



**VERNON TOWNSHIP COUNCIL  
MEETING AGENDA  
EXECUTIVE SESSION AT 6:00 PM  
MARCH 13, 2023 AT 7:00 PM**

**1. CALL TO ORDER**

- 2. STATEMENT:** Adequate notice of this meeting has been provided to the public and the press on January 6, 2023 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 #23-82** – Resolution to Enter into Executive Session Potential Legends Property Condemnation

**AT 7:00 PM**

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**1. CALL TO ORDER**

- 2. STATEMENT:** Adequate Notice of this Regular Meeting was provided to the public and the press on January 6, 2023 and was posted at the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A.10:4-7.

**3. SALUTE TO THE FLAG**

**4. ROLL CALL**

**5. PUBLIC COMMENTS (For Current Agenda Items Only, Limited to 3 Minutes Per Person)**

**6. ITEMS FOR DISCUSSION**

Traffic Controls for Street and Highway Construction and Maintenance Operations  
Ad Hoc Charter Study Committee  
RevolutionNJ – Committee

**7. REVIEW OF BILLS LIST**

**9. CONSENT AGENDA**

**Resolution #23-83:** Resolution Accepting the Competition of Road Improvements Project to Various Streets within Vernon Township

**Resolution #23-84:** Resolution Accepting the Completion of Road Improvements Project to Old Coach Road & Pleasant Valley Drive

**Resolution #23-85:** Authorizing Acceptance of Grant in the Amount of \$149,000.00 from the New Jersey Highlands Council for Development of Vernon Township Lake/Watershed Management Plan

**Resolution #23-86:** Authorize the Award of A Professional Services Contract with Chris L. Mikolajczyk, CLM, of Princeton Hydro, LLC for Lake/Watershed Management Plan in a Required Disclosure Manner

**Resolution #23-87:** Emergency Temporary Appropriations

**Resolution #23-88:** Authorizing Contract with Microsystems-NJ, LLC for the Year 2023 in the Amount Not to Exceed \$12,000.00

**Resolution #23-89:** A Resolution Authorizing Acceptance of Grant Funds from Sussex County for the Town Center Greenway – Black Creek Project

**Resolution #23-90:** Resolution to Increase Change Fund

**Resolution #23-91:** A Resolution Expressing Community Support for paving of Town Center Trail for Accessibility to Seniors and Individuals with Disabilities

**Resolution #23-92:** A Resolution Expressing Community Support for Water and Wastewater Infrastructure Projects

## 10. INTRODUCTION OF ORDINANCES

**Ordinance #23-09:** Ordinance of the Township of Vernon, County of Sussex, State of New Jersey, Amending Section 330-186 Entitled “Cannabis Retailers” to Update Eligible Location for Cannabis Retailers

## 11. PUBLIC HEARING/2<sup>ND</sup> READING OF ORDINANCE

**Ordinance #23-05:** Ordinance of the Township of Vernon, County of Sussex, State of New Jersey, to Repeal and Replace Chapter 170 of the Municipal Code Entitled “Cable Television and Communications” and to Grant Municipal Consent for the Operations of a Cable Television System Within the Township of Vernon, New Jersey to CSC TKR, LLC

**Ordinance #23-06:** Ordinance of the Township of Vernon, County of Sussex, State of New Jersey, Amending Chapter 5, Article X Entitled” Department of Public Works” to Create the Position of Assistant Director of Public Works and Director of Automotive Services

**Ordinance #23-07:** An Ordinance of the Township of Vernon, County of Sussex and State of New Jersey, Amending and Supplementing Chapter 509, “Taxation,” of the Township Code to Establish Article III, “100% Disabled Veteran Tax Refunds

**Ordinance #23-08:** Ordinance Amending the Salaries for Certain Officers and Employees of the Township of Vernon, County of Sussex, State of New Jersey

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

**13. MAYOR COMMENTS**

**14. COUNCIL COMMENTS**

**15. COUNCIL PRESIDENT COMMENTS**

**16. ADJOURNMENT**



**VERNON TOWNSHIP**

**RESOLUTION #23-82**

**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  
Potential Legends Property Condemnation
- 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 Regular Meeting held on March 13, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						



## Chapter 99. Vehicles and Traffic

### Article XIV. Traffic Controls for Street and Highway Construction and Maintenance Operations

[Added 10-23-2017 by Ord. No. 2017-15]

#### § 99-46. Adoption of Manual on Uniform Traffic control Devices for Streets and Highways.

The Vernon Township Council hereby finds and declares that problems of traffic control when traffic must be moved through or around street construction, maintenance operations, and utility work, above or below ground which requires blocking the street and obstructing the normal flow of traffic; and that such obstructions are or can become dangerous when not properly controlled. In order to better promote the public health, safety, peace and welfare, it is necessary to establish controls and regulations directed to the safe and expeditious movement of traffic through and around construction and maintenance zones and provide safety for the work forces performing these operations.

#### § 99-47. Adoption of Standards.

The Township of Vernon; in the County of Sussex; in the State of New Jersey does hereby adopt the current Manual on Uniform Control Devices for Streets and Highways hereafter known as the M.U.T.C.D., except as hereby supplemented and amended, as it controls and regulates whenever construction, maintenance operations or utility work obstructs the normal flow of traffic. Any person, contractor, utility that fails to comply with the provisions of the M.U.T.C.D. while performing such work is in violation of this section.

#### § 99-48. Pre-Construction Meetings.

It shall be the responsibility of the person, contractor, or in the case of a public utility as required under the public utility agreement, wishing to conduct work on, under or above the roadway to contact the Vernon Township Police Department in order to arrange a pre-construction meeting to submit plans for the safe movement of traffic during such period of construction of work. Any person, contractor or utility who fails to comply with this section prior to the start of such work or whose plans are not approved by the Vernon Township Police Department is in violation of this section. In some circumstances, it may be required that a Traffic Control Plan (hereinafter "T.C.P.") be provided to the Vernon Township Police Department. Such requirement will be determined by the Chief of Police or his designee.

#### § 99-49. Hazardous Conditions.

A person, entity, contractor or utility wishing to conduct work on, under or above any roadway within Vernon Township shall provide the Vernon Township Police Department Traffic Safety Bureau with at least two (2) emergency contact phone numbers to be called in case of emergency problems at the construction or maintenance site, or arising from the construction or maintenance being performed, prior to the start of any work. If for any reason an emergency contact cannot be reached, or if the emergency contact person does not respond in a timely manner to the call from the Vernon Township Police Department to correct a hazardous condition, the Township of Vernon may respond to such hazardous conditions. The reasonable fees for such emergency service by the Township shall be charged to the person, entity, contractor or public responsible for such conditions.

## § 99-50. Hiring of Off Duty Police Officers.

- A. Any person, entity, contractor, sub-contractor or utility wishing to conduct work on, under or above any roadway within Vernon Township, which is anticipated to take longer than two (2) hours, shall be required to hire off duty Vernon Township police officers when determined by the Vernon Township Chief of Police (or his designee) to be necessary to ensure compliance with the MUTCD, as well as to safely control traffic through the work zone.
- B. The Vernon Township Police Department shall be contacted at least 48 hours before starting work to arrange for the hiring of off duty police officers.
- C. All work on, under or over any roadway within Vernon Township which is anticipated to take less than two hours may be controlled with civilian flagmen, unless off duty officers are deemed necessary and approved by the Vernon Township Chief of Police or his designee. All civilian flagmen shall use proper NJ DOT approved vests, use NJ DOT approved "Stop" and "Slow" paddles and must be educated as to the proper operation of traffic flag controls. If flagmen cannot see each other, they must have walkie-talkie communication between them.
- D. If the work requires any road to be closed to traffic 24 hours a day, the hiring of off duty officers shall only be required when deemed necessary and approved by the Vernon Township Chief of Police or his designee.
- E. For any off-duty work performed by police officers for private persons or entities, a three-hour minimum applies for each officer. A cancellation must be made at least two hours prior to the assignment start time. If any outside service is cancelled with less than two-hour notice, the person or entity will incur a charge of three hours per officer scheduled. The only acceptable notification method for a cancellation will be to contact the Vernon Township Police Department Dispatch Center. No other form of notification (i.e. e-mail, text message, voicemail) is acceptable.  
[Added 7-8-2019 by Ord. No. 19-13]

## § 99-51. Road Closings, Lane Closings and Detours.

Road closings, Lane Closures and/or traffic detours shall not be permitted unless approved by the Vernon Township Chief of Police or his designee. Advance notice of detours must be given to motorists, except in emergent situations. Advance notice of Lane Closings of roadways in Vernon Township shall be posted in accordance with the current M.U.T.C.D. Notice to the Vernon Township Police Department is required before any lane closure.

## § 99-52. Mobile Operations.

Mobile Operations shall not be permitted unless approved by the Vernon Township Chief of Police or his designee. Advance notice to the Vernon Township Police Department of Mobile Operations is required in all circumstances. Any mobile operation shall be in accordance with the current MUTCD.

For the purpose of this article, a Mobile Operation shall be defined as any work on the roadways in the Township of Vernon, which begins in one location and is moved throughout the work day on any roads within the Township of Vernon (i.e. tree trimming services or pot hole repairs).

## § 99-53. Stop Work.

The Vernon Township Police Department shall have the authority to stop work being performed within the Township, and to require the removal of equipment, vehicles and/or stored material within the right-of-way, or the backfilling of open excavations and/or other related work, in order to abate any nuisance and/or safety hazard, or for any violation of this chapter.

## § 99-54. Hours.

There shall be no construction, maintenance operations, or utility work on any roadway in the Township of Vernon before 9:00 a.m. or after 4:00 p.m. This time limit may be adjusted to permit work prior to 9:00 a.m. or after 4:00 p.m. by the Vernon Township Chief of Police or his designee. If it determined by the Vernon Township Police Department that any work outside the set forth hours would substantially delay traffic or cause a safety or health hazard, the work shall not be permitted.



## § 99-55. Site Preparation or Maintenance.

No materials, vehicles or equipment are to be placed in any roadway or sidewalk areas until all construction signs, lights, devices and pavement markings are installed and approved. All construction signs that will not apply during construction, such as "Flagman Ahead" signs after all work has been completed for the day, must be bagged or removed from view of motorists.

## § 99-56. Violations and Penalties.

Unless another penalty is provided by New Jersey statute, every person, entity, contractor or utility convicted of a violation of a provision of this article shall be subject to a fine of not less than \$250. For a second offense and subsequent offenses, upon conviction thereof, pay a fine of not less than \$500. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

## § 99-57. Non-Applicability.

The requirements of this chapter shall not apply to any construction on or maintenance to any roadway located within the Township of Vernon when such construction, maintenance or work is performed by the Township of Vernon, County of Sussex or the State of New Jersey. Non-Applicability does not apply to any sub-contractors employed by the Township of Vernon, County of Sussex or the State of New Jersey.



**TOWNSHIP OF VERNON**

**RESOLUTION #22-286**

**RESOLUTION ESTABLISHING AN AD HOC CHARTER STUDY COMMITTEE TO INVESTIGATE POSSIBLE CHANGES TO THE TOWNSHIP OF VERNON'S FORM OF GOVERNMENT**

**WHEREAS**, in or about November 2010, a referendum was passed by the voters to change the Township of Vernon's ("Township") form of government from a Council-Manager Plan to the Mayor-Council Plan under the Optional Municipal Charter Law; and

**WHEREAS**, the Township subsequently adopted the Mayor-Council Plan and has been operating under this form of government; and

**WHEREAS**, pursuant to N.J.S.A. 40:69A-36 (h), the Township Council is authorized to create ad hoc committees; and


**WHEREAS**, a determination has been made that it would be in the best interests of the Township to form an ad hoc charter study committee to study the feasibility of changing the Township's form of government.

**NOW THEREFORE BE IT RESOLVED** by the Township Council of the Township of Vernon, County of Sussex, State of New Jersey, that Township Council of the Township of Vernon hereby establishes an ad hoc charter study committee to consist of the following members to investigate the feasibility of changing the Township's form of government and report on the matter to the Township Council as a whole, no later than 120 days from the date hereof:

1. 1 or 2 members of the Township Council;
- 2.
- 3.

**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 December 12, 2022 7:00 pm in the Vernon Municipal Center.

  
Marcy Giagattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Buccieri, N			X			
Lynch, B						X
Sparta, B		X	X			
Tadrick, J	X		X			
Rizzuto, P			X			

## Marcy Gianattasio

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**From:** Patrick Rizzuto  
**Sent:** Tuesday, December 13, 2022 11:39 AM  
**To:** Marcy Gianattasio  
**Subject:** Fw: Resolution #22-286 and the Ad Hoc Committee

Please note request to serve. Please establish a file for this venture.

Thanks,  
Pat

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**From:** Mark Heftler [REDACTED]  
**Sent:** Tuesday, December 13, 2022 11:28 AM  
**To:** Patrick Rizzuto <prizzuto@vernontwp.com>  
**Cc:** Natalie Buccieri <nbuccieri@vernontwp.com>; Brian Lynch <blynch@vernontwp.com>; Joseph Tadrick <jtadrick@vernontwp.com>; Bradley Sparta <bsparta@vernontwp.com>  
**Subject:** Resolution #22-286 and the Ad Hoc Committee

Council President Rizzuto,

Thank you for taking the time to have an open discussion on the above-mentioned resolution and corresponding potential change in form of government last night. I had hoped to come away enlightened about the pros and cons of the various forms available, but was satisfied to learn that this element would be the purpose of the *ad hoc* Committee. Given my lack of history in the township, and thus lack of bias for or against any particular form, along with the benefit of a legal background, I would be more than willing to serve on the proposed Committee. Accordingly, kindly accept this email as my formal offer to volunteer for the same.

Thank you for your consideration,

Mark

**Mark J. Heftler, Esq.**  
Arbitrator Relations Counsel  
Forthright Solutions  
[LinkedIn](#)  
Email: [REDACTED]



## **Marcy Gianattasio**

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**From:** Carl Contino [REDACTED]  
**Sent:** Friday, January 6, 2023 6:38 PM  
**To:** Brian Lynch; Patrick Rizzuto; Natalie Buccieri; Howard Burrell; Marcy Gianattasio; Joseph Tadrick; Bradley Sparta  
**Subject:** Committee to Change our Township's Form of Government  
**Attachments:** Carl Contino Volunteer Application .pdf

Hello,

I am interested in being on the committee tasked with researching the possibility of changing the form of government in our town.

As a native Vernon resident who has grown up primarily in the wake of this change, I have no direct memories of the old council-manager format. (I was born in 1999) Because of this, I feel I bring a unique perspective; my entire understanding of this format is based on research and primary sources from the time period, as well as my interactions with other municipalities that use a council-manager form of government.

I also have a good understanding of our township's history and have been an active member in our town's public affairs for the past few years. I feel I would be a good addition to this committee, and hope you will consider me for a seat. I love this town, and to be involved such an important and momentous decision would be an honor.

I already sent in a resume to our municipal clerk and the mayor for my recent appointment to the Committee for Economic Development, but I have attached it again for consideration to this position.

Thank you,

**Carl Contino**  
[REDACTED]

**Marcy Gianattasio**

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**From:** Toni Cilli [REDACTED]  
**Sent:** Saturday, December 31, 2022 9:00 AM  
**To:** Marcy Gianattasio  
**Subject:** Ad Hoc Committee

Good morning Marcy,

I would like my name to be added to residents who are interested in being part of the ad hoc committee regarding the change of government.

I look forward to your reply.

Thank you and Happy New Year,

Toni Cilli

Sent from Yahoo Mail for iPhone

**Marcy Gianattasio**

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**From:** Matthew Conway [REDACTED]  
**Sent:** Monday, February 20, 2023 6:24 PM  
**To:** Marcy Gianattasio  
**Cc:** Natalie Buccierra  
**Subject:** Ad Hoc committee for change of Government

Hello,  
I am writing to request to be put on the committee to gather information to change our form of government. I would like to volunteer in any way the committee needs me.  
Please feel free to reach out to me at your convenience.  
[REDACTED]

Thank You,  
Matthew M. Conway

Member Sussex County Republican Committee, Vernon District 17



**A RESOLUTION OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, NEW  
JERSEY SUPPORTING RevolutionNJ**

**WHEREAS**, Governor Philip Murphy and the New Jersey State Legislature created RevolutionNJ in 2018 to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the founding of the United States, New Jersey's pivotal role in the American Revolution, and the contributions of its diverse peoples to the nation's past, present, and future; and

**WHEREAS**, the New Jersey Historical Commission, under the leadership of Secretary of State Tahesha Way, with its non-profit partner Crossroads of the American Revolution established RevolutionNJ to advance the role that history plays in public discourse, community engagement, education, tourism, and scholarship in New Jersey; and

**WHEREAS**, RevolutionNJ will engage New Jerseyans in all 21 counties and 564 municipalities through its officially recognized programs, initiatives, and events over the next ten years; and

**WHEREAS**, it is fitting and desirable that we commemorate the beginning of the Nation and the role New Jersey played over the past 250 years as well as its present and future role as part of the United States, with particular focus on the individuals, ideas, and events that shaped our Country, State, and Township of Vernon; and

**WHEREAS**, RevolutionNJ will consider the role New Jersey played during the American Revolution when it saw more battles and skirmishes than any other state and was truly the Crossroads of the American Revolution; and

**WHEREAS**, RevolutionNJ will highlight the role New Jerseyans played beyond the battlefield during the American Revolution when people of diverse backgrounds contributed to the development of the State and the Nation in various ways and fought for the right to life, liberty, and the pursuit of happiness; and

**WHEREAS**, preserving, studying, and enjoying state history strengthens communities and builds bonds between New Jersey residents as we work together toward the goals of justice and equality embedded in the United States Constitution;

**NOW, THEREFORE, BE IT RESOLVED**, that the Township of Vernon hereby endorses RevolutionNJ and its mission to advance the role that history plays in public discourse, community engagement, education, tourism and scholarship in New Jersey.

**IT IS FURTHER RESOLVED** that:

1. The Township Council of the Township of Vernon commemorates the 250th anniversary of the establishment of the United States as an independent Nation.
2. The Township Council of Vernon Township authorizes the appointment of a committee to develop a plan for this commemoration that will promote the maximum involvement of our

residents, neighborhoods, businesses, schools, civic organizations, and institutions in the commemorations.

3. The Township Council of Vernon further urges all its residents to reflect upon the significance of this event and the role that our State and its diverse people have played in the history and development of our Nation and to participate in this important commemoration, endeavoring to include the stories of all those whose lives are part of the history of what we now know as New Jersey, and understanding that the revolution continues today as we uphold the revolutionary ideals articulated in our founding documents.

March 9, 2023  
09:04 AM

Township of Vernon  
Check Register By Check Date

Page No: 1

Range of Checking Accts: First to Last      Range of Check Dates: 02/23/23 to 03/08/23  
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	Contract
PO #		Description				
10-001		GENERAL/CENTRAL CHECKING				
59351	03/03/23	ACCT0015 VERNON TWP DEVELOPER'S BONDS A			426	
23-00400		1cpoa2 1 homeowner paid full	409.66			
59353	03/07/23	ACEWA005 ACE WALCO TERMITE & PEST CONTR			427	
23-00220		DPW	70.23			
59354	03/07/23	ALLIE020 ALLIED OIL			427	
23-00216		Municipal Fuel	18,177.45			
59355	03/07/23	AMAZO005 AMAZON.COM LLC			427	
23-00091		SC Program Supplies	70.81			
23-00102		Rec Program Supplies	25.49			
23-00144		Supplies	97.25			
23-00340		Cardstock	41.94			
23-00363		Hanging Rails for File Cabient	41.40			
23-00374		Finance miscellaneous items	437.15			
			714.04			
59356	03/07/23	AMERI040 AMERICAN HOSE & HYDRAULIC CO,			427	
22-00106		Piston Repair	3,934.36			
59357	03/07/23	AMYHA005 AMY HACKETT			427	
23-00356		MAC Grant 2nd Qtr Coordinator	500.00			
59358	03/07/23	ARROW005 ARROW FIRE PROTECTION			427	
22-00169		BACKFLOW TESTING	356.60			
59359	03/07/23	ASSOC020 Associated Appraisal Group Inc			427	
22-00628		2023 Reassessment Blanket	17,200.00			
59360	03/07/23	BOBBI005 BOB & BILL'S SERVICE STATION			427	
23-00147		Towing	650.00			
59361	03/07/23	BRIGH010 BRIGHTSPEED			427	
23-00369		Municipal Phone Services	838.11			
59362	03/07/23	BRIMA005 BRIMAR & SON PLUMBING & HEATIN			427	
22-01256		EMERGENCY - Boiler PD	375.00			
59363	03/07/23	CABLE005 CABLEVISION LIGHTPATH NJ, LLC			427	
23-00337		Municipal Internet Feb 2023	84.00			
59364	03/07/23	CAESA005 CAESARS ATLANTIC CITY			427	
23-00371		Hotel Stay-Chief's Conf.	584.00			
59365	03/07/23	CAMPB010 CAMPBELL SUPPLY CO, LLC,			427	
22-00647		Pump	2,937.21			
23-00135		Supp	453.30			
23-00136		Water Probe	18.41			

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
59365		CAMPBELL SUPPLY CO, LLC,	Continued		
23-00140		Electrical Issues	785.09		
			4,194.01		
59366	03/07/23	CINTA005 CINTAS CORPORATION NO 2			427
23-00339		Municipal AED Maintenance	356.00		
59367	03/07/23	CLUTC005 DOVER BRAKE & CLUTCH			427
22-00133		Parts	395.19		
59368	03/07/23	COUNT045 COUNTY OF SUSSEX			427
23-00094		SC Transportation	4,166.67		
59369	03/07/23	CRYST005 CRYSTAL MOUNTAIN SPRINGS			427
23-00063		WATER COOLER SERVICE	275.71		
59370	03/07/23	DAMST005 JANE DAMSTRA			427
23-00085		SC Mileage Donation Pickup	54.78		
59371	03/07/23	DO000005 WILLIAM J MARION, D.O.			427
23-00098		DPW CDL 2023 Physicals	150.00		
59372	03/07/23	ELIZA005 ELIZABETHTOWN GAS CO			427
23-00345		Gas Serv. Municipal Facilities	4,015.22		
59373	03/07/23	ELIZA015 ELIZABETHTOWN GAS CO			427
23-00324		Release Road Opening Bonds	27,500.00		
59374	03/07/23	ENTER020 ENTERPRISE FLEET MANAGMENT, INC			427
23-00110		Monthly Lease	3,361.64		
23-00321		GPVAC Enterprise Lease	591.94		
			3,953.58		
59375	03/07/23	FEDER015 FEDERAL EXPRESS			427
23-00020		Express Postage	81.64		
59376	03/07/23	FIREA010 FIRE AND SECURITY TECHNOLOGIES			427
23-00095		FIRE EXTINGUISHER SERVICE	1,033.00		
59377	03/07/23	FIREF010 FIREFIGHTER ONE LLC			427
22-01514		TNT Rescue	26,129.20		
59378	03/07/23	FIRST085 FIRST PRIORITY EMERGENCY VEHIC			427
22-00137		Lights on Ladder Truck	6,160.00		
59379	03/07/23	FLEMI005 JOHN T FLEMING			427
23-00123		GUARDRAIL	6,999.00		
59380	03/07/23	GAETA005 GAETA RECYCLING CO., INC			427
23-00082		CONTAINER SERVICE	1,579.00		

March 9, 2023  
09:04 AM

Township of Vernon  
Check Register By Check Date

Check # PO #	Check Date	Vendor Description	Amount Paid	Reconciled/Void	Ref Num Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
59381	03/07/23	GEORG020 GEORGE ALAKPA			427
	23-00297	TOTALLY DISABLED VETERAN REFUN	6,404.94		
59382	03/07/23	GIANA005 MARCY GIANATTASIO			427
	23-00398	Zoom webinar 2/25/23-3/24/23	58.63		
59383	03/07/23	GRANI005 GRANICUS, LLC			427
	23-00360	STR Registration Program	6,734.48		
59384	03/07/23	HAROL005 HAROLD E PELLOW AND ASSOC, INC		03/07/23 VOID	0
59385	03/07/23	HAROL005 HAROLD E PELLOW AND ASSOC, INC			427
	23-00317	Highlands Exemption Engineer	313.50		
	23-00393	Engineering Road Projects	771.88		
	23-00394	Engineering LDP Inspections	3,902.28		
			<u>4,987.66</u>		
59386	03/07/23	HERAL005 NEW JERSEY HERALD			427
	22-00279	Legal Advertising 2022 #715628	49.14		
	23-00119	Legal Advertising	92.82		
	23-00175	Legal Advertising	100.71		
			<u>242.67</u>		
59387	03/07/23	HHAUT005 H & H AUTO PARTS OF VERNON		03/07/23 VOID	0
59388	03/07/23	HHAUT005 H & H AUTO PARTS OF VERNON			427
	23-00114	Battery	824.22		
	23-00121	Auto Supplies	2,965.39		
			<u>3,789.61</u>		
59389	03/07/23	HIGHL025 HIGHLAND LAKES VOLUNTEER FIRE			427
	23-00359	Fire Dept Reimbursements Jan23	4,687.74		
59390	03/07/23	INTEG010 INTEGRATED MICRO SYSTEMS, INC			427
	23-00389	IT Services March 2023	2,400.00		
59391	03/07/23	JCALD005 J. CALDWELL & ASSOCIATES LLC			427
	23-00334	Planner Services Jan 2023	585.00		
59392	03/07/23	JCPL0005 JCP&L			427
	23-00346	Electric Muni Facil Dec 2022	8,964.80		
59393	03/07/23	JCPLH005 JCP&L			427
	23-00370	Holiday Lighting Electric	1,765.14		
59394	03/07/23	JDSAL005 NEXGEN POWER EQUIPMENT INC			427
	23-00162	Recycler charge	225.00		
59395	03/07/23	KEYTE005 KEY TECH			427
	22-01549	old Coach Rd -Core Sampling	2,340.00		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
59395		KEY TECH	Continued		
		22-01550 LounsberryHollow Core Sampling	2,126.00		
			<u>4,466.00</u>		
59396	03/07/23	KUIKE005 KUIKEN BROTHERS CO., INC.			427
		23-00302 Building Supplies	108.61		
59397	03/07/23	KUNZO005 APRIL A KUNZ-OLEKSY			427
		23-00087 SC Exercise Programs	480.00		
59398	03/07/23	LAWSO010 LAWSON PRODUCTS			427
		23-00166 Wire	72.17		
59399	03/07/23	MCAFE005 MC AFEE FIRE DEPT.			427
		23-00357 Reimburse Monthly Jan 2023	3,646.70		
59400	03/07/23	MCAFE010 MC AFEE HARDWARE CO., INC.		03/07/23 VOID	0
59401	03/07/23	MCAFE010 MC AFEE HARDWARE CO., INC.			427
		22-00093 Materials & Supplies	160.16		
		22-00177 Ice Melt	329.80		
		22-00784 Election Equipment	317.26		
		23-00028 Supplies	185.75		
		23-00030 Supplies	142.99		
		23-00035 Supplies	23.47		
		23-00126 Bolts	26.49		
			<u>1,185.92</u>		
59402	03/07/23	MCICO005 MCI COMMUNICATIONS SERVICES, I			427
		23-00342 Long Distance Services Jan 23	1,035.00		
59403	03/07/23	MONTA015 MONTAGUE TOOL & SUPPLY			427
		23-00127 Filters	210.72		
59404	03/07/23	NETWO015 Verizon Connect (NETWORKFLEET)			427
		22-00042 Service Contract Police GPS	36.00		
		23-00045 Network Fleet	113.70		
			<u>149.70</u>		
59405	03/07/23	NIELS005 NIELSON FORD INC			427
		23-00129 Hitch wiring	112.82		
59406	03/07/23	NJREC005 NJ RECREATION & PARK ASSOC			427
		23-00231 2023 NJRPA Conference	524.00		
59407	03/07/23	NJSTA010 NJ ST ASSOC OF POLICE CHIEFS			427
		23-00311 2023 Membership Dues	275.00		
		23-00368 111th Annual Training Conf.	425.00		
			<u>700.00</u>		
59408	03/07/23	NJSTL005 NJ ST LEAGUE OF MUNICIPALITIES			427
		23-00196 Employment Advertisements	115.00		

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Township of Vernon  
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Check # PO #	Check Date	Vendor Description	Amount Paid	Reconciled/Void	Ref Num Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
59409	03/07/23	NORTH015 NORTH EAST PARTS GROUP LLC			427
		23-00130 Auto Parts	135.46		
59410	03/07/23	NORTH050 NORTHEAST COMMUNICATIONS INC			427
		22-00955 NextGen 911	20,000.00		
		22-01515 Radios	16,775.00		
		23-00042 Police Matintenance	110.00		
			<u>36,885.00</u>		
59411	03/07/23	OPTIM005 Optimum			427
		23-00047 Police Cable	9.95		
		23-00310 DPW & Sr Ctr Cable Services	34.85		
			<u>44.80</u>		
59412	03/07/23	OTISE005 OTIS ELEVATOR COMPANY			427
		23-00084 ELEVATOR SERVICE	200.00		
59413	03/07/23	PASS0005 NJ E-Z PASS			427
		23-00313 Police E-Z Pass Replenishment	150.00		
59414	03/07/23	PASSA030 PASSAIC BERGEN WATER SOFTENING			427
		23-00309 Refund for Permit	75.00		
59415	03/07/23	PENTE005 PENTELEDATA LP			427
		23-00365 Municipal Cable Serv Feb 2023	507.80		
59416	03/07/23	PETRO015 Petro-Mechanics, Inc.			427
		22-01710 Fuel Keys for Municipal Use	236.25		
59417	03/07/23	PITNE010 PITNEY BOWES SUPPLY LINE			427
		23-00251 Postage Machine Lease R#22-225	975.57		
59418	03/07/23	PWANJ005 PWANJ			427
		23-00230 Membership	75.00		
		23-00320 2023 exposition	80.00		
			<u>155.00</u>		
59419	03/07/23	RADON005 RADON TESTING CORPORATION OF A			427
		23-00279 RADON TESTING KITS	2,000.00		
59420	03/07/23	REGIS005 REGISTRARS ASSOC OF NJ			427
		23-00211 2023 Membership	50.00		
59421	03/07/23	ROUTE005 ROUTE 23 AUTO MALL LLC			427
		23-00133 Supplies	72.53		
59422	03/07/23	SCHEN010 SCHENCK PRICE SMITH & KING LLP			427
		23-00333 Tax Appeal Legal Serv Jan 2023	2,210.25		
59423	03/07/23	SCOTT015 SCOTT GASKILL			427
		23-00348 Website Design & Maint 2023	2,650.00		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
59424	03/07/23	SIMPS005 SIMPSON ROOFING LLC			427
		22-01439 Municipal Bldg Roof Repairs	2,500.00		
59425	03/07/23	SPACE005 SPACE WILD ANIMAL FARM INC			427
		23-00066 DEER CARCASS REMOVAL	58.00		
59426	03/07/23	SPATI005 SPATIAL DATA LOGIC, INC			427
		23-00256 Code Enforcement & License	500.00		
59427	03/07/23	SUBUR005 SUBURBAN PROPANE ,L.P.			427
		23-00364 Propane Tank Rent 22 LksdDr NW	74.16		
59428	03/07/23	SUEZW005 VEOLIA WATER NEW JERSEY, INC.			427
		23-00344 Municipal Water Service Jan 23	2,495.35		
59429	03/07/23	SUSSE045 SUSSEX CO DETECTIVE'S ASSOC			427
		23-00367 2023 Membership dues	175.00		
59430	03/07/23	SUSSE080 SUSSEX COUNTY CLERK			427
		23-00289 Deed Recording Ord #22-03	28.00		
59431	03/07/23	SUSSE095 SUSSEX COUNTY M.U.A.			427
		23-00055 RECYCLING PLASTIC	62.60		
59432	03/07/23	SUSSE170 SUSSEX RURAL ELECTRIC CO-OP			427
		23-00341 Munic Facil Electric Serv Jan	642.36		
59433	03/07/23	TARA0005 THE ANIMAL RIGHTS ALLIANCE, INC			427
		23-00165 Spay/Neuter	630.00		
59434	03/07/23	TCTAO015 TC/TA OF NEW JERSEY			427
		23-00299 MEMBERSHIP DUES FOR LISA & NIC	200.00		
59435	03/07/23	TELEP005 WARWICK VALLEY TELEPHONE			427
		23-00051 Police- Digital Radio	78.04		
		23-00052 Police- Live Scan	82.68		
		23-00335 Phone Serv Police Lines(997)	731.71		
		23-00347 Municipal Phone Service Feb 23	3,483.36		
			<u>4,375.79</u>		
59436	03/07/23	TILCO005 TILCON NEW YORK, INC			427
		23-00173 Materials	849.69		
59437	03/07/23	TLOLL005 TLO, LLC (TransUnion Risk)			427
		23-00044 Detective People Search	75.00		
59438	03/07/23	TRIMB005 Trimboli & Prusinowski, LLC			427
		23-00026 Legal Labor Services 2023	7,035.50		
59439	03/07/23	VALLE010 VALLEY PAINT & HARDWARE			427
		23-00096 PAINTING SUPPLIES	239.26		



March 9, 2023  
09:04 AM

Township of Vernon  
Check Register By Check Date

Check # PO #	Check Date	Vendor Description	Amount Paid	Reconciled/Void	Ref Num Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
59440	03/07/23	VAN00005 O'TOOLE SCRIVO FERNANDEZ WEINE			427
		23-00025 Township Attorney Retainer	5,000.00		
		23-00315 Legal Service Litigat.Jan 2023	6,667.50		
			<u>11,667.50</u>		
59441	03/07/23	VANDI005 VAN DINE MOTORS, INC			427
		23-00109 Driveshaft Coupler	179.85		
59442	03/07/23	VERNO065 VERNON POLICE ATHLETIC LEAGUE			427
		23-00218 Recreation Shared Service 2023	11,250.00		
		23-00353 MAC Grant Latch Key 2nd qtr	2,798.58		
		23-00354 MAC Grant Summer Rec	2,000.00		
		23-00355 MAC Grant 2nd Qtr LEAD Prog	1,500.00		
			<u>17,548.58</u>		
59443	03/07/23	VERNO075 VERNON SENIOR RECREATION			427
		23-00086 SC Program Supplies	46.75		
59444	03/07/23	VERNO120 VERNON TWP BOARD OF EDUCATION			427
		23-00376 Feb Current Expenses & Debt 23	1,805,578.04		
59445	03/07/23	VERNO225 VERNON VETERINARY ASSOCIATES,			427
		22-00053 Animal Shelter- Vet Services	55.80		
		23-00167 Animal Shelter-Spay/Neuter	192.78		
			<u>248.58</u>		
Checking Account Totals					
		Paid	Void	Amount Paid	Amount Void
	Checks:	91	3	2,086,146.43	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	91	3	2,086,146.43	0.00
22-001		PAYROLL AGENCY			
4801	03/01/23	AFSCM005 A.F.S.C.M.E., NEW JERSEY COUNC			425
		23-00380 FEBRUARY 2023	952.43		
4802	03/01/23	LOCAL005 P.B.A. LOCAL 285			425
		23-00379 FEBRUARY 2023	1,600.00		
4803	03/01/23	LOCAL010 U.A.W. LOCAL 2326			425
		23-00378 FEBRUARY 2023	665.60		
4804	03/01/23	POLIC005 POLICE AND FIREMAN'S INS. ASSO			425
		23-00377 FEBRUARY 2023	98.34		
4805	03/01/23	TRANS015 TRANS WORLD ASSURANCE COMPANY			425
		23-00381 FEBRUARY 2023	1,020.00		

Check #	Check Date	Vendor	Reconciled/Void		Ref Num
PO #	Description		Amount Paid		Contract
22-001		PAYROLL AGENCY	Continued		
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:		5	0	4,336.37
	Direct Deposit:		0	0	0.00
	Total:		5	0	4,336.37
Report Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:		96	3	2,090,482.80
	Direct Deposit:		0	0	0.00
	Total:		96	3	2,090,482.80

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	2-01	47,932.80	0.00	0.00	47,932.80
CURRENT FUND	3-01	1,934,517.76	388.50	0.00	1,934,906.26
CAPITAL FUND	C-04	67,615.20	0.00	0.00	67,615.20
GRANT FUND	G-02	6,798.58	0.00	0.00	6,798.58
OTHER TRUST	T-14	28,483.93	0.00	0.00	28,483.93
PAYROLL	T-22	4,336.37	0.00	0.00	4,336.37
BARRY LAKES (2)	T-24	409.66	0.00	0.00	409.66
Year Total:		33,229.96	0.00	0.00	33,229.96
Total Of All Funds:		2,090,094.30	388.50	0.00	2,090,482.80

**Action Data Services**  
**0577 Township of Vernon**

**Payroll Summary**

Run: 05772304 Pay Date: Tuesday 2/28/23 Pay Period: 04 Type: Regular Schedule: 1

	Current	Qtr To Date	Year To Date
Taxable Wages			
Federal Income	331,411.75	1,339,071.37	1,339,071.37
FICA - Social Security	365,081.93		
FICA - Medicare	365,081.93	1,473,379.70	1,473,379.70
State Income	389,447.95	1,570,364.85	1,570,364.85
State Unemployment	383,912.75	1,547,517.48	1,547,517.48
State FLI / DIS	384,272.63	1,547,877.36	1,547,877.36

Amount Your Account Will Be Debited: **148,022.63**

	Employer Share	Employee Share	Total	ADS
<b>Federal Taxes</b>				
Federal Income Tax		38,988.16	38,988.16	*
Social Security 6.200% / 6.200%	22,635.07	22,635.06	45,270.13	*
Medicare 1.450% / 1.450%	5,293.70	5,293.70	10,587.40	*
<b>Total Federal Taxes</b>	<b>27,928.77</b>	<b>66,916.92</b>	<b>94,845.69</b>	
<b>NJ State Taxes</b>				
NJ State Income Tax		15,924.38	15,924.38	*
NJ Unemployment / 0.425%		1,631.57	1,631.57	*
NJ Family Leave / 0.060%		230.58	230.58	*
<b>Total NJ State Taxes</b>		<b>17,786.53</b>	<b>17,786.53</b>	
<b>Public Employees Retirement System</b>				
PERS Pension		12,731.22	12,731.22	*
PERS Back Deduction		77.53	77.53	*
PERS Pension Loan		2,857.84	2,857.84	*
PERS Pension Arrears		57.20	57.20	*
PERS Contributory Insurance		848.78	848.78	*
<b>Total PERS Pension</b>		<b>16,572.57</b>	<b>16,572.57</b>	
<b>Police And Firemans Retirement System</b>				
P&F Pension		16,173.77	16,173.77	*
P&F Pension Loan		2,644.07	2,644.07	*
<b>Total P&amp;F Pension</b>		<b>18,817.84</b>	<b>18,817.84</b>	
<b>DCRP Contribution</b>				
DCRP Contribution	250.44	340.16	590.60	
<b>Total DCRP Contribution</b>	<b>250.44</b>	<b>340.16</b>	<b>590.60</b>	
<b>Agency / Deductions</b>				
Child Support		552.51	552.51	
Aflac Post Tax		201.22	201.22	
Trans Wo		510.00	510.00	
POL/FIRE		49.17	49.17	
Dues AFSCME D		487.83	487.83	
Dues UAW		332.80	332.80	
Valic 457		3,947.50	3,947.50	
Lincoln 457		400.00	400.00	
Dues PBA		800.00	800.00	
AFLAC Pre Tax		537.78	537.78	
FSA Dependent Care		195.00	195.00	
Medical Pre Tax		22,995.33	22,995.33	
FSA Medical		637.91	637.91	
<b>Total Agency / Deductions</b>		<b>31,647.05</b>	<b>31,647.05</b>	

**Action Data Services**  
**0577 Township of Vernon**

**Payroll Summary**

**Run: 05772304 Pay Date: Tuesday 2/28/23 Pay Period: 04 Type: Regular Schedule: 1**

	Employer Share	Employee Share	Total	ADS
<b>Net Pay</b>				
Net Checks		13,417.47	13,417.47	
Net Deposits Checking		214,586.62	214,586.62	
Net Deposits Savings		1,764.64	1,764.64	
Partial Checking		5,025.00	5,025.00	
Partial Savings 1		1,250.00	1,250.00	
Partial Savings 2		270.00	270.00	
Net Memorandums		1,300.33	1,300.33	
<b>Total Net Pay</b>		<b>237,614.06</b>	<b>237,614.06</b>	
<b>Grand Totals</b>				
Taxes, Pension, Agency, & Net Pay	28,179.21	389,695.13	417,874.34	
<b>Payroll Funding</b>				
Gross Payroll		389,695.13		
<b>Total Payroll Funding</b>	28,179.21	389,695.13	417,874.34	
<b>Gross Earnings</b>				
Regular		343,616.84	343,616.84	
Overtime		3,849.81	3,849.81	
Adjustment		3,850.53	3,850.53	
Sgnt Pay		413.66	413.66	
Sgnt Overtime		24.96	24.96	
Benefit		1,528.46	1,528.46	
Longevity		5,802.64	5,802.64	
On Call		350.00	350.00	
Double Time		221.51	221.51	
Dispatch Lunch		576.09	576.09	
Outside		24,875.19	24,875.19	
Health Care Stipend		2,393.27	2,393.27	
Stipend		104.17	104.17	
Cell Phone		150.00	150.00	
Workers Compensation		1,938.00	1,938.00	
<b>Total Gross Earnings</b>		<b>389,695.13</b>	<b>389,695.13</b>	
<b>Taxable / Non Taxable / Other</b>				
Group Life		1,690.82	1,690.82	
<b>Total Taxbl/Non Taxable/Other</b>		<b>1,690.82</b>	<b>1,690.82</b>	
<b>Deductions Summary</b>				
Total Taxes	27,928.77	84,703.45	112,632.22	
Total Pension		35,390.41	35,390.41	
Total DCRP	250.44	340.16	590.60	
Total Agency		31,647.05	31,647.05	
<b>Total Deductions</b>	<b>28,179.21</b>	<b>152,081.07</b>	<b>180,260.28</b>	



**TOWNSHIP OF VERNON**

**RESOLUTION #23-83**

**RESOLUTION ACCEPTING THE COMPLETION OF ROAD IMPROVEMENTS PROJECT TO VARIOUS STREETS WITHIN VERNON TOWNSHIP**

**WHEREAS**, the Township awarded contracts for the Road Improvement Project for Various Streets (*Karen Road, Beaver Brook, Paddock Avenue and Lounsberry Hollow Road*) to Tilcon New York, Inc., Denville Line Painting, and Road Safety Systems, LLC, awarded by Resolution #22-191 on July 25, 2022; and Resolution #23-17 on January 1, 2023, and

**WHEREAS**, the Road Improvement Project for Various Streets has been completed, and inspected as per the plans and specifications; and

**WHEREAS**, the Township Engineer has submitted a letter dated March 1, 2023 which states that the said contracts have been completed in full and that it is recommended that the Road Improvement Project for Various Streets be accepted by the Township Council.

**NOW, THEREFORE BE IT RESOLVED**, that the Vernon Township Council accept this project identified as Road Improvement Project for Various Streets as final and complete; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon adoption according to law.

**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 March 13, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						



**HAROLD E. PELLOW & ASSOCIATES, INC.**  
CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS  
*Established 1969*

HAROLD E. PELLOW, PRESIDENT  
*2022 Distinguished Engineering Service Award  
from the NJ Society of Professional Engineers*  
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.  
CORY L. STONER, EXEC. VICE PRESIDENT  
NJ - P.E., NJ - P.P., NJ - C.M.E.

ANN PELLOW WAGNER  
NJ - C.L.A., VA - C.L.A., PA - C.L.A.  
(525/84 - 72765)

MATTHEW J. MORRIS  
NJ - L.L.A., NJ - P.P.

DAVID B. SIMMONS, JR., VICE PRESIDENT  
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.  
NY - P.E. & L.S., PA - P.E. & L.S.

THOMAS G. KNUTELSKY, ASSOCIATE  
NJ - P.E., NJ - P.P.

March 1, 2023

VIA E-MAIL

**MEMORANDUM TO:** Mr. Howard Burrell, Vernon Township Mayor

**FROM:** Cory L. Stoner, P.E., C.M.E., Township Engineer

**SUBJECT:** RECOMMENDATION TO ACCEPT PROJECT  
Proposed Improvements to Various Streets – 2022  
(Karen Road, Beaver Brook, Paddock Avenue and Lounsberry Hollow Road)  
Milling, Paving, Line Striping, & Guide Rail per Morris County Co-Op  
HPA No. 22-206

Dear Mayor:

The above-referenced project has been fully completed, and I now recommend the project be accepted by the Township Council.

Please notify this office once this project has been accepted, so the final paperwork can be started and forwarded to Tilcon New York, Inc. for the release of retainage. The final paperwork for Denville Line Painting, Inc. was mailed to the Township on December 12, 2022, and the final paperwork for Road Safety Systems was mailed to the Township on November 21, 2022.

Very truly yours,

Cory L. Stoner, P.E., C.M.E.  
HAROLD E. PELLOW & ASSOCIATES, INC.  
Vernon Township Engineer

CL:smc  
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\22-206 - 2022 VARIOUS STREETS RESURFACING\BURRELL2.DOC



**TOWNSHIP OF VERNON**

**RESOLUTION #23-84**

**RESOLUTION ACCEPTING THE COMPLETION OF ROAD IMPROVEMENTS  
PROJECT TO OLD COACH ROAD & PLEASANT VALLEY DRIVE**

**WHEREAS**, the Township awarded contracts for the Road Improvement Project for Old Coach Road & Pleasant Valley Drive to Tilcon New York, Inc., Denville Line Painting, and Road Safety Systems, LLC, and Garden State Highway Products awarded by Resolution #22-192 on July 25, 2022; Resolutions #23-10 and #23-16 on January 1, 2023, and

**WHEREAS**, the Road Improvement Project for Old Coach Road & Pleasant Valley Drive has been completed, and inspected as per the plans and specifications; and

**WHEREAS**, the Township Engineer has submitted a letter dated March 1, 2023 which states that the said contracts have been completed in full and that it is recommended that the Road Improvement Project for Various Streets be accepted by the Township Council.

**NOW, THEREFORE BE IT RESOLVED**, that the Vernon Township Council accept this project identified as Road Improvement Project for Old Coach Road & Pleasant Valley Drive as final and complete; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon adoption according to law.

**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 March 13, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						



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**CORY L. STONER, EXEC. VICE PRESIDENT**  
NJ - P.E., NJ - P.P., NJ - C.M.E.

**ANN PELLOW WAGNER**  
NJ - C.L.A., VA - C.L.A., PA - C.L.A.  
*(322854 - 727169)*

**MATTHEW J. MORRIS**  
NJ - L.L.A., NJ - P.P.

**DAVID B. SIMMONS, JR., VICE PRESIDENT**  
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.  
NY - P.E. & L.S., PA - P.E. & L.S.

**THOMAS G. KNUTELSKY, ASSOCIATE**  
NJ - P.E., NJ - P.P.

March 1, 2023

VIA E-MAIL

**MEMORANDUM TO:** Mr. Howard Burrell, Vernon Township Mayor

**FROM:** Cory L. Stoner, P.E., C.M.E., Township Engineer

**SUBJECT:** RECOMMENDATION TO ACCEPT PROJECT  
Proposed Improvements to  
Old Coach Road & Pleasant Valley Drive  
Milling & Paving; Line Striping; Guide Rail; &  
Traffic Sign Materials per Morris County Co-Op  
HPA No. 22-075

Dear Mayor:

On February 27, 2023, the above-referenced project was inspected by the NJDOT Local Aid office and was found to be constructed in substantial conformance with the plans and specifications. Therefore, I now recommend that this project be accepted by the Township Council as complete.

Please notify this office once this project has been accepted, so the final paperwork can be started and forwarded to Tilcon New York, Inc. The final paperwork for Denville Line Painting, Inc. was mailed to the Township on December 12, 2022; the final paperwork for Road Safety Systems was mailed to the Township on November 21, 2022; and the final paperwork for Garden State Highway Products was mailed to the Township on December 14, 2022.

Very truly yours,

Cory L. Stoner, P.E., C.M.E.  
**HAROLD E. PELLOW & ASSOCIATES, INC.**  
Vernon Township Engineer

CL&mac  
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\22-075 - OLD COACH ROAD & PLEASANT VALLEY DRIVE\BURRELL2.DOC

**TOWNSHIP OF VERNON**

**RESOLUTION #23-85**

**AUTHORIZING ACCEPTANCE OF GRANT IN THE AMOUNT OF \$149,000.00  
FROM THE NEW JERSEY HIGHLANDS COUNCIL FOR DEVELOPMENT OF  
VERNON TOWNSHIP LAKE/WATERSHED MANAGEMENT PLAN**

**WHEREAS**, the Township of Vernon is completely within the Highlands Preservation or Planning areas; and

**WHEREAS**, the Township of Vernon in conjunction with Princeton Hydro, LLC submitted a proposed Scope of Work to the Highlands Council for development of a municipal-wide Lake/Watershed Management Plan, Task #15 for Plan Conformance Grant #09-033-011-1002; and

**WHEREAS**, Princeton Hydro, LLC has advised the Mayor that acceptance of this grant is of benefit to the Township for the following objectives:

1. Identify, quantify and prioritize the watershed-based factors which may cause eutrophication,
2. Identify the watershed management measures needed to address general causes of water quality impairments,
3. Identify the relative cost of the recommended general watershed management measures,
4. Identify and quantify the lake-based factors which may cause eutrophication,
5. Generate a general schedule, based on priority, for the implementation of the recommended watershed management measures.

**WHEREAS**, as detailed in the proposed Scope of Work, the Township of Vernon has chosen Princeton Hydro, LLC, for professional services for this grant at the amount not to exceed \$149,000.00.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the Township of Vernon that the \$149,000.00 grant offered by the Highlands Council for a Lake/Watershed Management Plan is hereby accepted and that the Mayor, Clerk, and Chief Finance Officer are hereby authorized to execute grant application identified as Task #15: Lake/Watershed Management Plan – Plan Conformance Amended Grant Agreement #09-033-011-1922 and utilize Princeton Hydro, LLC for professional services.

**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 March 13, 2023 7:00 pm in the Vernon Municipal Center.

---

Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						



## State of New Jersey

Highlands Water Protection and Planning Council  
100 North Road (Route 513)  
Chester, New Jersey 07930-2322  
(908) 879-6737  
(908) 879-4205 (fax)  
[www.nj.gov/njhighlands](http://www.nj.gov/njhighlands)



**PHILIP D. MURPHY**  
*Governor*

**SHEILA Y. OLIVER**  
*Lt. Governor*

**CARL J. RICHKO**  
*Chairperson*

**BENJAMIN L. SPINELLI, ESQ.**  
*Executive Director*

February 16, 2023

**VIA EMAIL ONLY:**

The Honorable Howard Burrell  
Vernon Township  
21 Church Street  
Vernon, NJ 07462

**Subject:** Scope of Work Approval  
Lake/Watershed Management Plan (Task 15)  
Plan Conformance Grant #09-033-011-1002

Dear Mayor Burrell:

On behalf of the Highlands Water Protection and Planning Council (Highlands Council), thank you for submitting the scope of work for completion of a Lake/Watershed Management Plan. The submitted scope of work, prepared by Princeton Hydro, LLC, has a proposed cost of \$149,000 to complete Phase 1. Staff has reviewed the scope of work and found it to be appropriate and acceptable. The Highlands Council has approved a not-to-exceed budget of \$149,000 towards completion of the identified program. The approved scope of work and revised page 6 of the Township's Amended Grant Agreement are attached for your records.

Please coordinate with Kelley Curran, Science Manager, (ext. 116, [kelly.curran@highlands.nj.gov](mailto:kelly.curran@highlands.nj.gov)) regarding completed deliverables and questions about the program. For questions regarding Plan Conformance, please contact your Highlands Council Staff Liaison, Allison Bittner (ext. 131, [allison.bittner@highlands.nj.gov](mailto:allison.bittner@highlands.nj.gov)). All questions regarding reimbursement for completed tasks should go to Herb August, Grants Manager (ext. 102, [herbert.august@highlands.nj.gov](mailto:herbert.august@highlands.nj.gov)). Should you or other municipal officials wish to discuss any other Highlands-related matter, I remain available to you as well and can be reached by telephone at extension 101 or by e-mail at [ben.spinelli@highlands.nj.gov](mailto:ben.spinelli@highlands.nj.gov). We look forward to our continued collaboration with you in the important efforts to protect and preserve the Highlands Region.

Sincerely,

Benjamin L. Spinelli, Esq.  
Executive Director

**Enclosures**

c: Donelle Bright, Acting Administrator  
Jessica Caldwell, PP/AICP



# **A PROPOSED VERNON TOWNSHIP WATERSHED MANAGEMENT PROGRAM**

**VERNON TOWNSHIP, SUSSEX COUNTY, NEW JERSEY**

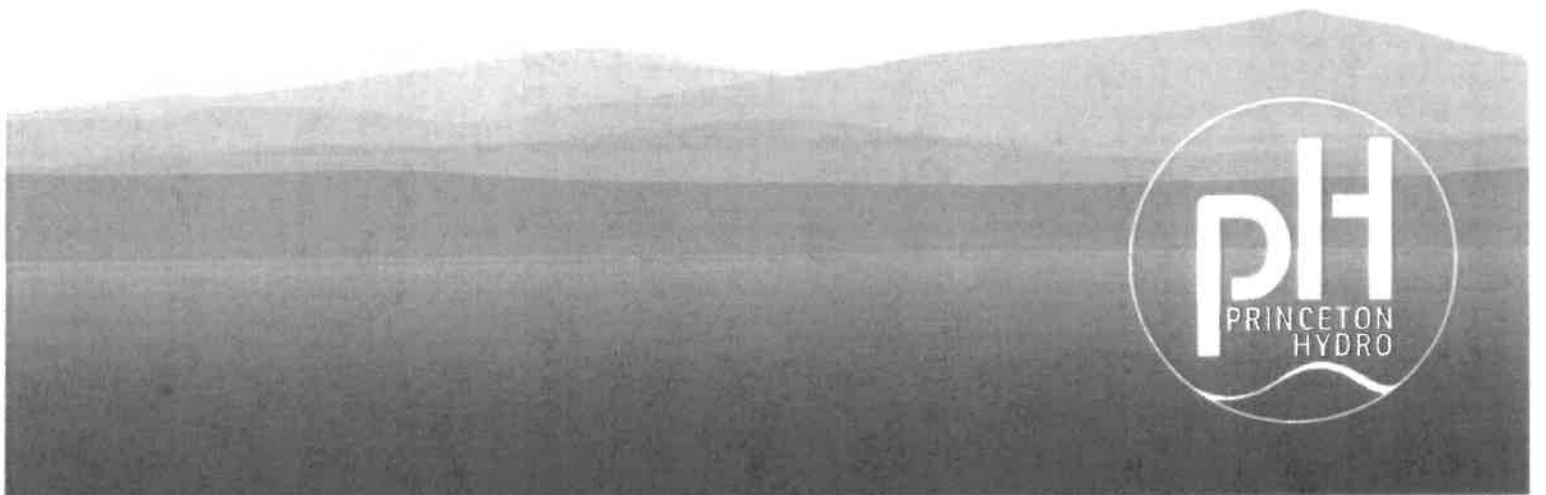
**NOVEMBER 2022; REVISED DECEMBER 2022**

**PREPARED FOR:**

VERNON TOWNSHIP  
ATTN: HOWARD BURRELL, MAYOR  
21 CHURCH STREET  
VERNON, NJ 07462

**PREPARED BY:**

PRINCETON HYDRO, LLC  
PO BOX 3689  
TRENTON, NJ 08629  
908-237-5660





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**PRIMARY AUTHOR**

Chris L. Mikołajczyk, CLM

**CONTRIBUTING AUTHOR(S)**

Paul Cooper

Jesse Smith

Pat Rose



## UNDERSTANDING OF PROJECT

The Township of Vernon (Township) includes multiple lakes and their respective lake associations (if private) within the Township limits. Communities within the township include Glenwood, Highland Lakes, McAfee, Vernon Valley, Barry Lakes and Lake Walkkill. Although these lakes are both public and private, the Township wishes to take an active role in the management of the surrounding watersheds of these lakes, as the private lakes themselves are managed by their respective associations. This regional approach to lake management has recently been suggested by staff of both the New Jersey Department of Environmental Protection (NJDEP) and the New Jersey Highlands Council (NJHC) and has been implemented in other New Jersey Highland communities such as Ringwood Borough, as well as West Milford, Rockaway and Byram Townships, and Somerset County Parks.

Given the large number of lakes in Vernon Township, and in an effort to keep an overall Township study to a reasonable scope, a selection process occurred with input from the Township offices, the Township Land Use, Princeton Hydro and ultimately, the NJHC. Specifically, the NJHC Master Plan states within Policy 1L2: "to establish tiers of lake management appropriate to management strategies that help protect lake water quality and community value from the impacts of present and future development", and within Objective 1L2a: "Lake management programs shall use the following management tiers around all Highlands Region lakes of greater than 10 acres in size: a Shoreline Protection Tier, a Water Quality Management Tier, a Scenic Resources Tier and a Lake Watershed Tier." Given that both the Policy and Objective use the 10-acre size minimum size in the provision of standards for lake protection, it was determined that lakes greater than 10 acres in size would be selected for the study. Additionally, the Highlands Region Land Use Ordinance, which conforming municipalities pass, include this distinction for waterbodies greater than 10 acres, and the Highlands Region ERIs for each town report out on acres of lakes greater than 10 acres in size.

However, Lakes greater than 10-acres in size which are permanently preserved or surrounded by permanently preserved land, including state-owned lakes, were eliminated from the study. It is important to note that the chain of lakes that flows to the Canistear Reservoir were included based on its potable water status. This includes Wawayanda Lake, a state owned lake with a state park. Wawayanada Lake also possess a swimming beach area and is included due to the potential impacts of harmful algal blooms on the public recreational use of this lakes. Reservoirs owned by private water utilities and lakes present on Federal facilities were also not included in the study. Finally, it is important to note that Lakes less than 10 acres that may possess a swimming beach WERE included due to the potential impacts of harmful algal blooms on the public recreational use of these lakes. As a result, the list of lakes listed in this SOW are:

- Highland Lakes community (5 lakes total) – Group 1
- Lake Wawayanda – Group 1
- Hidden Valley Lake – Group 1
- Lake Conway – Group 1
- Walkill Lake – Group 1
- Barry Lakes (Upper/Lower) – Group 1
- Vernon Valley Lake – Group 1
- Lake Wanda – Group 1
- Lake Pochung – Group 2
- Lake Wildwood – Group 2
- Pleasant Valley Lake – Group 2
- Glenwood Lake – Group 2
- Cliffwood Lake – Group 2
- Great Gorge Lake – Group 2
- Tall Timbers Lake – Group 2





- Panorama Lake – Group 2
- Scenic Lake – Group 2
- Louemma Lake – Group 2
- Blue Heron Lake – Group 2

A map of these lakes can be found on the subsequent page.

## **FIRM OVERVIEW**

Princeton Hydro is a small business enterprise that was formed in 1998 with the specific mission of providing integrated ecological and engineering consulting services. Offering unparalleled expertise in natural resource management, water resources engineering, geotechnical design and investigation, and regulatory compliance, our staff provides a full suite of services throughout the Mid-Atlantic and New England states. We have offices in Ringoes, New Jersey; Sicklerville, New Jersey; Bowie, Maryland; Exton, Pennsylvania; South Glastonbury, Connecticut and Colorado Springs, Colorado. Our multidisciplinary team has the skill sets necessary to conduct highly comprehensive assessments; develop and design appropriate, sustainable solutions; and successfully bring those solutions to fruition.

At Princeton Hydro, we are committed to changing our ecosystems, quality of life, and communities for the better. Our passion and commitment to the integration of innovative science and engineering drive us to excel on behalf of every client. We take great pride in our reputation of delivering comprehensive ecosystem-based solutions that are cost-effective. Our engineers and scientists have in-depth knowledge of urban, coastal, riverine, floodplain, and wetland environments. Our 50+ technical personnel and nine administrative staff include individuals with academic training and real-world project experience – many with advanced degrees and/or professional licenses – in hydrology and hydrogeology, green stormwater management, aquatic and wetland ecology, coastal resiliency, geotechnical investigation, wetland and stream restoration, fishery biology, population and community ecology dynamics, stakeholder engagement, environmental planning, and environmental risk analysis. The unique skills and cumulative expertise of our highly-experienced staff are reflected in the creative nature of Princeton Hydro's award-winning projects.

Map of Vernon Township Lakes, New Jersey, showing various lakes and their locations. The map is overlaid on a grayscale aerial photograph. A dashed white line outlines the township boundary. The lakes are labeled with their names in all caps. The map is oriented with North at the top.



VERNON TOWNSHIP



0 4,000 8,000 Feet

Spatial Reference: NAD 1983 2011 StatePlane New Jersey FIPS 2900 Ft US

# VERNON TOWNSHIP LAKES



**PRINCETON HYDRO**  
ENGINEERS AND ENVIRONMENTAL SCIENTISTS

[www.PrincetonHydro.com](http://www.PrincetonHydro.com)



## PROPOSED SCOPE OF WORK

The proposal to conduct a watershed assessment of the watersheds of the Townships lakes will entail completion of the following primary general objectives, and will occur in two phases. Phase I will occur in 2023, while Phase II will occur in 2024. The objectives are:

1. Identify, quantify and prioritize the watershed-based factors which may cause eutrophication,
2. Identify the watershed management measures needed to address general causes of water quality impairments,
3. Identify the relative cost of the recommended general watershed management measures,
4. Identify and quantify the lake-based factors which may cause eutrophication,
5. Generate a general schedule, based on priority, for the implementation of the recommended watershed management measures,

### PHASE I (2023)

#### TASK 1.0 – HISTORICAL DATA REVIEW

Any historical data should be obtained from the Township and each individual lake association, as well as any other regulatory agencies, (such as NJDEP and the USGS), and reviewed in advance of implementing the watershed assessment outlined in Tasks 2 and 3, as well as Tasks 5 and 6. By doing so, a capitalization on established water quality trends, problems and issues raised through any past sampling efforts, and evaluation of the relative success of any past restoration efforts can be accomplished. All streams within the Township that may feed these lakes will also include a review of all available surface water data available through the USGS. This information can be used as the foundation of the watershed assessment. This is part of a standard study approach for any aquatic system; integration of reliable data developed in past studies. Making use of these supplemental data collected by others to complement field efforts is beneficial, assuming that the data were collected by properly trained personnel in a manner consistent with standard NJDEP quality assurance protection plan protocols.

Additionally, as part of Task 1, Princeton Hydro will review the four (4) current Total Maximum Daily Load (TMDL) designation that currently exist in the township. Should any of the recommended measures in this project be able to be credited towards the applicable TMDL, this will be detailed in the final assessment report in Task 9. For example, if a specific recommendation as part of Tasks 2.2 and 5.2 (analysis of pollutant removal techniques) can also be credited towards a respective TMDL, then it will be noted.

**Task 1 Fee - \$14,000.00**

#### TASK 2 – WATERSHED MODELING; HYDROLOGIC AND POLLUTANT LOADING – LAKES GROUP 1

##### TASK 2.1 - HYDROLOGIC AND POLLUTANT LOADING ANALYSIS

The objective of this task will be to model the watershed hydrologic and nutrient loading properties to each Group 1 lake. (Note that the modeling will be watershed-based and will not include the properties of each lake itself.) The hydrologic and pollutant loading data will enable the Township to identify and target the primary sub-watersheds or stormwater discharge areas requiring the greatest load control and evaluate the feasibility of managing these loads. This will aid the Township in selecting, prioritizing and implementing nutrient and sediment load management efforts, thus ensuring that future restoration practices are directed to the watershed projects having the greatest overall benefit to the long-term management of surface water quality.



Watershed pollutant loading and hydrology will be modeled using the MapShed model and its web-based counterpart Model My Watershed (used here interchangeably), both versions of the Generalized Watershed Loading Functions (GWLF) model and its various descendants. This model is described as a good mid-level model and recommended for use by the USEPA. The model will be applied to describe system hydrology, essentially the water budget, and pollutant loading within the watershed and constituent subwatersheds of each system. Hydrology and pollutant loading are inextricably linked and thus are calculated in parallel within the model. The pollutants to be modeled include phosphorus, nitrogen and sediment, while the hydrology will include estimates of precipitation, runoff, evapotranspiration, groundwater flux, and ultimately streamflow or discharge. Estimates of water and pollutant budgets will be provided on a subwatershed and monthly basis.

To describe its basic function, the model works by applying loading coefficients, essentially the quantity of a pollutant produced per unit area, to specific land cover types (for instance low density development or forested wetland) and land areas; the hydrology module operates similarly. A series of algorithms modifies these results according to weather data, soils, and slopes among many other factors. The model then simulates daily loads over a 30-year period using actual climate records, and averages the results over time for monthly and annual outputs. Furthermore, the program allows the user to make modifications to the inputs for septic system function, the number of animals, population density, and many other factors that change pollutant loads and hydrology. Overall, modelling is used as a way to provide estimates of the water budget terms and the pollutants loads, but it does not replace sampling (scheduled to occur in both 2023 (Group 1 Lakes) and 2024 (Group 2 Lakes)).

#### **Task 2.1 Fee - \$35,000.00**

#### **TASK 2.2 - ANALYSIS OF THE POLLUTANT REMOVAL ACHIEVABLE THROUGH THE IMPLEMENTATION OF SPECIFIC WATERSHED BASED MANAGEMENT TECHNIQUES**

The primary reason for conducting this study is to identify what needs to be done in the watersheds of the Township to minimize the annual pollutant load of each. As can be seen below, these pollutants consist of the common ecological nutrients phosphorus, nitrogen and suspended solids. These pollutants are also known to be the primary cause of eutrophication in lakes, of which can lead to conditions that are prone to harmful algal blooms (HABs). With this data the watershed-based management options can be determined, with the ultimate goal being minimization of surface water quality issues, if any.

This should allow for identification of those sub-watersheds having the greatest impact as well as those sub-watersheds having the most manageable (correctable) loads. Using this data, a list of Best Management Practices (BMPs) and Green Infrastructure (GI) techniques can be provided to the Township that could effectively manage the pollutant loads generated by each major sub-watershed's specific pollutant loads. Emphasis should be given to bioretention type systems that can be implemented on a lot-specific or regional scale. Such BMPs have a high capacity for the removal of nutrients. An examination and discussion of the water quality benefits of restoring and/or creating wetland buffers, riparian buffers, and lakefront aquascape shorelines should also be performed. Where possible, based on inspections of the watershed or information contained in reports made available, the report should identify examples of site-specific locations where wetland buffers, riparian buffers, and lakefront aquascaping could potentially be implemented as part of future watershed management efforts.

If applicable, preliminary base cost estimates should be developed for the design and construction of each recommended stormwater management BMP. The deliverables for this task will be:

- Identification of sub-watershed pollutant loading and the BMPs best suited to manage these loads,
- The utility of restoring or creating wetland buffers, riparian buffers, and lakefront aquascaping, and where possible, the identification of possible implementation sites within the Township,



- Estimated costs and an assigned priority for each watershed management measure recommended in the report and supported by the collected data.

### **Task 2.2 Fee - \$36,000.00**

## **SURFACE WATER QUALITY ASSESSMENT – WATERSHED AND LAKE-BASED WATER QUALITY DATA**

Phosphorus is often the limiting nutrient in lake and pond ecosystems, or the nutrient in which abundance is lowest relative to demand by plants and algae, especially cyanobacteria (aka blue-green algae), the primary component of harmful algal blooms (HABs). As a result, phosphorus is often the primary nutrient driving excessive plant and algal growth. Given this nutrient limitation, only relatively small increases in phosphorus concentration can fuel algal blooms and excessive macrophyte production. By monitoring total phosphorus concentrations, the current trophic status of the lake or pond can be determined and future trends in productivity may be predicted. The current concentration threshold recommended by Princeton Hydro for total phosphorus concentrations in lakes and ponds to preclude nuisance algal and macrophyte growth is 0.03 mg/L.

Nitrate is the most abundant form of inorganic nitrogen in freshwater ecosystems. Common sources of nitrate in freshwater ecosystems are derived from bacterial facilitated oxidation of ammonia and through groundwater inputs. The molecular structure of nitrate lends it poor ability to bind to soil particles but excellent mobility in groundwater. Nitrate is often utilized by algae, although to a lesser extent than ammonia, for growth. Nitrate distribution is highly dependent on algal abundance and the spatial distribution of dissolved oxygen concentrations. In many eutrophic lake and pond systems nitrate concentrations show temporal and spatial variability due to algal productivity and relative concentrations of dissolved oxygen.

Excessively high concentrations of nitrate are primarily attributable to either wastewater inputs or excessive organic matter decomposition in oxygenated hypolimnion. Typically, lakes with concentrations above 0.30 mg/L indicates nitrogen-loading, however, concentrations below 0.50 mg/L are still considered acceptable water quality. For comparison purposes, the drinking water standard for nitrate is 10 mg/L.

Ammonia is generally present in low concentrations in oxygenated lakes and ponds due to the rapid conversion of the ammonium ion to nitrate. In addition, most plants and algae prefer the reduced ammonium ion to the oxidized nitrate ion for growth and therefore further contribute to reduced concentrations of ammonia in the upper water layer. In the anoxic hypolimnion of lakes ammonia tends to accumulate due to increased bacterial decomposition of organic material and lack of oxygen which would otherwise serve to oxidize this molecule to nitrate.

Increased surface water concentrations of ammonia may be indicative of excessive non-point source pollution from the associated watershed. The ammonium ion, unlike that of nitrate, may easily bind to soil particles whereby it may be transported to the ponds during storm events. Another likely source of excessive ammonia in suburban watersheds is runoff from lawn fertilizer which is often highly rich in nitrogenous species. Increases in ammonia concentrations in the hypolimnion of lakes are generally associated with thermal stratification and subsequent dissolved oxygen depletion. Once stratification breaks down a pulse of ammonia rich water may be mixed throughout the entire water column whereby it will cause undue stress to aquatic organisms.

The concentration of suspended particles in a waterbody that will cause turbid or “muddy” conditions, total suspended solids is often a useful indicator of sediment erosion and stormwater inputs into a waterbody. Because suspended solids within the water column reduce light penetration through reflectance and absorbance of light waves and particles, suspended solids tend to reduce the active photic zone of a lake or pond while contributing a “muddy” appearance at values over 25 mg/L. Total suspended solids measures include suspended inorganic sediment, algal particles, and zooplankton particles. In addition, as phosphorus molecules are often times tightly



bound to soil particles, elevated total suspended solids measures may serve as indicators of not only excessive sediment inputs but also excessive phosphorus inputs to a waterbody.

As a result of the importance of determine the presence and sources of these nutrients, the following surface water monitoring will be completed as part of this project:

### **TASK 3.0 - WATER QUALITY ASSESSMENT – WATERSHED-BASED WATER QUALITY DATA: LAKES GROUP 1**

Using the modeling data calculated as part of Task 2, at a minimum, three (3) watershed-based baseflow (no rain in the previous 72 hours) stream monitoring events should be conducted within each Group 1 lake's single primary sub-watershed with regards to pollutant and hydrologic loading. This sampling will help to fine tune the models in Task 2. During these monitoring events, both *in-situ* and discrete water quality data should be collected. *In-situ* data should consist of temperature, dissolved oxygen, pH, and specific conductivity, all of which will be measured using a calibrated multi-probe water quality meter. Princeton Hydro is certified by the NJDEP (#10006) in these parameters. Discrete water quality samples should be collected at each site and analyzed for total phosphorus (TP), soluble reactive phosphorus (SRP), nitrate-nitrogen (NO<sub>3</sub>-N), and total suspended solids (TSS). Observations of stream inlet conditions will also be recorded during these events.

**Task 3.0 Fee - \$9,000.00**

### **TASK 4.0 - WATER QUALITY ASSESSMENT – LAKE-BASED WATER QUALITY DATA: LAKES GROUP 1**

#### *In-Situ*

A single growing season (May 2023 – October 2023) investigation and assessment of the water quality of each of the lakes of Group 1 of this Township study should be performed. This would entail bimonthly water quality sampling being conducted at each lake for a total of three (3) sampling events per lake. Samples should be collected at a minimum of two stations (final station locations to be determined in concert with the Township and each lake association). During each event and at each station *in-situ* water quality data consisting of real-time measurement of dissolved oxygen, temperature, pH, and specific conductivity should be conducted. These measurements are to be recorded in profile (surface to bottom) at 0.5 to 1-meter increments. At each of these sampling stations the lake's clarity (Secchi disk transparency) should also be measured.

#### *Discrete*

At a station established in the approximate center (or at its deepest point should that not be in the center of the lake), discrete whole water samples should be collected at a depth 0.5 meters below the surface of the lake and 0.5 meters above the bottom of the lake. In the event of two lakes (Upper/Lower), the LOWER lake will be utilized for the collection of laboratory-based samples. These samples will then be submitted to an NJDEP certified water testing lab for the analysis of total phosphorus (TP), soluble reactive phosphorus (SRP), nitrate nitrogen (NO<sub>3</sub>-N), NH<sub>3</sub> nitrogen (N as ammonia), Chlorophyll a and total suspended solids (TSS). At the same deep-water station, zooplankton and phytoplankton samples should also be collected via net tow and analyzed for species composition, dominant organism and relative density.

Additionally, during each of the three (3) sampling events, a general survey of aquatic vegetation and/or algae growth (planktonic or filamentous) should be conducted. These surveys will provide the associations with an objective understanding of the amount and distribution of SAV and algae occurring throughout each lake over the course of the growing season. The survey should include general observations of the shoreline perimeter of the lake. These surveys can be discussed in advance, but should focus on areas having a history of significant Submerged Aquatic Vegetation (SAV) and/or algae problems.



Finally, observations of known nuisance waterfowl, such as Canada geese, will also be recorded during each event.

**Task 4.0 Fee – \$55,500.00**

## **PHASE II (2024)**

### **TASK 5 – WATERSHED MODELING; HYDROLOGIC AND POLLUTANT LOADING – LAKES GROUP 2**

#### **TASK 5.1 - HYDROLOGIC AND POLLUTANT LOADING ANALYSIS**

Similar to Task 2.1, the objective of this task will be to model the watershed hydrologic and nutrient loading properties to each Group 2 lake. (Note that the modeling will be watershed-based and will not include the properties of each lake itself.) The hydrologic and pollutant loading data will enable the Township to identify and target the primary sub-watersheds or stormwater discharge areas requiring the greatest load control and evaluate the feasibility of managing these loads. This will aid the Township in selecting, prioritizing and implementing nutrient and sediment load management efforts, thus ensuring that future restoration practices are directed to the watershed projects having the greatest overall benefit to the long-term management of surface water quality.

**Task 5.1 Fee - \$36,000.00**

#### **TASK 5.2 - ANALYSIS OF THE POLLUTANT REMOVAL ACHIEVABLE THROUGH THE IMPLEMENTATION OF SPECIFIC WATERSHED BASED MANAGEMENT TECHNIQUES**

Similar to Task 2.2, the primary reason for conducting this study is to identify what needs to be done in the watersheds of the Township to minimize the annual pollutant load of each. As can be seen below, these pollutants consist of the common ecological nutrients phosphorus, nitrogen and suspended solids. These pollutants are also known to be the primary cause of eutrophication in lakes, of which can lead to conditions that are prone to harmful algal blooms (HABs). With this data the watershed-based management options can be determined, with the ultimate goal being minimization of surface water quality issues, if any.

This should allow for identification of those sub-watersheds having the greatest impact as well as those sub-watersheds having the most manageable (correctable) loads. Using this data, a list of Best Management Practices (BMPs) and Green Infrastructure (GI) techniques can be provided to the Township that could effectively manage the pollutant loads generated by each major sub-watershed's specific pollutant loads. Emphasis should be given to bioretention type systems that can be implemented on a lot-specific or regional scale. Such BMPs have a high capacity for the removal of nutrients. An examination and discussion of the water quality benefits of restoring and/or creating wetland buffers, riparian buffers, and lakefront aquascape shorelines should also be performed. Where possible, based on inspections of the watershed or information contained in reports made available, the report should identify examples of site-specific locations where wetland buffers, riparian buffers, and lakefront aquascaping could potentially be implemented as part of future watershed management efforts.

**Task 5.2 Fee - \$37,000.00**



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## **TASK 6.0 - WATER QUALITY ASSESSMENT – WATERSHED-BASED WATER QUALITY DATA: LAKES GROUP 2**

Similar to Task 3, using the modeling data calculated as part of Task 5, at a minimum, three (3) watershed-based baseflow (no rain in the previous 72 hours) stream monitoring events should be conducted within each Group 2 lake's single primary sub-watershed with regards to pollutant and hydrologic loading. During these monitoring events, the same *in-situ* and discrete water quality data collected in Task 3 will also be collected. Observations of stream inlet conditions will also be recorded during these events.

**Task 6.0 Fee - \$10,000.00**

## **TASK 7.0 - WATER QUALITY ASSESSMENT – LAKE-BASED WATER QUALITY DATA: LAKES GROUP 2**

Similar to Task 4, a single growing season (May – October) investigation and assessment of the water quality of each of the lakes of Group 2 of this Township study should be performed. This would entail bimonthly water quality sampling being conducted at each lake for a total of three (3) sampling events per lake. Samples should be collected at a minimum of two stations (final station locations to be determined in concert with the Township and each lake association). During each event and at each station *in-situ* water quality data consisting of real-time measurement of dissolved oxygen, temperature, pH, and specific conductivity should be conducted. These measurements are to be recorded in profile (surface to bottom) at 0.5 to 1-meter increments. At each of these sampling stations the lake's clarity (Secchi disk transparency) should also be measured.

At a station established in the approximate center (or at its deepest point should that not be in the center of the lake), discrete whole water samples should be collected at a depth 0.5 meters below the surface of the lake and 0.5 meters above the bottom of the lake. In the event of two lakes (Upper/Lower), the LOWER lake will be utilized for the collection of laboratory-based samples. These samples will then be submitted to an NJDEP certified water testing lab for the analysis of total phosphorus (TP), soluble reactive phosphorus (SRP), nitrate nitrogen (NO<sub>3</sub>-N), NH<sub>3</sub> nitrogen (N as ammonia), Chlorophyll a and total suspended solids (TSS). At the same deep-water station, zooplankton and phytoplankton samples should also be collected via net tow and analyzed for species composition, dominant organism and relative density.

Additionally, during each of the three (3) sampling events, a general survey of aquatic vegetation and/or algae growth (planktonic or filamentous) should be conducted. These surveys will provide the associations with an objective understanding of the amount and distribution of SAV and algae occurring throughout each lake over the course of the growing season. The survey should include general observations of the shoreline perimeter of the lake. These surveys can be discussed in advance, but should focus on areas having a history of significant SAV and/or algae problems.

Finally, observations of known nuisance waterfowl, such as Canada geese, will also be recorded during each event.

**Task 7.0 Fee – \$57,000.00**

## **TASK 8.0 – TROPHIC STATE ASSESSMENT**

Using the field data collected in Tasks 3, 4, 6 and 7 as well as the modeling data from Task 2 and Task 5, internal phosphorus loading can be estimated using standard limnological metrics and then incorporated into the overall load for that individual lake/watershed. The basic input parameters for this analysis are the lake's volume, maximum depth, average depth, seasonal dissolved oxygen and temperature profiles and hydrologic data. Analysis of the hydrologic data generated through Task 2 and Task 5 in conjunction with the external and internal





pollutant loads will be used to compute the existing trophic state of each lake, which describes total system productivity or more simply if the lake is oligotrophic, mesotrophic, or eutrophic.

**Task 8.0 Fee – \$24,000.00**

### **TASK 9.0 - GENERAL ASSESSMENT REPORT**

Once all the laboratory data have been received and processed and the watershed modeling has been completed, and any existing historical data reviewed, a General Assessment Report should be authored. The report should discuss the data and observations compiled during the monitoring and compare these data to established USEPA/NJDEP trophic state standards and NJDEP surface water quality threshold values. The report should also cover in detail any water quality issues that were observed or measured, especially the results of the phosphorus loading and the *in-situ* data. The report will also review in detail the results and findings of the field data (Tasks 3, 4, 6 and 7) and the relationships of the modeled data (Task 2 and Task 5) relative to any historical data (Task 1) provided by the Township or other agency.

Within the General Assessment Report, which will be based on the EPA's 9-element watershed plan model, the data will be presented in tables and/or graphs. Within the report an identification of which watershed management techniques and measures are best suited for immediate or long-term implementation. For each recommended technique a preliminary cost estimate (as based on the availability of data) for the implementation of the specified measure should be generated. These data should be used in turn to rank each recommended management measure. Within the report an identification of regulatory constraints affecting each of the recommended watershed-based management measures should be discussed and for each a list of anticipated NJDEP permits, as well as any other anticipated regulatory agency permits.

Within the plan a schedule should be generated for the implementation for the recommended watershed management measures. This will provide the Township with a sense of not only how to prioritize restoration recommendations, but how to budget for their implementation in both the short-term and long-term. Finally, within the plan a long-term water quality monitoring plan that can be used by both the Township and the individual lake associations should be provided to objectively and quantitatively track the watershed-based water quality improvements and ecological benefits achieved through the implementation of any recommendations provided in the General Assessment Report. However, it is important to note that no specific management recommendations will be provided by the Township to the individual lake Associations.

**Task 9.0 Fee - \$38,000.00**



In an effort to summarize the total fees for this project, Table 1 below presents Fee with associated costs.

**Table 1 – Task/Fee Summarization**

Phase	Task	Description	Fee
1	1	Historical Data Review	\$14,000.00
1	2.1	Hydrologic and Pollutant Loading Analysis – Group 1 Lakes	\$35,000.00
1	2.2	Analysis of Pollutant Removal Watershed Techniques – Group 1 Lakes	\$36,000.00
1	3	Collection of Baseline Watershed Water Quality Data – Group 1 Lakes	\$9,000.00
1	4	Collection of Lake-Based Water Quality Data – Group 1 Lakes	\$55,000.00
2	5.1	Hydrologic and Pollutant Loading Analysis – Group 2 Lakes	\$36,000.00
2	5.2	Analysis of Pollutant Removal Watershed Techniques – Group 2 Lakes	\$37,000.00
2	6	Collection of Baseline Watershed Water Quality Data – Group 2 Lakes	\$10,000.00
2	7	Collection of Lake-Based Water Quality Data – Group 2 Lakes	\$57,000.00
2	8	Trophic State Modeling	\$24,000.00
2	9	General Watershed Assessment Report	\$38,000.00
<b>TOTAL</b>			<b>\$351,000.00</b>

**Table 2 – Proposed Schedule**

Phase	Task	Description	Schedule
1	1	Historical Data Review	1/23 – 12/23
1	2.1	Hydrologic and Pollutant Loading Analysis – Group 1 Lakes	1/23 – 4/23
1	2.2	Analysis of Pollutant Removal Watershed Techniques – Group 1 Lakes	10/23 – 12/23
1	3	Collection of Baseline Watershed Water Quality Data – Group 1 Lakes	5/23 – 9/23
1	4	Collection of Lake-Based Water Quality Data – Group 1 Lakes	5/23 – 10/23
2	5.1	Hydrologic and Pollutant Loading Analysis – Group 2 Lakes	1/24 – 4/24
2	5.2	Analysis of Pollutant Removal Watershed Techniques – Group 2 Lakes	10/24 – 12/24
2	6	Collection of Baseline Watershed Water Quality Data – Group 2 Lakes	5/24 – 9/24
2	7	Collection of Lake-Based Water Quality Data – Group 2 Lakes	5/24 – 10/24
2	8	Trophic State Modeling	11/24 – 12/24
2	9	General Watershed Assessment Report	1/25 – 3/25

**TOWNSHIP OF VERNON**

**RESOLUTION #23-86**

**AUTHORIZE THE AWARD OF A PROFESSIONAL SERVICES CONTRACT  
WITH CHRIS L MIKOLAJCZYK, CLM, OF PRINCETON HYDRO, LLC FOR  
LAKE/WATERSHED MANAGEMENT PLAN IN A REQUIRED DISCLOSURE MANNER**

**WHEREAS**, the Township of Vernon has a need for development and completion of a Lake/Watershed Management Plan, in accord with Highlands Council grant requirements; and

**WHEREAS**, per Resolution# 22-235, the Township authorized Chris L. Mikolajczyk, CLM, from Princeton Hydro, LLC to prepare and submit a Scope of Work for Watershed Management Plan to the Highlands Council which was completed and approved; and

**WHEREAS** it is the desire of the Township of Vernon to award a contract for said purpose with Chris L. Mikolajczyk, CLM, Senior Project Manager, for Princeton Hydro, LLC, who qualifies as a professional service; and

**WHEREAS**, the procurement of professional services without public bidding is permitted under the New Jersey Local Public Contracts Law at N.J.S.A. 40A:11-5a; and

**WHEREAS**, the amount of said contract will not exceed \$149,000.00 and will be fully reimbursed by Highland Council per Plan Conformance Grant #09-033-011-1002 upon completion.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Township of Vernon authorizes the Mayor to enter into a contract with Chris L. Mikolajczyk, CLM, Senior Project Manager, for Princeton Hydro, for the cost of \$149,000.00, for the development and completion of a Lake /Watershed Management Plan in accord with Highlands Council grant requirements;

**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

Upon the aforementioned professional being a member in good standing in his respective profession.

Certification of Funds	
Account: G-02-40-701-15	
Amount: \$149,000.00	
CMFO Signature: _____	

**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 March 13, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made this 17th day of February 2023, by and between VERNON TOWNSHIP (hereinafter referred to as the "Client") having a business address of 21 Church Street, Vernon, New Jersey 07462 and PRINCETON HYDRO, LLC, (hereinafter referred to as "Princeton Hydro"), having a business mailing address of PO Box 3689, Trenton, New Jersey 08629, and a business physical location of 35 Clark Street, Suite 200, Trenton, New Jersey 08611 (Client and Princeton Hydro may be collectively referred to as the "parties" and individually as a "party").

WHEREAS, the Client desires to obtain professional consulting services from Princeton Hydro for Watershed Management Program, Phase One, Vernon Township, Sussex County, New Jersey, on the terms as herein provided, and,

WHEREAS, Princeton Hydro desires to provide professional consulting services to Client for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

**FIRST:** Princeton Hydro shall perform the "Scope of Services" and the Client has agreed to the compensation as described in the proposal, a copy of which is attached hereto ("Proposal"), which is agreed upon by the parties, and made a part hereof.

**SECOND:** For its efforts in performing the Scope of Services, Client shall pay Princeton Hydro One Hundred Forty-Nine Thousand (\$149,000.00) Dollars as set forth in more detail in the Proposal.

**THIRD:** Princeton Hydro's Standard Terms and Conditions of Professional Service Agreements, a copy of which is attached hereto, which is agreed upon by the parties and made a part hereof.

**VERNON TOWNSHIP**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name

**PRINCETON HYDRO, LLC**

By:

  
\_\_\_\_\_  
Geoffrey M. Goll, P.E.  
President

**STANDARD TERMS AND CONDITIONS OF PROFESSIONAL SERVICE AGREEMENTS**

1. **Definitions.** The following terms as used herein shall have the meanings stated:

**“Princeton Hydro”** PRINCETON HYDRO, LLC

**“Client”** VERNON TOWNSHIP

**“Fixed Price”** This is the compensation to be paid by Client to Princeton Hydro for the Scope of Services set forth in the Proposal, which is invoiced for a fixed total amount without detail.

**“Not-to-Exceed”** This is the upper limit of charges to be invoiced on a Time and Materials basis, and not to be exceeded, unless there is change in the Scope of Services, as accepted by the Client.

**“Practice of Engineering”** or **“Professional Engineering”**, is defined by the National Society of Professional Engineers. The Practice of Engineering or Professional Engineering services, involves: (i) the specialized knowledge of applied mathematics and sciences, dealing with the design of structures, machines, equipment, utilities systems, materials, processes, works, or projects, public or private; (ii) the teaching of advanced engineering courses in institutions of higher learning; (iii) the direction of or the performance of engineering surveys, consultation, investigation, evaluation, planning, and professional observation of construction of public and private structures, works, or projects; or (iv) engineering review of drawings and specifications by regulatory agencies.

**“Professional Service Agreement”** or **“Agreement”** is the Professional Services Agreement entered into by Princeton Hydro and the Client.

**“Project”** The overall product being designed, permitted, implemented, analyzed, or reviewed, which includes the services set forth within the Scope of Services. For this Agreement, the services set forth within the Scope of Services may entail all of the necessary components, or only a portion of the overall Project in development.

**“Proposal”** Is attached to the Professional Services Agreement between Princeton Hydro and Client and contains the applicable Scope of Services, Fixed Price, Lump Sum, or Time and Material Contracts.

**“Scope of Services”** The outline and detail of technical tasks to be completed for which Princeton Hydro has been contracted.

**“Time & Materials”** This form of compensation is invoiced at Princeton Hydro’s hourly rates and expense reimbursement (including subcontractors) and detailed with hours and expense amounts for the Scope of Services set forth in the Proposal.

2. **Contract Formation.** The Client entering into the Professional Services Agreement indicates assent and agreement to the terms and conditions hereof. Client entering into the Professional Services Agreement (which includes the attachments thereto) agreed to the contractual basis and billing structure for work to be performed by Princeton Hydro.

**3. Practice of Engineering or Professional Engineering, only if explicitly described in the Proposal.** Unless specified in the Proposal that the Practice of Engineering or Professional Engineering services is included/described within the Scope of Services, the Client, their authorized representative and agents understand that the Practice of Engineering or Professional Engineering services are NOT included in the services to be provided, regardless of the Princeton Hydro personnel assigned to the work. If such specific Practice of Engineering or Professional Engineering services are requested, a separate Proposal and Scope of Services pursuant to the Professional Services Agreement will be required to be prepared and agreed upon for that specific effort.

**4. Price.** The compensation prices stated in the Proposal are based on the expected time schedule set forth in Scope of Services (included in the Proposal). If there is no expected time schedule, then the normal period that Princeton Hydro devotes to a similar scope of services as set forth in the Fixed Price that Princeton Hydro includes in the Agreement with the Client. The prices are firm and are not subject to increase, except where a price escalation is stated in a multi-year Agreement with the Client. For Fixed Price services, if for reasons beyond Princeton Hydro's control, the Agreement extends beyond the expected time schedule (which is either included in the Scope of Services or within the ordinary performance of similar Project types), Princeton Hydro reserves the right to increase the Fixed Fee and the Client will be responsible to pay for such increase. For Time and Material agreements that extend over a year beyond the date the Agreement was executed, Princeton Hydro has the right to increase hourly rates and direct charges (i.e. photocopies, plots, equipment, etc.) to reflect customary increases to operating expenses and industry inflation. The Client will be notified 30 days in advance of such increases.

**5. Payment.** Payment shall be made to Princeton Hydro within thirty (30) days after date of invoices. Princeton Hydro shall be entitled, at its sole option, to terminate its obligations under the Agreement if any invoice is not paid within thirty (30) days of its receipt. Interest charges of 2% per month will be added to invoices outstanding after 30 days. Payment via credit card is accepted but is subject to a percent of the total payment amount; the percentage charge may vary from time to time, based on the charges incurred from the bank, but generally is 3%.

For services provided on a Fixed Price basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby Princeton Hydro will estimate the percentage of the total work accomplished during the invoicing period. Additionally, if the services provided include the procurement of contractors or subconsultants by Princeton Hydro, a separate invoice may be generated and forwarded to the Client upon completion and receipt of an invoice from said contractors or subconsultants within the same period of service of the monthly invoice described above, and shall be subject to the same payment terms.

**6. Termination.** In the event of termination of the Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Princeton Hydro for all services rendered and all reimbursable costs incurred by Princeton Hydro up to the date of termination, in accordance with the payment provisions of the Agreement.

The Client may terminate the Agreement for the Client's convenience and without cause upon giving Princeton Hydro not less than seven (7) calendar days' written notice.

Either party may terminate the Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- Substantial failure of the other party to perform in accordance with the terms of the Agreement and through no fault of the terminating party,
- Assignment of the Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

- Suspension of the Project or Princeton Hydro's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
- Material changes in the conditions under which the Agreement was entered into, the Scope of Services or the nature of the Project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of Princeton Hydro, the Client shall pay Princeton Hydro, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Princeton Hydro in connection with the orderly termination of the Agreement, including, but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

7. Excusable Delay. Princeton Hydro shall be excused for any delay in performance hereunder arising from a cause beyond its control which it could not through the exercise of due diligence have avoided, including, but not limited to, an act of any governmental authority, an act of God, an accident such as a fire or explosion, which is not due to the negligence of Princeton Hydro, a strike, a riot, or a failure of public transportation facilities. Princeton Hydro shall give written notice and full particulars of the cause of delay as soon as possible after its occurrence.

8. Princeton Hydro's Opinion. In Princeton Hydro's professional opinion, services furnished hereunder shall be rendered competently by qualified personnel and in accordance with the accepted practice. For professional services, Princeton Hydro will exercise reasonable care, skill, competence, and judgment consistent with professional standards in performing the services and in meeting any estimate of cost or schedule set forth in the Proposal, subject to the terms in paragraph 9, below.

9. Accepted Risk and Adaptive Management. The Client understands that analyses, studies, and design (also the Practice of Engineering or Professional Engineering, but only if included in a Proposal and Scope of Services agreed upon by Princeton Hydro and the Client) provided by Princeton Hydro include the evaluation of natural systems (soil, rock, water, weather, climate, and biological function, etc.) ("Analysis") which have variable proportions of heterogeneity and predictability in behavior, including, but not limited to, the unpredictability caused by climate change. The Client acknowledges and accepts the intrinsic levels of risk in connection with the Analysis. In addition, regardless of implementation of services in accordance with Princeton Hydro's Analysis, the final product performance may vary and require modification after a Project is constructed in order to meet overall expectations due to impacts by unknowns (including, but not limited to, stream, wetland, stormwater system, dam foundation), which the Client accepts. The Client also acknowledges that they have evaluated the level of risk related to budget constraints and unforeseen conditions and has prepared and budgeted for adaptive management that may be necessary because of said risk.

10. Indemnification. Princeton Hydro agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the Client, its officers, directors, owners and employees (collectively, "Client Indemnitee") against all claims, causes of action, damages, liabilities or costs (including reasonable attorneys' fees incurred in the defense in the event that Princeton Hydro does not defend Client Indemnitee) (collectively "Claims"), to the extent arising out of the Princeton Hydro (or its contactors or consultants) negligence, omissions or misconduct in the performance of professional services as set forth in, and subject to the terms of the Agreement that results in a claim by a third party against the Client Indemnitee; provided, however, the indemnification shall not apply to the extent that Claims are caused by the negligence, omissions or misconduct of Client or third parties.

The Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless Princeton Hydro, its officers, directors, employees, members and consultants (collectively, "Princeton Hydro



Indemnitee") against all Claims to the extent arising out of the Client's (or its contactors or consultants) negligence, omissions or misconduct in connection with the Project that results in a claim by a third party against the Princeton Hydro Indemnitee; provided, however, the indemnification shall not apply to the extent that Claims are caused by the negligence, omissions or misconduct of Princeton Hydro or third parties.

11. **Right of Entry.** The Client shall provide for Princeton Hydro's right to enter the property owned by the Client and/or others in order for Princeton Hydro to fulfill the Proposal included hereunder. Although Princeton Hydro will exercise reasonable care in performing its services, the Client understands that the use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement, for which Princeton Hydro shall have no liability. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Princeton Hydro Indemnitees against any Claims by third parties arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

12. **Confidentiality.** Princeton Hydro agrees to keep confidential and not to disclose to any person or entity, other than Princeton Hydro's, employees, subconsultants and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by Princeton Hydro or furnished to Princeton Hydro and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict Princeton Hydro from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for Princeton Hydro to defend itself from any legal action or claim.

13. **Late Payment.** In the event that Client fails to make payment to Princeton Hydro in accordance with Paragraph 5 or 6 of this Agreement, Client shall be responsible for all of Princeton Hydro's costs, fees and expenses, including reasonable attorneys' fees, in connection with collection actions instituted to secure payment of outstanding amounts due.

14. **Code Compliance.** Princeton Hydro shall exercise usual and customary professional care in its efforts to comply with all laws, codes, and regulations in effect as of the date of the enclosed Proposal. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle Princeton Hydro to a reasonable adjustment in the Project schedule and additional compensation as necessary to complete the tasks outlined in the enclosed Proposal.

15. **Judicial Proceedings.** Any action or proceeding arising hereunder shall be brought in the Courts of the State of New Jersey; provided, that if any such action or proceeding arises under the Constitution, the laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties hereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the State of New Jersey or any successor court thereto. If a trial is conducted, the parties waive a trial by jury.

16. **Limit of Liability.** To the extent permitted by law, the Client agrees to limit Princeton Hydro's liability for Client damages under the Agreement to the sum of \$100,000.00 or Princeton Hydro's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory asserted.

17. **Attorney's Fees.** In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

18. Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Princeton Hydro, their respective officers, directors, owners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, punitive, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including, without limitation, negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Princeton Hydro shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

19. Permitting. Princeton Hydro shall assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which Princeton Hydro's services are being engaged. The assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by Princeton Hydro and as described in the Proposal or this Agreement. However, Princeton Hydro does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Compensation for services rendered by Princeton Hydro is not contingent upon the successful acquisition of these permits.

20. Hazardous Wastes, Materials, or Substances. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless Princeton Hydro Indemnitees from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, regardless of whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except to the extent that it arise from the sole negligence or willful misconduct of Princeton Hydro.

21. Documents. All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from Princeton Hydro's services under this Agreement are and remain the property of Princeton Hydro as instruments of service. Where such documents are required to be filed with governmental agencies, Princeton Hydro will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at the Client's or others' sole risk without liability or legal exposure to Princeton Hydro unless approved in writing by Princeton Hydro prior to such reuse.

22. Construction Services. Neither the professional activities of Princeton Hydro, nor the presence of Princeton Hydro or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work performed by the General Contractor for Client and any health or safety precautions required by any regulatory agencies. Princeton Hydro and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, Princeton Hydro Indemnitees shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance. A "General Contractor" is a separate entity that is contracted by Client to implement the design prepared by Princeton Hydro or others.

23. Mediation. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Princeton Hydro agree that all disputes between them arising out of or relating to this Agreement or the Project shall first be submitted to nonbinding mediation conducted by the American Arbitration Association, by a mediator experienced in services performed by Princeton Hydro, unless the parties mutually agree otherwise.

The Client and Princeton Hydro further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

**VERNON TOWNSHIP**


By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

**PRINCETON HYDRO LLC**

By:

  
Geoffrey M. Goll, P.E.  
President



**Township of Vernon**

**RESOLUTION #23-87**

**Emergency Temporary Appropriations**

**WHEREAS**, an emergent condition has arisen in that the Township is expected to enter in contracts, commitments or payments prior to the 2023 budget and no adequate provision has been made in the 2023 temporary budget for the aforesaid purposes, and

**WHEREAS**, N.J.S. 40A:4-20 provides for the creation of an emergency temporary appropriation for said purpose, and

**WHEREAS**, the total emergency temporary appropriation resolutions adopted in the year 2023 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total:

Current Fund: \$5,519,552.00

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Township of Vernon, in the County of Sussex, State of New Jersey, (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. Emergency temporary appropriations be and the same are hereby made in the amount of:

Current Fund

Description	Emergency Appropriations
GENERAL ADMINISTRATION - S&W	\$ 27,500.00
GENERAL ADMINISTRATION - O/E	\$ 24,886.00
MAYOR & COUNCIL - S&W	\$ 7,914.00
MAYOR & COUNCIL - O/E	\$ 1,020.00
CLERK - S&W	\$ 29,167.00
CLERK - O/E	\$ 7,633.00
FINANCE - S&W	\$ 37,833.00
FINANCE - O/E	\$ 8,040.00
TECHNOLOGY - O/E	\$ 6,167.00
COLLECTION OF TAXES - S&W	\$ 27,000.00
COLLECTION OF TAXES - O/E	\$ 5,360.00
ASSESSMENT OF TAXES - S&W	\$ 36,333.00
ASSESSMENT OF TAXES - O/E	\$ 23,467.00
LEGAL SERVICES - O/E	\$ 58,752.00
ENGINEERING SERVICES - O/E	\$ 10,000.00
BEAUTIFICATION COMMITTEE - O/E	\$ 1,000.00
LAND USE BOARD - S & W	\$ 32,713.00
LAND USE BOARD - O/E	\$ 12,012.00
BUILDING DEPARTMENT - S&W	\$ 83,000.00
WORKERS COMP. INSURANCE - O/E	\$ 230,000.00
GROUP INSURANCE - O/E	\$ 530,000.00
GROUP INSURANCE - HEALTH WAIVERS	\$ 8,000.00

Description	Emergency Appropriations	
OTHER INSURANCE - O/E	\$	320,000.00
POLICE DEPARTMENT - S&W	\$	735,000.00
POLICE DEPARTMENT - O/E	\$	27,000.00
RADIO COMMUNICATIONS - S&W	\$	80,000.00
RADIO COMMUNICATIONS - O/E	\$	1,500.00
911 COMMUNICATIONS - S&W SHARED SRVC	\$	2,500.00
VOLUNTEER EMERGENCY SERVICES	\$	57,500.00
FIRE PREVENTION - S&W	\$	32,000.00
FIRE PREVENTION - O/E	\$	2,000.00
TWP. PROSECUTOR - O&E	\$	8,500.00
ROAD REPAIRS & MAINT. - S&W	\$	240,000.00
RECYCLING S&W	\$	5,000.00
RECYCLING - O/E	\$	3,000.00
BUILDINGS & GROUNDS - S&W	\$	8,500.00
BUILDINGS & GROUNDS - O/E	\$	20,000.00
FLEET MANAGEMENT - S&W	\$	45,500.00
FLEET MANAGEMENT - O/E	\$	46,700.00
ANIMAL CONTROL - S&W	\$	23,850.00
ANIMAL CONTROL - O/E	\$	3,450.00
SEN CITIZENS - S&W	\$	10,200.00
SEN. CITIZENS - ACTIVITIES -O/E	\$	10,900.00
RECREATION - S&W	\$	15,000.00
RECREATION - O/E	\$	12,500.00
MAINTENANCE OF PARKS - S&W	\$	32,000.00
MAINTENANCE OF PARKS - O/E	\$	10,000.00
MUNICIPAL COURT - S&W	\$	29,500.00
MUNICIPAL COURT - O/E	\$	1,575.00
UTILITIES O/E	\$	110,750.00
SOCIAL SECURITY - O/E	\$	112,500.00
DEFINED CONTRIB RETIREMENT PROGRA	\$	1,170.00
DEEP CORE TESTING-DCA ARPA FUNDS	\$	100,000.00
HIGHLANDS GRANT- WATERSHED MNGMNT	\$	149,000.00
MATCHING FUNDS FOR GRANTS	\$	85.00
SHARED SERVICE - ANIMAL CONTROL	\$	20,980.00
SHARED SERVICE - FINANCIAL MUA	\$	21,275.00
SHARED SERVICES - SENIOR CITIZENS	\$	6,925.00
<b>2023 TEMP BUDGET IN CAP APPROPRIATIONS</b>	<b>\$</b>	<b>3,514,157.00</b>
CAPITAL PURCHASE OF VEHICLES	\$	40,000.00
<b>2023 EMERGENCY O/S CAP APPROPRIATIONS</b>		<b>40,000.00</b>
<b>2023 EMERGENCY TOTAL APPROPRIATIONS</b>		<b>3,554,157.00</b>

2. Said emergency temporary appropriations will be provided for in the 2023 budget.
3. That one certified copy of this resolution be filed with the Director, Division of Local Government Services.

**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 March 13, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						





**Township of Vernon**

**RESOLUTION #23-88**

**Authorizing Contract with Microsystems-NJ, LLC,  
for the Year 2023 in the Amount Not to Exceed \$12,000.00**

**WHEREAS**, there exists a need for Computer services for the Township of Vernon for the Tax Assessment Computer Assisted Mass Appraisal System (CAMA), MOD IV 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/MOD IV 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 2023 municipal budget and the value of the contract will not exceed \$12,000.00.

**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 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 March 13, 2023 7:00 pm in the Vernon Municipal Center.

---

Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

## **TOWNSHIP OF VERNON**

### **RESOLUTION #23-89**

#### **A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM SUSSEX COUNTY FOR THE TOWN CENTER GREENWAY – BLACK CREEK PROJECT**

**WHEREAS**, the Sussex County Board of County Commissioners (“County”) created the Sussex County Open Space and Farmland Preservation Trust Fund (“Trust Fund”) in accordance with P.L. 1994 C.125 (C.40:12-15.1 et seq.); and

**WHEREAS**, the Township of Vernon (“Township”) made the an application to the County for financial assistance under the Trust Fund with an intention to use said funds for the Town Center Greenway – Black Creek Project; and

**WHEREAS**, the Township submitted an application in accordance with the rules and regulations of the Trust Fund and the Sussex County Open Space Trust Fund Committee reviewed said application and found it to be in conformance with the scope and the mission of the Trust Fund, and recommended to the Sussex County Board of County Commissioners that the project be awarded funding; and

**WHEREAS**, on May 12, 2021 the Sussex County Board of County Commissioners, in consideration of the recommendation of the Open Space Committee, approved Resolution 187-2021, approving the Township’s application for the project titled Town Center Greenway – Black Creek Project; and

**WHEREAS**, the County has provided the Township with a proposed agreement which is required for release of the grant funds; and

**WHEREAS**, a determination has been made that it is in the best interests of the Township to enter into the proposed agreement with the County to accept the appropriated grant funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Vernon that the Mayor and the Business Administrator are authorized to execute an agreement with the County for grant funds for the Town Center Greenway – Black Creek Project in a form similar to the document attached hereto.

### **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 March 13, 2023 7:00 pm in the Vernon Municipal Center.

---

Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						



**OFFICE OF THE COUNTY COUNSEL**  
Sussex County Administrative Center  
One Spring Street  
Newton, N.J. 07860  
Telephone: (973) 579-0230  
FAX: (973) 383-1124  
E-mail: [lmcmamus@floriolaw.com](mailto:lmcmamus@floriolaw.com)

**Liam B. McManus, Esq.**  
*Office of County Counsel*

## County of Sussex

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Joshua Zielinski  
Vernon Township Attorney  
O'Toole Scrivo, LLC  
14 Village Park Road  
Cedar Grove, NJ 07009

Re: Open Space Project: Town Center Greenway- Black Creek Project

Dear Attorney Zielinski:

As you know, I am with the office of County Counsel for Sussex County. In that capacity, I have been asked to contact you on behalf of the Sussex County Open Space Advisory Committee regarding Vernon Township's open space project "Town Center Greenway- Black Creek Project".

After a thorough review of the submitted proposal, including the supplemental remediation report from the Department of Environmental Protection, the County of Sussex has determined that the necessary prerequisites have been fulfilled and the Project can be finalized. In order to finalize the Project, the Open Space Advisory Committee requires final confirmation of the metes and bounds of the Project. We ask that you please provide these metes and bounds at your earliest convenience, to facilitate final approval on behalf of Sussex County.

Included with this letter is the draft agreement between the Township of Vernon and Sussex County along with the draft restrictions to be recorded. Please review these drafts and let us know if you have any proposed changes.

If you have any questions or concerns, please do not hesitate to contact me. Thank you for your cooperation.

Florio, Perrucci, Steinhardt, Cappelli,  
Tipton, & Taylor, LLC.

/s/Liam B. McManus, Esq

Liam B. McManus, Esq  
Office of County Counsel

Cc Autumn Sylvester, via email

Prepared by: Liam B. McManus, Esq.

## NOTICE OF LAND USE RESTRICTIONS

TOWNSHIP OF VERNON, a municipal corporation of the State of New Jersey, having an address at 21 Church Street, Vernon, New Jersey 07462, is the owner of land located in Vernon Township, County of Sussex, State of New Jersey, being approximately 7.24 acres more particularly described in a Deed from 8-250 Black Creek LLC, to Township of Vernon dated February 9, 2022, and recorded on June 24, 2022 with the Sussex County Clerk's Office in Book 3641 at Page 29, known as Lot 12 and in Block 391 and more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

Notice is hereby given that the Township of Vernon acquired the Property with grant funds from the Sussex County Open Space and Farmland Preservation Trust Fund, pursuant to a Grant Agreement between Vernon Township and the Sussex County Board of County Commissioners, more particular described in Exhibit B attached hereto and made a part hereof (the "County Grant Agreement").

The terms of the County Grant Agreement require the following land use restrictions to run with the land:

The Property described herein was acquired with the aid of a grant from the County of Sussex and shall not be disposed of or diverted to a use other than recreation and conservation purposes without the approval of the County pursuant to N.J.S.A. 40:12-15.4, and, if Green Acres funds were also used to purchase such lands, without the approval of Commissioner of Environmental Protection and the State House Commission under N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36.

The Township of Vernon hereby confirms its obligation with regard to the Property pursuant to the terms of the attached Grant Agreement, including ensuring the long-term conservation of the Property.

The terms of this Notice shall be binding upon the Township of Vernon and its successors, successors in title and assigns and shall run with the land.

In witness whereof, the Township of Vernon has set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witnessed or Attested by:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Howard Burrell, Mayor

ACKNOWLEDGMENT

STATE OF NEW JERSEY    )  
  :  
COUNTY OF SUSSEX        )

I certify that on \_\_\_\_\_, 2022, Marcy Gianattasio, personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) this person is the Municipal Clerk of Vernon Township, the municipal corporation named in this Agreement;
- (b) this person is the attesting witness to the signing of this Agreement by Howard Burrell, the Mayor of Vernon Township;
- (c) this Agreement was signed and delivered by the Township of Vernon as its voluntary act duly authorized by a proper resolution of the Municipality;
- (d) this person knows the proper seal of the municipality which was affixed to this Agreement;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for this Agreement is \$\_\_\_\_\_. (Such consideration is defined in N.J.S.A. 46:15-5).

\_\_\_\_\_  
Marcy Gianattasio, Municipal Clerk

Sworn and Subscribed to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_,  
2022

\_\_\_\_\_  
Notary  
\_\_\_\_\_

**SUSSEX COUNTY FARMLAND**  
**RECREATION AND OPEN SPACE TRUST FUND**  
**GRANT AGREEMENT**

**This Agreement**, entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Sussex, a political subdivision of the State of New Jersey, having its principal office located at Sussex County Administrative Center, One Spring Street, Newton, New Jersey 07860, hereinafter referred to as “**County**” and the Township of Vernon, a political subdivision of the State of New Jersey, having its principal office located at 21 Church Street, Vernon, New Jersey 07462, hereinafter referred to as “**Township**”; and

**WITNESSETH:**

**WHEREAS**, the Sussex County Board of County Commissioners created the Sussex County Open Space and Farmland Preservation Trust Fund, hereinafter referred to as “Trust Fund” in accordance with P.L. 1994 C.125 (C.40:12-15.1 et seq.); and

**WHEREAS**, the Township of Vernon has made the application to the County for financial assistance in fiscal year 2021 under the Trust Fund; and

**WHEREAS**, the Township of Vernon has submitted an application in accordance with the rules and regulations of the Trust Fund and the Sussex County Open Space Trust Fund Committee has reviewed said application and found it to be in conformance with the scope and the mission of the Trust Fund, and recommended to the Sussex County Board of County Commissioners that the project be awarded funding; and

**WHEREAS**, on May 12, 2021 the Sussex County Board of County Commissioners, in consideration of the recommendation of the Open Space Committee, approved Resolution 187-2021, approving the Township’s application for the project titled Town Center Greenway – Black Creek Project, hereinafter referred to as “**Approved Project**” for funding; and

**WHEREAS**, the Township of Vernon has agreed to hold and use the premises of the **Approved Project** in compliance with the rules and regulations of the Trust Fund; and

**WHEREAS**, should any clause, section or provision of this Agreement be declared invalid by a court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion hereof.

**NOW THEREFORE**, in consideration of the award for funding, and in accordance with the application heretofore filed, and hereby incorporated into this Agreement as Schedule C, the **County** and the **Township** agree to perform in accordance with the terms and conditions set forth in this Grant Agreement hereinafter referred to as “**Agreement**.”



## **GENERAL PROVISIONS**

### **1. DEFINITIONS:**

- A. The term “Approved Project” means the acquisition of the project site in fee simple absolute or a lesser interest in real property by gift, purchase, devise or condemnation, heretofore titled the Morgan Property.
- B. The term “County” as used herein means the Sussex County Board of County Commissioners.
- C. The term the “Township” as used herein refers to the Township of Vernon in Sussex County which has submitted an application, has been awarded a Trust Fund Grant, and has executed this Agreement with the County.
- D. The term the “Conservancy” as used herein, refers to the organization which has served as the Township’s consultant in making an application to the County for the award of a Trust Fund Grant.
- E. The term “cost of acquisition” means the fair market value or negotiated purchase price, including the value of any lands to be acquired by donation, whichever is less, specifically to be incorporated as part of the proposed project site, of all lands to be acquired by Township with the assistance of a grant pursuant to this Agreement. Funds may only be used for acquisition costs of the Approved Project. Any other ancillary costs, such as surveys, appraisals, and legal fees, are not eligible under the terms and conditions of this Agreement.
- F. The term “commencement” as used herein means upon the full execution of this Agreement.
- G. The term the “Trust Fund” means the Sussex County Farmland, Recreation and Open Space Trust Fund, created pursuant to subsection c. of section 2 of P.L.1997, c. 24 (c.40:12-15.2).
- H. The terms “Trust Funds” means the Trust Fund monies requested by the Township and granted by the County subject to the terms and conditions of this Agreement.

### **2. RULES AND REGULATIONS:**

The Township is bound to adhere to the rules and regulations of the Trust Fund as if set forth herein in their entirety.

**2. PROJECT ADMINISTRATION:**

- A. The Township hereby accepts responsibility for the administration and success of the Approved Project, including any sub-agreements made with the Conservancy, for accomplishing the objectives set forth in this Agreement.
- B. The Township agrees to secure funding in excess of the County share necessary for the completion of the Approved Project and to complete the Approved Project in accordance with (1) this Agreement, including all attached Schedules A through C; (2) the rules and regulations of the Trust Fund; and (3) the application, estimates, and maps submitted to the County and incorporated herein by reference.
- C. The Township shall submit all necessary documentation and any other information within the time frame and in the manner requested by the County.
- D. The Township and its contractors and subcontractors shall secure completion of the Approved Project in accordance with all State, Federal and local laws and regulations in performance of this Agreement. Failure to comply with such laws, rules, regulations or policies shall, after notices and reasonable opportunity to cure, shall be grounds for termination of this project.
- E. The Township agrees to award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. The Township shall bear the primary responsibility for prevention, detection and cooperation in the prosecution of any such conduct. The Township shall pursue available judicial and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices. The Township shall notify the County immediately after such allegation or evidence comes to its attention, and shall periodically advise the County of the status and ultimate disposition of any such matter.
- F. The Township agrees to award all Approved Project contracts in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the rules and regulations adopted pursuant thereto, N.J.A.C. 5:34-1 et seq.
- G. The Township agrees that it will not enter into a contract for work on the Approved Project with any person debarred, suspended, or disqualified from State contracting.
- H. The Township and its employees, contractors, and subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.); the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and 10:5-38; and the rules and regulations promulgated thereto.
- I. The Township and its employees, contractors, and subcontractors shall comply with the provisions of N.J.S.A. 52:32-4 et seq., and the rules and regulations promulgated pursuant thereto, as well as the provisions set forth in the Uniform Construction Code at N.J.S.A. 5:23-7 et seq., regarding facilities for the handicapped.
- J. The Township and its contractors and subcontractors shall be responsible for paying all necessary permits where applicable.

- K. The Township and its employees, subcontractors, and subcontractors' employees shall not engage in any conduct which could be considered a conflict of interest under the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq.
- L. The Township and its employees, contractors, and subcontractors shall comply with the provisions of the New Jersey Pay-To-Play Act, N.J.S.A. 19:44A-20.13 et seq., specifically including but not limited to N.J.S.A. 19:44A-20.27.
- M. The Township and its contractors and subcontractors shall comply with the provisions of The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et seq., and agrees it will not enter into a contract for work on the Approved Project with any person debarred, suspended, or disqualified from contracting by the Commissioner, Department of Labor pursuant to N.J.A.C. 7:1d-2.1 et seq.
- N. The Township shall insert in every construction contract for work on the Approved Project a clause stating that the contractor may be debarred, suspended or disqualified from contracting with the State and County if the contractor commits any of the acts listed in N.J.A.C. 7:1d-2.2.
- O. The Township and its contractors and subcontractors shall provide County personnel and any authorized representatives of the County reasonable access to all facilities, premises and records related to the Approved Project. The Township shall submit to the County any documents and information requested by the County relating to the Approved Project.
- P. If the Township fails to complete or substantially complete the Approved Project within the time period set forth in this Agreement, or fails to comply with the time period set forth in any other project contract, which is the subject of State assistance, then, and in that event, the County shall have the right in its sole discretion to withhold any funds that are or may become payable to the Township in accordance with this Agreement.
- Q. The Township agrees that any Trust Funds received from the County shall be used only for the purposes described in this Agreement. The Township further agrees that if it uses Trust Funds for any other purposes other than those specified and approved in this Agreement, the County may recover all such Trust Funds with reasonable interest.
- R. Upon completion of the project, the Township will erect and maintain one or more permanent signs, designed and approved by the County, in a publicly visible location at the project which contains the words "The Sussex County Farmland, Recreation and Open Space Trust Fund assisted in the purchase of this land" along with an approved Sussex County Seal.
- S. The Township shall maintain, protect and preserve all lands and improvements acquired under the Approved Project and as described in Schedule A.
- T. The acts codified as N.J.S.A. 40A:9-22.1 et seq. (New Jersey Local Governments Ethics Law) and as P.L. 1994 C.125 (c.40:12-15.1 et seq.) are by this reference incorporated as part of this Agreement.

**4. PROJECT COSTS:**

- A. Project costs eligible for Trust Fund assistance shall not exceed the cost of acquisition of the Approved Project.
- B. The Township or Conservancy in partnership with the Township, shall provide cost documentation certifying that the eligible project costs have been incurred. This certification shall be completed in a manner satisfactory to the County.
- C. The Trust Funds will be disbursed as payment no sooner than the time of closing on the Morgan Property. Funding will be disbursed for acquisition costs allocated on Schedule B, provided that such costs itemized on Schedule B were actually expended in the acquisition of the Approved Project site.

**5. FINANCIAL RECORDS AND AUDITING REQUIREMENTS:**

- A. The Township's financial management system including the financial management system of any partnership it may have with a qualified charitable conservancy shall provide for the following:
  - 1. Accurate, current and complete disclosure of the financial results of this Agreement and any other agreement, contract, grant, program or other activity administered by the Township;
  - 2. Records adequately identifying the source and application of all Township funds, and all funds administered by the Township. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
  - 3. Effective internal and accounting controls over all funds, property and other assets. The Township shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
  - 4. Comparison of actual outlays with budgeted amounts for this Agreement and for any other agreement, contract, grant, program or other activity administered by the Township;
  - 5. Accounting records supported by source documentation;
  - 6. Procedures consistent with the provisions of any applicable County policies and procedures for determining the reasonableness of costs under this Agreement.
- B. The County, or its duly authorized representative(s) shall have access to all records, books, documents and papers pertaining to this Agreement and/or the Approved Project for audit, examination, excerpt and transcript purposes. Obtaining information shall be made practicable for the County. County access to the records shall apply during performance of the Approved Project and for three years after the latter date of either final payment or audit resolution. All records shall be maintained accordingly. The Township shall cite this provision in all project related contracts with charitable non-profits.

- C. Audit reports must address the Township's compliance with the material terms and conditions of this Agreement and applicable rules/regulations. The Township shall conduct annual audits in conformance with the Title 2 of the Code of Federal Regulations (CFR) Part 200, Subpart F "Audit Requirements" and State OMB Circular 15-08-OMB "Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid." All other conditions pertaining to that clause are waived in addition to the entirety of Clause 5(D).
- D. Audit reports must contain an itemized schedule of the Township's County Trust Fund grant which identifies: grantor agency, project title, project amount and total disbursement.
- E. The Township's account will be adjusted, if necessary, upon the County's review of the annual audit reports.

**6. LAND USE RESTRICTIONS:**

- A. By accepting the County's grant of Trust Funds, the Township agrees to the following:
  1. To hold the Black Creek Property in trust and to use the Black Creek Property exclusively for purposes authorized by P.L. 1994 C.125 (c. 40:12-15.1 et seq.);
  2. To use the Trust Funds only in connection with the Approved Project, which is located within the County, and only for purposes authorized by P.L. 1994 C.125 (c. 40:12-15.1 et seq.);
  3. To make and keep the Approved Project accessible to the public, unless the County determines that public accessibility would be detrimental to the site or to any natural or historic resources associated therewith;
  4. To not sell, lease, exchange, transfer, or donate the Black Creek Property, except upon approval of the County under such conditions as the County may establish;
  5. That the Black Creek Property acquired by the Township with the aid of the grant of Trust Funds from the County shall not be disposed of or diverted to use for other than recreation or conservation purposes;
  6. That land and water areas, and any improvements thereon, acquired by a Township through use of a Trust Fund grant shall be used exclusively for purposes authorized pursuant to P.L. 1997, c.24 (N.J.S.A. 40:12-15.1 et seq.).
  7. To execute and donate to the County, at no charge, a conservation deed restriction pursuant to P.L. 1979, c. 378 (C.12:8B-1 et seq.) on the Black Creek Property. The conservation deed restriction shall be recited in the deed

transferring the Black Creek Property to the Township utilizing the following mandatory language:

**The Township of Vernon acquired the Property described herein, in part, with grant funds from the Sussex County Open Space and Farmland Preservation Trust Fund, pursuant to a Grant Agreement between the Sussex County Board of County Commissioners and the Township of Vernon (the “County Grant Agreement”). The Property described herein shall not be disposed of or diverted to a use other than recreation and conservation purposes without the approval of the County pursuant to N.J.S.A. 40:12-15.4, and, if Green Acres funds were also used to purchase such lands, without the approval of Commissioner of Environmental Protection and the State House Commission under N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36. The terms of the County Grant Agreement require that these land use restrictions run with the land and shall be binding upon the Township of Vernon, its successors and assigns.**

**7. RELEASE AND INDEMNIFICATION:**

- A. The Township shall defend, indemnify, protect and save harmless the Trust Fund and the County, its agents, servants and employees from and against all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of any negligent act of the Township its agents, servants, employees and subcontractors in the performance of this Agreement. The Township shall, at its own expense, appear, defend, and pay all charges for attorneys and all costs and the other expenses arising from such suit or claim incurred in connection therewith. If any judgment shall be rendered against the Trust Fund or the County for which indemnification is provided under this paragraph, the Township shall, at its own expense, satisfy and discharge the same.

The Township’s duty to indemnify shall continue in full force and effect after the termination or expiration of this Agreement. The Township shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out the approved project, a requirement that the contractors and subcontractors provide the County with indemnification protection at least as broad as set forth in this section.

- B. The Township shall, within thirty (30) days after a claim has been made against it, give written notice thereof to the County along with full and complete particulars of the claim. If suit is brought against the County or any of their agents, servants or employees, for which indemnification is to be provided under this paragraph, the County shall expeditiously forward to the Township every demand, complaint, summons, pleading or other process received.

**8. PROJECT TERMINATION:**

- A. The Township will have thirty (30) days from receipt of this agreement to execute and return this Agreement. Failure to do so may risk cancellation of this Agreement. In no case shall funds be dispersed prior to receipt of a fully executed agreement.
- B. The Township shall have twelve (12) months from the Effective Date of this Agreement to complete the Approved Project. Should the Township fail to complete the Approved Project within twelve (12) months from the Effective Date of this Agreement, the Agreement shall terminate. As extension may be granted by the County as set forth in the rules and regulations of the Trust Fund.
- C. The Township may not terminate, modify or rescind this Agreement without the express written approval of the County. Any attempt by the Township to terminate, modify or rescind this Agreement after commencement without the express written approval of the County shall constitute a material breach and subject the Township to any and all appropriate remedies at law.
- D. The County may terminate this Agreement in whole or in part at any time for good cause. The term “good cause” shall include, but not be limited to, failure to comply with the terms and conditions of this Agreement or the rules and regulations of the Sussex County Farmland Preservation and Open Space Trust Fund.
- E. Upon termination of this Agreement, this Agreement shall be null and void and of no force and effect, and all Trust Funds granted under this Agreement shall be returned by the Township to the Sussex County Farmland Preservation and Open Space Trust Fund. The terms of this Paragraph shall survive termination of this Agreement.

**9. REMEDIES:**

- A. In addition to any other rights and remedies available to the County pursuant to law, in the event of failure to comply with this Agreement and/or with the rules and regulations of the Trust Fund, the County may take any of the following actions and/or combinations thereof:
  - 1. Issue a Notice of non-compliance;
  - 2. Withhold County funds;
  - 3. Order suspension of work;
  - 4. Terminate or annul this Agreement.
- B. No remedy herein conferred to or reserved by the County is intended to be exclusive of any other available remedy or remedies, but each and every other remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon failure of compliance with this Agreement shall impair any such right or power or shall be construed to be a

waiver thereof, but any such right and power may be exercised from time to time and as often as deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Section, it shall not be necessary to give notice other than such notice as may be provided by this Agreement.

- C. In addition to the above remedies, if the Township commits breaches, or threatens to commit a breach of this Agreement, the County shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the County and that money damages will not provide an adequate remedy therefore.
- D. The County shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to Township if any event or failure of compliance shall occur hereunder.

**10. MISCELLANEOUS:**

- A. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the parties with respect of the subject matter thereof any may be executed simultaneously in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.
- B. Modifications or waivers of provisions of this Agreement of the Approved Project must be in writing and submitted to the County for prior approval.
- C. In the event of any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- D. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and administrators of Township, but no part hereof shall be assigned without the prior written consent of the County.
- E. This Agreement shall be construed and enforced under the laws of the State of New Jersey.
- F. Any action or dispute arising out of or related to this Agreement shall be venued in Sussex County Superior Court, New Jersey.
- G. In the event of litigation, Township waives whatever right it may have to trial by jury.



**[Signatures and Acknowledgements on the following pages]**

[This            Space            Intentionally            Left            Blank]





## **ATTACHMENTS**

The following are fully incorporated into this Agreement:

Schedule A: Metes and bounds description of the lands acquired including a list of blocks, lots, and acres actually acquired.

Schedule B: Approved estimate project budget and description.

Schedule C: Project application made to Trust Fund.

**SCHEDULE A**

Metes and Bounds Description  
(to be provided upon property acquisition)

**SCHEDULE B**

**APPROVED PROJECT DESCRIPTION AND ESTIMATED BUDGET**

MUNICIPALITY: Township of Vernon

PROJECT NAME: Town Center Greenway – Black Creek Project

PROJECT SCOPE: Purchase of 7.24-acre parcel along Black Creek Drive to expand and create a linkage for Vernon Town Center Greenway Project. The acquisition will connect the Vernon municipal complex to township owned open space. A hiking/biking trail will be developed along this route with the goal of connecting the township’s Maple Grange Park with the Mountain Creek property and other township owned open space.

PROJECT PERIOD: The Township will have ninety (90) days from the date Agreement was received to execute and return this Agreement. Failure to do so may risk cancellation of this Agreement. Upon execution by both the Grantee and the County, the Grantee will have twelve (12) months to complete the Approved Project. If the Township fails to complete the Approved Project within this time frame, this Agreement shall be forfeited. Upon written request from the Grantee, the County may extend the Approved Project for up to two (2) years.

ACQUISITION IN: Fee Simple  Easement

LOCATION: Block 391, Lot 12 in Vernon Township

ESTIMATED  
ACREAGE: 7.24 acres

COUNTY COST SHARING:

Funds Directly From Township	\$135,000
Donation Through Township	\$0
<b>Local Share</b>	<b>\$135,000</b>
Green Acres Grant	\$100,000
Green Acres Loan	\$0
Other State Funding	\$0
<b>State Share</b>	<b>\$100,000</b>
<b>County Grant (see Schedule B)</b>	<b>\$75,000</b>
<b>Other (Seller Gifts, Donations, etc.)</b>	<b>\$0</b>
<b>TOTAL COST FOR APPROVED PROJECT</b>	<b>\$310,000</b>

**Note:** The estimated cost in this budget sheet includes cost of land acquisition based upon the information received from the Township and the Conservancy. Actual grant award may vary depending upon formal independent appraisals and fair market value. Grant amounts will not be increased unless agreed upon through a formal amendment process. In instances where the budgeted amount is greater than the actual expenditures incurred by the Township or Conservancy, the grant will be adjusted by the County in order to reflect actual expenditures.

**SCHEDULE C**

**PROJECT APPLICATION MADE  
TO TRUST FUND**



**TOWNSHIP OF VERNON**

**RESOLUTION #23-90**

**RESOLUTION TO INCREASE CHANGE FUND**

**WHEREAS**, in the course of daily business it is necessary to make change for the residents and general public of the Township of Vernon; and

**WHEREAS**, the Township of Vernon has established various change funds throughout the township offices in order to facilitate change involved in the payment of municipal charges and fees; and

**WHEREAS**, the Chief Financial Officer has recommended an increase of the change fund for the following office(s).

<b>Department</b>	<b>Custodian</b>	<b>Current Amount</b>	<b>Amended Amount</b>
Police	Daniel B. Young	\$50.00	\$100.00

**NOW, THEREFORE BE IT RESOLVED** that the Council of the Township of Vernon hereby authorizes such action and that the Township Clerk file two copies of this resolution with the Division of Local Government Services, State of New Jersey.

**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 March 13, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						



**TOWNSHIP OF VERNON**

**RESOLUTION #23-91**

**A RESOLUTION EXPRESSING COMMUNITY SUPPORT  
FOR PAVING OF TOWN CENTER TRAIL FOR ACCESSIBILITY  
TO SENIORS AND INDIVIDUALS WITH DISABILITIES**

**WHEREAS**, the 117<sup>th</sup> Congress reinstated the process of providing funding for local governments through the “Community Project Funding” program in 2021; and

**WHEREAS**, the Township has been informed of Community Project Funding availability for the 2023 Congressional Fiscal Year; and

**WHEREAS**, Community Project Funding helps fund projects that are considered by the Department of Health and Human Services division of Administration for Community Living- Aging and Disability Service Programs for projects that improve or create new opportunities for older adults, individuals with disabilities and eligible family caregivers; and

**WHEREAS**, applications for Community Project Funding require proof of community support; and

**WHEREAS**, Vernon Township wishes to express support for projects that improve or create new opportunities for older adults, individuals with disabilities and eligible family caregivers that would benefit the Township and be funded by Community Project Funding;

**NOW, THEREFORE, BE IT RESOLVED**, the Township Council of the Township of Vernon hereby expresses support projects that improve or create new opportunities for older adults, individuals with disabilities and eligible family caregivers served by the Community Project Funding program that would enhance services to residents in the Township of Vernon and benefit the community.

**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 March 13, 2023 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						



**TOWNSHIP OF VERNON**

**RESOLUTION #23-92**

**A RESOLUTION EXPRESSING COMMUNITY SUPPORT  
FOR WATER AND WASTEWATER INFRASTRUCTURE PROJECTS**

**WHEREAS**, the 117<sup>th</sup> Congress reinstated the process of providing funding for local governments through the “Community Project Funding” program in 2021; and

**WHEREAS**, the Township has been informed of Community Project Funding availability for the 2023 Congressional Fiscal Year; and

**WHEREAS**, Community Project Funding helps fund projects that are considered by the Interior Subcommittee of the Environmental Protection Agency for local drinking water and wastewater infrastructure; and

**WHEREAS**, Community Project Funding also funds projects that are considered by the Department of Housing and Urban Development Economic Development Initiative for the construction/capital improvements of public facilities, including water and wastewater facilities; and

**WHEREAS**, applications for Community Project Funding require proof of community support; and

**WHEREAS**, Vernon Township wishes to express support for water and wastewater infrastructure projects that would benefit the Township and be funded by Community Project Funding;

**NOW, THEREFORE, BE IT RESOLVED**, the Township Council of the Township of Vernon hereby expresses support for water and wastewater projects served by the Community Project Funding program that would enhance services to residents and businesses in the Township of Vernon and benefit the community.

**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 March 13, 2023 7:00 pm in the Vernon Municipal Center.

---

Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>MOTION</b>	<b>SECOND</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Distasi, M						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

# **TOWNSHIP OF VERNON**

## **ORDINANCE #23-05**

### **ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, TO REPEAL AND REPLACE CHAPTER 170 OF THE MUNICIPAL CODE ENTITLED "CABLE TELEVISION AND COMMUNICATIONS" AND TO GRANT MUNICIPAL CONSENT FOR THE OPERATION OF A CABLE TELEVISION SYSTEM WITHIN THE TOWNSHIP OF VERNON, NEW JERSEY TO CSC TKR, LLC**

**WHEREAS**, the governing body of Township of Vernon (hereinafter referred to as the "Township") determined that CSC TKR, LLC (hereinafter referred to as "the Company") has the technical competence and general fitness to operate a cable television system in the Municipality, and by prior ordinance granted its municipal consent for the Company's predecessor in interest, Service Electric Cable T. V. of New Jersey, Inc. ("SECTV") to obtain a non-exclusive franchise (the "Franchise") for the placement of facilities and the establishment of a cable television system in the Municipality; and

**WHEREAS**, on or about July 14, 2020; with the prior approval of the Board of Public Utilities of the State of New Jersey (hereinafter the "Board") the Company completed its purchase of the assets of SECTV, including the cable television franchise for, and the cable television system within the territorial limits governed by, the Township; and

**WHEREAS**, by application for renewal consent filed with the Township and the Office of Cable Television on or about April 14, 2022, the Company has sought a renewal of the Franchise; and

**WHEREAS**, the Township having held public hearings has made due inquiry to review the Company's performance under the Franchise, and to identify the Township's future cable-related needs and interests and has concluded that the Company has substantially complied with its obligations under the Franchise and applicable law and has committed to certain undertakings responsive to the Township's future cable-related needs and interests; and

**WHEREAS**, the Township has accordingly concluded that the consent should be renewed subject to the requirements set forth below; and that, provided the Company's proposal for renewal embodies the commitments set forth below, the Township's municipal consent to the renewal of the Franchise should be given; and

**WHEREAS**, imposition of the same burdens and costs on other competitors franchised by the Township is a basic assumption of the parties.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Township of Vernon, County of Sussex, and State of New Jersey, that Chapter 170 of the municipal code be repealed and replaced with the following:

**SECTION 1**

**CHAPTER 170: CABLE TELEVISION AND COMMUNICATIONS**

**§ 170-1. Introductory provisions/purpose of the chapter.**

The Township hereby grants to the Company its non-exclusive consent to place in, upon, along, across, above, over and under the highway, streets, alleys, sidewalks, public ways, and public places in the Municipality, poles, wires, cables, and fixtures necessary for the maintenance and operation in the Municipality of a cable television system and cable communications system. Construction, pursuant to said consent, is conditioned upon prior approval of the Board of Public Utilities.

**§ 170-2. Definitions.**

For the purpose of this Ordinance the terms defined above shall have the meanings there indicated, and the following additional terms shall have the following meanings:

- (a) “Act” or “Cable Television Act” shall mean that statute of the State of New Jersey relating to cable television, known as the Cable Television Act, N.J.S.A. 48:5A-1 et seq.
- (b) “Application” shall mean the Company’s application for Renewal of Municipal Consent, which application is on file in the Township Clerk’s office and is incorporated herein by reference and made a part hereof, except as modified, changed, limited or altered by this Ordinance.
- (c) “Board” shall mean the Board of Public Utilities of the State of New Jersey or its successor agency.
- (d) “Township” shall mean the governing body of the Township Vernon in the County of Sussex, and the State of New Jersey.
- (e) “Company” shall mean CSC TKR, LLC, the grantee of rights under this Ordinance.
- (f) “FCC” shall mean the Federal Communications Commission.
- (g) “Federal Act” shall mean that federal statute relating to cable communications commonly known as the Cable Communications Policy Act of 1984, 47 U.S.C. Section 521 et seq. and the Telecommunications Act of 1996, or as those statutes may be amended.



- (h) "Federal Regulations" shall mean those federal regulations relating to cable television services, 47 C.F.R. Section 76.1 et seq. (and, to the extent applicable, any other federal rules and regulations relating to cable television, including but not limited to, those described in 47 C.F.R. Section 76.3), or as such regulations may be amended.
- (i) "Municipality" shall mean the area contained within the present municipal boundaries of the Township of Vernon in the County of Sussex, and the State of New Jersey.
- (j) "Standard installation" shall mean the installation of drop cable to a customer's premise where the distance from the point of entry into the building being served is less than 150 feet from the active cable television system plant.
- (k) "State" shall mean the State of New Jersey.
- (l) "State Regulations" shall mean those regulations of the State of New Jersey Board of Public Utilities relating to cable television. N.J.A.C. 14:17-1.1 et seq. and N.J.A.C. 14:18-1 et seq., or as such regulations may be amended.

**§ 170-3. Statement of findings.**

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

**§ 170-4. Grant of municipal consent.**

The Township hereby grants to the Company a non-exclusive consent to the issuance of a franchise by the New Jersey Board of Public Utilities to construct, erect, operate, modify and maintain, in, upon, along, across, above, over, and under the highways, streets, alleys, sidewalks, public ways and public places now laid out or dedicated and all extensions thereof and additions thereto, in the Municipality, such poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the Municipality of a cable television system and cable communications system for the purpose of distributing television and radio signals, and other electronic impulses in order to furnish television and radio programs, and various communications and other electronic services to the public. The rights so granted include the right to use and occupy said highways, streets, alleys, public ways and public places, and all manner of easements for the purposes herein set forth and as provided by federal and state law, and are subject to the terms and conditions herein.

**§ 170-5. Duration of Franchise.**

This consent granted herein shall be non-exclusive and shall be for a term of ten (10) years from the date of issuance of a Certificate of Approval by the Board.

**§ 170-6. Expiration and Subsequent Renewal.**

If the Company seeks successive consent, it shall, prior to the expiration of this consent, apply for a municipal consent and certificate of approval in accordance with N.J.S.A 48:5A-16, and applicable state and federal rules and regulations. In accordance with N.J.S.A. 48:5A-25.1, both the Township and the Company shall be bound by the terms of this municipal consent until such time as the Company converts the municipal consent (and any certificate of approval) into a system-wide franchise.

**§ 170-7. Franchise Territory.**

The consent granted under this Ordinance to the Company shall apply to the entirety of the Municipality and any property hereafter annexed.

**§ 170-8. Service Area.**

The Company shall be required to proffer video programming service along any public right-of-way to any person's residence within the "primary service area," as it exists on the effective date of any written approval order by the Board of this consent, at the Company's schedule of rates for standard and nonstandard installation.

**§ 170-9. Extension of Service.**

Pursuant to the requirements of the Board, as ordered in its approval of the transfer of the Franchise from SECTV to the Company (Docket No. CM20030211, effective July 6, 2020), upon request, the Company shall extend service along any public right of way outside its primary service area to those residences or small businesses within the franchise territory which are located in areas that have a residential home density of twenty-five (25) homes per mile or greater (as measured from the then existing primary service area), or areas with less than twenty-five (25) homes per mile where residents and/or small businesses agree to share the cost of such extension in accordance with the line extension formula as provided by the Company in its application for municipal consent.

**§ 170-10. Franchise Fee.**

Pursuant to the terms and conditions of the Cable Television Act, the Company shall pay to the Township, as an annual franchise fee, a sum equal to two percent (2%) of the actual gross revenues received from all recurring charges in the nature of subscription fees paid by subscribers for its cable television reception services in the Municipality. In the event applicable law hereinafter permits a larger franchise fee to be collected, but does not fix the amount thereof, the Township and the Company shall negotiate in good faith with respect to the amount thereof; provided, however, that nothing herein shall be construed to permit the Township to require payment of a franchise fee by the Company that is higher than the fee paid by all other cable television service providers offering service in the Municipality.

The Company may use electronic funds transfer to make any payments to the Township required under this Ordinance.

**§ 170-11. Free Service.**

Subject to applicable FCC rules and orders, the Company shall, upon written request, provide free of charge, standard installation and monthly cable television reception service to all State or locally accredited public schools and all municipal public libraries, as well as municipal buildings located within the Municipality, as follows:

- A. One (1) cable connection for the Cedar Mountain Primary School located at 17 Sammis Road, Vernon, New Jersey.
- B. Three (3) cable connections for the Walnut Ridge Elementary School located at 625 Route 517, Vernon, New Jersey.
- C. Three (3) cable connections for the Glen Meadows Middle School located at 7 Sammis Road, Vernon, New Jersey.
- D. Three (3) cable connections for the Lounsberry Hollow School located at 30 Sammis Road, Vernon, New Jersey.
- E. Two (2) cable connections for the Rolling Hills Primary School located at 60 Sammis Road, Vernon, New Jersey.
- F. Three (3) cable connections for the Vernon Township High School located at 1834 County Road 565, Vernon New Jersey.
- G. One (1) cable connection for the Pochuck Valley Fire Department located at 13 Lake Wallkill Road, Sussex, New Jersey.
- H. One (1) cable connection for the Vernon Township Police Department located at 21 Church Street, Vernon, New Jersey.

- I. One (1) cable connection for the Vernon Township Senior Citizen's Center located at 21 Church Street, Vernon, New Jersey.
- J. One (1) cable connection for the Vernon PAL located at 21 Church Street, Vernon, New Jersey.
- K. Two (2) cable connections for the Vernon Township Road Department located at 21 Church Street, Vernon, New Jersey.
- L. One (1) cable connection for the Vernon Municipal Building located at 21 Church Street, Vernon, New Jersey.
- M. One (1) cable connection for the Vernon Township Fire Department located at 535 Route 515, Vernon, New Jersey.
- N. One (1) cable connection for the Highland Lakes Fire Department located at 813 Canistear Road, Highland Lakes, New Jersey.
- O. One (1) cable connection for the McAfee Fire Department located at 88 Route 94, McAfee, New Jersey.

**§ 170-12. Construction/System Requirements.**

The Company shall perform construction and installation of its plant and facilities in accordance with applicable State and federal law. The Company shall be subject to the following additional construction requirements with respect to the installation of its cable plant and facilities in the Municipality:

(a) In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways or other surfaces, the Company shall at its sole expense restore and replace such disturbances in as good a condition as existed prior to the commencement of said work.

(b) If at any time during the period of this consent, the Township shall alter or change the grade of any street, alley or other way or place, the Company, upon reasonable notice by the Township shall remove or relocate its equipment, at its own expense.

(c) Upon request of a person holding a building or moving permit issued by the Township, the Company shall temporarily move or remove appropriate parts of its facilities so as to permit the moving or erection of buildings or for the performance of other work. The expense of any such temporary removal or relocation shall be paid in advance to the Company by the person requesting the same. In such cases, the Company shall be given not less than fourteen (14) days prior written notice in order to arrange for the changes required.

(d) During the exercise of its rights and privileges under this consent, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the Township so as to prevent the branches of such trees from coming in contact with the wires,

cables, conduits and fixtures of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance for the Company's facilities.

**§ 170-13. Technical and Customer Service Standards.**

The Company shall comply with the technical and customer service standards established for the cable industry under applicable federal and State laws, rules and regulations.

**§ 170-14. Local Office or Agent.**

The Company shall establish and maintain during the entire term of this consent a local area business office or agent for the purpose of receiving, investigating and resolving complaints regarding the quality of service, equipment malfunctions and similar matters. Said office shall be open daily during normal business hours, and in no event less than 9:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of holidays.

**§ 170-15. Designation of Complaint Officer.**

The Office of Cable Television is hereby designated as the complaint officer for the Township pursuant to the provisions of N.J.S.A. 48:5A-26. All complaints shall be reviewed and processed in accordance with N.J.A.C. 14:17-6.5.

**§ 170-16. Liability Insurance.**

The Company agrees to maintain and keep in force and effect at its sole cost at all times during the term of this consent, sufficient liability insurance naming the Township as an additional insured and insuring against loss by any such claim, suit, judgment, execution or demand in the minimum amounts of five-hundred thousand dollars (\$500,000.00) for bodily injury or death to one person, and one million dollars (\$1,000,000.00) for bodily injury or death resulting from any one accident or occurrence stemming from or arising out of the Company's exercise of its rights hereunder.

**§ 170-17. Performance Bond.**

The Company shall obtain and maintain, at its sole cost and expense, during the entire term of this Agreement, a bond to the Township in the amount of twenty-five thousand dollars (\$25,000.00). Such bond shall be to insure the faithful performance of its obligations as provided in this Franchise.

**§ 170-18. Rates.**

- A. The rates of the Company for cable television service shall be subject to regulation to the extent permitted by federal and State law.
- B. Cablevision shall implement a senior citizen discount in the amount of ten percent (10%) off the monthly broadcast basic level of cable television service rate to any

person sixty-two (62) years of age or older, who subscribes to cable television services provided by the Company, subject to the following:

(i) Such discount shall only be available to eligible senior citizens who do not share the subscription with more than one person in the same household who is less than sixty-two (62) years of age; and,

(ii) In accordance with N.J.S.A. 48:5A-11.2, subscribers seeking eligibility for the discount must meet the income and residence requirements of the Pharmaceutical Assistance to the Aged and Disabled program pursuant to N.J.S.A. 30:4D-21; and,

(iii) The senior discount herein relates only to the broadcast basic level of cable television service, and shall not apply to any additional service, feature, or equipment offered by the Company, including any premium channel services and pay-per-view services; and,

(iv) Senior citizens who subscribe to a level of cable television service beyond expanded basic service, including any premium or per channel a la carte service, shall not be eligible for the discount; and,

- C. The Company shall have no further obligation to provide the senior discount herein in the event that (a) the Company converts the municipal consent granted herein to a system-wide franchise in accordance with N.J.S.A. 48:5A-25.1; or (b) upon Board approval of a certification that another cable television service provider offering services to residents of the Municipality files, in accordance with N.J.S.A. 48:5A-30(d), is capable of serving sixty percent (60%) or more of the households within the Municipality. In the event the Company does cease providing a senior discount pursuant to this provision, it shall comply with all notice requirements of applicable law

#### **§ 170-19. Emergency Uses.**

The Company shall be required to have the capability to override the audio portion of the system in order to permit the broadcasting of emergency messages by the Township pursuant to state and federal requirements. The Company shall in no way be held liable for any injury suffered by the Township or any other person, during an emergency, if for any reason the Township is unable to make full use of the cable television system as contemplated herein. The Township shall utilize the state-approved procedures for such emergency uses.

#### **§ 170-20. Equitable Terms.**

In the event that the service of another multi-channel video program provider not subject to the Township's regulatory authority within the Municipality creates a significant competitive

disadvantage to the Company, the Company shall have the right to request from the Township lawful amendments to its Franchise that relieve it of burdens which create the unfair competitive situation. Should the Company seek such amendments to its Franchise, the parties agree to negotiate in good-faith appropriate changes to the Franchise in order to relieve the Company of such competitive disadvantages. If the parties can reach an agreement on such terms, the Township agrees to support the Company's petition to the Board for modification of the consent in accordance with N.J.S.A 48:5A-47 and N.J.A.C. 14:17-6.7.

If the parties are unable to reach an agreement on appropriate amendments to the franchise, the Township acknowledges that the Company shall have the right to petition the Board directly for such amendments in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7; provided, however, the Township shall be under no obligation to support the Company's request for such relief from the Board.

In any subsequent municipal consent, Township shall require, at a minimum, the same terms and conditions of any other provider of multi-channel video programming subject to the Township's regulatory authority as those contained in the instant consent. In the event such subsequent consent does not contain the same terms and conditions as the instant consent, Township agrees to support the Company's petition to the Board for modification of the consent in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7 to relieve the Company of competitive disadvantages identified in the Company's petition.

#### **§ 170-21. Removal of Facilities.**

Upon expiration, termination or revocation of this Ordinance, the Company at its sole cost and expense and upon direction of the Board, shall remove the cables and appurtenant devices constructed or maintained in connection with the cable services authorized herein, unless the Company, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an open video system or any other federal or state certification to provide telecommunications.

#### **§ 170-22. Public, Educational, and Governmental Access.**

The Company shall continue to make available non-commercial public, educational and governmental (PEG) access services to the residents of the Municipality as described in the Application for municipal consent. All the Company support for PEG access shall be for the exclusive benefit of the Company's subscribers.

#### **§ 170-23. Employee Identification.**

- A. Each employee of the Company who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her employment with the Company. The photograph on the identification card shall prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the public. Each employee of any contractor or subcontractor of the Company who routinely comes into contact with members of the public at their places of residence must wear a

picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of the Company.

- B. Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the Municipality, including any licensing or permit obligations required for such activities, the obligations set forth in this Section 22 of this ordinance shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Company or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by the Company to residents of the Municipality.

**§ 170-24. Incorporation of Application.**

All of the commitments contained in the Application and any amendment thereto submitted in writing to the Township by the Company except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and any other written amendments thereto submitted by the Company in connection with this consent are incorporated in this Ordinance by reference and made a part hereof, except as specifically modified, changed, limited, or altered by this Ordinance, or to the extent that they conflict with State or federal law.

**§ 170-25. Consistency with Applicable Laws.**

This consent shall be construed in a manner consistent with all applicable federal, State and local laws; as such laws, rules and regulations may be amended from time to time.

**§ 170-26. Separability.**

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

**§ 170-27. Notice.**

Notices required under this Ordinance shall in writing and shall be mailed, first class, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Ordinance shall run from receipt of such written notice.

Notices to the Company shall be mailed to:

Altice USA  
1 Court Square West, 49<sup>th</sup> Floor



Long island City, NY 11101  
Attention: Senior Vice President for Government Affairs  
With a copy to:

CSC TKR, LLC  
c/o Altice USA  
1 Court Square West  
Long island City, NY 11101  
Attention: Legal Department

Notices to the Township shall be mailed to:

Township of Vernon  
21 Church Street  
Vernon, NJ 07462  
Attention: Township Manager

Notwithstanding anything herein to the contrary, regulatory notices from Company to the Township which are required pursuant to State and federal rules and regulations may be served electronically upon the Township, instead of by first class mail as described above, to an email address provided by the Township.

**§ 170-28. Effective Date and Board of Public Utility Approval.**

This Ordinance shall take effect upon issuance of a Certificate of Approval as issued by the Board of Public Utilities that incorporates the material terms of this Ordinance. Nothing herein shall alter the right of the Company to seek modification of this Ordinance in accordance with N.J.S.A 48:5A-47 and N.J.A.C. 14:17-6.7. In accordance with N.J.S.A. 48:5A-25.1, the terms of this Ordinance will no longer be in effect upon The Company converting the municipal consent (and any certificate of approval) into a system-wide franchise.

**SECTION 2**

Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed as to their inconsistencies only.

**SECTION 4**

This Ordinance shall take effect immediately as provided by law.

**CERTIFICATION**

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on February 16, 2023, and the same came up for final passage and was adopted at the Meeting of the Township Council held on March 13, 2023 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

\_\_\_\_\_  
Marcy Gianattasio, Clerk  
Township of Vernon

\_\_\_\_\_  
Howard Burrell, Mayor

**Township of Vernon**

**INTRODUCED: February 16, 2023**

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Distasi, P		X	X			
Rizzuto, P.			X			
Sparta, B.	X		X			
Tadrick, J.			X			
Buccieri, N			X			

**ADOPTED:**

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Distasi, M						
Rizzuto, P.						
Sparta, B.						
Tadrick, J.						
Buccieri, N.						

JOSEPH L. FIORDALISO  
PRESIDENT



LAWANDA R. GILBERT  
DIRECTOR  
OFFICE OF CABLE TELEVISION  
& TELECOMMUNICATIONS  
TEL: (609) 341-9186  
FAX: (609) 777-3325

DIANNE SOLOMON  
COMMISSIONER

MARY-ANNA HOLDEN  
COMMISSIONER

Bob Gordon  
COMMISSIONER

UPENDRA J. CHIVUKULA  
COMMISSIONER

**State of New Jersey**  
BOARD OF PUBLIC UTILITIES  
44 SOUTH CLINTON AVENUE, 9<sup>th</sup> FLOOR  
POST OFFICE BOX 350  
TRENTON, NEW JERSEY 08625-0350  
[WWW.NJ.GOV/BPU](http://WWW.NJ.GOV/BPU)

**APPLICATION FOR A CABLE TELEVISION FRANCHISE RENEWAL**

Application for the Vernon Township  
County of Sussex  
Note: Read all instructions carefully.

Check as appropriate:

- Application for initial Municipal Consent.
- Application for initial Certificate of Approval.
- Application for renewal of Municipal Consent.
- Application for renewal of Certificate of Approval.

**I. Organization and Management**  
(to be completed by all applicants)

1. Name of applicant: CSC TKR, LLC
2. Address & Telephone: 320 Sparta Avenue, Sparta, NJ 07871
3. System Name: CSC TKR, LLC (formerly Service Electric Cable T.V. of New Jersey)
4. Office Address: Same as above
5. Existing/Proposed Tower Address: N/A
6. Existing/Proposed Head End Address: 6 Eastmans Road, Parsippany, New Jersey 07054

7. Type of business activity:

- (a) \_\_\_ Corporation \_\_\_\_\_  
(date of incorporation and state)  
(Attach a copy of the incorporation, new applicants only)
- (b) \_\_\_ Partnership \_\_\_\_\_  
(date of partnership agreement)  
(Attach a copy of the agreement, new applicants only)
- (c) \_\_\_ Proprietorship \_\_\_\_\_  
(type)
- (d) X Other (LLC) Limited Liability Company formed June 23, 2009.  
Delaware

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Note: For the purposes of this application a principal is any individual, business organization or other entity in ownership control of 3% or more of the voting stock or any equivalent voting interest of a partnership or joint venture of an applicant.

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8. (a) Complete for all principals and beneficial holders of 3% or more stock or their ownership interest in applicant. Principals include individuals, corporations, partnerships, joint ventures and unincorporated associations:

- (1) Name: CSC Holdings, LLC Tel.: (516) 803-2300
- Address: 1 Court Square West Long Island City, NY 11101  
(street) (municipality) (state) (zip code)
- Nature of interest: \_\_\_ partner \_\_\_ stockholder \_\_\_ office \_\_\_ other X (describe)  
• **100% member interest in CSC TKR, LLC**
- Profession, occupation  
or type of business: \_\_\_ cable television and telecommunications \_\_\_\_\_
- Name and address of employer: NOT APPLICABLE  
(street) (municipality) (state) (zip code)

Number of shares of each class of stock and percentage of ownership interest, including stock and/or partnership options, and the type and voting rights in each class:

**CSC TKR, LLC, which is a wholly-owned subsidiary of CSC Holdings, LLC, which is a wholly-owned subsidiary of Cablevision Systems Corporation, a wholly-owned subsidiary of Altice USA, Inc.**

(2) Name: \_\_\_\_\_ Tel.: \_\_\_\_\_  
Address: \_\_\_\_\_  
(street) (municipality) (state) (zip code)  
Nature of interest: \_\_\_partner\_\_\_stockholder\_\_\_office\_\_\_other\_\_\_(describe)  
Profession, occupation  
or type of business: \_\_\_\_\_  
Name and address of employer: \_\_\_\_\_  
(street) (municipality) (state) (zip code)

Number of share of each class of stock and ownership interest, including stop and/or partnership options, and the type and voting rights of each class.

(3) Name: \_\_\_\_\_ Tel.: \_\_\_\_\_  
Address: \_\_\_\_\_  
(street) (municipality) (state) (zip code)  
Nature of interest: \_\_\_partner\_\_\_stockholder\_\_\_office\_\_\_other\_\_\_(describe)  
Profession, occupation  
or type of business: \_\_\_\_\_  
Name and address of employer: \_\_\_\_\_  
(street) (municipality) (state) (zip code)

Number of share of each class of stock and ownership interest, including stop and/or partnership options, and the type and voting rights of each class.

(4) Name: \_\_\_\_\_ Tel.: \_\_\_\_\_  
Address: \_\_\_\_\_  
(street) (municipality) (state) (zip code)  
Nature of interest: \_\_\_partner\_\_\_stockholder\_\_\_office\_\_\_other\_\_\_(describe)  
Profession, occupation  
or type of business: \_\_\_\_\_  
Name and address of employer: \_\_\_\_\_  
(street) (municipality) (state) (zip code)

Number of share of each class of stock and ownership interest, including stop and/or partnership options, and the type and voting rights of each class.

(5) Name: \_\_\_\_\_ Tel.: \_\_\_\_\_  
Address: \_\_\_\_\_  
(street) (municipality) (state) (zip code)

Nature of interest: \_\_\_partner\_\_\_stockholder\_\_\_office\_\_\_other\_\_\_(describe)

Profession, occupation  
or type of business: \_\_\_\_\_

Name and address of employer: \_\_\_\_\_  
(street) (municipality) (state) (zip code)

Number of share of each class of stock and ownership interest, including stop and/or partnership options, and the type and voting rights of each class.

(6) Name: \_\_\_\_\_ Tel.: \_\_\_\_\_  
Address: \_\_\_\_\_

Nature of interest: \_\_\_partner\_\_\_stockholder\_\_\_office\_\_\_other\_\_\_(describe)

Profession, occupation  
or type of business: \_\_\_\_\_

Name and address of employer: \_\_\_\_\_

Number of share of each class of stock and ownership interest, including stop and/or partnership options, and the type and voting rights of each class.

(7) Name: \_\_\_\_\_ Tel.: \_\_\_\_\_  
Address: \_\_\_\_\_

Nature of interest: \_\_\_partner\_\_\_stockholder\_\_\_office\_\_\_other\_\_\_(describe)

Profession, occupation  
or type of business: \_\_\_\_\_

Name and address of employer: \_\_\_\_\_

(b) Complete for all organizations (not individuals) listed in Item 8(a):

Name: \_\_\_\_\_ Tel.:

Address: \_\_\_\_\_  
(street) (municipality) (state) (zip code)

Holders of 10% or more of stock or ownership interest:

Name	Address	Tel. No.	% of Ownership
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System Personnel (if not applicable so indicate):

- (a) System Manager: William Lee Tel No. (201)-651-4130  
Present Position: Vice President – Field Operations Yrs. Exp. 28
- (b) Chief Engineer: Craig Busch Tel No.: (732) 317-7320  
Present Position: Director of Engineering Yrs. Exp. 41
- (c) Accountant: Layth Taki Tel No.: (516) 803-2300  
Address: c/o Altice USA, 1 Court Square West, Long Island City, NY 11101
- (d) Attorney: Michael Olsen Tel No.: (516) 803-2300  
Address: c/o Altice USA, 1 Court Square West, Long Island City, NY 11101
- (e) Consultant: Not Applicable Tel No.: \_\_\_\_\_
- (f) Registered Agent: Corporation Service Company Tel No.: (609) 771-1800

Address: 830 Bear Tavern Road, West Trenton, NJ 08628

Note: Personnel indicated for operations positions shall be those persons who, in fact, will have responsibility, authority and control of the day-to-day system construction and operation. Include those individuals who should be contacted by OCTV representatives during the normal course of business.

- (g) Other: Marilyn D. Davis Tel No.: 862-270-1062  
Title: Senior Director of Government Affairs

- (10) Names and addresses, home and business, of all officers of applicant and office held by each:

**SEE APPENDIX I**

- (11) Names and addresses, home and business, of all members of the board of directors of applicant and position held by each:

**SEE APPENDIX I**

- (12) Address and telephone number of each office in New Jersey from which business is or will be conducted, indicating the principal office and the office at which records will be kept pursuant to N.J.S.A 48:5A-45:

**Principal Office:**

**320 Sparta Avenue  
Sparta, NJ 07871  
973-729-7653**

**Office at which records will be kept:**

**275 Centennial Ave  
Piscataway, NJ 08854  
862-270-1062**

- (13) Address and telephone number of the designated local office or agent available to receive, investigate and resolve any problems that the subscriber may encounter regarding equipment malfunctions, quality of service and other similar matters, pursuant to N.J.S.A 48:5A-25:

**320 Sparta Avenue  
Sparta, NJ 07871  
973-230-6048**



**II. Legal and Character Qualifications  
(All applicants)**

1. Has the applicant (including parent corporation or any principal) ever been convicted by any court or administrative agency of any felony, libel, slander, obscenity, invasion of privacy, lotteries or unfair methods of competition? \_\_\_Yes XNo.

If "Yes," attach a statement containing the background of the charge and the final resolution.

2. Has the applicant (including parent corporation or any principal) ever had any public licenses revoked or suspended by legal or administrative action by any governmental agency? \_\_\_Yes XNo.

If "Yes," attach a statement containing the specifics.

3. Has the applicant (including parent corporation or any principal) ever been involved in any bankruptcy proceeding? \_\_\_Yes XNo.

If "Yes," attach a statement containing the specifics.

4. Has the applicant or any party to the application (including parent corporation or any principal) ever been convicted by a U.S. Federal Court concerning any violation relating to unlawful restraints and to any agreements in restraint of trade? \_\_\_Yes XNo.

If "Yes," attach a statement containing the specifics.

5. Are any of the above actions relating to the applicant (including parent corporation or any principal) currently pending? \_\_\_Yes XNo.

If "Yes," attach a statement containing the specifics.

6. Does the applicant, or any principal, directly or indirectly own, operate, control or have more than three percent interest in any of the following:

	<u>YES</u>	<u>NO</u>
a. A national broadcast television network	_____	<u>X</u> _____
b. Any broadcast television station (including VHF)	_____	<u>X</u> _____
c. Any newspaper published or distributed in the State of New Jersey	_____	<u>X</u> _____
d. A national broadcast radio network	_____	<u>X</u> _____
e. Any broadcast radio station (including FM)	_____	<u>X</u> _____
f. Any other media enterprise	<u>X</u> _____	_____

For each affirmative response, attach a statement containing specifics including percentage of ownership.

**Item "f":**

**News 12 Networks, i24 US Corp., and Altice News, Inc. are wholly owned subsidiaries (either directly or indirectly) of CSC Holdings, LLC, the direct parent of applicant CSC TKR, LLC.**

7. Are there any outstanding unsatisfied judgments or decrees against the applicant or party to the application (including parent corporation or any principal)? \_\_\_Yes   X  No.

If "Yes," attach a statement containing the specifics.

**III. Cable Experience  
(new applicants only)**

1. List all cable television systems ever owned by applicant or any principal (or parent corporation or another subsidiary of parent) in which any of the former owned 3% or more of the equity interest.

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Note: List the following information for each system.

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**NOT APPLICABLE (applicant is not a new applicant)**

- (a) Name of system, principal municipalities, address and telephone number of principal office, date of franchise(s), percentage of franchise area constructed, approximate number of subscribers and percentage of penetration as of the date of this application, and date of disposition, if applicable.
- (b) Has the applicant or any principal (or the parent corporation or any other subsidiary of the parent) ever had any equity interest in any cable television system, in the State of New Jersey, as defined by N.J.S.A. 48:5A-1 et seq.

Yes \_\_\_\_\_ No   X  

If yes, explain:

#### IV. System Design

1. Each applicant shall describe in narrative form the existing or contemplated system design concept indicating initial construction proposed and the development and extension of the system within the franchise boundaries over the period of the proposed municipal consent. Information should also be provided concerning:

(a) Extent to which two-way capability will be available initially and what provisions will be made for future development.

**System is two-way capable**

(b) Total signals to be carried and any auxiliary equipment to be provided to subscribers.

**See current channel allocation chart (APPENDIX III). Customers may choose to lease a digital set top box with a remote control unit.**

(c) A description of the methods to be employed for securing premium services and the extent that subscribers will be required to use equipment supplied by the applicant to receive those services.

**Digital Encryption. The system will support digital cable cards.**

(d) In the case of a renewal, the extent to which the applicant will rebuild or upgrade the system, or extend plant into previously unserved areas. Provide estimated dates of commencement and completion. Indicate what will be replaced.

**System has been upgraded to 870 MHz.**

2. Provide the following information concerning Standard or FM broadcast radio stations carried by applicant (If all-band FM, write "all-band").

Call letters  
and affiliation

City and State

Frequency  
broadcast cable

**NOT APPLICABLE - No FM broadcast channels carried.**

3. Provide information as to the number, cable channel designation, type of access channels and their manner of operation, including proposed date for commencement of services and channel sharing.

**Access and Local Origination programming – Channel 10  
Education Access – Channel 20**

4. Each applicant shall title by category and list the following information concerning program origination;

**Cablevision currently provides capacity for up to two channels on its system solely for non-commercial PEG (public access, educational access and governmental access)**

5. Provide information, in narrative form, regarding production equipment and facilities to be made available by the applicant for its own use and for the use of others in the community. Describe by type (do not use brand names) and number, indicating when equipment will be available.

---

Note: Some production equipment may be made available for use by access channel users. See Guide to Franchise Renewal for further information.

---

**Cablevision currently maintains capabilities for playback of non-commercial PEG access programming from the company's facilities for distribution on its system to customers.**

**There is a public access studio in New Jersey available for access users upon advance request. The location of said studio and the method of providing such services is subject to change.**

6. Each applicant shall describe, in narrative form, any other services available to subscribers. Such description shall include, but not be limited to, the applicant's capability to contract with the community for such services as emergency override, interconnection of schools or local government offices, and availability of equipment and technical advice to the community.

---

Note: Provision of free services and equipment are limited by the F.C.C. and the Office. See Guide to Franchise Renewal for background information.

---

**Altice USA's system has the capability to provide emergency overrides in compliance with Federal and state regulations.**

**V. Receiving Site/Head End**

If a renewal, indicate  X  existing; \_\_\_\_\_ proposed.

Tower (where used):

(a) Primary or backup: Yes (X) No ( )

**Backup only**

If back-up is indicated, please note that the OCTV is collecting the information specified in 1 and 2 for continuity purposes.

(b) Is F.A.A. approval required? Yes (X) No ( )

**2 Federal Hill Rd Pompton Lakes, NJ; FAA approval on file**

2. Signal survey. (optional for renewal applicants) **NOT APPLICABLE**

(a) Note: The Office will not accept a computer survey by itself. An actual site survey including signal levels and viewing of television pictures, with remarks on what was observed is required.

(b) Date: \_\_\_\_\_

(c) Test antenna(s) \_\_\_\_\_  
(manufacturer) (type)

(d) Test Equipment: \_\_\_\_\_

(e) Fill in the following:

<u>Off-Air Channel</u>	<u>Call Letters</u>	<u>City</u>	<u>Signal reading in Micro-Volts</u>	<u>Remarks</u>
------------------------	---------------------	-------------	--	----------------

**NOT APPLICABLE**

(f) Describe method and results of interference survey:

**NOT APPLICABLE**

(g) List any and all other existing conditions which impact on picture quality (i.e. existence of electrical interference).

**NOT APPLICABLE**

3. Microwave.

(a) Is microwave to be used? (transmitted or received) ( ) Yes ( **X** ) No

(b) If yes, complete the following:

(1) Signal to be received from \_\_\_ Path distance \_\_\_\_\_.

(2) Retransmitted to \_\_\_\_\_ Path distance \_\_\_\_\_.

(3) If facilities are to be leased give the name and address of lessor.

4. Head End.

(a) Signal processors 0 0 Scientific Atlanta  
(Number) (Model) (Mfg.)

(b) Base band modulators 6 CV1000 Vecima  
(Number) (Model) (Mfg.)

(c) F.M. (all band ) (Model) (Mfg.)

(d) Mixing Method passive

(e) Pilot carrier frequency(ies) 499.25

(f) Block tilt Yes ( **X** ) No ( ) If Yes 12.5db

(g) Pass band filters used Yes ( ) No ( **X** )

5. Hub Sites.

If a hub site is used to deliver signal, indicate the location of the site and the method by which signal is delivered to it.

**Hub sites currently located at 100 Tall Timbers Road, Vernon, NJ 07461 and 529 Route 515, Vernon, NJ 07462. The signal is delivered over fiber optics to the hub site.**

## VI. System Plant

For a renewal indicate:  X  existing, \_\_\_ proposed.

1. Fill in the following:  
(If construction is complete, provide completed mileage figures.)

	<u>Aerial</u>	<u>Underground</u>
(a)	<u>165.05</u> miles	<u>39.64</u> miles

- (b) Mileage determined by the following method:

**Determined by system mapping**

2. Rate of annual construction (in terms of total primary service area).  
(New systems, rebuilds and extensions) **NOT APPLICABLE**

		<u>miles of plant</u>			<u>% of Primary</u>
		<u>supertrunk</u>	<u>trunk</u>	<u>distribution</u>	<u>Service Area</u>
1 <sup>st</sup> year:	aerial underground				
2 <sup>nd</sup> year:	aerial underground				
3 <sup>rd</sup> year:	aerial underground				
4 <sup>th</sup> year:	aerial underground				
5 <sup>th</sup> year:	aerial underground				

3. Attach as an appendix a technical description of proposed system including: equipment to be used; use of standby power supplies; utility bonding methods; and the overall capabilities of the system.



The system has been upgraded to 870 MHz capability to provide digital cable service. The system supports high-speed interactive data. Power supplies are located at strategic locations throughout the system. Utility plant bonding is in accordance with general industry practice.

4. Attach as an appendix a map of the entire municipality with borders designating the following: **SEE APPENDIX II**

(the scale shall be approximately 1000 feet/½ inch or larger)

- (a) Head end.
- (b) Hubs if any.
- (c) Super trunk and amplifier locations.
- (d) Trunk route and amplifier locations.
- (e) All streets which are to receive service; designating aerial and underground separately.
- (f) Phases of construction.
- (g) All streets which will be served under a "Line Extension Policy."

---

Note: The map(s) must show inter-municipal connections.

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5. Cable.

	<u>Diameter</u>	<u>Type</u>
(a) Super Trunk	_____	
(b) Trunk	<b>750 MC Sq., 860 QR</b>	
(c) Distribution	<b>500 MC Sq., 540 QR</b>	
(d) House drops	<b>RG6, RG11Comscope</b>	

- (d) If cable is not jacketed, what tests were made to determine that there were no corrosive properties in the atmosphere?

**NOT APPLICABLE (no unjacketed cable)**

6. Equipment.

<u>Manufacturer</u>	<u>Model</u>	<u>Max. Frequency</u>
---------------------	--------------	-----------------------



## VII. System Design Standards

1. For 870 Mhz channels downstream and 5-42 Mhz channels upstream.
2. System spacing. (where applicable e.g., HFC/other)
  - (a) Super Trunk N/A
  - (b) Trunk 28 db
  - (c) Distribution 30 db
3. Maximum cascade from Node (where applicable e.g., HFC/other) 6
  - (a) Bridgers in cascade N/A
  - (b) Line extenders in cascade node plus 6
  - (c) Slope between pilot carrier frequencies 12.5
4. System signal level at subscriber's terminal. (maximum cascade/longest loop)
  - (a) At highest frequency video carrier 870 Mhz 4 db
  - (b) At channel 2 video carrier 4 db
  - (c) Channel 2 video carrier will be within 3 db of highest Video carrier frequency.
5. Within the passband, the theoretical system design performance will be equal to or better than:
 

	<u>Super Trunk</u>	<u>Trunk</u>	<u>Distribution</u>	<u>Total System</u>
(a) Video carrier to noise ratio				<u>-43</u>
(b) Carrier to cross modulation ratio				<u>-55</u>
(c) Carrier to hum ratio				<u>&gt;2%</u>
(c) Carrier to second order beat ratio				<u>-55</u>
(e) Carrier to third order beat ratio				<u>-55</u>

- (f) Gain to frequency response across any 6 MHZ TV channel 2 db
- (g) Signal levels will not vary more than indicated as measured at any automatic gain or slope control location with maximum trunk amplifiers in cascade for 40 degree change in temperature from last balanced temperature \_\_\_\_\_ db.  
If not applicable, please explain why.

**Signal level variance exceeds FCC specification 76.605(a)(c)**

- (h) From Channel 2 to maximum usable channel as measured across 75 ohms all cable will exhibit a minimum structural loss of db.
- (i) R.F. Leakage
- (1) Will your system meet or exceed the F.C.C regulations limiting R.F. energy leakage permitted by CATV systems as set forth by F.C.C. Rules and Regulations, 47 CFR 76.1 et seq.? (X) Yes ( ) No
- (j) (1) Are converters to be used? (X) Yes ( ) No
- (2) If yes,

**Please see below. Note: this is subject to change once integrated with Altice's Parsippany head end.**

**DCT 1700, 1800, 6200,6412,6916,3416,3080,2524,100,70 Motorola RNgllON  
RNg200 Pace**

- (k) Premium service security method: Digital Encryption
- (l) Amplifiers. If not applicable, please explain why.
- (1) Amplifier power source 90 vac.
- (2) Is standby power to be used? Yes (X) No ( )
- (3) If yes, where? All node locations

6. Equipment specification sheets

---

(a) Provide, as appendices to this section, copies of all specification sheets.  
Note: List the following information for each specification sheet:

- (1) Manufacturer.  
(2) Model number.

(3) Name of equipment.

(b) Provide, as appendices to this section, system construction specifications. If not applicable, please explain why.

---

## VIII. System Channel Allocation

Provide the following for all signals carried:

- (1) **SEE APPENDIX III**

System Name: **Sparta**

Date Effective: **April 2021**

## IX. Line Extension Policy

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Note: The Cable Television Act requires the applicant agree to cable the entirety of the franchise area. The applicant is not required, however, do so under all circumstances or at its own cost. The primary service area is the section of the community the cable television company will provide service to residents at standard and non-standard installation rates and charges. Sections outside the primary service area may be governed by a line extension policy delineating the terms and conditions by which service will be provided. Primary service areas and any area the cable television company will provide service pursuant to a line extension policy must be designated on the map filed in accordance with § VI. System Plant.

- (1) Pursuant to the Board's Order approving the transfer of certificates of approval from Service Electric Cable T. V. of New Jersey to CSC TKR, LLC, dated July 2, 2020 and effective July 6, 2020 (Docket No. CM20030211), Applicant agrees to extend its network to requesting residential households or small businesses within the Township in areas with a density of at least 25 homes per mile (as measured from the applicable franchise's Primary Service Area), with no customer contribution toward the cost of construction in the public right of way, and as otherwise consistent with the Office's Standard Line Extension Policy set forth in APPENDIX IV.

## X. Rates

(All applicants; renewal applicants should indicate if information contained herein differs from current rates)

1. Provide the following information with reference to rates for service:

### FOR ALL RATES BELOW SEE APPENDIX V

- (a) Residential
  - (1) Installation
    - (a) Definition of Standard Installation and nonstandard installation:
    - (b) Rate for Standard Installation: plus tax:
    - (c) Rate for Non-Standard Installation:
  - (2) Monthly service – include basic, premium and packages or tiers.
  - (3) Rental charges for any required ancillary equipment
  - (4) Other
- (b) Hotel, motel, rooming house
  - (1) Installation
  - (2) Monthly Service Charges
  - (3) Rental charges for any required ancillary equipment
  - (4) Other
  - (5) If rates are set by contract, list general terms and conditions which would be applicable to potential customers.
- (c) Commercial Enterprise
  - (1) Installation
  - (2) Monthly service charges
  - (3) Rental charges for any ancillary equipment
  - (4) Other - include restrictions on premium services



(d) Apartment, condominium, cooperative, multiple unit dwelling

(1) Installation

(2) Monthly service charges

(3) Rental charges for any required ancillary equipment

(4) Other

(2) List and describe all advertising rates.

**SEE APPENDIX VI**

(3) List and describe all leased channel rates.

(4) List and describe all equipment and personnel charges.

**SEE APPENDIX V**

(5) Do any of the above rates and/or terms and conditions of service differ from the existing ones? Yes ( ) No (X)

If yes, please explain.

**XI. Financing**

**NOT APPLICABLE**

(New applicants; renewal applicants must complete only if rebuild and/or upgrade is planned or if areas of the original territory are not yet built).

1. Estimate the capital requirements for construction of the proposed system including but not limited to estimates as to the transmission system and distribution and drop cable, office equipment, studio equipment, vehicles, telephone and power pole make ready, converter costs, administrative and technical personnel, wages and bonuses.

			<u>Years</u>		
Pre-operating Period	1	2	3	4	5

2. Describe the sources of funds to be provided.

			<u>Years</u>		
Pre-operating Period	1	2	3	4	5

3. Estimate the annual revenues anticipated from system operation and operating expenses and working capital needed in excess of that required for construction.

			<u>Years</u>		
Pre-operating Period	1	2	3	4	5

4. The following financial data and supporting schedules will be required for both the individual municipality and for the applicant's overall financial status (including commitments in other municipalities designating each municipality separately for each respective municipality covered in projections);

- a. Statements of personal net worth of the stockholders owning or controlling 3% or more of the voting stock or any equivalent voting interest of the applicant corporation or individuals if other than a corporation.
- b. Current financial statement of applicant (balance sheet, profit and loss statements, statement of cash flows).
- c. Pro forma estimate of balance sheet, projecting the pre-operating period and the first five (5) years.
- d. Pro forma estimate of profit and loss statement, projecting the pre-operating period and the first five (5) years, in detail;

1. Indicate categories of projected revenues (see "3" above).
  2. Indicate categories of projected expenses (see "3" above).
- e. Submit schedules indicating pertinent subscriber data for periods similar to "c" and "d" above;
1. Homes passed.
  2. Where applicable, anticipated subscribers at the beginning and ending of each respective year and corresponding penetration estimates for:
    - (i) Cable television reception service.
    - (ii) Cable communications system (i.e. pay cable)
    - (iii) Seasonal subscribers
    - (iv) Other; second outlet, reconnections, etc., (designate).
- f. Revenue by category (see "4d").
- g. Pro forma estimate of source and application of funds, projecting for the pre-operating period and the first five (5) years (see "2" above).
- h. Schedule showing assumptions used (i.e. costs per mile, converter costs, make-ready cost, expense ratio, projected penetration, revenue charge, etc.).
- i. Pro forma estimate of capital expenditures, projecting for the pre-operating period and the first five (5) years. Indicate depreciation life expectancy of each category of plant, equipment and the method of depreciation used. (Please note that this total is to correspond with balance sheet figure).

All information which does not fit in the space provided should be attached as appendices.

## XII. Financial Terms and Conditions

1. Provide, as appendices, written evidence of commitments from person who will provide funds including parent and subsidiary companies, together with detailed terms and conditions of those commitments, any obligation which may affect the operation of the system, and submit current financial statements as to present status of cable operator together with current financial statements of parent, subsidiary companies and/or other financial interests, if applicable. Provide audited financial or an explanation of why they are unavailable.

**Cablevision's sources of financing have been set forth in public filings, copies of which have been provided to the Board of Public Utilities.**

2. Provide, as appendices, copies of all agreements, contracts and leases pertaining to the construction and operation of the proposed system.

**NOT APPLICABLE**

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Note For each document attached in accordance with XII above, as part of the Appendix entitled Financing, include the following:

For item 1:

1. Source of financing.
2. Terms of financing (payment, interest rates, etc.).
3. Amount of financing.
4. How funds are to be utilized.
5. Type of funds (equity, intercompany debt, third party financing, cash flow, etc.).

For item 2:

1. Parties to agreement.
2. Term of agreement.
3. Date of agreement.

- 
3. Furnish all other pertinent financial data affecting either present or future operations, and/or plant construction as well as other services to be rendered or contemplated which could affect the proposed system.

### **XIII. Bonding and Insurance**

1. Provide complete information, as to the type and amounts of insurance, applicant will have as of franchise date.

**See APPENDIX VII**

2. Indicate the amount of performance bond applicant will have as of franchise date.

**See APPENDIX VIII, there is a statutory \$25,000.00 bond**

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Note: Insurance and bonding requirements are established by law. See Guide to Franchise Renewal and N.J.S.A. 48:5A-28 for further information.

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#### **XIV. Liability**

**The applicant holds the municipality harmless from any liability arising out of the company's operation and construction of its cable television systems.**

#### **XV. Special Requirements for Proposed Overbuilds**

**NOT APPLICABLE**

All applicants proposing to overbuild an existing cable television system are requested to supply information on the following:

1. **Construction of the System.** Describe any anticipated additional construction problems associated with an overbuild; include costs, make-ready, service to underground areas and MDU's and steps to be taken to avoid unreasonable disruption of service. Provide specific data indicating how make-ready estimates were determined.
2. **Financing.** Describe any anticipated additional costs and the basis for revenue projections, including anticipated penetration, associated with an over-build.
3. **A description of any other operating or attempted cable television overbuilds or dual builds by the applicant.**

## **XVI. Commitments**

If the Municipality and/ or the Board of Public Utilities determines that it is in the public interest to grant a municipal consent for the operation of competitive services similar to those offered by the Applicant herein, including but not limited to terms and conditions pertaining to the territorial extent of the municipality, system design, technical performance standards, construction schedules, performance bonds, standards for construction and installation of facilities, service to subscribers, public, educational and government access channels programming and obligations, liability and indemnification and franchise fees, materially different from those set out herein, either the Applicant or the Municipality may Petition the Board of Public Utilities for an order approving modification of the terms and conditions of the municipal consent so that they are consistent with those of the subsequently issued municipal consent. In the event of the filing of such a Petition by either the Municipality or the Applicant, the Applicant or the Municipality, respectively, shall have the right to intervene in the proceeding, without objection from the other party. Nothing herein shall preclude the Municipality and the Applicant from agreeing to the modification of the terms and conditions hereof at any time, subject to the approval of the Board of Public Utilities.

**XVII. Verification**

STATE OF NEW YORK :  
:  
COUNTY OF QUEENS :

Paul Jamieson (hereinafter referred to as affiant) being duly sworn upon his oath according to law, deposes and says that he is Vice President, Government Affairs & Policy of CSC TKR, LLC; that he is authorized on the part of said applicant to verify and file with the Vernon Township this application and appendices attached hereto; that he has carefully examined all of the statements contained in such application and the appendices attached here to and made a part hereof; that he has knowledge of the matters set forth herein and that all such statements made and matters set forth herein are true and correct to the best of his knowledge, information and beliefs. Affiant further says that the applicant makes this application intending in good faith to present evidence which the applicant believes will support the application as to which authority to operate is sought herein.



\_\_\_\_\_  
(Signature of Affiant)

Subscribed and sworn to before me  
This 15<sup>th</sup> Day of  
April, 2022



\_\_\_\_\_  
(Signature and seal, if any, of Officer authorized to administer oaths).

**ROBERT HOCH**  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 02HO8002764  
QUALIFIED IN WESTCHESTER CO.  
COMMISSION EXPIRES FEB. 17 2026



## Index to Appendices

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Note: List all material contained in attached appendices.

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	<u>Page</u>	<u>Section</u>	<u>Item</u>	<u>Subject</u>
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Appendix III	10 20	IV VIII	(1b) (1)	Channel Allocation Chart
Appendix IV	21	IX	(1)	Line Extension Policy
Appendix V	22 23	X X	(1) (4)	Rates
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Appendix VII	27	XIII	(1)	Certificate of Insurance
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## TOWNSHIP OF VERNON

### ORDINANCE #23-06

#### ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING CHAPTER 5, ARTICLE X ENTITLED "DEPARTMENT OF PUBLIC WORKS" TO CREATE THE POSITIONS OF ASSISTANT DIRECTOR OF PUBLIC WORKS AND DIRECTOR OF AUTOMOTIVE SERVICES

WHEREAS, a determination has been made that it would be in the best interests of the Township of Vernon to create the position of Assistant Director of Public Works and to create the position of Director of Automotive Services; and

WHEREAS, the presence of an Assistant Director of Public Works and a Director of Automotive Services will help provide additional supervision, promote greater efficiencies with the Department of Public Works, to reflect current duties being performed in the Department of Public Works, and to be in compliance with the requirements of the Civil Service Commission.

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

#### SECTION 1

#### § 5-52. Establishment; Director of Public Works as head; qualifications; Assistant Director of Public Works; Director of Automotive Services.

- A. There is hereby established a Department of Public Works, the head of which shall be the Director of Public Works.
- B. Prior to appointment, the Director of Public Works shall have experience and education sufficient to perform the duties and responsibilities of the office. The Director of Public Works shall hold and maintain a certified public works administrator's certificate as required by N.J.S.A. 40A:9-154.6a et seq.
- C. There shall also be an Assistant Director of Public Works, who shall be appointed by the Mayor, as the Appointing Authority. Prior to appointment, the Assistant Director of Public Works shall have experience and education sufficient to perform the duties and responsibilities of the office. The Assistant Director of Public Works shall have obtained and continue to maintain a certified public works manager certification. The Assistant Director shall perform duties assigned and designated by the Director of Public Works.
- D. There shall also be a Director of Automotive Services, who shall be appointed by the Mayor, as the Appointing Authority. Prior to appointment, the Director of Automotive Services shall have experience and education sufficient to perform the duties and responsibilities of the office.

**SECTION 2**

Each section of this ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity of constitutionality of any other sections or parts thereof.

**SECTION 3**

Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed as to their inconsistencies only.

**SECTION 4**

This Ordinance shall take effect immediately as provided by law.

**CERTIFICATION**

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on February 16, 2023, and the same came up for final passage and was adopted at the Meeting of the Township Council held on March 13, 2023 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

\_\_\_\_\_  
Marcy Gianattasio, Clerk  
Township of Vernon

\_\_\_\_\_  
Howard Burrell, Mayor

**Township of Vernon**

**INTRODUCED: February 16, 2023**

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Distasi, P	X		X			
Rizzuto, P.			X			
Sparta, B.		X	X			
Tadrack, J.			X			
Buccieri, N			X			

**ADOPTED:**

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Distasi, M						
Rizzuto, P.						
Sparta, B.						
Tadrack, J.						
Buccieri, N.						

**TOWNSHIP OF VERNON**

**ORDINANCE #23-07**

**AN ORDINANCE OF THE TOWNSHIP OF VERNON,  
COUNTY OF SUSSEX AND STATE OF NEW JERSEY, AMENDING AND  
SUPPLEMENTING CHAPTER 509, "TAXATION," OF THE TOWNSHIP CODE TO  
ESTABLISH ARTICLE III, "100% DISABLED VETERAN TAX REFUNDS"**

**WHEREAS**, pursuant to N.J.S.A. 54:4-3.30, the dwelling house and the lot whereupon the same is erected, of any citizen and resident of this State, honorably discharged or released under honorable circumstances, from active service, in time of war, in any branch of the Armed Forces of the United States, who has been or shall be declared by the United States Veterans Administration or its successor to have a service-connected disability declared by the United States Veterans Administration or its successor to be a total or 100 percent permanent disability, and not so evaluated solely because of hospitalization or surgery and recuperation, sustained through enemy action, or accident, or resulting from disease contracted while in such active service, shall be exempt from taxation on proper claim made therefor; and

**WHEREAS**, pursuant to N.J.S.A. 54:4-3.31, upon review and approval of the required documentation by the municipal tax assessor, the assessor shall allow said exemption from taxation for the tax year in which the claim was filed; and

**WHEREAS**, pursuant to N.J.S.A. 54:4-3.32, the governing body of each municipality, by appropriate resolution, may return all taxes collected on property from prior years which would have been exempt had proper claim been timely made in writing; and

**WHEREAS**, the statutory intent to grant discretion to the governing body of every municipality has been affirmed by court decisions that have held that a municipality has discretion to grant or deny a taxpayer a retroactive refund of property taxes that has been paid from the effective date of the disability as determined by the United States Department of Veterans Affairs as set forth in N.J.S.A. 54:4-3.32; and

**WHEREAS**, the Township Council desires to establish a formal policy providing that a retroactive refund of property taxes as set forth in N.J.S.A. 54:4-3.32 shall be limited to the current year of the submission of a proper claim to the tax assessor as required by N.J.S.A. 54:4-30.

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

**SECTION 1**

Chapter 509, "Taxation," of the Code of the Township of Vernon is hereby amended and supplemented to establish Article III, "100% Disabled Veteran Tax Refunds" which shall read in its entirety as follows:

ARTICLE III 100% Disabled Veteran Tax Refunds

**§ 509-22 Property Tax Refunds.**

A refund of property taxes pursuant to N.J.S.A. 54:4-3.32 shall be granted provided that the applicant submits a complete application to the tax assessor as required by N.J.S.A. 54:4-3.30. A retroactive refund of property taxes as set forth in N.J.S.A. 54:4-3.32 shall be limited to the effective date listed in the letter received by the Tax Assessor from the United States Department of Veterans Affairs up to a maximum of four tax quarters (1 year) as required by N.J.S.A. 54:4-3.30.

**SECTION 2**

All Ordinances of the Township of Vernon that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

**SECTION 3**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

**SECTION 4**

This ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

**CERTIFICATION**

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on February 27, 2023, and the same came up for final passage and was adopted at the Meeting of the Township Council held on March 13, 2023 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

\_\_\_\_\_  
Marcy Gianattasio, Clerk  
Township of Vernon

\_\_\_\_\_  
Howard Burrell, Mayor

**Township of Vernon**

**INTRODUCED: February 27, 2023**

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Distasi, P		X	X			
Rizzuto, P.			X			
Sparta, B.	X		X			
Tadrick, J.			X			
Buccieri, N			X			

**ADOPTED:**

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Distasi, M						
Rizzuto, P.						
Sparta, B.						
Tadrick, J.						
Buccieri, N.						





**TOWNSHIP OF VERNON**

**ORDINANCE #23-08**

**ORDINANCE AMENDING THE SALARIES FOR  
CERTAIN OFFICERS AND EMPLOYEES OF  
THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY**

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

**Section 1.** The salary ranges for hereinafter listed Township Officers, employees, and positions shall be and are hereby fixed for the year, commencing January 1, 2023 and shall be the same until a new salary ordinance is adopted by the governing body.

<b>FULL TIME:</b>	<b>Minimum</b>	<b>Maximum</b>
<b>Public Works</b>		
*DPW-Department Head	90,000	120,000
*Assistant Director of Public Works	80,000	100,000
*Assistant Supervisor	70,000	85,000
<del>*Supervising Meehanic</del>	<del>70,000</del>	<del>85,000</del>
*Director of Automotive Services	70,000	85,000

*\*Work week is 40 hours*

**Section II:** All ordinances of the Township of Vernon which are inconsistent with the provisions of the Ordinance are hereby repealed to the extent of each inconsistency.

If any chapter, article, division, section, subsection, paragraph, sentence, clause, or provision of the Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect all remaining portions of this Ordinance.

**Section III.** The Ordinance shall take effect twenty (20) days after final passage, approval and publication after adoption by the Township Council and shall be retroactive to January 1, 2023.

**CERTIFICATION**

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on February 27, 2023, and the same came up for final passage and was adopted at the Meeting of the Township Council held on March 13, 2023 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

\_\_\_\_\_  
Marcy Gianattasio, Clerk  
Township of Vernon

\_\_\_\_\_  
Howard Burrell, Mayor

**Township of Vernon**

**INTRODUCED: February 27, 2023**

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Distasi, P	X		X			
Rizzuto, P.			X			
Sparta, B.		X	X			
Tadrick, J.			X			
Buccieri, N			X			

**ADOPTED:**

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Distasi, M						
Rizzuto, P.						
Sparta, B.						
Tadrick, J.						
Buccieri, N.						