



VERNON TOWNSHIP COUNCIL MEETING AGENDA

DECEMBER 11, 2023

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

1. CALL TO ORDER

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

3. SALUTE THE FLAG

4. ROLL CALL

5. DISCUSSION ITEM

2023 Best Practices Survey

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

7. REVIEW OF BILLS LIST

8. APPROVAL OF MINUTES

November 27, 2023 – Regular Meeting

9. CONSENT AGENDA

Resolution #23-257: Refund Overpayment Due to State Tax Court Judgement (Reeves) Block 9 Lot 16

Resolution #23-258: Refund Overpayment Due to State Tax Court Judgement (Reeves) Block 9 Lot 16

Resolution #23-259: Refund Overpayment Due to State Tax Court Judgement (Reeves) Block 9 Lot 16

Resolution #23-260: Refund Overpayment Due to State Tax Court Judgement (Rt. 94 Development Corp.) Block 607 Lot 43

Resolution #23-261: Refund for Totally Disabled Veteran (Block 273 Lot 85 – Sinnett)

Resolution #23-262: Cancelling Taxes for Total Disabled Veteran (Block 273 Lot 85 – Sinnett)

Resolution #23-263: Refund for Totally Disabled Veteran (Block 540 Lot 4 – Cucuta)

Resolution #23-264: Cancelling Taxes for Total Disabled Veteran (Cucuta Block 540 Lot 4)

Resolution #23-265: Refund for Totally Disabled Veteran (Block 490 Lot 6 - Canova)

Resolution #23-266: Cancelling Taxes for Total Disabled Veteran (Canova Block 490 Lot 6)

Resolution #23-267: Cancelling Taxes for Total Disabled Veteran (Canova Block 490 Lot 6)

Resolution #23-268: Refund for Totally Disabled Veteran (Block 355 Lot 17 – Lillis)

Resolution #23-269: Cancelling Taxes for Total Disabled Veteran (Block 335 Lot 17 - Lillis)

Resolution #23-270: Cancelling Taxes for Total Disabled Veteran (Canova Block 490 Lot 6)

Resolution #23-271: Cancelling Taxes for Total Disabled Veteran (Block 564 Lot 1 – Castrovillari)

Resolution #23-272: Refund for Totally Disabled Veteran (Block 564 Lot 1 – Castrovillari)

Resolution #23-273: Refund for Totally Disabled Veteran (Block 462 Lot 24 – Koziel)

Resolution #23-274: Authorize the Award of a RFQ 10-2023 Door Access Systems in a Fair and Open Manner to Integrated Systems & Services Inc.

Resolution #23-275: Resolution Amending Resolution #23-162 To Update an Appointment Extending Peter Laemers as Judge of the Vernon Township Municipal Court

Resolution #23-276: Resolution Amending Resolution #23-30 to Update an Appointment Extending Alicia Ferrante Esq. as Municipal Prosecutor

Resolution #23-277: Authorizing Change Order #1 of Contract for Proposed Improvements of Various Roads within Vernon Township with Riverview Paving, Inc.

Resolution #23-278: Resolution Authorizing the Execution of a Shared Services Agreement Between the Township of Vernon and the Township of Hardyston for Animal Control Services

Resolution #23-279: Resolution Awarding Bid for Proposed Athletic Field Lighting Installation at Veteran’s Memorial Park

Resolution #23-280: A Resolution Reappointing Donelle Bright as Chief Financial Officer for Vernon Township

Resolution #23-281: Approving Active Volunteer Firefighter for Membership in the New Jersey State Firemen's Association (Luke Van Gorder)

Resolution #23-282: Approving Active Volunteer Firefighter for Membership in the New Jersey State Firemen's Association (Erik Van Gorder)

Resolution #23-283: Approving Active Volunteer Firefighter for Membership in the New Jersey State Firemen's Association (Drew Van Gorder)

Resolution #23-284: Temporary Budget – Debt Service

Resolution #23-285: Resolution – Authorizing the Cancellation of Appropriation Reserve Balances

Resolution #23-286: Resolution Authorizing Procurement of Sports Lighting Through Sourcewell National Cooperative #041123-MSL Through Musco Sports Lighting LLC

Resolution #23-287: Resolution of the Township of Vernon, County of Sussex, State of New Jersey, Awarding Bid #12-2023 Snow Removal Bid

Resolution #23-288: Authorizing Change Order #1 of the Contract for Proposed Improvements of Sand Hill Road Within Vernon Township with Road Safety Systems

Resolution #23-289: Resolution Authorizing the Execution of a Shared Services Agreement Between the Township of Vernon and the Township of Lafayette for Animal Control Services

10. PUBLIC HEARING/2ND READING OF ORDINANCES

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

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

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

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

12. MAYOR COMMENTS

13. COUNCIL COMMENTS

14. COUNCIL PRESIDENT COMMENTS

15. ADJOURNMENT

Best Practices Inventory Online Platform

2023 Survey

Vernon Township

Printable Current Answers

Item ID	Category	Question	Score	Response
001	Unscored Survey	What portion of ARP LFRF dollars will your municipality obligate toward eligible uses by December 31, 2024?	[0.00]	100%
002	Core Competencies	Unless the Director sets forth a later date pursuant to N.J.S.A. 40A:4-5.1, N.J.S.A. 40A:4-5 requires that calendar year municipalities approve their introduced budgets no later than February 10 (or August 10 for state fiscal year municipalities) and N.J.S.A. 40A:4-10 requires that calendar year municipalities adopt their budgets no later than March 20 (or September 10 for state fiscal year municipalities). Timely budget adoption helps a municipality avoid having to issue estimated tax bills or tax anticipation notes (TANs). Did your municipality introduce and adopt its current year budget no later than the dates provided by law or as extended by the Director in Local Finance Notice 2022-22? This question may only be answered N/A if your municipality's budget is subject to adoption by the Local Finance Board under State Supervision or if the Division instructed the municipality to delay budget adoption.	[1.00]	Yes
003	Core Competencies	N.J.S.A. 40A:5-12 requires the chief financial officer of each municipality to file the Annual Financial Statement (AFS) with the Division no later than February 10 (August 10 for SFY municipalities). Local Finance Notice 2022-22 announced the extension of this deadline to March 3rd or the next regularly scheduled meeting of the governing body after said date. The statute specifies a \$5 per day penalty payable by the CMFO for failing to file the AFS within 10 days of after the time fixed for filing. Did your municipality file its AFS by the above deadline?	[1.00]	Yes
004	Core Competencies	Pursuant to N.J.S.A. 40A:2-40, the chief financial officer each municipality shall, before the end of the first month of the fiscal year, file its Annual Debt Statement with the Division of Local Government Services. Did your municipality file its Annual Debt Statement for the preceding fiscal year with the Division no later than January 31 (July 31 for SFY municipalities)?	[1.00]	Yes
005	Core Competencies	Has your municipality electronically submitted to the Division the User-Friendly Budget section of its adopted budget?	[1.00]	Yes
006	Best Practices	Has your municipality created an accumulated absence liability trust fund pursuant to N.J.A.C. 5:30-15.5? Only answer N/A if your municipality 1) does not offer (for any employee hired after a certain date) payouts upon retirement for accumulated sick leave, and 2) no current employee has a grandfathered right to sick leave payouts upon retirement.	[0.50]	Yes
007	Best Practices	N.J.S.A. 40A:4-62.1 allows municipalities to establish a storm recovery reserve for purposes such as, but not limited to, snow, ice, and debris removal. Unexpended balances budgeted annually for storm recovery purposes may be lapsed into the reserve. Has your municipality established a storm recovery reserve to ensure the consistent availability of funds for this purpose?	[0.50]	Yes
008	Core Competencies	Sections 7 and 8 of P.L. 2021, c. 184 amended N.J.S.A. 40A:4-43 and 4-44 to require any municipality having its own water system to reflect in its capital budget and capital program the water infrastructure improvements listed on the annual Water Quality Accountability Act (WQAA) capital improvement report submitted to the Department of Environmental Protection (DEP). The Local Finance Board recently adopted amendments to N.J.A.C. 5:30-4.3 incorporating this statutory change into the municipal budget process. If your municipality has its own water system, does the capital budget and program reflect the capital projects listed in the annual WQAA report submitted to DEP that fall within the time period of the municipality's capital budget and capital program?	[1.00]	N/A
009	Core Competencies	Has your municipality adopted a capital program as defined by N.J.A.C. 5:30-4.2, meaning a moving, multi-year plan and schedule for capital projects (including prospective financing sources) and, when pertinent, first year operating costs and savings? Only answer N/A if your municipality does not have a capital budget and is not required to adopt a capital budget pursuant to N.J.A.C. 5:30-4.3.	[1.00]	Yes
010	Best Practices	Does your municipality have a schedule for road repair and improvement projects based on a priority scoring system?	[0.50]	Yes
011	Unscored Survey	Please select the categories of projects that are listed in your municipality's most recent capital budget or capital program. More than one selection is permissible. If selecting Vehicles, please include the type of vehicle(s) in the Comment field. Only answer N/A if your municipality is not required to adopt a capital budget pursuant to N.J.A.C. 5:30-4.3.		Comment: Police Vehicles Improvements to Township Properties
012	Unscored Survey	As of April 20, 2021, a municipality may enter into project labor agreements for any public works project for construction, reconstruction, demolition or renovation, so long as 1) the project requires payment of prevailing wage under State law; and 2) the total project cost, exclusive of land acquisition costs, will equal or exceed \$5 million. See Local Finance Notice 2021-20 for further details. Does your municipality require a project labor agreement for all or a portion of its eligible public works projects as permitted by P.L. 2021, c. 69?	[0.00]	No
013	Core Competencies	A cybersecurity incident response plan is a set of instructions to help detect, respond to, and recover from network security incidents. Plans such as those adopted by a governing body or from a municipality's JIF address areas such as cybercrime, data loss, and service outages. Does your municipality have a cybersecurity incident response plan?	[1.00]	Yes
014	Core Competencies	Are all municipal employees receiving ongoing cybersecurity training in malware detection, password construction, identifying security incidents and social engineering attacks?	[1.00]	Yes
015	Core Competencies	Does your municipality perform off-network daily incremental backups with weekly full backups of all data?	[1.00]	Yes
016	Core Competencies	Is Multi Factor Authentication (MFA) required for remote access to your municipality's network? If yes, please state under Comments where your municipality deploys MFA (e.g. banking, privileged users in-network, off-network back ups).	[1.00]	Yes Comment: access to all computers on the network (when in house or remote log-on)
017	Core Competencies	Does your municipality require a password policy for all network users requiring alphanumeric complexity, length requirements, and either 1) at least annual updating; or 2) a password meeting advanced standards such as those from the National Institute of Standards & Technology (NIST)?	[1.00]	Yes
018	Best Practices	Has your municipality enrolled for membership in the New Jersey Cybersecurity & Communications Integration Cell (NJCCIC)? An NJCCIC membership provides access to the latest cyber alerts, bulletins, training notifications and other important updates.	[0.00]	No
019	Best Practices	Have one or more public electric vehicle charging stations been installed on municipal property?	[0.00]	No

020	Best Practices	Environment	
When purchasing new vehicles, does your municipality have a formal policy to purchase hybrid or alternative fuel vehicles whenever such vehicles are suited to the intended use? Only answer N/A if your municipality does not own any vehicles.			[0.00] No
021	Core Competencies	Ethics	
The Local Government Ethics Law, designed to ensure transparency in government, requires local government officers to file Financial Disclosure Statements (FDSs) annually. Compliance by local elected officials is required by N.J.S.A. 40A9-22.6. Did all governing body members timely file their annual Financial Disclosure Statements for 2023 such that they were not issued a Notice of Violation (NOV) by the Local Finance Board? A "No" answer is permissible if the governing body members' NOV were rescinded by the Board. Only answer N/A if your municipality has an ordinance on the books establishing a municipal ethics board.			[1.00] Yes
022	Core Competencies	Ethics	
If your municipality has a municipal ethics board, did the municipal ethics board enforce the Financial Disclosure Statement (FDS) statute by issuing violations to local government officers (LGOs) who were on the 2023 roster but did not file the FDS by April 30, 2023? Only answer N/A if your municipality does not have an ordinance on the books establishing a municipal ethics board.			[1.00] N/A
023	Unscored Survey	Ethics	
N.J.S.A. 40A9-22.21 of the Local Government Ethics Law requires a municipality that has established its own municipal ethics board to enact a municipal code of ethics. The municipal ethics code must be either identical to or more restrictive than the provisions of N.J.S.A. 40A9-22.5. If your municipality has an ordinance on the books establishing a municipal ethics board, does your municipality have a municipal code of ethics that is identical to, or more or less restrictive than, the provisions of N.J.S.A. 40A9-22.5?			[0.00] No ordinance establishing a municipal ethics board
024	Unscored Survey	Ethics	
If your municipality has an ethics board with at least a quorum for conducting business, how many matters were adjudicated by the municipal ethics board in 2022 (excluding FDS non-filing matters)? A municipal ethics board shall consist of six members, at least two of whom shall be public members. No more than three members shall be of the same political party.			[0.00] No ordinance establishing a municipal ethics board
025	Core Competencies	Financial Administration	
At its July 2023 meeting, the Local Finance Board adopted an amendment to N.J.A.C. 5:30-8.2 that converted the previously suggested surety bond schedule for a CMFO to a mandatory minimum schedule. This change will come into effect on January 1, 2024. See https://www.nj.gov/dca/divisions/dlgs/resources/rules_docs/5_30/njac_5308.pdf for further details and to view the exposure index. Through a blanket bond or an individual bond, does your municipality provide a fidelity bond with faithful performance coverage for the CMFO that meets at least the minimum schedule set forth in N.J.A.C. 5:30-8.2?			[1.00] Yes
026	Core Competencies	Financial Administration	
At its July 2023 meeting, the Local Finance Board adopted updates to N.J.A.C. 5:30-5.7 requiring municipalities to maintain a general ledger for not only the current fund, but also for all other funds. The updated N.J.A.C. 5:30-5.7 codifies previously issued guidance in Local Finance Notice CFO 2003-14 on maintaining general ledger accounting systems, except that all local units, including authorities and fire districts, are now required to post the totals for all funds to the general ledger on at least a monthly basis. See https://www.nj.gov/dca/divisions/dlgs/resources/rules_docs/5_30/njac_5305.pdf for further details. Does your municipality maintain a general ledger for its current fund and all other funds in accordance with N.J.A.C. 5:30-5.7?			[1.00] Yes
027	Core Competencies	Financial Administration	
N.J.S.A. 40A5-7 requires a synopsis of all audits, together with the auditor's recommendations, to be prepared and published by the municipal clerk at least once in the municipality's official newspaper or, if there is none, in a newspaper published in the local unit or, if there is no newspaper published in the local unit, in a newspaper having a general circulation in the municipality. If the municipal clerk fails to have publication of the synopsis and recommendations made within 30 days of receipt of the annual audit, the clerk shall be subject to a fine of \$10.00 payable to the local unit for each day after the expiration of the 30 days that such publication fails to appear. At its July 2023 meeting, the Local Finance Board adopted updates to N.J.A.C. 5:30-6.4 that codifies the minimum content of the synopsis of audit along with the process for publishing the synopsis and corrective action plan. Does your municipality publish the synopsis of audit as required pursuant to N.J.S.A. 40A5-7?			[1.00] Yes
028	Core Competencies	Financial Administration	
Effective for CY2022/SFY2023 and CY2023/SFY2024 municipal budgets, the annual maximum contribution a municipality can appropriate for use by its volunteer fire companies or board of fire commissioners pursuant to N.J.S.A. 40A:14-34 is \$161,526.00. In any municipality where there are more than three volunteer fire companies or fire districts, the governing body may appropriate an additional \$50,000 annually for each additional volunteer company or fire district. At least 50% of the municipality's annual appropriation must be used by a volunteer fire company or board of fire commissioners for the purchase of fire equipment, materials and supplies. N.J.S.A. 40A:14-34 requires the volunteer fire company or fire district to provide the municipal governing body, on an annual basis, an accounting of the use of all municipal funds. See Local Finance Notice 2022-19 for further details. Is your municipality obtaining from each volunteer fire company or fire district an accounting of the use of all municipal funds?			[1.00] Yes
029	Core Competencies	Financial Administration	
N.J.S.A. 405-2 limits to \$125,000 the maximum annual dollar amount that a municipality may contribute to a duly incorporated first aid and emergency or volunteer ambulance or rescue squad association, except that if any such associations experience extraordinary need, a municipality may contribute an additional amount of not more than \$70,000 annually. Whenever the total annual contribution exceeds \$70,000, the municipal CFO shall receive an audit performed by a CPA or RMA of the association's current year financial records which shall certify that such records are being maintained in accordance with sound accounting principles. If your municipality contributed in excess of \$70,000 toward a first aid, ambulance, rescue or EMS squad in its current budget, was an audit performed pursuant to N.J.S.A. 405-2?			[1.00] N/A
030	Core Competencies	Financial Administration	
Pursuant to N.J.S.A. 40A5-14(d), a local unit's investment policies shall be based on a cash flow analysis prepared by the CFO, with those policies being commensurate with the nature and size of the funds held by the local unit. Has your municipality conducted a cash flow analysis of its deposited and invested funds, and, based on that analysis, does your municipality's cash management plan set policies for your municipality's investments that consider preservation of capital, liquidity, current and historical investment returns, diversification, maturity requirements, costs and fees associated with the investment and, when appropriate, policies of investment instrument administrators?			[1.00] Yes
031	Best Practices	Financial Administration	
N.J.A.C. 5:30-8.3(a)(3) establishes a schedule of minimum dollar amounts for tax collector surety bonding. However, to provide a higher level of security for public funds, municipalities are encouraged to adopt the more stringent schedule for tax collector surety bonding specified in N.J.A.C. 5:30-8.3(a)(4). Has your municipality adopted the more stringent surety bonding schedule for tax collectors set forth in N.J.A.C. 5:30-8.3(a)(4) or higher?			[0.50] Yes
032	Best Practices	Financial Administration	
N.J.A.C. 5:30-8.4 (a) establishes a schedule of minimum dollar amounts for municipal court surety bonding, specifically for municipal judges and municipal court administrators. However, subsection (b) of 5:30-8.4 encourages municipalities to adopt a more stringent schedule for municipal court surety bonding that is specified in the subsection. Has your municipality adopted the more stringent surety bonding schedule for municipal court judges and court administrators set forth in N.J.A.C. 5:30-8.4(b) or higher?			[0.50] Yes
033a	Unscored Survey	Garbage & Recycling	
How is residential solid waste collected?			[0.00] Private hauler contracted directly by resident
033b	Unscored Survey	Garbage & Recycling	
If your municipality provides residential solid waste pickup, or contracts with a private hauler or another local unit to do so, how many times per week is pickup scheduled for?			
033c	Unscored Survey	Garbage & Recycling	
If residential solid waste is collected through a private hauler contracted by the municipality, how many bids did your municipality receive in response to its most recent advertisement for residential solid waste collection or a joint solid waste/recycling collection bid?			[0.00] N/A

033d	Unscored Survey	Garbage & Recycling	[0.00] N/A
Is residential solid waste picked up utilizing a truck with an automated single arm? Answer N/A if residents contract directly with a private hauler or bring garbage to a central location run by a local government.			
033e	Unscored Survey	Garbage & Recycling	[0.00] Three or more haulers
If your municipality's residential solid waste pickup is done through a private hauler contracted directly by residents, how many hauler services are currently servicing residents?			
034a	Unscored Survey	Garbage & Recycling	[0.00] Private hauler contracted directly by resident
How is residential recycling collected?			
034b	Unscored Survey	Garbage & Recycling	[0.00] Single-stream
What type of residential recycling program does your municipality have? Select only one.			
034c	Unscored Survey	Garbage & Recycling	[0.00] N/A
Is residential recycling picked up utilizing a truck with an automated single arm?			
034d	Unscored Survey	Garbage & Recycling	[0.00] N/A - private hauler contracted directly by resident or brings recycling to central location
If your municipality provides residential recycling pickup, or contracts with a private hauler or another local unit to do so, how many times per week is pickup scheduled for?			
034e	Unscored Survey	Garbage & Recycling	[0.00] N/A
If residential recycling is collected by a private hauler procured separately by your municipality, how many bids did your municipality receive in response to its most recent advertisement for residential recycling collection?			
034f	Unscored Survey	Garbage & Recycling	[0.00] Three or more haulers
If your municipality's residential recycling pickup is done through a private hauler contracted directly by residents, how many hauler services are currently servicing residents?			
035	Unscored Survey	Lead Remediation	[0.00] Yes Comment: \$10,000.00
If additional funding were to be made available for the Lead Grant Assistance Program (LGAP), would your municipality be interested in applying? Answer "N/A" if your municipality will have no local lead inspection activities that could be funded by the grant program or does not have any dwellings eligible for inspection. If "Yes", provide in the Comments a requested funding amount. If "No" or "N/A", enter "Not Applicable" in the Comments.			
036	Unscored Survey	Lead Remediation	[0.00] Less than 50%
What portion of LGAP dollars has your municipality obligated to date?			
037	Unscored Survey	Lead Remediation	[0.00] No local agency
Does your municipality have a permanent local agency that is currently conducting inspections for lead-based paint hazards in rental dwellings and enforcing the provisions of P.L. 2021, c. 182? If your answer is "Other" fill-in the name of the municipal agency under Comments. If your answer is "Shared Service", please fill-in the name of the agency and the local unit providing the service under Comments. Further information concerning the requirements of this recently enacted law are available at https://www.nj.gov/dca/divisions/codes/resources/leadpaint.html .			
038	Unscored Survey	Lead Remediation	[0.00] Yes
If your municipality does not have a permanent local agency or a shared service currently conducting inspections for lead-based paint hazards in rental dwellings to enforce the provisions of P.L. 2021, c. 182, has your municipality retained a lead evaluation contractor to provide paid lead inspection services?			
039a	Unscored Survey	Lead Remediation	[0.00] No
Pursuant to P.L. 2021, c. 182, has your municipality identified rental dwellings that have experienced tenant turnover since July 22, 2022?			
039b	Unscored Survey	Lead Remediation	[0.00] N/A
If your municipality has identified rental dwellings that have experienced tenant turnover since July 22, 2022, have all of those units been inspected prior to re-occupancy?			
040a	Unscored Survey	Lead Remediation	Comment: 0
How many visual lead-based paint inspections did your municipality conduct (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.			
040b	Unscored Survey	Lead Remediation	Comment: 0
How many dust wipe-sampling lead-based paint inspections did your municipality conduct (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.			
040c	Unscored Survey	Lead Remediation	Comment: 0
How many post-remediation lead-based paint inspections has your municipality conducted (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.			
041a	Unscored Survey	Lead Remediation	Comment: 0
How many lead safe certifications have been issued by your municipality since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.			
041b	Unscored Survey	Lead Remediation	Comment: 0
What is the number of lead safe certifications issued by the municipality in the past fiscal year, as used by the municipality? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.			
042	Core Competencies	Personnel	[1.00] Yes
For any municipal officers and employees NOT required by contract or municipal policy to make health benefit contributions following the Chapter 78 health benefit contribution grid (excluding Rx and dental), is your municipality requiring those employees to contribute at least 1.5% of base salary towards health benefits pursuant to P.L. 2010, c. 2? See Local Finance Notices 2010-12 and 2011-20R for further details. Answer N/A if all of your municipality's officers and employees are required by contract or municipal policy to contribute at least the amount required by P.L. 2011, c. 78 for health benefits.			

043	Core Competencies	Personnel	Payments for waivers filed before May 21, 2010 and maintained continuously since, cannot exceed fifty percent (50%) of the amount saved by the local unit as a result of the employee's waiver of coverage. For waivers filed on or after May 21, 2010, which is the effective date of P.L. 2010, c. 2, payments cannot exceed the lesser of twenty-five percent (25%) of the amount saved by the local unit as a result of the waiver, or \$5,000. When calculating an employee's waiver payment, the local unit must deduct the employee's healthcare contribution obligation from the total premium cost. Local units have sole discretion as to whether or not to offer employees payments for waiver of health benefits, and may offer waiver payments below the statutory maximum. Health benefit waiver payments are statutorily excluded from collective bargaining. See Local Finance Notices 2010-12 and 2016-10 for further discussion on health benefit waiver payments. Are your municipality's healthcare waiver payments at or below the statutory maximum? "N/A" is only applicable where the municipality does not make payments in lieu of health benefits.	[1.00] Yes
044	Core Competencies	Personnel	The Fair Labor Standards Act (FLSA) is a federal law requiring that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and thus not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (please consult labor counsel for detailed guidance). Exempt status also precludes overtime pay for time worked during emergencies, attendance at night meetings and participation in training sessions. Compensated leave time in lieu of cash payments is considered a form of overtime pay unless such leave is utilized in the same pay period. Does your municipality refrain from paying overtime to employees classified as exempt under the FLSA?	[1.00] Yes
045	Core Competencies	Personnel	Has your municipality reviewed and updated its employee personnel manual/handbook within the past three years or upon the conclusion of each of your municipality's collective negotiated agreements (CNAs)? If yes, please provide in the Comments section the date which the personnel manual was officially updated using the MM/DD/YYYY format. If not yes, please type "Did Not Answer Yes" into the comment box.	[1.00] Yes Comment: 10/31/2021
046	Core Competencies	Personnel	At its July 2023 meeting, the Local Finance Board updated N.J.A.C. 5:30-16.2 to require a municipality's purchasing agent, certified public works manager, and business administrator/municipal manager to register for GovConnect by November 1, 2023. If your municipality has one or more of the above-referenced titles, have the individuals in those titles registered for GovConnect?	[1.00] Yes
047	Best Practices	Personnel	Has your municipality established by ordinance an anti-nepotism policy that, at minimum, only authorizes the hiring the family members/relatives of municipal officials and employees if the individuals involved would not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. The term "family member/relatives" should be defined to include but not necessarily be limited to spouses, children, siblings, parents, in-laws, and step-relatives.	[0.50] Yes
048	Unscored Survey	Personnel	Does your municipality currently have an unlicensed individual serving as an acting municipal clerk, temporary chief municipal finance officer, temporary purchasing agent, and/or a temporary chief public works manager? Select as many as are applicable or None of the Above.	
049	Unscored Survey	Personnel	Does your municipality currently retain a chief financial officer through a professional services contract?	[0.00] No
050	Core Competencies	Procurement	The purchase of insurance coverage and consultant services is a limited exception to public bidding by virtue of being deemed an Extraordinary Unspecifiable Service (EUS) pursuant to N.J.S.A. 40A:11-5(a)(i) and 40A:11-5(1)(m). Page 3 of Local Finance Notice AU-2022-2 for further details. The standard EUS certification declaration (do not submit the form to DLGS) is available at https://www.nj.gov/dca/divisions/dlgs/programs/lpdc/docs/eus_letter.pdf . If your municipality has procured insurance under the EUS exception to public bidding, has your municipality followed the procedural requirements of an EUS in doing so?	[1.00] Yes
051	Best Practices	Procurement	If your municipality contracts with an insurance broker for health insurance, and said contract exceeds the Local Public Contracts Law (LPCL) bid threshold, is your municipality's health insurance broker being procured through a competitive contracting or sealed bid process conducted pursuant to the Local Public Contracts Law? Only answer N/A if your municipality does not contract with an insurance broker for health insurance or, if it does, the contract does not exceed your municipality's LPCL bid threshold.	[0.00] No
052	Best Practices	Procurement	Insurance broker fees dependent on the amount of health insurance premiums or fees paid by the municipality are vulnerable to abuse as brokers could face conflicting incentives in seeking lower-cost health insurance alternatives. If your municipality contracts with an insurance broker for health insurance, is the structure for broker payments set at a flat-fee rather than on a commission basis to mitigate the risk of a broker recommending more expensive health insurance coverage to earn higher fees? Only answer N/A if your municipality does not contract with an insurance broker for health insurance.	[0.50] Yes
053	Core Competencies	Shared Services	N.J.S.A. 40A:65-4(b) requires a copy of each shared services agreement to be filed with the Division of Local Government Services. Has your municipality filed with the Division the most current copy of each shared services agreement under which the municipality provides one or more services to another local unit as defined by N.J.S.A. 40A:65-3 of the Uniform Shared Services and Consolidation Act? Only answer N/A if your municipality does not provide a shared service to another local unit.	[1.00] Yes
054a	Unscored Survey	Shared Services	If your municipality currently provides a chief financial officer, tax collector, tax assessor, municipal clerk, qualified purchasing agent, certified public works manager, municipal treasurer, and/or a public works superintendant to another municipality pursuant to a shared services agreement, please select one or more of the options provided and list under Comments each municipality (and the county in which that municipality is located) along with the position being provided to that municipality. If your municipality currently provides none of these positions pursuant to a shared services agreement, select None of the Above and insert N/A into Comments.	Comment: N/A
054b	Unscored Survey	Shared Services	If the answer to Question 54a is yes, did one or more of the identified shared service agreements result in the dismissal of a tenured official? If yes, please insert under Comments 1) the position or positions where an agreement resulted in the dismissal of a tenured official; and 2) an estimate of the cost savings anticipated to be achieved by the participating municipalities at the outset of the agreement. If the answer is No or N/A, please insert "No" or "N/A" under Comments. See LFN 2018-3R for more information on this provision of the Common Sense Shared Service Act.	[0.00] N/A Comment: N/A
055a	Unscored Survey	Shared Services	The Local Efficiency Achievement Program (LEAP) provides funding for local government shared services and consolidation feasibility studies, along with shared services and consolidation start-up costs up to \$400,000. Is your municipality interested in LEAP?	[0.00] Yes
055b	Unscored Survey	Shared Services	What does your municipality see as the most significant barrier, if any, to implementing shared services?	[0.00] Other (fill-in) Comment: interest by other municipalities
056a	Unscored Survey	Special Improvement Districts	Has your municipality designated one or more special improvement districts (SIDs) pursuant to N.J.S.A. 40:56-71?	[0.00] No
056b	Unscored Survey	Special Improvement Districts	If your municipality has designated one or more special improvement districts (SIDs) pursuant to N.J.S.A. 40:56-71, does one or more SID have a business improvement zone established pursuant to N.J.S.A. 40:56-71.1 et. seq.? Answer N/A if your municipality does not have a SID.	[0.00] No
057	Core Competencies	Transparency	Are your municipality's codified and uncodified ordinances, including all current salary ordinances, available online?	[1.00] Yes

058	Core Competencies	Transparency	
<p>Does your municipality maintain an up-to-date municipal website containing at minimum the following: past three years adopted budgets; the current year proposed budget (including the full adopted budget for the current year when approved by the governing body); most recent annual financial statement and audits; notification(s) for solicitation of bids and RFPs; and meeting dates, minutes and agendas for the governing body, planning board, board of adjustment and all commissions?</p>			
			[1.00] Yes
059	Core Competencies	Transparency	
<p>N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements. Copies of same may be emailed to contracts@perc.state.nj.us. Has your municipality filed all current contracts with PERC? Only answer N/A if your municipality does not have any employee labor unions.</p>			
			[1.00] Yes
060	Core Competencies	Transparency	
<p>Pursuant to N.J.S.A. 34:13A-16.8(d)(2), PERC requires a summary of the cost impact associated with a municipality's completed contracts for all bargaining units. Police and fire contracts have one summary form, while non-police and fire contracts have another form. The summary forms and filing instructions are located at https://www.state.nj.us/perc/conciliation/contracts/. Has your municipality filed the required PERC summary forms for all current completed labor agreements? Only answer N/A if your municipality does not have any employee labor unions.</p>			
			[1.00] Yes
061	Core Competencies	Transparency	
<p>In accordance with Governor Murphy's Executive Order 267 dated October 8, 2021 and outlined in LFN 2022-08 dated March 2, 2022, municipalities and counties were required to provide DLGS with a copy of all American Rescue Plan (ARP) LFRF reports filed with U.S. Treasury, including Project and Expenditure Reports, Interim Reports, and Recovery Plan and Performance Reports?. Did your municipality file with DLGS all reports filed with Treasury? Only answer N/A if your municipality refused ARP LFRF Funding</p>			
			[1.00] Yes
062	Core Competencies	Transparency	
<p>P.L. 2023, c. 30, known as the "Elections Transparency Act," made various significant changes to New Jersey's pay-to-play laws. One of these changes is the prohibition on imposing pay-to-play provisions that are more restrictive than those in State law. The repeal of N.J.S.A. 40A:11-51, the statute that originally authorized local pay-to-play restrictions or grandfathered existing ones, is effective retroactive to January 1, 2023. See Local Finance Notice 2023-14 for further details. Has your municipality repealed any local pay-to-play ordinances or resolutions originally authorized or grandfathered by N.J.S.A. 40A:11-51? Answer N/A if your municipality did not have local pay-to-play restrictions on the books.</p>			
			[1.00] N/A
063	Best Practices	Transparency	
<p>Does your municipality feature a link on its website to the Division of Taxation's Property Tax Relief Program webpage at https://www.state.nj.us/treasury/taxation/relief.shtml?</p>			
			[0.50] Yes
064	Core Competencies	Utilities	
<p>P.L. 2022, c.107 (N.J.S.A. 48:2-29.57 et seq. or the "Utility Reporting Law") requires the Board of Public Utilities (BPU) to collect data from both investor-owned utilities and local government-owned utilities regarding service to residential and commercial customers. The reporting template is available at https://nj.gov/bpu/agenda/doc/PL107ReportingRequirementTemplateFinal.xlsx. If your municipality has a water, sewer, or electric system, has your municipality complied with the reporting requirement in the Utility Reporting Law?</p>			
			[1.00] N/A
065	Core Competencies	Utilities	
<p>P.L. 2023, c. 33, signed on April 5, 2023, required that all investor-owned utilities and all local units that directly bill residential ratepayers for water and/or sewer sign a vendor contract with Department of Community Affairs (DCA) to participate in the Low Income Household Water Assistance Program (LIHWAP). See Local Finance Notice 2023-09 for further details. If your municipality directly bills for water and/or sewer, did your municipality enter into an agreement with DCA to participate in LIHWAP?</p>			
			[1.00] N/A
066	Core Competencies	Utilities	
<p>Section 4 of P.L. 2021, c. 317 establishes a Winter Termination Program allowing eligible residential customers to avoid service shutoff from November 15 through March 15 for non-payment of water, sewer, or electric service provided by a local unit. See Local Finance Notice 2023-09 for further details. Has your municipality notified its residential ratepayers about the Winter Termination Program in the manner required under law with respect to the utility services it provides?</p>			
			[1.00] N/A
067	Core Competencies	Utilities	
<p>P.L. 2021, c. 97 requires municipalities with their own water, sewer, or electric service to provide monthly notice to residential ratepayers concerning local utility service and bill payment assistance. Please review Local Finance Notice 2023-09 for more information on the law's requirements. Is your municipality complying with the monthly notice requirements of P.L. 2021, c. 97? Only answer N/A if your municipality does not have its own water, sewer, or electric service.</p>			
			[1.00] N/A



Totals by Year-Fund
Fund Description

Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	3-01	1,897,234.72	0.00	0.00	1,897,234.72
CAPITAL FUND	C-04	4,288.81	0.00	0.00	4,288.81
ESCROW	E-12	1,262.73	0.00	0.00	1,262.73
GRANT FUND	G-02	712.48	0.00	0.00	712.48
OTHER TRUST	T-14	305.00	0.00	0.00	305.00
PAYROLL	T-22	4,045.82	0.00	0.00	4,045.82
	Year Total:	4,350.82	0.00	0.00	4,350.82
Total of All Funds:		1,907,849.56	0.00	0.00	1,907,849.56

Range of Checking Accts: First to Last Range of Check Dates: 11/22/23 to 12/06/23
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING			
60879	11/22/23	LOWES005 LOWE'S HOME CENTERS INC		11/22/23 VOID	481 (Void Reason: would not accept)
		23-01057 Combination Door Lock	149.00		
		23-01396 Dog Run upgrade	593.00		
			<u>742.00</u>		
60880	11/22/23	KOUMA005 RONALD KOUMARAS			482
		23-01057 Combination Door Lock	149.00		
		23-01396 Dog Run upgrade	593.00		
			<u>742.00</u>		
60881	11/28/23	TREES005 TREES PLUS, LLC			483
		23-00535 TREE DISPOSAL	4,350.00		
60882	11/30/23	4IMPR005 4Imprint			485
		23-01268 Rec Fall & Winter Programs	857.60		
60883	11/30/23	ACTIO010 ACTION DATA SERVICES			485
		23-01386 Payroll Invoices	1,235.09		
60884	11/30/23	AIRGA010 AIRGAS			485
		23-00142 FLEET: VARIOUS WELDING SUPPLIE	4.95		
60885	11/30/23	ALLIE020 ALLIED OIL			485
		23-00216 Municipal Fuel	8,508.83		
60886	11/30/23	AMAZO005 AMAZON.COM SERVICES LLC			485
		23-01079 iPad Cases-MS4 Permitting	78.78		
60887	11/30/23	BOLES005 ALLAN BOLES			485
		23-00411 DJ Services Senior Events	250.00		
60888	11/30/23	BRAEN005 BRAEN STONE			485
		23-00658 HOT ASPHALT	1,687.30		
60889	11/30/23	BRIGH005 BRIGHT, DONELLE			485
		23-01235 GFOA & Gov. Conference Expense	245.64		
60890	11/30/23	BRIGH010 BRIGHTSPEED			485
		23-01487 Municipal Phone Services	846.83		
60891	11/30/23	BRIMA005 BRIMAR & SON PLUMBING & HEATIN			485
		23-01414 EMERGENCY TOILET MENS ROOM MGP	442.73		
60892	11/30/23	CDWGO005 CDW GOVERNMENT INC			485
		23-01364 Tablet Rec Events	646.84		
60893	11/30/23	CHRIS060 CHRIS BREINER			485
		23-01422 Uniform Allowance	71.56		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60894	11/30/23	CINTA005 CINTAS CORPORATION NO 2			485
		23-01470 Municipal AED Maint 2023	388.00		
60895	11/30/23	CLUTC005 DOVER BRAKE & CLUTCH			485
		23-00138 FLEET: DPW VARIOUS REPAIRS	81.57		
60896	11/30/23	CMFBU005 CMF BUSINESS SUPPLIES			485
		23-01417 Municipal Dept Copy Paper	797.60		
60897	11/30/23	DATA005 DATA CENTER WAREHOUSE, LLC			485
		23-01438 windows Server Renewal-Copiers	910.00		
60898	11/30/23	DAVID030 David Fiedler			485
		23-01485 BOOT REIMBURSEMENT	150.00		
60899	11/30/23	DECEG005 STEVEN DECEGLIA			485
		23-01467 BOOT REIMBURSEMENT	150.00		
60900	11/30/23	DOWNT005 MISHELLE DOWNTAIN			485
		23-00100 Rec Program Mileage	20.38		
		23-00387 Conference Expenses	320.98		
			<u>341.36</u>		
60901	11/30/23	EDMUN005 EDMUNDS & ASSOCIATES, INC			485
		23-01294 NEW VALIDATOR	1,025.00		
60902	11/30/23	ENTER020 ENTERPRISE FLEET MANAGMNT, INC			485
		23-00464 car lease	528.27		
		23-01459 GPVAC Enterprise Lease Nov2023	591.94		
			<u>1,120.21</u>		
60903	11/30/23	FARMS025 FARMSIDE SUPPLIES			485
		23-00749 Animal Shelter Food/Medicine	215.64		
60904	11/30/23	FASTE005 FASTENAL COMPANY			485
		23-00156 FLEET: VARIOUS SHOP SUPPLIES	125.55		
60905	11/30/23	GIANA005 MARCY GIANATTASIO			485
		23-01405 NJLM REIMBURSEMENT	171.94		
60906	11/30/23	HIGHL025 HIGHLAND LAKES VOLUNTEER FIRE			485
		23-01489 Fire Dept Reimbursements Oct23	2,562.60		
60907	11/30/23	INTEG010 INTEGRATED MICRO SYSTEMS, INC			485
		23-01471 IT Services December 2023	2,400.00		
60908	11/30/23	JEMEL005 JEM ELECTRIC LLC			485
		23-01346 Technology- Server Outlet	600.00		
60909	11/30/23	KONIC005 KONICA MINOLTA BUSINESS SOLUTI			485
		23-00217 Municipal Copier Leases 2023	94.42		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60910	11/30/23	KUIKE005 KUIKEN BROTHERS CO., INC.			485
	23-01281	MATERIALS LADIES LOCKER ROOM	326.98		
60911	11/30/23	LAWS005 LAWSOFT, INC			485
	23-01315	2yr Advanced Gateway Security	1,500.00		
60912	11/30/23	LAZIE005 HOWARD LAZIER			485
	23-01406	NJLM REIMBURSEMENT	351.51		
60913	11/30/23	LEIDI005 CRAIG LEIDIG			485
	23-01478	BOOT REIMBURSEMENT	38.49		
60914	11/30/23	MAGLO005 MAGLOCLEN			485
	23-01419	MaglocLen- Annual Membership	400.00		
60915	11/30/23	MCAFE010 MC AFEE HARDWARE CO., INC.			485
	23-00126	FLEET: VARIOUS REPAIR PARTS	6.92		
	23-01395	Beautification Comm Supplies	44.97		
			51.89		
60916	11/30/23	NATAL005 NATALIE BUCCIERI			485
	23-01449	N Buccieri NJLM Conference	336.87		
60917	11/30/23	NETW0015 Verizon Connect (NETWORKFLEET)			485
	23-00045	Network Fleet	170.55		
60918	11/30/23	NJSTA010 NJ ST ASSOC OF POLICE CHIEFS			485
	23-01402	Mid Year Confrence	498.00		
60919	11/30/23	NORTH015 NORTH EAST PARTS GROUP LLC			485
	23-00130	FLEET:VARIOUS VES REPAIR PARTS	723.55		
60920	11/30/23	NORTH050 NORTHEAST COMMUNICATIONS INC			485
	23-00042	Police Matintenance	110.00		
60921	11/30/23	OPRAN005 OPRANDY'S FIRE & SAFETY INC			485
	23-00050	Police Oxygen Tank	405.56		
60922	11/30/23	PATRI010 PATRIOT SECURITY NJ LLC			485
	23-01225	Municipal Bldg Camera Upgrade	3,555.00		
60923	11/30/23	PENTE005 PENTELEDATA LP			485
	23-01484	Municipal Cable Serv Nov 2023	507.80		
60924	11/30/23	PRIME005 PRIMEPOINT LLC			485
	23-00325	INVOICES	364.50		
60925	11/30/23	RERSU005 RER SUPPLY, LLC			485
	23-01059	PLAYGROUND MULCH	1,700.00		
60926	11/30/23	RESID010 RESIDUALS MANAGEMENT SERVICES,			485
	23-00199	B&G - Grease Trap Senior Cntr	222.10		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
60927	11/30/23	ROUTE005 ROUTE 23 AUTO MALL LLC			485
		23-00133 FLEET:VARIOUS FORD VEHICLE PAR	281.74		
60928	11/30/23	ROUTE010 ROUTE 23 PATIO & MASON CENTER			485
		23-01095 CATCH BASIN BLOCK	733.81		
60929	11/30/23	SASSE010 SASSE GLASS LLC			485
		23-01340 EMERGENCY WINDOW REPAIR	400.00		
60930	11/30/23	SHAW0005 LAUREN SHAW			485
		23-01404 NJLM REIMBURSEMENT	358.03		
60931	11/30/23	SIGIO005 SIGI OTT			485
		23-01420 Uniform Reimbursment	110.70		
60932	11/30/23	SPACE005 SPACE WILD ANIMAL FARM INC			485
		23-00066 DEER CARCASS REMOVAL	58.00		
60933	11/30/23	STEVE020 STEVEN M. SIEGEL			485
		23-01488 Alt Municipal Prosecutor Serv	800.00		
60934	11/30/23	SUSSE095 SUSSEX COUNTY M.U.A.		11/30/23 VOID	0
60935	11/30/23	SUSSE095 SUSSEX COUNTY M.U.A.			485
		23-00056 RECYCLING GLASS	80.80		
		23-00430 BULKY WASTE DAY CLEANUP	117.90		
		23-00540 ROAD SWEEPINGS DISPOSAL	515.80		
			<u>714.50</u>		
60936	11/30/23	TARA0005 THE ANIMAL RIGHTS ALLIANCE, INC			485
		23-00165 Spay/Neuter	305.00		
60937	11/30/23	TERRE005 TERRESTRIAL IMAGING LLC			485
		23-01425 DJI Care Enterprise	559.00		
60938	11/30/23	TINAK005 TINA KRAUS			485
		23-01413 NJLM REIMBURSEMENT	283.82		
60939	11/30/23	TREES005 TREES PLUS, LLC			485
		23-00535 TREE DISPOSAL	2,000.00		
60940	11/30/23	VAN00005 O'TOOLE SCRIVO FERNANDEZ WEINE			485
		23-00025 Township Attorney Retainer	5,000.00		
		23-01464 Legal Service Litigat Oct 2023	8,997.70		
			<u>13,997.70</u>		
60941	11/30/23	VERNO120 VERNON TWP BOARD OF EDUCATION			485
		23-01504 Nov Current Expenses & Debt 23	1,836,868.00		
60942	11/30/23	WELLS050 WELLS FARGO VENDOR FINANCIAL			485
		23-00027 Copier Lease Clerk Office	196.11		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description			Contract	
10-001		GENERAL/CENTRAL CHECKING	Continued		
60943	11/30/23	WELLS055 WELLS FARGO VENDOR FINANCIAL			485
	23-01307	Municipal Copier Lease	1,468.85		
60944	12/04/23	GPCNA005 NAPA Auto Parts			486
	23-00124	FLEET: DPW VARIOUS REPAIR PART	1,040.91		
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	64	2	1,902,541.01	742.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	64	2	1,902,541.01	742.00
12-001		PLANNING/ZONING			
4547	12/05/23	WILSO005 Wilson Facility Management LLC			487
	23-01532	release escrow lu# 6-15-8	1,262.73		
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	1,262.73	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	1,262.73	0.00
22-001		PAYROLL AGENCY			
4846	11/29/23	AFSCM005 A.F.S.C.M.E., NEW JERSEY COUNC			484
	23-01495	NOVEMBER 2023	836.28		
4847	11/29/23	LOCAL005 P.B.A. LOCAL 285			484
	23-01494	NOVEMBER 2023	1,400.00		
4848	11/29/23	LOCAL010 U.A.W. LOCAL 2326			484
	23-01493	NOVEMBER 2023	691.20		
4849	11/29/23	POLIC005 POLICE AND FIREMAN'S INS. ASSO			484
	23-01492	NOVEMBER 2023	98.34		
4850	11/29/23	TRANS015 TRANS WORLD ASSURANCE COMPANY			484
	23-01496	NOVEMBER 2023	1,020.00		
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	5	0	4,045.82	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	5	0	4,045.82	0.00
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	70	2	1,907,849.56	742.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	70	2	1,907,849.56	742.00

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	Current	Qtr To Date	Year To Date
Taxable Wages			
Federal Income	326,346.44	1,356,924.76	7,408,916.09
FICA - Social Security	344,650.65		
FICA - Medicare	358,043.67	1,484,196.09	8,150,067.62
State Income	380,224.56	1,572,308.27	8,671,751.28
State Unemployment	28,282.91	149,646.72	4,498,100.70
State FLI / DIS	352,351.21	1,493,637.09	8,501,066.59
Amount Your Account Will Be Debited:			141,996.34

	Employer Share	Employee Share	Total	ADS
Federal Taxes				
Federal Income Tax		39,764.15	39,764.15	*
Social Security 6.200% / 6.200%	21,368.26	21,368.26	42,736.52	*
Medicare 1.450% / 1.450%	5,191.72	5,191.72	10,383.44	*
Total Federal Taxes	26,559.98	66,324.13	92,884.11	
NJ State Taxes				
NJ State Income Tax		15,528.03	15,528.03	*
NJ Unemployment / 0.425%		120.26	120.26	*
NJ Family Leave / 0.060%		211.41	211.41	*
Total NJ State Taxes		15,859.70	15,859.70	
Public Employees Retirement System				
PERS Pension		12,804.80	12,804.80	*
PERS Pension Loan		3,024.31	3,024.31	*
PERS Pension Arrears		57.20	57.20	*
PERS Contributory Insurance		853.67	853.67	*
Total PERS Pension		16,739.98	16,739.98	
Police And Firemans Retirement System				
P&F Pension		14,036.83	14,036.83	*
P&F Pension Loan		2,475.72	2,475.72	*
Total P&F Pension		16,512.55	16,512.55	
DCRP Contribution				
DCRP Contribution	160.60	218.10	378.70	
Total DCRP Contribution	160.60	218.10	378.70	
Agency / Deductions				
Child Support		353.17	353.17	
Aflac Post Tax		201.22	201.22	
Trans Wo		510.00	510.00	
POL/FIRE		49.17	49.17	
Dues AFSCME D		418.14	418.14	
Dues UAW		345.60	345.60	
Valic 457		4,037.50	4,037.50	
Lincoln 457		600.00	600.00	
Dues PBA		700.00	700.00	
AFLAC Pre Tax		537.90	537.90	
FSA Dependent Care		195.00	195.00	
Medical Pre Tax		20,885.08	20,885.08	
FSA Medical		562.91	562.91	
Total Agency / Deductions		29,395.69	29,395.69	

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	Employer Share	Employee Share	Total	ADS
Net Pay				
Net Checks		9,096.41	9,096.41	
Net Deposits Checking		216,406.77	216,406.77	
Net Deposits Savings		1,788.35	1,788.35	
Partial Checking		5,225.00	5,225.00	
Partial Savings 1		1,750.00	1,750.00	
Partial Savings 2		270.00	270.00	
Net Memorandums		706.11	706.11	
Total Net Pay		235,242.64	235,242.64	
Grand Totals				
Taxes, Pension, Agency, & Net Pay	26,720.58	380,292.79	407,013.37	
Payroll Funding				
Gross Payroll		380,292.79		
Total Payroll Funding	26,720.58	380,292.79	407,013.37	
Gross Earnings				
Regular		339,735.61	339,735.61	
Overtime		6,548.94	6,548.94	
Retro		120.13-	120.13-	
Sgnt Pay		416.24	416.24	
Sgnt Overtime		41.66	41.66	
Benefit		1,426.91	1,426.91	
Longevity		4,963.64	4,963.64	
On Call		350.00	350.00	
Dispatch Lunch		522.91	522.91	
PS Payout		18,395.33	18,395.33	
Outside		3,072.57	3,072.57	
Wed Pay		75.00	75.00	
Health Care Stipend		2,415.10	2,415.10	
Stipend		104.17	104.17	
Training Days - Police		776.54	776.54	
Workers Compensation		1,568.30	1,568.30	
Total Gross Earnings		380,292.79	380,292.79	
Taxable / Non Taxable / Other				
Group Life		1,500.07	1,500.07	
Total Txbl/Non Taxable/Other		1,500.07	1,500.07	
Deductions Summary				
Total Taxes	26,559.98	82,183.83	108,743.81	
Total Pension		33,252.53	33,252.53	
Total DCRP	160.60	218.10	378.70	
Total Agency		29,395.69	29,395.69	
Total Deductions	26,720.58	145,050.15	171,770.73	

TOWNSHIP OF VERNON

RESOLUTION #23-257

**REFUND OVERPAYMENT DUE TO STATE TAX COURT JUDGMENT
(Reeves) Block 9 Lot 16**

WHEREAS, a Tax Court Judgment has been favorably awarded for the year 2017: and,

WHEREAS, such Judgment has resulted in an overpayment of 2017 property taxes for Block 9 Lot 16 also known as 14 Telfer Drive, Glenwood, New Jersey.

NOW, THEREFORE BE IT RESOLVED by the Council of the Township of Vernon, to authorize the Tax Collector to refund the 2017 overpayment in the amount of \$497.99 to Spiotti & Associates, P.C. attorney for Plaintiff.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Tax Collector.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski
Tax Collector

TOWNSHIP OF VERNON

RESOLUTION #23-258

REFUND OVERPAYMENT DUE TO STATE TAX COURT JUDGMENT

(Reeves) Block 9 Lot 16

WHEREAS, a Tax Court Judgment has been favorably awarded for the year 2018: and,

WHEREAS, such Judgment has resulted in an overpayment of 2018 property taxes for Block 9 Lot 16 also known as 14 Telfer Drive, Glenwood, New Jersey.

NOW, THEREFORE BE IT RESOLVED by the Council of the Township of Vernon, to authorize the Tax Collector to refund the 2018 overpayment in the amount of \$511.67 to Spiotti & Associates, P.C. attorney for Plaintiff.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Tax Collector.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski
Tax Collector

TOWNSHIP OF VERNON

RESOLUTION #23-259

REFUND OVERPAYMENT DUE TO STATE TAX COURT JUDGMENT

(Reeves) Block 9 Lot 16

WHEREAS, a Tax Court Judgment has been favorably awarded for the year 2019: and,

WHEREAS, such Judgment has resulted in an overpayment of 2019 property taxes for Block 9 Lot 16 also known as 14 Telfer Drive, Glenwood, New Jersey.

NOW, THEREFORE BE IT RESOLVED by the Council of the Township of Vernon, to authorize the Tax Collector to refund the 2019 overpayment in the amount of \$535.42 to Spiotti & Associates, P.C. attorney for Plaintiff.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Tax Collector.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski
Tax Collector

TOWNSHIP OF VERNON

RESOLUTION #23-260

REFUND OVERPAYMENT DUE TO STATE TAX COURT JUDGMENT

(Rt. 94 Development Corp.) Block 607 Lot 43

WHEREAS, a Tax Court Judgment has been favorably awarded for the year 2020: and,

WHEREAS, such Judgment has resulted in an overpayment of 2020 property taxes for Block 607 Lot 43 also known as 12 Old Rudetown Rd., Vernon, New Jersey.

NOW, THEREFORE BE IT RESOLVED by the Council of the Township of Vernon, to authorize the Tax Collector to refund the 2020 overpayment in the amount of \$17,884.82 to Archer & Greiner, P.C. as trustee for Rt. 94 Development Corp.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Tax Collector.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski
Tax Collector

TOWNSHIP OF VERNON

RESOLUTION #23-261

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 273 Lot 85 - Sinnett)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Braden Sinnett a 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 3rd & 4th quarter 2023 property tax in the amount of \$1,712.63 to Braden Sinnett.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MO-TION	SECOND	YES	NO	ABSTAIN	ABSENT
DeBenedetto, J.						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-262

**CANCELLING TAXES FOR TOTAL DISABLED VETERAN
(Block 273 Lot 85- Sinnett)**

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS on awarded Braden Sinnett a 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2024 in the amount of \$3,588.71.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the Tax Collector.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-263

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 540 Lot 4 - Cucuta)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Dionisio Cucuta a 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 4th quarter 2023 property tax in the amount of \$3,033.15 to Lereta Tax Service.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MO-TION	SECOND	YES	NO	ABSTAIN	ABSENT
DeBenedetto, J.						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-264

**CANCELLING TAXES FOR TOTAL DISABLED VETERAN
(Cucuta Block 540 Lot 4)**

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS on awarded Dionisio Cucuta a 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2024 in the amount of \$5,596.99.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the Tax Collector.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-265

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 490 Lot 6 - Canova)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Kevin Canova a 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 4th quarter 2023 property tax in the amount of \$3,038.17 to Kevin Canova.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MO-TION	SECOND	YES	NO	ABSTAIN	ABSENT
DeBenedetto, J.						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-266

**CANCELLING TAXES FOR TOTAL DISABLED VETERAN
(Canova Block 490 Lot 6)**

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS on awarded Kevin Canova a 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2023 in the amount of \$3,038.17.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the Tax Collector.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-267

**CANCELLING TAXES FOR TOTAL DISABLED VETERAN
(Canova Block 490 Lot 6)**

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS on awarded Kevin Canova a 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2024 in the amount of \$5,896.48.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the Tax Collector.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-268

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 335 Lot 17 - Lillis)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Richard Lillis a 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 4th quarter 2023 property tax in the amount of \$1,891.36 to Richard Lillis.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MO-TION	SECOND	YES	NO	ABSTAIN	ABSENT
DeBenedetto, J.						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-269

**CANCELLING TAXES FOR TOTAL DISABLED VETERAN
(Block 335 Lot 17- Lillis)**

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS on awarded Richard Lillis a 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2024 in the amount of \$4,965.06.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the Tax Collector.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-270

**CANCELLING TAXES FOR TOTAL DISABLED VETERAN
(Canova Block 490 Lot 6)**

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS on awarded Kevin Canova a 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2023 in the amount of \$3,038.17.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the Tax Collector.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-271

**CANCELLING TAXES FOR TOTAL DISABLED VETERAN
(Block 564 Lot 1- Castrovillari)**

WHEREAS THE DEPARTMENT OF VETERANS AFFAIRS on awarded Daniel Castrovillari a 100% permanent and total disabled veteran; and

WHEREAS, as of said date the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2024 in the amount of \$4,156.58.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the Tax Collector.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-272

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 564 Lot 1 - Castrovillari)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Daniel Castrovillari a 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 3rd & 4th quarter 2023 property tax in the amount of \$4,305.95 to Daniel Castrovillari.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MO-TION	SECOND	YES	NO	ABSTAIN	ABSENT
DeBenedetto, J.						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-273

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 462 Lot 24 - Koziel)**

WHEREAS, THE DEPARTMENT OF VETERANS AFFAIRS awarded Darrin Koziel a 100% permanent and totally disabled veteran: and,

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 3rd & 4th quarter 2023 property tax in the amount of \$4,108.05 to Darrin Koziel.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MO- TION	SECOND	YES	NO	ABSTAIN	ABSENT
DeBenedetto, J.						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #23-274

AUTHORIZE THE AWARD OF A RFQ 10-2023 DOOR ACCESS SYSTEMS IN A FAIR AND OPEN MANNER TO INTEGRATED SYSTEMS & SERVICES INC.

WHEREAS, the Township of Vernon has a need for door access system upgrade and installation as a public works request for quote in a fair and open manner, consistent with N.J.S.A.19:44A-20.5 and

WHEREAS, the Township publicly noticed vendors in a fair and open manner and received four quotes in accord with N.J.S.A.40A:11-6.1 to wit:

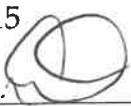
NAME OF BIDDER	COMMERCIAL TECHNOLOGY CONTRACTORS INC	Integrated Security & Communications	Advantage Security Systems	INTEGRATED SYSTEMS & SVCS INC
PROPOSAL	\$49,549.77	\$6,830.19	\$36,915.92	\$23,236.00
		\$12,456.00		
TOTAL	\$49,549.77	\$19,286.19	\$36,915.92	\$23,236.00

WHEREAS Integrated Systems & Services Inc. have provided the proposal that is most advantageous to the Township, Price and Other factors considered in accord with N.J.S.A.40:11-6.1; and

WHEREAS, this contract for services is a public works contractor registration project, of which Integrated Systems and Services Inc. is the lowest responding vendor who complies with applicable New Jersey Department of Labor Laws (N.J.S.A. 34:11-56.48 et seq.); and

WHEREAS, it is the recommendation of the Business Administrator to award project RFQ# 10- 2023, Door Access Systems”, to Integrated Systems and Services Inc. 541 Industrial Way, Eatontown, N.J. 07724, in the amount of \$23,236.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Vernon authorizes the Mayor to enter into a contract with Integrated Systems and Services Inc. 541 Industrial Way, Eatontown, N.J. 07724, in the amount of \$23,236.00, for the project RFQ# 10- 2023, Door Access Systems”

Certification of Funds	
Account: C-04-23-015	
Amount: \$23,236.00	
CMFO Signature: _____	

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

November 13, 2023

Mr. Sean P. Canning
Township of Vernon
21 Church St.
Vernon, NJ 07462

Re: Vernon Twp. Door Access System Upgrade
Quote # ASR101723-1Rev.1

Dear Sean:

Thank you for giving us an opportunity to support your asset protection needs. Based on the bid document and our assessment of your needs, our team is pleased to submit for your review and approval of the following proposal.

Scope of Work

We will supply and install the material listed below in the "Schedule of Protection Equipment" As described below.

We will supply a Software House CCURE 9000 Site Server to replace the existing CCURE 800 software. We will copy the existing CCURE 800 database and send it to Software House to convert it and install it on the new Site Server. We will install a Software House Edge Panel to control the new door. We will connect the new Site Server to an existing data switch on the Vernon Township Network. We will program the new Edge Panel for the new door. Please see below for the equipment that will be installed.

We will install card access on the following:

Municipal Front Door #2 :

- Install New Composite Cable
- (1) Card Reader
- (1) Electric Lock
- (1) REX Motion Detector
- (1) Door Contact:

Controller Room:

- Software House Edge Controller
- Software House CCURE 9000 Site Server
- 22" Monitor

Notes:

- All cable to be run free air above the drop ceiling
- We will program the new door
- We will connect the new controller to an existing data switch on the Vernon Twp. Network. Data switch is to be supplied by Vernon Twp.
- All existing door controllers, door hardware (electric or manual) is assumed to be in good working order. Any equipment or material that is defective or in need of repair will require a change order to repair and/or replace.
- All workstations for the card access system are by Vernon Township.
- All 120 VAC is by others.

Reliable Protection - **Simplified**

541 Industrial Way West, Suite B, Eatontown, NJ 07724
(732) 542 0116
www.integratedsystems.org



Schedule of Protection Equipment

Manufacturer	Description	Qty
Software House	Ccure 9000 Site Server - Supports 32 Readers	1
Capture Advance	22" Monitor	1
Software House	CCure 800/8000 to 9000 Data Conversion	1
Trendnet	Poe Injector	1
Software House	ISTAR Edge w/Enclosure and PoE Module	1
HID	RP 40 Multiclass Reader	1
GRI	Door Contact	1
Bosch	PIR Rex Motion	1
	Electric Lock	1
HID	Prox Key III Fob – 50 Pack	2
HID	Prox Card II – 25 Pack	4

Our proposal includes the following:

- Integrated Systems & Services Project Management

Pricing Summary

System Price: \$23,236.00 (twenty three thousand two hundred thirty six dollars) **Plus applicable taxes. If the project is tax exempt, please submit proper paperwork.

Integrated Systems pricing is valid for thirty (30) days from the date of proposal. Installation Labor is based on our Prevailing Wage Labor Rates during Normal Business Hours.

- 1) Due to the instability in the electronics marketplace security equipment prices can only be held for thirty days. If the manufacturers increase their prices after that we will need to adjust our prices based on the percentage of increase we receive from the manufacturers. Whatever percentage of increase we receive we will adjust our price to you by that percentage.

Terms & Conditions

Warranty:

One-Year Warranty on all NEW parts and technical labor provided under this agreement as required for diagnosing and repairing the problem. Products are warranted to be free from defects in material and workmanship, under normal and proper use. Manufacturer and / or ISSI agree to correct by repair or at its discretion by replacement of any defect of material or workmanship without charge during this period. Warranty service to be provided during Integrated Systems & Services, Inc. normal business hours; 8:00am to 4:30 pm, Monday through Friday, excluding Integrated Systems & Services, Inc. holidays.

Customer To Provide & Clarifications:

1. Primary 120 VAC power on 20 Amp dedicated circuit, no more than .5V to ground, clear of spikes and surges, to be provided at required locations.
2. Adequate mounting space for the required security components is by others.

Reliable Protection - Simplified

541 Industrial Way West, Suite B, Eatontown, NJ 07724

(732) 542 0116

www.integratedsystems.org



3. Environmentally safe location for the required security components.
4. Integrated Systems & Services requires written notification of any existing environmental hazard (i.e. asbestos) that personnel could be exposed to while providing this system. Each area of concern will require separate notification.
5. All permits and fees excluded from this proposal.*
6. Customer is solely responsible for compliance with any applicable ADA requirements for equal access.
7. All drawings, proposals and related documentation are proprietary and will remain the property of Integrated Systems & Services, until Final Payment is received - any use or reproduction of same is strictly prohibited. Integrated Systems & Services, Inc. retains title to Ownership of all materials until final payment is received.
8. Permanent signage related to life safety codes is to be provided by others.
9. All ISSI technical labor is to be performed during normal work hours. Any work required after hours are subject to overtime rates.
10. Phone lines, LAN, WAN, modems, network drops or other communication mediums are by others.
11. All PoE and data switches are by others.
12. Connection to the PoE switches is by others.
13. Patching and painting is by others.
14. Required connection to the fire alarm system is by others.

* **Denotes: Unless Specifically Included In This Proposal**

Terms:

1. **Deposit of 35% with Order. (Mobilization & Equipment Ordering)**
2. **Progress Billing: Net 30 for the Balance.**
3. All prices are valid for 30 days from date of the proposal.
4. Client is to provide access to facility for all work to be performed during normal business hours.
5. Tentative Scheduling is four to six weeks from receipt of order and subject to change without notice.
6. Invoice will be issued for equipment received at Client site or at Integrated Systems warehouse.
7. Delays to the project schedule which are out of the control of Integrated Systems will not be cause for delays in billing per the schedule.
8. Changes to this contract shall not affect above payment schedule.
9. Cancelled orders will incur a 30% restocking charge.
10. Equipment identified as custom order is not returnable and must be paid for in full.
11. Quoted prices DO NOT include any applicable sales tax unless specifically stated.
12. Installation and service is provided by our factory trained, non-union technicians and subcontractors, unless specifically stated otherwise.

The capabilities of the system proposed are complete as defined herein. Any prior oral or written representations outside the body of this proposal are excluded.

We appreciate this opportunity to propose our services to you and we look forward to serving your security needs. We can start processing this order by a signature on this proposal or the issuance of your own purchase order.

Integrated Systems & Services, Inc.

Tony Rinaldi

Tony Rinaldi
O – 732-542-0116 xt.220
M – 732-522-9737
trinaldi@integratedsystems.org

Accepted by
Signature: _____

Please Print Name: _____

Date: _____

PO # If Required: _____ Deposit \$ Amount: _____



CONTRACT FOR

**RFQ# 23-10 Door Access Systems
VERNON TOWNSHIP**

THIS CONTRACT made the ____ day of _____ 2023

BETWEEN

TOWNSHIP of Vernon, a municipal corporation of the State of New Jersey, whose address 21 Church Street, Vernon, N.J., hereinafter called the OWNER:

AND

Integrated Systems and Services Inc. 541 Industrial Way, Eatontown, N.J. 07724, hereinafter called the CONTRACTOR;

WHEREAS, the OWNER requires the project known as RFQ# 23-10 Door Access Systems, as per specifications and drawings contained within bid packet, and hereinafter called the "Project", in accordance with all applicable federal, state, and local laws and regulations, and the Contract Documents.

NOW, THEREFORE, the OWNER and the CONTRACTOR, in exchange for the mutual consideration set forth herein, agree as follows:

ARTICLE I: CONTRACT DOCUMENTS

The Contract Documents shall consist of the following component parts:

- a. The Proposal Form and documents submitted therewith by the CONTRACTOR to the OWNER in response to OWNER's request for bids;
- b. Project Manual for RFQ#23-10 and drawings, specifications and documents referred to therein, if applicable;
- c. Bonds as required by bid instruction, if applicable;
- d. This Contract.

ARTICLE II: SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, tools and services necessary to perform and complete the Project in strict compliance with the Contract Documents and to meet the legal and technical requirements of the Project. The CONTRACTOR's services shall hereafter be referred to as the "Work".

ARTICLE III: THE CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the Work based on the Bid prices, in accordance with and subject to additions and deductions provided by the Contract Documents, the total sum of:

Twenty Three Thousand, Two Hundred Thirty Six Dollars and Zero Cents, (\$23,236.00)

The Contractor shall be paid the prices stipulated in the Bid as full compensation for everything furnished and performed by the CONTRACTOR under this Contract, including all Work required, but not specifically mentioned, and all loss or damage arising out of the nature of the aforesaid Work, the action of the elements, any unforeseen obstruction or difficulty encountered in the prosecution of the Work, all risks of every description connected with the Work, all expenses incurred by or in consequence of the suspension or discontinuance of the Work as herein specified, and for well and faithfully completing the Work and the whole thereof, as herein provided.

ARTICLE IV: TIME OF COMPLETION

The CONTRACTOR shall start work on the Project within five (5) calendar days after receiving notice to proceed from the OWNER. The CONTRACTOR shall complete all work required by this Contract within 20 calendar days after receipt of said notice to proceed.

The CONTRACTOR shall pay monetary liquidated damages to the OWNER for each and every working day that the CONTRACTOR shall be in default in completing the Work within the time stipulated in the Contract Documents. (Working days excludes Saturdays, Sundays and Designated TOWNSHIP Holidays.)

ARTICLE V: THE CONTRACT DOCUMENTS

The parties agree that the terms and conditions contained in the Contract Documents (including bid information, bid documents, specifications, supplemental specifications and drawings) are made part of this Contract and are binding on both parties as if all conditions contained in the Contract Documents were set forth in this Contract.

In addition, the Owner's designated engineer shall furnish to the CONTRACTOR supplementary drawings or explanations as may be necessary to illustrate the work to be done, and the CONTRACTOR shall conform to same as part of this Contract, and all such supplemental information shall be part of the Contract Documents.

The Contract Documents comprise the entire agreement between the Owner and the Contractor and may only be amended as herein described.

ARTICLE VI: SUBCONTRACTORS

The CONTRACTOR will not use subcontractors for the performance of its obligations under the Contract Documents.

ARTICLE VII: WAIVERS

Neither the inspection by the OWNER or by the OWNER's agents, nor any orders or measurement of certificate by the Engineer, nor any order by the OWNER for the payment of money, nor payment for or acceptance of the whole or any part of the Work by the OWNER, nor any extension of time or any possession taken by the OWNER or its employees, shall operate as a waiver of any provision of this Contract, any power herein reserved to the OWNER, or any right to damages herein provided. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided and in addition to all other suits, actions, or legal proceedings. The OWNER shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

ARTICLE VIII: OWNER AND RESPONSIBILITY OF THE ENGINEER

All work shall be done under the observation of the Engineer, or another authorized representative of the OWNER. The Engineer shall decide any and all questions which may arise regarding the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Contract Documents, and all questions concerning the acceptable fulfillment of the Contract by the CONTRACTOR.

The Engineers services during the construction of the Project are intended to provide OWNER a greater degree of confidence that the completed work of CONTRACTOR will conform in general to the Contract Documents, Drawings and Specifications. The Engineer shall not, during visits to the project site or as a result of observation of CONTRACTOR's work in progress, supervise, direct or have control over CONTRACTOR's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR's, for any safety precautions and programs incident to the work of CONTRACTOR's or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR's furnishing and performing the work. Accordingly, Engineer neither guarantees the performance of any CONTRACTOR's nor assumes responsibility for any CONTRACTOR's failure to furnish and perform its work safely or in accordance with the Contract Documents.

ARTICLE IX: SUCCESSORS AND ASSIGNS

This Contract and all of the covenants herein shall be binding upon the OWNER and the CONTRACTOR respectively, and the CONTRACTOR's subcontractors, subconsultants, partners, successors, assigns and legal representatives. Neither the OWNER nor the

CONTRACTOR shall have the right to assign, transfer or sublet their interests or obligations hereunder without written consent of the other party.

ARTICLE X: TERMINATION

- a. The OWNER may, upon seven days written notice to the CONTRACTOR, and at any time after the execution of this Contract, terminate or limit the services of the CONTRACTOR furnished hereunder for any reasons; including but not limited to, the abandonment of the Project, or the unavailability of monies to complete the Work.
- b. In the event of such termination, the CONTRACTOR shall be compensated for its authorized services rendered hereunder up to that date, and for all reasonable shutdown costs as agreed to by both parties.

ARTICLE XI: INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER and the Engineer, their officers, employees and agents, against any loss, liability, claims or demands (including death and/or property damage), arising out of or resulting, in whole or in part, from the CONTRACTOR's performance of this Contract.

ARTICLE XII: CONTRACTOR'S STATUS AND RESPONSIBILITIES

- a. The CONTRACTOR's status shall be that of an independent principal, and not an agent or employee of the OWNER.
- b. The CONTRACTOR shall be responsible for providing competent, suitably qualified personnel to perform the Work.
- c. The CONTRACTOR shall be responsible for proceeding with the work and adhering to the schedule during all disputes or disagreements with the OWNER. No work shall be delayed or postponed pending resolution of any dispute or disagreement.
- d. The CONTRACTOR shall pay to the OWNER, and the OWNER shall have the right to deduct the full amount of, all expenses, losses and damages from all monies due or to become due the CONTRACTOR under this Contract for any of the following reasons:
 1. Any defect, omission, or mistake of the CONTRACTOR or its employees; and the repairs of same, as determined by the Engineer.
 2. All costs of engineering work and inspection after the specified completion time for the Contract.
 3. All costs incurred by the OWNER for overtime payments to the Inspection personnel caused by the CONTRACTOR's overtime work. Overtime is considered as all hours worked exceeding eight hours per day or forty hours per week; all hours worked on Saturday or Sunday; and all hours worked on legal holidays observed by the OWNER.
 4. Liquidated Damages in the amount set forth in Section X of the General Conditions – Construction of the bid specifications (Project Manual) for each and every day that the CONTRACTOR shall be in default of completing the Work of this

Contract. This sum is hereby agreed to be proper and reasonable liquidated damages which the OWNER will suffer by reason of such default.

5. All costs associated with liens filed and/or served by any of the CONTRACTOR's subcontractors seeking payment for work and/or services performed in connection with this contract.

ARTICLE XIII: GUARANTEE AND CORRECTION OF DEFECTIVE WORK

- a. The CONTRACTOR warrants and guarantees to the OWNER that all Work will be performed in accordance with all applicable federal, state and local laws, standards and regulations and the Contract Documents; and that the Work will not be defective.
- b. If within two (2) years after the acceptance date, any Work is found to be defective, the CONTRACTOR shall promptly correct the defective Work, or remove and replace it with non-defective Work, as directed by the OWNER, and at no additional cost to the OWNER.

ARTICLE XIV: AFFIRMATIVE ACTION

During the performance of this contract, the CONTRACTOR agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employee's place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31, et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C.17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et. seq., as supplemented and amended from time to time, and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C.17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31, et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

ARTICLE XV: CONTRACT BINDING

This Contract shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

ARTICLE XVI: MANDATORY CONTRACT DISPUTE PROCEDURES

The CONTRACTOR agrees to Mandatory Contract Dispute Procedures required by N.J.S.A. 40A:11-50, as described below.

In an effort to resolve any disputes that arise during the construction of the project or following the completion of the project, the CONTRACTOR and Owner agree that all disputes between them arising out of or relating to the performance of the work described in the Contract Documents shall be submitted to nonbinding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The CONTRACTOR further agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Nothing in this section shall prevent the Owner from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (C:40A:11-1, et seq.).

ARTICLE XVII: GOVERNING LAW

The laws of the State of New Jersey will govern the validity of this Contract, its interpretation and performance.

ARTICLE XVIII: PREVAILING WAGE RATE

The CONTRACTOR agrees to comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., and all corresponding rules and regulations. The CONTRACTOR shall pay all workers employed in the performance of this contract the prevailing wages determined pursuant to the above cited law.

P.L. 2021, c. 301 requires a contractor submitting the lowest bid for a contract that is subject to the Prevailing Wage Act, if that bid is 10 percent or more lower than the next lowest bid, to certify to the public body that the prevailing wage rates required by the Act shall be paid. If the bidder does not provide the certification prior to the award of the contract, the public body shall award the contract to the next lowest responsible and responsive bidder.

Further, P.L. 2021, c. 301 also amended N.J.S.A. 34:11 -56.27 to require that any contract for public work expressly stipulate that workers performing work under the contract shall not be paid less than the required prevailing wage rate. Contractors and their sureties shall be liable to the public body, any lessee to whom the public body is leasing a property or premises or to any lessor from whom the public body is leasing or will be leasing a property or premises, for any excess costs occasioned by the termination of their right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages.

ARTICLE XIX: AMERICANS WITH DISABILITIES ACT

The CONTRACTOR and the Owner do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Agreement, the CONTRACTOR agrees the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Agreement, the CONTRACTOR shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the Owner and engineer, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the CONTRACTOR agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner or if the Owner incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or engineer or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner or engineer of the services provided by the CONTRACTOR pursuant to this Agreement will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this Paragraph.

It is further agreed and understood that the Owner and engineer assume no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claims made under the Act.

IN WITNESS WHEREOF, the parties hereto have thereunto set their hands and seals.

ATTEST:

ATTEST:

TOWNSHIP OF VERNON

By: _____

Contractor

By: _____

(Affix Corporate Seal)

TOWNSHIP OF VERNON

RESOLUTION #23-275

**RESOLUTION AMENDING RESOLUTION #23-162 TO UPDATE AN
APPOINTMENT EXTENDING PETER LAEMERS AS JUDGE OF THE
VERNON TOWNSHIP MUNICIPAL COURT**

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

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

WHEREAS, on November 10, 2022, the Vernon Township Council passed Resolution No. 22-259 which confirmed the appointment of James Sloan to the vacant position from January 1, 2023 to December 31, 2023; and

WHEREAS, another vacancy has occurred in the position of Judge of the Vernon Township Municipal Court and there was a need to appoint a replacement for the remainder of the unexpired term; and

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

WHEREAS, on or about July 20, 2023, P.L. 2023, c. 124 was enacted which moved the reorganization date from January 1st to January 15th for municipalities that hold non-partisan elections in November; and

WHEREAS, a determination has been made that Resolution No. 23-162 needs to be amended to reflect a new expiration date for Peter Laemers as Municipal Court Judge.

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

1. Resolution No. 23-162 is hereby amended to reflect that Peter Laemers appointment as a Municipal Court Judge shall now run until January 15, 2023.
2. This Resolution shall take effect immediately upon adoption according to law.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #23-162

**RESOLUTION CONFIRMING PETER LAEMERS AS JUDGE OF THE
VERNON TOWNSHIP MUNICIPAL COURT**

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

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

WHEREAS, on November 10, 2022, the Vernon Township Council passed Resolution No. 22-259 which confirmed the appointment of James Sloan to the vacant position from January 1, 2023 to December 31, 2023; and

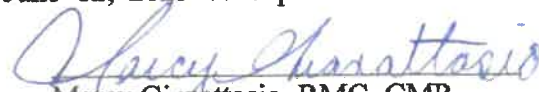
WHEREAS, another vacancy has occurred in the position of Judge of the Vernon Township Municipal Court and there was a need to appoint a replacement for the remainder of the unexpired term; and

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

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Vernon, County of Sussex, State of New Jersey, that the Mayor's appointment of Peter Laemers to serve in the capacity of Municipal Court Judge from May 1, 2023 to December 31, 2023 is hereby confirmed.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 12, 2023 7:00 pm in the Vernon Municipal Center.


Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Township of Vernon

Resolution #23-276

**RESOLUTION AMENDING RESOLUTION #23-30 TO UPDATE AN APPOINTMENT
EXTENDING ALICIA FERRANTE, ESQ. AS MUNICIPAL PROSECUTOR**

WHEREAS, the Township of Vernon ("Township") has a need for a Municipal Prosecutor; and

WHEREAS, pursuant to N.J.S.A. 2B:12-27, a municipality may employ an attorney-at-law as the Municipal Prosecutor under the supervision of the County Prosecutor and that attorney may represent the municipality in any matter within the jurisdiction of the central municipal court and any other municipal court; and

WHEREAS, on January 1, 2023 the Vernon Township Council approved resolution #23-30 appointing Alicia Ferrante, Esq. as the Municipal Prosecutor for a one-year term ending on December 31, 2023: and

WHEREAS, on or about July 20, 2023, P.L. 2023, c. 124 was enacted which moved the reorganization date from January 1st to January 15th for municipalities that hold non-partisan elections in November; and

WHEREAS, a determination has been made that Resolution #23-30 needs to be amended to reflect a new expiration date for Alicia Ferrante, Esq.; and

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

1. Resolution #23-30 is hereby amended to reflect that Alicia Ferrante's appointment as Municipal Prosecutor shall now run until January 15, 2023.
2. This Resolution shall take effect immediately upon adoption according to law.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Township of Vernon

Resolution #23-30

RESOLUTION OF THE TOWNSHIP OF VERNON APPOINTING A MUNICIPAL PROSECUTOR

WHEREAS, the Township of Vernon ("Township") has a need for a Municipal Prosecutor; and

WHEREAS, pursuant to N.J.S.A. 2B:12-27, a municipality may employ an attorney-at-law as the Municipal Prosecutor under the supervision of the County Prosecutor and that attorney may represent the municipality in any matter within the jurisdiction of the central municipal court and any other municipal court; and

WHEREAS, Alicia Ferrante, Esq. has the necessary experience and qualifications to perform the duties of Municipal Prosecutor; and

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

WHEREAS, the Township deems it in the best interests of the Township to appoint Alicia Ferrante, Esq. as the Municipal Prosecutor and to enter a non-fair and open contract to provide said services pursuant to the provisions of the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, Alicia Ferrante, Esq. will complete and submit a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Alicia Ferrante, Esq. 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 Alicia Ferrante, Esq. from making any reportable contributions through the term of the contract to a political or candidate committee in the Township of Vernon; and

WHEREAS, the Chief Financial Officer has certified that there are sufficient funds available.

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

1. Alicia Ferrante, Esq. is hereby appointed as Municipal Prosecutor for one (1) year from January 1, 2023 to December 31, 2023 and the Mayor is authorized to execute a non-fair and open contract with Alicia Ferrante, Esq. to provide these services.
2. The required Business Entity Disclosure Certification and Political Contribution Disclosure Form shall be provided before execution of the contract and be placed on file with the resolution

3. A copy of this resolution shall be kept on file in the Township Clerk's Office.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 1, 2023 12:00 pm in the Vernon Municipal Center.



Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #23-277

AUTHORIZING CHANGE ORDER #1 OF CONTRACT FOR PROPOSED IMPROVEMENTS OF VARIOUS ROADS WITHIN VERNON TOWNSHIP WITH RIVERVIEW PAVING, INC.

WHEREAS, on August 14, 2023, by way of adoption of Resolution #23-216, the Council of the Township of Vernon awarded a contract to Riverview Paving, Inc. for Milling & Paving on Various Roads which contract provided for an expenditure of \$721,890.00 and

WHEREAS, in a memo dated December 4, 2023, the Township Engineer states that the contract requires a Change Order #1 by the reduction of 2(two) items in amount of \$14,553.20 and the addition of 3(three) extra items in amount of \$14,553.20; and

WHEREAS, the Township Engineer, in concurrence with the Mayor, recommends approving Change Order No. 1 resulting in no change to final contract amount of \$721,890.00.

NOW THEREFORE BE IT RESOLVED, by the Council of the Township of Vernon that it hereby approves the Township Engineer’s recommendations and authorizes the Mayor to execute said Change Order No. 1 for said project resulting in the final contract amount of \$721,890.00 for said project; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to Riverview Paving, Inc. and the Township Engineer.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS
Established 1969

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

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

ANN PELLOW WAGNER
NJ - C.L.A., VA - C.L.A., PA - C.L.A.
(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.

December 4, 2023

MEMORANDUM TO: Mr. Howard Burrell, Vernon Township Mayor

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

SUBJECT: Proposed Improvements to Various Streets – 2023
(Cliffwood Lake, Barry Lakes {E-2 Section}, Lake Panorama & Susan Valley Terrace)
Milling, Paving and Line Striping per the
2023 Sussex County Road Resurfacing Program
HPA No. 23-265

Dear Mayor,

Enclosed herewith please find the following paperwork in reference to the above project:

1. Copy of Vernon Township Purchase Order No. 23-01121, Drawdown No. 1, in the amount of \$707,452.20 due Riverview Paving, Inc. for work completed through October 30, 2023.
2. Estimate Certificate No. 1 reflecting quantities used through October 30, 2023.
3. Three (3) copies of Change Order No. 1 which reflect an adjusted contract amount of \$721,890.00. Kindly have an authorized Township representative sign and date all three copies on the line indicated *Presiding Officer*. Retain one copy for your file and **return the remaining two copies to this office**. We will forward one copy to Riverview Paving, Inc. and retain one copy for our records.

Please ensure that Riverview Paving, Inc. has provided all up-to-date payroll certifications prior to issuing payment for this project.

Very truly yours,

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

CLS:mac
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\23-265 - 2023 VARIOUS STREETS RESURFACING\MILLING & PAVING\BURRELL2.DOC

Enclosures

cc: Riverview Paving, Inc.

Township of Vernon
 21 Church Street
 Vernon, NJ 07462
 Phone: (973)764-4055
 Fax: (973)764-4799

Purchase Order

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, CORRESPONDENCE, ETC.**

NO. 23-01121

SHIP TO:
 ADMINISTRATION
 VERNON TOWNSHIP
 21 CHURCH STREET
 VERNON, NJ 07462

VENDOR Vendor #: RIVER020
 RIVERVIEW PAVING, INC.
 859 WILLOW GROVE STREET
 HACKETTSTOWN, NJ 07840


ORDER DATE: 08/25/23
 DELIVERY DATE: 08/16/23
 STATE CONTRACT: SC ROAD PROGRAM
 F.O.B. TERMS:
 VENDOR ACCT NUM:
 VENDOR PHONE #:
 VENDOR FAX #:
 REQUISITION #: R2301965


PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX EXEMPT - TAX ID: 22-6002358

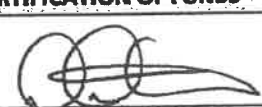
QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	2023 Various St Resurfacing Per Ordinance 23-015 and Res#23-216 Milling: \$164,150.00 Paving: \$551,800.00 Traffic Striping: \$5,940.00	C-04-23-015-01	721,890.0000	721,890.00
			TOTAL	721,890.00
	DRAWDOWN NO. 1 FOR WORK COMPLETED THROUGH 10/30/2023 AS SHOWN ON ESTIMATE CERTIFICATE NO. 1 (ATTACHED) ORIGINAL CONTRACT AMOUNT ADJUSTED CONTRACT AMOUNT BASED ON CHANGE ORDER NO. 1 WORK COMPLETED THROUGH 10/30/2023 LESS 2% RETAINAGE LESS PREVIOUS PAYMENTS AMOUNT DUE THIS DRAWDOWN		\$721,890.00 \$721,890.00 \$721,890.00 (\$ 14,437.80) \$ 0.00	\$707,452.20

APPROVED FOR PURCHASE


 QUALIFIED PURCHASING AGENT


 BUSINESS ADMINISTRATOR/MAYOR

CERTIFICATION OF FUNDS


 CHIEF FINANCIAL OFFICER

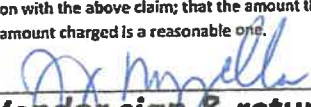
APPROVAL FOR PAYMENT

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

 11/28/23
 DEPT. HEAD DATE

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X 
Vendor sign & return here


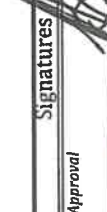
HAROLD E. PELLOW and ASSOCIATES, INC.
 Consulting Engineers, Planners and Land Surveyors
 17 Plains Road, Augusta, NJ 07822-2009
 (973) 948-6463; (973) 948-2916 (fax)

Estimate Certificate No. 1

Date: For Work Completed Through October 30, 2023
Project: Proposed Improvements to Various Streets (Cliffwood Lake, Barry Lakes (E-2 Section), Lake Panorama & Susan Valley Terrace) - Milling & Paving
Owner: Township of Vernon, Municipal Building, 21 Church Street, Vernon, NJ 07462
Contractor: Riverview Paving, Inc., 859 Willow Grove Street, Hackettstown, NJ 07840

Item No.	Description	Unit Measure	Original Contract Quantity	Extra or Supplm. Quantity	Reduction Quantity	Adjusted Quantity	Quantity to Date	Unit Price Totals	Total Amt. to Date or Final
M4	HMA Milling, 2" Avg. Depth	Sq. Yd.	49,000		4,294	44,706	44,706	\$ 3.35	\$ 149,765.10
M12	HMA 9.5M64 Surface Course, 2" Thick (Roadway)	Ton	6,200	42.51		6,242.51	6,242.51	\$ 89.00	\$ 555,583.39
M22	Traffic Stripes, Long Life Epoxy Resin, 4"	Lin. Ft.	13,200		374.00	12,826	12,826	\$ 0.45	\$ 5,771.70
1S	Fuel Price Adjustment	L.S.	0%	100%		100%	100%	\$7,930.05	\$ 7,930.05
2S	Asphalt Price Adjustment	L.S.	0%	100%		100%	100%	\$2,839.76	\$ 2,839.76
TOTAL:									\$ 721,890.00

Original Contract \$ 721,890.00
 Total Extra & Supplemental \$ 14,553.20
 Total Reduction \$ 14,553.20
 Total Adjusted Contract \$ 721,890.00
 (Based on Change Order No. 1)

Recommended for Approval: 
 Approved by: 
 INSPECTOR
 MUNICIPAL ENGINEER

PAYMENT NOW DUE: \$ 707,452.20

Fuel Price Adjustment: Fuel price at time of bid = \$3.80,
 fuel price in September 2023 = \$4.09. Increase = \$0.30
 fuel price in October 2023 = \$4.10. Increase = \$0.30
 Paving: Sept. 2023 (\$0.29 x 2.5) x 2,381.27 = \$1,726.42
 Oct. 2023 (\$0.30 x 2.5) x 3,861.24 = \$2,895.93
 Milling: Sept. 2023 (\$0.29 x 0.25) x 18,100 = \$1,312.25
 Oct. 2023 (\$0.30 x 0.25) x 26,606 = \$1,995.45
 Total Fuel Adjustment: \$7,930.05

The Asphalt Price Index was \$57.00/ton when bid, and in September 2023, it was \$603.00/ton, or a \$46.00/ton increase. October 2023, it was \$594.00/ton, or a \$37.00/ton increase.
 Paving: Sept. 2023 (2,381.27 tons) x (5.0% asphalt per ton) = 119,064 tons x \$46.00/ton = \$5,476.92
 Oct. 2023 (3,861.24 tons) x (5.0% asphalt per ton) = 193,062 tons x \$37.00/ton = \$7,143.22
 Total Asphalt Adjustment: \$12,620.21
 The asphalt price adjustment amount is reduced to \$2,839.76, as agreed with the Contractor.

HAROLD E. PELLOW and ASSOCIATE,S INC.
17 Plains Road
Augusta, NJ 07822

CHANGE ORDER NUMBER - 1


Project	PROPOSED IMPROVEMENTS TO VARIOUS STREETS (<i>Cliffwood Lake, Barry Lakes {E-2 Section}, Lake Panorama & Susan Valley Terrace</i>) - MILLING & PAVING
Municipality	TOWNSHIP OF VERNON, MUNICIPAL BUILDING, 21 CHURCH STREET, VERNON, NJ 07462
County	SUSSEX
Contractor	RIVERVIEW PAVING, INC., 859 WILLOW GROVE STREET, HACKETTSTOWN, NJ 07840

In accordance with the project Supplementary Specification, the following are changes in the contract.	
Location and Reason for Change	<small>(Attach additional sheets if required) -</small>
Location	Cliffwood Lake, Barry Lakes {E-2 Section}, Lake Panorama & Susan Valley Terrace
Reason	See below.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY (+/-)</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>REDUCTION</u>				
M4	HMA MILLING, 2" AVG. DEPTH <i>As-built quantity.</i>	4,294 SQ.YD.	\$3.35	\$14,384.90
M22	TRAFFIC STRIPES, LONG LIFE EPOXY RESIN, 4" <i>As-built quantity.</i>	374 LIN.FT.	\$0.45	\$168.30
Total REDUCTION:				\$14,553.20
<u>EXTRA</u>				
M12	HMA 9.5M64 SURFACE COURSE, 2" THICK <i>As-built quantity.</i>	42.51 TON	\$89.00	\$3,783.39
1S	FUEL PRICE ADJUSTMENT <i>As per NJDOT Fuel Price Index.</i>	100% L.S.	\$7,930.05	\$7,930.05
2S	ASPHALT PRICE ADJUSTMENT <i>The asphalt price adjustment amount is reduced to \$2,839.76, as agreed with the Contractor.</i>	100% L.S.	\$2,839.76	\$2,839.76
Total EXTRA:				\$14,553.20




AMOUNT OF ORIGINAL CONTRACT:	<u>\$721,890.00</u>	EXTRA:	<u>\$14,553.20</u>
ADJUSTED AMOUNT BASED ON CHANGE ORDER NO. 1:	<u>\$721,890.00</u>	SUPPLEMENTAL:	<u>\$0.00</u>
% CHANGE IN CONTRACT:	<u>0.0%</u>	REDUCTION:	<u>\$14,553.20</u>
<small>[(+) Increase or (-) Decrease]</small>		TOTAL CHANGE:	<u>\$0.00</u>



 (Engineer)

12/4/23

 (Date)

 (Presiding Officer)


 (Contractor)

 (Date)
12/4/2023

 (Date)

TOWNSHIP OF VERNON

RESOLUTION #23-278

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 Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



TOWNSHIP OF HARDYSTON

HARDYSTON, NEW JERSEY 07419

Office of the Municipal Clerk
Jane Bakalarczyk, RMC
149 Wheatsworth Road, Suite A
Hardyston, NJ 07419
(973) 823-7020 or (973) 697-4895
Extension: 9409
Fax: (973) 823-7021
E-mail: jbakalarczyk@hardyston.com

November 27, 2023

Marcy Gianattasio, Municipal Clerk
Township of Vernon
21 Church Street
Vernon, NJ 07462

Re: Animal Control Shared Service Agreement

Dear Marcy:

Enclosed please find two (2) executed copies of the above referenced shared service agreement that was approved by the Hardyston Township Mayor and Council at their meeting held on November 8, 2023. Once fully executed, please return one copy to my attention.

Thank you.

Very truly yours,

Jane Bakalarczyk, RMC/CMC
Municipal Clerk

/jb
Enclosure

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, 2024 by and between:

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

THE TOWNSHIP OF 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.

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 \$25.00. 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 follows:

2024: (\$18,610.00)

\$4,652.00 Due by 1/31/2024

\$4,652.00 Due by 4/30/2024

\$4,652.00 Due by 7/31/2024

\$4,652.00 Due by 10/31/2024

2025: (\$18,860.00)

\$4,715.00 Due by 1/31/2025

\$4,715.00 Due by 4/30/2025

\$4,715.00 Due by 7/31/2025

\$4,715.00 Due by 10/31/2025

2026: (\$19,110.00)

\$4,777.50 Due by 1/31/2026

\$4,777.50 Due by 4/30/2026

\$4,777.50 Due by 7/31/2026

\$4,777.50 Due by 10/31/2026

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

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.

ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT

A. Duration

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

B. Amendments to Contract

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

ARTICLE V – INDEMNIFICATION

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

ARTICLE VI - MISCELLANEOUS

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

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

Attest:

Dated: _____

Township of Vernon

Dated: _____

Attest:

Jan Salazar

Dated: 11-8-2023

Township of Hardyston

[Signature]

Dated: 11-8-2023



Attachment "A"

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

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

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

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

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

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

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

TOWNSHIP OF VERNON

RESOLUTION #23-279

RESOLUTION AWARDING BID FOR PROPOSED ATHLETIC FIELD LIGHTING INSTALLATION AT VETERAN'S MEMORIAL PARK

WHEREAS, there is a need for Improvements for Proposed Athletic Field Lighting at Veteran's Memorial Park in the Township of Vernon, duly publicly advertised; and

WHEREAS, the procurement was conducted according to the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-4a); and

WHEREAS, the Township duly advertised for public bids in a fair and open manner, consistent with N.J.S.A.19:44A-20.5 et. Seq., and

WHEREAS, the Township of Vernon received three (3) bids for the project known as Athletic Field Lighting Installation at Veterans Memorial Park on December 6, 2023, at 10:00 am.; and

WHEREAS, John J. Faccas, Inc., T/A Quality Electrical Construction has provided the lowest base bid deemed responsive and responsible to the specifications and legal requirements as provided for within the bid document in the amount of \$258,400.00; and

WHEREAS, the Townships design engineer and qualified purchasing agent have recommended award to the lowest responsible bidder in accord with N.J.S.A.40A:11-4A; and

WHEREAS, the Chief Financial Officer hereby certifies that funds not to exceed \$258,400.00 are available as follows; Line Item: C-04-23-015.

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

1. The contract for Proposed Athletic Field Lighting at Veteran's Memorial Park is hereby awarded to John J. Faccas, Inc., T/A Quality Electrical Construction of 9 Plum Lane, Holmdel, New Jersey 07733.
2. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with John J. Faccas, Inc., T/A Quality Electrical Construction of 9 Plum Lane, Holmdel, New Jersey 07733, not to exceed \$258,400.00 in accord with the tenets of contract found within Bid.

<p style="text-align: center;">Certification of Funds</p> <p>Account: C-04-23-015 Twp Improvements Amount: \$258,400.00</p> <p>CMFO Signature: _____</p>

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS · PLANNERS · LAND SURVEYORS

ESTABLISHED 1969

HAROLD E. PELLOW, PRESIDENT

2022 Distinguished Engineering Service Award
from the NJ Society of Professional Engineers
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.

CORY L. STONER, EXEC. VICE PRESIDENT

NJ - P.E., NJ - P.P., NJ - C.M.E.

ANN PELLOW WAGNER

NJ - C.L.A., VA - C.L.A., PA - C.L.A.
(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.

December 6, 2023

VIA E-MAIL

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

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

SUBJECT: RECOMMENDATION OF AWARD

Proposed Athletic Field Lighting at Veterans' Memorial Park
HPA No. 21-259

Dear Mayor,

I have reviewed the three (3) bids received on December 6, 2023 at 10:00 AM for the above- referenced project. Based on a review of the bids, I recommend that a project award be made to John J. Faccas, Inc., T/A Quality Electrical Construction, 9 Plum Lane, Holmdel, New Jersey 07733 for their low Base Bid in the amount of \$258,400.00.

The award of the base bid for this project will include the installation of athletic field lighting at Veteran's Memorial Park for Field #1 (Snack Bar Field), Field #2 (Bell Field) and the Batting Cage area located along Vernon Crossing Road. The alternate bid item which included Field #3 (Senior Field) will not be awarded as part of this project due to budget constraints.

Enclosed herewith please find the *Summary of Bids* for your review.

Very truly yours,

Cory L. Stoner, P.E., C.M.E.

HAROLD E. PELLOW & ASSOCIATES, INC.

Vernon Township Engineer

CLS:mac

K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\21-259 - LIGHTING FOR ATHLETIC FIELD AT VETERANS' MEMORIAL PARK\BURRELL2.DOCX

Enclosure

Harold E. Fellow and Associates, Inc.
 Consulting Engineers, Planners and Land Surveyors
 17 Plains Road
 Augusta, NJ 07822-2009
 Ph: (973) 948-6463; Fax: (973) 948-2916

SUMMARY OF BIDS

Project: Proposed Athletic Field Lighting at Veterans' Memorial Park Municipality: Township of Vernon County: Sussex				John J. Faccas, Inc.		Westcraft Builders, Inc.		High Point Electric, Inc.									
				T/A Quality Electrical Const.		Contractor Name		Contractor Name		Contractor Name							
				9 Plum Lane		63 Beaverbrook Road, Ste. 204		719 Route 519									
				Street Address		Street Address		Street Address									
				Holmdel, NJ 07733		Lincoln Park, NJ 07035		Wantage, NJ 07461									
				ENGINEER'S ESTIMATE		City		State/Zip		City		State/Zip		City		State/Zip	
Item #	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
Base Bid - Field #1 & Field #2																	
1	Proposed Athletic Field Lighting - Field #1 & Field #2	100%	L.S.	\$225,000.00	\$225,000.00	\$258,400.00	\$258,400.00	\$385,500.00	\$385,500.00	\$414,500.00	\$414,500.00						
Total Estimated Cost of Construction (Base Bid):					\$225,000.00		\$258,400.00		\$385,500.00		\$414,500.00		\$414,500.00		\$414,500.00		
Alternate Bid - Field #3																	
1	Proposed Athletic Field Lighting - Field #3	100%	L.S.	\$100,000.00	\$100,000.00	\$124,600.00	\$124,600.00	\$195,250.00	\$195,250.00	\$179,040.00	\$179,040.00						
Total Estimated Cost of Construction (Alt. Bid):					\$100,000.00		\$124,600.00		\$195,250.00		\$179,040.00		\$179,040.00		\$179,040.00		
TOTAL ESTIMATED COST OF CONSTRUCTION (Base Bid & Alt. Bid)					\$325,000.00		\$383,000.00		\$580,750.00		\$593,540.00		\$593,540.00		\$593,540.00		

I hereby certify that this is a true copy of the bids received on December 6, 2023 at 10:00 AM. 1 of 1

 (Engineer)

TOWNSHIP OF VERNON

RESOLUTION #23-280

**A RESOLUTION REAPPOINTING DONELLE BRIGHT AS
CHIEF FINANCIAL OFFICER FOR VERNON TOWNSHIP**

WHEREAS, N.J.S.A. 40A:9-140.10 requires that “in every municipality there shall be a chief financial officer appointed by the governing body of the municipality”; and

WHEREAS, Donelle Bright was previously appointed to a four-year term of office as Chief Financial Officer which is set to expire on December 31, 2023; and

WHEREAS, Donelle Bright has admirably performed her job responsibilities as the Township of Vernon’s Chief Financial Officer during her first term of office; and

WHEREAS, it is deemed in the best interests of the Township of Vernon to reappoint Donelle Bright as the Township of Vernon’s Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Vernon that, in accordance with N.J.S.A 40A:9-140.10 et seq., Donelle Bright is hereby reappointed to the position of Chief Financial Officer of the Township of Vernon effective January 1, 2024.

BE IT FURTHER RESOLVED that Township officials are hereby authorized to take whatever ministerial actions may be required to effectuate the intent of 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 Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #20-37

RESOLUTION AUTHORIZING APPOINTMENT OF A CHIEF FINANCIAL OFFICER FOR VERNON TOWNSHIP

WHEREAS, N.J.S.A. 40A:9-140.10 requires that “in every municipality there shall be a chief financial officer appointed by the governing body of the municipality”; and

WHEREAS, the Township Council shall also appoint a Chief Financial Officer, who shall serve as director of the Department of Finance, in accordance with Article IX, Section 5-46 of the Township Code (Ordinance #11-21); and

WHEREAS, N.J.S.A. 40A:9-140.10 further provides that the term of office of the chief financial officer “shall be four years, which shall run from January 1 in the year in which the chief financial officer is appointed”; and

WHEREAS, the position of Chief Financial Officer requires the officer filling the position to have obtained certification from the Department of Community Affairs, Division of Local Government Services; and

WHEREAS, Ms. Bright has received her certification from the Department of Community Affairs, Division of Local Government Services effective December 5, 2018; and

WHEREAS, the Township of Vernon wishes to appoint Ms. Bright as the Chief Financial Officer; and

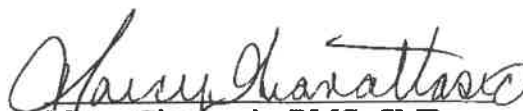
WHEREAS, the four (4) year term running will be from January 1, 2020 to December 31, 2023.

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

1. Ms. Bright’s four-year term is to commence effective January 1, 2020, in accordance with the requirements of N.J.S.A. 40A: 9-140.10, and shall continue until December 31, 2023.
2. Ms. Bright shall receive annual compensation as set forth in the Township municipal salary ordinance, and shall give bond for the faithful performance of her duties, the bond to be paid for by the Township.
3. Ms. Bright shall perform and discharge all of the functions, powers, and duties prescribed for the Chief Financial Officer in the Township Code and other applicable laws.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Reorganization Meeting held on January 1, 2020 at 12:00 pm in the Vernon Municipal Center.


Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Weller, K	X		X			
Shortway, H			X			
Murphy, J				X		
Van Tassel, M		X	X			
Auberger, J					X	

TOWNSHIP OF VERNON

RESOLUTION #23-281

**APPROVING ACTIVE VOLUNTEER FIREFIGHTER FOR MEMBERSHIP IN THE
NEW JERSEY STATE FIREMEN’S ASSOCIATION (Luke Van Gorder)**

WHEREAS, the Township Council recognizes the extraordinary contributions made by volunteer firefighters to our community and seeks to encourage their full participation in professional organizations; and

WHEREAS, Luke T Van Gorder an active firefighter and member of the Highland Lakes Fire Department, is requesting approval to submit an application for membership to the New Jersey State Firemen’s Association.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Vernon, Sussex County, New Jersey hereby approves Luke T Van Gorder for membership in the New Jersey State Firemen’s Association.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

New Jersey State Firemen's Association Application for Membership

Date 1/10/23

Table with columns: ASSOCIATION #, COMPANY #, LINE #. Includes a section for STATE OFFICE USE ONLY.

Relief Association Name: Vernon Township, Assoc. Number: 426, Municipality: Vernon, County: Sussex

Fire Company Name: #3, Fire Department Name: Highland Lakes FD

Applicant Name: Luke T Van Gorder (First, Middle Initial, Last, Suffix)

Home Address: [Redacted], Municipality: [Redacted], Zip Code: [Redacted], # of years: [Redacted]

Date of Birth: [Redacted], Birth Place: Warwick NY, SS #: [Redacted] (REQUIRED)

Applicant Phone Number: [Redacted], Applicant Email Address: [Redacted]

Have you ever applied to be a member of the NJSFA? [] Yes [X] No

If you have a line number with another Relief Association: [] Stay with previous Association [] Move records to new Association

Signature of Applicant (witnessed by a Notary Public): [Handwritten Signature]

State of New Jersey, County of: SUSSEX

On 1/10/23 before me, ANTHONY WALLACE, Notary Public in and for said county, personally appeared LUKE T VAN GORDER, (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

My Commission Expires: 11/24/24, Notary Public Signature: [Handwritten Signature]

Signature of Relief Association Secretary: [Redacted], Signature of Chief of Department: [Handwritten Signature]

Type of Firefighter the Applicant will be: [] Career (full time paid) [X] Volunteer

Municipal/Fire District Approval: I hereby certify that this applicant was admitted to active membership in the Department and has been approved by the governing body of [Redacted] on the [Redacted] day of [Redacted], 20[Redacted].

Signature of Municipal Clerk/Board of Fire Commissioners: [Redacted]

- A. Application portion should be completed by Applicant - Typed or Printed ONLY
B. Application must have the Physical Test Record completed by a New Jersey Licensed Physician, Nurse Practitioner or Physician's Assistant
C. The completed Application and Physical Test Record must be returned to the Local Relief Secretary
D. The Local Relief Secretary shall review the application for completeness, attain the proper signatures, and forward to the NJSFA State office.

The Applicant is not a member of the NJSFA until the completed ORIGINAL application is received AND approved at the NJSFA State office.

TOWNSHIP OF VERNON

RESOLUTION #23-282

**APPROVING ACTIVE VOLUNTEER FIREFIGHTER FOR MEMBERSHIP IN THE
NEW JERSEY STATE FIREMEN’S ASSOCIATION (Erik Van Gorder)**

WHEREAS, the Township Council recognizes the extraordinary contributions made by volunteer firefighters to our community and seeks to encourage their full participation in professional organizations; and

WHEREAS, Erik J Van Gorder an active firefighter and member of the Highland Lakes Fire Department, is requesting approval to submit an application for membership to the New Jersey State Firemen’s Association.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Vernon, Sussex County, New Jersey hereby approves Erik J Van Gorder for membership in the New Jersey State Firemen’s Association.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

New Jersey State
Firemen's Association
Application for Membership

Form 100 - REV 5/19

Date 6/10/23

Relief Association Name Vernon Township Assoc. Number 416 Municipality Vernon County Sussex
 Fire Company Name #3 Fire Department Name Highland Lakes FD

Applicant Name Erik J Van Gorder
 First Middle Initial Last Suffix

Home Address [REDACTED] [REDACTED] [REDACTED] 21
 Street Municipality Zip Code # of years

Date of Birth [REDACTED] Birth Place Englewood, NJ [REDACTED]
 (REQUIRED)

Applicant Phone Number [REDACTED] Applicant Email Address [REDACTED]

Have you ever applied to be a member of the NJSFA? Yes No If yes, when _____ where _____

If you have a line number with another Relief Association: Stay with previous Association Move records to new Association

Signature of Applicant (witnessed by a Notary Public): [Signature]

State of New Jersey, County of SUSSEX

On 6/10, 2023 before me, _____, Notary Public in and for said county, personally appeared

_____, (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

My Commission Expires: 11/24/24 [Signature] (Affix Notary Stamp Here)

Signature of Relief Association Secretary _____ Signature of Chief of Department [Signature]

Type of Firefighter the Applicant will be: Career (full time paid) Volunteer

Municipal/Fire District Approval: I hereby certify that this applicant was admitted to active membership in the Department and has been

approved by the governing body of _____ on the _____ day of _____, 20_____.

Signature of Municipal Clerk/Board of Fire Commissioners: _____

- A. Application portion should be completed by Applicant - Typed or Printed ONLY
- B. Application must have the Physical Test Record completed by a New Jersey Licensed Physician, Nurse Practitioner or Physician's Assistant
- C. The completed Application and Physical Test Record must be returned to the Local Relief Secretary
- D. The Local Relief Secretary shall review the application for completeness, attain the proper signatures, and forward to the NJSFA State office.

The Applicant is not a member of the NJSFA until the completed ORIGINAL application is received AND approved at the NJSFA State office.

TOWNSHIP OF VERNON

RESOLUTION #23-283

**APPROVING ACTIVE VOLUNTEER FIREFIGHTER FOR MEMBERSHIP IN THE
NEW JERSEY STATE FIREMEN’S ASSOCIATION (Drew Van Gorder)**

WHEREAS, the Township Council recognizes the extraordinary contributions made by volunteer firefighters to our community and seeks to encourage their full participation in professional organizations; and

WHEREAS, Drew P Van Gorder an active firefighter and member of the Highland Lakes Fire Department, is requesting approval to submit an application for membership to the New Jersey State Firemen’s Association.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Vernon, Sussex County, New Jersey hereby approves Drew P Van Gorder for membership in the New Jersey State Firemen’s Association.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

NAME	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
DeBenedetto, J.						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Bucciari, N						

New Jersey State Firemen's Association Application for Membership

Date 11/1/23

ASSOCIATION #	COMPANY #	LINE #
FOR STATE OFFICE USE ONLY		

Relief Association Name Vernon Township Assoc. Number 416 Municipality Vernon County Sussex

Fire Company Name #3 Fire Department Name Highland Lakes FD

Applicant Name Drew OS/OC P Van Gorder
First Middle Initial Last Suffix

Home Address [REDACTED] Municipality J Zip Code [REDACTED] # of years [REDACTED]

Date of Birth [REDACTED] Birth Place Warwick, NY SS # [REDACTED] (REQUIRED)

Applicant Phone Number [REDACTED] Applicant Email Address [REDACTED]

Have you ever applied to be a member of the NJSFA? Yes No If yes, when _____ where _____

If you have a line number with another Relief Association: Stay with previous Association Move records to new Association

Signature of Applicant (witnessed by a Notary Public): [Signature]

State of New Jersey, County of SUSSEX

On 11/1/23 20____ before me, ANTHONY WALLACE, Notary Public in and for said county, personally appeared DREW P VAN GORDER (signer) who has satisfactorily identified himself/herself as the signer to the above referenced document.

My Commission Expires: 11/24/24 [Signature] (Affix Notary Stamp Here)
Notary Public Signature

Signature of Relief Association Secretary _____ Signature of Chief of Department [Signature]

Type of Firefighter the Applicant will be: Career (full time paid) Volunteer

Municipal/Fire District Approval: I hereby certify that this applicant was admitted to active membership in the Department and has been approved by the governing body of _____ on the _____ day of _____, 20____.

Signature of Municipal Clerk/Board of Fire Commissioners: _____

- A. Application portion should be completed by Applicant - Typed or Printed ONLY
- B. Application must have the Physical Test Record completed by a New Jersey Licensed Physician, Nurse Practitioner or Physician's Assistant
- C. The completed Application and Physical Test Record must be returned to the Local Relief Secretary
- D. The Local Relief Secretary shall review the application for completeness, attain the proper signatures, and forward to the NJSFA State office.

The Applicant is not a member of the NJSFA until the completed ORIGINAL application is received AND approved at the NJSFA State office.

TOWNSHIP OF VERNON

RESOLUTION #23-284

Temporary Budget- Debt Service

WHEREAS, N.J.S.40A:4-19 provides authority for appropriating in a temporary resolution the permanent debt service requirements for the coming fiscal year, and

WHEREAS, the date of this resolution is subsequent to that date, and

WHEREAS, principal and interest will be due on various dates from January 1, 2024 to January 31, 2024, inclusive, on bonds and notes issued and outstanding,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Vernon, in the County of Sussex, New Jersey, that the following appropriations be made to cover the period from January 1, 2023 to January 31, 2023 inclusive:

Payment of Bonds	\$1,260,000.00
Interest on Bonds	<u>81,464.80</u>
Total	<u>\$1,341,464.80</u>

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Marcy Gianattasio

From: Donelle Bright
Sent: Wednesday, December 6, 2023 1:32 PM
To: Marcy Gianattasio
Cc: Business Administrator; Howard Burrell
Subject: Debt Service Resolution
Attachments: 23-Resolution for Debt Service.docx

Good afternoon,

Attached is the resolution authorizing debt service for the bond payments due on January 1 of 2024. Without a budget in place, the DCA recognizes that there are sometimes debt payments due in the first month of the year. Because of this, they authorize the municipalities to pass resolutions in December to cover debt services payments only outside the confines of a temporary budget. Since the 2008 sewer bonds and 2011 bonds have payments due on January 1, this is the mechanism for permitting the expense of those funds.

Regards,

Donelle Bright, CMFO

Chief Financial Officer, Vernon Township
Chief Financial Officer, Vernon Township Municipal Utilities Authority
Administrator, Vernon Township Municipal Utilities Authority
21 Church Street
Vernon, NJ 07462
973-764-4055, ext. 2236
www.vernontwp.com
www.vernonmua.com
Ex. 14:14

****CONFIDENTIALITY NOTICE****

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TOWNSHIP OF VERNON

RESOLUTION #23-285

**RESOLUTION – AUTHORIZING THE CANCELLATION
OF APPROPRIATION RESERVE BALANCES**

WHEREAS, certain 2022 Appropriation Reserve Balances remain that are no longer needed;
and

WHEREAS, a STORM RECOVERY/SNOW REMOVAL TRUST was established by
Resolution #07-68 and approved by the Division of Local Government Services on April 05,
2002; and

WHEREAS, it is necessary to formally cancel said balances from appropriation reserves and
fund the Storm Recovery/Snow Removal Trust Fund,

NOW THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon that the
following unexpended balances of the Appropriations Reserves be cancelled:

2-01-25-240-01 – (2022) Police Department – S&W	\$ 135,000.00
2-01-26-290-01 – (2022) Road Repairs & Maintenance – S&W	\$ 95,000.00
2-01-26-290-20 – (2022) Road Repairs & Maintenance – O/E	\$ 30,000.00
2-01-26-316-20 – (2022) Fleet Maintenance – O/E	\$ 15,000.00

TOTAL \$275,000.00

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon
at their Regular Meeting held on December 11, 2023 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
DeBenedetto, J						
Rizzuto, P						
Sparta, B						
Tadrick, J						
Buccieri, N						

TOWNSHIP OF VERNON

RESOLUTION #23-286

**RESOLUTION AUTHORIZING PROCUREMENT OF SPORTS LIGHTING
THROUGH SOURCEWELL NATIONAL COOPERATIVE #041123-MSL
THROUGH MUSCO SPORTS LIGHTING LLC.**

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

WHEREAS, in accordance with the requirements of the Local Public Contract Law P.L. 2011, C.139 (the “Law” or “Chapter 139” and N.J.S.A.52:34-6.2 the regulations promulgated there under in Local Finance Notice LFN 2012-10, the following purchase without competitive bids from vendor with a National Cooperative Contract is hereby approved for municipalities, and;

WHEREAS, the Township of Vernon has the need to procure sports lighting supply for the Township in accord with the Local Publics Contract Law N.J.S.A. 40A:11-1 et. Seq., and;

WHEREAS, the Township of Vernon has previously acted in accord with New Jersey public procurement statutes and regulations as promulgated by formally joining a recognized and compliant national cooperative, being the Sourcewell National Cooperative, and;

WHEREAS, the regulations as set forth within Local Finance Notice LFN 2012-10 have been fully complied with, and;

WHEREAS, the equipment and corresponding Sourcewell National Cooperative contract is #041123-MSL for Musco Sports Lighting LLC.; and

WHEREAS, the quoted cost under the Sourcewell Cooperative contract is \$290,115.00 for lighting of Bell Field, Snack Bar Field & Batting Cages, reflecting a 5% discount; and

WHEREAS, the Chief Financial Officer has determined, and certified available funds are available in the amount of \$290,115.00 from Accounts C-04-20-011; C-04-21-012; and C-04-22-010;

NOW THEREFORE BE IT RESOLVED THAT, the Mayor is authorized to effectuate the contract with Musco Sports Lighting LLC under Sourcewell contract #041123-MSL for field lighting supply in the amount of \$290,115.00, in accord with the provisions of the tenets as established within 40A:11-1 et. Seq.,

Certification of Funds

Accounts:

C-04-20-011 \$20,240.00 Twp Improvements

C-04-21-012 \$239,565.53 Twp Improvements

C-04-22-010 \$30,309.47 Twp Improvements

CMFO Signature:  _____

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

VERNON TOWNSHIP

National Cooperative Form

NAME OF NATIONAL COOPERATIVE	CONTRACT NUMBER	ITEM OR SERVICE
Sourcewell	041123-MSL,	Field Lighting
VENDOR	Musco Sports Lighting LLC	
DATES OF CONTRACT	Maturity Date: 6/16/2027	
DATE OF BID ADVERTISEMENT	2/28/2023	
DATE OF BID OPENING	4/11/2023	
RESOLUTION NUMBER/ DATE OF JOINING THE COOPERATIVE	5/14/2018	18-142
VENDOR COMPLIANCE	BUSINESS REGISTRATION	Y
	AFFIRMATIVE ACTION CEIR/ AA302?	Y
SAVINGS COMPARISON	<p style="text-align: center;"><u>QUOTED PRICE AND DETAILS</u></p> <p style="text-align: center;">5% off of pricing</p> <p style="text-align: center;">Bell Field – 200’ Radius \$130,065.00</p> <p style="text-align: center;">Snack Bar Field – 200’ Radius. \$130,065.00</p> <p style="text-align: center;">Veteran’s Memorial Field – 245’x280’x290’ \$232,217.00</p> <p style="text-align: center;">Batting Cage – 130’x40’ \$29,985.00</p>	<p style="text-align: center;"><u>COMPARABLE PRICE AND DETAILS</u></p> <p>In examining anticipated prices and comparable to other state contract offerings the Sourcewell cooperative offered the best service and price.</p>

TOWNSHIP OF VERNON

RESOLUTION #23-287

RESOLUTION OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AWARDED BID# 12-2023 SNOW REMOVAL BID

WHEREAS, the Township public advertised and sought bids for Bid 12-2023 Snow Removal Bid” in a fair and open manner, consistent with N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township received and opened bids on November 21, 2023, wherein the Township received four (4) bids at rates per hour, to wit:

Highland Lakes	Notchwood Landscape	Raybross Construction Inc.	Richard J. Cross Excavating Inc.	Speidel and Sons Contracting, Inc.
Class B Truck and Driver		\$225.00		
Class B Truck/Sander and Driver		\$225.00		
Class C Truck and Driver		\$225.00		
Class C Truck/Sander and Driver				
Loader/Skidsteer		\$150.00		
Tandem (<i>hauling-additional bid response</i>)		\$150.00		
Wing Plow Tractor (<i>additional bid response</i>)		\$150.00		

Lake Panorama	Notchwood Landscape	Raybross Construction Inc.	Richard J. Cosh Excavating Inc.	Speidel and Sons Contracting, Inc.
Class B Truck and Driver			\$225.00	
Class B Truck/Sander and Driver			\$225.00	
Class C Truck and Driver				\$100.00
Class C Truck/Sander and Driver				\$110.00
Loader/Skidsteer			\$150.00	\$150.00

Lake Wallkill	Notchwood Landscape	Raybross Construction Inc.	Richard J. Cosh Excavating Inc.	Speidel and Sons Contracting, Inc.
Class B Truck and Driver				
Class B Truck/Sander and Driver				
Class C Truck and Driver				\$100.00
Class C Truck/Sander and Driver				\$110.00
Loader/Skidsteer				\$150.00

Lake Glenwood	Notchwood Landscape	Raybross Construction Inc.	Richard J. Cosh Excavating Inc.	Speidel and Sons Contracting, Inc.
Class B Truck and Driver				
Class B Truck/Sander and Driver				
Class C Truck and Driver				\$100.00
Class C Truck/Sander and Driver				\$110.00
Loader/Skidsteer				\$150.00

Barry Lakes	Notchwood Landscape	Raybross Construction Inc.	Richard J. Cosh Excavating Inc.	Speidel and Sons Contracting, Inc.
Class B Truck and Driver	\$225.00			
Class B Truck/Sander and Driver	\$225.00			
Class C Truck and Driver	\$130.00 (Hauling per hour not during storm)			
Class C Truck/Sander and Driver				
Loader/Skidsteer	\$150.00			

;and

WHEREAS it was determined the lowest responsible bidders were as follows:

Highland Lakes	Raybross Construction Inc. P.O Box 183, 794 Canistear Road Highland Lakes, New Jersey, 07422
Panorama Lake	Speidel & Sons Contracting Inc. 8 Lounsberry Hollow Rd Sussex, New Jersey, 07461
Lake Walkill	Speidel & Sons Contracting Inc. 8 Lounsberry Hollow Rd Sussex, New Jersey, 07461
Lake Glenwood	Speidel & Sons Contracting Inc. 8 Lounsberry Hollow Rd Sussex, New Jersey, 07461
Barry Lakes	Notchwood Landscape PO Box 412 Glenwood, New Jersey, 07418

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

1. The Township hereby awards Bid 12-2023 Snow Removal Bid, to the following vendors at the rates per hours as bid:

Highland Lakes	Raybross Construction Inc. P.O Box 183, 794 Canistear Road Highland Lakes, New Jersey, 07422	Class B Truck and Driver Class B Truck/Sander and Driver Class C Truck and Driver Class C Truck/Sander and Driver Loader/Skidsteer	\$225.00 \$225.00 \$225.00 \$225.00 \$150.00
Panorama Lake	Speidel & Sons Contracting Inc. 8 Lounsberry Hollow Rd Sussex, New Jersey, 07461	Class B Truck and Driver Class B Truck/Sander and Driver Class C Truck and Driver Class C Truck/Sander and Driver Loader/Skidsteer	\$100.00 \$110.00 \$150.00
Lake Walkill	Speidel & Sons Contracting Inc. 8 Lounsberry Hollow Rd Sussex, New Jersey, 07461	Class B Truck and Driver Class B Truck/Sander and Driver Class C Truck and Driver Class C Truck/Sander and Driver Loader/Skidsteer	\$100.00 \$110.00 \$150.00

Lake Glenwood	Speidel & Sons Contracting Inc. 8 Lounsberry Hollow Rd Sussex, New Jersey, 07461	Class B Truck and Driver Class B Truck/Sander and Driver Class C Truck and Driver Class C Truck/Sander and Driver Loader/Skidsteer	\$100.00 \$110.00 \$150.00
Barry Lakes	Notchwood Landscape PO Box 412 Glenwood, New Jersey, 07418	Class B Truck and Driver Class B Truck/Sander and Driver Class C Truck and Driver Class C Truck/Sander and Driver Loader/Skidsteer	\$225.00 \$225.00 \$130.00 hauling \$150.00

2. The Mayor is hereby authorized to execute all contracts and agreements in furtherance of Bid #12-2023 “Snow Plowing and Removal.”

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

 Marcy Gianattasio, RMC, CMR
 Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #23-288

AUTHORIZING CHANGE ORDER #1 OF CONTRACT FOR PROPOSED IMPROVEMENTS OF SAND HILL ROAD WITHIN VERNON TOWNSHIP WITH ROAD SAFETY SYSTEMS

WHEREAS, on August 28, 2023, by way of adoption of Resolution #23-227, the Council of the Township of Vernon awarded a contract to Road Safety Systems for Guide Rails on Sand Hill Road which contract provided for an expenditure of \$89,292.00 and

WHEREAS, in a memo dated November 20, 2023, the Township Engineer states that the contract requires a Change Order #1 by the addition of two (2) extra items in amount of \$1,208.00 and three (3) supplemental items in amount of \$9,040.00 and the reduction of two (2) items in amount of \$22,720.00; and

WHEREAS, the Township Engineer, in concurrence with the Mayor, recommends approving Change Order No. 1 resulting in the adjusted decreased final contract amount of \$76,820.00.

NOW THEREFORE BE IT RESOLVED, by the Council of the Township of Vernon that it hereby approves the Township Engineer’s recommendations and authorizes the Mayor to execute said Change Order No. 1 for said project resulting in the adjusted decreased final contract amount of \$76,820.00 for said project; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to road Safety Systems and the Township Engineer.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS
Established 1969



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

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.

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

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

November 20, 2023

MEMORANDUM TO: Mr. Howard Burrell, Vernon Township Mayor

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

SUBJECT: FINAL PAPERWORK – Road Safety Systems, LLC
Proposed Improvements to Sand Hill Road – Guide Rail
HPA No. 23-150

Dear Mayor,

Enclosed herewith please find the following final paperwork for Road Safety Systems, LLC in reference to the above project:

1. Copy of Vernon Township Purchase Order No. 23-01158, Drawdown No. 1 & Final, in the amount of \$76,820.00, due Road Safety Systems, LLC.
2. Estimate Certificate No. 1 & Final reflecting the final quantities.
3. Three (3) copies of Change Order No. 1 which reflect an adjusted contract amount of \$76,820.00. Kindly have an authorized Township representative sign and date all three copies on the line indicated *Presiding Officer*. Retain one copy for your file and **return the remaining two copies to this office**. We will forward one copy to Road Safety Systems; upload a copy into PMRS for NJDOT review; and retain one copy for our records.
4. Letter dated November 7, 2023 from John Flemming of Road Safety Systems, LLC serving as certification that all subcontractors and material suppliers they utilized on this project have been paid in full.

Please ensure that Road Safety Systems, LLC has provided all up-to-date payroll certifications prior to issuing payment for this project.

Very truly yours,

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

CLS:mac
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\23-150 - SAND HILL ROAD RESURFACING\GUIDE RAIL\BURRELL2.DOC

Enclosures

cc: Road Safety Systems, LLC

Township of Vernon
 21 Church Street
 Vernon, NJ 07462
 Phone: (973)764-4055
 Fax: (973)764-4799

Purchase Order

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, CORRESPONDENCE, ETC.**

NO. 23-01158

ORDER DATE: 09/05/23
 DELIVERY DATE: 08/29/23
 STATE CONTRACT: MCCPC #26
 F.O.B. TERMS:
 VENDOR ACCT NUM:
 VENDOR PHONE #:
 VENDOR FAX #:
 REQUISITION #: R2302058

SHIP TO

ADMINISTRATION
 VERNON TOWNSHIP
 21 CHURCH STREET
 VERNON, NJ 07462

VENDOR

Vendor #: FLEMI005

JOHN T FLEMING
 D/B/A RD SAFETY SYSTEMS, LLC
 12 PARK DR
 SHAMONG, NJ 08088

PAYMENT RECORD


CHECK NO.

DATE PAID

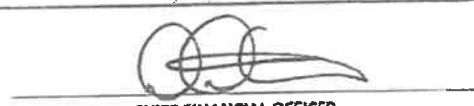
NOTICE: TAX EXEMPT - TAX ID: 22-6002358

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	SandHill Rd Improvements Per MCCPC Contract#26 and Res#23-227	C-04-23-015-01	89,292.0000	89,292.00
			TOTAL	89,292.00
	DRAWDOWN NO. 1 & FINAL FOR WORK COMPLETED THROUGH 11/7/2023 AS SHOWN ON ESTIMATE CERTIFICATE NO. 1 & FINAL (ATTACHED) ORIGINAL CONTRACT AMOUNT ADJUSTED CONTRACT AMOUNT BASED ON CHANGE ORDER NO. 1 WORK COMPLETED THROUGH 11/7/2023 LESS PREVIOUS PAYMENTS AMOUNT DUE THIS DRAWDOWN		\$89,292.00	
			\$76,820.00	
			\$76,820.00	
			\$ 0.00	
				\$76,820.00

APPROVED FOR PURCHASE

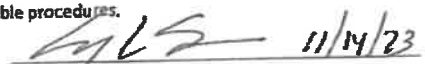

 QUALIFIED PURCHASING AGENT
 Thomas Kraus / Humboldt Russell
 BUSINESS ADMINISTRATOR/MAYOR

CERTIFICATION OF FUNDS


 CHIEF FINANCIAL OFFICER

APPROVAL FOR PAYMENT

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.


 DEPT. HEAD DATE 11/14/23

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X 
Vendor sign & return here

HAROLD E. PELLOW and ASSOCIATES, INC.
Consulting Engineers, Planners and Land Surveyors
 17 Plains Road, Augusta, NJ 07822-2009
 (973) 948-6463; (973) 948-2916 (fax)

Estimate Certificate No. 1 & Final

Date: For Work Completed Through November 7, 2023
Project: Proposed Improvements to Sand Hill Road - Guide Rail
Owner: Township of Vernon, Municipal Building, 21 Church Street, Vernon, NJ 07462
Contractor: Road Safety Systems, LLC, 12 Park Drive, Shamong, NJ 08088

Item No.	Description	Unit Measure	Original Contract Quantity	Extra or Supplem. Quantity	Reduction Quantity	Adjusted Quantity	Quantity to Date	Unit Price Totals	Total Amt. to Date or Final
8	Removal of Beam Guide Rail	Lin. Ft.	1,590		215	1,375	1,375	\$ 8.00	\$ 11,000.00
9	Beam Guide Rail	Lin. Ft.	1,142	33		1,175	1,175	\$ 36.00	\$ 42,300.00
10	Tangent Guide Rail Terminal, 50' Long	Unit	10		6	4	4	\$ 3,500.00	\$ 14,000.00
11	Butterfly Reflectors	Unit	46	2		48	48	\$ 10.00	\$ 480.00
1S	Additional Beam Guide Rail Posts, 6' Long	Unit	0	34		34	34	\$ 160.00	\$ 5,440.00
2S	Reset Tangent Guide Rail Terminal	Unit	0	2		2	2	\$ 1,700.00	\$ 3,400.00
3S	Reset Beam Guide Rail With Existing Posts	Lin. Ft.	0	50		50	50	\$ 4.00	\$ 200.00
TOTAL:									\$ 76,820.00

Recommended for Approval
 Approved by
 Signatures
 INSPECTOR
 MUNICIPAL ENGINEER

Original Contract \$ 89,292.00
 Total Extra & Supplemental \$ 10,248.00
 Total Reduction \$ 22,720.00
 Total Adjusted Contract \$ 76,820.00
 (Based on Change Order No. 1)

Total Cost of Construction \$ 76,820.00
 Less Retainage of 0% \$ -
 Less Previous Payments \$ -

PAYMENT NOW DUE:

\$ 76,820.00


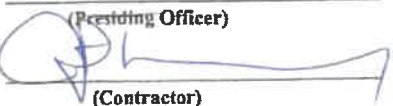
**NEW JERSEY DEPARTMENT OF TRANSPORTATION
STATE AID PROJECTS
CHANGE ORDER NUMBER - 1
Division of Local Aid and Economic Development
11/14/2023**

Project	PROPOSED IMPROVEMENTS TO SAND HILL ROAD - <u>GUIDE RAIL</u>
Owner	TOWNSHIP OF VERNON, MUNICIPAL BUILDING, 21 CHURCH STREET, VERNON, NJ 07462
County	SUSSEX COUNTY
Contractor	ROAD SAFETY SYSTEMS, LLC, 12 PARK DRIVE, SHAMONG, NJ 08088

In accordance with the project Supplementary Specification, the following are changes in the contract.
 Location and Reason for Change (Attach additional sheets if required)-
Location: Sand Hill Road
Reason: See reasons below.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY (+/-)</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
EXTRA				
9	STEEL BEAM GUIDE RAIL <i>As-built quantity.</i>	33	LIN. FT. \$ 36.00	\$ 1,188.00
11	BUTTERFLY REFLECTORS <i>As-built quantity.</i>	2	UNIT \$ 10.00	\$ 20.00
Total EXTRA:				\$ 1,208.00
SUPPLEMENTAL				
1S	ADDITIONAL BGR POSTS 6 FT. <i>As-built quantity.</i>	34	UNIT \$ 160.00	\$ 5,440.00
2S	RESET TANGENT GUIDE RAIL TERMINAL <i>As-built quantity.</i>	2	UNIT \$ 1,700.00	\$ 3,400.00
3S	RESET BEAM GUIDE RAIL WITH EXISTING POSTS <i>As-built quantity.</i>	50	LIN. FT. \$ 4.00	\$ 200.00
Total SUPPLEMENTAL:				\$ 9,040.00
REDUCTION				
8	REMOVAL OF STEEL BEAM GUIDE RAIL <i>As-built quantity.</i>	215	LIN. FT. \$ 8.00	\$ 1,720.00
10	TANGENT GUIDE RAIL TERMINAL <i>As-built quantity.</i>	6	UNIT \$ 3,500.00	\$ 21,000.00
Total REDUCTION:				\$ 22,720.00

AMOUNT OF ORIGINAL CONTRACT:	<u>\$89,292.00</u>	EXTRA:	<u>\$ 1,208.00</u>
ADJUSTED AMOUNT BASED ON CHANGE ORDER NO. 1:	<u>\$76,820.00</u>	SUPPLEMENTAL:	<u>\$ 9,040.00</u>
% CHANGE IN CONTRACT: [(+) Increase or (-) Decrease]	<u>- 14.0%</u>	REDUCTION:	<u>\$ 22,720.00</u>
		TOTAL CHANGE:	<u>\$ (12,472.00)</u>

 _____ (Engineer)	11/20/23 _____ (Date)	_____ (District Manager) (Division of Local Aid and Economic Development)	_____ (Date)
_____ (Presiding Officer)	_____ (Date)		
 _____ (Contractor)	11/15/23 _____ (Date)		

TOWNSHIP OF VERNON

RESOLUTION #23-289

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 Regular Meeting held on December 11, 2023 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

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, 2024 by and between:

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

THE TOWNSHIP OF 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.

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

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.

ARTICLE IV - DURATION OF CONTRACT; AMENDMENTS TO CONTRACT

A. Duration

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

B. Amendments to Contract

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

ARTICLE V – INDEMNIFICATION

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

Attachment "A"

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

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

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

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

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

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

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

TOWNSHIP OF VERNON
ORDINANCE #23-21

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

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

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

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

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

WHEREAS, sections 31a-c of the Act, N.J.S.A. 24:6I-45a-c, authorizes municipalities to adopt ordinances and regulations prohibiting outright and/or limiting the number of any class of licensed "cannabis establishment" (defined in section 33 of the Act, N.J.S.A. 24:6I-33, as "a cannabis cultivator,

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

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

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

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

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

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

SECTION 1.

§ 13-1 Purpose and Application.

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

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

§ 13-2 Definitions.

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

§ 13-3 Prohibitions on Cannabis Consumption Areas.

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

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

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

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

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

§ 13-5 Municipal Licensure Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

5. Plans prepared by a duly licensed architect, engineer, or planner which shall depict the layout and design for the proposed location of the Licensed Cannabis Entity within the Township.
 - (a) The required plans shall depict the proposed security measures for the location. The plans shall be deemed confidential consistent with state law.
 - (b) The Applicant shall also provide either a lease agreement or agreement of sale for the property where the Applicant intends to operate the Licensed Cannabis Entity. The lease agreement or agreement of sale may be contingent upon the Applicant's ability to successfully: (i) obtain a Local License; and (ii) if applicable, obtain approval from the Vernon Township Planning Board and/or the Vernon Township Land Use Board.
6. Acknowledgment and agreement authorizing the Vernon Police Department to perform background checks and/or investigations regarding any individuals disclosed pursuant to subsection (b)(1) of this provision and any employees of the Applicant.
- e. The Office of Police Chief for the Vernon Police Department or the Chiefs designee, the Mayor or Mayor's designee, the Business Administrator, and the Council President, who may seek additional review from the Township Attorney, Engineer and/or Planner, shall evaluate any and all applicants and issue a notification of award after consideration and evaluation of the following criteria:
 1. **Qualifications and Experience**
Applicant's owners' or principals' qualifications and experience operating in highly regulated industries, including cannabis, healthcare, pharmaceutical manufacturing, and retail pharmacies, with preference to experience operating such businesses within the State of New Jersey and where the value of owners' experience shall outweigh the experience of non-owner principal, submission of formal business plan for the proposed Licensed Cannabis Entity including pro forma is required.
 2. **Security Plan**
Applicant's qualifications and experience related to public safety and security, including any of the applicant's owners' or principals' experience in law enforcement and drug enforcement, and a summary of the applicant's plans for storage of products and currency, physical security, video surveillance and digital storage, security personnel and their qualifications, and visitor and employee security management.
 3. **Environmental Plan**
Summary of the applicant's environmental impact and sustainability plan; whether

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

4. New Jersey Minority-Owned

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

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

§ 13-7 Additional Requirements,

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

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

10:00 p.m. Eastern Standard Time.

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

§ 13-8 Local Cannabis Transfer and User Taxes.

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

cannabis should become legal in the Township.

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

b. Remittance of Cannabis Taxes; Delinquencies.

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

§ 13-9 Corporate Designee Contact.

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

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

§ 13-10 Civil Fines and Penalties.

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

SECTION 2.

SEVERABILITY AND REPEALER

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

SECTION 3.

NOTICE

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

SECTION 4.

EFFECTIVE DATE

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

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on November 27, 2023, and the same came up for final passage and was adopted at the Meeting of the Township Council held on December 11, 2023 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

Marcy Gianattasio, Clerk
Township of Vernon

Howard Burrell, Mayor

Township of Vernon

INTRODUCED: November 27, 2023

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

ADOPTED:

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

TOWNSHIP OF VERNON

ORDINANCE #23-23

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on November 27, 2023, and the same came up for final passage and was adopted at the Meeting of the Township Council held on December 11, 2023 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

 Marcy Gianattasio, Clerk
 Township of Vernon

 Howard Burrell, Mayor

Township of Vernon

INTRODUCED: November 27, 2023

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

ADOPTED:

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

TOWNSHIP OF VERNON

ORDINANCE #23-24

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

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

SECTION 1

§ 148-26. Regulation of Dogs.

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

SECTION 2

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

SECTION 3

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

SECTION 4

This Ordinance shall take effect immediately as provided by law.

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on November 27, 2023, and the same came up for final passage and was adopted at the Meeting of the Township Council held on December 11, 2023 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

Marcy Gianattasio, Clerk
Township of Vernon

Howard Burrell, Mayor

Township of Vernon

INTRODUCED: November 27, 2023

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

ADOPTED:

NAME	M	S	YES	NO	ABSTAIN	ABSENT
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