



## VERNON TOWNSHIP COUNCIL MEETING AGENDA

MARCH 9, 2026

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

### 1. CALL TO ORDER

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

### 3. SALUTE THE FLAG

### 4. ROLL CALL

### 5. ITEM FOR DISCUSSION

New Ladder Truck Purchase

### 6. MAYOR COMMENTS

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

### 8. REVIEW OF BILLS LIST

### 9. CONSENT AGENDA

**Resolution #26-100:** Amended Authorizing Signatures on Township Checks Pursuant to N.J.S.A. 40A:5-16

**Resolution #26-110:** Refund Overpayment (block 432 Lot 58 – Mathes)

**Resolution #26-111:** Refund Overpayment (Block 170 Lot 1 – Maclean)

**Resolution #26-112:** Refund Overpayment (Block 151 Lot 4 – Goens)

**Resolution #26-113:** Resolution of the Township of Vernon, County of Sussex, State of New Jersey, Awarding Refreshments Vendor at the Maple Grange Park Snack Stand Concession to the Scoop

**Resolution #26-114:** Resolution Authorizing a Grant Application to the County of Sussex Department of Engineering and Planning for the FY 2026 Sussex County Trails Grant Program

**Resolution #26-115:** Resolution Authorizing the Issuance of a Duplicate Tax Sale Certificate Pursuant to Chapter 99 of the Public Law of 1997

**Resolution #26-116:** Resolution of the Township of Vernon, in the County of Sussex, New Jersey, Authorizing the Execution of an Escrow Agreement with Rachel Associates LLC

**Resolution #26-117:** Resolution Appointments to the Vernon Township Municipal Utility Authority

## **10. INTRODUCTION OF ORDINANCE**

**Ordinance #26-07:** An Ordinance of the Township of Vernon, in the County of Sussex, New Jersey Amending the McAfee Village Commercial Resort Development Plan

## **11. PUBLIC HEARING/ADOPTION OF ORDINANCES**

**Ordinance #26-05:** Ordinance to Repeal and Replace Existing Chapter 133, “Affordable Housing” of the Municipal Code of the 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

## **12. PUBLIC COMMENT (Limited to 5 Minutes On Any Topic)**

## **13. COUNCIL COMMENTS**

## **14. COUNCIL PRESIDENT COMMENTS**

## **15. ADJOURNMENT**



GOODYEAR

CUSTOM BANDAG, INC.



BRIDGESTONE THE NEXT REVOLUTION IN TIRES

Firestone

YOKOHAMA TIRE

GENERAL TIRE



Continental



ELIZABETH, NJ 07206 (*) • (908) 353-8300 • FAX (908) 351-5512	PENNSAUKEN, NJ 08110 • (856) 486-1113 • FAX (856) 486-0346
ELIZABETH, NJ 07201 • (908) 527-8777 • FAX (908) 527-8650	SWEDESBORO, NJ 08085 • (856) 832-0035 • FAX (856) 241-7330
LINDEN, NJ 07036 • (908) 862-2400 • FAX (908) 862-2761	MANCHESTER, NJ 08759 • (732) 504-2020 • FAX (732) 244-1927
HARRISON, NJ 07029 • (973) 482-2220 • FAX (973) 482-1235	STRATFORD, CT 06815 • (203) 375-5948 • FAX (203) 386-9859
KEYPORT, NJ 07735 (*) • (732) 566-0092 • FAX (732) 566-1778	RICHMOND HILL, NY 11419 • (718) 441-4646 • FAX (718) 849-4410
WHARTON, NJ 07885 • (973) 366-6000 • FAX (973) 366-1727	NEWBURGH, NY 12550 (*) • (845) 581-5758 • FAX (845) 583-9968
SECAUCUS, NJ 07094 • (201) 617-9400 • FAX (201) 617-0420	NEW WINDSOR, NY 12553 • (845) 581-2282 • FAX (845) 581-3448
HIGHTSTOWN, NJ 08520 • (609) 448-3663 • FAX (609) 448-4976	(*) RETREAD PLANTS

REMIT ALL PAYMENTS TO: 401 EAST LINDEN AVE., LINDEN, NJ 07036 • TEL. (908) 862-2400

WHEEL REFURBISHING & PAINTING - O.T.R. SERVICE  
INDUSTRIAL SOLIDS, FOAM FILLED TIRES  
NEW TIRES AND TUBES • ROAD SERVICE • FLEET SURVEYS  
COMMERCIAL WHEEL ALIGNMENT AND BALANCING



O.T.R. SERVICE



**BANK FEE OF \$30.00 WILL APPLY TO ANY RETURNED CHECK**

CUSTOM BANDAG INC-WHARTON  
WWW.CUSTOMBANDAG.COM  
36-38 MEADOW AVENUE  
WHARTON, NJ 07885

INVOICE #: 50187479

PAGE: 1

TIME STARTED: 08:52:14

TIME CLOSED: 13:58:54

973/366-6000

CUSTOMER: TOWNSHIP OF VERNON-DPW\*\*624  
0768066 21 CHURCH STREET  
VERNON, NJ 07462

BUSINESS: 973/764-3021

PO NUMBER: .

VEHICLE: ENGINE# 1 RF-LF

SALESMAN: TONY BAPTISTA

LICENSE: MGE7517

NJ MILEAGE: 1

INVOICE DATE: 12/11/23

DUE: 01/10/24

PRODUCT	LCT	DESCRIPTION	QUANTITY	PRICE	EXTENSION
241235	0	FIR 425/65R22.5 FS818 L PLY	2	660.00	1320.00
MD/MIX	0	MOUNT & DISMOUNT MIXED SERVICE	2	22.00	44.00
ODV/MIX	0	OFF & ON VEHICLE MIXED SERVICE	2	19.00	38.00
S/MIX	0	315, 385, 425, 445, 455 SCRAP	2	30.50	61.00

MERCHANDISE: 1320.00  
 LABOR: 82.00  
 OTHER: 61.00  
 INVOICE TOTAL: 1463.00

ON ACCOUNT A/R

1463.00

\*\*\* THANK YOU FOR YOUR BUSINESS \*\*\*

RETIGHTEN ALL TRACTOR, TRK & TRAILER LUGS AFTER 50 MI FROM INSTALLATION

\*\*\*\*\*  
 \*\*\* PLEASE REMIT PAYMENTS TO: 401 E. LINDEN AVENUE LINDEN, NJ 07036 \*\*\*

TRUCK #1  
 Pd 23-00153  
 3-01-26-3/6-92

CUSTOMER NAME (PRINT)

CUSTOMER SIGNATURE



**NEW & REMANUFACTURED STARTERS & ALTERNATORS EST. 1967**

20 Jewell Street, Garfield, NJ 07026  
1709 Route 34 Ste 2 Wall, NJ 07727  
877-772-1009 FAX 973-772-3232

**www.robertsandson.com**

73639

73639

SOLD TO: TOWNSHIP OF VERNON  
21 CHURCH STREET

\*\*\* SAME \*\*\*

VERNON NJ 07462

NJSA 54:32B

REMIT TO PO BOX 110, GARFIELD NJ 07026

**DISTRIBUTORS OF:**  
DENSO • POWERLINE • BOSCH • DEKA  
ASSOCIATED • COLE-HERSEE • QUICK CABLI  
BOSCH • C.E. NIEHOFF • VANNER • GOODALL  
HITACHI • MITSUBISHI • PENNTEX • NIKKO  
DELCO REMY • LEECE NEVILLE  
SNOW PLOW PARTS

INVOICE		
REF	05871802	PG 1
DATE	11:09	2/18/26

P #26-00107	D A T E	2/18/26	V I A	#3 WEST	D A T E	2/18/26	T E R M	NET 30	S P	004	C S	114
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SEQ	ORDER	SHIP	B.O.	CODE	PART NUMBER	DESCRIPTION	LIST	PRICE	EXTENSION
1	1	1	0	RAL	NJ STATE 270-4890J	CONTRACT # 23-FLEET-19654 LEECE NEVILLE ALT 320A 12V IREF J180		859.96	859.96
<i>VTFD TRUCK #1</i>									
<i>PO 26-00406</i>									
<i>6-01-26-316-92</i>									
<i>Bergen Co-op 24-34</i>									

SEE BELOW FOR WARRANTY INFORMATION

PIECES 1.0

TOTAL	859.96
tax	0.00
AMT TO PAY	859.96

Rec'd By (Full Name): \_\_\_\_\_

**CUSTOMER COPY**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SELLER HEREBY SPECIFICALLY DISCLAIMS ANY EXPRESS WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

Seller shall not be liable to Buyer, its customers, successors, agents, employees or assigns, for any and all incidental and/or consequential damages arising out of or from the use of products sold by Seller to Buyer.

In the event a product sold by Seller to Buyer is claimed to be defective, written notice of said defect must be delivered by Buyer to Seller within thirty (30) days of its sale to Buyer and said product must be returned to Seller, together with all packaging and Invoice for Purchase, within forty (40) days of its sale to Buyer. No warranty shall extend beyond said date. After return to and inspection by Seller, and provided said defect has not been caused by any other event or occurrence, Seller's sole liability shall be to refund to Buyer the cost of purchase of said product and upon tender of said cost, Seller shall have no further liability to Buyer or to Buyer's customers, employees, successors, agents, or assigns.

Unopened product parts sold by Seller to Buyer may be accepted for return by Seller, provided said product is returned by Buyer to Seller within thirty (30) days of its purchase, unopened, together with Buyer's Invoice. All returned merchandise shall be subject to a ten (10) percent handling charge, prior to refund.

All returns require an authorization number or part(s) will be returned at customer's expense.

1015 Cranbury South River Rd  
MONROE TOWNSHIP, NJ 08831

# CAMPBELL Supply Company

(732) 287-8884  
Fax: (732) 392-2230



## ORIGINAL INVOICE

Date  
**05/12/2023**

Invoice  
**C101019832:01**

Bill-To Customer

**VERNON TOWNSHIP OF**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

44337



Ship-To

**VERNON TOWNSHIP OF**  
21 CHURCH ST  
VERNON, NJ 07462

44337

Work: 9737643021

Home: 9737644055

PO#	Ship Via	Date Create	Reference #	Writer	Delivery	Terms	Unit ID
23-00136	5D01	05/12/2023	Q101010111	AHILL	U	NET30	
Ship	B/O	Item	Description	Qty	List Price	Unit Price	Extended
1	0	101F/KSS 2921411	SOLENOID-200A NO (SU)	NOLOC	282.90	198.85	198.85
		UPS 1288AV530366037751	SHIPPING & HANDLING			20.00	20.00

*VTFD TRUCK #1  
PO 23-00136  
3-01-26-31692*

Tell us how we are doing at [Feedback@CampbellSupply.com](mailto:Feedback@CampbellSupply.com)

NO RETURNS WITHOUT THIS INVOICE. NO RETURNS ON ELECTRICAL PARTS. NO RETURNS ON NON-STOCKED OR SPECIAL-ORDER PARTS. THERE IS A 20% HANDLING FEE ON ALL RETURNS. ALL PARTS AND CORES MUST BE RETURNED IN ORIGINAL PACKAGING WITHIN 30 DAYS OR NO REFUND. (INVOICE REQUIRED). DAMAGE MUST BE REPORTED WITHIN 48 HOURS OF INVOICE DATE. ANY REFUND LARGER THAN \$50.00, INITIALLY PAID FOR BY CASH OR CHECK, WILL BE REFUNDED BY MAILED CHECK TO ORIGINAL PURCHASER ONLY. ESTIMATES ARE VALID FOR 30 DAYS

### DISCLAIMER OF WARRANTIES

The seller, hereby expressly disclaims all warranties, either express or implied, including all implied warranties of merchantability or fitness for the particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of these Parts.

Delivered by: \_\_\_\_\_ Date: \_\_\_\_\_ Core Rec'd: \_\_\_ Y \_\_\_ N

Customer Signature: \_\_\_\_\_

Subtotal 218.85  
Prepay  
Tax 0.00  
**Total: 218.85**

Remit To:  
PO Box 7588  
Monroe, NJ 08831  
Phone: 732-287-8884  
Fax: 732-392-2227

First Priority Emergency Vehicles Inc  
 2444 Ridgeway Blvd  
 Bldg. 500  
 Manchester Township, NJ 08759



Phone: 1-800-247-7725  
 Fax: 1-732-657-7955

**SERVICE DEPARTMENT HOURS**  
 7:00 a.m. TO 4:00 p.m.  
 Monday - Friday  
 Emergency Service Please Call:  
 1-800-247-7725

Invoice 28352

Page: 1 of 1  
 Date: 7/6/2023

**Bill To:**

Vernon Township  
 21 Church Street  
 Vernon NJ 07462 USA

**Ship To:**

Vernon Township  
 21 Church Street  
 Vernon NJ 07462 USA

Email: pribello@vermontwp.com

PO Number:	Terms: Net 30	Ship Date: 6/23/2023
Service Advisor:		

Year: 2005	Make: American Lafrane	Model: Fire Truck	Body: Ladder Truck	Color: Red
License Plate: MG67517	Truck Number: Fire 1	Pump:	Mileage In: 24625	Mileage Out: 0
Aerial:	Build Number: 015659-1-1	Serial Number: 4Z3AAAAS75RV19948		

Line	VIN Number	Labor Rate	ActDate	Hours	Ext Price
	4Z3AAAAS75RV19948				
	Service Call: 8157 Repairs Repairs		6/23/2023		

1 Check light bar, one side out. Checked wiring related to 50% of light bar outage. Found weak breaker that runs 50% ; replaced with spare from truck.

Work Performed by 136.50 2.00 273.00

Part Number \ Description	Quantity	Unit Price	Amount
			0.00
Sub Total:	Labor: 273.00	Parts: 0.00	Total: 273.00

Due Date	Amount
1 8/5/2023	273.00
<b>Total</b>	<b>273.00</b>

Labor: 273.00  
 Parts: 0.00  
 Total: 273.00

*VTFP TRUCK #1*  
*PO 23-00113*  
*3-01-25-260-90*

First Priority Emergency Vehicles Inc  
2444 Ridgeway Blvd  
Bldg 500  
Manchester Township, NJ 08759



Fax: 1-732-657-1900

INVOICE

Invoice 27840

Page: 1 of 1  
Date: 2/9/2023

Sold To:

Vernon Fire Department  
537 Route 515  
Vernon NJ 07418  
USA

Ship To:

Vernon Fire Department  
537 Route 515  
Vernon NJ 07418  
USA

PO Number:

Sales Rep: IN-House Sales  
Packing Slip: 5244

Terms: Net 30

Ordered: 10/28/2022

Ship Date: 2/9/2023

Legal Number: 27840

Line	Part Number/Description	Revision	Quantity	Unit Price	Ext Price
1	4Z3AAAAS75RV19948 Replace lights on ladder truck		1.00 EA	6,160.00 /1	6,160.00

Job No.: 015659-1-1

Total: 6,160.00

Payment Schedule

Due Date	Amount
1 3/11/2023	6,160.00
<b>Total</b>	<b>6,160.00</b>

THIS IS A BINDING AGREEMENT TO PURCHASE GOODS and/or SERVICES AT PRICING and TERMS ESTABLISHED HEREIN. THIS ORDER CANNOT BE CANCELLED. DEPOSIT IS NONREFUNDABLE. PURCHASER CONFIRMS UNDERSTANDING OF, AND AGREEMENT WITH, THE STATEMENT OF TERMS AND CONDITIONS AND STATEMENT OF WARRANTY.

VTFO TRUCK #1  
PO 22-00137  
2-01-25-260-90

1015 Cranbury South River Rd  
MONROE TOWNSHIP, NJ 08831

# CAMPBELL Supply Company

(732) 287-8884  
Fax: (732) 392-2230



## ORIGINAL INVOICE

Date  
**10/02/2024**

Invoice  
**C101021985:01**

**Bill-To Customer**

**VERNON TOWNSHIP**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

44337



**Ship-To**

**VERNON TWP FIRE DEPT #**  
VERNON ROAD DEPT  
2 RIGGS WAY  
VERNON, NJ 07462

13880

Work: 9737647898  
Home: 9737647898

PO#	Ship Via	Date Create	Reference#	Writer	Delivery	Terms	Unit ID
24-00162	5D01	10/02/2024	Q101012395:01	AHILL	U	NET30	
Ship	B/O	Item	Description	Bin	List Price	Unit Price	Extended
1	0	101X/18-48032-000	ALF LH BLACK DOOR HANDLE	A49-5	250.50	187.88	187.88
1	0		SHIPPING & HANDLING			25.00	25.00

*TRUCK 1  
PO 24-00179  
4-01-26-316-93*

Tell us how we are doing at [Feedback@CampbellSupply.com](mailto:Feedback@CampbellSupply.com)

NO RETURNS WITHOUT THIS INVOICE. NO RETURNS ON ELECTRICAL PARTS. NO RETURNS ON NON-STOCKED OR SPECIAL-ORDER PARTS. THERE IS A 20% HANDLING FEE ON ALL RETURNS. ALL PARTS AND CORES MUST BE RETURNED IN ORIGINAL PACKAGING WITHIN 30 DAYS OR NO REFUND AND ARE SUBJECT TO OEM INSPECTION GUIDELINES FOR CREDIT. (INVOICE REQUIRED). DAMAGE OR MISSING PIECES MUST BE REPORTED WITHIN 48 HOURS OF INVOICE DATE. ANY REFUND LARGER THAN \$50.00, INITIALLY PAID FOR BY CASH OR CHECK, WILL BE REFUNDED BY MAILED CHECK TO ORIGINAL PURCHASER ONLY. ESTIMATES ARE VALID FOR 30 DAYS.

**DISCLAIMER OF WARRANTIES**

The seller, hereby expressly disclaims all warranties, either express or implied, including all implied warranties of merchantability or fitness for the particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of these Parts.

Delivered by: \_\_\_\_\_ Date: \_\_\_\_\_ Core Rec'd: \_\_\_ Y \_\_\_ N

Customer Signature: \_\_\_\_\_

Subtotal	212.88
Prepay	
Tax	0.00
<b>Total:</b>	<b>212.88</b>

Remit To:  
PO Box 7588  
Monroe, NJ 08831  
Phone: 732-287-8884  
Fax: 732-392-2227

First Priority Emergency Vehicles Inc  
2444 Ridgeway Blvd  
Bldg. 500  
Manchester Township, NJ 08759



Phone: 1-800-247-7725  
Fax: 1-732-657-7955

**INVOICE**

Invoice 29818

Page: 1 of 1  
Date: 5/23/2024

**Sold To:**

Vernon Ambulance Squad  
2 Riggs Way  
Vernon NJ 07462  
USA

**Ship To:**

Vernon Ambulance Squad  
2 Riggs Way  
Vernon NJ 07462  
USA

PO Number:

Terms: Net 30

Sales Rep: IN-House Sales

Ordered: 4/9/2024

Packing Slip: 58094

Ship Date: 5/1/2024

Legal Number: 29818

Line	Part Number/Description	Revision	Quantity	Unit Price	Ext Price
1	29-211-12 RELAY		2.00 EA	349.95 /1	699.90

**Total: 699.90**

Payment Schedule

Due Date	Amount
1 6/22/2024	699.90
<b>Total</b>	<b>699.90</b>

THIS IS A BINDING AGREEMENT TO PURCHASE GOODS and/or SERVICES AT PRICING and TERMS ESTABLISHED HEREIN. THIS ORDER CANNOT BE CANCELLED. DEPOSIT IS NONREFUNDABLE. PURCHASER CONFIRMS UNDERSTANDING OF, AND AGREEMENT WITH, THE STATEMENT OF TERMS AND CONDITIONS AND STATEMENT OF WARRANTY.

VTFD TRUCK #1

PO 24-00083

4-01-26-316-92

1015 Cranbury South River Rd  
MONROE TOWNSHIP, NJ 08831

# CAMPBELL Supply Company

(732) 287-8884  
Fax: (732) 392-2230



## REPRINT INVOICE

Date  
**04/29/2024**

Invoice  
**C101021143:01**

Bill-To Customer

44337

Ship-To

13880

**VERNON TOWNSHIP**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462



**VERNON TWP FIRE DEPT #**  
16 CHURCH ST  
VERNON, NJ 07462

Work: 9737647898

Home: 9737647898

PO#	Ship Via	Date Create	Reference #	Writer	Delivery	Terms	Unit ID
24-00162	5D01	04/02/2024	Q101011531:01	AHILL	U	NET30	
Ship	B/O	Item	Description	Bin#	List Price	Unit Price	Extended
1	0	101F/KSS 2921411	SOLENOID-200A NO (SU)	NOLOC	295.68	207.84	207.84
1	0		SHIPPING & HANDLING			25.00	25.00

*VTFD Truck #  
Po 24-00167  
4-01-25-260-90  
Res 22-109*

Tell us how we are doing at [Feedback@CampbellSupply.com](mailto:Feedback@CampbellSupply.com)

NO RETURNS WITHOUT THIS INVOICE NO RETURNS ON ELECTRICAL PARTS. NO RETURNS ON NON-STOCKED OR SPECIAL-ORDER PARTS THERE IS A 20% HANDLING FEE ON ALL RETURNS ALL PARTS AND CORES MUST BE RETURNED IN ORIGINAL PACKAGING WITHIN 30 DAYS OR NO REFUND (INVOICE REQUIRED). DAMAGE OR MISSING PIECES MUST BE REPORTED WITHIN 48 HOURS OF INVOICE DATE ANY REFUND LARGER THAN \$50.00, INITIALLY PAID FOR BY CASH OR CHECK, WILL BE REFUNDED BY MAILED CHECK TO ORIGINAL PURCHASER ONLY. ESTIMATES ARE VALID FOR 30 DAYS  
**DISCLAIMER OF WARRANTIES**

The seller, hereby expressly disclaims all warranties, either express or implied, including all implied warranties of merchantability or fitness for the particular pupose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of these Parts.

Delivered by: \_\_\_\_\_ Date: \_\_\_\_\_ Core Rec'd: \_\_\_ Y \_\_\_ N

Customer Signature: \_\_\_\_\_

Subtotal 232.84  
Prepay  
Tax 0.00  
**Total: 232.84**

Remit To:  
PO Box 7588  
Monroe, NJ 08831  
Phone: 732-287-8884  
Fax: 732-392-2227

# CAMPBELL Supply Company

CAMPBELL SUPPLY COMPANY  
1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



Invoice#  
**R115004188:01**

Date  
**12/17/2025**

Bill-To  
**VERNON TOWNSHIP**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

V.I.N  
**4Z3AAAAS75RV19948**  
Make ALF  
Model HD75  
Year 2005  
Owner VERNON TOWNSHIP  
Phone (973) 764 - 3021

Fleet# TRUCK 401  
Tag#  
System ID: 113468



Email:PRIBELLO@VERNONTWP.COM

Bill Date	Mileage In	Mileage Out	Date Out	Age	Plate	Weight	Customer ID
08/14/2025	27,960	27,960	12/17/2025	ERS	NET30	151	ROAD SERVICE
Unit Serial #	Asset Serial #	Asset Tag	Asset Size	Asset Wgt	Asset ID		
040397	0406274	751	2,997	310	2		

### Sold Operations

#### Job#1 EV-TRAVEL-R

ESTIMATED TRAVEL, MILEAGE, AND TOLLS (ROADSERVICE) TRAVEL TO AND FROM CUSTOMERS LOCATION

Complaint  
Cause  
Correction

Qty	Item	Description	Price	Extended	Est.
1	MLAGE	TRAVEL MILEAGE	0.00	0.00	e
Labor Subtotal: 0.00		Parts/Other Subtotal: 0.00	Prepay:	Operation Subtotal: 0.00	

#### Job#2 EV-MISC-R

ESTIMATED TRANSFER VALVE INOP. FAILED PUMP TEST EVALUATE AND ESTIMATE REPAIR

SEIZED TRANSFER VALVE  
REMOVE REBUILD TRANSFER VALVE REPLACE ENCODER COMPLETE

Qty	Item	Description	Price	Extended	Est.
1	115W/K 948	TRANSFER VALVE BALL REPAIR KIT	219.96	219.96	e
1	115W/K 1094	KIT CONVERSION ENCODER TVA	342.42	342.42	e
		2 DAY LEAD TIME			
1	115X/645-557-1703-203F	LED PANEL MOUNT LIGHT YELLOW/AMBER 12V	30.62	30.62	e
1	115X/645-557-1603-203F	LED PANEL MOUNT GREEN 12V	29.98	29.98	e
L		TOTAL LABOR		3,315.00	e
Labor Subtotal: 3,315.00		Parts/Other Subtotal: 622.98	Prepay:	Operation Subtotal: 3,937.98	

Please remit total invoice amount of: **\$4,292.40**

# CAMPBELL Supply Company

CAMPBELL SUPPLY COMPANY  
1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



Invoice  
**R115004188:01**

Date  
**12/17/2025**

Bill-To **44337**  
**VERNON TOWNSHIP**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

V.I.N  
**4Z3AAAAS75RV19948**  
Make ALF  
Model HD75  
Year 2005  
Owner VERNON TOWNSHIP  
Phone (973) 764 - 3021

Fleet# TRUCK 401  
Tag#  
System ID: 113468

Email: PRIBELLO@VERNONTWP.COM

RD Order #	Mileage In	Mileage Out	Date Out	Type	Terms	Warranty	Customer Ref
08/14/2025	27,960	27,960	12/17/2025	ERS	NET30	151	ROAD SERVICE

  

Body Serial #	Chassis Serial #	Asset No	Engine Hrs	Pump Hrs	Generator Hrs
040397	0406274	751	2,997	310	2

VTFD TRUCK #1  
PO 25-00257  
S-01-26-316-92  
Res 24-96

How are we doing? Share your feedback by emailing it to [Feedback@CampbellSupply.com](mailto:Feedback@CampbellSupply.com)

See Terms and Conditions

SubTotal: \$3,937.98  
PrePay: \$0.00  
Supplies: 354.42  
Diagnostic: 0.00  
Taxes: 0.00

**Total: \$4,292.40**

Customer Signature: \_\_\_\_\_  
Print: \_\_\_\_\_

Remit To:  
PO Box 7588  
Monroe, NJ 08831  
Phone: 732-287-8884  
Fax: 732-656-1922

Please remit total invoice amount of: **\$4,292.40**

# CAMPBELL Supply Company

CAMPBELL SUPPLY COMPANY  
1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



Invoice

R112006047:01

Date

5/14/2024

Bill-To 44337  
**VERNON TOWNSHIP**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

V.I.N  
**4S9AEFXB0KS419365**  
Make SPARTAN  
Model AERIAL  
Year 2019  
Owner VERNON TOWNSHIP  
Phone (973) 764 - 3021

Fleet# TRUCK 2  
Tag# AA  
System ID: 172265



Email:PRIBELLO@VERNONTWP.COM

RO Opened	Mileage In	Mileage Out	Date Out	Type	Terms	Writer	Customer PO
04/30/2024	7,096	7,096	05/14/2024	ERS	NET30	411	contract pricing
Body Serial #	Aerial Serial #	Aerial Hrs	Engine Hrs	Pump Hrs	Generator Hrs		
911070/ 4911	911070	119	752	119	25		

### Sold Operations

#### Job#1 EV-FPI-R

**Complaint** FIRE PUMP ISSUE (ROADSERVICE)- CUSTOMER REPORTS THERE IS WATER LEAKING FROM THE RELIEF VALVE

SERVICE CONTRACT RATE 156.00 PER HOUR

5-2 PART REQUEST SENT IN

**Cause** RELIEF VALVE

**Correction** 4/30/24 DRAIN THE FIRE PUMP. REMOVED THE APPLIANCES FRO MTHE RIGHT SIDE PUMP PANEL AND REMOVED THE PANEL. REMOVED THE RIGHT SIDE CAP OFF THE STEAMER INSIDE CONNECTION. REMOVED THE TUBE FROM THE FAILED RELIEF VALVE. REMOVED THE RELIEF VALVE. INSTALLED THE CAP ON THE STEAMER CONNECTION WHERE THE RELIEF VALVE WAS. INSTALLED THE NEW RELIEF VALVE ON THE RIGHT SIDE OF THE STEAMER CONNECTION- OPPOSITE OF WHERE IT WAS DUE TO CLEARANCE ISSUES WITH THE NEW VALVE- IT IS LONGER AT THE MOUNT THAN THE ORIGINAL. CANNOT INSTALL THE PIPE EXTENSION DUE TO THE LACK OF REMOVE. INSTALLED THE PUMP PANEL AND APPLIANCES. 5/13/24

Qty.	Item	Description	Price	Extended	Tax
1	112R/1014875	VLV RELIEF TPT 1850 H/W 2.5VIC	320.34	320.34	e
	L	TOTAL LABOR		1,326.00	e
Labor Subtotal: 1,326.00		Parts/Other Subtotal: 320.34	Prepay:	Operation Subtotal: <b>1,646.34</b>	

#### Job#2 EV-TRAVEL-R

**Complaint** TRAVEL, MILEAGE, AND TOLLS (ROADSERVICE)

**Cause**

**Correction**

Qty	Item	Description	Price	Extended	Tax
Labor Subtotal: 0.00		Parts/Other Subtotal: 0.00	Prepay:	Operation Subtotal: <b>0.00</b>	

Please remit total invoice amount of: **\$1,796.34**

# CAMPBELL Supply Company

CAMPBELL SUPPLY COMPANY  
1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



Invoice

R115004195:01

Date

1/23/2026

Bill-To 44337  
**VERNON TOWNSHIP**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

V.I.N  
**4Z3AAAAS75RV19948**  
Make ALF  
Model HD75  
Year 2005  
Owner VERNON TOWNSHIP  
Phone (973) 764 - 3021

Fleet# TRUCK 401  
Tag#  
System ID: 113468



Email:PRIBELLO@VERNONTWP.COM

RO Opened	Mileage In	Mileage Out	Date Out	Type	Terms	Writer	Customer PO
09/05/2025	27,960	27,960	01/23/2026	ERS	NET30	151	CUSTOMER PAY
Body Serial #	Aerial Serial #	Aerial Hrs	Engine Hrs	Pump Hrs	Generator Hrs		
040397	0406274	751	2,997	310	2		

### Sold Operations

#### Job#1 EV-TRAVEL-R

**Complaint** TRAVEL, MILEAGE, AND TOLLS (ROADSERVICE) TRAVEL TO AND FROM CUSTOMERS LOCATION

**Cause**

**Correction**

Qty	Item	Description	Price	Extended	Tax
	L	TOTAL LABOR		720.00	e
Labor Subtotal: 720.00		Parts/Other Subtotal: 0.00	Prepay:	Operation Subtotal: 720.00	

#### Job#2 EV-MISC-R

**Complaint** MISCELLANEOUS (EMERGENCY VEHICLE) HYDRAULIC LEAK LEFT SIDE LADDER EXTENSION CYLINDER

**Cause** CYLINDERS

**Correction** 9/5/2025 (151) VALIDATE COMPLAINT FOUND THE ROD SEAL LEAKING CYLINDER NEEDS NEW ROD SEAL OFF TRUCK REBUILD ESTIMATE REPAIR. DISASSEMBLED LEFT SIDE EXTENSION CYLINDER-CABLES AND HYDRAULIC HOSES. REMOVE CYLINDER FROM TRUCK.AFTER REPAIR REINSTALLED CYLINDER ONTO LADDER. RECONNECT CABLES AND HYDRAULIC LINES. RECONNECTED CABLE AND HYDRAULIC LINES ALSO CABLE PULLEYS. RETRACTED LADDER TO BRING TRUCK INSIDE. TEST AND CABLE RE-ADJUSTMENT- COMPLETE.

Qty	Item	Description	Price	Extended	Tax
1	FLEE	cyl repair FLEET BUSINESS- CREDIT CARD	1,146.25	1,146.25	e
	L	TOTAL LABOR		4,165.00	e
Labor Subtotal: 4,165.00		Parts/Other Subtotal: 1,146.25	Prepay:	Operation Subtotal: 5,311.25	

#### Job#3 EV-MISC-R

**Complaint** MISCELLANEOUS (EMERGENCY VEHICLE) HYDRAULIC LEAK RIGHT SIDE LADDER EXTENSION CYLINDER

**Cause**

Please remit total invoice amount of: **\$23,141.35**

# CAMPBELL Supply Company

CAMPBELL SUPPLY COMPANY  
1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



Invoice

R115004195:01

Date

1/23/2026

Bill-To 44337

**VERNON TOWNSHIP**

21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

Email: PRIBELLO@VERNONTWP.COM

V.I.N

4Z3AAAAS75RV19948

Make ALF  
Model HD75  
Year 2005  
Owner VERNON TOWNSHIP  
Phone (973) 764 - 3021

Fleet# TRUCK 401

Tag#

System ID: 113468

RO Opened	Mileage In	Mileage Out	Date Out	Type	Terms	Writer	Customer PO
09/05/2025	27,960	27,960	01/23/2026	ERS	NET30	151	CUSTOMER PAY

  

Body Serial #	Aerial Serial #	Aerial Hrs	Engine Hrs	Pump Hrs	Generator Hrs
040397	0406274	751	2,997	310	2

**Correction** 9/5/2025 (151) VALIDATE COMPLAINT FOUND RIGHT SIDE CYLINDER ROD SEAL LEAKING OFF TRUCK REBUILD NEEDED ESTIMATE REPAIR. DISCONNECTED HYDRAULIC HOSES AND CABLES. REMOVE CYLINDER. AFTER REPAIR BEGAN REINSTALLING CYLINDER ONTO LADDER. RECONNECT CABLES AND HYDRAULIC HOSES. TEST - COMPLETE.

Qty	Item	Description	Price	Extended	Tax
L		TOTAL LABOR		3,168.75	e
Labor Subtotal: 3,168.75		Parts/Other Subtotal: 0.00	Prepay:	Operation Subtotal: <b>3,168.75</b>	

**Job#4 EV-MISC-R**

**Complaint** MISCELLANEOUS (EMERGENCY VEHICLE) AERIAL/OUTRIGGER OVERRIDE VALVES ARE SEIZED

**Cause** VALVE

**Correction** 9/3/2025 (151) VALIDATE COMPLAINT TRYED USEING OVERRIDES THEY ARE SEIZED LUBED STILL THE SAME SEIZED VALVES AND SOLENOIDS NEED REPLACEMENT ESTIMATE REPAIR. Removed and capped hydraulic hoses. removed valve assembly. INSTALLED NEW VALVES. REMOVED HOSE ADAPTORS FROM OLD VALVE BANK AND INSTALLED THEM INTO THE NEW VALVE BANK. RECONNECTED HYDRAULIC HOSES. CHECKED FOR LEAKS.

Qty	Item	Description	Price	Extended	Tax
1	115R/720430	CONTRL HYDRAULIC MANIFOLD	1,191.54	1,191.54	e
		01/27/2026			
6	115F/PIC 4620	NON-CHLOR BRAKE CLNR	3.37	20.22	e
L		TOTAL LABOR		4,429.00	e
Labor Subtotal: 4,429.00		Parts/Other Subtotal: 1,211.76	Prepay:	Operation Subtotal: <b>5,640.76</b>	

**Job#5 EV-MISC-R**

**Complaint** MISCELLANEOUS (EMERGENCY VEHICLE) WATERWAY NOZZLE WILL NOT ROTATE TO THE RIGHT

**Cause** MOTOR

**Correction** 10/28/2025 (151) REMOVE MOTOR AND TRY TO ROTATE NOZZLE MOVES HARD AND STOPS WITH HAND CRANK REMOVE SIDE COVER CHAIN AND WORM GEAR CLEAN OUT HOUSING GREASE AND REASSEMBLE INSTALL GEARS AND MOTOR GREASE BEARING OPERATE BY HAND OKAY OPERATE WITH MOTOR VERY WEAK ORDER MOTOR. REPLACE MOTOR. TEST. COMPLETE.

Qty	Item	Description	Price	Extended	Tax
-----	------	-------------	-------	----------	-----

Please remit total invoice amount of: **\$23,141.35**

# CAMPBELL Supply Company

CAMPBELL SUPPLY COMPANY  
1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



**Invoice**

**R115004195:01**

**Date**

**1/23/2026**

<b>Bill-To</b>	<b>44337</b>	<b>V.I.N</b>	<b>Fleet# TRUCK 401</b>
<b>VERNON TOWNSHIP</b>		<b>4Z3AAAAS75RV19948</b>	<b>Tag#</b>
21 CHURCH ST		<i>Make</i> ALF	<b>System ID: 113468</b>
PO BOX 340		<i>Model</i> HD75	
VERNON, NJ 07462		<i>Year</i> 2005	
		<i>Owner</i> VERNON TOWNSHIP	
		<i>Phone</i> (973) 764 - 3021	

Email: PRIBELLO@VERNONTWP.COM

RO Opened	Mileage In	Mileage Out	Date Out	Type	Terms	Writer	Customer PO
09/05/2025	27,960	27,960	01/23/2026	ERS	NET30	151	CUSTOMER PAY

Body Serial #	Aerial Serial #	Aerial Hrs	Engine Hrs	Pump Hrs	Generator Hrs
040397	0406274	751	2,997	310	2

1	115R/515367-001	MOTOR AKR 3578	473.94	473.94	e
	L	TOTAL LABOR		1,582.40	e
Labor Subtotal: 1,582.40		Parts/Other Subtotal: 473.94	Prepay:	Operation Subtotal: <b>2,056.34</b>	

**Job#6 EV-MISC-R**

**Complaint** MISCELLANEOUS (EMERGENCY VEHICLE) PUMP TO AERIAL WATERWAY VALVE LEAKING  
**Cause** VALVE  
**Correction** REMOVED OFFICERS SIDE PUMP PANEL. REMOVED VALVE WITH PIPING. DISASSEMBLED VALVE AND PIPING. CLEANED AND REBUILT VALVE. OPERATED PUMP AND VALVE. CHECKED FOR LEAKS. JOB COMPLETE

Qty	Item	Description	Price	Extended	Tax
	L	TOTAL LABOR		3,569.00	e
Labor Subtotal: 3,569.00		Parts/Other Subtotal: 0.00	Prepay:	Operation Subtotal: <b>3,569.00</b>	

**Job#7 EV-MISC-R**

**Complaint** MISCELLANEOUS (EMERGENCY VEHICLE) BOTH OF THE EXTENSION CYLINDER SLIDE TRACKS ARE BENT NEAR THE CRADLE CONTACT POINT OF THE BASE SECTION  
**Cause** TRACK BENT  
**Correction** STARIGHTENED SLIDE TRACKS ON BOTH SIDES OF THE MAIN SECTION. NEED TO PRIMER AND PUT FINISH COAT OF PAINT ON. PRIMERED AND PAINTED WHITE THE AREAS WHERE NEEDED. THIS JOB COMPLETE.

Qty	Item	Description	Price	Extended	Tax
	L	TOTAL LABOR		1,290.00	e
Labor Subtotal: 1,290.00		Parts/Other Subtotal: 0.00	Prepay:	Operation Subtotal: <b>1,290.00</b>	

**Job#8 EV-MISC-R**

**Complaint** MISCELLANEOUS (EMERGENCY VEHICLE) CRACKED ALUMINUM WELDS ON THE IGUS WIRE TRACKING ALONG THE LADDER SECTIONS GUIDE IS LOCATED AT THE REAR OF THE MID-SECTION AND IS BENT  
**Cause** BRACKET  
**Correction** 10/29/2025 (151) REMOVE BRACKET HAVE WELDED REINSTALL AND ADJUST OKAY- COMPLETE.

Qty	Item	Description	Price	Extended	Tax
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Please remit total invoice amount of: **\$23,141.35**

# CAMPBELL Supply Company

CAMPBELL SUPPLY COMPANY  
1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



Invoice

R115004195:01

Date

1/23/2026

Bill-To 44337  
**VERNON TOWNSHIP**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

V.I.N  
**423AAAAS75RV19948**  
Make ALF  
Model HD75  
Year 2005  
Owner VERNON TOWNSHIP  
Phone (973) 764 - 3021

Fleet# TRUCK 401  
Tag#  
System ID: 113468

Email:PRIBELLO@VERNONTWP.COM

RO Opened	Mileage In	Mileage Out	Date Out	Type	Terms	Writer	Customer PO
09/05/2025	27,960	27,960	01/23/2026	ERS	NET30	151	CUSTOMER PAY
Body Serial #	Aerial Serial #	Aerial Hrs	Engine Hrs	Pump Hrs	Generator Hrs		
040397	0406274	751	2,997	310	2		

1	HEADUP	HEADS UP INDUSTRIES	54.00	54.00	e
	L	TOTAL LABOR		1,006.25	e
Labor Subtotal: 1,006.25		Parts/Other Subtotal: 54.00	Prepay:	Operation Subtotal: 1,060.25	

VTFD TRUCK 1  
PO 25-00257  
5-01-26-316-92  
Res 24-96

How are we doing? Share your feedback by emailing it to [Feedback@CampbellSupply.com](mailto:Feedback@CampbellSupply.com)

See Terms and Conditions

SubTotal: \$22,816.35  
PrePay: \$0.00  
Supplies: 325.00  
Diagnostic: 0.00  
Taxes: 0.00

**Total: \$23,141.35**

Customer Signature: \_\_\_\_\_  
Print: \_\_\_\_\_

Remit To:  
PO Box 7588  
Monroe, NJ 08831  
Phone: 732-287-8884  
Fax: 732-656-1922

Please remit total invoice amount of: **\$23,141.35**

# CAMPBELL Supply Company

CAMPBELL SUPPLY COMPANY  
1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



**Invoice**  
R112005735:01

**Date**  
8/28/2023

Bill-To 44337  
**VERNON TOWNSHIP OF**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

V.I.N  
**423AAAAS75RV19948**  
Make ALF  
Model HD75  
Year 2005  
Owner VERNON TOWNSHIP OF  
Phone (973) 764 - 3021

Fleet# TRUCK 401  
Tag# AA  
System ID: 113468



Email:PRIBELLO@VERNONTWP.COM

RO Opened	Mileage In	Mileage Out	Date Out	Type	Terms	Writer	Customer PO
05/31/2023	24,673	24,673	08/28/2023	ERS	NET30	411	PETER R

  

Body Serial #	Aerial Serial #	Aerial Hrs	Engine Hrs	Pump Hrs	Generator Hrs
040397	0406274	286	2,722	692	2

### Sold Operations

#### Job#1 EV-APM75-R

**Complaint** ERV AERIAL 75' SERVICE (ROADSERVICE)- CUSTOMER REQUESTS A FULL AERIAL PM SERVICE ON A 75' RM  
PART REQUEST SENT IN 5-31 FOR ALL LINES

**Cause** CUSTOMER REQUEST/ OVER DUE

**Correction** PERFORMED A FULL AERIAL PM SERVICE ON A 75' REAR MOUNT STICK AS PER THE CHECKLIST

Qty	Item	Description	Price	Extended	Tax
1	112R/720230	FILTER ELEMENT/FOR (73) ASS	56.34	56.34	e
1	112R/720229	FILTER RETURN	63.54	63.54	e
6	112R/039896V007	GREASE LUBE-A-BOOM 14OZ	32.34	194.04	e
3	112F/PIC 4620	NON-CHLOR BRAKE CLNR	2.81	8.43	e
	L	TOTAL LABOR		1,677.64	e
Labor Subtotal: 1,677.64			Parts/Other Subtotal: 322.35	Prepay:	Operation Subtotal: <b>1,999.99</b>

#### Job#2 EV-ELEC-R

**Complaint** ELECTRICAL ISSUE (EMERGENCY VEHICLE) (ROADSERVICE)- RUNG ALIGNMENT SWITCH IS LOOSE  
PART REORDERED 6-21

**Cause** PLASTIC THREADS ARE STRIPPED ON THE SENSOR

**Correction** REMOVED THE STRIPPED SENSOR. INSTALLED THE NEW SENSOR AND WIRED IT INTO THE ELECTRICAL CIRCUIT. TESTED- RUNG ALIGNMENT IS OFF WHEN ALIGNED AND ON WHEN NOT. CHECKED WIRING- WIRING IS RIGHT. REMOVED THE NEW SWITCH AND WIRED IT TO A 12 VOLT BATTERY TO TEST. NEW LIGHT WORKS BACKWARDS FROM THE BAD LIGHT, EVENTHOUGH THE SENSORS ARE THE SAME PART NUMBER I BELIEVE THEY ARE WIRED DIFFERENT INSIDE. WILL GET ANOTHER SENSOR. INSTALLED THE NEW SENSOR AND WIRED IT INTO THE ELECTRICAL CIRCUIT- TESTED- LIGHT WORKING AS DESIGNED.

Qty	Item	Description	Price	Extended	Tax
1	112X/2XCE4	PHOTOELEC RUNG ALIGNMENT SENSR	502.35	502.35	e
1	FRT	SHIPPING & HANDLING	15.00	15.00	e

Please remit total invoice amount of: **\$4,012.91**

# CAMPBELL Supply Company

CAMPBELL SUPPLY COMPANY  
1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



**Invoice**  
R112005735:01

**Date**  
8/28/2023

Bill-To 44337  
**VERNON TOWNSHIP OF**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

V.I.N  
**4Z3AAAAS75RV19948**  
Make ALF  
Model HD75  
Year 2005  
Owner VERNON TOWNSHIP OF  
Phone (973) 764 - 3021

Fleet# TRUCK 401  
Tag# AA  
System ID: 113468

Email:PRIBELLO@VERNONTWP.COM

RO Opened	Mileage In	Mileage Out	Date Out	Type	Terms	Writer	Customer PO
05/31/2023	24,673	24,673	08/28/2023	ERS	NET30	411	PETER R

  

Body Serial #	Aerial Serial #	Aerial Hrs	Engine Hrs	Pump Hrs	Generator Hrs
040397	0406274	286	2,722	692	2

  

41	112X/85489M02-01	14.19" CABLE TIE, BLACK		0.70	28.70	e
	L	TOTAL LABOR			322.50	e
Labor Subtotal: 322.50		Parts/Other Subtotal: 546.05	Prepay:	Operation Subtotal: <b>868.55</b>		

**Job#3 EV-AERIAL-R**

**Complaint** AERIAL REPAIR (ROADSERVICE)- BOTH THE UPPER AND LOWER HYDRAULIC GAUGES ARE BAD

**Cause** UPPER GAUGE CLOUDY UNREADABLE/ LOWER GAUGE NEEDLE IS BROKEN

**Correction** DISASSEMBLED THE OPERATOR'S STATION ON THE TURN TABLE. REMOVED AND REPLACED THE GAUGE WITH NEW. REASSEMBLED THE STATION. REMOVED AND REPLACED THE GAUGE ON THE LEFT OUT RIGGER VALVE BLOCK. TESTED- BOTH GAUGES ARE WORKING CORRECTLY.

Qty	Item	Description	Price	Extended	Tax
2	112X/7770689	GAUGE	71.37	142.74	e
	L	TOTAL LABOR		290.25	e
Labor Subtotal: 290.25		Parts/Other Subtotal: 142.74	Prepay:	Operation Subtotal: <b>432.99</b>	

**Job#4 EV-ELEC-R**

**Complaint** ELECTRICAL ISSUE (EMERGENCY VEHICLE) (ROADSERVICE)- RIGHT SIDE OUT RIGGER DEPLOYED LIGHT IS OUT

\*\*\*\*DO NOT CHARGE LABOR\*\*\*

**Cause** BULB BURNED OUT

**Correction** REMOVED THE BULB AND REPLACED IT WITH A NEW ONE, PUT THE EXTRA BULB IN THE GLOVE BOX.

Qty	Item	Description	Price	Extended	Tax
1	112X/1505K66	BULBS 5 PACK	14.49	14.49	e
1	FRT	SHIPPING & HANDLING	15.00	15.00	e
Labor Subtotal: 0.00		Parts/Other Subtotal: 29.49	Prepay:	Operation Subtotal: <b>29.49</b>	

**Job#5 EV-AERIAL-R**

**Complaint** AERIAL REPAIR (ROADSERVICE)- RIGHT TIP STEP RETENSION SPRING IS BAD

Please remit total invoice amount of: **\$4,012.91**

# CAMPBELL Supply Company

CAMPBELL SUPPLY COMPANY  
1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



Invoice

R112005735:01

Date

8/28/2023

Bill-To 44337  
**VERNON TOWNSHIP OF**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

V.I.N  
**4Z3AAAAS75RV19948**  
Make ALF  
Model HD75  
Year 2005  
Owner VERNON TOWNSHIP OF  
Phone (973) 764 - 3021

Fleet# TRUCK 401  
Tag# AA  
System ID: 113468

Email:PRIBELLO@VERNONTWP.COM

RO Opened	Mileage In	Mileage Out	Date Out	Type	Terms	Writer	Customer PO
05/31/2023	24,673	24,673	08/28/2023	ERS	NET30	411	PETER R

  

Body Serial #	Aerial Serial #	Aerial Hrs	Engine Hrs	Pump Hrs	Generator Hrs
040397	0406274	286	2,722	692	2

**Cause** SPRING IS SPRUNG

**Correction** REMOVED THE MOUNTING HARDWARE AND THE SPRING TOOK OFF IN THE AIR. SPENT A BIT OF TIME TO FIGURE OUT HOW THE SPRING SITS IN THE BRACKETS. INSTALLED THE SPRING AND TESTED. STEP IS BEING HELD BACK AS DESIGNED.

Qty	Item	Description	Price	Extended	Tax
1	112R/7834000094	STAINLESS STEEL COIL RETAINING	19.14	19.14	e
1	frt	SHIPPING & HANDLING	15.00	15.00	e
	L	TOTAL LABOR		129.00	e
Labor Subtotal: 129.00		Parts/Other Subtotal: 34.14	Prepay:	Operation Subtotal: <b>163.14</b>	

**Job#6 EV-TRAVEL-R**

**Complaint** TRAVEL, MILEAGE, AND TOLLS (ROADSERVICE)

**Cause**

**Correction**

Qty	Item	Description	Price	Extended	Tax
	L	TOTAL LABOR		318.75	e
Labor Subtotal: 318.75		Parts/Other Subtotal: 0.00	Prepay:	Operation Subtotal: <b>318.75</b>	

Please remit total invoice amount of: **\$4,012.91**

# CAMPBELL Supply Company

CAMPBELL SUPPLY COMPANY  
1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



Invoice

R112005735:01

Date

8/28/2023

Bill-To 44337

**VERNON TOWNSHIP OF**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

V.I.N

**423AAAAS75RV19948**

Make ALF  
Model HD75  
Year 2005  
Owner VERNON TOWNSHIP OF  
Phone (973) 764 - 3021

Fleet# TRUCK 401

Tag# AA

System ID: 113468

Email: PRIBELLO@VERNONTWP.COM

RO Opened	Mileage In	Mileage Out	Date Out	Type	Terms	Writer	Customer PO
05/31/2023	24,673	24,673	08/28/2023	ERS	NET30	411	PETER R
Body Serial #	Aerial Serial #	Aerial Hrs	Engine Hrs	Pump Hrs	Generator Hrs		
040397	0406274	286	2,722	692	2		

VFD Truck #1  
Po 23-00140  
3-01-25-260-90

How are we doing? Share your feedback by emailing it to [Feedback@CampbellSupply.com](mailto:Feedback@CampbellSupply.com)

See Terms and Conditions

SubTotal: \$3,812.91  
PrePay: \$0.00  
Supplies: 200.00  
Diagnostic: 0.00  
Taxes: 0.00

**Total: \$4,012.91**

Customer Signature: \_\_\_\_\_  
Print: \_\_\_\_\_

Remit To:  
PO Box 7588  
Monroe, NJ 08831  
Phone: 732-287-8884  
Fax: 732-656-1922

Please remit total invoice amount of: **\$4,012.91**

# CAMPBELL Supply Company

CAMPBELL SUPPLY COMPANY  
1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



**Invoice**

**R101014193:01**

**Date**

**1/11/2024**

Bill-To **44337**  
**VERNON TOWNSHIP OF**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

V.I.N **4Z3AAAAS75RV19948**  
Make **ALF**  
Model **HD75**  
Year **2005**  
Owner **VERNON TOWNSHIP OF**  
Phone **(973) 764 - 3021**

Fleet# **TRUCK 401**  
Tag#  
System ID: **113468**



Email: PRIBELLO@VERNONTWP.COM

RO Opened	Mileage In	Mileage Out	Date Out	Type	Terms	Writer	Customer PO
01/02/2024	24,291	24,291	01/11/2024	ECS	NET30	103	LADDER TEST
Body Serial #	Aerial Serial #	Aerial Hrs	Engine Hrs	Pump Hrs	Generator Hrs		
040397	0406274	286	2,679	692	2		

### Sold Operations

#### Job#1 EV-AERIAL

**Complaint** AERIAL REPAIR - COMPLETE customer reports accident damage 3rd party ladder test scheduled for 1/4/2024 fireone mistras

**Cause**

**Correction** LADDER TEST COMPLETED.

Qty	Item	Description	Price	Extended	Tax
1	MISTRA	MISTRAS GROUP INC	1,175.00	1,175.00	e
Labor Subtotal: 0.00		Parts/Other Subtotal: 1,175.00	Prepay:	Operation Subtotal: <b>1,175.00</b>	

How are we doing? Share your feedback by emailing it to [Feedback@CampbellSupply.com](mailto:Feedback@CampbellSupply.com)

**See Terms and Conditions**

SubTotal:	\$1,175.00
PrePay:	\$0.00
Supplies:	0.00
Diagnostic:	0.00
Taxes:	0.00
<b>Total:</b>	<b>\$1,175.00</b>

Customer Signature: \_\_\_\_\_  
Print: \_\_\_\_\_

Remit To:  
PO Box 7588  
Monroe, NJ 08831  
Phone: 732-287-8884  
Fax: 732-656-1922

Please remit total invoice amount of: **\$1,175.00**

# CAMPBELL Supply Company

CAMPBELL SUPPLY COMPANY  
1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



Invoice

R101014193:01

Date

1/11/2024

Bill-To 44337  
**VERNON TOWNSHIP OF**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

V.I.N  
**4Z3AAAAS75RV19948**  
Make ALF  
Model HD75  
Year 2005  
Owner VERNON TOWNSHIP OF  
Phone (973) 764 - 3021

Fleet# TRUCK 401  
Tag#  
System ID: 113468

Email:PRIBELLO@VERNONTWP.COM

RD Opened	Mileage In	Mileage Out	Date Out	Type	Terms	Writer	Customer PO
01/02/2024	24,291	24,291	01/11/2024	ECS	NET30	103	LADDER TEST
Body Serial #	Aerial Serial #	Aerial Hrs	Engine Hrs	Pump Hrs	Generator Hrs		
040397	0406274	286	2,679	692	2		

### Terms and Conditions

#### "LIMITED LABOR WARRANTY"

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 90 DAYS OR 4,000 MILES (WHICHEVER COMES FIRST) FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES: FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM - WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON. DURING THE DURATION PERIOD OF THIS LIMITED WARRANTY, THE REPAIR FACILITY WILL PROVIDE ADDITIONAL LABOR, AT NO EXPENSE TO CUSTOMERS, FOR ANY ADDITIONAL REPAIRS THAT ARE NECESSITATED AS A RESULT OF REPAIRS UNDER THIS LIMITED WARRANTY, CUSTOMER MUST: (A) NOTIFY THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER OF ANY DEFECT IN LABOR WITHIN A REASONABLE TIME AFTER CUSTOMERS DISCOVER OR SHOULD HAVE DISCOVERED ANY SUCH DEFECT. SUCH NOTICE, HOWEVER, MUST BE GIVEN TO REPAIR FACILITY BEFORE THE END OF THE DURATION PERIOD OF THIS LIMITED WARRANTY, AS SPECIFIED ABOVE; (B) DELIVER THE VEHICLE TO THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER WITHIN FIVE (5) DAYS OF NOTICE OF SUCH DEFECT IN LABOR; (C) AUTHORIZE THE REPAIR FACILITY TO MAKE THE REPAIR REQUIRED; AND (D) PAY THE CHARGES FOR ANY ADDITIONAL PARTS REQUIRED TOGETHER WITH SALES TAX UPON COMPLETION OF SUCH REPAIR. ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF LIMITED WARRANTY. UNDER NO CIRCUMSTANCES WILL THE REPAIR FACILITY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROPERTY, LOSS OF VEHICLE USE, LOSS OF TIME, LOSS OF INCOME AND PROFITS, INCONVENIENCE OR COMMERCIAL LOSS. THE PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER(S). THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY," NEGLIGENCE OR OTHERWISE.

#### NOTIFICATION OF CHANGES

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#### USE OF STANDARD REPAIR TIMES

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#### AGREEMENT TO MISCELLANEOUS FEE

THE REPAIR FACILITY CHARGES A FEE OF 9% OF PARTS AND LABOR ON ALL TICKETS UP TO \$425.00. THIS FEE COVERS THE COST OF CONSUMABLE ITEMS AND THE DISPOSAL OF WASTE MATERIALS GENERATED BY THE SHOP. BY SIGNING THE FRONT OF THIS DOCUMENT, YOU ARE AGREEING TO THIS FEE.

#### DIAGNOSTIC CHARGE

THE REPAIR FACILITY CHARGES A FLAT CHARGE OF ONE (1) HOUR OF LABOR FOR THE INITIAL CONNECTION OF ALL DIAGNOSTIC EQUIPMENT. TIME USED IN THE REPAIR WILL BE CHARGED IN EXCESS OF THIS FEE.

#### RESPONSIBILITY OF LOSS ITEMS

THE REPAIR FACILITY IS NOT RESPONSIBLE FOR ANY ITEMS LEFT IN THE TRUCK. PLEASE BE SURE TO REMOVE ALL ITEMS OF VALUE FROM THE TRUCK PRIOR TO REPAIR.

#### STORAGE FEES

PLEASE BE ADVISED THAT UPON COMPLETION OF OUR SERVICE WORK, WE PROVIDE THE CUSTOMER WITH SEVEN DAYS OF STORAGE. WE RESERVE THE RIGHT TO CHARGE \$150.00 PER DAY FOR THE STORAGE THEREAFTER.

Please remit total invoice amount of: **\$1,175.00**

Please remit total invoice amount of: **\$1,175.00**

# CAMPBELL Supply Company

CAMPBELL SUPPLY COMPANY  
1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



Invoice

R112006149:01

Date

7/17/2025

Bill-To 44337  
**VERNON TOWNSHIP**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

V.I.N  
**4Z3AAAAS75RV19948**  
Make ALF  
Model HD75  
Year 2005  
Owner VERNON TOWNSHIP  
Phone (973) 764 - 3021

Fleet# TRUCK 401  
Tag# AA  
System ID: 113468



Email:PRIBELLO@VERNONTWP.COM

RO Order #	Mileage In	Mileage Out	Date Out	Type	Terms	Writer	Customer PO
08/26/2024	27,827	27,827	07/17/2025	ERS	NET30	411	ROAD SERVICE
Body Serial #	Aerial Serial #	Aerial Hrs	Engine Hrs	Pump Hrs	Generator Hrs		
040397	0406274	751	2,997	310	2		

### Sold Operations

**Job#1 EV-FPI-R**

**Complaint** FIRE PUMP ISSUE (ROADSERVICE)- ITEMS GIGGED ON THE FIRE PUMP TEST:

FAILED VACUUM TEST- WILL NOT HOLD VACUUM- WATER IN PUMP  
LEFT SIDE INTAKE SCREEN IS BAD  
MASTER COMPOUND GAUGE IS BROKEN  
PUMP DRAIN IS FROZEN

12-5 CUSTOMER DOES NOT HAVE THE FUNDS TO CONTINUE WITH THESE REPAIRS FOR 2024

PART REQUEST SENT IN 8-26

CONTRACT BIN 24-96

**Cause** BROKEN/ WORN PARTS

**Correction** MOVED THE RIG OUTSIDE AND DRAINED THE TANK. REMOVED THE APPLIANCES FROM THE DRIVER SIDE PUMP PANEL AND REMOVED THE PANEL. REMOVED THE #2 DISCHARGE PIPING AND REMOVED FROM THE RIG FOR ACCESS TO THE TANK TO PUMP VALVE. REMOVED THE VALVE TO REBUILD. FOUND DURING THE DISASSEMBLE PROCESS THE VALVE IS WORN ON THE INSIDE AT THE SEAT AND REBUILDING IT WILL NOT FIX THE PASSING WATER ISSUE, THE VALVE NEEDS TO BE REPLACED. REASSEMBLED THE VALVE AND RIG IN REVERSE ORDER AND FILLED THE TANK.

MOVED THE RIG OUTSIDE AND DRAINED THE TANK. REMOVED THE APPLIANCES FROM THE DRIVER SIDE PUMP PANEL AND REMOVED THE PANEL. REMOVED THE #2 DISCHARGE PIPING AND REMOVED FROM THE RIG FOR ACCESS TO THE TANK TO PUMP VALVE. REMOVED THE VALVE TO BE REPLACED. INSTALLED THE NEW VALVE AND BOLTED IN PLACE. BEGAN TO FILL THE TANK USING THE GARDEN HOSE TO TEST THE VALVE OPERATION- VALVE IS NOT ALLOWING WATER TO BY-PASS THE SEATS. REMOVED AND REPLACED THE BOTH THE MASTER INTAKE AND DISCHARGE GAUGES WITH NEW. REPLACED THE INTAKE STRAINER SCREENS. DISASSEMBLED AND REBUILT THE MASTER PUMP DRAIN. OPERATED THE PUMP FOR A PERIOD OF TIME TO TEST- PUMP IS WORKING AS DESIGNED.

Qty	Item	Description	Price	Extended	Tax
1	112R/389240	GA 4 PRESS 30-0-600 NOSHOK	268.74	268.74	e
2	112R/514291	GA 4.5 PRESS 30-0-600 CLASS 1	163.14	326.28	e
1	112R/K514-1	DRAIN VALVE REPAIR KIT DRNVAL	18.06	18.06	e
1	112R/388972	VLV 3.0 BDY AKR 8830 THICK SP	518.34	518.34	e

Please remit total invoice amount of: **\$3,677.42**

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1015 CRANBURY SOUTH RIVER RD  
MONROE TOWNSHIP, NJ 08831  
PHONE: (732) 287-8884



Invoice

R112006149:01

Date

7/17/2025

Bill-To 44337

**VERNON TOWNSHIP**  
21 CHURCH ST  
PO BOX 340  
VERNON, NJ 07462

V.I.N  
**4Z3AAAAS75RV19948**

Make ALF  
Model HD75  
Year 2005  
Owner VERNON TOWNSHIP  
Phone (973) 764 - 3021

Fleet# TRUCK 401  
Tag# AA  
System ID: 113468

Email:PRIBELLO@VERNONTWP.COM

RO Opened	Mileage In	Mileage Out	Date Out	Type	Terms	Writer	Customer
08/26/2024	27,827	27,827	07/17/2025	ERS	NET30	411	ROAD SERVICE
Body Serial #	Aerial Serial #	Aerial Hrs	Engine Hrs	Pump Hrs	Generator Hrs		
040397	0406274	751	2,997	310	2		

1	FRT	SHIPPING & HANDLING	50.00	50.00	e
	L	TOTAL LABOR		2,496.00	e
Labor Subtotal: 2,496.00		Parts/Other Subtotal: 1,181.42	Prepay:	Operation Subtotal: 3,677.42	

**Job#2 EV-TRAVEL-R**

**Complaint** TRAVEL, MILEAGE, AND TOLLS (ROADSERVICE)

**Cause**

**Correction**

Qty	Item	Description	Price	Extended	Tax
Labor Subtotal: 0.00		Parts/Other Subtotal: 0.00	Prepay:	Operation Subtotal: 0.00	

#401  
PO 25-00257  
5-01-26-316-92  
Res 22-109

How are we doing? Share your feedback by emailing it to [Feedback@CampbellSupply.com](mailto:Feedback@CampbellSupply.com)

See Terms and Conditions

SubTotal: \$3,677.42  
PrePay: \$0.00  
Supplies: 0.00  
Diagnostic: 0.00  
Taxes: 0.00  
**Total: \$3,677.42**

Customer Signature: \_\_\_\_\_  
Print: \_\_\_\_\_

Remit To:  
PO Box 7588  
Monroe, NJ 08831  
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<b>Invoice</b>
<b>R112006149:01</b>
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**V.I.N**  
**4Z3AAAAS75RV19948**  
*Make* ALF  
*Model* HD75  
*Year* 2005  
*Owner* VERNON TOWNSHIP  
*Phone* (973) 764 - 3021

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Please remit total invoice amount of: **\$3,677.42**

March 5, 2026  
09:49 AM

Township of Vernon  
Check Register By Check Date

Patricia Reiche Page No: 1

Range of Checking Accts: First to Last Range of Check Dates: 02/18/26 to 03/04/26  
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check # PO #	Check Date	Vendor Description	Amount Paid	Reconciled/Void	Ref Num Contract
10-001		GENERAL/CENTRAL CHECKING			
65457	02/24/26	ACEWA005 ACE WALCO TERMITE & PEST CONTR			654
		26-00222 PEST CONTROL SERVICES	78.97		
65458	02/24/26	ACMEM005 ACME MARKETS, INC			654
		26-00042 SC Kitch and Programs	196.41		
		26-00071 Rec Events	94.96		
			291.37		
65459	02/24/26	ALFRE005 Alfredo Castro			654
		26-00352 4TH QTR 2024 DUP TAX REFUND	2,035.13		
		26-00353 1ST/2ND QTRS 2025 DUP TAX REFU	4,196.79		
			6,231.92		
65460	02/24/26	AMAZO005 AMAZON.COM SERVICES LLC		02/24/26 VOID	0
65461	02/24/26	AMAZO005 AMAZON.COM SERVICES LLC			654
		25-00802 Beautification Committee	369.99		
		26-00043 SC Supplies	280.70		
		26-00072 Rec Programs	302.46	Charged to Recreation Trust	
		26-00272 Admin Office Supplies	99.99		
		26-00331 mobile file cabinet - cfo	98.99		
		26-00356 Supplies 2026 Patty	158.51		
			1,310.64		
65462	02/24/26	AMERI040 AMERICAN HOSE & HYDRAULIC CO,			654
		25-00242 FOR VARIOUS HYDRAULIC REPAIRS	832.50		
65463	02/24/26	ANIMA005 ANIMAL CARE EQUIPMENT & SERVIC			654
		25-01571 Animal Control- Squeeze Cage	329.98		
65464	02/24/26	ARKEL005 ARKEL MOTORS INC			654
		26-00138 PARTS TO REPAIR INT'L TRUCKS	2,306.06		
65465	02/24/26	BRADF005 Bradford Minadeo			654
		26-00351 3RD QTR 2025 DUP TAX REFUND	1,489.46		
65466	02/24/26	BRIGH010 BRIGHTSPEED			654
		26-00286 Phone Services Police	690.96		
65467	02/24/26	CAMPB010 CAMPBELL SUPPLY CO, LLC,			654
		25-00257 REPAIRS TO FIRE TRUCKS	23,141.35		
65468	02/24/26	CAMPB020 CAMPBELL FREIGHTLINER, LLC			654
		26-00116 PARTS TO REPAIR FREIGHTLINER	3,721.84		
65469	02/24/26	CARME005 Carmel Pellegrino			654
		26-00308 REPLACEMENT CK#65092	1,195.13		
65470	02/24/26	CINTA005 CINTAS CORPORATION NO 2		02/24/26 VOID	0

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
65471	02/24/26	CINTA005 CINTAS CORPORATION NO 2			654
	26-00209	JANITORIAL SUPPLIES	608.40		
	26-00211	UNIFORM EXPENSE	1,535.09		
	26-00284	Municipal AED Maintenance	424.00		
	26-00342	FIRST AID KITS DPW & CREWS	1,504.17		
			<u>4,071.66</u>		
65472	02/24/26	CLUTC005 DOVER BRAKE & CLUTCH			654
	25-00198	PARTS TO REPAIR DPW VEHICLES	42.96		
	26-00147	PARTS TO REPAIR DPW VEHICLES	457.41		
			<u>500.37</u>		
65473	02/24/26	CRYST005 CRYSTAL MOUNTAIN SPRINGS			654
	26-00082	WATER COOLER SERVICE	319.69		
65474	02/24/26	DAKTR005 DAKTRONICS, INC.			654
	26-00306	Municipal DisplaySign Warranty	555.00		
65475	02/24/26	DELTA005 DELTA DENTAL PLAN OF NJ			654
	26-00399	March 2026	15,327.96		
65476	02/24/26	DOWNT005 MISHELLE DOWNTAIN			654
	26-00073	Rec Events	50.00		
65477	02/24/26	EDMUN005 EDMUNDS & ASSOCIATES, INC			654
	26-00271	ADDED/OMITTED BILLS	290.00		
65478	02/24/26	ENTER020 ENTERPRISE FLEET MANAGMENT, INC			654
	26-00056	CAR LEASE	452.04		
	26-00060	Admin & VEMS Car Lease	1,356.76		
	26-00157	MONTHLY LEASE PAYMENTS	37,868.01		
	26-00375	PD Vehicle Lease	34,406.96		
	26-00387	Enterprise - February	4,630.39		
			<u>78,714.16</u>		
65479	02/24/26	FASTE005 FASTENAL COMPANY			654
	25-00202	RE-STOCKING OF SAFETY VEND MAC	366.01		
	26-00142	RE-STOCKING OF SAFETY VENDING	137.17		
			<u>503.18</u>		
65480	02/24/26	FERNA005 FERNANDO COVA-GOMEZ			654
	26-00354	2024 4TH QTR DUP TAX REFUND	2,038.11		
65481	02/24/26	FINIS005 FINISH LINE INC			654
	25-01591	SC Kitchen Uniforms	600.00		
65482	02/24/26	FIREA005 FIRE AND SAFETY SERVICES LTD			654
	26-00319	SUPPLEMENT REPAIR PVFD 462	2,877.40		
65483	02/24/26	GFOA005 G.F.O.A. OF NEW JERSEY			654
	26-00357	2026 Membership Dues	100.00		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
65484	02/24/26	GOLDT005 GOLD TYPE BUSINESS MACHINES			654
		26-00204 Info Cop	3,937.50		
65485	02/24/26	GPCNA005 NAPA Auto Parts			654
		26-00020 EMERGENCY-PARTS TO REPAIR VTFD	76.09		
		26-00029 EMERGENCY-TO REPLACE FRONT PAD	1,016.14		
		26-00128 PARTS TO REPAIR DPW VEHICLES	380.64		
			<u>1,472.87</u>		
65486	02/24/26	HAROL005 HAROLD E PELLOW AND ASSOC, INC			654
		25-00048 2025 LUB Engineer Blanket PO	580.00		
		26-00340 Eng - Roads, LDP's,Parks, SWM	3,337.10		
			<u>3,917.10</u>		
65487	02/24/26	HENDE010 HENDERSON PRODUCTS, INC			654
		26-00104 TO REPAIR HENDERSON SNOW PLOWS	1,262.96		
65488	02/24/26	HERAL005 NEW JERSEY HERALD			654
		25-00264 2025 Legal Advertising	33.48		
		26-00124 Legal Notices	70.68		
			<u>104.16</u>		
65489	02/24/26	HHAUT005 H & H AUTO PARTS OF VERNON			654
		26-00030 EMERGENCY-TO REPLACE BATTERY P	224.95		
65490	02/24/26	HIGHL025 HIGHLAND LAKES VOLUNTEER FIRE			654
		26-00370 reimburse jan 2026 expenses	770.76		
65491	02/24/26	IDEMI005 IDEMIA IDENTITY & SECURITY USA			654
		26-00207 2026 Maint.	2,805.00		
65492	02/24/26	INSTI010 INSTITUTE FOR PRO DEVL			654
		26-00266 NICOLE WEBINAR	50.00		
		26-00303 Webinar	150.00		
			<u>200.00</u>		
65493	02/24/26	INTEG010 INTEGRATED MICRO SYSTEMS, INC			654
		26-00389 Municipal IT Consultant	2,400.00		
65494	02/24/26	JCALD005 J. CALDWELL & ASSOCIATES LLC			654
		25-00047 2025 LUB Planner Blanket PO	525.00		
65495	02/24/26	JOHNS020 JOHNNY ON THE SPOT DBA UNITED			654
		26-00080 Porta Potty Rentals	997.56		
65496	02/24/26	KUNZO005 APRIL A KUNZ-OLEKSY			654
		26-00052 SC Exercise Classes	280.00	Charged to Senior Trust	
65497	02/24/26	LANDS015 NOTCHWOOD LANDSCAPE			654
		26-00036 SNOW PLOWING BARRY LAKES	28,762.50		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
65498	02/24/26	LAWOF040 Law offices of Chirag D Mehta			654
		26-00273 Municipal Prosecutor 2026	1,000.00		
65499	02/24/26	LEIDI005 CRAIG LEIDIG			654
		26-00338 BOOT REIMBURSEMENT	150.00		
65500	02/24/26	MCAFE005 MC AFEE FIRE DEPT.			654
		26-00367 december 2025 reimbursements	71.38		
65501	02/24/26	MCAFE010 MC AFEE HARDWARE CO., INC.			654
		25-00182 ROAD MATERIALS & SUPPLIES	188.41		
		26-00021 EMERGENCY-ANTIFREEZE SWEEPER	80.82		
		26-00049 SC Programs	4.00		
			<u>273.23</u>		
65502	02/24/26	MORRI040 MORRIS COUNTY TCTA			654
		26-00301 2026 MEMBERSHIP LISA/NICOLE	80.00		
65503	02/24/26	MORTO005 MORTON SALT, INC			654
		26-00213 ROAD SALT	150,428.14		
65504	02/24/26	MUA00005 VERNON TWP MUA			654
		26-00092 balance of 2025 mua plowing	1,894.70		
65505	02/24/26	MUNID005 MUNIDEX, INC			654
		26-00328 2026 Software License	740.00		
65506	02/24/26	NATIO115 National Fuel Oil Inc			654
		26-00031 Municipal Diesel Fuel 2026	14,130.35		
65507	02/24/26	NAVRI005 NAVRIZ DOORS INSTALLATION & RE			654
		26-00033 EMERGENCY-DOOR SALLY PORT	452.00		
65508	02/24/26	NEIL0005 HR DIRECT/G NEIL			654
		26-00295 Personnel -Labor Poster Maint	391.80		
65509	02/24/26	NJCM0005 NJCM			654
		26-00395 NJCM Winter Summit Registra	100.00		
65510	02/24/26	NJMMA005 NJMMA			654
		26-00324 NJMMA Membership - BA 2026	300.00		
65511	02/24/26	NJSTA010 NJ ST ASSOC OF POLICE CHIEFS			654
		26-00374 2026 Membership	275.00		
		26-00379 In Service- In Speakers Series	350.00		
			<u>625.00</u>		
65512	02/24/26	NORTH025 NORTH JERSEY COURT ADMIN ASSOC			654
		26-00267 2026/Municipal Court	80.00		
65513	02/24/26	NORTH050 NORTHEAST COMMUNICATIONS INC			654
		25-01300 TO INSTALL TOWN RADIO TRK #45	851.00		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
65513		NORTHEAST COMMUNICATIONS INC	Continued		
		25-01465 TO INSTALL 2-WAY RADIO	801.00		
			<u>1,652.00</u>		
65514	02/24/26	OFFIC005 NJ PLANNING OFFICIALS	425.00		654
		26-00321			
65515	02/24/26	OPTIM005 Optimum			654
		26-00172 Police- Cable	9.95		
		26-00291 Municipal Cable services	69.70		
			<u>79.65</u>		
65516	02/24/26	OTISE005 OTIS ELEVATOR COMPANY			654
		26-00134 ELEVATOR SERVICE	200.00		
65517	02/24/26	PAPPA005 MICHAEL PAPPA			654
		26-00336 TOOL REIMBURSEMENT	437.13		
65518	02/24/26	PHOEN010 Phoenix Consulting			654
		25-01495 2025 Financial Operation Serv	4,248.75		
		26-00323 Blanket Financial Consulting	3,382.50		
			<u>7,631.25</u>		
65519	02/24/26	PLANE005 PLANET NETWORKS			654
		26-00274 Municipal Phone & Internet	6,418.20		
65520	02/24/26	POSIT005 POSITIVE PROMOTIONS INC			654
		25-01378 Rec Holiday Events	867.87		
65521	02/24/26	PRIME005 PRIMEPOINT LLC			654
		25-00438 TIME SYSTEM INVOICES 2025	373.00		
		26-00372 January - Time System	382.00		
			<u>755.00</u>		
65522	02/24/26	RAYBR005 RAY BROSS SANITATION & CONSTRU			654
		26-00038 SNOW PLOWING HIGHLAND LAKES	74,962.50		
65523	02/24/26	REGIS005 REGISTRARS ASSOC OF NJ			654
		26-00307 2026 Membership Renewal	100.00		
65524	02/24/26	RICE0005 DOUGLAS RICE			654
		26-00300 Race Timer Svcs Snowshoe Event	524.49	Charged to Recreation Trust	
65525	02/24/26	SCIAL010 MATTHEW SCIALLA			654
		26-00333 TOOL REIMBURSEMENT	506.42		
		26-00359 TOOL REIMBURSEMENT	243.58		
			<u>750.00</u>		
65526	02/24/26	SCOTT015 SCOTT GASKILL			654
		26-00326 Website Design & Maint 2026	3,308.79		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
65527	02/24/26	SCOTT035 Scott Speno			654
26-00350		4TH QTR 2025 DUP TAX REFUND	1,301.41		
65528	02/24/26	SJFUE005 SJ Fuel South Co. Inc.			654
26-00162		Blanket -Gas Fuel Services	11,694.86		
65529	02/24/26	SPACE005 SPACE WILD ANIMAL FARM INC			654
25-00173		DEER CARCASS REMOVAL	81.00		
65530	02/24/26	SPEID005 SPEIDEL & SONS CONTRACTING INC			654
26-00044		SNOW PLOWING LAKE WALLKILL	2,835.00		
26-00050		SNOW PLOWING LAKE PANORAMA	1,770.00		
26-00053		SNOW PLOWING LAKE GLENWOOD	1,440.00		
			<u>6,045.00</u>		
65531	02/24/26	STAND005 STANDARD INSURANCE CO.			654
26-00311		January 2026	3,634.42		
65532	02/24/26	STAPL010 Staples Contract & Commercial			654
25-01628		OFFICE SUPPLIES	862.72		
65533	02/24/26	STEVE025 Steven Maclean			654
26-00347		3RD QTR 2023 REFUND	1,814.20		
65534	02/24/26	SUEZW005 VEOLIA WATER NEW JERSEY, INC.			654
25-00046		Water Upgrade Project	126,710.00		
26-00371		Blanket - Water Serv 21 Church	850.78		
			<u>127,560.78</u>		
65535	02/24/26	SUSSE020 SUSSEX CO ASSOC POLICE CHIEF			654
26-00206		2026 Memb and Dues	1,200.00		
65536	02/24/26	SUSSE060 SUSSEX CO MUNICIPAL CLERK ASSN			654
26-00330		2026 Membership	150.00		
65537	02/24/26	SUSSE095 SUSSEX COUNTY M.U.A.			654
25-00119		GLASS RECYCLING	247.00		
25-00123		PLASTIC RECYCLING	82.55		
25-00325		GARBAGE DISPOSAL	643.50		
26-00085		GARBAGE DISPOSAL	445.50		
26-00216		PLASTIC RECYCLING	135.85		
			<u>1,554.40</u>		
65538	02/24/26	SUSSE170 SUSSEX RURAL ELECTRIC CO-OP			654
26-00290		Blanket - Municipal Electric	771.56		
65539	02/24/26	TCTAA015 TCTA ASSN OF SUSSEX/WARREN			654
26-00282		LISA & NICOLE 2026 APPLICATION	80.00		
65540	02/24/26	TELEP005 WARWICK VALLEY TELEPHONE			654
26-00161		Blanket Telephone Service	1,430.13		
26-00173		Police Live Scan	167.80		

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Township of Vernon  
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Check # PO #	Check Date	Vendor Description	Amount Paid	Reconciled/Void	Ref Num Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
65540		WARWICK VALLEY TELEPHONE	Continued		
		26-00174 Police Digital Radio	156.08		
			<u>1,754.01</u>		
65541	02/24/26	THEFU005 The Fuel Ox LLC			654
		26-00270 EMERGENCY-TO RE-FILL DEF FLUID	657.61		
65542	02/24/26	TILCO005 TILCON NEW YORK, INC			654
		25-01134 Canistear Road Improvements	31,930.54		
		25-01136 2025 Various St Improvements	19,346.29		
			<u>51,276.83</u>		
65543	02/24/26	TIMEC005 TIMECLOCK PLUS, LLC			654
		26-00203 2026 Schedule Anywhere	2,311.32		
65544	02/24/26	TLOLL005 TLO, LLC (TransUnion Risk)			654
		25-00011 Detective People Search	125.00		
		26-00175 Police- People Search	100.00		
			<u>225.00</u>		
65545	02/24/26	TREAS035 TREASURER, STATE OF NEW JERSEY			654
		26-00332 Quarterly Marriage	650.00		
65546	02/24/26	USBAN025 U.S. BANK NATIONAL ASSOCIATION			654
		26-00278 Ricoh Map Copier Lease	910.88		
65547	02/24/26	VERIZ010 VERIZON WIRELESS			654
		26-00275 Municipal Cell Phone Service	1,166.81		
65548	02/24/26	VERIZ035 VERIZON CONNECT FLEET USA LLC			654
		25-00026 Police GPS	434.80		
		26-00254 GPS SERVICE DPW	753.68		
			<u>1,188.48</u>		
65549	02/24/26	VERNO065 VERNON POLICE ATHLETIC LEAGUE			654
		26-00292 Recreation Shared Services	11,250.00		
65550	02/24/26	VERNO120 VERNON TWP BOARD OF EDUCATION			654
		26-00398 Feb Current & Debt Serv 2026	2,099,771.64		
65551	02/24/26	VERNO130 VERNON TWP FIRE DEPARTMENT			654
		26-00393 january 2026 reimbursements	1,191.16		
		26-00394 hazardous material training	500.00		
			<u>1,691.16</u>		
65552	02/24/26	VERNO205 VERNON VALLEY AUTO BODY, INC			654
		25-01517 TO REPAIR PATROL CAR #316	5,477.89		
65553	02/24/26	VERNO225 VERNON VETERINARY ASSOCIATES,			654
		25-01608 Medical Supplies	2,487.00		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
65554	02/24/26	VICTO020 Victoria Johnson			654
	26-00322	Refund	30.00		
65555	02/24/26	VISIO005 VISION SERVICE PLAN			654
	26-00315	February 2026	2,107.54		
65556	02/24/26	WEINE005 WEINER LAW GROUP LLP			654
	26-00384	Legal Affordable Housing	558.00		
65557	02/24/26	WELLS050 WELLS FARGO VENDOR FINANCIAL			654
	25-00089	Copier Lease Clerk Office	184.43		
	26-00276	Copier Lease Clerk Office	368.86		
			<u>553.29</u>		
65558	02/24/26	WELLS055 KONICA MINOLTA PREMIER FINANCE			654
	26-00277	Municipal Copier Lease (6)	1,547.97		
65559	02/24/26	WILLIO85 William Robinson			654
	26-00349	2ND QTR 2025 DUP TAX REFUND	3,244.09		
65560	02/24/26	WORLD010 World Insurance Assoc. LLC			654
	26-00396	Benefits Consultant 1st Qtr	12,550.00		
65562	02/26/26	HOMED005 The Home Depot, Inc.			655
	26-00426	Emergency Freezer animal contr	299.00		
Checking Account Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks:	103	2	2,822,515.42
		Direct Deposit:	0	0	0.00
		Total:	<u>103</u>	<u>2</u>	<u>2,822,515.42</u>
12-001		PLANNING/ZONING			
4625	03/04/26	HAROLO05 HAROLD E PELLOW AND ASSOC, INC			657
	26-00435	various lub payments 3/4/26	652.50		
4626	03/04/26	WEINE005 WEINER LAW GROUP LLP			657
	26-00436	various lub payments 3/4/26	252.00		
Checking Account Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		checks:	2	0	904.50
		Direct Deposit:	0	0	0.00
		Total:	<u>2</u>	<u>0</u>	<u>904.50</u>
22-001		PAYROLL AGENCY			
4984	02/27/26	AFSCM005 A.F.S.C.M.E., NEW JERSEY COUNC			656
	26-00427	February 2026	1,347.32		
4985	02/27/26	LOCAL005 P.B.A. LOCAL 285			656
	26-00430	February 2026	1,650.00		

Check # PO #	Check Date Description	Vendor	Amount Paid	Reconciled/Void	Ref Num Contract
22-001		PAYROLL AGENCY		Continued	
4986 26-00428	02/27/26 February 2026	LOCAL010 U.A.W. LOCAL 2326	640.00		656
4987 26-00432	02/27/26 February 2026	POLIC005 POLICE AND FIREMAN'S INS. ASSO	98.34		656
4988 26-00431	02/27/26 February 2026	TRANS015 TRANS WORLD ASSURANCE COMPANY	920.00		656
<b>Checking Account Totals</b>					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
			Checks: 5	0	4,655.66
			Direct Deposit: 0	0	0.00
			Total: 5	0	4,655.66
<b>Report Totals</b>					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
			Checks: 110	2	2,828,075.58
			Direct Deposit: 0	0	0.00
			Total: 110	2	2,828,075.58

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	5-01	49,960.67	0.00	0.00	49,960.67
CURRENT FUND	6-01	2,479,806.87	30.00	0.00	2,479,836.87
CAPITAL FUND	C-04	180,698.93	0.00	0.00	180,698.93
ESCROW	E-12	904.50	0.00	0.00	904.50
GRANT FUND	G-02	225.00	0.00	0.00	225.00
OTHER TRUST	T-14	110,409.00	0.00	0.00	110,409.00
RECREATION TRUST	T-16	826.95	0.00	0.00	826.95
COAH	T-20	558.00	0.00	0.00	558.00
PAYROLL	T-22	4,655.66	0.00	0.00	4,655.66
	Year Total:	116,449.61	0.00	0.00	116,449.61
Total of All Funds:		2,828,045.58	30.00	0.00	2,828,075.58

**TOWNSHIP OF VERNON**

**RESOLUTION #26-100**

**AMENDED 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 related items with two out of the four officials listed as principal signatures being required with the Chief Financial Officer always signing as one of the two required signatures. The CFO oversees financial operations and ensures compliance with regulations, making their signature a valuable addition for accountability. The requirement of the Chief Financial Officer’s signatory enhances financial oversight ensuring that funds are disbursed appropriately:

- 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 replaces Resolution #26-91 and 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 March 9, 2026 at 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

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

**TOWNSHIP OF VERNON**

**RESOLUTION #26-110**

**REFUND OVERPAYMENT  
(Block 432 Lot 58 – Mathes)**

**BE IT RESOLVED**, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to in the amount of \$1915.87 representing refund for overpayment for 1<sup>st</sup> qtr. 2026 property taxes for Block 432 Lot 58.

<b>OWNER</b>	<b>BLOCK</b>	<b>LOT</b>	<b>REFUND AMOUNT</b>
<b>Mathes</b>	<b>432</b>	<b>58</b>	<b>\$1915.87</b>
		<b>TOTAL:</b>	<b>\$1915.87</b>

**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 March 9, 2026 at 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

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

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #26-111**

**REFUND OVERPAYMENT  
(Block 170 Lot 1 – MACLEAN)**

**BE IT RESOLVED**, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to Steven Maclean in the amount of \$1627.97 representing refund for overpayment for 2nd qtr. 2023 property taxes for Block 170 Lot 1.

<b>OWNER</b>	<b>BLOCK</b>	<b>LOT</b>	<b>REFUND AMOUNT</b>
<b>Maclean</b>	<b>170</b>	<b>1</b>	<b>\$1627.97</b>
		<b>TOTAL:</b>	<b>\$1627.97</b>

**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 March 9, 2026 at 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

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

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #26-112**

**REFUND OVERPAYMENT  
(Block 151 Lot 4 – Goens)**

**BE IT RESOLVED**, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to in the amount of \$2536.82 representing refund for overpayment for 1<sup>st</sup> qtr. 2025 property taxes for Block 151 Lot 4.

<b>OWNER</b>	<b>BLOCK</b>	<b>LOT</b>	<b>REFUND AMOUNT</b>
<b>Goens</b>	<b>151</b>	<b>4</b>	<b>\$2536.82</b>
		<b>TOTAL:</b>	<b>\$2536.82</b>

**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 March 9, 2026 at 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

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

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #26-113**

**RESOLUTION OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AWARDED REFRESHMENTS VENDOR AT THE MAPLE GRANGE PARK SNACK STAND CONCESSION TO THE SCOOP**

**WHEREAS**, a proposal was submitted to the Township by The Scoop for a refreshments vendor at the Maple Grange Park snack stand for the 2026 summer season beginning May 1, 2026 and ending December 1, 2026;

**WHEREAS** the Township received one (1) proposal for service and it falls within the parameters of quote procurement;

**WHEREAS** the Township Recreation Director has recommended The Scoop, 524 Old Homestead Dr., Highland Lakes, NJ 07422, as the most advantageous to the Township based upon Price and offered Community Services to be provided; and

**WHEREAS**, The Scoop has proposed paying the Township of Vernon \$250.00 per month as a concession fee to operate as refreshments vendor at the Maple Grange Park snack stand, as acceptable to the Township.

**NOW, THEREFORE BE IT RESOLVED**, that the Vernon Township Council hereby approves concession procurement to The Scoop, 524 Old Homestead Dr., Highland Lakes, NJ 07422, in the amount of concession fee payable to the Township of Vernon in the amount of \$250.00 per month for the 2026 operating season ending on December 1, 2026.

**BE IT FURTHER RESOLVED THAT**, the Township Clerk shall send a certified copy of this resolution to The Scoop.

**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 March 9, 2026 at 7:00 pm in the Vernon Municipal Center.

---

Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

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

**TOWNSHIP OF VERNON**

**RESOLUTION #26-114**

**RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE COUNTY OF SUSSEX DEPARTMENT OF ENGINEERING AND PLANNING FOR THE FY 2026 SUSSEX COUNTY TRAILS GRANT PROGRAM**

**WHEREAS**, the Sussex County Trails Grant Program helps fund the construction, rehabilitation, & maintenance of publicly owed shared use projects; including new construction & trail rehabilitation; wayfinding & interpretive signs, benches, kiosks, fencing, gates & bollards; safety enhancements to trails & intersections; and

**WHEREAS**, the shared use walking/bike path at Maple Grange Park is the original material from when the park was built in 2005 and in need of rehabilitation to increase accessibility and improve safety. The 3.7 miles of wooden rail that borders the path is in a state of deterioration and needs to be replaced along with repairs to the path, ensuring the safety for all users on foot, on bicycle, in strollers and wheelchairs. Directional signs and mileage counter signs are also needed.

**WHEREAS**, the rehabilitation of this path will enhance the quality, safety, and accessibility of the open space; ensuring a positive impact on the entire community, promoting healthy lifestyles through enhanced passive recreation opportunities; and

**WHEREAS**, the County of Sussex has recognized the value of these amenities; and

**WHEREAS**, in the FY2026 budget, the County of Sussex has allocated up to \$25,000 per individual applicant for the FY2026 Sussex County Trails Grant Program to support improvement and repairs to public recreation shared use pathways; and

**WHEREAS**, Vernon Township supports this application; and a determination has been made that it would be in the best interests of the Township of Vernon to apply for grant funding.

**NOW THEREFORE BE IT RESOLVED** by the Township Council of the Township of Vernon, County of Sussex, State of New Jersey, that the Mayor and the Clerk are hereby authorized to execute and submit a grant application to the Sussex County Division of Planning and Economic Development for the Sussex County Trails Grant Program.

**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 March 9, 2026 at 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

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

**TOWNSHIP OF VERNON**

**RESOLUTION #26-115**

**RESOLUTION AUTHORIZING THE ISSUANCE OF A  
DUPLICATE TAX SALE CERTIFICATE PURSUANT TO  
CHAPTER 99 OF THE PUBLIC LAWS OF 1997**

**WHEREAS**, the Tax Collector of Vernon Township has previously issued a tax sale certificate to US BankCust/Empire Tax Fund I which certificate is dated June 21, 2010 covering premises commonly known and referred to as Block 74.10 Lot 16 as set out on the municipal tax map then in use which certificate bears number 10/007.

**WHEREAS**, the purchaser of the aforesaid tax sale certificate has indicated to the Tax Collector that they have lost or otherwise misplaced the original tax sale certificate and have duly filed the appropriate Affidavit of Loss with the Tax Collector, a copy of which is attached hereto.

**NOW, THEREFORE**, be it resolved by the Governing Body of the Township of Vernon that the Tax Collector of the municipality be and is hereby authorized upon receipt of the appropriately executed and notarized Loss Affidavit and the payment of a fee of \$100.00 per certificate, to issue an appropriate duplicate tax sale certificate to the said purchaser covering the certificate lost as previously described all in accordance with the requirements of Chapter 99 of Public Laws of 1997.

**BE IT FURTHER RESOLVED** that a copy of this Resolution and the Loss Affidavit be attached to the duplicate certificate to be issued to said purchaser and that said duplicate certificate shall be stamped or otherwise have imprinted upon it the word "Duplicate" as required by 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 March 9, 2026 at 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

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

Submitted by: Lisa A. Kimkowski, CTC

**TOWNSHIP OF VERNON**

**RESOLUTION #26-116**

**RESOLUTION OF THE TOWNSHIP OF VERNON, IN THE  
COUNTY OF SUSSEX, NEW JERSEY, AUTHORIZING THE  
EXECUTION OF AN ESCROW AGREEMENT WITH  
RACHEL ASSOCIATES LLC**

**WHEREAS**, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended and supplemented (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

**WHEREAS**, in accordance with the criteria set forth in the Redevelopment Law, the Township of Vernon (the “**Township**”) identified and designated various property within the McAfee Village commercial resort area, including the properties then identified as Block 231.01, Lot 1 on the tax map of the Township, commonly known as the Legends Resort, as an “area in need of redevelopment” (the “**Redevelopment Area**”) and adopted a redevelopment plan for the Redevelopment Area entitled, “McAfee Village Commercial Resort Redevelopment Plan” as the same may be amended and supplemented from time to time (the “**Redevelopment Plan**”); and

**WHEREAS**, the Township has determined to act as the “redevelopment entity” for the Redevelopment Area; and

**WHEREAS**, the Redevelopment Law authorizes the redevelopment entity to arrange or contract for the planning, construction or undertaking of any development project or redevelopment work in the area designated as an “area in need of redevelopment” pursuant to *N.J.S.A. 40A:12A-8*; and

**WHEREAS**, the Township and Rachel Associates, LLC (the “**Entity**”) intend to pursue pre-development activities, including but not limited to, (i) the review of any concept plans prepared or proposed by the Entity, (ii) evaluation of any such concept plans against the requirements of the Redevelopment Plan, (iii) consideration of any amendments to the Redevelopment Plan, and (iv) preparation of a redevelopment agreement and other related actions; and

**WHEREAS**, it is in the best interest of the Township and its residents for the costs of any investigations, planning, studies, pre-development, and development activities relating to the Redevelopment Area to be borne by the Entity, and not by the Township from its general municipal budget for which there is no appropriation; and

**WHEREAS**, the Township desires to authorize the execution of an Escrow Agreement in the form on file in the office of the Township Clerk (the “**Escrow Agreement**”) to ensure that the Entity provides for any and all such Township costs; and

**WHEREAS**, the Entity understands that the Township makes no representation, warranty, assurance, or guarantee (i) as to any particular outcome from the Township and/ or the Entity and/or (ii) that the Township will enter into a redevelopment agreement with the Entity.

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

**Section 1.** The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

**Section 2.** The Township hereby approves the Escrow Agreement in the form on file in the office of the Township Clerk, together with such changes, omissions, or amendments as the Mayor deems appropriate in consultation with the Township’s redevelopment counsel, Township counsel, consultants, and other professionals. The Mayor of the Township is hereby authorized and directed to execute the Escrow Agreement. The Township Clerk is hereby authorized and directed to attest to the Mayor’s signature to the Escrow Agreement, to apply the seal of the Township to the Escrow Agreement (if applicable) and to deliver a copy of the same to the other party thereto.

**Section 3.** The Mayor of the Township and the Township Clerk are each hereby authorized and directed to take any additional action and execute any additional documents, certificate, agreement or other instrument necessary to effectuate the transaction contemplated by this resolution.

**Section 4.** 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 March 9, 2026 at 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

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

## ESCROW AGREEMENT

**THIS ESCROW AGREEMENT** (this "**Agreement**") is made as of this \_\_\_\_ day of March, 2026 by and between **RACHEL ASSOCIATES LLC** (the "**Developer**"), a New Jersey limited liability company, having its offices at 410 McAfee – Glenwood Road, Vernon, New Jersey 07462 and the **TOWNSHIP OF VERNON**, a municipal corporation of the State of New Jersey, having its offices at 21 Church Street, Vernon, New Jersey 07462 (the "**Township**").

### *WITNESSETH:*

**WHEREAS**, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**") provides municipalities with broad powers to ameliorate blighted areas, including the powers to investigate whether a property constitutes an "area in need of redevelopment", to prepare and adopt a redevelopment plan for such area, to contract with redevelopers for the planning, replanning, construction or undertaking of any project or redevelopment work, and arrange by contract for the provision of professional services for the carrying out of redevelopment projects; and

**WHEREAS**, in accordance with the criteria set forth in the Redevelopment Law, the Township identified and designated various property within the McAfee Village commercial resort area, including the properties then-identified as Block 231.01, Lot 1 on the tax map of the Township, commonly known as the Legends Resort, as an "area in need of redevelopment" (the "**Redevelopment Area**") and adopted a redevelopment plan for the Redevelopment Area, entitled, "McAfee Village Commercial Resort Redevelopment Plan" as the same may be amended and supplemented from time to time (the "**Redevelopment Plan**"); and

**WHEREAS**, the Township has determined to act as the "redevelopment entity" for the Redevelopment Area; and

**WHEREAS**, the Redevelopment Law authorizes the Township as redevelopment entity to arrange or contract for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an "area in need of redevelopment" pursuant to *N.J.S.A. 40A:12A-8*; and

**WHEREAS**, the Township and the Developer intend to pursue pre-development activities, including but not limited to, (i) the review of any concept plans prepared or proposed by the Developer, (ii) evaluation of any such concept plans against the requirements of the Redevelopment Plan, (iii) consideration of any amendments to the Redevelopment Plan, if necessary, and (iv) preparation of a redevelopment agreement and other related actions; and

**WHEREAS**, it is in the best interest of the Township and its residents for the costs of any investigations, planning, studies, pre-development, and development activities relating to the Redevelopment Area to be borne by the Developer, and not by the Township from its general municipal budget for which there is no appropriation; and

**WHEREAS**, Developer understands that the Township makes no representation, warranty, assurance, or guarantee (i) as to any particular outcome from the Township and/or the Developer and/or (ii) that the Township will enter into a redevelopment agreement or a financial agreement with the Developer; and

**WHEREAS**, Developer has previously deposited, or caused there to be previously deposited with the Township an initial amount of Forty-Five Thousand Dollars (\$45,000.00) (the "**Initial Escrow Deposit**"), which the Township has used prior to the date hereof to defray certain costs incurred by or on behalf of the Township arising out of or in connection with any investigations, planning, studies, pre-development and development activities, including but not limited to, evaluation of any proposed concept plans, amendments to the Redevelopment Plan and the adoption of same by the applicable governing body(ies), if applicable, the designation of the Developer as "redeveloper" under the Redevelopment Law, the review, negotiation and/or preparation of any necessary agreements, including this Agreement, assistance to the Township on any redevelopment project within the Redevelopment Area and due diligence and with the Township's efforts to assist Developer with project development, capital formation and implementation, and the preparation of any other documents or actions related to this project (collectively, the "**Municipal Undertakings**"); and

**WHEREAS**, as of the date hereof, the balance of such Initial Escrow Deposit on hand with the Township is \$[●]; and

**WHEREAS**, as of the date hereof, the Developer has deposited with the Township a supplemental amount of [●], such that the total amount on deposit with the Township as of the date hereof is Fifty Thousand Dollars (\$50,000.00) (the "**Escrow Deposit**"), which shall be used by the Township pursuant to the terms hereof to provide for the Municipal Undertakings; and

**NOW THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Escrow Deposit.** The Escrow Deposit set forth herein is separate from and in addition to all other application fees and escrow deposits that may be required by the Township pursuant to the terms of any future agreement, including any applications for land use approvals that may be needed to implement a potential redevelopment project within the Redevelopment Area. Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Township pursuant to the terms of this Agreement.

**2. Scope of Reimbursable Activities.** (a) The Township and its approved professionals shall be entitled to be paid and/or reimbursed for all professional charges incurred in connection with the Municipal Undertakings in accordance with agreements by and between the Township and such professionals; the preparation and review of all related documents and materials, including but not limited to correspondence, meetings and all

communications (including by telephone and e-mail) with Developer, its professionals, Township staff or retained professional(s) (collectively, the "**Reimbursable Activities**"). Payments or reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Agreement and is not contingent upon the outcome of the negotiations or execution of any or all agreements with Developer. Any and all withdrawals made by the Township from the Initial Escrow Deposit prior to the date hereof to provide for Reimbursable Activities are hereby expressly approved by the Developer.

(b) Reimbursable Activities shall be reasonable and necessary. The Township shall select professionals to perform services for the Reimbursable Activities, the selection of which shall be made by the Township in its sole discretion. If the listed professionals' rates change, notice shall be provided to the Developer within thirty (30) days thereof.

**3. Deposit and Administration of Escrow Funds.** The Escrow Deposit and all additions thereto shall be held by the Township in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced to this Agreement.

**4. Payments from the Escrow Funds.** (a) The Township shall use such funds to pay Reimbursable Activities only.

(b) Developer shall not be charged for any costs and expenses that do not constitute Reimbursable Activities.

(c) Each payment for professional services charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-tenth (1/10) hour increments, the hourly rate, and specifying Reimbursable Activities. All professionals shall submit the required vouchers or statements to the Township on a monthly basis in accordance with the schedule and procedures established by the Township.

**5. Accounting and Additional Deposits.** Upon the reasonable request of Developer, the Township shall prepare and send to Developer a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the escrow account. If at any time the balance in the escrow account falls below Five Thousand Dollars (\$5,000.00), the Township shall provide Developer with a notice of the insufficient escrow deposit balance. Developer shall replenish the escrow account with additional funds such that the amount on deposit therein is Twenty Thousand Dollars (\$20,000.00) and such deposit shall be made within ten (10) business days of the Township's notice, failing which the Township may unilaterally cease work without liability to Developer. The Township agrees that, within three (3) business days after Developer replenishes the escrow account in the event of such deficiency, any unilateral

cease work action by the Township shall be lifted and work by the Township and its professionals shall be permitted to recommence.

6. Developer may terminate this Agreement at any time by providing five (5) days' prior written notice of termination to the Mayor and Clerk of the Township. Upon termination of this Agreement, any Escrowed Funds not expended shall be returned to the Developer by the Township pursuant to the close out procedure set forth in Section 7. In the event Developer terminates this Agreement, the Developer agrees to reimburse the Township for any outstanding and accrued Reimbursable Activities up to and including the date of termination of this Agreement.

7. **Close Out Procedures.** Upon completion of the services set forth herein or upon prior termination of this Agreement, Developer shall send written notice by certified mail to the Township, to the attention of the Township Administrator, requesting that the remaining balance of the Escrow Deposit be refunded. After receipt of such notice, the professional(s) shall render a final bill to the Township within thirty (30) days and shall send an informational copy simultaneously to Developer. Within thirty (30) days of receipt of the final bill the Township shall pay all outstanding bills in accordance with this Agreement and render a written final accounting to Developer detailing the uses to which the escrow funds were put. Developer will not be responsible for any additional charges once the final accounting has been rendered by the Township in accordance with this section.

8. **Governing Law.** This Escrow Agreement shall be governed, construed, and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey or in a United States Court having jurisdiction in the District of New Jersey, in either case sitting in Sussex County, New Jersey, and Developer hereby waives all objections to such venue.

9. **Successors and Assigns.** This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.

10. **Review by Counsel.** Interpretation of this Agreement shall be made without regard to or any presumption against or other rule requiring construction against Developer drawing or causing this Agreement to be drawn, as counsel for both Developer and the Township have combined in their review and approval of same.

11. **Entire Agreement; No Modification Unless in Writing.** This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.

12. **Counterparts.** This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**[The balance of this page intentionally left blank; Signatures appear on next page.]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first above written.

Witness or Attest:

**TOWNSHIP OF VERNON**

\_\_\_\_\_  
Marcy Gianattasio,  
Township Clerk

By: \_\_\_\_\_  
Anthony Rossi,  
Mayor

**RACHEL ASSOCIATES LLC**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOWNSHIP OF VERNON**

**RESOLUTION #26-117**

**RESOLUTION APPOINTMENTS TO THE VERNON TOWNSHIP MUNICIPAL UTILITY AUTHORITY**

**WHEREAS**, the Vernon Township Municipal Utilities Authority (“VTMUA”) is a duly established utilities authority pursuant to the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1, et seq.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, and STATE OF NEW JERSEY**, that the following individuals are hereby appointed as a member of the Vernon Township Municipal Utility Authority, effective 1/15/2026, for a term specified as follows:

<b>Michael Furry</b> Full Term Expiring	<b>Alternate 1</b> 01/31/2031
<b>David Bower</b> Unexpired Term Expiring	<b>Alternate 2</b> 01/31/2030

**BE IT FURTHER RESOLVED THAT**, the Township Clerk shall send a certified copy of this resolution to the following:

Vernon Township Municipal Utilities Authority

**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 March 9, 2026 at 7:00 pm in the Vernon Municipal Center.

\_\_\_\_\_  
Marcy Gianattasio, RMC, CMR  
Municipal Clerk

**VERNON TOWNSHIP COUNCIL**

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



Vernon Township  
 Township Clerk's Office  
 21 Church Street  
 Vernon, NJ 07462  
 Tel: 973.764.4055, ext. 2234 • Fax: 973.764.6393  
 www.vernontwp.com

## Volunteer Application

For appointment to boards or commissions (click to view listing of boards »)

Please return this completed form to the township clerk's office at the address indicated above. Feel free to attach your resume or any additional background information you'd like to share. Your application will be kept on file for one year.

<b>APPLICANT INFORMATION</b>		
Applicant Name Michael Furrey		
Applicant Full Address ██████████		Zip Code ██████
Telephone Number ██████████	Cell Number ██████████	E-Mail Address
<b>BOARD/COMMISSION INTERESTS</b>		
First Choice VTMUA	Second Choice	
<b>EDUCATIONAL BACKGROUND</b>		
BS in Chemistry from Rutgers University Graduated 1987		
<b>RELEVANT WORK/PROFESSIONAL EXPERIENCE</b>		
Former owner of NJDEP certified laboratory and operations company for water and wastewater		
<b>INVOLVEMENT IN PROFESSIONAL AND COMMUNITY ORGANIZATIONS</b>		
Chair AWWA 2016 Chair of VTMUA Chair of Env Commission Chair of GAAC		
<b>PREVIOUS SERVICE ON ANY BOARD, COMMISSION OR POSITION (dates and positions)</b>		
Chair of VTMUA and former Councilperson Chair of GAAC Chair of Env Commission Vernon PAL Travel Basketball Director		
<b>BRIEFLY DESCRIBE WHY YOU ARE SEEKING THE APPOINTMENT</b>		
i would like to assist the VTMUA with completion of projects from funding made possible from the state and federal government		

1/31/26

Applicant's Signature

Date



Vernon Township  
 Township Clerk's Office  
 21 Church Street  
 Vernon, NJ 07462  
 Tel: 973.764.4055, ext. 2234 • Fax: 973.764.6393  
 www.vernontwp.com

## Volunteer Application

For appointment to boards or commissions (click to view listing of boards »)

Please return this completed form to the township clerk's office at the address indicated above. Feel free to attach your resume or any additional background information you'd like to share. Your application will be kept on file for one year.

<b>APPLICANT INFORMATION</b>		
Applicant Name David Bower		
Applicant Full Address [REDACTED]		Zip Code [REDACTED]
Telephone Number	Cell Number [REDACTED]	E-Mail Address [REDACTED]
<b>BOARD/COMMISSION INTERESTS</b>		
First Choice Municipal Utilities Authority	Second Choice Environmental Commission	
<b>EDUCATIONAL BACKGROUND</b>		
Phoenix University- Business Bentley University- Accounting/Business Various business law, contract negotiation, CRM and HR courses over the years.		
<b>RELEVANT WORK/PROFESSIONAL EXPERIENCE</b>		
Vice President of Windriver Environmental. 28 year, experienced waste water service provider ranging from waste water removal and transportation, lift station operation, pumps, motors, control panels, vactor services, installation and repair and waste water treatment plant operations in residential, commercial and industrial applications.		
<b>INVOLVEMENT IN PROFESSIONAL AND COMMUNITY ORGANIZATIONS</b>		
Previous Vernon Youth Football coach Vernon Baseball/softball coach PAL volunteer- various events PAL Ski Club		
<b>PREVIOUS SERVICE ON ANY BOARD, COMMISSION OR POSITION (dates and positions)</b>		
Various PE board seats related to MA opportunities within the waste water industry.		
<b>BRIEFLY DESCRIBE WHY YOU ARE SEEKING THE APPOINTMENT</b>		
I am a lifelong resident of Vernon township who has always tried to give back to our community. Early on, I was able to do this through my childrens participation on local sporting teams. Now that my children are grown, I would like to pursue other opportunities that are of interest to me. Sould I be considered for tis role, I feel my 28 years of experience in all phases of waste water service and operation would be useful to the township and its residents and I am looking forward to the opporunity to assist in anyway that I can.		

David Bower

1/19/2026

Applicant's Signature

Date

## TOWNSHIP OF VERNON

### ORDINANCE #26-07

#### AN ORDINANCE OF THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY AMENDING THE MCAFEE VILLAGE COMMERCIAL RESORT REDEVELOPMENT PLAN

**WHEREAS**, the Township of Vernon (the “**Township**”) is a political subdivision of the State of New Jersey (the “**State**”), located in the County of Sussex (the “**County**”); and

**WHEREAS**, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* as amended and supplemented (the “**Redevelopment Law**”), provides municipalities with broad powers to ameliorate blighted areas, including the powers to investigate whether a property constitutes an “area in need of redevelopment”, to prepare and adopt a redevelopment plan for such area, to contract with redevelopers for the planning, replanning, construction or undertaking of any project or redevelopment work, and arrange by contract for the provision of professional services for the carrying out of redevelopment projects; and

**WHEREAS**, in accordance with the criteria set forth in the Redevelopment Law, the Township identified and designated various property within the McAfee Village commercial resort area, including the properties then-identified as Block 231.01, Lot 1 on the tax map of the Township, commonly known as the Legends Resort, as an “area in need of redevelopment” (the “**Redevelopment Area**”) and adopted Ordinance No. 08-03 codifying the redevelopment plan for the Redevelopment Area, entitled, “McAfee Village Commercial Resort Redevelopment Plan” as the same may be amended and supplemented from time to time (the “**Original Redevelopment Plan**”); and

**WHEREAS**, the Township has determined to act as the “redevelopment entity” for the Redevelopment Area; and

**WHEREAS**, the Township desires to amend the Original Redevelopment Plan to add media studio and production company as a permitted use in the McAfee Village Commercial Resort Zoning District (as such term is used in the Original Redevelopment Plan), and more specifically by adding a new Section 4(a)(9)(xxiv) to the Original Redevelopment Plan to read as follows: “Media studio and production company encompassing the development, production, and distribution of media projects including film, television, radio, advertising, internet and social media content” together with such other amendments necessary to be consistent with such additional permitted use (collectively, the “**Redevelopment Plan Amendment**”); and

**WHEREAS**, as of the date of introduction of this Ordinance on first reading, the Township Council hereby refers the Redevelopment Plan Amendment to the Township Planning Board for the Township Planning Board’s review pursuant to *N.J.S.A. 40A:12A-7(e)*; and

**WHEREAS**, prior to public hearing and final adoption of this Ordinance, the Township Planning Board will have transmitted to the Township Council a report containing the Township

Planning Board's recommendation concerning the Redevelopment Plan Amendment, including an identification of any provisions in the Redevelopment Plan Amendment that are inconsistent with the Township Master Plan, if any, and recommendations concerning those inconsistencies, if any, and any other matters the Township Planning Board deems appropriate; and

**WHEREAS**, subject to receipt of such Township Planning Board report, the Township Council believes that the adoption of the Redevelopment Plan Amendment is in the best interests of the Township and the redevelopment of the Redevelopment Area.

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

**Section 1.** The aforementioned recitals hereof are incorporated herein as though set forth at length herein.

**Section 2.** Pursuant to *N.J.S.A. 40A:12A-7(e)*, upon passage of this Ordinance on first reading, the Township Council hereby refers the Redevelopment Plan Amendment to the Township Planning Board for the Township Planning Board's review. The Township Planning Board shall prepare a report containing the Township Planning Board's recommendation concerning the Redevelopment Plan Amendment, including an identification of any provisions in the Redevelopment Plan Amendment that are inconsistent with the Township Master Plan, if any, and recommendations concerning those inconsistencies, if any, and any other matters the Township Planning Board deems appropriate, and submit same to the Township Council within 45 days after referral, as required by the Redevelopment Law.

**Section 3.** The Redevelopment Plan Amendment is hereby approved and adopted pursuant to *N.J.S.A. 40A:12A-7*.

**Section 4.** The zoning district map and the zoning ordinances of the Township are hereby amended to incorporate and reflect the Redevelopment Plan Amendment, and, to the extent provided in the Redevelopment Plan Amendment, are superseded thereby.

**Section 5.** If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

**Section 6.** A copy of this Ordinance shall be available for public inspection at the office of the Township Clerk during regular business hours.

**Section 7.** This Ordinance shall take effect in accordance with all applicable law.

LAND DEVELOPMENT

330 Attachment 12

TOWNSHIP OF VERNON

ORDINANCE NO. 08-03

**AN ORDINANCE ESTABLISHING A REDEVELOPMENT  
PLAN FOR A PORTION OF THE MCAFEE VILLAGE REDEVELOPMENT  
AREA AND DESIGNATING THE COUNCIL OF THE  
TOWNSHIP OF VERNON TO ACT AS THE  
REDEVELOPMENT AGENCY FOR THE MCAFEE  
VILLAGE COMMERCIAL/RESORT REDEVELOPMENT AREA AND  
ESTABLISHING THE MCAFEE VILLAGE COMMERCIAL RESORT ZONING  
DISTRICT FOR BLOCK 231.01, LOT 1.**

WHEREAS, by resolution adopted on July 25, 2005, the Council of the Township of Vernon authorized and directed the Planning Board of the Township of Vernon to undertake a preliminary investigation to determine whether a portion of the McAfee Village area of the Township of Vernon should be declared an area in need of redevelopment pursuant to the Local Redevelopment Housing Law (N.J.S.A. 40A:12A-1 et seq.); and

WHEREAS, following the publication of notices of a public hearing before the Planning Board and the filing in the office of the Township Clerk of a map showing the boundaries of the proposed area in need of redevelopment and the location of the various properties included therein, together with the resolution setting forth the basis for such investigation, two public hearings thereon were held by the Vernon Planning Board; and

WHEREAS, at said hearings the Planning Board heard and considered the testimony and redevelopment investigation report of Fred Suljic, P.P., planning consultant and Robert L. Benecke, economic development consultant; and

WHEREAS, following such hearing, the Planning Board voted on May 31, 2006 to recommend the designation of those properties included in said planning report located in the Township of Vernon to be an area in need of redevelopment; and

WHEREAS, following the aforesaid referral to and a public hearing before the Vernon Planning Board and favorable recommendations thereon, the Council of the Township of Vernon, on June 12, 2006, has declared a portion of the McAfee Village area as an area in need of redevelopment in accordance with the New Jersey Local Redevelopment and Housing Law (N.J.S.A. 40A-12A-1 et seq.); and

WHEREAS, in furtherance of the continuing efforts to enhance the quality of life and tax base of the Township of Vernon and to stimulate the proper growth of jobs, retail, and other

## VERNON CODE

economic opportunities in Vernon the Council finds that it would promote the public health, safety, morals and welfare to facilitate the redevelopment of a certain critical property in McAfee Village, consisting of Block 231.01, Lot 1, hereinafter specified which parcel of property has heretofore been declared to be part of an area in need of redevelopment for the purpose of providing additional resort, commercial, retail and residential land uses in furtherance of the overall redevelopment efforts of the Township of Vernon.

NOW, THEREFORE BE IT ORDAINED by the Township Council of the Township of Vernon, Sussex County, New Jersey pursuant to the authority granted by N.J.S.A. 40A:12A-4(c), the Township Council of the Township of Vernon is hereby designated to serve and act as the redevelopment entity and to exercise the powers thereof to accomplish the goals and objectives of the McAfee Village Commercial/Resort Redevelopment Plan and Project; and

BE IT FURTHER ORDAINED by the Township Council of the Township of Vernon, Sussex County, New Jersey, in accordance with the provisions of N.J.S.A. 40A:12A-1, et seq. that the following plan shall serve as the McAfee Village Commercial Resort Redevelopment Plan, and said Redevelopment Plan is hereby established and adopted.

### The Redevelopment Plan

The Township Council had previously directed the Township Planner, Fred Suljic and the Township Redevelopment Consultant, Robert Benecke to prepare the McAfee Village Redevelopment Plan. A draft Redevelopment Plan was transmitted to the Planning Board for its feedback and deliberation. On July 18, August 15, and October 10, 2007 the Planning Board conducted meeting to receive further receive the input of property owners and the general public respecting the Plan. The result of this work is this McAfee Village Commercial Resort Redevelopment Plan for Block 231.01, Lot 1, also known as the Legends Hotel.

### Section 1. Designation of the McAfee Village Commercial Resort Redevelopment Area.

The McAfee Village Commercial Resort Redevelopment Area is located within the geographic center of Vernon Township and is accessible from McAfee Glenwood Road. The Redevelopment Area is Block 231.01, Lot 1. Exhibit 1, attached to this Ordinance, includes the property location map and description information. The total acreage of the area is approximately 42.76 acres. The property is commonly referred to as the Legends Hotel. The Legends Hotel is

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currently underutilized and the parking area, exterior and other aspects of the property are dilapidated and in need of repair. For example, the former "Playboy Bunny" housing is an unsafe structure. Reference should be made to the April, 2006 Planning Report Prepared by Mr. Suljic and Mr. Benecke identifying the conditions of each property.

This Redevelopment Plan includes the outline for the planning, development, redevelopment, or rehabilitation of the project area pursuant to N.J.S.A. 40A:12A-1 et seq.

Establishing the McAfee Village Commercial Resort Redevelopment Area will provide both social and economic benefits to the community while maintaining the community's character. Although there may be some topographical, environmental, and aesthetic site constraints within the Redevelopment Area, these can easily be met by redeveloping the property in a comprehensive manner, providing development that is coordinated in theme, architecture, engineering, and scheduling. Accordingly, the Township Council finds that the health, safety, and welfare of the public will be best served by designating and declaring this area, the aforementioned property, as a Redevelopment Area, in accordance with the provisions of N.J.S.A. 40A:12A-3; further that this Redevelopment Plan will help achieve the stated goals of the Township as stated later in this Plan.

### Section 2. The McAfee Village Commercial/Resort Redevelopment Plan including the Zoning Element.

a. The Land Development Code of the Township of Vernon, Chapter 330, Section 157, entitled "Zoning Districts" is hereby amended to add thereto the McAfee Village Commercial Resort zoning district in the McAfee Village Redevelopment Area, and incorporating the land use standards guidelines in this Redevelopment Plan. It is the policy of the Township Council of the Township of Vernon to make this Redevelopment Plan consistent with the Township's Master Plan and the Mountain Redevelopment Creek Redevelopment Plan. Further, the Council is hereby requiring a comprehensive Plan for development of the property, as to be included in a General Development Plan (GDP).

b. The McAfee Village Commercial/Resort Redevelopment Area is located within the State of New Jersey Highlands Planning Area. However, this is a pre-existing intense use and is eligible for re-adaptive use, or redevelopment, notwithstanding its location. Wetlands and

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other environmental conditions in, or on, the property, such as a potential "Category One" stream exists within the redevelopment area. Accordingly, it is the policy of the Council of the Township of Vernon to redevelop this area with sensitivity to the environment.

### Section 3. The McAfee Village Commercial/Resort Redevelopment Plan Definite Goals and Objectives, Including Land Uses.

a. **Redevelopment Plan Goals and Objectives.** The McAfee Village Commercial/Resort Redevelopment Plan is intended to transform the property also known as the Legends Hotel into an active planned resort commercial development in which a hotel condominium, conference center, comprehensive recreation facilities (including an indoor water park), retail shops, restaurants, wellness center, hospital including medical educational facilities and related uses are incorporated within the zoning district standards.

The redeveloped property will be an important part of a larger resort destination, together with Mountain Creek, and will also be linked by Route 94 to the Vernon Town Center, thereby improving the quality of life for all Township residents. A clear objective of the Plan is to create employment opportunities and increase property values by attracting the necessary capital investment to the property. Accordingly, a goal of this Plan is to bring about long-term property tax stability for all of the Township's taxpayers. The Plan envisions leveraging market potential to bring about the redevelopment of the property in a manner that is sensitive to its natural aesthetics.

b. The McAfee Village Commercial/Resort Redevelopment Plan works toward the following objectives:

- Create land use and building requirements specific to the Redevelopment Area consistent with the resort nature of the region and are sensitive to the region's natural aesthetics. Block 231.01, Lot 1 is a parcel of property sufficient in size and dimension to enable a coordinated resort area consisting of a variety of lodging and recreational opportunities through redevelopment.
- Eliminate potential blighting influences through the rehabilitation of the Legends Hotel.
- Provide infrastructure improvements involving streets, curbs, sidewalks, and open space.

c. **Relationship of this Redevelopment Plan to the Township Master Plan.** The Vernon Township Master Plan was originally adopted in December 1995. Within the 1995 document, one of the primary land use goals was to establish a two core center for the McAfee areas as a

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primary commercial area for the immediate region and a regional commercial recreation center extending to the Mountain Creek Ski area. As stated in the 1995 report, Vernon Township had the vision to establish a center within the general location of the McAfee Redevelopment Area over a decade ago.

The Master Plan illustrates that ski areas in Vernon Township were established in the 1960s. The Great Gorge and Vernon Valley Ski Resort (now Mountain Creek) and the Playboy Hotel (now the Legends Resort) and related facilities were constructed during the 1970s. During the 1980's, it was Vernon Township's original heyday as a ski destination with condominium housing, spas, golf courses and other recreational facilities. More recently, Vernon Township applied to the State Planning Commission to establish three centers within the Township: Vernon Center, Mountain Creek and McAfee Village. The 1995 Master Plan indicates that a conglomerate of the Mountain Creek and McAfee Village areas were envisioned as a multi-use area with "themed" community shopping much as what is proposed for the area in the Redevelopment Plan. The October 2003 reexamination of the Land Use Element indicated that pursuing the center designation with the State Planning Commission was still a goal of Vernon Township. Within the last year, Vernon Township has identified the McAfee Village as an area in need of redevelopment and has pursued the center designation with the State Planning Commission, realigning with the goals of the 1995 Master Plan. This Smart Growth plan proposed for the McAfee Redevelopment Area is consistent with the long-range goals of the Township detailed over the past decade. The Redevelopment Area designation takes into account that the Redevelopment Area properties have exhibited a growing lack of utilization and the redevelopment plan will improve the quality of life of Township residents and improve the economic foundation of the Township so that long-term property tax stability is achieved for all taxpayers.

### Section 4. The McAfee Village Commercial Resort (MVCR) Redevelopment Area Zoning Element

The McAfee Village Commercial/Resort Redevelopment Area and Redevelopment Plan require a revision to the Zoning Ordinance in order to specify the certain land uses envisioned for the property. Although the proposed project is consistent with the current zoning, establishment

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of the McAfee Village Commercial Resort ("MVCR") District will further protect, stabilize, and facilitate of the general welfare of the community. The purpose of zoning, as described in the Municipal Land Use Law (MLUL) N.J.S.A. 40:55D-1 is a multi-faceted definition. This Redevelopment Plan meets many of the purposes of land use planning including:

To encourage municipal action to guide the appropriate use or development of land, in a manner that will promote the public health, safety, and general welfare;

To provide sufficient space in appropriate locations for a variety of agricultural, residential, recreational, commercial and industrial uses and open space, both public and private, according to their respective environmental requirements in order to meet the needs of all New Jersey residents;

To promote the conservation of historic sites and districts, open space, energy resources and valuable natural resources in the State and to prevent urban sprawl and degradation of the environment through improper use of land; and,

To encourage coordination of the various public and private procedures and activities shaping land development with a view of lessening the cost of such development and to the more efficient use of land.

As previously stated the objective and stated purpose of this Redevelopment Plan is to provide for the economic development of the area while maintaining the rural and mountain character of the Township as well as protecting the more environmentally sensitive areas of the Township. Specifying the locations of significant new development in this redevelopment area will prevent the improper use of land and protect significant natural resources in Vernon Township

The existing zoning for the site, property, is the Commercial Recreation (CR) District (C2) District which generally allows resort uses and recreational uses as well as commercial uses. The MVCR Zoning District implemented and authorized in this Redevelopment Plan, allows similar uses as the existing CR District. However, by establishing the MVCR District, the Township can specifically detail the uses that can be developed within the zone. Redevelopment of this property will protect the general welfare of the community.

a. Zoning Requirements-The MVCR Zoning District.

(1) The minimum tract area for establishment of McAfee Village Commercial Resort shall be 40 acres. The maximum building coverage is intended to be 255,000 square feet but shall not exceed 290,000 square feet.

(2) The McAfee Village Commercial Resort Zoning District shall consist of no more 672 hotel units. The hotel units may be of vacation, or "time-share" type units. However, such units may not be used as a principal residence. Notwithstanding this bulk

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limitation the McAfee Village Commercial Resort, MVCR, zone shall have sufficient open space, landscape elements such as trees, grass pastures and the like, so as to incorporate a rural element into the property within the Redevelopment Area

(3) There shall be no more than 315,000 square feet of commercial space located on the property. This commercial space limitation includes all indoor amenity space, the physical plant, minor public space, and an indoor water park. This limitation includes approximately 270,000 square feet of pre-existing commercial space and 42,000 square feet of new space. The physical plant area includes approximately 78,000 of physical plant space, including the loading and unloading docks, boiler room, and associated mechanical equipment and rooms. The indoor water park shall be no more than 90,000 square feet

(4) Portions of the Plan Area (or resort) may be subdivided for purposes of financing and conveyance. All land and property elements shall be subject to common covenants, conditions and restriction in order to make certain the various elements of the resort will continue to operate under a common theme, regardless of ownership. In this regard, a form of deed restriction shall be established, to the extent legally necessary, as a blanket covenant and restriction designed to perfect the purpose of this Ordinance in the event of any sale of a hotel or condominium unit, vacation type units, other commercial component, building or a portion of any building.

(5) The MVCR Zoning District shall have a height restriction not exceeding nine (9) stories, and shall in no instance exceed 105 feet as measured to the highest point, exclusive of chimneys and similar features, from the highest elevation of the finished grade at the foundation along the front side of the building. There shall be only one contiguous structure having this height (9)

(6) Buildings shall be set back a minimum distance of ten (10) feet from any public right-of-way. A front yard set back of a minimum of thirty (30) feet is required.

(7) Parking requirements shall be as follows:

(i) Including employee parking, the hotel units shall be provided with 1.25 parking spaces per unit, plus space per 1,000 feet of conference or meeting room space

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(ii) In addition, there shall be provided surface parking at the rate of five (5) spaces for each 1,000 square feet of commercial space.

(iii) All parking spaces shall be 9 feet wide by 18 feet long.(v)

(8) The maximum impervious coverage in connection with the development of the property shall be no greater than 50% of land area. The maximum site disturbance shall be no greater than 75%.

(9) The following specific uses shall be permitted in the McAfee Village Commercial Resort Zoning District:

(i) Resort lodging which may include hotel units and suites, condominium units and suites, fractional and interval, time share, ownership units and active adult short-term residential units;

(ii) Bakeries;

(iii) Banks and financial institutions, including ATM's, either with a banking facility or as a stand alone machine;

(iv) Barber and beauty shops;

(v) Bookstore/newstand/card shops;

(vi) Bicycle and sports related rentals, sales and service shops;

(vii) Childcare facilities;

(viii) Cocktail lounges and bars;

(ix) Conference centers and support services, including stationery and supplies;

(x) Delicatessens/coffee shops;

(xi) Drug stores and pharmacies;

(xii) Galleries;

(xiii) Grocery and -convenience stores;

(xiv) Health Clubs;

(xv) Indoor recreation uses, including but not limited to tennis, basketball, youth sports applications (softball, soccer, lacrosse, etc.) and a limited amount of mechanized rides and attractions (e.g., amusements, arcades, miniature golf parks);

(xvi) Learning centers (e.g., Audubon Society);

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(xvii) Liquor stores;

(xviii) Indoor and outdoor water parks, ice skating rinks and related recreations;

(xix) Nightclubs/dance clubs;

(xx) Offices, including Medical offices and/or urgent medical care facility;

(xxi) Outdoor festivals and art shows, commercial retail, food and beverage;

(xxii) Restaurants;

(xxiii) Resort support services (e.g., aerial transportation system, water park support resort sales and operation centers, skier information services, transit center, lift ticket offices, event areas);

(xxiv) Spas and personal services;

(xxv) Indoor theatres and outdoor amphitheaters if desirable and practical as may be determined by the Vernon Planning Board;

(xxvi) Clothing and other merchandise sales;

(xxvii) Temporary uses which are customary and incidental to a resort, including but not limited to festivals, concerts, events, picnics, shows, games and other temporary gatherings or events-provided that such temporary uses shall be limited by a Redevelopment Agreement;

(xxviii) Other commercial, retail, and service uses of similar character normally associated with a resort;

(14) Except as modified by this Redevelopment Plan, the bulk criteria of the respective pre existing zoning district, "CR", as currently in effect as of the date of adoption of this Ordinance shall apply.

(15) The property owner developer, or redeveloper submitting a site plan application, shall include an analysis of the impact of the plan on the Township of Vernon's COAH, affordable housing, obligation. If any such COAH obligation arises as a result of a proposed development the developer shall satisfy the obligation

h. Site Plan Required and Design Guidelines.

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Prior to commencement of construction, site plans for the construction of improvements within the redevelopment area, prepared in accordance with the Municipal Land Use Law, N.J.S.A. 40-55D-1 et seq., shall be submitted by the applicant(s) for review and approval by the Planning Board so that compliance with this Redevelopment Plan can be determined. This pertains to revisions or additions prior to, during and after completion of the improvements. The following guidelines shall apply to the McAfee Village Commercial Resort Redevelopment Area and zoning district, and shall supplement and/or supersede any provisions of Article V11 of the Township of Vernon Land Development Ordinance, entitled "Design and Development Principles and Standards," as applicable:

(i) A developer shall submit a site plan for approval by the Vernon Planning Board for the Redevelopment of McAfee Village. A site plan may be submitted prior to and in anticipation of submission of applications for site plan approval, or be submitted simultaneously and in conjunction with any such site plan application.

(ii) At the time of submission of the site plan a market study shall be submitted by the applicant to determine the potential marketability of the proposed project. The market study shall include an analysis of the impact of the proposed MVCR project on the other Redevelopment Areas within the Township of Vernon.

(iii) An applicant for a McAfee Village Commercial Resort site plan shall submit a parking plan and traffic control plan as part of the application. The plans shall present a comprehensive means for providing efficient handling of all components of parking and traffic. For each phase of submission, there shall be required an updated parking and traffic management plan demonstrating how the requirements for all guests, employees, visitors and staff will be satisfied.

(iv) The redeveloper shall design an attractive streetscape and open space element in all portions of the development consistent with this Plan, which shall not be altered or changed in any way without approval of the Vernon Township Planning Board.

(v) A landscape plan shall be designed to enhance the particular identity and character of the site, and create a pleasant entry experience for vehicles and pedestrians by means such as street trees, lighting, buffers, walkways, street furniture, signage and accessory structures designed to create and enhance the resort atmosphere. The rural aspects of the community shall be of paramount importance and greenery, trees and

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natural elements shall be made part of the landscape plan. All elements shall be approved by the Planning Board.

(vi) The redeveloper shall design a lighting plan to be approved by the Planning Board that is coordinated with the landscape, signage, and pedestrian plans.

(vii) The redeveloper shall create a system of signage in connection with the use, which shall be designed to create and enhance the resort and is coordinated with the landscape, lighting, and pedestrian plans. In this regard, the developer shall submit to the Planning Board a proposed plan for signs in connection with the various components of the plan, which plan for signs shall be complementary to the use, enhance the resort theme, and be subject to Planning Board approval. No operator of any facility within the resort shall be permitted to change or alter the system and plan for signage without approval of the Vernon Township Planning Board.

(viii) An important element of the McAfee Village is pedestrian movement. The developer shall design a pedestrian plan, as well as a system of bike paths, which shall include walkways and travel ways which are aesthetic in nature, and include links to current and future public circulation systems.

(ix) There shall be a system of storm water and sanitary sewerage disposal facilities, potable water supply, fire protection, solid waste disposal, and appropriate street lighting and traffic safety signage presented to and approved by the Planning Board.

(x) In keeping with the resort theme, the plan shall include sitting areas and plazas and other places and structures such as hotel entrances, fountains and other amenities designed to enhance the resort experience.

(xi) The development shall be designed in order that prompt snow removal within the MVCR zone, when and where appropriate can be undertaken. The redeveloper shall design a method for emergency medical response services.

(xii) The redeveloper shall establish a master association, and such other building or neighborhood associations, as are necessary to maintain or otherwise provide for architectural review, common areas, trash removal, snow removal, pedestrian ways, driveways and parking areas, and related elements. All uses shall be subordinate to the

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McAfee Village Commercial Resort Zone, and appropriate documents shall be established by the redeveloper subject to the approval of the Planning Board, to assure that buildings, structures and uses shall be and remain in conformity with the requirements of this Redevelopment Plan. It is recognized that certain elements within the components of the resort may be owned by individual companies or persons including but not limited to hotels and resort units. All such sales shall be subject to deed restrictions and other requirements approved by the Planning Board to ensure that each use or element of the MVCR operates in accordance with this Redevelopment Plan.

(xiii) Design and development of buildings and structures, which may include limited development on certain ridgelines, shall be undertaken in a manner that accomplishes the purposes of this Redevelopment Plan. Where possible, the structures (buildings) shall incorporate the natural surroundings and features of the area into the final design. This building standard is commonly referred to as "green" or environmentally friendly standards.

(xiv) The Redeveloper shall submit to the Planning Board a set of design standards for the treatment of all buildings and structures, which shall be reviewed and approved by the Planning Board. Upon approval of the design standards, the standards shall not be altered or changed in any way without approval of the Vernon Township Planning Board, which in reviewing any requests for modifications or deviations shall have, as a paramount concern, the need to maintain a common theme throughout the entire property.

(xv) Internally illuminated signs, in particular "light box" signs, are prohibited in the MVCR zone.

(xvi) With the exception of those preexisting condominium units created in approximately 1992, occupancy of hotel and time share units shall be primarily transient in nature provided that hotel units shall be available to guests for consecutive rental periods, so long as the hotel's nature as a commercial establishment is maintained. The units may be used in a time share system of ownership. As a result, hotel units are not subject to those provisions of the sub-code incorporating N.J.A.C. 5:21-1.1, et seq. (Residential Site Improvement Standards). Such units are designed for resort lodging, and for participation in a resort rental program. The units are subject to the Township's Hotel

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Use and Occupancy Tax, and shall be compliant with the requirements of Construction Code Use Group R.

### Section 5. Property Rights

It is the expressed intent of the Vernon Township Council to work with the property owner to improve their property. To this end the Township of Vernon will not seek to acquire Block 231.01, lot 1 or Block 231, lot 1 (the sewer treatment plant and related facilities) through eminent domain condemnation as may be permitted under N.J.S.A. 40A:12A-7a(4). Further, no entity other than the property owner will be appointed as redeveloper of this property provided that the property owner and the Township of Vernon use their best efforts to execute a redevelopment agreement prior to July 31, 2008 setting forth the terms and conditions of the McAfee Village Commercial Resort Redevelopment Agreement.

The Township of Vernon recognizes and respects the ownership rights and interests of condominium and time share owners at the Legends Resort, specifically those condominium and time share owners having a property interest prior to the date of adoption of this Redevelopment Plan.

The redeveloper or other applicant for site plan approval, upon submission of said site plan, shall submit to the Vernon Planning Board a non-binding plan to the Vernon Planning Board so as to potentially achieve affiliation and exchange privileges with a recognized time share exchange company.

### Section 6. Powers of Redevelopment Agency.

Subject to the approval of the Township Council, the Township of Vernon may proceed with the rehabilitation, planning, renewal, and redevelopment of the McAfee Village Redevelopment Area zoning district to effectuate said purposes, the Township of Vernon may:

- (a) request the Vernon Planning Board to recommend pursuant to existing law the designation of additional areas in need of redevelopment or rehabilitation and to make recommendations for such redevelopment; or rehabilitation of such areas;
- (b) publish and disseminate information;
- (c) prepare or arrange by contract for the provision of professional services and the preparation of plans by registered architects or licensed professional engineers, planners, and expert reports by its economic development consultant, financial analyst,

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or other consultants for the purpose of carrying out this redevelopment project;

(d) contract with public agencies, including an urban renewal entity (URE), or redevelopers, including private companies, for the planning, replanning, construction, or undertaking of any project or redevelopment work, or any part thereof, to provide as part of any such arrangement or contract for extension of credit or making of loans to redevelopers to finance any project or redevelopment work, and to arrange or contract with public agencies for the opening, grading or closing of streets, roads, roadways, alleys, or other places or for the furnishing of facilities or for the acquisition by such agency of property options or property rights or for the furnishing of property or services in connection with a redevelopment area;

(e) arrange or contract with a public agency, to the extent that it is within the scope of that agency's functions, to cause the services customarily provided by such other agency to be rendered for the benefit of the occupants of any development area, and to have such other agency provide and maintain parks, recreation centers, schools, sewerage, transportation, water and other municipal facilities adjacent to or in connection with redevelopment areas;

(f) conduct examinations and investigations, hear testimony and make proof, under oath at public or private hearings of any material matter, require the attendance of witnesses and the production of books and papers and issue commissions for the examination of witnesses who are out of State, unable to attend, or excused from attendance;

(g) authorize a committee designated by it consisting of one or more members, or counsel, or its economic development consultant, or any officer or employee to conduct any such investigation or examination, in which case such committee, counsel, officer or employee shall have power to administer oaths; take affidavits and issue subpoenas;

(h) negotiate with a duly organized urban renewal entity (URE) or potential redevelopers for the provisions of a financial agreement pursuant to State Law, including N.J.S.A. 40A:20-1 et seq. The Long Term Tax Exemption Law, so as to provide the Township of Vernon with the appropriate financial return, including any amounts that may be included as part of an agreement for payment in lieu of taxes, as solely

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determined by the Township Council, upon receiving the appropriate Economic Impact Study;

(i.) perform all powers authorized by law to carry out the foregoing purposes not otherwise specifically listed herein with the exception of the use of eminent domain condemnation, which shall not be used to acquire any property.

Section 7. Execution of Documents. The Mayor of the Township of Vernon is hereby designated to execute and the Township Clerk to attest, any and all documents necessary to carry out any of the purposes set forth in this ordinance including the aforesaid financial agreement.

Section 8. The Township of Vernon Land Development Ordinance, Chapter 330, Section 157, entitled "Zoning Districts", is hereby amended to include reference to "MVCR-McAfee Village Commercial Resort". The Township of Vernon Land Development Ordinance, Chapter 330, Section 184, entitled "Supplemental regulations for certain classifications and districts" is hereby amended to include the Permitted Uses and Bulk Requirements contained in Section 3.3 of this Redevelopment Plan. The Township of Vernon Land Development Ordinance, Chapter 330, Article VII, entitled "Design and Development Principles and Standards," is hereby amended to include the Design Guidelines contained in Section 3.4 of this Redevelopment Plan. The standards contained within this Redevelopment Plan shall supersede any conflicting regulations in the Vernon Township Land Development Ordinance, including, without limitation, Section 330-87. Where a particular land use or site standard is not covered in this Redevelopment Plan, compliance with the Vernon Township Land Development Ordinance or other applicable code or ordinance of the Township is required.

BE IT FURTHER ORDAINED as follows:

Section 9. The Township Clerk is hereby directed to give notice at least ten days prior to the adoption of this Ordinance to the Vernon Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15 and N.J.S.A. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the Township Clerk is further directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Sussex County Planning Board as required by N.J.S.A. 40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Township Tax Assessor as required by N.J.S.A. 40:49-2.1.

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Section 10. All ordinances or parts of ordinances or resolutions that are in conflict with the provisions of this Ordinance are repealed to the extent necessary.

Section 11. If any article, section, subsection, term or condition of this Ordinance is declared invalid or illegal for any reason, the balance of the Ordinance shall be deemed severable and shall remain in full force and effect.

Section 12. This Ordinance shall take effect after publication and passage according to law.

Section 13. If any sentence, section, clause or other portion of this ordinance, or the application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or repeal the remainder of this ordinance.

Section 14. All ordinances or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 15. This Ordinance shall take effect immediately upon final passage and publication as required by law and upon filing with the Sussex County Planning Board.

### NOTICE

NOTICE IS HEREBY GIVEN, that the above Ordinance was introduced and passed on first reading at the regular meeting of the Township Council of the Township of Vernon, County of Sussex, State of New Jersey held in the Municipal Building on the 28th day of February, 2008, and the same came up for final passage at the regular meeting of the Township Council held on the 8<sup>th</sup> day of May, 2008, at which time, after persons interested were given the opportunity to be heard concerning said Ordinance, the same was passed and will be in full force and effect in the Township of Vernon according to law.

BY ORDER OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERNON

\_\_\_\_\_  
Austin Carew, Mayor

\_\_\_\_\_  
Dennis G. Murray, Acting Municipal Clerk

**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 DEVELOPMENT

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 a 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/hsggh/4350.3](https://www.hud.gov/program_offices/administration/hudclips/handbooks/hsggh/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.

#### 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 February 9, 2026, and the same came up for final passage and was adopted at the Meeting of the Township Council held on March 9, 2025 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.

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Marcy Gianattasio, Clerk  
 Township of Vernon

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Anthony Rossi, Mayor

**Township of Vernon**

**INTRODUCED: February 9, 2026**

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

**ADOPTED:**

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

Marcy Gianattasio, Clerk  
 Township of Vernon

Anthony Rossi, Mayor

**Township of Vernon**

**INTRODUCED: February 9, 2026**

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Contino C.	X		X			
Ooms S.		X	X			
Rizzuto R.			X			
Sparta, B.			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 #26-06**

**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  
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## MEMORANDUM

February 26, 2026

**TO:** Township Council

**FROM:** Kimberley Decker, LUB Administrator

**SUBJECT:** Review of Ordinance #26-05 and Ordinance #26-06

Dear Township Council:

The Vernon Township Land Use Board held a public meeting hearing on the referral of Ordinance #26-05 and Ordinance #26-06 on February 25, 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 #26-05 and #26-06 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 #26-05 and Ordinance #26-06 to be consistent with the Township Master Plan.
2. The Land Use Board did not have any further comments or recommendations.

Thank you,  
Kim