



VERNON TOWNSHIP COUNCIL MEETING AGENDA

JUNE 24, 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. ITEM FOR DISCUSSION

Solicitors Licenses
Sign Ordinance
Mayor's Salary

6. MAYOR COMMENTS

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

8. REVIEW OF BILLS LIST

9. APPROVAL OF MINUTES

June 10, 2024 – Regular Meeting

10. ADOPTION OF ORDINANCES

Ordinance #24-07: An Ordinance Amending Chapter 5, Article XVI of the Municipal Code of the Township of Vernon (Historic Preservation)

Ordinance #24-08: Capital Ordinance providing for various improvements by the Township of Vernon, in the County of Sussex, New Jersey, appropriating therefore the sum of \$160,000.00 and providing that such sum so appropriated shall be raised from General Capital Reserves and the Capital Improvement Fund of the Township

Ordinance #24-09: Bond Ordinance Providing for the Improvement of the Highland Lakes Fire Department Building In and By the Township of Vernon, In the County of Sussex, New Jersey, Appropriating \$105,750 Therefor and Authorizing the Issuance of \$100,000 Bonds or Notes of the Township for Financing Such Appropriation.

Ordinance #24-10: Bond Ordinance Appropriating \$3,483,624, and Authorizing the Issuance of \$2,220,000 for Various Improvements or Purposes Authorized to be Undertaken by the Township of Vernon, In the County of Sussex, New Jersey.

Ordinance #24-11: Ordinance of the Township of Vernon, County of Sussex, State of New Jersey Addressing Limousine Licensing

Ordinance #24-12: Ordinance of the Township of Vernon, County of Sussex, State of New Jersey, Amending Chapter 374, Titled “Nuisances, Public Health” to Address Exterior Lighting Standards

11. CONSENT AGENDA

Resolution #24-179: Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for the McPeck Road Improvements Project

Resolution #24-180: Resolution of the Township of Vernon, County of Sussex, State of New Jersey, Authorizing the Execution of a Memorandum of Understanding Between the Vernon Township Police Department and Atlantic Health System, Newton Medical Center, to Establish Joint Participation in the Arrive Together Program to Enhance and Support Response to Certain Behavioral Health Crisis Calls

Resolution #24-181: Chapter 159 Resolution Requesting Approval of Revenue and Appropriation Amending the 2024 Budget as a Revenue and Appropriation of \$47,635.64

Resolution #24-182: Resolution of the Township of Vernon, County of Sussex, State of New Jersey, Authorizing the Use of Omnia Partners, Formerly Known as US Communities’ National Cooperative

Resolution #24-183: Resolution Authorizing Purchase of Schwarze A8SE Sweeper and Accessories Through Sourcewell National Cooperative #093021-SWZ Through H.A. Dehart & Son Inc.

Resolution #24-184: Resolution Authorizing Purchase of Dump Body Accessories Through Sourcewell National Cooperative 080818-HPI Through Henderson Products Inc.

Resolution #24-185: Resolution Authorizing Purchase of Freightliner 108SD and Accessories Through Sourcewell National Cooperative 080818-HPI Through Henderson Products Inc.

Resolution #24-186: Resolution Authorizing Fireworks to be Displayed on July 4, 2024 Within the Township of Vernon

Resolution #24-187: Refund Overpayment (Block 527 Lot 338 – Garcia)

Resolution #24-188: Refund Overpayment (Block 106 Lot 43 – Humpreys)

Resolution #24-189: Resolution Authorizing Fireworks to be Displayed on July 6, 2024 with Raindate on July 20, 2024 Within the Township of Vernon

Resolution #24-190: Authorizing the Use of Morris County Cooperative Pricing Council for the Proposed Improvements to Various Streets-2024

Resolution #24-191: Resolution of the Township of Vernon, County of Sussex, State of New Jersey, Amending Resolution #23-237 Specifically Contracts for Proposed Improvements to Maple Grange Park

Resolution #24-192: Authoring the Use of Morris County Cooperative Pricing Council for Resurfacing Maple Grange Park Lower Parking Lot

Resolution #24-193: Authorizing the Use of Morris County Cooperative Pricing Council for Proposed Improvements to Various Streets-2024

Resolution #24-194: Resolution of the Authorizing Award of CC#1-2024 Payroll Processing Vendor Through the Competitive Contracting Process

Resolution #24-195: Refund for Totally Disabled Veteran (Block 82 Lot 14-Schwartz)

Resolution #24-196: (Block 82 Lot 14-Schwartz) Cancelling Taxes for Total Disabled Veteran

Resolution #24-197: Renewal of Liquor Licenses in the Township of Vernon for the 2024-2025 Licensing Term

12. 2023 ANNUAL AUDIT

Resolution #24-198: 2023 Annual Audit

Resolution #24-199: Corrective Action Plan 2023 Audit

13. INTRODUCTION OF ORDINANCE

Ordinance #24-13: Ordinance of the Township of Vernon, County of Sussex, State of New Jersey Addressing Taxis/Autocabs

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

15. COUNCIL COMMENTS

16. COUNCIL PRESIDENT COMMENTS

17. ADJOURNMENT

Chapter 428. Peddling and Soliciting

Article II. Solicitors and Canvassers

§ 428-12. Definitions.

As used in this article, the following terms shall have the following meanings:

SOLICITOR

A person, also known as a "canvasser," whether a resident of the Township or not, traveling either by foot, wagon, automobile, motor truck or bicycle, or any other type of conveyance, from place to place, from house to house, or from street to street, taking or attempting to take orders for sale of goods, wares, and merchandise, personal property of any nature whatsoever for future delivery, or the services to be furnished or performed in the future, whether or not the individual has, carries, or exposes for sale a sample of the subject of the sale, with or without accepting an advance payment for the goods. The term "solicitor" shall also include any person who may be taking a poll or a survey from house to house or on the streets or distributing advertisements or handbills.

§ 428-13. License required.

It shall be unlawful for any solicitor or canvasser as defined in this article to engage in the business within the Township without first obtaining a license.

§ 428-14. Exceptions.

This article shall not apply to any person who has obtained a charitable solicitor's permit in accordance with Article III, nor shall it apply to any person distributing literature or handbills on behalf of a candidate for public office.

§ 428-15. Application for license; fee.

[Amended 8-27-2007 by Ord. No. 07-38]

The application for a solicitor's license shall be the same as is required to be completed and filed for the peddler's license in § 428-10. Said application shall request the same information, be filed in the same way, and be accompanied by a fee of \$20. An application may include the names of multiple solicitors in the event same are employed by the applicant and their names and information as required by § 428-10 are individually included with the application.

§ 428-16. License fee.

[Amended 8-27-2007 by Ord. No. 07-38]

The license fee which shall be charged by the Township Clerk for each solicitor's and canvasser's license shall be \$100. One license fee of \$100. shall apply to all licenses issued under one application

in the event all solicitors included in the application are employed by the same applicant.

§ 428-17. Badge; identification.

The Township Clerk shall issue to each licensee at the time of delivery of his license a badge or a certificate on which shall contain the words "licensed solicitor," the period for which the license is issued, the number of the license, and the imprint of the seal of the Township of Vernon. The badge or certificate shall be conspicuously displayed by the solicitor at all times.

§ 428-18. Hours and days of operation.

[Amended 8-27-2007 by Ord. No. 07-38]

No soliciting or canvassing activities shall be conducted before 10:00 a.m. or later than 9:00 p.m., nor on Sundays or holidays.

§ 428-18A. No Solicitation List.

[Amended 8-27-2007 by Ord. No. 07-38]

- A. The Township of Vernon shall institute a list of residents who request that solicitors not solicit on their property. The "No Solicitation List" shall be maintained by the Township Clerk.
- B. Residents of Vernon may request in writing to the Township Clerk to be added to the No Solicitation List.
- C. Upon receipt of a written request, the Township Clerk shall add the name and address of the resident to the No Solicitation List.
- D. Prior to solicitation or canvassing by any person or organization receiving a license under § 428, the Township Clerk shall provide a copy of the No Solicitation List to the license applicant with the license and the licensee and their employees shall thereafter refrain from any solicitation on the properties or to the names set forth on the No Solicitation List.

Chapter 330. Land Development

Article XI. Zoning

§ 330-180. Signs.

[Added 12-22-1997 by Ord. No. 97-16; amended 12-13-1999 by Ord. No. 99-27; 1-28-2002 by Ord. No. 02-04; 11-12-2009 by Ord. No. 09-24; 11-14-11 by Ord. No. 11-24. Repealed and replaced 5-14-2012 by Ord. No. 12-05]

A. Definitions.

SIGN

Any device used to attract the attention of the public for advertising purposes or message conveyance. The word sign includes letters, figures, drawings, lines, trademarks, photographs, and other markings encompassed within the area of the sign.

AREA OF A SIGN

The area of a sign shall be computed by multiplying the greatest vertical dimension by the greatest horizontal dimension of the sign space. The framing or edging of the sign shall be considered part of the sign area. The total area, including both faces of a double-faced sign is included, but for calculating maximum area permitted, the area of only one face of a double-faced sign is counted toward the maximum area permitted.

A-FRAME (SANDWICH) SIGN

Temporary signs placed upon the property for the purpose of advertising items sold or services supplied.

AWNING SIGN-CANOPY SIGN

Roof-like covering extending over a walkway, sidewalk or exterior place supported by a frame attached to a building and/or ground with a surface made of fabric or more rigid material and either retractable or fixed in place, covered by any lettering, logo, or other characters, symbols or figures.

BANNER

Any temporary sign printed or displayed upon cloth or other flexible material.

BILLBOARD SIGN

A sign which directs attention to a business, commodity, service, entertainment, or attraction that is sold, offered or existing elsewhere than upon the same lot where such sign is displayed. The term shall include an outdoor advertising sign (vehicle, billboard, trailer, and utility pole).

CHANGEABLE COPY SIGN

A variable message sign composed of individual letters panel-mounted in or on a track system.

DIRECTIONAL SIGN

A sign of noncommercial nature which directs the reader to the location of public or educational institutions, historical structures, historical areas, public parks, or public buildings.

DIRECTORY SIGN

A sign which directs attention to a business conducted on the premises, or to a product sold or service supplied by such business.

FACADE

Principal faces of a building, and is generally one side of the exterior of a building, especially the front, but also sometimes the sides and rear. In architecture, the facade of a building is often the most important from a design standpoint, as it sets the tone for the rest of the building.

FLAG

A piece of cloth, varying in size, shape, color, and design, usually attached at one edge to a staff or cord, and used as the symbol of a nation, state, or organization, as a means of signaling, etc.

FREESTANDING SIGN

See Ground Sign.

GARAGE SALE

A temporary sign placed upon the property for the purpose of advertising to the public the outdoor sale of used personal or household items held on the seller's premises.

GATED COMMUNITY

A form of residential community containing strictly controlled entrances for pedestrians, bicycles, and automobiles, and sometimes characterized by a closed perimeter of walls and fences. Gated communities usually consist of small residential streets and include various amenities. For smaller communities this may be only a park or other common area.

GRAFFITI SIGN

The name for images, markings, initials, slogans, or lettering that is scratched, scrawled, painted, or marked in any manner on property.

GROUND SIGN

Any nonmovable sign not affixed to a building, but excluding "Pylon Sign." A sign which is supported by 2 or more upright or braces in or upon the ground.

HISTORICAL (MEMORIAL) SIGN

A sign, tablet, or plaque memorializing a person, event, structure, or site.

ILLUMINATED SIGN

Any sign having a source of light for illumination either externally or internally, or a combination of both.

INDUSTRIAL PARK

An area zoned and planned for the purpose of industrial development.

INFORMATIONAL SIGN

An on-site sign commonly associated with, but not limited to, information and directions necessary or convenient for visitors coming on the property, including signs, marking entrances and exits, parking areas, circulation direction, rest rooms, and pickup and delivery.

MAINTENANCE / SERVICE SIGNS (a/k/a lawn signs or yard signs - includes but is not limited to landscaping, lawn service, paving, driveway sealing and/or repair)

Small signs placed on lawns are most often rectangular.

MARQUEE

A permanent roof-like shelter extending from parts or all of a building face; most commonly a structure placed over the entrance to a hotel, theatre, or store. It has signage stating the name

of the establishment or, in the case of theatres, the play or movie and the artist(s) appearing at that venue. The marquee is often identifiable by a surrounding cache of light bulbs.

NAMEPLATE

A sign located on the premises giving the name or address, or both, of the owner or occupant of the building or premises.

NONCONFORMING SIGN

Any sign which exists, but does not meet the requirement of this section.

OFFICIAL SIGN

Any sign erected and maintained by a federal, state, county, or local government agency for public purposes.

OFF-PREMISES SIGN

A sign which directs attention to a business, commodity, service, entertainment, or attraction that is sold, offered or existing elsewhere than upon the same lot where such sign is displayed. The term off-site shall include an outdoor advertising sign (vehicle, billboard, trailer, and utility pole).

ON-PREMISES SIGN

A communication device whose message and design relates to a business, an event, goods, profession or service being conducted, sold or offered on the same property as where the sign is erected.

PEDESTAL SIGN

A sign that is mounted on a freestanding pole, post, or other support so that the bottom edge of the sign is 3 to 18 inches above grade.

PENNANT

A long, tapering flag or burgee of distinctive form and special significance, used in signaling or for identification.

POLITICAL SIGN

A temporary sign related to any political event, issue, or campaign.

PRIVATE COMMUNITY

A residential community that can be an association or a proprietary organization. Associations can include condominiums, residential associations, or cooperatives.

PROFESSIONAL SIGN

A sign listing only the name and profession of the practitioner.

PROJECTING SIGN

A sign which is affixed to any building and projecting beyond the building wall or parts thereof, structure, building line or property line, but which is not constructed or erected so as to extend above the roofline of the structure to which it is affixed.

PYLON (OR POLE) SIGN

A sign in the form of a tower or pier that is mounted on a freestanding pole, post, or other support.

REAL ESTATE SIGN

A temporary sign placed upon the property for the purpose of advertising to the public the sale or lease of said property.

REVOLVING SIGN

A sign which moves in any manner by mechanical means.

ROOF SIGN

A sign erected, constructed, and maintained on or above the roof of any building or structure. Decorative façade is not considered a roof if it is affixed to but separate from the main building structure and serves an aesthetic purpose only.

SANDWICH (A-FRAME) SIGN

Temporary signs placed upon the property for the purpose of advertising items sold or services supplied.

SCROLLING SIGN

The continuous movement of information either vertically or horizontally on a screen.

SECURITY SIGN

Information sign containing a representation of certain security-related information.

SIGN FACE

The area of a sign on which copy is intended to be placed.

SIGN PERMIT

A document obtained from the Zoning Official upon payment of required fees, if applicable, granting permission to erect the sign described therein.

SPECIAL EVENT

Is one that helps a business or group meet a specific marketing objective—to increase awareness, build goodwill, introduce a new product, or simply to entertain. Special event signs are used to inform and to promote the event, remind attendees about the purpose of the event, etc.

STANCHION

An upright bar or post, often providing support for some other object.

STREAMERS

An ensign, flag, or pennant, which floats in the wind; specifically, a long, narrow, ribbon like flag.

STRIP MALL (a/k/a Shopping Plaza or Mini-Mall)

An open area shopping center where the stores are arranged in a row, with a sidewalk in front. Strip malls are typically developed as a unit and have large parking lots in front. They face major traffic arterials and tend to be self-contained with few pedestrian connections to surrounding neighborhoods.

TEMPORARY SIGN

A sign or advertising display constructed of cloth, canvas, fabric, wood, plastic, paper, or other light material and designed or intended to be displayed for a short period of time.

WALL SIGN

A sign which is affixed to or painted on an exterior wall of any building, Such signs shall project not more than 12 inches from the building wall or parts thereof. No wall sign shall be constructed or erected above the roofline of the structure to which it is affixed.

WINDOW SIGN

A sign which is affixed to the inside of any window, or glass portion of any door.

- B. Maintenance of Signs. All signs, together with their supports, braces, guys and anchors, shall be kept in good repair. All signs shall be so maintained that their appearance is in keeping with the standards of Vernon Township and does not constitute a blighting factor for adjoining property owners.
- C. Construction.

- (1) No sign shall be erected, constructed, or maintained so as to obstruct any fire escape, or any window, door, or opening used as a means of egress or for firefighting purposes, or so as to prevent free passage from one part of a roof to any other part thereof.
- (2) No sign shall be erected or placed so as to obstruct sight distance or obstruct pedestrian access.

D. Prohibited signs. All signs not expressly permitted pursuant to this section shall be prohibited. Without limitation thereto, the following shall be prohibited:

- (1) String banners, string flags, aluminum ribbons or similar attention-getting devices, except as a temporary sign, e.g. "Grand Opening."
- (2) Illuminated signs which flash, spell, or display any portion intermittently.
- (3) Roof signs.
- (4) Signs which are menaces to public safety or which obstruct the views of any street, intersection, or crosswalk.
- (5) Signs placed on public sidewalks or rights-of-way.
- (6) Revolving, rotating, or moving signs.
- (7) Erecting a sign less or more distant from the lot line or edge of pavement than prescribed by this section.
- (8) Signs that extend above the roof line of the structure to which it is affixed.
- (9) Temporary signs which are illuminated.
- (10) Billboards.
- (11) Any flashing, moving, or animated, or sequentially lighted signs.
- (12) Any sign whose lighting or central mechanism causes radio or television interference.
- (13) Real estate directional signs.
- (14) Signs utilizing the colors red or green in their illuminations within 100 feet of a signalized intersection (also known as a traffic light, traffic signal, stop light, traffic lamps, stop-and-go lights.)
- (15) Signs which resemble, simulate, or may be mistaken for a traffic sign within 20 feet of a roadway.
- (16) Attaching a sign to, or painting or otherwise marking letters, logos, or other expressions on a utility pole, tree, rock, or natural feature of any kind.
- (17) Signs affixed or painted on water towers or similar structures.
- (18) Signs which obstruct motorists' vision (site triangle), traffic signs or signals, or business identification signs outside the lot on which the business is located.
- (19) All billboards, signboards, advertising signs, vehicular signage, or devices not expressly related to the business being conducted on the premises including advertising on trucks or motor vehicles, the apparent primary purpose of which is to provide a display to broadly attract the attention of the public rather than to directly serve and identify the business of the owner thereof in the manner which is customary for such vehicles.
- (20) Off-premises sign or other off-site commercial sign, except that one off-site sign may be erected on the previous site of a business which has relocated for not more than 30 days.
- (21) Exhibiting statements, words, pictures, or images of an obscene or pornographic nature.

(22) Emitting a sound, odor, or visible matter such as smoke or vapor.

E. Distinguishable objects; exempt signs. The definition of "sign" in § 330-180A Definitions notwithstanding, the following objects or structures shall not be considered "signs" or, alternatively, shall nevertheless not be subject to this section:

(1) Customary holiday decorations displayed for a normal duration; provided, however, that white or clear lights evoking candle flames or miniature candle flames shall be permitted from mid-November through the end of March in the C-1, C-2, C-3, CR, and TC Districts.

(2) Residential nameplates.

(3) Traffic control signs, the face of which meets the standards of the Department of Transportation, and which contains no commercial message.

(4) Signs for official, governmental, or quasi-governmental business, including signs or banners advertising public or quasi-public events that are posted or displayed with the permission of the Zoning Official or the governing body.

(5) Flags of the United States, State of New Jersey, Township of Vernon, foreign nations having diplomatic relations with the United States, other flags adopted or sanctioned by any elective legislative body of competent jurisdiction, and flags flown in conjunction with the flag of the United States, provided that no such flag shall exceed 60 square feet in area, nor shall any such flag be flown from a pole in excess of 35 feet in height. The flag's area shall be in reasonable proportion to the height of the pole from which it is displayed. Not more than 3 flags may be flown from any one pole. Statutory requirements associated with flags and the generally accepted standards of flag display protocol shall be observed.

(6) Flags honoring and remembering military and service men and women of the United States.

(7) Public safety signs.

(8) Signs displayed by places of worship.

(9) Any public notice or warning or safety sign required by a valid and applicable federal, state, or local law, regulation, or ordinance.

(10) Any sign indicating the name of a building and/or date of construction and/or other incidental information about its construction, which sign is made an integral part of a stone or masonry surface, or made of bronze or similar permanent material, including historic tablets, cornerstones, memorial plaques, monuments and emblems which do not exceed 4 square feet in area from a single viewpoint.

(11) Signs forbidding trespassing, hunting, fishing or trapping as authorized by state laws and regulations concerning fish, game and wildlife, but not exceeding one square foot in size; and, further provided that no such sign shall be located less than 50 feet from another.

(12) Pump-mounted fuel price information signs subject to the following:

(a) Only one fuel price information sign shall be permitted per fuel pump; each such sign shall be limited in size to an area of 260 square inches; each such sign shall be affixed directly and firmly to a fuel pump, and shall be stationary.

(13) Regulation mailboxes of the United States Postal Service.

F. Public signs. Nothing in this section shall be deemed to restrict or prohibit the erection, construction or maintenance within the Township of Vernon of signs or markers for use in policing, directing or controlling of traffic or parking when legally authorized by the State of New Jersey and/or the County of Sussex, and/or the Township of Vernon; or signs for official, governmental or quasi-governmental business, including signs or banners advertising public or quasi-public events that are posted or displayed with the permission of the Zoning Official or the governing body.

- G. Termination of use. At the termination of any use of any premises, building structure or lot, the permission to display signs associated with such use shall terminate. All nonconforming signs, and the brackets and posts which support the signs, shall be removed from the premises within 10 days from the date of termination of such use, unless approval for any extension of time is requested from and granted by the Zoning Official.
- H. Permitted sign specifications (if a specific type of sign is not listed, see Zoning Official).
- (1) Banner signs. Any temporary sign printed or displayed upon cloth or other flexible material. Promotional banners include those used to announce open houses and grand openings, make special announcements, or communicate events.
 - (a) Permitted zones: Nonresidential.
 - (b) Number of signs permitted: One sign per lot.
 - (c) Size: Shall not exceed 36 square feet in area, or 12'L x 3'H in size.
 - (d) Time limitation: May be placed 30 days before the event, and removed no later than 2 business days after the event.
 - (e) Maximum height: 8 feet, measured from ground to top of sign.
 - (f) Sign placement: Minimum 12 feet measured from road edge.
 - (g) No outdoor banner, flag, paper, canvas, or cloth signs used to advertise an event shall be erected until the proper no-fee permit is obtained.
 - (h) No-fee permit must be filed with Zoning Office before "banner" can be erected or displayed.
 - (2) Charitable organization drives. Temporary signs for campaign or money-raising drives for religious or charitable organizations.
 - (a) Permitted zones: Off-premises, Nonresidential.
 - (b) Number of signs permitted: One sign per lot.
 - (c) Time limitation: May be placed 30 days prior to the publicized event, and removed no later than 2 business days after the event.
 - (d) Size: Shall not exceed 36 square feet in area, or 12'L x 3'H in size.
 - (e) Maximum height: 8 feet, measured from ground to top of sign.
 - (f) Sign placement: Minimum 12 feet measured from road edge.
 - (g) No-fee permit must be filed with Zoning Office before "sign" can be erected or displayed.
 - (3) Construction signs. Temporary signs pertaining to the construction, repair, remodeling of any building shall be located at the principal entrance to the building.
 - (a) Permitted zones: All.
 - (b) Number of signs permitted: One sign per construction site/lot.
 - (c) Time limitation: May be placed at start of construction, and removed within 2 days of conclusion.
 - (d) Size: Shall not exceed 16 square feet in area, or 4'L x 4'H.
 - (e) Maximum height: 8 feet, measured from ground to top of sign.
 - (f) Sign placement: Minimum 5 feet measured from road edge.

- (g) No-fee permit must be filed with Zoning Office before "sign" can be erected or displayed.
- (4) Garage sale signs. A temporary sign designating or advertising to the public the sale of used or unwanted possessions, as household articles, often held in the garage of a house.
 - (a) Permitted zones: All.
 - (b) Number of signs permitted: One.
 - (c) Time limitation: May be placed 3 days prior to event, and must be removed within 2 days of conclusion.
 - (d) Size: Not to exceed 4 square feet or 2'W x 2'H.
 - (e) Maximum height: 4 feet, measured from ground to top of sign.
 - (f) Sign placement: Minimum 5 feet measured from road edge.
 - (g) No-fee permit must be filed with Zoning Office before signs can be erected or displayed.
- (5) Grand opening signs. Colored pennants are permitted on streamers/string (see Zoning Official for details).
 - (a) Permitted zones: Nonresidential.
 - (b) Number of signs permitted: One sign per lot.
 - (c) Size: Shall not exceed 36 square feet in area, or 12'L x 3'H in size.
 - (d) Time limitation: May be placed 30 days prior to event, and removed within 2 days of conclusion.
 - (e) Maximum height: 8 feet, measured from ground to top of sign.
 - (f) Sign placement: Minimum 12 feet measured from road edge.
 - (g) No-fee permit must be filed with Zoning Office before "sign" can be erected or displayed.
- (6) Ground signs. Any nonmovable sign not affixed to a building, but excluding "pylon sign," which is supported by one or more upright posts or braces in or upon the ground. Ground signs may include 2 components, branding and changeable marketing.
 - (a) Permitted zones: Nonresidential.
 - (b) Number of signs permitted: One per business occupancy.
 - (c) Time limitation: n/a permanent.
 - (d) Size: Shall not exceed 30 square feet.
 - (e) Maximum height: 10 feet measured from the ground level.
 - (f) Sign placement: Minimum 5 feet measured from road edge.
 - (g) Fee permit must be filed with Zoning Office before sign can be erected or displayed.
- (7) Maintenance/service signs. (a/k/a lawn signs or yard signs - includes but is not limited to landscaping, lawn service, paving, driveway sealing and/or repair):
Small signs placed on a lawn.
 - (a) Permitted zones: All.
 - (b) Number of signs permitted: One per site.
 - (c) Time limitation: During work, and for 2 days after cessation of work.

- (d) Size: Shall not exceed 4 square feet, 2'L x 2'H in size.
 - (e) Maximum height: 4 feet, measured from ground to top of sign.
 - (f) Sign placement: Minimum 5 feet measured from road edge.
 - (g) No-fee permit must be filed with Zoning Office before sign can be erected or displayed.
- (8) New occupancy signs.
- (a) Permitted zones: All.
 - (b) Number of signs permitted: One sign per lot.
 - (c) Time limitation: They shall be removed within 15 days of occupancy.
 - (d) Size: Shall not exceed 36 square feet in area, or 12'L x 3'H in size.
 - (e) Maximum height: 8 feet, measured from ground to top of sign.
 - (f) Sign placement: Minimum 12 feet measured from road edge.
 - (g) No-fee permit must be filed with Zoning Office before sign can be erected or displayed.
- (9) Pedestal or sandwich signs. Signs which direct attention to products sold, or services supplied.
- (a) Permitted zones: Nonresidential.
 - (b) Number of signs permitted: Up to 2 signs permitted per property; properties with multi-business (plaza/centers) are limited to 2 pedestal signs.
 - (c) Time limitation: Displayed during normal business hours, must be removed nightly, and may not interfere with pedestrian or vehicular traffic or sight distance.
 - (d) Size: Shall not exceed 8 square feet, or 2'W x 4'H in size.
 - (e) Maximum height: 4 feet, measured from ground to top of sign.
 - (f) Sign placement: Minimum 5 feet measured from road edge.
 - (g) No-fee permit must be filed with Zoning Office before sign can be erected or displayed.
- (10) Political event signs. Political signs announcing political events, issues or campaigns may be erected providing that they do not constitute safety hazard by blocking sight distance, pedestrian or vehicular traffic and the like.
- (a) Permitted zones: All.
 - (b) Time limitation: May be placed thirty (30) days prior to event or campaign, and removed within 7 days after completion of the event or campaign.
- (11) Professional occupation. A sign listing only the name and profession of the practitioner.
- (a) Permitted zones: All.
 - (b) Number of signs permitted: One.
 - (c) Time limitation: n/a permanent.
 - (d) Size: Shall not exceed 4 square feet, 2'L x 2'H in size.
 - (e) Maximum height: 8 feet.
 - (f) Sign placement: Minimum 10 feet measured from road edge.

- (g) Permit must be filed with Zoning Office before sign can be erected or displayed. Note: building department permit(s) may be required. Cannot be internally lit—down lighting only.
- (12) Projecting sign. A sign which is affixed to any building and projecting beyond the building wall or parts thereof, structure, building line or property line more than 12 inches, but which is not constructed or erected so as to extend above the roof line of the structure to which it is affixed.
- (a) Permitted zones: Nonresidential.
 - (b) Number of signs permitted: One.
 - (c) Time limitation: n/a permanent.
 - (d) Size: The area of the sign shall not exceed 16 square feet, or 4'L x 4'H.
 - (e) Projection: Shall not project beyond the building line more than 4 feet, and in no case shall a projecting sign project beyond any property line into public rights-of-way.
 - (f) Supports and attachments: Shall be in compliance with the N.J.U.C.C.
 - (g) Maximum height: The bottom of the sign shall be at least 8 feet clear above the walk or ground.
 - (h) Fee permit must be filed with Zoning Office before sign can be erected or displayed. Note: building department permit(s) may be required.
- (13) Real estate signs. A temporary sign placed upon the property for the purpose of designating or advertising to the public the sale or lease of said property. No-fee permit required.

Real estate signs may be one of the following 2 types:

- (a) Real estate "for sale/for lease/sold" signs.
 - [1] Permitted zones: All.
 - [2] Number of signs permitted: One sign per lot to advertise the sale or rental of premises upon which the sign is located by the owner or real estate agent or broker.
 - [3] Time limitation: The sign shall be removed within 7 days after consummation of a sale or lease transaction.
 - [4] Size: The sign is not to exceed 8 square feet in residential districts or 16 square feet in all other districts (this includes farm assessed land).
 - [5] Maximum height: n/a.
 - [6] Sign placement: Minimum 5 feet measured from road edge.
- (b) Real estate "Open House" signs.
 - [1] Permitted zones: All.
 - [2] Number of signs permitted: One sign, in addition to the "for sale" sign, may be placed on the subject property.
 - [3] Time limitation: The sign may be placed up to 7 days prior to the open house and shall be removed within 2 days after the open house.
 - [4] Size: The sign shall not exceed 6 square feet in size.
 - [5] Maximum height: 4 feet (measured from ground to top of sign).
 - [6] Sign placement: Minimum 5 feet measured from road edge.

- (c) Real estate "directional" signs are prohibited.
 - (d) No-fee filing requirements. Real estate office/broker must register annually; filing window: November 1st through December 31st, for each year.
- (14) Special event signs. (e.g. Special Olympics, Earthfest, Municipal events, etc.)
- (a) Permitted zones: Nonresidential.
 - (b) Number of signs permitted: One sign per lot.
 - (c) Time limitation: May be placed 30 days before the event, and removed no later than 2 business days after the event.
 - (d) Size: Shall not exceed 36 square feet in area, or 12'L x 3'H in size.
 - (e) Maximum height: 8 feet measured from ground to top of sign.
 - (f) Sign placement: See Zoning Official.
 - (g) No outdoor banner, flag, paper, canvas, or cloth signs used to advertise a special event shall be erected until the proper no-fee permit is obtained.
- (15) Wall. A sign which is affixed to or painted on an exterior wall of any building.
- (a) Permitted zones: Nonresidential.
 - (b) Number of signs permitted: No more than one wall sign per face of a building which fronts on a street shall be permitted to any one business occupancy.
 - (c) Time limitation: n/a permanent.
 - (d) Size: Total area of all wall signs on any one building shall not exceed in area 30 percent of the total area of the first story or ground level face of the building on which they are erected, up to 40 square feet, and shall be designed to be architecturally compatible with the building.
 - (e) Projection: No wall sign shall project higher than the highest point of the façade of the building upon which it is to be erected, and it shall not project more than 8 inches from the façade of the building.
 - (f) Supports and attachments: Shall be in compliance with the N.J.U.C.C.
 - (g) Corner properties: Corner properties, fronting on 2 or more streets, shall be permitted no more than one wall sign fastened on each wall fronting upon a street.
 - (h) Maximum height: n/a.
 - (i) Sign placement: Wall signs shall be placed in the front of the building only, except on corner properties.
 - (j) Fee permit must be filed with Zoning Office before sign can be erected or displayed. Note: building department permit(s) may be required.
- (16) Window signs. Temporary window signs designed to promote the sale of any article or business activity.
- (a) Permitted zones: Nonresidential.
 - (b) Number of signs permitted: One per window.
 - (c) Time limitation: Shall not remain in a window longer than 30 continuous days, and shall be removed within 2 days after the event or activity has taken place.
 - (d) Size: Shall not exceed in total sign area 50 percent of any total window area.

- (e) Maximum height: n/a.
- (f) Sign placement: n/a.
- (g) No-fee permit must be filed with Zoning Office before sign can be erected or displayed.

I. Illumination and electrical equipment.

- (1) All lit signs shall be turned off each day by midnight, unless the business is still open.
- (2) The only illumination permitted shall be down-lit (a light projecting from the top of the sign downward onto the sign) and/or internally lit (lit from within the sign itself).
- (3) All permitted illuminated signs shall be in accordance with the N.J.U.C.C.

J. Nonconforming signs. Any sign lawfully in existence prior to the effective date of this section (adopted May 14, 2012 by Ord. No. 12-05) may be continued, provided that the same shall be regularly maintained and kept in good repair. However, no change in lettering, content, size, construction, location, or lighting of such sign shall be permitted except by approval of the Zoning Official.

No nonconforming sign may be enlarged or altered in such a way as to increase its nonconformity unless approved by the Land Use Board. All nonconforming aspects shall be removed or altered to conform to the provisions of this section when any such sign is changed or modified in shape, size, illumination, or structure.

K. Permits, fees, and enforcement.

(1) Permit.

- (a) Temporary signs. Permit required (No fee).
- (b) All other signs. No other sign shall be erected, constructed, altered, or structured condition repaired until a permit has been issued by the Zoning Official and fee paid.

(2) Regulations.

- (a) Fees. Fees shall be collected by the Zoning Official in accordance with the Vernon Township Fee Ordinance. Fee shall be required for all new signs and all signs replacing existing signs.
- (b) Exemptions. The requirements for a permit fee shall not apply to:
 - [1] Temporary window signs.
 - [2] Temporary signs of a political nature.
 - [3] Temporary signs advertising charitable fund raising events.
 - [4] Temporary real estate signs.
 - [5] Temporary special event signs.
 - [6] General maintenance and upkeep on an existing permitted sign.
 - [7] Amendment/alteration of advertising copy on an existing permitted sign.
 - [8] Security signs.
 - [9] Maintenance/service signs.

(3) Enforcement.

- (a) Inspection. The Zoning Official shall inspect each sign for which a permit is required upon completion of its installation.

- (b) Unsafe signs. In the event that any sign is found to be in a dangerous structural condition, the Zoning Official shall notify the owner of such sign and/or the owner of the property on which it is erected in writing, and advise the owner to make the same safe and secure. In the event the owner does not comply with the requirements as specified within 2 business days from receipt of such notice, the sign may be removed by the Township of Vernon, in which case the owner of the sign and the owner of the building shall be jointly and severably liable to the Township for the costs of removal.
- (c) Defective signs. In the event any sign is found to be in violation of size, number or location provisions of this section, the Zoning Official shall notify the owner of such sign and the owner of the property on which the sign is erected of such violation in writing, and the owner shall within 5 business days, correct such violation.
- (d) Penalties. Violation of and/or nonconformance with this section shall be subject to the penalties as set forth in the Vernon Township Administrative Code.

L. Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason by any Court of competent jurisdiction, such provision(s) shall be deemed severable, and the remaining portions of this Ordinance shall remain in full force and effect.

M. All ordinances or parts of ordinances or resolutions that are inconsistent with the provisions of this Ordinance are repealed to the extent of such inconsistency.



Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	4-01	4,522.29	0.00	0.00	4,522.29
BARRY LAKES DAM	T-23	1,521.11	0.00	0.00	1,521.11
Total of All Funds:		<hr/> 6,043.40	<hr/> 0.00	<hr/> 0.00	<hr/> 6,043.40

Range of Checking Accts: First to Last Range of Check Dates: 06/05/24 to 06/19/24
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
10-001		GENERAL/CENTRAL CHECKING		
61952	06/13/24	ROBER075 CHRISTA GERRY		526
	24-00754	2023 REFUND	1,875.10	
	24-00755	2024 TAX REFUND	2,647.19	
			<u>4,522.29</u>	
61953	06/18/24	ACCT0015 VERNON TWP DEVELOPER'S BONDS A		527
	24-00830	9 home paid in full lcpoa	1,521.11	
Checking Account Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	2	0	6,043.40
	Direct Deposit:	0	0	0.00
	Total:	<u>2</u>	<u>0</u>	<u>6,043.40</u>
Report Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	2	0	6,043.40
	Direct Deposit:	0	0	0.00
	Total:	<u>2</u>	<u>0</u>	<u>6,043.40</u>

Action Data Services
0577 Township of Vernon

Payroll Summary

Page: 1

Run: 05772411 Pay Date: Friday 6/14/24 Pay Period: 11 Type: Regular Schedule: 1

Taxable Wages	Current	Qtr To Date	Year To Date	
Federal Income	347,480.87	1,754,664.70	3,869,135.50	
FICA - Social Security	382,455.70			
FICA - Medicare	382,455.70	1,931,104.75	4,261,436.00	
State Income	407,668.15	2,057,431.77	4,540,458.49	
State Unemployment	194,733.87	1,277,584.09	3,717,463.18	
State FLI / DIS	401,925.84	2,033,343.87	4,493,670.03	
Amount Your Account Will Be Debited:			152,282.14	
	Employer Share	Employee Share	Total	ADS
Federal Taxes				
Federal Income Tax		39,955.08	39,955.08	*
Social Security 6.200% / 6.200%	23,712.29	23,712.29	47,424.58	*
Medicare 1.450% / 1.450%	5,545.57	5,545.57	11,091.14	*
Total Federal Taxes	29,257.86	69,212.94	98,470.80	
NJ State Taxes				
NJ State Income Tax		16,746.46	16,746.46	*
NJ Unemployment / 0.425%		827.74	827.74	*
NJ Family Leave / 0.090%		361.71	361.71	*
Total NJ State Taxes		17,935.91	17,935.91	
Public Employees Retirement System				
PERS Pension		12,919.88	12,919.88	*
PERS Pension Loan		3,136.13	3,136.13	*
PERS Contributory Insurance		861.39	861.39	*
Total PERS Pension		16,917.40	16,917.40	
Police And Firemans Retirement System				
P&F Pension		16,368.49	16,368.49	*
P&F Pension Loan		2,475.72	2,475.72	*
P&F Supplemental Annuity		113.82	113.82	*
Total P&F Pension		18,958.03	18,958.03	
DCRP Contribution				
DCRP Contribution	186.40	253.13	439.53	
Total DCRP Contribution	186.40	253.13	439.53	
Agency / Deductions				
Child Support		353.17	353.17	
Aflac Post Tax		201.22	201.22	
Trans Wo		510.00	510.00	
POL/FIRE		49.17	49.17	
Dues AFSCME D		535.26	535.26	
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		23,432.97	23,432.97	
FSA Medical		1,009.17	1,009.17	
Total Agency / Deductions		33,465.20	33,465.20	

Action Data Services
0577 Township of Vernon

Payroll Summary

Run: 05772411 Pay Date: Friday 6/14/24 Pay Period: 11 Type: Regular Schedule: 1

	Employer Share	Employee Share	Total	ADS
Net Pay				
Net Checks		8,591.92	8,591.92	
Net Deposits Checking		234,801.42	234,801.42	
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	
Total Net Pay		252,584.07	252,584.07	
Grand Totals				
Taxes, Pension, Agency, & Net Pay	29,444.26	409,326.68	438,770.94	
Payroll Funding				
Gross Payroll		409,326.68		
Total Payroll Funding	29,444.26	409,326.68	438,770.94	
Gross Earnings				
Regular		366,688.18	366,688.18	
Overtime		9,876.43	9,876.43	
Sgnt Pay		1,447.13	1,447.13	
Sgnt Overtime		80.11	80.11	
Benefit		1,410.15	1,410.15	
Clothing		1,000.00	1,000.00	
On Call		350.00	350.00	
Double Time		171.39	171.39	
Dispatch Lunch		522.92	522.92	
Outside		20,208.00	20,208.00	
Vernon Disability		2,002.34	2,002.34	
Health Care Stipend		1,772.86	1,772.86	
Stipend		104.17	104.17	
Cell Phone		300.00	300.00	
Workers Compensation		3,393.00	3,393.00	
Total Gross Earnings		409,326.68	409,326.68	
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	29,257.86	87,148.85	116,406.71	
Total Pension		35,875.43	35,875.43	
Total DCRP	186.40	253.13	439.53	
Total Agency		33,465.20	33,465.20	
Total Deductions	29,444.26	156,742.61	186,186.87	

TOWNSHIP OF VERNON

ORDINANCE #24-07

AN ORDINANCE AMENDING CHAPTER 5, ARTICLE XVI OF THE MUNICIPAL CODE OF THE TOWNSHIP OF VERNON

WHEREAS, ordinance #21-04 abolished the Historic Preservation Commission, and

WHEREAS, the Township Council of the Township of Vernon ("Township") has determined that it is in the best interests of the Township to reinstate the Historic Preservation Commission.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Vernon that the code of the Township of Vernon is hereby amended as follows:

SECTION 1

§ 5-13 Boards, bodies, commissions and committees.

A. The following boards and bodies of the Township are hereby continued:

- (1) Land Use Board as set forth in Section 330-6.
- (2) Environmental Commission;
- (3) Open Space Board
[reserved];
- (4) Historic Preservation Commission (~~Reserved~~);
- (5) Recreation Committee;
- (6) Municipal Alliance Committee; and
- (7) Senior Citizen Committee.

SECTION 2

§ 5-94. Historic Preservation Commission.

- A. There is hereby created in and for the Township of Vernon a commission to be known as the "Historic Preservation Commission." ~~The Township of Vernon Historic Preservation Commission is hereby abolished.~~

Strikeouts are deletions. Underlines are added material.

- B. The Historic Preservation Commission shall consist of seven members and two alternates who shall serve without compensation except that the Commission members shall be reimbursed for expenses incurred in the performance of official business approved in advance by the Township Council.
- C. Membership.
- (1) The Commission positions shall be filled by persons who are interested in and qualified to contribute to the preservation of historic buildings, structures, sites and objects. The Commission shall comprise the following categories:
- (a) Class A: persons who are knowledgeable in building design and construction or in architectural history.
- (b) Class B: persons who are knowledgeable or have demonstrated an interest in local history.
- (c) Class C: persons who are residents of the Township and who hold no other municipal office, position or employment, except for membership on the Planning Board or Zoning Board of Adjustment.
- (2) There shall be at least one member each from Class A and Class B; three members may reside outside the Township. Both alternates shall meet the qualifications of Class C members.
- D. Commission members shall be appointed by the Mayor and shall serve for four-year terms except that, of the first members appointed, two members shall serve for one year, two members shall serve for two years and the three other members shall serve for three years. The alternate members shall initially and thereafter serve two-year terms. All members may, at the expiration of their terms, be eligible for appointment to four-year terms. If a Commission member is also a member of the Land Use Board, the term of membership of such Commission member shall be the term of membership on the Planning Board or Zoning Board of Adjustment, as the case may be. Vacancies shall be filled in the same manner in which the previous incumbent was appointed, and such vacancy appointment shall be only for the balance of the unexpired term.
- E. The Commission shall adopt internal rules and procedures for the transaction of its business subject to the following:
- (1) The Commission shall elect from its members a Chairman and Vice Chairman.
- (2) A quorum for the transaction of all business shall be four members.

- (3) All Commission minutes and records shall be public records and all Commission meetings shall comply with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.
 - (4) The Commission shall employ, designate or elect a Secretary who need not be a member of the Commission. The Secretary shall keep minutes and records of all meetings and proceedings, including voting records, attendance, resolutions, findings, determinations and decisions. All such materials shall be made of public record.
 - (5) Commission meetings shall be scheduled at least once every month, or as often as required to fulfill its obligations to advise the Planning Board, Zoning Board of Adjustment or governing body.
 - (6) No Commission member shall be permitted to act on any matter in which he or she has directly or indirectly any personal or financial interest.
- F. A member of the governing body shall be designated each year as a liaison with the Historic Preservation Commission.

§5-95. Duties.

The Historic Preservation Commission shall have the responsibility to:

- A. Prepare a survey of historic sites of the municipality pursuant to criteria identified in the survey report;
- B. Make recommendations to the Land Use Board on the historic preservation plan element of the Master Plan and on the implications for preservation of historic sites of any other Master Plan elements;
- C. Advise the Land Use Board on the inclusion of historic sites in the recommended capital improvement program;
- D. Advise the Land Use Board on applications for development pursuant to N.J.S.A. 40:550-110;
- E. Provide written reports pursuant to N.J.S.A. 40:550-111 and § 330-149 of this article on the application of the Zoning Ordinance provisions concerning historic preservation; and
- F. Carry out such other advisory, educational and informational functions as will promote historic preservation in the Township, including but not limited to the following:
 - (1) To review historical survey material and, if necessary, to update such material at least once every year to incorporate any newly required historical documentation and to reflect changes to the resource's integrity or condition.
 - (2) To recommend sites to be designated as historic landmarks in accordance with the procedures established in this article.

- (3) To conduct research on and, if necessary, to nominate any additional significant resources to the State and National Register of Historic Places. If the Township becomes certified under the state's Certified Local Government (CLG) Program, the Commission shall, in accordance with the state's CLG guidelines, nominate, review and comment on all state and national registered nominations for historic resources with the Township of Vernon.
- (4) To assist other public bodies in aiding the public in understanding historic resource significance and methods of preservation.
- (5) To advise the governing body on the relative merits of proposals involving public lands to restore, preserve and protect historical buildings, places and structures; to prepare long-range plans; for the purpose of securing state, federal and other grants in aid to assist in carrying out the other purposes of this article.
- (6) To secure the voluntary assistance of the public and (within the limits of the budget established by the governing body for the Historic Commission's operation) to retain consultants and experts and incur expenses to assist the Historic Preservation Commission in its work.
- (7) To cooperate with local, county, state or national historical authorities, governmental bodies or organizations to maximize their contributions to the intent and purposes of this article.
- (8) To advise and assist property owners and other persons and groups, including neighborhood organizations, who are interested in historic preservation.
- (9) Within the limits of its budget, to undertake educational programs, including the preparation of a publication aimed at stimulating interest in and sensitivity to historic preservation; and the placing of historic markers on structures.
- (10) To report at least annually to the Planning Board on the state of historic preservation in the Township and recommend measures to improve same.
- (11) To adopt and promulgate such regulations and procedures not inconsistent with this article as are necessary and proper for the effective and efficient performance of the duties herein assigned.
- (12) To perform any other lawful activities which shall be deemed necessary to further the purposes of this article.

SECTION 3

Sections 5-95, 330-141, 330-142, 330-148, 330-149, 330-150, 330-151, and 330-152 of the municipal code are hereby reinstated.

Strikeouts are deletions. Underlines are added material.

SECTION 4

§ 330-153. Establishment of historic districts; limitations on powers of Commission.

- A. The establishment of a historic district in the Township of Vernon shall be initiated and implemented in the same way as for historic landmarks.
- B. No duties or powers of the Commission shall supersede or infringe on the powers of other Township boards and committees.

SECTION 5

~~The Historic Preservation Commission shall forthwith deliver all of its books, collections, and records to the Township Clerk within 10 business days of the passage of this ordinance.~~

SECTION 6

A final copy of this ordinance shall be provided to the Land Use Board.

SECTION 7

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

SECTION 8

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

SECTION 9

This Ordinance shall take effect immediately as provided by law.

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on June 10, 2024, and the same came up for final passage and was adopted at the Meeting of the Township Council held on June 24, 2024 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

Marcy Gianattasio, Clerk
Township of Vernon

Anthony Rossi, Mayor

Township of Vernon

INTRODUCED: June 10, 2024

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

ADOPTED:

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

TOWNSHIP OF VERNON

ORDINANCE #24-08

CAPITAL ORDINANCE

Capital Ordinance providing for various improvements by the Township of Vernon, in the County of Sussex, New Jersey, appropriating therefore the sum of \$160,000.00 and providing that such sum so appropriated shall be raised from General Capital Reserves and the Capital Improvement Fund of the Township

BE IT ORDAINED by the Governing Body of the Township of Vernon, in the County of Sussex, New Jersey, that the following capital projects be hereby authorized but not limited to include acquisition and installation of equipment and improvements for the Fire Department and the Department of Administration; for a total Improvement Authorization of \$160,000.00.

BE IT FURTHER ORDAINED that the financing for the above projects be as follows:

General Capital Reserves- Fire Department	\$120,000.00
General Capital Improvement Fund	\$ 40,000.00

BE IT FURTHER ORDAINED that the capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget and capital improvement program as approved by the Director, Division of Local Government Services, are on file with the Township Clerk and are available for public inspection.

BE IT FURTHER ORDAINED that the period of usefulness of the capital projects are in excess of the five (5) year statutory requirement, and that no debt shall be incurred by the Borough for this authorization. This ordinance shall take effect immediately upon final passage and publication as required by law.

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on May 30, 2024, and the same came up for final passage and was adopted at the Meeting of the Township Council held on June 24, 2024 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

Marcy Gianattasio, Clerk
Township of Vernon

Anthony Rossi, Mayor

Township of Vernon

INTRODUCED: May 30, 2024

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

ADOPTED:

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

TOWNSHIP OF VERNON

ORDINANCE #24-09

BOND ORDINANCE PROVIDING FOR THE IMPROVEMENT OF THE HIGHLAND LAKES FIRE DEPARTMENT BUILDING IN AND BY THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY, APPROPRIATING \$105,750 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$100,000 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING SUCH APPROPRIATION.

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

Section 1. The improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by The Township of Vernon, in the County of Sussex, New Jersey. For the said improvement or purpose stated in said Section 3, there is hereby appropriated the sum of \$105,750, said sum being inclusive of all appropriations heretofore made therefor and including the sum of \$5,750 as the down payment for said improvement or purpose required by law and now available therefor by virtue of provision in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

Section 2. For the financing of said improvement or purpose, including for the purpose of applicable United States Treasury regulations the reimbursement of expenditures heretofore or hereafter made therefor and to meet the part of said \$105,750 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$100,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said

improvement or purpose, negotiable notes of the Township in a principal amount not exceeding \$105,750 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. (a) The improvement hereby authorized and purpose for the financing of which said obligations are to be issued is the improvement of the Highland Lakes Fire Department building in and by the Township, including by the installation of new insulation, flooring, and lighting, the upgrade of the heating, ventilation and air conditioning system, and the improvement of the ceiling, together with all structures, equipment, work and materials necessary therefor or incidental thereto (the "Project"), all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Township Clerk and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said purpose is \$100,000.

(c) The estimated cost of said purpose is \$105,750, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the amount of the said \$5,750 down payment for said purpose.

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

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

(b) The period of usefulness of said purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is fifteen (15) years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Township Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$100,000, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$10,000 for interest on said obligations, costs of issuing said obligations and other items of expense listed in and permitted under section 40A:2-20 of said Local Bond Law may be included as part of the cost of said improvement and is included in the foregoing estimate thereof.

Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer, acting chief financial officer or treasurer of the Township (the "Chief Financial Officer") provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A.

§40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale at not less than par and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Township at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 6. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable property within the Township for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 7. The capital budget or temporary capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Township Clerk and are available for public inspection.

Section 8. Pursuant to an agreement between the Township and the Highlands Lake Fire Department (the "Fire Department"), the Fire Department has agreed to make annual payments to the Township over the course of a ten (10) year period in amounts sufficient to pay

principal and interest with respect to financial obligations issued for the Project. To the extent that sufficient amounts are not received by the Township by June 30 in each year through and including 2034 from the Fire Department, the Township shall reduce its annual appropriation to the Fire Department by said shortfall.

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

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on May 30, 2024, and the same came up for final passage and was adopted at the Meeting of the Township Council held on June 24, 2024 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

 Marcy Gianattasio, Clerk
 Township of Vernon

 Anthony Rossi, Mayor

Township of Vernon

INTRODUCED: May 30, 2024

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

ADOPTED:

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

CLERK'S CERTIFICATE

I, **MARCY GIANATTASIO**, Township Clerk of the Township of Vernon, in the County of Sussex, New Jersey (the "Township"), **HEREBY CERTIFY** as follows that:

1. The attached copy of Ordinance No. _____ (the "Ordinance") of the Township entitled as set forth below and finally adopted on June 24, 2024, has been compared by me with the original thereof officially recorded in the Ordinance Book of the Township and is a true and correct copy thereof and of the whole of the original Ordinance. The title of the Ordinance is as follows:

**BOND ORDINANCE PROVIDING FOR THE
IMPROVEMENT OF THE HIGHLAND LAKES FIRE
DEPARTMENT BUILDING IN AND BY THE TOWNSHIP
OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY,
APPROPRIATING \$105,750 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$100,000 BONDS OR
NOTES OF THE TOWNSHIP FOR FINANCING SUCH
APPROPRIATION.**

2. The Ordinance was introduced and passed on first reading at a **regular** meeting of the Township Council duly called and held on May 30, 2024 (a true and correct copy of an extract of the minutes of the meeting is attached hereto), and was passed on second reading and finally adopted by the recorded affirmative vote of at least two-thirds of all the members of the Township Council, at a **regular** meeting thereof duly called and held on June 24, 2024 (a true and correct copy of an extract of the minutes of the meeting is attached hereto), following the holding of a public hearing thereon at which all interested persons were given an opportunity to be heard. Notice of such meetings was given in accordance with the provisions of the Open Public Meetings Act.

3. The Ordinance, or a summary thereof, was published after first reading, on June 5, 2024, in "*The New Jersey Herald*", a newspaper published in the county in which the Township is located and circulating in the Township, together with a notice of pending ordinance, containing the date of introduction and the time and place of further consideration of the Ordinance (a true and correct copy of the affidavit of publication of the Ordinance is attached hereto).

4. On May 31, 2024, the Ordinance, or a summary thereof, was posted on the bulletin board or other place upon which public notices are customarily posted in the principal municipal building of the Township, together with notice of the availability of copies of the Ordinance at the office of the Township Clerk, and such copies of the Ordinance were made available to all members of the general public requesting the same.

5. After final passage, the Ordinance, or a summary thereof, was duly published, together with a notice of adoption and statutory estoppel statement, on June 30, 2024 in "*The New Jersey Herald*", a newspaper published in the county in which the Township is located and circulating in the Township, and no protest by any person against making the improvement or issuing the indebtedness authorized in the Ordinance, nor any petition requesting that a referendum

vote be taken on the action proposed in the Ordinance has been presented to the governing body or to me or filed in my office nor has any such action or proceeding questioning the validity of the Ordinance been commenced within twenty (20) days after such publication (a true and correct copy of the affidavit of publication of the Ordinance is attached hereto).

6. The Ordinance when introduced was complete in the form in which it was finally adopted and remained on file in the office of the Township Clerk for public inspection from the date of introduction to the date of final adoption.

7. The attached copy of a Supplemental Debt Statement has been compared by me with the original Supplemental Debt Statement of the Township, prepared as of May 30, 2024, and sworn to on May 30, 2024, by Donelle Bright, who was then the Chief Financial Officer of the Township, and filed in the office of the Township Clerk on May 30, 2024, and that the same is a true and complete copy of said original Supplemental Debt Statement.

8. A complete, executed duplicate of the said original Supplemental Debt Statement was duly filed electronically (before final adoption of the Ordinance) in the Office of the Director of the Division of Local Government Services of the State of New Jersey on May 30, 2024. Attached is a copy of the e-mail transmitting the Supplemental Debt Statement or a copy of the automated e-mail acknowledging receipt of the Supplemental Debt Statement.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2024.

(SEAL)

Marcy Gianattasio
Township Clerk

TOWNSHIP OF VERNON

ORDINANCE #24-10

BOND ORDINANCE APPROPRIATING \$3,483,624, AND AUTHORIZING THE ISSUANCE OF \$2,220,000 BONDS OR NOTES OF THE TOWNSHIP, FOR VARIOUS IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE UNDERTAKEN BY THE TOWNSHIP OF VERNON, IN THE COUNTY OF SUSSEX, NEW JERSEY.

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

The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized as general improvements to be made or acquired by The Township of Vernon, in the County of Sussex, New Jersey. For the said several improvements or purposes stated in said Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriations made for said improvements or purposes, said sums being inclusive of all appropriations heretofore made therefor and amounting in the aggregate to \$3,483,624 including the aggregate sum of \$824,592, as the several down payments for said improvements or purposes required by law and more particularly described in said Section 3 and now available therefor by virtue of provision in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes and including also, in the case of the improvement or purpose described in (i) paragraph (a) of said Section 3, the sum of \$155,000 from funds available in a reserve for the street sweeper, (ii) paragraph (b) of said Section 3, the sum of \$190,032 received or expected to be received by the Township from the New Jersey Department of Transportation as a grant-in-aid of financing said improvement or purpose and the sum of \$27,000 from funds available in capital surplus of the Township, (iii) paragraph (c) of said Section 3, the sum of

\$50,000 from funds available in a reserve for the ambulance, and (iv) paragraph (d) of said Section 3, the sum of \$17,000 from funds available in a reserve for the improvements to the Animal Control building.

For the financing of said improvements or purposes, including for the purpose of applicable United States Treasury regulations the reimbursement of expenditures heretofore or hereafter made therefor and to meet the part of said \$3,483,624 appropriations not provided for by application hereunder of said down payments, grant and monies available in various funds of the Township, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$2,220,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in a principal amount not exceeding \$2,220,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

The improvements hereby authorized and the several purposes for the financing of which said obligations are to be issued, the appropriation made for and estimated cost of each such purpose, and the estimated maximum amount of bonds or notes to be issued for each such purpose, are respectively as follows:

<u>IMPROVEMENT OR PURPOSE</u>	<u>APPROPRIATION AND ESTIMATED COST</u>	<u>ESTIMATED MAXIMUM AMOUNT OF BONDS AND NOTES</u>
(a) Acquisition by purchase of new and additional equipment including, without limitation, diagnostic equipment, one (1) street sweeper, one (1) loader dump bucket, and dump bodies for use by the Department of Public Works of the Township, one (1) stretcher, two (2) Lucas devices and other equipment for use by the Township Ambulance Squad, a Cascade System and various equipment for use by the Fire Departments of the Township, and a ballistic shield for use by the Police Department of the Township, together with all attachments, accessories and equipment necessary therefor or incidental thereto, all as shown on and in accordance with the specifications therefor on file or to be filed in the office of the Township Clerk and hereby approved, the \$689,385 appropriation hereby made therefor being inclusive of the sum of \$155,000 in reserves for the street sweeper	\$785,385	\$600,366

(b) Improvement of various streets in and by the Township by the construction or reconstruction therein of a roadway pavements at least equal in useful life or durability to a roadway pavement of Class B construction (as such term is used or referred to in Section 40A:2-22 of said Local Bond Law), together with all structures, appurtenances, milling, curb and sidewalk reconstruction, drainage improvements, guide rails, retaining walls, equipment, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Township Clerk and hereby approved, the \$1,325,000 appropriation hereby made therefor being inclusive of the sum of \$190,032 received or expected to be received by the Township from the New Jersey Department of Transportation as a grant-in-aid of financing said improvement and the sum of \$27,000 from funds available in capital surplus of the Township

1,325,000

377,977

(c) Acquisition by purchase of new and additional vehicular equipment including, without limitation, one (1) single axle truck for use by the Department of Public Works of the Township and one (1) ambulance for use by the Ambulance Squad of the Township, including also equipment for installation in the chief's vehicle, together with all attachments and accessories necessary therefor or incidental thereto, all as shown on and in accordance with the specifications therefor on file or to be filed in the office of the Township Clerk and hereby approved, the \$510,000 appropriation hereby made therefor being inclusive of the sum of \$50,000 in reserves for the ambulance

510,000

435,714

(d) Improvement of municipally-owned properties and facilities in and by the Township including, without limitation, the Animal Control building by the upgrades thereto, the Police Department headquarters and the Senior Center by the upgrade of the fire suppression systems, the Department of Public Works yard by the acquisition and installation of a compacting dumpster, and Veteran's Memorial Park by the installation of new lighting, together with all equipment, structures, site work, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Township Clerk and hereby approved, the \$344,000 appropriation hereby made therefor being inclusive of the sum of \$17,000 in reserves for the improvements to the Animal Control building

344,000

311,429

(e) Acquisition, by purchase, of new and additional fire fighting equipment for the preservation of life and property in the Township, consisting of one (1) pumper for use by the Fire Department of the Township, including all equipment, appurtenances, accessories and attachments necessary therefor or incidental thereto, all as shown on and in accordance with the

specifications therefor on file or to be filed in the office of the Township Clerk and hereby approved

	<u>519,239</u>	<u>494,514</u>
Totals	<u>\$3,483,624</u>	<u>\$2,220,000</u>

Except as otherwise stated in paragraphs (a), (b), (c) and (d) above with respect to the said grant-in-aid and the said funds available in various fund of the Township for financing the improvements or purposes described in said paragraphs (a), (b), (c), and (d), the excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the said down payment for said purpose.

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

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

The average period of usefulness of said purposes within the limitations of said Local Bond Law and taking into consideration the respective amounts of the said obligations authorized for the several purposes, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 14.28 years.

The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Township Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$2,220,000, and the said obligations

authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

Amounts not exceeding \$175,000 in the aggregate for interest on said obligations, costs of issuing said obligations, engineering costs and other items of expense listed in and permitted under Section 40A:2-20 of said Local Bond Law may be included as part of the costs of said improvements and are included in the foregoing estimate thereof.

The funds from time to time received by the Township on account of the \$190,032 grant referred to in Section 1 of this bond ordinance shall be used for financing the improvement or purpose described in Section 3(b) of this bond ordinance by application thereof either to direct payment of the cost of said improvement or purpose, or to payment or reduction of the authorization of the obligations of the Township authorized by this bond ordinance. Any such funds so received may, and all such funds so received which are not required for direct payment of such cost shall, be held and applied by the Township as funds applicable only to the payment of obligations of the Township authorized by this bond ordinance.

All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of Section 40A:2-8 of said Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes at no less than par from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from

their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Township at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

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

The capital budget or temporary capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Township Clerk and are available for public inspection.

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

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on May 30, 2024, and the same came up for final passage and was adopted at the Meeting of the Township Council held on June 24, 2024 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

Marcy Gianattasio, Clerk
Township of Vernon

Anthony Rossi, Mayor

Township of Vernon

INTRODUCED: May 30, 2024

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

ADOPTED:

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

CLERK'S CERTIFICATE

I, **MARCY GIANATTASIO**, Township Clerk of the Township of Vernon, in the County of Sussex, New Jersey (the "Township"), **HEREBY CERTIFY** as follows that:

1. The attached copy of Ordinance No. ____ (the "Ordinance") of the Township entitled as set forth below and finally adopted on June 24, 2024, has been compared by me with the original thereof officially recorded in the Ordinance Book of the Township and is a true and correct copy thereof and of the whole of the original Ordinance. The title of the Ordinance is as follows:

**BOND ORDINANCE APPROPRIATING \$3,483,624, AND
AUTHORIZING THE ISSUANCE OF \$2,220,000 BONDS OR
NOTES OF THE TOWNSHIP, FOR VARIOUS
IMPROVEMENTS OR PURPOSES AUTHORIZED TO BE
UNDERTAKEN BY THE TOWNSHIP OF VERNON, IN THE
COUNTY OF SUSSEX, NEW JERSEY.**

The Ordinance was introduced and passed on first reading at a **regular** meeting of the Township Council duly called and held on May 30, 2024 (a true and correct copy of an extract of the minutes of the meeting is attached hereto), and was passed on second reading and finally adopted by the recorded affirmative vote of at least two-thirds of all the members of the Township Council, at a **regular** meeting thereof duly called and held on June 24, 2024 (a true and correct copy of an extract of the minutes of the meeting is attached hereto), following the holding of a public hearing thereon at which all interested persons were given an opportunity to be heard. Notice of such meetings was given in accordance with the provisions of the Open Public Meetings Act.

The Ordinance, or a summary thereof, was published after first reading, on June 5, 2024, in "*The New Jersey Herald*", a newspaper published in the county in which the Township is located and circulating in the Township, together with a notice of pending ordinance, containing the date of introduction and the time and place of further consideration of the Ordinance (a true and correct copy of the affidavit of publication of the Ordinance is attached hereto).

On May 31, 2024, the Ordinance, or a summary thereof, was posted on the bulletin board or other place upon which public notices are customarily posted in the principal municipal building of the Township, together with notice of the availability of copies of the Ordinance at the office of the Township Clerk, and such copies of the Ordinance were made available to all members of the general public requesting the same.

After final passage, the Ordinance, or a summary thereof, was duly published, together with a notice of adoption and statutory estoppel statement, on June 30, 2024 in "*The New Jersey Herald*", a newspaper published in the county in which the Township is located and circulating in the Township, and no protest by any person against making the improvement or issuing the indebtedness authorized in the Ordinance, nor any petition requesting that a referendum vote be taken on the action proposed in the Ordinance has been presented to the governing body or to me or filed in my office nor has any such action or proceeding questioning the validity of the

Ordinance been commenced within twenty (20) days after such publication (a true and correct copy of the affidavit of publication of the Ordinance is attached hereto).

The Ordinance when introduced was complete in the form in which it was finally adopted and remained on file in the office of the Township Clerk for public inspection from the date of introduction to the date of final adoption.

The attached copy of a Supplemental Debt Statement has been compared by me with the original Supplemental Debt Statement of the Township, prepared as of May 30, 2024, and sworn to on May 30, 2024, by Donelle Bright, who was then the Chief Financial Officer of the Township, and filed in the office of the Township Clerk on May 30, 2024, and that the same is a true and complete copy of said original Supplemental Debt Statement.

A complete, executed duplicate of the said original Supplemental Debt Statement was duly filed electronically (before final adoption of the Ordinance) in the Office of the Director of the Division of Local Government Services of the State of New Jersey on May 30, 2024. Attached is a copy of the e-mail transmitting the Supplemental Debt Statement or a copy of the automated e-mail acknowledging receipt of the Supplemental Debt Statement.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2024.

(SEAL)

Marcy Gianattasio
Township Clerk

TOWNSHIP OF VERNON

ORDINANCE #24-11

ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY ADDRESSING LIMOUSINE LICENSING

WHEREAS, the Township of Vernon (“Township”) seeks to require limousine services operating within the Township to obtain a license in order to do so; and

WHEREAS, the Township is authorized to require limousine services to obtain a license in order to operate within the Township pursuant to N.J.S.A. 48:16-18.1, should it choose to do so; and

WHEREAS, the Township already requires a fee in the amount of \$35 for the issuance of a limousine license in Ordinance § 250-17.

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

SECTION 1. Part II, titled “General Legislation”, is hereby supplemented as follows:

Chapter 567 Limousines.

§ 567-1. Definitions.

a. For the purposes of this chapter, the terms “limousine” or “limousine or livery service” shall have the meanings set forth in N.J.S.A. 48:16-13, as that statute may be amended and supplemented from time to time.

§ 567-2. License Required.

No person shall maintain or operate a limousine or livery service in the Township of Vernon unless the owner thereof has secured a limousine license, signed by the Township Clerk and Township Zoning Officer.

§ 567-3. Application, Insurance and Fee.

a. All applications for a limousine license shall be filed with the Township Clerk, together with the required fee, and shall contain the full name, address, and telephone number of the applicant; the names, titles, and complete addresses of all corporate officers or partners of the applicant; and the federal identification or social security number of the applicant. In addition, every application for a limousine license shall contain the complete business address of the limousine service and the Tax Map block and lot number of the property on which the business is located.

b. Each application shall be accompanied by an insurance policy from a company duly licensed to transact business under the insurance laws of the State of New Jersey in the sum of

\$1,500,000 against loss by reason of the liability imposed by law upon every limousine owner for damages on account of bodily injury or death suffered by any person as a result of an accident occurring by reason of the ownership, maintenance or use of the limousine upon any public street. Such operation shall be permitted only so long as the insurance policy shall remain in force to the full and collectible amount of \$1,500,000. The policy must provide for the payment of any final judgment recovered by any person on account of the ownership, maintenance and use of such limousine or any fault in respect thereto, and shall be for the benefit of every person suffering loss, damage, or injury as aforesaid. In addition, each such application shall be accompanied by a copy of power of attorney executed and delivered to the Motor Vehicle Commission concurrent with the filing of the required insurance policy, as set forth above; a power of attorney wherein and whereby the owner shall appoint the Director of the Motor Vehicle Commission his true and lawful attorney for the purpose of acknowledging service of any process out of a court of competent jurisdiction to be served against the insured by virtue of the indemnity granted under the insurance policy filed.

c. Each application shall also be accompanied by photocopies of the registrations of all vehicles utilized in connection with the limousine service.

d. The fee for the issuance of a limousine license shall be as stated in Ordinance § 250-17, as may be amended and supplemented from time to time.

e. Upon receipt of an application for a limousine license, the Township Clerk shall refer the application documents to the Township Zoning Officer who shall determine whether the operation of a limousine service at the location specified in the application is permitted under the Township's Land Use and Development Regulations. No limousine license shall be issued by the Township Clerk unless the Zoning Officer has certified that the operation of the limousine service is a permitted use at the specified business location.

SECTION 2. Severability.

The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

SECTION 3. Repealer.

All ordinances and resolutions, and parts of ordinances and resolutions which are inconsistent with provisions of this ordinance shall be, and are hereby, repealed to the extent of any such inconsistency.

SECTION 4. Effective Date.

This ordinance shall take effect upon final adoption and publication in accordance with law.

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on June 10, 2024, and the same came up for final passage and was adopted at the Meeting of the Township Council held on June 24, 2024 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

Marcy Gianattasio, Clerk
Township of Vernon

Anthony Rossi, Mayor

Township of Vernon

INTRODUCED: June 10, 2024

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

ADOPTED:

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

New Jersey Statutes Title 48. Public Utilities 48 § 16-18.1

Current as of February 19, 2021 | Updated by [FindLaw Staff](#)

Notwithstanding any other provisions of law to the contrary, a municipality may require a limousine service to obtain a corporate license, permit, certificate or other form of authority if the limousine service is providing service on an intra-municipal, point-to-point basis within that municipality. The municipality may charge a fee that shall not exceed a total of \$50 for the issuance of that license, permit, certificate or other form of authority which shall apply to all limousines operated by the limousine service and providing intra-municipal, point-to-point service within that municipality.

TOWNSHIP OF VERNON

ORDINANCE #24-12

ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING CHAPTER 374, TITLED “NUISANCES, PUBLIC HEALTH” TO ADDRESS EXTERIOR LIGHTING STANDARDS

WHEREAS, various exterior lighting sources within the Township of Vernon have the potential to cause public safety risks and can be a source of nuisance; and

WHEREAS, the Township of Vernon seeks to mitigate those risks by regulating exterior lighting standards.

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

SECTION 1. Chapter 374, titled “Nuisances, Public Health” is hereby amended and supplemented as follows:

§ 374-5.1 Exterior lighting standards.

- A. All exterior lighting shall be designed to provide a minimum lighting intensity of five-tenths lumen per square foot. Lighting shall be of a soft or glare-free type and shall not cast an illumination color which shall be distracting, obliterate or obscure the view, be ultraviolet, strobic, pulsating, flashing or of any unnatural kind or create a public nuisance, discomfort or hazard.
- B. All exterior lighting fixtures shall be designed, manufactured, installed, and aimed in such manner as to shield glare from reflecting onto adjacent streets, properties, residences, or public areas.
- C. All lighting fixtures shall conform with all applicable state and federal requirements and industry standards, including, but not limited to, ~~the BOCA Basic Energy Conservation Code and Lighting Power Limit Determination Procedure of the Illuminating Engineer’s Society.~~ International Building Code/ 2021, NJ Edition, International Energy Conservation Code/ 2021, ASHRAE 90.1-2019, National Electrical Code 2020
- D. All site plans or other development plans proposing the use of exterior lighting, either freestanding or building-mounted, shall include complete data regarding the proposed intensity of illumination, as expressed either in horizontal footcandles or lumens per square foot; the hours of illumination; detail drawings and specifications of lighting fixtures, including but not limited to the type of lighting, fixture details, mounting details, mounting height and lighting isobar patterns; illumination areas as shown on the site plan; and provisions to shield glare from reflecting onto adjacent thoroughfares and properties; and

in addition, any additional specific and special detailed data deemed appropriate for the particular lighting application as required by the Township Engineer, Construction Code Official, Zoning Officer, Planning Board, Environmental Commission, Electrical Subcode Official, Police Department, Zoning Board of Adjustment or other agency.

§ 374-5.2 Effect on other legislation.

The provisions and requirements of Article VII of Chapter 330, Land Development, of the Code of the Township of Vernon shall not be affected by this Chapter.

§ 374-5.3 Violations and penalties.

Any person violating the provisions of this chapter shall be subject to a fine of a minimum of \$100 to a maximum of \$1,000 for the first offense; \$250 to a maximum of \$1,000 for the second offense; and \$500 to a maximum of \$1,000 for the third offense and subsequent offense. In addition, any offense shall be deemed a separate and distinct offense for each and every day such offense occurs and is not abated by such person.

SECTION 2. Severability.

The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

SECTION 3. Repealer.

All ordinances and resolutions, and parts of ordinances and resolutions which are inconsistent with provisions of this ordinance shall be, and are hereby, repealed to the extent of any such inconsistency.

SECTION 4. Effective Date.

This ordinance shall take effect upon final adoption and publication in accordance with law.

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on June 10, 2024, and the same came up for final passage and was adopted at the Meeting of the Township Council held on June 24, 2024 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

Marcy Gianattasio, Clerk
Township of Vernon

Anthony Rossi, Mayor

Township of Vernon

INTRODUCED: June 10, 2024

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

ADOPTED:

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

TOWNSHIP OF VERNON

RESOLUTION#24-179

**APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A
GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION FOR THE MCPEEK ROAD IMPROVEMENTS PROJECT**

NOW, THEREFORE, BE IT RESOLVED that the Vernon Township Council of the Township of Vernon, County of Sussex, State of New Jersey formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application identified as MA-2025-McPeek Road Improvements-00421 to the New Jersey Department of Transportation on behalf of Vernon Township.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of Vernon Township and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement.

My signature and Municipal Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST AND AFFIX SEAL

Marcy Gianattasio
Municipal Clerk

Anthony Rossi
Mayor

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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 #24-180

RESOLUTION OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE VERNON TOWNSHIP POLICE DEPARTMENT AND ATLANTIC HEALTH SYSTEM, NEWTON MEDICAL CENTER, TO ESTABLISH JOINT PARTICIPATION IN THE ARRIVE TOGETHER PROGRAM TO ENHANCE AND SUPPORT RESPONSE TO CERTAIN BEHAVIORAL HEALTH CRISIS CALLS

WHEREAS, the Mayor and Township Council of the Township of Vernon have received from the Vernon Township Chief of Police a Memorandum of Understanding to establish joint participation in the ARRIVE Together Program to enhance and support responses to certain behavioral health crisis calls; and

WHEREAS, the Mayor, Township Council and the Vernon Township Chief of Police have reviewed the terms of the MOU; and

WHEREAS, the Mayor and Township Council, together with the Chief of Police find it to be in the best interest of Vernon Township and its residents to execute the MOU.

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Township Council of the Township of Vernon, County of Sussex, that the Vernon Township Police Chief be authorized to execute the Memorandum of Understanding between the Township and Atlantic Health System, Newton Medical Center (Participating Mental Health Service Provider) to establish a joint participation in the ARRIVE Together Program to enhance and support response to certain behavioral health crisis calls.

BE IT FURTHER RESOLVED, that this resolution shall take effective immediately.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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.						

MEMORANDUM OF UNDERSTANDING

between

**Andover Township Police Department, Byram Township Police Department,
Franklin Borough Police Department, Hamburg Borough Police Department
Hardyston Township Police Department, Hopatcong Borough Police
Department, Newton Police Department, Borough of Ogdensburg Police
Department, Sparta Township Police Department, Stanhope Borough Police
Department and Vernon Township Police Department
(Participating Police Departments)**

and

**AHS Hospital Corp./Newton Medical Center
(Participating Mental Health Service Provider)**

**TO ESTABLISH JOINT PARTICIPATION IN THE ARRIVE
TOGETHER PROGRAM TO ENHANCE AND SUPPORT
RESPONSE TO CERTAIN BEHAVIORAL HEALTH CRISIS
CALLS**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into between the above-Participating Police Departments (“PPD” or “officer”) and the above-named Mental Health Service Provider (“MHSP”) (collectively “the Parties”), to establish joint participation in the ARRIVE Together Program (“the Program”) to enhance and support law enforcement and response to certain behavioral health crisis calls, and shall confirm the mutual understanding and intention of the Parties as set forth herein.

WHEREAS, pursuant to N.J.S.A. 30:4-27.1, et seq. (“Screening Law”) and N.J.A.C. 10:31-1.1, et seq. (“Screening Regulations”), it is the policy of this State to provide for a public mental health system that delivers treatment consistent with a person’s clinical condition, and that screening services be developed as the public mental health system’s entry point in order to provide accessible crisis intervention, evaluation and referral services to persons with mental illness, to offer persons with mental illness clinically appropriate alternatives to inpatient care, and, when necessary, to provide a means for involuntary commitment to treatment; and

WHEREAS, the Parties recognize the importance of ensuring the safety of every person involved in civilian law enforcement interactions, and that many of the negative outcomes that have resulted from such interactions may stem from law enforcement officers responding to situations involving individuals experiencing behavioral health crises; and

WHEREAS, the MHSP has been designated by the New Jersey Department of Human Services (“DHS”) to provide screening and other medical/health services in accordance with state law and regulations, within the county being served by this MOU; and

WHEREAS, DHS contracts annually with the MHSP for the provision of screening services and other services, pursuant to N.J.A.C. 10:31:10.1(c), and DHS Contracting Policy; and

WHEREAS, the Screening Law provides officers and mental health specialists with the legal authority to transport or authorize transport of individuals who are experiencing a behavioral health crisis to an emergency department for a full assessment where appropriate; and

WHEREAS, law enforcement officers may request the assistance of mental health specialists when responding to emergency service calls that relate to behavioral health crises and mental health personnel may request assistance from officers when responding to requests for emergency screening; and

WHEREAS, in an effort to improve the outcomes in law enforcement's response to emergency behavioral health crisis calls, to divert individuals in crisis from unnecessary entry into the criminal justice system, and to more efficiently employ the resources of both the PPD and the MHSP as they respond to calls for service, the Parties seek to establish a Pilot Program; and

WHEREAS, this MOU is intended to memorialize the relationship and delineate the responsibilities of the Parties in this cooperative joint effort.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions

For the purposes of the Program, the following definitions shall apply:

- A. Behavioral Health Crisis Calls** means emergency calls for service received by the PPD's 911 system or by the MHSP, which involve:
 - a. Behavioral/mental health;
 - b. Confused/disoriented person;
 - c. Welfare check;
 - d. Suicide; and
 - e. Other categories that the PPD deems appropriately related to behavioral health identified during the course of the Pilot Program.
- B. "Follow-up Services"** means calls from the PPD for mental health services to be provide by the MHSP after an encounter by the PPD with an individual who the PPD deems in need of mental health services, which may include the MHSP responding to a person:
 - a. With behavioral/mental health issues;
 - b. With confusion/disorientation;
 - c. In need of a welfare check;
 - d. At risk of suicide; and

- e. Exhibiting other indications that behavioral or mental health services may be required.
- C. **MHSP Specialist** means a mental health screener as defined by N.J.S.A. 30:4-27.2 or other qualified specialist, such as a crisis intervention specialist, therapist, social worker, psychiatrist, psychologist, nurse, or other professional possessing the relevant academic training or experience to do outreach for the purposes of clinical screening, clinical support, intervention or crisis referrals.
- D. **HIPAA** means the regulations adopted by the U.S. Secretary of the Department of Health and Human Services pursuant to Health Insurance Portability and Accountability Act of 1996 42 U.C.S. § 1302(a) and found at 42 C.F.R. Subchapter C.
- E. **SAMHSA Privacy Regulations** means the privacy regulations adopted by the Substance Abuse and Mental Health Services Administration pursuant to 42 U.S.C. § 290dd-2 and found at 42 C.F.R. Part 2.

II. Program Description

A. Location

- 1. The Program will respond to behavioral health crisis calls, calls for service, or calls identified by law enforcement that could benefit from mental or behavioral health follow-up:
 - a. County: Sussex
 - b. Municipalities: Andover, Byram, Hopatcong, Vernon, Franklin, Hamburg, Hardyston, Ogdensburg, Sparta, Stanhope, and Newton

B. Program Type

- 1. The Parties may select one or more Program types as set forth in Section B and described more fully in Section C below for the term of this MOU. Should the Parties change, reduce or increase the Program type during the term of this MOU, the Parties shall notify DHS and LPS who shall determine whether such change, reduction or increase in Program type is authorized. Any such material change to the terms and conditions of this MOU shall require a written amendment, signed by the Parties, and may result in changes to other terms and conditions herein.
- 2. The Parties agree to implement one or more of the Programs as selected below.
 - ___ a. Co-Responder Program (law enforcement officer and MHSP specialist respond together to emergency service calls and/or follow up visits that relate to behavioral health crisis)
 - ___ b. Telehealth Program (law enforcement officers provided with electronic devices to connect persons suffering behavioral health crisis to a MHSP specialist via video to receive services)

- X c. Follow-up Program (law enforcement officers inform MHSP specialist of individuals encountered by law enforcement that need services of MHSP specialist within a designated timeframe following the law enforcement interaction as determined by the Parties)
- ___ d. Close in Time Follow-up Program (MHSP specialist follows up with individuals encountered by law enforcement close in time, generally within 30 minutes of the encounter, to the law enforcement encounter and provides social and health services as determined by the Parties)

C. **Program Responsibilities** (as applicable)

1. **Frequency**

- a. The Program will be implemented weekly on the days determined by the Parties, and at times of the highest volume of behavioral health crisis calls for service as determined by the PPDs, in consultation with the MHSP.
 - i. The PPDs will determine a staffing schedule for their officers.
 - ii. Regardless of where the participating officer is based, the Program shall respond to qualifying calls in any of the participating municipalities identified in Section 1.b. above during their assigned Program hours, as described below.
- b. Shift times will be determined by the Parties, and may be altered if, in consultation with DHS and the MHSP, the PPDs determine that significantly greater relevant calls for service consistently occur at different hours.

2. **Personnel**

- a. When co-responding as defined in Section II B2(a), the PPDs will each provide one or more experienced law enforcement officers who complete Crisis Intervention Team (“CIT”) training before or during the Program to participate in the Program. Participating Officers will not wear full uniform during the Program shifts, and instead will wear a polo shirt with an agency logo, or similar, and will drive an unmarked vehicle.
- b. At each service call, the Officers will identify themselves as law enforcement officers and ensure the safety of all actors before the MHSP specialist exits the police vehicle, to ensure there are no violent or potentially violent actors on scene, and remain at the scene while the Screener provides services.
- c. The PPDs shall provide training to each specialist identified by the participating MHSP on the proper procedures and protocols for riding in an unmarked police vehicle and responding to calls with an Officer prior to any specialist participating in the Program.

- d. The MHSP will provide one or more experienced specialists to participate in the Program. The participating specialists will perform crisis intervention and screening services consistent with their statutory and regulatory duties at each call for service.
- e. When co-responding, the Officer will transport the MHSP specialist to calls for service in an unmarked police vehicle. The Officer will not respond to other calls for service while transporting the MHSP specialist except for those behavioral health crisis calls as defined below. In the event of an emergency that needs the Officer's immediate attention and is in the Officer's plain view, such as a motor vehicle accident or serious injury, the officer will stop to provide immediate assistance until further police assistance arrives. In the event of a call involving a life-threatening emergency, the Officer will only respond to the call upon the direction of their supervisor and will first transport the MHSP specialist to the closest safe location prior to responding to the call.
- f. For follow-ups, the PPD will provide the MHSP with information on individuals that they have encountered at a mutually agreed upon frequency.
- g. The MHSP will determine how and when best to follow-up with the individuals. The follow-ups may be in-person, telephonic or virtual.

3. Coverage

- a. The Program will respond to behavioral health crisis calls for service made to the PPDs' 911 systems within the identified county, including those originating from the public, those incoming from other law enforcement officers or agencies within the area, and those incoming from the MHSP to the PPDs and/or their 911 systems during Program hours.
- b. The Program will respond to crisis calls originating from the psychiatric emergency screening service within the identified county and 9-8-8 calls from individuals residing in the locales where the Program operates.
- c. When co-responding, the Program will respond to qualifying calls made to the municipality(ies) identified in Section II.A.1(b) above, regardless of where the ARRIVE officer is employed. Officers from the municipality from which the call originated will be responsible for securing the scene before the MHSP specialist enters. At the scene, once deemed safe, the non-ARRIVE officer(s) shall only provide assistance if specifically requested by the ARRIVE Officers on scene.
- d. When the PPD and the MHSP specialist meet at a location at the same time, the Program will respond to qualifying calls made to the municipality(ies) identified in Section II.A.1.(b) above by a MHSP meeting a CIT trained officer at an arranged safe location. If a CIT trained officer is unavailable to respond during Program hours, a CIT trained officer from municipality(ies) identified in Section II.A.1.(b) or another municipality in the county with the approval of the impacted chief, director, or officer in charge is permissible.

- e. When not responding to calls for service, the Program participants will proactively undertake follow-up visits with individuals from prior services or initiate contact with individuals identified as at-risk through other means.

4. Data Collection and Evaluation

- a. PPDs and MHSPs shall collect data relevant to the assessment of the Program, as specified by the Department of Law and Public Safety (DLPS) and/or DHS, Division of Mental Health and Addiction Services (DMHAS).
- c. Should DLPS retain an academic institution to perform an evaluation of the Program the Parties and Participating Agencies agree, upon request, to provide the retained academic institution access to relevant data, subject to appropriate privacy and cybersecurity protections, to include 911 or computer-aided dispatch (CAD) data and interviews of participating employees, for the purposes of performing the assessment. The academic institution shall execute any required confidentiality agreements. If personally identifiable information is being shared, the confidentiality agreement must be compliant with HIPAA in particular, 45 C.F.R. 164.512(i), and with the SAMHSA.

5. Confidentiality

The parties agree to keep confidential all records, recordings, and reports made in connection with the ARRIVE Program and/or certificates, applications, records, and reports made that directly or indirectly identify any individual presently or formerly receiving ARRIVE Program services. The parties further agree not to disclose them to any person, except as permitted by N.J.S.A. 30:4-24.3, and N.J.A.C. 10:37-6.79, HIPAA regulations and the SAMHSA Privacy Regulations. Such records are not subject to public access pursuant to EO 26 (2002) and N.J.S.A. 47:1A-1.

III. **PPD Responsibilities**

- A. The PPD shall perform all necessary tasks required to implement the Program as detailed in Section II above, including, during responses to qualifying emergency calls for service, the participating officer shall assess and take measures to secure the environment in order to mitigate the potential for harm to the officer, mental health specialist, client, and any bystanders.
- B. The PPD shall make available the qualified officers required to implement the Program as detailed in Section II, and shall ensure all requisite training (including the requirement that all officers participating in the initiative successfully complete CIT training) and certifications have been obtained by participating officers.
- C. The PPD shall implement operational changes, as it deems necessary, to implement the Pilot Program, as detailed in Section II.
- D. The PPD shall provide the equipment necessary for participating officers to perform their duties under the Program, including providing an unmarked vehicle during the course of

the Program.

- E. The PPD shall provide training to each participating MHSP specialist on the proper procedures and protocols for riding in a law enforcement vehicle and/or responding to calls with a police officer prior to any MHSP specialist participating in the Program.
- F. The PPD shall cooperate with the MHSP, other participating Law Enforcement Agency Partners within the county, as identified herein, as well as DHS, DMHAS, and DLPS, to facilitate and execute the goals of the Program. The PPD shall not request that the MHSP perform any activities that conflict with the Screening Law or Screening Regulations.
- G. The PPD shall ensure their participating officers follow all applicable Law Enforcement Directives and Guidelines issued by the Attorney General of New Jersey, as updated, amended, or supplemented (available at <https://www.njoag.gov>).

IV. MHSP Responsibilities

- A. The MHSP shall perform all necessary tasks required to implement the Program detailed in Section II, and shall provide those services in a manner consistent with the Screening Law and Screening Regulations.
- B. The MHSP shall provide the specialists required to implement the Program, and shall ensure all requisite training has been obtained by the participating specialists.
- C. The MHSP shall ensure the equipment necessary for the participating specialists to perform their duties under the Program is provided. The equipment must be provided by the MHSP.
- D. The MHSP shall cooperate with the other Parties to facilitate and execute the Program in a manner consistent with the Screening Law and Screening Regulations.
- E. The MHSP shall bill DHS for services provided under the Program at the rate set forth herein under the same terms as included in the existing contract between DHS and the MHSP.
 - 1. The total amount billed under the Program shall not exceed the amount as determined by DHS and/or DLPS and conveyed under a separate writing.
 - 2. The MHSP shall provide DHS with quarterly invoices specifically for services provided under the Program.
 - 3. The MHSP shall provide DHS with quarterly expenditure reports specifically for services provided under the Program in accordance with the DHS Contract Manual.

V. Funding

- A. Consistent with the terms of the existing contract between the MHSP and DHS, and the DHS Contract Policy and Information and Contract Reimbursement Manual, MHSP specialists

participating in the Program shall be compensated for all services performed under the Program at their ordinary pay and ordinary contractual obligations.

1. Payments to the MHSP for work performed in accordance with the Program, including overtime, if any, shall be allowed up to a maximum total amount reimbursed as determined by DHS and/or DLPS and conveyed under a separate writing.
 2. The amount billed by the MHSP under the Program shall only include those amounts above insurer reimbursements.
- B. Except as set forth in Paragraph A in this Funding Section, each Party shall bear its own costs, including operational costs, in relation to this MOU. Expenditures by each Party will be subject to its own budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that the State of New Jersey will appropriate funds for such expenditures.

VI. Points of Contact

- A. The individual points of contact (“POC”) for each of the Parties to this MOU, and any other participating Law Enforcement Partners within the County, are set forth in Attachment A, which shall be attached hereto and made part of this MOU.
- B. The Parties agree that if there is any change to the POC or POC contact information, they will inform the other Parties in writing within 10 business days of the change and update the list of POCs in Attachment A accordingly.

VII. Dispute Resolution

- A. The Parties agree to cooperate and confer with each other to address any disputes or issues which may arise in relation to this MOU and/or the Pilot Program.

VIII. Liability

- A. Each Party shall be responsible for the actions of its officers and employees occurring during the performance of their obligations under this Agreement subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the Contractual Liability Act, N.J.S.A. 59:13-1, et seq., the availability of appropriated funds, and the MHSP’s insurance obligations under its existing contract with DHS to provide screening services under the Screening Law. The State of New Jersey cannot agree to indemnify any third-party grantee or contractor, and is not providing any indemnification to any third-party grantee or contractor. The State of New Jersey does not carry general liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against it are covered under the terms and provisions of the Tort Claims Act. The Tort Claims Act also creates a fund into which the Legislature appropriates funds from time to time, and from which final tort claims are paid in accordance with its provisions. See N.J.S.A. 59:12-1. For claims beyond the purview of the Tort Claims and Contractual Liability Acts, it is agreed that none of the Parties to this

Agreement assume any liability whatsoever for any alleged wrongful acts or omissions of the agents, servants, contractors, or employees of the other. Nothing in this Agreement shall be construed to waive any defenses or immunities available to any Party or its employees under the Tort Claims Act or other applicable law.

- B. The MHSP's liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination, and shall remain in effect until all potential liabilities arising from this MOU and the Program have lapsed.
- C. This MOU shall not be interpreted as a waiver of sovereign immunity. Any liability of the agencies that are party to this MOU is, to the extent applicable, subject to the New Jersey Screening Law, N.J.S.A. 30:4-27.1, et seq., and specifically, N.J.S.A. 30:4-27.7, the New Jersey Tort Claims Act, *supra*, the New Jersey Contractual Liability Act, *supra*, any other applicable law, and the availability of funding.
- D. For the duration of the Program, any MHSP specialist participating in the Pilot Program and receiving training from the PPD or other Participating Law Enforcement Agencies shall remain an employee of the MHSP and at no point will be considered an employee of the State of New Jersey, DLPS, DHS, the PPD or other Participating Law Enforcement Agencies. Neither the State, DLPS, DHS, nor the PPD or other Participating Law Enforcement Agencies shall have control over the duties of any MHSP specialist participating in the Program, or their performance thereof.
- E. This Agreement shall be deemed to have been made and shall be construed and interpreted solely in accordance with the laws of the State of New Jersey without regard to the principles of conflicts of law. The Parties hereto agree to the exclusive jurisdiction of the courts located in the State of New Jersey. The Parties agree to waive their rights to a jury trial.

IX. Duration, Withdrawal, and Termination

- A. The MOU will take effect upon signature of the Parties and shall remain in effect until December 31, 2024.
- B. Any Party may terminate the agreement by providing all other Parties 30 days written notice. Such notice shall also be provided to DHS, DMHAS, and DLPS at the contact addresses in Attachment A.
- C. Upon mutual agreement of the Parties, and with the approval of DHS and DLPS, the Program may be renewed for additional one-year terms. Any such renewal shall be set forth in writing and attached hereto and made part of this MOU.

X. Compliance with Other Laws

- A. The Parties agree that in the performance of this MOU and the Program, they will comply with all applicable federal, State, and local laws, statutes, and regulations, including all

requirements of the Screening Law and Regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

XI. Effect on Other Authorities

- A. Nothing in this MOU is intended to restrict the authority of any Party to act as permitted by law, or to restrict a Party from administering or enforcing any law. This MOU should not be construed as limiting or impeding the basic spirit of cooperation that exists between the Parties.
- B. This MOU does not impose any additional duties and responsibilities on any of the Parties that go beyond that which is already required by existing law.

XII. Assignment

- A. Neither this MOU nor any of the rights, duties, or obligations of the Parties hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, without the prior written consent of the other Parties. Any assignment or delegation or attempted assignment or delegation without such consent shall be void and of no force or effect.

XIII. Severability

- A. Nothing in this MOU is intended to conflict with applicable State or federal laws, the directives of the Attorney General of New Jersey, or a Party's regulations. If a provision of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

XIV. No Private Rights Created

- A. This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the State of New Jersey, or against any department, agency, officer, employee of the State of New Jersey, any Party to this MOU, entity, or any other person.

XV. Non-Waiver

- A. The failure by a Party to insist on performance of any term or condition or to exercise any right or privilege included in this MOU shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not in the future waive any such term or condition or any right or privilege. No waiver by a Party of any breach of any term of this MOU shall constitute a waiver of any subsequent breach or breaches of such term.

XVI. Entire Agreement & Amendments or Modifications

- A. This MOU may be amended by deletion or modification of any provision contained herein, or by adding new provisions, after written consent of the Parties. Any such amendment or modification shall be in writing, in the form of an Addendum to this MOU, which shall be

signed by the Parties and shall be attached hereto and made part of this MOU.

- B. This MOU, including any Attachments and Schedules contained within it, represents the entire understanding and agreement between the Parties and supersedes all prior agreements and understandings between the Parties.

XVII. Other Provisions

- A. No Party shall use the name of any other Party in any promotional or advertising material unless review and approval of the intended use shall have first been obtained from the Party whose name is to be used.
- B. All persons employed by each Party shall be employees of that Party only and shall look only to their own employer for employment benefits and payment of wages. No relationship of employer/employee between the MHSP and the PPD's staff is created by this Agreement. Each Party is solely responsible for paying all employment taxes relative to its own staff, and each Party shall indemnify and hold the other harmless with respect thereto.

XVIII. Authorization

- A. By execution of this MOU, the Parties represent that they are duly authorized and empowered to enter into this MOU and to perform all duties and responsibilities established in this MOU.

XIX. Electronic Signature and Counterparts

- B. The Parties agree that the execution of this MOU by electronic signature and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures. This MOU may be executed in counterparts and those counterparts, when assembled, shall constitute the Entire Agreement as defined above.

SIGNATURE PAGE FOLLOWS

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

Signatories

The terms of this Agreement have been read and understood by the persons whose signatures appear below.

For the Mental Health Service Provider:

Provider Name:

By: _____
Name:
Title:

Dated: _____

For the Participating Police Department(s):

PPD Name:

By: _____
Name:
Title:

Dated: _____

PPD Name:

By: _____
Name:
Title:

Dated: _____

PPD Name:

By: _____
Name:
Title:

Dated: _____

By: _____
Name:
Title:

Dated: _____

PPD Name:

By: _____
Name:
Title:

Dated: _____

PPD Name:

By: _____
Name:
Title:

Dated: _____

PPD Name:

By: _____
Name:
Title:

Dated: _____

PPD Name:

By: _____
Name:
Title:

Dated: _____

Attachment A

POINT OF CONTACT INFORMATION

For the Department of Law and Public Safety:

LPS: Derick D. Dailey
Senior Counsel to the Attorney General
Office of the Attorney General
25 Market Street
Trenton, NJ 08625
Email: Derick.Dailey@njoag.gov
Phone: 609-571-0449

For the Department of Human Services:

Valerie Mielke
Assistant Commissioner
Division of Mental Health and Addiction Services
5 Commerce Way, 2nd floor
Hamilton, N.J. 08625
Email: Valerie.mielke@dhs.nj.gov
Phone: 609-438-4352

For Sussex County Prosecutor's Office

Acting Prosecutor Carolyn Murray
cmurray@scpo.sussex.nj.us
973-383-1570

Assistant Prosecutor Nikoletta Agouras
nagouras@scpo.sussex.nj.us

Assistant Prosecutor Carly Abrams
cabrams@scpo.sussex.nj.us

Marilyn Cardinale
mcardinale@scpo.sussex.nj.us

For the Mental Health Service Provider:

Summer Taylor
Outreach Crisis Clinician
Atlantic Health System
Newton Medical Hospital
175 High Street

Newton, New Jersey
Summer.Taylor@atlantichealth.org
973-383-0973 Option 1

Paul Burns
Atlantic Health System
Newton Medical Hospital
175 High Street
Newton, New Jersey
Paul.Burns@atlantichealth.org
973-383-0973 Option 1

For the Participating Police Department(s):

TOWNSHIP OF VERNON

RESOLUTION #24-181

**CHAPTER 159 RESOLUTION REQUESTING APPROVAL OF
REVENUE AND APPROPRIATION AMENDING THE 2024 BUDGET
AS A REVENUE AND APPROPRIATION OF \$47,635.64**

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

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

WHEREAS, the Township has been awarded a \$47,635.64 Opioid Settlement Funds Grant and wishes to amend its 2024 budget for the difference of the awarded amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Vernon hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2024 in the sum of \$47,635.64 which is now available as a revenue,

BE IT FURTHER RESOLVED that a like sum of \$47,635.64 is hereby appropriated under the caption Opioid Settlement Funds Grant.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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 #24-182

**RESOLUTION OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF
NEW JERSEY, AUTHORIZING THE USE OF
OMNIA PARTNERS, FORMERLY KNOWN AS US COMMUNITIES' NATIONAL
COOPERATIVE**

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units, including the Township of Vernon, to make purchases and contract for services through the use of nationally recognized and accepted cooperative purchasing agreements that have been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey or within any other state; and

WHEREAS, the Township of Vernon has determined that the use of cooperative purchasing agreements may result in significant cost savings and is desirous of joining and participating in a national cooperative called the Omnia Partners formerly known as US Communities National Cooperative; and

WHEREAS, Omnia Partners 840 Crescent Centre Drive, Franklin, TN 37067 is a private cooperative, complying with New Jersey Local Finance Notice 2012-10 by ensuring lead agency procurements are offered to the New Jersey region in accord with the mandates as described within the Local Finance Notice; and

WHEREAS, the Township of Vernon desires to become a member of Omnia Partners for the purposes of purchasing goods and or services through a procurement process that is more efficient and provides a cost savings to the Township;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Vernon, being the governing body thereof, that the Township of Vernon be and hereby is authorized to join and become a member of the Omnia Partners National Cooperative 840 Crescent Centre Drive, Franklin, TN 37067; and

BE IT FURTHER RESOLVED that the Mayor be and hereby is authorized to execute any agreement and the Clerk is authorized to attest to the signature of the Mayor on any agreement signed in connection with joining and participating in Omnia Partners National Cooperative; and

BE IT FURTHER RESOLVED that the Township of Vernon Qualified Purchasing Agent shall be responsible for ensuring that all goods and/or services procured through Omnia Partners comply with all laws of the State of New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and all other provisions of the revised statutes of the State of New Jersey.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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.						

OMNIA[®]

PARTNERS

(<https://www.omniapartners.com>)

Become a Participant

OMNIA[®]

PARTNERS



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector (www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

By checking this box, I indicate that I have read and agree to the Terms and Conditions

By checking this box, I indicate that I have read and understand our [Privacy Notice](#)

(https://cdn2.hubspot.net/hubfs/5057791/Public%20reg/Website_Terms_of_Use.pdf) and accept and agree to be bound by these [Terms of Use](#)

(<https://cdn2.hubspot.net/hubfs/5057791/Public%20reg/Website%20Privacy%20Notice.pdf>)

CONTINUE

**TOWNSHIP OF VERNON
RESOLUTION #24-183**

**RESOLUTION AUTHORIZING PURCHASE OF SCHWARZE A8SE SWEEPER
AND ACCESSORIES THROUGH SOURCEWELL NATIONAL COOPERATIVE
#093021-SWZ THROUGH H.A. DEHART & SON INC.**

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

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

WHEREAS, the Township of Vernon has the need to procure certain Schwarze A8SE Sweeper and accessories in accord with the Local Publics Contract Law N.J.S.A. 40A:11-1 et. Seq., and;

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

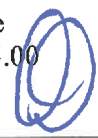
WHEREAS, the regulations as set forth within Local Finance Notice LFN 2012-10 have been fully complied with, and;

WHEREAS the equipment and corresponding Sourcewell National Cooperative contract is #093021-SWZ distributed by H.A. Dehart & Son, 311 Crown Point Road, Thorofare, NJ 08086-9999; and

WHEREAS the quoted cost under the Sourcewell National Cooperative is contract \$437,145.00; an

WHEREAS, the Chief Financial Officer has determined, and certified available funds are available in the amount of \$437,145.00 from Line Item: C-04-24-010 with an effective date of July 18, 2024.

NOW THEREFORE BE IT RESOLVED THAT, the Mayor is hereby authorized to effectuate the purchase of herein approved equipment through H.A. Dehart & Son, 311 Crown Point Road, Thorofare, NJ 08086-9999 for the approved cost of \$437,145.00 from Sourcewell contract #093021-SWZ.

Certification of Funds Account: C-04-24-010 Various Purpose Ordinance Amount: \$437,145.00 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 June 24, 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

National Cooperative Form

NAME OF NATIONAL COOPERATIVE	CONTRACT NUMBER	ITEM OR SERVICE
Sourcewell	#093021-SWZ	(1) SCHWARZE A8SE TWISTER WITH STANDARD EQUIPMENT
VENDOR	H.A. Dehart & Son 311 Crown Point Road Thorofare, NJ 08086-9999	
DATES OF CONTRACT	Maturity Date: 11/16/2025	
DATE OF BID ADVERTISEMENT	8/12/2021	
DATE OF BID OPENING	9/30/2021	
RESOLUTION NUMBER/ DATE OF JOINING THE COOPERATIVE	5/14/2018	18-142
VENDOR COMPLIANCE	BUSINESS REGISTRATION	Y
	RUSSIA/ BELARUS/ IRAN	Y
	AFFIRMATIVE ACTION CEIR/ AA302?	Y
SAVINGS COMPARISON	<p data-bbox="680 1155 1027 1186"><u>QUOTED PRICE AND DETAILS</u></p> <p data-bbox="688 1226 1019 1325">H.A. DeHart & Son supplied Schwarze A8SE Sweeper and accessories for \$437,145.00</p>	<p data-bbox="1089 1155 1403 1213"><u>COMPARABLE PRICE AND DETAILS</u></p> <p data-bbox="1068 1226 1422 1465">In examining anticipated prices and comparable to other state contract offerings or bid process and expenses, the Sourcewell cooperative offered the best service and price</p>



Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Schwarze Industries, Inc., 1055 Jordan Road, Huntsville, AL 35811 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Schwarze Industries, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/22/2021 | 8:54 AM CST

DocuSigned by:
M.J. DuBois
By: C65CBA257A53411...
M.J. DuBois, President, DuCo, LLC
Title: Authorized Contract Administrator
Date: 11/15/2021 | 10:16 AM PST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/22/2021 | 10:13 AM CST

**TOWNSHIP OF VERNON
RESOLUTION #24-184**

**RESOLUTION AUTHORIZING PURCHASE OF DUMP BODY ACCESSORIES
THROUGH SOURCEWELL NATIONAL COOPERATIVE 080818-HPI THROUGH
HENDERSON PRODUCTS INC.**

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

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

WHEREAS, the Township of Vernon has the need to procure certain dump body replacements and accessories in accord with the Local Publics Contract Law N.J.S.A. 40A:11-1 et. Seq., and;

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


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

WHEREAS the equipment and corresponding Sourcewell National Cooperative contract is 080818-HPI for Henderson Products Inc 94 North Dell Avenue Kenil, NJ 07847; and

WHEREAS the quoted cost under the Sourcewell National Cooperative is contract \$96,000.00; and

WHEREAS, the Chief Financial Officer has determined, and certified available funds are available in the amount of \$96,000.00 from Line Item: C-04-24-010 Various Purpose Ordinance 24-10 with an effective date of July 18, 2024.

NOW THEREFORE BE IT RESOLVED THAT, the Mayor is hereby authorized to effectuate the purchase of herein approved equipment through Henderson Products Inc 94 North Dell Avenue Kenil, NJ 07847 for the approved cost of \$96,000.00 from Sourcewell contract 080818-HPI.

Certification of funds Account: C04-24-10 Amount: \$96,000.00 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 June 24, 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

National Cooperative Form

NAME OF NATIONAL COOPERATIVE	CONTRACT NUMBER	ITEM OR SERVICE
Sourcewell	080818-HPI	Dump Body
VENDOR	Henderson Products Inc.	
DATES OF CONTRACT	Maturity Date: 10/29/2024	
DATE OF BID ADVERTISEMENT	8/24/2021	
DATE OF BID OPENING	10/12/2021	
RESOLUTION NUMBER/ DATE OF JOINING THE COOPERATIVE	5/14/2018	18-142
VENDOR COMPLIANCE	BUSINESS REGISTRATION	Y
	RUSSIA/ BELARUS/ IRAN	Y
	AFFIRMATIVE ACTION CEIR/ AA302?	Y
SAVINGS COMPARISON	<u>QUOTED PRICE AND DETAILS</u> Henderson Supplied Dump Body and accessories for \$96,000.00	<u>COMPARABLE PRICE AND DETAILS</u> In examining anticipated prices and comparable to other state contract offerings or bid process and expenses, the Sourcewell cooperative offered the best service and price

TOWNSHIP OF VERNON

Resolution #24-185

RESOLUTION AUTHORIZING PURCHASE OF FREIGHTLINER 108SD AND ACCESSORIES THROUGH SOURCEWELL NATIONAL COOPERATIVE 080818-HPI THROUGH HENDERSON PRODUCTS INC.

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

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

WHEREAS, the Township of Vernon has the need to procure certain Freightliner Single Axles 108sd and accessories in accord with the Local Publics Contract Law N.J.S.A. 40A:11-1 et. Seq., and;

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


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

WHEREAS the equipment and corresponding Sourcewell National Cooperative contract is 080818-HPI for Henderson Products Inc 94 North Dell Avenue Kenvil, NJ 07847; and

WHEREAS the quoted cost under the Sourcewell National Cooperative is contract \$242,232.00; and

WHEREAS, the Chief Financial Officer has determined, and certified available funds are available in the amount of \$242,232.00 Line Item: C-04-24-010 with an effective date of July 18, 2024.

NOW THEREFORE BE IT RESOLVED THAT, the Mayor is hereby authorized to effectuate the purchase of herein approved equipment through Henderson Products Inc 94 North Dell Avenue Kenvil, NJ 07847 for the approved cost of \$242,232.00 from Sourcewell contract 080818-HPI.

Certification of Funds Account: C-04-24-010 Amount: \$242,232.00 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 June 24, 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

National Cooperative Form

NAME OF NATIONAL COOPERATIVE	CONTRACT NUMBER	ITEM OR SERVICE
Sourcewell	080818-HPI	Freightliner Chassis Model: 108SD
VENDOR	Henderson Products Inc.	
DATES OF CONTRACT	Maturity Date: 10/29/2024	
DATE OF BID ADVERTISEMENT	8/24/2021	
DATE OF BID OPENING	10/12/2021	
RESOLUTION NUMBER/ DATE OF JOINING THE COOPERATIVE	5/14/2018	18-142
VENDOR COMPLIANCE	BUSINESS REGISTRATION	Y
	RUSSIA/ BELARUS/ IRAN	Y
	AFFIRMATIVE ACTION CEIR/ AA302?	Y
SAVINGS COMPARISON	<u>QUOTED PRICE AND DETAILS</u> Henderson Supplied Chassis Chassis Make: 108SD and accessories for \$242,232.00	<u>COMPARABLE PRICE AND DETAILS</u> In examining anticipated prices and comparable to other state contract offerings or bid process and expenses, the Sourcewell cooperative offered the best service and price

TOWNSHIP OF VERNON

RESOLUTION #24-186

**RESOLUTION AUTHORIZING FIREWORKS TO BE DISPLAYED
ON JULY 4, 2024 WITHIN THE TOWNSHIP OF VERNON**

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

WHEREAS, Mountain Creek has submitted an application to Vernon Township to conduct fireworks display on July 4, 2024 to be held at Mountain Creek Resort, 200 RT 94; and

WHEREAS, the proposed fireworks display location will be on the Mountain Creek Resort Property Grounds, Block 531 Lot 4 as noted on application Site Map; and

WHEREAS, Mountain Creek Resort has engaged in a contract with Garden State Fireworks, Millington, NJ, to perform the public fireworks and special effects display and has provided the required certificate of liability insurance to the Township.

NOW THEREFORE BE IT RESOLVED that the Council of the Township of Vernon, in the County of Sussex, hereby authorizes the firework display, performed by Garden State Fireworks Inc. on July 4, 2024 at Mountain Creek Resort, located at 200 Route 94, Vernon, upon satisfaction of all statutory and departmental requirements.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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 Department of Fire Prevention
 21 Church Street
 Vernon, NJ 07462
 Tel: 973-764-4055, ext. 2271 • Fax: 973-764-4167
 www.vernontwp.com

531/4

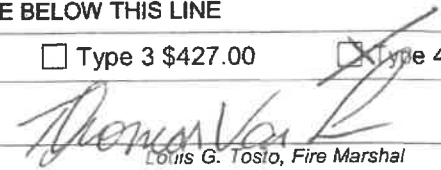
Fire Safety Permit Application

Pursuant to the provisions of New Jersey's Uniform Fire Code [N.J.A.C. 5:70-2.7(a)], permits shall be required and obtained from the local enforcement agency for the activities specified in this section, except where they are an integral part of a process or activity by reason of which the use is required to be registered and regulated as a life hazard use. Permits shall at all times be kept in the premises designated therein and shall at all times be subject to inspection by the fire marshal.

Please make checks payable to Vernon Township Department of Fire Prevention

Application Date: April 22, 2024

APPLICANT INFORMATION		
Applicant Name August Santore		
Applicant Address 383 Carlton Road, Millingotn, NJ 07946		
Business Name Garden State Fireworks, Inc.		
Telephone Number 908-647-1086	Fax Number 908-647-6258	Emergency Number 908-464-1080
ACTIVITY/LOCATION INFORMATION		
Location where activity will occur: Mountain Creek Resort Grounds		
Duration (choose one): <input checked="" type="checkbox"/> Permit requested for the following date(s): July 4, 2024 <input type="checkbox"/> Permit requested for one year - expiration date:		
The above named applicant hereby requests permission to conduct the following activity at the above indicated location: 4th of July Fireworks Display		
And/or for the keeping, storage, occupancy, use, sale, handling or manufacturing of the following: Fireworks 1.3G UN0335		
State quantities and methods for each category of material to be stored or used: List of materials attached. Fireworks are to be stored in locked company truck		
CERTIFICATION		
I hereby certify that I have read this application, that all statements and information submitted are true and that I agree to comply with the requirements of the New Jersey Uniform Fire Code as well as any specific conditions imposed by the Fire Marshal and if I fail to do so, this permit may be revoked and I will be subject to penalties as provided by law.		
Applicant's Signature <i>August N. Santore</i>	Print Name and Title August Santore, Vice President	Date April 22, 2024

OFFICIAL USE ONLY—DO NOT WRITE BELOW THIS LINE				
Permit Type:	<input type="checkbox"/> Type 1 \$54.00	<input type="checkbox"/> Type 2 \$214.00	<input type="checkbox"/> Type 3 \$427.00	<input checked="" type="checkbox"/> Type 4 \$641.00
<input type="checkbox"/> Conditions Imposed	<input type="checkbox"/> Denied	<input checked="" type="checkbox"/> Approved		
Check/MO #: 4125	Rec'd By: <i>mw</i>	 Louis G. Tosio, Fire Marshal		

Arrayal

Mountain Creek Resort

Opening:

<u>6</u>	3"	<i>Announcement Flash Light Salute with tail</i>
<u>72</u>	1"-2"	<i>Assorted Multi-Effects</i>
<u>10</u>	2.5"	<i>Assorted Special Effect Shells</i>
<u>10</u>	2.5"	<i>Assorted Star Shells</i>
<u>10</u>	2.5"	<i>Titanium Report</i>
<u>2</u>	4"	<i>Bumper Harvest Shell</i>
<u>1</u>	4"	<i>Color Changing Peony and Reports</i>
<u>1</u>	4"	<i>Color Changing Peony with Color Changing Pistol</i>

Body:

<u>120</u>	3"	<i>Assorted Chrysanthemum Peony Pattern & Reports</i>
<u>18</u>	4"	<i>Special Effect Pastel Color Shells</i>
<u>12</u>	4"	<i>Large Spreading & Special Breaking Multi-Effect Shells</i>
<u>24</u>	4"	<i>Assorted Peony Chrysanthemum & Report</i>
<u>36</u>	4"	<i>Palms Comets Rings, Falling leaves</i>

Grand Finale:

<u>72</u>	1"-2"	<i>Assorted Effects with color and staccatto</i>
<u>40</u>	2.5"	<i>Assorted Color Star Shells</i>
<u>30</u>	2.5"	<i>Fancy Colors and Report Mine Shells</i>
<u>40</u>	3'	<i>Color and lightning Flashes 3,000 crackling effects</i>
<u>40</u>	3"	<i>Assorted Color Strobing Stars 2,000 bright flashes</i>
<u>30</u>	3"	<i>Fancy Gold Spider</i>
<u>40</u>	3"	<i>Titanium Reports</i>
<u>2</u>	4"	<i>Glittering Silver Color Changing Red, White and Blue</i>
<u>2</u>	4"	<i>Color Changing Chrysanthemum</i>
<u>2</u>	4"	<i>Silver Rain Chrysanthemum</i>
<u>2</u>	4"	<i>Assorted Color Chrysanthemum & Reports</i>

Total Pieces Shots and Effects:

4,622

Total Program Value

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
PHONE: (205) 854-5806
FAX: (205) 854-5899

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO. 414032

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER	Admiral Insurance Company	POLICY NO. CA000016477-13
NAMED INSURED	Garden State Fireworks, Inc. New Vernon Fireworks P.O. Box 403 Millington, NJ 07946	
POLICY TERM	March 1, 2024 to March 1, 2025; Both Days 12:01 A.M. Standard Time	
COVERAGE	Commercial General Liability:	<input checked="" type="checkbox"/> Occurrence Basis <input type="checkbox"/> Claims Made Basis
LIMIT OF LIABILITY	\$5,000,000 each occurrence, \$10,000,000 general aggregate, \$6,000,000 products/completed operations aggregate The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.	
INSURED OPERATIONS	Public fireworks display and special effects contractor	

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured excludes liability for bodily injury or property damage arising from the Additional Insureds own negligent acts or omissions or from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME(S) OF
ADDITIONAL INSURED(S)**

MOUNTAIN CREEK RESORTS, INC.
200 ROUTE 94
VERNON, NJ 07462

TOWNSHIP OF VERNON NJ MOUNTAIN CREEK RESORT, INC.

DISPLAY LOCATION	DISPLAY DATE(S)
MOUNTAIN CREEK RESORT PROPERTY	JULY 4, 2024

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

APRIL 22, 2024

DATE OF ISSUE


A.J. STRINGER, PRESIDENT

FIREWORKS DISPLAY
HOLD HARMLESS AGREEMENT

Between the Township of Vernon & Mountain Creek Resort, Inc. and Garden State Fireworks Inc.
(Contractor).

WITNESSETH:

1. GARDEN STATE FIREWORKS INC. (Contractor) agrees to release, indemnify, and hold harmless the Township of Vernon & Mountain Creek Resort, Inc. from any losses for bodily injury and/or property damage, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers, or their representatives, arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with the limits of liability described below:

Workers Comp/Employers Liability:	<u>\$1,000,000.00</u>
General Liability:	<u>\$5,000,000.00</u>
Automobile Liability:	<u>\$5,000,000.00</u>
Umbrella Liability:	<u>N/A</u>

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other*:

Event:	<u>Fireworks Display</u>
Date:	<u>July 4, 2024</u>
Rain Date:	<u>open</u>

* Should the rain date not be used, this agreement shall apply to any day designated by Township of Vernon & Mountain Creek Resort, Inc. as the date of display:

WITNESS: Nicole Szoman

SIGNED: August N. Santore
(Contractor)

DATED: April 22, 2024

DIVISION OF FIRE SAFETY STATE OF N.J.
FIREWORKS COMPANY REQUIREMENTS - 2024
Mountain Creek Resort – July 4, 2024

1. TOTAL NUMBER OF SHELLS ARE LISTED ON THE FIRE PERMIT APPLICATION
2. TOTAL, IF ANY, ARE LISTED ON THE FIRE PERMIT APPLICATION
3. NOT APPLICABLE
4. DISPLAY TO BE HAND FIRED AND OR ELECTRICAL FIRE CERTIFIED OPERATOR IS: **JOHN GRIMES AND CREW**
5. DELIVERY TO SITE WILL BE APPROXIMATELY 2:00 P.M. TO 3:00 P.M. UNTIL COMPLETION AT APPROXIMATELY 5:00 TO 7:00 P.M.
6. INSURANCE CERTIFICATE ISSUED AND ON FILE WITH THE PROPER OFFICIAL
7. AGREED AND UNDERSTOOD
8. AGREED AND UNDERSTOOD
9. **JOHN GRIMES & CREW**
10. AGREED AND UNDERSTOOD
11. WE ATTEST TO THE UNDERSTANDING OF ALL RULES AND REGULATIONS AND THE DISPLAY WILL BE IN ACCORDANCE WITH NFPA 1123,1124 AND NJAC 5:70-F-3100. THE DISPLAY WILL BE IN COMPLIANCE WITH THE SAME.

August N. Santore V-Pres August N. Santore

Date : April 22, 2024

Display Company Representative

State of New Jersey
Department of Community Affairs
Division of Fire Safety
101 S. Broad St.
P. O. Box 809
Trenton, NJ 08625-0809
(609) 633-6132
Fax (609) 633-6330



DISPLAY COMPANY REQUIREMENTS

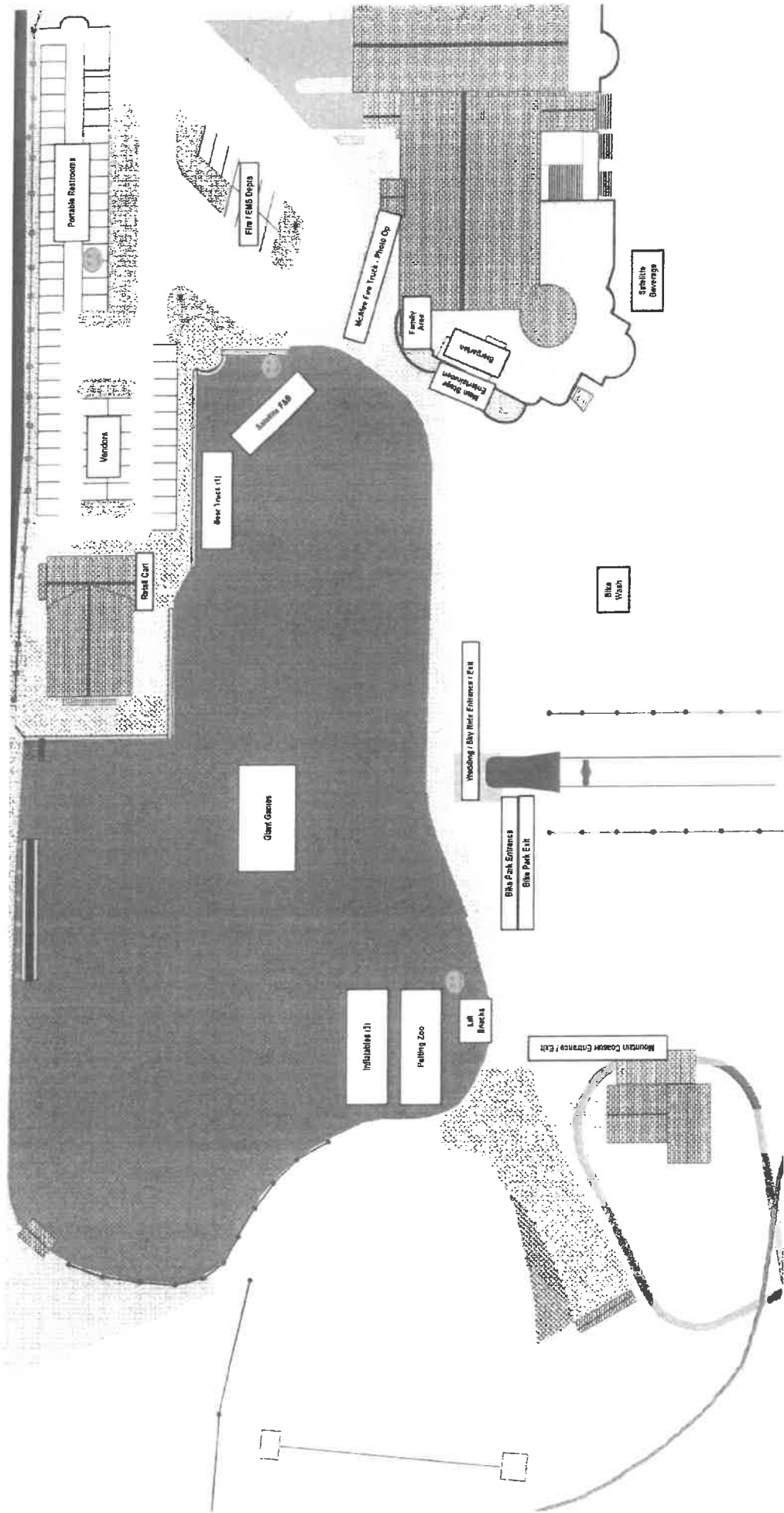
1. Provide total number of shells and sizes (U.S. diameter) being used.
2. Provide types and amounts of ground (set pieces) or low-level devices (cakes, candles) to be used.
3. For displays fired from barges or roof tops, provide documentation, including all calculations that the discharge area meets or exceeds the requirements of NFPA 1123 (2014 Edition) Section 6.3 Platform Sizing Requirements
4. Indicate method in which the display will be fired. If it is an electrically-fired display, provide name of N. J. Department of Labor licensed operator. Operator must have valid license in their possession at display site.
5. Provide timetable of: delivery of fireworks to site; set-up; live load; and display time.
6. Provide Certificate of Insurance (general and auto liability) in the amount of not less than \$500,000.00. The certificate must be valid for duration of event, including rain dates.
7. The use of salutes / reports up to 5" in diameter are permitted, provided the requirements of NFPA 1123 (2014 edition) Section 4.1.7 are obeyed.
8. No display shall be fired if winds exceed 25 MPH.
9. Provide the name of the lead operator who will be representing the display company.
10. Submit a post-display report via RIMS Online within 48 hours of display.
Report must include the following: display information; time that the search of fallout zone was conducted and the results; any product malfunctions; and any injuries.
11. Provide a letter attesting to the understanding of all of the above requirements as well as requirements set forth in Chapter 56 of the 2015 International Fire Code – New Jersey Editions and NFPA 1123 (2014 edition), 1124 (2006 edition), and 1126 (2011 edition) and that the display will be in compliance with the same.

August N. Santore 4/22/24
Display Company Representative Date

ALL REQUIRED INFORMATION MUST BE SUBMITTED THROUGH RIMS ONLINE WITH THE PERMIT APPLICATION. FAILURE TO PROVIDE THE REQUIRED INFORMATION WILL RESULT IN DELAYS WHICH COULD AFFECT THE PROCESSING OF THE PERMIT. SPECIFIC CODE SECTIONS FROM THE 2015 INTERNATIONAL FIRE CODE NEW JERSEY EDITION MAY BE VIEWED BY GOING TO THE FOLLOWING WEBSITE:

<http://codes.iccsafe.org/public/document/details/toc/1172>

MUNICIPAL/SPONSOR REQUIREMENTS ARE ON PAGE 1 OF THIS FORM.



THIS AGREEMENT is made on this 20 day of October 2022, between GARDEN STATE FIREWORKS, I hereinafter known and designated as The Party of the First Part Mountain Creek Resort hereinafter known as the designated Party of the Second Part.

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree as follow:

1. The Party of the First Part agrees to furnish to the Party of the Second Part on the Resort Property Grounds July 4th, 2023 in a location to be designated by the Party of the Second Part and approved by the Party of the First Part, an exhibition of fireworks.
2. The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all Necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.
3. The Party of the First Part and The Party of the Second Part agree to a postponement of the said display in the event of inclement weather, on July 8, 2023 at an additional cost of FIFTEEN PERCENT of the total contract amount. Postponements may be scheduled only within the period terminating JANUARY, 2024 after the original scheduled date of the display; thereafter the display will be considered to be canceled. In the event of cancellation, the Party of the Second Part agrees to additional payment of FIFTY PERCENT, to bring the total of payments to ONE HUNDRED PERCENT of the total contract amount.
4. The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage. The Party of the First Part agrees to hold harmless the Party of the Second Part. The Party of the Second Part agrees to hold harmless the Party of the First Part of all and any claims, legal fees incurred outside the operations or the control of the Party of the First Part.
5. The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.
6. The Party of the Second Part agrees to produce any and all permits which may be required by municipal authorities for the discharging of the said fireworks display at their own expense.
7. The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC. as the primary contractor for the said display.
8. Upon delivery of the said display, the full balance for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope before of immediately following the discharging of the display.
9. Total contract \$25,000.00 United State dollars excluding permit fees.

WITNESS:



WITNESS

GARDEN STATE FIREWORKS, INC.

BY 
August N. Santore

DocuSigned by:

Mountain Creek Resort
Evan Kovach

TOWNSHIP OF VERNON

RESOLUTION #24-187

**REFUND OVERPAYMENT
(Block 527 Lot 338 – Garcia)**

BE IT RESOLVED, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to Danielle Garcia in the amount of \$1091.56 representing refund for overpayment of 3rd qtr. 2023 property taxes for Block 527 Lot 338.

OWNER	BLOCK	LOT	REFUND AMOUNT
Garcia	527	338	\$1091.56
		TOTAL:	\$1091.56

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-188

**REFUND OVERPAYMENT
(Block 106 Lot 43 – HUMPHREYS)**

BE IT RESOLVED, by the Council of the Township of Vernon, Vernon, New Jersey, that a warrant be drawn to Amy Humphreys in the amount of \$2056.27 representing refund for overpayment of 3rd qtr. 2023 property taxes for Block 106 Lot 43.

OWNER	BLOCK	LOT	REFUND AMOUNT
Humphreys	106	43	\$2056.27
		TOTAL:	\$2056.27

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-189

**RESOLUTION AUTHORIZING FIREWORKS TO BE DISPLAYED
ON JULY 6, 2024 WITH RAINDATE ON JULY 20, 2024
WITHIN THE TOWNSHIP OF VERNON**

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

WHEREAS, Tall Timbers Property Owner’s Association has submitted an application to Vernon Township to conduct fireworks display on July 6, 2024, with rain date July 20, 2024 to be held at Tall Timbers, 100 Tall Timbers Road per site map provided; and

WHEREAS, Tall Timbers Property Owner’s Association has engaged in a contract with Garden State Fireworks, Inc., Millington, NJ, to perform the public fireworks and special effects display and has provided the required certificate of liability insurance to the Township.

NOW THEREFORE BE IT RESOLVED that the Council of the Township of Vernon, in the County of Sussex, hereby authorizes the firework display, performed by Garden State Fireworks Inc. on July 6, 2024, with rain date of July 20, 2024, at Tall Timbers, located at 100 Tall Timbers Road, Vernon, upon satisfaction of all statutory and departmental requirements.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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 Department of Fire Prevention
 21 Church Street
 Vernon, NJ 07462
 Tel: 973.764.4055, ext. 2271 • Fax: 973.764.4167
 www.vernontwp.com

Fire Safety Permit Application

291/39

Pursuant to the provisions of New Jersey's Uniform Fire Code [N.J.A.C. 5:70-2.7(a)], permits shall be required and obtained from the local enforcement agency for the activities specified in this section, except where they are an integral part of a process or activity by reason of which the use is required to be registered and regulated as a life hazard use. Permits shall at all times be kept in the premises designated therein and shall at all times be subject to inspection by the fire marshal.

Please make checks payable to Vernon Township Department of Fire Prevention **Application Date:**

APPLICANT INFORMATION		
Applicant Name Andre Kristahn, TTPOA Admin		
Applicant Address 100 Tall Timbers Road, Sussex, NJ 07461		
Business Name Tall Timbers Property Owners Association		
Telephone Number 973.875.1991	Fax Number n/a	Emergency Number
ACTIVITY/LOCATION INFORMATION		
Location where activity will occur: lakeside / oak boat launch		
Duration (choose one): <input checked="" type="checkbox"/> Permit requested for the following date(s): 07.06.2024 <input type="checkbox"/> Permit requested for one year - expiration date:		
The above named applicant hereby requests permission to conduct the following activity at the above indicated location: Fireworks display		
And/or for the keeping, storage, occupancy, use, sale, handling or manufacturing of the following: n/a		
State quantities and methods for each category of material to be stored or used: n/a		
CERTIFICATION		
I hereby certify that I have read this application, that all statements and information submitted are true and that I agree to comply with the requirements of the New Jersey Uniform Fire Code as well as any specific conditions imposed by the Fire Marshal and if I fail to do so, this permit may be revoked and I will be subject to penalties as provided by law.		
Applicant's Signature 	Print Name and Title Andre Kristahn TTPOA Admin	Date 06.18.2024

OFFICIAL USE ONLY--DO NOT WRITE BELOW THIS LINE			
Permit Type:	<input type="checkbox"/> Type 1 \$54.00	<input type="checkbox"/> Type 2 \$214.00	<input type="checkbox"/> Type 3 \$427.00
	<input checked="" type="checkbox"/> Type 4 \$641.00		
<input type="checkbox"/> Conditions Imposed	<input type="checkbox"/> Denied	<input checked="" type="checkbox"/> Approved	
Check/MO #: 641	Rec'd By:	 Louis G. Tosto, Fire Marshal	

Cash

APPLICATION FOR PERMIT

The Uniform Fire Code States:

"It shall be unlawful to engage in any business activity involving the handling, storage or use of hazardous substances, materials or devices; or to maintain, store or handle materials; to conduct processes which produce conditions hazardous to life or property; to install equipment used in connection with such activities; or to establish a place of assembly without first obtaining a permit from the fire official."
(N.J.A.C. 5:18-2.7(A))

NOTE: Each individual act requires a separate permit. There are five types of permits. You should consult your local Fire Official for the number and types of permits required and for information on fees.

Date of Application	Location where activity will occur and proposed date	
June 17, 2024	100 Tall Timbers Road	July 6, 2024 Rain date: open

APPLICANT

Name Garden State Fireworks, Inc.	Address 383 Carlton Road, Millington NJ 07946
State if Corporation Partnership, or as individual	Telephone No. Office 908-647-1086 FAX: 908-647-6258 Emerg. 908-464-1080

The above named applicant hereby requests permission to conduct the following activity at the indicated location Fireworks display for the Tall Timbers Property Association

And for the keeping, storage, occupancy, sale, handling, or manufacture of the following:
1.3G UN0335 Fireworks

(State Quantities for each category to be stored, or used and the method stored or used.) **LIST OF MATERIALS ATTACHED. FIREWORKS ARE DELIVERED TO LAUNCH SITE AND ARE STORED IN LOCKED COMPANY TRUCK UNTIL LOADED TO THEIR MORTARS**

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER, OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE CODE AS WELL AS ANY SPECIFIC CONDITIONS IMPOSED BY THE FIRE OFFICIAL.



 Signed

Vice President

 Title



Tall Timbers POA,
Inc. July 6, 2024

Qty	Size	Description
500	1.5"-2"	Pre-Boxed Special Effects
50	2.5"	Assorted Aerial Shells
500	3"	Assorted Aerial Shells
		Body and Finale will be strong

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
PHONE: (205) 854-5806
FAX: (205) 854-5899

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO. 414111

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER	Admiral Insurance Company	POLICY NO. CA000016477-13
NAMED INSURED	Garden State Fireworks, Inc. New Vernon Fireworks P.O. Box 403 Millington, NJ 07946	
POLICY TERM	March 1, 2024 to March 1, 2025; Both Days 12:01 A.M. Standard Time	
COVERAGE	Commercial General Liability:	<input checked="" type="checkbox"/> Occurrence Basis <input type="checkbox"/> Claims Made Basis
LIMIT OF LIABILITY	\$5,000,000 each occurrence, \$10,000,000 general aggregate, \$6,000,000 products/completed operations aggregate The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.	
INSURED OPERATIONS	Public fireworks display and special effects contractor	

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured excludes liability for bodily injury or property damage arising from the Additional Insureds own negligent acts or omissions or from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME(S) OF
ADDITIONAL INSURED(S)**

**TALL TIMBERS PROPERTY ASSOCIATION
100 TALL TIMBERS ROAD
SUSSEX, NJ**

DISPLAY LOCATION

DISPLAY DATE(S)

100 TALL TIMBERS ROAD

JULY 6, 2024 RAIN DATE: OPEN

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

**JUNE 18, 2024
DATE OF ISSUE**


A.J. STRINGER, PRESIDENT

FIREWORKS DISPLAY
HOLD HARMLESS AGREEMENT

Between the **Vernon, NJ & Tall Timbers Owners Association** and **Garden State Fireworks Inc.**
(Contractor).

WITNESSETH:

1. GARDEN STATE FIREWORKS INC. (Contractor) agrees to release, indemnify, and hold harmless the **Vernon, NJ & Tall Timbers Owners Association** from any losses for bodily injury and/or property damage, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers, or their representatives, arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with the limits of liability described below:

Workers Comp/Employers Liability:	<u>\$1,000,000.00</u>
General Liability:	<u>\$5,000,000.00</u>
Automobile Liability:	<u>\$5,000,000.00</u>
Umbrella Liability:	<u>N/A</u>

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other*:

Event:	<u>Fireworks Display</u>
Date:	<u>July 6, 2024</u>
Rain Date:	<u>open</u>

* Should the rain date not be used, this agreement shall apply to any day designated by **Vernon, NJ & Tall Timbers Owners Association** as the date of display:

WITNESS: Kimberly Thomasson

SIGNED:

August Santore
(Contractor)

DATED: June 18, 2024

DIVISION OF FIRE SAFETY STATE OF N.J.

FIREWORKS COMPANY REQUIREMENTS - 2024
TALL TIMBERS PROPERTY OWNERS' ASSOCIATION-
JULY 6, 2024

1. TOTAL NUMBER OF SHELLS ARE LISTED ON THE FIRE PERMIT APPLICATION
2. TOTAL, IF ANY, ARE LISTED ON THE FIRE PERMIT APPLICATION
3. NOT APPLICABLE
4. DISPLAY TO BE HAND FIRED AND OR ELECTRICAL FIRE CERTIFIED
OPERATOR IS: **SCOTT SUGARMAN AND CREW**
5. DELIVERY TO SITE WILL BE APPROXIMATELY 2:00 P.M. TO 3:00 P.M. UNTIL
COMPLETION AT APPROXIMATELY 5:00 TO 7:00 P.M.
6. INSURANCE CERTIFICATE ISSUED AND ON FILE WITH THE PROPER
OFFICIAL
7. AGREED AND UNDERSTOOD
8. AGREED AND UNDERSTOOD
9. **SCOTT SUGARMAN & CREW**
10. AGREED AND UNDERSTOOD
11. WE ATTEST TO THE UNDERSTANDING OF ALL RULES AND REGULATIONS
AND THE DISPLAY WILL BE IN ACCORDANCE WITH NFPA 1123,1124 AND NJAC
5:70-F-3100. THE DISPLAY WILL BE IN COMPLIANCE WITH THE SAME.

August N. Santore V-Pres August Santore

Date : June 18, 2024

Display Company Representative

State of New Jersey
Department of Community Affairs
Division of Fire Safety
101 S. Broad St.
P. O. Box 809
Trenton, NJ 08625-0809
(609) 633-6132
Fax (609) 633-6330



DISPLAY COMPANY REQUIREMENTS

- 1. Provide total number of shells and sizes (U.S. diameter) being used.
- 2. Provide types and amounts of ground (set pieces) or low-level devices (cakes, candles) to be used.
- 3. For displays fired from barges or roof tops, provide documentation, including all calculations that the discharge area meets or exceeds the requirements of NFPA 1123 (2014 Edition) Section 6.3 Platform Sizing Requirements
- 4. Indicate method in which the display will be fired. If it is an electrically-fired display, provide name of N. J. Department of Labor licensed operator. Operator must have valid license in their possession at display site.
- 5. Provide timetable of: delivery of fireworks to site; set-up; live load; and display time.
- 6. Provide Certificate of Insurance (general and auto liability) in the amount of not less than \$500,000.00. The certificate must be valid for duration of event, including rain dates.
- 7. The use of salutes / reports up to 5" in diameter are permitted, provided the requirements of NFPA 1123 (2014 edition) Section 4.1.7 are obeyed.
- 8. No display shall be fired if winds exceed 25 MPH.
- 9. Provide the name of the lead operator who will be representing the display company.
- 10. Submit a post-display report via RIMS Online within 48 hours of display. Report must include the following: display information; time that the search of fallout zone was conducted and the results; any product malfunctions; and any injuries.
- 11. Provide a letter attesting to the understanding of all of the above requirements as well as requirements set forth in Chapter 56 of the 2015 International Fire Code – New Jersey Editions and NFPA 1123 (2014 edition), 1124 (2006 edition), and 1126 (2011 edition) and that the display will be in compliance with the same.

06/05/24

August Santore

06/18/2024

Display Company Representative Date

ALL REQUIRED INFORMATION MUST BE SUBMITTED THROUGH RIMS ONLINE WITH THE PERMIT APPLICATION. FAILURE TO PROVIDE THE REQUIRED INFORMATION WILL RESULT IN DELAYS WHICH COULD AFFECT THE PROCESSING OF THE PERMIT. SPECIFIC CODE SECTIONS FROM THE 2015 INTERNATIONAL FIRE CODE NEW JERSEY EDITION MAY BE VIEWED BY GOING TO THE FOLLOWING WEBSITE:

<https://codes.iccsafe.org/public/document/details/toc/1172>

MUNICIPAL/SPONSOR REQUIREMENTS ARE ON PAGE 1 OF THIS FORM.

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

THIS LICENSE IS NOT VALID FOR SALE OR OTHER DISPOSITION OF EXPLOSIVES

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	8-NJ-027-20-7D-00096
Chief, Federal Explosives Licensing Center (FELC)	<i>Mama Howard</i>	Expiration Date	April 1, 2027

Name
GARDEN STATE FIREWORKS, INC

Premises Address (Changes? Notify the FELC, at least 10 days before the move.)
**383 CARLTON RD
MILLINGTON, NJ 07946-0000**

Type of License or Permit
20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**GARDEN STATE FIREWORKS, INC
PO BOX 403
MILLINGTON, NJ 07946-0000**

Licensee/Permittee Responsible Person Signature	Position/Title
_____	_____
Printed Name	Date

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete GARDEN STATE FIREWORKS, INC 383 CARLTON RD MILLINGTON, NJ 07946-0000 APRIL 1, 2027 20-MANUFACTURER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **GARDEN STATE FIREWORKS, INC**

Business Name: _____

License/Permit Number: **8-NJ-027-20-7D-00096**

License/Permit Type: **20-MANUFACTURER OF EXPLOSIVES**

Expiration: **April 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03-08-2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER COVER ME INS AGCY OF NJ 610-618 WEST ST. GEORGES AVE LINDEN, NJ 07036	CONTACT NAME: _____	
	PHONE (A/C No. Ext.): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____	
INSURED GARDEN STATE FIREWORKS INC PO BOX 403 MILLINGTON, NJ 07946	INSURER(S) AFFORDING COVERAGE INSURER A : TRAVELERS INSURANCE COMPANY	NAIC # _____
	INSURER B : _____	
	INSURER C : _____	
	INSURER D : _____	
	INSURER E : _____	
	INSURER F : _____	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6SPP 0W895760	03-08-2024	03-08-2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER GARDEN STATE FIREWORKS INC PO BOX 403 MILLINGTON, NJ 07946	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE	FAX (A/C, No): 216-658-7101													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER B : Axis Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance Company	10120	INSURER B : Axis Surplus Insurance Company	26620	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Garden State Fireworks Inc. 383 Carlton Road Millington NJ 07946	8546														

COVERAGES **CERTIFICATE NUMBER:** 1956270217 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC'SUBR INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		S18CA00125-241	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		P-001-000087442-06	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Municipal Excess Liability Joint Insurance Fund 9 Campus Drive Suite 16 Parsippany, NJ 07054	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
----------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
GARDEN STATE FIREWORKS, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
222-896-574/000

SEQUENCE NUMBER:
0537204

ADDRESS:
383 CARLTON RD
MILLINGTON NJ 07946-0403

ISSUANCE DATE:
09/08/04

EFFECTIVE DATE:
07/08/88

J.P. & Tully
Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 8614

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2019** to **15-JUN-2026**

GARDEN STATE FIREWORKS, INC.
383 CARLTON ROAD
MILLINGTON NJ 07946



Elizabeth Maher Muoio
EUZABETH MAHER MUOIO
State Treasurer



October 4, 2023

Municipal Excess Liability Joint Insurance Fund
9 Campus Drive, Suite 216
Parsippany, NJ 07054

Dear Mr. Hrubash:

With reference to your bulletin MEL 17-08, Garden State Fireworks, Inc. agrees that we will make a thorough search of the firing and fall out area, after all fireworks displays, and we will dispose of any and all unfired materials.

Under NFPA 1123, 2010 edition, section 4-2 12 states that: following the display, the firing crew shall conduct an inspection of the fallout area for the purpose of finding any unexploded aerial shells or live components. This inspection should be conducted before any public access to the site shall be permitted.

Also enclosed are our automobile and compensation certificates for your review and approval.

Please call our office at 800-999-0912 or Fax 908-647-6258 if you have any questions.

Yours Sincerely,

August N. Santore
CEO

GARDEN STATE FIREWORKS, INC.

Visit our website at: gardenstatefireworks.com



Main Office/Plant: P.O. Box 403, Millington, NJ 07946 1-908-647-1086 1-800-999-0912 Fax: 1-908-647-6258

Regional Offices: PO Box 137821, Clermont, FL 34713 1-352-536-1558
7055 Speedway Blvd., Suite E-103, Las Vegas, NV 89115 1-702-453-0808
41152 Mayberry Avenue, Hemet, CA 92544 1-909-223-0454
Visit our website at: www.gardenstatefireworks.com



U.S. Department
of Transportation
**Federal Aviation
Administration**

Air Traffic Organization
Eastern Service Center

1701 Columbia Avenue
College Park, GA 30337

Dear Fireworks Proponent:

Thank you for informing us of your proposed fireworks display.

Although there are currently no federal regulations specific to fireworks displays, the Federal Aviation Administration (FAA) has been tasked with regulating the safe and efficient use of the navigable airspace (49 U.S.C. § 40103). In recognition of this role in promoting aviation safety, many jurisdictions require notice to the FAA as a condition of approval of a fireworks permit.

We acknowledge your notification and have no objection to the fireworks display, provided it is conducted in a manner that does not create a hazard to other persons or their property. To enhance the safety of your event, we recommend the following actions:

- Fireworks staff should remain vigilant to ensure that no aircraft are in the area prior to beginning the fireworks display.
- If your event is within 5 miles of a public use airport, or if the display will exceed 500 feet Above Ground Level (AGL), contact Leidos Flight Service at 1-877-4-US-NTMS (1-877-487-6867) at least 24 hours (but not more than 7 days) in advance to request a Notice to Air Missions (NOTAM). You will need to provide the following information:
 - Name and address of the person filing the NOTAM
 - Date, time(s), and event location (City, State, and location in reference to the airport)
 - Maximum altitude of the display

This letter should not be construed as superseding or invalidating any existing rules or regulations promulgated by any other federal, state, county, or municipal government which may be required for this display.

If you have any questions regarding this information, please contact our office at (404) 305-5570 or 9-ATO-ESA-OSG-Fireworks@faa.gov

Sincerely,

Matthew Cathcart

Matthew N. Cathcart
Manager, Operations Support Group

TOWNSHIP OF VERNON

RESOLUTION #24-190

AUTHORIZING THE USE OF MORRIS COUNTY COOPERATIVE PRICING COUNCIL FOR PROPOSED IMPROVEMENTS TO VARIOUS STREETS-2024

WHEREAS, the Township of Vernon has a need for contracting services for Proposed Improvements to Various Streets – within Cliffwood Lake, Pleasant Valley Drive, Lake Conway & Margaret Lane; and

WHEREAS, the Morris County Cooperative Pricing Council advertised and received bids for milling & paving through Contract #6; and

WHEREAS, the bids received allowed for vendors to extend their pricing to municipalities who are a member of the Morris County Cooperative Pricing Council, a State regulated County Contract Purchasing System; and

WHEREAS, the Vernon Township Engineer recommends the Township Council award a contract for milling & paving through the use of the Morris County Cooperative Pricing Council to the following contractor:

- 1) Milling & Paving: Riverview Paving, Inc. (Contract # 6) in an amount of **\$644,303.68**;

WHEREAS, the Certified Municipal Finance Officer of the Township of Vernon has certified that the funds for this contract is available in Line Item: C-04-24-010 with an effective date of July 18, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Vernon that the vendors Riverview Paving, Inc be utilized for Proposed Improvements to Various Streets through the respective Morris County Cooperative Pricing Council contracts at the amount not to exceed listed herewith.

This Resolution shall take effect July 18, 2024.

<p style="text-align: center;">Certification of Funds</p> <p>Account#: C-04-24-010 Various Purpose Ordinance 24-10 Amount: not to exceed \$644,303.68 Riverview Paving, Inc.</p> <p>CMFO Signature:  _____</p>

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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.						



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS · PLANNERS · LAND SURVEYORS

ESTABLISHED 1969

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(5/28/84 – 7/27/89)

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NJ – P.E. & L.S., NJ – P.P., NJ – C.M.E.
NY – P.E. & L.S., PA – P.E. & L.S.

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

MATTHEW J. MORRIS
NJ – L.L.A., NJ – P.P.

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

June 18, 2024

VIA E-MAIL

MEMORANDUM TO: Mr. Anthony Rossi, Vernon Township Mayor

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

SUBJECT: RECOMMENDATION OF AWARD OF CONTRACT
Proposed Improvements to Various Streets – 2024
(Cliffwood Lake, Pleasant Valley Drive, Lake Conway, & Margaret Lane)
Milling & Paving per 2024 Morris County Co-op
HPA No. 24-234

Dear Mayor:

After review with the Township Department of Public Works, a list of projects for resurfacing in 2024 was prepared. This list included the following roadways as part of Vernon Township’s 2024 roadway resurfacing plan:

Grandway Terrace	Greentree Road	Lakeview Road
West Lakeview Road	Paradise Trail (South)	Sunset Terrace
East Shore Drive	West Shore Drive	North Shore Drive
South Shore Drive	Mountain Lane	North Meadows Lane
Margaret Lane		

In order to complete the milling and paving work required for the roadways referenced above, I am recommending that the following work be completed by Riverview Paving, Inc. per their bid under the 2024 Morris County Co-op:

1. Riverview Paving, Inc. (Milling and Paving Per the MCCPC Contract No. 6 for District No. 2)

STD. ITEM NO.	ESTIMATE OF QUANTITIES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Milling & Paving (MCCPC)				
1	MILLING, 2" THICK	49,278	SQ. YD.	\$2.81	\$138,471.18
2	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	6,310	TON	\$78.25	\$493,757.50
3	FUEL PRICE ADJUSTMENT	100%	L.S.	\$7,025.00	\$7,025.00
4	ASPHALT PRICE ADJUSTMENT	100%	L.S.	\$5,050.00	\$5,050.00
	Total Estimated Cost of Construction (Milling & Paving - MCCPC):				\$644,303.68

Mr. Anthony Rossi

Page 2

RE: Proposed Improvements to Various Streets – 2024
(Cliffwood Lake, Pleasant Valley Drive, Lake Conway, & Margaret Lane)
Milling & Paving per 2024 Morris County Co-op
June 18, 2024

If you have any questions regarding my recommendation or would like to discuss this project in further detail, please do not hesitate to contact me.

Very truly yours,



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

CLS:mac
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\24-234 - 2024 VARIOUS STREETS RESURFACING\ROSSI - MILLING & PAVING VARIOUS STREETS.DOCX

cc: James Mazzella – Riverview Paving, Inc. (Via E-Mail)

HAROLD E. PELLOW & ASSOCIATES, INC.

Established 1969

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CERTIFICATE OF AUTHORIZATION NO. 24GA27959300

TOWNSHIP OF VERNON

RESOLUTION #24-191

RESOLUTION OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING RESOLUTION #23-237 SPECIFICALLY CONTRACTS FOR PROPOSED IMPROVEMENTS TO MAPLE GRANGE PARK

WHEREAS, Resolution #23-237 was duly adopted by the Township Council on September 25, 2023; and

WHEREAS, said Resolution authorized contracts for Milling & Paving with Schifano Construction Corp and Line Striping with Denville Line Painting, for Improvements to Maple Grange Park in amount of \$63,555.00 and \$5,600.00 respectfully; and

WHEREAS, the Township wishes to amend the resolution by rescinding the contract to Schifano Construction Corp only because project was based on Morris County Cooperative Pricing Council's 2023 awarded contract and that work was not completed in 2023; and

WHEREAS, the contract awarded to Denville Line Painting, Inc., for line striping this project will remain in effect.

NOW THEREFORE IT BE RESOLVED by the Township Council of the Township of Vernon, County of Sussex, State of New Jersey, that the Resolution #23-237 is hereby amended and award to Schifano Construction Corp. for Milling & Paving for Proposed Improvements to Maple Grange Park is hereby rescinded.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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 #23-237

AUTHORIZING THE USE OF MORRIS COUNTY COOPERATIVE PRICING COUNCIL FOR PROPOSED IMPROVEMENTS TO MAPLE GRANGE PARK

WHEREAS, the Township of Vernon has a need for contracting services for Proposed Resurfacing to Maple Grange Park Lower Parking Lot; and

WHEREAS, the Morris County Cooperative Pricing Council advertised and received bids for milling & paving, and line stripping; and

WHEREAS, the bids received allowed for vendors to extend their pricing to municipalities who are a member of the Morris County Cooperative Pricing Council, a State regulated County Contract Purchasing System; and

WHEREAS, the Vernon Township Engineer recommends the Township Council award contracts for milling & paving, and line striping through the use of the Morris County Cooperative Pricing Council to the following contractors:

- 1) Milling & Paving: Schifano Construction Corp. (Contract # 6) in an amount of **\$63,555.00**;
- 2) Line Striping: Denville Line Painting, Inc. (Contract #36) in an amount of **\$5,600.00**;

WHEREAS, the Certified Municipal Finance Officer of the Township of Vernon has certified that the funds for these contracts are available in Account #C-04-23-015 Improvement to Twp. Properties.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Vernon that the vendors Schifano Construction Corp., and Denville Line Painting, Inc., be utilized for the Improvements to Maple Grange Park through the respective Morris County Cooperative Pricing Council contracts at the amounts not to exceed listed herewith.

This Resolution shall take effect immediately according to law.

Certification of Funds
Account#: C-04-23-015 - Imp to Twp Properties
Amount: not to exceed \$63,555.00 Schifano Constr Corp.
Amount: not to exceed 55,600.00 \$5,600.00 Denville Line Painting, Inc.
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 September 25, 2023 7:00 pm in the Vernon Municipal Center.


Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

TOWNSHIP OF VERNON

RESOLUTION #24-192

AUTHORIZING THE USE OF MORRIS COUNTY COOPERATIVE PRICING COUNCIL FOR RESURFACING MAPLE GRANGE PARK LOWER PARKING LOT

WHEREAS, the Township of Vernon has a need for contracting services for Resurfacing Vernon Township Maple Grange Parking Lot; and

WHEREAS, the Morris County Cooperative Pricing Council advertised and received bids for milling & paving through Contract #6; and

WHEREAS, the bids received allowed for vendors to extend their pricing to municipalities who are a member of the Morris County Cooperative Pricing Council, a State regulated County Contract Purchasing System; and


WHEREAS, the Vernon Township Engineer recommends the Township Council award a contract for milling & paving through the use of the Morris County Cooperative Pricing Council to the following contractor:

- 1) Milling & Paving: Riverview Paving, Inc. (Contract # 6) in an amount of **\$57,247.50**;

WHEREAS, the Certified Municipal Finance Officer of the Township of Vernon has certified that the funds for this contract is available in Line Items: C-04-22-010 Various Purpose Ordinance and C-04-23-015 Various Purpose Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Vernon that the vendors Riverview Paving, Inc be utilized for the Resurfacing of Maple Grange Parking Lot through the respective Morris County Cooperative Pricing Council contracts at the amount not to exceed listed herewith.

This Resolution shall take effect immediately according to law.

<p style="text-align: center;">Certification of Funds</p> <p>Account#: C-04-22-010 Various Purpose Ordinance 22-10 C-04-23-015 Various Purpose Ordinance 23-15 Amount: not to exceed \$57,247.50 Riverview Paving, Inc.</p> <p>CMFO Signature: </p>

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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.						



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ANN PELLOW WAGNER
NJ – C.L.A., VA – C.L.A., PA – C.L.A.
(5/26/84 – 7/27/89)

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NY – P.E. & L.S., PA – P.E. & L.S.

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

MATTHEW J. MORRIS
NJ – L.L.A., NJ – P.P.

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

June 18, 2024

VIA E-MAIL

MEMORANDUM TO: Mr. Anthony Rossi, Vernon Township Mayor

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

SUBJECT: RECOMMENDATION OF AWARD OF CONTRACT
Maple Grange Park Lower Parking Lot Resurfacing
Milling and Paving per 2024 Morris County Co-op
HPA No. 23-392

Dear Mayor:

Due to the fact that the 2023 duly executed contract that was originally awarded to Schifano Construction Corp. for milling and paving was based on the Morris County Cooperative Pricing Council's 2023 awarded contract, and that work for that contract was not completed in 2023, I now recommend that Schifano Construction's 2023 contract be rescinded and that a contract be awarded to Riverview Paving, Inc., the low bidder for the MCCPC's 2024 Contract #6 for Milling and Paving, in the amount as shown below:

- Riverview Paving, Inc. (Milling and Paving) Per the 2024 MCCPC Contract No. 6 for District No. 2)

To Be Constructed	Quantity	Unit	Unit Price	Amount
HMA Milling, 2" Thick	4,500	Sq. Yd.	\$2.81	\$12,645.00
Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	570	Ton	\$78.25	\$44,602.50
Total Award Amount:				\$57,247.50

Please note that the unfulfilled 2023 MCCPC contract awarded to Schifano Construction Corp. for milling and paving totaled \$63,555.00, and the 2024 MCCPC contract that I am now recommending be awarded to Riverview Paving, Inc. for milling and paving totals \$57,247.50—a savings to the Township of Vernon of \$6,307.50.

Also, please note that the 2023 contract awarded to Denville Line Painting, Inc. for line striping this project will remain in effect.

Mr. Anthony Rossi
RE: Maple Grange Park Lower Parking Lot Resurfacing
Milling and Paving per 2024 Morris County Co-op
June 18, 2024

Page 2

If you have any questions regarding my recommendation or would like to discuss this in further detail, please do not hesitate to contact me.

Very truly yours,



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

CLS:mac
K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\23-392 - MAPLE GRANGE PARK LOWER PARKING LOT RESURFACING\ROSSI.DOCX

cc: James Mazzella – Riverview Paving, Inc. *(Via E-Mail)*

HAROLD E. PELLOW & ASSOCIATES, INC.

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CERTIFICATE OF AUTHORIZATION NO. 24GA27959300

TOWNSHIP OF VERNON

RESOLUTION #24-193

AUTHORIZING THE USE OF MORRIS COUNTY COOPERATIVE PRICING COUNCIL FOR PROPOSED IMPROVEMENTS TO VARIOUS STREETS - 2024

WHEREAS, the Township of Vernon has a need for contracting services for Proposed Improvements to Various Streets – within Cliffwood Lake, Pleasant Valley Drive, Lake Conway & Margaret Lane; and

WHEREAS, the Morris County Cooperative Pricing Council advertised and received bids for Guide Rails through Contract #26; and

WHEREAS, the bids received allowed for vendors to extend their pricing to municipalities who are a member of the Morris County Cooperative Pricing Council, a State regulated County Contract Purchasing System; and

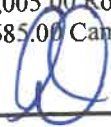
WHEREAS, the Vernon Township Engineer recommends the Township Council award a contract for Guide Rails and Drainage Inlet Accessories through the use of the Morris County Cooperative Pricing Council to the following contractors:

- 1) Guide Rails: Road Safety Systems, LLC (Contract #26) in an amount of **\$183,005.00**;
- 2) Drainage Inlet Access. Campbell Foundry Co. (Contract #14 in an amount of **\$13,685.00**

WHEREAS, the Certified Municipal Finance Officer of the Township of Vernon has certified that the funds for this contract is available from Line Item: C-04-24-010 with an effective date of July 18, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Vernon that the vendors Road Safety Systems, LLC and Campbell Foundry, Co. be utilized for the Improvements to Various Streets-2024 through the respective Morris County Cooperative Pricing Council contracts at the amount not to exceed listed herewith.

This Resolution shall take effect immediately according to law.

Certification of Funds
Account#: C-04-24-010 Various Purpose Ordinance
Amount: not to exceed \$183,005.00 Road Safety Systems
Amount: not to exceed \$13,685.00 Campbell Foundry Co.
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 June 24, 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.						



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(5/26/84 – 7/27/89)

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NJ – P.E., NJ – P.P., NJ – C.M.E.

MATTHEW J. MORRIS
NJ – L.L.A., NJ – P.P.

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

June 18, 2024

VIA E-MAIL

MEMORANDUM TO: Mr. Anthony Rossi, Vernon Township Mayor

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

SUBJECT: RECOMMENDATION OF AWARD OF CONTRACTS
Proposed Improvements to Various Streets – 2024
(Cliffwood Lake, Pleasant Valley Drive, Lake Conway, & Margaret Lane)
Guide Rail & Drainage Inlet Accessories per 2024 Morris County Co-op
HPA No. 24-234

Dear Mayor:

We are planning to utilize the Morris County Co-op contractors to complete guide rail improvements and acquire drainage inlet accessories that will be required for the project referenced above in 2024. With that being stated, I am recommending that the following work be completed under the Morris County Co-op:

1. Road Safety Systems, LLC (Guide Rail Per the MCCPC Contract No. 26)

STD. ITEM NO.	ESTIMATE OF QUANTITIES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Guide Rail (MCCPC)				
13	REMOVAL OF BEAM GUIDE RAIL	2,955	LIN. FT.	\$7.00	\$20,685.00
14	BEAM GUIDE RAIL	1,780	LIN. FT.	\$36.00	\$64,080.00
15	TANGENT GUIDE RAIL TERMINAL, 50' LONG	22	UNIT	\$3,500.00	\$77,000.00
16	TANGENT GUIDE RAIL TERMINAL, 25' LONG	5	UNIT	\$3,500.00	\$17,500.00
17	DELINEATORS, BUTTERFLY REFLECTORS	74	UNIT	\$10.00	\$740.00
18	EXTRA POSTS, FOR OBSTRUCTIONS (IF AND WHERE)	20	UNIT	\$150.00	\$3,000.00
	Total Estimated Cost of Construction (Guide Rail - MCCPC):				\$183,005.00

Mr. Anthony Rossi
 RE: Proposed Improvements to Various Streets – 2024
 (Cliffwood Lake, Pleasant Valley Drive, Lake Conway, & Margaret Lane)
 Guide Rail & Drainage Inlet Accessories per 2024 Morris County Co-op
 June 18, 2024

2. Campbell Foundry Co. (Drainage Inlet Accessories Per the MCCPC Contract No. 14)

STD. ITEM NO.	ESTIMATE OF QUANTITIES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ITEMS TO BE AWARDED USING MCCPC (Drainage Inlet Accessories - MCCPC)				
9	BICYCLE SAFE GRATE	26	UNIT	\$280.00	\$7,280.00
10	TYPE "N" CURB BACK, 6"	3	UNIT	\$206.00	\$618.00
11	TYPE "N" CURB BACK, 8"	27	UNIT	\$206.00	\$5,562.00
12	CURB BACK BOLT SET	30	UNIT	\$7.50	\$225.00
	Total Estimated Cost of Construction (Drainage Inlet Accessories - MCCPC):				\$13,685.00

If you have any questions regarding my recommendations or would like to discuss this project in further detail, please do not hesitate to contact me.

Very truly yours,



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

CLS:mac
 K:\PROJECTS\MUNICIPAL\VERNON\COUNCIL\24-234 - 2024 VARIOUS STREETS RESURFACING\ROSSI - GUIDE RAIL & DRAINAGE INLET ACCESSORIES VARIOUS STREETS.DOCX

cc: VIA E-MAIL
 John Flemming – Road Safety Systems, LLC
 Rocco Tancredi – Campbell Foundry Company

TOWNSHIP OF VERNON

RESOLUTION #24-194

Resolution of the Authorizing the Award of CC# 1-2024 Payroll Processing Vendor Through the Competitive Contacting Process

WHEREAS, the Township has authorized the competitive contract procurement for payroll processing vendors through resolution; and

WHEREAS, the Township received and opened in a public manner competitive contract responses on April 23, 2024, at 10:00 A.M.; and

WHEREAS, the Township established a rating committee, rating the proposals upon the standards of Price and Other Factors, those factors being Technical, Managerial and Cost, in accord with N.J.A.C.5:34-4; and

WHEREAS, the Township received three (3) proposals; and

WHEREAS the report produced by the committee, recommended Action Data Services, 17 Sherwood Lane, Fairfield, New Jersey, 07004 and was made available to the public and governing body at least 48 hours prior to the meeting of the governing body in accord with N.J.S.A 40A:11-4.1 and N.J.A.C 5:34-4; and

WHEREAS, Action Data Services, 17 Sherwood Lane, Fairfield, New Jersey, 07004, has provided a proposal deemed responsive and responsible under the New Jersey Local Publics Contract Law (N.J.S.A.40A:11-1 et. Seq.) as well as most advantageous based upon Price and Other Factors (N.J.A.C. 5:34-4); and

WHEREAS, it is the recommendation that the Township enter into an agreement for services under competitive contract with Action Data Services, 17 Sherwood Lane, Fairfield, New Jersey, 07004, for a period of seven (7) years under the terms and tenets as set forth in the competitive contract procurement.

NOW, THEREFORE, BE IT RESOLVED 1. That the Mayor is authorized to execute contract with Action Data Services, 17 Sherwood Lane, Fairfield, New Jersey, 07004 under the precepts of competitive contract payroll processing vendor CC# 1-2024.

BE IT FURTHER RESOLVED that the Township Clerk shall forward a certified copy of this Resolution to the Business Administrator; Chief Financial Officer; and Purchasing Agent.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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.						

Twp of Vernon
1-2024 Payroll Processing Vernon Twp

Vendor	Technical (Max Points 50)	Managerial (Max Points 40)	Cost (Max Points 10)	Final
Action Data Services	45.00	32.86	8.21	86.07
Primepoint LLC	43.33	31.08	7.33	81.74
People Guru Inc	38.33	25.75	6.44	70.52

Reason for selection: Action Data Services has provided for the most advantageous proposal, cost and other factors considered. This is based upon the ranking system and thorough review of all proposals.

	Primepoint LLC	Action Data Services	People Guru Inc
Technical criteria: (Max Points 50)			
SUB TOTAL TECHNICAL	43.33	45.00	38.33
Management criteria: (Max Points 40)			
SUB TOTAL MANAGERIAL	31.08	32.86	25.75
Cost criteria: (Max Points 10)			
SUB TOTAL COST	7.33	8.21	6.44
RANKINGS POINTS	81.74	86.07	70.52

AGREEMENT TO HOLD PRICES

A. The vendor by signing below agrees as per N.J.S.A 40A:11-4.5 to hold prices beyond the 60 days of award provision.

4 0A:11-4.5. Competitive contracting proposal solicitation (e) Award of a contract shall be made by resolution of the governing body of the contracting unit within 60 days of the receipt of the proposals, **except that the proposals of any vendors who consent thereto, may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.**

Emma Rubin
Vendor

6/17/2024
Date

THIS AGREEMENT made and entered into this day of , 2024

BETWEEN:

TOWNSHIP OF VERNON,

a municipal corporation of the State of New Jersey, with offices located at the Municipal Building, 21 Church Street, Vernon, N.J. 07462, party of the first part, and hereinafter designated as the "TOWNSHIP", and:

Action Data Services

17 Sherwood Lane

Fairfield, New Jersey, 07004

WHEREAS, the TOWNSHIP duly advertised and received competitive contract proposals through CC# 1-2024 on April 23, 2024; and

WHEREAS, the Mayor and TOWNSHIP Council have accepted the bid of the contractor and authorized the execution of this Agreement as cited below.

NOW THEREFORE THE CONTRACTOR AND THE TOWNSHIP, in consideration of the mutual covenants herein, **DO HEREBY AGREE AND CONTRACT** as follows:

1. The Contractor shall and will provide all materials and perform all work required to complete all work in accordance with the Specifications and Contract Documents cited above to provide the following:

CC#1-2024 submittal by Action Data Services attached hereto

The above documents, supplements and addenda are incorporated by reference and made a part of this contract. All documents are intended to supplement each other and together constitute a complete set of Specifications.

2. The Contractor declares and agrees that he will be responsible for the full performance and completion of all work to be done under this contract and by the execution hereof

admits that he has carefully informed himself respect all conditions at the site and pertaining to the work to be done. All work shall be done in a workmanlike manner and in accordance with all applicable laws and regulations.

3. The TOWNSHIP will pay by Voucher and the Contractor will accept in full payment and consideration for performance of the Contractor's obligations hereunder:

Prices at the rates attached for a term of seven (7) years, commencing July 1, 2024 through June 30, 2031

4. All increases in labor rates and material costs that may develop during the performance of the work contemplated by this contract shall be assumed by the Contractor.
5. It is expressly understood that the parties hereof that this contract includes where applicable, the tenets, general conditions and legal requirements as complete within proposal CC#1-2024, as the source of the scope of work and measures of successful performance of the contract.
6. In addition to all other remedies and relief provided by other contract documents, including the Specifications, the Contract shall indemnify, hold and save harmless the Owner, its agents and all representatives thereof, from and against all loss, injury, cause of action, damage and liability to person or property in whatever form and will forever defend in the name of and on behalf of the Owner every suit or cause of action, even if groundless, seeking to enforce any such loss, injury, cause of action, damages and liability to person and property by reason of, arising out of, or in connection with this contract or contract documents, or the failure or neglect or conditions, the aforesaid being in addition to any other right or remedy which the Owner may have against the contractor in law or equity or otherwise.
7. The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or conditions, unforeseen, or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, and the failure of the Owner to insist upon strict performance of any terms, covenants, agreements, provisions or conditions in this contractor in the contract documents, in any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any such terms, covenants, agreements, provisions and conditions, the same shall be the remain in full force and effect with power and authority on the part of the Owner to enforce the same or cause the same to be enforced at any time, without prejudice to the other rights which the Owner may have against the Contractor under this contract or the contract documents.

8. This contract shall inure to the benefit of and be binding to the parties hereto, their respective heirs, executors, administrators, successors and assigns, but it is expressly understood, covenanted, and agreed that this contract shall not be assigned, sold, subcontracted, pledged, mortgaged or set over the Contractor to any person, firm, corporation or association, except upon the expressed written consent of the Owner.

9. During the performance of this contract the Contractor agrees that he will fully comply with the Affirmative Action Requirements as outlined in the Specifications annexed to and incorporated in full in this contract document (P.L. 1975, c.127.).

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its Mayor, attest by its Clerk and its official seal to be hereto affixed, and the said party of the second part has hereunto set his hand and seal or caused these presents to be signed by its proper officers and its corporate seal to be hereto affixed, the day and year first above written.

ATTEST:

TOWNSHIP OF VERNON

ATTEST:

VENDOR NAME

TOWNSHIP OF VERNON

RESOLUTION #24-195

**REFUND FOR TOTALLY DISABLED VETERAN
(Block 82 Lot 14-Schwartz)**

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

WHEREAS, the law exempts said property from taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon hereby authorizes the Tax Collector to refund 2024 property tax in the amount of \$1,863.76 to Corey Schwartz.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 2024 at 7:00 pm in the Vernon Municipal Center.

Marcy Gianattasio, RMC, CMR
Municipal Clerk

VERNON TOWNSHIP COUNCIL

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

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-196

(Block 82 Lot 14 - Schwartz)

CANCELLING TAXES FOR TOTAL DISABLED VETERAN

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Vernon authorizes the Tax Collector to cancel the taxes for 2024 in the amount of \$1,877.21.

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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.						

Submitted by: Lisa A. Kimkowski, CTC

TOWNSHIP OF VERNON

RESOLUTION #24-197

**RENEWAL OF LIQUOR LICENSES IN THE TOWNSHIP OF VERNON
FOR THE 2024-2025 LICENSING TERM**

WHEREAS, all licenses to dispense alcoholic beverages must be renewed and reissued annually no later than June 30, 2024; and

WHEREAS, pursuant to N.J.S.A. 33:1-1 et. seq., the Vernon Township Police Department has made the necessary inspections and reported same to the Township Clerk; and

WHEREAS, all of the licensees have complied with all of the regulations as set forth by the Alcoholic Beverage Control Commission of the State of New Jersey;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Vernon that the following licenses shall be reissued for the 2024-2025 licensing period effective as of July 1, 2024.

PLENARY RETAIL CONSUMPTION

Great Gorge Entertainment LLC 1922-33-003-008
Smokey's Glenwood Grill LLC 1922-33-013-005

CLUB LICENSE

Wallkill Valley Memorial Post 8441 1922-31-010-002

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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 ALCOHOLIC BEVERAGE CONTROL
 P.O. BOX 087, 140 EAST FRONT STREET
 TRENTON, NJ 08625-0087

**MUNICIPAL ISSUED LICENSE
 RENEWAL APPLICATION**

RETAIL LICENSE RENEWAL APPLICATION FOR 2024-2025 LICENSE TERM

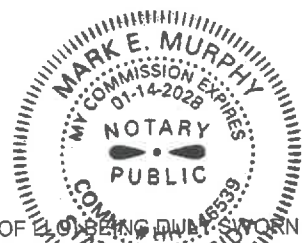
LICENSE NUMBER: 1922-33-003-008
 ISSUING AUTHORITY: _____
 LICENSE TYPE: Plenary Retail Consumption
 LICENSE NAME: Great Gorge Entertainment LLC
 TRADE NAME(S): Hef's Hut Bar & Grill Great Gorge Entertainment LLC
 LICENSED PREMISES ADDRESS: 414 County Route 517
 MAILING ADDRESS (if applicable): Vernon, NJ, 07462

- IS THIS LICENSE BEING ACTIVELY USED AT AN ACTUAL PREMISE? YES NO
 IF NO, ON WHAT DATE WAS THE LICENSE LAST USED? _____
- DOES THE APPLICANT OR ANY OTHER PERSON MENTIONED IN THIS APPLICATION, OR ANY PERSON HAVING A BENEFICIAL INTEREST IN THE LICENSED BUSINESS, HOLD OFFICE IN THE UNIT OF GOVERNMENT ISSUING THE LICENSE? YES NO
 IF YES, PLEASE SPECIFY THE FOLLOWING: NAME, TITLE OF OFFICE, AND THE MUNICIPALITY IN WHICH THEY HOLD OFFICE.

- IN THE PAST 12 MONTHS, HAVE YOU ENTERED INTO AN AGREEMENT IN WHICH YOU OFFERED THE LICENSE OR ANY FINANCIAL INTEREST IN THE LICENSE AS COLLATERAL OR SECURITY TO A PERSON OR ENTITY NOT NAMED IN THE APPLICATION YES NO
 IF SO, HAVE YOU AMENDED QUESTIONS 9.1, 9.2 OR 9.3 OF YOUR APPLICATION TO REFLECT THIS ARRANGEMENT: YES NO
- IN THE PAST 12 MONTHS, HAS THE LICENSEE BEEN NAMED AS A PARTY TO A LAWSUIT, ARISING FROM CONDUCT IN NEW JERSEY, THAT HAS NOT BEEN DISMISSED AND IN WHICH IT IS ALLEGED THAT THE LICENSEE SERVED AN INTOXICATED PATRON? YES NO

STATE OF Maratee)
 COUNTY OF Florida) SS:

Mark E. Murphy
 PRINT FULL NAME



(INDIVIDUAL LICENSEE, PARTNER, PRESIDENT, VICE PRESIDENT OF CORP. OR MANAGING MEMBER OF LLC BEING DULY SWORN ACCORDING TO LAW, UPON HIS/HER OATH DEPOSES AND SAYS: (1) INFORMATION CONTAINED ON THIS LICENSE RENEWAL APPLICATION IS CONSISTENT WITH THE MOST COMPLETE FULL APPLICATION ON FILE AS UPDATED OR AMENDED AND, IS TRUE AND COMPLETE. (2) IF THE LICENSEE IS A CORPORATION, LLC OR A PARTNERSHIP, I AM DULY AUTHORIZED TO FILE.

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.

[Signature]
 SIGNATURE
Member
 TITLE

(SIGNATURE OF INDIVIDUAL LICENSEE, PARTNER, PRESIDENT, VICE PRESIDENT OF CORP. OR MANAGING MEMBER OF LLC)

(CORPORATE SEAL IF APPLICABLE)

*****RESERVED FOR MUNICIPAL USE*****

MUNICIPAL FEE \$ 1026.43 STATE FEE \$ 200.00 DATE FILED: 6/17/2024
 DATE RENEWAL GRANTED _____ OR DENIED _____
 ARE SPECIAL CONDITIONS IMPOSED FOR THE 2024-2025 TERM? YES NO
 MUNICIPAL CLERK OR A.B.C. BOARD SECRETARY:
 SIGNATURE Mary Christa DATE 6/17/2024
 NAME OF ISSUING AUTHORITY VERNON TOWNSHIP

NOTE: RETAIN A COPY OF THIS APPLICATION FOR YOUR RECORDS AND A COPY FOR THE LICENSEE



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PO BOX 245
TRENTON, NJ 08695-0245

ALCOHOLIC BEVERAGE RETAIL LICENSEE
CLEARANCE CERTIFICATE
(RENEWAL)

5/20/2024

LIQUOR LICENSE NUMBER: 1922-33-003-008

SALES TAX REGISTRATION NUMBER: XXX-XX-5271/000

GREAT GORGE ENTERTAINMENT LLC

The Director of the Division of Taxation, in accordance with chapter 161 Laws of N.J. 1995, has reviewed the records of the above holder of a retail alcoholic beverage license. This review shows that the licensee is in compliance with this act.

This certificate indicates the above license holder is in compliance with the above act and the Division of Taxation has no objections to renewal of said license. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

NOT TO BE USED FOR TRANSFERS

A handwritten signature in black ink, appearing to read "John J. Ficara", written over a horizontal line.

John J. Ficara
Acting Director, Division of Taxation

Paid local

Marcy Gianattasio

From: ABCDoNotReply@njoag.gov
Sent: Thursday, May 2, 2024 2:07 PM
To: Marcy Gianattasio
Subject: NJ ABC - License Application in your municipality

Follow Up Flag: Follow up
Flag Status: Completed



FOR ALL APPLICANTS: You are receiving a courtesy copy of your filed renewal application.

FOR MUNICIPAL ISSUING AUTHORITIES: A Renewal Application has been filed in your municipality.

This notification is being sent to the following email addresses:

- mgianattasio@vernontwp.com
- msnaughton@gmail.com

License Type:	Plenary Retail Consumption License
Type of Job:	Renewal Application
File Number:	682969
License Number:	1922-33-013-005
Submitted Date:	May 02, 2024
Applicant Email:	msnaughton@gmail.com
Receipt Number:	341710
Fee Amount:	\$200.00

Licensee Information

Licensee Applicant:	SMOKEYS GLENWOOD GRILL LLC
Corporation Number:	0400277336
Incorporation Date:	Mar 11, 2020
NJ Tax Auth Number:	
Mailing Address:	

Physical Address: 2 VERNON CROSSING ROAD
GLENWOOD, NJ 07418
USA

Contact Information

Contact Name: SCOTT ROBERTSON
Business Number: (973) 764-2600
Home Number:
Mobile Number:
Contact Email: MSNAUGHTON@GMAIL.COM
Preferred Contact Method: Email

Establishment Information

Type: Consumption
DBA / Names: THE GLENWOOD
Operator: SMOKEYS GLENWOOD GRILL LLC
Mailing Address: 2 VERNON CROSSING ROAD
GLENWOOD, NJ 07418
USA
Premises Address: 2 VERNON CROSSING ROAD
GLENWOOD, NJ 07418
USA

License Type Details

License Type: Plenary Retail Consumption License
Secondary License Types:

Application Questions

Question 1: IS THIS LICENSE BEING ACTIVELY USED AT AN ACTUAL PREMISES?
Yes / No Response: Yes
Question 2: DOES THE APPLICANT OR ANY OTHER PERSON MENTIONED IN THIS
APPLICATION, OR ANY PERSON HAVING A BENEFICIAL INTEREST IN THE
LICENSED BUSINESS, HOLD OFFICE IN THE UNIT OF GOVERNMENT ISSUING
THE LICENSE?
Yes / No Response: No

Question 3: IN THE PAST 12 MONTHS, HAVE YOU ENTERED INTO AN AGREEMENT IN WHICH YOU OFFERED THE LICENSE OR ANY FINANCIAL INTEREST IN THE LICENSE AS COLLATERAL OR SECURITY TO A PERSON OR ENTITY NOT NAMED IN THE APPLICATION?

Yes / No Response: No

Question 4: IN THE PAST 12 MONTHS, HAS THE LICENSEE BEEN NAMED AS A PARTY TO A LAWSUIT, ARISING FROM CONDUCT IN NEW JERSEY, THAT HAS NOT BEEN DISMISSED AND IN WHICH IT IS ALLEGED THAT THE LICENSEE SERVED AN INTOXICATED PATRON?

Yes / No Response: No

Question 5: HAS THERE BEEN ANY CHANGE TO THE OWNERSHIP INTEREST OF THE LICENSE THAT HAS NOT ALREADY BEEN REPORTED VIA A CHANGE IN CORPORATE STRUCTURE, PERSON-TO-PERSON TRANSFER, OR AMENDMENT APPLICATION?

Yes / No Response: No

CONFIDENTIALITY NOTICE The information contained in this communication from the Office of the New Jersey Attorney General is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the Office of the Attorney General at (609) 292-4925 to arrange for the return of this information.



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PO BOX 245
TRENTON, NJ 08695-0245

ALCOHOLIC BEVERAGE RETAIL LICENSEE
CLEARANCE CERTIFICATE
(RENEWAL)

6/20/2024

LIQUOR LICENSE NUMBER: 1922-33-013-005

SALES TAX REGISTRATION NUMBER: XXX-XX-5359/000

SMOKEYS GLENWOOD GRILL LLC

The Director of the Division of Taxation, in accordance with chapter 161 Laws of N.J. 1995, has reviewed the records of the above holder of a retail alcoholic beverage license. This review shows that the licensee is in compliance with this act.

This certificate indicates the above license holder is in compliance with the above act and the Division of Taxation has no objections to renewal of said license. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

NOT TO BE USED FOR TRANSFERS

A handwritten signature in black ink, appearing to read "John J. Ficara", written over a horizontal line.

John J. Ficara

Acting Director, Division of Taxation

Marcy Gianattasio

From: ABCDoNotReply@njoag.gov
Sent: Sunday, June 16, 2024 11:01 AM
To: Marcy Gianattasio
Subject: NJ ABC - License Application in your municipality



FOR ALL APPLICANTS: You are receiving a courtesy copy of your filed renewal application.

FOR MUNICIPAL ISSUING AUTHORITIES: A Renewal Application has been filed in your municipality.

This notification is being sent to the following email addresses:

- davidschnellcons@gmail.com
- haspen03@yahoo.com
- mgianattasio@vernontwp.com
- vfw.8441@yahoo.com

License Type:	Club License
Type of Job:	Renewal Application
File Number:	703397
License Number:	1922-31-010-002
Submitted Date:	Jun 16, 2024
Applicant Email:	vfw.8441@yahoo.com
Receipt Number:	354749
Fee Amount:	\$200.00

Licensee Information

Licensee Applicant:	WALLKILL VALLEY MEM POST 8441
Corporation Number:	
Incorporation Date:	
NJ Tax Auth Number:	226092230000
Mailing Address:	PO Box 414 VERNON, NJ 07462 USA

Physical Address: 313 ROUTE 94
VERNON, NJ 07462
USA

Contact Information

Contact Name: WALLKILL VALLEY MEM POST 8441
Business Number: (973) 764-9380
Home Number: (973) 764-9380
Mobile Number:
Contact Email: davidschnellcons@gmail.com; haspen03@yahoo.com
Preferred Contact Method: Email

Establishment Information

Type: Club License
DBA / Names: WALLKILL VALLEY MEM POST 8441
Operator:
Mailing Address: PO Box 414
VERNON, NJ 07462
USA
Premises Address: 313 ROUTE 94
VERNON, NJ 07462
USA

License Type Details

License Type: Club License
Secondary License Types:

Application Questions

Question 1: IS THIS LICENSE BEING ACTIVELY USED AT AN ACTUAL PREMISES?
Yes / No Response: Yes
Question 2: DOES THE APPLICANT OR ANY OTHER PERSON MENTIONED IN THIS APPLICATION, OR ANY PERSON HAVING A BENEFICIAL INTEREST IN THE LICENSED BUSINESS, HOLD OFFICE IN THE UNIT OF GOVERNMENT ISSUING THE LICENSE?
Yes / No Response: No

Question 3: IN THE PAST 12 MONTHS, HAVE YOU ENTERED INTO AN AGREEMENT IN WHICH YOU OFFERED THE LICENSE OR ANY FINANCIAL INTEREST IN THE LICENSE AS COLLATERAL OR SECURITY TO A PERSON OR ENTITY NOT NAMED IN THE APPLICATION?

Yes / No Response: No

Question 4: IN THE PAST 12 MONTHS, HAS THE LICENSEE BEEN NAMED AS A PARTY TO A LAWSUIT, ARISING FROM CONDUCT IN NEW JERSEY, THAT HAS NOT BEEN DISMISSED AND IN WHICH IT IS ALLEGED THAT THE LICENSEE SERVED AN INTOXICATED PATRON?

Yes / No Response: No

Question 5: HAS THERE BEEN ANY CHANGE TO THE OWNERSHIP INTEREST OF THE LICENSE THAT HAS NOT ALREADY BEEN REPORTED VIA A CHANGE IN CORPORATE STRUCTURE, PERSON-TO-PERSON TRANSFER, OR AMENDMENT APPLICATION?

Yes / No Response: No

CONFIDENTIALITY NOTICE The information contained in this communication from the Office of the New Jersey Attorney General is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the Office of the Attorney General at (609) 292-4925 to arrange for the return of this information.



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PO BOX 245
TRENTON, NJ 08695-0245

ALCOHOLIC BEVERAGE RETAIL LICENSEE
CLEARANCE CERTIFICATE
(RENEWAL)

5/20/2024

LIQUOR LICENSE NUMBER: 1922-31-010-002

SALES TAX REGISTRATION NUMBER: XXX-XX-2230/000

WALLKILL VALLEY MEM POST 8441

The Director of the Division of Taxation, in accordance with chapter 161 Laws of N.J. 1995, has reviewed the records of the above holder of a retail alcoholic beverage license. This review shows that the licensee is in compliance with this act.

This certificate indicates the above license holder is in compliance with the above act and the Division of Taxation has no objections to renewal of said license. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

NOT TO BE USED FOR TRANSFERS

A handwritten signature in black ink, appearing to read "John J. Ficara", written over a horizontal line.

John J. Ficara

Acting Director, Division of Taxation

TOWNSHIP OF VERNON

RESOLUTION #24-198

2023 Annual Audit

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

WHEREAS, the Annual Report of Audit for the year 2023 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

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

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

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

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

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

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

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

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

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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 #24-199

CORRECTIVE ACTION PLAN 2023 AUDIT

WHEREAS, the 2023 Annual Audit Report was delivered in June 2024 and regulations promulgated by the Local Fiscal Affairs Law, N.J.S.A. 40A:5 requires that the Chief Financial Officer prepare a Corrective Action Plan covering all findings and recommendations in the audit report; and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Vernon that the Corrective Action Plan for the 2023 Annual Audit Report prepared by the Township Chief Financial Officer and attached hereto as “Appendix A” be approved.

CERTIFICATION

I certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular Meeting held on June 24, 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.						

APPENDIX "A"
TOWNSHIP OF VERNON

Corrective Action Plan for the 2023 Audit Report

Finding #1:

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

Recommendation:

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

Corrective Action:

Management has cross-trained more employees to allow for more segregation of duties. Deposits are now centralized in the Tax Office and receipts are recorded by one individual in the Township. All treasury functions are approved by the Chief Financial Officer prior to recording. Other treasury functions are spread across the Finance and Tax Department to ensure compliance and increased internal controls. Management is looking at additional tools for online payment of revenues with existing and prospective programs. In order to meet the criteria for adequate segregation of duties, the Township would be required to hire additional personnel to establish a centralized collection procedure. The increased cost and related inconvenience for residents are not reasonable at this time, but will be monitored.

Implementation Date:

Ongoing

Finding #2:

The tax title lien receivable ledger did not agree to the Township's general ledger after a mid-year posting that offset the starting balances.

Recommendation:

The tax collector take extra care to ensure that tax title lien receivables are reconciled with the Treasurer's records on a monthly basis.

Corrective Action:

The tax title lien receivable ledger will be reviewed and reconciled by the tax collector on a monthly basis along with historic corrections to be made with the accounting software company. Review of old tax title liens will be conducted to find historical errors and bring the current list in balance.

Implementation Date:

Ongoing

TOWNSHIP OF VERNON

ORDINANCE #24-13

**ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF
NEW JERSEY ADDRESSING TAXIS/AUTOCABS**

WHEREAS, the Township of Vernon (“Township”) finds that it is in the public interest and in order to ensure the safety and quality of life for all residents of and visitors to the Township, to create licensing requirements and regulate the operation of taxis and drivers of taxis engaged in the business of carrying passengers for hire within the Township; and

WHEREAS, the Township is authorized to create licensing requirements and regulate taxis/autocabs within the Township pursuant to N.J.S.A. 48:16-2.

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

SECTION 1. Part II, titled “General Legislation”, is hereby supplemented as follows:

Chapter 568 Taxi Cabs

§ 568-1 Definitions.

As used in this section, the following terms shall have the meanings indicated:

“Township” shall mean the Township of Vernon.

“Driver” shall mean any person who drives a taxi/autocab within this Township.

“Operation” of a taxi/autocab shall consist of transporting in such taxi/autocab of one or more persons for hire. A taxi/autocab which is operated or run over any street within the Township, to seek or accept passengers for transportation from points or places to points or places within or outside the Township shall be deemed to be operation of a taxi/autocab within the Township. A taxi/autocab parked or idling on a Township street or accepting a passenger for hire from a point of departure within the Township shall be deemed to be operation. Operation of a taxi/autocab by one other than the owner shall be deemed operation by the owner, as well as operation by the person actually driving the taxi/autocab. The transportation in or through the Township of any person other than the owner or driver of any motor vehicle bearing signs therein or thereon using the word “taxi”, “cab”, “autocab”, “car service”, “hack”, “dial a ride”, “call a ride”, “transport”, “transport vehicle”, “car service” or “transportation” shall be prima facie evidence of operation.

“Owner” shall mean any person, corporation, business entity or association in whose name title to any taxi/autocab is registered with the New Jersey Motor Vehicle Commission, or who appears in any governmental records to be the conditional vendee or licensee thereof.

“Person” means and includes any individual, co-partnership, association, corporation or joint stock company, their lessees, trustees or receivers appointed by any court whatsoever.

“Taxi/Autocab” shall mean and include any automobile commonly called taxi, engaged in the business of carrying passengers for hire which is held out, announced or advertised to operate or run, or which is operated or run over any of the streets within the Township and which accepts or discharges passengers for transportation from points or places to points or places within or outside the Township. “Taxi/Autocab” shall not include a limousine as defined by N.J.S.A. 48:16-3.

§ 568-2 Requirement of taxi/Autocab owner or operator license.

A. No person shall operate any taxi/autocab within the Township, unless the company, taxi and driver are currently licensed in good standing in a municipality which shares any part of a common border with the Township and has received an Intra-Municipal Taxi/Autocab License in accordance with this ordinance and said person or corporation conforms to all of the laws and regulations of the State of New Jersey.

§ 568-3 Licenses.

A. All taxi/autocab owners and operators, operating within the Township shall be licensed in accordance with the provisions of this ordinance.

B. There are hereby established one (1) class of taxi/autocab licenses in the Township as follows:

(1) Intra Municipal Taxi/Autocab License: This license shall entitle the vehicle therein listed and described to be used as a taxi/autocab and operated in this Township by a driver duly licensed hereunder.

§ 568-4 Applications for licenses.

A. Application Form.

(1) Each applicant for the issuance or renewal of a license shall supply, in full, the information requested on the application forms approved by the Chief of Police and obtained from the Township Clerk, and shall verify the correctness thereof by certification. The completed application must be filed with the Township Clerk, together with the fee hereinafter fixed.

B. Applications for Intra Municipal Taxi/Autocab Licenses shall be filed with the Township Clerk at any time, but no taxi/autocab shall be operated in the Township until the IntraMunicipal Taxi/Autocab is licensed in accordance with this section each year.

C. There shall be a maximum of fifty (50) Intra-Municipal Taxi/Autocab Licenses available for issuance. Said number may be increased (or decreased) subject to the discretion of the Township in accordance with N.J.S.A. §48:16-2.1 et seq.

D. Requirements for Intra-Municipal Taxi/Autocab Licenses. Each applicant for an IntraMunicipal Taxi/Autocab Licenses must meet all requirements of the original licensing municipality and be in “Good Standing” to be considered for issuance of a license:

(1) Be of the age of twenty-one (21) years, or over.

(2) Fully complete an application form provided by the Township Clerk, which shall be signed and sworn to or certified by the applicant and filed with the Township Clerk as a permanent record.

(3) Insurance.

(a) Each applicant for an Intra-Municipal Taxi/Autocab Licenses shall, together with the application, submit the insurance policy required by N.J.S.A. 48:16-3 et seq., covering the taxi/autocab sought to be licensed; and each applicant shall then and thereafter comply with all of the provisions of N.J.S.A. 48:16-1 et seq., as well as the acts amendatory thereof or supplemental thereto.

(b) The minimum acceptable insurance liability limit is one million five hundred thousand (\$1,500,000) dollars of combined single limit coverage.

§ 568-5 Issuance of license.

A. Upon notification by the Township Clerk of satisfactory fulfillment of the foregoing requirements, the Chief of Police or his/her designee shall either grant or deny the license application.

B. Any license issued pursuant to this section shall expire at midnight of the thirty-first (31st) day of December of the year in which it was issued except for the initial 2024 license, which will expire at midnight of the thirty-first (31st) day of December, 2024.

C. Licenses shall not be transferable.

§ 568-6 Fees.

A. The annual fee for each Intra-Municipal Taxi/Autocab license hereafter issued, or any renewal thereof, shall be as indicated in Ordinance § 250-17. The license is not transferable and is granted to a specific vehicle.

§ 568-7 Denial, revocation or suspension of licenses.

A. The Chief of Police or his/her designee may, in his/her discretion, refuse to issue or renew, or may revoke or suspend any owner’s license issued hereunder if the applicant or licensee:

(1) Has been convicted of a crime in this or any other jurisdiction.

(2) Violates any provision of this ordinance.

(3) Has not complied fully with all of the requirements of this ordinance.

(4) If the motor vehicle licensed, or to be licensed, has unsafe or unsanitary conditions, or is otherwise dangerous to the safety or health of the occupants or others.

(5) If the policy of insurance required by N.J.S.A. 48:16-3 and Section 4(b)(4) of this Ordinance lapses, or such coverage is not maintained at all times.

(6) Has in any degree contributed to any injury to any person, or damage to property, arising out of reckless operation of a motor vehicle pursuant to N.J.S.A. 39:4-96.

(7) Uses the vehicle's audible device improperly.

B. The licensee may appeal a refusal to renew, revocation, or suspension of his/her license to the Mayor and Council.

§ 568-8 Display of license and certificate of insurance.

A. No taxi/autocab shall be operated in the Township unless the taxi/autocab driver's license (including photographic identification) of the person operating the taxi/autocab, is prominently displayed and open to view of passengers in accordance with reasonable procedures of the issuing municipality which shares any part of a common border with the Township.

B. The Certificate of Insurance required by N.J.S.A. 48:16-6 shall likewise be prominently displayed in accordance with reasonable procedures of the Township provided by way of written notice to the licensee.

§ 568-9 Lettering and Visual Identification Symbol.

A. The owner of a taxi/autocab shall cause to be displayed on the body of the vehicle the taxi license number issued to that vehicle. The number shall be three inches in height and located in the center of the rear quarter panels on the driver and passenger sides and the rear center line of the trunk of the vehicle. Each taxi/autocab shall display on each rear door of the taxi/autocab the name of the municipality or municipalities which has issued the taxi/autocab a taxi license in letters three inches in height.

B. Every taxi/autocab or other vehicle required to be licensed under this Ordinance operating within the Township shall display a visual identification symbol the design, specification and contents of same to be determined in the sole discretion of the Township, by way of a decal or other method which will identify the vehicle as properly and currently licensed. The method of display shall be as determined by the Township Police Department and communicated in writing to the Intra-Municipal Taxi/Autocab Licenses holder which shall be required to adhere to the contents of said notice within seven (7) calendar days of the date of the notice. The Township may elect to require that the visual identification symbol be made and then affixed to the licensed

vehicle by a vendor or vendors of the Township's designation, all such costs for such production and affixing to the licensed vehicle to be paid by the licensee.

§ 568-10 Restriction on Operation of taxi/autocabs.

A. No Cruising: No person shall cruise any street of the Township in any vehicle, including but not limited to taxi/autocabs, at any time for the purpose of soliciting for one or more persons for transportation for a fee or fare.

B. Pre-arranged Pickup: Any taxi/autocab may pick up passengers if the taxi/autocab owner or the owner's agent has been specifically arranged beforehand by the person seeking transportation or someone acting on said person's behalf or such person has otherwise arranged in advance for pick up at a specific time and place. The taxi/autocab driver must have proof of such pre-arrangement including at a minimum the full name of the person to be picked up, the full name of the person making the arrangement and a contact phone number for said person.

C. All persons shall be picked up or discharged at the curb, or in off-street areas designated by a business establishment for the use of its patrons, and the taxi/autocab shall at no time interfere with traffic on any street.

§ 568-11 Fines and penalties.

A. Violation of any of the provisions of this article shall be punishable as provided in Ordinance § 1-19.

B. Nothing herein shall preclude the prosecution of any such violation under Title 48 and or Title 2C of the New Jersey statutes nor restrain or prohibit the Mayor and Council from suspending or revoking any license issued hereunder in accordance with the provisions of this ordinance.

SECTION 2. Severability.

The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

SECTION 3. Repealer.

All ordinances and resolutions, and parts of ordinances and resolutions which are inconsistent with provisions of this ordinance shall be, and are hereby, repealed to the extent of any such inconsistency.

SECTION 4. Effective Date.

This ordinance shall take effect upon final adoption and publication in accordance with law.

New Jersey Statutes Title 48. Public Utilities 48 § 16-2

Current as of February 19, 2021 | Updated by [FindLaw Staff](#)

No autocab shall be operated along any street in any municipality until the owner thereof shall obtain the consent of the elective governing body or member thereof having control of the public streets in the municipality. No municipality located in a county of the first class with a population of less than 20,000 persons shall enact an ordinance establishing fees or other charges in excess of \$50.00 for the right to operate an autocab. The provisions of any existing ordinance establishing fees or other charges in excess of this amount for each cab operated are null and void and any excess fee or charge shall be returned to the owner of the autocab.