



VERNON TOWNSHIP COUNCIL MEETING AGENDA

NOVEMBER 27, 2023

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

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. SWEARING IN OF COUNCIL MEMBER JESSICA DeBENEDETTO

6. DISCUSSION ITEM

Ordinance #23-24: An Ordinance to Amend Chapter No. 148 Animal Control; Dog Licensing of the Revised Ordinances of the Township of Vernon by Amending Article III Animal Control: Dog Licensing, Section 148-26 Regulation of Dogs

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

8. REVIEW OF BILLS LIST

9. APPROVAL OF MINUTES

October 23, 2023 – Executive Session

October 23, 2023 – Regular Meeting

9. CONSENT AGENDA

Resolution #23-248: Resolution of the Township of Vernon Authorizing the Execution of an Agreement for Municipal Services Between the Township of Vernon and Valley View Homeowner's Association

Resolution #23-249: Resolution Authorizing the Execution of a Shared Services Agreement Between the Township of Vernon and the County of Sussex for the Installation and Maintenance of a Pedestrian Warning Beacon System

Resolution #23-250: Resolution Amending the Payment Terms of Resolution #23-235, Awarding CC# 6-2023 to Municipay in a Fair and Open Award for Online Payment Processing Vendor

Resolution #23-251: Resolution in Support of Assembly Bill No. 5548 Prohibiting the State From Imposing a Mileage-Based User Fee

Resolution #23-252: Resolution Authorizing the Execution of a Shared Services Agreement Between the Township of Vernon and the Borough of Hamburg for Animal Control Services

Resolution #23-253: Resolution Authorizing the Execution of a Shared Services Agreement Between the Township of Vernon and the Township of Montague for Animal Control Services

Resolution #23-254: Resolution Authorizing the Execution of a Shared Services Agreement Between the Township of Vernon and the Borough of Franklin for Animal Control Services

Resolution #23-255: Transfer Resolution – Balance Transfers

Resolution #23-256: Authorizing an Agreement with the County of Sussex, Department of Human Services, Division of Social Services, for Transportation Services for Senior Citizens and People with Disabilities Who Reside in Vernon Township for the Year 2024 in the Amount of \$50,000.00 Per Year

11. INTRODUCTION OF ORDINANCE

Ordinance #23-21: An Ordinance of the Township of Vernon, County of Sussex, State of New Jersey, Adding Chapter 13, “Cannabis Establishment Licensing and Regulation,” to the Township Code, Establishing Local Annual Cannabis Licenses for all Cannabis Establishments to Operate in the Township, Pursuant to the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act

Ordinance #23-23: Bond Ordinance Providing for the Improvement of the Water Supply and Distribution System In and By the Township of Vernon, In the County of Sussex, New Jersey, Appropriating \$2,000,000 Therefor and Authorizing the Issuance of \$1,448,445 Bonds or Notes of the Township for Financing Such Appropriation

Ordinance #23-24: An Ordinance to Amend Chapter No. 148 Animal Control; Dog Licensing of the Revised Ordinances of the Township of Vernon by Amending Article III Animal Control; Dog Licensing, Section 148-26 Regulation of Dogs

12. PUBLIC HEARING/2ND READING OF ORDINANCE

Ordinance #23-20: An Ordinance Amending the Vernon Township Administrative Code Chapter 250, Article II Fees and Escrows Enumerated in Section 250-15 Relating to Animal Control

Ordinance #23-22: An Ordinance Amending, Revising, and Supplementing Chapter 330 Entitled “Land Development” to Clarify Regulations Relative to Permitted Locations for Legal Cannabis Uses Within the Township of Vernon

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

14. MAYOR COMMENTS

15. COUNCIL COMMENTS

16. COUNCIL PRESIDENT COMMENTS

17. ADJOURNMENT

TOWNSHIP OF VERNON

OATH OF ALLEGIANCE AND OFFICE

Chap. 217, P.L. 1971. N.J.S.A. 41:1-1 and 41:1-3

STATE OF NEW JERSEY :

: ss

COUNTY OF SUSSEX :

:

I, **Jessica DeBenedetto**, do solemnly affirm that I will support the Constitution of the United States and the Constitution of the State of New Jersey, and that I will bear true faith and allegiance to the same, and to the Governments established in the United States and in this State, under the Authority of the People.

I do further solemnly affirm that I will faithfully impartially and justly perform all the duties as a **Council Member** of the **Vernon Township Council**, according to the best of my ability, so help me God.

Signature

Sworn and subscribed before me this
27th day of November, 2023

Signature

Print Name



Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	3-01	8,974,877.08	228.00	0.00	8,975,105.08
CAPITAL FUND	C-04	675,119.98	0.00	0.00	675,119.98
ESCROW	E-12	13,820.00	0.00	0.00	13,820.00
GRANT FUND	G-02	63,680.15	0.00	0.00	63,680.15
OTHER TRUST	T-14	6,843.25	0.00	0.00	6,843.25
RECREATION TRUST	T-16	480.00	0.00	0.00	480.00
PAYROLL	T-22	4,092.28	0.00	0.00	4,092.28
Year Total:		11,415.53	0.00	0.00	11,415.53
Total of All Funds:		9,738,912.74	228.00	0.00	9,739,140.74

Range of Checking Accts: First to Last Range of Check Dates: 10/19/23 to 11/21/23
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				
60658	10/31/23	ACMEM005 ACME MARKETS, INC			477	
		23-00089 SC Program Supplies	51.45			
		23-00101 Rec Program Supplies	26.36			
			<u>77.81</u>			
60659	10/31/23	ADVAN055 ADVANTAGE SIGNS & BANNERS			477	
		23-01302 American Flags and Poles	940.00			
60660	10/31/23	AIRGR005 AIRGROUP LLC			477	
		23-00683 SERVICE MAINT ON HVAC SYSTEM	3,662.50			
60661	10/31/23	ALICI005 ALICIA SAAVEDRA FERRANTE, ESQ,			477	
		23-00024 Prosecutor Services 2023	2,375.00			
60662	10/31/23	ALLIE020 ALLIED OIL			477	
		23-00216 Municipal Fuel	9,219.41			
60663	10/31/23	AMAZO005 AMAZON.COM SERVICES LLC			477	
		23-00143 FLEET: VARIOUS FLEET ITEMS	59.94			
		23-01345 2023 Election Supplies	703.85			
			<u>763.79</u>			
60664	10/31/23	ANIMA005 ANIMAL CARE EQUIPMENT & SERVIC			477	
		23-01274 Trucatch Cat Trap	990.89			
		23-01328 Humaniac 5' Dual Release	1,003.05			
			<u>1,993.94</u>			
60665	10/31/23	ARAMS005 Aramsco, Inc. DBA EA Morse			477	
		23-00169 Animal Shelter Supplies	584.05			
60666	10/31/23	ARROW005 ARROW FIRE PROTECTION			477	
		23-00202 B&G - backflow testing	1,054.49			
60667	10/31/23	ATLAN025 ATLANTIC TACTICAL OF NJ INC			477	
		23-00594 New Hire Supplies	2,228.80			
60668	10/31/23	BENSH010 BEN SHAFFER RECREATION, INC			477	
		23-01191 SWING REPAIRS AT MAPLE GRANGE	81.01			
60669	10/31/23	BOBBI005 BOB & BILL'S SERVICE STATION			477	
		23-00147 FLEET: TOWING	275.00			
60670	10/31/23	BRAEN005 BRAEN STONE			477	
		23-00658 HOT ASPHALT	3,598.97			
60671	10/31/23	BRIMA005 BRIMAR & SON PLUMBING & HEATIN			477	
		23-00742 EMERGENCY-WATER LEAK MB	525.00			

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60671		BRIMAR & SON PLUMBING & HEATIN	Continued		
23-01280		EMERGENCY-WATER ISSUES	760.00		
			1,285.00		
60672	10/31/23	CABLE005 CABLEVISION LIGHTPATH NJ, LLC			477
23-01371		Municipal Internet Oct 2023	1,084.00		
60673	10/31/23	CAESA005 CAESARS ATLANTIC CITY			477
23-01276		2023 Conference Hotel	966.00		
60674	10/31/23	CAMPB010 CAMPBELL SUPPLY CO, LLC,			477
23-00135		FLEET: DPW VARIOUS REPAIR PART	313.42		
23-00136		FLEET: VARIOUS VES REPAIRS	212.08		
23-00140		FLEET: VES REPAIRS	7,123.56		
			7,649.06		
60675	10/31/23	CDWGO005 CDW GOVERNMENT INC			477
23-01224		Technology Supplies Admin	167.72		
60676	10/31/23	CHERR005 CHERRY VALLEY TRACTOR SALES, I			477
23-01273		TO PURCH A NEW LANDSCAPE RAKE	13,890.60		
23-01275		PURCHASE NEW PORTABLE AIR COM	24,695.00		
			38,585.60		
60677	10/31/23	CINTA005 CINTAS CORPORATION NO 2			477
23-01372		Municipal AED Maint 2023	388.00		
60678	10/31/23	CLUTC005 DOVER BRAKE & CLUTCH			477
23-00138		FLEET: DPW VARIOUS REPAIRS	1,163.72		
60679	10/31/23	COOLE005 COOLEY GROUP, INC.			477
23-01314		receipt books starting #53001	547.61		
60680	10/31/23	COUNT045 COUNTY OF SUSSEX			477
23-00094		SC Transportation	4,166.67		
60681	10/31/23	CRYST005 CRYSTAL MOUNTAIN SPRINGS			477
23-00063		WATER COOLER SERVICE	282.70		
60682	10/31/23	DEERE005 DEERE & COMPANY			477
23-00950		NEW JOHN DEERE LOADER BACKHOE	54,618.90		
60683	10/31/23	DENHE005 DENHEYER ELECTRIC			477
23-01083		EMERGENCY GENERATOR-PANORAMA	5,140.00		
60684	10/31/23	DO000005 WILLIAM J MARION, D.O.			477
23-00098		DPW CDL 2023 Physicals	450.00		
60685	10/31/23	DRAEG010 DRAEGER, INC			477
23-00053		Alcotest	403.65		

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PO #	Description				Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60686	10/31/23	ELAVO005 ELAVON, INC			477
	23-00177	monthly credit card fee	200.55		
60687	10/31/23	ELIZA005 ELIZABETHTOWN GAS CO			477
	23-01327	Gas Serv. Municipal Facilities	705.05		
60688	10/31/23	ENTER020 ENTERPRISE FLEET MANAGMENT, INC			477
	23-00110	FLEET: MONTHLY LEASE	9,124.78		
	23-00257	FP Explorer Leases	3,655.60		
	23-00464	car lease	528.27		
			<u>13,308.65</u>		
60689	10/31/23	FASTE005 FASTENAL COMPANY			477
	23-00156	FLEET: VARIOUS SHOP SUPPLIES	812.68		
60690	10/31/23	FEDER015 FEDERAL EXPRESS			477
	23-00020	Express Postage	47.29		
60691	10/31/23	FINIS005 FINISH LINE INC			477
	23-01361	SC Kitchen Uniforms	395.00		
60692	10/31/23	FIREF010 FIREFIGHTER ONE LLC			477
	23-00516	TNT	1,975.00		
60693	10/31/23	FUNEX005 FUN EXPRESS			477
	23-01080	Beautification Committee - flags	223.90		
60694	10/31/23	GARDE030 GARDEN STATE LABORATORIES, INC			477
	23-00627	Municipal Water Testing 2023	210.00		
60695	10/31/23	HAROL005 HAROLD E PELLOW AND ASSOC, INC			477
	23-00118	Work Performed	552.00		
60696	10/31/23	HEAVE005 HEAVEN HILL FARM			477
	23-00558	Beautification Comm Supplies - planting/ signs	611.93		
60697	10/31/23	HERAL005 NEW JERSEY HERALD			477
	23-00119	Legal Advertising	8.97		
60698	10/31/23	HHAUT005 H & H AUTO PARTS OF VERNON			477
	23-00114	FLEET: VES VARIOUS PARTS	953.54		
	23-00121	FLEET: DPW VARIOUS PARTS	265.44		
			<u>1,218.98</u>		
60699	10/31/23	HOOVE005 HOOVER TRUCK CENTERS, INC			477
	23-00122	FLEET:FREIGHTLINER/STERLING RE	93.00		
60700	10/31/23	IMMES005 THOMAS IMMESBERGER			477
	23-01316	BOOT REIMBURSEMENT	150.00		
60701	10/31/23	INTEG010 INTEGRATED MICRO SYSTEMS, INC			477
	23-01060	Install Municipal Servers	4,500.00		

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PO #	Description			Contract	
10-001		GENERAL/CENTRAL CHECKING	Continued		
60701		INTEGRATED MICRO SYSTEMS, INC	Continued		
23-01338	IT Services November 2023		2,400.00		
			<u>6,900.00</u>		
60702	10/31/23	JACLY005 JACLYN MCCABE			477
23-01237	mileage reimbursemet		18.47		
60703	10/31/23	JAYSO005 JAYSON RUDERT			477
23-01360	BOOT REIMBURSEMENT		150.00		
60704	10/31/23	JCALD005 J. CALDWELL & ASSOCIATES LLC			477
23-00115	Work Performed		562.50		
23-01234	Planner-Highlands & Redevelpmt		8,857.50		
23-01309	Planner-Highlands Trail Study		2,152.50		
			<u>11,572.50</u>		
60705	10/31/23	JEMEL005 JEM ELECTRIC LLC			477
23-00420	ELECTRIC FOR VETERANS PK PAV		4,655.00		
23-01194	EMERGENCY DPW PLASMA PLUG		130.00		
			<u>4,785.00</u>		
60706	10/31/23	JOHNS020 JOHNNY ON THE SPOT DBA UNITED			477
23-00103	Porta Potty Rentals		1,566.33		
60707	10/31/23	KONIC005 KONICA MINOLTA BUSINESS SOLUTI			477
23-00217	Municipal Copier Leases 2023		90.63		
60708	10/31/23	LANGU005 LANGUAGE LINE SERVICE			477
23-00351	2023/ Language Line		117.30		
60709	10/31/23	LOEFF005 LOEFFEL'S WASTE OIL SERVICE LL			477
23-00057	RECYCLING OIL		694.50		
60710	10/31/23	LUBEN005 LUBENET, LLC			477
23-00172	FLEET: AUTO LUBRICANTS		850.00		
60711	10/31/23	MAINT005 SPORTCARE SYNTHETIC FIELD MAIN			477
23-01171	Crumb Rubber Infill		1,858.00		
60712	10/31/23	MCAFE005 MC AFEE FIRE DEPT.			477
23-01319	Reimburse Monthly Sept. 2023		3,039.00		
60713	10/31/23	MCAFE010 MC AFEE HARDWARE CO., INC.			477
23-00028	B&G - miscellaneous items		186.86		
23-00030	SIGN - miscellaneous items		34.45		
23-00126	FLEET: VARIOUS REPAIR PARTS		11.85		
23-00170	Animal Shelter Supplies		46.60		
			<u>279.76</u>		
60714	10/31/23	MCELW010 McElwee & Quinn LLC			477
23-01106	2023 BAN ROLLOVER PRINTING		1,000.00		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description			Contract	
10-001		GENERAL/CENTRAL CHECKING	Continued		
60715	10/31/23	MCICO005 MCI COMMUNICATIONS SERVICES, I			477
	23-01311	Long Distance Services Sept 23	399.98		
	23-01325	Long Distance Services Sept 23	950.08		
			<u>1,350.06</u>		
60716	10/31/23	MONTA015 MONTAGUE TOOL & SUPPLY			477
	23-00128	FLEET: VARIOUS CHAINSAW PARTS	537.90		
60717	10/31/23	MORRI015 MORRIS ASPHALT CO. INC.			477
	23-01067	OIL & STONE ROADS	96,020.30		
60718	10/31/23	NATIO045 NATIONAL FIRE PROTECTION ASSOC			477
	23-00703	Fire Code Books	415.85		
60719	10/31/23	NISIV005 NISIVOCIA & COMPANY LLP			477
	23-01363	2023 BAN OFFICIAL STATEMENT	6,000.00		
60720	10/31/23	NJSTL005 NJ ST LEAGUE OF MUNICIPALITIES			477
	23-00196	Employment Advertisements	115.00		
60721	10/31/23	OPRAN005 OPRANDY'S FIRE & SAFETY INC			477
	23-00050	Police Oxygen Tank	393.75		
60722	10/31/23	OPTIM005 Optimum			477
	23-01310	DPW & Sr Ctr Cable Services	34.85		
60723	10/31/23	PENTE005 PENTELEDATA LP			477
	23-01370	Municipal Cable Serv Oct 2023	507.80		
60724	10/31/23	PHOEN005 PHOENIX ADVISORS, LLC			477
	23-01362	2023 BAN OFFICIAL STATEMENT	4,555.25		
60725	10/31/23	POSIT005 POSITIVE PROMOTIONS INC			477
	23-01278	Trick or Trail Supplies	1,689.85		
60726	10/31/23	PRIME005 PRIMEPOINT LLC			477
	23-00325	INVOICES	1,068.00		
60727	10/31/23	PRINC010 PRINCETON HYDRO LLC			477
	23-00538	Lake/Watershed Management Plan	41,385.00		
60728	10/31/23	ROUTE005 ROUTE 23 AUTO MALL LLC			477
	23-00133	FLEET:VARIOUS FORD VEHICLE PAR	290.12		
60729	10/31/23	RYANO005 RYAN OLSOMMER			477
	23-01344	BOOT REIMBURSEMENT	150.00		
60730	10/31/23	SSWOR005 S & S WORLDWIDE, INC			477
	23-00258	Rec Program Supplies	14.54		
60731	10/31/23	STAPL010 Staples Contract & Commercial			477
	23-01196	DPW OFFICE SUPPLIES	104.11		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60731		Staples Contract & Commercial	Continued		
	23-01197	DPW OFFICE MINI FRIDGE	260.99		
	23-01198	JANITOR SUPPLIES	1,048.62		
	23-01222	Rec Fall Program Supplies	262.46		
			<u>1,676.18</u>		
60732	10/31/23	SUEZW005 VEOLIA WATER NEW JERSEY, INC.			477
	23-01326	Municipal Water Service Sept23	5,393.73		
60733	10/31/23	SUNSE005 SUNSET PRINTING & ADV.			477
	23-01334	Additional Hats	448.00		
60734	10/31/23	SUSSE095 SUSSEX COUNTY M.U.A.			477
	23-00055	RECYCLING PLASTIC	37.40		
	23-00430	BULKY WASTE DAY CLEANUP	933.80		
	23-01410	4th qtr sewer user fees	648,073.00		
			<u>649,044.20</u>		
60735	10/31/23	SUSSE140 SUSSEX COUNTY TREASURER			477
	23-01330	4th QTR County Purpose Tax	3,954,631.11		
60736	10/31/23	SUSSE145 SUSSEX COUNTY TREASURER			477
	23-01329	4th QTR Library Tax	345,195.74		
60737	10/31/23	SUSSE150 SUSSEX COUNTY TREASURER			477
	23-01331	4th QTR Open Space Tax	14,744.90		
60738	10/31/23	SUSSE170 SUSSEX RURAL ELECTRIC CO-OP			477
	23-01336	Mark Out Fee PS2	370.00		
	23-01369	Munic Facil Electric Serv Sep	607.05		
			<u>977.05</u>		
60739	10/31/23	TEAML005 TEAM LIFE INC			477
	23-01313	Adult Defibrillation Pads	717.00		
60740	10/31/23	TEES0005 ROOSTER TEES			477
	23-01284	2023/Municipal Court	201.10		
60741	10/31/23	TELEP005 WARWICK VALLEY TELEPHONE			477
	23-00052	Police- Live Scan	163.68		
60742	10/31/23	TILCO005 TILCON NEW YORK, INC			477
	23-01308	HKING PATH REPAIR	130.13		
60743	10/31/23	TREES005 TREES PLUS, LLC			477
	23-00535	TREE DISPOSAL	1,500.00		
60744	10/31/23	TREVO005 TREVOR KRUPINSKI			477
	23-01332	Academy Reimbursments	102.00		
60745	10/31/23	TROOP010 BOY SCOUT TROOP 404			477
	23-01071	CLEAN COMMUNITIES	750.00		

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PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60746	10/31/23	TROPI005 TROPICANA CASINO & RESORT			477
		23-00920 NJLOM Annual Conference	384.00		
		23-01323 2023 Conference N Buccieri	384.00		
			<u>768.00</u>		
60747	10/31/23	TURN005 TURN OUT UNIFORMS			477
		23-01249 Stinger LED Flashlights	390.00		
60748	10/31/23	ULINE005 ULINE, INC			477
		23-01317 SAFETY SIGNS	478.38		
60749	10/31/23	USBAN025 U.S. BANK NATIONAL ASSOCIATION			477
		23-01303 Lease Large Map Ricoh Copier	271.42		
60750	10/31/23	VAN00005 O'TOOLE SCRIVO FERNANDEZ WEINE			477
		23-01324 Legal Service Litigat Sept2023	9,102.70		
60751	10/31/23	VERIZ005 VERIZON			477
		23-01312 Phone Service Oct 2023	122.26		
60752	10/31/23	VERIZ035 VERIZON CONNECT FLEET USA LLC			477
		23-00090 GPS SERVICE DPW	724.60		
60753	10/31/23	VERNO120 VERNON TWP BOARD OF EDUCATION			477
		23-00774 CLEAN COMMUNITIES	750.00		
60754	10/31/23	VERNO120 VERNON TWP BOARD OF EDUCATION			477
		23-01154 CLEAN COMMUNITIES	750.00		
60755	10/31/23	VERNO120 VERNON TWP BOARD OF EDUCATION			477
		23-01190 CLEAN COMMUNITIES	750.00		
60756	10/31/23	VERNO120 VERNON TWP BOARD OF EDUCATION			477
		23-01348 Oct Current Expenses & Debt 23	1,836,868.00		
60757	10/31/23	VERNO130 VERNON TWP FIRE DEPARTMENT			477
		23-01301 Reimbursemt August Expenses	4,381.92		
60758	10/31/23	VERNO285 VERNON YOUTH SOCCER INC			477
		23-01296 CLEAN COMMUNITIES	750.00		
60759	10/31/23	WEINE005 WEINER LAW GROUP LLP			477
		23-00116 Work Performed	1,008.00		
60760	10/31/23	WELLS055 WELLS FARGO VENDOR FINANCIAL			477
		23-01307 Municipal Copier Lease	1,274.33		
60761	10/31/23	WHITA005 WHITAKER BROTHERS BUSINESS MAC			477
		23-01299 Shredder Oil-4 Gallon Case	174.64		
60762	10/31/23	WILMI005 Wilmington Trust			477
		23-01351 2023 vernon twp 20a & 20b sink	1,000.00		

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10-001		GENERAL/CENTRAL CHECKING	Continued		
60763	11/06/23	ROUTE005 ROUTE 23 AUTO MALL LLC			478
	23-00133	FLEET:VARIOUS FORD VEHICLE PAR	371.18		
	23-00134	FLEET:VARIOUS VES REPAIR PARTS	58.53		
			<u>429.71</u>		
60764	11/20/23	ACEWA005 ACE WALCO TERMITE & PEST CONTR			480
	23-00220	DPW - pest control services	74.44		
60765	11/20/23	ACMEM005 ACME MARKETS, INC			480
	23-00089	SC Program Supplies	62.71		
60766	11/20/23	ACTIO010 ACTION DATA SERVICES			480
	23-01386	Payroll Invoices	2,817.78		
60767	11/20/23	AIRGA010 AIRGAS			480
	23-00142	FLEET: VARIOUS WELDING SUPPLIE	4.95		
60768	11/20/23	AIRGR005 AIRGROUP LLC			480
	23-00683	SERVICE MAINT ON HVAC SYSTEM	170.47		
60769	11/20/23	ALLIE020 ALLIED OIL			480
	23-00216	Municipal Fuel	12,063.08		
60770	11/20/23	AMAZO005 AMAZON.COM SERVICES LLC			480
	23-00507	Police Supplies	311.29		
	23-00813	Radio Communications Supplies	134.86		
			<u>446.15</u>		
60771	11/20/23	AMYDE005 Amy Dennis			480
	23-01358	partial build refund 23-0885+A	60.00		
60772	11/20/23	ARKEL005 ARKEL MOTORS INC			480
	23-00290	FLEET:REPAIRS INT'L TRUCKS	3,097.42		
60773	11/20/23	ARROW005 ARROW FIRE PROTECTION			480
	23-00202	B&G - backflow testing	369.76		
60774	11/20/23	ASSOC020 Associated Appraisal Group Inc			480
	23-00459	2024 Reassessment Blanket	16,200.00		
60775	11/20/23	ATLAN025 ATLANTIC TACTICAL OF NJ INC			480
	23-01159	Recoil Assembly	896.80		
60776	11/20/23	BRAEN005 BRAEN STONE			480
	23-00658	HOT ASPHALT	2,009.27		
60777	11/20/23	BRIGH010 BRIGHTSPEED			480
	23-01393	Municipal Phone Services	842.95		
60778	11/20/23	BSNSP005 BSN SPORTS, LLC			480
	23-01220	SOCCER NETS & HARDWARE	1,864.96		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60779	11/20/23	CABLE005 CABLEVISION LIGHTPATH NJ, LLC			480
	23-01451	Municipal Internet Nov 2023	1,084.00		
60780	11/20/23	CAMPB010 CAMPBELL SUPPLY CO, LLC,			480
	23-00135	FLEET: DPW VARIOUS REPAIR PART	1,050.50		
	23-00136	FLEET: VARIOUS VES REPAIRS	2,737.14		
			<u>3,787.64</u>		
60781	11/20/23	CANNI005 THE CANNING GROUP LLC			480
	23-00023	QPA Services 2023	1,250.00		
60782	11/20/23	CLIFF005 CLIFFSIDE BODY CORP.			480
	23-01352	EMERGENCY TAILGATE CYLINDER	237.50		
60783	11/20/23	CLUTC005 DOVER BRAKE & CLUTCH			480
	23-00138	FLEET: DPW VARIOUS REPAIRS	1,840.57		
60784	11/20/23	COUNT045 COUNTY OF SUSSEX			480
	23-00094	SC Transportation	4,166.67		
60785	11/20/23	COUNT065 COUNTY OF SUSSEX			480
	23-01446	3rd qtr 2023 health insurance	13,921.58		
60786	11/20/23	CRYST005 CRYSTAL MOUNTAIN SPRINGS			480
	23-00063	WATER COOLER SERVICE	411.40		
60787	11/20/23	CUSTO005 CUSTOM BANDAG INC			480
	23-00154	FLEET: DPW TIRES	3,504.00		
60788	11/20/23	DELLF005 DELL FINANCIAL SERVICES LLC			480
	23-01441	Municipal Computer Lease	8,619.70		
60789	11/20/23	DELTA005 DELTA DENTAL PLAN OF NJ			480
	23-01454	NOVEMBER 2023	14,146.50		
	23-01455	DECEMBER 2023	14,281.35		
			<u>28,427.85</u>		
60790	11/20/23	DIAMO005 DIAMOND SAND & GRAVEL, INC			480
	23-01244	REPAIR STORAGE & LOADING DOCK	1,800.00		
60791	11/20/23	DO000005 WILLIAM J MARION, D.O.			480
	23-00098	DPW CDL 2023 Physicals	150.00		
60792	11/20/23	DOWNT005 MISHELLE DOWNTAIN			480
	23-00100	Rec Program Mileage	20.24		
60793	11/20/23	EAGLE005 EAGLE POINT GUN			480
	23-00527	Police Dept-Ammo	2,132.09		
60794	11/20/23	EDDIE005 EDDIE K'S MECHANICAL SERVICES			480
	23-01039	Emergency Freezer Repair SC	483.00		

Check # PO #	Check Date	Vendor Description	Amount Paid	Reconciled/Void	Ref Num Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60795	11/20/23	ELAV005 ELAVON, INC 23-00177 monthly credit card fee	164.96		480
60796	11/20/23	ELIZA005 ELIZABETHTOWN GAS CO 23-01433 Gas Serv. Municipal Facilities	934.87		480
60797	11/20/23	ENTER020 ENTERPRISE FLEET MANAGMENT, INC 23-00110 FLEET: MONTHLY LEASE 23-00257 FP Explorer Leases 23-01339 GPVAC Enterprise Lease Oct2023	9,184.78 3,655.60 591.94 <u>13,432.32</u>		480
60798	11/20/23	FARMS020 POCHUCK VALLEY FARMS 23-01272 FP Prevention Week	356.05		480
60799	11/20/23	FEDER015 FEDERAL EXPRESS 23-00020 Express Postage	82.51		480
60800	11/20/23	FIREA005 FIRE AND SAFETY SERVICES LTD 22-00579 FIRE DEPT MINI PUMPER 23-00112 FLEET: VARIOUS VES REPAIRS	400,723.55 3,371.34 <u>404,094.89</u>		480
60801	11/20/23	FOUND005 CAMPBELL FOUNDRY 23-01123 Road Resurfacing Project 2023	9,324.00		480
60802	11/20/23	FUNEX005 FUN EXPRESS 23-00419 Rec Program Supplies 23-01080 Beautification Committee - holiday	262.74 318.95 <u>581.69</u>		480
60803	11/20/23	GABRI015 GABRIELLI KENWORTH OF NJ LLC 23-00158 FLEET: DPW VARIOUS REPAIRS	1,650.34		480
60804	11/20/23	GAETA005 GAETA RECYCLING CO., INC 23-00082 CONTAINER SERVICE	1,784.27		480
60805	11/20/23	GALLS005 GALL'S, LLC 23-00870 Rain Jackets 23-00876 Serrated bandage Scissors	268.09 369.87 <u>637.96</u>		480
60806	11/20/23	GARDE030 GARDEN STATE LABORATORIES, INC 23-00627 Municipal Water Testing 2023	100.00		480
60807	11/20/23	GIANA005 MARCY GIANATTASIO 23-01399 Zoom Webinar 10/25/23-11/24/23	59.70		480
60808	11/20/23	HAROL005 HAROLD E PELLOW AND ASSOC, INC 23-01440 Eng Roads, Munic Eng, LDP	8,486.63		480

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60809	11/20/23	HEAVE005 HEAVEN HILL FARM			480
	23-00558	Beautification Comm Supplies	86.16		
60810	11/20/23	HENDE010 HENDERSON PRODUCTS, INC			480
	23-01457	TO OUTFIT TRK #58	26,695.00		
60811	11/20/23	HERAL005 NEW JERSEY HERALD			480
	23-00254	Legal Advertising	203.85		
60812	11/20/23	HHAUT005 H & H AUTO PARTS OF VERNON		11/20/23 VOID	0
60813	11/20/23	HHAUT005 H & H AUTO PARTS OF VERNON			480
	23-00114	FLEET: VES VARIOUS PARTS	1,675.20		
	23-00121	FLEET: DPW VARIOUS PARTS	1,036.77		
	23-00160	FLEET: MUA VARIOUS PARTS	168.05		
			<u>2,880.02</u>		
60814	11/20/23	HHUNT005 HUNTERDON HILLS PLAYHOUSE			480
	23-01408	Deposit SC Trip Beehive	480.00		
60815	11/20/23	HOOVE005 HOOVER TRUCK CENTERS, INC			480
	23-00122	FLEET:FREIGHTLINER/STERLING RE	39.93		
60816	11/20/23	JCALD005 J. CALDWELL & ASSOCIATES LLC			480
	23-01384	Planner Redevelopmt 605/ 17&28	3,505.00		
	23-01458	Planner - Highlands, Redevelop	3,802.50		
			<u>7,307.50</u>		
60817	11/20/23	JCPL0005 JCP&L			480
	23-01383	Electric Muni Facil Sept 2023	4,314.25		
	23-01468	Electric Muni Facil Jun-Oct	19,394.73		
			<u>23,708.98</u>		
60818	11/20/23	JDSAL005 NEXGEN POWER EQUIPMENT INC			480
	23-00162	FLEET: WATER RECYCLER MAINT.	225.00		
60819	11/20/23	JEFFE005 JEFFERSON RECYCLING LL,LLP			480
	23-00591	ASPHALT & CONCRETE DISPOSAL	225.00		
60820	11/20/23	JEMEL005 JEM ELECTRIC LLC			480
	23-01392	EMERGENCY LIGHTING REPAIR PD	475.00		
60821	11/20/23	JENNN005 JENNIFER REYNOLDS			480
	23-01434	Uniform Reimbursment	89.45		
60822	11/20/23	JOHNS020 JOHNNY ON THE SPOT DBA UNITED			480
	23-00103	Porta Potty Rentals	543.25		
60823	11/20/23	KUIKE005 KUIKEN BROTHERS CO., INC.			480
	23-01281	MATERIALS LADIES LOCKER ROOM	1,486.60		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description			Contract	
10-001		GENERAL/CENTRAL CHECKING	Continued		
60824	11/20/23	LAWSO010 LAWSON PRODUCTS			480
	23-00166	FLEET: VARIOUS SHOP SUPPLIES	1,544.18		
60825	11/20/23	LOEFF005 LOEFFEL'S WASTE OIL SERVICE LL			480
	23-00057	RECYCLING OIL	159.75		
	23-01321	USED OIL TANK CLEANING	1,039.00		
			<u>1,198.75</u>		
60826	11/20/23	LOGOM005 LOGO MAT CENTRAL. LLC			480
	23-01100	Retirement Plaques - Police	478.80		
60827	11/20/23	LOWES005 LOWE'S HOME CENTERS INC		11/22/23 VOID	480 (Void Reason: wouldnt accept)
	23-01057	Combination Door Lock	149.00		
	23-01396	Dog Run upgrade	593.00		
			<u>742.00</u>		
60828	11/20/23	MCAFE005 MC AFEE FIRE DEPT.			480
	23-01473	Reimburse Monthly Oct 2023	191.76		
60829	11/20/23	MCAFE010 MC AFEE HARDWARE CO., INC.			480
	23-00028	B&G - miscellaneous items	68.98		
	23-00029	PARKS - miscellaneous items	163.39		
	23-00190	DPW - supplies	3.19		
	23-01395	Beautification Comm Supplies	97.48		
			<u>333.04</u>		
60830	11/20/23	MCICO005 MCI COMMUNICATIONS SERVICES, I			480
	23-01463	Long Distance Services Oct 23	874.38		
60831	11/20/23	MONTA015 MONTAGUE TOOL & SUPPLY			480
	23-00128	FLEET: VARIOUS CHAINSAW PARTS	273.00		
60832	11/20/23	MOTOR010 MOTOROLA SOLUTIONS, INC.			480
	23-01119	DVR Repair	648.00		
60833	11/20/23	MUA00005 VERNON TWP MUA			480
	23-01381	Sewer Fees Municipal Building	3,698.45		
60834	11/20/23	NATIO045 NATIONAL FIRE PROTECTION ASSOC			480
	23-01350	FPB Coloring Books	205.25		
60835	11/20/23	NAVRI005 NAVRIZ DOORS INSTALLATION & RE			480
	23-01247	DOOR REPLACEMENT	1,541.60		
	23-01394	NEW LOCK AT ANIMAL CONTROL	584.56		
			<u>2,126.16</u>		
60836	11/20/23	NORTH015 NORTH EAST PARTS GROUP LLC			480
	23-00130	FLEET:VARIOUS VES REPAIR PARTS	399.80		
	23-00131	FLEET:DPW VARIOUS REPAIR PARTS	644.32		
			<u>1,044.12</u>		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60837	11/20/23	OPTIM005 Optimum			480
		23-00047 Police Cable	9.95		
		23-01432 DPW & Sr Ctr Cable Services	34.85		
			44.80		
60838	11/20/23	OTISE005 OTIS ELEVATOR COMPANY			480
		23-00084 ELEVATOR SERVICE	200.00		
60839	11/20/23	PHOEN005 PHOENIX ADVISORS, LLC			480
		23-01443 Annual Fee	2,200.00		
60840	11/20/23	PITNE010 PITNEY BOWES SUPPLY LINE			480
		23-01391 Postage Machine Lease R#22-225	975.57		
60841	11/20/23	POWER020 POWER PLACE INC.			480
		23-01186 REPLACE FLAIL MOWER HEAD	18,157.50		
60842	11/20/23	PRINC010 PRINCETON HYDRO LLC			480
		23-00538 Lake/Watershed Management Plan	4,702.50		
60843	11/20/23	PUGLI005 NICHOLAS PUGLIESE			480
		23-01436 BOOT REIMBURSEMENT	150.00		
60844	11/20/23	ROUTE005 ROUTE 23 AUTO MALL LLC			480
		23-00133 FLEET:VARIOUS FORD VEHICLE PAR	229.05		
60845	11/20/23	RSPHI005 R.S.PHILLIPS STEEL, LLC			480
		23-00080 SIGN - misc steel fabrication	47.00		
60846	11/20/23	SCHEN010 SCHENCK PRICE SMITH & KING LLP			480
		23-01407 Tax Appeal Legal Sept 2023	4,372.73		
60847	11/20/23	SEMCH005 SCOTT SEMCHESYN			480
		23-01437 BOOT REIMBURSEMENT	150.00		
60848	11/20/23	SHELTO10 SHELTER POINT LIFE INS COMPANY			480
		23-01388 Vol Firefighter Insur/Training	430.06		
60849	11/20/23	STAPL010 Staples Contract & Commercial			480
		23-00219 Admin- Office Supplies 2023	37.12		
		23-01253 SIDEWALK ICE MELT	819.39		
		23-01267 2023/ Municipal Court	364.54		
		23-01304 SAFETY VESTS	159.60		
		23-01367 SC Office Supplies	278.53		
			1,659.18		
60850	11/20/23	STEVE020 STEVEN M. SIEGEL			480
		23-01462 Alt Municipal Prosecutor Serv	800.00		
60851	11/20/23	SUEZW005 VEOLIA WATER NEW JERSEY, INC.			480
		23-01445 Municipal Water Service Oct 23	2,148.53		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60852	11/20/23	SUSSE025 SUSSEX CO BOARD OF ELECTIONS			480
		23-00906 Primary Election Ballots 2023	3,083.99		
60853	11/20/23	SUSSE095 SUSSEX COUNTY M.U.A.			480
		23-00055 RECYCLING PLASTIC	36.20		
		23-00056 RECYCLING GLASS	98.80		
		23-00430 BULKY WASTE DAY CLEANUP	2,179.25		
			<u>2,314.25</u>		
60854	11/20/23	SUSSE170 SUSSEX RURAL ELECTRIC CO-OP			480
		23-01465 Munic Facil Electric Serv Oct	613.05		
60855	11/20/23	SYNTE005 SYN-TECH SYSTEMS, INC			480
		23-01466 Fuel System Software Repair	42.00		
60856	11/20/23	TARA0005 THE ANIMAL RIGHTS ALLIANCE, INC			480
		23-00165 Spay/Neuter	100.00		
60857	11/20/23	TEES0005 ROOSTER TEES			480
		23-01284 2023/Municipal Court	39.22		
60858	11/20/23	TELEP005 WARWICK VALLEY TELEPHONE			480
		23-00051 Police- Digital Radio	78.04		
		23-00052 Police- Live Scan	83.14		
		23-01387 Municipal Phone Service Oct 23	4,235.18		
		23-01435 Phone Serv Police Lines(997)	731.71		
		23-01475 Municipal Phone Service Nov 23	3,695.35		
			<u>8,823.42</u>		
60859	11/20/23	TOTHE005 TO THE MOON AND BACK CUPCAKERY			480
		23-01366 SC Cookie Decorating Class	346.50		
		23-01427 Favors SC Holiday Luncheon	420.00		
			<u>766.50</u>		
60860	11/20/23	TRACT005 TRACTOR SUPPLY COMPANY			480
		23-00163 Animal Shelter Supplies	900.00		
60861	11/20/23	TRACT005 TRACTOR SUPPLY COMPANY			480
		23-00164 Animal Shelter-Food & Med	1,700.00		
60862	11/20/23	TREAS035 TREASURER, STATE OF NEW JERSEY			480
		23-01389 Marriage Applications	1,300.00		
60863	11/20/23	TRIMB005 Trimboli & Prusinowski, LLC			480
		23-00026 Legal Labor Services 2023	715.50		
60864	11/20/23	TROOP005 BOY SCOUT TROOP 283			480
		23-01203 CLEAN COMMUNITIES	750.00		
60865	11/20/23	ULINE005 ULINE, INC			480
		23-01170 Chief's File Cabinet	942.25		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60865		ULINE, INC	Continued		
	23-01342	Work Stool- Animal Control	317.16		
			<u>1,259.41</u>		
60866	11/20/23	UPAND005 UP AND ABOVE CONTRACTORS, LLC			480
	23-01333	BUILDING REPAIRS	8,000.00		
60867	11/20/23	USBAN025 U.S. BANK NATIONAL ASSOCIATION			480
	23-01303	Lease Large Map Ricoh Copier	428.56		
60868	11/20/23	VAN00005 O'TOOLE SCRIVO FERNANDEZ WEINE			480
	23-00025	Township Attorney Retainer	5,000.00		
60869	11/20/23	VERIZ005 VERIZON			480
	23-01442	Phone Service Nov 2023	124.94		
60870	11/20/23	VERIZ010 VERIZON WIRELESS			480
	23-01397	Municipal CellPhone Serv Oct23	827.16		
60871	11/20/23	VERIZ015 VERIZON WIRELESS			480
	23-00048	MDT Airtime	592.15		
60872	11/20/23	VERIZ035 VERIZON CONNECT FLEET USA LLC			480
	23-00090	GPS SERVICE DPW	724.60		
60873	11/20/23	VERNO075 VERNON SENIOR RECREATION			480
	23-00086	SC Program Supplies	117.23		
60874	11/20/23	VERNO120 VERNON TWP BOARD OF EDUCATION			480
	23-01476	Current Expense nov 23	1,821,462.00		
60875	11/20/23	VERNO205 VERNON VALLEY AUTO BODY, INC			480
	23-01164	INS DEDUCTIBLE FIR PREV 490	1,000.00		
	23-01306	MUDFLAP PURSHASE 55 58 59	648.00		
			<u>1,648.00</u>		
60876	11/20/23	VERNO225 VERNON VETERINARY ASSOCIATES,			480
	23-00285	Animal Shelter- Vet Services	487.64		
60877	11/20/23	VICHI005 MARY ELLEN VICHICONTI			480
	23-01429	Beautification Comm Supplies	51.04		
60878	11/20/23	VISIO005 VISION SERVICE PLAN			480
	23-01452	OCTOBER 2023	2,068.57		
	23-01453	NOVEMBER 2023	2,068.57		
			<u>4,137.14</u>		

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

10-001	GENERAL/CENTRAL CHECKING		Continued		
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	219	2	9,721,228.46	742.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	219	2	9,721,228.46	742.00

12-001	PLANNING/ZONING				
4542	10/26/23	HAROL005 HAROLD E PELLOW AND ASSOC, INC			474
	23-01373	october 2023 various lub pymts	1,342.00		
4543	10/26/23	JCALD005 J. CALDWELL & ASSOCIATES LLC			474
	23-01374	october 2023 various lub pymts	3,285.00		
4544	10/26/23	WEINE005 WEINER LAW GROUP LLP			474
	23-01375	october 2023 various lub pymt	1,420.50		
4545	10/26/23	HAROL005 HAROLD E PELLOW AND ASSOC, INC			475
	23-01127	august 2023 lub payments	7,143.50		
4546	11/14/23	WEINE005 WEINER LAW GROUP LLP			479
	23-01456	various lub payments 11/14/23	629.00		

Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	5	0	13,820.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	5	0	13,820.00	0.00

22-001	PAYROLL AGENCY				
4841	10/27/23	AFSCM005 A.F.S.C.M.E., NEW JERSEY COUNC			476
	23-01379	OCTOBER 2023	882.74		
4842	10/27/23	LOCAL005 P.B.A. LOCAL 285			476
	23-01378	OCTOBER 2023	1,400.00		
4843	10/27/23	LOCAL010 U.A.W. LOCAL 2326			476
	23-01377	OCTOBER 2023	691.20		
4844	10/27/23	POLIC005 POLICE AND FIREMAN'S INS. ASSO			476
	23-01376	OCTOBER 2023	98.34		
4845	10/27/23	TRANS015 TRANS WORLD ASSURANCE COMPANY			476
	23-01380	OCTOBER 2023	1,020.00		

Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	5	0	4,092.28	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	5	0	4,092.28	0.00

Check #	Check Date	Vendor	Reconciled/Void Ref Num	
PO #	Description	Amount Paid	Contract	
22-001	PAYROLL AGENCY	Continued		
Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	229	2	9,739,140.74
	Direct Deposit:	0	0	0.00
	Total:	229	2	9,739,140.74

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Taxable Wages	Current	Qtr To Date	Year To Date	
Federal Income	341,196.94	669,473.41	6,721,464.74	
FICA - Social Security	368,887.08			
FICA - Medicare	373,090.64	733,323.34	7,399,194.87	
State Income	394,899.60	777,474.30	7,876,917.31	
State Unemployment	37,648.06	87,667.16	4,436,121.14	
State FLI / DIS	383,068.86	760,197.18	7,767,626.68	
Amount Your Account Will Be Debited:			149,180.24	
	Employer Share	Employee Share	Total	ADS
Federal Taxes				
Federal Income Tax		42,353.03	42,353.03	*
Social Security 6.200% / 6.200%	22,870.92	22,870.92	45,741.84	*
Medicare 1.450% / 1.450%	5,409.84	5,409.84	10,819.68	*
Total Federal Taxes	28,280.76	70,633.79	98,914.55	
NJ State Taxes				
NJ State Income Tax		16,402.66	16,402.66	*
NJ Unemployment / 0.425%		160.12	160.12	*
NJ Family Leave / 0.060%		229.84	229.84	*
Total NJ State Taxes		16,792.62	16,792.62	
Public Employees Retirement System				
PERS Pension		12,888.31	12,888.31	*
PERS Back Deduction		136.56	136.56	*
PERS Pension Loan		3,024.31	3,024.31	*
PERS Pension Arrears		57.20	57.20	*
PERS Contributory Insurance		859.24	859.24	*
Total PERS Pension		16,965.62	16,965.62	
Police And Firemans Retirement System				
P&F Pension		14,031.73	14,031.73	*
P&F Pension Loan		2,475.72	2,475.72	*
Total P&F Pension		16,507.45	16,507.45	
DCRP Contribution				
DCRP Contribution	146.96	199.60	346.56	
Total DCRP Contribution	146.96	199.60	346.56	
Agency / Deductions				
Child Support		353.17	353.17	
Aflac Post Tax		201.22	201.22	
Trans Wo		510.00	510.00	
POL/FIRE		49.17	49.17	
Dues AFSCME D		441.37	441.37	
Dues UAW		345.60	345.60	
Valic 457		4,037.50	4,037.50	
Lincoln 457		600.00	600.00	
Dues PBA		700.00	700.00	
AFLAC Pre Tax		537.36	537.36	
FSA Dependent Care		195.00	195.00	
Medical Pre Tax		20,513.69	20,513.69	
FSA Medical		562.91	562.91	
Total Agency / Deductions		29,046.99	29,046.99	

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	Employer Share	Employee Share	Total	ADS
Net Pay				
Net Checks		11,250.10	11,250.10	
Net Deposits Checking		224,920.14	224,920.14	
Net Deposits Savings		1,788.36	1,788.36	
Partial Checking		5,600.00	5,600.00	
Partial Savings 1		1,750.00	1,750.00	
Partial Savings 2		270.00	270.00	
Total Net Pay		245,578.60	245,578.60	
Grand Totals				
Taxes, Pension, Agency, & Net Pay	28,427.72	395,724.67	424,152.39	
Payroll Funding				
Gross Payroll		395,724.67		
Total Payroll Funding	28,427.72	395,724.67	424,152.39	
Gross Earnings				
Regular		340,413.17	340,413.17	
Overtime		12,776.18	12,776.18	
Retro		120.13-	120.13-	
Rec Sec		150.00	150.00	
Sgnt Pay		149.58	149.58	
Sgnt Overtime		49.92	49.92	
Benefit		1,528.46	1,528.46	
Longevity		4,773.61	4,773.61	
Vernon Overtime		3,198.84	3,198.84	
On Call		350.00	350.00	
Double Time		582.77	582.77	
Dispatch Lunch		527.31	527.31	
Outside		22,366.80	22,366.80	
Det All		4,000.00	4,000.00	
Health Care Stipend		2,549.34	2,549.34	
Stipend		104.17	104.17	
Workers Compensation		2,324.65	2,324.65	
Total Gross Earnings		395,724.67	395,724.67	
Taxable / Non Taxable / Other				
Group Life		1,499.58	1,499.58	
Total Txbl/Non Taxable/Other		1,499.58	1,499.58	
Deductions Summary				
Total Taxes	28,280.76	87,426.41	115,707.17	
Total Pension		33,473.07	33,473.07	
Total DCRP	146.96	199.60	346.56	
Total Agency		29,046.99	29,046.99	
Total Deductions	28,427.72	150,146.07	178,573.79	

Action Data Services
0577 Township of Vernon

Payroll Summary

Run: 05772321 Pay Date: Wednesday 11/15/23 Pay Period: 21 Type: Regular Schedule: 1

	Current	Qtr To Date	Year To Date
Taxable Wages			
Federal Income	335,960.22	1,005,433.63	7,057,424.96
FICA - Social Security	359,370.70		
FICA - Medicare	367,684.39	1,101,007.73	7,766,879.26
State Income	389,464.72	1,166,939.02	8,266,382.03
State Unemployment	32,830.60	120,497.76	4,468,951.74
State FLI / DIS	355,944.01	1,116,141.19	8,123,570.69
Amount Your Account Will Be Debited:			142,896.24

	Employer Share	Employee Share	Total	ADS
Federal Taxes				
Federal Income Tax		38,673.37	38,673.37	*
Social Security 6.200% / 6.200%	22,281.05	22,281.05	44,562.10	*
Medicare 1.450% / 1.450%	5,331.41	5,331.41	10,662.82	*
Total Federal Taxes	27,612.46	66,285.83	93,898.29	
NJ State Taxes				
NJ State Income Tax		15,397.32	15,397.32	*
NJ Unemployment / 0.425%		139.62	139.62	*
NJ Family Leave / 0.060%		213.58	213.58	*
Total NJ State Taxes		15,750.52	15,750.52	
Public Employees Retirement System				
PERS Pension		12,804.80	12,804.80	*
PERS Pension Loan		3,024.31	3,024.31	*
PERS Pension Arrears		57.20	57.20	*
PERS Contributory Insurance		853.67	853.67	*
Total PERS Pension		16,739.98	16,739.98	
Police And Firemans Retirement System				
P&F Pension		14,031.73	14,031.73	*
P&F Pension Loan		2,475.72	2,475.72	*
Total P&F Pension		16,507.45	16,507.45	
DCRP Contribution				
DCRP Contribution	184.17	250.14	434.31	
Total DCRP Contribution	184.17	250.14	434.31	
Agency / Deductions				
Child Support		353.17	353.17	
Aflac Post Tax		201.22	201.22	
Trans Wo		510.00	510.00	
POL/FIRE		49.17	49.17	
Dues AFSCME D		418.14	418.14	
Dues UAW		345.60	345.60	
Valic 457		4,037.50	4,037.50	
Lincoln 457		600.00	600.00	
Dues PBA		700.00	700.00	
AFLAC Pre Tax		537.36	537.36	
FSA Dependent Care		195.00	195.00	
Medical Pre Tax		20,485.06	20,485.06	
FSA Medical		562.91	562.91	
Total Agency / Deductions		28,995.13	28,995.13	

Action Data Services
0577 Township of Vernon

Payroll Summary

Page: 2

Run: 05772321 Pay Date: Wednesday 11/15/23 Pay Period: 21 Type: Regular Schedule: 1

	Employer Share	Employee Share	Total	ADS
Net Pay				
Net Checks		20,845.88	20,845.88	
Net Deposits Checking		214,750.15	214,750.15	
Net Deposits Savings		1,788.36	1,788.36	
Partial Checking		5,600.00	5,600.00	
Partial Savings 1		1,750.00	1,750.00	
Partial Savings 2		270.00	270.00	
Total Net Pay		245,004.39	245,004.39	
Grand Totals				
Taxes, Pension, Agency, & Net Pay	27,796.63	389,533.44	417,330.07	
Payroll Funding				
Gross Payroll		389,533.44		
Total Payroll Funding	27,796.63	389,533.44	417,330.07	
Gross Earnings				
Regular		338,913.35	338,913.35	
Overtime		4,729.58	4,729.58	
Retro		120.13-	120.13-	
Rec Sec		125.00	125.00	
Sgnt Pay		199.44	199.44	
Benefit		1,426.91	1,426.91	
Longevity		4,773.61	4,773.61	
Clothing		1,000.00	1,000.00	
Vernon Overtime		5,092.89	5,092.89	
On Call		525.00	525.00	
Dispatch Lunch		547.09	547.09	
HL Payout		2,206.61	2,206.61	
VC Payout		675.40	675.40	
Volunteer Uniform		14,700.00	14,700.00	
Outside		8,751.12	8,751.12	
Wed Pay		150.00	150.00	
Health Care Stipend		2,415.10	2,415.10	
Stipend		104.17	104.17	
Training Days - Police		1,500.00	1,500.00	
Cell Phone		250.00	250.00	
Workers Compensation		1,568.30	1,568.30	
Total Gross Earnings		389,533.44	389,533.44	
Taxable / Non Taxable / Other				
Group Life		1,499.58	1,499.58	
Total Txbl/Non Taxable/Other		1,499.58	1,499.58	
Deductions Summary				
Total Taxes	27,612.46	82,036.35	109,648.81	
Total Pension		33,247.43	33,247.43	
Total DCRP	184.17	250.14	434.31	
Total Agency		28,995.13	28,995.13	
Total Deductions	27,796.63	144,529.05	172,325.68	

Action Data Services
0577 Township of Vernon

Payroll Summary

Run: 05772322 Pay Date: Friday 11/17/23 Pay Period: 21 Type: Special Schedule: 1

	Current	Qtr To Date	Year To Date	
Taxable Wages				
Federal Income	25,144.69	1,030,578.32	7,082,569.65	
FICA - Social Security	25,144.69			
FICA - Medicare	25,144.69	1,126,152.42	7,792,023.95	
State Income	25,144.69	1,192,083.71	8,291,526.72	
State Unemployment	866.05	121,363.81	4,469,817.79	
State FLI / DIS	25,144.69	1,141,285.88	8,148,715.38	
Amount Your Account Will Be Debited:			5,495.78	
	Employer Share	Employee Share	Total	ADS
Federal Taxes				
Federal Income Tax		1,236.05	1,236.05	*
Social Security 6.200% / 6.200%	1,559.00	1,559.00	3,118.00	*
Medicare 1.450% / 1.450%	364.58	364.58	729.16	*
Total Federal Taxes	1,923.58	3,159.63	5,083.21	
NJ State Taxes				
NJ State Income Tax		393.79	393.79	*
NJ Unemployment / 0.425%		3.68	3.68	*
NJ Family Leave / 0.060%		15.10	15.10	*
Total NJ State Taxes		412.57	412.57	
Net Pay				
Net Checks		1,146.13	1,146.13	
Net Deposits Checking		20,426.36	20,426.36	
Total Net Pay		21,572.49	21,572.49	
Grand Totals				
Taxes, Pension, Agency, & Net Pay	1,923.58	25,144.69	27,068.27	
Payroll Funding				
Gross Payroll		25,144.69		
Total Payroll Funding	1,923.58	25,144.69	27,068.27	
Gross Earnings				
Training Days - Police		25,144.69	25,144.69	
Total Gross Earnings		25,144.69	25,144.69	
Deductions Summary				
Total Taxes	1,923.58	3,572.20	5,495.78	
Total Deductions	1,923.58	3,572.20	5,495.78	

TOWNSHIP OF VERNON

RESOLUTION #23-248

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

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

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

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

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on November 27, 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
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

9

QUALIFIED PRIVATE COMMUNITY SERVICES AGREEMENT

This Qualified Private Community Services Agreement (the "Agreement") is made this 1 day of JANUARY, 2020 by and between the TOWNSHIP OF VERNON, a municipal corporation of the State of New Jersey with offices located at 21 Church Street, P.O. Box 340, Vernon, New Jersey 07462 and, VALLEY VIEW HOMEOWNER'S ASSOCIATION (Community), with offices at Valley View Homeowner's Association, P.O. Box 308, Glenwood, NJ 07418.

WITNESSETH

WHEREAS, N.J.S.A. 40:67-23.2, et seq. requires municipalities to reimburse qualified private communities for certain services or to provide those services to qualified communities in the same fashion as the municipality provides those services on public roads and streets; and

WHEREAS, the development commonly known as Valley View Homeowner's Association is a qualified private community as defined by N.J.S.A. 40:67-23.2; and

WHEREAS, the Township shall reimburse the Association the equivalent cost for providing the following services in the same fashion as the municipality provides these services on public roads and streets (N.J.S.A. 40:67-23.3 (a)) as follows:

1. Removal of snow, ice and other obstructions from the roads and streets;
2. Lighting of the roads and streets, to the extent of payment for the electricity required, but not including installation or maintenance of lamps, standards, wiring or other equipment.

WHEREAS, the Township and the Association desire to enter into an agreement for the reimbursement for the above listed services commencing on January 1, 2020, as agreed by the parties.

NOW THEREFORE, the Township and the Association agree as follows:

1. **Definitions.** For the purposes of this Agreement, the terms set forth below shall be defined as set forth in N.J.S.A. 40:67-23.2:

- (a) "Condominium"
- (b) "Qualified private community"
- (c) "Private street or road"

2. **Statutory Limitation.** The Township and the Association acknowledge that certain statutory limitations have been placed on the provisions of or reimbursement for services, as follows:

(a) The Township is not required to operate any municipality owned or leased vehicles or other equipment, or to provide any of the services enumerated in N.J.S.A. 40:67-23.3(a) on any private street or road in the qualified private community. (N.J.S.A. 40:67-23.3(b)).

(b) Services or reimbursement for same provided by the Township to a qualified private community shall not exceed the level of services provided to residents on the public roads and streets of the Township. (N.J.S.A. 40:67-23.3(a)).

(c) If the qualified private community provides some or all of the enumerated services itself, and is reimbursed for same by the Township, the amount of reimbursement shall not exceed the costs that would be incurred by the Township in providing these services directly. (N.J.S.A. 40:67-23.5(a)).

(d) The amount to be reimbursed to the qualified private community shall be used by the qualified private community to pay for the service which the municipality chooses not to provide, and that amount shall be the actual costs to the qualified community of providing that service, but not exceeding the amount which the Township would have expended on that service if it were provided directly by the Township to the qualified private community.

(e) If a qualified private community dedicates for the public use any road or street within the community which conforms to Township specifications for public roads and streets, the Township shall be required to accept the road or street. (N.J.S.A. 40:67-23.7).

3. **Reimbursement.**

(a) Any reimbursement required to be paid by the Township pursuant to this Agreement shall be made not later than sixty days after submission of a voucher with supporting documentation (i.e. contract copies with contracted staff for snow removal, invoices/bills that reflect amounts due, and canceled drafts evidencing payment). Said documentation shall be submitted no later than February 28th of the year following the year for which reimbursement is sought by the Association.

(b) Pursuant to N.J.S.A. 40:67-23.5(c), the Association shall account to the Township on an annual basis as to the use of the money paid over to it by the Township, and for the refunding to the Township of any payments in excess of the amounts actually expended or contractually committed by the Association to provide for the services covered by this Agreement. The submission of bills and canceled drafts pursuant to Section 3(a) shall constitute such accounting.

4. **Lighting of Streets.** The Township agrees to reimburse the Association for the cost it incurs for electricity to provide street lighting from January 1, 2020 forward. The amount of such reimbursement shall be based on the cost of electricity for the number of street light poles the Association is maintaining in a given year, as determined by a survey the Township shall conduct each September. The parties agree that as of the date of this Agreement the Association was maintaining 0 street light poles, which shall be utilized as the basis for all future reimbursements. The Association shall provide the Township with a statement of costs of electricity to be reimbursed for such street lighting no later than February 28th of the year following the calendar year for which reimbursement is sought. In the event the Association cannot provide electrical bills for the specific street lights indicated herein, the Township and the Association will obtain electrical use estimates from UTILITY COMPANY to approximate actual costs as a basis for reimbursement. The Township is obligated to make reimbursement within 60 days of its receipt of such statement.

5. **Removal of Snow and Ice From Streets.**

(a) The Township agrees to reimburse the Association for the cost the Township would have incurred to remove snow and ice from streets, to salt and sand streets and remove obstructions in streets caused by snow or ice events (excluding removal of sand or grits deposited on streets) from January 1, 2020 forward. The Township agrees to provide salt/sand/grit in accordance with the standard for Township plowing at no charge to the Association. A unique difficulty factor given to each association established via the special engineering report on file with the Township will be applied to each reimbursement accordingly; these numbers will be rounded to the nearest tenth (i.e., if the engineering report was 1.15, the difficulty will be raised to 1.2). The amount of such reimbursement shall be based upon the road area providing access to the residential buildings issued Certificates of occupancy at the end of each quarter of each respective year in accordance with the formula set forth in **Appendix A** attached hereto. Said amounts on **Appendix A** reflect the

applicable rates for the 2019 costs for specified services, however, the reimbursement rate is subject to annual changes in accordance with contractual and other price fluctuations experienced by the Township. The parties agree that the Department of Public Works Director shall determine the mileage that qualifies under the Condominium Reimbursement Act for reimbursement under said formula. Effective the date of this Agreement, the Township agrees that the removal of snow and ice, as well as the salting and sanding of streets should apply to the roads identified in attached **Schedule A**. The Township shall not be responsible for reimbursement of the removal of snow and ice, as well as the salting and sanding of the perpendicular parking areas that run adjacent to the above-mentioned roadways, nor any sidewalks in the association. The Township is also not responsible for the removal of snow and ice, as well as salting of sanding of the roadways in a fashion that exceeds the standards met by the Department of Public Works. The Township is obligated to make reimbursement within 60 days of its receipt of such statement.

(b) This Agreement shall not obligate the Township to perform any repair or maintenance services on any of the private roads and streets in the qualified private road community, unless the roads are dedicated to, and accepted by, the Township in the future.

6. **Insurance**. The Association agrees to provide and to pay the costs of any insurance riders required by the Township to enable the Township vehicles to operate on private roads and streets within the qualified private community. The Association shall be required to share the cost of additional insurance premiums which may be charged to the Township as a result of the Township providing the above-indicated services. (N.J.S.A. 40:67-23.4). The cost of any such insurance riders shall be prorated to the extent practicable among all other qualified private communities within the Township, based on the number of units in each of the communities. The Association shall be responsible for such costs to the extent set forth herein. Accordingly, the Association shall provide the Township with a Certificate of Insurance, naming the Township as an additional insured,

in the following amounts:

- | | | |
|-----|--------------------------------|----------------|
| (a) | Workers' Compensation | \$1,000,000.00 |
| (b) | General Liability | \$1,000,000.00 |
| (c) | Automobile Liability | \$1,000,000.00 |
| (d) | Umbrella Liability | \$1,000,000.00 |
| (e) | Umbrella Liability (preferred) | \$5,000,000.00 |

7. **Termination of Services.**

(a) In the event the Association fails to pay required insurance premiums, if any, or maintain current information with the Township Business Administrator as required by this Agreement or Township Ordinance, the Township shall have the right to suspend the services which are the subject of this Agreement upon thirty (30) days written notice to the Association. Such suspension of services shall continue until such time as the Association meets its obligations. In the event the Association fails to meet any of its obligations for a period of six (6) months following the written notice, the Township shall have the right to permanently suspend all services provided hereunder.

(b) The Association may terminate all services and return to its pre- Agreement status upon thirty (30) days written notice to the Township. If the Association elects to pursue this course of action, the Township must be furnished with, as part of the notice of termination, a copy of the minutes of the duly held Association meeting at which the termination was voted upon and approved by a majority of the Association members. Voluntary termination by the Association in the manner set forth in this subsection shall be binding upon all members of the Association, their heirs, successors and assigns, and shall not at any future date subject the Township to any claim for tax abatement or damages by reason of lack of services contemplated by N.J.S.A. 40:67-23.2.

8. **Notice.** All notices shall be served personally or by certified mail, return receipt requested. The addresses for service of any notices are:

For the Township:

Township Business Administrator
Township of Vernon
21 Church Street
Vernon, New Jersey 07462

For the Association:

Valley View Homeowner's Association
P.O. Box 308
Glenwood, NJ 07418

Any change of address for such notices must be forwarded promptly to the other party.

9. **Entire Agreement.** This document constitutes the entire Agreement between the parties and cannot be modified except by way of written executed amendment to same.

IN WITNESS WHEREOF, the Township and the Association have caused this Agreement to be signed and sealed by their proper corporate officers the day and year first above written.

ATTEST:

TOWNSHIP OF VERNON

Marcy Gianattasio, Township Clerk

By: _____
Howard L. Burrell, Mayor

ATTEST:

VALLEY VIEW HOMEOWNER'S ASSOCIATION

, Secretary

By: _____
, President

(Affix Corporate Seal)

Appendix A
Reimbursement Formula

COST CALCULATION	
Labor: Straight Time	\$19,684.85
Labor: Overtime	\$198,896.49
Benefits	\$28,208.56
Equipment Costs	\$13,194.73
TOTAL COST	\$259,984.63
COST PER MILE (103.7 Township miles)	\$2,507.08
Valley View Association Cost (1.00 Difficult Factor; 0.75 miles of roadway)	\$1,880.31

Schedule A

List of Streets by Names

VERNON VIEW DRIVE

VERNON VIEW DRIVE WEST

Township of Vernon

Resolution #23-249

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE COUNTY OF SUSSEX FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WARNING BEACON SYSTEM

WHEREAS, the Township of Vernon (“Township”) requested that the County of Sussex (“County”) authorize installation of a mid-block crosswalk at +/- mile marker 0.79 on County Route 644 connecting sports fields and parking utilized by the Township on either side of the County Road; and

WHEREAS, in response, the County’s Division of Engineering completed an engineering study that determined that the installation of a mid-block crosswalk at the requested location is warranted to best manage pedestrian crossing generated by the adjacent sports fields and parking near Sussex County Route 644; and

WHEREAS, both the Township and County desire to entered a shared services agreement regarding the installation and maintenance of a pedestrian warning beacon system; 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 County of Sussex regarding the installation and maintenance of a pedestrian warning beacon system along County Route 644.
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 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 Regular Meeting held on November 27, 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
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

**COUNTY OF SUSSEX AND TOWNSHIP OF VERNON
SHARED SERVICES AGREEMENT FOR THE INSTALLATION AND MAINTENANCE
OF A PEDESTRIAN WARNING BEACON SYSTEM ALONG
CR 644 +/- 1,320 FEET WEST OF CHURCH STREET**

This Agreement, entered into as of the _____ day of _____, 2023, 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**”, collectively, the “**Parties**”; and

WHEREAS, the **COUNTY** and **TOWNSHIP** are desirous to work collectively towards the enhancement of pedestrian safety; and

WHEREAS, it is the purpose of this Agreement to provide for the participation of the **TOWNSHIP** and **COUNTY** for the cost of design, installation, maintenance and operation of a Pedestrian Warning Beacon System and associated amenities to enhance the operational safety at the pedestrian crossing of County Route 644, a.k.a. Vernon Crossing Road located +/- 1,320 feet west of Church Street, +/- milepost 0.79; and

WHEREAS, the **COUNTY** and the **TOWNSHIP** have determined that it is in the Parties’ best interest to enter into this Agreement; and

WHEREAS, the Parties have authority to enter into this Agreement under the Uniform Shared Services Act, N.J.S.A. 40A:65-1, et seq.; and

NOW, THEREFORE, in consideration of the covenants contained herein, and pursuant to all applicable Federal, State and Local laws and ordinances, the **COUNTY** and the **TOWNSHIP** agree as follows:

1. 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.
2. Both Parties acknowledge that there are no existing pedestrian facilities at this location. The Parties acknowledge that the **TOWNSHIP** has requested the **COUNTY** install and maintain a mid-block pedestrian crossing at this location. In response the **COUNTY** has completed an Engineering Study

dated October 2023 finding the warrants exist for installation of a new mid-block crossing.

3. The Sussex County Board of County Commissioners, upon recommendation of the County Engineer, has authorized a mid-block crossing be installed at this location.
4. The **TOWNSHIP** has requested the mid-block crossing be enhanced by the installation of beacons. The **COUNTY** is amenable to this enhancement provided the installation is consistent with past practice of joint County-Municipal participation for the installation beacons to enhance the crossing.
5. The **COUNTY** shall purchase all the required materials for the Pedestrian Warning Beacon System, including but not limited to, the foundations, poles, bases, push buttons, signs, and, flashing beacon assemblies.
6. The **TOWNSHIP** shall reimburse the **COUNTY** for the purchase of materials for the Pedestrian Warning Beacon Systems and, if required, ADA Curb Ramps, up to an amount not to exceed \$10,000.00 per location. Payment shall be made within sixty (60) days of the **TOWNSHIP**'s receipt of an invoice.
7. The **COUNTY** shall, at its sole discretion, determine the type of system that will be installed.
8. The **COUNTY** shall, at its own expense but in its sole discretion, provide all engineering design as may be required for the authorization and installation of the Pedestrian Beacon Warning System, crosswalk, traffic signage, and, if required, ADA Curb Ramps.
9. The **COUNTY** shall, at its own expense, but in its sole discretion, complete the construction and installation of the crosswalk markings, traffic signs, ADA Curb Ramps, and Pedestrian Beacon Warning System.
10. The **COUNTY** shall, at its own expense, but in its sole discretion, be responsible for providing for future maintenance and operations of the Pedestrian Beacon Warning Systems and associated CR 644 crosswalk markings and related supplemental traffic signs along CR 644 at this location.
11. The **COUNTY** shall not be responsible to provide for future maintenance and operations of the ADA Curb Ramps or of any adjacent pedestrian facilities which the **TOWNSHIP** may desire to construct in the future within the County's right-of-way adjacent to the associated Pedestrian Beacon Warning Systems.

12. The **COUNTY** shall not be responsible for winter maintenance of the ADA Curb Ramp or adjacent sidewalks.
13. The **TOWNSHIP** shall, at its own expense, but in its sole discretion, be responsible for providing for maintenance and operations of the ADA Curb Ramps and adjacent pedestrian facilities within the county right-of-way associated with the Pedestrian Beacon Warning Systems upon installation by the **COUNTY**.
14. The **TOWNSHIP** shall, at its own expense, but in its sole discretion, be responsible for providing for lighting of the CR 644 crosswalk if determined to be required or desirable by the **TOWNSHIP**.
15. The **TOWNSHIP** shall, at its own expense, provide through the utility company, the electric current necessary to operate the Pedestrian Beacon Warning Systems unless Solar Power is determined by the **COUNTY** to be feasible.
16. The **TOWNSHIP** shall enforce snow and ice removal pursuant to **TOWNSHIP** Code.
17. The **TOWNSHIP** shall provide, at no cost to the **COUNTY**, municipal police to provide work zone safety enhancement as may be requested by the **COUNTY** to facilitate work on the Pedestrian Beacon Warning Systems.
18. The **TOWNSHIP** shall pay all costs for the future relocation or removal and reinstallation of any portion of the Pedestrian Beacon Warning Systems, if the relocation or removal and reinstallation of this equipment is made necessary by changes, such as excavations, reconstruction, widening, corner radius changes, and pedestrian facilities authorized or effectuated by the **TOWNSHIP**.
19. The Parties agree that they shall defend, indemnify, protect, and hold harmless the other party and their agents, servants, and employees from any and all liability and claims for damages or injury of whatever kind or nature caused by or resulting from the sole negligent acts, errors or omissions of the other Party or the other Party's agents, officers, employees or assigns, arising out of or claimed to arise out of the provision of the services set forth in this Agreement.
20. The **TOWNSHIP** and **COUNTY** shall produce any resolutions or ordinances needed to enter into this Agreement.

“END OF TEXT”

IN WITNESS WHEREOF, all Parties have caused this instrument to be signed, attested to and sealed.

ATTEST FIX SEAL: COUNTY OF SUSSEX

Christina Marks, Clerk of the Board
Board of County Commissioners
County of Sussex

Chris Carney
Commissioner Director

Dated

ATTEST FIX SEAL: Township of Vernon

Business Administrator

Mayor

Dated

\\dpw-fs\lep_docs\04 asset\01 road\644\la_a\projects\2023_pedestrian midblock crosswalk\agreement\20231006_agr_644 vemon crossing rd - vemon fields midblock.docx

COUNTY OF SUSSEX

*Clerk of the Board of County Commissioners
Sussex County Administrative Center
One Spring Street
Newton, NJ 07860
Tel: 973-579-0240
Fax: 973-383-1124*



*Christina Marks
Clerk of the Board/Confidential Aide
Email: cmarks@sussex.nj.us
Linda Miller
Confidential Assistant/Clerk Pro Tem
Email: lmiller@sussex.nj.us*

October 12, 2023

Vernon Township
Attention: Tina Kraus, Business Administrator
21 Church Street
Vernon, NJ 07462

ORDINANCE RE: ESTABLISHING A MID-BLOCK CROSSWALK ON
SUSSEX COUNTY ROUTE 644 AT A POINT
APPROXIMATELY 1,320 FEET WEST OF CHURCH
STREET, AT +/- MILE MARKER 0.79 WITHIN THE
TOWNSHIP OF VERNON

Dear Ms. Kraus:

The above-captioned Ordinance was adopted by the Sussex County Board of County Commissioners at its meeting held on October 11, 2023.

Enclosed please find a certified copy of the Ordinance for your files. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christina Marks", written in black ink.

Christina Marks
Clerk of the Board/Confidential Aide
Sussex County
Board of County Commissioners

Encl.



ORDINANCE RE: ESTABLISHING A MID-BLOCK CROSSWALK ON SUSSEX COUNTY ROUTE 644 AT A POINT APPROXIMATELY 1,320 FEET WEST OF CHURCH STREET, AT +/- MILE MARKER 0.79 WITHIN THE TOWNSHIP OF VERNON

WHEREAS, the Township of Vernon, has requested that the County of Sussex authorize installation of a mid-block crosswalk at +/- mile marker 0.79 on County Route 644 (a.k.a. Vernon Crossing Road) connecting sports fields and parking utilized by Vernon Township on either side of the County Road; and

WHEREAS, in response the Division of Engineering completed an accurate Engineering Study, attached hereto and made part hereof, consistent with accepted engineering standards for evaluating the requested mid-block crosswalk; and

WHEREAS, this Engineering Study determined that installation of a mid-block crosswalk at the requested location is warranted to best manage pedestrian crossings generated by the adjacent sports fields and parking in this area of Sussex County Route 644; and

WHEREAS, N.J.S.A. 39:4-8, N.J.S.A. 39:4-197, and N.J.S.A. 39:4-201, authorize the County to regulate special conditions on the public streets, including the passage or stopping of traffic at certain designated points; and

WHEREAS, said location does not impact traffic on a State Highway and as such does not require approval of the Commissioner of Transportation; and

WHEREAS, N.J.S.A. 39:4-198 requires that signs in conformance with the Manual on Uniform Traffic Control Devices be placed in order to give proper notice to the public for any Ordinance or Resolution to be in effect; and

WHEREAS, the Sussex County Engineer finds it in the interest of public safety to establish this mid-block crossing pursuant to N.J.S.A. 39:4-8 and N.J.S.A. 39:4-197, the corresponding Engineer's Certification being attached hereto and made part hereof as Attachment "A".

500-2023

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of the County of Sussex, State of New Jersey, pursuant to N.J.S.A. 39:4-8, N.J.S.A. 39:4-198, N.J.S.A. 39:4-197, and N.J.S.A. 39:4-201, that a mid-block crosswalk shall be established at the following location:

<u>Name of Street</u>	<u>Location</u>
Sussex County Route 644 (A.K.A. Vernon Crossing Road)	Located at +/- Mile Post 0.79 on Sussex County Route 644 at a point approximately 1,320 feet West of the intersection with Church Street in the Township of Vernon.

Said location being also described as follows:

Located along Sussex County Route 644 at a point approximately 1,320 feet West of the intersection with Church Street in the Township of Vernon.


BE IT FURTHER ORDAINED that the Sussex County Division of Engineering under the direction of the County Engineer will install or facilitate the installation of proper pavement markings and signs based upon guidance provided within the Manual on Traffic Control Devices; and

BE IT FURTHER ORDAINED that the crossing herein designated shall become effective immediately upon final passage of this Ordinance and the installation of appropriate crossing controls; and

BE IT FURTHER ORDAINED that the Sussex County Division of Engineering will include the operation, maintenance, and upgrade of these safety amenities within the County Asset Management Program; and

NOTICE OF PENDING ORDINANCE

The Ordinance published herewith was introduced and passed upon first reading at a meeting of the Board of County Commissioners of the County of Sussex held on. It will be further considered for final passage, after public hearing thereon, at a meeting of the said Board of County Commissioners to be held at the Sussex County Administrative Center, One Spring Street, Newton, New Jersey on October 25, 2023 at 6:00 p.m. During the week prior to and including the date of such meeting, copies of the said Ordinance shall be made available at the Office of the Clerk of the Board of County Commissioners in the Sussex County Administrative Center, One Spring Street, Newton, New Jersey to the members of the general public who shall request same. Office hours are Monday – Friday 8:00 AM – 5:00 PM.



Christina Marks, Clerk of the Board
Board of County Commissioners
County of Sussex

ORDINANCE RE: ESTABLISHING A MID-BLOCK CROSSWALK ON SUSSEX COUNTY ROUTE 644 AT A POINT APPROXIMATELY 1,320 FEET WEST OF CHURCH STREET, AT +/- MILE MARKER 0.79 WITHIN THE TOWNSHIP OF VERNON

STATEMENT

The Ordinance published herewith has been finally adopted on and the 20-day period of limitation within which a suit, action or proceeding questioning the validity of such Ordinance can be commenced has begun to run from the date of the first publication of this statement.

Christina Marks, Clerk
Board of County Commissioners

NOTE: The above statement must be completed and published together with the full text of the Ordinance after final adoption.


Attachment A

ORDINANCE RE: ESTABLISHING A MID-BLOCK CROSSWALK ON SUSSEX COUNTY ROUTE 644 AT A POINT APPROXIMATELY 1,320 FEET WEST OF CHURCH STREET, AT +/- MILE MARKER 0.79 WITHIN THE TOWNSHIP OF VERNON

CERTIFICATION BY COUNTY ENGINEER

I hereby certify that the erecting of signs and placement of pavement markings has been approved by the County Engineer after investigation of circumstances, and in the opinion of the County Engineer appears to be in the interest of public safety and expedition of traffic on the public highways. Additionally, all devices shall be installed in accordance with, and to the greatest extent practical, conform with the standards prescribed by the Manual on Uniform Traffic Control Devices for Streets and Highways.

Recommended for Adoption:


OCT 5 2023
William J. Koppelaar, P.E. – County Engineer
License No. GE03989400

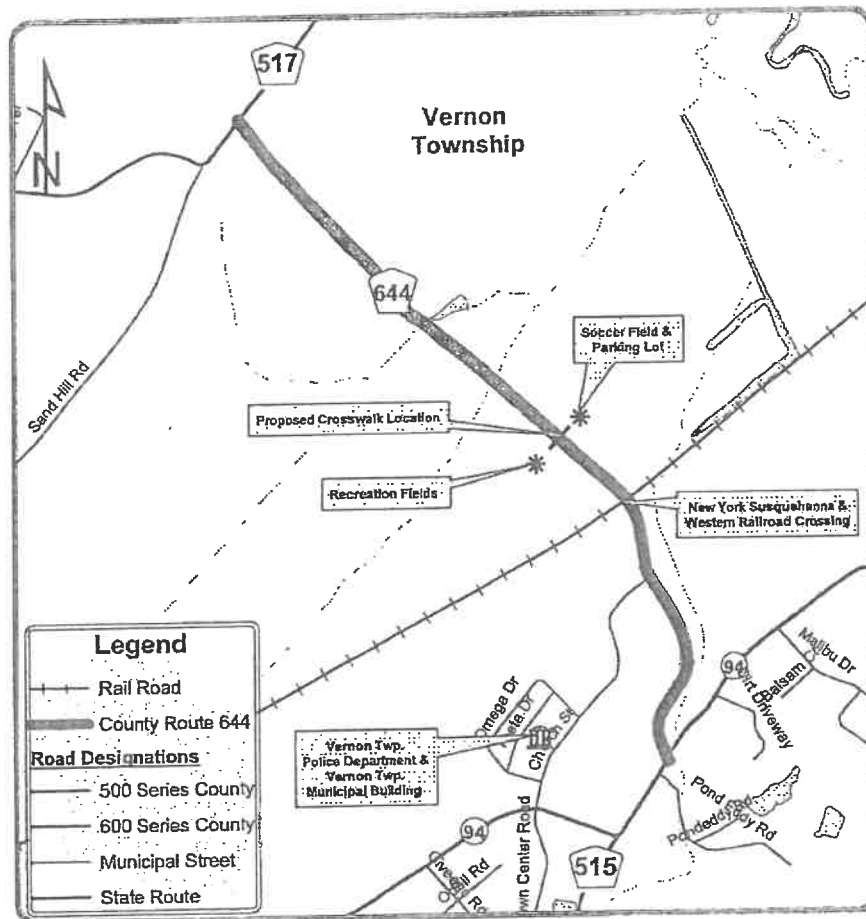
ORDINANCE RE: ESTABLISHING A MID-BLOCK CROSSWALK ON SUSSEX COUNTY ROUTE 644 AT A POINT APPROXIMATELY 1,320 FEET WEST OF CHURCH STREET, AT +/- MILE MARKER 0.79 WITHIN THE TOWNSHIP OF VERNON

Summary: The County of Sussex Department of Engineering and Planning received a request from Vernon Township to install a midblock crosswalk between the sports fields and parking areas utilized by Vernon Township, located on both sides of County Route 644 (a.k.a. Vernon Crossing Road). The Sussex County Department of Engineering & Planning has completed an Engineering Study evaluating the requested mid-block crosswalk at this location. Based upon this review and Study the County Engineer finds the installation of this mid-block crosswalk to be in the interest of public safety. The mid-block crosswalk will be signed and marked in accordance with the MUTCD and County pavement marking details and appropriate traffic signs will be installed.

This Ordinance Provides For:

- Authorizing (memorializing) the location mid-block crosswalk as identified through the aforementioned Engineering Study.
- Out year operation, maintenance, and upgrades of the safety amenities at these crossing locations by the County

Location Map



TOWNSHIPSHIP OF VERNON

RESOLUTION #23-250

Resolution Amending the Payment Terms of Resolution #23-235 Awarding CC# 6-2023 To Municipay in a Fair and Open Award for Online Payment Processing Vendor

WHEREAS, there is a need for an Online Payment Processing Vendor to accomplish the daily service requirements of various departments within the Township of Vernon; and

WHEREAS, the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1et seq.) allows the use of competitive contracts and approved by council resolution; and

WHEREAS, the Township duly advertised for public receipt of competitive contracts providing the required 20 days prior to receipt for CC# 6-2023 in a fair and open manner, consistent with N.J.S.A.19:44A-20.4 et. Seq., and

WHEREAS, the Township of Vernon received competitive contracts for Online Payment Processing Vendor at 11:00am on August 24, 2023; and

WHEREAS, the rating committee has reviewed the submittals and rated according to the direction under competitive contracts as required within N.J.A.C. 5:34-4 et. Seq., and

WHEREAS, Municipay, 10 Dynamic Drive, Scarborough, Maine, 04074, has provided the response most advantageous to the Township of Vernon under the demands of price and other factors found within statute; and

WHEREAS, the process was administered as required by law by the Qualified Purchasing Agent who has concurred with the legality of the purchase in accord with the New Jersey Local Publics Contract Law (N.J.S.A. 40A:11-1 et seq.); and

WHEREAS, the term of contract is allowable for up to five (5) years as authorized under N.J.S.A.40A:11-4.1 et. Seq., and

WHEREAS, on September 11, 2023 the Township Council approved resolution #23-235 awarding CC #6-2023 to Municipay in a Fair and Open Award for Online Payment Processing Vendor; and

WHEREAS, resolution #23-235 needs to be amended to reflect the proper payment term of 2.65%

WHEREAS, the subject to future budget approvals in the yearly budget as approved by the governing body the Chief Financial Officer hereby certifies that funds are available:

<u>Charges to Public</u>	<u>Rate</u>	<u>Rate per Transaction</u>	<u>Rate per Transaction</u>
Transactional			
Visa	2.65%	\$3.00	2.65% Or \$3.00 Minimum
MasterCard	2.65%	\$3.00	2.65% Or \$3.00 Minimum
Discover	2.65%	\$3.00	2.65% Or \$3.00 Minimum
American Express	2.65%	\$3.00	2.65% Or \$3.00 Minimum
Total	2.65%	\$3.00	2.65% Or \$3.00 Minimum

Charges to Township	
One Time Fees	
Setup Fee	\$229.00/ unit

Line Item: 3-01-25-240-20

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Vernon that:

1. The contract for CC#6-2023 Online Payment Processing Vendor is hereby awarded to Municipay, 10 Dynamic Drive, Scarborough, Maine, 04074 for a five (5) year contract.
2. The Mayor is hereby authorized and directed to execute a contract with Municipay, 10 Dynamic Drive, Scarborough, Maine, 04074, as provided for in resolution and payment proposal as found within CC#6-2023.

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 November 27, 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
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Marcy Gianattasio

From: Daniel B Young <dbyoung43@vernonpolice.com>
Sent: Monday, October 23, 2023 4:59 PM
To: Marcy Gianattasio
Cc: scanning@thecanninggroup.org; Donelle Bright; Command Staff; Business Administrator
Subject: Fwd: CC 6-2023 Online Payment Processing
Attachments: Amended Reso of award Municipay 6-2023.doc

Good afternoon, Marcy,

Can you please put this updated award resolution for Municipay on for the next council meeting. The corrected wording is 2.65% or a \$3 minimum; so the resolution that was originally approved needs to be updated to reflect the proper payment terms. Once approved, we can move forward with this payment system to make things much more convenient for our residents when collecting firearms fees in the police department.

Thanks!

Dan

Chief Daniel Young
Vernon Township Police Department

Sent from my Verizon, Samsung Galaxy smartphone
[Get Outlook for Android](#)

TOWNSHIP OF VERNON

RESOLUTION #23-235

**Resolution Awarding CC# 6-2023
To Municipay in a Fair and Open Award
for Online Payment Processing Vendor**

WHEREAS, there is a need for an Online Payment Processing Vendor to accomplish the daily service requirements of various departments within the Township of Vernon; and

WHEREAS, the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4.1 et seq.) allows the use of competitive contracts and approved by council resolution; and

WHEREAS, the Township approved Resolution 23-194 Authorizing the Hiring of an On-Line and In Person Credit Card Payment and Processing Vendor Through the Competitive Contracting Process Concession” on July 10, 2023; and

WHEREAS, the Township duly advertised for public receipt of competitive contracts providing the required 20 days prior to receipt for CC# 6-2023 in a fair and open manner, consistent with N.J.S.A.19:44A-20.4 et. Seq., and

WHEREAS, the Township of Vernon received competitive contracts for Online Payment Processing Vendor at 11:00am on August 24, 2023; and

WHEREAS, the rating committee has reviewed the submittals and rated according to the direction under competitive contracts as required within N.J.A.C. 5:34-4 et. Seq., and

WHEREAS, Municipay, 10 Dynamic Drive, Scarborough, Maine, 04074, has provided the response most advantageous to the Township of Vernon under the demands of price and other factors found within statute; and

WHEREAS, the process was administered as required by law by the Qualified Purchasing Agent who has concurred with the legality of the purchase in accord with the New Jersey Local Publics Contract Law (N.J.S.A. 40A:11-1 et seq.); and

WHEREAS, the term of contract is allowable for up to five (5) years as authorized under N.J.S.A.40A:11-4.1 et. Seq., and

WHEREAS, the subject to future budget approvals in the yearly budget as approved by the governing body the Chief Financial Officer hereby certifies that funds are available:

<u>Charges to Public</u>	<u>Rate</u>	<u>Rate per Transaction</u>	<u>Rate per Transaction</u>
Transactional			
Visa	2.39%	\$3.00	2.39% + \$3.00
MasterCard	2.39%	\$3.00	2.39% + \$3.00
Discover	2.39%	\$3.00	2.39% + \$3.00
American Express	2.39%	\$3.00	2.39% + \$3.00
Total	2.39%	\$3.00	2.39% + \$3.00

Charges to Township	
One Time Fees	
Setup Fee	\$229.00/ unit

Line Item: 3-01-25-240-20

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Vernon that:

1. The contract for CC#6-2023 Online Payment Processing Vendor is hereby awarded to Mucipay, 10 Dynamic Drive, Scarborough, Maine, 04074 for a five (5) year contract.
2. The Mayor is hereby authorized and directed to execute a contract with Mucipay, 10 Dynamic Drive, Scarborough, Maine, 04074, as provided for in resolution and payment proposal as found within CC#6-2023.

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 September 11, 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			X			
Rizzuto, P		X	X			
Sparta, B						X
Tadrick, J	X		X			
Buccieri, N			X			

TOWNSHIP OF VERNON

RESOLUTION #23-251

RESOLUTION IN SUPPORT OF ASSEMBLY BILL NO. 5548 PROHIBITING THE STATE FROM IMPOSING A MILEAGE-BASED USER FEE

WHEREAS, on June 5, 2023, Assemblyman Parker Space introduced Assembly Bill No. 5548; and

WHEREAS, Assembly Bill No. 5548 would prohibit the State from imposing a mileage-based user fee and prohibit the use of State funding for any program, study, or pilot program related to the imposition of mileage-based user fees; and

WHEREAS, mileage-based user fee means “any fee imposed on the owner or operator of a motor vehicle, which fee is calculated based on the number of miles traveled by the motor vehicle during a designated period of time”; and

WHEREAS, the Vernon Township Council recognizes that our residents have some of the longest commuting times and distances in the State and is extremely concerned that an imposition of a mileage-based user fee would have a negative effect on our residents.

NOW, THEREFORE BE IT RESOLVED that the Vernon Township Council supports Assembly Bill No. 5548; and

BE IT FURTHER RESOLVED that the Vernon Township Council opposes the imposition of any mileage-based user fee upon its residents; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be sent to New Jersey Governor Phil Murphy, The State House, P.O. Box 001, Trenton, NJ 08625; Senator Steven V. Oroho, 115 Demarest Road, Sparta, NJ 07871; Assemblyman Hal Wirths, One Wilson Drive, Suite 2B, Sparta, NJ 07871; Assemblyman Parker Space, One Wilson Drive, Suite 2B, Sparta, NJ 07871 and each municipality in the County of Sussex.

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 November 27, 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
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

TOWNSHIP OF VERNON

RESOLUTION #23-252

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

WHEREAS, the Borough of Hamburg 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 Hamburg; 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 Hamburg 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 Hamburg 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 Hamburg.

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 November 27, 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
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						



Borough of Hamburg

16 Wallkill Avenue
Hamburg, New Jersey 07419

Doreen Schott, Clerk
Telephone: (973) 827-9230 ext. 4010
clerk@hamburgnj.org
www.hamburgnj.org

RECEIVED

NOV 13 2023

Township Clerk

November 9, 2023

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

**Re: 2024 Shared Service Agreement Between the Township Vernon and Borough of Hamburg
Animal Control Officer**

Dear Marcy:

Please find two signed original contracts of the Shared Service Agreement for Animal Control Services.
Please send one fully executed copy of the agreement back to me for my records.

Thank you and should you have any questions, please feel free to contact me.

Very truly yours,

Doreen Schott
Municipal Clerk

enclosure

ANIMAL CONTROL SHARED SERVICE AGREEMENT

BETWEEN THE TOWNSHIP OF VERNON AND THE BOROUGH OF HAMBURG

THIS AGREEMENT is entered into this 1st day of January, 2024 by and between:

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

THE BOROUGH OF HAMBURG, 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 Borough of Hamburg is responsible for animal licensing within its jurisdiction. As the provider has no immediate access to animal registration or licensing, the provider will not enforce any local ordinance pertaining to licensing.

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 reports of activity annually or upon request.

D. HLEO (Humane Law Enforcement Officer)

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

E. TNR (Trap Neuter Release) Program

Vernon Animal Control may implement a TNR program within the Borough of Hamburg. 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 the Borough of Hamburg will be assessed \$25.00. Vernon Township shall indicate in its annual reports the number of cats spayed/neutered in the Borough of Hamburg TNR program. The recipient may request a report on the TNR program at any time during the year. Any additional assessed fees will be invoiced to the recipient in the 4th quarter each year. The provider will give written notification when the thirty-five (35) cat threshold is met.

ARTICLE III - COMPENSATION

A. The Recipient shall pay the Provider the annual sum as follows:

2024: (\$13,250)

\$3,312.50 Due by 1/31/2024
\$3,312.50 Due by 4/30/2024
\$3,312.50 Due by 7/31/2024
\$3,312.50 Due by 10/31/2024

2025: (\$13,500)

\$3,375.00 Due by 1/31/2025
\$3,375.00 Due by 4/30/2025
\$3,375.00 Due by 7/31/2025
\$3,375.00 Due by 10/31/2025

2026: (\$13,750)

\$3,437.50 Due by 1/31/2026
\$3,437.50 Due by 4/30/2026
\$3,437.50 Due by 7/31/2026
\$3,437.50 Due by 10/31/2026

B. Upon providing an animal control response in the jurisdiction of the recipient's boundaries where any found, dumped or stray (not TNR) animal is transported to the Vernon Township Shelter, the animal will be held for a period of seven (7) days according to New Jersey Administration Code 8:23A-1.10. During the seven-day hold, any veterinary care rendered to any animal removed from the recipient's boundaries will be the responsibility of the recipient. Any animal removed from the recipients' boundaries as a result of eviction, inhumane conditions or animal cruelty will be evaluated as soon as possible and treatment provided when necessary. Any medical care or treatment within the first twenty-four (24) hours will be the responsibility of the recipient. Any costs incurred will be invoiced to the recipient immediately after any treatment provided. During the seven-day hold, if the animal has not been reclaimed, the animal will become the property of the provider.

C. Animals are often found abandoned, dumped or stray (not TNR). Animals may also be removed as a result of eviction, inhumane conditions or animal cruelty. Under this agreement, the fee for the first twenty (25) domestic animals per year is included; thereafter, each living domestic animal found, recovered or removed from Borough of Hamburg will be assessed \$100.00 per animal. The additional assessment shall not apply to any animals found, removed or recovered as part of the TNR program. The provider will notify the recipient when the twenty-five (25) domestic animal threshold is met. Any additional assessed fees will be invoiced in the 4th quarter of each year.

ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT

A. Duration

The Provider agrees to provide the services named in Article II for thirty-six months (36) from the date of this agreement. Said term of agreement is January 1, 2024 through December 31, 2026. Either party may terminate this agreement with six (6) 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 HAMBURG





Dated: 11-6-2023

Dated: 11-6-2023

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 Hamburg's historical activity, and charges a flat rate accordingly for that year's ACO and pound service. The fee for the twenty-four (24) off-duty call outs per year is included in the base price referenced in this agreement; thereafter, each call out would be assessed an additional \$100.00. Any assessed additional fees for off-duty call outs will be invoiced during the 4th Quarter of each year.

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 #23-253

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 Regular Meeting held on November 27, 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
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						



Township of Montague

277 Clove Road, Montague, New Jersey 07827

Phone: 973-293-7300 Fax: 973-293-7467

Website: www.montaguenj.org E-mail: clerk@montaguenj.org

George Zitone
Mayor

James LeDonne
Deputy Mayor

Richard Innella
Joseph Krumpfer
Fred Merusi
Committeemen

Dana Klinger, RMC/CMR
Municipal Clerk/Administrator

October 27, 2023

Sgt. Ronald Koumaras
Vernon Township Police
21 Church Street
Vernon NJ 07462

Re: Renewal of Shared Services Agreement between the Township of Vernon and the Township of Montague for Animal Control Services.

Sgt. Koumaras,

Please find enclosed, a certified copy of Montague Township Resolution 2023-114 approving the execution of a shared services agreement with the Township of Vernon for Animal Control Services with the Township of Montague for a period of three years.

Also, enclosed are two (2) copies of the shared service agreement. Please, sign and return one copy of the duly executed contract to the Township of Montague and retain one for your records.

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

Best regards,

Dana Klinger, RMC/CMR
Montague Township
Municipal Clerk/Administrator

**MONTAGUE TOWNSHIP
SUSSEX COUNTY, NEW JERSEY**

RESOLUTION 2023-114

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 Montague desires to work with the Township of Vernon 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 three years (January 1, 2024, through December 31, 2026), 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.

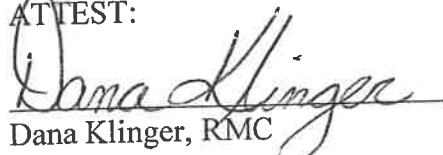
NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Montague, in the County of Sussex, State of New Jersey, hereby accepts the provisions of Animal Control Services from the Township of Vernon, in the County of Sussex, State of New Jersey; and

BE IT FURTHER RESOLVED that the Montague Township Mayor and Montague Township Municipal Clerk are hereby authorized to execute the attached Agreement between the Township of Montague and the Township of Vernon for Animal Control Services; and

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

Adopted: October 24, 2023

ATTEST:

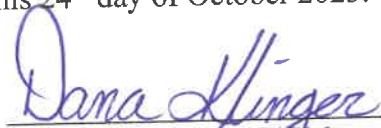

Dana Klinger, RMC
Municipal Clerk


George Zitone, Mayor

RECORD OF COMMITTEE VOTES – Resolution 2023-114				
<u>COMMITTEE MEMBER</u>	<u>AYES</u>	<u>NAYES</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
RICHARD INNELLA	X			
JOSEPH KRUMPFER	X			
JAMES LEDONNE	X			
FRED MERUSI	X			
MAYOR GEORGE ZITONE	X			

CERTIFICATION

I, Dana Klinger, Municipal Clerk of the Township of Montague, County of Sussex, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of resolution 2023-114 duly authorized by the Township Committee on this 24th day of October 2023.



 Dana Klinger, RMC/CMR
 Montague Township Municipal 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, 2024 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 Township of Montague is responsible for animal licensing within its jurisdiction. As the provider has no immediate access to animal registration or licensing, the provider will not enforce any local ordinance pertaining to licensing.

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 a.m. - 4:00 p.m., Saturday 9:00 a.m. - 12:00 p.m.) 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 reports of activity annually or upon request.

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 the Township of Montague will be assessed at \$25.00. Vernon Township shall indicate in its annual reports the number of cats spayed/neutered in the Township of Montague TNR program. The recipient may request a report on the TNR program at any time during the year. Any additional assessed fees will be invoiced to the recipient in the 4th quarter of each year. The provider will give written notification when the thirty-five (35) cat threshold is met.

ARTICLE III - COMPENSATION

A. The Recipient shall pay the Provider the annual sum as follows:

2024: (\$15,850)

\$3,962.50 Due by 1/31/2024

\$3,962.50 Due by 4/30/2024

\$3,962.50 Due by 7/31/2024

\$3,962.50 Due by 10/31/2024

2025: (\$16,100)

\$4,025.00 Due by 1/31/2025

\$4,025.00 Due by 4/30/2025

\$4,025.00 Due by 7/31/2025

\$4,025.00 Due by 10/31/2025

2026: (\$16,350)

\$4087.50 Due by 1/31/2026

\$4087.50 Due by 4/30/2026

\$4087.50 Due by 7/31/2026

\$4087.50 Due by 10/31/2026

B. Upon providing an animal control response in the jurisdiction of the recipient's boundaries where any found, dumped or stray (not TNR) animal is transported to the Vernon Township Shelter, the animal will be held for a period of seven (7) days according to New Jersey Administration Code 8:23A-1.10. During the seven-day hold, any veterinary care rendered to any animal removed from the recipient's boundaries

will be the responsibility of the recipient. Any animal removed from the recipients' boundaries as a result of eviction, inhumane conditions, or animal cruelty will be evaluated as soon as possible, and treatment provided when necessary. Any medical care or treatment within the first twenty-four (24) hours will be the responsibility of the recipient. Any costs incurred will be invoiced to the recipient immediately after any treatment is provided. During the seven-day hold, if the animal has not been reclaimed, the animal will become the property of the provider.

C. Animals are often found abandoned, dumped, or stray (not TNR). Animals may also be removed as a result of eviction, inhumane conditions, or animal cruelty. Under this agreement, the fee for the first twenty (25) domestic animals per year is included; thereafter, each living domestic animal found, recovered, or removed from the Township of Montague will be assessed at \$100.00 per animal. The additional assessment shall not apply to any animals found, removed, or recovered as part of the TNR program. The provider will notify the recipient when the twenty-five (25) domestic animal threshold is met. Any additional assessed fees will be invoiced in the 4th quarter of each year.

ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT

A. Duration

The Provider agrees to provide the services named in Article II for thirty-six months (36) from the date of this agreement. Said term of the agreement is January 1, 2024, through December 31, 2026. Either party may terminate this agreement with six (6) 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 provide 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

Dana Klinger

Deezy Steve

Dated: 10-26-2023

Dated: 10-26-2023

Attachment "A"

Vernon Township maintains staggered hours for our three certified animal control officers during the workday, providing clients with "on duty" service from 9:00 a.m. through 4:00 p.m., Monday through Friday, and Saturdays from 9:00 a.m. -12:00 p.m. Experience shows that animal control calls are prevalent during the 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 callouts 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 twenty-four (24) off-duty callouts per year is included in the base price referenced in this agreement; thereafter, each call-out would be assessed an additional \$100.00. Any assessed additional fees for off-duty callouts will be invoiced during the 4th Quarter of each year.

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 an "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 #23-254

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

WHEREAS, the Borough of Franklin 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 Franklin; 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 Franklin 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 Franklin 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 Franklin.

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 November 27, 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
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						



BOROUGH OF FRANKLIN

46 Main Street
Franklin, NJ 07416
www.franklinborough.org

John M. Sowden IV, Mayor
Darlene J. Tremont, Municipal Clerk
Phone: 973-827-9280
Fax: 973-827-9279

October 25, 2023

RECEIVED

NOV - 1 2023

Township Clerk

Marcy Gianattasio, RMC, CMR
Township of Vernon
21 Church Street
Vernon, NJ 07462

**Re: Shared Service Agreement 2024-2026
Animal Control Services**

Dear Marcy;

Please find enclosed Franklin Borough Resolution #2023-126 and two (2) Animal Control Shared Service Agreements for the period January 1, 2024 through December 31, 2026. The resolution and agreement were approved at the Franklin Borough Mayor and Council meeting held on October 24, 2023. Please return one fully executed agreement to our office.

If you have any questions, please don't hesitate to call me at 973-827-9280 ext. 101.

Respectfully,

Darlene J. Tremont, RMC/CMR
Municipal Clerk

Enclosures

Borough of Franklin, County of Sussex

Resolution #2023-126

AUTHORIZING THE RENEWAL OF A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE BOROUGH OF FRANKLIN FOR ANIMAL CONTROL SERVICES

WHEREAS, the Borough of Franklin (“Borough”) entered into a shared services agreement with the Township of Vernon (“Township”) for Animal Control Services for in 2021 for a 3 year term expiring March 31, 2024; and

WHEREAS, the Township of Vernon requested to change the agreement term period to a full calendar year term if the Borough is interested in renewing the agreement to begin January 1, 2024 through December 31, 2026; and

WHEREAS, the shared service annual increase will be \$250.00 per year beginning January 1, 2024 at the annual cost as follows:

2024: \$13,750.00

2025: \$14,000.00

2026: \$14,250.00

WHEREAS, the Borough of Franklin is satisfied with the animal control services provided by the Township; and

NOW THEREFORE IT BE RESOLVED, by the Mayor and Council of the Borough of Franklin authorizes the renewal of the shared service agreement for Animal Control Services with the Township of Vernon beginning January 1, 2024 through December 31, 2026 in the amount specified above, and execute the same.

CERTIFICATION: I, Darlene J. Tremont, Municipal Clerk of the Borough of Franklin, in the County of Sussex, State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Governing Body of the Borough of Franklin at a regular meeting held on October 24, 2023.



Darlene J. Tremont, Municipal Clerk

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
CONCETTO FORMICA	X			
RACHEL HEATH	X			
JOSEPH LIMON	X			
JOHN POSTAS	X			
STEPHEN SKELLENGER	X			
GILBERT SNYDER	X			
MAYOR SOWDEN (Tie Only)				

ANIMAL CONTROL SHARED SERVICE AGREEMENT

BETWEEN THE TOWNSHIP OF VERNON AND THE BOROUGH OF FRANKLIN

THIS AGREEMENT is entered into this 1st day of January, 2024 by and between:

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

THE BOROUGH OF FRANKLIN, 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 Borough of Franklin is responsible for animal licensing within its jurisdiction. As the provider has no immediate access to animal registration or licensing, the provider will not enforce any local ordinance pertaining to licensing.

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 reports of activity on a quarterly basis.

D. HLEO (Humane Law Enforcement Officer)

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

E. TNR (Trap Neuter Release) Program

Vernon Animal Control may implement a TNR program within the Borough of Franklin. 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 the Borough of Franklin will be assessed \$25.00. Vernon Township shall indicate in its annual reports the number of cats spayed/neutered in the Borough of Franklin TNR program. The recipient may request a report on the TNR program at any time during the year. Any additional assessed fees will be invoiced to the recipient in the 4th quarter each year. The provider will give written notification when the thirty-five (35) cat threshold is met.

ARTICLE III - COMPENSATION

A. The Recipient shall pay the Provider the annual sum as follows:

2024: (\$13,750)

\$3,375.00 Due by 1/31/2024

\$3,375.00 Due by 4/30/2024

\$3,500.00 Due by 7/31/2024

\$3,500.00 Due by 10/31/2024

2025: (\$14,000)

\$3,500.00 Due by 1/31/2025

\$3,500.00 Due by 4/30/2025

\$3,500.00 Due by 7/31/2025

\$3,500.00 Due by 10/31/2025

2026: (\$14,250.00)

\$3,562.50 Due by 1/31/2026

\$3,562.50 Due by 4/30/2026

\$3,562.50 Due by 7/31/2026

\$3,562.50 Due by 10/31/2026

B. Upon providing an animal control response in the jurisdiction of the recipient's boundaries where any found, dumped or stray (not TNR) animal is transported to the Vernon Township Shelter, the animal will be held for a period of seven (7) days according to New Jersey Administration Code 8:23A-1.10. During the seven-day hold, any veterinary care rendered to any animal removed from the recipient's boundaries will be the responsibility of the recipient. Any animal removed from the recipients' boundaries as a result of eviction, inhumane conditions or animal cruelty will be evaluated as soon as possible and treatment provided when necessary. Any medical care or treatment within the first twenty-four (24) hours will be the responsibility of the recipient. Any costs incurred will be invoiced to the recipient immediately after any treatment provided. During the seven-day hold, if the animal has not been reclaimed, the animal will become the property of the provider.

C. Animals are often found abandoned, dumped or stray (not TNR). Animals may also be removed as a result of eviction, inhumane conditions or animal cruelty. Under this agreement, the fee for the first twenty (25) domestic animals per year is included; thereafter, each living domestic animal found, recovered or removed from Borough of Franklin will be assessed \$100.00 per animal. The additional assessment shall not apply to any animals found, removed or recovered as part of the TNR program. The provider will notify the recipient when the twenty-five (25) domestic animal threshold is met. Any additional assessed fees will be invoiced in the 4th quarter of each year.

ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT

A. Duration

The Provider agrees to provide the services named in Article II for thirty-six months (36) from the date of this agreement. Said term of agreement is January 1, 2024 through December 31, 2026. Either party may terminate this agreement with six (6) 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 FRANKLIN

Mariere J. Leonard

J. M. [Signature]

Dated: 10/24/2023

Dated: 10/24/2023

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 Franklin's historical activity, and charges a flat rate accordingly for that year's ACO and pound service. The fee for the twenty four (24) off-duty call outs per year is included in the base price referenced in this agreement; thereafter, each call out would be assessed an additional \$100.00. Any assessed additional fees for off-duty call outs will be invoiced during the 4th Quarter of each year.

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 #23-255

TRANSFER RESOLUTION- BALANCE TRANSFERS

WHEREAS, the Township of Vernon Municipal Budget requires certain modifications to cover potential expenses that may occur in excess of the original budget;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Vernon that the following Transfer of Appropriations (2023 Municipal Budget) in accordance with N.J.S.A 40A-58/59 are hereby approved.

ACCOUNT	TRANSFER OUT	TRANSFER IN
FROM CURRENT FUND:		
ROAD MAINTENANCE – S&W	50,000.00	
TO: CURRENT FUND		
VOLUNTEER EMERGENCY SERVICES – O/E		25,000.00
BUILDINGS & GROUNDS – O/E		25,000.00
TOTAL TRANSFERS	50,000.00	50,000.00

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 November 27, 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
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

TOWNSHIP OF VERNON

RESOLUTION #23-256

**AUTHORIZING AN AGREEMENT WITH THE COUNTY OF SUSSEX,
DEPARTMENT OF HUMAN SERVICES, DIVISION OF SOCIAL SERVICES, FOR
TRANSPORTATION SERVICES FOR SENIOR CITIZENS AND PEOPLE WITH
DISABILITIES WHO RESIDE IN VERNON TOWNSHIP FOR THE YEAR 2024 IN
THE AMOUNT OF \$50,000.00 PER YEAR**

WHEREAS, the County of Sussex (hereinafter the County) operates a coordinated, countrywide transportation system and desires to improve paratransit service coverage to the outlying areas of its geographic boundaries; and

WHEREAS, the Township of Vernon (hereinafter the Township) desires transportation for its senior citizens and people with disabilities as per the service agreement; and

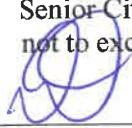
WHEREAS, the term of the agreement will be in effect beginning January 1, 2024 and terminating on December 31, 2024; and

WHEREAS, the cost of these services will not exceed \$50,000.00 per year; and

WHEREAS, the Chief Financial Officer has certified the funds for 2024 subject to the adoption of the 2024 Municipal Budget.

NOW THEREFORE BE IT RESOLVED, the 1st day of January, 2024 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 the County of Sussex for the purpose of Transportation for Senior Citizens and People with Disabilities in accordance with the attached agreement; and
2. The Mayor and Township Clerk are hereby authorized and directed to execute an Agreement with the County of Sussex, State of New Jersey.

Certification of Funds	
Account: 4-01-27-365-34	Senior Citizen Service Contracts/Transportation
Amount:	not to exceed \$50,000.00 per year
CFO Signature _____	
Subject to adoption of the 2024 Municipal Budget	

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 November 27, 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
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

COUNTY OF SUSSEX

*Clerk of the Board of County Commissioners
Sussex County Administrative Center
One Spring Street
Newton, NJ 07860
Tel: 973-579-0240
Fax: 973.383-1124*



*Christina Marks
Clerk of the Board/Confidential Aide
Email: cmarks@sussex.nj.us
Linda Miller
Confidential Assistant/Clerk Pro Tem
Email: lmiller@sussex.nj.us*

November 09, 2023

Township of Vernon
Attention: Municipal Clerk
21 Church Street
Vernon, NJ 07462

RECEIVED

NOV 20 2023

Township Clerk

RESOLUTION RE: AUTHORIZATION FOR THE COUNTY COMMISSIONER DIRECTOR TO EXECUTE A CONTRACT WITH VERNON TOWNSHIP ON BEHALF OF THE COUNTY OF SUSSEX FOR THE PROVISION OF TRANSPORTATION SERVICES TO SENIOR CITIZENS AND INDIVIDUALS WITH DISABILITIES WHO RESIDE IN VERNON TOWNSHIP FOR THE PERIOD COVERING JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 IN THE AMOUNT OF \$50,000.00

Dear Sir/Madam:

The above-captioned Resolution was adopted by the Sussex County Board of County Commissioners at its meeting held on November 08, 2023.

Enclosed please find a certified copy of the Resolution for your files. Please execute the Agreements and return one originally signed copy to this office. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Christina Marks
Clerk of the Board/Confidential Aide
Sussex County
Board of County Commissioners

Encl.



RESOLUTION RE: AUTHORIZATION FOR THE COUNTY COMMISSIONER DIRECTOR TO EXECUTE A CONTRACT WITH VERNON TOWNSHIP ON BEHALF OF THE COUNTY OF SUSSEX FOR THE PROVISION OF TRANSPORTATION SERVICES TO SENIOR CITIZENS AND INDIVIDUALS WITH DISABILITIES WHO RESIDE IN VERNON TOWNSHIP FOR THE PERIOD COVERING JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 IN THE AMOUNT OF \$50,000.00

WHEREAS, the Township of Vernon has made certain funds available for the provision of transportation for senior citizens and individuals with disabilities who reside in Vernon Township; and


WHEREAS, the Township of Vernon has allocated \$50,000.00 in 2024 to the County; and

WHEREAS, the County provides transportation services through the Sussex County Office of Transit/Skylands Ride.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Sussex:

1. That the County Commissioner Director and Clerk of the Board, and their authorized designee(s), are authorized to execute a Contract and any other required documents pertaining thereto on behalf of the County of Sussex with the Township of Vernon for 2024 in the amount of \$50,000.00 for the provision of transportation services to residents of Vernon Township.
2. That the Board agrees to comply with all applicable Federal, State and local laws, rules and regulations in the provision of said service.
3. That certified copies of this Resolution, together with two signed Contracts be forwarded to Municipal Clerk, Township of Vernon, 21 Church Street, Vernon, NJ 07462.

Certified as a true copy of the Resolution adopted by the Board on the 8th day of November, 2023.


Christina Marks, Clerk of the Board
Board of County Commissioners
County of Sussex, New Jersey

RECORD OF VOTE						
COMMISSIONER	AYE	NAY	ABST	ABS	MOVE	SEC
Carney	✓					
Fantasia	✓				✓	
Hayden	✓					
Space	✓					✓
Yardley	✓					

ABST - Abstain

ABS –
Absent

MOVE – Moved

SEC – Seconded

**Resolution Summary
Authorizing Grant Application**

RESOLUTION RE: AUTHORIZATION FOR THE COUNTY COMMISSIONER DIRECTOR TO EXECUTE A CONTRACT WITH VERNON TOWNSHIP ON BEHALF OF THE COUNTY OF SUSSEX FOR THE PROVISION OF TRANSPORTATION SERVICES TO SENIOR CITIZENS AND INDIVIDUALS WITH DISABILITIES WHO RESIDE IN VERNON TOWNSHIP FOR THE PERIOD COVERING JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 IN THE AMOUNT OF \$50,000.00

State/Federal (or other) Grantor Agency:

Township of Vernon

County agency originating grant application:

Division of Community and Youth Services/Office of Transit

Description of purpose of grant funds: This is a one year Agreement between the Township of Vernon and the County of Sussex for transportation services for senior citizens and individuals with disabilities living in Vernon Township. This Agreement pays for 3,125 rides annually at \$16.00 per one-way trip for Vernon seniors and individuals with disabilities. The Agreement will be from January 1, 2024 through December 31, 2024.

These grant funds are necessary to provide on-going transportation services for residents of Vernon Township. If this Agreement is not approved, it will limit Skylands Ride's ability to maintain necessary transportation services for senior citizens and people with disabilities in Vernon Township.

Amount of grant funds sought:

\$50,000.00 Annually

County budget match:

There is no match required by the County of Sussex.

% of funds used for salaries/benefits:

Reimbursement of Transit costs in general.

**Will additional staff need to be hired?
If so, describe specific duties**

No

Is this initial funding or has funding been received in the past?

Past funding has been received as this is an ongoing service for Vernon Township residents.

**If funding has been received in prior years:
List amount of funding received and County match in last 3 years**

In the last three years, \$50,000.00 has been received annually. There is no match required from the County of Sussex.

What are the reporting requirements?

Frequency of reports:

Approx. time necessary to complete reports:

Staff person responsible for reporting:

There are no reporting requirements.

County of Sussex
Department of Health and Human Services
Division of Community and Youth Services
Service Agreement

WHEREAS, the County of Sussex (hereinafter the County) operates a coordinated, countywide transportation system and desires to improve paratransit service coverage to the outlying areas of its geographic boundaries; and

WHEREAS, the Township of Vernon (hereinafter the Township) is desirous of securing transportation for its senior citizens and individuals with disabilities.

NOW, THEREFORE, in the consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree to the following provisions:

1. This Agreement shall be in effect beginning January 1, 2024 and terminating on December 31, 2024.
2. This Agreement replaces all prior Agreements regarding paratransit services between the parties.
3. The Township agrees to provide funds in the amount not to exceed \$50,000.00 for 2024. The County will provide rides to the Township at a rate of \$16.00 per passenger trip (one, one-way trip) during 2024. Payment represents a portion of the costs associated with this service. The balance is subsidized by grant funds received by the County.

If the grant funding is reduced or eliminated or there is a change in the scope of the service, the services and price per trip will have to be modified to reflect the reduction in income or the Township share can increase in order to maintain the level of service. The options must be exercised in writing 90 days prior to the termination of any contract period.

The County will invoice the Township monthly for services provided. A service report listing the trips provided for the month will be attached to the invoice. The trip listing will include the name and address of the passenger. The names and addresses of the passengers will be provided after the County informs the passengers that this information is being released to the Township.

Payments shall be made monthly. The payments set forth represent the Township's Maintenance of Effort (MOE) certification under the New Jersey Senior Citizen and Disabled Resident Transportation Assistance Program (SCDRTAP).

4. The cost of out of county trips for medical appointments shall be borne by the County. The overtime costs associated with special event trips, both in and out of county, shall be borne by the Township. The Township Manager or designee must pre-approve all overtime charges.
5. The Township will be billed \$16.00 for no-shows if a customer has three no-shows within 90 days (failure to board the vehicle after it has arrived). All customers are notified by the County after their second no-show in 90 days.

The Township will be billed \$16.00 for cancellations if the customer has six cancellations in one month (failure to notify the County one day in advance of the cancellation). All customers are notified by the County after their fifth cancellation in one month.

Whenever any customer is sent either a no-show or cancellation notice by the County, the Township will also be notified by email.

Weather-related cancellations do not count toward the total number of cancellations.

6. The County is responsible for all costs associated with the provision of this service, including but not limited to, drivers, vehicles, administration, insurance, maintenance, fuel, and radio communications, through grant funds.
7. The County will develop all routing and scheduling based upon information supplied by the Township. Any revisions to the service delivery system (established under the predecessor Agreement) will be arranged in writing by the Township Manager or designated representative and the County Director of Community and Youth Services or designated representative. The County will explore new marketing tools with the Township in an effort to improve program awareness.
8. The intent of this Agreement is to provide transportation to eligible Township residents Monday through Friday. All trip requests from Township residents will be honored provided that proper scheduling procedures (i.e. calls are received by cut-off time) are followed. The service will operate over an 8 to 10 hour day, depending on the trip request load and pattern. No service will be provided on County holidays. Additionally, the County reserves the right to cancel service due to inclement weather. Cancellations will be broadcast on radio stations WNNJ and WSUS.

9. The scope of services outlined below will serve as a suggested guide of trip purposes:

Local Errand Transportation (in county)

Nutrition sites
Shopping
Medical appointments
Banking
Community services

Out of County (non-emergency medical appointments)

Doctors, hospitals, clinics including Morris County (as far as the Dover and Morristown area) on Monday, Wednesday and Friday for appointments between 10 am and 12:30 pm.

10. The full range of paratransit services will be available to the eligible residents of the jurisdiction as described in the Sussex County Skylands Ride brochures attached hereto and made a part of this Agreement. These services may be provided on a shuttle basis.
11. The Skylands Ride Program Coordinator and Supervisors can deny service to any person who is, in the opinion of Skylands Ride staff, disruptive and/or a danger to themselves and/or others or property. The Township will be notified of all such service denials for disruptive behavior in writing. Similarly, the County agrees to advise the Township in writing of any incidents involving Township clients.
12. This Agreement may be canceled by either party by providing ninety (90) days written notice.

In witness whereof, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2023.

For the Township of Vernon:

Attest:

Name: _____

Title: Clerk

By:

Name: _____

Title: Mayor

Date: _____

For the County of Sussex:

Attest:

Christina Marks

Name: Christina Marks

Title: Clerk

By:



Name: Chris Carney

Title: Commissioner Director

Date: 11/8/23

TOWNSHIP OF VERNON
ORDINANCE #23-21

AN ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY ADDING CHAPTER 13, "CANNABIS ESTABLISHMENT LICENSING AND REGULATION," TO THE TOWNSHIP CODE, ESTABLISHING LOCAL ANNUAL CANNABIS LICENSES FOR ALL CANNABIS ESTABLISHMENTS TO OPERATE IN THE TOWNSHIP, PURSUANT TO THE NEW JERSEY CANNABIS REGULATORY, ENFORCEMENT ASSISTANCE, AND MARKETPLACE MODERNIZATION ACT

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

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

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

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

WHEREAS, sections 31a-c of the Act, N.J.S.A. 24:61-45a-c, authorizes municipalities to adopt ordinances and regulations prohibiting outright and/or limiting the number of any class of licensed "cannabis establishment" (defined in section 33 of the Act, N.J.S.A. 24:61-33, as "a cannabis cultivator,

a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer"), cannabis distributor and cannabis delivery service allowed to operate within its municipal boundaries; and the location, manner and times of operation of such cannabis establishment, cannabis distributor and cannabis delivery service, except that the transportation and time of operations for cannabis delivery services, shall only be subject to the regulation by the Cannabis Regulatory Commission (the "Commission" or "CRC"); and

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

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

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

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

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

SECTION 1.

§ 13-1 Purpose and Application.

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

2. To regulate the local licensing and operation of licensed Cannabis Establishments, each as defined in N.J.S.A. 24:61-33 of the Act, to protect against the unlawful operation, sale, and use of cannabis and marijuana.
 3. To establish certain conditions and limitations on the number of cannabis licenses authorized to be issued within the municipal boundaries of the Township through the local licensing process.
 4. To establish local regulations on the time, location and manner of licensed Cannabis Establishments and activities in accordance with State law.
 5. To establish limitations on the number and types of Cannabis Establishment licenses and cannabis marketplace activities.
- b. Applicability. The provisions herein shall apply to all licensees, persons, organizations and businesses operating and/or seeking to operate within the Township as any class of licensed Cannabis Establishment pursuant to the Act.

c.

§ 13-2 Definitions.

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

§ 13-3 Prohibitions on Cannabis Consumption Areas.

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

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

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

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

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

§ 13-5 Municipal Licensure Requirements.

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

State and local laws and regulations. Failure of any licensee to comply with such applicable laws shall be grounds for revocation and/or nonrenewal of the local annual cannabis license by the Township Administration.

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

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

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

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

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

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

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

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

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

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

5. Plans prepared by a duly licensed architect, engineer, or planner which shall depict the layout and design for the proposed location of the Licensed Cannabis Entity within the Township.
 - (a) The required plans shall depict the proposed security measures for the location. The plans shall be deemed confidential consistent with state law.
 - (b) The Applicant shall also provide either a lease agreement or agreement of sale for the property where the Applicant intends to operate the Licensed Cannabis Entity. The lease agreement or agreement of sale may be contingent upon the Applicant's ability to successfully: (i) obtain a Local License; and (ii) if applicable, obtain approval from the Vernon Township Planning Board and/or the Vernon Township Land Use Board.
6. Acknowledgment and agreement authorizing the Vernon Police Department to perform background checks and/or investigations regarding any individuals disclosed pursuant to subsection (b)(1) of this provision and any employees of the Applicant.
- e. The Office of Police Chief for the Vernon Police Department or the Chiefs designee, the Mayor or Mayor's designee, the Business Administrator, and the Council President, who may seek additional review from the Township Attorney, Engineer and/or Planner, shall evaluate any and all applicants and issue a notification of award after consideration and evaluation of the following criteria:
 1. **Qualifications and Experience**

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

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

Summary of the applicant's environmental impact and sustainability plan; whether

the applicant entity or its parent company has any recognitions from or registrations with federal or New Jersey state environmental regulators for innovation in sustainability; and whether the applicant entity or its parent company holds any certification under international standards demonstrating the applicant has an effective environmental management system or has a designated sustainability officer to conduct internal audits to assess the effective implementation of an environmental management system.

4. New Jersey Minority-Owned

Applicant's demonstrated commitment to diversity in its ownership composition and hiring practices and whether the applicant entity or its parent company holds any certifications as a NJ minority-owned, women-owned, or veteran-owned business.

- f. Notwithstanding the foregoing competitive application process, a notification of award and conditional municipal license shall allow the recipient applicant to pursue a State permit or license in the appropriate classification for up to 12 months, which may be extended in the Township Committee's discretion for an additional 6 months for good cause. No license to operate shall be issued until the applicant has received a State permit and satisfied other prerequisites of municipal licensure. If the recipient of a notice of award and conditional license has not received a State permit or license within 12 months from issuance, unless extended for good cause, the Municipal Clerk shall issue a new request for applications and evaluate all applicants for licensure under the above criteria.

§ 13-7 Additional Requirements,

- a. Cannabis Establishments shall meet all of the requirements for licensure pursuant to the Act, the regulations of the Commission and all other applicable State and local laws.
- b. Cannabis Establishments shall at all times hold a valid current license or permit issued by the State of New Jersey, along with a local annual cannabis license issued by the Township to undertake cannabis activities at the permitted property. Both the Township and State-issued licenses are valid only for the location identified on the licenses and until the expiration date printed on the license. Both the Township- and State-issued licenses shall be prominently displayed inside the permitted Cannabis Establishment in a location where they can be easily viewed by State and local law enforcement and administrative authorities.
- c. Cannabis Establishments shall be conducted solely within the confines of the licensed location of the licensed premises on the permitted property. No Cannabis Establishment shall be permitted to operate from a movable, mobile or transitory location, except for the permitted transportation of cannabis products to and from the facility pursuant to State law by a licensed Class 6 Delivery Service.

- d. Cannabis Establishments shall comply with the Act, the regulations of the Commission, and the Township Code, including without limitation the Zoning Code, the Building Code, and the Housing and Property Maintenance Code, at all times.
- e. With the exception of loading activities incidental to the operation of the Cannabis Establishment, all operations shall occur indoors, within the enclosed licensed building, except as otherwise authorized for licensed Class 6 Delivery Services only.
- f. All Cannabis Establishments shall at all times adhere to the safety and security standards and plan established and approved by the Commission, including the requirements for the maintenance of a security system that meets State law requirements. In addition, all Cannabis Establishments shall also comply with the below provisions. The Vernon Township Chief of Police shall make the determination as to whether Cannabis Establishments are in compliance with the following provisions:
 - 1. Cannabis Establishments shall have security systems in place, along with a continuous recording system that records for a minimum 30-day archive. This system shall be shared with the Vernon Township Police Department via web browser providing direct access to real-time and archived video.
 - 2. Cannabis Establishments shall provide the Vernon Township Police Department with the name and telephone number of one staff person to notify during operating hours, and the name and cellphone number of at least two staff persons to notify after operating hours regarding suspicious activity.
 - 3. Outside areas of the premises shall be well-illuminated for safety and security, but not in a way that is counter to Township Code requirements for outdoor lighting and screening, or in a way that is obtrusive to pedestrians, drivers or other users of the public right-of-way.
 - 4. All cannabis in whatever form stored at the permitted premises shall be kept in a secure manner and shall not be visible from outside the permitted premises, nor shall it be processed, exchanged, displayed or dispensed outside the confines of the licensed structure of the premises. No cannabis products shall be visible from a public sidewalk, public street or right-of-way, or any other public place.
 - 5. Cannabis Establishments shall properly dispose of all materials and other substances in a safe and sanitary manner in accordance with local and State laws, including the rules and regulations of the Commission.
 - 6. Cannabis Establishments shall be equipped with ventilation systems sufficient in type and capacity to eliminate cannabis odors emanating from the interior to the exterior of the premises discernible by the ordinary senses. The ventilation system shall be inspected and approved by the Township Construction Official.
 - 7. The hours of operation for all Cannabis Establishments shall be limited to 9:00 a.m. to

10:00 p.m. Eastern Standard Time.

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

§ 13-8 Local Cannabis Transfer and User Taxes.

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

cannabis should become legal in the Township.

8. A total of 15% of the funds received from the user taxes in this section will be designated for training and equipment for the Vernon Township Police Officers, Drug Recognition Experts and associated costs, and substance abuse programs.
9. A total of 10% of the funds received from the user taxes in this section will be designated to the Municipal Planning and Zoning Department for administration and enforcement purposes.

b. Remittance of Cannabis Taxes; Delinquencies.

1. All transfer and user taxes collected by any Cannabis Establishment pursuant to this Chapter shall be remitted to the Township's Chief Financial Officer on a monthly basis.
2. Delinquent taxes. If the transfer tax or user tax is not paid when due, the unpaid balance, and any interest accruing thereon, shall be a lien on the parcel of real property comprising the Cannabis Establishment's premises.
3. The lien shall be superior and paramount to the interest in the parcel of any owner, lessee, tenant, mortgagee, or other person, except the lien of municipal taxes, and shall be on a parity with and deemed equal to the municipal lien on the parcel for unpaid property taxes due and owing in the same year.
4. The Township shall file in the office of its Tax Collector a statement showing the amount and due date of the unpaid balance of cannabis taxes and identifying the lot and block number of the parcel of real property that comprises the delinquent Cannabis Establishment's premises. The lien shall be enforced as a municipal lien in the same manner as all other municipal liens are enforced.
5. Failure of the Cannabis Establishment to make full payment of the user and transfer taxes hereinabove imposed shall be grounds for the immediate revocation and/or termination of any local annual cannabis license and/or any local annual cannabis license shall not be renewed unless until all outstanding user and transfer taxes are paid in full. All user and transfer taxes shall also be paid should the licensee make application to the Vernon Township Planning Board and/or the Vernon Township Land Use Board.

§ 13-9 Corporate Designee Contact.

All Cannabis Establishments operating within the Township shall be required to designate a corporate representative of the business who shall be available 24 hours daily to serve as the primary person of contact for the business, and shall have full authority to make decisions on behalf of the business in the event of an emergency. The Cannabis Establishment shall provide the up-to-date direct telephone and email contact information for the corporate representative to the Township Police Department and the Township

Administrator and shall assure that such contact information remains current at all times. At a minimum, the corporate representative shall be responsible to respond to the Township in the event of a report of criminal activity, adverse odor event, or any suspected violation of applicable State and/or local laws.

§ 13-10 Civil Fines and Penalties.

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

SECTION 2.

SEVERABILITY AND REPEALER

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

SECTION 3.

NOTICE

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

SECTION 4.

EFFECTIVE DATE

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

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 October 12, 2023, and the same came up for final passage and was adopted at the Meeting of the Township Council held on November 27, 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: October 12, 2023

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

ADOPTED:

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



TOWNSHIP OF VERNON
21 CHURCH STREET
VERNON, NJ 07462
973-764-4055 X2279

MEMORANDUM

October 26, 2023

TO: Township Council
FROM: Kimberley Decker, LUB Administrator
SUBJECT: Review of Ordinance #23-21

Dear Township Council:

The Vernon Township Land Use Board held a public meeting hearing on the referral of Ordinance #23-21 on October 25, 2023 pursuant to N.J.S.A. 40:55D-64 of the Municipal Land Use Law, which requires referral of all land use ordinances to the municipal planning board for review and comment. The Land Use Board Reviewed Ordinance #23-21 pursuant to N.J.S.A. 40:55D-26 of the Municipal Land Use Law, which requires the Land Use Board to transmit a report to the Governing Body within 35 days of a referral of an ordinance for review. The Board's report shall include a review of the proposed development regulation for consistency with the municipal master plan along with any recommendations the Board may have respective to the ordinance. The Board's review and findings are as follows:

1. The Land Use Board did not do a review for Consistency with the Township Master Plan as this Ordinance is not a Land Use Ordinance. The Board, however, did review the ordinance and had comments regarding the total number of licenses that could be granted in the Township.
2. The Land Use Board recommends that Ordinance #23-21 be amended to state with specificity the number of Local Cannabis Licenses available for each Class Type of Cannabis Establishment in Vernon Township, the current version, which limits Local Cannabis Licenses for each Class Type of Cannabis Establishment based on their Respective Zoning District, is

not recommended because it could result in a high number of total cannabis licenses being granted in the Township.

Thank you,
Kim



To: Vernon Township Land Use Board
From: Jessica Caldwell Dykstra, PP, AICP
Alison Kopsco, PP, AICP
Board Planners
Subject: Review of Ord. #23-21
Date: October 20, 2023
cc: Kim Decker, Land Use Administrator
Glenn Kienz, Esq., Board Attorney
Cory Stoner, P.E., Board Engineer

The Vernon Township Council has forwarded proposed Ordinance #23-21 to the Land Use Board for your review and comment. Ordinance #23-21 was introduced by the Township of Vernon Council on October 12, 2023 and has been transmitted to the Planning Board for review and comment. The public hearing on the ordinance is proposed for November 27, 2023.

The ordinance creates an annual Township licensing process and fee for all cannabis classes. Licenses will be limited to two licenses per zone per class. Though not under the Township's Land Development Ordinance, the Board can comment on the ordinance.

The ordinance proposes to add Chapter 13 entitled, "Cannabis Establishment Licensing and Regulation." This chapter would include a maximum number of cannabis facility licenses available for issuance by the Township. Specifically, there would be a maximum of two (2) Class 1 Cultivators, two (2) Class 2 Manufacturers, two (2) Class 3 Wholesalers, two (2) Class 4 Distributors, two (2) Class 5 Retailers, and two (2) Class 6 Deliveries. As the proposed ordinance reads, this limit is applied to each zone. For example, cannabis retailers are currently permitted in the C-1, C-2, C-3, CR, LI, and TC Zones. At a maximum of two (2) licenses per zone, up to 12 cannabis retailers would be permitted in the Township.

The New Jersey Cannabis Regulatory Commission (CRC) prioritizes certain businesses, including minority- or woman-owned businesses, disabled veteran-owned businesses, or microbusinesses. Additionally, the Cannabis Regulatory Enforcement Assistance and Marketplace Modernization Act (CREAMM) specifically states that the CRC shall, "...issue a sufficient number of Class 5 Retailer licenses to meet the market demands of the State, giving regard to geographical and population distribution throughout the State."¹ Given these considerations, it is unlikely that every license possible will be granted to businesses in the Township.

¹ Cannabis Regulatory Enforcement Assistance and Marketplace Modernization Act (CREAMM), p. 51.



Township of Vernon Land Use Board
Ord. #23-21 Review
October 20, 2023

In addition to the maximum number of facilities, the ordinance requires that a licensee must receive site plan and associated approvals within six (6) months of receiving a Township license, otherwise the license is revoked. Finally, the ordinance proposes an application and renewal fee of \$10,000 for all classes.

The information provided above can be considered by the Board in its review of proposed Ordinance #23-21. I am available to discuss any additional comments or concerns.

TOWNSHIP OF VERNON

ORDINANCE #23-23

BOND ORDINANCE PROVIDING FOR THE IMPROVEMENT OF THE WATER SUPPLY AND DISTRIBUTION SYSTEM IN AND BY THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY, APPROPRIATING \$2,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,448,445 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING SUCH APPROPRIATION.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

Section 1. The improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by The Township of Vernon, in the County of Sussex, New Jersey. For the said improvement or purpose stated in said Section 3, there is hereby appropriated the sum of \$2,000,000, said sum being inclusive of all appropriations heretofore made therefor and including the sum of \$551,555 as the down payment for said improvement or purpose required by law and now available therefor from funds received by the Township from the American Rescue Plan Act grant.

Section 2. For the financing of said improvement or purpose, including for the purpose of applicable United States Treasury regulations the reimbursement of expenditures heretofore or hereafter made therefor, and to meet the part of said \$2,000,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$1,448,445 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in a principal amount not

exceeding \$1,448,445 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. (a) The improvement hereby authorized and purpose for the financing of which said obligations are to be issued is the improvement of the water supply and distribution system in and by the Township by the extension and expansion thereof at the Town Center, including all pipes, water mains, structures, facilities, site work, equipment, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Township Clerk and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said purpose is \$1,448,445.

(c) The estimated cost of said purpose is \$2,000,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the amount of the said \$551,555 down payment for said purpose.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

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

(b) The period of usefulness of said purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is forty (40) years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Township Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$1,448,445, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$500,000 for interest on said obligations, costs of issuing said obligations and other items of expense listed in and permitted under section 40A:2-20 of said Local Bond Law may be included as part of the cost of said improvement and is included in the foregoing estimate thereof.

Section 5. The funds from time to time received by the Township on account of the grant referred to in Section 1 of this bond ordinance shall be used for financing the improvement or purpose described in Section 3 of this bond ordinance by application thereof either to direct payment of the costs of said improvement or purpose, or to payment or reduction of the authorization of the obligations of the Township authorized by this bond ordinance. Any such funds so received may, and all such funds so received which are not required for direct payment of such costs shall, be held and applied by the Township as funds applicable only to the payment of obligations of the Township authorized by this bond ordinance.

Section 6. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer, the acting chief financial officer or the treasurer of the Township (the "Chief Financial Officer") provided that no note shall mature later

than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale at not less than par and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Township at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 7. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable property within the Township for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 8. The capital budget or temporary capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the

Director, Division of Local Government Services, are on file with the Township Clerk and are available for public inspection.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by said Local Bond Law.

TOWNSHIP OF VERNON

ORDINANCE #23-24

AN ORDINANCE TO AMEND CHAPTER NO. 148 ANIMAL CONTROL; DOG LICENSING OF THE REVISED ORDINANCES OF THE TOWNSHIP OF VERNON BY AMENDING ARTICLE III ANIMAL CONTROL; DOG LICENSING, SECTION 148-26 REGULATION OF DOGS.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Township of Vernon, County of Sussex, and State of New Jersey, that Chapter 148 is amended and supplemented as follows:

SECTION 1

§ 148-26. Regulation of Dogs.

G. Vernon Township shall require a Kennel, Pet Shop or pound license to be issued for any property within Vernon Township in which ten (10) or more dogs are maintained, kept, or live. This section shall not, however, be applicable to a litter of puppies maintained in or upon any such property within six calendar months of birth. Any owner or occupant of such property not licensed with Vernon Township as a Kennel, Pet Shop or Pound wherein ten (10) or more dogs are kept shall be deemed to have violated this section. Violators of this subsection shall be subject to a mandatory minimum penalty of \$100.00 per day, per dog exceeding the ten (10) dog or more threshold. The maximum penalty set forth in Chapter 1, Article II, § 1-19, Violations and penalties.

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.

TOWNSHIP OF VERNON

ORDINANCE #23-20

**AN ORDINANCE AMENDING THE VERNON TOWNSHIP ADMINISTRATIVE CODE
CHAPTER 250, ARTICLE II FEES AND ESCROWS ENUMERATED IN SECTION 250-
15 RELATING TO ANIMAL CONTROL**

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

1. Section 250-15 of the Township Code, Township of Vernon, County of Sussex shall be amended to read as follows:

E. Dog and Cat Adoption

2) Cat Adoption

- (a) Kittens under one year **\$85**
- (b) Cats one year to six years: **\$75**
- (c) Cats over six years: **\$30**

2. This Ordinance shall take effect after adoption by the Township Council and in accordance with 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 October 12, 2023, and the same came up for final passage and was adopted at the Meeting of the Township Council held on November 27, 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: October 12, 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, P.						
Rizzuto, P.						
Sparta, B.						
Tadrick, J.						
Buccieri, N.						

TOWNSHIP OF VERNON

ORDINANCE #23-22

AN ORDINANCE AMENDING, REVISING, AND SUPPLEMENTING CHAPTER 330 ENTITLED “LAND DEVELOPMENT” TO CLARIFY REGULATIONS RELATIVE TO PERMITTED LOCATIONS FOR LEGAL CANNABIS USES WITHIN THE TOWNSHIP OF VERNON

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

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

WHEREAS, the Act establishes six (6) marketplace classes of licensed businesses, including:

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

WHEREAS, section 31a of the Act authorizes municipalities, by ordinance, to adopt regulations governing the number of cannabis establishments (defined in section 3 of the Act as “a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer”), cannabis distributors, or cannabis delivery services allowed to operate within their boundaries, as well as the location manner and times operation of such establishments, distributors or delivery services, and establishing civil penalties for the violation of any such regulations; and

WHEREAS, the Township Council of the Township of Vernon has previously adopted Ordinances 21-25, 21-16 and 22-11 to permit and regulate legal cannabis within the Township, which it now seeks to repeal and replace in order to create more cohesive and clear standards for legal cannabis uses; and

WHEREAS, the Township Council of the Township of Vernon finds after having reviewed the various zoning districts within the municipality and reviewing the restrictions of those locations within the Highlands Preservation Area, generally, zones which permit commercial and industrial uses are suitable locations as conditional uses for the Class 1, 2, 3, and 4 designated marketplaces as set forth above and below and Class 5 and 6 marketplaces should be permitted as a conditional use in commercial and retail zones, as set forth above and below;

NOW, THEREFORE BE IT ORDAINED, by the Township Council of the Township of Vernon, County of Sussex, and State of New Jersey as follows: Section 330 of the Township Land Development Ordinance shall be amended, revised, and supplemented as follows:

SECTION 1.

Ordinances 21-16, 21-25 and 22-11 are repealed in their entirety and replaced with the following sections.

SECTION 2.

Schedule A: Permitted, Conditional and Accessory Uses and Structures (Section 330-160) Township of Vernon

- Legend:
P=Permitted Use
A= Permitted Accessory Use
C= Conditional Use

R-2 Cultivation Removed

Uses	R-1	R-2	R-3	SR	PLC	C-1	C-2	C-3	CR	AET	LI	C	MTC	P	PLLC	TC	MVMU
Cannabis																	C
Cannabis cultivator										C	C						C
Cannabis distributor											C						C
Cannabis manufacturer											C						C
Cannabis wholesaler											C						C
Cannabis delivery						C	C	C			C					C	C
Cannabis retailer						C	C	C			C					C	C
Cannabis medical dispensary						C	C	C			C					C	C

SECTION 3.

Section 330-5 “Language and Definitions” shall be amended, revised, and supplemented as follows:

Cannabis

All parts of the plant *Cannabis sativa* L., whether growing or no, the seeds thereof, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds, except those containing resin extracted from the plant, which are cultivated and, when applicable, manufactured in accordance with P.L. 2016, c. 16 for use in cannabis products as set forth in the Act, but shall not include the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other product. “Cannabis” does not include: medical cannabis dispensed to registered qualifying patients pursuant to the “Jake Honig Compassionate Use Medical Cannabis Act,” P.L. 2009, c. 307 (C. 24:6I-1 et al.) and P.L. 2015, c. 158 (C. 18A:40-12.22 et al.); marijuana as defined in N.J.S. 2C:35-2 and applied to any offense set forth in Chapters 35, 35A, and 36 of Title 2C of the New Jersey Statutes, or P.L. 2001, c. 114 (C. 2C:35B-1 et seq.), or marijuana, as defined in Section 2 of P.L. 1970, c. 226 (C. 24:21-2) and applied to any offense set forth in the “New Jersey Controlled Dangerous Substances Act,” P.L. 1970, c. 226 (C. 24:21-1 et. al.); or, hemp or a hemp product cultivated, handled, processed, transported, or sold pursuant to the New Jersey Hemp Farming Act,” P.L. 2019, c. 238 (C. 4:28-6 et. al.).

Cannabis Cultivator

Any licensed business or entity that grows, cultivates, or produces cannabis in this State, and sells, and may transport, this cannabis to other cannabis cultivators, or usable cannabis to cannabis manufacturers, cannabis wholesalers, or cannabis retailers, but not to consumers. This person or entity shall hold a Class 1 Cannabis Cultivator License.

Cannabis Delivery

Any licensed business or entity involved in providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchased items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer. This person or entity shall hold a Class 6 Cannabis Delivery License.

Cannabis Distributor

Any licensed business or entity involved in transporting cannabis plants in bulk from on licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another. This person or entity shall hold a Class 4 Cannabis Distributor License.

Cannabis Establishment

A cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, a cannabis retailer, or a cannabis distributor.

Cannabis Medical Dispensary

See Cannabis Retailer.

Cannabis Manufacturer

Any licensed business or entity that processes cannabis items in this State by purchasing or otherwise obtaining usable cannabis, manufacturing, preparing and packaging cannabis items, and selling, and optionally transporting, these items to other cannabis manufacturers, cannabis wholesalers, or cannabis retailers, but not to consumers. This person or entity shall hold a Class 2 Cannabis Manufacturer License.

Cannabis Retailer

Any licensed business or entity that is involved in the sale of cannabis items and related supplies are sold to consumers. This person or entity shall hold a Class 5 Cannabis Retailer License. See also Cannabis Medical Dispensary.

Cannabis Wholesaler

Any licensed business or entity that is involved in obtaining and selling cannabis items for later resale by other licensees. This person or entity shall hold a Class 3 Cannabis Wholesaler License.

License

A license issued under relevant State law including a license that is designated as either:

- A. Class 1 Cannabis Cultivator License
- B. Class 2 Cannabis Manufacturer License
- C. Class 3 Cannabis Wholesaler License
- D. Class 4 Cannabis Distributor License
- E. Class 5 Cannabis Retailer License
- F. Class 6 Cannabis Delivery License

The term includes a conditional license for a designated class, except when the context of the provisions of relevant State law otherwise intend to only apply for a license and not a conditional license.

Manufacture

The drying, processing, compounding, or conversion of usable cannabis into cannabis products or cannabis resins. “Manufacture” does not include packaging or labeling.

Wholesale Trade

Shall mean establishments or places of business primarily engaged in selling merchandise to other businesses, including retailers, industrial, commercial, institutional, or professional business users, other wholesalers, or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies.

SECTION 4.

Section 330-189 “Conditional Uses” shall be amended, revised, and supplemented as follows:

(30) – Cannabis Retailer. Cannabis Retailers shall meet the following conditions and standards when permitted as a conditional use:

- (a) **Eligible locations.** Facilities for cannabis retailers shall be no less than 1,000 feet from any school, public park, public ball field, child-care center, or the Vernon PAL facility. Distances shall be measured door to door as one would travel as a pedestrian.
- (b) **Location.** Cannabis retailers shall be separate and distinct from growing operations.
- (c) **Highlands Preservation Area.** Any cannabis retailer proposed in the Highlands Preservation Area must obtain a Highlands Exemption or Highlands Exception prior to submission to the Land Use Board.
- (d) **Buildings.** All cannabis retailers shall be enclosed in heated/air-conditioned permanent buildings, not trailers, outdoors, movable kiosks, etc.
- (e) **Signage.** Signs shall not promote consumption of any cannabis products.

- (f) Site plan approval is required. Site plan approval shall require submission of a safety and security plan and emergency services access plan to the Land Use Board for review.
- (g) License requirements. Cannabis retailers shall obtain a Township Cannabis License prior to application before the Land Use Board.
- (h) Accessibility. Any cannabis retailer shall only have one primary public access point, which shall be directly adjacent to the right-of-way or parking area of the building. Access should not be through common entrances with other uses.
- (i) Hours of operation for cannabis retailers shall be limited to 9:00 a.m. to 10:00 p.m.
- (j) Interior security. Cannabis retailers' interiors shall provide a secure location for storage of products with minimum products in any customer service area.
- (k) Exterior loitering and security. People shall not be permitted to congregate outside of a cannabis retailer, loiter or wait in line to access the cannabis retailer. The facility shall have a plan in place if interior capacity is exceeded, i.e., numbers are given and customers wait in their vehicles until called.
- (l) Product consumption: No products shall be permitted to be consumed on-site.
- (m) State license. The facility must have a valid license to operate from the State of New Jersey.
- (n) Any cannabis facility is subject to compliance with all state laws, regulations and guidelines with respect to cannabis licenses issued by the State of NJ.

(31) – Cannabis Delivery. Cannabis Delivery services shall meet the following conditions and standards when permitted as a conditional use:

- (a) Eligible locations. Facilities for cannabis retailers shall be no less than 1,000 feet from any school, public park, public ball field, child-care center, or the Vernon PAL facility. Distances shall be measured door to door as one would travel as a pedestrian.
- (b) Location. Cannabis retailers shall be separate and distinct from growing operations.
- (c) Highlands Preservation Area. Any cannabis delivery use proposed in the Highlands Preservation Area must obtain a Highlands Exemption or Highlands Exception prior to submission to the Land Use Board.
- (d) Buildings. All cannabis facilities shall be enclosed in heated/air-conditioned permanent buildings, not trailers, outdoors, movable kiosks, etc.
- (e) Signage. Signs not promote consumption of any cannabis products.
- (f) Site plan approval is required. Site plan approval shall require submission of a safety and security plan and emergency services access plan to the Land Use Board for review.
- (g) License requirements. Cannabis facilities shall obtain a Township Cannabis License prior to application before the Land Use Board.
- (h) Hours of operation for cannabis delivery services shall be limited to 9:00 a.m. to 10:00 p.m.
- (i) Interior security. Cannabis facility interiors shall provide a secure location for storage of products with minimum products in any customer service area.
- (j) Product consumption: No cannabis products shall be permitted to be consumed on-site.

- (k) State license. The cannabis facility must have a valid license to operate from the State of New Jersey.
- (l) Any cannabis facility is subject to compliance with all state laws, regulations and guidelines with respect to cannabis licenses issued by the State of NJ.

(32) – Cannabis Cultivator, Manufacturer, Wholesaler or Distributor. Cannabis Cultivator, Manufacturer, Wholesaler, or Distributor shall meet the following conditions and standards when permitted as a conditional use:

- (a) Location: Cannabis Cultivator facilities shall be the only facilities permitted in the AET shall be on lots with a minimum of six (6) acres.
- (b) Highlands Preservation Area. Cannabis facilities proposed in the Highlands Preservation Area must obtain a Highlands Exemption or Highlands Exception prior to submission to the Land Use Board.
- (c) Buildings: All cannabis facilities shall be enclosed in heated/air-conditioned permanent buildings, not hoop houses, greenhouses or other temporary structures.
- (d) Signage: Signs shall be limited to location identification/name of business. Signage shall not promote consumption of any cannabis products.
- (e) Site plan approval is required. Site plan approval shall require submission of a safety and security plan and emergency services access plan to the Land Use Board for review.
- (f) Odor Control: The facility shall provide an air treatment system with sufficient odor absorbing ventilation and exhaust systems such that and odor generated inside the facility is not detectable by a person of reasonable sensitivity at the property line of the subject property. Odor from the facility shall be monitored on an annual basis at the discretion of the Township by a licensed, qualified contractor chosen by the Township.
- (g) Buffering. Cultivator facilities located in the AET Zone must maintain a 100-foot buffer from property lines.
- (h) Lighting. Cultivator facilities located in the AET Zone shall limit lighting to the minimum necessary for safety requirements in parking areas and walkways to have a maximum 1.0 footcandle. Lighting shall be downward facing and not exceed 0.1 footcandle at the property line.
- (i) License requirements. Cannabis facilities shall obtain a Township Cannabis License prior to application before the Land Use Board.
- (j) State license. The facility must have a valid license to operate from the State of New Jersey.
- (k) Any cannabis facility is subject to compliance with all state laws, regulations and guidelines with respect to cannabis licenses issued by the State of NJ.

SECTION 4.

SEVERABILITY AND REPEALER

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

SECTION 5.

NOTICE

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

SECTION 6.

EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption and publication in accordance with 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 October 12, 2023, and the same came up for final passage and was adopted at the Meeting of the Township Council held on November 27, 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: October 12, 2023

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

ADOPTED:

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



TOWNSHIP OF VERNON
21 CHURCH STREET
VERNON, NJ 07462

MEMORANDUM

October 26, 2023

TO: Township Council
FROM: Kimberley Decker, LUB Administrator
SUBJECT: Review of Ordinance #23-22

Dear Township Council:

The Vernon Township Land Use Board held a public meeting hearing on the referral of Ordinance #23-22 on October 25, 2023 pursuant to N.J.S.A. 40:55D-64 of the Municipal Land Use Law, which requires referral of all land use ordinances to the municipal planning board for review and comment. The Land Use Board Reviewed Ordinance #23-22 pursuant to N.J.S.A. 40:55D-26 of the Municipal Land Use Law, which requires the Land Use Board to transmit a report to the Governing Body within 35 days of a referral of an ordinance for review. The Board's report shall include a review of the proposed development regulation for consistency with the municipal master plan along with any recommendations the Board may have respective to the ordinance. The Board's review and findings are as follows:

1. The Land Use Board finds the proposal to Clarify Regulations relative to Permitted Locations for Legal Cannabis Uses within the Township of Vernon to be generally Consistent with the Township Master Plan.
2. The Land Use Board recommends that Ordinance #23-22 be amended to add a Definition for Agri-Eco Tourism (AET) since the current ordinance refers to AET but does not specifically outline what AET stands for.

Thank you,
Kim



To: Vernon Township Land Use Board
From: Jessica Caldwell Dykstra, PP, AICP, LEED-GA
Alison Kopsco, P.P., A.I.C.P.
Board Planners
Subject: Review of Ord. #23-22
Date: October 20, 2023
cc: Kim Decker, Land Use Administrator
Glenn Kienz, Esq., Board Attorney
Cory Stoner, P.E., Board Engineer

According to Municipal Land Use Law, N.J.S.A. 40:55D-26, prior to the adoption of development regulations, revisions, or amendments thereto, the Planning Board shall make and transmit to the Governing Body, within 35 days after referral, a report including identification of any provisions in the proposed development regulation, revision or amendment which are inconsistent with the Township's Master Plan. Ordinance #23-22 was introduced by the Township of Vernon Council on October 12, 2023 and has been transmitted to the Planning Board for review and comment. The public hearing on the ordinance is proposed for November 27, 2023.

The ordinance proposes the following:

- Amendment of, and revision to, Section 330-160, Schedule A, "Permitted, Conditional, and Accessory Uses and Structures" (Attachment 5) to remove cannabis cultivation as a permitted use within the R-2 Zone;
- Minor revision to the definition of "cannabis;"
- Addition of the definition of "cannabis medical dispensary;"
- § 330-189 amended, revised, and supplemented as follows:
 - Cannabis retailers and delivery:
 - Must be at least 1,000 feet from any school, public park, public ball field, child-care center, or the Vernon PAL facility, where the distance is measured door-to-door, as one would travel as a pedestrian.
 - A safety and security plan and emergency services access plan are required as part of site plan approval.
 - Cannabis cultivators, manufacturers, wholesalers, or distributors:
 - Cultivators are the only class of cannabis facility permitted in the AET Zone and have a minimum lot size of six (6) acres.
 - A safety and security plan and emergency services access plan are required as part of site plan approval.

After reviewing the ordinance with respect to the Township's 2010 Land Use Element of the Master Plan (reexamined in 2022), I find that the proposed ordinance is consistent with the following goals and objectives:



1. To achieve a balance between continued development and the preservation of the extensive natural resources of the community;
 - a. Objective: Review ordinances to ensure that desirable development is encouraged and fostered.
2. To provide for economic development through the Commercial, Light Industrial, Commercial-Recreation and Agri-Eco Tourism Zones;
 - a. Objective: Review locations and permitted uses in non-residential zones to ensure that appropriate development that supports the tourism industry can occur.
3. To encourage commercial and mixed-use development in a form, location and design that preserves and enhances the unique character and identity of Vernon Township.

The Vernon Township Master Plan seeks to encourage economic development while preserving the existing character of the Township and its residential communities. By removing cannabis facilities as a permitted conditional use in the R-2 Zone and allowing them to be placed in other, more appropriate areas accomplishes this land use goal. As such, the proposed ordinance is not inconsistent with the Township Master Plan.