

Township of Vernon

TOWNSHIP COUNCIL MEETING

JUNE 13, 2016

The Meeting of the Township Council of the Township of Vernon was convened at 7:30 p.m. on Monday June 13, 2016 in the Vernon Municipal Center, 21 Church Street, Vernon, New Jersey with Council President Dan Kadish presiding.

STATEMENT OF COMPLIANCE

Adequate notice of this meeting has been provided to the public and the press on January 5, 2016, and was posted on the bulletin board in the Municipal Building in accordance with the Open Public Meetings Act,
N.J.S.A. 10:4-7

ROLL CALL OF MEMBERS

Present were Council Members Jean Murphy, Sandra Ooms, Patrick Rizzuto, Dick Wetzel and Council President Dan Kadish. Also in attendance were Mayor Shortway, Administrator Charles Voelker, CFO Elke Yetter and Township Attorney John Ursin.

SALUTE TO THE FLAG

Council President Kadish led the assemblage of the flag.

Council President Kadish asked for a motion to move Item #9 to here in the agenda.

MOTION: Jean Murphy

SECOND: Sandra Ooms

All in Favor

AUDITOR PRESENTATION OF 2015 MUNICIPAL AUDIT

Auditor Man Li thanked all of the employees at Vernon Township and especially CFO Elke Yetter for all of their help preparing for the Audit report. Ms. Li discussed the balance sheet of the current fund. The Township's total assets are \$16.1 million which includes \$4.2 million in cash. Vernon had \$11.4 million in receivables which was offset by reserves. Ms. Li stated that there was \$360,000 in special emergency authorization which includes \$200,000 for storm damages for Lee and Irene and the balance of \$160,000 was raised by taxes. Ms. Li explained the following page titled Liabilities which includes \$13.0 million liabilities, \$2.5 million, \$11.4 reserve for receivables and \$2.1 fund balance.

Ms. Li said next page was the standard operating procedures and change in fund balance. Vernon in 2015 started fund balance with \$2.78 million, raised \$730,000 and used \$1.4 million causing balance to go down \$670,000. Ms. Li stated that Vernon needs to be careful in planning the budget because you want to generate increase for fund balance and not draw down every year. Ms. Li asked if Council had any questions of which there were none.

Ms. Li discussed page 5 of the Audit which is Township's long term debt. As of December 31, 2015, the debt balance was \$30.5 million and the Township is allowed to borrow up to \$86 million, a 31/2% valuation leaving a remaining borrowing power of \$55 million. Ms. Li continued on page 18 is a chart of collection of taxes which was 96% and is steady. She added that on page 22 is a recap of the unemployment trust accounts and Vernon has done a good job at keeping it replenished. Ms. Li stated the Recommendation for Vernon is a segregation of duties which is difficult because of lack of extra staff which becomes a matter of cost/benefit analysis.

Council Member Rizzuto asked if any current expenses are funded by bonded indebtedness? Ms. Li answered that all borrowing is in the general capital improvement fund except for the Special Emergency Notes due to Storm damage. Council Member Rizzuto asked if any of the trust accounts were accessed inappropriately of which Ms. Li said not that the Auditors had found. Ms. Li explained the purpose of the audit is to give an opinion that the financial statements are fairly stated by checking internal controls by testing purchase orders, receipts, and deposits.

APPROVAL AND ACCEPTANCE OF THE ANNUAL AUDIT

Council President Kadish asked for a motion to adopt Resolutions #16-158 and #16-159.

MOTION: Patrick Rizzuto

SECOND: Jean Murphy

A roll call was taken:

AYES: Jean Murphy, Sandra Ooms, Patrick Rizzuto, Dick Wetzel, Dan Kadish

NAYES:

ABSTAIN:

ABSENT:

Motion carried to adopt Resolutions #16-158 and #16-159.

RESOLUTION #16-158

2015 ANNUAL AUDIT

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2015 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations," as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Vernon, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

RESOLUTION #16-159

CORRECTIVE ACTION PLAN 2015 AUDIT

WHEREAS, the 2015 Annual Audit Report was delivered in June 2015 and regulations promulgated by the Local Fiscal Affairs Law, N.J.S.A. 40A:5 requires that the Chief Financial Officer prepare a Corrective Action Plan covering all findings and recommendations in the audit report; and

WHEREAS, N.J.S.A. 40A:5 further requires approval of the Corrective Action Plan within 60 days of audit receipt by the Township Council;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Vernon that the Corrective Action Plan for the 2015 Annual Audit Report prepared by the Township Chief Financial Officer and attached hereto as “Appendix A” be approved.

APPENDIX “A”
TOWNSHIP OF VERNON

Corrective Action Plan for the 2015 Audit Report

1. Findings:

The various departments/offices of the Township are responsible for the issuance of permits and licenses; collection of taxes, utility charges, and permit and license fees; and recording of collections.

Recommendation:

Adequate segregation of duties be maintained with respect to the recording and treasury functions.

Corrective Action:

The Township has reviewed the Cost/Benefit of having a separate Cashier function, where residents would have to go to make payments. At this time, the benefits and logistics of having a central cashier do not outweigh the costs. Budget constraints do not allow the hiring of additional employees to ensure that each employee have a separate duty, however management intends to cross-train more employees to allow for more segregation of duties.

Implementation Date: Winter 2016

Council Member Rizzuto asked if it was a request of a Council Member to have a police officer present in the Council Chambers for the Meeting and states he objects to their presence.

ORDINANCE 16-16

Council President Kadish asked for a motion to change agenda to move Ordinance#16-16 up in agenda.

MOTION: Jean Murphy
SECOND: Sandra Ooms

A roll call was taken:

AYES: Jean Murphy, Sandra Ooms, Dick Wetzel, Dan Kadish
NAYES: Patrick Rizzuto
ABSTAIN: None
ABSENT: None

The motion was approved to move Ordinance #16-16 in the agenda.

PUBLIC HEARING/2ND READING OF ORDINANCES

Council President Kadish read Ordinance #16-16 by title only:

Ordinance #16-16: An Ordinance Deleting Sections 5-84 to 5-89 of The Code Of The Township Of Vernon Regarding The Environmental Commission

Council President Kadish asked for a motion to open public hearing for Ordinance #16-16.

MOTION: Jean Murphy
SECOND: Sandra Ooms

A roll call was taken:

AYES: Jean Murphy, Sandra Ooms, Patrick Rizzuto, Dick Wetzel, Dan Kadish
NAYES: None
ABSTAIN: None
ABSENT: None

Public Hearing for Ordinance#16-16 opened.

Gary Martinsen, stated he doesn't agree with this Ordinance and is concerned it is about the people on the Environmental Commission (EC) rather than the need for the Commission. Mr. Martinsen added that the Council has previously discussed Rice Notice for one of the members, changing the appointment dates and now this Ordinance which in his opinion looks very hostile. Mr. Martinsen feels the EC has done great things in the past and it should continue, and Council should wait until terms are up at end of year and change appointees.

Diane Wexler, stated she started a letter writing campaign and read a letter to the Council from the Sierra Club in favor of keeping the Vernon Environmental Commission because they can address the concerns of residents and protect the environment. Ms. Wexler added the Commission can get grants, clean streams and maintain water resources for future generations. Ms. Wexler continued that as a member of the Land use Board, this Council's actions are turning new businesses and applications away from Vernon.

Russ Lane, from Sustainable Warwick read a letter from the Chairman of Sustainable Warwick which supported the contributions of the Environmental Commission and more importantly the contributions they will make in the future. Mr. Lane added the Environment Commission supports sustainability and protection of the local community with a focus on energy conservation and fracking pipelines and pleaded the Council work through the current difficulties or everything the Environmental Commission worked on would be lost.

Rich Carson, requested the Council proceed wisely as the Environmental Commission is a layer of protection for the Town and the Council as an advisory commission to Township applications and events. Mr. Carson added the long term effects could be detrimental and stated he felt the Greenway Action Advisory Committee could co-exist to handle the various duties and responsibilities. Mr. Carson opined that every member on the Environmental Commission brings expertise in reviewing the applications and how it affects the community.

Brian Lynch, commented that the Towns Council has been making decisions not favorable to the Township, like not approving the new Mayor's choice of township attorney, selling the building where Historical Society is located. Mr. Lynch added that as an elected official you do not get to change the existing members on the volunteer boards & committees until their term is up and must do best to work together for what is best for the Township. He added that elected officials will get their chance to make their appointments but shouldn't get a head of themselves and getting rid of the Environmental Commission is not something to be proud of.

Doreen Edwards, commented that there is a difference between state statutes that committees and commissions abide by and it is a shame and would like to know which council member initiated the deletion of the Environmental Commission. Ms. Edwards stressed the EC is made up of volunteers, has a very small budget and performs many important duties like being a liaison to the Land Use Board, doing site visits, and resolving environmental issues. Ms. Edwards opined that this is deplorable and is sorry it has come to this.

Vic Marotta, Glenwood read a letter from Chief Dwayne C. Perry, Lenni Lenape stating that Vernon Township is perhaps the most diverse and cultural sensitive part of New Jersey and asked who will be protecting the earth, insuring the integrity of the cultural riches below surface if the Environmental Commission doesn't exist. He added that Vernon could be called beautiful through preservation and care which the Environmental Commission has spent 1000's of hours and they don't deserve condemnation. Mr. Marotta continued that with all the destruction and danger that the pipeline brought, with numbing duplicity safety records, allow the continuation of the Environmental Commission know that the Council knows of the destruction and concerns.

Elliot Rude, member of the Highlands Coalition who has 84 current members who protect water and natural resources of the Highlands region. Mr. Rude commented that Vernon Township has an Environmental Commission with very dedicated members who have performed many services as an advisory board and advocate a position that may be a conflict to the council. Mr. Rude felt it is very valuable to consider other points of views in this community and stressed the heavy price you pay by dismissing the views.

Susan Williams, Sparta Chair of the Skylands Sierra Club felt that this board clearly has an issue with personality of the Environmental Commission members and added that the Vernon Environmental Commission as the first to back the Sierra Club when they starting working on the Sparta Mountain Logging issue. Ms. Williams added the Environmental Commission is so important as an advisory group in creating awareness of issues like the pipeline damage and fracking waste. Ms. Williams

commented that the Council calls this group too activist, which Ms. Williams feels it should be to help protect the water, land and air from pollution and asked the Council to reconsider.

Gabe Pfeiffer, Association of NJ Environmental Commission, read the organization's mission statement which is to achieve sustainability use of New Jersey's natural resources and protect the environmental health through leadership, education, advocating policies and supporting Environmental Commission officials throughout the state. Mr. Pfeiffer explains the enabling statutes for creating Environmental Commission's used language which makes it difficult to remove commissioners to protect from unwarranted political attacks. Mr. Pfeiffer added the Environmental Commission's recommendation is advisory in nature and poses no threat and can be ignored should Council not agree. He added that it is composed of town volunteers to protect and conserve environmental resources and foster sustainability. Mr. Pfeiffer commented the Commission makes a difference in the quality of life through education and advising local boards of any concerns and reviewing the town's master plan. The Vernon Environmental Commission has an excellent Natural Resource Inventory with much Open Space and farmland and also saves tax dollars as unpaid environmental consultants. Mr. Pfeiffer reviewed a year of minutes from the Vernon Environmental Commission and listed what they worked on: Stream Cleaning, Earthfest, Bear Baiting, National Winter Activity Center, Sparta Mtn. Logging, Gypsy Moth Spraying, NJDEP Wetlands, Land Use Applications, Open Space Farmland Preservation, Wastewater Management Plan, Mosquito control, Forestry Grant. Mr. Pfeiffer stressed the Vernon Environmental Commission has given 32 years of service and helped make Vernon a better place and ANJEC urges you to vote no and to continue support for your highly functional Environmental Commission.

Marvin (inaudible), Newton commented from his personal experiences that everyone needs to listen to other opinions because people in all areas disagree and added the Environmental Commission doesn't have power and could be right and asks what is the Council afraid of?

Sylvia Opresnik, Sparta encouraged the Council to have an open mind and thinks it is wrong if this Ordinance is passed for the environment and the people of Vernon and added that they have taken an oath to serve the people not your own personal interests. Ms. Opresnik says that passion is what Vernon has in Environmental Commission as volunteers are committed for all of Vernon and its future and doesn't want to see Vernon added to the list of communities with no Environmental Commission. Ms. Opresnik referred to quote in newspaper that it is about saving money but she opined that it will cost town more and asks Council to remember oath they took is to serve people not personal interests for a better future.

Christa Geary, Vernon feels that everyone should be tolerant of other different opinions and desires and all should be encouraged to look for good in others to affect change. Ms. Geary thanked Mayor Shortway to not lose composure even under the current circumstances and felt it is important to have an Environmental Commission for the greater good. Ms. Geary also commented that former Environmental Commission member Barrie Beaver is ill and we should keep him in our prayers.

Brian Clarcken, stated Council Member Murphy sold his family their house in Vernon which was environmentally friendly coming from a city and has very good school. Mr. Clarcken stated that out of the 545 municipalities in NJ, 370 have Environmental Commissions and notes that Vernon's seal promotes outdoor recreation and urges Council when they vote to remember why families come to Vernon.

Beverly Ann Budz, Chair of Vernon Environmental Commission, read letter from Marianne Reilly who was 1st chairwoman of the Vernon Environmental Commission stressing the important benefits and value for protection and the Commission's importance in reviewing development applications as noted in the Municipal Land Use Law. Ms. Budz questioned if this ordinance is in the best interest of residents and is saddened that political differences will affect the protection of land, air and water in Vernon. Ms. Budz stated she has been an Environmental activist for 20 years and is proud of all of the members of the Vernon Environmental Commission who watch over Vernon and gave countless hours. Ms. Budz questioned what is motive to destroy Environmental Commission that serves only to protect Vernon residents and asks Council if they have decency to explain to the taxpayers why.

Marika, Glenwood asked the Council why is the Environmental Commission being disbanded. She further asked is it legal for Council not to answer? Council President Kadish states he was 1st Council Member to visit pipeline damage and believes in Open Space and Farmland Preservation.

Dale Disney, Vernon Environmental Commission member stated that only one of the current council members has attended the Environmental Commission meeting and wished they would discuss and notes he opposes this ordinance.

Jessi Paladini, asks Council President Kadish that he said the Environmental Commission is being disbanded because it is a legal issue. Council President Kadish answered yes in his opinion.

Council President Kadish asked for a motion to close the Public Hearing for Ordinance #16-16.

MOTION: Jean Murphy
SECOND: Sandra Ooms
All members present were in favor.

Council President Kadish asked for a motion to adopt Ordinance #16-16

MOTION: Jean Murphy
SECOND: Sandra Ooms

Council Member Rizzuto stated he fears Vernon is going to find ourselves regretting the action and it will come back to haunt us as the Environmental Commission serves a valuable purpose and provides Council information to base decisions based on their research. He added it is terrible oversight to abolish the Commission as certainly the Mayor as a choice to appoint new members in seven months.

Council Member Wetzel commented as John Payne said 'these times are what try men's souls' and agrees this is not against the Environmental Commission but with the current members. He added the members volunteer their time for the benefit of all and to disband would be to punish everybody and there will be great harm after the fine work they have done.

Council Member Ooms stated the public is assuming the decision is personable. She stated the Mayor wishes to go in another direction and try something new and with change comes reassessment and Council will have to monitor, and revisit if needed. She added that Council does not respond to public during the hearing and saves comments for the appropriate time.

Council Member Murphy appreciated the young resident coming forward praising reasons why people move to Vernon and adds the Mayor did entertain the idea of keeping the Environmental Commission and the Greenway Action Advisory Committee to see how both perform.

Council President Kadish asked for a motion to take a recess at 8:52 p.m. due to members of public yelling out of order.

MOTION: Sandra Ooms
SECOND: Jean Murphy
All members voted in favor.

Council President Kadish asked for a motion to re-open the meeting at 9:02 p.m..

MOTION: Jean Murphy
SECOND: Sandra Ooms

A roll call was taken:

AYES: Jean Murphy, Sandra Ooms, Patrick Rizzuto, Dick Wetzel, Dan Kadish
NAYES: None
ABSTAIN: None
ABSENT: None

Council President Kadish asked for a motion to adopt Ordinance #16-16.

MOTION: Jean Murphy
SECOND: Sandra Ooms

A roll call vote was taken:

AYES: Jean Murphy, Sandra Ooms, Dan Kadish
NAYES: Patrick Rizzuto, Dick Wetzel
ABSTAIN: None
ABSENT: None

Motion carried to adopt Ordinance#16-16

PUBLIC COMMENTS

Council President Kadish asked for a motion to open the meeting for Public Comments.

MOTION: Jean Murphy

SECOND: Sandra Ooms
All members were in favor.

Bill Benneyan, Mountain Creek gave a summary of last year when Mountain Creek was sold and commented the new ownership is a family organization who is working on rebuilding the vision and direction that preserves the natural outdoor recreation. Mr. Benneyan added the Resolution #160-60 is a critical issue to Mountain Creek and the town and respectfully waited until the new administration had time to adjust and adds no applications have yet been made but would like to discuss plans. He added that on June 28, 2016, at the Red Tail Lodge, Mountain Creek will be hosting an Open House, an informal presentation on the various ideas and projects being planned which may weigh in on how the Council weighs in. Mr. Benneyan stated he has shared with Mayor, Council and VTMUA some plans which are reflected on maps on display tonight with some differences.

Mr. Benneyan said it would be beneficial to all to have a work session because it is difficult to move forward and make investments until Sewer Service area map expansion is approved and all current obligations with SCMUA are weighed. He added that Mountain Creek is confident that they can meet the obligations of 166,000 gallons in early 2020's by combination of projects should the area be expanded. The map does have some distortions as Hamburg Mountain is totally colored in the area but only a small portion would in fact be of interest for improvements. Mr. Benneyan comments that he is available for the council should they have any further questions on this subject.

Council Member Murphy asked what time the Open House started to which Mr. Benneyan answered he is not sure but it will be published shortly.

Jessi Paladini, [REDACTED] questioned if Ordinance #16-17 is in fact the former Sally Rinker swampland on Maple Grange Road. Council President Kadish answered in the affirmative. Ms. Paladini commented that the parcel is the same one that Jean Murphy was the realtor for Sally Rinker and tried to get former Environmental Commission members to recommend to Council to purchase. She added that the first property the Greenway Action Advisory Committee recommends the Township to purchase is Sally Rinker's swampland.

Beverly Budz, commented, in 2011 former Mayor Rinker and Realtor Jean Murphy met her at the diner about the property of Block 92 Lot 2, and Ms. Rinker said she was going to lose it to the bank. Ms. Budz claimed that Mayor Rinker was going to appoint her to the Environmental Commission so she could recommend to Council to purchase it. Ms. Budz stated at her first Environmental Commission meeting she didn't know how to present the property and realized that Jean Murphy would profit off of the Mayor's sale. Ms. Budz questioned what the legal term to gain something in lieu of a sale and said she would report to the newspapers any wrongdoing and directed to Council Member Murphy that her hands were dirty as she judges others.

Sylvia Opresnik, Sparta comments that Council President Kadish said he is for the environment but voted to disband the Environmental Commission. Ms. Opresnik opined that the Councilwoman are not thinking with their hearts and have ulterior motives but thanks Council Members Rizzuto and Wetzel for they really care about the residents and future of Vernon. Ms. Opresnik quotes an Indian Cree 'when the last tree is cut, when the last fish is eaten, when the last stream is poisoned, man will realize you cannot eat money'.

Rich Carson, Highland Lakes, has a recommendation for the Township's parking issue on Route 517 for visitors on the Appalachian Trail. Mr. Carson performed an informal experiment noting speed limits going north and south on Rt. 517 towards the trail and found that going northbound because of the many turns in the road; drivers have limited time before they reach the Appalachian Trail. Mr. Carson suggests grooves to slow traffic be installed going northbound to notify drivers prior to reaching the Appalachian Trail so accidents are prevented

Sean Clarcken, questioned how was the price for the parcel that the Township is proposing to purchase was calculated since it is an unbuildable lot. Council Member Murphy states that the property is a buildable lot but already has an easement for the bike path and will be used as a botanical garden. She added that the Land Conservancy has guaranteed \$35,000 and we have applied for \$35,000 from the County Open Space Program so we would only have to fund incidentals approximately \$13,000. Mr. Clarcken stated comps should be done and the property is swampland which should be better negotiated. Council President Kadish stated the bank had it appraised and was negotiated by a Township Attorney, Rich Wenner. Mr. Clarcken added that the property was listed for \$129,000 for over 1000 days and no one bought it, and strongly urges Council to renegotiate.

Vic Marotta, stated in May of 2011, the former Mayor Sally Rinker owed the town \$60,000 in back taxes which she obtained from Sussex Bank for sale of this property, and adds the real \$ is to offset the

cost the bank paid and remunerate the bank. Mr. Marotta asked why did we need a conflict attorney to negotiate this purchase. Mr. Ursin stated it is because John Ursin, the Township Attorney, is a director at the Sussex Bank so he couldn't address this property. Mr. Marotta added he thinks the town is making a big mistake.

Doreen Edwards, commented that it doesn't matter how much it costs but that it is the wrong attitude to spend money, come what may, a cavalier attitude.

Dale Disney opined that the Council planned the purchase of the parcel using Open Space funds even before the Environmental Commission was disbanded.

Gary Martinsen, comments that Res #16-160 is reworded from the original one but feels there are still mistakes and suggests to Council to table until information he has may be presented. Mr. Martinsen agreed that Vernon needs more ratables but expansion should not be done to fill the shortfall; the NJDEP states a utility does not lower rates by increasing users. He added that Mr. Benneyan from Mountain Creek was here years ago with many plans for a new waterpark, but that was never done, Main Street, nothing there, Church Street, nothing there. Mr. Martinsen commented that many councils keep expanding the sewer, but there are no guarantees and it is the little people that get hurt. He repeated what Council Member Rizzuto said that the MUA does not need this Resolution to do an exploration but the Resolution now say to grant permission to make amendment is different and feels it is wrong.

Mary Dugan, [REDACTED] resident for 11 years and stated Lake Wallkill Road was in need of repair then and now is in major disrepair and very dangerous. She added the shoulder is disintegrated causing drivers to ride in center of road making driving home every day dangerous. Ms. Dugan also states that Sammis Road, which is traveled by 1000's of children every day to and from school, is in need of repair putting them at risk. She adds that the Municipal Building roof leaks into the offices making employees cover their desks nightly to prevent ceiling tile collapses and use garbage cans to catch the dripping water. Ms. Dugan commented the fire suppression system in municipal building has not been functioning in years and the elevator is out of order making the upstairs inaccessible for the senior citizens. Ms. Dugan added the 911 system is outdated and is required for responding to emergency services and urged Council to pass Ordinance #16-15 for the safety and wellbeing of the residents, employees and all of our emergency responders who live, work, and serve Vernon Township.

CLOSED TO PUBLIC COMMENTS

Seeing no more members of the public wishing to speak Council President Kadish asked for a motion to close the public portion of the meeting.

MOTION: Jean Murphy

SECOND: Sandra Ooms

All Members were in favor

MAYOR'S REPORT

- In Mayor Shortway's absence, Business Administrator Charles Voelker presented the Mayor's report. Mr. Voelker stated the Township met with many officials regarding the issue of the Appalachian Trail parking problems and the County plans on addressing the additional signage needs, warning signs for the safety of the residents. He added the NJDEP will likely be able to assist the Township by adding a porta-john at the trail head and kiosk to direct people how to proceed.
- Mr. Voelker stated the Greenway Action Advisory Committee in its first 5 months of existence has submitted an application to Sustainable NJ for a grant of \$10,000 to update the Township Natural Resource Inventory(NRI) because it has not been done since 2004. Mr. Voelker explained the Township will purchase the Wisteria property to preserve for Open Space to extend the greenway and make a botanical garden. Vernon Township estimates the cost from Township funds to be \$13,000 after receiving grant funds from the Land Conservancy and from the County Open Space Program. Mr. Voelker stated the Gypsy Moth Aerial Suppression Spraying Program was completed successfully in a timely fashion.
- Mr. Voelker offered sincere appreciation to Bill Shapiro, Kelli Mitchell and the members of the Recreation Board and the Beautification Committee for the festive decorations on Church Street for the Memorial Day Parade. Mr. Voelker offered thanks to Council Member Ooms and Mayor Shortway and the DPW for the patriotic atmosphere near the Municipal Building to honor our fallen heroes and especially thanked all veterans for their service and support.

APPROVAL OF MINUTES

It was moved and seconded as noted below to approve the following minutes all together:

Special Meeting Minutes of March 21, 2016
Regular Meeting Minutes of March 28, 2016
Executive Session Minutes of April 11, 2016
Regular Meeting Minutes of April 11, 2016

MOVED: Sandra Ooms
SECONDED: Jean Murphy

A roll call was taken:

AYES: Jean Murphy, Sandra Ooms, Patrick Rizzuto, Dick Wetzel, Dan Kadish
NAYES: None
ABSTAIN: None
ABSENT: None
Motion carried to approve minutes

Council President Kadish asked for a motion to close the meeting for a minor recess at 9:47 p.m..

MOTION: Patrick Rizzuto
SECOND: Sandra Ooms
All members voted in favor.

Council President Kadish asked for a motion to open the meeting from the brief recess at 9:50 p.m..

MOTION: Jean Murphy
SECOND: Sandra Ooms
All members voted in favor.

CONSENT AGENDA

Council President Kadish gave a brief explanation of Resolutions #16-145-#16-157
Council President Kadish asked for a motion to adopt Resolutions #16-145-#16-157

Council Member Rizzuto requested to separate Resolution 16-145, 16-146, 16-157
MOVED: Patrick Rizzuto
SECONDED: Jean Murphy

A roll call was taken:

AYES: Jean Murphy, Sandra Ooms, Patrick Rizzuto, Dick Wetzel, Dan Kadish
NAYES: None
ABSTAIN: None
ABSENT: None

Motion to adopt Resolutions #16-147-#16-156 with the removal of #16-145, #16-146 and #16-157.

RESOLUTION 16-147

AUTHORIZING PLACEMENT OF SIGNS IN VARIOUS LOCATIONS-Highland Lakes

WHEREAS, The Highland Lakes Goodwill Fund Committee has requested permission from the Township Council to place 7 signs in front of various businesses and homes in town to advertise their Community Garage Sale and

WHEREAS Highland Lakes Goodwill Fund Committee has requested to place the signs from July 8, 2016 through July 17, 2016 and the signs will be 10" x 12" thereafter they will promptly remove them; and

WHEREAS, the Township Code Enforcement Officer has advised that pursuant to the Vernon Township Code 330-180 that the placing of multiple signs of this size and character requires permission of the Council for their placement.

NOW THEREFORE BE IT RESOLVED, by the Council of the Township of Vernon that the Highland Lakes Goodwill Committee is granted permission to place 7 signs, as described above, at various businesses and homes, from July 8 , 2016 to July 17, 2016, in association with the Community Garage Sale , provided all other requirements of Township Code 330-180 are followed.

RESOLUTION #16-148

**RESOLUTION AUTHORIZING FIREWORKS TO BE DISPLAYED ON JULY 2, 2016,
WITHIN THE TOWNSHIP OF VERNON**

WHEREAS, N.J.S.A.21:3-1et seq. Explosive and Fireworks, provides that a Municipal Governing Body must authorize the display of fireworks within its boundaries as a pre-condition to such display in accordance with the New Jersey Fire Prevention Code; and

WHEREAS, Tall Timbers Property Owners Association has submitted an application to Vernon Township to conduct a fireworks display on July 2, 2016 with an open rain date; and

WHEREAS, the proposed fireworks display will take place at 100 Tall Timbers Road at approximately 8:45 pm (dusk); and

WHEREAS, the Tall Timbers Property Owners Association has engaged in a contract with Garden State Fireworks, Inc., to perform the private fireworks and special effects display and has provided the required certificate of liability insurance.

NOW THEREFORE BE IT RESOLVED, that the Council of the Township of Vernon, in the County of Sussex, hereby authorizes the fireworks display, performed by Garden State Fireworks, Inc. and sponsored by the Tall Timbers Property Owners Association on July 2, 2016, with an open rain date, upon satisfaction of all statutory and departmental requirements.

RESOLUTION #16-149

**CHAPTER 159 RESOLUTION REQUESTING APPROVAL OF REVENUE AND
APPROPRIATION AMENDING THE 2016 BUDGET AS A REVENUE AND
APPROPRIATION OF \$3,323.73**

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

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

WHEREAS, the Township has been awarded a \$3,323.73 Municipal Court Alcohol Education Rehabilitation and Enforcement Fund from the New Jersey Courts; and wishes to amend its 2016 budget for this amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Vernon hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2016 in the sum of \$3,323.73 which is now available as a revenue from the New Jersey Courts and;

BE IT FURTHER RESOLVED that a like sum of \$3,323.73 is hereby appropriated under the caption Alcohol Ed Rehab Fund Grant.

RESOLUTION #16-150

AUTHORIZING THE APPLICATION FOR NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES GRANT

WHEREAS, the Township of Vernon desires to apply for and obtain a grant from the New Jersey Department of Community Affairs, for approximately \$14,400.00 State share with \$3,600.00 local share for a total contract of \$18,000.00 for 2016/2017 to provide therapeutic horse back riding recreational opportunities for people with disabilities.

BE IT THEREFORE RESOLVED, that the Township of Vernon does hereby authorize the application for such a grant; and upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of the agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of such funds pursuant to the terms of said Agreement between the Township of Vernon and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the persons whose names, titles and signatures appear below are authorized to sign the application, the agreement and any other documents necessary in connection therewith:

RESOLUTION #16-151

REFUND FOR OVERPAYMENT OF TAXES (Block 192.06 Lot 2

BE IT RESOLVED, that the Council of the Township of Vernon authorizes the Tax Collector to refund the amount of \$966.28, representing an overpayment of 2nd quarter 2016 property taxes for Block 192.06 Lot 2, also known as [REDACTED], paid by Guardian Title Services, 187 Washington Ave., Ste. 2G, Nutley, NJ 07110

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

CERTIFICATION: I hereby certify that the above Resolution is a true copy of the Resolution adopted by the Township Council of the Township of Vernon at their Regular Meeting held on June 13, 2016 at 7:30 PM in the Vernon Municipal Center.

RESOLUTION #16-152

REFUND FOR OVERPAYMENT OF TAXES Block 192.03 Lot 1 Qual. C13.6

BE IT RESOLVED, the Council of the Township of Vernon authorizes the Tax Collector to refund the amount of \$1,216.41, representing an overpayment of 4th quarter 2015 property taxes for Block 192.03 Lot 1 Qual. C13.6, also known as [REDACTED], paid by Wells Fargo RE Tax Services, 1 Home Campus MAC F2302-035, Des Moines, IA 50328

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

CERTIFICATION: I hereby certify that the above Resolution is a true copy of the Resolution adopted by the Township Council of the Township of Vernon at their Regular Meeting held on June 13, 2016 at 7:30 PM in the Vernon Municipal Center.

RESOLUTION #16-153

**ESTABLISHING YEAR END PENALTY
FOR DELINQUENT PROPERTY TAXES AND ASSESSMENTS**

WHEREAS, N.J.S.A. 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for nonpayment of taxes or assessments subject to any abatement or discount for the late payment of taxes as provided by law; and

WHEREAS, the Council has established in Resolution #16-06 certain rates of interest for delinquent taxes to be assessed on such delinquencies; and

WHEREAS, N.J.S.A. 54:4-67 has been amended to provide an additional penalty of up to six percent (6%) on delinquent taxes and all municipal charges in excess of \$10,000.00 that are not paid prior to the end of the fiscal year; and

WHEREAS, this resolution is necessary for efficient and uninterrupted operations of the business of the Tax Collector.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Vernon, County of Sussex, New Jersey, that pursuant to N.J.S.A 54:4-67, there is hereby assessed a six percent (6%) penalty on delinquent tax accounts in excess of the sum of \$10,000.00 if a taxpayer shall fail to make payment in full on the delinquent amount prior to the end of the calendar year in which such taxes shall have accrued and been assessed.

RESOLUTION 16-154

**RESOLUTION TO SUPPORT SUSSEX COUNTY C.L.E.A.R PROGRAM-
COMMUNITY LAW ENFORCEMENT ADDICTION RECOVERY**

WHEREAS, it is well-established that drug use and addiction is a major problem that impacts all of us on multiple levels; individuals, families and communities bear the many ill- effects that it has on our safety, health and the economy; and

WHEREAS, the alarming reality of the heroin/opiate epidemic, in particular, has created an urgent need to work together to reverse these trends; and

WHEREAS, one in three people are affected by substance use disorders, no matter their occupation, income level, race or community status; and

WHEREAS, in 2015 there were 25 overdose deaths in Sussex County due to heroin, prescription medications and illicit substances, as well as 44 overdoses where Narcan was used to revive a person; and

WHEREAS, we recognize that for any anti-drug program to be effective, strong enforcement must be supported by an effort to reduce the demand for illegal substances and this is best accomplished through continued prevention education along with improved access to treatment and recovery support;

NOW, THEREFORE BE IT RESOLVED, by the Council of the Township of Vernon, that we do hereby resolve our community's support of the Sussex County C.L.E.A.R. — Community Law Enforcement Addiction Recovery program, whose mission it is to form a collaborative network of professionals in our community who will facilitate medical intervention, improved access to treatment and recovery support for those struggling with drug addiction who seek assistance, without fear of arrest or prosecution, in order to make a positive difference in the quality of life for individuals, families and our entire community; and

BE IT FURTHER RESOLVED, that the Council of the Township of Vernon urges other Sussex County Municipalities to similarly adopt resolutions in support of the Sussex County C.L.E.A.R Program and for individuals to visit www.clearno2ram.org to learn more and join in support of this important community program.

RESOLUTION #16-155

**AUTHORIZING THE MAYOR AND CLERK OF THE TOWNSHIP OF VERNON TO SIGN
AN AMENDMENT TO THE CONTRACT BETWEEN DELTA DENTAL AND THE
TOWNSHIP OF VERNON**

WHEREAS, the Township of Vernon ("Township") has a need to acquire dental insurance for its employees; and

WHEREAS, the Township desires to amend the contract between the Township and Delta Dental; and

WHEREAS, Delta Dental had submitted an amendment to the contract, for the provision of said Extraordinary Unspecified services for the period effective March 1, 2016 through December 31, 2016; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5 the New Jersey Local Pay-to-Play Law and pursuant to N.J.S.A. 40A:11-5(1)(a)(1) of the New Jersey Local Public Contracts Law, the Township may amend said Agreement without public bidding provided all reporting requirements have been met; and

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

1. The Mayor and Clerk of the Township of Vernon is hereby authorized to sign the amendment to the Delta Dental contract effective March 1, 2016 through December 31, 2016.
2. This Resolution shall take effect immediately upon passage in accordance with law.

RESOLUTION #16-156

REFUND FOR OVERPAYMENT OF TAXES Block 260.16 Lot 9.01

BE IT RESOLVED, the Council of the Township of Vernon authorizes the Tax Collector to refund the amount of \$1033.74, representing an overpayment of 2nd quarter 2016 property taxes for Block 260.16 Lot 9.01, also known as [REDACTED], paid by Corelogic, One Corelogic Drive, Bldg 1, Westlake, TX 76262.

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

RESOLUTIONS REQUIRING SEPARATE ACTION

RESOLUTION 16-145

Council President Kadish asked for a motion to approve Resolution #16-145.

MOTION: Jean Murphy
SECOND: Sandra Ooms

A roll call was taken:

AYES: Jean Murphy, Sandra Ooms, Dick Wetzels, Dan Kadish
NAYES: Patrick Rizzuto
ABSTAIN: None
ABSENT: None

Motion carried to approve Resolution #16-145.

RESOLUTION #16-145

**AUTHORIZING THE AWARD OF CONTRACT
FOR PROFESSIONAL SERVICES (Conflict Attorney-MUA Matters)**

WHEREAS, there is a need for Professional Services to the Township of Vernon for Attorneys; and

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

WHEREAS, said specified professional services are to be rendered or performed by a person or persons authorized by law to practice a recognized profession, and whose practice is regulated by law within the meaning of N.J.S.A. 40A:11-1 et seq., as amended; and

WHEREAS, the performance of said professional services requires knowledge of an advanced field of learning acquired by a prolonged formal course of specialized training and study as distinguished from general academic instruction or apprenticeship and training; and

WHEREAS, the Township of Vernon is desirous to enter into an agreement with these professionals as a fair and open contract pursuant to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., as amended; and

WHEREAS, the Chief Finance Officer has certified in writing that the value of the contracts are available for these purposes subject to the adoption of the 2016 Municipal Budget; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq., as amended, requires that this Resolution be publicly advertised.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Vernon that they hereby authorize and approve the award of contracts of a Professional Service Contract pursuant to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:20-1 et seq. to provide Services in accordance with the attached Contracts for Professional Services pursuant to a non-fair and open contract to the following:

1. Conflict Attorney(MUA matters): Doug Steinhardt, Esq. of Florio Perrucci Steinhardt & Fader

BE IT FURTHER RESOLVED, that the award of contract shall be contingent upon the completion and receipt of the following:

- (a) A fully-executed professional services contract detailing the scope of services, established fees for said professional services, mandatory Equal Opportunity Language and Affirmative Action Certificate; and
- (b) Receipt of all statutorily mandated “pay to play” political contribution forms pursuant to N.J.S.A. 19:44A-20.4 et seq.; and
- (c) New Jersey Business Registration Certificate; and
- (d) Upon the aforementioned professional being a member in good standing in his respective profession.

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk are hereby authorized and directed to execute, seal and deliver the attached Contracts for Professional Services on behalf of and in the name of the Township of Vernon and that the Municipal Clerk shall publish the award of contract as required by law with ten (10) days of passage of this Resolution.

RESOLUTION 16-146

Council President Kadish asked for a motion to approve Resolution #16-146.

MOTION: Jean Murphy
SECOND: Sandra Ooms

Council Member Rizzuto questioned why do we need to review the sewer contracts because it is the same exercise and asks what the Council hopes to gain. Council President Kadish answers this will provide an independent study of the issues. Council Member Rizzuto adds we can ask Hatch Mott MacDonald and the Township Attorney for information needed and adds the study is essential in making any decisions going forward.

A roll call was taken:

AYES: Jean Murphy, Sandra Ooms, Dan Kadish
NAYES: Patrick Rizzuto, Dick Wetzel
ABSTAIN: None
ABSENT: None

Motion carried to approve Resolution #16-146.

TOWNSHIP OF VERNON

RESOLUTION #16-146

AUTHORIZING THE AWARD OF CONTRACT FOR PROFESSIONAL SERVICES (REMINGTON & VERNICK)

WHEREAS, there is a need for Professional Services to the Township of Vernon for Engineering Services; and

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

WHEREAS, said specified professional services are to be rendered or performed by a person or persons authorized by law to practice a recognized profession, and whose practice is regulated by law within the meaning of N.J.S.A. 40A:11-1 et seq., as amended; and

WHEREAS, the performance of said professional services requires knowledge of an advanced field of learning acquired by a prolonged formal course of specialized training and study as distinguished from general academic instruction or apprenticeship and training; and

WHEREAS, the Township of Vernon is desirous to enter into an agreement with these professionals as a fair and open contract pursuant to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., as amended; and

WHEREAS, the Chief Finance Officer has certified in writing that the value of the contracts are available for these purposes subject to the adoption of the 2016 Municipal Budget; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq., as amended, requires that this Resolution be publicly advertised.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Vernon that they hereby authorize and approve the award of contracts of a Professional Service Contract pursuant to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:20-1 et seq. to provide Services in accordance with the attached proposal for Professional Services pursuant to a non-fair and open contract to the following:

2. Sewer Utility Study): Remington & Vernick Engineers

BE IT FURTHER RESOLVED, that the award of contract shall be contingent upon the completion and receipt of the following:

- (e) A fully-executed professional services contract detailing the scope of services, established fees for said professional services, mandatory Equal Opportunity Language and Affirmative Action Certificate; and
- (f) Receipt of all statutorily mandated “pay to play” political contribution forms pursuant to N.J.S.A. 19:44A-20.4 et seq.; and
- (g) New Jersey Business Registration Certificate; and
- (h) Upon the aforementioned professional being a member in good standing in his respective profession.

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk are hereby authorized and directed to execute, seal and deliver the attached Contracts for Professional Services on behalf of and in the name of the Township of Vernon and that the Municipal Clerk shall publish the award of contract as required by law with ten (10) days of passage of this Resolution.

RESOLUTION 16-157

Council President Kadish asked for a motion to approve Resolution #16-157.

MOTION: Jean Murphy

SECOND: Sandra Ooms

Council Member Rizzuto comments the purchase of this parcel carries too much baggage and with all of the public comments the Township should pass on this. He adds that if this was such an integral part of the bike path, why didn't it get added into the budget. Council Member Rizzuto asked the Mayor for a budget in regards to the bike path project because it could run into the millions.

A roll call was taken:

AYES: Jean Murphy, Sandra Ooms, Dan Kadish

NAYES: Patrick Rizzuto, Dick Wetzel

ABSTAIN: None

ABSENT: None

Motion carried to approve Resolution #16-157.

RESOLUTION 16-157

RESOLUTION OF THE TOWNSHIP OF VERNON COUNTY OF SUSSEX STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF AN AGREEMENT OF SALE FOR REAL PROPERTY WITH CLASSICLAKE ENTERPRISES, LLC

WHEREAS, Classiclake Enterprises, LLC (“Classiclake”) is the owner of real property which is situated within the Township of Vernon more commonly known as 9 Wisteria Court and identified as Block 92, Lot 2 on the tax map on the Township of Vernon; and

WHEREAS, Classiclake has offered the property for sale; and

WHEREAS, the Township desires to purchase the property subject to the adoption of an authorizing ordinance and due diligence period; and

WHEREAS, an Agreement of Sale has been drafted and approved by the Township’s special counsel and is also acceptable to Classiclake; and

WHEREAS, the Township Council desires to proceed with the acquisition of the property.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, Township of Vernon, County of Sussex, State of New Jersey that the Mayor is hereby authorized to execute the Agreement of Sale between the Township of Vernon and Classiclake Enterprises, LLC in the form attached hereto.

AGREEMENT OF SALE

THIS AGREEMENT dated the _____ day of June, 2016, by and between

Classiclake Enterprises, LLC, whose address is 100 Enterprise Dr., Ste. 700, Rockaway, NJ 07866 referred to as the **SELLER**,

AND Township of Vernon, County of Sussex, a municipal corporation of the State of New Jersey, whose municipal address is 21 Church Street, Vernon, NJ 07462 referred to as the **BUYER**.

The words "**BUYER**" and "**SELLER**" include all Buyers and Sellers listed above.

W I T N E S S E T H:

1. Agreement of Sale and Purchase.

Subject to the terms and conditions set forth in this Agreement, the Seller agrees to sell and the Buyer agrees to buy a tract of real property commonly known as 9 Wisteria Court and identified as Lot 2, Block 902 on the Tax Map of the Township of Vernon. (Hereinafter this tract of real property shall be referred to as the “Property”). The approximate location, size, and boundaries of the Property shall be subject to a survey to be completed by the Buyer at its sole cost and expense.

The Property to be sold consists of the land, any structures contained thereon, and all of the Seller’s rights relating to the Property, including, but not limited to, any rights-of-way, easements, grants, reservations and governmental approvals, if any, affecting the Property.

2. Due Diligence.

The Seller shall afford the Buyer sixty (60) days from the execution of this Agreement by both parties to perform any and all due diligence or inspections with respect to the Property. The Seller shall cooperate with all reasonable requests made by the Buyer to access and investigate the Property.

During the period of due diligence, the Buyer, its agents, employees, consultants and contractor shall have the right to enter onto the Property to perform any and all inspections, including, but not limited to, wetlands; surveys; percolation tests; soil analysis; soil borings; environmental tests, including, but not limited to, Phase I environmental audit; feasibility studies; and any other test or investigation of a similar nature. If any testing to be done requires the Property to be disturbed, the Buyer shall remediate and restore the Property to its pre-existing condition. Notwithstanding anything herein to the contrary, the Buyer shall have no right to conduct any invasive environmental inspection(s) without the prior written consent of the Seller. The Buyer may also investigate and review all prior approvals issued in connection with the use of the Property, and to make any and all other inquiries and investigations that Buyer deems appropriate. Buyer may also have a survey of the Property completed.

During this period of due diligence, the Seller shall also provide Buyer with the opportunity to make a full and independent investigation of any correspondence, instruments,

agreements, documents, records, plans, drawings, permits, approvals, survey and topographical maps, engineering data, and/or prior investigative reports done by the Seller or in its possession. The Seller shall make available to the Buyer all documents in its possession relating to the Property.

The results of any inspections including, but not limited to, environmental inspections, shall be deemed confidential and shall not be disclosed to any third parties, other than the Buyer's agents, without the Sellers' expressed written authorization, unless required by judicial order. Buyer shall be under no obligation to defend against any proceeding to discover such materials.

The Buyer shall have the right to terminate this Agreement or waive any such condition should it deem the Property, or any aspect thereof, or any inspection, or any instrument, or the result of any inquiry investigation to be unsatisfactory. Buyer shall also have the right to terminate this Agreement if during this period of due diligence it determines that it could not use the Property to construct a single family residence.

Should the Buyer elect to terminate this Agreement within its 60-day period of due diligence, the Buyer shall provide to the Seller copies of any reports received by the Buyer pursuant to his due diligence. Thereafter, the parties shall have no further rights or responsibilities with respect to one another. If the Buyer is satisfied with the results of all inspections, investigations and/or studies, it shall notify the Seller of the foregoing and further notify the Seller that it shall proceed with the transaction.

3. Final and Unappealable Adoption of Ordinance Authorizing Acquisition of Property.

Seller acknowledges that Buyer is a municipal corporation of the State of New Jersey and is subject to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et. seq. Accordingly, Seller acknowledges and agrees that Buyer's obligation to purchase the Property is expressly contingent upon the adoption of an ordinance in accordance with the laws of the State of New Jersey, with all time periods for appeals having expired, authorizing the acquisition of the Property (the "Authorizing Ordinance"). In the event the Authorizing Ordinance is not adopted, or if an appeal is filed, either party shall have the absolute right to terminate this Agreement.

4. Intentionally Deleted.

5. Eminent Domain.

If, prior to closing of title or during the land use application process, a governmental entity, or any utility authority or company, elects to take the Property or a portion thereof by eminent domain, and such taking has a Material Impact (as hereinafter defined) on the Buyer's purchase of the Property, the Buyer may terminate this Agreement by written notice to the Sellers within fifteen (15) days after the notice of the Declaration of Taking has been forwarded to the Buyer by the Seller, in which event this Agreement shall be null and void. Alternatively, the Buyers can proceed with the transaction, in which event all awards from any taking received by the Seller less any reasonable, actual costs and expenses incurred by the Seller in connection with such eminent domain proceedings shall be credited to the Buyer against the purchase price for the closings, and all such awards shall be retained by the Seller.

"Material impact" shall mean a taking of greater than five percent (5%) of the area of any of the affected phases or Property. Eminent domain shall include a transfer resulting from negotiations under a threat of a taking.

It is specifically understood and agreed that in the event any condemnation action is instituted against the Property during the term of this Agreement, the Seller will notify Buyer of said action and keep the Buyer fully advised as to the status of the proceedings.

6. Purchase Price.

The Seller, for and in consideration of the purchase price to be paid in the amount of Seventy Thousand Dollars (**\$70,000.00**), and also in consideration of the covenants and agreements herein contained and to be performed, agree to convey the Property to the Buyer by way of a Bargain and Sale Deed with Covenants as to Grantor's Acts, subject to easements and restrictions of record on the date fixed for the closing of title.

At closing, the Buyer shall pay to the Seller the balance of the purchase price, by way of a certified check, an attorney trust check or wired funds in the amount of Seventy Thousand Dollars (\$70,000.00).

7. Closing Documents.

At closing, Deeds and other closing documents shall be delivered by the Seller to the Buyer. All Deeds shall comply with the terms in this Agreement, and shall be Bargain and Sale Deeds with covenants as to Grantor's Acts. All Deeds shall be free of all liens, easements and restrictions not contemplated by this Agreement.

In addition to the aforesaid Deeds, Seller shall tender to Buyer at closing, a current fully executed Affidavit of Title Allstate Form 1630, Affidavit of Consideration, and any other documentation as might be reasonably required by the Buyer's title insurance company. Any and all realty transfer fees applicable to any transfer to the Buyer shall be paid by the Seller.

8. State of Title.

The Seller shall transfer good and marketable fee simple title to the Property free from all claims and rights of others except as follows:

(a) Any state of facts which an accurate survey or inspection of the Property would show, provided that same do not render the title unmarketable or unreasonably interfere with or limit the use of the Property as intended;

(b) Zoning regulations and municipal building restrictions and all other laws, ordinances, regulations and/or restrictions;

(c) The existing bike path easement through the Property; and

(d) The rights of utility and/or power companies to lay and maintain pipes, poles, cables and wires over, on and under the street, part of the property next to the street, or running to any improvement on or to be constructed on the Property.

The Buyer shall undertake an investigation of the title to the Property within thirty (30) days of the date of execution of the Agreement. If the Buyer's investigation of title to the Property discloses objections to the title and/or defects which render it unmarketable, it shall notify the Seller, in writing, of any defects within forty-five (45) days of the execution of this Agreement. The Buyer shall provide a copy of the title report, together with a written list of all objections. Seller shall then have seven (7) days from the receipt of Buyer's notice of objections to advise the Buyer whether it will undertake the appropriate measures to have the objections or defects removed or cured prior to the closing. If the Seller is unwilling to remove or cure the specified objections, or fails to inform the Buyer within ten (10) days of receiving notice from the Buyer, the Buyer shall have fifteen (15) days to either (a) cancel this Agreement; or (b) agree to accept such title and survey as the Sellers agree to deliver at closing.

If the Seller agrees to undertake the appropriate actions to remove or cure any objections or defects and fails to do so, the Buyer shall have the option, by written notice to the Seller within ten (10) days before the closing of title to either (a) cancel this Agreement; (b) delay the closing to a date specified by the Buyer not to exceed 60 days from the scheduled closing so that the Seller can remove and/or cure any outstanding objections or defects to the title at its own expense; or (c) Buyer may close title and pay the total purchase price due with sufficient funds, as reasonably determined by the Buyer's title insurance company, being placed in escrow to be used by the Buyer to cure or clear any outstanding objections or defects. The Buyer shall refund to the Seller any portion remaining in escrow after the objection or defect is cured.

9. Seller's Representations.

Seller hereby make to the Buyer the following representations and warranties which, unless otherwise indicated, are true and correct as of the date hereof and which, shall be true and correct at the closing date and which shall survive delivery of the deed and transfer of title:

(a) Seller has not received any notice of any violation of any federal, state or municipal laws, ordinances, orders, regulations, or requirements affecting any portion of the Property and has no knowledge of any fact or condition which would constitute any such violation.

(b) Seller has no knowledge, information or belief as to any existing action, suit, or proceeding affecting the Property or any portion thereof or relating to, or arising out of the ownership, management or operation of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or the governmental instrumentality, exclusive of any action, claim or proceeding seeking monetary damages for personal injury or property damage which does not effect title to the Property.

(c) Seller has received no written notice, and Seller is not aware of, any litigation, claim, action, administrative or governmental proceeding pending, threatened against, relating to or adversely affecting Purchaser's purchase, ownership or operation of the Property as of the date of this Agreement, and, Seller shall give to Purchaser prompt notice of the institution of any such litigation or proceeding prior to the Closing of which Seller receive written notice or of which Seller becomes aware, and Seller agrees to provide Purchaser with such information including a copy of any written notice.

(d) Except as disclosed herein, Seller have no knowledge of the discharge or existence on the Property of any hazardous or toxic substances upon the Property in violation of New Jersey or Federal environmental law, regulation, rule, order or ordinance of any kind, including but not limited to, the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23, 11 et seq., the Industrial Site Recovery Act, ("ISRA"), N.J.S.A. 13:1K-6 et seq., and the rules and regulations of the NJDEPE and its various subdivisions, and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq., and the regulations adopted pursuant thereto (hereinafter referred to as "Environmental Laws"). Sellers do represent that there is a closed landfill on an adjoining piece of property in Green Township that the Sellers do not own.

(e) To the best of the Seller's knowledge there exists neither an Enforcement Notice nor any facts which might result in any Enforcement Notice with respect to the Seller or any predecessor in use, occupancy, interest or title to the Property.

(f) Seller, its agents, employees, contractors, representatives, or any person acting at Seller's direction, shall not have discharged, as of the Closing Date, any hazardous or toxic substances upon the Property which are in excess of the minimum standards prescribed by applicable Environmental Laws except as disclosed herein.

(g) Seller has not knowingly engaged in any activity directly relating to the Property which would, after the date of the execution of this Agreement, have an adverse affect on title to the Property.

(h) Seller has not received any notice and has no knowledge, information or belief that any portion of the Property will be subject to affected by any condemnation or similar proceeding.

(i) Seller represents that there are wetlands affecting the Property.

10. Time and Place of Closing.

Seller's Deed, and adequate affidavit of title, a Corporate Resolution, if needed, authorizing the sale, a closing title statement and such other documents as Buyer's title company may reasonably request is to be delivered to Buyer and the purchase price is to be paid to Seller at closing on or about thirty (30) days following the expiration of the Due Diligence Period or the expiration of the time for appeal of the Authorizing Ordinance, whichever is later. Provided, however, that if the closing has not occurred by December 31, 2016, for whatever reason, either party may cancel the contract upon written notice to the other. The closing will be held at the law offices of Lavery, Selvaggi, Abromitis & Cohen, 1001 Route 517, Hackettstown, New Jersey 07840, or by mail through mutual agreement of the Parties.

11. Injury to Property.

In the event the Property shall suffer injury beyond ordinary wear and tear, other than injury which may be caused by the exercise of the Buyer's inspection rights under Section 2, Seller shall have the option to: (a) repair the damage before the closing, or if Seller shall refuse to so repair, Buyer may either proceed to Closing or declare this Agreement null and void.

12. Adjustments; Assessments.

Buyer and Seller agree to adjust for the following expenses as of the closing: municipal water and sewer charges, if any, real estate taxes and assessments. The amount of all items to be adjusted at closing shall be added to or deducted from the purchase price payable at the closing.

13. Buyer's Representations and Warranties.

Buyer represents to Seller, as of the date of this Agreement and again as of the closing:

(a) Buyer shall have sufficient assets to pay the purchase price in full through the execution of the promissory note.

(b) Buyer has not applied for or consented to the appointment of a receiver or trustee of any of Buyer's property, made a general assignment for the benefit of creditors, or filed a voluntary petition in bankruptcy and knows of no petition filed or to be filed against Buyer in connection with any bankruptcy or insolvency proceeding.

14. Assignment or Recording by Buyer.

This Agreement may be assigned by either party to an entity owned or controlled by either the Buyer or the Seller.

15. Default by Buyer or Seller; Damages.

In the event the Seller or the Buyer fail to close title on the property in accordance with this contract, the other party may commence any legal or equitable action to which he/she may be entitled.

16. Bulk Sales Law. Buyer shall have the right to comply with N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38 and Seller shall cooperate in connection with such compliance. In furtherance thereof: (i) Seller shall prepare and deliver to the New Jersey Division of Taxation the Asset Transfer Tax Declaration (the "TTD") in the form prescribed by the Director of the New Jersey, Division of Taxation (the "Director"), so that such form is received by Buyer not less than twenty five (25) days prior to the Closing; and (ii) Buyer may deliver a Notification of Sale, Transfer, or Assignment in Bulk (Form C-9600), together with the completed TTD and a fully executed copy of the Agreement (the "Tax Notification") to the Director by registered or certified mail or overnight delivery so that such Tax Notification is received by the Director not less than fifteen (15) days prior to Closing. Seller shall provide all information requested by Buyer to enable Buyer to complete the Tax Notification, as soon as practicable. If, at any time prior to Closing, the Director informs Buyer that a possible claim (the "Claim") for taxes imposed or to be imposed on Seller, including any interest or penalties thereon, any cost or fees imposed by the Director related thereto and any tax on the gain from the sale of the Premises (collectively, "Taxes"), exists and the amount thereof (the "Deficiency"), then Buyer and Seller shall close as scheduled and without delay, and Buyer shall withhold the portion of the Purchase Price equal to the amount of the Deficiency, which amount so withheld shall be placed in an escrow account (the "Tax Escrow"), which Tax Escrow shall be held pursuant to an escrow agreement (the "Bulk Sales Escrow Agreement"), if applicable. The escrow agent shall be a title company, attorney or bank authorized to transact business in New Jersey selected by Buyer and reasonably acceptable to Seller ("Tax Escrow Agent"). If, after Closing, the Director or Seller requests that the Buyer pay all or any portion of the Deficiency on behalf of Seller, then Buyer shall direct Tax Escrow Agent to, and Tax Escrow Agent shall, promptly release to the Division of Taxation such amount from the Tax Escrow. If the Director informs Buyer that the Deficiency has been fully paid or that the Buyer has no further liability for the Deficiency, then Buyer shall direct the Tax Escrow Agent to, and Tax Escrow Agent shall, promptly release such difference to Seller. Notwithstanding anything to the contrary contained herein, Seller shall have the right to negotiate with the Director regarding the Claim and the Deficiency; provided, however, that: (i) Buyer shall be entitled to comply with all instructions of the Director; (ii) the Closing shall not be delayed as a result thereof; and (iii) Buyer shall not be liable for any amount in excess of the Tax Escrow. In no event shall Tax Escrow Agent fail to make any distribution provided for hereunder, including, without limitation, on the grounds that Seller contests any finding of the Director. Notwithstanding anything to the contrary contained herein, Buyer shall not be liable for any Taxes (including but not limited to, Taxes owed in connection with the use and operation of the Premises prior to Closing, or any Taxes on any gain realized upon the sale, transfer or assignment of the Premises) and Seller shall indemnify and hold Buyer harmless from any liability or cost incurred in connection with any claim for any such Taxes, including any interest and penalties thereon and cost

and fees imposed by the Director relating thereto. The indemnification provision contained in this Section 15 shall survive the termination of this Contract and/or the Closing under this Contract.

17. Notices.

Any notice to be given or to be served upon any party in connection with this Agreement must be in writing and may be given personally or by certified or registered mail, in which case it shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed, with postage prepaid is deposited in the United States mails; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Any notices will be given to the parties at the following addresses:

BUYER: Township of Vernon
Attn: Harry Shortway, Mayor
21 Church Street
Vernon, NJ 07462

With copies to: Richard W. Wenner, Esq.
LAVERY, SELVAGGI, ABROMITIS & COHEN, P.C.
1001 Route 517
Hackettstown, NJ 07840

SELLER: Classiclake Enterprises, LLC
100 Enterprise Dr., Ste. 700
Rockaway, NJ 07866

With copies to: Joseph M. Hoffmann, Esq.
21 Main Street
Newton, NJ 07860

18. Governing Law.

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

19. Risk of Loss.

The risk of loss or damage to the Property by fire, accident, act of God, calamity or otherwise until the closing shall remain with the Sellers.

20. Seller Representations.

All representations made by the seller are made to the best of Seller's knowledge, information, recollection and/or belief, without further inquiry, and do not survive the closing of title, with the exception of intentional misrepresentations.

21. Brokerage Commissions

The brokerage commission due and owing, if any, shall be paid by the Seller at Closing.

22. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement is the entire and only agreement between the Buyer and Sellers. This Agreement replaced and cancels any previous agreement between the Buyer and the Sellers relating to the Property.

(b) Modification. This Agreement can only be changed by an agreement in writing signed by both Buyer and Seller.

(c) Captions. The captions are intended only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties or the meaning or construction of any provision of this Agreement.

(d) Binding Effect. This Agreement shall be binding upon Buyer and Sellers and all who succeed to their rights and responsibilities.

(e) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was never a part of this Agreement.

(f) Construction. All references made and pronouns used in this Agreement shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be signed as of the date first set forth above.

RESOLUTION 16-160

Resolution #16-160: Resolution Of The Governing Body Of The Township Of Vernon Endorsing A Plan Amendment To The Vernon Township Waste Water Management Plan And Sussex County Water Quality Plan (Replacing Resolution #15-190)

Council President Kadish asked for a motion to adopt Resolution #16-160.

MOTION: Patrick Rizzuto
SECONDED: Dick Wetzel

Council Member Murphy made a motion to table Resolution #16-160

MOTION: Jean Murphy
SECOND: Sandra Ooms

A roll call was taken:

AYES: Jean Murphy, Sandra Ooms, Patrick Rizzuto, Dick Wetzel, Dan Kadish
NAYES: None
ABSTAIN: None
ABSENT: None

Motion carried to table resolution 16-160.

Council Member Rizzuto stated this is a proposed expansion, the MUA must go before the NJDEP, the Council is not endorsing a plan just a study. Council Member Ooms add she would like to expand but need to get new perspective, the MUA had three years to do this and now they are pushing Council to approve it. Council Member Murphy described the two areas on the Mountain on the bottom map on display from 2015 that was voted on, is different than the map submitted to the Council on Feb 8, 2016 which is why Council is having a problem approving the study. Council Member Rizzuto commented Council had meeting about sewer contracts and posed questions and added the maps are for potential expansion and only a study and the areas on the Mountain are 2 acres in size not the whole mountain. Council Member Murphy states the engineer will review this expansion to other areas and advise. Council Member Rizzuto asked Council why they refuse to look at facts and do we have to pay \$9,700.00 to explain what's going on. Council Member Ooms stated this is a big decision and we don't know who will be here in 4 years and how many people will be affected so we need to make an educated decision. Council Member Murphy added this is how Great Gorge Village was dragged in. Council Member Rizzuto asked if Council is willing to walk away from the \$25 million spent in infrastructure in the ground, how long should Mountain Creek and Great Gorge wait. Council Member Ooms added when we get answers, about three months, because Great Gorge was fine and didn't need sewers and we want to seriously review out of respect to the affected users. Council Member Murphy added we need more ratables, but where, as there are no places in McAfee and Mountain Creek does not need the expansion to start building.

INTRODUCTION/1ST READING OF PROPOSED ORDINANCES

Ordinance #16-17: An Ordinance Of The Township Of Vernon, County Of Sussex, State Of New Jersey Authorizing Purchase Of Real Property Commonly Known As 9 Wisteria Court And Identified As Lot 2, Block 92 On The Tax Map Of The Township Of Vernon
Council President Kadish asked for a motion to introduce Ordinance #16-17 with a public hearing to be held on June 27, 2016

MOTION: Jean Murphy
SECONDED: Sandra Ooms

A roll call was taken:

AYES: Jean Murphy, Sandra Ooms, Dan Kadish

NAYES: Patrick Rizzuto, Dick Wetzel,

ABSTAIN: None

ABSENT: None

Motion carried to approve introduction of Ordinance #16-17 with a public hearing to be held on June 27, 2016.

PUBLIC HEARING/2ND READING OF ORDINANCES

Council President Kadish read ordinance 16-11 by title only.

Ordinance #16-11: An Ordinance Granting Municipal Historic Designation to Certain Property In The Township Of Vernon

Council President Kadish asked for a motion to open Public Hearing for Ordinance #16-11.

MOTION: Jean Murphy
SECONDED: Sandra Ooms
All members were in favor.

Charles Bates, Chairperson Historic Preservation Commission(HPC) requested Council approval for this Ordinance to place this parcel in the Master Plan as a Historic Cemetery in our community noting the adjoining Episcopal Church cemetery was already memorialized Historic five years ago. Council President Kadish asked if there was damage to the gravestones and can they be restored? Mr. Bates stated a car went through and damaged the headstones and some were restored but the HPC is not responsible to replace the headstones.

Council President Kadish asked for a motion to adopt Ordinance #16-11.

MOTION: Jean Murphy
SECOND: Sandra Ooms

A roll call was taken:

AYES: Jean Murphy, Sandra Ooms, Patrick Rizzuto, Dick Wetzel, Dan Kadish

NAYES: None

ABSTAIN: None

ABSENT: None

Motion carried to adopt Ordinance #16-11.

Council President Kadish read ordinance 16-15 by title only.

Ordinance #16-15: Bond Ordinance Appropriating \$1,614,500, And Authorizing The Issuance Of \$1,307,000 Bonds Or Notes Of The Township, For Various Improvements Or Purposes Authorized To Be Undertaken By The Township Of Vernon, In The County Of Sussex, New Jersey.

Council President Kadish asked for a motion to open Public Hearing for Ordinance #16-15.

MOTION: Jean Murphy
SECONDED: Sandra Ooms
All members were in favor.

Carl Dagnello presented a two-minute video of the deplorable dangerous conditions of Lake Wallkill Road where residents need to drive down the middle to prevent hitting potholes causing near misses with other vehicles. Mr. Dagnello referred to a February 4, 2012 Council Work-session where Lake

Wallkill Road was listed on proposed Capital Improvements list and in need of desperate repair. Council Member Rizzuto had written a letter to Senator Oroho about the serious disrepair in reference to Lake Wallkill Road in order to receive state DOT funds and local funding through Ordinance #15-16. Council President Kadish commented that phase 3 was done first and the previous administration knew about this condition and refused to take action. Council Member Rizzuto added vitally needed projects were completed. Mr. Dagnello had technical difficulty showing video but presented some still photos and explained there are no lines on the road, road crumbling on edges, cars and trucks are driving down the middle of road making very hazardous conditions and begs Council to approve Ordinance #16-15. Mr. Dagnello commented he pays \$10,400 in taxes annually and knows the Council is in a stalemate over sewer system expansion but begs to please put that aside.

James Hunamaker, requests that Lake Wallkill Road be repaired as the urgency is evident per Mr. Stoner's report and the road was previously noted in serious disrepair when Mr. Rizzuto was the President. Mr. Hunamaker believes the previous council squandered the last two federal grants or were never followed up on. Council Member Rizzuto states the grant funds were not squandered, and were researched and in order to receive federal grants would have required a level of upgrades which would have cost much more with little payback and also notes that phase 3 remains undone. Mr. Hunamaker adds the road is unsafe and Vernon must mitigate liability by limiting heavy truck traffic and close to all but local traffic.

Scott Dugan, states he supports his neighbors regarding Lake Wallkill Road's deplorable conditions, narrow uneven surface, loose macadam caused by erosion, no paint markings, unsafe for pedestrians, bicycles, and motorcycles. Mr. Dugan adds he has replaced numerous tires and rims on his family's vehicles caused by the potholes on the road and has witnessed close calls as vehicles drive down the middle, vehicles stuck in ditches, a jogger in the woods to avoid a swerving car and bicyclists who have fallen off due to loose gravel. He also has seen a deer trip across the uneven surface of the road, and a wheel cover from a tractor trailer ricochet 35 ft. in air and landed on his front lawn. Mr. Dugan urged Council to make the road safe again for the hard working tax paying citizens.

Seeing no one else from the public wishing to speak Council President Kadish asked for a motion to close Public Hearing for Ordinance #16-15.

MOTION: Jean Murphy
SECOND: Sandra Ooms
All members were in favor

Council President Kadish asked for a motion to adopt Ordinance #16-15.

MOTION: Jean Murphy
SECOND: Sandra Ooms

Council Member Murphy commented it is imperative this bond ordinance and the sewer expansion should be separate and should approve because it is a safety issue. Council Member Rizzuto understands the concerns of the Lake Wallkill residents and notes Council has an inability to make a decision and they need to think about long term decisions. He added he was uninformed of meeting information from the other Council members. Council Member Wetzel stated he is not insensitive to needs of community and notes the Township does have a 10-year roadway repair plan. Unknown public speaking / yelling from room. Council President Kadish added that Lake Wallkill residents have gotten short end of deal.

A roll call was taken:

AYES: Jean Murphy, Sandra Ooms, Patrick Rizzuto, Dick Wetzel, Dan Kadish
NAYES: None
ABSTAIN: None
ABSENT: None

Motion carried to adopt Ordinance #16-15.

COUNCIL COMMENTS

Patrick Rizzuto wants to bring to light the inability of this council to make a decision of the crucial infrastructure this community needs and wants growth and if you do nothing, nothing will happen.

Dick Wetzel had no comments.

Jean Murphy explained how Environmental Commission and former Mayor could extend their terms, and Vernon Township could pick up the cost.

Sandra Ooms had no comments.

Dan Kadish had no comments.

ADJOURNMENT

There being no further items of business to be conducted on the agenda, a motion of Adjournment was made by Council Member Murphy, seconded by Council Member Ooms with all members voting in favor.

The regular meeting of the Township Council of the Township of Vernon was adjourned at 10:49 p.m.

Respectfully submitted,

Lauren Kirkman, RMC, CMR
Municipal Clerk

Dan Kadish,
Council President

Minutes approved: August 8, 2016