

TOWNSHIP OF VERNON

RESOLUTION #26-91

AUTHORIZING SIGNATURES ON TOWNSHIP CHECKS PURSUANT TO N.J.S.A. 40A:5-16

BE IT RESOLVED by the Council of the Township of Vernon that the following Township Officials are hereby authorized to sign checks, withdrawal slips or other bank related items with two out of the four below listed principal signatures being required:

Chief Financial Officer
Mayor
Business Administrator
Tax Collector
Municipal Clerk

BE IT FURTHER RESOLVED that signature cards with the signatures of the persons authorized to sign be on file at all banks that presently have Township accounts.

This Resolution shall take effect immediately upon adoption according to law.

CERTIFICATION

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

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #26-92

**RESOLUTION OF THE TOWNSHIP OF VERNON
APPOINTING AN ALTERNATE MUNICIPAL PROSECUTOR**

WHEREAS, the Township of Vernon (“Township”) has a need for an Alternate Municipal Prosecutor; and

WHEREAS, pursuant to N.J.S.A. 2B:12-27, a municipality may employ an attorney-at-law as a 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, Steven M. Siegel, Esq. has the necessary experience and qualifications to perform the duties of Alternate 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 Steven M. Siegel, Esq. as the Alternate 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, Steven M. Siegel, Esq. will complete and submit a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that he 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 Steven M. Siegel, 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. Steven M. Siegel, Esq. is hereby appointed as Alternate Municipal Prosecutor for one (1) year from January 15, 2026 to January 14, 2027 and the Mayor is authorized to execute a non-fair and open contract 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 Meeting held on February 9, 2026 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

LEGAL SERVICES AGREEMENT

THIS AGREEMENT made on February 04, 2026 by and
BETWEEN
TOWNSHIP OF VERNON
With an address of 21 Church Street, Vernon Township, New Jersey, 07462
hereinafter referred to as "Township",
AND
STEVEN M. SIEGEL, ESQ.,
of the Law Offices of Timothy P. Downs, LLC, Counsellors at Law, With an address of
87 North Sussex Street, Dover, New Jersey, 07801.
All correspondence by Vernon Township Municipal Court shall be sent to the office of
Steven M. Siegel at 271 Alexandria Drive, Hackettstown, New Jersey, 07840.
hereinafter referred to as "Attorney"

WITNESSETH that in consideration of mutual covenants as herein set forth, the
Township and the Attorney agree as follows:

1. **EMPLOYMENT:** Pursuant to a duly adopted resolution, Attorney is hereby retained as the Alternate/Conflict Municipal Prosecutor for Vernon Township.
2. **TERM:** The term of employment shall commence on January 1, 2026 and expire December 31, 2026.
3. **SCOPE OF EMPLOYMENT:** Attorney shall provide all service customarily provided by attorneys acting as Alternate/Conflict Municipal Prosecutors in and about the State of New Jersey.
4. **SALARY AND ADDITIONAL CONSIDERATION:** Township shall pay Attorney a fee of \$800.00 plus necessary expenses such as postage, if any, for each session the Attorney acts as the Alternate/Conflict Municipal Prosecutor commencing January 1, 2026.
5. **POLITICAL CONTRIBUTION DISCLOSURE:** This Contract has been awarded to STEVEN M. SIEGEL, ESQ. based on the merits and abilities of STEVEN M. SIEGEL, ESQ. to provide the goods or services as described herein. This contract was not awarded through

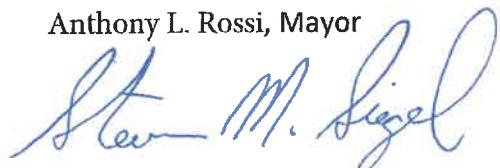
a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that STEVEN M. SIEGEL, ESQ. has not made a reportable contribution as defined by the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1, et seq. and N.J.S.C. 19:25-25.1, in one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract. Nor will he make a reportable contribution during the term of the contract to any political party committee in Vernon Township, Sussex County if a member of that political party is serving in an elective public office of Vernon Township, Sussex County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Vernon Township, Sussex County when the contract is awarded. **EXHIBIT A.**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

TOWNSHIP OF VERNON

By: _____

Anthony L. Rossi, Mayor



02/04/2026

Marcy Gianattasio, Township Clerk

STEVEN M. SIEGEL, ESQ.

TOWNSHIP OF VERNON

RESOLUTION #26-93

RESOLUTION ACCEPTING THE COMPLETION OF ROAD IMPROVEMENTS PROJECT TO CANISTEAR ROAD WITHIN VERNON TOWNSHIP

WHEREAS, the Township awarded contracts for the Road Improvement Project for Canistear Road to Tilcon New York, Inc. and Denville Line Painting, Inc. awarded by Resolutions #25-212 and #25-213 on August 11, 2025, and

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

WHEREAS, the Township Engineer has submitted a letter dated February 4, 2026 which states that the said contracts have been completed in full and that it is recommended that the Road Improvement Project for Canistear Road be accepted by the Township Council.

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

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

CERTIFICATION

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

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

ESTABLISHED 1969

HAROLD E. PELLOW, PRESIDENT
2022 Distinguished Engineering Service Award
from the NJ Society of Professional Engineers
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.
(6/26/84 – 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.

February 4, 2026

VIA E-MAIL

MEMORANDUM TO: Mr. Anthony Rossi, Vernon Township Mayor

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

SUBJECT: RECOMMENDATION TO ACCEPT PROJECT

Proposed Improvements to Canistear Road – 2025
Township of Vernon, Sussex County
HPA No. 25-211

Dear Mayor,

The above-referenced project has been completed. I now recommend that this project be accepted by the Mayor and Township Council by resolution. Once accepted, our office will start the close-out process for Tilcon, New York Inc.

If you have any questions, please feel free to contact me.

Very truly yours,

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

CLS:abe
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\25-211 - 2025 VARIOUS STREETS RESURFACING\CANISTEAR ROAD\MILLING & PAVING\ROSSI4.DOCX

cc: VIA E-MAIL

Irene Mills - Vernon Township Administrative Clerk
Jason Newell - Tilcon New York, Inc.
Janet Floyd, Tilcon New York, Inc.

TOWNSHIP OF VERNON

RESOLUTION #26-94

**RESOLUTION ACCEPTING THE COMPLETION OF ROAD IMPROVEMENTS
PROJECT TO VARIOUS STREETS -2025 WITHIN VERNON TOWNSHIP**

WHEREAS, the Township awarded contracts for the Road Improvement Project for Various Streets-2025 to Tilcon New York, Inc. awarded by Resolution #25-211 on August 11, 2025, and

WHEREAS, the Road Improvement Project for Various Streets-2025 within Lake Conway has been completed, and inspected as per the plans and specifications; and

WHEREAS, the Township Engineer has submitted a letter dated February 4, 2026 which states that the said contracts have been completed in full and that it is recommended that the Road Improvement Project for Various Streets -2025 be accepted by the Township Council.

NOW, THEREFORE BE IT RESOLVED, that the Vernon Township Council accept this project identified as Road Improvement Project for Various Streets -2025 as final and complete; and

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

CERTIFICATION

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

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

ESTABLISHED 1969

HAROLD E. PELLOW, PRESIDENT
2022 Distinguished Engineering Service Award
from the NJ Society of Professional Engineers
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.

February 4, 2026

VIA E-MAIL

MEMORANDUM TO: Mr. Anthony Rossi, Vernon Township Mayor

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

SUBJECT: RECOMMENDATION TO ACCEPT PROJECT

Proposed Improvements to Various Streets – 2025

Lake Conway Various Streets - (Meadow Lane, Trefoil Lane, Sudan Lane, Timothy Lane, Clover Lane, Conway Drive, Alsike Drive, Rebecca Drive)

Township of Vernon, Sussex County

HPA No. 25-211

Dear Mayor,

The above-referenced project has been completed. I now recommend that this project be accepted by the Mayor and Township Council by resolution. Once accepted, our office will start the close-out process for Tilcon, New York Inc.

If you have any questions, please feel free to contact me.

Very truly yours,

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

HAROLD E. PELLOW & ASSOCIATES, INC.

Vernon Township Engineer

CLS:abe
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\25-211 - 2025 VARIOUS STREETS RESURFACING\LK CONWAY ROADWAYS\ROSSI4.DOCX

cc: VIA E-MAIL

Irene Mills - Vernon Township Administrative Clerk
Jason Newell - Tilcon New York, Inc.
Janet Floyd, Tilcon New York, Inc.

TOWNSHIP OF VERNON

RESOLUTION #26-95

**RESOLUTION ADOPTING AND ESTABLISHING A POLICE DEPARTMENT RULES
AND REGULATIONS POLICY**

WHEREAS, the Township of Vernon Police Department has a Department Rules and Regulations Policy and it has determined that the adoption of a revised Rules and Regulations Policy is necessary as it plays a critical role in Police Department operations and the due process of officers for disciplinary matters; and

WHEREAS, the Township Administration has prepared a revised Vernon Township Police Department Rules and Regulations Policy and has determined that the revised policy would be in the best interests of the Township as a public employer; and

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

1. The Township Council adopts and approves the attached Vernon Township Police Department Rules and Regulations Policy.
2. This resolution shall take effect immediately.

A copy of this Resolution will be placed on file with the Clerk of the Township.

CERTIFICATION

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

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

VERNON TOWNSHIP POLICE DEPARTMENT



SUBJECT: RULES AND REGULATIONS

EFFECTIVE DATE:

NUMBER OF PAGES: 38

ACCREDITATION STANDARDS: 1.1.1, 1.4.1, 1.4.3, 1.5.2

BY THE ORDER OF:

Chief of Police

APPROPRIATE AUTHORITY:

Mayor of Vernon Twp.

TABLE OF CONTENTS

	<u>Page</u>
Chapter 1 - INTRODUCTION	3
1:1 - Establishment	3
1:2 - Numbering System	3-4
1:3 - Rules and Regulations Manual	4
1:4 - Definition of Terms	4-7
1:5 - Code of Ethics	8
1:6 - Mission Statement and Core Values	9
Chapter 2 - ORGANIZATION	10
2:1 - General Duties and Responsibilities	10-12
Chapter 3 - RULES OF CONDUCT	13
3:1 - Professional and General Conduct	13-15
3:2 - Issuing Orders	16
3:3 - Receiving Orders	16-17
3:4 - Police Records and Information	17
3:5 - Gifts, Rewards, Etc.	17-18
3:6 - Alcoholic Beverages, Drugs and Cannabis	18-20
3:7 - Duty Conduct	21-23
3:8 - Uniform and Appearance	23-27
3:9 - Department Equipment and Property	27-28
3:10 - Communication, Correspondence	29
3:11 - Public Activities	29-31
3:12 - Political Activities	31
3:13 - Judicial Appearance and Testimony	32-33
Chapter 4 - DISCIPLINARY REGULATIONS	34
4:1 - Disciplinary Action	34
4:2 - Department Authority for Corrective Action/Discipline	34-38

CHAPTER 1

INTRODUCTION

1:1. ESTABLISHMENT OF THE VERNON TOWNSHIP POLICE DEPARTMENT

1:1.1 Legal Authorization

The Police Department of Vernon Township is established pursuant to N.J.S.A. 40A:14-118 and the Township of Vernon Municipal Code §94-1 and shall hereafter be referred to as the "Vernon Township Police Department."

1:1.2 Rules and Regulations Established

The Appropriate Authority of the Township of Vernon hereby adopts and promulgates the Department Rules and Regulations, in accordance with the Township of Vernon Municipal Code and shall be known as the "Vernon Township Police Department Rules and Regulations."

1:1.3 Right to Amend or Revoke

In accordance with N.J.S.A. 40A:14-118, the right is reserved by the appropriate authority, as the representative of the governing body, to amend or revoke any of the rules and regulations contained herein.

1:1.4 Previous Rules, Policies and Procedures

All rules and regulations previously issued, and written directives that conflict with the rules and regulations contained herein, are hereby revoked to the extent of any such inconsistency. All other rules and regulations, and written directives not in conflict with those contained herein shall remain in full force unless expressly revoked by competent authority.

1:2 THE NUMBERING SYSTEM

1:2.1 Chapter, Section and Subsection Designation

Title and number shall designate each chapter, section and subsection. All numbering breakdowns shall be arranged according to a decimal sequence.

1:2.2 Chapter and Section Sequence

The number preceding the colon shall enumerate the chapter, while the number placed immediately to the right of the colon shall indicate the section.

1:2.3 Subsection Sequence

The number placed to the right of the decimal point shall designate the subsection.

1:2.4 Series Lettering

Letters listed in series under sections and subsections shall be enclosed within parentheses.

1:2.5 Flexibility of System

This system shall provide a simple and quick method of referral to material contained herein. This format has been designed to make specific reference to particular sections or subsections possible and to facilitate expansion and revision of the contents.

1:3 RULES AND REGULATIONS MANUAL

1:3.1 Application

These rules and regulations are applicable to all sworn employees, including special law enforcement officers, and to all civilian employees of the department, where appropriate.

1:3.2 Distribution

One copy of these rules and regulations shall be electronically distributed to each employee of the department through the PowerDMS software, similar software and/or manual distribution.

1:3.3 Responsibility for Maintenance

Employees shall be responsible for maintaining a current copy of the rules and regulations, including all additions, revisions, and amendments as issued.

1:3.4 Familiarization

Employees shall thoroughly familiarize themselves with the provisions of the rules and regulations. Ignorance of any provision of these rules and regulations will not be a defense to a charge of a violation of these rules and regulations.

1:3.5 Severability

If for any reason any section of these Rules and Regulations shall be questioned in any court and shall be held unconstitutional or invalid, the same shall not be held to affect any other sections or provisions of this document. No section of these Rules and Regulations shall supersede any current collective bargaining agreements.

1:4 DEFINITION OF TERMS

1:4.1 Acting

Serving temporarily in a position to which the employee is not ordinarily assigned, usually in a position of higher rank. All the authority, responsibilities and duties of the employee in the higher position devolve upon the acting employee.

1:4.2 Administrative Leave

Paid leave from regular duty that is authorized by the Chief of Police.

1:4.3 Appropriate Authority

In accordance with the provisions of N.J.S.A. 40A:14-118, and the Township of Vernon Municipal Code §94-2, the Mayor of Vernon Township is appointed the Director of Public Safety and is

further designated as the Appropriate Authority.

1:4.4 Authority

Authority is the statutory or written directive vested right to give commands, enforce obedience, initiate action and make necessary decisions. Authority may be delegated by those so designated. Acts performed without proper authority or authorization shall be considered in violation of the rules and regulations, and those persons in violation shall be subject to disciplinary action.

1:4.5 Chain of Command

The unbroken line of authority extending from the Chief of Police through one or more subordinates at each level of command down to the level of execution and vice versa.

1:4.6 Chief of Police

The Chief of Police of the Vernon Township Police Department shall be the highest-ranking sworn officer in charge of the department.

1:4.7 Days Off

Those days on which a given employee is excused from duty by the Chief of Police or designee or is not required to report to duty.

1:4.8 Department

The Police Department of the Township of Vernon.

1:4.9 Detail

A temporary assignment of personnel for a specialized activity.

1:4.10 Employee

All employees of the department, whether sworn officers or civilian employees.

1:4.11 Gender

The use of the masculine gender in any written directive or rules and regulations includes all genders.

1:4.12 Incompetence

Incapable of satisfactory performance of police duties.

1:4.13 Insubordination

Failure or deliberate refusal of any employee to obey a lawful order given by a superior officer. Ridiculing a superior officer or his order, whether in or out of his presence, is also insubordination. Disrespectful, mutinous, insolent, or abusive language towards a superior officer is insubordination. Disrespectful, mutinous, insolent, or abusive language towards any Township Government Official, whether in or out of their presence, is also insubordination.

1:4.14 Lawful Order

Any written or verbal directive issued by a superior officer to any subordinate or group of subordinates in the course of police duty which is not in violation of any law, ordinance, or any department rule or regulation.

1:4.15 May/Should

As used herein, the words "may" and "should" mean that the action indicated is permitted, expected or encouraged.

1:4.16 Member

Any duly appointed police officer of the department.

1:4.17 Military Leave

The period of time during which an employee is excused from duty for service with the active or reserve armed forces of the United States or of the State of New Jersey, as provided by law, ordinance or collective bargaining agreement.

1:4.18 Neglect of Duty

Neglect of duty is the failure to give suitable attention to the performance of duty. Examples include, but are not limited to, failure to take appropriate action on the occasion of a crime, disorder, or other act or condition deserving police attention; absence without leave; failure to report for duty at the time and place designated; unnecessary absence from the zone/post during the tour of duty; failure to perform duties or comply with provisions prescribed in the rules and regulations and written directives, and failure to conform to the department operating procedures.

1:4.19 Off-Duty

The status of an employee during the period they are free from the performance of specified duties.

1:4.20 On-Duty

The status of an employee during the period of the day when he is actively engaged in the performance of his duties.

1:4.21 Order

Any written or oral directive issued by the Chief of Police to any subordinate or group of subordinates in the course of police duty.

1:4.22 Post

A geographical area of coverage by a police officer.

1:4.23 Plurality of Words

The singular includes the plural, and the plural includes the singular.

1:4.24 Shall/Will

As used herein, the words "shall" and "will," mean the action required is mandatory.

1:4.25 Shift

Any assigned tour of duty in accordance with existing collective bargaining agreements.

1:4.26 Special Assignment

A member being excused from the performance of their regular duties and assigned a special detail.

1:4.27 Special Law Enforcement Officer

Persons vested with special police authority pursuant to N.J.S.A. 40A:14-146.8 et seq.

1:4.28 Staff Supervision

Staff supervision is an advisory relationship, outside the regular hierarchy of command and responsibility in which a senior employee may review the work of another employee.

1:4.29 Subordinate

A member lower in rank than his superior officer.

1:4.30 Superior Officer

A member holding the rank of Sergeant or any rank above Sergeant.

1:4.31 Supervisor

An employee, usually holding the appropriate rank, assigned to a position requiring the exercise of immediate supervision over the activities of other employees.

1:4.32 Tense of Words

The words used in the present tense include the future.

1:4.33 Tour of Duty

The number of days of work on a given shift during which an individual member is on duty.

1:4.34 Unpaid Leave of Absence

The period of time during which an employee is excused from duty and during which time no pay is received.

1:5 CODE OF ETHICS

- 1:5.1** All employees shall read and abide by the Law Enforcement Code of Ethics.
- 1:5.2** **AS A LAW ENFORCEMENT EMPLOYEE**, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality and justice.

I **WILL** keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept secret unless revelation is necessary in the performance of my duty.

I **WILL** never act officially or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I **RECOGNIZE** the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice. I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence. I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession...**LAW ENFORCEMENT**.

- 1:5.3** All employees of the Police Department shall read and abide by The New Jersey Ethics Law. (N.J.S.A. 40A:9-22.1 et. seq.)

1:6 MISSION STATEMENT AND CORE VALUES

1:6.1 Mission Statement

The mission of the Vernon Township Police Department is to maintain order, preserve and protect the life, peace and property of all the people who live, work and visit this community. The members of this department are held to the highest standards of performance and ethics. This department provides efficient police services in a fair and professional manner without prejudice or bias. The Vernon Police are dedicated to building and strengthening the relationships with the town's citizens and businesses in an effort to improve the quality of life.

1:6.2 Core Values

Our core values are:

- Ethical
- Efficient
- Fair
- Professional
- Building and Strengthening Relationships
- Improve the Quality of Life

CHAPTER 2

ORGANIZATION

2:1 GENERAL DUTIES AND RESPONSIBILITIES

2:1.1 Chief of Police

1. Pursuant to N.J.S.A. 40A:14-118, and the Township of Vernon Municipal Code §94-3, the Chief of Police shall be the head of the Police Department and shall be directly responsible to the appropriate authority for the efficiency and routine day-to-day operation of the Vernon Township Police Department and shall be responsible to:
 - a. Administer and enforce rules and regulations and special emergency directives for the disposition and discipline of the force and its officers and personnel;
 - b. Have, exercise, and discharge the functions, powers and duties of the force;
 - c. Prescribe the duties and assignments of all subordinates and other personnel;
 - d. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision; and
 - e. Report at least monthly to the appropriate authority in such form as shall be prescribed by such authority on the operation of the force during the preceding month, and create and produce reports as may be requested by such authority.

2:1.2 Commanders and Supervisors

Commanders and supervisors shall perform the duties established herein and be able to perform all of the general duties of a police officer. Commanders and supervisors shall:

1. Enforce department rules and ensure compliance with department policies and procedures.
2. Exercise proper use of their command, within the limits of their authority, to ensure efficient performance by their subordinates.
3. Exercise necessary control over their subordinates to accomplish the objectives for the department.
4. Guide and train subordinates to gain effectiveness in performing their duties.
5. Use department disciplinary procedures when necessary.
6. When using discipline, comply strictly with the provisions of the department disciplinary process.
7. Conduct themselves in accordance with high ethical standards, on and off-duty.

2:1.3 Police Officers

Police officers shall:

1. Exercise authority consistent with the obligations imposed by the oath of office and in conformance with the policies of the department.
2. Abide by all rules, regulations and department procedures and directives governing police officer employees.
3. Be accountable and responsible to their supervisor for obeying all lawful orders.
4. Coordinate their efforts with other employees of the department to achieve department objectives.
5. Conduct themselves in accordance with high ethical standards, on and off-duty.
6. Strive to improve their skills and techniques through study and training.
7. Familiarize themselves with the area of authority and responsibility for their current assignment.
8. Perform their duties promptly, faithfully and diligently.
9. Perform all related work as required in a timely fashion.
10. Take appropriate action to:
 - a. Protect life and property;
 - b. Preserve the peace;
 - c. Detect and arrest violators of the law;
 - d. Enforce all federal, state, and local laws and ordinances coming within department jurisdiction;
 - e. Safeguard the rights of individuals as provided by the United States Constitution and Constitution of the State of New Jersey;
 - f. Safely and expeditiously regulate traffic;
 - g. Aid citizens in matters within police jurisdiction;
 - h. Take appropriate police action in aiding fellow officers as needed;
 - i. Traffic enforcement;
 - j. Provide miscellaneous services.

2:1.4 Civilian Employees

Civilian employees shall:

1. Take appropriate action to perform the duties of their positions promptly, faithfully and diligently.

2. Exercise authority consistent with the obligations imposed by their position and in conformance with the policies of the department.
3. Be accountable and responsible to their supervisors for obeying all lawful orders.
4. Coordinate their efforts with other employees of the department to achieve department objectives.
5. Conduct themselves in accordance with high ethical standards, on and off-duty.
6. Strive to improve their skills and techniques through study and training.
7. Familiarize themselves with the area of authority and responsibility for the current assignment.
8. Abide by all rules, regulations and department procedures and directives governing civilian employees.
9. Perform all related work as required.

CHAPTER 3

RULES OF CONDUCT

3:1 PROFESSIONAL AND GENERAL CONDUCT

3:1.1 Standards of Conduct – (Penalty based on gravity of the offense/violation)

Employees shall conduct their private and professional lives in such a manner as to avoid bringing the department into disrepute.

3:1.2 Loyalty – (Class 3 Offense)

Loyalty to the department and to associates is an important factor in department morale and efficiency. Employees shall maintain loyalty to the department, their associates, and the Township of Vernon as is consistent with the law and personal ethics.

3:1.3 Cooperation – (Class 3 Offense)

Cooperation between the ranks and units of the department is essential to effective law enforcement. Therefore, all employees are strictly charged with establishing and maintaining a high spirit of cooperation within the department.

3:1.4 Assistance – (Class 2 Offense)

All members are required to take appropriate action toward aiding a fellow employee exposed to danger or in a situation where danger might be impending.

3:1.5 Performance of Duty – (Class 3 Offense)

All employees shall promptly perform their duties as required or directed by law, rules and regulations or written directive, or by lawful order of a superior officer.

3:1.6 Action Off-Duty – (Class 3 Offense)

While off-duty, police officers shall take appropriate action as needed in any police matter that comes to their attention within their jurisdiction as authorized by New Jersey law and department written directive.

While off-duty, police officers who take any police related action or any other action which may touch upon or reflect upon their position with the Vernon Township Police Department shall submit a written report to the Chief of Police or designee as soon as practical.

3:1.7 Obedience to Laws, Ordinances, Rules, and Written Directives – (Penalty based on gravity of the offense/violation)

Employees shall obey all laws, ordinances, rules, and written directives of the department.

3:1.8 Withholding Information – (Class 2 Offense)

Employees shall report any and all information concerning suspected criminal activity of others.

3:1.9 Reporting Violations of Laws, Ordinances, Rules, and Written Directives – (Class 3 Offense)

Employees knowing of other employees violating laws, ordinances, rules and written directives of the department, shall report same to the Chief of Police or designee.

Employees charged with violating laws or ordinances shall report same immediately to the Chief of Police or designee.

3:1.10 Neglect of Duty – (Class 2 Offense)

Members and employees shall not commit any act nor shall they be guilty of any omission that constitutes neglect of duty.

3:1.11 Insubordination – (Class 2 Offense)

Employees shall not:

1. Fail or refuse to obey a lawful order given by a supervisor;
2. Use any disrespectful or abusive language/action towards a supervisor.

3:1.12 Conduct Toward Other Department Employees – (Class 4 Offense)

Employees shall treat other department employees with respect. They shall be courteous and civil at all times in their relationships with one another. When on-duty and in the presence of the public, an officer shall be referred to by rank.

3:1.13 Compromising Criminal or Traffic Cases/Investigations – (Class 2 Offense)

Employees shall not interfere with the proper administration of justice.

3:1.14 Recommending Attorney and Bail Bond Brokers Prohibited – (Class 5 Offense)

Employees shall not suggest, recommend, or advise the retention of any attorney or bail bond broker to any person as a result of police business.

3:1.15 Posting Bail – (Class 2 Offense)

Employees shall not post bail for any person in custody, except relatives, without the express written permission from the Chief of Police or his designee.

3:1.16 Use of Force – (Penalty based on gravity of the offense/violation)

Members shall follow New Jersey State Law and department written directive on the use of force.

3:1.17 Physical and Mental Fitness for Duty – (Class 4 Offense)

Police officers are required to be capable of performing the essential functions of their assigned positions without posing a direct threat to their own health and safety, or that of others. Officers, who are aware of any reason why they are incapable of performing the essential functions of their assigned positions without posing a direct threat to their own health and safety, or that of others, shall notify the Chief of Police or designee. The department reserves the right to take appropriate action in such circumstances, which may include deeming the member unfit for duty, placing the

employee on sick leave status, or other action. The department reserves the right in appropriate cases to require medical clearance before allowing the member to return to regular duties. Nothing contained herein shall supersede any current collective bargaining agreements.

3:1.18 Driver's License – (Class 2 Offense)

Employees operating department motor vehicles shall possess a valid New Jersey driver's license. Whenever a driver's license is revoked, suspended, or lost the employee shall immediately notify the Chief of Police or designee giving full details.

3:1.19 Address and Telephone Numbers – (Class 5 Offense)

Employees are required to have a telephone or cellular phone in the place where they reside. Changes in address or telephone number shall be reported in writing to the Chief of Police or designee within twenty-four (24) hours of the change.

3:1.20 Knowledge of Laws and Regulations – (Class 4 Offense)

Member shall familiarize themselves with their current assignment and are required to establish and maintain a working knowledge of all laws and ordinances in force in the Township of Vernon, as well as all rules, regulations, policies, procedures and general orders of the department. In the event of improper action or a breach of discipline, it will be presumed that the affected member was familiar with the law, ordinance, rule, regulation, policy, procedure, or order in question.

3:1.21 Chain of Command – (Class 4 offense)

All employees must be aware of their relative position with the department, to whom they are immediately responsible, and persons accountable to them. All employees shall follow the established chain of command when dealing with supervisors and shall keep their supervisors informed of their activities.

3:1.22 Supervision of Subordinates – (Class 3 offense)

Department supervisors shall properly monitor, instruct, counsel, supervise, direct, and discipline the personnel assigned to their command and enforce all department rules, regulations, policies, procedures, directives and orders issued by competent authority.

- Supervisors are required to promptly report any unsatisfactory performance or violations through official channels.
- Supervisors are responsible for attempting to foster a positive attitude amongst their subordinates and in so doing must endorse the policies, directives and decisions of their superiors.

3:1.23 Secondary Employment – (Class 4 offense)

Employees may engage in secondary employment only when it is consistent with departmental policy and those privileges provided under collective bargaining agreements, employment agreements or personal service contracts, and after notifying the Chief of Police of the employment.

3:2 ISSUING ORDERS

3:2.1 Manner of Issuing Orders – (Class 4 Offense)

Orders from a supervisor to a subordinate shall be in clear and understandable language.

3:2.2 Unlawful Orders – (Class 2 Offense)

No supervisor shall knowingly issue an order, which is in violation of any law or ordinance.

3:2.3 Improper Orders – (Class 5 Offense)

No supervisor shall knowingly issue an order, which is in violation of any department rules and regulations or written directive.

3:3 RECEIVING ORDERS

3:3.1 Questions Regarding Orders – (Class 5 Offense)

Employees, in doubt as to the nature or detail of an order, shall seek clarification from their supervisors by going through the chain of command.

3:3.2 Obedience to Unlawful Orders – (Penalty based on gravity of the offense/violation)

Employees are not required to obey any order, which is contrary to any law or ordinance. Responsibility for refusal to obey rests with the employee, who will be required to justify the refusal to obey.

3:3.3 Obedience to Unjust or Improper Orders – (Penalty based on gravity of the offense/violation)

Employees who are given any order which is contrary to department rules and regulations or written directive, must first obey the order to the best of their ability, and then report the improper order as provided in 3:3.5.

3:3.4 Conflicting Orders – (Class 5 Offense)

Upon receipt of an order, conflicting with any previous order, the employee affected will advise the person issuing the second order of this fact. Responsibility for countermanding the original order rests with the individual issuing the second order. If so directed, the latter order shall be obeyed first. Orders will be countermanded, or conflicting orders will be issued, only when reasonably necessary for the good of the department.

3:3.5 Reports of Unlawful or Improper Orders – (Class 5 Offense)

An employee receiving an unlawful or improper order shall advise the issuing supervisor of their belief that the order in question is unlawful or improper. If the matter is not resolved, the officer shall at first opportunity, report in writing to the next highest-ranking supervisor above the supervisor who issued the unlawful or improper order. Action regarding such a report shall be conducted at the direction of the Chief of Police or designee.

3:3.6 Criticism of Official Acts or Orders – (Class 3 Offense)

Employees shall not criticize the actions or orders of any department employee in a manner which is defamatory, obscene, or which tends to impair the efficient operation of the department.

3:4 POLICE RECORDS AND INFORMATION

3:4.1 Release of Information – (Penalty based on gravity of the offense/violation)

Employees shall not release any information nor reveal any confidential business of the department to the public or the press except as provided in department written directives.

3:4.2 Department Records – (Class 2 Offense)

Contents of any record or report filed within the department shall not be exhibited or divulged to any person other than a duly authorized police officer, except with the approval of the Chief of Police, or under due process of law, or as permitted under department written directives.

3:4.3 Reports – (Class 2 Offense)

No employee shall knowingly falsify any official report or enter or cause to be entered any inaccurate, false, or improper information on record of the department.

3:5 GIFTS, REWARDS, ETC.

3:5.1 Soliciting Gifts, Gratuities, Fees, Rewards, Loans, Etc. – (Class 3 Offense)

Except as stated herein, employees shall not under any circumstances solicit any gift, gratuity, fees, rewards, loans, etc. where there is any direct or indirect connection between solicitations and their department membership or employment. All solicitations must stay within the parameters of Federal and State law, directives from the Office of the New Jersey Attorney General and the Sussex County Prosecutor's Office. Employees shall not solicit for any organization that in any way references their employment as an employee of the Township of Vernon without the knowledge of the Chief of Police pursuant to the standards set forth above. Nothing herein is meant to prevent action authorized by N.J.S.A. 45:17A-18 et seq.

3:5.2 Acceptance of Gifts, Gratuities, Fees, Rewards, Loans, Etc. – (Class 2 Offense)

Employees shall not accept either directly or indirectly any gift, gratuity, fees, rewards, loans, etc. or any other thing of value arising from or offered because of his police employment or any activity connected with said employment or employment with the Township or which might tend to influence directly or indirectly the actions of said employee or any other employee in any matter of police business; or which might tend to cast an adverse reflection on the department or any employee thereof. No employee of the department shall receive any gift, gratuity, fees, rewards, loans, etc. from other employees without the express prior written permission of the Chief of Police. Employees shall not accept any gift, gratuity or reward in money or other consideration for services rendered in the line of duty to the community or to any person, business, or agency except lawful salary and that which may be authorized by the law and the Chief of Police.

3:5.3 Other Transactions – (Class 4 Offense)

Every employee is prohibited from buying or selling anything of value from or to any complainant, suspect, witness, defendant, prisoner, or other person involved in any case which has come to his attention, or which arose out of his department employment, except as may be specifically authorized by the Chief of Police.

3:5.4 Disposition of Unauthorized Gifts and/or Gratuities – (Class 4 Offense)

Any unauthorized gift, gratuity, loan, fee, reward, or other object coming into the possession of any employee shall be forwarded to the Chief of Police together with a written report explaining the circumstances.

3:5.5 Debts - Incurring and Payment – (Class 5 Offense)

1. No employee shall borrow any money or otherwise become indebted to any other employee.
2. Employees shall not solicit other members or employees to co-sign or endorse any promissory note or other loan.
3. No employee shall offer to act as a co-signer or endorser of any promissory note or other loan for another employee.
4. Paragraphs 1-3 do not apply to transactions among employees related to each other.
5. Employees shall promptly pay all debts and legal liabilities incurred by them.

3:5.6 Intercession – Soliciting – (Class 4 Offense)

Employees shall not attempt to circumvent, undermine or improperly influence department procedures for determining promotions, assignments, disposition of disciplinary charges, appeals from department hearings, or related matters. Examples of circumventing, undermining or improperly influencing such procedures include, but are not limited to, soliciting unauthorized persons to intercede in such procedures, communicating or supplying information in a manner not authorized or permitted under such procedures, refusing to participate and/or cooperate in any investigation into alleged improper behavior. Members and employees may utilize the review, appeal and grievance procedures provided by statute, department rules and procedures, Township of Vernon ordinance or policy, and collective bargaining agreements. Nothing in this section shall prohibit employees from lawful consultation with attorneys and union representatives. Any lawyer or union representative consulted shall not be permitted to speak on behalf of the employee and shall not interfere in any investigatory process, including a prohibition against delaying the process.

3:6 ALCOHOLIC BEVERAGES, DRUGS AND CANNABIS

3:6.1 Alcoholic Beverages, Drugs and Cannabis – (Class 2 Offense)

1. No employee of the department will appear for, or be on duty, under the influence of an alcoholic beverage (any beverage containing alcohol) (hereinafter "alcohol"), illegal drugs (including the illegal use of prescription drugs) (hereinafter "drugs"), or cannabis (regulated marijuana that is lawful to use) or be unfit for duty because of use of drugs, cannabis or an alcoholic beverage. The reasonable opinion of a supervising officer that the employee is

under the influence of, or has alcoholic beverages, cannabis or drugs in the employee's system shall be sufficient to establish a violation of this provision. In addition, the presence of detectable level of alcoholic beverages or drugs as tested by breath, blood, urine or other medical test shall constitute a violation of this provision. Superior officers shall not assign to duty any employee in an unfit condition due to the use of alcoholic beverages, cannabis or drugs. The employee shall immediately be relieved of duty and service weapon if found on duty in such condition. Supervisors shall not allow to remain on duty, any employee whose fitness for duty is questionable due to the use of alcoholic beverages, cannabis or drugs. The superior officer shall submit a written report of the incident to the Chief of Police. (See Procedures for Employees Using Prescription Drugs in a Legal Manner Under Section 3 below)

2. Employees of the department shall not drink alcoholic beverages while on duty, ingest, inhale, consume or otherwise introduce into the human body, cannabis or take any drug as defined herein. Drinking on duty may be authorized by the Chief of Police for a special assignment. Sworn employees shall not drink alcohol or ingest, inhale, consume or otherwise introduce into the human body, cannabis, while in uniform or during any activity where the employee is acting as a representative or has identified himself as an employee of the Department. An employee, while assigned to duty in civilian clothes, may use alcohol only when absolutely necessary in the performance of duty, provided such use does not render them unfit for proper and efficient performance of duty. Employees should not, to the extent possible, engage in any behavior that could put him/herself in danger or the public in danger after consuming alcoholic beverages, for example, driving. All use of alcoholic beverages used in the performance of an employee's duty must be documented in writing, detailing the reasons therefore and the amounts consumed as soon as possible after such consumption. An employee may be subject to testing to confirm the level of alcohol in their system. An employee may be subject to testing from a Workplace Recognition Expert [WIRE] to confirm if the employee is presently under the influence of cannabis or drugs.
3. Taking Prescription or other Medication While on Duty/Notification about Medication – Pursuant to the Americans with Disabilities Act, 42 U.S.C. §12112, ("ADA") employees of the department shall disclose to the Chief of Police that they are taking medication (prescription or non-prescription) that may affect their ability to perform their duties, including but not limited to using a firearm, operating a radio, or operating a motor vehicle. Such employee shall also disclose the expected duration of their use of such medication. Medical information may be disclosed to supervisors where they need such information to provide reasonable accommodations or to meet an employee's work restrictions. The department reserves the right in appropriate cases to require medical clearance before allowing the employee to return to regular duties. The department reserves the right to take appropriate action in the case of any employee who is impaired on duty for any reason, including the use of prescription or non-prescription medication who has failed to give proper advance notification.
4. Alcohol or cannabis may not be consumed, ingested, inhaled or otherwise introduced into the human body at or in police headquarters, or ancillary facilities.
5. An employee shall not possess or ingest, inhale, consume or otherwise introduce into the human body unregulated marijuana.
6. An employee shall not possess or ingest, inhale, consume or otherwise introduce into the human body cannabis for the entirety of the time when they are considered on "standby duty" or "on-call" status.

7. No uniformed employee of the department shall, at any time when in uniform, or any part thereof, except in the performance of duty, enter any place in which intoxicating liquor or cannabis is served/sold, unless authorized by a supervisor. This provision does not include establishments with a separate dining area where the serving of alcoholic beverages is not the primary function (e.g., certain diners and restaurants which have a liquor license). If an employee is unclear whether an establishment would violate this section, he should contact his supervisor.
8. Employees shall not bring into or keep any alcoholic beverages or illegal drugs on department premises except, when necessary, in the performance of a police related task. Alcoholic beverages, cannabis, or unregulated marijuana or drugs brought into department premises in the furtherance of a police related task, shall be properly identified and stored according to department written directives.
9. No employee shall report for regularly scheduled duty, with the odor of an alcoholic beverage or cannabis on their breath or under the influence. Employees may be subject to testing.
10. No liquor license shall be held by any police officer, or by any profit corporation or association in which any police officer is interested, directly or indirectly.
11. Pursuant to law, members of the Vernon Township Police Department may not be employed by a business located in the Township of Vernon, which is licensed to sell alcoholic beverages in New Jersey.

When a licensee has circumstances that require the use of trained police officers to provide crowd or traffic control or security for money, the municipality may assign regular police officers to the licensed premises for these purposes. The municipality may either bill the licensee for such cost or may require the licensee to prepay for the services. In no event, however, may the licensee directly hire or pay these police officers. (See N.J.A.C. 13:2-23.31; N.J.S.A. 33:1-26.1).

The Chief of Police retains the right to advise any police officer that for the good of the department or for other operational reasons (including but not limited to the ability to work overtime), the officer cannot obtain or retain such employment.

3:6.2 Substance Testing – (Class 2 Offense)

1. Members will be ordered to submit to drug testing when there is a reasonable suspicion to believe that the member is using drugs illegally, in accordance with the Office of the New Jersey Attorney General's Guidelines on Drug Testing and any policy mandated by the Sussex County Prosecutor.
2. Random drug screening shall be ordered by the Chief of Police from time to time. If the Chief of Police orders random drug screening it shall be in accordance with the Office of the New Jersey Attorney General's Guidelines on Drug Testing and any policy mandated by the Sussex County Prosecutor.
3. Pre-employment drug screening shall be conducted in accordance with the Office of the New Jersey Attorney General's Guidelines on Drug Testing and any policy mandated by the Sussex County Prosecutor.

3:7 DUTY CONDUCT

3:7.1 Reporting for Duty – (Class 3 Offense)

Employees shall report for duty at the time and place specified, properly uniformed and equipped.

3:7.2 Absence from Duty – (Class 3 Offense)

Every member who fails to appear for duty at the date, time and place specified without the consent of competent authority, is "absent without leave". Such absence must be reported in writing to the Chief of Police immediately. Except as otherwise provided by law, any member who is absent from duty without just cause or leave of absence, for a continuous period of 5 days shall cease to be a member of the Department, pursuant to N.J.S.A. 40A:14-122.

3:7.3 Harassment in the Workplace – (Class 3 Offense)

All employees of the department shall adhere to the written directive established by the Chief of Police and the Township of Vernon regarding Harassment in the Workplace.

3:7.4 Civil Rights – (Class 2 Offense)

All employees shall observe and respect the civil rights of all persons.

3:7.5 Work Expectation – (Class 3 Offense)

Employees are expected to perform their duties to the best of their abilities at all times.

3:7.6 Retaliation – (Class 2 Offense)

No employee shall take any official action or initiate or engage in any conduct with the intention to retaliate against any person for criticizing or complaining about any employee. This shall not apply to situations where employees are disciplined for engaging in actions, which constitute insubordination.

3:7.7 Personal Relationships – (Class 2 Offense)

If two employees enter into a dating relationship, intimate relationship, marital relationship or civil union during the course of employment, and the department reasonably believes the relationship may create a conflict of interest, one of the employees may be transferred to another shift or assignment. The employees involved in a relationship as described within shall report the relationship to the Chief of Police.

3:7.8 Smoking – (Class 5 Offense)

P.L. 2009, C.182 "NJ Smoke-Free Air Act" approved July 20, 2010, provides for an employer's obligation to establish a policy protecting the health, welfare, and comfort of employees from those employees who smoke tobacco, to include electronic smoking devices. That written directive must establish designated non-smoking areas. It is the policy of this department not to allow smoking in any office or vehicle assigned to the Vernon Township Police Department. Employees desiring to smoke may do so outside or in an area designated for smoking. It is the rule of this department not to allow smoking in any designated crime scene area.

3:7.9 Distracters – (Class 4 Offense)

The use of any item or object that distracts an employee from the performance of duty other than equipment authorized by the department is prohibited while on duty.

3:7.10 Relief – (Class 3 Offense)

Employees are to remain at their assignments and on duty until properly relieved by other employees or until dismissed by competent authority.

3:7.11 Training – (Class 3 Offense)

Employees shall attend training at the direction of the Chief of Police. Such attendance is considered a duty assignment unless the prevailing collective bargaining agreements provide otherwise.

3:7.12 Military Courtesy – (Class 4 Offense)

When meeting in public, officers shall conform to normal courtesy standards and refer to each other by rank.

3:7.13 National Colors and Anthem – (Class 4 Offense)

Uniformed members will render full military honors to the National Colors and Anthem at appropriate times. Members and employees in civilian dress shall render proper civilian honors to the National Colors and Anthem at appropriate times.

3:7.14 Inspections – (Class 4 Offense)

Employees directed to attend full dress inspections shall report in the uniform prescribed, carrying the equipment specified. Unauthorized absence from such inspection shall be considered absence without leave.

3:7.15 Prohibited Activity On-Duty

Employees who are on-duty are prohibited from engaging in activities, which are not directly related to the performance of their duty with exceptions as noted:

1. Meeting with other officers (except in performance of their police duties), sleeping, loafing, idling; - **(Penalty based on gravity of the offense/violation)**
2. Reading material other than department required materials (except at meals); **(Class 5 Offense)**
3. Conducting private business while on duty, unless authorized by the shift supervisor; **(Class 2 Offense)**
4. Unlawful gambling, unless to further a police purpose such as conducting an investigation of suspected criminal activity as authorized through the chain of command; **(Class 2 Offense)**
5. Smoking in public view; **(Class 5 Offense)**

6. Sexual activity of any kind; **(Class 2 Offense)**
7. Pursuing personal relationships with or without coercion created by an officer's official authority; **(With Coercion: Class 1 Offense; Without Coercion: Class 4 Offense)**
8. Soliciting or otherwise enhancing secondary employment interests while on duty or as a result of an official duty; **(Class 3 Offense)**
9. Conducting secondary employment activities while on duty; **(Class 3 Offense)**
10. Taking any photographs, pictures, digital images that are not related to the job, including but not limited to pictures of any crime scenes, traffic crashes, people, or job-related incidents or occurrence with any personal analog or digital device, camera or cellular telephone, except as may be necessary for the furtherance of official duties, and only in accordance with established department procedures pertaining to preservation of evidence and chain of custody; **(Penalty based on gravity of the offense/violation)**
11. Releasing any personal or department photographs, pictures, digital images of any crime scenes, traffic crashes, people, or job-related incident or occurrence taken with a personal or department analog or digital device, camera or cellular phone to any person, entity, business, or media/Internet outlet without the express written permission of the Chief of Police; **(Penalty based on gravity of the offense/violation)**
12. Video or audio recording, which is not connected with an official investigation or duties, is prohibited; **(Penalty based on gravity of the offense/violation)**
13. Employees are forbidden to video or audio record conversations with other employees unless related to the job and approved in advance by the Chief of Police. This prohibition does not apply to video recorded interviews of witnesses or suspects where two or more employees may be present, the routine recording of telephone calls over or through the department telephone system via any recording system approved by the Chief of Police, or to the use of mobile video recorders as authorized by the Chief of Police. The exception to this is for an Internal Affairs investigation as authorized by the Chief of Police or representatives of the involved prosecutorial authorities. **(Penalty based on gravity of the offense/violation)**
14. Any other activity deemed inappropriate by the Chief of Police. **(Penalty based on gravity of the offense/violation)**

3:7.16 All Other Conduct – (Class 2 Offense)

Misconduct by a police officer need not be predicated on the violation of any particular department rule or regulation. Police officers are called upon to exercise tact, restraint and good judgment in their relationship with the public and must present an image of personal integrity and dependability in order to have the respect of the public. The department will take appropriate disciplinary action against any officer whose actions violate this standard of good behavior.

3:8 UNIFORMS, APPEARANCE, AND IDENTIFICATION

3:8.1 Regulation Uniforms Required – (Class 4 or 5 Offense based on the gravity of the violation)

All uniformed personnel of the department shall maintain in good order a regulation uniform. All uniformed personnel shall be neat appearing, and well-groomed while in uniform. All articles of

uniform shall conform to the department uniform regulations. Uniforms shall be made of the material and the style prescribed in police orders, and such style shall not be altered or changed in any manner, whatsoever, unless authorized by the Chief of Police or designee.

3:8.2 Manner of Wearing the Uniform – (Class 4 or 5 Offense based on the gravity of the violation)

All uniformed personnel of the department shall wear the uniform on duty as prescribed by department written directive for the employee's current assignment. However, the Chief of Police or designee may prescribe other clothing as required by the nature of the duty to which a particular employee is assigned.

3:8.3 Manner of Wearing Business/Civilian Attire – (Class 4 or 5 Offense based on the gravity of the violation)

Members and employees permitted to wear civilian clothing while on duty shall wear clothing that is suitable for a business environment and neat in appearance. The Chief of Police or designee may prescribe other types of clothing when necessary to meet a particular police objective.

3:8.4 Change of Apparel – (Class 4 or 5 Offense based on the gravity of the violation)

Members of the department must be prepared to change from both uniform and civilian clothes relative to the need of their services and as required for investigation. Distinguished police uniforms shall not, at any time, be worn on the street in conjunction with civilian clothing.

3:8.5 Wearing or Carrying Identification – (Class 4 or 5 Offense based on the gravity of the violation)

Members shall wear or carry their department identification at all times, provided that it is practical for the circumstances.

3:8.6 Identification as Police Officer – (Class 4 or 5 Offense based on the gravity of the violation)

Wearing and carrying badge and official Department identification card. A member, when in uniform, shall wear the regulation badge on the outside of the outermost garment over the left breast and always in sight. When not in uniform or off duty, they shall carry their badge and official police identification. Only those badges issued and approved by the Chief of Police may be worn and carried on and off duty.

3:8.7 Personal Appearance – (Class 4 or 5 Offense based on the gravity of the violation)

Every employee of the department, while on duty, must always be neat and clean in person, their clothes cleaned and pressed, and their uniform in conformity with the rules and regulations of this department. The Chief of Police or designee may prescribe other clothing as required by the nature of the duty, which a particular member is assigned. Non-uniformed civilian employees may be permitted deviations from this section as directed by the Chief of Police or designee and in keeping with a professional appearance. Personal appearance, grooming, and hygiene standards that disrupt the working environment shall not be permitted.

All supervisory officers shall be responsible for ensuring compliance with the provisions of this regulation. In the event that in a supervisor's judgement an employee is not in compliance with any provision of this regulation, or the supervisor reasonably believes that an employee's appearance is unprofessional, that supervisor shall direct that employee to take immediate steps to become in compliance with said provision of the regulation; document in a report all relevant

circumstances and outcomes of the incident; forward said report and any accompanying evidence such as photographs to the Chief of Police for review and follow up.

Grooming and appearance standards contained herein shall not be contrary to the New Jersey Crown Act or the New Jersey Law Against Discrimination (LAD).

Examples of religious dress and grooming practices include wearing religious clothing or articles (e.g., a Muslim hijab (headscarf), a Sikh turban, Jewish yarmulke, or a Christian cross); observing a religious prohibition against wearing certain garments (e.g., a Muslim, Pentecostal Christian, or Orthodox Jewish woman's practice of not wearing pants or short skirts), or adhering to shaving or hair length observances (e.g., Sikh uncut hair and beard, Rastafarian dreadlocks, or Jewish peyes (sidelocks)).

When an employee or applicant needs a dress or grooming accommodation for religious reasons, he should notify the employer that he needs such an accommodation for religious reasons. If the employer reasonably needs more information, the employer and the employee should engage in an interactive process to discuss the request. If it would not pose an undue hardship, the employer must grant the accommodation. In most instances, employers are required by federal law to make exceptions to their usual rules or preferences to permit applicants and employees to observe religious dress and grooming practices.

1. Male Employees

- a. Hair shall be evenly trimmed at all times while on duty. The hair shall at no point extend downward over the shirt collar in normal posture. Specifically prohibited by this directive are hairstyles that would be regarded as unusual, bizarre, or inappropriate for a professional appearance. This would include hair dye that is of an unnatural color and the practice of shaving symbols, letters and related items into one's hairstyle.
- b. Facial hair - Employees will not be permitted to be in a constant state of growing facial hair. Employees who choose to not wear facial hair shall be cleanly shaven at all times. All facial hair shall be neatly trimmed and groomed in a manner that presents a professional and neat appearance. Beards, mustaches and goatees shall be cleanly manicured at the edges and will not be fashioned in such a manner that the style protrudes more than $\frac{1}{2}$ " from the face or neck. No portion of a beard or goatee may be exceptionally longer than any other. Beards shall cover below the jaw horizontally, but end before the downward curve of the neck at a cleanly shaven line. Facial hair must be cleanly shaven (trimmed) at the cheek line. Beards must be grown naturally, no form of spray on, or adhesive beards are permitted. Goatees must not extend beyond $\frac{1}{2}$ " from the corner of the mouth, and must not extend below the jaw line (extending down the front or sides of the neck). Goatees and beards must be worn with a mustache. The Chief of Police (or designee) has the authority to determine the styles and lengths of facial hair, which is discretionary.
- c. Fingernails shall be cleaned, trimmed, and not extend beyond the tips of the fingers.

2. Female Employees

- a. Hair shall not be worn longer than the bottom of the shirt or coat collar at the back of the neck when standing with the head in a normal position. Hair may be worn slightly over the ears, but in no case shall the bulk or length of hair interfere with

the wearing of the authorized uniform headgear. A bun or twist will be permitted on the back of the head, provided it is worn in a neat manner and does not interfere with the wearing of department headgear. No ribbons or ornaments shall be worn in the hair except for neat inconspicuous bobby pins or conservative barrettes, which blend with the hair color. Hair coloring, if used, must appear natural. Specifically prohibited by this directive are hairstyles that would be regarded as unusual, bizarre, or inappropriate for a professional appearance. This would include hair dye that is of an unnatural color and the practice of shaving symbols, letters and related items into one's hairstyle.

- b. Cosmetics may be worn provided they are subdued and blended to match the natural skin color of the individual. False eyelashes are not permitted.
- c. Fingernails shall be clean and trimmed. Nails shall not extend beyond the tips of the fingers. All nail polish must be clear or neutral shades of color. No designs, decals, art or ornaments will be permitted.

3. **Jewelry and Apparel (All)**

- a. Police Officers on duty shall not wear loose fitting jewelry which may be grasped during a struggle or which can inflict injury or diminish the mobility of the officer. This provision shall not prohibit non-uniform employees on duty from wearing jewelry appropriate for the conditions of their current assignment in accordance with department written directive.
- b. No visible body piercing jewelry shall be worn while on duty. This shall include but not limited to nose, ear, eyebrow and tongue piercing.
- c. Uniformed employees shall not have any dental ornamentation. The use of gold, platinum, silver, or other veneer caps for the purposes of ornamentation are prohibited. Teeth, whether natural, capped, or veneered, shall not be ornamented with designs, jewels, initials, etc.

4. **Body Mutilation, Tattoos or Similar Markings (All)**

Definitions:

- a. Body Mutilations - Intentional and deliberate altering of any part of the human body for non-medical reasons by branding, filing, cutting, scarring, piercing, or stretching of the skin. This does not include the standard piercing of the ear lobe. Examples: A split or forked tongue, foreign objects inserted under the skin to create a design or pattern, gauging, intentional scarring, abnormal filing of teeth.
- b. Scarification - the act of intentional cutting of the skin for the purpose of creating a design, form, figure or art.
- c. Branding - the act of intentional burning of the skin for the purpose of creating a design, form, figure or art.

The following tattoos, scarifications and brands are prohibited:

- a. Tattoos, scarifications or brands are prohibited on the head, face, neck above the collar or hands with the exception of a ring band. The Chief of Police reserves the right to require an officer to cover up any visible tattoo(s) while the officer is in uniform.

- b. Depictions of nudity or violence; sexually explicit or vulgar art, words, phrases or profane language; symbols likely to offend other members, employees, or members of the public, i.e., swastikas, pentagrams or similar symbols; initials, acronyms or numbers that represent criminal or historically oppressive organizations, (i.e., AB, KKK, SS, MM, BGF, HA, 666) or any street gang names, numbers and/or symbols; or, any language or depiction that may impair or disrupt the operations of the department, or is inconsistent with the mission of the department.

3:9 DEPARTMENT EQUIPMENT AND PROPERTY

3:9.1 Equipment On-Duty – (Class 4 Offense)

Employees shall carry all equipment on-duty as prescribed by department written directive based on their assignment.

3:9.2 Equipment Off-Duty – (Class 4 Offense)

Employees shall carry equipment off-duty as prescribed by department written directive.

3:9.3 Firearms – (Class 4 Offense)

Employees shall follow department written directive on the care and handling of firearms.

3:9.4 Department Property and Equipment – (Class 4 Offense)

All law enforcement related equipment will be maintained in an operational state and that responsibility of the maintenance of the equipment is vested with the person or position responsible for the equipment.

3:9.5 Use of Department Property and Equipment – (Class 5 Offense)

Employees are prohibited from using any department property, equipment, consumable supplies and other resources for personal business or pleasure.

3:9.6 Damaged or Inoperative Property or Equipment – (Class 5 Offense)

Employees shall immediately report to the Chief of Police or designee any loss of or damage to department property assigned to or used by them. The Chief of Police or designee shall also be notified of any defects or hazardous conditions existing in any department equipment or property.

3:9.7 Care of Department Buildings – (Class 5 Offense)

Employees shall not mark or deface any surface in any department building. No material shall be affixed to any wall in department buildings without specific authorization from the Chief of Police.

3:9.8 Notices – (Class 5 Offense)

Employees shall not mark, alter, or deface any posted notice of the department. No notices or announcements shall be posted on bulletin boards without permission of the Chief of Police, except those areas designated for use by the collective bargaining unit(s). No other form of communication of notices or announcements, including electronic communication of non-official

police business shall be made unless authorized by the Chief of Police. No notices, pictures or other written communications may be posted that are degrading, obscene, or considered detrimental to the good order of the Police Department.

3:9.9 Use of Department Vehicles – (Class 5 Offense)

Employees shall not use any department vehicle without the permission of the Chief of Police or their designee.

3:9.10 Operation of Department Vehicles – (Class 4 Offense)

When operating department vehicles, employees shall not violate traffic laws, except in cases of emergency and then only in conformity with state law and department written directive regarding same.

3:9.11 Transporting Non-Employees – (Class 4 Offense)

Non-employees shall not be transported in department vehicles, except as necessary in the performance of official police duties or as otherwise approved by the Chief of Police. Such transportation will be done in conformance with department written directive or at the direction of the supervisor or communications center.

3:9.12 Reporting Accidents – (Class 4 Offense)

Accidents involving department personnel, property, equipment and vehicles must be reported in accordance with department written directive.

3:9.13 Inspection – (Class 4 Offense)

Department property and equipment are subject to entry and inspection without notice. This includes, but is not limited to any vehicle, desk, filing cabinet, and/or locker, the use of which is provided to the employee by the department.

3:9.14 Liability – (Not Classified)

If any department property is damaged or lost as result of misuse or negligence by an employee, that employee will be held liable to reimburse the department for the damage or loss and is subject to disciplinary action.

3:9.15 Presumption of Responsibility – (Not Classified)

In the event that Township of Vernon property is found bearing evidence of damage which has not been reported, it shall be *prima-facie* evidence that the last person using the property or vehicle was responsible.

3:9.16 Surrender of Department Property – (Not Classified)

1. Upon Separation from the Department - Employees are required to surrender all department property in their possession upon separation from the service. For failure to return a non-expendable item, the employee will be required to reimburse the department for the fair market value of the article.
2. Under Suspension - Any employee under suspension shall immediately surrender their identification, firearm (if applicable), and all other department property to the Chief of Police or designee pending disposition of the case.

3:10 COMMUNICATIONS, CORRESPONDENCE

3:10.1 Restrictions – (Class 4 Offense)

1. Employees shall not use department letterheads for private correspondence.
2. Employees shall only send official correspondence out of the department under the direction of the Chief of Police or designee. This includes, but is not limited to, letters, subpoenas, e-mails, memorandums, and any other type of paper or electronic written communication.

3:10.2 Forwarding Communications – (Class 5 Offense)

Any employee who receives a written communication for transmission to another employee shall forward same without delay.

3:10.3 Use of Department Address – (Class 4 Offense)

Employees shall not use the department as a mailing address for private purposes. The department address shall not be used for any private vehicle registration or driver's license.

3:10.4 Telephones – (Class 4 Offense)

Department telephone equipment may not be used for personal use involving toll charges without the express approval of the Chief of Police or designee. Department telephone numbers may not be given out as numbers for police officer's personal use or contact.

3:10.5 Radio Discipline – (Class 4 Offense)

Employees operating the police radios shall strictly observe the procedures and restriction for such operations as set forth in department written directive and by the Federal Communications Commission.

3:11 PUBLIC ACTIVITIES

3:11.1 Publicity – (Class 5 Offense)

Employees may identify themselves as employees of the Vernon Township Police Department. However, members and employees shall not use or refer to their affiliation with the Vernon Township Police Department for purposes of furthering or gaining advantage in personal pursuits or for any other reason that has or reasonably may have an adverse impact on the department or of the Township of Vernon. The Chief of Police shall determine whether an employee's conduct has violated this standard. Nothing herein is meant to prevent action authorized by N.J.S.A. 45:17A-18 et seq. or the New Jersey State Constitution.

3:11.2 Commercial Testimonials – (Class 4 Offense)

Employees shall not permit their names or photographs to be used to endorse any product or service without the permission of the Chief of Police. They shall not, without the permission of the Chief of Police, allow their names or photographs to be used in any commercial testimonial,

which alludes to their position or employment with this department or their position as a police officer or employee of a police department.

3:11.3 Public Appearance Requests – (Class 2 Offense)

All requests for public speeches, demonstrations, etc., will be forwarded to the Chief of Police for approval and processing. Employees directly approached for this purpose shall suggest that the party submit their request to the Chief of Police.

3:11.4 Courtesy – (Class 5 Offense)

Employees shall be courteous and orderly in all dealings with the public. They shall perform their duties professionally, avoiding harsh, violent, profane or insolent language, and always remain calm regardless of provocation to do otherwise. Upon request, employees are required to supply their name and identification in a courteous manner. They shall attend to requests from the public quickly and accurately, avoiding unnecessary referral to other parts of the department.

3:11.5 Impartial Attitude – (Class 2 Offense)

All employees must remain completely impartial toward all persons coming to the attention of the department. Violations of the law are against the people of the state and not against the individual officer. All citizens are guaranteed equal protection under law. Exhibiting partiality for or against a person because of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, domestic partner or civil union status, familial status, liability for service in the Armed Forces of the United States, disability, atypical hereditary cellular or blood trait, genetic information, nationality, pregnancy or other protected class (N.J.S.A. 10:5-1 et seq.) is conduct unbecoming a public employee. Similarly, unwarranted interference in the private business of others when not in the interests of justice is conduct unbecoming a public employee.

3:11.6 Disparaging Comments Regarding Protected Personal Characteristics – (Class 3 Offense)

Courtesy and civility toward the public is required of all employees of the department. Employees shall not use words which humiliate, disparage, demean, degrade, ridicule, or insult a person because of their race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, domestic partner or civil union status, familial status, liability for service in the Armed Forces of the United States, disability, atypical hereditary cellular or blood trait, genetic information, nationality, pregnancy or other protected class (N.J.S.A. 10:5-1 et seq.).

3:11.7 Public Statements – (Class 2 Offense)

Employees of the department shall not make public statements concerning the work, plans, policies, or affairs of the department which may impair or disrupt the operation of the department or which are obscene, unlawful, or defamatory. While employees have a right to maintain personal webpages, websites, and blogs, their status as employees of the police department requires that the content of those webpages and websites not be in violation of existing department written directives. The right of the collective bargaining unit(s) representative to make public statements regarding the improvement of working conditions or the betterment of the department shall be upheld.

3:11.8 Subversive Organizations – (Class 1 Offense)

No employee shall knowingly become a member of or connected with a subversive organization, except when necessary in the performance of duty, and then only under the direction of the Chief of Police.

3:11.9 Affiliation with Certain Organizations Prohibited – (Class 3 Offense)

Police officers shall not join or affiliate with any organization, or enter into any business relationships that would interfere with the officer's ability to fulfill his or her obligations to the department, which may impair or disrupt the operations of the department, or that is inconsistent with the mission of the department. This section shall not apply to active or reserve service in the armed forces of the United States or the State of New Jersey.

3:11.10 Affiliation with Radical Groups – (Class 1 Offense)

No employee, except in the discharge of police duties, shall knowingly associate with or have any dealings with any person or organization which advocates, or which is instrumental in fostering hatred, prejudice, or oppression against any group set forth in Section 3:11.7 or any political entity.

3:12 POLITICAL ACTIVITIES

3:12.1 Political Activities Prohibited – (Class 2 Offense)

Employees should not be permitted to engage in political activity while on duty, and no employee shall be permitted to use his official position to influence another person's partisan or non-partisan political activity.

3:12.2 Election to Public Office – (Class 2 Offense)

Police officers may run for public office, but may not campaign, nor engage in any activity connected with candidacy for such office, during any tour of police duty.

3:12.3 Soliciting Prohibited – (Class 2 Offense)

Employees of the department shall not solicit contributions for political purposes while on duty or when such activity prevents the employee from performing his job with the department, nor shall any employee interfere with or use the influence of his office for political reasons.

3:12.4 Contributions – (Not Classified)

Employees may contribute funds or any other thing of value to candidates for public office subject to the provision of law governing such contributions.

3:12.5 Displaying of Political Material – (Class 3 Offense)

Employees shall not display any political material on any government property or on their person while on duty or in uniform or while representing the department or the Township of Vernon.

3:13 JUDICIAL APPEARANCE AND TESTIMONY

3:13.1 Court Appearances – (Class 5 Offense)

Employees must attend court or quasi-judicial hearings as required by a subpoena. Permission to omit this duty must be obtained from the prosecuting attorney handling the case or other competent court official. When appearing in court, either the official uniform or appropriate business attire shall be worn. Weapons will not be displayed unless wearing the uniform. Members shall present a neat and clean appearance, avoiding any mannerism, which might imply disrespect to the court.

3:13.2 Testifying for the Defendant – (Class 3 Offense)

Any employee subpoenaed to testify for the defense in any trial or hearing, or against the Township of Vernon in any hearing or trial shall notify the Chief of Police upon receipt of the subpoena. He shall also notify the appropriate prosecutorial authority handling the case.

3:13.3 Duty of Employees to Appear and Testify – (Class 3 Offense)

It shall be the duty of every employee to appear and testify upon matters directly related to the conduct of his office, position or employment before any court, grand jury, or the State Commission of Investigation, provided such testimony does not infringe on the employee's constitutional due process protection.

3:13.4 Department Investigations – Testifying – (Class 2 Offense)

Employees shall be required to respond to questioning, provide reports, and render materials during department investigations in accordance with the provisions of the New Jersey Attorney General's Internal Affairs Policy & Procedures currently in effect.

3:13.5 Truthfulness – (Class 1 Offense)

Employees are required to be truthful at all times whether under oath or not.

3:13.6 Civil Action, Court Appearances – Subpoenas – (Class 4 Offense)

An employee shall not volunteer to testify in civil actions and shall not testify unless legally subpoenaed. Employees will accept all subpoenas legally served. If the subpoena arises out of department employment or if the employee is informed that he is a party to a civil action arising out of department employment, he shall immediately notify the Chief of Police, who in turn shall notify the proper authorities. Employees shall not enter into any financial understanding for appearances as witnesses prior to any trial, except in accordance with department directives.

3:13.7 Civil Depositions and Affidavits – (Class 4 Offense)

Employees shall notify the Chief of Police before giving a deposition or affidavit on a civil case.

3:13.8 Civil Action, Expert Witness – (Class 4 Offense)

Employees shall not volunteer or agree to testify as expert witnesses in civil actions without the prior written approval of the Sussex County Prosecutor and the Chief of Police.

3:13.9 Civil Process – (Class 5 Offense)

Members shall not serve civil process or assist in civil cases unless the specific consent of the Chief of Police is obtained. They shall avoid entering into civil disputes, particularly while performing their police duties, but shall prevent or abate a breach of the peace or crime in such cases.

3:13.10 Internal Affairs Investigations – (Not Classified)

The Vernon Township Police Department hereby adopts and incorporates the "Internal Affairs Policy & Procedures" of the Police Management Manual promulgated by the Police Bureau of the Division of Criminal Justice in the Department of Law and Public Safety to govern the conduct of internal affairs investigations.

CHAPTER 4
DISCIPLINARY REGULATIONS

4:1 DISCIPLINARY ACTION

4:1.1 Disciplinary Action

Department employees regardless of rank or assignment, shall be subject to disciplinary action, according to the nature or aggravation of the offense, for violating their oath and trust by committing an offense, incapacity, misconduct or disobedience of established department Rules and Regulations punishable under the laws or statutes of the United States, the State of New Jersey, municipal ordinances, or failure, either willfully or through negligence or incompetence to perform the duties of their rank of assignment; or for violation of any written directive or rule or regulations of the department; or for failure to obey any lawful instruction, order, or command of the Chief of Police. Disciplinary action in all cases will be decided on the merits of each case.

The disciplinary system established herein shall reflect the overarching emphasis for improving the quality of service being delivered by employees of this department. Discipline should not engender a strictly negative connotation. The disciplinary process is meant to correct employee actions and conduct that tend to impede the efficient and effective operation of the department. The proper use of discipline can achieve this objective without realizing a reduction in morale. Training and counseling shall be a function of the department's overall disciplinary system. In lieu of discipline, training and counseling shall be corrective actions used to modify an employee's performance.

4:1.2 Establishing Elements of Violation

Existence of facts establishing a violation of the law, ordinance, or rule is all that is necessary to support any allegation of such as a basis for disciplinary action. Nothing in these rules and regulations prohibits disciplining or charging employees merely because the alleged act or omission does not appear herein, in the department written directives, or in laws and ordinances within the cognizance of the department.

4:2 DEPARTMENT AUTHORITY FOR CORRECTIVE ACTION/DISCIPLINE

All disciplinary procedures shall be in accordance with the laws of the State of New Jersey, Attorney General Guidelines, applicable case law, personnel policies, employee handbook and the municipal codes of the Township of Vernon. Except as otherwise provided by applicable law, the department's disciplinary authority and responsibility rests with the Chief of Police or designee. A system of progressive discipline/corrective action shall be used, wherever appropriate and practicable. Discipline shall follow the basic concepts of due process as established in N.J.A.C. 4A:2-1 et seq. Basic guidelines include:

4:2.1 Corrective Action

1. In certain situations, formal discipline is not required in order to correct employee performance in various areas. Performance based issues may be corrected by using training and counseling outlined below:

Training - Training is encouraged as a means of improving employee effectiveness and performance through positive and constructive methods. Training and discipline are not mutually exclusive. Certain minor offenses may be handled through targeted training.

Supervisors have an affirmative obligation to observe the conduct and appearance of employees and detect those instances wherein corrective action (training) may be necessary. Training includes:

- Verbal Instruction - The supervisor may, depending on the circumstances, provide individual on the spot training where such is indicated.
- Peer Training - The supervisor may assign the employee to another employee with experience in the area where training is indicated.
- In-Service Training - The supervisor may refer the employee to an in-service training program.

Counseling - Counseling is indicated where personal actions or job performance are in conflict with basic police practice and agency written directives. Certain first offenses are sufficiently minor in nature and may be handled by supervisors by documenting the counseling session on a performance notice. Facts to be considered in making these decisions will include, but are not limited to the person's intent, receptivity of the supervisory consulting, and their desire to correct the problem. More serious infractions may indicate the need for a stronger response in place of, or in addition to, counseling. There is no right to a hearing for counseling notices, unless provided for in the current collective bargaining agreements. The final disposition notice regarding the corrective action shall be filed in the employee's personnel file.

2. All training and counseling resulting from a performance issue shall be documented and forwarded through the appropriate chain of command to the Chief of Police or designee.

4:2.2 Discipline

1. Under the provisions of N.J.A.C. 4A:2-2.3, employees, regardless of rank, shall be subject to disciplinary action for:
 - a. Incompetency, inefficiency or failure to perform duties;
 - b. Insubordination;
 - c. Inability to perform duties;
 - d. Chronic or excessive absenteeism or lateness;
 - e. Conviction of a crime;
 - f. Conduct unbecoming a public employee;
 - g. Neglect of duty;
 - h. Misuse of public property, including motor vehicles;
 - i. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;
 - j. Violation of federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued thereunder; and

6. Major Discipline

- a. Serious misconduct issues or repeat minor misconduct issues may be corrected with more serious formal discipline using one or more of the following actions:

 - 1) Major discipline shall include:
 - a) Removal;

- b) Disciplinary demotion;
 - c) Suspension or fine for more than five (5) working days/forty (40) hours;
 - d) Suspension or fine for five (5) working days/forty (40) hours or less where the aggregate number of days suspended or fined in any one calendar year is fifteen (15) working days or more;
 - e) The last suspension or fine where an employee receives more than three (3) suspensions or fines of five (5) working days/forty (40) hours or less in a calendar year.
- 2) Major discipline shall be administered under the provisions of N.J.A.C. 4A:2-2 et seq., N.J.S.A. 40A:14-149, and applicable case law.
- b. Such actions are taken when an employee's performance deficiency is repeated despite prior corrective action, or when a violation is serious and significant enough to require punitive action. Depending upon the seriousness of the violation, punitive disciplinary action may not always be based upon the progressive disciplinary process. It may be necessary to utilize punitive disciplinary action with the first occurrence of an act or behavior.
7. All punitive actions applied as a result of discipline shall be documented and forwarded through the appropriate chain of command to the Chief of Police or designee.

4.2.3 Classes of Offenses – Recommended Penalties

1. Class 1 Offense – Violation of any rule designated as a Class 1 Offense may result in disciplinary action as follows:

1st offense – dismissal
2. Class 2 Offense – Violation of any rule designated as a Class 2 Offense may result in disciplinary action as follows:

1st offense – 3 day suspension to dismissal

2nd offense – 10 day suspension to dismissal

3rd or subsequent offense - dismissal
3. Class 3 Offense – Violation of any rule designated as a Class 3 Offense may result in disciplinary action as follows:

1st offense – reprimand to 6 month suspension

2nd offense – 3 day suspension to dismissal

3rd or subsequent offense – 20 day suspension to dismissal
4. Class 4 Offense – Violation of any rule designated as a Class 4 Offense may result in corrective/disciplinary action as follows:

- 1st offense – corrective action/reprimand to 30 day suspension
 - 2nd offense – reprimand to 6 months suspension
 - 3rd or subsequent offense – 10 day suspension to dismissal
5. Class 5 Offense – Violation of any rule designated as a Class 5 Offense may result in corrective/disciplinary action as follows:
- 1st offense – corrective action/reprimand to 5 day suspension
 - 2nd offense – corrective action/reprimand to 30 day suspension
 - 3rd or subsequent offense – 5 day suspension to dismissal

4:2.4 Appeals Procedure

- 1. Appeals from penalties imposed as a result of discipline or corrective action may be taken as provided in the department policies, ordinance, collective bargaining agreements, and New Jersey Civil Service Commission regulation and laws of the State of New Jersey.
- 2. Appeals to Civil Service Commission
 - a. Any employee of the Department who has been tried and convicted upon any major disciplinary charge or charges may obtain review by the Civil Service Commission pursuant to N.J.S.A. 11A:1-1 et seq. and N.J.A.C. 4A:2-1.1 et seq.
 - b. Disciplinary charges appealed to Civil Service Commission transmitted for hearing to the Office of Administrative Law before an Administrative Law Judge shall be adjudicated in compliance with N.J.A.C. 1:1-1.1 et seq.
 - c. Appeals of minor disciplinary actions may be processed pursuant to the terms of the applicable collective bargaining agreement.

TOWNSHIP OF VERNON

RESOLUTION #26-96

RESOLUTION OF THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY AUTHORIZING THE TOWNSHIP TO THE EXECUTION OF A DEVELOPER'S AGREEMENT WITH RED HAND LLC FOR THE PROPERTY IDENTIFIED ON THE TOWNSHIP TAX MAP AS BLOCK 402, LOTS 2 & 3 AND COMMONLY KNOWN AS 19-21 OMEGA DRIVE

WHEREAS, the property located at Block 402, Lots 2 & 3 (more commonly known as 19-21 Omega Drive) as shown on the Vernon Township tax maps (the “**Property**”) was the subject of an application before the Land Use Board of the Township of Vernon (hereinafter the “**Board**”) made by Red Hand LLC (the “**Developer**”) requesting final site plan approval and to permit the construction of a four-story multi-family residential building containing twenty-seven (27) dwelling units, six (6) of which will be affordable housing (the “**Project**”); and

WHEREAS, the Board granted final site plan approval for the Project by adoption of a resolution on December 27, 2025 (the “**Resolution**”); and

WHEREAS, the Township of Vernon (the “**Township**”) and Developer desire to enter an Agreement to establish the terms pursuant to which the Developer shall construct the Project; and

WHEREAS, the Resolution requires the Developer to enter into a developer’s agreement with the Township in connection with the Project; and

WHEREAS, the developer’s agreement attached hereto between the Township and Developer (the “**Agreement**”) has been prepared by the Township Attorney and has been reviewed and approved by the attorney for the Developer.

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

1. The Mayor is hereby authorized to execute the Agreement substantially in the form as attached hereto as Exhibit A, subject to such additions, deletions, modifications or amendments deemed necessary by the Mayor in his discretion in consultation with counsel, which additions, deletions, modifications or amendments do not alter the substantive rights and obligations of the parties thereto, and to take all other necessary and appropriate action to effectuate the Agreement.
2. The Township Clerk is hereby authorized to forward the original and certified copies of the Agreement to the Township Attorney for recording with the Clerk of the County of Sussex.
3. This Resolution shall take effect immediately.

CERTIFICATION

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

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

EXHIBIT A

Developer's Agreement

Record and Return to:

Ashton C. Hartline, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068

DEVELOPER'S AGREEMENT

(Block 402, Lots 2 & 3 on the tax maps of
the Township of Vernon, Sussex County)

THIS DEVELOPER'S AGREEMENT (hereinafter referred to as the "Developer's
Agreement") is made and executed this _____ day of February, 2026, by and between:

Township of Vernon

21 Church Street

Vernon, New Jersey 07462

and

Red Hand, LLC

c/o Omega Drive Redevelopment Urban Renewal,

LLC

241 Hudson Street

Hackensack, NJ 07601

Affecting real estate known as Block 402, Lots 2 & 3 on the Vernon Township Tax Map,
and more commonly known as 19-21 Omega Drive, in the Township of Vernon, New Jersey
(the "Property"), as more particularly described on the property description attached hereto and
made a part hereof as **EXHIBIT A**; and

WHEREAS, the Township of Vernon (the “Township”) is a municipal corporation of the State of New Jersey; and

WHEREAS, Red Hand, LLC (the “Developer”) is the developer of Block 402, Lots 2 & 3; and

WHEREAS, the Developer made application (the “Application”) to the Vernon Township Land Use Board (the “Board”), requesting preliminary and final site plan approval and bulk variances pursuant to N.J.S.A. 40:55D-70c to permit construction of a four-story residential building containing twenty-seven dwelling units of which six will be affordable housing with related parking, signage and associated site improvements (the “Project”); and

WHEREAS, the Board took jurisdiction and conducted a public hearing on the Application at its meetings on May 14, 2025 and August 27, 2025, at which time the Board considered the Application materials submitted and plans and reports presented and the Board voted to grant the Application, including preliminary and final site plan approval and bulk variances pursuant to N.J.S.A. 40:55D-70c, with said approvals being memorialized by way of written Resolution adopted by the Board on September 10, 2025 (the “Approval”). The Approval is made part of this Developer’s Agreement and attached hereto as **EXHIBIT B**; and

WHEREAS, the Developer submitted and the Board approved the following plans:

1. Multi-Family Residential, Block 402, Lots 2 & 3, 19 & 21 Omega Drive, Vernon Township, Sussex County, New Jersey prepared by Bertin Engineering consisting of nine (9) sheets dated February 6, 2025 and last revised July 21, 2025;
2. Multi-Family Residential Building, 19 & 21 Omega Drive, Vernon Township prepared by Mija Architecture, LLC consisting of three (3) sheets dated May 5, 2025 and revised through July 14, 2025;
3. Property survey entitled “Red Hand LLC, Block 402, Lots 2 & 3, 19 & 21 Omega Drive, Vernon Township, Sussex County,

New Jersey" prepared by RHJ Associated and dated March 20, 2024; and

4. Resolution of Red Hand LLC, LU#2-25-1, decided May 14, 2025, memorialized June 11, 2025.

(hereinafter collectively referred to as the "**Approved Plans**," as same may be further revised and amended) copies of which are attached hereto as **EXHIBIT C** and are made a part of this Developer's Agreement by reference as though fully set forth at length herein; and

WHEREAS, the Board has approved the Application and granted the Approval on the condition that the Developer, its duly authorized agent(s) or its assignees(s), enter into this Developer's Agreement with the Township prior to the commencement of any on-site construction; and

WHEREAS, the Approval calls for certain improvements and the Developer has agreed to construct these improvements pursuant to the Approved Plans, Approval, and representations made to the Board, all of which are made a part of this Developer's Agreement, as though set forth fully at length herein; and

WHEREAS, the Approval requires and the Developer agrees, in accordance with the Municipal Code of the Township of Vernon (the "**Township Code**"), that the Application meet certain conditions prior to being provided with approval to commence on-site construction.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, understandings, and agreements herein contained herein, and the sum of one (\$1.00) dollar in lawful money of the United States of America, the receipt and sufficiency of which is hereby acknowledged by each party, and for good and valuable consideration, the parties, their successors, and assigns, agree as follows:

1. **Application of the Agreement.** The terms and conditions of this Developer's Agreement

shall be applicable to the Property and the Project. This Developer's Agreement shall apply only to this Project by the Developer.

2. **Developer Bound.** The Developer agrees to be bound by the Approval, and all representations, commitments, matters of fact and matters of law which constitute the file and record of the Board, oral and written, all of which are made a part of this Developer's Agreement by reference hereto as though fully set forth herein, and it will faithfully discharge all of the obligations and commitments thereof.
3. **Construction Subject to Ordinances.** The Developer shall construct and design all improvements in accordance with the specifications of the Township Code, as amended to date, and the Approval, in a manner satisfactory to the Township engineer (the "Township Engineer") and in accordance with the improvements set forth on the Approved Plans. Except as otherwise approved in the Approval, Developer shall perform all work in full compliance and observation of all ordinances of the Township. The Developer shall be responsible for securing any and all permits required by law including, but not limited to, road opening permits and any and all other permits required by the ordinances of the Township or the Approval and to pay the requisite fees called for under the appropriate fee schedules.
4. **Performance Guarantees.** As of the date of this Agreement, and prior to commencing construction and the issuance of the initial construction permit, Developer (in this paragraph only the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor) has provided the Township the following:
 - a. A Performance Guarantee in the amount of [\$.00], of which 10% or [\$.00] must be

provided in cash, is required to be provided by the Developer to the Township, in accordance with the Township Inspection Fee Estimate letter issued by the Township Engineer and dated August 26, 2025, attached hereto as **EXHIBIT D** and made a part hereof.

- b. A deposit for the inspection fees. The amount of the inspection fees is initially **[\$.00]**. In accordance with N.J.S.A. 40:55D-53(h), the Developer shall have the option of paying the inspection fees in four installments. The initial amount deposited by the developer shall be 25% of the inspection fees. When the balance of the deposit drops to 10% of the inspection fees because the amount deposited has been reduced by the amount paid to the municipal engineer for inspection, the developer shall make additional deposits of 25% of the inspection fees.
5. **Engineering Escrows and Legal Fees.** The Developer shall deposit with the Township fees in accordance with the Township Code and Paragraph 4(b) hereof prior to the issuance of any building permit. Over and above any costs associated with filing fees, such escrow deposit is to cover the legal costs for the review and preparation of documents, including, but not limited to any required ordinances, resolutions, easements, and this Developer's Agreement, and any necessary correspondences with Developer, Developer's professionals, the Township and/or its professional personnel, including, but not limited to, the Township Engineer; and to cover the costs associated with services to be rendered by the Township Engineer or his/her authorized representatives or other approving authority in connection with the inspections of the improvements of the Project. The Township Attorney and the Township Engineer will bill the Developer at the same hourly rate and in the same manner as it bills the Township. Said monies will be held and

administered in accordance with N.J.S.A. 40:55D-53.1 and -53.2 and its subsections.

Upon completion of all improvements at the Project, should any deposit monies be left over in escrow, the unused balance shall be paid to Developer in accordance with N.J.S.A. 40:55D-53.2(d). Alternatively, should there be a shortage of funds in escrow to cover the legal or engineering inspection costs described herein, the Developer shall pay the additional amount as certified by the Township Chief Financial Officer.

6. **General Provisions.** It is further understood and agreed between the parties hereto as follows:

- a. The Developer shall comply with the Township Code.
- b. Road excavation and grading operations, if any, shall be under the supervision of a licensed professional engineer so that rainfall run-off will not create serious problems or erosion flooding or the deposit of mud and debris on abutting properties. Said engineer shall advise the Township Engineer of the measures to be taken that will afford this protection.
- c. Connections to existing sanitary sewers, if any, shall be plugged at the start of construction and shall not be opened until the line has passed a leakage test and has been inspected and approved by the Township Engineer or her/his authorized agent.
- d. Where required by the Construction Code Official and Township Engineer, a site development plan shall be submitted before issuance of a building permit in order to ensure adequate means of ingress and egress to the Property, as applicable.
- e. No construction vehicles and equipment shall park on existing Township streets. Hours of demolition and construction, including, installation of any

improvements, shall be 7:00 a.m. to 6:00 p.m., Monday through Friday and 9:00 a.m. to 6:00 p.m. on weekends and federal holidays, unless required by outside agencies.

- f. The Developer shall obtain all approvals required from any other governmental agencies with jurisdiction relating to the Developer's Project. The Developer shall be required to implement the Soil Erosion and Sediment Control Plan prior to the commencement of site construction.
- g. The Developer shall construct the Project in accordance with the Approved Plans to reflect the requirements of the Approval.
- h. Prior to site disturbance, the Developer shall have a pre-construction meeting with the Township Engineer and submit an Affidavit of Compliance demonstrating compliance with all of the conditions of Approval and possession of all necessary governmental approvals. The Affidavit of Compliance shall list the approvals required and obtained and separately identify each condition that is satisfied or is being satisfied.
- i. Developer shall comply with all requirements of all ordinances of the Township and all proper recommendations of the Township Engineer, the Township Chief of Police, the Township Fire Department, and the Township Board of Health.
- j. Developer shall pay all sewer and water connection fees, as applicable.
- k. Developer shall obtain any permits or approvals required from Soil Conservation District; and shall obtain any approvals or permits required from the New Jersey Department of Environmental Protection, including, but not limited to, sanitary sewer, if required.

1. Developer shall comply with any and all other Municipal, County, State and Federal regulations, including the New Jersey Department of Environmental Protection (“NJDEP”), if required, and shall obtain all necessary approvals prior to the commencement of construction and shall secure such other approvals or permits required from all agencies, boards or bodies having jurisdiction over the Project or over the Property.
7. **Drainage and Grading.** Drainage and grading shall be as follows:
- a. The Developer will ensure that all areas in the Project will be properly graded and properly drained and will in this regard obey all reasonable instructions of the Township Engineer relating thereto to assure compliance with the grading and drainage provisions approved by the Board.
 - b. The Developer shall ensure that no stumps, dead trees or debris related to or resulting from the construction of the Project are deposited on or permitted to remain on any portion of the Property, and that no stumps, dead trees or debris are deposited below the surface of the earth.
 - c. In the event that any drainage problem is created on adjoining properties by the development of this Project, corrective measures shall be taken within the area limits of the Project, at such places and in such manner as the Township Engineer may reasonably require.
 - d. Prior to construction the Developer and the Township Engineer shall examine the Township's storm sewers that may be affected by this construction, if any, in order to determine whether there is any additional soil or debris to be removed

after the completion of construction. Subsequently, the Developer will remove silt deposited in the Township's storm sewers, brooks and catch basins or other drainage areas resulting from the wash down of soil or debris in the course of the construction. Any reasonable instructions given by the Township Engineer to prevent such wash down shall be promptly carried out.

- e. Sufficient detention facilities and drainage improvements must be constructed and operational in accordance with the soil erosion sediment control plan.

8. **Conditions of Approval.** The Developer shall also comply with the following terms and conditions in connection with the Approval, along with the variances granted by the Board and as set forth in the Approval, including, but not limited to:

- a. All the conditions contained in the Approval of the Board and in the record or the proceedings before the Board, including any agreements made by the Developer that were essential to the Board's decision to grant the Approval. The development of the Property shall be implemented in accordance with the Approved Plans. In the event the Developer shall make or propose any changes to the Project or structures on the Property from those shown on the Approved Plans, whether such changes are voluntarily undertaken or required by any other regulatory agency, Developer shall resubmit such changes to the Engineer for review and determination. The Township Engineer may, in his/her discretion, approve the change administratively as a "field change" or require the Developer to submit the change to the Board for its review.

- b. This Developer's Agreement is contingent upon the Developer having paid all outstanding taxes, municipal charges, application fees and escrow fees and any such fees which may become due after the execution of this agreement.
- c. Developer shall obtain approvals of any other governmental agency having jurisdiction over the site's approval, including, but not limited to, the Department of Environmental Protection's flood hazard area permits, as required.
- d. Developer shall be responsible for the payment of non-residential development fees pursuant to the Township Code, if applicable, and in accordance with N.J.S.A. 40:55D-8.4.

- 9. **Maintenance of Property.** During the course of construction and until the time of final acceptance of improvements, Developer shall:
 - a. Except as reasonably necessary during construction, keep the Property reasonably free of dirt, stone, mud and other debris, and further agrees to use every effort to prevent dust from blowing on any neighboring properties in the Township;
 - b. Keep any streets or roadways, whether Township, County or State owned, or whether under construction, used by trucks or equipment of the Developer or his agents, reasonably clean; and
 - c. Maintain and keep all storm drainage within the Property free from accumulation of debris and leaves. "Final acceptance of improvements" for the purpose of this provision is deemed to be the date upon which the improvements are accepted by the Township Council and the final maintenance guarantees for same are posted with the Township.

- d. Comply with any reasonable instructions from Township consultants, employees, or agents regarding the maintenance of the Property and land surrounding the Property during the course of construction.
10. **Township Observation, Access and Inspections.** The Township, its consultants, employees and agents, shall be given access to observe construction of the subject Project, including, but not limited to, roadways, sanitary sewers/septics, water mains/wells, storm sewers, landscaping for buffer areas, street lighting, woodland management and appurtenances associated with the Approved Plans, as applicable to the Property, provided the Township shall use reasonable care not to interfere with any construction activities. The purpose of such observations shall be limited to providing the Township with a greater degree of confidence that such improvements will be constructed in accordance with the Developer's Approved Plans. The Township, or its representatives, consultants, employees or agents, shall not supervise, direct or have control over the Developer's work during such observations, nor as a result thereof, shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer for safety precautions and programs incident to the work of the Developer or for any failure of the Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Developer is not an agent or employee of the Township.
11. **Stormwater Management System.** The Developer shall, construct, manage and maintain all storm water management systems and facilities and shall continue to manage, maintain and keep in good repair such systems and facilities so long as such systems and facilities are used or exist, and in accordance with the Township Code and applicable NJDEP rules

and regulations or similar governmental or quasi-governmental rules and regulations as may be amended from time to time.

12. **Withholding Permits/Certificates of Occupancy**. Developer understands and agrees that in the event it is in violation of any of the terms of this Developer's Agreement, the Township may, in its sole discretion, upon written notice to Developer with a reasonable opportunity to cure, withhold the issuance of any permits or certificate(s) of occupancy until the violation has been corrected.
13. **Completion of Improvements**. All improvements contemplated in this Developer's Agreement and in the Approval shall be performed and completed to the satisfaction of the Township Engineer and Construction Code Official within a period of two (2) years from the date of the issuance of the first building permit or site disturbance, or such additional periods of time as may be granted by the Township in accordance with N.J.S.A. 40:55D-52, and prior to the issuance of a Certificate of Occupancy, pursuant to the terms and conditions of the Approval. In the event the aforesaid improvements are not completed within that period, or the time period as extended hereunder, the Township reserves the right to not issue any certificate(s) of occupancy or building permit(s) for the subject Property. The issuance of a certificate of occupancy by the Township within the two (2) year period shall not be deemed a waiver for defects ascertained during said period or subsequent thereto.
14. **Maintenance Guarantee**. (In this paragraph only the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor). Upon completion of the construction of the improvements for which performance guarantees have been posted, including any required landscaping, and prior

to the release of the Performance Guarantee, the Developer shall post maintenance guarantees with the Township, in accordance with N.J.S.A. 40:55D-53, appropriately secured in form satisfactory to the Township Attorney, conditioned on the Developer maintaining all of such improvements for a period of two (2) years therefrom. Upon posting and acceptance of said maintenance guarantee, the Performance Guarantee shall be released by the Township.

15. **Release of Plans.** Any payments of fees and posting of bonds or other Performance Guarantee required to be performed by the Developer in this Developer's Agreement, unless specifically set forth herein otherwise, shall be done and/or performed prior to the signing of the Approved Plans for release to the Developer for issuance of Building Permits.
16. **Assignment/Sale of Property.** In the event the Property and Approved Plans are sold or otherwise conveyed by this Developer prior to the installation of all improvements, the Developer and the subsequent qualified developer must execute an Assignment and Assumption Agreement, in writing, and in a form which is acceptable to the Township Attorney, with regard to conditions, covenants and agreements contained in this Developer's Agreement, providing that this Developer shall remain primarily liable for all the obligations created in this Developer's Agreement, until the subsequent developer assumes same and this Developer is released. At such time the term Developer shall be deemed to refer to the subsequent developer.
17. **Records.** The Township Engineer shall keep records of inspections and related reviews and the costs thereof, and, upon the Developer's written request, said records shall be made available for inspection by the Developer or its representatives, not more than

quarterly, and upon reasonable notice, during the regular business hours of the Township Engineer.

18. **Record Drawings.** The Developer shall provide record drawings of all improvements and utilities, including, but not limited to, water, sanitary sewer, storm drainage, street lighting and woodland management as implemented and constructed by the Developer both within the Property and off-tract, if required. Said record drawings shall be in conformance with applicable Township standards and shall be both in hard copy and in pdf format. A final survey of the Property must be submitted at the time of request for a Certificate of Occupancy.
19. **Developer's Conveyances.** If the Developer is required by indication on the Approved Plans, Board approval, or as agreed to by both parties hereto to convey to the Township any drainage, storm sewers, sanitary sewers, sidewalks easements, conservation or trail easements, sight triangle easements and other similar public rights and/or areas, the same shall be accomplished by a written deed or easement. All such deeds or easements, if any, shall be reviewed and approved by the Township Attorney and Township Engineer as to form and content, which approval shall not be unreasonably withheld, and the same shall be recorded in the Clerk's Office of Sussex County. All recording costs shall be the responsibility of the Developer.
20. **Compliance with Applicable Laws.** The Developer shall comply with all laws and regulations of the State of New Jersey, County of Sussex and Township of Vernon. In addition, Developer shall comply with all environmental laws and regulations of the Federal and State Governments, including, but not limited to, the State Flood Control Facility Act (N.J.S.A. 58:16A-1 et seq.), Flood Hazard Area Control Act (N.J.S.A.

58:16A-51 et seq.), the Spill Compensation and Control Act (N.J.S.A. 58:1023.11 et seq.), the Industrial Site Recovery Act (N.J.S.A. 13:1K-6 et seq.), the Worker Community Right to Know Act (N.J.S.A. 34:5A-1 et seq.), the Noise Act of 1971, (N.J.S.A. 13:1G-1 et seq.), the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.), the Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.), the Safe Drinking Water Act (N.J.S.A. 58:12A-1 et seq.), the Solid Waste Management Act (N.J.S.A. 13:1E-1 et seq.), the Realty Improvement and Sewerage Facilities Act (N.J.S.A. 58:1123 et seq.), and any other environmental acts or regulations adopted by the Federal, State, County or local government. Failure to comply with these laws and any violations thereof shall be deemed to be a breach of this Developer's Agreement. To the extent the Township must bring an action for compliance with this Developer's Agreement, defend or participate in any litigation with regard to said laws or regulations related to the Developer's Property and/or actions, whether purposeful or negligent, any such action shall be subject to the provisions set forth in Paragraph 21 below. In addition and as stated in Paragraph 21 below, the Developer shall indemnify and hold harmless the Township, its officials, officers, agents, servants, representatives, employees harmless for any and all such violations and shall reimburse the Township for any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of any kind and nature, including, but not limited to court costs and attorneys' fees, entered against the Township as a result of the purposeful or negligent acts of the Developer.

21. **Indemnification and Attorneys' Fees.** Developer agrees to indemnify, defend, and hold harmless the Township, its officials, officers, agents, servants, representatives, and

employees from and against any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses arising from the purposeful or negligent acts of Developer or arising out of Developer's failure to perform its obligations pursuant to this Developer's Agreement, including any action or failure to act by the Developer in violation of this Developer's Agreement. Such indemnification and/or hold harmless obligation shall extend not only to any damages but to all costs and expenses of litigation. When requested by the Township, the Developer agrees to aid and/or defend the Township, its officials, officers, agents, servants, representatives and employees, in the event any or all of same are named as a defendant or defendants in any action concerning the performance of work at the development site pursuant to this Developer's Agreement. This paragraph shall not apply to any actions or litigation filed against the Township where the litigation is attributable to wrongful conduct on the part of the Township, its agents or employees.

22. **Reliance of Township.** The Developer further acknowledges and understands all of the conditions contained in this Developer's Agreement and the record of the proceedings in this matter, including any and all agreements made by the Developer with the Board and incorporated in the Approval, as well as the Approved Plans, are hereby deemed to be essential to the Township's decision to enter into this Developer's Agreement. In the event of a breach of any such conditions, the failure of the Developer to adhere to the terms of any agreement incorporated within the Approval or this Developer's Agreement or any deviation from the Approved Plans (except for minor or field changes approved by the Township Engineer) the Township through the Township Engineer may within the limits of his authority under law, and upon written notice reasonable under the

circumstances, and opportunity to cure, suspend the right of the Developer to obtain additional construction permits, certificates of occupancy or any and all other governmental authorizations in order to continue developing the Project until such time as the violation has been corrected. If during the course of construction and installation of the Project, it shall be reasonably determined by the Developer and the Township Engineer that minor revisions to the Developer's Approved Plans are necessary and/or appropriate; the Developer will undertake such reasonable design and construction changes as may be approved by the Township Engineer as field changes.

23. **Deeds and Affidavits of Title.** Developer shall provide to the Township such documents, including, but not limited to, Deeds, Certificates, Affidavits of Title and Corporate Resolutions to, as are necessary, convey valid and marketable easements of fee title, as the case may be, to such dedications of Property or easements, if any, as are revealed in the Approved Plans.
24. **Recording of this Agreement.** The Township Attorney may record this Developer's Agreement, without Exhibits, in the Sussex County Clerk's Office and submit a fully executed recorded copy to the Developer or to the Developer's attorney. All recording costs shall be borne by the Developer. Upon completion of all obligations hereunder as evidenced by expiration of the two (2) year maintenance bond, the Township agrees to provide Developer with a release of this Developer's Agreement in form suitable for recording with the Sussex County Clerk.
25. **Severability.** If any terms or conditions herein are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.
26. **Governing Law, Forum Selection, and Waiver of Jury Trial.** The Parties agree that

this Developer's Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Sussex County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Developer's Agreement and the transactions contemplated thereby. Each of the parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Sussex County, in any such suit, action or proceeding and to the laying of venue in such Court. Each party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The parties further agree that any claims relating to or arising out of this Developer's Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

27. **Notices.** All notices required or permitted under this Developer's Agreement shall be in writing by certified mail, return receipt requested, to the addresses set forth herein or as otherwise designated by the parties in writing.
28. **Successors.** This Developer's Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns. If the Developer hereafter transfers title to the subject lands to the name of any individual or corporation, said new owner shall have the rights and obligations afforded by this Developer's Agreement.
29. **Insurance Coverage.** The Developer (In this paragraph only the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor) shall purchase and maintain during the construction of

the improvements a Comprehensive General Liability Insurance Policy, or be self-insured, with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence, and One Million (\$1,000,000.00) Dollars in the aggregate. Said insurance coverage shall be in accordance with the requirements of the Township Attorney. The policy shall indicate the Township as an additional insured with respect to its interest in work performed by the above-named insured at the above-named Project. The coverage shall include endorsements for Broad Form Property Damage; explosion, collapse and underground hazards; completed operations; and contractual liability. The contractual liability coverage shall specifically apply to the above indemnification clause. It shall indemnify the Township, its officials, officers, agents, servants, representatives and employees. All liability coverage shall be on an occurrence basis. Certificates of Insurance evidencing the foregoing coverage shall be provided to the Township before work on the improvements begins and on an on-going basis, as the insurance is reviewed from time to time.

30. **Voluntary Agreement.** Developer herein represents that it has voluntarily entered this Developer's Agreement, and it has not been executed under duress or coercion imposed by the Township or its representatives, and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Developer's Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and is undertaking them voluntarily. Accordingly, Developer herein covenants and agrees that it will not bring any action against the Township with respect to the obligations assumed by Developer under this Developer's Agreement, which

has been mutually negotiated between the parties, unless the Approval giving rise to this Developer's Agreement is hereinafter amended or modified by proper resolution or action of the Board.

31. **Non-Reliance.** Developer acknowledges that it has not relied upon any cost estimates or opinions furnished by the Township, including the Township Engineer or Consulting Engineer(s), if applicable, and the Developer has satisfied itself as to the anticipated construction costs of the improvements set forth herein prior to the execution of this Developer's Agreement.
32. **Entire Agreement.** This instrument contains the entire agreement between the parties hereto and no statement, promise or endorsement made by any party hereto, or agent of any party hereto, which is not contained in this written contract or the instruments incorporated herein by reference, shall be valid or binding; and this Developer's Agreement may not be enlarged, modified or altered except in writing, signed by the parties and endorsed thereon. Nothing herein shall be deemed a waiver of other existing municipal construction requirements or any conditions contained in the Approval.
33. **Waiver, Modification, Cancellation.** Any waiver, alteration, or modification of any of the provisions of this Developer's Agreement or cancellation or replacement of this Developer's Agreement shall not be valid unless in writing and signed by the parties.
34. **Execution of Additional Documents and Binding Effect.** This agreement shall be binding not only upon the parties hereto, but also their heirs, executors, administrators, representatives, successors and assigns, and the parties hereto agree for themselves and their heirs, executors, administrators, representatives, successors and assigns to execute any instruments in writing which may be necessary or proper for the carrying out of the

intent and purposes of this agreement.

35. **Gender.** In all references made herein to any parties, person, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the usage may require.
36. **Exhibits.** The following “Exhibits” are attached hereto and made a part of this Developer’s Agreement and the Developer shall comply with all terms and conditions stated therein:

EXHIBIT A: Description of Property.

EXHIBIT B: Resolution adopted by the Planning Board on June 7, 2018, Resolution adopted by the Planning Board on July 8, 2024, and Resolution adopted by the Planning Board on July 3, 2025.

EXHIBIT C: Approved Plans: Plan Set (22 sheets) “Application for Preliminary and Final Site Plan Approval”, prepared by Langan Engineering, last revised June 6, 2018.

EXHIBIT D: Township Inspection Fee Estimate, dated August 26, 2025.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly executed this Developer's Agreement as of the date first above written.

ATTEST:

TOWNSHIP OF VERNON

By: _____
Anthony L. Rossi, Mayor

Marcy Gianattasio, Township Clerk

WITNESS:

RED HAND, LLC

By: _____
Name:
Title: Member

Name:
Title:

STATE OF NEW JERSEY)
) ss.
COUNTY OF)

I CERTIFY THAT ON, _____, 2026, _____

personally came before me and acknowledged under oath, to my satisfaction, that:

- (A) this person is a Member of Red Hand, LLC, named in this document;
- (B) this document was signed and delivered by an authorized representative of Red Hand, LLC as its voluntary act and was duly authorized;
- (C) this person signed this proof to attest to the truth of these facts;
- (D) this person knows the proper seal of the limited liability company which was affixed to this Developer's Agreement;
- (E) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

_____, 2026

Notary Public of the State of New Jersey

STATE OF NEW JERSEY)
) ss.
COUNTY OF SUSSEX)

I CERTIFY THAT ON , _____, 2026, Marcy Gianattasio, personally
came before me and this person acknowledged under oath, to my satisfaction, that:

- (A) this person is the Municipal Clerk of The Township of Vernon, the municipal corporation named in this Developer's Agreement;
- (B) this person is the attesting witness to the signing of this Developers Agreement by the proper corporate officer who is Anthony L. Rossi, the Mayor of the municipal corporation of Vernon Township;
- (C) this Developer's Agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Township Council;
- (D) this person knows the proper seal of the corporation which was affixed to this Developer's Agreement;
- (E) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me

on

_____, 2026

Notary Public of the State of New Jersey

EXHIBIT A

Description of Property

EXHIBIT B

Resolutions adopted by the Planning Board on June 11, 2025 and
September 10, 2025

EXHIBIT C

1. Multi-Family Residential, Block 402, Lots 2 & 3, 19 & 21 Omega Drive, Vernon Township, Sussex County, New Jersey prepared by Bertin Engineering consisting of nine (9) sheets dated February 6, 2025 and last revised July 21, 2025;
2. Multi-Family Residential Building, 19 & 21 Omega Drive, Vernon Township prepared by Mija Architecture, LLC consisting of three (3) sheets dated May 5, 2025 and revised through July 14, 2025;
3. Property survey entitled "Red Hand LLC, Block 402, Lots 2 & 3, 19 & 21 Omega Drive, Vernon Township, Sussex County, New Jersey" prepared by RHJ Associated and dated March 20, 2024; and
4. Resolution of Red Hand LLC, LU#2-25-1, decided May 14, 2025, memorialized June 11, 2025.

EXHIBIT D

Township Engineer Inspection Fee

Estimate

TOWNSHIP OF VERNON

RESOLUTION #26-97

**RESOLUTION OF THE MAYOR AND GOVERNING BODY OF THE TOWNSHIP OF
VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY
ADOPTING THE "REHABILITATION PLAN" FOR VERNON TOWNSHIP**

WHEREAS, in accordance with the Fair Housing Act and the New Jersey Uniform Housing Affordability Controls (N.J.A.C. 5:80-26-1, *et seq.*), the Township Vernon is required to adopt a Rehabilitation Plan to ensure that all affordable housing units rehabilitated through the Township's Rehabilitation Program, are rehabilitated according to all rules and regulations applicable to rehabilitation programs and participants meet income requirements, particularly those living and/or working within Housing Region 1, the Affordable Housing Region encompassing the Township of Vernon.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Governing Body of the Township of Vernon, County of Sussex, State of New Jersey, do hereby adopt the Rehabilitation Plan attached hereto as Exhibit A.

This Resolution shall take effect immediately.

CERTIFICATION

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

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

EXHIBIT A – Township of Vernon Rehabilitation Plan

EXHIBIT A – Township of Vernon Rehabilitation Plan



The Township of Vernon

Operating Manual For the Administration of Rehabilitation Units

**In Accordance with the
Uniform Housing Affordability Controls**

January 28, 2026

Prepared by:



Contents

Introduction	4
A. Fair Housing and Equal Housing Opportunities	4
I. Eligible Participants.....	4
A. Categories of Participants	4
B. Income Limits for Participation	4
C. Program Area	5
D. Certification of Substandard Housing.....	5
II. Available Benefits.....	5
A. Program Financing.....	5
B. Program Affordability Controls.....	5
C. Owner-Occupied Affordability Controls.....	5
D. Renter-Occupied Affordability Controls.....	5
III. Eligible Property Improvements.....	6
A. Eligible Property Improvements.....	6
B. Ineligible Property Improvements	7
C. Rehabilitation Standards	7
D. Certification Standard	7
E. Emergency Repairs.....	7
IV. Overview of Administrative Procedures	7
A. Application/Interview	7
B. Income Eligibility and Program Certification	8
C. Housing Inspection/Substandard Certification.....	8
D. Ineligible Properties	8
E. Cost Estimate.....	9
F. Contractor Bidding Negotiations	9
G. Contract Signing/Pre-Construction Conference	10
H. Progress Inspections	10
I. Change Orders.....	10
J. Payment Schedule.....	10
K. Appeal Process	11
L. Final Inspection	11
M. Record Restricted Covenant and Mortgage Documentation	11
N. File Closing	11
V. Procedure for Income-Eligibility Certification	11

A. Complete a Household Eligibility Determination Form	11
B. Records Documenting Household Composition and Circumstances	14
C. Application	14
D. Appeals	14
VI. Contractor Related Procedures	14
A. Contractor Selection	14
B. Number of Proposals Required	14
C. Contractor Requirements	14
VII. Maintenance of Records	15
A. Files to be Maintained on Every Applicant	15
B. Files of Applicants Approved for the Program	15
C. For Properties Determined Eligible and Where Applicants Continue in the Program	15
D. Rehabilitation Log	16
E. Monitoring	16
VIII. Program Marketing	17
Rehabilitation Program Audit Checklist	18
Rehabilitation Program Audit Checklist – Rental Units	19

Introduction

This Rehabilitation Program Operating Manual has been prepared to assist in the administration of affordable rental units in the Township of Vernon Rehabilitation Program. It will serve as a guide to the program staff.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the rehabilitation process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, cost estimating, contract payments, record keeping and overall program administration.

The following represents the procedures developed to offer an applicant the opportunity to apply to the program.

A. Fair Housing and Equal Housing Opportunities



It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-833-653-2748 or visit

<https://www.nj.gov/about/divisions-and-offices/division-on-civil-rights-home/>

I. Eligible Participants

A. Categories of Participants

Both owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be low- or moderate-income households and that the units are determined to be substandard. Owners of rental properties do not have to be low- or moderate-income households. If a structure contains two or more units and an owner, who is not income eligible, occupies one unit funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to low- or moderate-income households.

B. Income Limits for Participation

The occupants of the units must have incomes that fall within the income guidelines established for Sussex County by the Annual Regional Income Limits chart. These limits are revised annually as the Affordable Housing Dispute Resolution Program ("the Program") figures become available and can be found in Appendix A.

For owner-occupied units, the carrying costs of the unit (taxes, mortgage, insurance, including the rehabilitation repayment mortgage) should meet FHA criteria (less than 33% of gross income for families, less than 40% of gross income for seniors).

C. Program Area

This is a municipal-wide program. The rehabilitation property must be located in the Township of Stillwater.

D. Certification of Substandard Housing

The purpose of the program is to bring substandard housing up to code. Substandard units are those units requiring repair or replacement of at least one major system. A major system is any one of the following:

- Roof;
- Plumbing (including wells);
- Heating;
- Electrical;
- Sanitary plumbing (including septic systems);
- Load bearing structural systems;
- Lead paint abatement; and
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors).

Code violations will be determined by an inspection conducted by a licensed inspector.

II. Available Benefits

A. Program Financing

Up to \$12,500 per unit (for a total of 33 units for a budget of \$412,500) may be available for improvements to eligible owner-occupied and renter-occupied units.

B. Program Affordability Controls

Ten-year controls on affordability on both owner-occupied units and rental units are required.

C. Owner-Occupied Affordability Controls

On owner-occupied units, the controls on affordability may be in the form of a lien.

D. Renter-Occupied Affordability Controls

For rental units, the controls on affordability shall be in the form of a deed restriction and may also include a lien. If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate- income household at an affordable price and affirmatively marketed pursuant to the N.J.A.C. 5:97-9. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.

III. Eligible Property Improvements

A. Eligible Property Improvements

Housing rehabilitation funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, applicable code violations, as well as any other cosmetic work that is reasonable and deemed necessary or is related to the necessary repairs.

At least one major system must be replaced or included in the repairs, which include one of the following:

- Roof;
- Plumbing (including wells);
- Heating;
- Electrical;
- Sanitary plumbing (including septic systems);
- Load bearing structural systems;
- Lead paint abatement; and
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors).

The related work may include, but not be limited to the following:

- Interior trim work;
- Interior and/or exterior doors;
- Interior and/or exterior hardware;
- Window treatment;
- Interior stair repair;
- Exterior step repair or replacement;
- Porch repair;
- Wall surface repair;
- Painting; and
- Exterior rain carrying system repair.

B. Ineligible Property Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program.

C. Rehabilitation Standards

Upon rehabilitation, housing deficiencies shall be corrected and the unit shall comply with the New Jersey State Housing Code, N.J.A.C. 5:28. For construction projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode (N.J.A.C. 5:23-6). In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

D. Certification Standard

All code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a certificate of completion or occupancy. The licensed inspector must certify any structure repaired in whole or in part with rehabilitation funds to be free of any code violations.

E. Emergency Repairs

A situation relating to a safety and/or health hazard for the occupants would constitute an emergency. A municipal inspector will confirm the need for such work. In emergency cases, the formal solicitation process will not be followed. A minimum of three (3) estimates will be obtained, when possible, for the "emergency" work. However, eligibility, as stated in Section I, subsection B, must be determined prior to soliciting estimates. Application for additional non-emergency work may be made in accordance with the procedures outlined in this Operating Manual. The funding for the emergency work and any additional rehabilitation may not exceed the program financing provisions in Section II, sub-section A.

IV. Overview of Administrative Procedures

A. Application/Interview

Property owners interested in participating in the housing rehabilitation program may submit preliminary applications to the program staff. Preliminary applications are available at the following locations:

Township of Vernon Municipal Building
21 Church Street
Vernon, NJ 07462

Upon request, the program staff will mail a preliminary application to an interested property owner.

If after the program staff reviews a preliminary application an owner-occupant appears to be income eligible, an interview will be arranged with the applicant for a formal application to the program. At the time of the interview, the applicant must present required documentation. Applicants for rental rehabilitation funding must provide a list of tenants and the rents paid by each. The program staff will contact the tenants to provide evidence of income eligibility of the occupants of the units.

Applications will be processed in the order of receipt.

B. Income Eligibility and Program Certification

For the households seeking a determination of income eligibility, both owner-occupants and renter-occupants, all wage earners 18 years of age or older in the household must submit appropriate documentation to document the household income, as further described below.

Property owners of both owner-occupied and renter-occupied units must submit the following documentation:

- Copy of the deed to the property.
- Proof that property taxes and water and sewer bills are current.
- Proof of property insurance, including liability, fire and flood insurance where necessary.

If after review of the income documentation submitted an applicant is determined to be ineligible, the applicant will receive a letter delineating the reasons for the determination of ineligibility. An applicant may be determined ineligible if the applicant's or each tenants' income exceeds the Program's income limits or, for owner occupied units, if the carrying costs of the unit (taxes, mortgage, insurance, [including the rehabilitation repayment mortgage]) exceed FHA criteria (less than 33% of gross income for families, less than 40% of gross income for seniors).

The program staff will arrange for a title search of all properties entering the program.

After the initial interview and the program staff has substantiated that the occupant is income-eligible, and the title search is favorable, the Eligible Certification Form will be completed and signed.

Upon confirmation of income eligibility of the applicant or the applicant's tenants, the program staff will send a letter, including the Eligible Certification Form, to the applicant certifying the applicant's and or tenant's eligibility. Eligibility will remain valid for six months. If the applicant has not signed a contract for rehabilitation within six months of the date of the letter of certifying eligibility, the applicant will be required to reapply for certification.

C. Housing Inspection/Substandard Certification

Once determined eligible, the program staff will arrange for a qualified, licensed, housing/building code inspector to inspect the entire residential property.

The licensed inspector will inspect the house, take photographs, and certify that at least one major system is substandard. All required repairs would be identified.

D. Ineligible Properties

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be ineligible, the program staff will send a letter delineating the reasons for the determination of ineligibility. An applicant's property may be determined ineligible for any one of the following reasons:

- Title search is unfavorable.

- Property does not need sufficient repairs to meet eligibility requirements.
- Real estate taxes are in arrears.
- Proof of property insurance not submitted.
- Property is listed for sale.
- Property is in foreclosure.
- Total debt on the property will exceed the value of the property.

The municipality may disqualify properties requiring excessive repairs to meet municipal housing standards. The estimated or bid cost of repairs must exceed 50 percent of the estimated after-rehabilitation value of the property for the municipality to exclude the property.

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be eligible, the inspector will then certify that the dwelling is substandard by completing and signing the Certificate of Substandard Form and submitting this to the program staff.

E. Cost Estimate

The program staff will prepare or cause to be prepared a Work Write-up and Cost Estimate. This estimate will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and specifics on the materials to be used. A Cost Estimate will be computed and included within the program documentation. The program staff will review the Preliminary Work Write-up with the property owner.

Only required repairs to units occupied by income eligible households will be funded through the housing rehabilitation program. If the property owner desires work not fundable through the program, including work on an owner-occupied unit of a rental rehabilitation project, work on a non-eligible rental unit in a multi-unit building or improvements not covered by the program, such work may be added to the work write-up if the property owner provides funds to be deposited in the municipality's Housing Trust Fund prior to the commencement of the rehabilitation of the property equivalent to 110 percent of the estimated cost of the elective work. Such deposited funds not expended at the time of the issuance of a certificate of completion/occupancy will be returned to the property owner with accrued interest.

F. Contractor Bidding Negotiations

After the unit and the unit occupant have been certified as eligible, the program staff will provide a list of approved, pre-qualified trade contractors for bidding. The property owner reviews this list and selects a minimum of three and a maximum of five contractors from whom to obtain bids. The program staff and property owner will then review these bids. The lowest responsible trade contractor shall then be selected. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

The program may permit a property owner to seek proposals from non-program participating contractors. However, the municipality must pre-approve the contractor prior to submitting a bid.

G. Contract Signing/Pre-Construction Conference

Program staff will meet with the property owner to review all bids by the various trades. This review will include a Final Work Write-up and Cost Estimate. The Contractor Agreement will be prepared by the program staff, as well as the Property Rehabilitation Agreement covering all the required terms and conditions.

The program staff will then call a Pre-Construction Conference. Documents to be executed at the Pre-construction Conference include: Contractors Agreement(s), Right of Entry Document, a Restricted Covenant, Mortgage and Mortgage Note. The property owner, program staff representative, contractor and bank representative will execute the appropriate documents and copies will be provided as appropriate. A staff member will outline project procedures to which property owner must adhere. A Proceed to Work Order, guaranteeing that the work will commence within fifteen (15) calendar days of the date of the conference and be totally completed within ninety (90) days from the start of work, will be issued to each contractor at this Conference.

H. Progress Inspections

The program staff will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Building Inspector before closing up walls on plumbing and electrical improvements.

I. Change Orders

If it becomes apparent during the course of construction that additional repairs are necessary or the described repair needs to be amended, the program staff will have the qualified professional(s) inspect the areas in need of repair and prepare a change order describing the work to be done. The applicant and the contractor will review the change order with the program staff and agree on a price. Once all parties approve of the change order and agree on the price, they will sign documents amending the contract agreement to include the change order. Additionally, if the applicant is not funding the additional cost, new financing documents will be executed reflecting the increase.

J. Payment Schedule

The contract will permit three progress payments if the project costs less than \$20,000 or four progress payments if the project costs more than \$20,000. For example: \$24,000 project has four payments, with the first payment of \$10,000 and the remaining payments are divided equally. First payment is made when the project is one-quarter completed. Second payment is made when the project is one-half completed. Third at three quarters completed. Fourth and final payment upon completion.

The contractor will submit a payment request. The applicant will sign a payment approval if both the applicant and housing/building inspector are satisfied with the work performed. The municipality will then release the payment.

Final payment will be released once all final inspections are made, a Certificate of Occupancy is issued (if applicable) and the program staff receives a Property Owner Sign-off letter.

The contractor's performance bond will be released within three (3) months after the final payment is made to the contractor.

K. Appeal Process

If an applicant does not approve a payment that the housing/building inspector has approved, the disputed payment will be appealed to the municipality's Governing Body for a hearing. The municipality's Governing Body will decide if the payment shall be released to the contractor or the contractor must complete additional work or correct work completed before the release of the payment. The municipality's Governing Body decision will be binding on both the applicant and the contractor.

L. Final Inspection

Upon notification by the contractor that all work is complete and where required a Certificate of Occupancy has been issued, a final inspection shall be conducted and photographs taken. The program staff (or a representative), the property owner, and the necessary contractors shall be present at the final inspection to respond to any final punch list items.

M. Record Restricted Covenant and Mortgage Documentation

Program staff will file the executed Restricted Covenant and Mortgage with the County Clerk.

N. File Closing

After the final payment is made, the applicant's file will be closed by the program staff and submitted to the municipality upon termination of the program.

V. Procedure for Income-Eligibility Certification

A. Complete a Household Eligibility Determination Form

The program staff shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income, pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq. (except for the asset test). Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
- A letter or appropriate reporting form verifying monthly benefits such as
 - Social Security or SSI – Current award letter or computer printout letter
 - Unemployment – verification of Unemployment Benefits
 - Welfare -TANF current award letter
 - Disability - Worker's compensation letter or
 - Pension income (monthly or annually) – a pension letter

- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.
- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

Income

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions
5. Social security
6. Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
7. TANF
8. Verified regular child support
9. Disability
10. Net income from business or real estate
11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered

income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.

13. Rent from real estate is considered income

14. Any other forms of regular income reported to the Internal Revenue Service

Not Income

1. Rebates or credits received under low-income energy assistance programs
2. Food stamps
3. Payments received for foster care
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of dependents enrolled as full-time students
11. Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months.

Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the value of the property. The Administrative Agent should deduct outstanding mortgage debt from the documented market

value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

B. Records Documenting Household Composition and Circumstances

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration;
- Adoption papers, or legal documents showing adoption in process;
- Income tax return;
- Birth Certificate or Passport; and
- Alien Registration Card.

C. Application

Certify the income eligibility of low- and moderate-income households by completing the application form. Provide the household with the original and keep a copy in the project files.

D. Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Affordable Housing Dispute Resolution Program ("the Program"), (<https://www.njcourts.gov/courts/civil/affordable-housing>). The Program's written decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action of the Program.

VI. Contractor Related Procedures

A. Contractor Selection

Contractors must apply to the program staff to be placed on the pre-approved contractors list. Contractors seeking inclusion on the list must submit references from at least three recent general contracting jobs. Contractors also must submit documentation proving financial stability and the ability to obtain performance bonds, as performance bonds will be required on every rehabilitation project. If it is ever necessary for the municipality or the Administrative Agent to access the performance bond in order to complete a project, the contractor will be removed from the pre-approved contractors list. Contractors must carry workmen's compensation coverage and liability insurance of at least \$100,000/\$300,000 for bodily injury or death and \$50,000 for property damage. Only licensed tradesmen will be permitted to perform specialty work such as plumbing, heating, and electrical.

B. Number of Proposals Required

The property owner will select a minimum of three general contractors from a list of pre-approved contractors. Property owners may not select contractors who do not appear on the list.¹ The approved work write-up will be submitted to the selected contractors by the program staff. Contractors must visit the property and submit bids within 14 days. The contract will be awarded to the lowest bidder,² provided that the housing/building inspector or the professional who drafted the work write-up certify that the work can be completed at the price bid and that the bid is reasonably close to the cost estimate. Bids must fall within 10 percent of the cost estimate.

C. Contractor Requirements

¹ The program may permit a property owner to seek proposals from non-program participating contractors. However, the municipality must pre-approve the contractor prior to submitting a bid.

² If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

Upon notification of selection, the contractor shall submit all required insurance certification to the program staff. A contract signing conference will be called by the program staff to be attended by the property owner and contractor. At the time of Agreement execution, the contractor shall sign a Certification of Work Schedule prepared by the program staff.

VII. Maintenance of Records

A. Files to be Maintained on Every Applicant

The program staff will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form
- Tenant Information Form (Rental Units Only)
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility

B. Files of Applicants Approved for the Program

Files of applicants who have been approved for the program will also contain the following additional documentation:

- Housing Inspection Report
- Photographs - Before
- Certification of Property Eligibility or Determination of Ineligibility
- Proof of Homeowners Insurance
- Copy of Deed to Property

C. For Properties Determined Eligible and Where Applicants Continue in the Program

For properties determined eligible for the program where the applicants choose to continue in the program, the files shall contain the following:

- Work Write-Up/Cost Estimate
- Copies of Bids
- Applicant/Contractor Contract Agreement
- Recorded Mortgage/Lien Documents
- Copies of All Required Permits
- Contractor Requests for Progress Payments
- Progress Payment Inspection Reports

- Progress Payment Vouchers
- Change Orders (If needed)
- Final Inspection Report
- Photographs - After
- Certification of Completion
- Certification of Release of Contractor's Bond

Individual files will be maintained throughout the process and submitted to the municipality upon termination of the program.

D. Rehabilitation Log

A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress.

E. Monitoring

For each unit the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Very Low/Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Development Fees expended
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

VIII. Program Marketing

The program will conduct a public meeting announcing the implementation of the housing rehabilitation program. For the term of the program, the municipality will include flyers once a year with the tax bills, water bills, or other regular municipal mailing to all property owners. Program information will be available at the municipal building, library, and on the municipal website. Posters regarding the program will be placed in retail businesses throughout the municipality.

Prior to commencement of the program and periodically thereafter, the municipality will hold informational meetings on the program to all interested contractors. Each contractor will have the opportunity to apply for inclusion of the municipal contractor list.

Rehabilitation Program Audit Checklist

	UP-TO-DATE OPERATING MANUAL	Comments
<input type="checkbox"/>	Income Limits	
<input type="checkbox"/>	List of Pre-Qualified Contractors	
<input type="checkbox"/>	Sample Forms and Letters	
	MAINTENANCE OF RECORDS	
<input type="checkbox"/>	Files To Be Maintained on Every Applicant <i>Preliminary Application</i> <input type="checkbox"/> <i>Application Form</i> <input type="checkbox"/> <i>Income Verification</i> <input type="checkbox"/> <i>Letter of Certification of Eligibility or</i> <input type="checkbox"/> <i>Letter of Determination of Ineligibility.</i>	
<input type="checkbox"/>	Files to be Maintained on Every Property <i>Housing Inspection Report.</i> <input type="checkbox"/> <i>Photographs – Before Certification of Property</i> <input type="checkbox"/> <i>Homeowner's Insurance</i> <input type="checkbox"/> <i>Property Deed</i> <input type="checkbox"/> <i>Eligibility or Determination of Ineligibility</i> <input type="checkbox"/> <i>Work Write-Up/Cost Estimate.</i> <input type="checkbox"/> <i>Applicant/Contractor Contract Agreement.</i> <input type="checkbox"/> <i>Mortgage/Lien Documents.</i> <input type="checkbox"/> <i>Copies of All Required Permits.</i> <input type="checkbox"/> <i>Contractor Requests for Progress Payments.</i> <input type="checkbox"/> <i>Progress Payment Inspection Reports.</i> <input type="checkbox"/> <i>Progress Payment Vouchers.</i> <input type="checkbox"/> <i>Change Orders (If Needed).</i> <input type="checkbox"/> <i>Final Inspection Report.</i> <input type="checkbox"/> <i>Photographs - After</i> <input type="checkbox"/> <i>Certification of Completion.</i> <input type="checkbox"/> <i>Certification of Release of Contractor's Bond.</i>	
<input type="checkbox"/>	Rehabilitation Log	
	MONITORING INFORMATION	
<input type="checkbox"/>	Complete Monitoring Reporting Forms	
	PROGRAM MARKETING	
<input type="checkbox"/>	Annual Public Hearing Notice on Program Program Flyer Program Brochure <input type="checkbox"/> Flyer mailed Annually to All Property Owners <input type="checkbox"/> Program information available in municipal building, library and senior center. <input type="checkbox"/> Program information posted on municipal website. <input type="checkbox"/> Program posters placed in retail businesses throughout the municipality.	

Rehabilitation Program Audit Checklist – Rental Units

<input type="checkbox"/>	UP-TO-DATE OPERATING MANUAL	Comments
<input type="checkbox"/>	Income Limits	
<input type="checkbox"/>	Sample Forms and Letters	
	AFFIRMATIVE MARKETING	
<input type="checkbox"/>	Copies of Ads	
<input type="checkbox"/>	Copies of PSA Requests	
<input type="checkbox"/>	Copies of Marketing Requests	
	RANDOM SELECTION	
<input type="checkbox"/>	Log of Applications Received	
<input type="checkbox"/>	Log of Random Selection Results	
<input type="checkbox"/>	Database of Referrals	
	MAINTENANCE OF RECORDS	
	Files To Be Maintained on Every Applicant	
	Preliminary Application.	
<input type="checkbox"/>	Application Form.	
<input type="checkbox"/>	Tenant Information Form	
<input type="checkbox"/>	Income Verification	
<input type="checkbox"/>	Letter of Certification of Eligibility or	
<input type="checkbox"/>	Letter of Determination of Ineligibility	
	Files To Be Maintained on Every Rental Unit	
	Base rent	
<input type="checkbox"/>	Identification as low- or moderate-income	
<input type="checkbox"/>	Description of number of bedrooms and physical layout	
<input type="checkbox"/>	Floor plan	
<input type="checkbox"/>	Application materials, verifications and certifications of	
<input type="checkbox"/>	all present tenants, pertinent correspondence	
<input type="checkbox"/>	Copy of lease	
<input type="checkbox"/>	Appendix K	
	Files To Be Maintained on Every Property	
	Deed	

TOWNSHIP OF VERNON

RESOLUTION #26-98

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, STATE OF NEW JERSEY ADOPTING FOURTH ROUND AFFORDABLE HOUSING SPENDING PLAN

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2 which amended various provisions of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) ("Amended FHA"); and

WHEREAS, the Amended FHA sets forth that the Fourth Round period of affordable housing obligations shall run from July 1, 2025 through June 30, 2035 ("Fourth Round" or "Round Four"); and

WHEREAS, A municipality may not spend or commit to spend any affordable housing development fees, without first obtaining the approval of the expenditure as part of its compliance certification or by the New Jersey Department of Community Affairs (DCA); and

WHEREAS, the Governing Body of the Township of Vernon, County of Sussex, State of New Jersey, adopted a development fee ordinance on May 22, 2000, with subsequent amendments; and

WHEREAS, the development fee ordinance establishes an affordable housing trust fund that includes development fees, payments from developers in lieu of constructing affordable units on-site, barrier free escrow funds, rental income, repayments from affordable housing program loans, recapture funds, proceeds from the sale of affordable units, and/or any other funds collected for affordable housing purposes; and

WHEREAS, the Township has prepared a 2026 Affordable Housing Trust Fund Spending Plan, dated January 28, 2026; and

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Vernon, Sussex County, New Jersey, that the Township of Vernon hereby adopts the 2026 Affordable Housing Trust Fund Spending Plan for the Township of Vernon, dated January 28, 2026, prepared by J. Caldwell & Associates, LLC, which is attached hereto and incorporated herein.

This Resolution shall take effect immediately.

CERTIFICATION

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

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

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

January 28, 2026

Prepared by: Jessica C. Caldwell, P.P., A.I.C.P.
NJPP License #5944

SPENDING PLAN

INTRODUCTION

The Township of Vernon, Sussex County, has prepared a Housing Element and Fair Share plan that addresses its regional fair share of the present and prospective affordable housing need in accordance with the Municipal Land Use Law (MLUL), the Fair Housing Act (FHA), the regulations of the Council on Affordable Housing (COAH) and recent decisions by the Courts.

A development fee ordinance creating a dedicated revenue source for affordable housing following state guidelines was adopted in June 1997. The ordinance established a fee of 0.5% of equalized assessed value for new residential construction and 1.0% for new commercial construction (however, the State minimum is now 2.5%). This ordinance will be updated as part of the Fourth Round to 1.5% for residential and 2.5% for non-residential development. The ordinance established the need for a Township of Vernon Affordable Housing Trust Fund. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by affordable housing fees are deposited in a separate-interest-bearing affordable housing trust fund account for the purposes of affordable housing. This Spending Plan supersedes any prior spending plans adopted by the Township of Vernon.

The Township of Vernon has prepared this Spending Plan (2025) to guide the allocation of funds within the Township of Vernon Affordable Housing Trust Fund. As of December 31, 2024, the Township of Vernon has \$549,992.26 in funds in its Affordable Housing Trust Fund. The funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9, as described in the sections that follow.

REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of Fourth Round substantive certification, the Township of Vernon considered the following:

- (a) Development fees:
 - 1. Nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
 - 2. All nonresidential projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
 - 3. Future development that is likely to occur based on historical rates of development.
- (b) Payments in Lieu (PIL): Payments in Lieu of development into the Township's Housing Trust are permitted in some cases according to the Vernon Code.
- (c) Other funding sources: The Township reserves the option to pursue various public funding options to support its municipal rehabilitation program.
- (d) Projected interest: Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate is 0.5% based on prevailing interest rates for savings accounts.

Projected Revenue Schedule, 2025-2035
Township of Vernon Affordable Housing Trust Fund

Source of Funds	Up to 12/31/2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
(a) Development Fees	\$549,992												
1. Approved Residential and Nonresidential Development Projects	NA	\$2,500	\$2,500	\$2,500									\$7,500
2. Projected Residential Development Projects Only	NA	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$220,000
3. Projected Non-Residential Development Projects (New construction only)	NA	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$550,000
(b) Payments in lieu of Construction	NA												
(c) Other Funds (specify source)	NA												
Subtotal	\$549,992	\$72,500	\$72,500	\$72,500	\$70,000	\$845,000							
(d) Interest	NA	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$11,000
Total Revenue from Development Fees	\$549,992	\$73,500	\$73,500	\$73,500	\$71,000	\$1,405,992							

The Township of Vernon projects a total of **\$856,000** to be collected between January 1, 2025 and December 31, 2035 for residential and non-residential new construction. There is an existing balance of \$549,992, resulting in a total of \$1,405,992 for use on affordable housing. Projections are based on projected development as it relates to permits issued within the Township over the last five years and revenues generated by the fund over the last ten years.

ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

Vernon will follow the process for the collection and distribution of development fee revenues detailed below.

- (a) Collection of development fee revenues: Vernon will collect development fee revenues in a manner that is consistent with the Township's development fee ordinance for both residential and nonresidential development and in accordance with applicable regulations.
- (b) Distribution of development fee revenues: Vernon will distribute funds with the oversight of the Township Council. The Council will work with the Township Manager and the Municipal Housing Liaison to manage the projects outlined in this spending plan.

DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

The Township of Vernon proposes to use the monies in its Affordable Housing Trust Fund for the following purposes:

- (a) **Rehabilitation Projects** (N.J.A.C. 5:97-6.2): the Township of Vernon will dedicate the following funds to Rehabilitation projects in order to meet its fair share affordable unit obligation:
Township Rehabilitation Program: At least \$12,500 per unit for a total of 33 units for a budget of \$412,500.
- (b) **Administrative Expenses** (N.J.A.C. 5:97-8.9) the Township of Vernon will dedicate no more than 20 percent of revenue from the affordable housing trust fund to be used for administrative purposes. **The current budget for administrative expenses is \$150,000 subject to the twenty percent (20%) cap are as follows:**
 - Administration of affordable housing programs;
 - Legal fees associated with affordable housing administration;
 - Planning fees for any necessary updates and/or revision to the Housing Element and Fair Share Plan; and,
 - Other expenses associated with the development and implementation of the Housing and Fair Share Plan and the monitoring of current and future affordable housing programs within Vernon Township.
- (c) **Affordability Assistance** (N.J.A.C. 5:97-8.8) Vernon will dedicate **\$422,000** from the affordable housing trust fund to render units more affordable, including at \$130,000 to render units more affordable to households earning thirty percent (30%) or less of median income by region.
- (d) **Supportive Living and Special Needs** (N.J.A.C. 5:97-6.10): Vernon will dedicate funds to assist in the development and renovation of supportive and special needs homes as the budget permits. Vernon will budget **\$250,000** to supportive living and special needs units.

- (e) **Other Programs/Excess Funds:** Any excess funds will be dedicated to emergent projects such as municipally sponsored 100% affordable housing, market to affordable program, redevelopment and other permitted affordable housing programs. The current budget for other programs is **\$171,492**.

Projected Expenditure Schedule, 2025-2035
Township of Vernon Affordable Housing Trust Fund

Program	Units	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
\$1,405,992													
Rehabilitation Program	33	50,000	50,000	50,000	50,000	50,000	50,000	50,000	25,000	25,000	12,500		\$412,500
Affordability Assistance – rental assistance, down payment programs		40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	22,000	\$422,000
Administration (maximum 20% of total)	NA	50,000	50,000	7,500	7,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	\$150,000
Supportive Living		50,000	50,000	50,000	50,000	50,000							\$250,000
Other programs				50,000	50,000	50,000	21,492						\$171,492
													\$1,405,992

SUMMARY

Vernon intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the affordable housing programs outlined in the Township's Housing Element and Fair Share Plan dated June 11, 2025.

Spending Plan Summary Vernon Affordable Housing Trust Fund

Trust fund balance as of 12/31/2024	\$549,992
Projected Revenue (2025-2035)	
Development fees	\$856,000
Payments in lieu of construction	
Other funds	
Interest	\$11,000
Total Revenue (Rounded)	\$845,000
Expenditures	
Rehabilitation	\$412,500
Administration	\$150,000
Affordability Assistance	\$422,000
Supportive Living	\$250,000
Other programs	\$171,492
Total Projected Expenditures	\$1,405,992

TOWNSHIP OF VERNON

ORDINANCE #26-05

ORDINANCE TO REPEAL AND REPLACE EXISTING CHAPTER 133, “AFFORDABLE HOUSING” OF THE MUNICIPAL CODE OF THE TOWNSHIP OF VERNON

Ordinance repeals and replaces the existing Chapter 133, “Affordable Housing” of Vernon Township’s municipal code.

Chapter 133 Affordable Housing

§ 133-1 Purpose; legislative authority.

A. This article is intended to assure that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy these units. This article shall apply except where inconsistent with applicable law.

§ 133-2 Definitions.

ACT

Means the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

ADMINISTRATIVE AGENT

Means the entity responsible for administering the affordability controls of this subchapter with respect to specific restricted units, as designated pursuant to N.J.S.A. 52:27D-321, N.J.A.C. 5:80-26.15, and 5:99-7.

AFFIRMATIVE MARKETING

Means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

AFFORDABILITY AVERAGE

Means the average percentage of regional median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE

Means, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

AFFORDABLE HOUSING DEVELOPMENT

Means a housing development all or a portion of which consists of restricted units.

AFFORDABLE HOUSING DEVELOPMENT

Means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development

AFFORDABLE HOUSING PROGRAM(S)

Means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE HOUSING TRUST FUND or AHTF

Means that non-lapsing, revolving trust fund established in DCA pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes. All references to the "Neighborhood Preservation Nonlapsing Revolving Fund" and "Balanced Housing" mean the AHTF.

AFFORDABLE UNIT

Means a housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

AGE-RESTRICTED UNIT

Means a housing unit designed to meet the needs of, and intended exclusively for, the residents of an age-restricted segment of the population where the adult member of the family who is the head of the household for the purposes of determining income eligibility and rent is a minimum age of either 62 years, or 55 years and meets the provisions of 42 U.S.C. §§ 3601 through 3619, except that due to death, a surviving spouse of less than 55 years of age is permitted to continue to reside in the unit.

AGENCY

Means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c.530 (N.J.S.A. 55:14K-1 through 44) in, but not of, DCA.

ALTERNATIVE LIVING ARRANGEMENT

Means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

ASSISTED LIVING RESIDENCE

Means a facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

CERTIFIED HOUSEHOLD

Means a household that has been certified by an administrative agent as a very-low-income household, a low-income household, or a moderate-income household

CHOICE

Means the no-longer-active Choices in Homeownership Incentives for Everyone Program, as it was authorized by the Agency.

COAH

Means the Council on Affordable Housing established in, but not of, DCA by the Act and that was abolished effective March 20, 2024 by section 3 of P.L. 2024, c.2 (N.J.S.A. 52:27D304.1).

COMPLIANCE CERTIFICATION

Means the certification issued to a municipality by the Dispute Resolution Program or by a county-level housing judge pursuant to section 3 at P.L. 2024, c.2, that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next affordable housing round begins, which is also known as a "judgment of compliance" resulting in an "order for repose." The term "compliance certification" includes a judgment of repose granted in an action filed pursuant to section 13 at P.L. 1985, c. 222 (N.J.S.A. 52:27D-313).

COUNTY-LEVEL HOUSING JUDGE

Means a judge appointed pursuant to section 5 of P.L. 2024, c.2 (N.J.S.A. 52:27D-313.2), to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal fair share plans and housing elements with the Act.

DCA or DEPARTMENT

Means the State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT

Means a housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

DEVELOPER

Means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT

Means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, et seq.

DISPUTE RESOLUTION PROGRAM

Means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 of P.L. 2024, c.2 (N.J.S.A. 52:27D-313.2).

DIVISION

Means the Division of Local Planning Services in DCA.

EXIT SALE

Means the first authorized non-exempt sale of a restricted unit following the end of the control period, which sale terminates the affordability controls on the unit.

FAIR SHARE PLAN

Means the plan or proposal, with accompanying ordinances and resolutions, by which a municipality proposes to satisfy its constitutional obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low- and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

HOUSEHOLD INCOME

Means a household's gross annual income calculated in a manner consistent with the determination of annual income pursuant to section 8 of the United States Housing Act of 1937 (Section 8), not in accordance with the determination of gross income for Federal income tax liability.

HOUSING REGION

Means a geographic area established pursuant to N.J.S.A. 52:27D-304.2b.

INCLUSIONARY DEVELOPMENT

Means a development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

LOW-INCOME HOUSEHOLD

Means a household with a total gross annual household income equal to 50% or less of the median household income.

LOW-INCOME UNIT

Means a restricted unit that is affordable to a low-income household.

MAJOR SYSTEM

Means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and load bearing structural systems.

MARKET-RATE UNITS

Means housing not restricted to low- and moderate-income households that may sell or rent at any price.

MEDIAN INCOME

Means the median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

MODERATE-INCOME HOUSEHOLD

Means a household with a total gross annual household income in excess of 50% but less than 80% of the median household income.

MODERATE-INCOME UNIT

Means a restricted unit that is affordable to a moderate-income household.

MULTIFAMILY DEVELOPMENT

Means a housing development with five or more dwelling units.

MUNICIPAL HOUSING LIAISON or MHL

Means an appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

NEW JERSEY HOUSING RESOURCE CENTER or HOUSING RESOURCE CENTER

Means the online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

95/5 UNIT

Means a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001.

NON-EXEMPT SALE

Means any sale or transfer of ownership of a restricted unit to one's self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary; and the transfer of ownership by court order.

NONPROFIT

Means an organization granted nonprofit status in accordance with section 501(c)(3) of the Internal Revenue Code.

PRICE DIFFERENTIAL

Means the difference between the controlled sale price of a restricted unit and the fair market value of the unit minus reasonable real estate broker fees, determined as of the date of a proposed contract of sale for the unit.

PRIOR ROUND UNIT

Means "Prior round unit" means a housing unit that addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality's fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the

enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

RANDOM SELECTION PROCESS

Means a lottery process by which currently income-eligible applicant-households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant over another, except in the case of a veterans' preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.17(k)3.

REGIONAL ASSET LIMIT

Means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by the Department's adopted Regional Income Limits published annually by the Department.

REHABILITATION

Means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

RENT

Means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. With respect to units in assisted living residences, rent does not include charges for food and services.

RESTRICTED UNIT

Means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of this subchapter, but does not include a market-rate unit that was financed pursuant to UHORP, MONI, or CHOICE.

SINGLE-FAMILY LDEVELOPMENT

Means a housing development with one to four dwelling units that does not meet the definition of "project" as defined in the Hotel and Multiple Dwelling Unit Law (N.J.S.A. 55:13A-1 through 13A-31).

UHAC

Means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

VERY-LOW-INCOME HOUSEHOLD

Means a household with a household income less than or equal to 30 percent of the regional median income.

VERY-LOW-INCOME UNIT

Means a restricted unit that is affordable to a very low-income household.

VETERAN

Means a veteran as defined at N.J.S.A. 54:4-8.10.

VETERANS' PREFERENCE

Means the agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of units in relevant projects, as provided for at N.J.S.A. 52:27D-311j.

WEATHERIZATION

Means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

§ 133-3 Affordable housing programs.

Vernon Township has determined that it will use the following mechanisms to satisfy its affordable housing obligations.

A. A rehabilitation program.

- (1) Vernon Township's rehabilitation program shall be designed to renovate deficient housing units occupied by low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28.
- (2) Both owner occupied and renter occupied units shall be eligible for rehabilitation funds.
- (3) All rehabilitated units shall remain affordable to low- and moderate-income households for a period of 10 years (the control period). For owner occupied units the control period will be enforced with a lien and for renter occupied units the control period will be enforced with a deed restriction.
- (4) The Township shall dedicate a minimum of \$10,000 for each unit to be rehabilitated through this program, reflecting the minimum hard cost of rehabilitation for each unit.
- (5) The Township shall adopt a resolution committing to fund any shortfall in the rehabilitation programs for the Township.
- (6) The Township shall designate, subject to the approval of the Department, one or more Administrative Agents to administer the rehabilitation program in accordance with N.J.A.C. 5:96 and N.J.A.C. 5:97. The Administrative Agent(s) shall provide a rehabilitation manual for the owner occupancy rehabilitation program and a rehabilitation manual for the rental occupancy rehabilitation program to be adopted by resolution of the governing body and subject to approval of the Department. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).
- (7) Units in a rehabilitation program shall be exempt from N.J.A.C. 5:97-9 and Uniform Housing Affordability Controls (UHAC), but shall be administered in accordance with the following:

- (a) If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate-income household at an affordable rent and affirmatively marketed pursuant to N.J.A.C. 5:97-9 and UHAC.
- (b) If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to N.J.A.C. 5:97-9 and UHAC.
- (c) Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.
- (d) Applicant and/or tenant households shall be certified as income-eligible in accordance with N.J.A.C. 5:97-9 and UHAC, except that households in owner occupied units shall be exempt from the regional asset limit.

B. An alternative living arrangements program.

- (1) Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; residential health care facilities as regulated by the New Jersey Department of Health and Senior Services; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements. Long term health care facilities including nursing homes, and Class A, B, C, D, and E boarding homes do not qualify as alternative living arrangements.
- A. A Municipally Sponsored/100% Affordable Housing Program. The Township shall work with 100% Affordable Housing developers where sites become available to assist in providing 100% affordable opportunities including homes with Habitat for Humanity.

§ 133-4 New Construction.

A. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

- 1. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. At least 13% of all restricted rental units shall be very-low-income units (affordable to a household earning 30% or less of median income). The very-low-income units shall be counted as part of the required number of low-income units within the development. At least 25% of the obligation shall be met through rental units, including at least half in rental units available to families. A maximum of 30% may be age-restricted. At least half of the units in total shall be available to families.
- 2. In each affordable development, at least 50% of the restricted units within each bedroom distribution shall be low-income units.

3. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - (a). The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total low- and moderate-income units;
 - (b). At least 30% of all low- and moderate-income units shall be two-bedroom units;
 - (c). At least 20% of all low- and moderate-income units shall be three-bedroom units; and
 - (d). The remaining units may be allocated among two- and three-bedroom units at the discretion of the developer.
4. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit

B. Accessibility Requirements:

1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:
2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features
 - (a). An adaptable toilet and bathing facility on the first floor; and
 - (b). An adaptable kitchen on the first floor; and
 - (c). An interior accessible route of travel on the first floor; and
 - (d). An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - (e). If not all of the foregoing requirements in 2(a) through 2(d) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of Subsections 2(a) through 2(d) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and
 - (f). An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free SubCode, N.J.A.C. 5:23-7, or evidence that Vernon has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible;

- (1) Where a unit has been constructed with an adaptable entrance, upon the request of a person with disabilities who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - (2) To this end, the builder of restricted units shall deposit funds within the Township of Vernon's Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
 - (3) The funds deposited under Subsection (f)(2) above shall be used by the Township of Vernon for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - (4) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Township of Vernon for the conversion of adaptable to accessible entrances.
 - (5) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township's Affordable Housing Trust Fund in care of the Township Chief Financial Officer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.
- (g). Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free SubCode, N.J.A.C. 5:23-7.

C. Design:

1. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
2. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

D. Utilities:

1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

E. Maximum Rents and Sales Prices:

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established by COAH or a successor entity.
2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52% of median income.
3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13% of all low- and moderate-income rental units shall be affordable to very low-income households, earning 30% or less of the regional median household income.
4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an affordability average of 55% for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.
5. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:
 - (a). A studio shall be affordable to a one-person household;
 - (b). A one-bedroom unit shall be affordable to a 1 1/2 person household;
 - (c). A two-bedroom unit shall be affordable to a three-person household;
 - (d). A three-bedroom unit shall be affordable to a 4 1/2 person household; and
 - (e). A four-bedroom unit shall be affordable to a six-person household.
6. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
 - (a). A studio shall be affordable to a one-person household;
 - (b). A one-bedroom unit shall be affordable to a 1 1/2 person household; and
 - (c). A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H. 15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
8. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
9. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.
10. The rent of low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for New Jersey. This increase shall not exceed 9% in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.
11. All deed restricted affordable rental units will be subject to an annual rental recertification process to ensure that income eligible households continue to reside in the Township's portfolio of rental units.

F. Affordable Housing Set-Asides.

1. Any residential or mixed-use development, within the public sewer service area of the municipality, that produces five or more housing units, shall be required to provide for affordable housing set-asides of at least 20% of the total housing units regardless of tenancy. When any calculation of the percentage of affordable units required to be divided results in a fractional unit of 1/2 or more, the fraction shall be rounded up to the next whole unit. When a calculation results in a fraction of less than 1/2, the fraction shall be rounded down to the previous whole unit.

§ 133-5 Minimum Floor Area Requirements and Standards for Low- and Moderate-Income Housing Units.

Developments approved as part of a compliance certification or that otherwise contain restricted units subject to the UHAC regulations shall satisfy the following occupancy standards:

- A. For any 100-percent affordable development comprising one or more restricted units:

1. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the applicable municipal code or the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4, whichever is greater.
 2. Each bedroom in each restricted unit must have at least one window; and
 3. Restricted units must include adequate air conditioning and heating.
- B. For developments comprising market-rate rental units and restricted rental units:
1. Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes;
 2. Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations;
 3. Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services;
 4. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits;
 5. Restricted units must include adequate air conditioning and heating and, if market-rate units provide cooling and heating, restricted units must use the same type of cooling and heating sources as market-rate units of the same unit type;
 6. Each bedroom in each restricted unit must have at least one window;
 7. Restricted units must be of the same unit type as market-rate units within the same building; and
 8. Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.
- C. For developments containing for-sale units, including those with a mix of rental and for-sale units, subsection b above shall govern the rental units, while for-sale units shall adhere to the following:

1. Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes;
2. Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations;
3. Restricted units may be of different housing product types than market-rate units, provided that developments containing market-rate duplexes, townhomes, and/or single-family homes offer restricted housing options that also include duplexes, townhomes, and/or single-family homes;
4. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4;
5. Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s);
6. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits;
7. Each bedroom in each restricted unit must have at least one window; and
8. Restricted units must include adequate air conditioning and heating.

§ 133-6 Occupancy Standards.

In referring certified households to specific restricted units, the administrative agent shall strive, to the extent feasible and without causing an undue delay in occupying the unit to:

- A. Ensure each bedroom is occupied by at least one person, except for age-restricted units;
- B. Provide a bedroom for every two adult occupants;
- C. Provide a bedroom for every occupant under the age of 18, unless the household requests a different arrangement, which arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and
- D. Avoid placing a one-person household into a unit with more than one bedroom.

§ 133-7 Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.6, as may be amended and supplemented, and each restricted ownership unit must

remain subject to the requirements of this subchapter until the end of the control period specified in the deed restriction unless the municipality in which the unit is located elects to extend the unit's restriction in compliance with subsection 1 below. A restricted ownership unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Any unit that, prior to the effective date of the amendments to this subchapter as promulgated pursuant to P.L. 2024, c.2 (N.J.S.A. 52:27D-304.1), received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction, or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, will have its control period governed by such grant of substantive certification, judgment, grant agreement, or contract; and
2. 95/5 units are subject to the option and price restriction rules set forth in N.J.A.C. 5:80-26.21 through 26.27; and
3. Units for which affordability controls have been extended are subject to a minimum period of extension of 30 years, except that the extension period may be limited to 20 years if the original and extended terms of affordability controls, in combination, are at least 60 years.
4. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit and terminates at the first non-exempt sale after the end of the deed-restricted affordability period, if and only if the municipality does not exercise the right of first refusal to extend the control period in accordance with N.J.A.C. 5:80-26.6(h), and if and only if the seller has provided the municipality with at least 60 days' notice of the seller's intention to make the first nonexempt sale.

§ 133-8 Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

- A. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.17, as may be amended and supplemented.

§ 133-9 Buyer Income Eligibility.

- A. When reviewing an applicant household's income to determine eligibility, the administrative agent shall compare the applicant household's annual income to the regional low- and moderate-income limits calculated pursuant to N.J.A.C. 5:80-26.3.
- B. For the purposes of this section, the administrative agent shall determine household income in accordance with the procedure for calculating annual income at the time of initial occupancy and assistance, stipulated at 24 CFR § 5.609, as it may be updated from time to time, and described in Chapter 5 of HUD Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs, which is available at https://www.hud.gov/program_offices/administration/hudclips/handbooks/hsgh/4350.3.

§ 133-10 Limitations on Indebtedness Secured By Ownership Unit; Subordination.

- A. Prior to incurring any indebtedness to be secured by an ownership unit, the owner shall submit to the administrative agent a notice of intent to incur such indebtedness (for example, a home equity loan or solar loan), in such form and with such documentary support as determined by the administrative agent, and the owner may not incur any such indebtedness unless and until the administrative agent has determined and confirmed in writing that the proposed indebtedness complies with the provisions of this section.
- B. With the exception of original purchase money mortgages, during a control period, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by an ownership unit to exceed 95 percent of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C. 5:8026.7(c).

§ 133-11 Capital Improvements to Ownership Units.

- A. The owner of an ownership unit may apply to the administrative agent to increase the maximum sales price for the unit to reflect eligible capital improvements made since they purchased the unit. Eligible capital improvements are limited to those that make the unit suitable for a larger household or that add an additional bathroom. However, the maximum sale price of an improved housing unit may not exceed the limits of affordability for the larger household.
- B. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) are included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the administrative agent at the time of signing the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, subject to 10-year, straight-line depreciation, has been approved by the administrative agent. Unless otherwise approved by the administrative agent, the purchase of any property other than central air conditioning may not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at resale.
- C. Capital expenditures approved in writing by the administrative agent for non-cosmetic replacement of existing items of property or non-cosmetic improvement to the property (for example, replacement of a leaky roof, installation of a solar energy system owned by the homeowner, installation of energy-efficient windows, or replacement of broken appliances with ENERGY STAR-labeled products) do not affect the maximum sale price, but will be factored into calculating reductions to the recapture amount pursuant to N.J.A.C. 5:80-26.6(c)1.

§ 133-12 Control Period for Restricted Rental Units.

- A. Each restricted rental unit must remain subject to the requirements of this subchapter until the end of the control period specified in the unit deed restriction, unless the unit's restriction is extinguished in compliance with (e) below or extended in compliance with (f) below. A restricted rental unit must remain subject to the requirements of this subchapter for a period of at least 40 years; provided, however, that the control period of any unit that,

prior to the effective date of the amendments to this subchapter as promulgated pursuant to P.L. 2024, c.2 (N.J.S.A. 52:27D-304.1), received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction, or became subject to a grant agreement or other contract with either the State or a political subdivision thereof will be governed by such grant of substantive certification, judgment, grant agreement, or contract.

1. Rental units created on or after January 1, 2025, and which are subject to affordability controls for low- and/or moderate-income families pursuant to this subchapter are subject to a deed restriction of not less than 40 years.
 2. Any project composed entirely of rental units subject to the affordability controls of this section that does not participate in a State-administered preservation program may elect to extinguish the existing deed restriction beginning 30 years following the start of the deed restriction, regardless of original length, provided that the project enters into a new deed restriction of at least 30 years and that the project has applied for and obtained a refinancing and/or has commenced an approved rehabilitation for the purpose of preservation.
 3. Any project composed entirely of rental units subject to the affordability controls of this section that participates in a State-administered preservation program may elect to extinguish the existing deed restriction prior to the 30th year, regardless of original length, provided that the project enters into a new deed restriction that, in combination with the original deed restriction, totals at least 60 years.
- B. The affordability control period for the restricted rental units in a development commences on the first date that a unit is issued a certificate of occupancy and terminates only at the end of the control period specified in the deed restriction or at such time that the municipality releases the unit from the requirements in N.J.A.C. 5:80-26.12(e). For any restricted rental units occupied at the end of the control period specified in the deed restriction or the time at which the municipality releases the unit from the requirements, the affordability controls set forth in this subchapter remain in effect until the date on which the occupant household vacates the rental unit provided that the occupant household continues to earn a household income of less than 80 percent of the applicable regional median income. If, at that time, a rental household's income exceeds 80 percent of the regional median income, the rental rate restriction will expire at the later of either the next scheduled lease renewal or in 60 days.
- C. Deeds of all real property that include restricted rental units must contain deed restriction language that conforms with the requirements of N.J.A.C. 5:80-26.12.
- D. A restricted rental unit remains subject to the affordability controls above despite the occurrence of any of the following events:
1. Sublease or assignment of the lease of the unit;
 2. A sale or other voluntary transfer of [the] ownership of the unit;
 3. The entry and enforcement of any judgment of foreclosure or grant of a deed in lieu of foreclosure; or

4. The release from affordability restrictions at the end of the affordability control period, until occupancy by the first new tenant subsequent to the release of controls.

§ 133-13 Rent Restrictions For Rental Units; Leases.

- A. Rent restrictions shall comply with N.J.A.C. 5:80-26.13. The administrative agent shall set the initial rent for a restricted rental unit. If the unit is receiving assistance pursuant to the AHTF, the initial rent must be consistent with the AHTF grant agreement. The initial rent must be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size as determined pursuant to N.J.A.C. 5:80-26.5; provided, however, that the rent is subject to the affordability average requirement at N.J.A.C. 5:80-26.4.

§ 133-14 Tenant Income Eligibility.

- A. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.14, and is determined as follows:
 1. Very-low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median income.
 2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median income.
 3. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income.
- B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 1. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 2. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 3. The household is currently in substandard or overcrowded living conditions;
 4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

5. The household documents proposed third-party assistance from an outside source, such as a family member, in a form acceptable to the administrative agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of the circumstances in a1 through b5 above with the Administrative Agent, who shall counsel the household on budgeting.

§ 133-15 Municipal Housing Liaison.

- A. The Township of Vernon shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for administering the affordable housing program, including affordability controls, the Affirmative "Marketing Plan, monitoring and reporting, and, where applicable, supervising any contracted Administrative Agent. Vernon shall adopt an Ordinance creating the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.
- B. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Vernon, including the following responsibilities which may not be contracted out to the Administrative Agent:
 1. Serving as Vernon's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
 2. Monitoring the status of all restricted units in Vernon's Fair Share Plan;
 3. Compiling, verifying and submitting annual monitoring reports as may be required by the Court;
 4. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and
 5. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.
- C. Subject to the approval of the Court, the Township of Vernon shall designate one or more Administrative Agent(s) to administer newly constructed affordable units in accordance with UHAC. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the Township Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the contracting Administrative Agent(s).

§ 133-16 Administrative Agent

- A. The Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality, and in accordance with the requirements of the Act, the Dispute Resolution Program, and N.J.A.C. 5:99-7.
- B. The administrative agent shall administer and enforce the affordability controls set forth in this subsection, which actions are reviewable by the Municipal Housing Liaison pursuant to N.J.S.A. 52:27D-321. The primary responsibility of the administrative agent is to ensure that the restricted units under administration are sold or rented, as applicable, only to very-low-, low-, and moderate-income households. The administrative agent shall also fulfill the requirements and responsibilities identified at N.J.A.C. 5:99-7. Pursuant to N.J.A.C. 5:99-7.2, the administrative agent shall have the authority to discharge and release any or all instruments, as set forth at N.J.A.C. 5:80-26 appendices, filed of record to establish affordability controls.
- C. The municipality is ultimately responsible for the proper administration of the affirmative marketing program, including initial sales, rentals, resales, and re-rentals. The municipality shall also ensure that all affordable unit, applicant, sales records, and other relevant files are returned to the municipality for reporting purposes and to aid with future resales.
- D. The administrative agent is responsible for the affirmative marketing of affordable units, including accepting applications and maintaining a list of applicants for each affordable development. The administrative agent shall document and report the affirmative marketing plan for the municipality and the affirmative marketing activities undertaken for each of the units within their purview to the municipal housing liaison, who shall ensure that developers and administrative agents are marketing units in accordance with the provisions in this section.

§ 133-17 Affirmative Marketing Requirements.

- A. The affirmative marketing plan and all advertisements for the affordable units, must contain the following information:
 1. The name and location of the housing project;
 2. An address sufficient to find directions to the housing units;
 3. A range of prices or rent for the affordable housing units;
 4. The sizes, as measured in number of bedrooms and square footage, of the affordable housing units;
 5. The types (that is, family, age-restricted, or supportive) and number of affordable units available;
 6. The number of units available to very-low-, low-, and moderate-income households within the pertinent eligible income ranges;
 7. The accessibility features, if any, of the affordable housing units;
 8. The maximum income permitted to qualify for the affordable housing units;

9. The population(s), if any, given preference in the selection process pursuant to N.J.A.C. 5:80-26.17(k)2;
 10. Where applications (paper and online) for the affordable housing units may be found;
 11. The expected lease-up/closing date(s) for the affordable housing units;
 12. A description of the random selection process that will be used to select occupants of affordable housing units and the expected date of the random selection;
 13. The business hours when interested households may obtain paper applications for the affordable housing units;
 14. Contact information, including an email address and phone number that are regularly monitored by the administrative agent;
 15. The name of the sales agent and/or rental manager; and
 16. Application fees, if any.
- B. In implementing the marketing program, the administrative agent shall:
1. Post a listing of the available affordable housing units to the New Jersey Housing Resource Center at least 60 days before the random selection process or within one day following the date the owner, developer, property manager, or other administrative entity provides information regarding the application process to prospective applicants or solicits any applications from potential applicants through any other means pursuant to N.J.S.A. 52:27D-321.6. It is the responsibility of the Municipal Housing Liaison, in coordination with the administrative agent(s), to ensure compliance with all provisions of N.J.S.A. 52:27D-321.3 through 321.6;
 2. Within one business day of listing the affordable housing units on the New Jersey Housing Resource Center, notify the local Continuum of Care of any supportive housing rental units that are reserved for individuals and families that are homeless and of any permanent supportive housing rental units;
 3. Publish at least one advertisement in a regional print or digital newspaper;
 4. Advertise the units on at least one housing search website, in addition to the Housing Resource Center;
 5. Undertake at least two additional regional marketing strategies;
 6. Designate an experienced staff person to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law. Alternatively, the administrative agent or municipality may contract with a HUD-certified housing counselor or an otherwise experienced entity approved by the Division to provide such counseling services.

- C. The affirmative marketing process must begin at least four months prior to expected occupancy and may begin before construction commences. All affirmative marketing advertising and outreach activities employed pursuant to (f) above must be employed at the start of the marketing program. For for-sale units, affirmative marketing advertising and outreach activities must continue until all of the marketed units have been sold, except that paid advertising may cease when the number of applications received is at least three times the number of units to be sold. For rental units, affirmative marketing advertising and outreach activities must continue, as long as applications are being accepted, except that paid advertising may cease when the number of applications received is at least three times the number of units to be filled. Applications must be accepted for no less than 45 days following the initial advertisement on the New Jersey Housing Resource Center, except for the resale of for-sale units, in which case, applications must be accepted for no less than 30 days.
- D. No (h) No random selection may be conducted prior to 60 days following the initial advertisement on the New Jersey Housing Resource Center.
- E. Applications for affordable housing or notices thereof, if offered online, must be available in multiple locations, including, if they exist, the county administration building and the county library for each county within the housing region; the municipal administration building(s) and the municipal library in the municipality in which the units are located; and the developer's sales office. The municipality shall post the application links and/or notices of affordable housing either directly on the home page of the municipality's official website or on a landing page directly, clearly, and conspicuously linked to from the home page of the municipality's official website. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address.
- F. If the municipality intends to require affordable housing developers to incur the cost of affirmative marketing and advertising for affordable units, the municipality must adopt such policy and make the requirement a condition of the project's planning and zoning board approvals.
- G. In carrying out the affirmative marketing process, the administrative agent shall comply with all provisions of the Fair Chance in Housing Act, N.J.S.A. 46:8-52 through 64.

§ 133-18 Enforcement of Affordable Housing Regulations.

- A. The municipal housing liaison is responsible for oversight and coordination of all the activities of the municipal government as they relate to the creation, preservation, and administration of affordable housing programs, affordable units, and reporting. Pursuant to N.J.A.C. 5:99-6.2, such oversight activities include ensuring that administrative agents execute the practices, procedures, and standards set forth in this N.J.A.C. 5:80-26.19, identified in this subsection.
- B. The administrative agent's enforcement responsibility for implementing such practices and procedures may not be delegated or otherwise transferred to any other party, except to a successor administrative agent. Anything in this subchapter to the contrary notwithstanding, the Agency and DCA each may, in its discretion, contract with for-profit and nonprofit organizations to carry out delegated administrative agent functions,

provided, however, that in any such case the Agency or DCA shall maintain primary responsibility for the delegated functions.

C. As part of a municipality's ongoing compliance with the Act, the municipality, through the municipal housing liaison, shall:

1. Provide to the administrative agent the name, title, email address, and telephone number of the municipal housing liaison who will be responsible for oversight of the administrative agent on all matters related to this subchapter;
2. If necessary, retain or otherwise designate legal counsel for the purposes of representing any municipal entity acting as administrative agent and of enforcing the controls set forth in this subsection;
3. Ensure that all restricted units are identified as affordable within the tax assessor's office and any municipal utility authority (MUA). The municipality and MUA shall promptly notify the administrative agent of a change in billing address, payment delinquency of two consecutive billing cycles, transfer of title, or institution of a foreclosure action, foreclosure judgment, or deed in lieu of foreclosure as to all affordable units;
4. Work with the administrative agent to ensure that affordable housing opportunities are posted to the New Jersey Housing Resource Center pursuant to N.J.S.A. 52:27D-321.3 through 321.6, including, if necessary, levying fines through the process outlined at N.J.A.C. 5:99-5.6(c)4;
5. Maintain a list of all affordable units within its jurisdiction, including the date of deed restriction expiration, income limits, and the administrative agent for each unit;
6. Report the information at (c)6 above to the Division each year; and
7. Publish on the municipality's website the affordable housing operating manual(s) required pursuant to N.J.A.C. 5:99-7.2, the affirmative marketing plan required pursuant to N.J.A.C. 5:80-26.16, and contact information for the administrative agent for each project within the municipality's jurisdiction with an affordable housing component for which affirmative marketing is required.

D. In addition to those listed at N.J.A.C. 5:99-7.2, administrative agent practices and procedures include, but are not limited to, the following:

1. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit be offered, or in any other way committed, to any person other than a household duly certified to the unit by the administrative agent;
2. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificate set forth at N.J.A.C. 5:80-26 Appendix D-3, J, or K;

3. Working with the MHL to ensure that affordable housing opportunities are posted to the New Jersey Housing Resource Center pursuant to N.J.S.A. 52:27D-321.3 through 321.6, including, if necessary, levying fines for noncompliance and requiring new lotteries;
 4. Sending annual mailings to all owners of affordable dwelling units, reminding them of the requirements of N.J.A.C. 5:80-26.19-4(i) through 4(ix).
 5. Securing from municipalities lists of all affordable units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back into or sell their unit;
 6. Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal fund approved by the Department.
 7. Establishing a rent-to-equity program, to be implemented in situations where an affordable unit owner has unlawfully rented their unit, and where the tenant has entered into a tenancy without knowledge of its unlawful nature. Under such a rent-to-equity program, the tenant, including the immediate family of the tenant, shall be given an opportunity to purchase the unit from the affordable unit owner, and the affordable unit owner shall be compelled to sell the unit to the tenant, with the total of all rent paid to the owner being credited to the tenant as down payment money paid to the affordable unit owner. Anything in this subchapter to the contrary, notwithstanding, any person offered a unit under such a rent-to-equity program must first be certified as eligible pursuant to N.J.A.C. 5:80-26.17.
- E. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.

§ 133-19 Appeals.

Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison for the jurisdiction. A decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division

Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

§ 133-20 95/5 Restrictions.

- A. Each existing unit governed by a 95/5 restriction shall be governed according to its deed restriction for the duration of the control period identified in the deed restriction or the municipal resolution extending affordability controls, or, if no control period is identified, until the start of the Fifth Round on July 1, 2035. Following the expiration or release of the 95/5 deed restriction, any extension of affordability controls on the unit must be carried out in accordance with the procedures and instruments outlined at N.J.A.C. 5:80-26.6(h) to receive credit pursuant to the Act.
- B. The owner of a unit governed by a 95/5 restriction shall notify the administrative agent and municipal housing liaison by certified mail and by email of any intent to sell the unit 90 days prior to entering into an agreement for the first authorized non-exempt sale after controls have been in effect on the housing unit for the period specified at N.J.A.C. 5:80-26.6.
- C. Upon receipt of a notice specified at (b) above, the option to buy the unit at the maximum allowable restricted sale price or any mutually agreed upon sale price that does not exceed the maximum allowable restricted sale price will be available for 90 days. The administrative agent shall notify the municipal housing liaison and the Division that the unit is for sale. The municipality shall have the right of first refusal to purchase the unit. If the municipality exercises this option, it may enter into a contract of sale for the unit. If the municipality does not exercise this option within 90 days, the first of the other entities giving notice to the seller of its intent to purchase during the 90-day period may purchase the unit. If the option to purchase the unit at the maximum allowable restricted sale price is not exercised by one of the above entities by a written offer to purchase the housing unit within 90 days of receipt of notice of the intent to sell, the owner may proceed to sell the housing unit pursuant to N.J.A.C. 5:80-26.22. If the owner does not sell the unit within one year of the date of the delivery of the notice of intent to sell, the option to buy the unit will be restored and the owner will be required to submit a new notice of intent to sell 90 days prior to any future proposed date of sale.
- D. Any option to buy a housing unit at the maximum allowable restricted sale price must be exercised by certified mail and, if known, by email and will be deemed to have been exercised three days following the earlier of the postmark of the certified mail or the transmission of the email.

§ 133-21 Seller Option on 95/5 Restrictions.

- A. An eligible seller of a unit governed by a 95/5 restriction that has been controlled for the period established in the governing deed restriction who has provided the requisite notice of an intent to sell may proceed with the sale if no eligible entity exercises its option to purchase within 90 days. The seller may sell the unit to a certified household at an affordable price or to any purchaser at market price.
- B. Subject to this subchapter, the seller may:

1. Sell to a certified household at a price not to exceed the maximum permitted sale price in accordance with N.J.A.C. 5:80-26.7; provided that the unit is regulated by the deed restriction and lien in accordance with N.J.A.C. 5:80-26.6. The administrative agent shall certify the income qualifications of the purchaser and shall ensure that the housing unit is regulated by the deed restriction and lien in accordance with N.J.A.C. 5:80-26.6; or
 2. Exercise the repayment option and sell to any purchaser at market price, provided that 95 percent of the price differential, or another amount determined by an ordinance of the municipal governing body, not to exceed 95 percent of the price differential, is paid to the Municipal Affordable Housing Trust Fund, through the administrative agent, as an instrumentality of the municipality, at closing. Any alternative amount or formula for calculating the alternative amount determined by such ordinance must be uniformly available to all sellers exercising the repayment option within the municipality.
- C. The administrative agent shall examine any contract of sale containing a repayment option to determine if the proposed sale price bears a reasonable relationship to the housing unit's fair market value. In making this determination, the administrative agent may rely on comparable sales data or an appraisal. The administrative agent shall not approve any contract of sale where there is a determination that the sale price does not bear a reasonable relationship to fair market value. The administrative agent shall make such a determination within 20 days of receipt of the contract of sale and shall calculate the repayment option payment.
- D. The administrative agent shall adopt an appeal procedure by which a seller may submit written documentation requesting the administrative agent to recompute the repayment obligation if the seller believes an error has been made, or to reconsider a determination that a sale price does not bear a reasonable relationship to fair market value. A repayment obligation determination made as a result of an owner's appeal is a final determination of the administrative agent appealable pursuant to N.J.A.C. 5:80-26.20.
- E. The repayment will occur at the date of closing and transfer of title for the first non-exempt transaction after the expiration of controls on affordability.
- F. The administrative agent shall deposit all repayment proceeds into the Municipal Housing Trust Fund, which may be used as specified at N.J.S.A. 52:27D-329.2. Money deposited in housing trust funds may not be expended until the municipality submits and the Division or the county-level housing judge approves a spending plan. See N.J.A.C. 5:99-2 and N.J.S.A. 52:27D-329.2.

TOWNSHIP OF VERNON

ORDINANCE #26-06

ORDINANCE TO REPEAL AND REPLACE THE EXISTING ARTICLE XIV, "AFFORDABLE HOUSING" OF THE MUNICIPAL CODE OF THE TOWNSHIP OF VERNON

This Ordinance repeals and replaces the existing Article XIV, "Affordable Housing" of Vernon Township's municipal code.

Article XIV Development Fees.

§ 330-212 Development Fees.

A. Purpose; legislative authority.

- (1) This section establishes standards for the collection, maintenance, and expenditure of development fees in accordance with P.L.2024, c.2, Sections 8 and 32-38. Fees collected pursuant to this section shall be used for the sole purpose of providing low- and moderate-income housing. This section shall be interpreted within the framework of the DCA's rules on development fees, codified at N.J.A.C. 5:97-8.
- (2) The collection of development fees from builders of residential and non-residential properties has been authorized by the court through the powers established pursuant to the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.). Due to the Legislature's determination that the role of the Council on Affordable Housing has not developed in practice as intended, the Legislature further determines that authority relating to rulemaking on the collection of residential and non-residential development fees is appropriately delegated to the Department of Community Affairs (the Department), given the department's existing roles related to local government finance and the funding and financing of affordable housing throughout the State.

B. Definitions. The following terms, as used in this section, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT — A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent affordable development.

COAH or COUNCIL — means the Council on Affordable Housing established in, but not of, DCA by the Act and that was abolished effective March 20, 2024 by section 3 of P.L. 2024, c.2 (N.J.S.A. 52:27D-304.1).

CONSTRUCTION — Means new construction and additions, but does not include alterations, reconstruction, renovations, and repairs as those terms are defined under the State Uniform Construction Code promulgated pursuant to the "State Uniform Construction Code Act," P.L.1975, c.217 (N.J.A.C. 52:27D-119 et seq.)

COMMISSIONER — means the Commissioner of Community Affairs.

DEPARTMENT — means the Department of Community Affairs.

PROGRAM — The Affordable Housing Dispute Resolution Program, established pursuant to section 5 of P.L.2024, c.2 (N.J.A.C. 52:27D-313.2). The Program has the purpose of efficiently resolving disputes involving the Fair Housing Act.

DEVELOPER — The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT FEE — Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

EQUALIZED ASSESSED VALUE — The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (N.J.S.A. 54:1-35a through N.J.S.A. 54:1-35c).

MIXED-USE DEVELOPMENT — Means any development which includes both a non-residential development component and a residential development component, and shall include developments for which (1) there is a common developer for both the residential development component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities may be considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same lot or adjoining lots, including but not limited to lots separated by a street, a river, or another geographical feature.

AGENCY — The New Jersey Housing and Mortgage Finance Agency.

NON-RESIDENTIAL DEVELOPMENT — Means: (1) any building or structure, or portion thereof, including but not limited to any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code promulgated to effectuate the "State Uniform Construction Code Act," P.L.1975, c.217 (C.52:27D-119 et seq.), including any subsequent amendments or revisions thereto; (2) hotels, motels, vacation timeshares, and child-care facilities; and (3) the entirety of all continuing care facilities within a continuing care retirement community which is subject to the "Continuing Care Retirement Community Regulation and Financial Disclosure Act," P.L.1986, c.103 (C.52:27D-330 et seq.).

NON-RESIDENTIAL DEVELOPMENT FEE — means the fee authorized to be imposed pursuant to sections 32 through 38 of P.L.2008, c.46 (C.40:55D-8.1 through C.40:55D-8.7).

UHAC — The Uniform Housing Affordability Controls. UHAC governs how a municipality meets its housing need once defined, and how affordable housing units in that town's plan are administered.

C. Residential development fees.

(1) Imposed fees.

- i. Within Vernon Township's affordable housing district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.
- ii. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.
- iii. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
- iv. Single-family additions shall be exempt from paying a development fee.
- v. One- and two-family owner-occupied residential structures demolished and replaced as a result of a fire, flood, or natural disaster shall be exempt from paying a development fee.

D. Nonresidential development fees.

(1) Imposed fees.

- i. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new nonresidential construction on an unimproved lot or lots.
- ii. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
- iii. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of

the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

(2) Eligible exactions ineligible exactions, and exemptions for nonresidential development.

- i. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the development fee of 2.5%, unless otherwise exempted below.
- ii. The fee of 2.5% shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- iii. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.
- iv. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
- v. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by Vernon Township as a lien against the real property of the owner.

(3) Collection procedures.

- i. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
- ii. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/ Exemption" to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the nonresidential

developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

- iii. The construction official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- iv. Within 90 days of receipt of that notice, the municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- v. The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- vi. Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- vii. Should Vernon Township fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (N.J.S.A. 40:55D-8.6).
- viii. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- ix. Appeal of development fees.
 - [1] A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Vernon Township. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - [2] A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected

fees shall be placed in an interest-bearing escrow account by Vernon Township. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

E. Affordable Housing Trust Fund.

- (1) There hereby created a separate, interest-bearing housing trust fund to be maintained by the chief financial officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.
- (2) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 - i. Payments in lieu of on-site construction of affordable units;
 - ii. Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 - iii. Rental income from municipally operated units; Repayments from affordable housing program loans; Recapture funds;
 - iv. Proceeds from the sale of affordable units; and
 - v. Any other funds collected in connection with Vernon Township's affordable housing program.
- (3) Within seven days from the opening of the trust fund account, Vernon Township shall provide DCA with written authorization, in the form of a three-party escrow agreement between the municipality, the bank and DCA to permit DCA to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).
- (4) All interest accrued in the Housing Trust Fund shall only be used on eligible affordable housing activities approved by DCA.
- (5) Use of funds.
 - i. The expenditure of all funds shall conform to a spending plan approved by DCA. Funds deposited in the Housing Trust Fund may be used for any activity approved by DCA to address the Vernon Township's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards,

purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.

- ii. Funds shall not be expended to reimburse Vernon Township for past housing activities.
- iii. At least 30% of all development fees collected or such amount as approved through the DCA waiver process and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
 - [1] Affordability assistance programs may include down-payment assistance, security-deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.
 - [2] Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.

- (6) Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement
- (7) Vernon Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
- (8) No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with DCA's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the DCA's regulations and/or action are not eligible uses of the affordable housing trust fund.

F. Monitoring.

- (1) Vernon Township shall complete and return to DCA all monitoring forms included in monitoring requirements related to the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Vernon Township's housing program, as well as to the expenditure of revenues and implementation of the plan certified by the Program. Monitoring will be completed through the Affordable Housing Monitoring System (AHMS).

G. Ongoing collection of fees.

- (1) The ability for Vernon Township to impose, collect and expend development fees shall expire with its substantive certification unless Vernon Township has filed an adopted Housing Element and Fair Share Plan with DCA, has petitioned for substantive certification, and has received DCA's approval of its Development Fee Ordinance. If Vernon Township fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (N.J.S.A. 52:27D-320). Vernon Township shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance; nor shall Vernon Township retroactively impose a development fee on such a development. Vernon Township shall not expend development fees after the expiration of its substantive certification.

TOWNSHIP OF VERNON

ORDINANCE #26-01

CALENDAR YEAR 2026

**MODEL ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township of Vernon in the County of Sussex finds it advisable and necessary to increase its CY 2026 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the governing body hereby determines that a 1.5% increase in the budget for said year, amounting to \$318,882.66 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the governing body hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township of Vernon, in the County of Sussex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2026 budget year, the final appropriations of the Township of Vernon shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$744,059.54, and that the CY 2026 municipal budget for the Township of Vernon be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

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 January 15, 2026, and the same came up for final passage and was adopted at the Meeting of the Township Council held on February 9, 2026 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

Anthony Rossi, Mayor

Township of Vernon

INTRODUCED: January 15, 2026

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Contino C.			X			
Ooms S.		X	X			
Rizzuto R.			X			
Sparta, B.	X		X			
Higgins W.			X			

ADOPTED:

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

TOWNSHIP OF VERNON

ORDINANCE # 26-02

ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, RELEASING, EXTINGUISHING AND VACATING THE RIGHTS OF THE PUBLIC IN A PORTION OF BLOCK 436, LOT 22, BURGHER ROAD.

WHEREAS, there exists within the Township of Vernon an unimproved paper street and/or portion of an unimproved paper street known as Burgher Road and as shown on the Official Tax Map of the Township of Vernon as a 77' long section, twenty 20' in width, consisting of 1,540 square feet, between Block 436, Lot 22 and Block 438, Lot 1, both properties are under common ownership The above unimproved street shall hereinafter be collectively referred to as the "Street to be Vacated."

WHEREAS, the Street to be Vacated serves no public purpose, requires unwarranted maintenance costs by the Township of Vernon, and needs to be vacated; and

WHEREAS, the entirety of the Street to be Vacated is neither open to the public for the purposes of vehicular traffic nor publicly maintained as a street; therefore, this vacation ordinance is not subject to review by the Commissioner of the New Jersey Department of Transportation with regard to the traffic regulations thereon pursuant to N.J.S.A. 39:4-8; and

WHEREAS, N.J.S.A. 40:67-1(b) and N.J.S.A. 40:67-19 empowers the governing body of a municipality to make, amend, repeal and enforce ordinances to vacate any public street, including the vacation of any portion of any public street, and to vacate any street, or any part thereof, dedicated to public use but not accepted by the municipality, whether or not the same, or any part, has been actually opened or improved; and

WHEREAS, the Township Council of the Township of Vernon has considered evidence and concluded that the Street to be Vacated is not needed by the general public as a public thoroughfare and lends itself to higher and better uses than as and for a public thoroughfare and for use by the general public, and that the public interest will best be served by abandoning, vacating, releasing and extinguishing any and all public rights which the Township may have in and to the Street to be Vacated; and

WHEREAS, title to the Street to be Vacated shall be apportioned to adjacent property owners, if any, in accordance with law.

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

SECTION 1. Subject to the conditions set forth herein, the rights of the public in and to the Street to be Vacated, as more particularly delineated in Schedules "A" and "B") attached hereto, are hereby released, extinguished and vacated.

SECTION 2. Title to the Street to be Vacated shall be apportioned to adjacent property owners, if any, in accordance with law.

SECTION 3. Pursuant to N.J.S.A. 40:67-1(b), all public easements, rights and interests to the Street to be Vacated, as more particularly delineated in Schedules "A" and "B" attached hereto, are hereby vacated, released and extinguished except for said easements and rights specifically set forth herein and except for all rights and privileges now possessed by public utilities, as defined in N.J.S.A. 48:2-13, and by any Cable Television Company, as defined in the "Cable Television Act," N.J.S.A. 48:5A1, et seq., to maintain, repair and replace their existing facilities in, adjacent to, over or under the Street, or any part thereof, to be vacated.

SECTION 4. Pursuant to N.J.S.A. 40:67-21, the Township Clerk shall, within sixty (60) days after this ordinance becomes effective, file a copy of this ordinance, certified by her, under the seal of the Township of Vernon, to be a true copy of such ordinance, together with a copy of proof of publication, if publication be required, in the office where conveyances of lands are recorded in Sussex County and such certified copy shall be recorded in a book with proper index to be provided for the purpose and entitled "Vacation."

SECTION 5. After introduction, this Ordinance shall be referred to the Planning Board of the Township of Vernon for review and comment pursuant to N.J.S.A. 40:55D-26, -32, and -33, since vacation of a public street or portion thereof constitutes a change to the official map of the Township of Vernon, County of Sussex, and the closing of a public street, albeit paper unimproved street.

SECTION 6. At least seven (7) days prior to the time fixed for the consideration of this Ordinance for final passage, a copy of this Ordinance, together with a notice of its introduction and the time and place when and where the Ordinance will be further considered for final passage, shall be given by the Township Clerk to the owners of all real property whose lands may be affected by this Ordinance or any assessment which may be made in pursuance thereof, so far as the same may be ascertained, directed to his last known post-office address. At least ten (10) days prior to the time fixed for the consideration of this Ordinance for final passage, a copy of this Ordinance, together with a notice of its introduction and the time and place when and where the Ordinance will be further considered for final passage, shall be published at least once in a newspaper published and circulated in the Township of Vernon. This is the notice required by N.J.S.A. 40:67-19 and N.J.S.A. 40:49-6.

SECTION 7. If any article, section, subsection, paragraph, phrase or sentence is, for any reason, held to be unconstitutional or invalid, said article, section, subsection, paragraph, phrase or sentence shall be deemed severable.

SECTION 8. All ordinances or parts of ordinances inconsistent herewith are hereby repealed as to such inconsistencies.

SECTION 9. This Ordinance shall take effect upon final publication 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 January 15, 2026, and the same came up for final passage and was adopted at the Meeting of the Township Council held on February 9, 2026 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

Anthony Rossi, Mayor

Township of Vernon

INTRODUCED: January 15, 2026

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Contino C.	X		X			
Ooms S.			X			
Rizzuto R.			X			
Sparta, B.		X	X			
Higgins W.			X			

ADOPTED:

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



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

MEMORANDUM

January 29, 2026

TO: Township Council
FROM: Kimberley Decker, LUB Administrator
SUBJECT: Review of Ordinance #26-02

Dear Township Council:

The Vernon Township Land Use Board held a public meeting hearing on the referral of Ordinance #26-02 on January 28, 2026 pursuant to N.J.S.A. 40:55D-64 of the Municipal Land Use Law, which requires referral of all land use ordinances to the municipal planning board for review and comment. The Land Use Board Reviewed Ordinance #26-02 pursuant to N.J.S.A. 40:55D-26 of the Municipal Land Use Law, which requires the Land Use Board to transmit a report to the Governing Body within 35 days of a referral of an ordinance for review. The Board's report shall include a review of the proposed development regulation for consistency with the municipal master plan along with any recommendations the Board may have respective to the ordinance. The Board's review and findings are as follows:

1. The Land Use Board finds Ordinance #26-02 to be consistent with the Township Master Plan.
2. The Land Use Board did not have any further comments or recommendations.

Thank you,
Kim

TOWNSHIP OF VERNON

ORDINANCE #26-03

ORDINANCE EXTENDING LEASE AGREEMENT BETWEEN THE VERNON TOWNSHIP BOARD OF EDUCATION AND THE TOWNSHIP OF VERNON, AND SUB-LEASE AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE DOG OWNERS GATHERING SOCIETY OF VERNON TOWNSHIP INC., FOR CERTAIN UNIMPROVED REAL PROPERTY IDENTIFIED ON THE OFFICIAL TAX MAPS OF THE TOWNSHIP OF VERNON AS BLOCK 308 Lot 2 (OLD Block 133 Lot 2.05)

WHEREAS, the Vernon Township Board of Education (“BOE”) is the owner of certain unimproved real property located at 669 Route 517, identified further on the official tax maps of the Township of Vernon (“Township”) as Block 308 Lot 2 (old Block 133, Lot 2.05) (the “Premises”); and

WHEREAS, pursuant to N.J.S.A. 18A:20-8.2(a), the BOE previously determined that the Premises is not necessary for school purposes but may, at some future time, be required for said purposes; and

WHEREAS, on November 1, 2009 the BOE and Township entered into a five (5) year lease agreement (“Lease”) for the Premises for the sole purpose of allowing the Township to sublet said Premises to the Dog Owners Gathering Society of Vernon Township, Inc. (“DOGS”); and

WHEREAS, DOGS is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, having a postal address of P.O. Box 221, Vernon, New Jersey; and

WHEREAS, on November 1, 2009 the Township and DOGS entered into a five (5) year sublease agreement (“Sublease”) for the Premises for use as a free, open-to-the-public, off-leash dog park operated and maintained by DOGS; and

WHEREAS, consideration for the Lease and Sublease was limited to the mutual promises and obligations contained in said Lease and Sublease, without additional monetary compensation; and

WHEREAS, on or about July 9, 2012 the Lease and Sublease were amended to allow the Township to use a portion of the Premises as a community garden available to Township residents on a first come, first served basis; and

WHEREAS, the Lease and Sublease, as amended, expired on October 31, 2014; and

WHEREAS, the parties extended the terms of the Lease and Sublease, as amended, for an additional five (5) year period through October 31, 2019 and again through October 31, 2025; and

WHEREAS the parties desire to extend the terms of the Lease and Sublease, as amended, for an additional one (1) year period ending on October 31, 2026; and

WHEREAS, there is an ongoing and continuous need for a dog park within the Township due to the increased number of dogs and dog owners residing within the Township; and

WHEREAS, the Township Council has determined that having a free, open-to-the-public, off-leash dog park will continue to benefit the residents of Vernon in that dog parks, in general, promote responsible pet ownership, give dogs a place to exercise safely thereby reducing barking and other problem behaviors, provide seniors and disabled owners with an accessible place to exercise their companions, and provide an area for community-building and socializing; and

WHEREAS, there is also an ongoing and continuous need for a public facility where gardeners may share and exchange ideas while producing healthy food for friends and family; and

WHEREAS, the Township Council has determined that having a community garden will continue to benefit the residents of Vernon in that it will provide a suitable gardening area to residents who do not have any at home, provide an area capable of growing healthy produce which can combat adult obesity and chronic illnesses, allow residents to connect with nature, create intergenerational connections between seniors and youths, foster community spirit and civic mindedness, and reduce costs otherwise spent on groceries; and

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-14(c) allows a municipality to lease property to a nonprofit corporation for a public purpose.

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

1. The Township is hereby authorized to extend the term of its November 1, 2009 Lease, as extended and amended, with the Vernon Township Board of Education for an additional

one (1) year term ending on October 31, 2026 subject to the remaining terms and conditions set forth in the Lease, as amended, which shall remain in full force and effect.

2. The Mayor is hereby authorized to execute the Amendment to Lease with the Vernon Township Board of Education, a copy of which is attached hereto as **Attachment A**.

3. The Township is hereby authorized to extend the term of its November 1, 2009 Sublease, as extended and amended, with the Dog Owners Gathering Society of Vernon Township, Inc. for an additional one (1) year term ending on October 31, 2026 subject to the remaining terms and conditions set forth in the Sublease, as amended, which shall remain in full force and effect.

4. The Mayor is hereby authorized to execute the Amendment to Sublease with the Dog Owners Gathering Society of Vernon Township, Inc., a copy of which is attached hereto as **Attachment B**.

5. Consideration for the extended terms shall be limited to the continuation of the mutual promises and obligations contained in the Lease and Sublease, as amended, without monetary compensation; and

6. The Township shall not be responsible for the operation and/or maintenance of the dog park or any costs associated therewith during the extended terms of the Lease and Sublease.

7. The Mayor and Business Administrator are hereby designated as the Township Officials responsible for the supervision of the Lease and Sublease, as amended.

8. Pursuant to N.J.S.A. 40A:12-14(c), The Dog Owners Gathering Society of Vernon Township, Inc. shall submit an annual report to the Mayor or Business Administrator which describes or contains the following:

- (i) the use to which the Premises was put during each year;
- (ii) the activities performed in furtherance of the public purpose for which the Sublease was granted;
- (iii) the approximate value or cost, if any, of such activities in furtherance of the such purpose; and
- (iv) an affirmation of the continued tax-exempt status of the nonprofit corporation or association pursuant to both State and federal law.

NOW, THEREFORE, BE IT FURTHER ORDAINED that this Ordinance shall take effect upon final adoption and publication pursuant to 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 January 15, 2026, and the same came up for final passage and was adopted at the Meeting of the Township Council held on February 9, 2026 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

Anthony Rossi, Mayor

Township of Vernon

INTRODUCED: January 15, 2026

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Contino C.		X	X			
Ooms S.			X			
Rizzuto R.			X			
Sparta, B.	X		X			
Higgins W.			X			

ADOPTED:

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

TOWNSHP OF VERNON

ORDINANCE #26-04

**AN ORDINANCE TO AMEND CHAPTER 250, ENTITLED,
“FEES AND ESCROWS” OF THE CODE OF THE
TOWNSHIP OF VERNON, SUSSEX COUNTY, NEW
JERSEY.**

WHEREAS, the Mayor and Township Council of the Township of Vernon has reviewed the Municipal Code regarding fees or pistol purchase permits and firearm carry permit applications and find that an amendment is necessary. Pursuant to N.J.S.A. 2C:58-4, applicants for a firearm carry permit are required to pay a \$200 fee, of which \$150 is paid to the municipality.

WHEREAS, to ease the financial burden, the Township of Vernon will offer a refund of \$150 for the municipal fee to eligible applicants.

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

SECTION 1. Chapter 250, entitled “Fees and Escrows”, Article II, “Fees and Escrows Enumerate”, Section 250-11, “Police”, subsection A, Nos. 13 and 17 only, are hereby amended and supplemented as follows:

“250-11. Police.

(13) Pistol purchase permit: \$25

(17) Firearm carry permit application municipal fee: \$150.00; eligible applicants who are approved for a firearm carry permit shall receive a full refund, in the amount of \$150, for this municipal fee upon approval of the Township of Vernon's Chief Financial Officer (CFO).

SECTION 2. These amended fees shall become effective upon adoption, retroactive to January 1, 2026.

SECTION 3. All other Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency.

SECTION 4. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 5. This Ordinance shall take effect upon its passage and publication according to 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 January 15, 2026, and the same came up for final passage and was adopted at the Meeting of the Township Council held on February 9, 2026 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

Anthony Rossi, Mayor

Township of Vernon

INTRODUCED: January 15, 2026

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Contino C.			X			
Ooms S.				X		
Rizzuto R.		X	X			
Sparta, B.	X		X			
Higgins W.			X			

ADOPTED:

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