ground. This is her mission.

Complete Profile of the Vendor Contractors

Mike Cleary

Mike Cleary is a certified accountant with over 40 years of experience in the highest echelons of manufacturing & utilities industries, stretching from projects in Singapore & Sydney to Texas & New Jersey. Mike has served in senior positions at Ernst & Young, Deloitte and Accenture, and is responsible for the construction & subsequent operation of three (3) of Intel's largest semiconductor manufacturing plants in the world. Closer to home, Mike served as Executive Director for PJM, the original grid operator for all of PA, NJ & MD (PJM). While at PJM, Mike developed & directed the \$500M expansion of PJM from a 3-state to a 13-state region, covering all of the mid-Atlantic. Mike specializes in inventory control and management, chain of custody of units (pre- and post-assembly) to ensure regulatory traceability and process optimization (including reverse logistics for potential recalls). Whilst working for Intel, Mike created his own Hyperledger blockchain tracking software, which he has applied to the management of cannabis cultivation facilities. Since 2015, Mike has applied this unique level of expertise to the indoor cultivation industry, directing the construction and operation of facilities in four (4) states and two (2) countries. Due to his incredible connections with the New Jersey utility industry, Mike has

already begun crafting partnerships between Castle of Greens and local utility providers such as PSEG. This symbiotic relationship will allow Castle of Greens to operate at a lower price point, enabling us to accomplish our long-term business objectives as environmentally responsible license holders, while reducing the incipient electric provider risks of power brownouts or blackouts in the New Jersey market by shifting electric usage to off-peak times and doing our part to maintain a completely green operational methodology.

Josh Ginsberg

Josh Ginsberg has a Bachelor of Science degree in Economics, Finance and Computer Science from Bucknell University. He is an accomplished executive with proven experience in revenue generating, multi-channel product distribution, innovation, and marketing in both start-up and hyper growth organizations. As the CEO and Co-Founder of Native Roots Dispensaries, the premier marijuana retailer for the State of Colorado since 2010, Josh provided executive leadership managing over 750 employees spread across 25 retail stores. Under Josh's guidance, Native Roots grew to annual revenues in excess of \$100 million per year, with locations all across the state of Colorado. As CEO of Native Roots, Josh also managed approximately 250,000 square feet of indoor cultivation, extraction and manufacturing facilities. Most importantly, Josh was CEO of one of the largest 1st generation cannabis companies in the world during the early years of the Colorado market, when regulators and entrepreneurs were working hand-in-hand to develop what today is heralded as the first successful marijuana market in the United States. Since leaving Native Roots in 2017, has advised various applications on the securements of licenses and the construction of cultivation facilities in marijuana markets in Ohio, Missouri and Illinois. Josh believes that the future of the United States cannabis market lies in the East Coast, and is committed toward leading Castle of Greens as a New Jersey brand that will nationally recognized on the East Coast as a company devoted to not just ultra high quality cannabis products, but embracing a company philosophy of using efficient process, green energy, and local community partnerships that creates more than just another cannabis grow operation. In short, Josh wants to create another Native Roots in the state of New Jersey. Josh's experience in leadership positions within the cannabis industry will be quintessential to the success of Castle of Greens.

Shannon Noelle Crow

Shannon Crow is a graduate of St. Edward's University and is currently pursuing a fellowship at Cornell. She combines luxury product management and regulatory compliance experience with a high-tech agricultural expertise Shannon co-founded Aquasprouts, a B2C aquaponics product in 2013, after which she worked at the Austin based, high-tech indoor equipment startup Fluence Bioengineering, the current leading cannabis LED manufacturer. Shannon is a Master Grower with five (5) years of experience in cannabis and over twelve (12) years of experience in commercial agriculture, managing everything from vineyards in the Napa Valley to cannabis grows in the Emerald Triangle. She is comfortable with a variety of growing techniques, from organic outdoor in soil to indoor aeroponics. She has certifications in Aquaponics Cultivation from the Aquaponics institute of Puerto Rico and is badged to advise on marijuana operations in multiple states, including the Colorado Marijuana Enforcement Division (MED). Her labor management and facility emergency response and labor certifications include OSHA 30 General Labor and the Dept. of Homeland Security's Incident Command System certification.

Currently, Shannon is the Director of the Agricultural Operations Department at Bowery Farming in New York City, where she has seventeen (17) managers under her direct supervision. As a team they work together to lead the heart of the Bowery organization, all while working directly with local and state regulators to adhere to the incredibly complex world of urban farming in New York City. Bowery is the PREMIER indoor vertical farming company in the world, valued at over \$2 billion, with clients ranging from Walmart to Whole Foods. The company designs, builds and operates smart indoor vertical farms in urban environments with over 10 tiers of produce per facility, using automation technology decades ahead of cannabis cultivation. The company has optimized indoor growing so much that they use 95% less water than traditional farms and zero pesticides, all while growing under cutting edge LED lights specifically manufactured for urban farming. In her capacity as Director of Agriculture, Shannon must work at the immediate intersection of regulatory compliance and grow optimization, coordinating with regulators and officials to ensure that Bowery adheres to any and all regulations applied to a hybrid company such as Bowery (manufacturing, industrial, agriculture, city & county)... all while increasing grow performance. Shannon recently opened a new Bowery facility in New England, for which she won the Bowery Science Team's Excellence Award, and is currently designing two (2) more indoor facilities for the southeastern United States. Shannon is very excited to return to indoor cannabis cultivation in her home state, and looks forward to combining her regulatory knowledge and cutting edge grow techniques with her private portfolio of heritage cannabis strains from Northern California. Castle of Greens is very lucky to have her.

Daniel Word

Daniel Word holds dual Bachelor of Science degrees in Mathematics and Chemistry from Harding University. He also has a PhD in Chemical Engineering, with a thesis focused on modeling and parameter estimation of infectious disease dynamics and developed and implemented parallel numerical solvers for dynamic optimization. Daniel has served in senior control positions at several companies, from ExxonMobil and Chevron to Roche Diagnostics, leading efforts to align design standards with industry standards and internal initiatives, deploying Advanced Process Control across all departments. As CTO, Daniel is responsible for working directly with the operation & quality control departments, integrating operational KPIs and productivity measures with cultivation specific processes. Daniel has over five (5) years of experience in the cannabis industry, working with multiple cultivation operations to optimize process flow using Six Sigma Principles. Daniel is also a certified Master Aquaponic Grower with formal training in aquaponic methods and applications, crop choices and recommendations, water quality, daily operation and mitigating impacts from non-organic nutrients and foliar feeds. Since 2015, Daniel has overseen creation of standard operating procedures for three (3) different grow facilities across the country, leading employee development programs to maximize performance and professional development. Daniel is the so-called lynchpin of the Castle of Greens team, integrating processes from our various industry experts to create a seamless company focused on maximizing performance and professional development of our employees – we are lucky to have him.

Ricardo Luis

Ricardo Luis will be of tremendous value to Castle of Greens by bringing a proven expertise of over a decade of cannabis cultivation and grow facility design & management experience in the medical cannabis industry. He served as the Director of Cultivation at Greenleaf Compassion Center, the first Dispensary/Grow facility to be awarded a medicinal cannabis cultivation and dispensing license in the state of New Jersey, from 2012 until its acquisition by Ascend NJ in September of 2020. He has demonstrated experience in designing grow facilities and grow room layouts combined with a deep knowledge of cultivation requirements, climate controls, nutrients, pest prevention/ management, vegetative and flowering cycles, cloning, tissue culture, genetics, breeding, drying, curing and overall grow management. Ricardo played an integral role in the growth and success of Greenleaf by designing and building their cultivation facility, as well as training and directing a team of over 20 grow technicians and processors while managing all aspects of cannabis grow operations in a facility with 10 grow rooms and over 3,000 plants. In his capacity as Director of Cultivation, Ricardo has been recognized for improving systems, streamlining processes, optimizing production, and achieving increased cannabis yields. He is well versed in all the regulatory and compliance requirements necessary to excel.

Emely Chavez

Emely Chavez will assist in developing the Director of Social Equity and Inclusion (“DoSEI”). Emely is a graduate of Rutgers University with a Bachelor of Arts degree in Psychology and the New Jersey City University with a Master of Arts degree in Special Education. Bilingual in both English and Spanish, Emely has served as a Special Education Teacher for over a decade. She has effectively led education teachers and liaises with other teams to facilitate high quality, equitable teaching, particularly for underserved and marginalized students. Emely will be ideal at Castle of Greens thanks in no small part to her years of experience and passion for social equity and inclusion.

Irina Gaister

Irina Gaister spent over 15 years working in Financial Services. She started her career in Operations Management and Risk & Control until she found her calling for Employee Engagement & Development as part of HR. Working as an Operations Professional in Risk Management for many years provides her with a unique perspective on employees' needs and motivations at all levels of an organization.

Irina is an SHRM-Senior Certified Professional - a coveted and difficult to obtain certification earned by few human resource professionals. She has experience working with large, established financial institutions like Barclays and Goldman Sachs and FinTech startups like AxiomSL and Ark Mortgage, a small but up-and-coming mortgage company. Her contribution to the organization has been integrating an authentically sustainable culture of growth and development. She has worked with senior leadership to set high ethical and operational standards starting from the leadership team and across all levels using onboarding, Performance Management, and coaching strategies.

In addition to her experience in Operations, Risk, and HR, Irina is a certified Health Coach, Meditations, and Yoga instructor. Her interest in wellbeing guides her approach to people and

organizations as it revolves around the idea that healthy and fulfilled individuals operate healthy and fulfilled companies.

Irina earned a degree from Baruch College—CUNY where she graduated in the top 5% of her class with a Bachelor of Business Administration degree in Economics. She speaks Russian, Hebrew, and Spanish and is a mother of two. She will serve as an exemplary Director of Human Resources at Castle of Greens.

Zachary Pringnitz

Zach earned his Bachelor of Science in Electrical Engineering with highest honors from the University of Texas with a secondary focus in biology. Thereafter, he earned his Masters degree in Electrical Engineering from Stanford University, specializing in solid state electronics such as LEDs and solar cells, with an emphasis on energy efficiency and renewable energy. His interest in energy ultimately led him to design efficient cooling systems for a variety of off grid industrial sites. Zach later combined this experience with his background in biology, conducting research into various LED spectrums on rate of photosynthesis in plants and the subsequent effects on transpiration and VPD. This work has provided him with a unique insight into how plants use light and the challenges of artificial lighting in agriculture.

Furthermore, Zach has considerable experience in software design, algorithms, and the development of neuromorphic artificial intelligence networks for use in advanced robotics. He has held automation jobs in defense, energy, and cannabis, and most recently has served as a facility engineer designing and constructing instrumentation and power systems in facilities for the petrochemical and cannabis industries. Zach has been heavily involved in the design, building, and testing of pilot grow systems for development of new cultivation technologies. He has also overseen design and layout of new facilities, including the evaluation of candidate facilities for renovation, and leads all research and development of new technologies.

Most recently, Pringnitz has worked with Blue Ridge Botanicals and Blue Ridge Pharmaceuticals to collaborate with the University of Virginia and Virginia Tech University on two separate research projects. The first project goals are broken down into four objectives: 1. Assess multiple cannabis strains for amenability to tissue culture, 2. Establish a reproducible protoplast regeneration protocol in at least one variety, 3. Develop CRISPR/Cas9 InDel formation by transient transformation of protoplasts, and 4. Apply gene editing together with protoplast regeneration to obtain edited lines. Each objective has value in itself and successful development of each one will advance our knowledge and capabilities in the cannabis industry. The ultimate outcome is the establishment of methods for generation of plants with improved traits. This work will impact researchers, breeders, growers, processors, and consumers. The second project aims to develop a better understanding of the impacts of broad spectrum cannabinoids versus isolated cannabinoids. With over 120 different cannabinoids currently known within the cannabis plant, there is significant uncertainty of the overall impacts of each individual cannabinoid versus the effects of multiple cannabinoids together. The goals of this project are to (1) to better inform medicinal marijuana patients about the products they are using; (2) to provide a more effective medicinal product than isolated extracts; (3) to provide a more reliable product than full-spectrum

extracts; and (4) to advance the scientific understanding of cannabis, its therapeutic properties, and safety profile and treatment limitations.

With his extensive background and knowledge in engineering and research, Pringnitz will be critical to ensuring facility build out and processes support all the companies' objectives and goals in both business execution as well as community benefit. Pringnitz will be sure to keep the team educated on industry advancements, guaranteeing the business stays abreast of the latest improvements in the industry.

Rudy Chavez

Rudy Chavez is a graduate of Rutgers University where he received a Bachelor of Science degree in Accounting and a Master of Business Administration degree in Taxation. With over 11 years of experience, Rudy has worked extensively in the business sector. He currently works at Ernst & Young U.S. LLC as a Senior Associate where he prepares federal and state K-1 schedules for partners at the firm. He is well versed in tax regulations, payroll requirements, and QuickBooks and ADP Run. Thanks to his educational background and experience, Rudy will make help the Castle of Greens team and the CFO stay in financial and tax compliance.

Ilya Zarankin

Ilya has extensive experience working in the medical device industry under strict quality control regulations. Throughout his tenure, he held multiple roles with responsibilities in quality assurance, manufacturing, and equipment design with leading companies such as Allergan, Maquet, and General Electric. The skills and knowledge Ilya possesses will ensure the quality of our product.

Currently, Ilya holds a position in the Quality Assurance and Regulatory Compliance department of Dentsply Sirona, a foremost manufacturer of dental equipment. His responsibilities include quality assurance of incoming materials, internal and external audits of the quality system, regulatory compliance of manufactured products, and improving the efficiency of inspection operations. To achieve his current objectives, Ilya uses his past experiences optimizing manufacturing processes and improving product quality. Ilya's responsibilities demand intimate familiarity with quality regulatory requirements posed by various standards and regulations such as EU MDR, FDA, ISO, AATB, GMP, ISO13485 to name a few.

His qualifications will translate well to our retail operations, where he will help us maintain regulatory compliance and ensure that we produce safe products of the highest quality for New Jersey customers. Ilya earned a Master of Science in Engineering from Polytechnic Institute of NYU, meaning that his education and career thus far have been entirely focused on quality assurance, making him extremely well suited for this role with our cultivation company.

Timothy Torell

Timothy Torell has made security and policing his life's work. Since 1980, Timothy has worked for the Englewood City Police Department in northern New Jersey, achieving the rank of Detective Captain. His experience includes serving as the city's Municipal Counterterrorism Coordinator, Domestic Violence Expert, Press & Public Information Officer, while also taking active leadership roles in Crisis Management and Policy Development. Timothy is the highest decorated officer in the history of the Englewood Police Department, has won the Medal of Valor, and is a two-time recipient of the Combat Cross. In addition to his decades-long work as a police officer, Timothy is also a member of the Policemen's Benevolent Association, the National Association of Police Organizations, the NJ/NY Detectives Crime Clinic Association, and many other law enforcement and civic groups dedicated to public safety. This lifetime of experience will ensure the safety and well-being of our staff, customers, and neighbors.

Anthony Gallo

Anthony Gallo will assist in developing the Director of Security ("DoS") and the security plan once the architectural plans are complete. Anthony is a graduate of New Jersey City University with a degree in Criminal Justice. Anthony has nearly 40 years of experience with extensive knowledge in safety, security, and risk management. For fifteen years, Anthony worked as the Director of Loss Prevention and Safety at EZCORP, INC. In this role, Anthony was accountable for all corporate and field loss prevention, safety, and risk management for both retail and financial loan service for 1,300 stores in 30+ states and in Mexico and Canada. He was responsible for developing talent in the areas of loss prevention, safety, and audit as well as leading the company's Emergency Management Team and managing its program. Since 2013, Anthony has served as a Managing Partner at Sapphire Risk Advisory Group, LLC where he has focused on loss prevention and safety consulting for high-risk business owners. His clients in this role have ranged from retail and financial loan services to the cannabis industry. He has published articles on loss prevention, armed robbery awareness, and safety in various industry publications. Anthony will make an exemplary addition to Castle of Greens.

Conclusion

The cannabis industry is changing rapidly, and New Jersey's market is poised to take the lead on the east coast. The expansion of the New Jersey market to include adult-use sales presents an interesting business opportunity for those willing to work hard, plan, understand the landscape of the market, and bear the risks of working in the cannabis industry. With a strong team, local connections, and extensive planning, we will put ourselves ahead of the curve to ensure the success of our proposed cannabis retail facility. As can be seen in our business plan, our team is comprised almost entirely of individuals from the State of New Jersey, with track records of success in launching cannabis retail facilities, both in New Jersey and around the United States. We believe that our approach to retail, combining regulatory knowledge, facility engineering, safety procedures, security processes and community engagement will allow us to rapidly execute upon our plan for a craft cannabis retailer in the New Jersey personal use market. Furthermore, we have already begun to clear many of the barriers to entry into the market and are well positioned to obtain licensure from the state. We are optimistic for New Jersey's burgeoning adult-use market and hope to obtain the support of Vernon Township in our goal to become a preeminent cannabis retail operation in the New Jersey market.

We look forward to making you and the residents of Vernon Township and New Jersey proud.

TOWNSHIP OF VERNON

RESOLUTION #24-57

**RESOLUTION AUTHORIZING FIREWORKS TO BE DISPLAYED
ON FEBRUARY 5, 2024 WITHIN THE TOWNSHIP OF VERNON
FOR SPECIAL OLYMPICS**

WHEREAS, N.J.S.A.21:3-1et seq. Explosive and Fireworks, provides that a Municipal Governing Body must authorize the display of fireworks within its boundaries as a pre-condition to such display in accordance with the New Jersey Fire Prevention Code; and

WHEREAS, Mountain Creek Resort, 200 Route 94, Vernon, has submitted an application to Vernon Township to conduct fireworks display on Monday February 5, 2024 for the Special Olympics; and

WHEREAS, Mountain Creek Resort has engaged in a contract with Garden State Fireworks, Inc., to perform the public fireworks and special effects display and has provided the required certificate of liability insurance.

WHEREAS, the Fire Marshal and Applicant has acknowledged the late submission of the application and respectfully requests Township Council authorize approval of the Fireworks resolution after the event.

NOW THEREFORE BE IT RESOLVED, that the Council of the Township of Vernon, in the County of Sussex, hereby authorizes the fireworks display with special effects, performed by Garden State Fireworks, Inc. and sponsored by Mountain Creek Resort on February 5, 2024 for the Special Olympics upon satisfaction of all statutory and departmental requirements.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on February 15, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Sparta, B.						
Rizzuto, P.						

NMARTIN@MOUNTAINCREEK.COM



Vernon Township Department of Fire Prevention
21 Church Street
Vernon, NJ 07462
Tel: 973-764-4055, ext. 2271 • Fax: 973-764-4167
www.vernontwp.com

Fire Safety Permit Application

Pursuant to the provisions of New Jersey's Uniform Fire Code [N.J.A.C. 5:70-2.7(a)], permits shall be required and obtained from the local enforcement agency for the activities specified in this section, except where they are an integral part of a process or activity by reason of which the use is required to be registered and regulated as a life hazard use. Permits shall at all times be kept in the premises designated therein and shall at all times be subject to inspection by the fire marshal.

Please make checks payable to Vernon Township Department of Fire Prevention

Application Date:

APPLICANT INFORMATION		
Applicant Name AUGUST SANTORE		
Applicant Address 383 CARLTON ROAD, MILLINGTON NJ 07946		
Business Name GARDEN STATE FIREWORKS, INC		
Telephone Number 9086471086	Fax Number 908-647-258	Emergency Number
ACTIVITY/LOCATION INFORMATION		
Location where activity will occur: MOUNTAIN CREEK RESORT GROUNDS		
Duration (choose one): <input checked="" type="checkbox"/> Permit requested for the following date(s): FEBRUARY 5, 2024 <input type="checkbox"/> Permit requested for one year - expiration date:		
The above named applicant hereby requests permission to conduct the following activity at the above indicated location: FIREWORKS DISPLAY FOR SPECIAL OLYMPICS WINTER GAMES		
And/or for the keeping, storage, occupancy, use, sale, handling or manufacturing of the following: FIREWORKS 1.3G UN035		
State quantities and methods for each category of material to be stored or used: 500 1"-2" EFFECTS, 450- 3" SHELLS, 95-4" SHELLS STORED IN LOCKED COMPANY TRUCK		
CERTIFICATION		
I hereby certify that I have read this application, that all statements and information submitted are true and that I agree to comply with the requirements of the New Jersey Uniform Fire Code as well as any specific conditions imposed by the Fire Marshal and if I fail to do so, this permit may be revoked and I will be subject to penalties as provided by law.		
Applicant's Signature <i>August N. Santore</i>	Print Name and Title AUGUST N. SANTORE <i>Via Res.</i>	Date 1/4/2024

OFFICIAL USE ONLY-DO NOT WRITE BELOW THIS LINE

Permit Type: Type 1 \$54.00 Type 2 \$214.00 Type 3 \$427.00 Type 4 \$641.00

Conditions Imposed Denied Approved

Check/MO #: *327* Rec'd By: *[Signature]*

Louis G. Tosto, Fire Marshal

TOWNSHIP OF VERNON

RESOLUTION #24-58

**AUTHORIZING THE TOWNSHIP OF VERNON TO ENTER INTO AN
AGREEMENT WITH STATEWIDE INSURANCE FUND**

WHEREAS, a number of local units have joined together to form the Statewide Insurance Fund (“FUND”), a joint insurance fund, as permitted by N.J.S.A. 40A:10-36, et seq.; and

WHEREAS, the Township of Vernon (“LOCAL UNIT”) has complied with relevant law with regard to the acquisition of insurance; and

WHEREAS, the statutes and regulations governing the creation and operation of joint insurance funds contain elaborate restrictions and safeguards concerning the safe and efficient administration of such funds; and

WHEREAS, the Township of Vernon has determined that membership in the FUND is in the best interest of the Township; and

WHEREAS, the LOCAL UNIT agrees to be a member of the FUND for a period of three (3) years, effective January 1, 2024 terminating on January 1, 2027 at 12:01 a.m. standard time; and

WHEREAS, the LOCAL UNIT has never defaulted on claims, if self-insured, and has not been canceled for non-payment of insurance premiums for two (2) years prior to the date of this Resolution.

NOW THEREFORE BE IT RESOLVED, that the LOCAL UNIT does hereby agree to join the Statewide Insurance Fund; and

BE IT FURTHER RESOLVED that to the extent required by law, the Local Unit shall provide notice of the Indemnity and Trust Agreement to the Office of the State Comptroller; and

BE IT FURTHER RESOLVED, that the LOCAL UNIT will be afforded the following coverage(s):

- Workers’ Compensation & Employer’s Liability
- Comprehensive General Liability
- Automobile Liability and Physical Damage
- Public Officials and Employment Practices Liability
- Property
- Inland Marine Boiler and Machinery
- Crime-Faithful Performance and Fidelity

- Pollution Liability
- Cyber Liability
- Non Owned Aircraft

BE IT FURTHER RESOLVED, that the LOCAL UNIT’s Fund Commissioner is authorized and directed to execute the Indemnity and Trust Agreement and such other Documents signifying the membership in the FUND as required by the FUND’s Bylaws and to deliver same to the Administrator of the FUND with the express reservation that said documents shall become effective only upon the LOCAL UNIT’s admissions to the FUND following approval of the FUND by the New Jersey Department of Banking and Insurance.

Name of Member Entity:
Township of Vernon

Attest:

By: _____
 Anthony Rossi, Mayor

 Municipal Clerk

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on February 15, 2024 at 7:00 pm in the Vernon Municipal Center.

 Marcy Gianattasio, RMC, CMR
 Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Sparta, B.						
Rizzuto, P.						

STATEWIDE INSURANCE FUND
INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT made this _____ day of _____ 20____, in the County of Morris, State of New Jersey, by and between the Statewide Insurance Fund (hereinafter "FUND"), and _____ in the County of _____ a duly constituted local unit of government (hereinafter "LOCAL UNIT");

WHEREAS, two or more local units have collectively formed a joint insurance fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the LOCAL UNIT has agreed to become a member of the FUND in accordance with and to the extent provided for in the Bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND; and

WHEREAS, the LOCAL UNIT has complied with relevant law with regard to the acquisition of insurance;

NOW, THEREFORE, it is agreed as follows:

1. The LOCAL UNIT, upon entering the FUND, agrees to be bound by and to accept and comply with each and every provision of the FUND's Bylaws, Risk Management Program, as it applies to the LOCAL UNIT and the applicable statutes and administrative regulations pertaining to joint insurance funds.
2. The LOCAL UNIT agrees to participate in the FUND with respect to the coverage listed in the LOCAL UNIT's "Resolution to Join" in accordance with the FUND's Bylaws and Risk Management Program.
3. The LOCAL UNIT agrees to become a member of the FUND until **January 1, 2027, at 12:01 a. m.** eastern standard time. The commencement date shall be the effective date as established by the FUND's Bylaws and policies.
4. The LOCAL UNIT certifies that it has not been canceled for non-payment of insurance premiums for a period of at least two (2) years prior to the date hereof, or, if self-insured, that it has never defaulted on any claims.
5. In consideration of membership in the FUND, the LOCAL UNIT agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND in accordance with statute and regulation, and by execution hereof the full faith and credit of the LOCAL UNIT is pledged to the punctual payment of any sums which shall become due to the

FUND in accordance with the Bylaws thereof, this Agreement or any applicable statute or regulation.

6. If the FUND, in the enforcement of any part of this Agreement, shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the LOCAL UNIT agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.
7. The LOCAL UNIT and the FUND agree that the FUND shall hold in trust all monies paid by the LOCAL UNIT to the FUND and those monies will be used in accordance with all applicable statutes, the FUND's Bylaws and the Risk Management Program.
8. If required by the Commissioner of Insurance or applicable statutes or regulations, the FUND shall establish separate trust fund accounts in accordance with N.J.S.A. 40A:10-36, et seq. and any other statutes or regulations that may be applicable. Said trust accounts shall be used solely for the payment of claims made against members of the FUND, excess insurance premiums and/or the administration of the FUND, or for such other purposes as now or hereunder permitted by statute or regulation.
9. Each LOCAL UNIT which shall become a member of the FUND shall be obligated to execute an agreement similar in form to this Agreement.
10. To the extent required by law, the LOCAL UNIT shall provide notice of this Agreement to the Office of the State Comptroller.

Name of Member Entity:

ATTEST:

By: _____

Print Name

Title: _____

Clerk

STATEWIDE INSURANCE FUND

By: _____

Chairman

ATTEST: _____

Secretary

Dated: _____

TOWNSHIP OF VERNON

RESOLUTION#24-59

RESOLUTION OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, GRANTING AUTHORITY FOR APPROVAL OF CERTAIN PURCHASES IN EXCESS OF THE BID THRESHOLD THROUGH NEW JERSEY STATE CONTRACTS AND/OR PURCHASING COOPERATIVES FOR 2024

WHEREAS, a need exists for the acquisition of various goods and services contained within cooperative contracts and over the bid threshold as aggregation of commodities, for the daily operations of the Township of Vernon; and

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

WHEREAS, under the state cooperative contract, or designated regional cooperative contract award, the following vendors hold valid cooperative contracts in accord with the New Jersey Local Publics Contract Law.

Vendor	Contract #	T- Number	Title	Term Expiration
Morton Salt	Sussex County	21-009	ROAD SALT/ GRITS	5/31/2024
NORTH CHURCH GRAVEL	Sussex County	21-009	ROAD SALT/ GRITS	8/10/2024
DENVILLE LINE PAINTING	MCCPC #36		LINE STRIPING	12/31/2024
TILCON	MCCPC #5		PAVING MATERIAL	12/31/2024
AAA Equipment Co Inc	17-FLEET- 00805		FIREFIGHTER GEAR	6/14/2024
IN LINE AIR CONDITIONING COMPANY	19/20-23		HVAC	3/17/2024
Riggins/ Conoco	MCCPC#12: #2 ULTRA LOW SULFUR DIESEL FUEL		Diesel	12/31/2024

Griffith-Allied Trucking, LLC (dba Allied Oil)/ Riggins	MCCPC CONTRACT #1: MOTOR GASOLINE		Gasoline	12/31/2024
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NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Vernon, County of Sussex, State of New Jersey, as follows:

1. The Qualified Purchasing Agent (QPA) upon receipt of an identified need and direction from the Township is hereby authorized to approve purchases in the aggregate over the bid threshold from the list of approved cooperative contract, through New Jersey State Contracts and/or Purchasing Cooperatives to which the Township of Vernon is a member without further action from Council, provided that funds are available to cover the expenditure.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on February 15, 2024 at 7:00 pm in the Vernon Municipal Center.

 Marcy Gianattasio, RMC, CMR
 Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Sparta, B.						
Rizzuto, P.						

Township of Vernon

RESOLUTION #24-60

**Authorizing Contract with Microsystems-NJ, LLC,
for the Year 2024 in the Amount Not to Exceed \$15,000.00**

WHEREAS, there exists a need for Computer services for the Township of Vernon for the Tax Assessment Computer Assisted Mass Appraisal System (CAMA) and printing of assessment cards; and

WHEREAS, the Municipal Assessor has determined that Microsystems-NJ, LLC, the Township's current contractor providing Computer services for Tax Assessment/CAMA and printing of assessment cards is qualified and authorized by the State of New Jersey to continue providing the Township with such services; and

WHEREAS, Vernon desires to appoint Microsystems-NJ, LLC, pursuant to a contract under the provisions of N.J.S.A. 40A:11-5(1) (dd), which states computer software services are an exception to public bidding; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this purpose in the 2024 municipal budget and the value of the contract will not exceed \$15,000.00.

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

1. The Township of Vernon is authorized to engage Microsystems-NJ, LLC, for the purpose of Computer Services and Printing for Tax Assessment; and
2. The Mayor and Township Clerk are hereby authorized and directed to execute a Professional Services Contract with Microsystems-NJ, LLC

This Professional Services Contract is authorized to engage Microsystems-NJ, LLC, without competitive bidding for the provision of performance of goods or services for the support or maintenance of proprietary computer hardware and software.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on February 15, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Sparta, B.						
Rizzuto, P.						

TOWNSHIP OF VERNON

RESOLUTION #24-61

RESOLUTION OF THE TOWNSHIP OF VERNON AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR MUNICIPAL SERVICES BETWEEN THE TOWNSHIP OF VERNON AND STONE HILL PROPERTY OWNER’S ASSOCIATION, INC.

WHEREAS, the Municipal Services Act (“Act”), N.J.S.A. 40:67-23.1 et seq., provides that qualified private communities are entitled to receive certain municipal services; and

WHEREAS, Stone Hill Property Owners Association, Inc. is a qualified private community as defined under the Act, and the Township of Vernon is a municipality governed by the Act; and

WHEREAS, the Township of Vernon and Stone Hill Property Owners Association, Inc. desire to enter into an Agreement for Municipal service to provide that the Township shall reimburse Stone Hill Property Owners Association, Inc. for certain municipal services as specified in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Vernon that the Mayor and Clerk are authorized to execute an Agreement for Municipal Services with Stone Hill Property Owners Association, Inc.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on February 15, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Sparta, B.						
Rizzuto, P.						

TOWNSHIP OF VERNON

RESOLUTION #24-62

RESOLUTION OF THE TOWNSHIP OF VERNON AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR MUNICIPAL SERVICES BETWEEN THE TOWNSHIP OF VERNON AND LAKE POCHUNG HOMEOWNER’S ASSOCIATION

WHEREAS, the Municipal Services Act (“Act”), N.J.S.A. 40:67-23.1 et seq., provides that qualified private communities are entitled to receive certain municipal services; and

WHEREAS, Valley View Homeowner’s Association is a qualified private community as defined under the Act, and the Township of Vernon is a municipality governed by the Act; and

WHEREAS, the Township of Vernon and Lake Pochung Homeowner’s Association desire to enter into an Agreement for Municipal service to provide that the Township shall reimburse Lake Pochung Homeowner’s Association for certain municipal services as specified in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Vernon that the Mayor and Clerk are authorized to execute an Agreement for Municipal Services with Lake Pochung Homeowner’s Association.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on February 15, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Sparta, B.						
Rizzuto, P.						

TOWNSHIP OF VERNON

RESOLUTION #24-63

RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR THE FY 2024 LOCAL RECREATION IMPROVEMENT GRANT PROGRAM

WHEREAS, the outdated and antiquated sports lighting at Veterans' Memorial Park falls short in meeting modern safety standards. Dimly lit areas pose safety risks, limit playing hours, and discourage community members from utilizing these spaces. Upgrading the lighting infrastructure is essential to address these issues; and

WHEREAS, proper lighting at our local recreation facilities will increase the illumination levels to meet sports safety standards and improve the overall playing experience for all community sports leagues. It will also encourage and enable expanded use of the ADA accessible walking path and playground area, fostering community involvement and promoting healthy lifestyles through enhanced passive recreation opportunities; and

WHEREAS, the installation and upgrade of lighting systems to more useful, energy-efficient and eco-friendly solutions will enhance the quality, safety, and accessibility of these spaces; ensuring a positive impact on the entire community, and as part of revitalization efforts of this original community park, proper lighting will provide opportunity for full capacity usage for youth sports and allow for family friendly gathering opportunities that will extend through generations; and

WHEREAS, the State of New Jersey has recognized these needs; and

WHEREAS, in the FY2024 budget, Governor Murphy has allocated \$25 million for the FY 2024 Local Recreation Improvement Grant to support improvement and repairs to public recreation facilities; and

WHEREAS, the Department of Community Affairs has issued a Request for Proposals to solicit applicants for the FY 2024 Local Recreation Improvement Grant; and

WHEREAS, a determination has been made that it would be in the best interests of the Township of Vernon to apply for grant funding.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Vernon, County of Sussex, State of New Jersey, that the Mayor and the Clerk are hereby authorized to execute and submit a grant application to the Department of Community Affairs for the FY 2024 Local Recreation Improvement Grant Program.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on February 15, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Sparta, B.						
Rizzuto, P.						

TOWNSHIP OF VERNON

RESOLUTION #24-64

RESOLUTION OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE VERNON TOWNSHIP POLICE DEPARTMENT AND ATLANTIC HEALTH SYSTEM, NEWTON MEDICAL CENTER, TO ESTABLISH JOINT PARTICIPATION IN THE ARRIVE TOGETHER PROGRAM TO ENHANCE AND SUPPORT RESPONSE TO CERTAIN BEHAVIORAL HEALTH CRISIS CALLS

WHEREAS, the Mayor and Township Council of the Township of Vernon have received from the Vernon Township Chief of Police a Memorandum of Understanding to establish joint participation in the ARRIVE Together Program to enhance and support responses to certain behavioral health crisis calls; and

WHEREAS, the Mayor, Township Council and the Vernon Township Chief of Police have reviewed the terms of the MOU; and

WHEREAS, the Mayor and Township Council, together with the Chief of Police find it to be in the best interest of Vernon Township and its residents to execute the MOU.

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Township Council of the Township of Vernon, County of Sussex, that the Vernon Township Police Chief be authorized to execute the Memorandum of Understanding between the Township and Atlantic Health System, Newton Medical Center (Participating Mental Health Service Provider) to establish a joint participation in the ARRIVE Together Program to enhance and support response to certain behavioral health crisis calls.

BE IT FURTHER RESOLVED, that this resolution shall take effective immediately.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on February 15, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Sparta, B.						
Rizzuto, P.						

MEMORANDUM OF UNDERSTANDING

between

**Andover Township Police Department, Byram Township Police Department,
Hardyston Township Police Department, Hopatcong Borough Police
Department, Newton Police Department, Borough of Ogdensburg Police
Department, Sparta Township Police Department and Vernon Township
Police Department
(Participating Police Departments)**

and

**Atlantic Health System, Newton Medical Center
(Participating Mental Health Service Provider)**

**TO ESTABLISH JOINT PARTICIPATION IN THE ARRIVE
TOGETHER PROGRAM TO ENHANCE AND SUPPORT
RESPONSE TO CERTAIN BEHAVIORAL HEALTH CRISIS
CALLS**

This Memorandum of Understanding (MOU) is entered into between the above-Participating Police Departments (“PPD” or “officer”) and the above-named Mental Health Service Provider (“MHSP”) (collectively “the Parties”), to establish joint participation in the ARRIVE Together Program (“the Program”) to enhance and support law enforcement and response to certain behavioral health crisis calls, and shall confirm the mutual understanding and intention of the Parties as set forth herein.

WHEREAS, pursuant to NJSA 30:4-27.1, et seq. (“Screening Law”) and NJAC 10:31-1.1, et seq. (“Screening Regulations”), it is the policy of this State to provide for a public mental health system that delivers treatment consistent with a person’s clinical condition, and that screening services be developed as the public mental health system’s entry point in order to provide accessible crisis intervention, evaluation and referral services to persons with mental illness, to offer persons with mental illness clinically appropriate alternatives to inpatient care, and, when necessary, to provide a means for involuntary commitment to treatment; and

WHEREAS, the Parties recognize the importance of ensuring the safety of every person involved in civilian-law enforcement interactions, and that many of the negative outcomes that have resulted from such interactions may stem from law enforcement officers responding to situations involving individuals experiencing behavioral health crises; and

WHEREAS, the MHSP has been designated by the New Jersey Department of Human Services (“DHS”) to provide screening and other medical/health services in accordance with state law and regulations, within the county being served by this MOU; and

WHEREAS, DHS contracts annually with the MHSP for the provision of screening services and other services, pursuant to NJAC 10:31:10.1(c), and DHS Contracting Policy; and

WHEREAS, the Screening Law provides officers and mental health specialists with the legal authority to transport or authorize transport of individuals who are experiencing a behavioral health crisis to an emergency department for a full assessment where appropriate; and

WHEREAS, law enforcement officers may request the assistance of mental health specialists when responding to emergency service calls that relate to behavioral health crises and mental health personnel may request assistance from officers when responding to requests for emergency screening; and

WHEREAS, in an effort to improve the outcomes in law enforcement's response to emergency behavioral health crisis calls, to divert individuals in crisis from unnecessary entry into the criminal justice system, and to more efficiently employ the resources of both the PPD and the MHSP as they respond to calls for service, the Parties seek to establish a Pilot Program; and

WHEREAS, this MOU is intended to memorialize the relationship and delineate the responsibilities of the Parties in this cooperative joint effort.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions

For the purposes of the Program, the following definitions shall apply:

- A. Behavioral Health Crisis Calls** means emergency calls for service received by the PPD's 911 system or by the MHSP, which involve:
 - a. Behavioral/mental health;
 - b. Confused/disoriented person;
 - c. Welfare check;
 - d. Suicide; and
 - e. Other categories that the PPD deems appropriately related to behavioral health identified during the course of the Pilot Program.

- B. MHSP Specialist** means a mental health screener as defined by N.J.S.A. 30:4-27.2 or other qualified specialist, such as a crisis intervention specialist, therapist, social worker, psychiatrist, psychologist, nurse, or other professional possessing the relevant academic training or experience to do outreach for the purposes of clinical screening.

II. Program Description

A. Location

1. The Program will respond to behavioral health calls for service made to:
 - a. County: Sussex
 - b. Municipalities: Andover, Byram, Lake Hopatcong, Vernon, Hardyston, Ogdensburg, Sparta, and Newton

B. Program Type

1. The Parties may select one or more Program types as set forth in Section B and described more fully in Section C below for the term of this MOU. Should the Parties change, reduce or increase the Program type during the term of this MOU, the Parties shall notify DHS and LPS who shall determine whether such change, reduction or increase in Program type is authorized. Any such material change to the terms and conditions of this MOU shall require a written amendment, signed by the Parties, and may result in changes to other terms and conditions herein.
2. The Parties agree to implement one or more of the Programs as selected below.
 - a. Co-Responder Program (law enforcement officer and MHSP specialist respond together to emergency service calls and/or follow up visits that relate to behavioral health crisis)
 - b. Telehealth Program (law enforcement officers provided with electronic devices to connect persons suffering behavioral health crisis to a MHSP specialist via video to receive services)
 - c. Follow-up Program (law enforcement officers inform MHSP specialist of individuals encountered by law enforcement that need services of MHSP specialist within a designated timeframe following the law enforcement interaction as determined by the Parties)
 - d. Close in Time Follow-up Program (MHSP specialist follows up with individuals encountered by law enforcement close in time (generally within 30 minutes of the encounter) to the law enforcement encounter and provides social and health services as determined by the Parties.

C. Program Responsibilities (as applicable)

1. Frequency

- a. The Program will be implemented weekly on the days determined by the Parties, and at times of the highest volume of behavioral health crisis calls for service as determined by the PPDs, in consultation with MHSP.
 - i. The PPDs will determine a staffing schedule for their officers.
 - ii. Regardless of where the participating officer is based, the Program will always respond to qualifying calls in any of the participating municipalities identified in Section 1.b. above, as described below.
- b. Shift times will be determined by the parties, and may be altered if, in consultation with DHS and the MHSP, the PPDs determine that significantly greater relevant calls for service consistently occur at different hours.

2. Personnel

- a. When co-responding as defined in Section II B2(a), the PPDs will each provide one or more experienced law enforcement officers who complete Crisis Intervention Team (“CIT”) training before or during the Program to participate in the Program. Participating Officers will not wear full uniform during the Program shifts, and instead will wear a polo shirt with an agency logo, or similar, and will drive an unmarked vehicle.
- b. At each service call, the Officers will identify themselves as law enforcement officers and ensure the safety of all actors before the MHSP specialist exits the police vehicle, to ensure there are no violent or potentially violent actors on scene, and remain at the scene while the Screener provides services.
- c. The PPDs shall provide training to each specialist identified by the participating MHSP on the proper procedures and protocols for riding in an unmarked police vehicle and responding to calls with an Officer prior to any specialist participating in the Program.
- d. The MHSP will provide one or more experienced specialists to participate in the Program. The participating specialists will perform crisis intervention and screening services consistent with their statutory and regulatory duties at each call for service.
- e. When co-responding, the Officer will transport the MHSP specialist to calls for service in an unmarked police vehicle. The Officer will not respond to other calls for service while transporting the MHSP specialist except for those behavioral health crisis calls as defined below. In the event of an emergency that needs the Officer’s immediate attention and is in the Officer’s plain view, such as a motor vehicle accident or serious injury, the officer will stop to provide immediate assistance until further police assistance arrives. In the event of a call involving a life-threatening emergency, the Officer will only respond to the call upon the direction of their supervisor and will first transport the MHSP specialist to the closest safe location prior to responding to the call.

- f. For follow-ups, the PPD will provide the MHSP with information on individuals that they have encountered at a mutually agreed upon frequency.
- g. The MHSP will determine how and when best to follow-up with the individuals. The follow-ups may be in-person, telephonic or virtual.

3. Coverage

- a. The Program will respond to all behavioral health crisis calls for service made to the PPDs' 911 system within the identified county, including those originating from the public, those incoming from other law enforcement officers or agencies within the area, and those incoming from the MHSP to the PPDs and/or their 911 systems.
- b. The Program will respond to crisis calls originating from the psychiatric emergency screening service within the identified county and 9-8-8 calls from individuals residing in the locales where the program operates.
- c. When co-responding, the Program will respond to qualifying calls made to the municipality(ies) identified in Section II.A.1(b) above, regardless of where the ARRIVE officer is employed. Officers from the municipality from which the call originated will be responsible for securing the scene before the MHSP specialist enters. At the scene, once deemed safe, the non-ARRIVE officer(s) shall only provide assistance if specifically requested by the ARRIVE Officers on scene.
- d. When PPD and MHSP specialist meet at a location at the same time, the Program will respond to qualifying calls made to the municipality(ies) identified in Section II.A.1.(b) above by a MHSP meeting a CIT trained officer at an arranged safe location. If a CIT trained officer is unavailable to respond during program hours, a CIT trained officer from municipality(ies) identified in Section II.A.1.(b) or another municipality in the county with the approval of the impacted chief, director, or officer in charge is permissible.
- e. When not responding to calls for service, the Program participants will proactively undertake follow-up visits with individuals from prior services or initiate contact with individuals identified as at-risk through other means.

4. Data Collection and Evaluation

- a. PPDs and MHSPs shall collect data relevant to the assessment of the Program, as specified by the Department of Law and Public Safety (DLPS) and/or Department of Human Services (DHS), Division of Mental Health and Addiction Services (DMHAS).
- b. Should DLPS retain an academic institution to perform an evaluation of the Program the Parties and Participating Agencies agree, upon request, to provide the retained academic institution access to relevant data, subject to appropriate privacy and cybersecurity protections, to include 911 or computer-aided dispatch (CAD) data and interviews of participating employees, for the purposes of performing the assessment. The academic

institution shall execute any required confidentiality agreements. If personally identifiable information is being shared, a confidentiality agreement must be HIPAA compliant. 45 C.F.R. 164.512(i).

5. Confidentiality

- a. All records, recordings, and reports made in connection with the ARRIVE Program and/or certificates, applications, records, and reports made that directly or indirectly identify any individual presently or formerly receiving ARRIVE Program services shall be confidential and shall not be disclosed to any person, except as permitted by NJSA 30:4-24.3, NJAC 10:31-2.6, and NJAC 10:37-6.9.

III. PPD Responsibilities

- A. The PPD shall perform all necessary tasks required to implement the Program as detailed Section II above, including, during responses to qualifying emergency calls for service, the participating officer shall assess and take measures to secure the environment in order to mitigate the potential for harm to the officer, mental health specialist, client, and any bystanders.
- B. The PPD shall make available the qualified officers required to implement the Program as detailed in Section II, and shall ensure all requisite training (including the requirement that all officers participating in the initiative successfully complete CIT training) and certifications have been obtained by participating officers.
- C. The PPD shall implement operational changes, as it deems necessary, to implement the Pilot Program, as detailed in Section II.
- D. The PPD shall provide the equipment necessary for participating officers to perform their duties under the Program, including providing an unmarked vehicle during the course of the Program.
- E. The PPD shall provide training to each participating MHSP specialist on the proper procedures and protocols for riding in a law enforcement vehicle and/or responding to calls with a police officer prior to any MHSP specialist participating in the Program.
- F. The PPD shall cooperate with the MHSP, other participating Law Enforcement Agency Partners within the county, as identified herein, as well as DHS, DMHAS, and DLPS, to facilitate and execute the goals of the Program. The PPD shall not request that the MHSP perform any activities that conflict with the Screening Law or Screening Regulations.
- G. The PPD shall ensure their participating officers follow all applicable Law Enforcement Directives and Guidelines issued by the Attorney General of New Jersey, as updated, amended, or supplemented (available at <https://www.njoag.gov>).

IV. MHSP Responsibilities

- A. The MHSP shall perform all necessary tasks required to implement the Program detailed in Section II, and shall provide those services in a manner consistent with the Screening Law and Screening Regulations.
- B. The MHSP shall provide the specialists required to implement the Program, and shall ensure all requisite training has been obtained by the participating specialists.
- C. The MHSP shall ensure the equipment necessary for the participating specialists to perform their duties under the Program is provided. The equipment must be provided by the MHSP.
- D. The MHSP shall cooperate with the other Parties to facilitate and execute the Program in a manner consistent with the Screening Law and Screening Regulations.
- E. The MHSP shall bill DHS for services provided under the Program at the rate set forth herein under the same terms as included in the existing contract between DHS and the MHSP.
 - 1. The total amount billed under the Program shall not exceed the amount as determined by DHS and/or DLPS and conveyed under a separate writing.
 - 2. The MHSP shall provide DHS with quarterly invoices specifically for services provided under the Program.
 - 3. The MHSP shall provide DHS with quarterly expenditure reports specifically for services provided under the Program in accordance with the DHS Contract Manual.

V. Funding

- A. Atlantic Health is not pursuing funding as they will be continuing their outreach efforts through ARRIVE Together. Consistent with the terms of the existing contract between the MHSP and DHS, and the DHS Contract Policy and Information and Contract Reimbursement Manual, MHSP specialists participating in the Program shall be compensated for all services performed under the Program at their ordinary pay and ordinary contractual obligations.
 - 1. Payments to the MHSP for work performed in accordance with the Program, including overtime, if any, shall be allowed up to a maximum total amount reimbursed as determined by DHS and/or LPS and conveyed under a separate writing.
 - 2. The amount billed by the MHSP under the Program shall only include those amounts above insurer reimbursements.
- B. Except as set forth in the Paragraph A in this Funding Section, each Party shall bear its own costs, including operational costs, in relation to this MOU. Expenditures by each Party will be subject to its own budgetary processes and to the availability of funds and resources

pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that the State of New Jersey will appropriate funds for such expenditures.

VI. Points of Contact

- A. The individual points of contact (“POC”) for each of the Parties to this MOU, and any other participating Law Enforcement Partners within the County, are set forth in Attachment A, which shall be attached hereto and made part of this MOU.
- B. The Parties agree that if there is any change to the POC or POC contact information, they will inform the other Parties in writing within 10 business days of the change and update the list of POCs in Attachment A accordingly.

VII. Dispute Resolution

- A. The Parties agree to cooperate and confer with each other to address any disputes or issues which may arise in relation to this MOU and/or the Pilot Program.

VIII. Liability

- A. Each Party shall be responsible for the actions of its officers and employees occurring during the performance of their obligations under this Agreement subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the Contractual Liability Act, N.J.S.A. 59:13-1, et seq., the availability of appropriated funds, and the MHSP’s insurance obligations under its existing contract with DHS to provide screening services under the Screening Law. The State of New Jersey cannot agree to indemnify any third-party grantee or contractor, and is not providing any indemnification to any third-party grantee or contractor. The State of New Jersey does not carry general liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against it are covered under the terms and provisions of the Act. The Act also creates a fund into which the Legislature appropriates funds from time to time, and from which final tort claims are paid in accordance with its provisions. See N.J.S.A. 59:12-1. For claims beyond the purview of the Tort Claims and Contractual Liability Acts, it is agreed that none of the Parties to this Agreement assume any liability whatsoever for any alleged wrongful acts or omissions of the agents, servants, contractors, or employees of the other. Nothing in this Agreement shall be construed to waive any defenses or immunities available to any Party or its employees under the Tort Claims Act or other applicable law.
- B. The MHSP’s liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination, and shall remain in effect until all potential liabilities arising from this MOU and the Program have lapsed.
- C. This MOU shall not be interpreted as a waiver of sovereign immunity. Any liability of the agencies that are party to this MOU is, to the extent applicable, subject to the New Jersey

Screening Law, N.J.S.A. 30:4-27.1, et seq., and specifically, N.J.S.A. 30:4-27.7, the New Jersey Tort Claims Act, supra, the New Jersey Contractual Liability Act, supra, any other applicable law, and the availability of funding.

- D. For the duration of the Program, any MHSP specialist participating in the Pilot Program and receiving training from the PPD or other Participating Law Enforcement Agencies shall remain an employee of the MHSP and at no point will be considered an employee of the State of New Jersey, DLPS, DHS, the PPD or other Participating Law Enforcement Agencies. Neither the State, DLPS, DHS, nor the PPD or other Participating Law Enforcement Agencies shall have control over the duties of any MHSP specialist participating in the Program, or their performance thereof.

IX. Duration, Withdrawal, and Termination

- A. The MOU will take effect upon signature of the Parties and shall remain in effect until June 30, 2024.
- B. Any Party may terminate the agreement by providing all other Parties 30 days written notice. Such notice shall also be provided to DHS, DMHAS, and DLPS at the contact addresses in Attachment A.
- C. Upon mutual agreement of the Parties, and with the approval of DHS and DLPS, the Program may be renewed for additional one-year terms. Any such renewal shall be set forth in writing and attached hereto and made part of this MOU.

X. Compliance with Other Laws

- A. The Parties agree that in the performance of this MOU and the Program, they will comply with all applicable federal, State, and local laws, statutes, and regulations, including all requirements of the Screening Law and Regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

XI. Effect on Other Authorities

- A. Nothing in this MOU is intended to restrict the authority of any Party to act as permitted by law, or to restrict a Party from administering or enforcing any law. This MOU should not be construed as limiting or impeding the basic spirit of cooperation that exists between the Parties.
- B. This MOU does not impose any additional duties and responsibilities on any of the Parties that go beyond that which is already required by existing law.

XII. Assignment

- A. Neither this MOU nor any of the rights, duties, or obligations of the Parties hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, without

the prior written consent of the other Parties. Any assignment or delegation or attempted assignment or delegation without such consent shall be void and of no force or effect.

XIII. Severability

- A. Nothing in this MOU is intended to conflict with applicable State or federal laws, the directives of the Attorney General of New Jersey, or a Party's regulations. If a provision of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

XV. No Private Rights Created

- A. This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the State of New Jersey, or against any department, agency, officer, employee of the State of New Jersey, any Party to this MOU, entity, or any other person.

XVI. Non-Waiver

- A. The failure by a Party to insist on performance of any term or condition or to exercise any right or privilege included in this MOU shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not in the future waive any such term or condition or any right or privilege. No waiver by a Party of any breach of any term of this MOU shall constitute a waiver of any subsequent breach or breaches of such term.

XVII. Entire Agreement & Amendments or Modifications

- A. This MOU may be amended by deletion or modification of any provision contained herein, or by adding new provisions, after written consent of the Parties. Any such amendment or modification shall be in writing, in the form of an Addendum to this MOU, which shall be signed by the Parties and shall be attached hereto and made part of this MOU.
- B. This MOU, including any Attachments and Schedules contained within it, represents the entire understanding and agreement between the Parties and supersedes all prior agreements and understandings between the Parties

XVIII. Authorization

- A. By execution of this MOU, the Parties represent that they are duly authorized and empowered to enter into this MOU and to perform all duties and responsibilities established in this MOU.

XIX. Electronic Signature and Counterparts

- B. The Parties agree that the execution of this MOU by electronic signature and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures. This MOU may be executed in counterparts and those counterparts, when assembled, shall constitute the Entire Agreement as defined above.

SIGNATURE PAGE FOLLOWS

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

Signatories

The terms of this Agreement have been read and understood by the persons whose signatures appear below.

For the Mental Health Service Provider:

Provider Name:

By: _____
Name:
Title:

Dated: _____

For the Participating Police Department(s):

PPD Name:

By: _____
Name:
Title:

Dated: _____

PPD Name:

By: _____
Name:
Title:

Dated: _____

PPD Name:

By: _____
Name:
Title:

Dated: _____

By: _____
Name:
Title:

Dated: _____

PPD Name:

By: _____
Name:
Title:

Dated: _____

PPD Name:

By: _____
Name:
Title:

Dated: _____

PPD Name:

By: _____
Name:
Title:

Dated: _____

PPD Name:

By: _____
Name:
Title:

Dated: _____

Attachment A

POINT OF CONTACT INFORMATION

For the Department of Law and Public Safety:

LPS: Derick D. Dailey
Senior Counsel to the Attorney General
Office of the Attorney General
25 Market Street
Trenton, NJ 08625
Email: Derick.Dailey@njoag.gov
Phone: 609-571-0449

For the Department of Human Services:

Valerie Mielke
Assistant Commissioner
Division of Mental Health and Addiction Services
5 Commerce Way, 2nd floor
Hamilton, N.J. 08625
Email: Valerie.mielke@dhs.nj.gov
Phone: 609-438-4352

For Sussex County Prosecutor's Office

Acting Prosecutor Carolyn Murray
cmurray@scpo.sussex.nj.us
973-383-1570

Assistant Prosecutor Nikoletta Agouras
nagouras@scpo.sussex.nj.us

Assistant Prosecutor Carly Abrams
cabrams@scpo.sussex.nj.us

Marilyn Cardinale
mcardinale@scpo.sussex.nj.us

For the Mental Health Service Provider:

Summer Taylor
Outreach Crisis Clinician
Atlantic Health System
Newton Medical Hospital
175 High Street

Newton, New Jersey
Summer.Taylor@atlantichhealth.org
973-383-0973 Option 1

Paul Burns
Atlantic Health System
Newton Medical Hospital
175 High Street
Newton, New Jersey
Paul.Burns@atlantichhealth.org
973-383-0973 Option 1

For the Participating Police Department(s):

TOWNSHIP OF VERNON
ORDINANCE #24-02

ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING CHAPTER 13, "CANNABIS ESTABLISHMENT LICENSING AND REGULATION" OF THE CODE OF THE TOWNSHIP OF VERNON TO REMOVE THE REQUIREMENT FOR THE VERNON TOWNSHIP POLICE TO PERFORM BACKGROUND CHECKS AND/OR INVESTIGATIONS

WHEREAS, in 2020 New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to allow for the legalization of a controlled form of marijuana called "cannabis" for adults at least 21 years of age; and

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" (the "Act"), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, cannabis use and possession; and

WHEREAS, the Act establishes six marketplace classes of licensed businesses, including:

- Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
- Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 Cannabis Distributer license, for businesses involved in transporting cannabis plants in bulk from on licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
- Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchased items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer; and

WHEREAS, sections 31a-c of the Act, N.J.S.A. 24:6I-45a-c, authorizes municipalities to adopt ordinances and regulations prohibiting outright and/or limiting the number of any class of licensed "cannabis establishment" (defined in section 33 of the Act, N.J.S.A. 24:61-33, as "a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer"), cannabis distributor and cannabis delivery service allowed to operate within its municipal boundaries; and the location, manner

and times of operation of such cannabis establishment, cannabis distributor and cannabis delivery service, except that the transportation and time of operations for cannabis delivery services, shall only be subject to the regulation by the Cannabis Regulatory Commission (the "Commission" or "CRC"); and

WHEREAS, pursuant to NJ.A.C. 17:30-5.1(b) of the CRC's Rules, any municipality that has timely adopted an ordinance prohibiting outright the operation of any cannabis establishment, distributor or the principal location of any cannabis delivery service business within a municipality in accordance with N.J.S.A 24:6I-45b, may thereafter amend its ordinances to allow for, zone, license and regulate such cannabis establishments, distributors and the principal locations of cannabis delivery service businesses; and

WHEREAS, the Township Council recognizes the importance of fostering economic opportunities that provide jobs and ratables to the community, while ensuring that such uses can safely and seamlessly fit into the fabric of the community; and

WHEREAS, the Township Council has determined that the six (6) legal classes of cannabis under the Act can be permitted in the Township in such a way so as to safely and seamlessly fit into the fabric of the community while providing significant economic opportunities; and

WHEREAS, the Township Council has determined that such businesses engaged in a business with one of the six classes of legal cannabis licenses should be permitted as delineated in Chapter 330 Land Development Ordinances in the Township subject to the appropriate Township Licensure as delineated herein.

NOW THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Vernon that the Code of the Township of Vernon shall be amended as follows:

SECTION 1.

§ 13-1 Purpose and Application.

- a. Purpose. This Section has been adopted by the Township Council of the Township of Vernon for the following purposes:
 1. To protect the public health, safety, and general welfare of the residents of the Township of Vernon by establishing strict licensing limits and regulations on the lawful sale and use of legal cannabis to persons age 21 years or older only, and at all times in conformity with the laws of the State of New Jersey, including without limitation, the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" (the "Act"), the rules and regulations of the New Jersey Cannabis Regulatory Commission (the "Commission" or "CRC"), and the Township Code, as may be amended from time-to-time hereafter.
 2. To regulate the local licensing and operation of licensed Cannabis Establishments,

each as defined in N.J.S.A. 24:61-33 of the Act, to protect against the unlawful operation, sale, and use of cannabis and marijuana.

3. To establish certain conditions and limitations on the number of cannabis licenses authorized to be issued within the municipal boundaries of the Township through the local licensing process.
 4. To establish local regulations on the time, location and manner of licensed Cannabis Establishments and activities in accordance with State law.
 5. To establish limitations on the number and types of Cannabis Establishment licenses and cannabis marketplace activities.
- b. Applicability. The provisions herein shall apply to all licensees, persons, organizations and businesses operating and/or seeking to operate within the Township as any class of licensed Cannabis Establishment pursuant to the Act.

c.

§ 13-2 Definitions.

The terms used herein shall be as defined in the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act," P.L. 2021, c. 16, N.J.S.A. 24:61-31, et seq. (the Act) as may be amended from time-to-time in accordance with State law. Should any of the definitions in this Section conflict with definitions located elsewhere in the Vernon Township Municipal Code, the definitions contained in the Act as noted herein shall control for purposes of this Section. If a word, term, or phrase is defined neither in the Act nor elsewhere in the Vernon Township Municipal Code, the most common dictionary definition is presumed to be correct.

§ 13-3 Prohibitions on Cannabis Consumption Areas.

- a. Pursuant to section 32 of the Act, N.J.S.A. 24:61-21, all Cannabis Consumption Areas are prohibited from being located or otherwise operated within the geographic boundaries of the Township of Vernon.

§ 13-4 Numerical Limit on Local Cannabis Licenses and Class Types of Cannabis Establishments Permitted.

- a. The following number and type of Township Establishment licenses, otherwise known as "local annual cannabis license" is/are authorized to be available for issuance by the Township on an annual basis pursuant to the Act and the regulations of the Commission and the Township Code:
1. Two (2) Class 1 Cultivators, two (2) Class 2 Manufacturers, two (2) Class 3 Wholesalers, two (2) Class 4 Distributors, two (2) Class 5 Retailers; and two (2) Class 6 Deliveries in each respective Zoning District where such license class is permitted and

where the operator is holding the requisite current valid & active permits issued by the Commission in accordance with the Act, which authorizes the entities to cultivate & process, manufacture, wholesale, distribute, and sell to retail consumers cannabis, respectively, in accordance with the Township Code, and the Act and the regulations of the Commission, as may hereafter be amended. At no time shall such local annual license be transferrable from the initial licensee to another entity without prior formal licensing approval from the Commission and the Township.

- b. Except as provided in al above, no additional licenses or license class types shall be issued or otherwise made available by the Township except by formal adoption of an ordinance amending the provisions of the Township Code herein.
- c. Any person, organization and/or business, including a licensed Cannabis Establishment or operation of limited class type operating outside the scope of a license, found to engaged in the cultivation, manufacturing, wholesale, distribution, and/or retail sale of cannabis or cannabis items without first possessing a valid local annual cannabis license issued by the Township shall be subject to a civil fine and penalty as set forth herein below.
- d. Resolutions of support. Resolutions of support obtained by a potential licensee from the Township Council shall be valid for the period of one (1) year, unless an extension is granted by the Township Council. Resolutions of support shall not be deemed as an agreement to hold a license available for the potential licensee.

§ 13-5 Municipal Licensure Requirements.

- a. Prior to commencing and engaging in any cannabis business activities and uses within the Township permitted by the Commission pursuant to a State-issued Class 1, 2, 3, 4, 5 or 6 license validly issued in accordance with the Act, any person, business, and/or organization shall first apply for and secure from the Township a local annual cannabis license. Except that nothing herein shall be read or construed to conflict with the statutory provisions as to Cannabis Delivery Services licensed by the Cannabis Regulatory Commission.
- b. The Township Administration shall begin accepting applications for Class 1, 2, 3, 4, 5 or 6 local annual cannabis licenses 15 days following final passage of this ordinance.
- c. The initial local annual cannabis license shall be valid until December 31, 2024. Thereafter the period of each annual local Cannabis Establishment license shall commence on January 1 and expire on December 31 of the calendaryear.
- d. By no later than December 1 of any existing license year, the licensee shall be required to file an application for the renewal of a local annual cannabis license to be authorized to continue operation as a Class 1, 2, 3, 4, 5 or 6 Cannabis Establishment within the Township.

- e. All local annual cannabis licenses shall be conditional, and shall remain subject to all State and local laws and regulations. Failure of any licensee to comply with such applicable laws shall be grounds for revocation and/or nonrenewal of the local annual cannabis license by the Township Administration.
- f. The initial application fee for each local annual cannabis license, of each class-type, shall be \$10,000 for all classes and the renewal application fee shall be \$10,000 for all classes. The application fee is non-refundable.
- g. A new licensee must file an application with the Township Land Use Board seeking site plan and associated approvals for a specific site within six (6) months of receiving a Township license. If application is not made within six (6) months, the Township license will be revoked.
- h. Unless the Township issues a license renewal, it shall be unlawful for any person to manufacture, sell, distribute, transfer, transport, or otherwise remove cannabis or cannabis products/items from the premises of any Cannabis Establishment after the expiration date recorded on the face of the license.
- i. All local annual cannabis licenses shall be non-transferrable. All local annual cannabis licenses shall be specific to the property location authorized and approved by the Township and shall not otherwise be considered a "pocket license."
- j. The licensed premises of all licensees shall be subject to unannounced inspections by a designated representative of the Township. Access shall be permitted by the designated representative on demand by the Township's authorized representative.

§ 13-6 Application for Local License and Annual Local License Fee

- a. Application Fee. The applicant shall submit an application to the Office of the Municipal Clerk, under oath on a form furnished by the Township of Vernon, with an application fee as enumerated herein, which fee shall be nonrefundable. The initial application fee for each local annual cannabis license, of each class-type, shall be \$10,000 for all classes.
- b. Annual License Renewal Fee. The annual license renewal fee for successful applicants operating cannabis establishments in the Township of Vernon shall be implemented as required in accordance with the following fee schedule, renewal fees are non-refundable:

Class I Cannabis Cultivator license: ten thousand dollars (\$10,000.00).

Class 2 Cannabis Manufacturer license: ten thousand dollars (\$10,000.00). Class 3

Cannabis Wholesaler license: ten thousand dollars (\$10,000.00).

Class 4 Cannabis Distributor license: ten thousand dollars (\$10,000.00).

Class 5 Cannabis Retail license: ten thousand dollars (\$10,000.00).

Class 6 Cannabis Delivery license: ten thousand dollars (\$10,000.00)

- c. Upon the receipt of an application, the Office of the Municipal Clerk shall transmit the application to the Office of Police Chief for the Township Police Department or the Chiefs designee, the Mayor, the Business Administrator, and the Council President for review of the application. These departments shall review the application and forward their comments to the Clerk's Office fifteen (15) business days from transmission of the application.
- d. The Clerk shall establish a reasonable application period and deadline for all applications. An application shall be deemed incomplete and shall not be processed by the Clerk and transmitted for review until all documents and application fees are submitted. To be deemed complete, all applications shall be accompanied by the following:
 1. The name and home address of the Applicant. If the Applicant is not a natural person, the Applicant shall submit a statement setting forth the names and home addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed with its home address. The disclosure shall be continued until names and home addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.
 2. The name of any other business entities in which any of the individuals identified pursuant to subsection (b)(1) of this provision have or have had an ownership interest which: (i) cultivates, manufactures, wholesales or dispenses cannabis or cannabis products; (ii) invests or finances in any such entity; or (iii) is regulated by any governmental entity.
 3. A copy of the license issued by the Cannabis Regulatory Commission authorizing the Applicant to operate as a Licensed Cannabis Establishment with a copy of all application materials and documents submitted to the Commission for a license.
 4. An affidavit from the Applicant attesting to and accompanied by documentary proof of compliance with all state and local laws regarding affirmative action, anti-discrimination and fair employment practices. The applicant shall also certify under oath that they will not and shall not discriminate based on race, color, religion

(creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

5. Plans prepared by a duly licensed architect, engineer, or planner which shall depict the layout and design for the proposed location of the Licensed Cannabis Entity within the Township.

- (a) The required plans shall depict the proposed security measures for the location. The plans shall be deemed confidential consistent with state law.

- (b) The Applicant shall also provide either a lease agreement or agreement of sale for the property where the Applicant intends to operate the Licensed Cannabis Entity. The lease agreement or agreement of sale may be contingent upon the Applicant's ability to successfully: (i) obtain a Local License; and (ii) if applicable, obtain approval from the Vernon Township Planning Board and/or the Vernon Township Land Use Board.

~~6. Acknowledgment and agreement authorizing the Vernon Police Department to perform background checks and/or investigations regarding any individuals disclosed pursuant to subsection (b)(1) of this provision and any employees of the Applicant.~~

- e. The Office of Police Chief for the Vernon Police Department or the Chiefs designee, the Mayor or Mayor's designee, the Business Administrator, and the Council President, who may seek additional review from the Township Attorney, Engineer and/or Planner, shall evaluate any and all applicants and issue a notification of award after consideration and evaluation of the following criteria:

1. Qualifications and Experience

Applicant's owners' or principals' qualifications and experience operating in highly regulated industries, including cannabis, healthcare, pharmaceutical manufacturing, and retail pharmacies, with preference to experience operating such businesses within the State of New Jersey and where the value of owners' experience shall outweigh the experience of non-owner principal, submission of formal business plan for the proposed Licensed Cannabis Entity including pro forma is required.

2. Security Plan

Applicant's qualifications and experience related to public safety and security, including any of the applicant's owners' or principals' experience in law enforcement and drug enforcement, and a summary of the applicant's plans for storage of products and currency, physical security, video surveillance and digital storage, security personnel and their qualifications, and visitor and employee security management.

3. **Environmental Plan**
Summary of the applicant's environmental impact and sustainability plan; whether the applicant entity or its parent company has any recognitions from or registrations with federal or New Jersey state environmental regulators for innovation in sustainability; and whether the applicant entity or its parent company holds any certification under international standards demonstrating the applicant has an effective environmental management system or has a designated sustainability officer to conduct internal audits to assess the effective implementation of an environmental management system.
 4. **New Jersey Minority-Owned**
Applicant's demonstrated commitment to diversity in its ownership composition and hiring practices and whether the applicant entity or its parent company holds any certifications as a NJ minority-owned, women-owned, or veteran-owned business.
- f. Notwithstanding the foregoing competitive application process, a notification of award and conditional municipal license shall allow the recipient applicant to pursue a State permit or license in the appropriate classification for up to 12 months, which may be extended in the Township Committee's discretion for an additional 6 months for good cause. No license to operate shall be issued until the applicant has received a State permit and satisfied other prerequisites of municipal licensure. If the recipient of a notice of award and conditional license has not received a State permit or license within 12 months from issuance, unless extended for good cause, the Municipal Clerk shall issue a new request for applications and evaluate all applicants for licensure under the above criteria.

§ 13-7 Additional Requirements,

- a. Cannabis Establishments shall meet all of the requirements for licensure pursuant to the Act, the regulations of the Commission and all other applicable State and local laws.
- b. Cannabis Establishments shall at all times hold a valid current license or permit issued by the State of New Jersey, along with a local annual cannabis license issued by the Township to undertake cannabis activities at the permitted property. Both the Township and State-issued licenses are valid only for the location identified on the licenses and until the expiration date printed on the license. Both the Township- and State-issued licenses shall be prominently displayed inside the permitted Cannabis Establishment in a location where they can be easily viewed by State and local law enforcement and administrative authorities.
- c. Cannabis Establishments shall be conducted solely within the confines of the licensed

location of the licensed premises on the permitted property. No Cannabis Establishment shall be permitted to operate from a movable, mobile or transitory location, except for the permitted transportation of cannabis products to and from the facility pursuant to State law by a licensed Class 6 Delivery Service.

- d. Cannabis Establishments shall comply with the Act, the regulations of the Commission, and the Township Code, including without limitation the Zoning Code, the Building Code, and the Housing and Property Maintenance Code, at all times.
- e. With the exception of loading activities incidental to the operation of the Cannabis Establishment, all operations shall occur indoors, within the enclosed licensed building, except as otherwise authorized for licensed Class 6 Delivery Services only.
- f. All Cannabis Establishments shall at all times adhere to the safety and security standards and plan established and approved by the Commission, including the requirements for the maintenance of a security system that meets State law requirements. In addition, all Cannabis Establishments shall also comply with the below provisions. The Vernon Township Chief of Police shall make the determination as to whether Cannabis Establishments are in compliance with the following provisions:
 1. Cannabis Establishments shall have security systems in place, along with a continuous recording system that records for a minimum 30-day archive. This system shall be shared with the Vernon Township Police Department via web browser providing direct access to real-time and archived video.
 2. Cannabis Establishments shall provide the Vernon Township Police Department with the name and telephone number of one staff person to notify during operating hours, and the name and cellphone number of at least two staff persons to notify after operating hours regarding suspicious activity.
 3. Outside areas of the premises shall be well-illuminated for safety and security, but not in a way that is counter to Township Code requirements for outdoor lighting and screening, or in a way that is obtrusive to pedestrians, drivers or other users of the public right-of-way.
 4. All cannabis in whatever form stored at the permitted premises shall be kept in a secure manner and shall not be visible from outside the permitted premises, nor shall it be processed, exchanged, displayed or dispensed outside the confines of the licensed structure of the premises. No cannabis products shall be visible from a public sidewalk, public street or right-of-way, or any other public place.
 5. Cannabis Establishments shall properly dispose of all materials and other substances in a safe and sanitary manner in accordance with local and State laws, including the rules and regulations of the Commission.
 6. Cannabis Establishments shall be equipped with ventilation systems sufficient in type and capacity to eliminate cannabis odors emanating from the interior to the exterior of

the premises discernible by the ordinary senses. The ventilation system shall be inspected and approved by the Township Construction Official.

7. The hours of operation for all Cannabis Establishments shall be limited to 9:00 a.m. to 10:00 p.m. Eastern Standard Time.
8. Cannabis Establishments shall post conspicuous signage inside and outside the building that consumption of cannabis is prohibited anywhere on the premises, including the parking area and inside vehicles in the parking area.
9. Prohibition on Mobile Structures. Each Cannabis Establishment shall at all times conduct business within the confines of a licensed premises. No Cannabis Establishment shall be housed or operated in a vehicle or any movable or mobile structure. Nothing herein shall be deemed to apply to or otherwise conflict with the statutory and regulatory provisions applicable to Cannabis Delivery Service holding a valid and current license issued by the New Jersey Cannabis Regulatory Commission

§ 13-8 Local Cannabis Transfer and User Taxes.

- a. Establishment of Transfer and User Tax. Pursuant to section 40 of the Act, N.J.S.A. 40:481-1a(1), the following user and transfer taxes are hereby established on all Cannabis Establishments operating within the Township, at the maximum amount as permitted by the laws of the State of New Jersey or the amounts set forth below, whichever is greater:
 1. A transfer tax of 2% shall be imposed on the gross receipts from each sale of all cannabis and cannabis items by any cannabis cultivator, manufacturer, or retailer; a transfer tax of 1% shall be imposed on the gross receipts from each sale of all cannabis and cannabis items by any cannabis wholesaler.
 2. The transfer tax shall be stated, charged and shown separately on any sales slip, invoice, receipt or other statement or memorandum of the price paid or payable or equivalent value of the transfer for the cannabis or cannabis item.
 3. The transfer tax shall be in addition to any other tax or fee imposed pursuant to statute or local ordinance or resolution by any governmental entity with regard to cannabis.
 4. In addition, there shall be a 2% user tax imposed on any concurrent license holder operating more than one Cannabis Establishment.
 5. The user tax shall be imposed on the value of each transfer or use of cannabis or cannabis items not otherwise subject to the transfer tax imposed on the license holder's business that is located in the Township to any other of the license holder's businesses, whether located in this municipality or any other municipality.
 6. The user tax shall be in addition to any other tax or fee imposed pursuant to statute or

local ordinance or resolution by any governmental entity with regard to cannabis.

7. Any transaction for which the user or transfer tax hereinabove is imposed, is exempt from the tax imposed under the Sales and Use Tax Act, except for those which generate receipts from the retail sales by cannabis retailers in the case that the retail sale of cannabis should become legal in the Township.
 8. A total of 15% of the funds received from the user taxes in this section will be designated for training and equipment for the Vernon Township Police Officers, Drug Recognition Experts and associated costs, and substance abuse programs.
 9. A total of 10% of the funds received from the user taxes in this section will be designated to the Municipal Planning and Zoning Department for administration and enforcement purposes.
- b. Remittance of Cannabis Taxes; Delinquencies.
1. All transfer and user taxes collected by any Cannabis Establishment pursuant to this Chapter shall be remitted to the Township's Chief Financial Officer on a monthly basis.
 2. Delinquent taxes. If the transfer tax or user tax is not paid when due, the unpaid balance, and any interest accruing thereon, shall be a lien on the parcel of real property comprising the Cannabis Establishment's premises.
 3. The lien shall be superior and paramount to the interest in the parcel of any owner, lessee, tenant, mortgagee, or other person, except the lien of municipal taxes, and shall be on a parity with and deemed equal to the municipal lien on the parcel for unpaid property taxes due and owing in the same year.
 4. The Township shall file in the office of its Tax Collector a statement showing the amount and due date of the unpaid balance of cannabis taxes and identifying the lot and block number of the parcel of real property that comprises the delinquent Cannabis Establishment's premises. The lien shall be enforced as a municipal lien in the same manner as all other municipal liens are enforced.
 5. Failure of the Cannabis Establishment to make full payment of the user and transfer taxes hereinabove imposed shall be grounds for the immediate revocation and/or termination of any local annual cannabis license and/or any local annual cannabis license shall not be renewed unless until all outstanding user and transfer taxes are paid in full. All user and transfer taxes shall also be paid should the licensee make application to the Vernon Township Planning Board and/or the Vernon Township Land Use Board.

§ 13-9 Corporate Designee Contact.

All Cannabis Establishments operating within the Township shall be required to designate

a corporate representative of the business who shall be available 24 hours daily to serve as the primary person of contact for the business, and shall have full authority to make decisions on behalf of the business in the event of an emergency. The Cannabis Establishment shall provide the up-to-date direct telephone and email contact information for the corporate representative to the Township Police Department and the Township Administrator and shall assure that such contact information remains current at all times. At a minimum, the corporate representative shall be responsible to respond to the Township in the event of a report of criminal activity, adverse odor event, or any suspected violation of applicable State and/or local laws.

§ 13-10 Civil Fines and Penalties.

- a. Any person(s), firm(s), business(es), corporation(s) and/or other organization(s), including any licensed Cannabis Establishment, found in violation of any provision(s) of the Township Code shall be subject to a civil fine and penalty not exceeding \$2,000, in accordance with the Township Code.
- b. Any violation of the Township Code by a licensed Cannabis Establishment may be grounds for revocation and/or nonrenewal of any issued local annual cannabis license. Upon reasonable notice to the licensee by the Township Administration, a hearing shall be conducted before the Township Council to decide whether sufficient grounds exist to revoke any and all classes of local annual cannabis licenses issued to the licensee. The licensee may be permitted to be represented by legal counsel during the hearing, to present evidence, testimony and witnesses.
- c. Each and every day any person(s), firm(s), business(es), corporation(s) and/or other organization(s), including any licensed Cannabis Establishment, remains in violation of the provisions of the Township Code after the deadline for compliance set forth in any notice of violation issued by the enforcing officer(s) of the Township, shall be considered a continuing violation punishable as a separate and distinct offense and subject to a separate civil fine and penalty for each and every day the violation continues.
- d. The Municipal Court or Superior Court shall have jurisdiction to hear and decide any action(s) brought to enforce the provisions of the Township Code, the hearing for which shall be conducted in a summary manner pursuant to N.J.S.A. 2B12-16a, and any final order imposing fines and penalties for a violation of this code shall be enforceable in the Municipal Court or Superior Court and collectible as a lien against the property of the violator in accordance with the Penalty Enforcement Law of 1999, N.J.S.A. 2A:58-10 et seq.

SECTION 2.

SEVERABILITY AND REPEALER

Should any part or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Ordinance as a whole or any part thereof other than the part held invalid.

SECTION 3.

NOTICE

The Township Clerk is directed to give notice at least ten (10) calendar days prior to the hearing on the adoption of this Ordinance to the County Planning Board and to all others entitled pursuant to the provisions of N.J.S.A. 40:55D-15. Upon the adoption of this Ordinance, after public hearing, the Township Clerk is further directed to publish notice of the passage and to file a copy of this Ordinance, as finally adopted, with the Sussex County Planning Board, as required by N.J.S.A. 40:55D-16.

SECTION 4.

EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption and publication in accordance with law.

New Jersey Statutes Annotated
Title 24. Food and Drugs
Subtitle 1. Food and Drugs (Refs & Annos)
Chapter 6I. Cannabis (Refs & Annos)

N.J.S.A. 24:6I-42

24:6I-42. Class 5 Cannabis Retailer license; application and criminal background checks; requirements for license; fees; issuance, revocation, and suspension of licenses; display on premises; reporting requirements; cannabis consumption area endorsement

Effective: February 22, 2021

[Currentness](#)

Class 5 Cannabis Retailer license.

A cannabis retailer shall have a Class 5 Cannabis Retailer license issued by the commission for the premises at which cannabis items are retailed, which may include purchase orders for off-premises delivery by a certified cannabis handler working for or on behalf of the cannabis retailer, or consumer purchases to be fulfilled from the retail premises that are presented by a cannabis delivery service with a Class 6 Cannabis Delivery Service license and which will be delivered by the cannabis delivery service to that consumer. The commission shall determine the maximum number of licenses, of which at least 35 percent shall be conditional licenses issued pursuant to subparagraph (a) of paragraph (2) of subsection b. of section 19 of [P.L.2021, c. 16 \(C.24:6I-36\)](#), and at least 10 percent of the total number of licenses and conditional licenses shall be designated for and only issued to microbusinesses pursuant subsection f. of that section. Providing there exist qualified applicants, the commission shall issue a sufficient number of licenses to meet the market demands of the State, and may, as authorized by paragraph (1) of subsection a. of section 18 of [P.L.2021, c. 16 \(C.24:6I-35\)](#), accept new applications for additional licenses as it deems necessary to meet those demands.

a. To hold a Class 5 Cannabis Retailer license under this section, a cannabis retailer:

(1) Shall apply for a license in the manner described in section 18 of [P.L.2021, c. 16 \(C.24:6I-35\)](#);

(2) Shall have at least one significantly involved person who has resided in this State for at least two years as of the date of the application, and provide proof that this person and any other person with a financial interest who also has decision making authority for the cannabis retailer listed on an application submitted under section 18 of [P.L.2021, c. 16 \(C.24:6I-35\)](#) is 21 years of age or older;

(3) Shall meet the requirements of any rule adopted by the commission under subsection b. of this section; and

(4) Shall provide for each of the following persons to undergo a criminal history record background check: any owner, other than an owner who holds less than a five percent investment interest in the cannabis retailer or who is a member of a group that holds less than a 20 percent investment interest in the cannabis retailer and no member of that group holds more than a five

percent interest in the total group investment, and who lacks the authority to make controlling decisions regarding the cannabis retailer's operations; any director; any officer; and any employee.

(a) Pursuant to this provision, the commission is authorized to exchange fingerprint data with and receive criminal history record background information from the Division of State Police and the Federal Bureau of Investigation consistent with the provisions of applicable State and federal laws, rules, and regulations. The Division of State Police shall forward criminal history record background information to the commission in a timely manner when requested pursuant to the provisions of this section;

(b) Each person shall submit to being fingerprinted in accordance with applicable State and federal laws, rules, and regulations. No check of criminal history record background information shall be performed pursuant to this section unless a person has furnished his written consent to that check. A person who refuses to consent to, or cooperate in, the securing of a check of criminal history record background information shall not be considered for licensure as a retailer. Each person shall bear the cost for the criminal history record background check, including all costs of administering and processing the check;

(c)(i) With respect to determining whether any conviction of a person contained in the criminal history record background check should disqualify an applicant for a Class 5 Cannabis Retailer license, the commission shall not take into consideration any conviction for a crime or offense that occurred prior to the effective date of [P.L.2021, c. 16 \(C.24:6I-31 et al.\)](#)¹ involving a controlled dangerous substance or controlled substance analog as set forth in paragraph (11) or (12) of subsection b., or subparagraph (b) of paragraph (10) of subsection b. of [N.J.S.2C:35-5](#), or paragraph (3) or (4) of subsection a. of [N.J.S.2C:35-10](#), or any similar indictable offense under federal law, this State's law, or any other state's law, or for any conviction under federal law for conduct involving cannabis or a cannabis item that is authorized by [P.L.2021, c. 16 \(C.24:6I-31 et al.\)](#). Additionally, the commission shall not take into consideration any other prior conviction, unless that conviction is for an indictable offense under federal law, other than a conviction for conduct involving cannabis or a cannabis item that is authorized by [P.L.2021, c. 16 \(C.24:6I-31 et al.\)](#), or under this State's law, or any other state's law that is substantially related to the qualifications, functions, or duties for which the license is required, and not more than five years have passed since the date of that conviction, satisfactory completion of probation or parole, or release from incarceration, whichever is later. In determining which indictable offenses are substantially related to the qualifications, functions, or duties for which the license is required, the commission shall at least consider any conviction involving fraud, deceit, or embezzlement, and any conviction for [N.J.S.2C:35-6](#), employing a minor in a drug distribution scheme, or similar indictable offense in this or another jurisdiction involving the use of a minor to dispense or distribute a controlled dangerous substance or controlled substance analog;

(ii) The commission may approve an applicant for a Class 5 Cannabis Retailer license after conducting a thorough review of any previous conviction of a person that substantially related to the qualifications, functions, or duties for which the license is required that is contained in the criminal history record background information, and this review shall include examining the nature of the indictable offense, the circumstances at the time of committing the offense, and evidence of rehabilitation since conviction. If the commission determines that the reviewed conviction should not disqualify the applicant, the applicant may be approved so long as the applicant is otherwise qualified to be issued the license; and

(d) Upon receipt and review of the criminal history record background information from the Division of State Police and the Federal Bureau of Investigation, the commission shall provide written notification to the applicant of the qualification or disqualification for a Class 5 Cannabis Retailer license.

If the applicant is disqualified because the commission determined that a person has a disqualifying conviction pursuant to the provisions of this section, the conviction that constitutes the basis for the disqualification shall be identified in the written notice.

(e) The Division of State Police shall promptly notify the commission in the event that an individual who was the subject of a criminal history record background check conducted pursuant to this section is convicted of a crime or offense in this State after the date the background check was performed. Upon receipt of that notification, the commission shall make a determination regarding the continued eligibility for the applicant, or following application, for the licensee, to hold a Class 5 Cannabis Retailer license.

b. The commission shall adopt rules that:

(1) Provide for the annual renewal of the Class 5 Cannabis Retailer license;

(2) Establish application, licensure, and renewal of licensure fees for a cannabis retailer in accordance with paragraph (2) of subsection a. of section 18 of P.L.2021, c. 16 (C.24:6I-35); and

(3) Require a cannabis retailer to meet any public health and safety standards, industry best practices, and all applicable regulations established by the commission related to the retailing of cannabis items.

c. Fees adopted under subsection b. of this section:

(1) Shall be in the form of a schedule that imposes a greater fee for premises with more square footage; and

(2) Shall be deposited in the “Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Fund” established under section 41 of P.L.2021, c. 16 (C.24:6I-50).

d. (1) The commission shall issue or deny issuance of a Class 5 Cannabis Retailer license or conditional license in accordance with the procedures set forth in section 18 of P.L.2021, c. 16 (C.24:6I-35).

(2) The commission may suspend or revoke a Class 5 Cannabis Retailer license or conditional license to operate as a cannabis retailer for cause, which shall be considered a final agency action for the purposes of the “Administrative Procedure Act,” P.L.1968, c. 410 (C.52:14B-1 et seq.) and shall be subject only to judicial review as provided in the Rules of Court.

e. A person who has been issued a license or conditional license shall display the license or conditional license at the premises at all times when cannabis is being retailed.

f. As required by the commission in regulation, a licensee or conditional licensee shall report required changes in information about the licensee to the commission within the time specified by the commission.

g. Subject to receiving an endorsement pursuant to section 28 of P.L.2019, c. 153 (C.24:6I-21):

(1) A licensed cannabis retailer may operate a cannabis consumption area at which the on-premises consumption of cannabis items either obtained from the retailer, or brought by a person to the consumption area, may occur.

(2) Each licensed cannabis retailer may operate only one cannabis consumption area.

(3) The cannabis consumption area shall be either (a) an indoor, structurally enclosed area of the licensed cannabis retailer that is separate from the area in which retail sales of cannabis items occur or (b) an exterior structure on the same premises as the retailer, either separate from or connected to the retailer.

(4) A Class 5 Cannabis Retailer licensee that has been approved for a cannabis consumption area endorsement may transfer cannabis items purchased by a consumer in its retail establishment to that consumer in its cannabis consumption area. The Class 5 Cannabis Retailer licensee shall not transfer to the consumption area an amount of cannabis items that exceed the limits established by the commission.

Credits

L.2021, c. 16, § 25, eff. Feb. 22, 2021, (contingent operative date).

Editors' Notes

OPERATIVE EFFECT

<For operative effect of L.2021, c. 16, see § 87 of that act.>

Footnotes

1 L.2021, c. 16, eff. Feb. 22, 2021 (contingent operative).

N. J. S. A. 24:6I-42, NJ ST 24:6I-42

Current with laws through L.2023, c. 171 and J.R. No. 15.

TOWNSHIP OF VERNON

ORDINANCE #24-03

ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING CHAPTER 52 SECTION 9-D OF THE TOWNSHIP CODE ENTITLED "DUTIES OF FIRE COMMISSIONER/DEPUTY COMMISSIONER"

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

Chapter 52 Section 9-D of the Township Code, Township of Vernon, County of Sussex shall be amended to read as follows:

D. Duties of Fire Commissioner/Deputy Commissioner

~~1. Be the liaison officer between the Fire Chiefs Association and the Mayor.~~

1. Be the Administrative Department Head of the Division of Fire Suppression.

2. Give advice to and coordinate activities with each of the Township Fire companies. They shall exercise control at a company fire or other emergency only if requested to do so by the company officer in charge of the emergency. They may act on behalf of a company in the event of a fire or other emergency when no other qualified officer or a member of the company, capable of exercising control, is present.

3. Serve as Fire Coordinator under emergency management.

4. Report to the Mayor on the conditions and locations of all Township-owned property, which is assigned to the fire companies.

5. Maintain a record of all fire-company-owned property for which the Township has assumed the responsibility of maintenance.

6. Neither the Fire Commissioner, nor the Deputy Fire Commissioner, shall have the authority to spend any budgetary monies without prior approval of the Fire Chiefs Association.

7. The Deputy Fire Commissioner shall assist a Fire Commissioner in the discharge of all his duties. In the absence of the Fire Commissioner, the Deputy Fire Commissioner shall act in his place with all the powers and duties of the Fire Commissioner.

This Ordinance shall take effect immediately as provided by law.

Chapter 52. Division of Fire Suppression

§ 52-9. Fire Commissioner; Deputy Fire Commissioner.

- A. The Fire Commissioner shall be elected by the Fire Chiefs Association. Based upon the results of this election, they shall be submitted to the Mayor for confirmation of this appointment and shall serve for a term of two years, effective January 1 of even-numbered years, and who shall report to the Chiefs Association.
- B. The Deputy Fire Commissioner shall be elected by the Fire Chiefs Association. Based upon the results of this election, they shall be submitted to the Mayor for confirmation of this appointment and shall serve for a term of two years. They shall be appointed for a term of two years, effective January 1 of odd-numbered years, and shall report to the Chiefs Association.
- C. Qualifications. The Fire Commissioner or Deputy Fire Commissioner shall:
- (1) Be a former or current Chief of one of the four volunteer fire companies. They cannot hold a position of political office within the Township. They cannot be currently employed by the Township, with the exception of the position of firefighter.
 - (2) Be active in the affairs of the Fire Chiefs Association and an attendee of at least 50% of their meetings during the year preceding appointment.
 - (3) Be an active member of their respective companies in good standing. They shall meet a minimum of 30% of their company calls and 50% of their company drills.
 - (4) Have been elected by the Fire Chiefs Association with the support of at least three of the four member companies. In the event of a tie, the outgoing Fire Commissioner or Deputy Fire Commissioner shall cast the deciding vote.
 - (5) Vacancies in an office shall be filled for the remainder of the current term by a special election held within the Fire Chiefs Association in accordance with the bylaws of the Fire Chiefs Association. In the event of a tie vote, the deciding vote shall be cast by an ex-chief of the host company where the special election is held by the Fire Chiefs Association.
 - (6) The Fire Commissioner and Deputy Fire Commissioner cannot be from the same volunteer fire company.
- D. Duties of Fire Commissioner/Deputy Commissioner:
- (1) Be the liaison officer between the Fire Chiefs Association and the Mayor.
 - (2) Give advice to and coordinate activities with each of the Township Fire companies. They shall exercise control at a company fire or other emergency only if requested to do so by the company officer in charge of the emergency. They may act on behalf of a company in the event of a fire or other emergency when no other qualified officer or a member of the company, capable of exercising control, is present.
 - (3) Serve as Fire Coordinator under emergency management.
 - (4) Report to the Mayor on the conditions and locations of all Township-owned property, which is assigned to the fire companies.

- (5) Maintain a record of all fire-company-owned property for which the Township has assumed the responsibility of maintenance.
- (6) Neither the Fire Commissioner, nor the Deputy Fire Commissioner, shall have the authority to spend any budgetary monies without prior approval of the Fire Chiefs Association.
- (7) The Deputy Fire Commissioner shall assist a Fire Commissioner in the discharge of all his duties. In the absence of the Fire Commissioner, the Deputy Fire Commissioner shall act in his place with all the powers and duties of the Fire Commissioner.

E. Removal of the Fire Commissioner and/or the Deputy Fire Commissioner.

- (1) The Fire Chiefs Association may rescind its approval of the Fire Commissioner, or Deputy Fire Commissioner, by a vote of three of the four member companies, for just cause. The Mayor shall confirm this decision within 15 days; however, if the Mayor disagrees with the removal, he will have the right to address the Fire Chiefs Association and request a new vote. If the result is the same after the second vote, the Mayor shall act on the decision and confirm the removal.
- (2) The Mayor shall act on a recommendation from the Fire Chiefs Association, pursuant to Subsection **E(1)** of this section.