



VERNON TOWNSHIP COUNCIL MEETING AGENDA

MAY 13, 2024

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 17, 2024 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. PROCLAMATION

National Public Works Week

6. ITEM FOR DISCUSSION

Zoom Meetings/Public Comment

7. MAYOR COMMENTS

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

9. REVIEW OF BILLS LIST

10. APPROVAL OF MINUTES

April 22, 2024 – Regular Meeting

11. CONSENT AGENDA

Resolution #24-141: Calling for the Modernization of the Open Public Records Act (OPRA) and the Swift Passage of S-2930/A-4045

Resolution #24-142: A Resolution Approving Participation with the State of New Jersey Federal Grant Program Administered by the New Jersey Department of Law & Public Safety, Office of the Attorney General

Resolution #24-143: Resolution Authorizing the Execution of a Shared Services Agreement Between the Township of Vernon and the Vernon Township School District

Resolution #24-144: Approving a Charitable Solicitor's Permit: Vernon Township Fire Department

Resolution #24-145: A Resolution of the Township of Vernon Requesting that First Energy Rapidly Increase Internal Funding for JCP&L to Quickly Rectify Long Delayed, Yet Necessary, Modernization Upgrades to Its Electrical Distribution Grid

Resolution #24-146: Approving a Charitable Solicitor's Permit: Pochuck Valley Fire Department Inc.

Resolution #24-147: Authorize the Award of a Professional Services Contract with Chris L Mikolajczyk, CLM, of Princeton Hydro, LLC for Lake/Watershed Management Plan Phase II in a Required Disclosure Manner

12. RESOLUTIONS

Resolution #24-148: Self-Examination of the 2024 Budget Resolution (as required by DCA)

13. PUBLIC HEARING 2024 MUNICIPAL BUDGET

14. ADOPTION OF THE 2024 MUNICIPAL BUDGET

Resolution #24-149: Adoption of the 2024 Municipal Budget

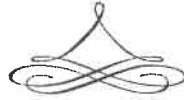
15. PUBLIC COMMENT (Limited to 5 Minutes On Any Topic)

16. COUNCIL COMMENTS

17. COUNCIL PRESIDENT COMMENTS

18. ADJOURNMENT

Proclamation



WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as streets & roadways, parks, sewers, recycling, and public facilities; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Anthony L. Rossi, Mayor of the Township of Vernon do hereby proclaim the week of May 19 through May 25, 2024 as

"NATIONAL PUBLIC WORKS WEEK"

in the Township of Vernon, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Anthony L. Rossi, Mayor
Township of Vernon



Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	3-01	4,624.02	0.00	0.00	4,624.02
CURRENT FUND	4-01	2,236,379.07	75.00	0.00	2,236,454.07
CAPITAL FUND	C-04	19,393.87	0.00	0.00	19,393.87
ESCROW	E-12	6,067.26	0.00	0.00	6,067.26
GRANT FUND	G-02	1,667.50	0.00	0.00	1,667.50
OTHER TRUST	T-14	14,439.58	0.00	0.00	14,439.58
PAYROLL	T-22	4,432.74	0.00	0.00	4,432.74
Year Total:		18,872.32	0.00	0.00	18,872.32
Total of All Funds:		2,287,004.04	75.00	0.00	2,287,079.04

Range of Checking Accts: First to Last Range of Check Dates: 04/18/24 to 05/07/24
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING			
61649	04/24/24	ACMEM005 ACME MARKETS, INC			519
		24-00086 Senior Center Kitchen Supplies	55.04		
61650	04/24/24	AIRGA010 AIRGAS			519
		24-00091 WELDING SUPPLIES & ANNUAL LEAS	17.45		
61651	04/24/24	ALLIE020 ALLIED OIL			519
		24-00237 Municipal Gas Fuel	5,878.43		
61652	04/24/24	AMAZO005 AMAZON.COM SERVICES LLC			519
		24-00135 SC Programs & Events	85.33		
		24-00144 Rec Programs & Events	52.79		
		24-00568 Office Supplies	23.97		
		24-00582 FLEET TRAINING SUPPLIES	379.98		
		24-00596 Budget Binder Tab Dividers	36.04		
			578.11		
61653	04/24/24	AMYHA005 AMY HACKETT			519
		24-00578 MAC Grant Coord 3rd Qtr	250.00		
61654	04/24/24	ANIMA005 ANIMAL CARE EQUIPMENT & SERVIC			519
		24-00521 Compact Max- Animal Chip Scan	315.55		
61655	04/24/24	ANTHO020 ANTHONY ROSSI			519
		24-00601 Reimbursement Office Equipment	419.98		
61656	04/24/24	ARKEL005 ARKEL MOTORS INC			519
		24-00065 PARTS TO REPAIR INTER'L VEH	46.27		
61657	04/24/24	ARROW005 ARROW FIRE PROTECTION			519
		24-00195 BACKLOW TESTING AT MB	392.00		
61658	04/24/24	BOLES005 ALLAN BOLES			519
		24-00398 DJ Services Rec Events	250.00		
61659	04/24/24	CABLE005 CABLEVISION LIGHTPATH NJ, LLC			519
		24-00261 Municipal Bldg Internet	1,089.33		
61660	04/24/24	CINTA005 CINTAS CORPORATION NO 2			519
		24-00588 Municipal AED Maint 2024	388.00		
61661	04/24/24	CLUTC005 DOVER BRAKE & CLUTCH			519
		24-00063 PARTS TO REPAIR DPW VEHICLES	75.26		
61662	04/24/24	COREL080 CORELOGIC - REFUND DEPT			519
		23-00760 TAX REFUND OVERPAYMENT	1,986.69		
61663	04/24/24	COUNT045 COUNTY OF SUSSEX			519
		24-00137 SC Transportation	4,166.67		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61664	04/24/24	COUNT065 COUNTY OF SUSSEX			519
	24-00624	1st qtr 2024 health insurance	15,778.21		
61665	04/24/24	CREAT025 CREATIVE MANAGEMENT INC			519
	24-00238	Municipal Fuel Diesel	2,913.13		
61666	04/24/24	CRYST005 CRYSTAL MOUNTAIN SPRINGS			519
	24-00022	WATER COOLER SERVICE	304.99		
61667	04/24/24	DEPTC005 DEPTCOR			519
	24-00392	Business Cards- Officers	168.00		
61668	04/24/24	DEWBE005 DEWBERRY ENGINEERS, INC.			519
	22-00806	Water Engineering Fees	8,200.80		
	24-00422	PS2 replacement	8,493.10		
	24-00604	Water Engineering Fees	1,978.00		
			<u>18,671.90</u>		
61669	04/24/24	EDMUN005 EDMUNDS & ASSOCIATES, INC			519
	24-00593	SOFTWARE MAINTENANCE 2024	8,829.12		
61670	04/24/24	ELAVO005 ELAVON, INC			519
	24-00352	2024/Court/ Credit Card Fees	162.02		
61671	04/24/24	ENTER020 ENTERPRISE FLEET MANAGMENT, INC			519
	24-00131	Police Account- 591495A	6,522.64		
	24-00405	FP Leases	10,966.80		
			<u>17,489.44</u>		
61672	04/24/24	FASTE005 FASTENAL COMPANY			519
	24-00176	RE-STOCKING OF SAFETY VENDING	120.67		
	24-00502	NEW CATCH BASIN HARDWARE	721.97		
			<u>842.64</u>		
61673	04/24/24	FEDER015 FEDERAL EXPRESS			519
	24-00429	Municipal - Express Postage	38.10		
61674	04/24/24	FLORIO005 FLORIO, PERRUCCI, STEINHARDT &			519
	24-00354	2024 Twp Legal Labor Services	2,335.37		
61675	04/24/24	GAETA005 GAETA RECYCLING CO., INC			519
	24-00016	CONTAINER SERVICE	1,927.02		
61676	04/24/24	GENER020 GENERAL DYNAMICS ORDNANCE & TA			519
	24-00518	White Simunition Recert	400.00		
61677	04/24/24	HERAL005 NEW JERSEY HERALD			519
	24-00304	Admin - Legal Notices	48.67		
	24-00391	2024 Legal Advertising	37.82		
			<u>86.49</u>		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description			Contract	
10-001		GENERAL/CENTRAL CHECKING	Continued		
61678	04/24/24	JCPL0005 JCP&L			519
	24-00523	Municipal Electric Services	8,677.14		
61679	04/24/24	JKFAB005 JK FABCABIN LLC			519
	24-00564	LTR REEFUND	75.00		
61680	04/24/24	JOHNS020 JOHNNY ON THE SPOT DBA UNITED			519
	24-00147	Porta Potty Rentals	819.17		
61681	04/24/24	KUIKE005 KUIKEN BROTHERS CO., INC.			519
	24-00030	PARKS SUPPLIES	251.92		
61682	04/24/24	LANDS015 NOTCHWOOD LANDSCAPE			519
	24-00181	SNOW REMOVAL FOR BARRY LAKES	2,925.00		
61683	04/24/24	LAWS010 LAWSON PRODUCTS			519
	24-00066	VARIOUS SHOP SUPPLIES	76.02		
61684	04/24/24	MARAA005 MARA APODACA			519
	24-00540	2024 REFUND	1,441.72		
61685	04/24/24	MCAA005 MCAA OF NJ			519
	24-00615	2024/ Municipal Court	50.00		
61686	04/24/24	MCAFE010 MC AFEE HARDWARE CO., INC.			519
	24-00012	PARKS SUPPLIES	393.76		
	24-00039	SIGN SUPPLIES	20.78		
			<u>414.54</u>		
61687	04/24/24	MCICO005 MCI COMMUNICATIONS SERVICES, I			519
	24-00590	Long Distance Services Mar 24	977.35		
61688	04/24/24	MCMAN005 MC MANIMON SCOTLAND & BAUMANN,			519
	24-00595	Theta Drive Redevelopment	637.50		
61689	04/24/24	MILOV005 ILMI MILOVIC			519
	24-00651	Personnel Kids to work Day	89.95		
61690	04/24/24	MONTA015 MONTAGUE TOOL & SUPPLY			519
	24-00052	ROAD MATERIALS & SUPPLIES	193.46		
	24-00076	PARTS TO REPAIR SMALL ENGINES	221.86		
	24-00602	MARKING PAINT FOR THE DPW	205.92		
			<u>621.24</u>		
61691	04/24/24	MUA00005 VERNON TWP MUA			519
	24-00628	Sewer Fees Municipal Building	3,735.40		
61692	04/24/24	NATIO045 NATIONAL FIRE PROTECTION ASSOC			519
	24-00324	code books	152.86		
61693	04/24/24	NICH0005 NICHOLAS GONZALEZ			519
	24-00095	College Tuition Reimbursement	2,176.00		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61694	04/24/24	NJMEB005 NJMEBF			519
	24-00632	MARCH 2024	272,324.08		
61695	04/24/24	NJSTA010 NJ ST ASSOC OF POLICE CHIEFS			519
	24-00529	Command & Leadership	1,400.00		
61696	04/24/24	NJSTL005 NJ ST LEAGUE OF MUNICIPALITIES			519
	24-00620	Artemis Training Webinar Marcy	45.00		
61697	04/24/24	NRGBU005 NRG BUSINESS MARKETING			519
	24-00610	Utility Gas Co-Op ETown Gas	1,318.81		
61698	04/24/24	OPRAN005 OPRANDY'S FIRE & SAFETY INC			519
	24-00101	Police- Oxygen Tank Refill	395.00		
61699	04/24/24	OPTIM005 Optimum			519
	24-00327	DPW & Sr Ctr Cable Services	34.85		
61700	04/24/24	PHOEN005 PHOENIX ADVISORS, LLC			519
	24-00580	PILOT CONSULTING	3,363.75		
61701	04/24/24	PITNE010 PITNEY BOWES SUPPLY LINE			519
	24-00471	Postage Machine Lease R#22-225	975.57		
61702	04/24/24	POCHU010 POCHUCK VALLEY FIRE DEPT.			519
	24-00630	Fire Dept Reimbursement Mar'24	15,787.85		
61703	04/24/24	PRINC010 PRINCETON HYDRO LLC			519
	23-00538	Lake/Watershed Management Plan	1,417.50		
61704	04/24/24	PROFE035 Professional Insurance Assoc.			519
	24-00585	Volunteer Insurance Policy2024	437.00		
61705	04/24/24	RAYBR005 RAY BROSS SANITATION & CONSTRU			519
	24-00188	SNOW REMOVAL HIGHLAND LAKES	6,150.00		
61706	04/24/24	RONNI005 RONNIE'S CATERING & BBQ			519
	24-00619	Catering Deposit Senior Picnic	1,354.35		
61707	04/24/24	ROUTE005 ROUTE 23 AUTO MALL LLC			519
	24-00068	PARTS TO REPAIR FORD VEHICLES	24.67		
	24-00069	PARTS TO REPAIR FORD VES VEH	100.84		
			<u>125.51</u>		
61708	04/24/24	RSPHI005 R.S.PHILLIPS STEEL, LLC			519
	24-00519	BASIN REPAIR	193.95		
61709	04/24/24	SCHEN010 SCHENCK PRICE SMITH & KING LLP			519
	23-01474	Tax Appeal Legal Oct 2023	1,445.83		
	24-00491	Legal - Tax Appeal Services	997.50		

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num	Contract
PO #	Description					
10-001		GENERAL/CENTRAL CHECKING	Continued			
61709		SCHENCK PRICE SMITH & KING LLP	Continued			
24-00611		Legal - Tax Appeal Services	1,598.63			
			<u>4,041.96</u>			
61710	04/24/24	SCHUM005 SCHUMACHER CHEVROLET OF CLIFTO			519	
24-00253		PARTS TO REPAIR CHEVY TRUCKS	519.82			
61711	04/24/24	SCIAL010 MATTHEW SCIALLA			519	
24-00581		TOOL REIMBURSEMENT	500.00			
61712	04/24/24	SERVI015 SERVICE MASTER TRI-STATE			519	
24-00522		EMERGENCY-MOLD & REPAIRS	3,000.00			
61713	04/24/24	SHIIN005 SHI INTERNATIONAL CORP			519	
24-00250		Battery Backup- Dispatch	235.00			
24-00410		Cradlepoint Renewal	1,893.30			
			<u>2,128.30</u>			
61714	04/24/24	SPIOT005 SPIOTTI & ASSOCIATES			519	
24-00567		STATE COURT TAX COURT JUDGMENT	1,693.62			
61715	04/24/24	SSWOR005 S & S WORLDWIDE, INC			519	
24-00331		Rec Programs	208.90			
61716	04/24/24	STAPL010 Staples Contract & Commercial			519	
24-00434		2024/ Municipal Court	302.96			
24-00469		SC Office Supplies	77.90			
24-00542		chair mats	62.28			
			<u>443.14</u>			
61717	04/24/24	SUEZW005 VEOLIA WATER NEW JERSEY, INC.			519	
24-00341		Blanket - Water Serv 21 Church	2,269.39			
61718	04/24/24	SUSSE140 SUSSEX COUNTY TREASURER		04/25/24 VOID	519	(Void Reason: due in may)
24-00597		2nd QTR County Purpose Tax 24	3,717,105.51			
61719	04/24/24	SUSSE145 SUSSEX COUNTY TREASURER		04/25/24 VOID	519	(Void Reason: due in may)
24-00598		2nd QTR Library Tax 24	345,195.74			
61720	04/24/24	SUSSE150 SUSSEX COUNTY TREASURER		04/25/24 VOID	519	(Void Reason: due in may)
24-00599		2nd QTR Open Space Tax 24	14,744.90			
61721	04/24/24	SUSSE170 SUSSEX RURAL ELECTRIC CO-OP			519	
24-00511		Blanket PO Municipal Electric	641.16			
61722	04/24/24	TELEP005 WARWICK VALLEY TELEPHONE			519	
24-00260		Municipal Phone Service	4,033.29			
61723	04/24/24	TRACT005 TRACTOR SUPPLY COMPANY			519	
24-00108		Animal Control- Cat Litter	600.00			

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
10-001		GENERAL/CENTRAL CHECKING	Continued		
61724	04/24/24	TRANS020 TRANSAXLE, LLC			519
		24-00583 PARTS TO REPAIR TRUCK #79	563.13		
61725	04/24/24	TRIMB005 Trimboli & Prusinowski, LLC			519
		24-00622 2023-2024 Labor Legal Services	2,609.00		
61726	04/24/24	VALLE030 VALLEY PHYSICIAN SERVICES, PC			519
		24-00589 DPW Employee DOT Testing 03/24	382.00		
61727	04/24/24	VERIZ035 VERIZON CONNECT FLEET USA LLC			519
		24-00027 GPS SERVICE DPW	724.60		
		24-00092 Verizon Reveal-Police GPS	65.80		
			790.40		
61728	04/24/24	VERNO120 VERNON TWP BOARD OF EDUCATION			519
		24-00633 Apr Current Expenses & Debt 24	1,836,868.00		
61729	04/24/24	WBMAS005 W B MASON CO INC			519
		24-00281 Rec Office Supplies	40.30		
61730	04/24/24	WHIBC005 WHIBCO OF NEW JERSEY INC			519
		24-00514 CLAY FOR BALL FIELD VMP/BELL	947.39		
Checking Account Totals					
		Paid	Void	Amount Paid	Amount Void
		Checks: 79	3	2,276,579.04	4,077,046.15
		Direct Deposit: 0	0	0.00	0.00
		Total: 79	3	2,276,579.04	4,077,046.15
12-001		PLANNING/ZONING			
4570	04/26/24	HAROL005 HAROLD E PELLOW AND ASSOC, INC			521
		24-00661 lub variuos payment 4/26/24	2,526.26		
4571	04/26/24	JCALD005 J. CALDWELL & ASSOCIATES LLC			521
		24-00662 lub various payments 4/26/24	1,570.00		
4572	04/26/24	WEINE005 WEINER LAW GROUP LLP			521
		24-00663 lub various payments 4/26/24	1,971.00		
Checking Account Totals					
		Paid	Void	Amount Paid	Amount Void
		Checks: 3	0	6,067.26	0.00
		Direct Deposit: 0	0	0.00	0.00
		Total: 3	0	6,067.26	0.00
22-001		PAYROLL AGENCY			
4871	04/26/24	AFSCM005 A.F.S.C.M.E., NEW JERSEY COUNC			520
		24-00659 APRIL 2024	973.20		
4872	04/26/24	LOCAL005 P.B.A. LOCAL 285			520
		24-00658 APRIL 2024	1,650.00		

Check #	Check Date	Vendor	Reconciled/Void	Ref Num	
PO #	Description	Amount Paid	Contract		
22-001		PAYROLL AGENCY	Continued		
4873	04/26/24	LOCAL010 U.A.W. LOCAL 2326		520	
	24-00657	APRIL 2024	691.20		
4874	04/26/24	POLIC005 POLICE AND FIREMAN'S INS. ASSO		520	
	24-00656	APRIL 2024	98.34		
4875	04/26/24	TRANS015 TRANS WORLD ASSURANCE COMPANY		520	
	24-00660	APRIL 2024	1,020.00		
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	5	0	4,432.74	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	5	0	4,432.74	0.00
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	87	3	2,287,079.04	4,077,046.15
	Direct Deposit:	0	0	0.00	0.00
	Total:	87	3	2,287,079.04	4,077,046.15

Action Data Services
0577 Township of Vernon

Payroll Summary

Page: 1

Run: 05772408 Pay Date: Tuesday 4/30/24 Pay Period: 08 Type: Regular Schedule: 1

Taxable Wages	Current	Qtr To Date	Year To Date	
Federal Income	370,772.90	710,541.34	2,825,012.14	
FICA - Social Security	406,231.66			
FICA - Medicare	406,231.66	781,493.80	3,111,825.05	
State Income	430,869.66	831,440.67	3,314,467.39	
State Unemployment	302,925.31	628,294.76	3,068,173.85	
State FLI / DIS	427,104.69	823,655.59	3,283,981.75	
Amount Your Account Will Be Debited:			163,256.59	
	Employer Share	Employee Share	Total	ADS
Federal Taxes				
Federal Income Tax		45,590.48	45,590.48	*
Social Security 6.200% / 6.200%	25,186.33	25,186.33	50,372.66	*
Medicare 1.450% / 1.450%	5,890.35	5,890.35	11,780.70	*
Total Federal Taxes	31,076.68	76,667.16	107,743.84	
NJ State Taxes				
NJ State Income Tax		17,114.37	17,114.37	*
NJ Unemployment / 0.425%		1,287.43	1,287.43	*
NJ Family Leave / 0.090%		383.92	383.92	*
Total NJ State Taxes		18,785.72	18,785.72	
Public Employees Retirement System				
PERS Pension		13,078.33	13,078.33	*
PERS Back Deduction		110.73	110.73	*
PERS Pension Loan		3,136.13	3,136.13	*
PERS Contributory Insurance		871.95	871.95	*
Total PERS Pension		17,197.14	17,197.14	
Police And Firemans Retirement System				
P&F Pension		16,368.49	16,368.49	*
P&F Back Deduction		198.80	198.80	*
P&F Pension Loan		2,475.72	2,475.72	*
P&F Pension Arrears		373.06	373.06	*
P&F Supplemental Annuity		113.82	113.82	*
Total P&F Pension		19,529.89	19,529.89	
DCRP Contribution				
DCRP Contribution	198.16	269.08	467.24	
Total DCRP Contribution	198.16	269.08	467.24	
Agency / Deductions				
Child Support		727.46	727.46	
Aflac Post Tax		201.22	201.22	
Trans Wo		510.00	510.00	
POL/FIRE		49.17	49.17	
Dues AFSCME D		486.60	486.60	
Dues UAW		345.60	345.60	
Valic 457		4,833.33	4,833.33	
Lincoln 457		600.00	600.00	
Dues PBA		825.00	825.00	
AFLAC Pre Tax		541.97	541.97	
FSA Dependent Care		228.34	228.34	
Medical Pre Tax		22,858.52	22,858.52	
FSA Medical		1,009.17	1,009.17	

Action Data Services
0577 Township of Vernon

Payroll Summary

Run: 05772408 Pay Date: Tuesday 4/30/24 Pay Period: 08 Type: Regular Schedule: 1

	Employer Share	Employee Share	Total	ADS
Agency / Deductions Continued				
Total Agency / Deductions		33,216.38	33,216.38	
Net Pay				
Net Checks		6,208.25	6,208.25	
Net Deposits Checking		250,233.52	250,233.52	
Net Deposits Savings		1,870.73	1,870.73	
Partial Checking		5,300.00	5,300.00	
Partial Savings 1		1,750.00	1,750.00	
Partial Savings 2		270.00	270.00	
Net Memorandums		113.09-	113.09-	
Total Net Pay		265,519.41	265,519.41	
Grand Totals				
Taxes, Pension, Agency, & Net Pay	31,274.84	431,184.78	462,459.62	
Payroll Funding				
Gross Payroll		431,184.78		
Total Payroll Funding	31,274.84	431,184.78	462,459.62	
Gross Earnings				
Regular		366,692.45	366,692.45	
Overtime		6,388.21	6,388.21	
Adjustment		107.38	107.38	
Sgnt Pay		447.93	447.93	
Benefit		1,410.15	1,410.15	
Clothing		24,600.00	24,600.00	
On Call		350.00	350.00	
Dispatch Lunch		577.71	577.71	
Outside		26,567.04	26,567.04	
Wed Pay		150.00	150.00	
Health Care Stipend		1,740.15	1,740.15	
Stipend		104.17	104.17	
Workers Compensation		2,049.59	2,049.59	
Total Gross Earnings		431,184.78	431,184.78	
Taxable / Non Taxable / Other				
Group Life		1,734.47	1,734.47	
Total Txbl/Non Taxable/Other		1,734.47	1,734.47	
Deductions Summary				
Total Taxes	31,076.68	95,452.88	126,529.56	
Total Pension		36,727.03	36,727.03	
Total DCRP	198.16	269.08	467.24	
Total Agency		33,216.38	33,216.38	
Total Deductions	31,274.84	165,665.37	196,940.21	

TOWNSHIP OF VERNON

RESOLUTION #24-141

CALLING FOR THE MODERNIZATION OF THE OPEN PUBLIC RECORDS ACT (OPRA) AND THE SWIFT PASSAGE OF S-2930/A-4045

WHEREAS, in the 2002 “lame duck” session the Open Public Records Act (OPRA) was approved to make government records, “readily accessible for inspection, copying, or examination by the citizens of this State, with certain exceptions, for the protection of the public interest” while protecting “a citizen’s right to a reasonable expectation of privacy”; and

WHEREAS, as local leaders we reaffirm our support and commitment to open and transparent government and public access to records, at the same time, we strongly support necessary reforms; and

WHEREAS, in the twenty years since the enactment of OPRA and with the advent of new technologies, we have witnessed unintended consequences and, in some cases, abuses of OPRA that place an unfair burden on local governments and taxpayers; and

WHEREAS, municipal staff and budgets are increasingly utilized to accommodate the requestors and commercial entities who inundate municipalities with public records requests to the extent that in some instances, additional personnel are hired primarily to handle such requests; and

WHEREAS, OPRA has become broadly construed in favor of access and the requestor who prevails in any proceeding in appealing a denial of access of records is permitted to collect exorbitant attorney’s fees, which impacts the taxpayers and municipalities who must pay these fees; and

WHEREAS, municipalities have seen outside businesses and interests who abuse OPRA for marketing and commercial gains while utilizing municipal employees paid by the taxpayers for this benefit; and

WHEREAS, due to court decisions over the years, reasonable expectations of privacy have been diminished when it comes to the balance of transparency and OPRA perpetuates for-profit data-mining, unsolicited marketing, and uncontrolled publications of records on internet search engines specifically designed to circumvent and bypass what few protective measures currently exist under OPRA, all while allowing the requestor to remain cloaked in anonymity, should they choose to exercise that option; and

WHEREAS, when commercial entities are constantly emailing OPRA requests looking for the latest lists of dogs licensed that month, inground pool permits issued, solar roof permits issued, etc., it causes our residents to not want to license their dogs, comply with permits, or interact with the municipality because they don’t want to lose their privacy and/or have their information tracked and monetized for commercial purposes; and

WHEREAS, reforms to modernize OPRA are long overdue, among them: the need to address requests by commercial entities that utilize public records and the services of local government employees to generate profits, mandatory prevailing attorney fees, which created a cottage industry, and to add language so that such fees are based on facts and circumstances and not an automatic granting; and

WHEREAS, Senators Sarlo and Bucco and Assemblyman Danielsen and Assemblywoman Flynn have introduced S-2930/A-4045, which makes commonsense reforms that do not hinder residents or journalists from using OPRA to access public records, but will protect citizens' personal information from disclosure, addresses the burdensome commercial requests and provide discretion when awarding prevailing attorney fees;

NOW, THEREFORE, BE IT RESOLVED, the governing body of the Township of Vernon in the County of Sussex respectfully request the adoption of much-needed reforms to modernize and strengthen the legislative intent of the Open Public Records Act (OPRA) and urges the swift passage of S-2930/A-4045; and

BE IT FURTHER RESOLVED, as local leaders, we reaffirm our support and commitment to open and transparent government and public access to records but at the same time, we strongly support necessary reforms; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Senate President Scutari, Assembly Speaker Coughlin, Senator Parker Space, Assemblyman Michael Inganamort, Assemblywomen Dawn Fantasia, Governor Murphy, and the New Jersey League of Municipalities.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on May 13, 2024 at 7:00 pm in the Vernon Municipal Center.

 Marcy Gianattasio, RMC, CMR
 Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #24-142

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY FEDERAL GRANT PROGRAM ADMINISTERED BY THE NEW JERSEY DEPARTMENT OF LAW & PUBLIC SAFETY, OFFICE OF THE ATTORNEY GENERAL.

WHEREAS, the Township of Vernon Police Department wishes to apply for funding of approximately \$45,150 with a match of \$128,368.14 in salary and fringe benefits for an approximate project total cost of \$173,518.14 for a project under the State of New Jersey Safe and Secure Grant Program, Subaward Period: 2/7/24-2/6/25, Grant #24-1922; and

WHEREAS, the Council of the Township of Vernon has reviewed the accompanying application and has approved said request; and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and the Vernon Township Police Department for the purpose described in the application.

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

1. As a matter of public policy the Vernon Township Police Department wishes to participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The New Jersey Department of Law and Public Safety, Office of the Attorney General shall be responsible for the receipt and review of the applications for said funds.
4. The New Jersey Department of Law and Public Safety, Office of the Attorney General shall initiate allocations to each applicant as authorized.
5. The Subrecipient's Unit of Government/Non-Profit Organization is "authorized to accept" and/or "does accept" the Subaward.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on May 13, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the Vernon Township Council held on the 13th of May 2024, at 7:00 pm, and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 2024.

SEAL

Municipal Clerk

Grant #24-1922

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

**SAFE AND SECURE COMMUNITIES
GRANT PROGRAM**



**CONSOLIDATED APPLICATION
AND
AWARD DOCUMENTS
TO BE COMPLETED AND RETURNED**

December 2023

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

SAFE AND SECURE COMMUNITIES GRANT PROGRAM

CONSOLIDATED APPLICATION AND AWARD PACKAGE CHECKLIST

SUBGRANTEE: _____

INSTRUCTIONS: **The Consolidated Application and Award Documents Checklist is a guide for filing all required documents, at one time, to streamline processing of a fully-executed subaward. Return 1 copy of the Consolidated Application and Award package via e-mail to grants@njoag.gov.**

APPLICATION:

PART I

- Applicant Information Form
- Application Authorization (Signed by Mayor and Project Director)
- Program Application Narrative (Provided by Applicant)
- Project Budget Detail Form

AWARD DOCUMENTS:

PART II

- Subaward Contract
- Governing Body Resolution & Certification [see Resolution and Certification Checklist for specific information requirements]
- General and Special Conditions
- State Single Audit Requirements & Certification

NOTE: **ALL OF THE ABOVE ITEMS ARE REQUIREMENTS AND PROCESSING WILL NOT OCCUR WITHOUT ALL DOCUMENTATION.**

Applicant Information Form**Safe and Secure Communities Program**

Requested Project Duration Period (when to when): 2/7/24 to 2/6/25	Grant No.: 24-1922
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Municipality: Vernon Township			
Address: 21 Church Street			
City: Vernon	State: NJ	Zip Code + 4: 07462	County: Sussex

Name and Title of Chief Executive/Mayor: Anthony Rossi, Mayor			
Street Address, City, State, Zip Code + 4: (if different from above):			
Telephone: 973-764-4055	Ext. 2241	Email: arossi@vernontwp.com	Fax: 973-764-4799

Police Department: Vernon Township Police Department			
Address: 21 Church Street			
City: Vernon	State NJ	Zip Code + 4: 07462	County: Sussex
Agency Website: www.vernontwp.com	Start of Fiscal Year: (i.e., Jan, July, Oct) Jan	Federal ID Number: 22-60022358	

Name and Title of Project Director: Sergeant Ronald Koumaras III <i>(co-signer on financial reports)</i>			
Street Address, City, State, Zip Code + 4: (if different from above):			
Telephone: 973-764-6155	Ext. 2457	Email: rkoumaras@vernonpolice.com	Fax: 973-764-2518

Name and Title of Contact Person: Sergeant Ronald Koumaras III <i>(Person directly responsible for project operations)</i>			
Street Address, City, State, Zip Code + 4: (if different from above):			
Telephone: 973-764-6155	Ext. 2457	Email: rkoumaras@vernonpolice.com	Fax: 973-764-2518

Name and Title of Chief Financial Officer: Donelle B Decouto, CFO <i>(Person who co-signs financial reports)</i>			
Street Address, City, State, Zip Code + 4: (if different from above):			
Telephone: 973-764-4055	Ext. 2236	Email: dbright@vernontwp.com	Fax: 973-764-7504

APPLICATION AUTHORIZATION

Authorization of the municipality to submit an application to and enter into an agreement with the Department of Law and Public Safety, Office of the Attorney General, to participate in the State's Safe and Secure Communities Program at an estimated total project cost of \$ 173,518.14 .

On behalf of the unit of government, the undersigned certifies and agrees that:

The Project Director reviewed the contents of the application, it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.

The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Applicant's legal counsel as considered appropriate or necessary, and shall be responsible for undertaking the programs and activities described in the application.

As the duly authorized representative of the Applicant, I ensure that the Applicant, if successful, shall use these grant funds to carry out the project and activities specifically described in the application.

As the duly authorized representative of the Applicant, I am responsible for authorizing expenditures and disbursements of grant funds.

As the duly authorized representative of the Applicant, I ensure that the Applicant, if successful, shall comply with any and all Federal, State, municipal, statute, regulation, circular, policy or code regarding the use of these funds.

All grant funds shall be used exclusively for the purposes specified in the grant award.

The Applicant shall not reduce its baseline regular complement of police officers and other law enforcement personnel during the grant period.

The Applicant shall pay all fringe benefit expenses and all costs in excess of the grant award.

The Applicant shall comply with all conditions applicable to grants awarded pursuant the Safe and Secure Communities Act, N.J.S.A. 52:17B-159 et seq. and regulations, N.J.A.C. 13:79-1 et seq.

As of the date of this document, the Applicant municipal police department's number of regular, sworn, appointed municipal officers, who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State, is as follows:

33

Police Officers

0

Other Law Enforcement Personnel
(non-police employees who enhance
a project's law enforcement capacity)

This application consists of the following attachments in addition to this form:

1. Applicant Information Form
2. Program Application Narrative
3. Budget Detail Form
4. Subaward Contract
5. Governing Body Resolution and Certifications
6. General and Special Conditions
7. State Single Audit Requirements & Certification

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment pursuant to N.J.S.A. 2C:28-3.

Township of Vernon

Applicant Municipality

Grant # 24-1922

Anthony Rossi, Mayor

Printed Name
(Mayor, Chief Executive or Village President)

Signature
(Mayor, Chief Executive or Village President)

Date

Sgt Ronald Koumaras

Printed Name of Project Director

Signature of Project Director

Date

5/8/2024

**SAFE AND SECURE COMMUNITIES GRANT PROGRAM
PROGRAM APPLICATION NARRATIVE**

SUBRECIPIENT: Township of Vernon

GRANT NUMBER: 24-1922

PROJECT DURATION: 2/7/24 to 2/6/25

Total Number of Sworn Law Enforcement Officers: 33

Number of Officers funded by the grant: 1

Number of Civilians funded by the grant: 0

GOAL OF THE SAFE AND SECURE COMMUNITIES PROGRAM:

The Safe and Secure Communities Program is designed to provide municipalities with funding for additional law enforcement personnel to address crime in a focused community-oriented manner.

1. To what specific target areas and/or specific assignments will the Safe and Secure funded officers be assigned:

The LEAD program, Law Enforcement Against Drugs, is an ongoing program aimed at educating the youth in our community about the dangers of drug and substance abuse. Through this program, the youth of Vernon Township are made aware of the risks associated with such behaviors, fostering a sense of responsibility and respect among them. The program is further strengthened by the presence of a dedicated officer who oversees the Vernon Township Police Junior Police Academy. The academy serves as a platform for community engagement, providing a positive influence on the youth and promoting a sense of camaraderie and discipline among them. Looking ahead, the funded officer is planning to introduce a new program at Vernon Township High School known as the Junior Cadet program, scheduled to commence in the winter of 2024. This initiative aims to further engage the youth in constructive activities, instilling valuable skills and values that will benefit them in the long run. The funded officer has also been assigned to assist with traffic. This allows for a data driven studies to pinpoint targeted and selective enforcement areas.

2. List SPECIFIC problems and proposed strategies that the Safe and Secure Communities Grant funded officers will employ to reduce crime:

Focusing on specific traffic enforcement places officers in residential and commercial areas, enhancing road safety and reducing crime rates. The LEAD program and Junior Police Academy are utilized to educate and raise awareness about substance abuse, aiming to positively impact the community and prevent future negative outcomes. Several past participants have joined the armed forces or are pursuing a career in law enforcement. Both programs also help build a trusting relationship with the residents within our community. Better relationships help deter and solve crimes. These initiatives contribute to enhancing the overall quality of life in Vernon Township, maintaining its reputation as a safe place to reside in the New Jersey.

3. (If applicable) To what specific assignments will the Safe and Secure funded civilian personnel be assigned:

N/A

Applicant: Township of Vernon

Grant # 24-1922

Budget Detail Form

COST ELEMENT	State Share	Local Match	Project Total
A. Salaries and Wages			
List the names, ranks, and salaries of all personnel assigned to the grant.			
Corporal Stephen Rovetto	45,150.00	88,811.10	133,961.10
A-1. Fringe Benefits			
Include your agency's fringe benefit rate.			
Medical Insurance, Workers Comp and FICA - Cpl Stephen Rovetto \$39,557.04			\$39,557.04
			\$173,518.14

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

**SFY24 SAFE AND SECURE COMMUNITIES
GRANT PROGRAM**

GENERAL CONDITIONS

1. **Legal Authority for the Application:** The Grantee agrees that it possesses legal authority to apply for the grant; and that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Grantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. **Compliance with State and Federal Laws:** The Grantee agrees to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Office of the Attorney General (OAG) concerning special requirements of all Federal, State, municipal laws and regulations and Department of Treasury, State Circulars generally applicable to the activities in which the grantee is engaged in the performance of this grant. Failure to comply with these laws, regulations and State circulars will be grounds for termination of this grant.
3. **Prohibition Against Personal Enrichment:** The Grantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or gives the appearance of, personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. **Prohibition Against Conflicts of Interests:** The Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest.
5. **Anti-Discrimination/Affirmative Action:** The Grantee assures that it will comply, and all of its contractors will comply with the requirements of the State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations. Failure to comply with these laws, rules, regulations, and State Circular Letters will be grounds for termination of this award.

6. **Debarments and Suspensions:** The Grantee understands and agrees to comply with State Executive Order No. 34 (March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Grantee will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
7. **Minimum Wage/Maximum Hours:** The Grantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
8. **Financial Management System:** The Grantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Grantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding and expending grant funds. The Grantee shall maintain accurate and complete disclosure of financial results of each grant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
9. **Accounting Records:** The Grantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Grantee in accordance with the provisions of the grant throughout the project period subject to such conditions as OAG may prescribe.
10. **Audit Requirements:** The Grantee agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200.500, et seq., the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 15-08-OMB.

The Grantee understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed. The Grantee must submit to OAG any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Grantee immediately will report to OAG any changes in its fiscal year.

11. **Allowable Costs:** The Grantee agrees that grant funds will be used only for allowable costs as determined by applicable cost principles specific to the Grantee located at State Circular, Grant Agreements-Agency Contracts, Allowable Costs, 07-05-OMB.
12. **Data Collection and Reporting Requirements:** The Grantee agrees to provide information required for any reporting, data collection, and evaluation conducted by L&PS, OAG and the State of New Jersey. The Grantee also agrees that it will submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on

this grant. The State of New Jersey may, at its discretion, withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

13. **Budget Revisions/Grant Extensions:** The Grantee agrees to report any Budget Revisions or Grant Extensions as follows:
- a. Deviations in excess of 1% from the approved budget or extensions in the grant period require prior approval via OAG Grant Adjustment Request Form. Grantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Grantee must be incorporated in written amendments to this grant.
 - c. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days' notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to L&PS.
 - d. The Grantee agrees that should circumstances affecting the grant-funded project change it will immediately contact OAG in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from OAG via a OAG Grant Adjustment Request Form.
14. **Program Income:** The Grantee agrees that all income earned by the Grantee from grant-supported activities is deemed program income. The Grantee agrees to add program income to funds committed to the program to further eligible program objectives. The use of program income must be shown on the detailed cost statements.

State Circular, Grant Agreements-Agency Contracts, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.

15. **Licensing and Publishing:** The Grantee agrees that L&PS and OAG reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a grantee purchases ownership with support. The Grantee agrees that L&PS reserves the right to require the Grantee not to

publish any work, which right shall not be exercised unreasonably. The Grantee assures that any publication by the Grantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

16. **Records Retention:** Unless otherwise directed by OAG, State or Federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven-year period.
17. **Access to Records:** The Grantee agrees to give the New Jersey Attorney General, L&PS and OAG through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.
18. **Grant Fund Availability:** Grantee recognizes and agrees that both the initial provision of funding and the continuation of such funding under this grant is expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of L&PS to make any payment under this grant or to observe and perform any condition on its part to be performed under the grant as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the grant agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
19. **Subcontracts and Assignments:** The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Grantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of OAG and L&PS. The Grantee may not transfer any rights or obligations under this grant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
20. **Advances of State Grants:** If applicable, the Grantee agrees that it will deposit advances of State grants in interest bearing accounts.

21. **Failure to Comply with Award Conditions:** If the Grantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Grantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Grantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.

22. **Grant Termination:** When the Grantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Grantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet State requirements.

23. **L&PS Termination of the Grant:** The Grantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. L&PS shall notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

24. **Mutual Termination of the Grant:** L&PS and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

25. **Grant Termination for Convenience:** L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Grantee, for any reason whatsoever, including lack of funding available to L&PS. Upon receipt of a notice of termination for convenience, the Grantee shall cease incurring additional obligations of grant funds. However, L&PS shall allow the Grantee to incur all necessary and proper costs which the Grantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.

26. **Grant Termination - Notification and Due Process:** If the grant award is terminated for the Grantee's failure to comply with State or Federal statutes, regulations, or terms and conditions of the grant, L&PS will provide notification to the Grantee, including information that the decision may be considered in evaluating future applications.

In taking an enforcement action, L&PS may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

High Risk Grantees: Grantee agrees that under certain instances it may be considered "High Risk":

- a. If L&PS determines that a Grantee: Has a history of unsatisfactory performance.
 - i. Has not filed its quarterly financial reports (Detailed Cost Statements) or Final Grant Narrative in a timely manner.
 - ii. Is not financially stable.
 - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter, Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - iv. Has not conformed to terms and conditions of previous awards.
 - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- b. If a Grantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Grantee at any time including:
 - i. Issuing payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Requiring additional project monitoring.
 - v. Requiring the Grantee obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - vii. Wholly or partly suspending or terminate the current award for the Grantee's program.
 - viii. Withhold further and future awards for the program.
- c. If L&PS decides to impose such special conditions, L&PS will notify the Grantee as soon as possible, in writing, of:
 - i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.

27. **Corruption of Public Resources Act:** The Grantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse State grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000. The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from State grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
28. **Prohibition Against State Employee Status:** The Grantee understands and agrees that persons performing services in connection with a grant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.
29. **Indemnification by non-State Agencies:** The Subrecipient agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.
30. **Release by State Agencies:** The Subrecipient shall be responsible for, at its own expense defend itself against, and hereby releases the L&PS for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

SPECIAL CONDITIONS

1. **Prohibited Use of Funds:** The Grantee certifies that all grant funds will be used exclusively to pay the base salary of police officers and other law enforcement personnel deployed in support of this grant program, N.J.A.C. 13:79-4.1. Grant funds cannot be used to make any overtime payments.
2. **Prohibition of Supplanting:** Funds received from the Safe and Secure Communities Grant Program may not be used to deliberately reduce other funds set aside for the same purpose.
3. **Compliance with Program Laws and Regulations:** Grantee will follow all applicable requirements and procedures as required by the Department of Law and Public Safety (L&PS), the Office of the Attorney General (OAG), the State of New Jersey Safe and Secure Communities Grant Program Administration and Funding Guidelines, and as outlined in the notification, award, and other letters sent to the Grantee. Grantee also agrees to follow all applicable requirements and procedures as required by the State of New Jersey Safe and Secure Communities Program statute N.J.S.A. 52:17B-159 et seq. and regulations N.J.A.C. 13:79-1.1 et seq.
4. **Baseline Regular Complement:** The Grantee agrees that its baseline regular complement of police officers (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) is based on its police department's number of regular, sworn, appointed municipal officers who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State.
5. **Maintaining Full Complement of Officers:** The Safe and Secure Communities Program legislation, N.J.S.A. 52:17B-164a and regulation N.J.A.C. 13:79-4.1, requires as a condition of the grant award, that the Grantee shall agree that it shall not reduce its baseline regular complement of police officers and other law enforcement personnel (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) during any grant period. A reduction of complement of officers below full complement (those added with grant funds) will result in a proportionately reduced or total loss of grant award.
6. **Match Requirement:** The Grantee agrees to pay as matching costs all fringe benefits (retirement, social security, health and dental insurance, workers compensation, unemployment, disability and survivor's insurance), other related costs, and any project expenses in excess of the grant award. The Grantee will also agree to satisfy any State requirement on matching and cost sharing.

7. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 l. Therefore, the State award and the required fringe benefit match under the Safe and Secure Communities Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.

8. **Time and Attendance Records:** Grantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked, and the signatures of the employee and supervisor.

9. **Financial and Performance Reporting:** The Grantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within fifteen (15) days after the end of each quarter. The Grantee also agrees to file a timely Final Grant Narrative Report within fifteen (15) days after the end date of the grant period. The Final Grant Narrative Report should describe accomplishments and activities that took place during the grant period. *The Grantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Grantee's award. L&PS may, at its discretion, terminate this or any other Safe and Secure grant awards for delinquent reporting.*

10. **Availability of Grant Funds:** The Grantee understands that annual funding for the Safe and Secure Communities Program is uncertain and that funding for each year's grant depends on the continued collection of sufficient program revenue. The Grantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire State award.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable Federal and State laws, regulations, and guidelines.

Township of Vernon _____

Grant #: 24- 1922

Grantee Municipality

Anthony Rossi, Mayor

Printed Name

(Mayor, Chief Executive or Village President)

Signature

(Mayor, Chief Executive or Village President)

Date



**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SUBAWARD**

PROJECT TITLE 2024 Safe and Secure Communities Grant Program	SUBAWARD AMOUNT STATE \$ 45,150 MATCH \$ <u>Fringe Benefits</u> TOTAL \$ 45,150
IMPLEMENTING AGENCY Vernon Township Police Department	DATE OF AWARD January 29, 2024
SUBRECIPIENT Township of Vernon	STATE ACCOUNT NO. 24-100-066-1020-232

In accordance with the provisions of the Safe and Secure Communities Act of 1993, P.L. 1993, c. 220 (N.J.S.A. 52:17B-159, et seq.) and based upon the project application, the Department of Law and Public Safety hereby awards to the above named Subrecipient, a subaward in the amount specified for the purposes set forth in the approved application.

This subaward is subject to all applicable federal and state statutes, as well as the requirements set forth in the application authorization, the approved project budget, required certifications, and any general conditions, assurances, and special conditions attached to the grant program. This subaward is also subject to all applicable statutes of the State of New Jersey and all Federal, State, and Local financial accounting requirements, including the filing of single audits, as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and State Circular Letters 15-08-0MB and 07-05-0MB (if applicable).

This subaward incorporates all conditions and representations contained or made in the application and notice of availability of funds (if applicable).

FOR THE SUBRECIPIENT:

**FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY:**

Signature of Authorizing Official

Attorney General or Designee

Anthony Rossi, Mayor

Typed Name of Authorizing Official and Title

Date

Date

Subaward Number: 24-1922

Subaward Period: 02/07/24 - 02/06/25

Subrecipient Fiscal Year Start Date: January

Contact:

Erin Zippel, Chief Administrative Officer
Office of the Attorney General
Department of Law and Public Safety
(609) 376-2445
grants@njoag.gov

NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

NEW JERSEY SINGLE AUDIT REQUIREMENTS & CERTIFICATION

Applicant/Subrecipient: Township of Vernon

State Vendor Identification Number or EIN: 22-60022358

Total amount of funds expended from all entities (including the Department of Law & Public Safety) during your last fiscal year: Federal Amount: \$ 56,874.10 State Amount: \$ 465,616.46

Applicant/Subrecipient's most recently closed fiscal year end date 2023

The State of New Jersey, Department of Law and Public Safety, Division of Administration, Grant Operations requires that Subrecipients complete this State Single Audit Requirement Certification. Please have your Chief Financial Officer or designee complete this form. Subrecipients must comply with the following State audit requirements outlined in OMB Circular 15-08-OMB (available at http://www.state.nj.us/infobank/circular/cir1508_omb.pdf):

- A Subrecipient that expends \$750,000 or more in federal financial assistance or \$750,000 or more in state financial assistance during its fiscal year must have a single or program-specific audit conducted for that year.
- A Subrecipient that expends less than \$750,000 in federal or state financial assistance during its fiscal year, but expends \$100,000 or more in state and/or federal financial assistance (combined amount) during its fiscal year, must have either a financial statement audit conducted in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit conducted for that year.

Directions: Please check the applicable box below and sign the certification.

I understand and acknowledge the above state audit requirements and:

- My organization or jurisdiction was subject to the state audit requirements for my organization or jurisdiction's most recently closed fiscal year¹;
- My organization or jurisdiction did not expend \$100,000 or more in state and/or federal awards (combined amount); or
- My organization is exempt (please provide basis):

Printed Name of CFO or designee: Donelle Bright

Title: CFO

Signature: 

Date: 5/7/24

¹ Audit reports are due nine months after the end of the audit period unless otherwise instructed pursuant to OMB Circular 15-08-OMB.



TOWNSHIP OF VERNON

RESOLUTION #24-143

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF VERNON AND THE VERNON TOWNSHIP SCHOOL DISTRICT

WHEREAS, the Township of Vernon (“Township”) and the Vernon Township Board of Education (hereinafter referred to as the “Board”) have determined that it is in their best interests to enter into a Shared Service Agreement for “Outdoor Services”; and

WHEREAS, such Outdoor Services would include, but not be limited to: groundskeeping; repair of paved areas such as parking lots and curbs, but excluding roads; snow removal; limited plumbing and electrical work and any other maintenance as needed; and

WHEREAS, both the Board and the Township have reviewed the advantages of sharing services and agree that such an arrangement would result in a mutual benefit to the Board and the Township; and

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

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

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

1. The Mayor and City Clerk are authorized to execute the attached shared services agreement between the Township of Vernon and the Vernon Township School District to provide “Outdoor Services” as specified in Agreement.
2. A copy of said agreement will be attached to this resolution and held on file in the Office of the Municipal Clerk.
3. A certified copy this resolution shall be forwarded to the Vernon Township School District.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on May 13, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

**SHARED SERVICES AGREEMENT BY AND BETWEEN
THE VERNON TOWNSHIP BOARD OF EDUCATION
AND THE TOWNSHIP OF VERNON
FOR OUTDOOR MAINTENANCE**

THIS SHARED SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024 by and between the Vernon Township Board of Education (hereinafter referred to as the “Board”), located at 625 Route 517, Vernon, New Jersey 07462 and the Township of Vernon (hereinafter referred to as “Township”), located at 21 Church Street, Vernon, New Jersey 07462 (collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, both the Township and the Board have determined that it is in the best interest of both public entities to enter into a Shared Services Agreement regarding the Township providing the Board with certain outdoor maintenance services, including, but not limited to: groundskeeping; repair of paved areas such as parking lots and curbs, but excluding roads; snow removal; limited plumbing and electrical work; and any other maintenance as needed (“Outdoor Services”); and

WHEREAS, both the Board and the Township have reviewed the advantages of sharing services and have agreed that such an arrangement would result in a benefit to the Board and the Township; and

WHEREAS, the Township and the Board are authorized to enter into this Shared Services Agreement pursuant Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (the “Act”) which provides that any local unit may, by the adoption of a resolution of its governing body, enter into an agreement with any other local unit or units to provide or receive any service that each unit participating in the agreement is empowered to provide or receive within its own

jurisdiction and that such agreement between the local units for the provision of shared services shall be entered pursuant to the Act; and

WHEREAS, the Board has authorized this Agreement pursuant to Resolution dated [DATE] a copy of which is attached hereto as Exhibit A;

WHEREAS, the Township's Municipal Council has authorized this Agreement pursuant to Resolution [NUMBER] dated [DATE], a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Board and the Township hereby wish to enter into this Shared Services Agreement that permits the Township to provide Outdoor Services to the Board.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the mutual covenants and obligations hereinafter set forth, the Township and the Board, intending to be legally bound, hereby agree to and with each other as follows:

1. According to the provisions herein stated, the Board and Township have agreed that the Township will provide Outdoor Services to the Board as follows.

2. Township vehicles and Township personnel shall be permitted to access Board property in order to provide Outdoor Services to the Board.

3. The Township's access to the Board's property for purposes of conducting, and the Township's provision of, Outdoor Services shall not, to the extent practicable, unduly hinder or impact the educational environment, and may be subject to limitation resulting from school closure due to a holiday, recess, inclement weather, or emergency closing. The Township agrees to reimburse the Board for any expenses related to any vandalism or damage, except normal wear and tear, to Board property which may occur as a result of the Township's access to Board property and provision of services under this Agreement. Board property shall be used with care and left in an orderly and

neat condition. Board equipment shall be used only upon receipt of approval by the Board. If utilized, any Board equipment used by the Township shall be cleaned and returned to its proper place. Any rearrangement of furniture or installation of special equipment, furnishings or apparatus, etc. shall be done only with the consent of the Board and under the supervision of a designated Board employee. The Board assumes no liability for damage to or loss of Township materials brought to school facilities.

4. Township personnel for the purposes of this Agreement shall be employees of the Township Department of Public Works. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, employee or agency relationship between Township personnel and the Board for any purpose. The Township warrants that its personnel providing the Outdoor Services for the Board pursuant to this Agreement are sufficiently qualified to provide such services in compliance with any and all statutory, regulatory, and/or any other legal requirement as applicable. The Township agrees that all services provided by it under this Agreement will be performed in a professional manner and consistent with all applicable standards of professionalism relative to such services. The Township further agrees that it will take all necessary precautions to ensure that the individuals it places in contact with any children do not pose a threat to the health or safety of the children enrolled the Board's schools and educational and recreational programming. The Parties agree to comply with all federal and state laws, local ordinances, and applicable Board policies.

5. Township vehicles for the purposes of this Agreement shall be vehicles assigned to the Township Department of Public Works. The Township warrants that all vehicles used to provide services under this Agreement comply with any applicable statutory and/or regulatory

requirements and are licensed, maintained and inspected as required by law and are in good and safe working condition as required by law.

6. The Township shall bill back the cost of time and materials to the Board for providing Outdoor Services under this Agreement. Prior to providing any Outdoor Services the Township will present the Board with an estimated cost in writing for the Outdoor Services to be provided and the parties shall endeavor to come to an agreement upon the cost of such Outdoor Services. If the parties come to an agreement on the cost to be paid by the Board for the Outdoor Services to be provided by the Township, the Township understands and acknowledges that any payment set forth in this Agreement must be approved by the Board at a regularly scheduled Board of Education meeting. Payments by the Board are due and payable after presentation of an invoice from the Township, which will be provided by the Township no later than thirty (30) days after the services are performed. When an invoice is received from the Township by the Board, the Board shall make payment within 5 (five) days after the next regularly scheduled meeting of the Board of Education, provided the payment sought was placed on a bill list for approval, which requires the Township to submit an invoice at least two (2) week prior to a regularly scheduled Board of Education meeting. In the event of any dispute as to the amount to be paid under this Agreement, the voucher/invoice shall be paid in full by the Board; however, if through subsequent negotiation, mediation, arbitration or litigation, the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the Township shall repay the excess to the Board.

7. The Township may coordinate with and utilize the Board's licensed on-site plumbers and electricians on an as-needed basis, subject to Board approval. When utilizing the Board's on-site plumbers and electricians, the Board shall bill back to the Township the cost of labor and materials associated with the Board's on-site plumbers and electricians. Payment shall

be made to the Board by the Township within thirty (30) days from receipt of a voucher/invoice from the Board, which will be provided to the Township by the Board within thirty (30) days of the services being performed. In the event of any dispute as to the amount to be paid under this Agreement, the voucher/invoice shall be paid in full by the Township; however, if through subsequent negotiation, mediation, arbitration or litigation, the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the Board shall repay the excess to the Township.

8. A Party's failure to remit payment of invoices for three (3) consecutive billing periods shall constitute cause for termination of this Agreement. Prior to any termination, the Party due payment shall provide the other Party with thirty (30) days' advance notice regarding a negative cash balance and a reasonable opportunity to remit payment to rectify same.

9. The duration of this Agreement shall be from [DATE] to [DATE] (the "Term"), unless extended or renegotiated to the mutual satisfaction of both Parties prior to the termination date, or if this Agreement is otherwise terminated pursuant to the terms set forth herein. If either Party materially breaches this Agreement, the other Party may terminate this Agreement with thirty (30) days' written notice by certified mail to the official address of the other Party, apprising the breaching Party of the breach and providing them a reasonable opportunity to cure. Either Party may terminate this Agreement for any reason upon sixty (60) days' written notice by certified mail to the official address of the other Party.

10. To the fullest extent permitted by law, each Party shall indemnify, hold harmless and defend the other Party, its officials, employees, agents, volunteers and others working on behalf of the other Party, from and against any and all liability, claims, losses, costs, attorney's fees, damages, injuries, actions, expense claims and demands, made upon and as a result of the obligations required hereunder.

11. At all times during the Term of this Agreement, each Party shall maintain or cause to be maintained all appropriate levels of insurance required for each service undertaken pursuant to this Agreement. Both Parties shall maintain full and complete liability insurance throughout the Term of this Agreement and cause the other Party to be designated on its policy as an additional insured. Said coverage limits shall not be less than the maximum amounts of liability coverage now maintained by each Party. Proof of said coverage shall be exchanged by and between the Parties on an annual basis. Specifically, each Party shall maintain as appropriate:

- a. Workers' Compensation. Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.
- b. General Liability Including Products & Completed Operations. With a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars. Other Party shall be named as "Additional Insured."
- c. Automobile Liability Insurance. With a minimum combined single limit of liability per accident of one million (\$1,000,000) dollars for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.
- d. Errors and Omissions/Professional Liability. A minimum limit of liability of one million (\$1,000,000) dollars per incident and in the annual aggregate.

12. By entering into this Agreement, the Parties do not waive their governmental immunity, nor does either Party waive any immunity it may be entitled to by operation of law including limitations on damages.

13. Neither Party may assign, either wholly or in part, any of its rights or obligations under this Agreement without the prior written consent of the other, and any such transfer or assignment or attempt thereat shall be null and void.

14. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent

breach, whether of the same or a different provision of this Agreement. Neither Party may waive any of its rights or any obligations of the other Party or any provision of this Agreement except by an instrument in writing signed by that Party.

15. In the event that a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

16. This Agreement has been made and entered into in the State of New Jersey, and the laws of New Jersey shall govern the validity and interpretation hereof and the performance hereunder by the Parties hereto. Any dispute arising under this or relating to this Agreement or its performance shall be governed by and construed in accordance with the laws of the State of New Jersey. Any legal action, suit, or proceeding (collectively "Proceeding") arising out of or related to this Agreement shall be instituted exclusively in the Superior Court of New Jersey, Sussex County, and each Party irrevocably submits to the jurisdiction of such Court in any such Proceeding subject to the laws of the State of New Jersey. Nothing in this provision shall be deemed to prevent the Parties from engaging in non-binding alternative dispute resolution or a binding arbitration to resolve any difference that may arise hereunder.

17. This Agreement represents the entire Agreement between the Parties and merges and supersedes all prior negotiations, representations, understandings, proposals, or agreements, either written or oral.

18. During the Term of this Agreement, it is understood and agreed that this Agreement may only be modified by an instrument in writing signed by both parties to the Agreement.

19. Each Party represents that the signatory executing the Agreement on its behalf is authorized and empowered to execute this Agreement and that all necessary authorizations for

execution of the Agreement on behalf of such Party have been obtained, and that upon such execution said Party shall be bound by the terms of this Agreement.

20. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but which, together, shall constitute one agreement.

21. Pursuant to N.J.S.A. 40A:65-4(b), an executed copy of this Agreement shall be forwarded to the New Jersey Department of Community Affairs, Division of Local Government Services.

IN WITNESS WHEREOF, the Parties hereunto have caused this Agreement be signed and sealed the day and year first above written.

WITNESS OR ATTEST:

TOWNSHIP OF VERNON

Name: Mary Gianattasio
Title: Township Clerk

Name: Anthony Rossi
Title: Mayor

Dated: _____, 2024

ATTEST:

VERNON TOWNSHIP SCHOOL DISTRICT
BOARD OF EDUCATION

Name: Raymond Slamb
Title: Business Administrator/
Board Secretary

Name: Joseph A. Sweeney
Title: President, Board of Education

Dated: _____, 2024

TOWNSHIP OF VERNON

RESOLUTION #24-144

**APPROVING A CHARITABLE SOLICITOR’S PERMIT: VERNON TOWNSHIP
FIRE DEPARTMENT**

WHEREAS, Vernon Township Fire Department, has made application for a Charitable Roadside Solicitor’s Permit for the purposes of soliciting funds on July 6-7, 2024 8 am to 4 pm, on Route 94; and

WHEREAS, in accordance with Ordinance 18-12, the Vernon Township Police Department has reviewed the necessary application found that all documentation is in order.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Vernon that approval be granted for a Charitable Roadside Solicitor’s Permit for Vernon Township Fire Department, P.O. Box 461 Vernon, NJ 07462, has made application for a Charitable Roadside Solicitor’s Permit for the purposes of soliciting funds on July 6-7, 2024 8 am to 4 pm, on Route 94; subject to the approval of the County of Sussex and State of New Jersey as needed.

BE IT FURTHER RESOLVED that the Township Clerk is hereby authorized to issue a Charitable Roadside Solicitor’s Permit to the aforesaid applicant in accordance with Chapter 428 of the Code of the Township of Vernon upon receipt of the approval from the County of Sussex.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on May 13, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



RECEIVED

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

Township Clerk

Charitable Solicitation Permit Application

Date of application: 4-22-24	
Application type: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal	
ORGANIZATION INFORMATION	
Name of Organization Represented	Tel. Number
Vernon Township Fire Department	XXXXXXXXXX
Address	
XXXXXXXXXX Vernon NJ 07462	
Name of individual directly in charge of conducting the solicitation:	
Kevin Gill President	
Address of individual directly in charge of conducting the solicitation:	
Same as Above	
SOLICITATION INFORMATION	
Purpose of Solicitation	
Collect money for fundraising	
Estimated amount of funds proposed to be raised:	
unknown	
Specific statement showing the need for the solicitation:	
Fundraise to collect money to help buy Literacy Education for the township of vernon	
Provide a brief outline of the method to be used on conducting the solicitation:	
Car Wash Stand at intersection Come to cars when Red light Activates	
SOLICITOR(S) INFORMATION	
Provide the name and address of every individual who will be making the proposed solicitation (attach more paper if necessary)	
Name	Address
1. Vernon FD	Same as Above
2.	
3.	
4.	

Charitable Solicitation Permit Application
Continued page 2 of 2

Vernon Township
21 Church Street • Vernon, NJ 07462
Tel: 973-764-4055, ext. 2234 • Fax: 973-764-6393
www.vernontwp.com

DATE/TIME/DURATION INFORMATION

Provide the time and dates when the solicitation will be made, including the beginning and ending dates of the solicitation:

7-6-24 8-4pm
7-7-24

WAGE, FEE, COMMISSION, EXPENSE INFORMATION

Provide the amount of any wages, fees, commissions, or expenses to be paid to any person or organization for conducting the solicitation and the names and addresses of all such persons:

None

Provide a full statement to the effect that if the permit is approved, it will not be used or represented in any way as an endorsement of the proposed solicitation by the township or by any of its officers or departments:

If permit is approved, it will not be used or represented in any way as an endorsement of the proposed solicitation by the township or by any of its officers or departments

Please provide a copy of the ruling from the Internal Revenue Service in which it determined that your organization is a charitable organization under the rules of the Internal Revenue Code so that donations made to your organization are tax deductible. If such determination has not been applied for, indicate whether your organization intends to seek such recognition.

I hereby certify that the information contained in this application is complete, accurate and truthful to the best of my knowledge and belief. I understand that if any statement made is willfully false or incomplete, I may be subject to penalties as provided by law and have this application denied.

I hereby acknowledge that the provisions of Chapter 428 of Vernon Township's code entitled "Peddling and Soliciting" are understood and that if I violate any of the provisions, I am subject to appropriate penalties and/or license revocation.

I consent to Vernon Township's obtaining copies of my driving record from the appropriate public agency and Criminal History Record Information from the New Jersey State Police, State Bureau of Identification.

Signature of Authorized Applicant: *Mark* Print Name/Title: *Ken Cwik* Date: *4-23-24*

FOR OFFICIAL USE ONLY			
DATE REC'D	<i>4/23/24</i>		
CHIEF OF POLICE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DATE: <i>4/23/24</i>	TOWNSHIP COUNCIL <input type="checkbox"/> YES <input type="checkbox"/> NO R#:
PERMIT ISSUED	<input type="checkbox"/> YES <input type="checkbox"/> NO	DATE:	PERMIT #

TOWNSHIP OF VERNON
RESOLUTION #24-145

A RESOLUTION OF THE TOWNSHIP OF VERNON REQUESTING THAT FIRST ENERGY RAPIDLY INCREASE INTERNAL FUNDING FOR JCP&L TO QUICKLY RECTIFY LONG DELAYED, YET NECESSARY, MODERNIZATION UPGRADES TO ITS ELECTRICAL DISTRIBUTION GRID

WHEREAS, the delivery of electrical power through a reliable, resilient and modern electrical distribution grid to deliver electrical power is a vital need for Vernon Township residents and businesses, and;

WHEREAS, First Energy, through its subsidiary Jersey Central Power & Light (JCP&L) was granted a monopoly to serve the public by providing this service, and;

WHEREAS, Vernon Township has experienced excessive outages over the past years from pests, storm damage and infrastructure failures at JCP&L, and;

WHEREAS, JCP&L distributes critically needed electricity to Vernon Township through an old distribution grid badly in need of updating, and;

WHEREAS, JCP&L continually presents that long delayed and neglected tree maintenance is its source of problems without the same focus and priority on failing to continually upgrade ancient infrastructure, and;

WHEREAS, JCP&L's parent company, First Energy, had experienced financial hardship through large, unfortunate coal and nuclear power investments that have nothing to do with Vernon Township's service need and why First Energy holds its monopoly to serve the Vernon Township public, and;

WHEREAS, even when these expensive coal and nuclear production divisions were put into a bankruptcy process, First Energy still found ways to provide a robust dividend to shareholders at the expense of modernizing its JCP&L grid for Vernon Township ratepayers. and;

WHEREAS, updating JCP&L's grid would bring badly needed command, control and communication capability for JCP&L management to end repair crew confusion, bring added grid safety, and improve JCP&L's timely and effective response to power upsets, and;

WHEREAS, these added capabilities would provide JCP&L's customers faster, more accurate communication during critical times of power loss, and;

WHEREAS, the long-delayed addition of sensors, automated switchgear and fuse reclosers to JCP&L's distribution grid would allow JCP&L to quickly isolate faults and immediately re-route and re-establish power to many affected customers while also beneficially lowering JCP&L's repair crew workload, and;

WHEREAS, JCP&L conflated before Vernon Township's Mayor and Township Council the terms of a ratepayer special, additional "charge" and an "investment";

WHEREAS, First Energy has deprived Vernon Township residents, for decades, of this smarter grid the likes of which can be found elsewhere and throughout the United States.

NOW, THEREFORE, BE IT RESOLVED, that Vernon Township's Mayor and Township Council requests that First Energy rapidly increase its **internal** funding for JCP&L to quickly rectify long delayed, yet necessary, modernization upgrades to the electrical distribution grid before asking anew for special ratepayer charges;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the copies of this resolution will be distributed to all Sussex County Clerks, Governing Bodies, Commissioners, BPU, JCP&L, Ratepayer Advocate, District Assembly and State Representatives.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on May 13, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #24-146

APPROVING A CHARITABLE SOLICITOR'S PERMIT: POCHUCK VALLEY FIRE DEPARTMENT INC.

WHEREAS, Pochuck Valley Fire Department Inc., has made application for a Charitable Roadside Solicitor's Permit for the purposes of soliciting funds on May 25, 2024, July 6, 2024 and August 31, 2024 8 am to 5 pm, on Route 94; and

WHEREAS, in accordance with Ordinance 18-12, the Vernon Township Police Department has reviewed the necessary application found that all documentation is in order.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Vernon that approval be granted for a Charitable Roadside Solicitor's Permit for Pochuck Valley Fire Department Inc., 13 Lake Wallkill Road, Sussex, NJ 07461, has made application for a Charitable Roadside Solicitor's Permit for the purposes of soliciting funds on May 25, 2024, July 6, 2024 and August 31, 2024 8 am to 5 pm; subject to the approval of the County of Sussex and State of New Jersey as needed.

BE IT FURTHER RESOLVED that the Township Clerk is hereby authorized to issue a Charitable Roadside Solicitor's Permit to the aforesaid applicant in accordance with Chapter 428 of the Code of the Township of Vernon upon receipt of the approval from the County of Sussex.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on May 13, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



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

Charitable Solicitation Permit Application

	Date of application: 5/6/24
	Application type: <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal
ORGANIZATION INFORMATION	
Name of Organization Represented Pochuck Valley Fire Department Inc	Tel. Number XXXXXXXXXX
Address 13 Lake Walkill Road Sussex, NJ 07461	
Name of individual directly in charge of conducting the solicitation: John Cosh	
Address of individual directly in charge of conducting the solicitation: XXXXXXXXXX	
SOLICITATION INFORMATION	
Purpose of Solicitation Collect money to for operating the Fire Department	
Estimated amount of funds proposed to be raised: 2500-3000	
Specific statement showing the need for the solicitation: Raise money to offset the operating budget of the department	
Provide a brief outline of the method to be used on conducting the solicitation: Road side collection per approved site plan	
SOLICITOR(S) INFORMATION	
Provide the name and address of every individual who will be making the proposed solicitation (attach more paper if necessary)	
Name	Address
1. Department members on township file	
2.	
3.	
4.	

Charitable Solicitation Permit Application
 Continued page 2 of 2

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


<p>DATE/TIME/DURATION INFORMATION</p> <p>Provide the time and dates when the solicitation will be made, including the beginning and ending dates of the solicitation:</p> <p>5/25/24, 7/6/24, 8/31/24 8am-5pm</p>
<p>WAGE, FEE, COMMISSION, EXPENSE INFORMATION</p> <p>Provide the amount of any wages, fees, commissions, or expenses to be paid to any person or organization for conducting the solicitation and the names and addresses of all such persons:</p> <p>N/A</p>
<p>Provide a full statement to the effect that if the permit is approved, it will not be used or represented in any way as an endorsement of the proposed solicitation by the township or by any of its officers or departments:</p> <p>For Fire Department Operating Fund</p>

Please provide a copy of the ruling from the Internal Revenue Service in which it determined that your organization is a charitable organization under the rules of the Internal Revenue Code so that donations made to your organization are tax deductible. If such determination has not been applied for, indicate whether your organization intends to seek such recognition.

I hereby certify that the information contained in this application is complete, accurate and truthful to the best of my knowledge and belief. I understand that if any statement made is willfully false or incomplete, I may be subject to penalties as provided by law and have this application denied.

I hereby acknowledge that the provisions of Chapter 428 of Vernon Township's code entitled "Peddling and Soliciting" are understood and that if I violate any of the provisions, I am subject to appropriate penalties and/or license revocation.

I consent to Vernon Township's obtaining copies of my driving record from the appropriate public agency and Criminal History Record Information from the New Jersey State Police, State Bureau of Identification.

 Signature of Authorized Applicant

Print Name/Title	Date
John Neesh Chief	5/16/24

FOR OFFICIAL USE ONLY			
DATE REC'D	5/18/24	TOWNSHIP COUNCIL	<input type="checkbox"/> YES <input type="checkbox"/> NO R#:
CHIEF OF POLICE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DATE: 5/18/24	PERMIT #	
PERMIT ISSUED	<input type="checkbox"/> YES <input type="checkbox"/> NO DATE:		

TOWNSHIP OF VERNON

RESOLUTION #24-147

**AUTHORIZE THE AWARD OF A PROFESSIONAL SERVICES CONTRACT
WITH CHRIS L MIKOLAJCZYK, CLM, OF PRINCETON HYDRO, LLC FOR
LAKE/WATERSHED MANAGEMENT PLAN PHASE II IN A REQUIRED DISCLOSURE
MANNER**

WHEREAS, the Township of Vernon has a need for development and completion of a Lake/Watershed Management Plan Phase II, in accord with Highlands Council grant requirements; and

WHEREAS, per Resolution# 22-235, the Township authorized Chris L. Mikolajczyk, CLM, from Princeton Hydro, LLC to prepare and submit a Scope of Work for Watershed Management Plan to the Highlands Council which was completed and approved; and

WHEREAS it is the desire of the Township of Vernon to award a contract for said purpose with Chris L. Mikolajczyk, CLM, Senior Project Manager, for Princeton Hydro, LLC, who qualifies as a professional service; and

WHEREAS, the procurement of professional services without public bidding is permitted under the New Jersey Local Public Contracts Law at N.J.S.A. 40A:11-5a; and

WHEREAS, the amount of said contract will not exceed \$202,000.00 and will be fully reimbursed by Highland Council per Plan Conformance Grant #09-033-011-1002 upon completion.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Vernon authorizes the Mayor to enter into a contract with Chris L. Mikolajczyk, CLM, Senior Project Manager, for Princeton Hydro, for the cost of \$202,000.00, for the development and completion of a Lake /Watershed Management Plan Phase II in accord with Highlands Council grant requirements;

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

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

Upon the aforementioned professional being a member in good standing in his respective profession.

Certification of Funds

Account: G-02-40-701-15

Amount: \$202,000.00

CMFO Signature: _____

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on May 13, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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



State of New Jersey

Highlands Water Protection and Planning Council
100 North Road (Route 513)
Chester, New Jersey 07930-2322
(908) 879-6737
(908) 879-4205 (fax)
www.nj.gov/njhighlands



PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

CARL J. RICHKO
Chairperson

BENJAMIN L. SPINELLI, ESQ.
Executive Director

May 7, 2024

VIA EMAIL ONLY:

The Honorable Anthony L. Rossi
Vernon Township
21 Church Street
Vernon, NJ 07462

Subject: Scope of Work Approval
Lake/Watershed Management Plan (Task 15)
Plan Conformance Grant #09-033-011-1002

Dear Mayor Rossi:

On behalf of the Highlands Water Protection and Planning Council (Highlands Council), thank you for submitting the Scope of Work ("SOW") for completion of Phase II of the Township's Lake/Watershed Management Plan. The submitted SOW, prepared by Princeton Hydro, LLC, has a proposed cost of \$202,000 for Phase II work. Staff has reviewed the SOW and found it to be appropriate and acceptable. The Highlands Council has approved a not-to-exceed budget of **\$202,000** towards completion of the identified program. The approved SOW and revised page 6 of the Township's Amended Grant Agreement are attached for your records.

Please coordinate with Kelley Curran, Science Manager, (ext. 116, kelly.curran@highlands.nj.gov) regarding completed deliverables and questions about the program. For questions regarding Plan Conformance, please contact your Highlands Council Staff Liaison, Allison Bittner (ext. 131, allison.bittner@highlands.nj.gov). All questions regarding reimbursement for completed tasks should go to Herb August, Grants Manager (ext. 102, herbert.august@highlands.nj.gov). Should you or other municipal officials wish to discuss any other Highlands-related matter, I remain available to you as well and can be reached by telephone at extension 101 or by e-mail at ben.spinelli@highlands.nj.gov. We look forward to our continued collaboration with you in the important efforts to protect and preserve the Highlands Region.

Sincerely,

Benjamin L. Spinelli, Esq.
Executive Director

Enclosures

c: Tina Kraus, Business Administrator
Chris L. Mikolajczyk, CLM, Princeton Hydro



A PROPOSED VERNON TOWNSHIP WATERSHED MANAGEMENT PROGRAM

VERNON TOWNSHIP, SUSSEX COUNTY, NEW JERSEY

NOVEMBER 2022; REVISED DECEMBER 2022

PREPARED FOR:

VERNON TOWNSHIP
ATTN: HOWARD BURRELL, MAYOR
21 CHURCH STREET
VERNON, NJ 07462

PREPARED BY:

PRINCETON HYDRO, LLC
PO BOX 3689
TRENTON, NJ 08629
908-237-5660





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PRIMARY AUTHOR

Chris L. Mikolajczyk, CLM

CONTRIBUTING AUTHOR(S)

Paul Cooper

Jesse Smith

Pat Rose



UNDERSTANDING OF PROJECT

The Township of Vernon (Township) includes multiple lakes and their respective lake associations (if private) within the Township limits. Communities within the township include Glenwood, Highland Lakes, McAfee, Vernon Valley, Barry Lakes and Lake Walkkill. Although these lakes are both public and private, the Township wishes to take an active role in the management of the surrounding watersheds of these lakes, as the private lakes themselves are managed by their respective associations. This regional approach to lake management has recently been suggested by staff of both the New Jersey Department of Environmental Protection (NJDEP) and the New Jersey Highlands Council (NJHC) and has been implemented in other New Jersey Highland communities such as Ringwood Borough, as well as West Milford, Rockaway and Byram Townships, and Somerset County Parks.

Given the large number of lakes in Vernon Township, and in an effort to keep an overall Township study to a reasonable scope, a selection process occurred with input from the Township offices, the Township Land Use, Princeton Hydro and ultimately, the NJHC. Specifically, the NJHC Master Plan states within Policy 1L2: "to establish tiers of lake management appropriate to management strategies that help protect lake water quality and community value from the impacts of present and future development", and within Objective 1L2a: "Lake management programs shall use the following management tiers around all Highlands Region lakes of greater than 10 acres in size: a Shoreline Protection Tier, a Water Quality Management Tier, a Scenic Resources Tier and a Lake Watershed Tier." Given that both the Policy and Objective use the 10-acre size minimum size in the provision of standards for lake protection, it was determined that lakes greater than 10 acres in size would be selected for the study. Additionally, the Highlands Region Land Use Ordinance, which conforming municipalities pass, include this distinction for waterbodies greater than 10 acres, and the Highlands Region ERIs for each town report out on acres of lakes greater than 10 acres in size.

However, Lakes greater than 10-acres in size which are permanently preserved or surrounded by permanently preserved land, including state-owned lakes, were eliminated from the study. It is important to note that the chain of lakes that flows to the Canistear Reservoir were included based on its potable water status. This includes Wawayanda Lake, a state owned lake with a state park. Wawayanda Lake also possess a swimming beach area and is included due to the potential impacts of harmful algal blooms on the public recreational use of this lakes. Reservoirs owned by private water utilities and lakes present on Federal facilities were also not included in the study. Finally, it is important to note that Lakes less than 10 acres that may possess a swimming beach WERE included due to the potential impacts of harmful algal blooms on the public recreational use of these lakes. As a result, the list of lakes listed in this SOW are:

- Highland Lakes community (5 lakes total) – Group 1
- Lake Wawayanda – Group 1
- Hidden Valley Lake – Group 1
- Lake Conway – Group 1
- Walkill Lake – Group 1
- Barry Lakes (Upper/Lower) – Group 1
- Vernon Valley Lake – Group 1
- Lake Wanda – Group 1
- Lake Pochung – Group 2
- Lake Wildwood – Group 2
- Pleasant Valley Lake – Group 2
- Glenwood Lake – Group 2
- Cliffwood Lake – Group 2
- Great Gorge Lake – Group 2
- Tall Timbers Lake – Group 2



- Panorama Lake – Group 2
- Scenic Lake – Group 2
- Louemma Lake – Group 2
- Blue Heron Lake – Group 2

A map of these lakes can be found on the subsequent page.

FIRM OVERVIEW

Princeton Hydro is a small business enterprise that was formed in 1998 with the specific mission of providing integrated ecological and engineering consulting services. Offering unparalleled expertise in natural resource management, water resources engineering, geotechnical design and investigation, and regulatory compliance, our staff provides a full suite of services throughout the Mid-Atlantic and New England states. We have offices in Ringoes, New Jersey; Sicklerville, New Jersey; Bowie, Maryland; Exton, Pennsylvania; South Glastonbury, Connecticut and Colorado Springs, Colorado. Our multidisciplinary team has the skill sets necessary to conduct highly comprehensive assessments; develop and design appropriate, sustainable solutions; and successfully bring those solutions to fruition.

At Princeton Hydro, we are committed to changing our ecosystems, quality of life, and communities for the better. Our passion and commitment to the integration of innovative science and engineering drive us to excel on behalf of every client. We take great pride in our reputation of delivering comprehensive ecosystem-based solutions that are cost-effective. Our engineers and scientists have in-depth knowledge of urban, coastal, riverine, floodplain, and wetland environments. Our 50+ technical personnel and nine administrative staff include individuals with academic training and real-world project experience – many with advanced degrees and/or professional licenses – in hydrology and hydrogeology, green stormwater management, aquatic and wetland ecology, coastal resiliency, geotechnical investigation, wetland and stream restoration, fishery biology, population and community ecology dynamics, stakeholder engagement, environmental planning, and environmental risk analysis. The unique skills and cumulative expertise of our highly-experienced staff are reflected in the creative nature of Princeton Hydro's award-winning projects.



PROPOSED SCOPE OF WORK

The proposal to conduct a watershed assessment of the watersheds of the Townships lakes will entail completion of the following primary general objectives, and will occur in two phases. Phase I will occur in 2023, while Phase II will occur in 2024. The objectives are:

1. Identify, quantify and prioritize the watershed-based factors which may cause eutrophication,
2. Identify the watershed management measures needed to address general causes of water quality impairments,
3. Identify the relative cost of the recommended general watershed management measures,
4. Identify and quantify the lake-based factors which may cause eutrophication,
5. Generate a general schedule, based on priority, for the implementation of the recommended watershed management measures,

PHASE I (2023)

TASK 1.0 – HISTORICAL DATA REVIEW

Any historical data should be obtained from the Township and each individual lake association, as well as any other regulatory agencies, (such as NJDEP and the USGS), and reviewed in advance of implementing the watershed assessment outlined in Tasks 2 and 3, as well as Tasks 5 and 6. By doing so, a capitalization on established water quality trends, problems and issues raised through any past sampling efforts, and evaluation of the relative success of any past restoration efforts can be accomplished. All streams within the Township that may feed these lakes will also include a review of all available surface water data available through the USGS. This information can be used as the foundation of the watershed assessment. This is part of a standard study approach for any aquatic system; integration of reliable data developed in past studies. Making use of these supplemental data collected by others to complement field efforts is beneficial, assuming that the data were collected by properly trained personnel in a manner consistent with standard NJDEP quality assurance protection plan protocols.

Additionally, as part of Task 1, Princeton Hydro will review the four (4) current Total Maximum Daily Load (TMDL) designation that currently exist in the township. Should any of the recommended measures in this project be able to be credited towards the applicable TMDL, this will be detailed in the final assessment report in Task 9. For example, if a specific recommendation as part of Tasks 2.2 and 5.2 (analysis of pollutant removal techniques) can also be credited towards a respective TMDL, then it will be noted.

Task 1 Fee - \$14,000.00

TASK 2 – WATERSHED MODELING; HYDROLOGIC AND POLLUTANT LOADING – LAKES GROUP 1

TASK 2.1 - HYDROLOGIC AND POLLUTANT LOADING ANALYSIS

The objective of this task will be to model the watershed hydrologic and nutrient loading properties to each Group 1 lake. (Note that the modeling will be watershed-based and will not include the properties of each lake itself.) The hydrologic and pollutant loading data will enable the Township to identify and target the primary sub-watersheds or stormwater discharge areas requiring the greatest load control and evaluate the feasibility of managing these loads. This will aid the Township in selecting, prioritizing and implementing nutrient and sediment load management efforts, thus ensuring that future restoration practices are directed to the watershed projects having the greatest overall benefit to the long-term management of surface water quality.



Watershed pollutant loading and hydrology will be modeled using the MapShed model and its web-based counterpart Model My Watershed (used here interchangeably), both versions of the Generalized Watershed Loading Functions (GWLF) model and its various descendants. This model is described as a good mid-level model and recommended for use by the USEPA. The model will be applied to describe system hydrology, essentially the water budget, and pollutant loading within the watershed and constituent subwatersheds of each system. Hydrology and pollutant loading are inextricably linked and thus are calculated in parallel within the model. The pollutants to be modeled include phosphorus, nitrogen and sediment, while the hydrology will include estimates of precipitation, runoff, evapotranspiration, groundwater flux, and ultimately streamflow or discharge. Estimates of water and pollutant budgets will be provided on a subwatershed and monthly basis.

To describe its basic function, the model works by applying loading coefficients, essentially the quantity of a pollutant produced per unit area, to specific land cover types (for instance low density development or forested wetland) and land areas; the hydrology module operates similarly. A series of algorithms modifies these results according to weather data, soils, and slopes among many other factors. The model then simulates daily loads over a 30-year period using actual climate records, and averages the results over time for monthly and annual outputs. Furthermore, the program allows the user to make modifications to the inputs for septic system function, the number of animals, population density, and many other factors that change pollutant loads and hydrology. Overall, modelling is used as a way to provide estimates of the water budget terms and the pollutants loads, but it does not replace sampling (scheduled to occur in both 2023 (Group 1 Lakes) and 2024 (Group 2 Lakes)).

Task 2.1 Fee - \$35,000.00

TASK 2.2 - ANALYSIS OF THE POLLUTANT REMOVAL ACHIEVABLE THROUGH THE IMPLEMENTATION OF SPECIFIC WATERSHED BASED MANAGEMENT TECHNIQUES

The primary reason for conducting this study is to identify what needs to be done in the watersheds of the Township to minimize the annual pollutant load of each. As can be seen below, these pollutants consist of the common ecological nutrients phosphorus, nitrogen and suspended solids. These pollutants are also known to be the primary cause of eutrophication in lakes, of which can lead to conditions that are prone to harmful algal blooms (HABs). With this data the watershed-based management options can be determined, with the ultimate goal being minimization of surface water quality issues, if any.

This should allow for identification of those sub-watersheds having the greatest impact as well as those sub-watersheds having the most manageable (correctable) loads. Using this data, a list of Best Management Practices (BMPs) and Green Infrastructure (GI) techniques can be provided to the Township that could effectively manage the pollutant loads generated by each major sub-watershed's specific pollutant loads. Emphasis should be given to bioretention type systems that can be implemented on a lot-specific or regional scale. Such BMPs have a high capacity for the removal of nutrients. An examination and discussion of the water quality benefits of restoring and/or creating wetland buffers, riparian buffers, and lakefront aquascape shorelines should also be performed. Where possible, based on inspections of the watershed or information contained in reports made available, the report should identify examples of site-specific locations where wetland buffers, riparian buffers, and lakefront aquascaping could potentially be implemented as part of future watershed management efforts.

If applicable, preliminary base cost estimates should be developed for the design and construction of each recommended stormwater management BMP. The deliverables for this task will be:

- Identification of sub-watershed pollutant loading and the BMPs best suited to manage these loads,
- The utility of restoring or creating wetland buffers, riparian buffers, and lakefront aquascaping, and where possible, the identification of possible implementation sites within the Township,



- Estimated costs and an assigned priority for each watershed management measure recommended in the report and supported by the collected data.

Task 2.2 Fee - \$36,000.00

SURFACE WATER QUALITY ASSESSMENT – WATERSHED AND LAKE-BASED WATER QUALITY DATA

Phosphorus is often the limiting nutrient in lake and pond ecosystems, or the nutrient in which abundance is lowest relative to demand by plants and algae, especially cyanobacteria (aka blue-green algae), the primary component of harmful algal blooms (HABs). As a result, phosphorus is often the primary nutrient driving excessive plant and algal growth. Given this nutrient limitation, only relatively small increases in phosphorus concentration can fuel algal blooms and excessive macrophyte production. By monitoring total phosphorus concentrations, the current trophic status of the lake or pond can be determined and future trends in productivity may be predicted. The current concentration threshold recommended by Princeton Hydro for total phosphorus concentrations in lakes and ponds to preclude nuisance algal and macrophyte growth is 0.03 mg/L.

Nitrate is the most abundant form of inorganic nitrogen in freshwater ecosystems. Common sources of nitrate in freshwater ecosystems are derived from bacterial facilitated oxidation of ammonia and through groundwater inputs. The molecular structure of nitrate lends it poor ability to bind to soil particles but excellent mobility in groundwater. Nitrate is often utilized by algae, although to a lesser extent than ammonia, for growth. Nitrate distribution is highly dependent on algal abundance and the spatial distribution of dissolved oxygen concentrations. In many eutrophic lake and pond systems nitrate concentrations show temporal and spatial variability due to algal productivity and relative concentrations of dissolved oxygen.

Excessively high concentrations of nitrate are primarily attributable to either wastewater inputs or excessive organic matter decomposition in oxygenated hypolimnion. Typically, lakes with concentrations above 0.30 mg/L indicates nitrogen-loading, however, concentrations below 0.50 mg/L are still considered acceptable water quality. For comparison purposes, the drinking water standard for nitrate is 10 mg/L.

Ammonia is generally present in low concentrations in oxygenated lakes and ponds due to the rapid conversion of the ammonium ion to nitrate. In addition, most plants and algae prefer the reduced ammonium ion to the oxidized nitrate ion for growth and therefore further contribute to reduced concentrations of ammonia in the upper water layer. In the anoxic hypolimnion of lakes ammonia tends to accumulate due to increased bacterial decomposition of organic material and lack of oxygen which would otherwise serve to oxidize this molecule to nitrate.

Increased surface water concentrations of ammonia may be indicative of excessive non-point source pollution from the associated watershed. The ammonium ion, unlike that of nitrate, may easily bind to soil particles whereby it may be transported to the ponds during storm events. Another likely source of excessive ammonia in suburban watersheds is runoff from lawn fertilizer which is often highly rich in nitrogenous species. Increases in ammonia concentrations in the hypolimnion of lakes are generally associated with thermal stratification and subsequent dissolved oxygen depletion. Once stratification breaks down a pulse of ammonia rich water may be mixed throughout the entire water column whereby it will cause undue stress to aquatic organisms.

The concentration of suspended particles in a waterbody that will cause turbid or "muddy" conditions, total suspended solids is often a useful indicator of sediment erosion and stormwater inputs into a waterbody. Because suspended solids within the water column reduce light penetration through reflectance and absorbance of light waves and particles, suspended solids tend to reduce the active photic zone of a lake or pond while contributing a "muddy" appearance at values over 25 mg/L. Total suspended solids measures include suspended inorganic sediment, algal particles, and zooplankton particles. In addition, as phosphorus molecules are often times tightly



bound to soil particles, elevated total suspended solids measures may serve as indicators of not only excessive sediment inputs but also excessive phosphorus inputs to a waterbody.

As a result of the importance of determine the presence and sources of these nutrients, the following surface water monitoring will be completed as part of this project:

TASK 3.0 - WATER QUALITY ASSESSMENT – WATERSHED-BASED WATER QUALITY DATA: LAKES GROUP 1

Using the modeling data calculated as part of Task 2, at a minimum, three (3) watershed-based baseflow (no rain in the previous 72 hours) stream monitoring events should be conducted within each Group 1 lake's single primary sub-watershed with regards to pollutant and hydrologic loading. This sampling will help to fine tune the models in Task 2. During these monitoring events, both *in-situ* and discrete water quality data should be collected. In-situ data should consist of temperature, dissolved oxygen, pH, and specific conductivity, all of which will be measured using a calibrated multi-probe water quality meter. Princeton Hydro is certified by the NJDEP (#10006) in these parameters. Discrete water quality samples should be collected at each site and analyzed for total phosphorus (TP), soluble reactive phosphorus (SRP), nitrate-nitrogen (NO₃-N), and total suspended solids (TSS). Observations of stream inlet conditions will also be recorded during these events.

Task 3.0 Fee - \$9,000.00

TASK 4.0 - WATER QUALITY ASSESSMENT – LAKE-BASED WATER QUALITY DATA: LAKES GROUP 1

In-Situ

A single growing season (May 2023 – October 2023) investigation and assessment of the water quality of each of the lakes of Group 1 of this Township study should be performed. This would entail bimonthly water quality sampling being conducted at each lake for a total of three (3) sampling events per lake. Samples should be collected at a minimum of two stations (final station locations to be determined in concert with the Township and each lake association). During each event and at each station *in-situ* water quality data consisting of real-time measurement of dissolved oxygen, temperature, pH, and specific conductivity should be conducted. These measurements are to be recorded in profile (surface to bottom) at 0.5 to 1-meter increments. At each of these sampling stations the lake's clarity (Secchi disk transparency) should also be measured.

Discrete

At a station established in the approximate center (or at its deepest point should that not be in the center of the lake), discrete whole water samples should be collected at a depth 0.5 meters below the surface of the lake and 0.5 meters above the bottom of the lake. In the event of two lakes (Upper/Lower), the LOWER lake will be utilized for the collection of laboratory-based samples. These samples will then be submitted to an NJDEP certified water testing lab for the analysis of total phosphorus (TP), soluble reactive phosphorus (SRP), nitrate nitrogen (NO₃-N), NH₃ nitrogen (N as ammonia), Chlorophyll a and total suspended solids (TSS). At the same deep-water station, zooplankton and phytoplankton samples should also be collected via net tow and analyzed for species composition, dominant organism and relative density.

Additionally, during each of the three (3) sampling events, a general survey of aquatic vegetation and/or algae growth (planktonic or filamentous) should be conducted. These surveys will provide the associations with an objective understanding of the amount and distribution of SAV and algae occurring throughout each lake over the course of the growing season. The survey should include general observations of the shoreline perimeter of the lake. These surveys can be discussed in advance, but should focus on areas having a history of significant Submerged Aquatic Vegetation (SAV) and/or algae problems.



Finally, observations of known nuisance waterfowl, such as Canada geese, will also be recorded during each event.

Task 4.0 Fee – \$55,500.00

PHASE II (2024)

TASK 5 – WATERSHED MODELING; HYDROLOGIC AND POLLUTANT LOADING – LAKES GROUP 2

TASK 5.1 - HYDROLOGIC AND POLLUTANT LOADING ANALYSIS

Similar to Task 2.1, the objective of this task will be to model the watershed hydrologic and nutrient loading properties to each Group 2 lake. (Note that the modeling will be watershed-based and will not include the properties of each lake itself.) The hydrologic and pollutant loading data will enable the Township to identify and target the primary sub-watersheds or stormwater discharge areas requiring the greatest load control and evaluate the feasibility of managing these loads. This will aid the Township in selecting, prioritizing and implementing nutrient and sediment load management efforts, thus ensuring that future restoration practices are directed to the watershed projects having the greatest overall benefit to the long-term management of surface water quality.

Task 5.1 Fee - \$36,000.00

TASK 5.2 - ANALYSIS OF THE POLLUTANT REMOVAL ACHIEVABLE THROUGH THE IMPLEMENTATION OF SPECIFIC WATERSHED BASED MANAGEMENT TECHNIQUES

Similar to Task 2.2, the primary reason for conducting this study is to identify what needs to be done in the watersheds of the Township to minimize the annual pollutant load of each. As can be seen below, these pollutants consist of the common ecological nutrients phosphorus, nitrogen and suspended solids. These pollutants are also known to be the primary cause of eutrophication in lakes, of which can lead to conditions that are prone to harmful algal blooms (HABs). With this data the watershed-based management options can be determined, with the ultimate goal being minimization of surface water quality issues, if any.

This should allow for identification of those sub-watersheds having the greatest impact as well as those sub-watersheds having the most manageable (correctable) loads. Using this data, a list of Best Management Practices (BMPs) and Green Infrastructure (GI) techniques can be provided to the Township that could effectively manage the pollutant loads generated by each major sub-watershed's specific pollutant loads. Emphasis should be given to bioretention type systems that can be implemented on a lot-specific or regional scale. Such BMPs have a high capacity for the removal of nutrients. An examination and discussion of the water quality benefits of restoring and/or creating wetland buffers, riparian buffers, and lakefront aquascape shorelines should also be performed. Where possible, based on inspections of the watershed or information contained in reports made available, the report should identify examples of site-specific locations where wetland buffers, riparian buffers, and lakefront aquascaping could potentially be implemented as part of future watershed management efforts.

Task 5.2 Fee - \$37,000.00



TASK 6.0 - WATER QUALITY ASSESSMENT – WATERSHED-BASED WATER QUALITY DATA: LAKES GROUP 2

Similar to Task 3, using the modeling data calculated as part of Task 5, at a minimum, three (3) watershed-based baseflow (no rain in the previous 72 hours) stream monitoring events should be conducted within each Group 2 lake's single primary sub-watershed with regards to pollutant and hydrologic loading. During these monitoring events, the same *in-situ* and discrete water quality data collected in Task 3 will also be collected. Observations of stream inlet conditions will also be recorded during these events.

Task 6.0 Fee - \$10,000.00

TASK 7.0 - WATER QUALITY ASSESSMENT – LAKE-BASED WATER QUALITY DATA: LAKES GROUP 2

Similar to Task 4, a single growing season (May – October) investigation and assessment of the water quality of each of the lakes of Group 2 of this Township study should be performed. This would entail bimonthly water quality sampling being conducted at each lake for a total of three (3) sampling events per lake. Samples should be collected at a minimum of two stations (final station locations to be determined in concert with the Township and each lake association). During each event and at each station *in-situ* water quality data consisting of real-time measurement of dissolved oxygen, temperature, pH, and specific conductivity should be conducted. These measurements are to be recorded in profile (surface to bottom) at 0.5 to 1-meter increments. At each of these sampling stations the lake's clarity (Secchi disk transparency) should also be measured.

At a station established in the approximate center (or at its deepest point should that not be in the center of the lake), discrete whole water samples should be collected at a depth 0.5 meters below the surface of the lake and 0.5 meters above the bottom of the lake. In the event of two lakes (Upper/Lower), the LOWER lake will be utilized for the collection of laboratory-based samples. These samples will then be submitted to an NJDEP certified water testing lab for the analysis of total phosphorus (TP), soluble reactive phosphorus (SRP), nitrate nitrogen (NO₃-N), NH₃ nitrogen (N as ammonia), Chlorophyll *a* and total suspended solids (TSS). At the same deep-water station, zooplankton and phytoplankton samples should also be collected via net tow and analyzed for species composition, dominant organism and relative density.

Additionally, during each of the three (3) sampling events, a general survey of aquatic vegetation and/or algae growth (planktonic or filamentous) should be conducted. These surveys will provide the associations with an objective understanding of the amount and distribution of SAV and algae occurring throughout each lake over the course of the growing season. The survey should include general observations of the shoreline perimeter of the lake. These surveys can be discussed in advance, but should focus on areas having a history of significant SAV and/or algae problems.

Finally, observations of known nuisance waterfowl, such as Canada geese, will also be recorded during each event.

Task 7.0 Fee – \$57,000.00

TASK 8.0 – TROPHIC STATE ASSESSMENT

Using the field data collected in Tasks 3, 4, 6 and 7 as well as the modeling data from Task 2 and Task 5, internal phosphorus loading can be estimated using standard limnological metrics and then incorporated into the overall load for that individual lake/watershed. The basic input parameters for this analysis are the lake's volume, maximum depth, average depth, seasonal dissolved oxygen and temperature profiles and hydrologic data. Analysis of the hydrologic data generated through Task 2 and Task 5 in conjunction with the external and internal



pollutant loads will be used to compute the existing trophic state of each lake, which describes total system productivity or more simply if the lake is oligotrophic, mesotrophic, or eutrophic.

Task 8.0 Fee – \$24,000.00

TASK 9.0 - GENERAL ASSESSMENT REPORT

Once all the laboratory data have been received and processed and the watershed modeling has been completed, and any existing historical data reviewed, a General Assessment Report should be authored. The report should discuss the data and observations compiled during the monitoring and compare these data to established USEPA/NJDEP trophic state standards and NJDEP surface water quality threshold values. The report should also cover in detail any water quality issues that were observed or measured, especially the results of the phosphorus loading and the *in-situ* data. The report will also review in detail the results and findings of the field data (Tasks 3, 4, 6 and 7) and the relationships of the modeled data (Task 2 and Task 5) relative to any historical data (Task 1) provided by the Township or other agency.

Within the General Assessment Report, which will be based on the EPA's 9-element watershed plan model, the data will be presented in tables and/or graphs. Within the report an identification of which watershed management techniques and measures are best suited for immediate or long-term implementation. For each recommended technique a preliminary cost estimate (as based on the availability of data) for the implementation of the specified measure should be generated. These data should be used in turn to rank each recommended management measure. Within the report an identification of regulatory constraints affecting each of the recommended watershed-based management measures should be discussed and for each a list of anticipated NJDEP permits, as well as any other anticipated regulatory agency permits.

Within the plan a schedule should be generated for the implementation for the recommended watershed management measures. This will provide the Township with a sense of not only how to prioritize restoration recommendations, but how to budget for their implementation in both the short-term and long-term. Finally, within the plan a long-term water quality monitoring plan that can be used by both the Township and the individual lake associations should be provided to objectively and quantitatively track the watershed-based water quality improvements and ecological benefits achieved through the implementation of any recommendations provided in the General Assessment Report. However, it is important to note that no specific management recommendations will be provided by the Township to the individual lake Associations.

Task 9.0 Fee - \$38,000.00



In an effort to summarize the total fees for this project, Table 1 below presents Fee with associated costs.

Table 1 – Task/Fee Summarization

Phase	Task	Description	Fee
1	1	Historical Data Review	\$14,000.00
1	2.1	Hydrologic and Pollutant Loading Analysis – Group 1 Lakes	\$35,000.00
1	2.2	Analysis of Pollutant Removal Watershed Techniques – Group 1 Lakes	\$36,000.00
1	3	Collection of Baseline Watershed Water Quality Data – Group 1 Lakes	\$9,000.00
1	4	Collection of Lake-Based Water Quality Data – Group 1 Lakes	\$55,000.00
2	5.1	Hydrologic and Pollutant Loading Analysis – Group 2 Lakes	\$36,000.00
2	5.2	Analysis of Pollutant Removal Watershed Techniques – Group 2 Lakes	\$37,000.00
2	6	Collection of Baseline Watershed Water Quality Data – Group 2 Lakes	\$10,000.00
2	7	Collection of Lake-Based Water Quality Data – Group 2 Lakes	\$57,000.00
2	8	Trophic State Modeling	\$24,000.00
2	9	General Watershed Assessment Report	\$38,000.00
TOTAL			\$351,000.00

Table 2 – Proposed Schedule

Phase	Task	Description	Schedule
1	1	Historical Data Review	1/23 – 12/23
1	2.1	Hydrologic and Pollutant Loading Analysis – Group 1 Lakes	1/23 – 4/23
1	2.2	Analysis of Pollutant Removal Watershed Techniques – Group 1 Lakes	10/23 – 12/23
1	3	Collection of Baseline Watershed Water Quality Data – Group 1 Lakes	5/23 – 9/23
1	4	Collection of Lake-Based Water Quality Data – Group 1 Lakes	5/23 – 10/23
2	5.1	Hydrologic and Pollutant Loading Analysis – Group 2 Lakes	1/24 – 4/24
2	5.2	Analysis of Pollutant Removal Watershed Techniques – Group 2 Lakes	10/24 – 12/24
2	6	Collection of Baseline Watershed Water Quality Data – Group 2 Lakes	5/24 – 9/24
2	7	Collection of Lake-Based Water Quality Data – Group 2 Lakes	5/24 – 10/24
2	8	Trophic State Modeling	11/24 – 12/24
2	9	General Watershed Assessment Report	1/25 – 3/25

9. Budget	
Amount of Total Previous Financial Assistance	\$91,015.18
Amount of Additional Grant Funding Req.	\$724,549
Project Cost Breakdown	
Project Components	Cost Estimate
Task 1 – COAH Certification	\$22,500
Task 2 – Finalize / Adopt ERI	\$2,000
Task 3 – Highlands Element/Reexam Report	\$37,549
Task 4 – Ag Retention / Farm Preservation	\$15,000
Task 5 – Sustainable Econ. Dev. Plan	\$111,000
Task 6 – Land Use Ordinances	\$10,000
Task 7 – Checklist Ordinance	\$1,000
Task 8 – Municipal Zoning Map Update	\$5,000
Task 9 – Habitat Cons. & Mgmt. Plan	<i>(incorporated into task 5)</i> \$0
Task 10 – Stream Corr. Protection / Rest. Plan	\$38,000
Task 11 – Wastewater Mgmt. Plan	\$18,000
Task 12 – Highlands Training Sessions	\$3,500
Task 13 – Water Use and Cons. Mgmt. Plan	\$80,000
Task 14 – Stormwater Management Plan	\$30,000
Task 15 – Lake/Watershed Management Plan	<u>\$351,000</u>
Total (All Tasks)	<u>\$724,549</u>
Source of Estimates	
<p>As approved by the Highlands Council in the Highlands Implementation Plan and Schedule pursuant to Highlands Council Resolutions 2012-15, May 17, 2012; 2014-31, December 4, 2014; 2015-16, July 16, 2015; 2021-16, July 15, 2021; 2021-17, July 15, 2021; 2021-18, July 15, 2021; 2022-22, December 1, 2022; 2023-4, January 19, 2023; and, 2024-13, April 18, 2024.</p>	

Revised 5/7/2024

TOWNSHIP OF VERNON

RESOLUTION #24-148

SELF-EXAMINATION OF 2024 BUDGET RESOLUTION

[as required by DCA]

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the Township of Vernon has been declared eligible to participate in the program by the Division of Local Government Services, and the Chief Financial Officer has determined that the local government meets the necessary conditions to participate in the program for the 2023 budget year.

NOW THEREFORE BE IT RESOLVED by the governing body of the Township of Vernon that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
 - a. Payment of interest and debt redemption charges
 - b. Deferred charges and statutory expenditures
 - c. Cash deficit of preceding year
 - d. Reserve for uncollected taxes
 - e. Other reserves and non-disbursement items
 - f. Any inclusions of amounts required for school purposes.
2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).
3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
4. That pursuant to the Local Budget Law:
 - a. All estimates of revenue are reasonable, accurate and correctly stated,
 - b. Items of appropriation are properly set forth
 - c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.
5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.
6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on May 13, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

SUSSEX COUNTY, NEW JERSEY

CERTIFICATION OF APPROVED BUDGET

It is hereby certified that the Approved Budget complies with the requirements of law and approval is given pursuant to N.J.S.A. 40A:4-78(b) and N.J.A.C. 5:30-7.

It is further certified that the municipality has met the eligibility requirements of N.J.A.C. 5:30-7.4 and 7.5, and that I, as Chief Financial Officer, have completed the local examination in compliance with N.J.A.C. 5:30-7.6.

Dated: _____

By: _____
Chief Financial Officer

This certification form and resolution of the governing body executing such certification should be annexed to the adopted budget (N.J.A.C. 5:30-7.6(e))

SECTION 2 - UPON ADOPTION FOR YEAR 2024

RESOLUTION #24-149

TOWNSHIP

Be it Resolved by the VERNON **COUNCIL MEMBERS** of the SUSSEX County of _____ that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

(a) \$ 18,882,454.47 (Item 2 below) for municipal purposes, and

(b) \$ _____ (Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and, (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S.A. 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations.

(c) \$ _____ (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
 (d) \$ _____ (Sheet 44) Arts and Culture Trust Fund Levy
 (e) \$ _____ (Item 5 Below) Minimum Library Tax
 (f) \$ _____

RECORDED VOTE
(insert last name)

Ayes		Nays		Abstained		Absent	

SUMMARY OF REVENUES

1. General Revenues					
Surplus Anticipated		08-100	\$	1,750,000.00	
Miscellaneous Revenues Anticipated		13-099	\$	9,168,045.53	
Receipts from Delinquent Taxes		15-499	\$	1,600,000.00	
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSED (Item 6(a), Sheet 11)		07-190	\$	18,882,454.47	
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:					
Item 6(b), Sheet 42		07-195	\$	-	
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)		07-191	\$	-	
TOTAL AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY					
4. To Be Added TO THE CERTIFICATE FOR THE AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:					
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)		07-191	\$	-	
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)		07-192	\$	-	
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY TAX		13-299	\$	31,400,500.00	
Total Revenues					