VERNON TOWNSHIP COUNCIL MEETING AGENDA

NOVEMBER 9, 2026

7:00 PM REGULAR SESSION

1. CALL TO ORDER

2. STATEMENT: Adequate Notice of this Regular Meeting was provided to the public and the press on January 22, 2026 and was posted at the Municipal Building in accordance with the Open Public Meetings Act, N.J.S.A.10:4-7.

3. SALUTE THE FLAG

4. ROLL CALL

5. PRESENTATION – Police Department

Retirement:
Capt. Jason Haw #42

Promotions:
Daniel S. Young #49 to Captain
Sean Perry #67 to Lieutenant
Matt Maines #75 to Sergeant

New Hire:
Ofc. Cory Frappier #87

6. MAYOR COMMENTS

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

8. REVIEW OF BILLS LIST

9. APPROVAL OF MINUTES
October 26, 2026 – Regular Meeting

10. CONSENT AGENDA

Resolution #26-341: REFUND FOR CARRY PERMIT MUNICIPAL FEE, ZAYATZ

Resolution #26-342: TRANSFER RESOLUTION- BALANCE TRANSFERS

Resolution #26-343: REFUND OVERPAYMENT (Block 170 Lot 1 – Maclean)

Resolution #26-344: RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERNON AUTHORIZING THE HIRING OF PAYMENT PROCESSING VENDOR AS A SOFTWARE APPLICATION AND DATA PROCESSING FOR THE TOWNSHIP OF VERNON THROUGH THE COMPETITIVE CONTRACTING PROCESS

Resolution #26-345: RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE TOWNSHIP OF HARDYSTON FOR ANIMAL CONTROL SERVICES

Resolution #26-346: RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE BOROUGH OF HAMBURG FOR ANIMAL CONTROL SERVICES

Resolution #26-347: RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE TOWNSHIP OF LAFAYETTE FOR ANIMAL CONTROL SERVICES

Resolution #26-348: RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE TOWNSHIP OF MONTAGUE FOR ANIMAL CONTROL SERVICES

Resolution #26-349: RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE BOROUGH OF FRANKLIN FOR ANIMAL CONTROL SERVICES

Resolution #26-350: RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE BOROUGH OF OGDENSBURG FOR ANIMAL CONTROL SERVICES

Resolution #26-351: CHAPTER 159 RESOLUTION REQUESTING APPROVAL OF REVENUE AND APPROPRIATION AMENDING THE 2026 BUDGET AS A REVENUE AND APPROPRIATION OF $3,469.22

Resolution #26-352: A RESOLUTION OF THE GOVERNING BODY OF THE TOWNSHIP OF VERNON ESTABLISHING A HEALTH SAVINGS ACCOUNT (HSA) – ELIGIBLE HIGH-DEDUCTIBLE HEALTH PLAN (HDHP) AND PROVIDING FOR EMPLOYER/EMPLOYEE CONTRIBUTIONS FOR ELIGIBLE MUNICIPAL EMPLOYEES

Resolution #26-353: AUTHORIZING THE VERNON TOWNSHIP COUNCIL TO APPROVE A PERSON-TO-PERSON TRANSFER OF LIQUOR LICENSE #1922-36-011-003
INTRODUCTION OF ODINANCE

Resolution #26-354: AUTHORIZATION TO ENDORSE A TREATMENT WORKS APPROVAL APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR REPLACEMENT OF AN ON-SITE SEPTIC FIELD LOCATED AT THE LAMP POST INN, BLOCK 535 LOT 2

Resolution #26-355: AUTHORIZE THE AWARD OF A REQUIRED DISCLOSURE CONTRACT WITH CONTINENTAL FIRE & SAFETY LLC FOR FIREMATIC RESCUE EQUIPMENT

11. RESOLUTION

Resolution #26-356: RESOLUTION CALLING FOR THE RESIGNATION OF MAYOR ANTHONY ROSSI

12. PUBLIC HEARING/APPROVAL OF ORDINANCE

Ordinance #26-25: AN ORDINANCE ACCEPTING THE DEDICATION OF A PORTION OF BLOCK 391, LOT 11 FROM VINTAGE CLOTHES, LLC FOR ANNEXATION TO AND INCLUSION IN BLACK CREEK DRIVE, AND AUTHORIZING THE ACCEPTANCE AND RECORDING OF THE RELATED DEED

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

14. COUNCIL COMMENTS

15. COUNCIL PRESIDENT COMMENTS

16. ADJOURNMENT

Range of Checking Accts: First to Last Range of Check Dates: 10/22/26 to 11/04/26
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor / PO # / Description	Amount Paid	Reconciled/Void	Ref Num / Contract
10-001		GENERAL/CENTRAL CHECKING			
66853	10/28/26	4IMPR005 4Imprint			707
26-01021		Rec Events	1,427.03		
66854	10/28/26	ACMEM005 ACME MARKETS, INC			707
26-00042		SC Kitch and Programs	92.38		
66855	10/28/26	AEPEN005 AEP Energy INC.			707
26-01311		Municipal Electric Services	35.34		
66856	10/28/26	AIRGR005 AIRGROUP LLC			707
26-00136		ANNUAL COMMERCIAL SERVICE AGRE	4,114.50		
66857	10/28/26	AMAZO005 AMAZON.COM SERVICES LLC		10/28/26 VOID	0
66858	10/28/26	AMAZO005 AMAZON.COM SERVICES LLC			707
26-00043		SC Supplies	230.56		
26-00072		Rec Programs	199.61		
26-00448		Admin Office Supplies	274.99		
26-01214		2026/Municipal Court	123.49		
26-01226		OFFICE SUPPLIES	201.93		
26-01249		2027 Office Supplies Finance	766.63		
26-01251		Office Supplies	174.36		
			1,971.57		
66859	10/28/26	APLUS005 A PLUS STRIPING, INC			707
26-01030		vems epoxy & quartz floor	12,556.25		
66860	10/28/26	ARKEL005 ARKEL MOTORS INC			707
26-00138		PARTS TO REPAIR INT'L TRUCKS	1,076.34		
66861	10/28/26	BALLY005 BALLY'S ATLANTIC CITY			707
26-01271		NJLM Conference Hotel	408.00		
66862	10/28/26	BARCO005 BARCO PRODUCTS COMPANY			707
26-01180		ADA Accessible Picnic Table	1,738.10		
66863	10/28/26	BARRY010 BARRY DOBRINA			707
26-01306		3RD QTR DUPLICATE TAX REFUND	3,058.39		
66864	10/28/26	BRAEN005 BRAEN STONE			707
26-00226		ASPHALT	349.20		
66865	10/28/26	BRIGH010 BRIGHTSPEED			707
26-00286		Phone Services Police	696.81		
66866	10/28/26	CAMPB010 CAMPBELL SUPPLY CO, LLC,			707
26-00137		REPAIRS TO FIRE TRUCKS	4,360.55		

Check #	Check Date	Vendor	PO #	Description	Amount Paid	Reconciled/Void	Ref Num	Contract
10-001	GENERAL/CENTRAL CHECKING	Continued						
66867	10/28/26	CHERR005		CHERRY VALLEY TRACTOR SALES, I				707
			26-00597	NEW HOLLAND EQUIP PARTS	1,048.95			
66868	10/28/26	CHRIS215		Christopher M. Di Girolamo				707
			26-01201	Carry Permit Municipal Refund	150.00			
66869	10/28/26	CINTA005		CINTAS CORPORATION NO 2				707
			26-00209	JANITORIAL SUPPLIES	592.40			
			26-00211	UNIFORM EXPENSE	1,052.80			
					1,645.20			
66870	10/28/26	CLUTC005		DOVER BRAKE & CLUTCH				707
			26-00147	PARTS TO REPAIR DPW VEHICLES	231.65			
66871	10/28/26	COOLE005		COOLEY GROUP, INC.				707
			26-01196	1099 forms for 2026 filing	136.79			
66872	10/28/26	COUNT045		COUNTY OF SUSSEX				707
			26-00048	SC Transportation	4,166.63			
66873	10/28/26	CUSTO005		CUSTOM BANDAG INC				707
			26-00126	VARIOUS TIRES ON VES VEHICLES	1,258.74			
66874	10/28/26	DELTA005		DELTA DENTAL PLAN OF NJ				707
			26-01292	November 2026	15,363.04			
66875	10/28/26	DO000005		WILLIAM J MARION, D.O.				707
			26-00497	DPW - CDL Physical	350.00			
66876	10/28/26	DOGSO005		D.O.G.S of Vernon				707
			26-00760	CLEAN COMMUNITIES	750.00			
66877	10/28/26	EDDIE005		EDDIE K'S MECHANICAL SERVICES				707
			26-01146	Emergency Repair SC Fridge	437.50			
66878	10/28/26	ELIZA005		ELIZABETHTOWN GAS CO				707
			26-00280	Municipal Gas Services	873.28			
66879	10/28/26	ENTER020		ENTERPRISE FLEET MANAGMENT,INC				707
			26-00375	PD Vehicle Lease	17,326.04			
			26-00483	Enterprise 2026	8,880.79			
					26,206.83			
66880	10/28/26	FARMS020		POCHUCK VALLEY FARMS				707
			26-01285		680.00			
66881	10/28/26	FARMS035		Farmside Gardens				707
			26-00753	Blanket - Beautification Comm	937.55			
66882	10/28/26	FLORI005		FLORIO, PERRUCCI,STEINHARDT &				707
			26-00236	2026 Legal Labor Services	240.00			

Check #	Check Date	Vendor / PO # / Description	Amount Paid	Reconciled/Void	Ref Num / Contract
10-001		GENERAL/CENTRAL CHECKING Continued			
66883	10/28/26	FOXPR005 FOX PRESS, LLC			707
26-01207		Fire Prevention Hats	1,080.00		
66884	10/28/26	FRANK020 FRANKLIN, SUSSEX AUTO MALL			707
26-00108		PARTS TO REPAIR DODGE POLICE V	723.86		
66885	10/28/26	FRANK040 FRANK ZEBROWSKI			707
26-01263		100 EXEMPT VET 2026 REFUND	2,571.11		
66886	10/28/26	FUNEX005 FUN EXPRESS			707
26-00076		Rec Events	250.31		
66887	10/28/26	GABRI015 GABRIELLI KENWORTH OF NJ LLC			707
26-00599		PARTS TO REPAIR KENWORTH TRKS	578.96		
66888	10/28/26	GERAL015 Gerald V Filip			707
26-01269		Carry Permit Municipal Refund	150.00		
66889	10/28/26	GOGRE005 GO GREEN PEST SOLUTIONS			707
26-00734		Pest Control	100.00		
66890	10/28/26	GPCNA005 NAPA Auto Parts			707
26-00128		PARTS TO REPAIR DPW VEHICLES	498.21		
66891	10/28/26	GUIRE005 MC GUIRE			707
26-00601		REPAIR CHEVY VEHICLES	78.97		
66892	10/28/26	HAROL005 HAROLD E PELLOW AND ASSOC, INC			707
26-01315		Engineer Services Roads	1,797.50		
66893	10/28/26	HEAVE005 HEAVEN HILL FARM			707
26-01168		Rec Programs	350.00		
66894	10/28/26	HERAL005 NEW JERSEY HERALD			707
26-01261		TAX SALE ADVERTISING	47.86		
66895	10/28/26	HERSH010 Hershel Rawls			707
26-01199		Carry Permit Municipal Refund	150.00		
66896	10/28/26	HHAUT005 H & H AUTO PARTS OF VERNON		10/28/26 VOID	0
66897	10/28/26	HHAUT005 H & H AUTO PARTS OF VERNON			707
26-00150		PARTS TO REPAIR VES VEHICLES	738.00		
26-00215		PARTS TO REPAIR DPW VEHICLES	1,715.65		
			2,453.65		
66898	10/28/26	HIGHL025 HIGHLAND LAKES VOLUNTEER FIRE			707
26-01272		reimburse sept 2026 expenses	1,271.80		
26-01310		live burn training	500.00		
			1,771.80		

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10-001	GENERAL/CENTRAL CHECKING	Continued						
66899	10/28/26	HOOVE005		HOOVER TRUCK CENTERS, INC				707
			26-00117	PARTS TO REPAIR FREIGHTLINER	1,305.82			
66900	10/28/26	INTEG010		INTEGRATED MICRO SYSTEMS, INC				707
			26-01280	Municipal IT Consult Sept-Oct	4,800.00			
			26-01299	Municipal IT Consult Nov 2026	2,400.00			
					7,200.00			
66901	10/28/26	ISRAE005		Israel Hernandez				707
			26-01230	Carry Permit Municipal Refund	150.00			
66902	10/28/26	JAMES030		JAMES GLADING				707
			26-01266	100% DISABLED VET 2026 REFUND	2,364.06			
66903	10/28/26	JEMEL005		JEM ELECTRIC LLC				707
			26-01244	SAW DISCONNECT FLOOR GARAGE	125.00			
66904	10/28/26	JERRY025		Jerry Belcher				707
			26-01296	538/69 driveway release	3,000.00			
66905	10/28/26	JESCO005		JESCO, INC.				707
			26-00130	PARTS TO REPAIR J DEERE EQUIP	3,033.36			
66906	10/28/26	JOHNF005		JOHN FERRARO				707
			26-01264	2026 REFUND FOR DISABLED VET	990.76			
66907	10/28/26	JOHNS020		JOHNNY ON THE SPOT DBA UNITED				707
			26-00080	Porta Potty Rentals	2,338.88			
66908	10/28/26	JOSEP030		JOSEPH KVILESZ				707
			26-01268	100% DISABLED VET 2026 REFUND	1,731.05			
66909	10/28/26	KEYTE005		KEY TECH				707
			26-01151	Canistear Rd Core Sampling	3,790.83			
66910	10/28/26	KUIKE005		KUIKEN BROTHERS CO., INC.				707
			26-00219	SIGN SUPPLIES	28.20			
66911	10/28/26	LAFAY010		Lafayette House Restaurant				707
			26-01273	SC Holiday Party Deposit	500.00			Charged to Senior Trust
66912	10/28/26	LAWRE005		Lawrence Mcphail				707
			26-01165	Carry Permit Municipal Refund	150.00			
66913	10/28/26	LAWSO005		LAWSOFT,INC				707
			26-01016	Duo 2 Factor Auth.	2,064.00			
66914	10/28/26	LINDA005		Linda L. Di Girolamo				707
			26-01202	Carry Permit Municipal Refund	150.00			
66915	10/28/26	LUTHE005		HOLY COUNSELOR EVANGELICAL LUT				707
			26-01134	CLEAN COMMUNITIES	750.00			

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10-001		GENERAL/CENTRAL CHECKING	Continued			
66916	10/28/26	MATHE020	Mathew Hackett			707
		26-01270	Uniform Allowance	478.95		
66917	10/28/26	MATTH025	MATTHEW DUFFY			707
		26-01267	100% DISABLED VET 2026 REFUND	6,050.21		
66918	10/28/26	MCAFE010	MC AFEE HARDWARE CO., INC.			707
		26-00112	VARIOUS HARDWARE NEEDS	9.48		
		26-00158	SIGN SUPPLIES	82.43		
		26-00246	B&G SUPPLIES	49.99		
				141.90		
66919	10/28/26	MCICO005	MCI COMMUNICATIONS SERVICES, I			707
		26-00452	Phone Service Long Distance	518.66		
66920	10/28/26	MCMAN005	MC MANIMON SCOTLAND & BAUMANN,			707
		26-01275	Legal Legends Redevelopment	4,463.50		
66921	10/28/26	MICHA085	Michael Pappa			707
		26-01229	Carry Permit Municipal Refund	150.00		
66922	10/28/26	MUA00005	VERNON TWP MUA			707
		26-00834	Muicipal Bldg Sewer Service	3,735.40		
66923	10/28/26	NATIO115	National Fuel Oil Inc			707
		26-00031	Municipal Diesel Fuel 2026	6,247.82		
66924	10/28/26	NICHO015	Nicholas Biango			707
		26-01236	Uniform Allowance	469.94		
66925	10/28/26	NICHO035	NICHOLAS BRADEN WELLS			707
		26-01265	100 DISABLED VET 2026 REFUND	1,513.39		
66926	10/28/26	NIELS005	NIELSEN FORD INC			707
		26-00146	PARTS TO REPAIR DPW VEHICLES	79.77		
66927	10/28/26	NJMEB005	NJ Municipal Employee Benefits			707
		26-01294	Nov 2026	349,977.48		
66928	10/28/26	NJREC005	NJ RECREATION & PARK ASSOC			707
		26-01250	Community Fall Wkshp M Wahnon	65.00		
66929	10/28/26	NJSTL005	NJ ST LEAGUE OF MUNICIPALITIES			707
		26-01286	2026 Registration of NJLOM	75.00		
66930	10/28/26	NORTH015	NORTH EAST PARTS GROUP LLC			707
		26-00131	PARTS TO REPAIR VES VEHICLES	42.36		
		26-00132	PARTS TO REPAIR DPW VEHICLES	693.45		
				735.81		
66931	10/28/26	OCEAN005	AC OCEAN WALK LLC			707
		26-00816	NJLM Hotel Reservations	546.00		

Check #	Check Date	Vendor / PO # / Description	Amount Paid	Reconciled/Void	Ref Num / Contract
10-001		GENERAL/CENTRAL CHECKING Continued			
66931		AC OCEAN WALK LLC Continued			
		26-00829 NJ LEAGUE OF MUNICIPALITIES-HL	546.00		
		26-00831 NJ LEAGUE OF MUNICIPALITIES-CL	546.00		
		26-00921 NJLM Confrerence 2026	1,092.00		
		26-00922 NJLM Conference 2026	546.00		
			3,276.00		
66932	10/28/26	OTISE005 OTIS ELEVATOR COMPANY			707
		26-00134 ELEVATOR SERVICE	218.00		
66933	10/28/26	PITNE010 PITNEY BOWES SUPPLY LINE			707
		26-01277 Postage Machine Lease R#22-225	975.57		
66934	10/28/26	PITNE020 Pitney Bowes - Purchase Power			707
		26-01237 Postage Fulfillment Oct 2026	64.99		
66935	10/28/26	POCHU010 POCHUCK VALLEY FIRE DEPT.			707
		26-01309 reimburse Sept 2026 expenses	8,501.83		
66936	10/28/26	POWER025 POWERTRAIN PLUS TRUCK PARTS			707
		26-00365 PARTS TO REPAIR DPW VEHICLES	3,037.83		
66937	10/28/26	PRIME005 PRIMEPOINT LLC			707
		26-01291 September - Time System	373.50		
66938	10/28/26	ROBER035 ROBERTS AND SON, INC			707
		26-00107 FOR VARIOUS AFTER MARKET VEH P	74.14		
66939	10/28/26	ROUTE005 ROUTE 23 AUTO MALL LLC			707
		26-00143 PARTS TO REPAIR VES VEHICLES	237.54		
		26-00145 PARTS TO REPAIR DPW VEHICLES	163.04		
			400.58		
66940	10/28/26	SCHEN010 SCHENCK PRICE SMITH & KING LLP			707
		26-00234 2026 Legal Tax Appeals	1,603.88		
66941	10/28/26	SSWOR005 S & S WORLDWIDE, INC			707
		26-01209 Rec Fall Programs	112.33		
66942	10/28/26	STAPL010 Staples Contract & Commmercial			707
		26-01197 LISA TONER	154.56		
66943	10/28/26	SUEZW005 VEOLIA WATER NEW JERSEY, INC.U			707
		26-00371 Blanket - Water Serv 21 Church	887.22		
66944	10/28/26	SUSSE095 SUSSEX COUNTY M.U.A.			707
		26-00086 GLASS RECYCLING	576.55		
		26-00087 PLASTIC RECYCLING	115.05		
		26-00261 BULKY WASTE DAY	2,384.25		
			3,075.85		

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10-001	GENERAL/CENTRAL CHECKING Continued							
66945	10/28/26	SUSSE170 SUSSEX RURAL ELECTRIC CO-OP						707
			26-00290	Blanket - Municipal Electric	780.16			
66946	10/28/26	TCTAA015 TCTA ASSN OF SUSSEX/WARREN						707
			26-01262	NICOLE MEETING	24.00			
66947	10/28/26	TELEP005 WARWICK VALLEY TELEPHONE						707
			26-00161	Blanket Telephone Service	705.01			
66948	10/28/26	TILCO005 TILCON NEW YORK, INC						707
			26-01059	Canistear Road Improvmts Ph II	290,114.44			
			26-01061	2026 Various St Improvmts	519,394.59			
					809,509.03			
66949	10/28/26	VERIZ010 VERIZON WIRELESS						707
			26-00275	Municipal Cell Phone Service	1,125.93			
66950	10/28/26	VERIZ035 VERIZON CONNECT FLEET USA LLC						707
			26-00254	GPS SERVICE DPW	772.63			
66951	10/28/26	VERNO120 VERNON TWP BOARD OF EDUCATION						707
			26-01295	Oct 2nd Pay 2026	2,221,454.08			
66952	10/28/26	VERNO130 VERNON TWP FIRE DEPARTMENT						707
			26-01320	sept 2026 reimbursements	5,738.62			
66953	10/28/26	VERNO295 VERNON EMERGENCY MEDICAL SRVCS						707
			26-01312	Jul/Aug 2026 VEMS reimburse	11,467.88			
66954	10/28/26	VISIO005 VISION SERVICE PLAN						707
			26-01293	October 2026 Coverage Period	2,104.13			
66955	10/28/26	WBMAS005 W B MASON CO INC						707
			26-01225	OFFICE SUPPLIES	110.37			
66956	10/28/26	WELDO005 WELDON ASPHALT CO.						707
			26-00255	ASPHALT	1,849.76			
66957	10/28/26	WELLS050 WELLS FARGO VENDOR FINANCIAL						707
			26-00276	Copier Lease Clerk Office	224.73			
			26-01110	Building Copier Lease 2026	55.63			
					280.36			
66958	10/28/26	YORKE005 YORKE TIRE & AUTO CENTER						707
			26-00362	ALIGNMENTS & A/C REPAIRS	302.42			
66959	10/28/26	OCEAN005 AC OCEAN WALK LLC						708
			26-00809	NJLOM Hotel M Downtain	546.00			

Check #	Check Date	Vendor	PO #	Description	Amount Paid	Reconciled/Void	Ref Num	Contract
10-001	GENERAL/CENTRAL CHECKING				Continued			
4647	11/04/26	HAROL005		HAROLD E PELLOW AND ASSOC, INC				710
			26-01354	various lub payments 11/4/26	2,395.00			
4648	11/04/26	JCALD005		J. CALDWELL & ASSOCIATES LLC				710
			26-01355	various lub payments 11/4/26	3,197.50			
4649	11/04/26	WEINE005		WEINER LAW GROUP LLP				710
			26-01356	various lub payments 11/4/26	117.00			
22-001	PAYROLL AGENCY							
5023	11/03/26	LOCAL005		P.B.A. LOCAL 285				709
			26-01323	Oct 2026	1,600.00			
5024	11/03/26	LOCAL010		U.A.W. LOCAL 2326				709
			26-01322	Oct 2026	665.60			
5025	11/03/26	POLIC005		POLICE AND FIREMAN'S INS. ASSO				709
			26-01324	Oct 2026	98.34			
5026	11/03/26	TRANS015		TRANS WORLD ASSURANCE COMPANY				709
			26-01325	Oct 2026	920.00			

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	105	2	3,582,864.30	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	105	2	3,582,864.30	0.00

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	3	0	5,709.50	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	5,709.50	0.00

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	4	0	3,283.94	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	4	0	3,283.94	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	112	2	3,591,857.74	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	112	2	3,591,857.74	0.00

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	6-01	2,749,675.68	1,050.00	0.00	2,750,725.68
CAPITAL FUND	C-04	819,723.60	0.00	0.00	819,723.60
ESCROW	E-12	5,709.50	0.00	0.00	5,709.50
GRANT FUND	G-02	3,884.25	0.00	0.00	3,884.25
OTHER TRUST	T-14	4,067.27	0.00	0.00	4,067.27
DEV. BONDS	T-21	4,463.50	0.00	0.00	4,463.50
PAYROLL	T-22	3,283.94	0.00	0.00	3,283.94
Year Total:		11,814.71	0.00	0.00	11,814.71
Total Of All Funds:		3,590,807.74	1,050.00	0.00	3,591,857.74

TOWNSHIP OF VERNON

RESOLUTION #26-341

REFUND FOR CARRY PERMIT MUNICIPAL FEE, ZAYATZ

WHEREAS, mayor and township council of the township of Vernon have adopted ordinance 26-04 dated 2/9/2026 allowing the refund of the municipal fee portion of the conceal carry application;

WHEREAS, to ease the financial burden, the Township of Vernon will offer a refund of $150 for the municipal fee to Timothy N. Zayatz.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Township of Vernon Finance Department to refund the municipal portion of the conceal carry application fee in the amount of $150 to Timothy N. Zayatz.

FINALLY, BE IT RESOLVED, that a certified copy of this Resolution be forwarded to the Township Finance Department.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Julia Mitchell, Purchasing Clerk

TOWNSHIP OF VERNON

RESOLUTION #26-342

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 in the 2026 Municipal Budget in accordance with N.J.S.A 40A-58/59 are hereby approved.

ACCOUNT	TRANSFER OUT	TRANSFER IN
FROM CURRENT FUND:		
FINANCE – S&W	15,000.00	
TAX ASSESSMENT – O/E	15,000.00	
LEGAL – O/E	50,000.00	
GROUP HEALTH – O/E	55,000.00	
WAIVERS – O/E	12,000.00	
POLICE DEPARTMENT – S&W	30,000.00	
FIRE PREVENTION – S&W	10,000.00	
RECYCLING – S&W	5,000.00	
MAINTENANCE OF PARKS – S&W	40,000.00	
SALARY ADJUSTMENT	50,000.00	
PERS	5,000.00	
TO CURRENT FUND:		
GENERAL ADMINISTRATION – S&W		4,500.00
CLERK – S&W		500.00
COLLECTION OF TAXES – S&W		4,000.00
TAX ASSESSMENT – S&W		400.00
BUILDING DEPARTMENT – S&W		6,500.00
WORKERS' COMP INSURANCE – O/E		8,100.00
RADIO COMMUNICATIONS – S&W		10,000.00
ROAD REPAIRS & MAINT – S&W		16,500.00
SNOW REMOVAL – S&W		150,000.00
UTILITIES – O/E		80,000.00
DEFINED CONTRIBUTION RETIREMENT PROGRAM		5,000.00
MUNICIPAL COURT – S&W		1,500.00
TOTAL TRANSFERS	**287,000.00**	**287,000.00**

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

_____

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

TOWNSHIP OF VERNON

RESOLUTION #26-343

REFUND OVERPAYMENT
(Block 170 Lot 1 – Maclean)

BE IT RESOLVED, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to in the amount of $2266.28 representing refunds for overpayments for 3rd qtr. 2026 property taxes for Block 170 Lot 1.

OWNER	BLOCK	LOT	REFUND AMOUNT
MACLEAN	170	1	$2266.28
		TOTAL:	$2266.28

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

_____
Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #26-344

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERNON AUTHORIZING THE HIRING OF PAYMENT PROCESSING VENDOR AS A SOFTWARE APPLICATION AND DATA PROCESSING FOR THE TOWNSHIP OF VERNON THROUGH THE COMPETITIVE CONTRACTING PROCESS

WHEREAS, the Township has a need for the use of a Payment Processing Software Data Processing services vendor for the Township; and

WHEREAS, such services are currently available to be provided through the competitive contracting process under the New Jersey Local Publics Contract Law, N.J.S.A. 40A:11-4.1.; and

WHEREAS, the Township desires to evaluate such offerings from Vendors within the procedures as set forth in the New Jersey Local Publics Contract Law (N.J.S.A.40A:11-4.1 et. seq. and N.J.A.C. 5:34-4 et. Seq.,); and

WHEREAS, the Township desires to enter into a contract for up to a seven (7) year contract for data processing that will satisfy the needs of the Township; and

WHEREAS, as per statute the process will be administered by the Business Administrator, Legal Counsel or Qualified Purchasing Agent;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the TOWNSHIP of VERNON, County of Sussex, State of New Jersey, as follows:

1. The Township Administrator, Legal Counsel or Qualified Purchasing Agent are hereby authorized to commence the competitive contract/ procurement as allowable under the New Jersey Local Publics Contract Law allowing for a minimum of 20 days' notice after advertisement to receive responses, per Local Publics Contract Law.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

_____

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

PROJECT MANUAL

For CC# 26-11

TOWNSHIP OF VERNON COURT OFFICE

PAYMENT PROCESSING SERVICES

COMPETITIVE CONTRACT

Vernon Township, Sussex County
New Jersey

September 9, 2026, at 10:00am

New Jersey's four season recreation community
VERNON
TOWNSHIP

Competitive Contract Request for Proposals

Notice is hereby given by the Township of Vernon that a Competitive Contract in accord with N.J.S.A. 40A:11-4.1 will be received by the Township on **September 9, 2026, at 10:00am** prevailing time conducted onelectronic platform, in accord with N.J.A.C. 5:34-1 et. Seq., on BIDNET at **www.bidnetdirect.com//vernontownship**

CC #26-11 Court Office Payment Processing Services

NOTE:
It is the bidder's responsibility to ensure that the bid package is uploaded onto the e-procurement site by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.

Bidders must comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et. Seq.,

The Township of Vernon will award this Competitive Contract in accord with Price and Other Factors as outlined within N.J.S.A 40A:11-4.1 et. Seq., and N.J.A.C. 5:34-4.1 et. Seq.,

Report of Competitive Contract:
In accord with N.J.S.A. 40A:11-4.4(d) the summary report will be posted on the Township procurement website at www.bidnetdirect.com//vernontownship at least 48 hours prior to the governing body taking action on award.

For zoom information for public viewing of the opening contact Sean P. Canning, QPA at scanning@thecanninggroup.org.

Date: August 14, 2026

Anthony Rossi
Mayor
Township of Vernon

Applicable to Bid if marked "X"	DOCUMENTATION REQUIRED OR REVIEWED	Initials	When Due if not submitted with Bid
	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)		With Bid Submission
	Consent of Surety (Certificate from Surety company)		With Bid Submission
	Performance Bond and Labor and Material Payment Bond (Required from the Awarded Contractor)		At signing of contract
	Maintenance Bond in the Amount of 100 % for a period indicated in "General Conditions" Required from the Awarded Contractor Upon Acceptance of Project		Upon Acceptance of Project
X	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)		With Bid Submission
X	Ownership Disclosure Form		With Bid Submission
	Named Subcontractors in Bid for Listed Specialty Trades		With Bid Submission
	Public Works Contractor Registration Certificate(s) for the Bidder and all Sub Contractors		Prior to Award, but effective at time of bid
X	Business Registration Certificate – Bidder and all Sub Contractors		Prior to Contract Award
X	Non-Collusion Affidavit		With Bid Submission
X	Experience and Background Questionnaire		With Bid Submission
X	Insurance and Indemnification Certificate		Prior to Contract Award
X	Disclosure of Investment Activities in Iran Form		Prior to Contract Award
X	Certification of non-involvement in Prohibited Activities in Russia or Belarus		Prior to Contract Award
	Prevailing wage greater than 10% certification		Prior to Contract Award
	Federal debarment Form		Prior to Contract Award
	EEO/AA Form AA-201		After Notice of Award, Prior to Signing Contract
X	EEO/AA Form AA-302 or Letter of Federal Approval or		After Notice of

	Certificate of Employee Information Report		Award, Prior to Signing Contract
X	Bidder's Checklist		Prior to Contract Award

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Bidder Name: _____ Date: _____

Authorized Representative: _____

Signature: _____

Print Name & Title: _____

CC #26-11 | COURT OFFICE PAYMENT PROCESSING SERVICES
TECHNICAL SPECIFICATIONS • MUNICIPAL COURT ONLY • SEVEN-YEAR DATA PROCESSING CONTRACT
Sussex County, New Jersey

1. Purpose and statutory basis

The Township of Vernon seeks a secure electronic payment processing and associated data processing service exclusively for the Township of Vernon Municipal Court. No property tax, utility, recreation, permit, pool, tax sale, or other municipal department services are included in this solicitation.

The procurement is conducted pursuant to N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et seq. The proposed contract term is seven (7) years under the data processing services provision of N.J.S.A. 40A:11-15(5), subject to applicable annual appropriation requirements.

2. Exclusive court scope and Judiciary authorization

The required service consists of payment acceptance, merchant processing, transaction data processing, secure court-related reporting, settlement and reconciliation, authorized equipment, implementation, training, and support for the Municipal Court only. Proposers shall describe supported counter, online, telephone, and other channels, but shall not activate any channel unless approved for the court.

Before implementation, the successful proposer shall cooperate with the Municipal Court Administrator, Township Chief Financial Officer, Sussex Vicinage, and Administrative Office of the Courts (AOC), as applicable. Any Judiciary review, approval, system-access permission, or integration authorization required by governing rules and procedures shall be obtained before activation. Township contract award alone is not Judiciary approval.

The Township and Municipal Court shall confirm governing-body authorization and permitted electronic payment methods under N.J.S.A. 2B:1-5 and N.J.A.C. 5:30-9.3, as applicable. All court processing shall comply with Rule 7:14-4(c) and applicable Judiciary directives and procedures, including Directive #08-98 to the extent currently operative.

3. Court transaction processing and functionality

Support only payment types and financial obligations expressly authorized for the Municipal Court, including court fines, penalties, costs, and other approved obligations. Identify available card brands, debit, ACH/e-check, terminal, virtual terminal, online, and telephone capabilities; unsupported or unauthorized channels shall remain disabled.

For each transaction, retain a unique transaction identifier, authorized court reference or case identifier, transaction date/time, tender type, gross amount, any separately disclosed permitted fee, refunds, voids, chargebacks, settlement amount, and posting status. Protect restricted case information.

Provide receipts and controlled refund/void workflows, with segregation of duties, documented approvals, exception queues, and safeguards against duplicate processing or duplicate case posting. No vendor may independently alter judicial obligations or adjudicative records.

Any proposed integration with Judiciary systems, including ATS or other case-management and financial systems, is conditional upon express authorization from the appropriate Judiciary authority. Proposer shall identify integrations, dependencies, file layouts, testing, and rollback processes.

4. Court funds, deposits and reconciliation

Court funds must be segregated in records and accounting from general municipal revenue. Settlement instructions, beneficiaries, remittance allocation, timing, and reconciliation procedures shall be established by authorized Township and Judiciary officials.

Provide daily settlement and exception reports, transaction-to-deposit matching, monthly audit reports, and records adequate to reconcile court collections, fees, reversals, refunds, and chargebacks. No unauthorized deduction, diversion, netting, or commingling of court receipts is permitted.

The vendor shall not access, handle, photograph, or redirect court checks or other payment instruments except as specifically authorized through a documented court procedure. No changes to court financial records or settlement destinations without

approved controls.

5. *Merchant account and banking controls*

No merchant account, acquiring-bank relationship, gateway profile, payment terminal, equipment lease, or processor agreement may be opened, modified, or activated in the name of the Township, Municipal Court, Mayor, or any public official without advance written authorization by duly authorized officials and any required Judiciary approval.

All bank account and routing instructions shall be independently verified by the CFO through an established trusted channel. Email instructions alone are insufficient. Proposers shall identify acquiring bank, processor, gateway, equipment provider, subcontractors, and full flow of funds.

Do not solicit personal Social Security numbers, personal banking information, or identity documents of Township or court officials unless legally necessary, expressly authorized, and securely transmitted. The proposer shall supply proposed merchant documents for Township and court review before execution.

6. *Cybersecurity, confidentiality and continuity*

Maintain applicable PCI DSS compliance, appropriate attestation, encryption and tokenization, multifactor authentication for privileged access, least-privilege permissions, access logs, personnel screening, and secure retention/deletion controls. Identify responsibilities shared with processors and subcontractors.

Maintain tested backup, disaster recovery, incident response, vulnerability remediation, and business continuity plans. Notify the Township of a suspected incident affecting court payments or data initially within 24 hours of discovery, subject to more stringent applicable requirements; coordinate required Judiciary notices.

Protect Judiciary and municipal court records, personally identifiable information, payment information, and confidential case information under applicable court rules, confidentiality obligations, and records retention requirements.

7. *Seven-year fees and implementation*

Submit the complete seven-year fee proposal using the Township pricing form. Disclose interchange/pass-through charges, transaction markups, authorizations, gateway fees, terminal and equipment costs, PCI fees, statements, batches, chargebacks, ACH returns, setup, programming, annual minimums, termination and transition charges. State whether the Township or payer bears each fee.

No convenience, service, or processing fee may be charged to a court payer unless permitted by applicable law and Judiciary requirements. Proposer shall not assume that a fee permitted for another municipal department is permitted for court obligations.

Provide a court-specific implementation schedule covering written approvals, merchant onboarding, equipment inventory, Judiciary integration review if applicable, security testing, staff training, acceptance testing, controlled go-live, and rollback. No implementation activity requiring authorization may occur in advance of such authorization.

8. *Reporting, audit, performance and transition*

Provide court-specific daily and monthly reporting, auditable immutable transaction logs, downloadable records in standard formats, help desk support, outage escalation, and documented service levels. Township and duly authorized Judiciary representatives shall have appropriate audit and inspection access.

Upon termination, provide orderly transition, return or authorized destruction of data, continued access to historical records as required, and secure deactivation of merchant credentials, devices, and interfaces. Contract obligations are subject to applicable appropriations under N.J.S.A. 40A:11-15.

9. *Evaluation and proposer documentation*

The existing competitive contracting evaluation weights remain Technical 40%, Managerial 40%, and Cost 20%. Technical evaluation shall address court-specific functions, compliance, security, reporting, and authorized integration; managerial evaluation shall address court experience, references, staffing, and implementation; cost shall evaluate disclosed seven-year fees

on common assumptions.

Proposers shall submit a completed court-only compliance checklist, a seven-year price proposal, sample court transaction/settlement reports, applicable PCI evidence, merchant agreement templates, references for comparable New Jersey court processing, and a description of required Judiciary approvals and dependencies.

10. Statutory and administrative references

N.J.S.A. 40A:11-4.1 et seq.; N.J.A.C. 5:34-4.1 et seq. — competitive contracting.

N.J.S.A. 40A:11-15(5) — seven-year data processing service contract and appropriation conditions.

N.J.S.A. 2B:1-5; N.J.A.C. 5:30-9.1 et seq., including 5:30-9.3 and 5:30-9.9, as applicable — electronic payments and fee controls.

N.J.S.A. 40A:5-43 et seq. — local electronic receipts framework, as applicable.

New Jersey Court Rule 7:14-4(c) — electronic municipal court payments subject to Judiciary procedures.

Judiciary Directive #08-98 — municipal court payment guidance; current applicability and any superseding procedures to be confirmed with the Judiciary.

N.J.S.A. 2B:12-30 — approval framework for autonomous municipal court computer systems interfacing with Judiciary systems, where applicable.

DLGS Local Finance Notice AU-97-2 and LFN 2021-09 — electronic payment guidance, subject to current guidance and Judiciary requirements.

11. PROPOSER MUNICIPAL COURT TECHNICAL COMPLIANCE CHECKLIST

Instructions: For every mandatory Municipal Court standard, check MEETS or DOES NOT MEET. Identify exceptions and proposal page references. No optional department or tax sale services are solicited.

All standards below apply to the required court-only scope. A checked response is a representation of capability and does not replace verification, demonstrations, or required Judiciary authorization.

Spec §	Mandatory Municipal Court standard	Meets	Does not meet
1	Seven-year data processing term and applicable annual appropriation provisions.	☐	☐
2	Provide Municipal Court-only services; no other municipal departments or tax sales.	☐	☐
2	Obtain required Township, Sussex Vicinage and AOC authorizations before court activation.	☐	☐
2	Comply with Rule 7:14-4(c) and applicable Judiciary directives/procedures.	☐	☐
3	Support only approved court payment types and channels.	☐	☐
3	Transaction-level court references, receipts, fees, refunds and chargeback records.	☐	☐
3	Controls for approvals, voids, refunds and prevention of duplicate posting.	☐	☐
3	No Judiciary-system integration without applicable approval and testing.	☐	☐
4	Court-specific fund segregation, remittance and beneficiary accounting.	☐	☐
4	Daily settlement reconciliation and monthly audit/exception reporting.	☐	☐
4	No unauthorized court check access, deductions, netting or diversion.	☐	☐
5	Written authorization before any court merchant account or terminal activation.	☐	☐
5	Independent CFO verification of banking and routing changes.	☐	☐
5	Disclose acquiring bank, gateway, processor, subcontractors and fund flows.	☐	☐
5	No unauthorized signatures, SSNs, personal banking or identity documents.	☐	☐
6	Applicable PCI DSS, encryption/tokenization and evidence of compliance.	☐	☐
6	MFA, least-privilege roles, access logs and staff security controls.	☐	☐
6	Incident response, notification and continuity/recovery procedures.	☐	☐
6	Confidentiality and retention of court/payment records.	☐	☐

Spec §	Mandatory Municipal Court standard	Meets	Does not meet
7	Complete seven-year court-only pricing, all charges and fee payer disclosed.	☐	☐
7	No unauthorized court payer convenience or processing fees.	☐	☐
7	Court implementation, approvals, testing, training and rollback plan.	☐	☐
8	Court-specific reporting, audit access, support and transition controls.	☐	☐
9	Court processing references, merchant templates and proposer documentation.	☐	☐

Exceptions / clarifications (identify specification number and supporting proposal page):

_____

_____

_____

Proposer legal name: _____ Date: _____

Authorized representative / title: _____

Signature: _____

Phone: _____

Email: _____

CONTACTS/ QUESTIONS/ SUBMITTALS

All submittals, questions pertaining to process or technical questions shall ONLY be submitted through Bidnet Direct at:

www.bidnetdirect.com//vernontownship

TOWNSHIP OF VERNON

RESOLUTION #26-345

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

WHEREAS, the Township of Hardyston 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 Hardyston; 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 Hardyston 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 Hardyston 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 Hardyston.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

_____

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

ANIMAL CONTROL SHARED SERVICE AGREEMENT

BETWEEN THE TOWNSHIP OF VERNON AND THE TOWNSHIP OF HARDYSTON

THIS AGREEMENT is entered into this 1st day of January, 2027 by and between:

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

THE TOWNSHIP OF HARDYSTON, 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 Hardyston 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 or noise complaints.

Livestock Complaints. The Provider shall not be responsible for investigating, enforcing, or responding to complaints involving livestock, including but not limited to cattle, horses, sheep, goats, swine, poultry, or other farm animals. All complaints involving livestock shall be referred to the New Jersey Department of Agriculture for investigation and any enforcement action deemed appropriate. The Provider may, at its sole discretion, assist the Recipient or the New Jersey Department of Agriculture with livestock-related incidents when circumstances warrant such assistance; however, nothing herein shall be construed as creating a duty or obligation for the Provider to respond to or investigate livestock complaints.

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

E. TNR (Trap Neuter Release) Program

Vernon Animal Control may implement a TNR program within the Township of Hardyston. 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 Hardyston will be assessed $75.00. Vernon Township shall indicate in its annual reports the number of cats spayed/neutered in the Township of Hardyston 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 shown in Attachment "B":

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 Township of Hardyston 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.

D. Animals Subject to Criminal or Civil Proceedings – Boarding Costs to be paid by the Recipient.

In the event that any animal originating from the Recipient's jurisdiction is held by the Provider and is the subject of a criminal or civil proceeding, and ownership of said animal is not transferred to the Provider within fourteen (14) days of intake, the Recipient shall be responsible for all applicable boarding, maintenance, and care costs (including veterinarian care).

Such costs shall be assessed on a per-day basis and shall be based upon the type of animal, the level of care required, and the circumstances necessitating the hold, including but not limited to quarantine.

All boarding and care fees shall be charged in accordance with the rates established in the Code of the Township of Vernon, § 250-15 (Animal Control), as may be amended from time to time.

As of 2026, the applicable daily rates are as follows:

- Dog boarding, maintenance, and care: $35.00 per day
- Dog quarantine (Including boarding, maintenance, and care): $60.00 per day
- Cat boarding, maintenance, and care: $25.00 per day
- Cat quarantine (Including boarding, maintenance, and care): $50.00 per day

The Provider shall invoice the Recipient for such costs, and payment shall be due within ninety (90) days of the Recipient's receipt of the invoice, in accordance with the terms of this Agreement.

ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT

A. Duration

The Provider agrees to provide the services named in Article II for Sixty (60) months from the date of this agreement. Said term of agreement is January 1, 2027 through December 31, 2031. 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:

_____

Dated:_____

Township of Vernon

_____

Dated: _____

Attest:

_____

Dated:_____

Township of Hardyston

_____

Dated: _____

Attachment "A"

Vernon Township provides animal control services from 9:00 a.m. to 4:00 p.m., Monday through Saturday. Sunday coverage will be dependent upon staffing availability. Depending on staffing levels, calls received outside of regular business hours and on Sundays may be considered off-duty call-outs. The annual fee is based on the anticipated number of off-duty call-outs for the Recipient and includes up to twenty-four (24) off-duty call-outs per year. Any additional off-duty call-outs beyond the twenty-four (24) included in the annual fee will be billed at $100.00 per call-out. During regular working hours, Vernon Township will respond to animal control requests. During off-duty hours, the Recipient's Police Department and/or Vernon Township Animal Control Supervisor will determine whether a request constitutes an emergency requiring an immediate response or a non-emergency that can be addressed during the next regular workday.

Emergency situations include animal bites or scratches involving a person or another animal, situations where a person's safety is threatened, or circumstances where rabies exposure is suspected. Depending on the circumstances, many animal bites or scratches may only require notification to the on-call Animal Control Officer and may not require a physical response. Non-emergency matters, including barking complaints, dogs running at large when there is no immediate danger or harm, and sightings of wildlife such as skunks or raccoons, generally will be handled during regular business hours. Recurring problems, such as habitual dogs running loose, may be addressed through coordinated follow-up or targeted patrols rather than an immediate off-duty response. When there is uncertainty as to whether a situation constitutes an emergency, the matter will be treated as an emergency and Vernon Township will respond.

Attachment "B"

Township of Hardyston payment schedule

2027: ($19,610.00)	**2028: ($20,590.50)**	**2029: ($21,620.03)**
$4,902.50 Due by 1/31/2027 $4,902.50 Due by 4/30/2027 $4,902.50 Due by 7/31/2027 $4,902.50 Due by 10/31/2027	$5,147.63 Due by 1/31/2028 $5,147.63 Due by 4/30/2028 $5,147.62 Due by 7/31/2028 $5,147.62 Due by 10/31/2028	$5,405.01 Due by 1/31/2029 $5,405.01 Due by 4/30/2029 $5,405.01 Due by 7/31/2029 $5,405.00 Due by 10/31/2029
2030: ($22,701.03)	**2031: ($23,836.08)**	
$5,675.26 Due by 1/31/2030 $5,675.26 Due by 4/30/2030 $5,675.26 Due by 7/31/2030 $5,675.25 Due by 10/31/2030	$5,959.02 Due by 1/31/2031 $5,959.02 Due by 4/30/2031 $5,959.02 Due by 7/31/2031 $5,959.02 Due by 10/31/2031	

TOWNSHIP OF VERNON

RESOLUTION #26-346

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 Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

_____

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

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, 2027 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 or noise complaints.

Livestock Complaints. The Provider shall not be responsible for investigating, enforcing, or responding to complaints involving livestock, including but not limited to cattle, horses, sheep, goats, swine, poultry, or other farm animals. All complaints involving livestock shall be referred to the New Jersey Department of Agriculture for investigation and any enforcement action deemed appropriate. The Provider may, at its sole discretion, assist the Recipient or the New Jersey Department of Agriculture with livestock-related incidents when circumstances warrant such assistance; however, nothing herein shall be construed as creating a duty or obligation for the Provider to respond to or investigate livestock complaints.

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 Township of 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 $75.00. 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 shown in Attachment "B":

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.

D. Animals Subject to Criminal or Civil Proceedings – Boarding Costs to be paid by the Recipient.

In the event that any animal originating from the Recipient's jurisdiction is held by the Provider and is the subject of a criminal or civil proceeding, and ownership of said animal is not transferred to the Provider within fourteen (14) days of intake, the Recipient shall be responsible for all applicable boarding, maintenance, and care costs (including veterinarian care).

Such costs shall be assessed on a per-day basis and shall be based upon the type of animal, the level of care required, and the circumstances necessitating the hold, including but not limited to quarantine.

All boarding and care fees shall be charged in accordance with the rates established in the Code of the Township of Vernon, § 250-15 (Animal Control), as may be amended from time to time.

As of 2026, the applicable daily rates are as follows:

- Dog boarding, maintenance, and care: $35.00 per day
- Dog quarantine (Including boarding, maintenance, and care): $60.00 per day
- Cat boarding, maintenance, and care: $25.00 per day
- Cat quarantine (Including boarding, maintenance, and care): $50.00 per day

The Provider shall invoice the Recipient for such costs, and payment shall be due within ninety (90) days of the Recipient's receipt of the invoice, in accordance with the terms of this Agreement.

ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT

A. Duration

The Provider agrees to provide the services named in Article II for Sixty (60) months from the date of this agreement. Said term of agreement is January 1, 2027 through December 31, 2031. 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:

_____

Dated:_____

Township of Vernon

_____

Dated: _____

Attest:

_____

Dated:_____

Borough of Hamburg

_____

Dated: _____

Attachment "A"

Vernon Township provides animal control services from 9:00 a.m. to 4:00 p.m., Monday through Saturday. Sunday coverage will be dependent upon staffing availability. Depending on staffing levels, calls received outside of regular business hours and on Sundays may be considered off-duty call-outs. The annual fee is based on the anticipated number of off-duty call-outs for the Recipient and includes up to twenty-four (24) off-duty call-outs per year. Any additional off-duty call-outs beyond the twenty-four (24) included in the annual fee will be billed at $100.00 per call-out. During regular working hours, Vernon Township will respond to animal control requests. During off-duty hours, the Recipient's Police Department and/or Vernon Township Animal Control Supervisor will determine whether a request constitutes an emergency requiring an immediate response or a non-emergency that can be addressed during the next regular workday.

Emergency situations include animal bites or scratches involving a person or another animal, situations where a person's safety is threatened, or circumstances where rabies exposure is suspected. Depending on the circumstances, many animal bites or scratches may only require notification to the on-call Animal Control Officer and may not require a physical response. Non-emergency matters, including barking complaints, dogs running at large when there is no immediate danger or harm, and sightings of wildlife such as skunks or raccoons, generally will be handled during regular business hours. Recurring problems, such as habitual dogs running loose, may be addressed through coordinated follow-up or targeted patrols rather than an immediate off-duty response. When there is uncertainty as to whether a situation constitutes an emergency, the matter will be treated as an emergency and Vernon Township will respond.

Attachment "B"

Borough of Hamburg Payment Schedule

2027: ($15,000.00)	**2028: ($15,750.00)**	**2029: ($16,537.50)**
$3,750.00 Due by 1/31/2027	$3,937.50 Due by 1/31/2028	$4,134.38 Due by 1/31/2029
$3,750.00 Due by 4/30/2027	$3,937.50 Due by 4/30/2028	$4,134.38 Due by 4/30/2029
$3,750.00 Due by 7/31/2027	$3,937.50 Due by 7/31/2028	$4,134.37 Due by 7/31/2029
$3,750.00 Due by 10/31/2027	$3,937.50 Due by 10/31/2028	$4,134.37 Due by 10/31/2029
2030: ($17,364.38)	**2031: ($18,232.60)**	
$4,341.10 Due by 1/31/2030	$4,558.15 Due by 1/31/2031	
$4,341.09 Due by 4/30/2030	$4,558.15 Due by 4/30/2031	
$4,341.09 Due by 7/31/2030	$4,558.15 Due by 7/31/2031	
$4,341.10 Due by 10/31/2030	$4,558.15 Due by 10/31/2031	

TOWNSHIP OF VERNON

RESOLUTION #26-347

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

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

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

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

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

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

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

1. The Mayor and Township Clerk are authorized to execute the attached shared services agreement between the Township of Vernon and the Township of Lafayette for animal control services.

2. A copy of said agreement will be attached to this resolution and held on file in the Office of the Township Clerk.

3. A certified copy this resolution shall be forwarded to the Mayor and Clerk of the Township of Lafayette.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

_____

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

ANIMAL CONTROL SHARED SERVICE AGREEMENT

BETWEEN THE TOWNSHIP OF VERNON AND THE TOWNSHIP OF LAFAYETTE

THIS AGREEMENT is entered into this 1st day of January, 2027 by and between:

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

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

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

ARTICLE I - SCOPE OF SERVICES

A. Authorization for service to be provided.

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

B. Responsibility

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

ARTICLE II – ACTIVITIES

A. Services to be Provided

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

Livestock Complaints. The Provider shall not be responsible for investigating, enforcing, or responding to complaints involving livestock, including but not limited to cattle, horses, sheep, goats, swine, poultry, or other farm animals. All complaints involving livestock shall be referred to the New Jersey Department of Agriculture for investigation and any enforcement action deemed appropriate. The Provider may, at its sole discretion, assist the Recipient or the New Jersey Department of Agriculture with livestock-related incidents when circumstances warrant such assistance; however, nothing herein shall be construed as creating a duty or obligation for the Provider to respond to or investigate livestock complaints.

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

E. TNR (Trap Neuter Release) Program

Vernon Animal Control may implement a TNR program within the Township of Lafayette. 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 Lafayette will be assessed $75.00. Vernon Township shall indicate in its annual reports the number of cats spayed/neutered in the Township of Lafayette 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 shown in Attachment "B":

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 Township of Lafayette 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.

D. Animals Subject to Criminal or Civil Proceedings – Costs to be paid by the Recipient.

In the event that any animal originating from the Recipient's jurisdiction is held by the Provider and is the subject of a criminal or civil proceeding, and ownership of said animal is not transferred to the Provider within fourteen (14) days of intake, the Recipient shall be responsible for all applicable boarding, maintenance, and care costs (including veterinarian care).

Such costs shall be assessed on a per-day basis and shall be based upon the type of animal, the level of care required, and the circumstances necessitating the hold, including but not limited to quarantine.

All boarding and care fees shall be charged in accordance with the rates established in the Code of the Township of Vernon, § 250-15 (Animal Control), as may be amended from time to time.

As of 2026, the applicable daily rates are as follows:

- Dog boarding, maintenance, and care: $35.00 per day
- Dog quarantine (Including boarding, maintenance, and care): $60.00 per day
- Cat boarding, maintenance, and care: $25.00 per day
- Cat quarantine (Including boarding, maintenance, and care): $50.00 per day

The Provider shall invoice the Recipient for such costs, and payment shall be due within ninety (90) days of the Recipient's receipt of the invoice, in accordance with the terms of this Agreement.

ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT

A. Duration

The Provider agrees to provide the services named in Article II for thirsty six (36) months from the date of this agreement. Said term of agreement is January 1, 2027 through December 31, 2029. 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:

_____

Dated:_____

Township of Vernon

_____

Dated: _____

Attest:

_____

Dated:_____

Township of Lafayette

_____

Dated: _____

Attachment "A"

Vernon Township provides animal control services from 9:00 a.m. to 4:00 p.m., Monday through Saturday. Sunday coverage will be dependent upon staffing availability. Depending on staffing levels, calls received outside of regular business hours and on Sundays may be considered off-duty call-outs. The annual fee is based on the anticipated number of off-duty call-outs for the Recipient and includes up to twenty-four (24) off-duty call-outs per year. Any additional off-duty call-outs beyond the twenty-four (24) included in the annual fee will be billed at $100.00 per call-out. During regular working hours, Vernon Township will respond to animal control requests. During off-duty hours, the Recipient's Police Department and/or Vernon Township Animal Control Supervisor will determine whether a request constitutes an emergency requiring an immediate response or a non-emergency that can be addressed during the next regular workday.

Emergency situations include animal bites or scratches involving a person or another animal, situations where a person's safety is threatened, or circumstances where rabies exposure is suspected. Depending on the circumstances, many animal bites or scratches may only require notification to the on-call Animal Control Officer and may not require a physical response. Non-emergency matters, including barking complaints, dogs running at large when there is no immediate danger or harm, and sightings of wildlife such as skunks or raccoons, generally will be handled during regular business hours. Recurring problems, such as habitual dogs running loose, may be addressed through coordinated follow-up or targeted patrols rather than an immediate off-duty response. When there is uncertainty as to whether a situation constitutes an emergency, the matter will be treated as an emergency and Vernon Township will respond.

Attachment "B"

Township of Lafayette payment schedule:

2027: ($11,450.00)	**2028: ($12,022.50)**	**2029: ($12,623.63)**
$2,862.50 Due by 1/31/2027	$3,005.63 Due by 1/31/2028	$3,155.91 Due by 1/31/2029
$2,862.50 Due by 4/30/2027	$3,005.63 Due by 4/30/2028	$3,155.91 Due by 4/30/2029
$2,862.50 Due by 7/31/2027	$3,005.62 Due by 7/31/2028	$3,155.91 Due by 7/31/2029
$2,862.50 Due by 10/31/2027	$3,005.62 Due by 10/31/2028	$3,155.90 Due by 10/31/2029

TOWNSHIP OF VERNON

RESOLUTION #26-348

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 Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

_____

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

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, 2027 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 or noise complaints.

Livestock Complaints. The Provider shall not be responsible for investigating, enforcing, or responding to complaints involving livestock, including but not limited to cattle, horses, sheep, goats, swine, poultry, or other farm animals. All complaints involving livestock shall be referred to the New Jersey Department of Agriculture for investigation and any enforcement action deemed appropriate. The Provider may, at its sole discretion, assist the Recipient or the New Jersey Department of Agriculture with livestock-related incidents when circumstances warrant such assistance; however, nothing herein shall be construed as creating a duty or obligation for the Provider to respond to or investigate livestock complaints.

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 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 Hardyston 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 $75.00. 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 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 shown on Attachment "B":

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 Township of Montague 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.

D. Animals Subject to Criminal or Civil Proceedings – Costs to be paid by the Recipient.

In the event that any animal originating from the Recipient's jurisdiction is held by the Provider and is the subject of a criminal or civil proceeding, and ownership of said animal is not transferred to the Provider within fourteen (14) days of intake, the Recipient shall be responsible for all applicable boarding, maintenance, and care costs (including veterinarian care).

Such costs shall be assessed on a per-day basis and shall be based upon the type of animal, the level of care required, and the circumstances necessitating the hold, including but not limited to quarantine.

All boarding and care fees shall be charged in accordance with the rates established in the Code of the Township of Vernon, § 250-15 (Animal Control), as may be amended from time to time.

As of 2026, the applicable daily rates are as follows:

- Dog boarding, maintenance, and care: $35.00 per day
- Dog quarantine (Including boarding, maintenance, and care): $60.00 per day
- Cat boarding, maintenance, and care: $25.00 per day
- Cat quarantine (Including boarding, maintenance, and care): $50.00 per day

The Provider shall invoice the Recipient for such costs, and payment shall be due within ninety (90) days of the Recipient's receipt of the invoice, in accordance with the terms of this Agreement.

ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT

A. Duration

The Provider agrees to provide the services named in Article II for sixty (60) months from the date of this agreement. Said term of agreement is January 1, 2027 through December 31, 2031. 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:

_____

Dated:_____

Township of Vernon

_____

Dated: _____

Attest:

_____

Dated:_____

Township of Montague

_____

Dated: _____

Attachment "A"

Vernon Township provides animal control services from 9:00 a.m. to 4:00 p.m., Monday through Saturday. Sunday coverage will be dependent upon staffing availability. Depending on staffing levels, calls received outside of regular business hours and on Sundays may be considered off-duty call-outs. The annual fee is based on the anticipated number of off-duty call-outs for the Recipient and includes up to twenty-four (24) off-duty call-outs per year. Any additional off-duty call-outs beyond the twenty-four (24) included in the annual fee will be billed at $100.00 per call-out. During regular working hours, Vernon Township will respond to animal control requests. During off-duty hours, the Recipient's Police Department and/or Vernon Township Animal Control Supervisor will determine whether a request constitutes an emergency requiring an immediate response or a non-emergency that can be addressed during the next regular workday.

Emergency situations include animal bites or scratches involving a person or another animal, situations where a person's safety is threatened, or circumstances where rabies exposure is suspected. Depending on the circumstances, many animal bites or scratches may only require notification to the on-call Animal Control Officer and may not require a physical response. Non-emergency matters, including barking complaints, dogs running at large when there is no immediate danger or harm, and sightings of wildlife such as skunks or raccoons, generally will be handled during regular business hours. Recurring problems, such as habitual dogs running loose, may be addressed through coordinated follow-up or targeted patrols rather than an immediate off-duty response. When there is uncertainty as to whether a situation constitutes an emergency, the matter will be treated as an emergency and Vernon Township will respond.

Attachment "B"

Township of Montague payment schedule

2027: ($16,850.00)	**2028: ($17,692.50)**	**2029: ($18,577.13)**
$4,212.50 Due by 1/31/2027	$4,423.13 Due by 1/31/2028	$4,644.29 Due by 1/31/2029
$4,212.50 Due by 4/30/2027	$4,423.13 Due by 4/30/2028	$4,644.28 Due by 4/30/2029
$4,212.50 Due by 7/31/2027	$4,423.12 Due by 7/31/2028	$4,644.28 Due by 7/31/2029
$4,212.50 Due by 10/31/2027	$4,423.12 Due by 10/31/2028	$4,644.28 Due by 10/31/2029
2030: ($19,506.00)	**2031: ($20,481.30)**	
$4,876.50 Due by 1/31/2030	$5,120.33 Due by 1/31/2031	
$4,876.50 Due by 4/30/2030	$5,120.33 Due by 4/30/2031	
$4,876.50 Due by 7/31/2030	$5,120.32 Due by 7/31/2031	
$4,876.50 Due by 10/31/2030	$5,120.32 Due by 10/31/2031	

TOWNSHIP OF VERNON

RESOLUTION #26-349

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 Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

_____

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

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, 2027 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 or noise complaints.

Livestock Complaints. The Provider shall not be responsible for investigating, enforcing, or responding to complaints involving livestock, including but not limited to cattle, horses, sheep, goats, swine, poultry, or other farm animals. All complaints involving livestock shall be referred to the New Jersey Department of Agriculture for investigation and any enforcement action deemed appropriate. The Provider may, at its sole discretion, assist the Recipient or the New Jersey Department of Agriculture with livestock-related incidents when circumstances warrant such assistance; however, nothing herein shall be construed as creating a duty or obligation for the Provider to respond to or investigate livestock complaints.

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 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 Hardyston 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 for each year of the Agreement is included in the annual sum (as described herein) for the TNR program; thereafter, each cat spayed/neutered for the TNR program in the Borough of Franklin will be assessed $75.00 per occurrence. 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 shown in attachment "B":

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.

D. Animals Subject to Criminal or Civil Proceedings – Costs to be paid by the Recipient.

In the event that any animal originating from the Recipient's jurisdiction is held by the Provider and is the subject of a criminal or civil proceeding, and ownership of said animal is not transferred to the Provider within fourteen (14) days of intake, the Recipient shall be responsible for all applicable boarding, maintenance, and care costs (including veterinarian care).

Such costs shall be assessed on a per-day basis and shall be based upon the type of animal, the level of care required, and the circumstances necessitating the hold, including but not limited to quarantine.

All boarding and care fees shall be charged in accordance with the rates established in the Code of the Township of Vernon, § 250-15 (Animal Control), as may be amended from time to time.

As of 2026, the applicable daily rates are as follows:

- Dog boarding, maintenance, and care: $35.00 per day
- Dog quarantine (Including boarding, maintenance, and care): $60.00 per day
- Cat boarding, maintenance, and care: $25.00 per day
- Cat quarantine (Including boarding, maintenance, and care): $50.00 per day

The Provider shall invoice the Recipient for such costs, and payment shall be due within ninety (90) days of the Recipient's receipt of the invoice, in accordance with the terms of this Agreement.

ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT

A. Duration

The Provider agrees to provide the services named in Article II for Sixty (60) months from the date of this agreement. Said term of agreement is January 1, 2027 through December 31, 2031. 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:

_____

Dated:_____

Township of Vernon

_____

Dated: _____

Attest:

_____

Dated:_____

Borough of Franklin

_____

Dated: _____

Attachment "A"

Vernon Township provides animal control services from 9:00 a.m. to 4:00 p.m., Monday through Saturday. Sunday coverage will be dependent upon staffing availability. Depending on staffing levels, calls received outside of regular business hours and on Sundays may be considered off-duty call-outs. The annual fee is based on the anticipated number of off-duty call-outs for the Recipient and includes up to twenty-four (24) off-duty call-outs per year. Any additional off-duty call-outs beyond the twenty-four (24) included in the annual fee will be billed at $100.00 per call-out. During regular working hours, Vernon Township will respond to animal control requests. During off-duty hours, the Recipient's Police Department and/or Vernon Township Animal Control Supervisor will determine whether a request constitutes an emergency requiring an immediate response or a non-emergency that can be addressed during the next regular workday.

Emergency situations include animal bites or scratches involving a person or another animal, situations where a person's safety is threatened, or circumstances where rabies exposure is suspected. Depending on the circumstances, many animal bites or scratches may only require notification to the on-call Animal Control Officer and may not require a physical response. Non-emergency matters, including barking complaints, dogs running at large when there is no immediate danger or harm, and sightings of wildlife such as skunks or raccoons, generally will be handled during regular business hours. Recurring problems, such as habitual dogs running loose, may be addressed through coordinated follow-up or targeted patrols rather than an immediate off-duty response. When there is uncertainty as to whether a situation constitutes an emergency, the matter will be treated as an emergency and Vernon Township will respond.

Attachment "B"

Borough of Franklin Payment Schedule

2027: ($14,750.00)	**2028: ($15,487.50)**	**2029: ($16,261.88)**
$3,687.50 Due by 1/31/2027 $3,687.50 Due by 4/30/2027 $3,687.50 Due by 7/31/2027 $3,687.50 Due by 10/31/2027	$3,871.88 Due by 1/31/2028 $3,871.88 Due by 4/30/2028 $3,871.88 Due by 7/31/2028 $3,871.88 Due by 10/31/2028	$4,065.47 Due by 1/31/2029 $4,065.47 Due by 4/30/2029 $4,065.47 Due by 7/31/2029 $4,065.47 Due by 10/31/2029
2030: ($17,074.97)	**2031: ($17,928.72)**	
$4,268.74 Due by 1/31/2030 $4,268.74 Due by 4/30/2030 $4,268.74 Due by 7/31/2030 $4,268.74 Due by 10/31/2030	$4,482.18 Due by 1/31/2031 $4,482.18 Due by 4/30/2031 $4,482.18 Due by 7/31/2031 $4,482.18 Due by 10/31/2031	

TOWNSHIP OF VERNON

RESOLUTION #26-350

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

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

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

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

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

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

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

1. The Mayor and Township Clerk are authorized to execute the attached shared services agreement between the Township of Vernon and the Borough of Ogdensburg for animal control services.

2. A copy of said agreement will be attached to this resolution and held on file in the Office of the Township Clerk.

3. A certified copy this resolution shall be forwarded to the Mayor and Clerk of the Borough of Ogdensburg.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

ANIMAL CONTROL SHARED SERVICE AGREEMENT

BETWEEN THE TOWNSHIP OF VERNON AND THE BOROUGH OF OGDENSBURG

THIS AGREEMENT is entered into this 1st day of January, 2027 by and between:

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

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

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

ARTICLE I - SCOPE OF SERVICES

A. Authorization for service to be provided.

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

B. Responsibility

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

ARTICLE II – ACTIVITIES

A. Services to be Provided

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

Livestock Complaints. The Provider shall not be responsible for investigating, enforcing, or responding to complaints involving livestock, including but not limited to cattle, horses, sheep, goats, swine, poultry, or other farm animals. All complaints involving livestock shall be referred to the New Jersey Department of Agriculture for investigation and any enforcement action deemed appropriate. The Provider may, at its sole discretion, assist the Recipient or the New Jersey Department of Agriculture with livestock-related incidents when circumstances warrant such assistance; however, nothing herein shall be construed as creating a duty or obligation for the Provider to respond to or investigate livestock complaints.

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

E. TNR (Trap Neuter Release) Program

Vernon Animal Control may implement a TNR program within the Borough of Ogdensburg. This method proves to be a humane and effective way to deal with cat colonies. Under this agreement, the fee for the first thirty-five (35) cats spayed/neutered is included for the TNR program; thereafter, each cat spayed/neutered for the TNR program in the Borough of Ogdensburg will be assessed $75.00. Vernon Township shall indicate in its annual reports the number of cats spayed/neutered in the Borough of Ogdensburg 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 shown on Attachment "B":

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 Ogdensburg 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.

D. Animals Subject to Criminal or Civil Proceedings – Costs to be paid by the Recipient.

In the event that any animal originating from the Recipient's jurisdiction is held by the Provider and is the subject of a criminal or civil proceeding, and ownership of said animal is not transferred to the Provider within fourteen (14) days of intake, the Recipient shall be responsible for all applicable boarding, maintenance, and care costs (including veterinarian care).

Such costs shall be assessed on a per-day basis and shall be based upon the type of animal, the level of care required, and the circumstances necessitating the hold, including but not limited to quarantine.

All boarding and care fees shall be charged in accordance with the rates established in the Code of the Township of Vernon, § 250-15 (Animal Control), as may be amended from time to time.

As of 2026, the applicable daily rates are as follows:

- Dog boarding, maintenance, and care: $35.00 per day
- Dog quarantine (Including boarding, maintenance, and care): $60.00 per day
- Cat boarding, maintenance, and care: $25.00 per day
- Cat quarantine (Including boarding, maintenance, and care): $50.00 per day

The Provider shall invoice the Recipient for such costs, and payment shall be due within ninety (90) days of the Recipient's receipt of the invoice, in accordance with the terms of this Agreement.

ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT

A. Duration

The Provider agrees to provide the services named in Article II for sixty months (60) from the date of this agreement. Said term of agreement is January 1, 2027 through December 31, 2031. 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:

_____

Dated:_____

Township of Vernon

_____

Dated: _____

Attest:

_____

Dated:_____

Borough of Ogdensburg

_____

Dated: _____

Attachment "A"

Vernon Township provides animal control services from 9:00 a.m. to 4:00 p.m., Monday through Saturday. Sunday coverage will be dependent upon staffing availability. Depending on staffing levels, calls received outside of regular business hours and on Sundays may be considered off-duty call-outs. The annual fee is based on the anticipated number of off-duty call-outs for the Recipient and includes up to twenty-four (24) off-duty call-outs per year. Any additional off-duty call-outs beyond the twenty-four (24) included in the annual fee will be billed at $100.00 per call-out. During regular working hours, Vernon Township will respond to animal control requests. During off-duty hours, the Recipient's Police Department and/or Vernon Township Animal Control Supervisor will determine whether a request constitutes an emergency requiring an immediate response or a non-emergency that can be addressed during the next regular workday.

Emergency situations include animal bites or scratches involving a person or another animal, situations where a person's safety is threatened, or circumstances where rabies exposure is suspected. Depending on the circumstances, many animal bites or scratches may only require notification to the on-call Animal Control Officer and may not require a physical response. Non-emergency matters, including barking complaints, dogs running at large when there is no immediate danger or harm, and sightings of wildlife such as skunks or raccoons, generally will be handled during regular business hours. Recurring problems, such as habitual dogs running loose, may be addressed through coordinated follow-up or targeted patrols rather than an immediate off-duty response. When there is uncertainty as to whether a situation constitutes an emergency, the matter will be treated as an emergency and Vernon Township will respond.

Attachment "B"

Borough of Ogdensburg payment schedule

2027: ($14,510.00)	**2028: ($15,235.50)**	**2029: ($15,997.28)**
$3,627.50 Due by 1/31/2027 $3,627.50 Due by 4/30/2027 $3,627.50 Due by 7/31/2027 $3,627.50 Due by 10/31/202	$3,808.88 Due by 1/31/2028 $3,808.88 Due by 4/30/2028 $3,808.87 Due by 7/31/2028 $3,808.87 Due by 10/31/2028	$3,999.32 Due by 1/31/2029 $3,999.32 Due by 4/30/2029 $3,999.32 Due by 7/31/2029 $3,999.32 Due by 10/31/2029
2030: ($16,797.14)	**2031: ($17,636.99)**	
$4,199.29 Due by 1/31/2030 $4,199.29 Due by 4/30/2030 $4,199.28 Due by 7/31/2030 $4,199.28 Due by 10/31/2030	$4,409.25 Due by 1/31/2031 $4,409.25 Due by 4/30/2031 $4,409.25 Due by 7/31/2031 $4,409.24 Due by 10/31/2031	

TOWNSHIP OF VERNON

RESOLUTION #26-351

CHAPTER 159 RESOLUTION REQUESTING APPROVAL OF REVENUE AND APPROPRIATION AMENDING THE 2026 BUDGET AS A REVENUE AND APPROPRIATION OF $3,469.22

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

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

WHEREAS, the Township has been awarded a $3,469.22 National Opioid Settlement Proceeds Grant; and wishes to amend its 2026 budget for the difference of the awarded amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Vernon hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2026 in the sum of $3,469.22 which is now available as a revenue,

BE IT FURTHER RESOLVED that a like sum of $3,469.22 is hereby appropriated under the caption National Opioid Settlement.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

_____

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

TOWNSHIP OF VERNON

RESOLUTION #26-352

A RESOLUTION OF THE GOVERNING BODY OF THE TOWNSHIP OF VERNON ESTABLISHING A HEALTH SAVINGS ACCOUNT (HSA) – ELIGIBLE HIGH-DEDUCTIBLE HEALTH PLAN (HDHP) AND PROVIDING FOR EMPLOYER/EMPLOYEE CONTRIBUTIONS FOR ELIGIBLE MUNICIPAL EMPLOYEES

WHEREAS, the Township of Vernon is committed to providing comprehensive and high-quality healthcare benefits to its eligible employees and their dependents; and

WHEREAS, the cost of providing traditional healthcare benefits continues to escalate, placing a significant and long-term financial strain on the municipal budget and taxpayers; and

WHEREAS, the Governing Body recognizes the fiscal necessity of implementing cost-containment strategies while concurrently providing employees with cost-effective alternatives and flexible plan design choices; and

WHEREAS, Health Savings Accounts (HSAs) paired with IRS-qualified High-Deductible Health Plans (HDHPs) are recognized as a viable healthcare model that empowers employees with ownership of their healthcare funds while helping the municipality manage premium costs; and

WHEREAS, the Township of Vernon desires to offer an HSA-compatible HDHP option to all active, eligible employees effective for the plan year beginning January 1, 2027.

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

1. **Establishment of Plan Option:** The Township of Vernon hereby approves the addition of a Health Savings Account (HSA)-compatible High-Deductible Health Plan (HDHP) to its active employee health benefits portfolio.
2. **Employer Seed/Contribution:** The Township of Vernon is authorized to make an annual employer contribution (50% deposited in January and 50% deposited in July) into the individual HSA account of each participating employee enrolled in the HDHP plan, structured as follows:
   - Employer Contribution: The employer will be depositing the employee's incentive portion of the 1/3 Township net savings healthcare incentive directly into the employee's HSA account. Not to exceed federal limits.
   - The employer contribution shall be prorated for employees hired mid-year and deposited in equal semi-annual installments.
3. **Employee Voluntary Contributions:** Enrolled employees shall be permitted to make voluntary pre-tax contributions to their individual HSA accounts through payroll deductions, subject to the maximum annual limits established by the Internal Revenue Service (IRS).
4. **Administrative Authority:** The Municipal Administrator, Chief Financial Officer (CFO), and/or Designated Human Resources Representative are hereby authorized and directed to execute any and

all documents, agreements with financial custodians, or plan design amendments necessary to implement this resolution.

5. **Effective Date:** This Resolution shall take effect immediately upon passage according to law.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

_____

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

TOWNSHIP OF VERNON

RESOLUTION #26-353

AUTHORIZING THE VERNON TOWNSHIP COUNCIL TO APPROVE A PERSON-TO-PERSON TRANSFER OF LIQUOR LICENSE #1922-36-011-003

WHEREAS, an application has been filed for a person-to-person transfer of a Hotel/Motel License #1922-36-011-003, for the purpose of changing the name of licensee wherein the sale, service and storage of alcoholic beverages are authorized; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Vernon does hereby approve, effective as of November 3, 2026 a person-to person transfer of the Hotel/Motel License #1922-36-011-003, located at 200 Route 94, Vernon, New Jersey to transfer from Stone Hill Recreation SPE LLC, to CSR OpCo LLC Inc. as delineated in the application form.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

_____

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

TOWNSHIP OF VERNON

RESOLUTION #26-354

AUTHORIZATION TO ENDORSE A TREATMENT WORKS APPROVAL APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR REPLACEMENT OF AN ON-SITE SEPTIC FIELD LOCATED AT THE LAMP POST INN, BLOCK 535 LOT 2

WHEREAS, the New Jersey Department of Environmental Protection ("NJDEP") is responsible for administering the Treatment Works Approval ("TWA") program, which establishes and implements minimum standards for building, installing, modifying, and operating treatment works; and

WHEREAS, N.J.A.C. 7:14A-22.2 and 22.3 requires the filing of a TWA permit application with the NJDEP for building or modifying a sewer connection or extension; and

WHEREAS, in accordance with N.J.S.A. 58:10A-1 et seq., a municipality must endorse such application for review by the NJDEP; and

WHEREAS, The Leonard Inn, LLC d/b/a The Lamp Post Inn is requesting approval for replacement of the onsite septic field for System located at Block 535 Lot 2 that will service an existing restaurant per plans submitted by Howard C. Bach III, dated 11/16/2025; and

WHEREAS, the Township Engineer has reviewed the plans submitted and recommends the Township Council endorse the submission per letter dated November 3, 2026.

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

1. The Township will endorse the submission of the TWA application for the aforesaid project.
2. The Township Mayor is hereby authorized to sign the TWA on behalf of the Township.
3. This Resolution shall be made a part of the application submitted to the NJDEP.
4. This Resolution shall take effect immediately upon adoption according to law.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

_____

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

HAROLD E. PELLOW & ASSOCIATES, INC.
CONSULTING ENGINEERS · PLANNERS · LAND SURVEYORS
ESTABLISHED 1969

HAROLD E. PELLOW, *PRESIDENT*
2022 Distinguished Engineering Service Award from the NJ Society of Professional Engineers
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NJ – P.E., NJ –P.P., NJ – C.M.E.

ANN PELLOW WAGNER
NJ – C.L.A., VA – C.L.A., PA – C.L.A.
(5/26/84 – 7/27/89)

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

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

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

November 3, 2026

MEMORANDUM TO: Mr. Anthony Rossi, Vernon Township Mayor

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

SUBJECT: **Treatment Works Approval (TWA)**
For The Lamp Post Inn
Located at 1601 Route 565, Block 535 Lot 2
Vernon Township, Sussex County
HPA No. 26-535

Dear Mayor:

I have reviewed a Treatment Works Approval (TWA) application and subsurface sewage disposal system plan that has been submitted for the proposed septic alteration at the Lamp Post Inn. A Treatment Works Approval (TWA) is required because the proposed system will receive a design flow greater than 2,000 gallons per day. Based on a review of the project plans and TWA application, I have no objection to the filing of the TWA permit application with the New Jersey Department of Environmental Protection. In order for the application to be submitted, governing body consent will be required. A resolution adopted by the Township Council will be required to permit you as the Mayor to sign the governing body consent form.

The signed the signed governing body consent form along with a copy of the Township Council resolution that gives you the authority to sign the TWA permit application should be returned to Howard C. Bach III, P.E.

If you have any questions regarding the TWA permit application or the consent that is needed for the application to be submitted to the NJDEP, please do not hesitate to contact me.

Very truly yours,

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

CLS:MJM:mjm
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\26-535 - LAMPOST INN TWA\ROSSI1.DOCX

cc: Tina Kraus, Vernon Township Business Administrator *(via email)*
Irene Mills, Vernon Township Administrative Clerk *(via email)*
Marcy Gianattasio, Vernon Township Clerk *(via email)*

State of New Jersey
Department of Environmental Protection
Division of Water Quality

Statements of Consent for TWA applications

Refer to the attached instructions and provide ALL applicable information. Please attach additional sheets if necessary.

1. General Information

Applicant/Owner/Operator: Brian Leonard

Name of Facility/Site/Project: The Lamp Post Inn

Street Address/Location: 1601 Route 565

City or Town: Sussex State: NJ Zip Code: 07461

2. Certification Checklist (i.e. Certifications Submitted with This Form)

Note: *Refer to this form's instructions for certification applicability.*

Certification A: Governing Body (i.e. municipality where project is located)

a. Certification(s) Submitted with this Form? ☑ Yes ☐ No

b. Number of Certifications Submitted with this Form? 1
(Note: More than one certification is required when multiple governing bodies are impacted by the project.)

Certification B: Sewerage Authority

a. Certification Submitted with this Form? ☐ Yes ☑ No

Certification C: Wastewater Conveyance System Owner

a. Certification(s) Submitted with this Form? ☐ Yes ☑ No

b. Number of Certifications Submitted with this Form? _____
(Note: More than one certification is required when multiple wastewater conveyance system owners are impacted by the project.)

Certification D: Wastewater Treatment Facility Owner

a. Certification Submitted with this Form? ☐ Yes ☑ No

Certification E: District Sludge Management Lead Planning Agency

a. Certification Submitted with this Form? ☐ Yes ☑ No

A. CERTIFICATION BY THE GOVERNING BODY (I.E. MUNICIPALITY WHERE PROJECT IS LOCATED)

Note: This certification is required for all TWA applications.

Name of Facility/Site/Project: The Lamp Post Inn

Certifying Statement:

"As an authorized representative of the below identified governing body, I hereby certify that the municipality or municipal authority consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of all municipal ordinances."

Vernon Township

Name of Municipality or Municipal Authority

Signature of Authorized Representative *

Date

Print or Type Name

Print or Type Position

Email

Telephone

* Authorization to sign for the agency:

Resolution #

Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

B. CERTIFICATION BY THE SEWERAGE AUTHORITY

Note: This certification is required when a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality.

Name of Facility/Site/Project: _____

Certifying Statement:

"As an authorized representative of the below identified agency, I hereby certify that the agency consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency."

_____
Name of Agency

_____ _____
Signature of Authorized Representative * Date

_____ _____
Print or Type Name Print or Type Position

_____ _____
Email Telephone

* Authorization to sign for the agency: _____ _____
Resolution # Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

C. CERTIFICATION BY THE WASTEWATER CONVEYANCE SYSTEM OWNER

Note: This certification must be completed by the owner/operator of the wastewater conveyance system into which the project named herein will directly connect.

Name of Facility/Site/Project: _____

Certifying Statement:

"By agreeing to accept wastewater from the project, I hereby certify that to the best of my knowledge the wastewater conveyance system, into which the project proposed under this application will connect, has adequate capacity in accordance with N.J.A.C. 7:14A-1.2 ("Adequate conveyance capacity"). Furthermore, I am not aware of inadequate conveyance capacity conditions in any portion of the downstream facilities necessary to convey the wastewater from this project to the treatment plant."

_____
Name of Municipality or Authority

_____ _____
Signature of Authorized Representative * Date

_____ _____
Print or Type Name Print or Type Position

_____ _____
Email Telephone

* Authorization to sign for the agency: _____ _____
Resolution # Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

D. CERTIFICATION BY THE WASTEWATER TREATMENT FACILITY OWNER

Notes: This certification is required for applications that include a sewer connection/extension. This certification must be completed by the owner of the wastewater treatment facility receiving the wastewater identified in this application.

Name of Facility/Site/Project: _____

Certifying Statement:

"I hereby certify that the committed flow to the below identified wastewater treatment plant does not exceed the presently permitted design capacity and, with the additional flow proposed by this application, the permitted design capacity is not anticipated to be exceeded. For the purposes of this certification, committed flow means the sum of the (1) actual metered flow, (2) flow from DEP approved TWA applications (not yet operational), and (3) flow from locally approved projects that do not require DEP approval. I further certify that the treatment plant is currently complying with its conventional and non-conventional NJPDES permit requirements (see N.J.A.C. 7:14A- 22.17(b)-(d), percent removal and toxicity requirements excluded from this certification) as determined by a rolling average of the three most recent monthly discharge monitoring reports that were required to be submitted to the Department as of this date, and based upon my assessment of all information pertinent to this permit request, is anticipated to continue to do so with the additional flow from this project."

_____ _____
Name of Wastewater Treatment Plant NJPDES Permit Number

_____
Name of Authority Accepting for Treatment

_____ _____
Signature of Authorized Representative * Date

_____ _____
Print or Type Name Print or Type Position

_____ _____
Email Telephone

* Authorization to sign for the agency: _____ _____
Resolution # Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

E. CERTIFICATION BY THE DISTRICT SLUDGE MANAGEMENT LEAD PLANNING AGENCY

Note: This certification is only required for applications that involve construction of residual management units at ultimate residuals management sites.

Name of Facility/Site/Project: _____

Certifying Statement:

"As an authorized representative of the below identified agency, I hereby certify that the agency consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency."

_____
Name of Agency

_____ _____
Signature of Authorized Representative * Date

_____ _____
Print or Type Name Print or Type Position

_____ _____
Email Telephone

* Authorization to sign for the agency: _____ _____
Resolution # Date

(Note: Submit the resolution with this certification. If no such resolution granting authority to sign exists, the full resolution, consenting to the project, must be submitted with this certification.)

State of New Jersey
Department of Environmental Protection
Division of Water Quality

Clear Form

Treatment Works Approval (TWA) Permit Application Form

Refer to the attached instructions and provide ALL applicable information.
Please Print or Type and attach additional sheets if necessary.

1. TYPE OF TWA

A) Please select the type of TWA permit action requested by this application:

- ☐ Stage II & III (Construct and Operate)
- ☑ Stage II (Construction Only)
- ☐ Stage III (Operate Only)
- ☐ N.J.A.C. 7:9A Septic System (i.e. Chapter 199)
  (If this option is selected, Section B is not needed. Proceed to Section C below.)
- ☐ Action on Existing TWA:
  Permit #: _____
  Action Type: ☐ Modification ☐ Reactivation

B) Please select the type of treatment works associated with this application (check all that apply):

- ☐ Wastewater Treatment System
- ☐ Pump Station / Force Main
- ☐ Holding Tank
- ☑ Onsite Subsurface Sewage Disposal System for a NJPDES Regulated Facility
- ☐ Collection / Conveyance Systems (e.g. Gravity)
- ☐ General Industrial Treatment Works
- ☐ Hauling / Diversion

C) For N.J.A.C. 7:9A TWA permit actions only (excluding modification), select one of the below TWA types:

- ☐ Deviation from Standard
- ☐ Design Flow
- ☐ Grinder Pump

2. APPLICANT/OWNER *

Applicant/Owner Name: The Leonard Inn LLC d/b/a The Lamp Post Inn
Mailing Address: 1601 Route 565
City or Town: Sussex State: NJ Zip Code: 07461
Responsible Official: Brian Leonard Title: Owner
Telephone: (917) 440-7644 Email: bcfd416@yahoo.com

Organization Type: ☐ City/Town ☐ County/Municipal ☐ Authority/District/Commission ☐ Utility ☐ State ☐ Federal ☐ Corporation ☑ LLC ☐ LP ☐ Other Private ☐ Other: _____

* *The applicant/owner is the eventual owner of the proposed treatment works and must complete Section 11, unless authority is given to the applicant's agent in Section 8.*

3. LOCATION OF ACTIVITY

Name of Facility/Site: The Lamp Post Inn

Street Address/Location: 1601 Route 565

City or Town: Sussex State: NJ Zip Code: 07461

Municipality: Vernon Township County: Sussex Block(s): 535 Lot(s): 2

Mailing Address (if different than facility street address):

City or Town: State: Zip Code:

4. NEW JERSEY LICENSED PROFESSIONAL ENGINEER

Name: Howard C Bach III, PE N.J. License No: 40217

Name of Firm if employee:

Mailing Address: PO Box 598

City or Town: Augusta State: NJ Zip Code: 07822

Telephone: (973) 383-6464 Email: hbachpe@gmail.com

5. ESTIMATED CONSTRUCTION COST AND APPLICATION FEE

A) Cost of treatment works proposed in this application: $ 166,000.00

* *Attach a breakdown of the cost of all items related to the construction of the proposed treatment works.*

B) Application Fee: $ 2,921.60

* *In accordance with N.J.A.C. 7:14A-22.25(d), made payable to Treasurer, State of NJ, Environmental Services Fund.*

6. PROJECT DESCRIPTION (Brief Description of Proposed Treatment Works and Intended Use)

This application is for a NJDES TWA for replacement of the on site sewage disposal system for an existing restaurant.

7. OTHER ASSOCIATED PERMITS OR APPROVALS

A) If any of the following applications have been submitted for this project, provide the applicable information:

Type	Application Status *(check one)*		Application Date	Number *(if available)*
	Pending	Approved*		
• Treatment Works Approval	☐	☐		
• Exemption From Sewer Ban	☐	☐		
• Water Quality Management Plan Amendment	☐	☐		
• CAFRA	☐	☐		
• Stream Encroachment	☐	☐		
• Freshwater Wetlands	☐	☐		
• Tidal or Coastal Wetlands	☐	☐		
• Waterfront Development	☐	☐		
• NJPDES Permits	☐	☐		
• Pinelands Approval or Certificate of Filing		☐		
• Highlands Preservation Area Approval		☐		
• Delaware & Raritan Canal Commission Approval		☐		
• Hackensack/Meadowlands Commission	☐	☐		
• Other Related Approvals	☐	☐		

* *If application is approved or a certificate of filing has been filed, check the box below. For any approval or certificate of filing, provide a copy of the approval or certificate of filing with this application.*

B) Is this project associated with funding from the New Jersey Infrastructure/Water Bank?

☐ Yes ☑ No

If responded 'Yes' to the question above…

i) Provide the H2Loans Project Number: _____

ii) Identify the status of NJDEP's review of resiliency requirements:

☐ Under NJDEP Review ☐ NJDEP Waiver Issued ☐ NJDEP Approval

8. APPLICANT'S AGENT (Optional)

The person listed below is authorized to act as agent/representative in all matters pertaining to this application.

Name: Howard C Bach III, PE Position: Engineer

Organization Name:

Mailing Address: PO Box 598

City or Town: Augusta State: NJ Zip Code: 07822

Telephone: (973) 383-6464 Email: hbachpe@gmail.com

Signature of Agent — Date: 10/14/2026

Signature of Applicant/Owner — Date: 10/14/2026

9. PROPERTY OWNER'S CERTIFICATION

"I hereby certify that I own the property identified in this application. As owner, I grant permission for the activity to be permitted under this application and authorize the Department of Environmental Protection to conduct on-site inspections, if necessary. If the construction activity will take place in an easement, I certify that with this application, I presently have or will obtain permission of the property owner(s) prior to initiation of construction of this proposed treatment works."

Signature of Property Owner — Date: 10/14/2026

Brian Leonard — Print or Type Name

Owner — Print or Type Position

bcfd415@yahoo.com — Email

(917) 440-7644 — Telephone

10. STATEMENT OF PREPARER OF PLANS, SPECIFICATIONS AND ENGINEER'S REPORT AND/OR ABSTRACT

"I hereby certify that the engineering plans, specifications, and engineer's report and/or abstract applicable to this project comply with the current rules and regulations of the Department of Environmental Protection with the exceptions as noted."

Signature of Engineer — Date: 10/14/2026

Howard C Bach III, PE — Print or Type Name

Print or Type Position

(973) 383-6464 — Telephone

hbachpe@gmail.com — Email

PROFESSIONAL ENGINEER'S EMBOSSED SEAL

11. CERTIFICATION BY APPLICANT/OWNER

Proper Construction and Operation Clause

"I, the Applicant/Owner, agree that the treatment works will be, or has been, properly constructed and will be operated in accordance with the engineering plans, specifications and conditions under which the approval is granted by the Department of Environmental Protection."

Application Certification Statement

"I certify, under penalty of law, that the information provided in this application and the attachments is true, accurate, and complete. I am aware that there are significant civil and criminal penalties for submitting false, inaccurate, or incomplete information, including fines and/or imprisonment."

Signature of Applicant/Owner	Date: 10/14/2026
Print or Type Name: Brian Leonard	Print or Type Position: Owner
Email: bcfd416@yahoo.com	Telephone: (917) 440-7644

New Jersey Department of Environmental Protection
Division of Water Quality
Bureau of Ground Water, Residuals, and Permit Administration
401 East State Street, Trenton, NJ 08625

SITE INFORMATION SHEET

General Permit Category: T1

Name and Address of Facility/Site:
Lamp Post Inn
1601 Route 565
Vernon, NJ 07461

NJPDES No: NJG0238627 **PI:** 649499

Location of the Facility:
Block: 170.14 Lot: 26

Municipality: Vernon Township County: Sussex County

Description of facility: The Lamp Post Inn is an existing restaurant with a total of 157 seats; this includes the following:

- 50 bar and high-top seats;
- 36 front restaurant seats;
- 15 booth area seats;
- 56 special event/overflow seats available.

Sanitary Sewage Generating Activities/Calculated Design Flow: 2,153 GPD
The facility submitted actual flow data representing the consecutive daily flow reading from 06/21/2025 through 10/06/2025, representing 108 consecutive days of flow data during peak season. This data revealed a maximum discharge of 1,510 GPD (07/10/2025) and an average + 50% of 1,593 GPD (avg = 1,062 GPD+ 50%).
The flow of 1,593 GPD represents the greater of the maximum value reported and the average value with a 50% safety factor. This data has been reviewed and a flow if 1,593 GPD has been accepted by the Department for flow associated with the restaurant only. In a meeting held 08/06/2026, the Department and representatives of the facility agreed that additional flow shall be added based on the special events. Based on the additional flow and the information provided, the Department has approves a flow of 2,153 GPD upon which the altered system shall be designed. This flow assessment is based on the following:

1. Accepted Actual Flow Data for normal Restaurant Use Only: 1,593 GPD
2. Additional Flow based on maximum one (1) special event per day with 56 seats available: 560 GPD
    a. 5 GPD per seat for food service; and
    b. 5 GPD/seat for public access restroom.

The total flow upon which the altered system shall be design is 2,153 GPD.

Onsite Wastewater Disposal Systems for Sanitary Wastewater:
The current system includes two septic tanks with capacities of 1,500 and 1,000 gallons, as well as two grease traps and requires alteration due to malfunction. The facility shall apply for a NJPDES TWA (issued consistent with N.J.A.C. 7:14A) for the alteration.

Since this facility is authorized under the T1 permit, any alteration requiring a TWA will require the incorporation of advanced treatment in the design of the system.

New Jersey Department of Environmental Protection
Bureau of Ground Water, Residuals, and Permit Administration
Division of Water Quality
PO Box 420 – Mail Code 401-02B
401 East State Street, Trenton, NJ 08625-0420
Phone: (609) 984-4428
Fax: (609) 777-0432

AUTHORIZATION TO DISCHARGE
T1 - Sanitary Subsurface Disposal (GP)

Facility Name: LAMP POST INN

Permit Number: NJG0238627 **PI ID #:** 649499

Facility Address:
1601 RT 565
VERNON, NJ 07461

Type of Activity: Ground Water General Permit Authorization Renewal

Owner
LAMP POST INN
1601 RT 565
SUSSEX, NJ 07461

Operating Entity
LAMP POST INN
1601 RT 565
SUSSEX, NJ 07461

Issuance Date:	**Effective Date:**	**Expiration Date:**
04/14/2025	07/01/2025	06/30/2030

Your Request for Authorization under NJPDES General Permit No. NJ0130281 has been approved by the New Jersey Department of Environmental Protection.

Date: 04/14/2025

Stephen Boyer, Section Chief
Bureau of Ground Water, Residuals, and Permit Administration
Division of Water Quality
New Jersey Department of Environmental Protection

Reset Form

WQM006A

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER QUALITY
BUREAU OF GROUND WATER, RESIDUALS, AND PERMIT ADMINISTRATION

ENGINEER'S REPORT FOR INDIVIDUAL SUBSURFACE SEWAGE DISPOSAL SYSTEMS

(SUPPLEMENT TO THE TREATMENT WORKS PERMIT APPLICATION FORM TWA-1)

1. Application Signed By: Brian Leonard Position: Owner
   Date of Application: 1/12/26

2. Engineering Plans and Specifications

   Name and Address of Engineering Firm: Howard C. Bach III, PO Box 598, Augusta, NJ 07822

   Prepared by: Howard C Bach III, PE, Licensed Engineer

   Plans Entitled: 2 SHEETS: PROPOSED ALTERATION TO SEWAGE DISPOSAL SYSTEM & DISPOSAL SYSTEM DETAILS

   Date of Plans: 11/16/25 Date of Last Revision: 09/20/26

3. Project Location: 1601 Route 565
   County: Sussex Municipality: Vernon Township
   Lot(s): 2 Block(s): 535

4. Class of Construction – Check all applicable categories.

   - ☐ New Construction
   - ☑ Alteration to an Existing System
   - ☐ Expansion
   - ☐ Change in Use
   - ☐ Other – Describe:

5. Type of Wastes:

   - ☑ Sanitary Sewage Only
   - ☐ Other – Specify:

6. Nature of facility to be served:

   - ☐ Residential – Indicate Number of Dwelling Units
   - ☑ Commercial / Institutional – Indicate Number of Commercial Units 1
     Specify Type of Establishment: Food Establishment
   - ☐ Other – Indicate Number of Units:
     Specify Type of Establishment:

7. Design Flow, GPD 2153

Method of Determination:
Method specified in N.J.A.C. 7:9A-7.4
(Specify criteria used: _____)
Actual Water Use Data
Other
Specify Method Used: Water meter readings
(Provide supporting documentation).

8. Indicate Reason Why Treatment Works Approval is Required:

☐ Design or construction of one or more components of the system will not be in conformance with N.J.A.C. 7:9A;

☐ System will serve more than one property, dwelling commercial unit or other realty improvement. Indicate the total number of realty improvements to be served: _____

☑ The proposed system will serve five or more realty improvements and/or receive a design flow greater than 2000 GPD, therefore, a New Jersey Pollutant Discharge Elimination system (NJPDES) permit will be required. Indicate NJPDES permit status below.

☑ NJPDES Permit Number: NJG0238627 Effective Date: 07/01/25 Expiration Date: 06/30/30

☐ NJPDES Permit Exemption – Date: _____

☐ System utilizes unproved technology or is otherwise experimental in nature:

☐ System is designed to provide wastewater treatment in order to meet effluent quality limitations or ground water quality standards as prescribed by applicable State or Federal regulations or statutes; or

☐ System will serve multiple units in a campground.

9. For applications which will not be regulated by NJPDES as indicated in Section 8 above, the following information must be provided:

a. For those aspects of design and construction which are covered by the Departments Standards for Individual Subsurface Sewage Disposal Systems (N.J.A.C. 7:9A), indicate below whether each aspect is in conformance with the Standards. Check "yes" if the standard listed has been complied with, "no" if the standard below has not been complied with, and "N/A" if the standard listed does not apply to the proposed design.

For all negative responses, attach a separate sheet or sheets with the question number, the reason for not conforming with the standard, and the information regarding the proposed designs ability to adequately treat and dispose of sewage.

General Requirements:

	Yes	No	N/A
Subchapter 4: Site Evaluation and System Location			
1. General provisions for site evaluation	☑	☐	☐
2. Location generally	☑	☐	☐
3. Distances	☑	☐	☐
4. Slope	☑	☐	☐
5. Surface Drainage	☑	☐	☐
6. Surface Flooding	☑	☐	☐
7. Freshwater wetlands	☐	☐	☑
8. Area reserved for sewage disposal	☑	☐	☐
Subchapter 5: Determination of Soil Suitability			
1. General provisions for the determination of soil suitability	☑	☐	☐
2. Requirements for soil profile pits and borings	☑	☐	☐
3. Terminology required for soil logs	☑	☐	☐
4. Criteria for determination of soil suitability	☑	☐	☐
5. Rock substrata	☐	☐	☑
6. Excessively coarse horizons and substrata	☐	☐	☑
7. Hydraulically restrictive horizons and substrata	☐	☐	☑
8. Criteria for recognition of zones and saturation	☐	☐	☑
9. Hydraulic head test	☐	☐	☑
10. Disturbed ground	☐	☐	☑
Subchapter 6: Permeability Testing			
1. General provisions for permeability testing	☑	☐	☐
2. Tube permeameter test	☐	☐	☑
3. Soil permeability class rating	☑	☐	☐
4. Percolation test	☐	☐	☑
5. Pit bailing test	☐	☐	☑
6. Piezometer test	☐	☐	☑
7. Basin flooding test	☐	☐	☑
Subchapter 7: General Design and Construction Requirements			
1. Design requirements	☑	☐	☐
2. Construction	☑	☐	☐
3. Types of Waste	☑	☐	☐
4. Volume of sanitary sewage	☑	☐	☐
5. Separate disposal of greywater and blackwater	☐	☐	☑
6. Type of system	☑	☐	☐
7. Building sewer	☑	☐	☐
Subchapter 8: Pretreatment Units			
1. Grease removal and high strength wastewater pretreatment components	☑	☐	☐
2. Septic Tanks	☑	☐	☐
3. Advanced wastewater pretreatment components	☑	☐	☐

Subchapter 9: Effluent Distribution Networks

1. General requirements for effluent distribution	☑	☐	☐
2. Dosing tanks	☑	☐	☐
3. Connecting and delivery pipes	☑	☐	☐
4. Distribution boxes	☑	☐	☐
5. Laterals; gravity distribution	☐	☐	☑
6. Pressure dosing networks	☑	☐	☐
7. Design procedure for pressure dosing networks	☑	☐	☐
8. Products in lieu of laterals and/or filter material	☐	☐	☑

Subchapter 10: Disposal Fields

1. General design requirements for disposal fields	☑	☐	☐
2. Disposal field sizing requirements	☑	☐	☐
3. Specific requirements for conventional disposal field installations	☐	☐	☑
4. Specific requirements for soil replacement disposal field installations	☑	☐	☐
5. Specific requirements for mounded disposal field installations	☐	☐	☑
6. Specific requirements for mounded soil replacement disposal field installations	☐	☐	☑
7. Interceptor drains	☐	☐	☑
8. Specific requirements for drip dispersal	☐	☐	☑

Subchapter 11: Seepage Pits

1. Site/soil requirements	☐	☐	☑
2. Design requirements	☐	☐	☑
3. Construction requirements	☐	☐	☑

b. If the proposed design will include wastewater treatment devices or other components not covered in the Department's Standards, indicate below what these components are, why they are being proposed, and what their function will be. Provide detailed plans and specifications for these components and include within the technical report for the project, performance data or other information relevant to the suitability of the component for the proposed use.

10. Engineer's Certification:

I hereby certify that all aspects of the design of this project comply with the requirements of the Department's standards for Individual Subsurface Sewage Disposal systems (N.J.A.C. 7:9A) with the exception of those aspects identified by a "no" response in section 9(a) or by the information which I have provided under item 9(b), above.

Signature of Design Engineer

Howard C Bach III 10/11/26

Name and Date (print)

Professional Engineer's Embossed Seal

11. Certification by the Administrative Authority or Authorized Agent of the Administrative Authority:

I hereby certify that the engineering plans and specifications referred to in section 2, above, have been reviewed by this agency and have been found to be in conformance with the requirements of local ordinances. I further certify that the design of the proposed system has been found to be in conformance with the requirements of N.J.A.C. 7:9A with the exception of those aspects identified in section 9, above. Based upon these determinations, this agency has determined that the design is approvable subject to the issuance of a Treatment Works Approval by the State Department of Environmental Protection.

Signature of Administrative Authority or Authorized Agent

Date

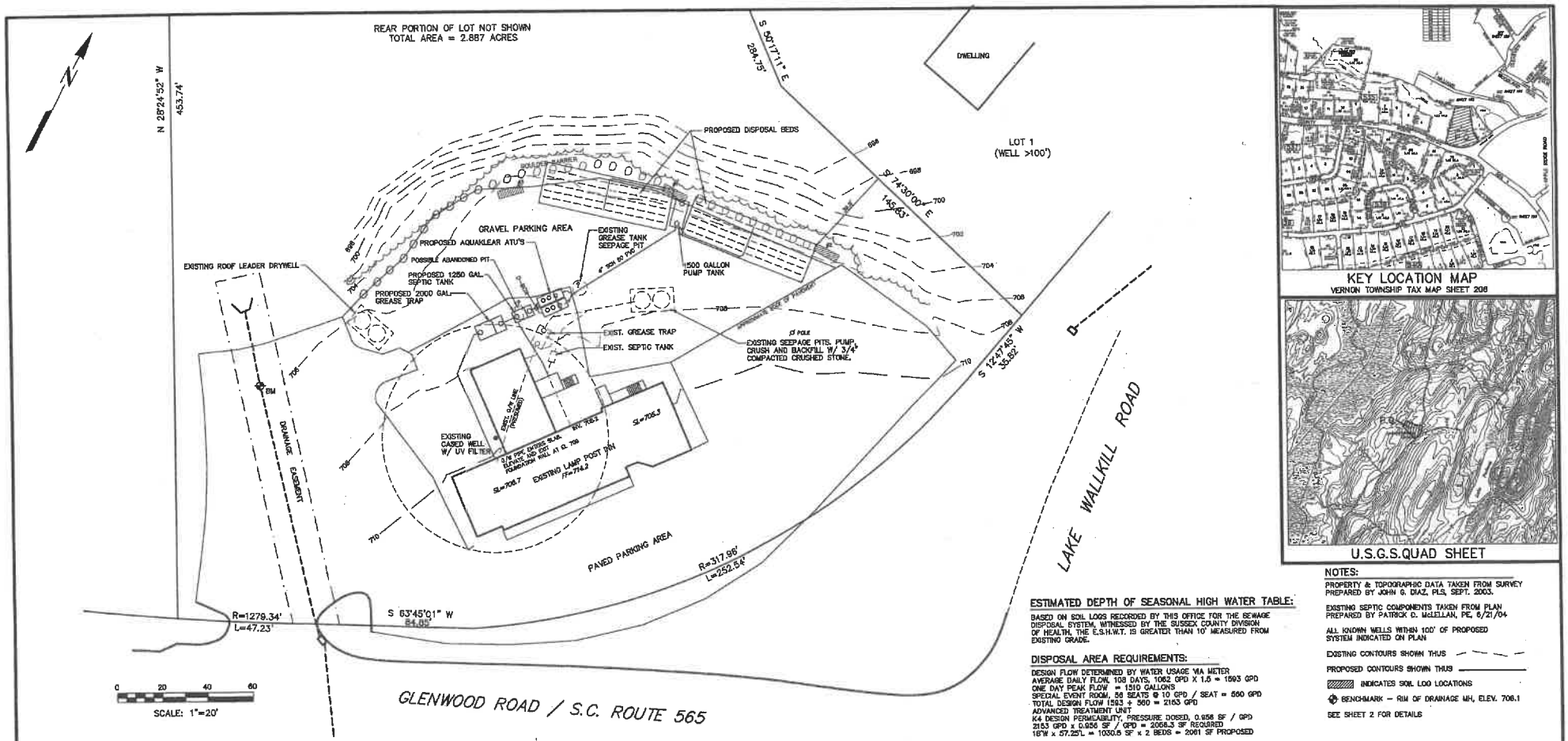
Name/Title: _____

Agency: _____

Address: _____

_____

Phone #: _____



KEY LOCATION MAP
VERNON TOWNSHIP TAX MAP SHEET 208

U.S.G.S.QUAD SHEET

NOTES:
PROPERTY & TOPOGRAPHIC DATA TAKEN FROM SURVEY PREPARED BY JOHN G. DIAZ, PLS, SEPT. 2003.

EXISTING SEPTIC COMPONENTS TAKEN FROM PLAN PREPARED BY PATRICK D. McLELLAN, PE, 6/21/04

ALL KNOWN WELLS WITHIN 100' OF PROPOSED SYSTEM INDICATED ON PLAN

EXISTING CONTOURS SHOWN THUS

PROPOSED CONTOURS SHOWN THUS

INDICATES SOIL LOG LOCATIONS

BENCHMARK – RIM OF DRAINAGE MH, ELEV. 708.1

SEE SHEET 2 FOR DETAILS

ESTIMATED DEPTH OF SEASONAL HIGH WATER TABLE:

BASED ON SOIL LOGS RECORDED BY THIS OFFICE FOR THE SEWAGE DISPOSAL SYSTEM, WITNESSED BY THE SUSSEX COUNTY DIVISION OF HEALTH. THE E.S.H.W.T. IS GREATER THAN 10' MEASURED FROM EXISTING GRADE.

DISPOSAL AREA REQUIREMENTS:

DESIGN FLOW DETERMINED BY WATER USAGE VIA METER
AVERAGE DAILY FLOW, 100 DAYS, 1062 GPD X 1.5 = 1593 GPD
ONE DAY PEAK FLOW = 1510 GALLONS
SPECIAL EVENT ROOM, 56 SEATS @ 10 GPD / SEAT = 560 GPD
TOTAL DESIGN FLOW 1593 + 560 = 2153 GPD
ADVANCED TREATMENT UNIT
K4 DESIGN PERMEABILITY, PRESSURE DOSED, 0.956 SF / GPD
2153 GPD x 0.956 SF / GPD = 2058.3 SF REQUIRED
16'W x 57.25'L = 1030.5 SF x 2 BEDS = 2061 SF PROPOSED

AQUAKLEAR AK10PT MAINTENANCE:

NJDEP REQUIRES SEMI-ANNUAL MAINTENANCE OF ADVANCED TREATMENT SYSTEMS. PRIOR TO ISSUANCE OF CERTIFICATE OF COMPLIANCE, THE MAINTENANCE AGREEMENT SHALL BE FORWARDED TO THE SUSSEX COUNTY HEALTH DEPARTMENT & AQUAKLEAR OF NEW JERSEY. THE MAINTENANCE AGREEMENT SHALL BE TRANSFERED TO, AND RENEWAL REQUIRED FOR ALL SUBSEQUENT OWNERS FOR THE LIFE OF THE SYSTEM.

MAINTENANCE SHALL BE PERFORMED BY A CERTIFIED AQUAKLEAR MAINTENANCE CONTRACTOR.

AQUAKLEAR AK10PT INSTALLATION NOTES:

TREATMENT UNIT TO BE PLACED ON VIRGIN GROUND, THOROUGHLY COMPACTED AND LEVEL IN AREAS OF DISTURBED GROUND, EXCAVATE TO NATIVE SOILS AND PLACE TANK ON 6" MIN BEDDING OF CRUSHED STONE.

IN ROCK FORMATIONS, PLACE AND COMPACT MINIMUM 6" OF 3/4" CRUSHED STONE BEDDING AND COMPACT.

MAXIMUM BURIAL DEPTH IS 40" MEASURED FROM TOP OF INLET PIPE. DEEPER BURIAL DEPTHS GREATER THAN 40" MAY BE PERMITTED USING NON WATER BEARING FOAM ABOVE THE TANK WITH APPROVAL OF THE ENGINEER AND AQUAKLEAR OF NEW JERSEY.

COMPRESSOR MUST BE LOCATED AT AN ELEVATION ABOVE THE TOP OF THE TREATMENT TANK IN AN AREA WHERE STANDING WATER WILL NOT ACCUMULATE. COMPRESSOR TO BE COVERED WITH THE PROVIDED DECORATIVE ROCK COVER.

THERE IS NO MINIMUM OR MAXIMUM BURIAL DEPTH FOR PEX AIR PIPING FOR THE COMPRESSOR.

AQUAKLEAR & PUMP TANK WIRING NOTES:

THE CONTROL PANEL SHALL BE POST OR WALL MOUNTED AT AN ELEVATION ABOVE ANY POTENTIAL SNOW ACCUMULATION.

THE COMPRESSOR SHALL BE CONNECTED TO THE AQUAKLEAR CONTROL PANEL. COMPRESSOR SHALL BE HARD WIRED TO THE AQUAKLEAR CONTROL PANEL.

CONTROL PANEL AND ANY SUBSEQUENT PUMP ALARMS SHALL BE CONFIGURED TO CONTACT THE MAINTENANCE PROVIDER IN CASE OF PRESSURE LOSS, DISCONNECTION OR HIGH WATER ALARM IN PUMP CHAMBER.

A DISCONNECT IN THE VICINITY OF THE CONTROL PANELS MUST BE PROVIDED AND SERVICE BOTH THE AQUAKLEAR PANEL AND PUMP CONTROL PANEL.

NO HOLES SHALL BE DRILLED IN THE DECORATIVE ROCK COMPRESSOR COVER. ALL WIRING TO BE ROUTED UNDER THE EDGE OF THE COVER TO FACILITATE REMOVAL OF THE COVER AND ACCESS TO THE COMPRESSOR PUMP.

ALL WIRING SHALL BE ENCASED IN CONDUIT. ANY CONDUITS THAT PENETRATE THE PUMP TANK SHALL BE SEALED AT THE ENDS IN THE TANK AND CONTROL BOX.

ANY DEVIATION FROM ABOVE MAY RESULT IN A DELAY IN PROCESSING THE CERTIFICATE OF COMPLIANCE.

CERTIFIED CONTRACTOR NOTE:

THE AQUAKLEAR UNIT TO BE INSTALLED ONLY BY CONTRACTORS WHO HAVE OBTAINED CERTIFICATION FOR INSTALLATION BY AQUAKLEAR OF NEW JERSEY

CONSTRUCTION NOTIFICATION:

CONTRACTOR TO NOTIFY NJDEP 7 DAYS IN ADVANCE PRIOR TO CONSTRUCTION VIA EMAIL AT ch193@dep.state.nj.us

TANK TESTING & LABELLING NOTES:

SEPTIC, PUMP & GREASE TANK SHALL BE VACUUM TESTED BY MANUFACTURER ON SITE AFTER INSTALLATION IN ACCORDANCE WITH ASTM C-1227 OR NPCA PRECAST CONCRETE ON-SITE WASTEWATER TANK BEST PRACTICES MANUAL.
CONCRETE TANK MANUFACTURER TO PROVIDE CERTIFICATION OF SAME AFTER DELIVERY, INSTALLATION AND SUCCESSFUL TESTING.
TREATMENT TANK WATER TESTED FOR TIGHTNESS UPON COMPLETION OF MANUFACTURING. NO FURTHER ON-SITE TESTING REQUIRED.
A PERMANENT, NON-CORROSIVE MARKER A MINIMUM OF SIX (6) SQUARE INCHES SHALL BE ATTACHED TO BOTTOM OF MANHOLE COVER OR MOUNTED TO RISER IMMEDIATELY BELOW THE COVER INDICATING: ADMINISTRATIVE AUTHORITY AND PERMIT # UNDER WHICH THE SYSTEM WAS INSTALLED, DATE OF INSTALLATION, TYPE OF SYSTEM AND TOTAL DESIGN CRITERIA IN GALLONS PER DAY.
SET TANK MINIMUM 10' FROM FOUNDATION AND CONNECT TO PUMP TANK W/ 4" SCH. 40 PVC @ 1/4" PER FOOT.

EFFLUENT FILTER NOTES:

INSTALL TWO TUF-TITE EFFLUENT FILTERS MODEL TB-6 OR EQUAL 6" MIN. DIAM. FILTER W/ 1/16" FILTRATION & NSF 46 CERT.
INSTALL FILTERS IN PARALLEL IN 2ND CHAMBER OF 1250 GAL TANK.

PRETREATMENT TANK:

1/2 – 2/3 OF DESIGN FLOW
2153 GAL x 0.5 = 1077 GAL MIN
2153 GAL x 0.67 = 1443 GAL
USE 1250 GAL 2-COMPARTMENT CONCRETE TANK

TREATMENT TANK REQUIREMENTS:

TOTAL DESIGN FLOW = 2153 GPD
AQUAKLEAR ATU MODEL AK10PT = 1000 GPD TREATMENT
TWO UNITS, 1000 GPD x 2 = 2000 GPD x 110% = 2200 GPD

GREASE TRAP REQUIREMENTS:

Q=(D) x (HR/2) x 12.5 x (LF)
D=NUMBER OF SEATS
157 SEATS AT 38 GAL/SEAT = 5495 GAL
DESIGN LOAD = 2153 GPD
CORRECTION FACTOR 2153 GAL / 5495 GAL = .39
157 SEATS x .39 = 62 SEAT EQUIVALENT

HR=HOURS OF OPERATION = 10.5 HOURS
LF=LOAD FACTOR = 0.5 (OTHER HIGHWAYS)

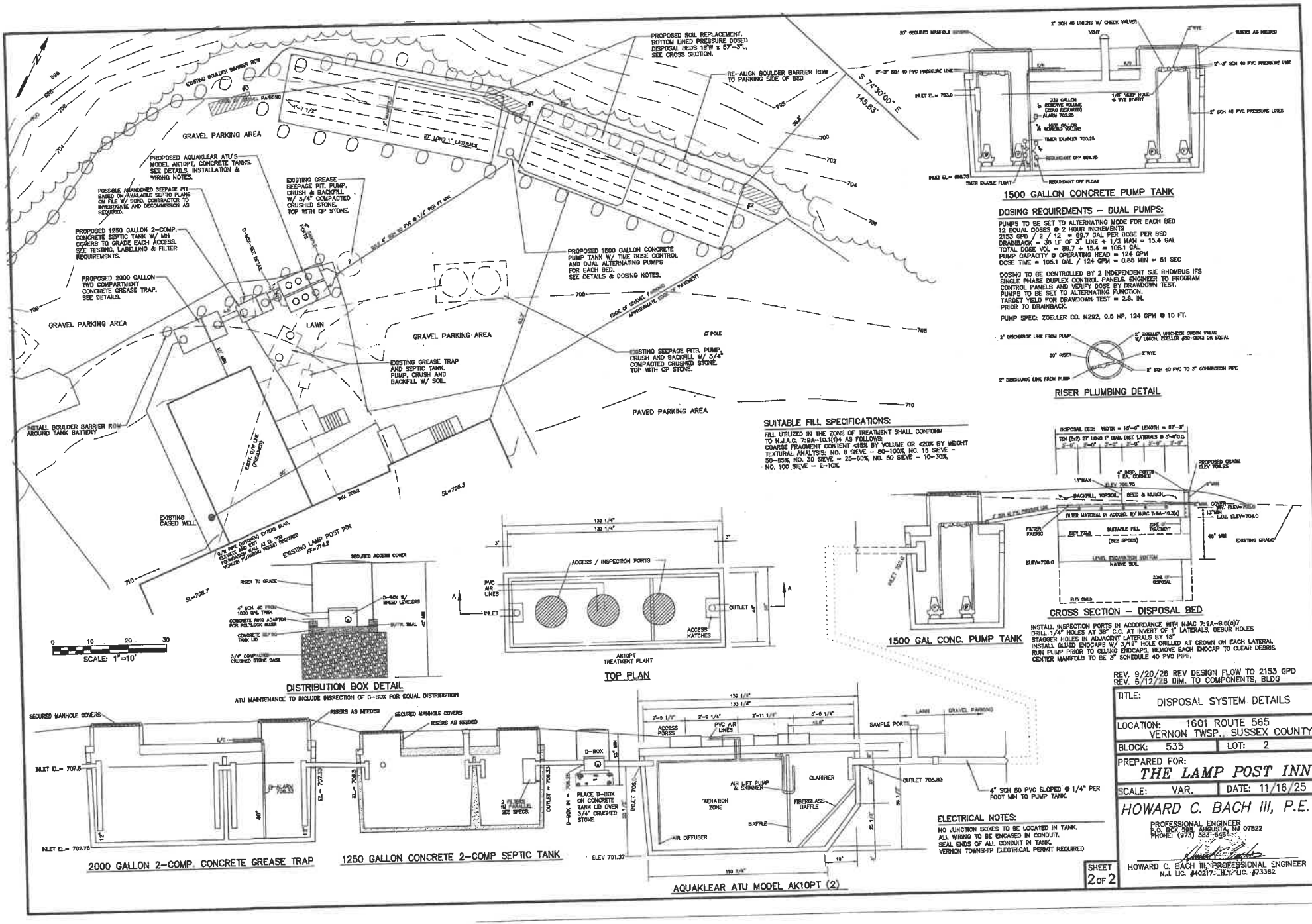
Q=62 x (10.5 / 2) x 12.5 x 0.5 = 2034 GALLONS
USE COMMERCIALLY AVAILABLE 2000 GALLON
2 COMPARTMENT GREASE TRAP

REV. 9/20/28 REV DESIGN FLOW TO 2153 GPD
REV. 6/12/26 FLOW CALCS, GROUND WATER FLOW

TITLE:	PROPOSED ALTERATION TO SEWAGE DISPOSAL SYSTEM
LOCATION:	1601 ROUTE 565 VERNON TWSP., SUSSEX COUNTY
BLOCK: 535	LOT: 2
PREPARED FOR:	THE LAMP POST INN
SCALE: 1"=20'	DATE: 11/16/25

HOWARD C. BACH III, P.E.
PROFESSIONAL ENGINEER
P.O. BOX 568, AUGUSTA, NJ 07822
PHONE: (973) 383-6464

HOWARD C. BACH III, PROFESSIONAL ENGINEER
N.J. LIC. #40217 N.Y. LIC. #73382



REV. 9/20/26 REV DESIGN FLOW TO 2153 GPD
REV. 6/12/26 DIM. TO COMPONENTS, BLDG

TITLE: DISPOSAL SYSTEM DETAILS

LOCATION: 1601 ROUTE 565
VERNON TWSP., SUSSEX COUNTY

BLOCK: 535 LOT: 2

PREPARED FOR:
THE LAMP POST INN

SCALE: VAR. DATE: 11/16/25

HOWARD C. BACH III, P.E.
PROFESSIONAL ENGINEER
P.O. BOX 568, AUGUSTA, NJ 07822
PHONE: (973) 383-6484
HOWARD C. BACH III, PROFESSIONAL ENGINEER
N.J. LIC. #40217 N.Y. LIC. #73382

SHEET 2 OF 2

TOWNSHIP OF VERNON

RESOLUTION #26-355

AUTHORIZE THE AWARD OF A REQUIRED DISCLOSURE CONTRACT WITH CONTINENTAL FIRE & SAFETY LLC FOR FIREMATIC RESCUE EQUIPMENT

WHEREAS, the Township Fire Department has a need to purchase certain Firematic Rescue Equipment and maintenance of same; and

WHEREAS, the Township has obtained multiple quotes in accordance with a N.J.S.A. 40A:11-6.1; and

WHEREAS, Continental Fire & Safety LLC, 2740 Kuser Rd., Hamilton, N.J. 08691, has provided quotes, deemed the most advantageous, price and other factors considered, in the aggregate amount of $18,968.00, in excess of the pay to play threshold of $17,500.00; and

WHEREAS, Continental Fire & Safety LLC, has completed and submitted a Business Entity Disclosure Certification and a Personal Contribution Disclosure form which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the *Township of* Vernon in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Vernon authorizes the Mayor to enter into a contract with Continental Fire & Safety LLC, 2740 Kuser Rd., Hamilton, N.J. 08691, as a required disclosure award in the amount of $18,968.00, for Firematic Rescue Equipment and Maintenance.

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and Personal Contribution Disclosure form, Determination of Value be placed on file with this resolution.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

_____

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

QUOTE

2740 KUSER ROAD
HAMILTON, NJ 08691
800-313-1846 - Info@contfire.com

Date	Estimate #
9/28/2026	26-1977

Name / Address
VERNON TOWNSHIP 21 CHURCH STREET VERNON, NJ. 07462 ATTN: JOHN COSH

Terms	Rep	Project
Net 30	JP	

PN	Description	Qty.	Rate	Total
EBFCC-28-18V	TNT EBFCC-28 STORM SURGE BATTERY COMBI-TOOL MILWAUKEE 18V PLATFORM INCLUDES (2) BATTERIES AND DUAL CHARGER	1	11,875.00	11,875.00
SHIPPING.	SHIPPING & HANDLING	1	125.00	125.00

Due to inconsistent pricing from our vendors we reserve the right to adjust pricing at any time.

Total: $12,000.00

www.contfire.com

A 3% SERVICE FEE WILL BE ADDED ON CREDIT CARD PURCHASES OF $1000.00 OR MORE

QUOTE

2740 KUSER ROAD
HAMILTON, NJ 08691
800-313-1846 - Info@contfire.com

Date	Estimate #
9/29/2026	26-1990

Name / Address
VERNON TOWNSHIP 21 CHURCH STREET VERNON, NJ. 07462 ATTN: JOHN COSH

Terms	Rep	Project
Net 30	JP	

PN	Description	Qty.	Rate	Total
	2026 TNT ANNUAL SERVICE			
TNT PORT POWER UNIT...	TNT PORTABLE POWER UNIT ANNUAL SERVICE	6	325.00	1,950.00
TNT BATT TOOL SVC	TNT BATTERY TOOL ANNUAL SERVICE	3	289.00	867.00
TNT TWIN LINE TOOL SVC	TNT TWIN LINE TOOL ANNUAL SERVICE	14	289.00	4,046.00
TRAVEL CHARGE.	TRAVEL CHARGE - PER HOUR	1	105.00	105.00

Due to inconsistent pricing from our vendors
we reserve the right to adjust pricing at any time.

Total: $6,968.00

www.contfire.com

A 3% SERVICE FEE WILL BE ADDED ON CREDIT CARD PURCHASES OF $1000.00 OR MORE

TOWNSHIP OF VERNON

RESOLUTION #26-356

RESOLUTION CALLING FOR THE RESIGNATION OF MAYOR ANTHONY ROSSI

WHEREAS, Vernon taxpayers deserve transparent, accountable, and responsible management of their money; and

WHEREAS, Mayor Anthony Rossi's statements regarding the employee census, including his stated intention to stop providing it as a public document, raise serious concerns about the availability of information necessary to understand municipal personnel expenditures; and

WHEREAS, the Mayor's characterization of public budget discussions as "public political theatrics" and his expressed preference for a closed-door session raise concerns about transparency in the preparation of the municipal budget; and

WHEREAS, the Mayor's conduct toward members of the Township Council who seek information and exercise their oversight responsibilities has further undermined the spirit of cooperation and accountability that taxpayers deserve;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Vernon that the Council calls upon Mayor Anthony Rossi to resign from office; and

BE IT FURTHER RESOLVED that the Township Council reaffirms its commitment to open government, public access to municipal financial information as provided by law, and a budget process that puts Vernon taxpayers first.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Meeting held on November 9, 2026 at 7:00 pm in the Vernon Municipal Center.

_____

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Contino, C.						
Ooms S.						
Rizzuto P.						
Sparta B.						
Higgins, W.						

TOWNSHIP OF VERNON

ORDINANCE #26-25

AN ORDINANCE ACCEPTING THE DEDICATION OF A PORTION OF BLOCK 391, LOT 11 FROM VINTAGE CLOTHES, LLC FOR ANNEXATION TO AND INCLUSION IN BLACK CREEK DRIVE, AND AUTHORIZING THE ACCEPTANCE AND RECORDING OF THE RELATED DEED

WHEREAS, the Township of Vernon Land Use Board, by resolution adopted on March 22, 2023, and memorialized on April 26, 2023, in the matter of FW Webb/Vintage Clothes, LLC, Application Number LU # 2-23-2, granted preliminary and final site plan approval with a parking variance for the property known as Block 391, Lot 11, located at 6 Black Creek Drive in the Town Center Light Industrial (TCLI) Zone; and

WHEREAS, Condition No. 13 of said Land Use Board resolution requires that "The Applicant shall dedicate a southeast corner of the property which overlaps onto Township land"; and

WHEREAS, consistent with said condition of approval and for the purpose of road widening, Vintage Clothes, LLC has executed a Deed dated September 29, 2026, conveying to the Township of Vernon a portion of Block 391, Lot 11, containing approximately 333 square feet (0.008 acres), as more particularly described in Schedule A of said Deed, the purpose of which is to convey and dedicate said portion for road use to be annexed to and become a part of Black Creek Drive, a 50-foot wide right-of-way owned by the Township; and

WHEREAS, N.J.S.A. 40:67-1(b) authorizes the governing body of every municipality to make, amend, repeal, and enforce ordinances to accept any street, highway, lane, alley, square, beach, park, or other place, or any part thereof, dedicated to public use, and thereafter improve and maintain the same; and

WHEREAS, formal acceptance by ordinance of the dedicated lands is required to consummate the dedication, perfect title in the Township for public road purposes, and authorize annexation of the parcel to the existing public right-of-way of Black Creek Drive; and

WHEREAS, the Township Council finds that acceptance of said dedication is in the public interest, advances the purposes of the approved site plan, eliminates the identified deed overlap, and is consistent with the Township's ownership and maintenance of Black Creek Drive;

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

SECTION 1. The Township of Vernon hereby accepts the dedication of the portion of Block 391, Lot 11, Township of Vernon, County of Sussex, State of New Jersey, containing approximately 333 square feet (0.008 acres), as more particularly described in Schedule A of the Deed dated September 29, 2026, executed by Vintage Clothes, LLC, a New Jersey limited liability company, to the Township of Vernon, which description is incorporated herein by reference, for public road use and annexation to and inclusion as part of Black Creek Drive, a public right-of-way.

SECTION 2. The Mayor is hereby authorized and directed to accept the Deed dated September 29, 2026, from Vintage Clothes, LLC on behalf of the Township of Vernon. The Township Clerk is hereby authorized and directed to record the Deed, together with a certified copy of this Ordinance and any required map showing the location, bounds, and dimensions of the accepted parcel, in the Office of the Sussex County Clerk in accordance with N.J.S.A. 40:67-2.

SECTION 3. Upon recording, the dedicated parcel shall be and become a part of the public right-of-way known as Black Creek Drive. The Township shall have jurisdiction over the same and shall thereafter improve and maintain it as part of the public roadway system, consistent with N.J.S.A. 40:67-1(b).

SECTION 4. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5. If any section, paragraph, subdivision, clause, or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause, or provision so adjudged, and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 6. This Ordinance shall take effect upon final passage and publication as required by law, and upon the recording of the Deed and this Ordinance as provided herein.

NOTICE

PLEASE TAKE NOTICE that the foregoing Ordinance was introduced and passed on first reading at a meeting of the Township Council of the Township of Vernon held on the ____ day of _____, 2026, and that said Ordinance will be further considered for final passage at a meeting of the Township Council to be held on the ____ day of _____, 2026, at ____ p.m., or as soon thereafter as the matter may be reached, at the Vernon Township Municipal Building, 21 Church Street, Vernon, New Jersey, at which time and place all persons interested will be given an opportunity to be heard concerning the same.

_____

Township Clerk

RESOLUTION
Township of Vernon
Land Use Board
In the Matter of FW Webb/Vintage Clothes, LLC
Application Number LU # 2-23-2
Decided on March 22, 2023
Memorialized on April 26, 2023
Preliminary and Final Site Plan Approval with a Parking Variance

WHEREAS, FW Webb/Vintage Clothes, LLC (hereinafter the "Applicant") has made application to the Vernon Land Use Board for preliminary and final site plan approval for property known as Block 391, Lot 11 as shown on the Tax Map of the Township of Vernon, located at 6 Black Creek Road in the Town Center Light Industrial (TCLI) Zone (hereinafter the "Subject Property"); and,

WHEREAS, a public hearing was held on March 22, 2023, after the Board determined it had jurisdiction; and,

WHEREAS, the Applicant was represented by Roger W. Thomas, Esq.

NOW THEREFORE, the Land Use Board makes the following findings of fact, based on evidence presented at its public hearing, at which a record was made.

The application before the Board is a request for preliminary and final site plan approval to install a concrete storage pad in the rear yard for retail and storage in conjunction with the existing commercial building on the Subject Property.

Appearing on behalf of the Applicant was Roger W. Thomas, Esq. Mr. Thomas provided an overview of the application. He stated that there is an existing building on the property. The purpose of the application is to expand the storage pad on the exterior of the premises.

The first witness was D. Andrew McBeth, President of Greenleaf Construction, the construction management, permitting and design manager for the proposed project.

Mr. McBeth stated the business is a wholesale plumbing and HVAC distributor business. Previously, the business was owned by Master Supply. It was purchased by the Applicant in 2017. The business has ten (10) employees. The business markets to plumbers and mechanical contractors. Materials are picked up by the purchaser or delivered to the purchaser. There is a small office and a small warehouse sales desk. There is also warehouse storage.

Mr. McBeth testified that the business has grown. The Applicant wants to expand to store appropriate products outdoors such as oil tanks and PVC piping. The business operates from 7:00 to 5:00 Monday through Friday and 8:00 to 12:00 on Saturday. There will be no change to the operating hours. Currently, there are ten (10) employees. It is anticipated the number of employees will expand to 12 to 15 after the expansion.

Currently there are three (3) parking spaces at the wholesale entrance and parking on the side for employees. There is additional parking in the front of the premises for wholesale customers. To date, the parking has been sufficient.

Currently there is front lighting, flood lights, downlights and boxes on the building. The lighting has been adequate.

There is a central distribution truck which delivers one (1) time per week. There are other deliveries during the week. There are also pick-ups by customers. Typically there are 25-50 customers on a busy day and 25 customers on a slower day. The Applicant has a box truck which makes 2 or 3 runs per day and a pick-up truck which makes 1 to 2 runs a day. The average stay of customers at the premises is 5 to 10 minutes, although customers may stay as long as 30 minutes.

Exhibit A-1 was introduced which was six (6) photographs of the premises. These are the same photographs which were part of the application. Mr. McBeth reviewed the modifications

which are proposed. New plants will be planted in the front. The building will be painted to clean it up.

Exhibit A-2 was introduced which are google earth photos. The photos show that the building is in character for the neighborhood.

Exhibit A-3 was introduced which are photographs of storage pads at other facilities owned by the Applicant. The photos showed how storage is typically handled.

It was stated that black vinyl chain link fence with black slats will be installed around the storage yard, with the exception of the rear where the existing chain link fence will remain. Mr. McBeth testified the chain link fencing is more durable and holds up better than vinyl or other similar fences. One (1) container box will be removed. Two (2) container boxes will remain. It was testified that there will be no barbwire.

Emmanual Vasilescu, P.E. was qualified as an expert witness. He is the Applicant's engineer. Mr. Vasilescu reviewed the existing conditions shown on Sheet 2 of the application. The property is approximately 40 feet lower in grade than Route 94. It is hidden from the street. Mr. Vasilescu reviewed the drainage. He stated that the current landscaping is appropriate for the facade. There are limited trees and grass. New landscaping will be provided. He then reviewed the improvements as shown on Sheet 3 of the application. The Applicant will repair and repave the parking areas, rearranging the parking areas. The pad will be 30,000 square feet consisting of concrete and blacktop. Appropriate detention basins will be installed.

Mr. Vasilescu stated that they reviewed the Township's Engineer's reports. The Applicant will revise the plans to conform with the Board Engineer's comments and will work with the Board

Engineer to satisfy his concerns about stormwater management comply with all storm regulations. It is anticipated there will be a berm on the westerly side of the property.

Mr. Vasilescu then introduced Exhibit A-5 which is the drainage concept plan. This was updated from the application. It showed additional inlets and revised drainage concepts. It was explained that there have been numerous conversations between the engineer and the Board Engineer. Progress is being made. The Applicant agreed that the stormwater drainage plan will be subject to the approval of the Board's Engineer.

There was a discussion about parking. The premises requires 40 parking spaces. The Applicant is proposing 34. The Applicant stated that they could comply with the parking requirements by placing six (6) parking spaces on the new pad, but as a result of the possible reduction in size for the drainage, the Applicant would prefer not to use a portion of the proposed pad for parking since it may further reduce the available area for the improvements and storage. A variance will be required for not meeting the required number of parking spaces. Mr. Vasilescu indicated that in his opinion the parking on site was adequate for the uses taking place. He also was of the opinion that this did not negatively impact surrounding land uses and while not meeting the technical standard contained within the Ordinance, it was his opinion that parking was adequate on site for the uses present on the parcel.

Mr. Vasilescu then introduced Exhibit A-6 which is proposed landscape sketch. There will be four (4) shade trees for the 36 parking spaces. He reviewed the mix of trees. Revisions will be necessary. The Applicant agreed that the landscaping plans would be subject to the approval of the Board Engineer and Planner.

It was stated that the project would result in a more efficient use of the property as a result of the reorganization of property. It benefits the traveling public and provides more safety. There will be no substantial detriment to the public good. There will be no detriment to the zoning plan of the Township.

It was also stated that the propane tank and wood timbers in the front of the building would be removed.

Cory Stoner, P.E., Board Engineer, reviewed his report. Mr. Stoner confirmed this is a major project and that they would need to look at recharge and water quality. The Applicant is proposing underground storage with reduced quantity of water leaving the property. Pipe racks will be added. There was an extensive discussion about the stormwater management system and the need for changes. The Applicant once again acknowledged that the stormwater management plan would be subject to the review and approval of the Board Engineer and Land Use Board Attorney.

The Board's Planner reviewed the application. It was stated that an EV ready space will be necessary. A two (2) year guaranty for landscaping will be necessary. Also, there will be a dedication of the southeast corner of the property where there is a Deed overlap.

The meeting was opened up to the public. Sally Rinker, a member of the public testified that she agrees there will be a fair amount of impervious coverage. She was concerned about the recently purchased property adjoining this property which is owned by the Township. A track was installed. She does not want to see damage to the Township's property from water runoff from this property. She was pleased that the Applicant will adjust the stormwater to satisfy the Township's professionals. There were no other members of the public present expressing an interest in this application.

Mr. Thomas provided a summation. He stated that this is an ongoing 30 year business. It has been owned by the Applicant since 2017. The business is successful and to continue to be successful it will need more space. There is no more ability to expand the building. He also stated that the Applicant has met all the concerns of the Board professionals.

NOW THEREFORE, the Land Use Board makes the following conclusions of law, based on the foregoing findings of fact.

The application before the Board is a request for preliminary and final site plan approval to install an asphalt storage pad in the rear yard for retail and storage in conjunction with the existing commercial building on the Subject Property.

In reviewing the application, plans and testimony, the Board concludes the Applicant has met the minimum requirements of the Municipal Land Use Law, Case Law and Township Ordinances to a sufficient degree so as to enable it to grant preliminary and final site plan approval. The business has been located on site for a number of years and as a result needs additional space to store in an outside area products such as oil tanks and PVC piping. Outside storage at this location is appropriate since the parcel is significantly lower in grade than New Jersey State Highway Route 94 and is virtually hidden from that roadway. The Applicant also agreed that it would provide additional drainage information so as to ensure no stormwater is inappropriately flowing across this site to affect other properties. The Applicant also agreed to repair and repave the parking area along with appropriate restriping. It was also determined that some revisions were required to be made to the landscaping plan which would be subject to ultimate approval by the Board Engineer and Planner. It is clear to the Board that the project results in a more efficient use of the property. For these reasons the Board concludes site plan approval may be granted.

In connection with the site plan, the Board also determined that a parking variance pursuant to N.J.S.A. 40:55D-70c(2) was required since the Ordinance required 40 parking spaces whereas the Applicant was proposing 34.

The Municipal Land Use Law, at N.J.S.A. 40:55D-70c provides Boards with the power to grant variances from strict bulk and other non-use related issues when the applicant satisfies certain specific proofs which are enunciated in the Statute. Specifically, the applicant may be entitled to relief if the specific parcel is limited by exceptional narrowness, shallowness or shape. An applicant may show that exceptional topographic conditions or physical features exist which uniquely affect a specific piece of property. Further, the applicant may also supply evidence that exceptional or extraordinary circumstances exist which uniquely affect a specific piece of property or any structure lawfully existing thereon and the strict application of any regulation contained in the Zoning Ordinance would result in a peculiar and exceptional practical difficulty or exceptional and undue hardship upon the developer of that property. Additionally, under the c(2) criteria, the applicant has the option of showing that in a particular instance relating to a specific piece of property, the purpose of the act would be advanced by allowing a deviation from the Zoning Ordinance requirements and the benefits of any deviation will substantially outweigh any detriment. In those instances, a variance may be granted to allow departure from regulations adopted, pursuant to the Zoning Ordinance.

Those categories specifically enumerated above constitute the affirmative proofs necessary in order to obtain "bulk" or (c) variance relief. Finally, an applicant must also show that the proposed variance relief sought will not have a substantial detriment to the public good and, further, will not substantially impair the intent and purpose of the zone plan and Zoning Ordinance. It is

only in those instances when the applicant has satisfied both these tests, that a Board, acting pursuant to the Statute and case law, can grant relief. The burden of proof is upon the applicant to establish these criteria.

The Board determines the Applicant has met both the affirmative and negative criteria for the variance being sought. In this instance, the improvements being made on the parcel provide enhanced landscaping and while there will be a de minimis expansion of the number of employees, the Board concludes that with the changes being made as a result of this site plan to provide additional storage and better accommodate the business, that the benefits significantly outweigh any detriments and that under the c(2) criteria, the affirmative criteria is therein satisfied.

As regards the negative criteria, the Board concludes this will not negatively impact the public good nor the zone plan or zone scheme of the area. In this instance, the business has functioned for a considerable period of time and what is being proposed does not necessarily constitute an expansion of the use but rather providing some additional storage area outside. While the property is technically deficient, the Board concludes that in this instance, adequate parking is available, the site is safe, functions well and will not negatively impact the public good. With regards to the zone plan and zone scheme, this is a somewhat unique business and the Board also determines that the parking while not technically meeting Ordinance standards is more than adequate for the intended uses. Therefore, the necessary proofs have been supplied.

NOW, THEREFORE, BE IT RESOLVED by the Land Use Board that the application of FW Webb/Vintage Clothes, LLC for Block 391, Lot 11 as shown on the Tax Map of the Township of Vernon, located at 6 Black Creek Road in the TCLI Zone, requesting preliminary and final site

plan approval with an ancillary variance for parking are all granted pursuant to N.J.S.A. 40:55D-46, N.J.S.A. 40:55D-50 and N.J.S.A. 40:55D-70c(2), subject to the following terms and conditions:

1. The development of this parcel shall be implemented in accordance with the plans submitted entitled "Proposed Yard Improvement Block: 391 Lot: 11 #6 Black Creek Drive Vernon Township, Sussex County, New Jersey" dated April 25, 2022 with a revision date of January 27, 2023, prepared by Capricorn Engineering, Inc. consisting of seven (7) sheets, with amendments presented to the Board and as reviewed and approved by the Board Engineer and Board Planner.
2. The Applicant will update the plans to show the soil types on the property.
3. The Applicant will provide digital PDF files for all final site plan documents approved as part of this application.
4. The container on the west side of the building may remain and all other containers shall be removed.
5. No barbwire fencing will be constructed or installed as part of this project.
6. All plans will be updated in accordance with the reports of the Board professionals and testimony.
7. The drainage plans and the stormwater management calculations shall be updated and submitted to the Board Engineer for review and approval.
8. An Easement will be required from the Township of Vernon to permit the discharge of stormwater on the Township owned property to the west of the property.
9. The landscape plans shall be subject to the approval of the Board Engineer and Board Planner.

10. The locations of all utilities shall be shown on the plans.

11. All existing and proposed lighting shall be shown on the plans.

12. The plans shall show an EV ready parking space.

13. The Applicant shall dedicate a southeast corner of the property which overlaps onto Township land.

14. Pre-construction Meeting at least seventy-two (72) hours before any construction, a pre-construction meeting shall be held with municipal representatives, the Developer and its engineers and contractors. The meeting shall be held only after the Engineer's opinion of probable cost has been submitted to the municipality for computation of engineering and inspection fees posted, the form of which is to be approved by the Municipal Engineer.

15. Prior to the issuance of any construction permit, the Applicant shall file with the Board and Construction Official an affidavit verifying that the Applicant is in receipt of all necessary agency approvals other than the municipal agency having land use jurisdiction over the application and supply a copy of any approvals received.

16. Payment of all fees, costs, escrows due or to become due. Any monies are to be paid within twenty (20) days of said request by the Board's Secretary.

17. Certificate that taxes are paid to date of approval.

18. Sussex County Planning Board approval.

19. Subject to all other applicable rules, regulations, ordinances and statutes of the Township of Vernon, County of Sussex, State of New Jersey, or any other jurisdiction.

The undersigned secretary certifies the within resolution was adopted by this Board on March 22, 2023 and memorialized herein pursuant to N.J.S.A. 40:55D-10(g) on April 26, 2023.

Kimberley Decker

FOR: 7

AGAINST: –

ABSTAIN: –

Board Member(s) Eligible to Vote:

Auberger; Williams; Tadrick; McPeek; Cocula; Whitaker; Haley; Heftler; Spoerl

Prepared by: Louis I. Karp, Esq. and Glenn C. Kienz, Esq.

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