



**Township of Vernon  
Municipal Building  
21 Church Street  
Vernon, New Jersey 07462**

**VERNON TOWNSHIP COUNCIL  
SPECIAL MEETING AGENDA**

**NOVEMBER 10, 2022 6:00 P.M.**

**1. CALL TO ORDER**

- 2. STATEMENT:** Adequate Notice of this meeting was provided to the public and the press on November 3, 2022 and was posted at the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A.10:4-7.

**3. ROLL CALL**

**4. PUBLIC COMMENT (Limited to 3 Minutes Per Person)**

**5. RESOLUTION**

**Resolution #22-253:** Resolution of the Council of the Township of Vernon Providing Written Notice to the Business Administrator Of, and an Opportunity to Respond To, Charges Seeking His Removal for Cause Pursuant to N.J.S.A. 40:69A-36(e) and N.J.S.A. 40:69A-37(b)

**6. CONSENT AGENDA**

**Resolution #22-259:** Resolution Confirming James Sloan as Judge of the Vernon Township Municipal Court

**Resolution #22-260:** Resolution Authorizing the Execution of a Shared Services Agreement Between the Township of Vernon and the Vernon Township School District

**Resolution #22-261:** Resolution Authorizing the Execution of a Shared Services Agreement Between the Township of Vernon and the Township of Montague for Animal Control Services

**Resolution #22-262:** Resolution Authoring the Execution of a Shared Services Agreement Between the Township of Vernon and the Township of Lafayette for Animal Control Services

**Resolution #22-263:** Resolution Authorizing the Execution of a Shared Services Agreement Between the Township of Vernon and the Borough of Ogdensburg for Animal Control Services

**Resolution #22-264:** Chapter 159 Resolution Requesting Approval of Revenue and Appropriation Amending the 2022 Budget as a Revenue and Appropriation of \$16,102.70

- 7. COUNCIL COMMENTS**
- 8. COUNCIL PRESIDENT COMMENTS**
- 9. ADJOURNMNET**

## **TOWNSHIP OF VERNON**

### **RESOLUTION #22-253**

#### **RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF VERNON PROVIDING WRITTEN NOTICE TO THE BUSINESS ADMINISTRATOR OF, AND AN OPPORTUNITY TO RESPOND TO, CHARGES SEEKING HIS REMOVAL FOR CAUSE PURSUANT TO N.J.S.A. 40:69A-36(e) AND N.J.S.A. 40:69A-37(b)**

**WHEREAS**, on September 12, 2022, the Township Council (“Council”) unanimously passed Resolution #22-220, which, in part, adopted the independent Investigation Report authored by Lavery, Selvaggi, Abromitis & Cohen, P.C. (“Investigation Report”) finding multiple systemic deficiencies and individual errors in connection with the November 2021 auction of Township owned property (“Municipal Land Sale”) resulting in the sale of property located at 6 Mondamin Road (“Mondamin Tower”) that included a Township owned radio tower and equipment; and

**WHEREAS**, the Investigation Report determined that the systemic deficiencies that lead to the sale of the Mondamin Tower were attributable to the Business Administrator and that the Business Administrator had also committed a series of individual errors in connection with the Municipal Land Sale; and

**WHEREAS**, the Council in Resolution #22-220 expressed the following:

- that the Business Administrator failed to adequately supervise, manage and conduct the Municipal Land Sale;
- that the Business Administrator had multiple opportunities to prevent the sale of the Mondamin Tower, but chose not to act on those opportunities, whether by acts of commission or omission;
- that the Business Administrator’s conduct and his failure to adequately supervise, manage and conduct the Municipal Land Sale, as detailed in the Investigate Report, was the primary causal factor in the Mondamin Tower being sold erroneously;
- that it had no confidence in the Business Administrator to perform the tasks required of the Township business administrator;
- that cause exists to justify its removal of the Business Administrator for the reasons set forth in Resolution #22-220 and as contained in the Investigative Report;
- the potential for the disruption to the Township which could ensue if the Council were to effectuate the removal of the Business Administrator and that the Mayor is the person to whom should fall the responsibility of remedying this error;

- that the Township Council provided the Mayor with a copy of the Investigative Report and informed the Mayor of its opinion regarding the Business Administrator, the Business Administrator's conduct that resulted in the sale of the Mondamin Tower and its lack of confidence in the Business Administrator;
- that while the Business Administrator serves at the Mayor's discretion, the Mayor had informed the Township Council that he will not terminate the Business Administrator's employment, but instead offered to discipline the Business Administrator by suspending his pay for thirty-two (32) days;
- that while the Township Council believed that the Mayor's proposed response was inadequate, it would not seek to remove the Business Administrator at that time, fully and completely placing the responsibility and ownership of the matter on the Mayor;

**WHEREAS**, despite the assurances to the Council by the Mayor that he would impose a thirty-two (32) day suspension on the Business Administrator, the Mayor has since refused to take any action against the Business Administrator in connection with the findings of the Investigative Report, the Municipal Land Sale or the sale of the Mondamin Tower; and

**WHEREAS**, the Council remains of the opinion that it has no confidence in the Business Administrator to perform the tasks required of him;

**WHEREAS**, N.J.S.A. 40:69A-36(e) and N.J.S.A. 40:69A-37(b) allow the Township Council to remove any municipal officer for cause;

**WHEREAS**, The Township Council, based on the findings of the Investigative Report, believes that the Business Administrator has engaged in the following infractions that would constitute cause for his removal pursuant to N.J.S.A. 40:69A-36(e) and N.J.S.A. 40:69A-37(b):

- Failure to perform duties, inefficiency or substandard performance;
- Conduct unbecoming a public employee; and
- Other sufficient cause

**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 Council President or Vice President shall provide the Business Administrator notice in writing of the following charges no later than November 15, 2022 ("Notice"):

- Failure to perform duties, inefficiency or substandard performance;
- Conduct unbecoming a public employee; and
- Other sufficient cause

2. The Notice shall advise the Business Administrator that he shall have the opportunity in Executive Session at the November 21, 2022 Special Township Council meeting to respond to the foregoing charges; and

3. That immediately following the Executive Session, regardless of whether the Business Administrator chooses to respond to the charges, the Township Council shall vote on whether to remove the Business Administrator from his position for cause pursuant to N.J.S.A. 40:69A-36(e), N.J.S.A. 40:69A-37(b) and N.J.S.A. 40A:9-138.

### **CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Special Meeting held on November 10, 2022 6:00 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>
Buccieri, N						
Furrey, M						
Lynch, B						
Rizzuto, P						

# TOWNSHIP OF VERNON

## RESOLUTION #22-259

### RESOLUTION CONFIRMING JAMES SLOAN AS JUDGE OF THE VERNON TOWNSHIP MUNICIPAL COURT

**WHEREAS**, Judge James Devine has resigned from his position as Judge of the Vernon Township Municipal Court effective December 31, 2022; and

**WHEREAS**, the resignation is prior to the expiration of his appointment; and

**WHEREAS**, in accordance with N.J.S.A. 2B:12-4, the Mayor has appointed James Sloan to serve in the capacity of Judge of the Vernon Township Municipal Court to fill the remainder of the unexpired term.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Vernon, County of Sussex, New Jersey, that the Mayor's appointment of James Sloan to serve in the capacity of Municipal Court Judge from January 1, 2023 to December 31, 2023 is hereby confirmed, to be compensated at an annual salary of \$38,628.00 for the year 2023.

### CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Special Meeting held on November 10, 2022 6:00 pm in the Vernon Municipal Center.

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

### VERNON TOWNSHIP COUNCIL

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

**TOWNSHIP OF VERNON**

**RESOLUTION #22-260**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES  
AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE VERNON  
TOWNSHIP SCHOOL DISTRICT**

**WHEREAS**, the Township of Vernon ("Township") operates a gasoline and diesel pumping station to fuel its municipal fleet; and

**WHEREAS**, both the Township and Vernon Township School District ("District") are desirous of providing the District access to the Township's gasoline and diesel pumping station for the purposes of providing gasoline and diesel for the District vehicles; and

**WHEREAS**, the Township is willing to provide access to the Township's gasoline and diesel pumping station to the District and this is deemed in the best interest of the Township; and

**WHEREAS**, such agreements are authorized pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et. seq.; and

**WHEREAS**, a shared services agreement has been negotiated by and between the parties and that establishes the terms and conditions thereof.

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

1. The Mayor and City Clerk are authorized to execute the attached shared services agreement between the Township of Vernon and the Vernon Township School District to provide gasoline and diesel at the Township's pumping station.
2. A copy of said agreement will be attached to this resolution and held on file in the Office of the Municipal Clerk.
3. A certified copy this resolution shall be forwarded to the Vernon Township School District.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Special Meeting held on November 10, 2022 6:00 pm in the Vernon Municipal Center.

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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>
Buccieri, N						
Furrey, M						
Lynch, B						
Rizzuto, P						



**SHARED SERVICES AGREEMENT BY AND BETWEEN  
THE VERNON TOWNSHIP SCHOOL DISTRICT  
AND THE TOWNSHIP OF VERNON  
FOR PURCHASE OF GASOLINE AND DIESEL**

**THIS AGREEMENT** entered into this \_\_\_\_ day of October 2022 by and between the Board of Education of the Vernon Township School District (hereinafter referred to as the “School”), located at the 625 Route 517, Vernon, New Jersey 07462 and the Township of Vernon (hereinafter referred to as “Township”), located at the 21 Church Street, Vernon, NJ 07462;

**WHEREAS** both the School and Township are desirous of providing the School access to the Township’s gasoline/diesel pumping station facility for the purposes of filling gasoline and diesel for School vehicles as further defined herein; and

**WHEREAS** both the School and Township have reviewed the advantages of sharing of the access to facility and gasoline/diesel as a joint venture and have agreed that such an arrangement would result in significant cost savings if shared; and

**WHEREAS** as a consequence thereof, the School and the Township have agreed to enter into a Shared Services Agreement that includes the Township continued maintain a supply of gasoline/diesel and adding the filling of School vehicles, as defined herein, with gasoline/diesel at Township pumping facility. The School and the Township will keep accurate records of the total quantity of gasoline used by School. The School will provide to the Township the total quantity of gasoline/diesel pumped into its vehicles on a monthly basis, which will then be chargeable by the Township against the School. Based on the goals of the School and the Township it is fitting that this arrangement between the School and the Township be memorialized into a written Shared Services Agreement authorized pursuant to NJSA40A:65-1 et seq.; and

**WHEREAS** by Resolution dated October 13, 2022 the School's Board of Education agreed to enter into the aforementioned Shared Services Agreement;

**WHEREAS** by Resolution \_\_\_\_\_ dated \_\_\_\_\_ the Township's Municipal Council agreed to enter into the aforementioned Shared Services Agreement.

**NOW THEREFORE** according to the provisions hereafter stated, the Vernon Township School District and the Township of Vernon have agreed to the provision of gasoline/diesel from the Township to the School as follows:

1. School vehicles, as defined herein, shall be allowed access to the Township gasoline/diesel pumping station.

2. School vehicles shall be defined for the purposes of this Shared Services Agreement to include only the vehicles listed on the attached Exhibit "A". Any vehicle not expressly included on the list shall be deemed to be expressly excluded. Nothing in this Agreement shall be read or interpreted in any manner to allow private vehicles of School officials, employees, agents or representatives to have access to the Township gasoline/diesel. The list of allowed vehicles may be amended from time to time during the course of this Shared Services Agreement by way of mutual agreed addendum in writing to Exhibit "A".

2 School vehicles, as defined herein, will have 24/7 access to the gasoline/diesel pumping station.

3. Each School vehicle will be required to have its own electronic fob to track the amount of fuel used for each vehicle. Each fob has a cost of \$6.00, which shall be paid by the School to the Township. The cost for initial fobs shall be included in the School's first required payment to the Township. A monthly invoice for the previous month's usage by the School and the cost of any electronic fobs shall be forwarded from the Township to the School on or before

the first day of each month. Payment shall be received from the School to the Township by the 30<sup>th</sup> of each month.

4. Payment for gasoline/diesel shall be based upon actual usage and cost per gallon shall be set at the rate of Township's per gallon purchase cost plus an additional \$0.05 per gallon.

5. Additionally, each invoice shall include a capital fee payable to the Township in the amount of \$141.35 per month.

6. Failure to remit payment of invoices for three (3) consecutive billing periods shall constitute cause for termination of this Agreement. Prior to any termination, the Township shall provide a thirty (30) day advance notice regarding said negative cash balance.

7. Duration of the Shared Services Agreement will extend from November 1, 2022 to June 30, 2028. Either party may terminate this Agreement with thirty (30) days advance notice by certified mail to the official address of the other party.

8. The School shall indemnify, defend, and hold harmless the Township, its agents, officers and employees, and the their successors and assigns, from and against all liability for claims, suits, demands, actions or causes of action arising out of or in connection with the provision of the parties' respective responsibilities under the Agreement, to the extent permitted by law.

9. By entering into this Agreement, the Parties do not waive their governmental immunity, nor does either Party waive any immunity it may be entitled to by operation of law including limitations on damages.

10. Neither party may assign, either wholly or in part, any of its rights or obligations under this Agreement.

11. In the event that a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

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

13. This Agreement represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, proposals or agreement, either written or oral.

14. During the term of this Agreement, it is understood and agreed that there shall be no change or modification of this Agreement unless reduced to writing and signed by all parties hereto.

15. An executed copy of this Agreement shall be forwarded to the Division of Local Government Services in the New Jersey Department of Community Affairs.

IN WITNESS WHEREOF, the parties hereunto have caused these present to be signed  
and sealed the day and year first above written.

WITNESS OR ATTEST:

TOWNSHIP OF VERNON

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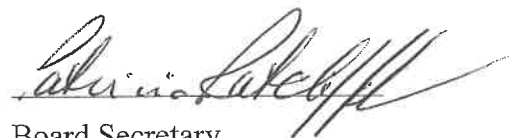
Marcy Gianattasio  
Township Clerk

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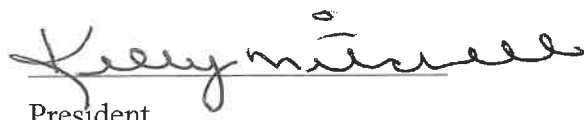
Howard Burrell  
Mayor

ATTEST:

Vernon Township School District



Board Secretary  
Board of Education



President,  
Board of Education

## EXHIBIT "A"

### LISTING OF APPROVED VEHICLES

<u>YEAR</u>	<u>DESCRIPTION</u>	<u>LICENSE</u>
2019	Ford F350 Pickup	32204MG
2019	Ford Transit Van	29931MG
2017	Ford Transit Van	23885MG
2017	Ford Pickup F350	21589MG
2016	Ford Transit Connect	18671MG
2012	Ford F350 Pickup	MG94803
2012	Ford Transit	MG92185
2011	Ford Pickup	MG87708
2010	Ford Escape Wagon	MG86058
2010	Ford Escape Wagon	MG86055
2009	Ford E150 Van	MG83112
2008	Ford Cargo Van	MG80188
2008	Ford Pickup	MG74543

\* FOBs will be needed for diesel gas cans and for regular gas cans

**TOWNSHIP OF VERNON**

**RESOLUTION #22-261**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES  
AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE TOWNSHIP OF  
MONTAGUE FOR ANIMAL CONTROL SERVICES**

**WHEREAS**, the Township of Montague has requested that the Township of Vernon ("Township") provide animal control services whenever there is a need for an animal control officer in the Township of Montague; and

**WHEREAS**, the request has been reviewed and approved by the appropriate Township officials; and

**WHEREAS**, the Township is willing to provide animal control services to the Township of Montague and this is deemed in the best interest of the Township; and

**WHEREAS**, such agreements are authorized pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et. seq.; and

**WHEREAS**, a shared services agreement has been negotiated by and between the parties and that establishes the terms and conditions thereof.

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

1. The Mayor and Township Clerk are authorized to execute the attached shared services agreement between the Township of Vernon and the Township of Montague for animal control services.
2. A copy of said agreement will be attached to this resolution and held on file in the Office of the Township Clerk.
3. A certified copy this resolution shall be forwarded to the Mayor and Clerk of the Township of Montague.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Special Meeting held on November 10, 2022 6:00 pm in the Vernon Municipal Center.

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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>
Buccieri, N						
Furrey, M						
Lynch, B						
Rizzuto, P						





# ***Township of Montague***

***"The Top of New Jersey"***

***277 Clove Road  
Montague, NJ 07827  
Phone: (973)293-7300  
Fax: (973)293-7467***

Eileen DeFabiis, RMC  
Municipal Clerk

October 31, 2022

Marcy Gianattasio, Clerk  
Vernon Township Municipal Bulding  
21 Church Street  
Vernon, New Jersey 07462

Re: Shared Service Agreement – Animal Control

Dear Ms. Gianattasio,

Please find enclosed a certified copy of Montague Township Resolution 2022-116, duly executed by Montague Township Mayor Richard E. Innella, approving a Shared Service Agreement for Animal Control Services between the Township of Vernon and the Township of Montague. Also enclosed is the Animal Control Shared Service Agreement. Once fully executed kindly send a copy to my attention for our file.

Should you have any questions, or need additional information, feel free to contact me at the number above.

Very truly yours,  
MONTAGUE TOWNSHIP

Eileen DeFabiis, RMC/CMR  
Montague Township Clerk

Encl.

**RECEIVED**

**NOV - 4 2022**

**Township Clerk**

**MONTAGUE TOWNSHIP**

**RESOLUTION 2022-116**

**AUTHORIZING THE TOWNSHIP OF MONTAGUE TO ENTER INTO A SHARED SERVICE AGREEMENT WITH THE TOWNSHIP OF VERNON FOR ANIMAL CONTROL SERVICES IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 40A:65-1 ET SEQ. AND N.J.S.A. 40A:11-10 ET SEQ.**

**WHEREAS**, the Township of Vernon desires to work with the Township of Montague in order to realize mutual cost savings through joint agreements for Animal Control Services, and

**WHEREAS**, The Township of Vernon is in a position to provide these services to the Township of Montague if it is compensated for the cost of such services; and

**WHEREAS**, the Township of Montague and the Township of Vernon have arrived at an understanding regarding the Animal Control Services for a period of one year (January 1, 2023 through December 31, 2023), this understanding has been embodied in a Shared Service Agreement; and

**WHEREAS**, the parties have the authority to enter into an agreement under the Shared Services Act, N.J.S.A. 40A:65-1 et seq. and the Local Public Contract Law, N.J.S.A. 40A:11-10 et seq.

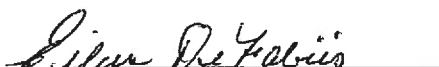
**NOW, THEREFORE, BE IT RESOLVED** that the Township Committee of the Township of Montague, in the County of Sussex, State of New Jersey, hereby accepts the provisions of Animal Control Services from the Township of Vernon, in the County of Sussex, State of New Jersey; and

**BE IT FURTHER RESOLVED** that the Montague Township Mayor and Township Clerk are hereby authorized to execute the attached Agreement between the Township of Montague and the Township of Vernon; and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution and Agreement shall be forwarded to the Clerk of the Township of Vernon.

Adopted: October 25, 2022

ATTEST:

  
Eileen DeFabiis, RMC  
Municipal Clerk

  
Richard E. Innella, Mayor

RECORD OF COMMITTEE VOTES				
COMMITTEE MEMBER	AYES	NAYES	ABSTAIN	ABSENT
JOSEPH KRUMPFER	X			
JAMES LEDONNE	X			
FRED MERUSI	X			
GEORGE ZITONE	X			
MAYOR RICHARD INNELLA	X			

**CERTIFICATION**

I hereby certify that this is a true and accurate copy of the resolution adopted by the Montague Township Committee, in the County of Sussex, State of New Jersey, at a regular meeting held on October 25, 2022.

A handwritten signature in cursive script, reading "Eileen DeFabiis", written over a horizontal line.

Eileen DeFabiis, RMC/CMR  
Montague Township Clerk

## ANIMAL CONTROL SHARED SERVICE AGREEMENT

### BETWEEN THE TOWNSHIP OF VERNON AND THE TOWNSHIP OF MONTAGUE

THIS AGREEMENT is entered into this 1st day of January, 2023 by and between:

THE TOWNSHIP OF VERNON, a municipal corporation of the State of New Jersey (referred to as "Provider"); and

THE TOWNSHIP OF MONTAGUE, a municipal corporation of the State of New Jersey; (referred to as Recipient)

WITNESSETH, that the Provider and the Recipient agree as follows:

#### ARTICLE I - SCOPE OF SERVICES

##### A. Authorization for service to be provided.

The Provider is authorized to provide the services in this agreement under the provisions of New Jersey Statutes Title 40, Chapter 8A, Section 6 (N.J.S.A. 40A:65-4). Both the Provider and the Recipient shall enact the necessary municipal resolution authorizing this contract as per N.J.S.A. 40A:65-5.

##### B. Responsibility

At all times, the Provider shall maintain responsibility for and control over the personnel hired and equipment utilized to provide the service.

#### ARTICLE II - ACTIVITIES

##### A. Services to be Provided

The Provider shall provide the services of its Animal Control Officer ("ACO") to enforce the Recipient's Animal Control Ordinance and relevant state statutes during the course of the term of this agreement.

The Provider agrees to accept, hold and dispose of all stray dogs and cats from the municipality of the Recipient, which shall be delivered to the Vernon Township Municipal Dog Pound Facility in accordance with the statutes applicable thereto, and the rules and regulations of the New Jersey State Department of Health, Food, Shelter and care for such dogs and cats during holding period will be provided and the Provider will, when necessary, dispose of such dogs and cats at the end of the holding period. After delivery of dog(s) and/or cat(s) by Recipient to Provider, the Provider shall have exclusive control and full responsibility for the holding and disposal of such dog(s) and/or cat(s). The Provider will execute these services in accordance with Attachment A, hereto.

##### B. Hours of Operation

The Animal Control Officer of the Provider shall be available during regular business hours (Monday - Friday 9:00 am - 4:00 pm, Saturday 9:00 am - 12:00 pm) and after hours, as needed. In the event that the Animal Control Officer is unavailable for a response, the Provider shall locate another Certified Animal Control Officer to provide the service required. The Provider shall furnish the Recipient with the phone number for the Animal Control Officer. The Provider may adjust the regular business hours with prior consultation with the Recipient.

The Dog Pound Facility shall be maintained open to the general public during regular business hours.

#### C. Reporting

Provider will supply Recipient with written quarterly reports of activity under this agreement on the first day of each quarter.

#### D. HLEO (Humane Law Enforcement Officer)

The Montague HLEO shall investigate all reports of neglect and abuse within the Township of Montague. The Vernon Animal Control Officer will assist as needed with the Montague HLEO on neglect and abuse cases.

#### E. TNR (Trap Neuter Release) Program

Vernon Animal Control may implement a TNR program within the Township of Montague. This method proves to be a humane and effective way to deal with cat colonies. Under this agreement, the fee for the first thirty-five (35) cats spayed/neutered is included for the TNR program; thereafter, each cat spayed/neutered for the TNR program in Montague Township will be assessed \$25.00. Vernon Township shall indicate in its quarterly reports the number of cats spayed/neutered in the Montague Township TNR program.

### **ARTICLE III - COMPENSATION**

A. The Recipient shall pay the Provider the annual sum \$15,600.00 as follows:

2023:

\$3,900.00 Due by 1/31/2023

\$3,900.00 Due by 4/30/2023

\$3,900.00 Due by 7/31/2023

\$3,900.00 Due by 10/31/2023

B. Upon providing an animal control response in the jurisdiction of the Recipient's boundaries if the ACO or his/her duly designated representative finds that an animal is injured to the point of requiring immediate veterinary care, the animal shall be transported to a veterinarian prior to being brought to the Vernon Dog Pound for the purpose of securing the required veterinary care. Any costs incurred to the Veterinarian by such veterinary care are not covered under the terms of this animal control contract, and the Recipient shall be responsible for paying the cost incurred directly to the Veterinarian. It is understood the Veterinarian is an outside vendor and is not an employee of either municipality.

### **ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT**

#### A. Duration

The Provider agrees to provide the services named in Article II for twelve months (12) from the date of this agreement. Said term of agreement is January 1, 2023 through December 31, 2023. Either party may terminate this agreement with three (3) months advance notice delivered by certified mail to the Municipal Clerk of the respective municipality.

## B. Amendments to Contract

This agreement may be amended or extended at any time by mutual agreement if the parties provided that such amendment is reduced to writing, executed by the chief administrative official of each party or his/her designated representative, and specifies the date the provisions of such amendment shall be effective.

## **ARTICLE V – INDEMNIFICATION**

Each party shall indemnify, defend and hold harmless the other party, its agents, officers and employees, and their successors and assigns, from and against all liability or any claims, suits, demands, actions or causes of action of any kind and nature arising out of or in connection with the provision of the parties' respective responsibilities under this Agreement, to the extent permitted by law. 6. By entering into this Agreement, the Parties do not waive their governmental immunity, nor does either party waive any immunity it may be entitled to by operation of law including limitations of damages.

## **ARTICLE VI - MISCELLANEOUS**

- A. Neither Party may assign, either wholly or in part, any of its rights or obligations under this Agreement.
- B. In the event that a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
- C. Any dispute arising under this Agreement or related to this Agreement shall be governed by and construed in accordance with the State of New Jersey.
- D. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, proposals or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

Attest:

Township of Vernon

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

Township of MONTAGUE

*Julien DeFabiis*

*Paul E. Smith*

Dated: 10/25/2022

Dated: 10/25/2022

## Attachment "A"

Vernon Township maintains staggered hours for our three certified animal control officers during the work day, providing clients with "on duty" service from 9:00 am through 4:00 pm., Monday through Friday, and Saturdays 9:00 am -12:00 pm. Experience shows that animal control calls are prevalent during late afternoon-early evening, when pet owners come home from work and situations unfold. ACO will be used in this agreement to stand for Animal Control Officer.

Vernon Township makes an estimate of the number of off-duty call outs that can be expected from a community during a given calendar year based on Montague's historical activity, and charges a flat rate accordingly for that year's ACO and pound service. The fee for the first two (2) off-duty call outs per month is included in the base price referenced in this agreement; thereafter, each call out would be assessed an additional \$100.00.

As a cost saving measure, Vernon Township identifies "emergency" or "non-emergency" situations for animal control. When Vernon Township has an ACO on duty, Vernon will respond to any request for animal control in the Recipient's community. During off-duty hours (evenings, holidays, weekends), Vernon Township will request that the Recipient's Police Department and/or Vernon Township Animal Control Supervisor make a professional judgment regarding whether or not the request for animal control service warrants as "emergency" situation.

Situations invoking a dog barking complaint do not require a physical response from an ACO during off-duty hours. Neither does a complaint about a dog running at large, if the dog is not causing damage, danger or harm to any person or any animal. Both of these situations could be deemed to be "non-emergency", and dealt with as follow up activity during the next regular workday. Similarly, concerns that people, may have regarding seeing a skunk or raccoon during an evening would not warrant an immediate response, as both of these animals are nocturnal by nature.

If a person calls to report a habitual "dog running loose" situation during off hours, it is likely that by the time a response is offered that same night, the dog would already be gone and the expense of the call out would be wasted. Instead, Vernon Township would offer to work with the person complaining, to identify likely days and hours that a special patrol would take place in the coming several weeks, so that if the dog is seen, an immediate response can be made when the person telephones with a request for service.

"Emergency" situations are clear cut in most situations; any situation involving an animal bite or scratch that affects a person or another animal; any time a person is confronted with a situation in which they believe that their personal safety is being threatened; any situation in which a member of the public has reason to suspect that an animal may have rabies; all of these situations warrant an immediate response, regardless of time of day or day of week:

There will, of course, be some situations in which it is difficult to decide whether or not the request involves an emergency or non-emergency situation. Vernon requests the police officer or other designated client representative to make a professional judgment based on the situation. If the police officer or other designated client representative is not sure, then treat it as an emergency situation and Vernon will respond.



**TOWNSHIP OF VERNON**

**RESOLUTION #22-262**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES  
AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE TOWNSHIP OF  
LAFAYETTE FOR ANIMAL CONTROL SERVICES**

**WHEREAS**, the Township of Lafayette has requested that the Township of Vernon ("Township") provide animal control services whenever there is a need for an animal control officer in the Township of Lafayette; and

**WHEREAS**, the request has been reviewed and approved by the appropriate Township officials; and

**WHEREAS**, the Township is willing to provide animal control services to the Township of Lafayette and this is deemed in the best interest of the Township; and

**WHEREAS**, such agreements are authorized pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et. seq.; and

**WHEREAS**, a shared services agreement has been negotiated by and between the parties and that establishes the terms and conditions thereof.

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

1. The Mayor and Township Clerk are authorized to execute the attached shared services agreement between the Township of Vernon and the Township of Lafayette for animal control services.
2. A copy of said agreement will be attached to this resolution and held on file in the Office of the Township Clerk.
3. A certified copy this resolution shall be forwarded to the Mayor and Clerk of the Township of Lafayette.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Special Meeting held on November 10, 2022 6:00 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>
Buccieri, N						
Furrey, M						
Lynch, B						
Rizzuto, P						

## ANIMAL CONTROL SHARED SERVICE AGREEMENT

BETWEEN THE TOWNSHIP OF VERNON AND THE TOWNSHIP OF LAFAYETTE

THIS AGREEMENT is entered into this 1<sup>st</sup> day of January, 2023 by and between:

THE TOWNSHIP OF VERNON, a municipal corporation of the State of New Jersey (referred to as "Provider"); and

THE TOWNSHIP OF LAFAYETTE, a municipal corporation of the State of New Jersey; (referred to as Recipient)

WITNESSETH, that the Provider and the Recipient agree as follows:

### ARTICLE I - SCOPE OF SERVICES

#### A. Authorization for service to be provided.

The Provider is authorized to provide the services in this agreement under the provisions of New Jersey Statutes Title 40, Chapter 8A, Section 6 (N.J.S.A. 40A:65-4). Both the Provider and the Recipient shall enact the necessary municipal resolution authorizing this contract as per N.J.S.A. 40A:65-5.

#### B. Responsibility

At all times, the Provider shall maintain responsibility for and control over the personnel hired and equipment utilized to provide the service.

### ARTICLE II - ACTIVITIES

#### A. Services to be Provided

The Provider shall provide the services of its Animal Control Officer ("ACO") to enforce the Recipient's Animal Control Ordinance and relevant state statutes during the course of the term of this agreement.

The Provider agrees to accept, hold and dispose of all stray dogs and cats from the municipality of the Recipient, which shall be delivered to the Vernon Township Municipal Dog Pound Facility in accordance with the statutes applicable thereto, and the rules and regulations of the New Jersey State Department of Health, Food, Shelter and care for such dogs and cats during holding period will be provided and the Provider will, when necessary, dispose of such dogs and cats at the end of the holding period. After delivery of dog(s) and/or cat(s) by Recipient to Provider, the Provider shall have exclusive control and full responsibility for the holding and disposal of such dog(s) and/or cat(s). The Provider will execute these services in accordance with Attachment A, hereto.

#### B. Hours of Operation

The Animal Control Officer of the Provider shall be available during regular business hours (Monday - Friday 9:00 am - 4:00 pm, Saturday 9:00 am - 12:00 pm) and after hours, as needed. In the event that the Animal Control Officer is unavailable for a response, the Provider shall locate another Certified Animal Control Officer to provide the service required. The Provider shall furnish the Recipient with the phone number for the Animal Control Officer. The Provider may adjust the regular business hours with prior consultation with the Recipient.

#### B. Amendments to Contract

This agreement may be amended or extended at any time by mutual agreement if the parties provided that such amendment is reduced to writing, executed by the chief administrative official of each party or his/her designated representative, and specifies the date the provisions of such amendment shall be effective.

#### **ARTICLE V – INDEMNIFICATION**

Each party shall indemnify, defend and hold harmless the other party, its agents, officers and employees, and their successors and assigns, from and against all liability or any claims, suits, demands, actions or causes of action of any kind and nature arising out of or in connection with the provision of the parties' respective responsibilities under this Agreement, to the extent permitted by law. 6. By entering into this Agreement, the Parties do not waive their governmental immunity, nor does either party waive any immunity it may be entitled to by operation of law including limitations of damages.

#### **ARTICLE VI - MISCELLANEOUS**

- A. Neither Party may assign, either wholly or in part, any of its rights or obligations under this Agreement.
- B. In the event that a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
- C. Any dispute arising under this Agreement or related to this Agreement shall be governed by and construed in accordance with the State of New Jersey.
- D. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, proposals or agreements, either written or oral.

## Attachment "A"

Vernon Township maintains staggered hours for our three certified animal control officers during the work day, providing clients with "on duty" service from 9:00 am through 4:00 pm., Monday through Friday, and Saturdays 9:00 am -12:00 pm. Experience shows that animal control calls are prevalent during late afternoon-early evening, when pet owners come home from work and situations unfold. ACO will be used in this agreement to stand for Animal Control Officer.

Vernon Township makes an estimate of the number of off-duty call outs that can be expected from a community during a given calendar year based on Lafayette's historical activity, and charges a flat rate accordingly for that year's ACO and pound service. The fee for the first two (2) off-duty call outs per month is included in the base price referenced in this agreement; thereafter, each call out would be assessed an additional \$100.00.

As a cost saving measure, Vernon Township identifies "emergency" or "non-emergency" situations for animal control. When Vernon Township has an ACO on duty, Vernon will respond to any request for animal control in the Recipient's community. During off-duty hours (evenings, holidays, weekends), Vernon Township will request that the Recipient's Police Department and/or Vernon Township Animal Control Supervisor make a professional judgment regarding whether or not the request for animal control service warrants as "emergency" situation.

Situations invoking a dog barking complaint do not require a physical response from an ACO during off-duty hours. Neither does a complaint about a dog running at large, if the dog is not causing damage, danger or harm to any person or any animal. Both of these situations could be deemed to be "non-emergency", and dealt with as follow up activity during the next regular workday. Similarly, concerns that people, may have regarding seeing a skunk or raccoon during an evening would not warrant an immediate response, as both of these animals are nocturnal by nature.

If a person calls to report a habitual "dog running loose" situation during off hours, it is likely that by the time a response is offered that same night, the dog would already be gone and the expense of the call out would be wasted. Instead, Vernon Township would offer to work with the person complaining, to identify likely days and hours that a special patrol would take place in the coming several weeks, so that if the dog is seen, an immediate response can be made when the person telephones with a request for service.

"Emergency" situations are clear cut in most situations; any situation involving an animal bite or scratch that affects a person or another animal; any time a person is confronted with a situation in which they believe that their personal safety is being threatened; any situation in which a member of the public has reason to suspect that an animal may have rabies; all of these situations warrant an immediate response, regardless of time of day or day of week:

There will, of course, be some situations in which it is difficult to decide whether or not the request involves an emergency or non-emergency situation. Vernon requests the police officer or other designated client representative to make a professional judgment based on the situation. If the police officer or other designated client representative is not sure, then treat it as an emergency situation and Vernon will respond.

**TOWNSHIP OF VERNON**

**RESOLUTION #22-263**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES  
AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE BOROUGH OF  
OGDENSBURG FOR ANIMAL CONTROL SERVICES**

**WHEREAS**, the Borough of Ogdensburg has requested that the Township of Vernon (“Township”) provide animal control services whenever there is a need for an animal control officer in the Borough of Ogdensburg; and

**WHEREAS**, the request has been reviewed and approved by the appropriate Township officials; and

**WHEREAS**, the Township is willing to provide animal control services to the Borough of Ogdensburg and this is deemed in the best interest of the Township; and

**WHEREAS**, such agreements are authorized pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et. seq.; and

**WHEREAS**, a shared services agreement has been negotiated by and between the parties and that establishes the terms and conditions thereof.

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

1. The Mayor and Township Clerk are authorized to execute the attached shared services agreement between the Township of Vernon and the Borough of Ogdensburg for animal control services.
2. A copy of said agreement will be attached to this resolution and held on file in the Office of the Township Clerk.
3. A certified copy this resolution shall be forwarded to the Mayor and Clerk of the Borough of Ogdensburg.

**CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Special Meeting held on November 10, 2022 6:00 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>
Buccieri, N						
Furrey, M						
Lynch, B						
Rizzuto, P						

**BOROUGH OF OGDENSBURG  
COUNTY OF SUSSEX  
RESOLUTION 60-2022**

**RESOLUTION AUTHORIZING AND APPROVING SHARED SERVICES  
AGREEMENT BETWEEN THE BOROUGH OF OGDENSBURG AND  
THE TOWNSHIP OF VERNON FOR ANIMAL CONTROL SERVICES  
FOR THE CALENDAR YEAR 2023**

**WHEREAS**, the Borough of Ogdensburg's ("Borough") shared service agreement for animal control services is set to expire on December 31, 2022; and

**WHEREAS**, there is a need for such services to be provided for the Borough beginning January 1, 2023; and

**WHEREAS**, the Township of Vernon ("Township") is willing and able to provide such qualified services; and

**WHEREAS**, pursuant to the Uniform Shared Service and Consolidation Act, N.J.S.A. 40A:65-1 et seq., the Borough and Township wish to enter into a shared service agreement for animal control services for the calendar year 2023 at the annual cost of \$13,260.00 to be paid in quarterly installments to the Township for the services rendered.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Ogdensburg in the County of Sussex, and State of New Jersey that the Mayor and Clerk are hereby authorized and directed to execute the Animal Control Shared Services Agreement between the Borough of Ogdensburg and the Township of Vernon, in the form attached hereto, for the calendar year 2023 at the annual cost of \$13,260.00 to be paid in quarterly installments to the Township for the services rendered.

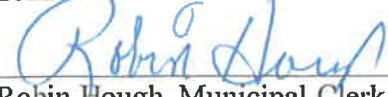
**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be forwarded together with executed copies of the Agreement to the Township of Vernon and Chief Financial Officer.

**BE IT FURTHER RESOLVED** that a copy of this Resolution and Agreement shall be kept on file in the Municipal Clerk's Office and made available to the public upon request.

**BE IT FURTHER RESOLVED** that pursuant to N.J.S.A. 40A:65-4(b), a certified copy of this Resolution and Agreement shall be filed with the Department of Community Affairs Division of Local Government Services.

**CERTIFICATION**

I hereby certify that the above resolution is a true copy of the resolution adopted by the Mayor and Council of the Borough of Ogdensburg, New Jersey, at a meeting held on October 24, 2022.

  
\_\_\_\_\_  
Robin Hough, Municipal Clerk



Roll call vote resolution 60-2022

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
Councilman Alvarez				x
Councilwoman Cowdick	x			
Councilman DeMeo	x			
Vacant				
Councilman Nasisi	x			
Councilman Poyer	x			
Mayor Hutnick (Tie Only)				

ANIMAL CONTROL SHARED SERVICE AGREEMENT

BETWEEN THE TOWNSHIP OF VERNON AND THE BOROUGH OF OGDENSBURG

THIS AGREEMENT is entered into this 1<sup>st</sup> day of January, 2023 by and between:

THE TOWNSHIP OF VERNON, a municipal corporation of the State of New Jersey (referred to as "Provider"); and

THE BOROUGH OF OGDENSBURG, a municipal corporation of the State of New Jersey; (referred to as Recipient)

WITNESSETH, that the Provider and the Recipient agree as follows:

**ARTICLE I - SCOPE OF SERVICES**

**A. Authorization for service to be provided.**

The Provider is authorized to provide the services in this agreement under the provisions of New Jersey Statutes Title 40, Chapter 8A, Section 6 (N.J.S.A. 40A:65-4). Both the Provider and the Recipient shall enact the necessary municipal resolution authorizing this contract as per N.J.S.A. 40A:65-5.

**B. Responsibility**

At all times, the Provider shall maintain responsibility for and control over the personnel hired and equipment utilized to provide the service.

**ARTICLE II - ACTIVITIES**

**A. Services to be Provided**

The Provider shall provide the services of its Animal Control Officer ("ACO") to enforce the Recipient's Animal Control Ordinance and relevant state statutes during the course of the term of this agreement.

The Provider agrees to accept, hold and dispose of all stray dogs and cats from the municipality of the Recipient, which shall be delivered to the Vernon Township Municipal Dog Pound Facility in accordance with the statutes applicable thereto, and the rules and regulations of the New Jersey State Department of Health, Food, Shelter and care for such dogs and cats during holding period will be provided and the Provider will, when necessary, dispose of such dogs and cats at the end of the holding period. After delivery of dog(s) and/or cat(s) by Recipient to Provider, the Provider shall have exclusive control and full responsibility for the holding and disposal of such dog(s) and/or cat(s). The Provider will execute these services in accordance with Attachment A, hereto.

**B. Hours of Operation**

The Animal Control Officer of the Provider shall be available during regular business hours (Monday - Friday 9:00 am - 4:00 pm, Saturday 9:00 am - 12:00 pm) and after hours, as needed. In the event that the Animal Control Officer is unavailable for a response, the Provider shall locate another Certified Animal Control Officer to provide the service required. The Provider shall furnish the Recipient with the phone number for the Animal Control Officer. The Provider may adjust the regular business hours with prior consultation with the Recipient.

The Dog Pound Facility shall be maintained open to the general public during regular business hours.

C. Reporting

Provider will supply Recipient with written quarterly reports of activity under this agreement on the first day of each quarter.

D. HLEO (Humane Law Enforcement Officer)

The Ogdensburg HLEO shall investigate all reports of neglect and abuse within the Borough of Ogdensburg. The Vernon Animal Control Officer will assist as needed with the Ogdensburg HLEO on neglect and abuse cases.

E. TNR (Trap Neuter Release) Program

Vernon Animal Control may implement a TNR program within the Borough of Ogdensburg. This method proves to be a humane and effective way to deal with cat colonies. Under this agreement, the fee for the first thirty-five (35) cats spayed/neutered is included for the TNR program; thereafter, each cat spayed/neutered for the TNR program in Ogdensburg Borough will be assessed \$25.00. Vernon Township shall indicate in its quarterly reports the number of cats spayed/neutered in the Ogdensburg Borough TNR program.

**ARTICLE III - COMPENSATION**

A. The Recipient shall pay the Provider the annual sum \$13,260.00 as follows:

2023:

\$3,315.00 Due by 1/31/2023

\$3,315.00 Due by 4/30/2023

\$3,315.00 Due by 7/31/2023

\$3,315.00 Due by 10/31/2023

B. Upon providing an animal control response in the jurisdiction of the Recipient's boundaries if the ACO or his/her duly designated representative finds that an animal is injured to the point of requiring immediate veterinary care, the animal shall be transported to a veterinarian prior to being brought to the Vernon Dog Pound for the purpose of securing the required veterinary care. Any costs incurred to the Veterinarian by such veterinary care are not covered under the terms of this animal control contract, and the Recipient shall be responsible for paying the cost incurred directly to the Veterinarian. It is understood the Veterinarian is an outside vendor and is not an employee of either municipality.

**ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT**

A. Duration

The Provider agrees to provide the services named in Article II for (12) twelve months from the date of this agreement. Said term of agreement is January 1, 2023 through December 31, 2023. Either party may terminate this agreement with three (3) months advance notice delivered by certified mail to the Municipal Clerk of the respective municipality.

#### B. Amendments to Contract

This agreement may be amended or extended at any time by mutual agreement if the parties provided that such amendment is reduced to writing, executed by the chief administrative official of each party or his/her designated representative, and specifies the date the provisions of such amendment shall be effective.

#### **ARTICLE V – INDEMNIFICATION**

Each party shall indemnify, defend and hold harmless the other party, its agents, officers and employees, and their successors and assigns, from and against all liability or any claims, suits, demands, actions or causes of action of any kind and nature arising out of or in connection with the provision of the parties' respective responsibilities under this Agreement, to the extent permitted by law. 6. By entering into this Agreement, the Parties do not waive their governmental immunity, nor does either party waive any immunity it may be entitled to by operation of law including limitations of damages.

#### **ARTICLE VI - MISCELLANEOUS**

- A. Neither Party may assign, either wholly or in part, any of its rights or obligations under this Agreement.
- B. In the event that a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
- C. Any dispute arising under this Agreement or related to this Agreement shall be governed by and construed in accordance with the State of New Jersey.
- D. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, proposals or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

Attest:

Township of Vernon

\_\_\_\_\_

\_\_\_\_\_

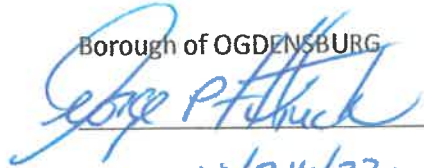
Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

Borough of OGDENSBURG





Dated: 10/24/2022

Dated: 10/24/22

## Attachment "A"

Vernon Township maintains staggered hours for our three certified animal control officers during the work day, providing clients with "on duty" service from 9:00 am through 4:00 pm., Monday through Friday, and Saturdays 9:00 am -12:00 pm. Experience shows that animal control calls are prevalent during late afternoon-early evening, when pet owners come home from work and situations unfold. ACO will be used in this agreement to stand for Animal Control Officer.

Vernon Township makes an estimate of the number of off-duty call outs that can be expected from a community during a given calendar year based on Ogdensburg's historical activity, and charges a flat rate accordingly for that year's ACO and pound service. The fee for the first two (2) off-duty call outs per month is included in the base price referenced in this agreement; thereafter, each call out would be assessed an additional \$100.00.

As a cost saving measure, Vernon Township identifies "emergency" or "non-emergency" situations for animal control. When Vernon Township has an ACO on duty, Vernon will respond to any request for animal control in the Recipient's community. During off-duty hours (evenings, holidays, weekends), Vernon Township will request that the Recipient's Police Department and/or Vernon Township Animal Control Supervisor make a professional judgment regarding whether or not the request for animal control service warrants as "emergency" situation.

Situations invoking a dog barking complaint do not require a physical response from an ACO during off-duty hours. Neither does a complaint about a dog running at large, if the dog is not causing damage, danger or harm to any person or any animal. Both of these situations could be deemed to be "non-emergency", and dealt with as follow up activity during the next regular workday. Similarly, concerns that people, may have regarding seeing a skunk or raccoon during an evening would not warrant an immediate response, as both of these animals are nocturnal by nature.

If a person calls to report a habitual "dog running loose" situation during off hours, it is likely that by the time a response is offered that same night, the dog would already be gone and the expense of the call out would be wasted. Instead, Vernon Township would offer to work with the person complaining, to identify likely days and hours that a special patrol would take place in the coming several weeks, so that if the dog is seen, an immediate response can be made when the person telephones with a request for service.

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There will, of course, be some situations in which it is difficult to decide whether or not the request involves an emergency or non-emergency situation. Vernon requests the police officer or other designated client representative to make a professional judgment based on the situation. If the police officer or other designated client representative is not sure, then treat it as an emergency situation and Vernon will respond.

# **TOWNSHIP OF VERNON**

## **RESOLUTION #22-264**

### **CHAPTER 159 RESOLUTION REQUESTING APPROVAL OF REVENUE AND APPROPRIATION AMENDING THE 2022 BUDGET AS A REVENUE AND APPROPRIATION OF \$16,102.70**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for an equal amount; and

**WHEREAS**, the Township has been awarded a \$16,102.70 National Opioid Settlement Proceeds Grant; and wishes to amend its 2022 budget for the difference of the awarded amount as a revenue.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Vernon hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$16,102.70 which is now available as a revenue,

**BE IT FURTHER RESOLVED** that a like sum of \$16,102.70 is hereby appropriated under the caption National Opioid Settlement Proceeds Grant.

### **CERTIFICATION**

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Special Meeting held on November 10, 2022 6:00 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>
Buccieri, N						
Furrey, M						
Lynch, B						
Rizzuto, P						