

**ELK TOWNSHIP
COMMITTEE MEETING MINUTES
JULY 7, 2022**

The Regular Meeting of the Elk Township Committee was held on the above date in the Municipal Building. The meeting was called to order by Mayor Sammons at 7:00PM.

The Open Public Meeting Notice was read. The Salute to the Flag and the Lord's Prayer were recited in unison.

Present were: Mrs. Cowan, Mr. Hollywood, Mrs. Nicholson, Mr. Rambo, Mayor Sammons, Mr. Considine, CFO, Mrs. Pine, Township Clerk, Mr. Duffield, Solicitor, Mr. Bitgood, Engineer and Chief Gonnelli.

APPROVAL OF MINUTES of June 21, 2022 Work Session

Motion by Mr. Hollywood, seconded by Mayor Sammons to approve the minutes of the June 21, 2022, Work Session, all were in favor, motion carried.

COMMITTEE REPORTS

Mrs. Nicholson stated the Environmental Commission conducted a clean up from Buck Road west to the Rte. 55 overpass. 4 people participated and collected 8 bags of trash. The next environmental meeting is Wednesday, July 13th at 7PM.

Mayor Sammons reported the movie, Luca, in the park was well attended, despite the last minute change in date. The Mayor thanked the County for putting on the movie, it is greatly appreciated. The residents missed the free popcorn.

Mr. Hollywood stated both school budgets have been approved. Delsea's budget increased 2%, while Aura's budget increased .6% for the 2022-2023 school year.

POLICE CHIEF REPORT

Chief Gonnelli reported the police department received 1642 calls of service in the month of June. There were 14 arrests with charges made, 190 motor vehicle summons were issued. They responded to 8 motor vehicle crashes with 4 injuries. There were 20 new firearm applications received. There was various trainings and notable incidents reported also.

FIRE DEPARTMENT REPORT

Mr. Rambo read the June reports from the Fire Companies. Lawn's Fire Company held 4 trainings and the members were sworn in. Ferrell Fire Company responded to 15 calls for service and Aura Fire Company responded to 13 calls for service.

ENGINEER'S REPORT

Mr. Bitgood reported there are several Grant Applications in different stages of review or approval. The Jacob Harris Lane project is ready to be closed out. Moods Road Phase 2 is ready to be advertised. He has made calls to NJ DOT to find the status of the Municipal Parking Lot project. Mr. Bitgood is working with public works on the drainage improvement on Douglass Street.

PUBLIC PORTION on Agenda Items only.

Motion by Mrs. Nicholson to open the meeting to the public, seconded by Mrs. Cowan, all were in favor, motion carried.

Mayor Sammons asked if anyone had any questions on agenda items to speak at this time.

No one came forward.

Motion by Mr. Hollywood to close the public portion, seconded by Mrs. Nicholson, all were in favor, motion carried.

The Township Membership Renewal in the TRICO JIF is due January 1, 2023, with the 3 year renewal ending on December 31, 2025.

Dave Strout of Cettei and Connell, Elk Townships Risk Management Consultant and Safety Coordinator and Paul Forlenza, Executive Director of the TRICO JIF (Cumberland, Salem and Gloucester Counties Joint Insurance Fund) were present. Mr. Strout thanked the Committee for having them at tonight’s meeting. He thanked Mrs. Pine for the work she does for the Safety Committee. He explained Mr. Forlenza will share what the JIF is all about, the cost savings to the township. Mr. Forlenza distributed an overview of Elk Township and the townships status with the TRICO JIF. Elk Township is due to renew their membership with the JIF on January 1, 2023. He explained there are several items that have changed since COVID that have caused unforeseeable costs. Elk Township has been a member of the JIF since 1991. Since this time the township has received \$305,510 in dividends, with \$18,989 being returned in 2021. The TRICO JIF is cost effective and has great member involvement. The JIF offers many programs for its members and provides support in different areas with a current strong emphasis on Wellness and Cybersecurity. Elk Township is does very well for a small member. Mr. Forlenza hopes the township committee will consider renewing with the JIF.

ORDINANCES:

ORDINANCE O – 5 – 2022

**AN ORDINANCE TO AMEND THE “CODE OF THE TOWNSHIP OF ELK” CHAPTER 34 FIXING AND ESTABLISHING SALARIES AND COMPENSATIONS OF THE OFFICERS AND EMPLOYEES OF THE TOWNSHIP OF ELK, IN THE COUNTY OF GLOUCESTER, STATE OF NEW JERSEY
PUBLIC HEARING**

Motion by Mr. Hollywood, seconded by Mr. Rambo to open the public portion, all were in favor, motion carried.

Mayor Sammons invited the public to speak if they have any questions concerning the Ordinance.

No one came forward or spoke.

Motion by Mrs. Nicholson seconded by Mrs. Cowan to close the public portion, all were in favor, motion carried.

Motion by Mrs. Nicholson, seconded by Mr. Hollywood to adopt Ordinance O-5-2022, upon roll call motion carried.

Roll Call:	Mrs. Cowan	Yes
	Mr. Hollywood	Yes
	Mrs. Nicholson	Yes
	Mr. Rambo	Yes
	Mayor Sammons	Yes

ORDINANCE O – 6 – 2022

**AN ORDINANCE ESTABLISHING PERMITTING, LICENSING AND TRANSFER TAX REQUIREMENTS FOR REGULATED CANNABIS BUSINESSES
TITLE ONLY**

Motion by Mrs. Cowan to approve Ordinance O-6-2022, seconded by Mrs. Nicholson, upon roll call motion carried.

Roll Call:	Mrs. Cowan	Yes
	Mr. Hollywood	Yes
	Mrs. Nicholson	Yes
	Mr. Rambo	Yes
	Mayor Sammons	Yes

RESOLUTIONS:

RESOLUTION R-74-2022

RESOLUTION AUTHORIZING CONTRACT EXTENTION WITH JAN-PRO CLEANING & DISENFECTING

Motion by Mrs. Nicholson, seconded by Mr. Rambo to adopt and approve said Resolution, upon roll call motion carried.

Roll Call:	Mrs. Cowan	Yes
	Mr. Hollywood	Yes
	Mrs. Nicholson	Yes
	Mr. Rambo	Yes
	Mayor Sammons	Yes

RESOLUTION R-75-2022

RESOLUTION ACKNOWLEDGING CERTAIN APPLICATION REQUIREMENTS AS SET FORTH IN THE MEMORANDUM OF THE NEW JERSEY CANNABIS REGULATORY COMMISSION DATED DECEMBER 10, 2021 FOR CANNABIS LICENSE APPLICANTS

Motion by Mr. Rambo, seconded by Mr. Hollywood to adopt and approve said Resolution, upon roll call motion carried.

Roll Call:	Mrs. Cowan	Yes
	Mr. Hollywood	Yes
	Mrs. Nicholson	Yes
	Mr. Rambo	Yes
	Mayor Sammons	Yes

RESOLUTION R-76-2022

RESOLUTION APPROVING FORM OF MAINTENANCE GUARANTEE SUBMITTED BY SOUTH STATE, INC., FOR THE JACOB HARRIS LANE RESURFACING AND SAFETY IMPROVEMENTS

Motion by Mr. Hollywood, seconded by Mrs. Cowan to adopt and approve said Resolution, upon roll call motion carried.

Roll Call:	Mrs. Cowan	Yes
	Mr. Hollywood	Yes
	Mrs. Nicholson	Yes
	Mr. Rambo	Yes
	Mayor Sammons	Yes

RESOLUTION R-77-2022

RESOLUTION AUTHORIZING THE EXECUTION OF VENDOR SERVICE AGREEMENT WITH D2 CYBERSECURITY

Motion by Mrs. Nicholson, seconded by Mrs. Cowan to adopt and approve said Resolution, upon roll call motion carried.

Roll Call:	Mrs. Cowan	Yes
	Mr. Hollywood	Yes
	Mrs. Nicholson	Yes
	Mr. Rambo	Yes
	Mayor Sammons	Yes

RESOLUTION R-78-2022

RESOLUTION AUTHORIZING APPLICATION TO THE NJ DOT LOCAL AID INFRASTRUCTURE FUND FY 2022 GRANT PROGRAM PUBLIC WORKS PROJECTS – CHRISTIAN STREET

Motion by Mrs. Cowan, seconded by Mrs. Nicholson to adopt and approve said Resolution, upon roll call motion carried.

Roll Call:	Mrs. Cowan	Yes
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Mr. Hollywood	Yes
Mrs. Nicholson	Yes
Mr. Rambo	Yes
Mayor Sammons	Yes

RESOLUTION R-79-2022

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWING MEMBERSHIP IN THE GLOUCESTER, SALEM, CUMBERLAND COUNTIES MUNICIPAL JOINT INSURANCE FUND

Motion by Mr. Hollywood, seconded by Mrs. Cowan to adopt and approve said Resolution, upon roll call motion carried.

Roll Call:	Mrs. Cowan	Yes
	Mr. Hollywood	Yes
	Mrs. Nicholson	Yes
	Mr. Rambo	Yes
	Mayor Sammons	Yes

RESOLUTION R-80-2022

RESOLUTION SUPPORTING AN APPROPRIATIONS AND LEVY CAP EXEMPTION FOR A THREE YEAR PERIOD FOR INCREASES IN LIABILITY, WORKER'S COMPENSATION, CYBER LIABILITY AND PROPERTY INSURANCE

Motion by Mrs. Cowan, seconded by Mr. Hollywood to adopt and approve said Resolution, upon roll call motion carried.

Roll Call:	Mrs. Cowan	Yes
	Mr. Hollywood	Yes
	Mrs. Nicholson	Yes
	Mr. Rambo	Yes
	Mayor Sammons	Yes

RESOLUTION R-81-2022

RESOLUTION AUTHORIZING APPLICATION TO THE ATLANTIC CITY ELECTRIC SUSTAINABLE COMMUNITIES GRANT - 2022

Motion by Mrs. Nicholson, seconded by Mrs. Cowan to adopt and approve said Resolution, upon roll call motion carried.

Roll Call:	Mrs. Cowan	Yes
	Mr. Hollywood	Yes
	Mrs. Nicholson	Yes
	Mr. Rambo	Yes
	Mayor Sammons	Yes

GLOUCESTER COUNTY REPRESENTATIVE, James Schmidt was present to assist with any questions or issues for the County. Mr. Hollywood stated there is a site issue on Clems Run and Ewan Road in Harrison Township.

Mrs. Nicholson asked who is responsible for dead trees that are ready to fall? The call should be directed to the electric company first.

Mr. Schmidt announced the county received \$5 million in funding from the State for Emergency Services. They plan to upgrade the Gloucester County Fire Academy to bring live burn drills back to Gloucester County. There will be other upgrades to emergency services as well. The goal is to do more inhouse training.

PURSUANT TO RESOLUTION R-26-2022

THERE IS A TIME LIMIT OF 3 MINUTES PER PERSON DURING THE PUBLIC PORTION

PUBLIC PORTION:

Motion by Mr. Hollywood to open the meeting to the public, seconded by Mrs. Nicholson, all were in favor, motion carried.

Mayor Sammons asked if anyone had any questions or comments or an issue they would like to bring to the township committee's attention to come forward at this time, state your name and address.

Mr. Schomber, 457 Ewan Rd., asked if the Ewan Road project has been completed. There is an issue with the driveway at 451 Ewan Rd., where they paved the area between the two and water is not properly draining. The contractor also never cleaned up the site. The concrete between the driveways needs to be removed and then topsoiled and seeded.

Mr. Bitgood stated the project has not been closed out, there are still several items that need to be addressed. He will inspect the area.

Motion by Mr. Hollywood to close the public portion, seconded by Mrs. Cowan, all were in favor, motion carried.

PAY BILLS:

Motion by Mr. Rambo to Pay the Bills, seconded by Mrs. Cowan, upon roll call motion was carried.

Roll Call:	Mrs. Cowan	Yes
	Mr. Hollywood	Yes
	Mrs. Nicholson	Yes
	Mr. Rambo	Yes
	Mayor Sammons	Yes

ADJOURNMENT:

Motion by Mr. Hollywood to adjourn, seconded by Mr. Rambo, all were in favor, the meeting was adjourned at 7:46PM.

Respectfully Submitted,

Debora R. Pine, RMC, CMC
Township Clerk

ORDINANCE

O - 5 - 2022

AN ORDINANCE TO AMEND THE "CODE OF THE TOWNSHIP OF ELK" CHAPTER 34 FIXING AND ESTABLISHING SALARIES AND COMPENSATIONS OF OFFICERS AND EMPLOYEES OF THE TOWNSHIP OF ELK, IN THE COUNTY OF GLOUCESTER, STATE OF NEW JERSEY

BE IT ORDAINED by the Township Committee of the Township of Elk as follows:

1. The rate of compensation of each of the following officers and employees are hereinafter set forth, upon the noted basis, as follows:

POSITION	SALARY	BASIS
Clerk	not to exceed \$66,000.00 per year	Biweekly
Deputy Clerk	not to exceed \$20.00 per hour	Biweekly
Chief Financial Officer	not to exceed \$52,000.00 per year	Biweekly
Tax Collector	not to exceed \$28,000.00 per year	Biweekly
Asst. Tax Collector	not to exceed \$18.00 per hour	Biweekly
Secretary, Planning Board	not to exceed \$47,000.00 per year	Biweekly
Chief of Police	not to exceed \$136,000.00 per year	Biweekly
Lieutenant	not to exceed \$105,000.00 per year	Biweekly
Detective	Base plus amount not to exceed \$1,000.00 per year	Biweekly
Corporal	Base plus amount not to exceed \$1,600.00 per year	Biweekly
Sergeant 10	not to exceed \$95,000.00 per year	Biweekly
Sergeant 5	not to exceed \$93,000.00 per year	Biweekly
Sergeant	not to exceed \$89,000.00 per year	Biweekly
Officer 10	not to exceed \$90,000.00 per year	Biweekly
Officer 1	not to exceed \$88,000.00 per year	Biweekly
Officer 2	not to exceed \$82,000.00 per year	Biweekly
Officer 3	not to exceed \$77,000.00 per year	Biweekly
Officer 4	not to exceed \$74,000.00 per year	Biweekly
Officer 5	not to exceed \$67,000.00 per year	Biweekly
Officer 6	not to exceed \$61,000.00 per year	Biweekly
Officer 7	not to exceed \$55,000.00 per year	Biweekly
Probationary Officer	not to exceed \$44,000.00 per year	Biweekly
Part Time Patrolman	not to exceed \$20.00 per hour	Biweekly
Records Clerk	not to exceed \$27.00 per hour	Biweekly
Municipal Judge	not to exceed \$33,000.00 per year	Monthly
Court Administrator	not to exceed \$52,000.00 per year	Biweekly
Deputy Court Administrator	not to exceed \$42,000.00 per year	Biweekly
Court Assistant	not to exceed \$16.00 per hour	Biweekly
Construction Code Official	not to exceed \$30,000.00 per year	Monthly
Fire Sub-Code Official	not to exceed \$18,000.00 per year	Monthly
Plumbing Sub-Code Official	not to exceed \$18,000.00 per year	Monthly
Electrical Sub-Code Official	not to exceed \$18,000.00 per year	Monthly
Building Sub-Code Official	not to exceed \$18,000.00 per year	Monthly
Construction Control	not to exceed \$21.00 per hour	Biweekly
Mayor/Township Committee	not to exceed \$2,000.00 per year	Quarterly
Township Committee	not to exceed \$1,800.00 per year	Quarterly
Zoning Officer	not to exceed \$25.00 per hour	Biweekly
Temporary Casual Labor	not to exceed \$25.00 per hour	Biweekly
Public Works Laborer Full Time	not to exceed \$55,000.00 per year	Biweekly
Public Works Laborer Part Time	not to exceed \$26.00 per hour	Biweekly
Mechanic	not to exceed \$40.00 per hour	Biweekly
Snow Removal Laborer	not to exceed \$40.00 per hour	Biweekly
Emergency Management Coordinator	not to exceed \$3,000.00 per year	Quarterly
Deputy Emergency Mgt Coordinator	not to exceed \$1,000.00 per year	Quarterly

2. Longevity payments will no longer be paid by the Township of Elk.

3. If an employee is eligible for health insurance from the Township and has alternative health insurance and prescription coverage, the employee has the option to waive the health insurance benefits provided by the Township. If the employee waives health insurance and prescription benefits, the Township will add \$3,500 to the base salary of the employee. The employee must continuously maintain the alternative health insurance and prescription benefits. If an employee loses their alternative health insurance and prescription benefits, they must give notice to the Chief Financial Officer and enroll on the health insurance and prescription benefit plan offered by the Township of Elk, subject to the conditions of the health insurance plan and the laws of the State of NJ. Upon enrollment or re-enrollment in the Township sponsored health plan, the \$3,500 opt out pay increase will be removed from the employee's base pay.

4. The said salaries, wages and compensation shall be paid in a manner decided upon by the Township Committee.

5. All prior Salary Ordinances are hereby repealed.

6. If any part or parts of this ordinance are deemed illegal or unenforceable, those parts shall be considered null and void, but will not affect the validity of any other part or parts of this ordinance.

7. This Ordinance shall take effect upon publication and final passage thereof as provided by law.

INTRODUCED and read at a meeting of the Township Committee of the Township of Elk held on June 21st, 2022 and considered for final adoption at a meeting of the Township Committee held on July 7th, 2022.

INTRODUCTION ROLL CALL VOTE						
COMMITTEE MEMBER	Motion	Second	AYE	NAY	ABSTAIN	ABSENT
Cowan		✓	✓			
Hollywood			✓			
Nicholson	✓		✓			
Rambo			✓			
Sammons			✓			

ATTEST:


DEBORA R. PINE, Township Clerk

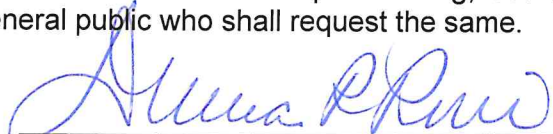
TOWNSHIP OF ELK


Carolyn D. K. Sammons, Mayor

FINAL ADOPTION ROLL CALL VOTE						
COMMITTEE MEMBER	Motion to Adopt	Second	AYE	NAY	ABSTAIN	ABSENT
Cowan			✓			
Hollywood		✓	✓			
Nicholson	✓		✓			
Rambo			✓			
Sammons			✓			

NOTICE

The Ordinance published herein was introduced and passed upon first reading at a meeting of the Mayor and Committee of the Township of Elk, in the County of Gloucester and State of New Jersey, held on June 21, 2022. It will be further considered for final passage, after public hearing hereon, at a meeting of said Mayor and Committee to be held in the Township Municipal Building on July 7, 2022, at 7:00 P.M. During the week prior and up to and including the date of such meeting, copies of said Ordinance will be made available at the Clerk's office at the said Municipal Building, 680 Whig Lane, Monroeville, New Jersey, to the members of the general public who shall request the same.



DEBORA R. PINE, TOWNSHIP CLERK

ORDINANCE O – 6 – 2022

**AN ORDINANCE OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF ELK,
COUNTY OF GLOUCESTER, STATE OF NEW JERSEY ESTABLISHING PERMITTING, LICENSING
AND TRANSFER TAX REQUIREMENTS FOR REGULATED CANNABIS BUSINESSES**

WHEREAS, the Township Committee of Elk Township (the “Township”), a public body corporate and politic of the State of New Jersey (the “State”), wishes to create regulations and licensing requirements for regulated cannabis establishments that also protect the health, safety and general welfare of the community; and

WHEREAS, the Jake Honig Compassionate Use Medical Cannabis Act (the “Act”), N.J.S.A. 24:6I-1 to 30, permits the authorized cultivation, processing, manufacturing, preparing, packaging, transferring, sale, purchase, research, possession, use and consumption of medical cannabis and products created from or which include cannabis; and

WHEREAS, the Township finds that the expansion of the medical cannabis program in the State has provided needed compassionate relief to the many persons suffering from chronic and/or serious debilitating illnesses who may benefit; and

WHEREAS, on November 3, 2020, the citizens of New Jersey voted to approve Public Question No. 1, amending and supplementing Section VII of Article IV of the New Jersey Constitution to authorize the growth, cultivation, processing, manufacturing, preparing, packaging, transferring, and retail purchasing and consumption of cannabis, or products created from or which include cannabis for persons twenty-one (21) years or older in New Jersey, and further authorized municipalities to enact an additional municipal tax of up to two (2) percent on the receipts from each sale of cannabis or products created from or which include cannabis; and

WHEREAS, the Township finds, given the Schedule I status of cannabis under the federal Controlled Substance Act, complexities with access to banking and the level of cash transactions in cannabis-related businesses, and other concerns associated with cannabis-related businesses, that only qualified operators should be permitted to safely operate strictly regulated cannabis facilities in the municipality on a limited basis and subject to reasonable time, manner, and place restrictions, in order to balance patients’ and consumers’ interests and the creation of jobs and economic opportunity within the Township with public safety; and

WHEREAS, in light of the enactment of the Act on July 2, 2019, expanding the New Jersey Medical Marijuana Program, and the passage of Public Question No. 1 on November 3, 2020, it is in the best interest of the Township to proactively establish licensing requirements for regulated cannabis establishments and imposing a municipal tax to support enforcement activities; and

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the “New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act” (the “Act”), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six marketplace classes of licensed businesses, including:

- Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;

- Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 Cannabis Distributer license, for businesses involved in transporting cannabis plants in bulk from on licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
- Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchases items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

WHEREAS, section 31a of the Act authorizes municipalities by ordinance to adopt regulations governing the number of cannabis establishments (defined in section 3 of the Act as “a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer”), cannabis distributors or cannabis delivery services allowed to operate within their boundaries, as well as the location manner and times operation of such establishments, distributors or delivery services, and establishing civil penalties for the violation of any such regulations; and

WHEREAS, on August 17, 2021, the Township Committee adopted Ordinance No. O-11-2021, prohibiting the operation of Class 5 and Class 6 licensed cannabis businesses within the geographical boundaries of the Township.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Elk, County of Gloucester and State of New Jersey as follows:

SECTION 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

SECTION 2. DEFINITIONS.

“CANNABIS CULTIVATOR” means any licensed person or entity that grows, cultivates, or produces cannabis in this State, and sells, and may transport, this cannabis to other cannabis cultivators, or usable cannabis to cannabis manufacturers, cannabis wholesalers, or cannabis retailers, but not to consumers. A cannabis cultivator that is also licensed to sell cannabis and cannabis products to the public outside the Township shall nevertheless be permitted to engage in cannabis cultivation by the Township.

“CANNABIS ITEM” means any usable cannabis, cannabis, product, cannabis extract, and any other cannabis resin including any form of medical cannabis intended for consumption by registered qualifying patients pursuant to the “Jake Honig Compassionate Use Medical Cannabis 5 Act,” P.L.2009, c.307 (C.24:61-1 et al.) and P.L.2015, c.158 (C.18A:40-12.22 et al.).

“CANNABIS MANUFACTURER” means any licensed person or entity that processes cannabis items by purchasing or otherwise obtaining usable cannabis, manufacturing, preparing, and packaging cannabis items, and selling, and optionally transporting, these items to other cannabis manufacturers, cannabis wholesalers, or cannabis retailers, but not to consumers. A cannabis manufacturer who is also licensed to sell cannabis and cannabis products to the public in locations outside the Township shall nevertheless be permitted to engage in cannabis manufacturing in the Township.

"CANNABIS PRODUCT" means a product containing usable cannabis, cannabis extract, or any other cannabis resin, and other ingredients intended for human consumption or use, including a product intended to be applied to the skin or hair, edible cannabis products, ointments and tinctures.

"MANUFACTURE" means the drying, processing, compounding, or conversion of usable cannabis into cannabis products or cannabis resins.

SECTION 3. CANNABIS OPERATIONAL REQUIREMENTS.

A cannabis cultivation or manufacturing facility issued a permit or license by the State of New Jersey and operating in the Township under this Chapter shall at all times comply with the following operational requirements:

- a. A cannabis facility shall comply with the Township zoning code, the building code and all subcodes, and the property maintenance code at all times.
- b. The facility must hold at all times a valid license or permit issued by the State of New Jersey to undertake cannabis Class1-4 licensed business at the permitted property. A State issued license is valid only for the location identified on the license and until the expiration date printed on the license and cannot be transferred to another location in the Township without a new application. The State issued license shall be prominently displayed inside the permitted premises in a location where it can be easily viewed by law enforcement and administrative authorities.
- c. Class1-4 licensed business shall be conducted solely within the permitted premises on the permitted property. No Class1-4 facility shall be permitted to operate from a movable, mobile or transitory location, except for the permitted and transportation of cannabis and cannabis products to and from the facility pursuant to the terms of the State license or permit.
- d. No person under the age of 18 shall be permitted to enter into the permitted premises.
- e. A cannabis Class1-4 licensed business shall at all times maintain a security system that meets State law requirements, and shall also include:
 1. Security surveillance cameras installed to monitor all entrances along with the interior and exterior of the permitted premises;
 2. Burglary alarm systems which are professional monitored and operated 24 hours a day, 7 days a week;
 3. All security recordings and documentation shall be preserved for at least 30 days and made available to law enforcement upon request for inspection.
- f. All cannabis in whatever form stored at the permitted premises shall be kept in a secure manner and shall not be visible from outside the permitted premises, nor shall it be grown, processed, exchanged, displayed or dispensed outside the permitted premises.
- g. The amount of cannabis on the permitted property and under the control of the permit holder, owner or operator of the facility shall not exceed the amount permitted by the State license.

- h. No pictures, photographs, drawings or other depictions of cannabis or cannabis paraphernalia shall appear on the outside of any permitted premises nor be visible outside of the permitted premises on the permitted property.
- i. The words "marijuana," "cannabis" and any other words used or intended to convey the presence or availability of marijuana shall not appear on the outside of the permitted premises nor be visible outside of the permitted premises on the permitted property.
- j. Sales to the public, public consumption or use of cannabis, alcohol, cannabis or other controlled substances on the permitted premises is strictly prohibited.
- k. No facility shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors beyond the boundaries of the property on which the facility is operated; or creating any other nuisance that hinders the public health, safety and welfare of the residents of the Township.
- l. Odor control devices and techniques shall be incorporated in all cannabis businesses to ensure that odors from cannabis are not detectable off-site. Cannabis businesses shall provide a sufficient odor-absorbing ventilation and exhaust system so that odor generated inside the cannabis business that is distinctive to its operation is not detected outside of the facility or on adjacent property or public rights-of-way.

If and where applicable, cannabis businesses shall install measures such as an exhaust air filtration system with odor control that prevents internal odors from being emitted externally, or an air system that creates negative air pressure between the cannabis business's interior and exterior, so that the odors generated inside the cannabis business are not detectable on the outside of the cannabis business, or such other technology or systems to prevent external emissions of odor.

- m. No person operating or employed by a cannabis Class1-4 licensed business shall provide or otherwise make available cannabis to any person who is not legally authorized to possess same under state law.
- n. The owner and operator of a cannabis Class1-4 licensed business facility shall use lawful methods in controlling and disposing of waste or by-products from any activities allowed under the State license or permit.
- o. Cannabis may be transported within the Township under this Ordinance by a company licensed to do so by the State, and to effectuate its purpose, only:
 - 1. In a manner consistent with all applicable State laws and rules, as amended;
 - 2. In a secure manner designed to prevent the loss of the cannabis;
 - 3. Using vehicles that do not have exterior markings including the words "marijuana," "cannabis" or any similar or slang words; pictures or other renderings of the cannabis plant; advertisements for cannabis or for its transfer, cultivation, delivery, transportation or manufacture; or any other word, phrase or symbol indicating or tending to indicate that the vehicle is transporting cannabis.

- p. No vehicle, trailer or portable storage unit may be used for the storage of cannabis, but may only be used incidental to, and in furtherance of, the transportation of cannabis and cannabis products on and off the premises.
- q. Coordination of safety and security measures. Any application for a cannabis Class1-4 licensed business facility shall coordinate with the Chief of Police, or his or her designee, regarding the measures to be taken to ensure the security of the facility and the safety of the public and facility employees. Such measures may include, but are not limited to, facility access controls, surveillance systems and site lighting consistent with the requirements of State law.
- r. Inspection. Subject to the requirements and limitations of state law, the municipality shall have the reasonable right to inspect the premises of any approved dispensary, cannabis cultivation or cannabis manufacturing facility during its regular hours of operation to ensure compliance with local ordinances and regulations.

SECTION 4. LICENSING, REGISTRATION AND BUSINESS REGULATIONS.

Cannabis Establishments.

The regulations of this Ordinance are subject to the enabling authority of the State of New Jersey and are subject to compliance with all statutes and/or regulations adopted by the State of New Jersey or its instrumentalities, including the Cannabis Regulatory Commission. If any provision of this Ordinance is inconsistent with the State statutes and/or regulations, the State statutes and/or regulations shall prevail.

Licensing.

- a. Local licensing authority.
 - 1. The Township Committee is hereby designed to act as the local licensing authority for the Township for all cannabis establishments. Under all circumstances in which State law requires communication to the Township by the Cannabis Regulatory Commission or any other State agency with regard to the licensing of cannabis establishments by the State, or in which State law requires any review or approval by the Township of any action taken by the State licensing authority, the exclusive authority for receiving such communications and granting such approvals shall be exercised by the Committee.
 - 2. Under no circumstances shall a local license for a cannabis establishment issued by the Township be effective until or unless the State has issued the requisite permits or licenses to operate such a facility. It is the intent of this Chapter that no cannabis establishment may lawfully operate in the Township without the issuance of a State permit or license and fully regulatory oversight of the cannabis establishment by the Cannabis Regulator Commission or other state licensing authority as well as well as oversight and issuance of a license by the Township.
- b. Classification of licenses. The Township, subject to Township and/or County land use approval and State licensure, may issue the following municipal licenses to operate a cannabis establishment:

- Class I: Cannabis cultivator license
- Class II: Cannabis manufacturer license
- Class III: Cannabis wholesaler license
- Class IV: Cannabis distributor license

- c. Maximum number of licenses. The Township may issue a maximum of two (2) Class I licenses, two (2) Class II licenses, two (2) Class III licenses; and two (2) Class IV licenses. Licensure in all classes may be, but are not required to be, held by the same entity or individual, but an entity may not hold more than one cannabis retailer license. Any license conditionally issued by the Township is contingent upon the locally licensed entity's or individual's subsequent recipient of a State permit or license of the same class or type of regulated cannabis activity.
- d. Application. Persons wishing to obtain any classification of cannabis license shall file a license application with the Township Clerk, on a standardized form established by the Township Committee and available at the Clerk's Office. The Township Committee shall establish a reasonable application period and deadline for all applications. An application shall be deemed incomplete, and shall not be processed by the Township Committee, until all documents and application fees are submitted. To be deemed complete, all applications shall be accompanied by the following:
 - 1. A photocopy of a valid, unexpired driver's license or state issued identification card for all owners, directors, and officers of the proposed cannabis establishment.
 - 2. A signed application, which must include all of the following information and documents:
 - i. If the applicant is an individual, the applicant's name; date of birth; Social Security number; physical address, including resident and any business address or addresses; copy of government issued photo identification; email address; one or more valid phone numbers, including emergency contact information; or
 - ii. If the applicant is not an individual, the names; dates of birth; physical addresses, including residential and any business address; copy of government-issued photo identifications; email address; and one or more phone numbers of each stakeholder of the applicant entity, including designation of the highest ranking officer or representative as an emergency contact person; contact information for the emergency contact person; copy of articles of incorporation or organization; assumed name registration; copy of Internal Revenue Service EIN confirmation letter; copy of the operating agreement of the applicant, if a limited liability company; copy of the partnership agreement, if a partnership; names and addresses of the beneficiaries, if a trust, or a copy of the bylaws or shareholder agreement, if a corporation; and New Jersey Business Registration Certification.
 - 3. Consent to perform a background check/investigation by the Township.

4. The applicant shall submit proof that the applicant has or will have lawful possession of the premises proposed for the cannabis establishment, which proof may consist of: a deed, a lease, a real estate contract contingent upon successful licensing, or a binding letter of intent by the owner of the premises indicating an intent to lease the premises to the applicant contingent upon successful licensing.
5. The applicant shall submit an affidavit and documentary proof of compliance with all state and local laws regarding affirmative action, anti-discrimination and fair employment practices. The applicant shall also certify under oath that they will not and shall not discriminate based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.
6. The location proposed for licensing by the applicant shall comply with all applicable municipal zoning laws.
7. The applicant shall submit, to the satisfaction of the Township Committee, proof of financial capability to open and operate the cannabis establishment for which the applicant is seeking a license. Standards for proof of financial capability shall be determined by the Township CFO and/or Administrator.
8. The applicant shall submit all required non-refundable fees for the application and conditional license in accordance with the following fee schedule:

Class I:	\$10,000 Cannabis cultivator license (grower) per location
Class II:	\$10,000 Cannabis manufacturer license (processor) per location
Class III:	\$10,000 Cannabis wholesaler license per location
Class IV:	\$10,000 Cannabis distributor license per location
9. The applicant shall submit all annual license fees (including renewal) required in accordance with the following fee schedule, which shall be refunded in the event the applicant does not receive a renewal license:

Class I:	\$10,000 Cannabis cultivator license (grower)
Class II:	\$10,000 Cannabis manufacturer license (processor)
Class III:	\$10,000 Cannabis wholesaler license
Class IV:	\$10,000 Cannabis distributor license
10. In addition to complying with the State requirement related to good character and criminal background, any person proposed to have an ownership interest in the license shall not have had any cannabis license or permit revoked for a violation affecting public safety in the State of New Jersey or a subdivision thereof within the preceding five (5) years.

11. The applicant and the application shall otherwise comply with any, and all qualifications standards set forth in the State and Township laws or regulations.
12. In the event there are multiple applicants for a license, the Township Committee shall evaluate all applicants and issue a notification of award after consideration and evaluation of the following criteria:
 - i. Applicant's owners' or principals' qualifications and experience operating in highly regulated industries, including cannabis, healthcare, pharmaceutical manufacturing, and retail pharmacies, with preference to experience operating such business within the State of New Jersey and where the value of owners' experience shall outweigh the experience of non-owner principals (twenty percent (20%), not to exceed 2,500 words);
 - ii. Applicant's qualifications and experience related to public safety and security, including any of the applicant's owners' or principals' experience in law enforcement and drug enforcement (ten percent (10%), not to exceed 1,000 words), and a summary of the applicant's plans for storage of products and currency, physical security, video surveillance, security personnel, and visitor management (ten percent (10%), (total possible twenty percent (20%), not to exceed 2,500 word);
 - iii. Applicant's or its owners' experience conducting or supporting or plans to conduct institutional review board-approved research involving human subjects that is related to medical cannabis or substances abuse, where the value of past or ongoing clinical research with IRB approval shall outweigh plans to conduct such research (five percent (5%), whether the applicant has had any assurance accepted by the U.S. Department of Health & Human Services indicating the applicant's commitment to complying with 45 CFR Part 46 (five percent), and whether the applicant has a research collaboration or partnership agreement in effect with an accredited U.S. school of medicine or osteopathic medicine with experience conducting cannabis-related research (five percent (5%) (total possible ten percent (10%), not to exceed 2,500 words);
 - iv. Applicant's or its owners' demonstrated commitment or sufficient experience as responsible employers, defined as the applicant entity being a party to a labor peace agreement or the applicant entity or its parent company being a party to a collective bargaining agreement in the regulated cannabis industry for at least one year prior to application for a Cannabis Establishment license, in an effort to create well-paying jobs with employee benefits in the municipality and/or paying at \$15.00 minimum wage (twenty percent (20%), not to exceed 1,500 words);
 - v. Summary of the applicant's environmental impact and sustainability plan; whether the applicant entity or its parent company has any recognitions from or registrations with federal or New Jersey state environmental regulators for innovation in sustainability; and whether the applicant entity or its parent company holds any certification under international standards demonstrating the applicant has an effective environmental

management system or has an designated sustainability officer to conduct internal audits to assess the effective implementation of an environmental management system (five percent (5%), not to exceed 500 words);

- vi. Applicant's ties or proposed contribution to the host community, demonstrated by at least one shareholder's proof of residency in the Township for two or more years in the past ten years or at least one shareholder's continuous ownership of a business based in the Township for two or more years in the past ten years (fifteen percent (15%), not to exceed 500 words); and
 - vii. Applicant's demonstrated commitment to diversity in its ownership composition and hiring practices and whether the applicant entity or its parent company holds any certifications as a NJ minority-owned, women-owned, or veteran-owned business (ten percent (10%), not to exceed 1,500 words).
13. Notwithstanding the foregoing competitive application process, a notification of award and conditional municipal license shall entitle the recipient applicant to pursue a State permit or license in the appropriate classification for up to six (6) months, which may be extended in the Township Committee's discretion for an additional six (6) months for good cause. No license to operate shall issue until the applicant has received a State permit and satisfied other prerequisites of municipal licensure. If the recipient of a notice of award and conditional license has not received a State permit or license within twelve (12) months from issuance, unless extended for good cause, the Township Committee shall issue a new request for application and evaluation all applicants for licensure under the above criteria.
- e. Term of license and license renewals.
- 1. Any local license issued pursuant to this Chapter shall be valid for a period of one (1) year from the date of issuance and shall be renewed in accordance with the provisions of this Chapter.
 - 2. The Township Committee may, at their discretion, adjust the renewal date of the local license to correlate with an applicant's State licensing and renewal schedule.
 - 3. Renewal of any license shall be governed by any code amendments, additional restrictions or changes in regulations adopted since the previous license was issued or renewed.
 - 4. Transfer of ownership of any local license or change of location of any license or modification to expand a licensed premise shall be subject to the submission of an amended Application, Township Planning zoning review and approval.
 - 5. Except where the Township Committee has received a complete renewal application along with the requisite fees, and has issued a license renewal, it shall be unlawful for any person to manufacture, sell, distribute, transfer, transport, or otherwise remove cannabis or cannabis products from the premises of any license after the expiration date recorded on the face of the license.

6. Limitations on liability. As a condition to the issuance of any cannabis business authorization permit, the applicant shall be required to:
 - i. Execute an agreement, in a form approved by the Township Solicitor, agreeing to indemnify, defend at applicant's sole cost and expense and hold harmless the Township of Elk, its officers, officials, employees, representatives, and agents from any and all claims, losses, damages, injuries, liabilities or losses, which arise out of or are in any way related to, the Township's issuance of the cannabis business authorization permit or the process used by the Township in making its decision to issue a permit.
 - ii. Agree to reimburse the Township of Elk for costs and expenses, including, but not limited to, attorney fees, litigation costs, and court costs which the Township of Elk may be required to pay as a result of any legal challenge related to the Township's approval of the applicant's cannabis business authorization permit, or related to the Township's approval of a cannabis activity. Any participation by the Township of Elk at its own expense in the defense of any such action shall not relieve or release the applicant(s) from any obligations imposed under this section.
7. Disciplinary Actions; Sanctions; Penalties.
 - i. Disciplinary actions. Procedures for investigation of license violations and for suspension revocation, or other licensing sanctions as a result of any such violation shall be as follows:
 - A. First offense: Up to \$250 per violation per day;
 - B. Second offense: Up to \$500 per violation per day;
 - C. Third violation shall result in summary suspension.
 - ii. Summary suspension. Notwithstanding the foregoing section, when the Township Committee has reasonable grounds to believe that a licensee has engaged in deliberate and willful violation of any applicable law or regulation, or that the public health, safety and/or general welfare has been jeopardized and requires emergency action, the Township Committee may enter a summary suspension order for the immediate suspension of such license pending further investigation.
 - A. The summary suspension order shall be in writing and shall State the reasons therefore. The licensee shall be afforded an opportunity for a hearing as outlined herein.
 - B. The Township Committee shall convene a review panel consisting of the two (2) Committee members, a second administrative officer designated by the Mayor, and the Chief of Police. The hearing shall be scheduled within 30 days of the date of the order of suspension.
 - C. The review panel is authorized to impose any fines, conditions, restrictions, suspensions or combination thereof authorized by the State of New Jersey. In the absence of State specified penalties, the Township may

issue fines up to, but not to exceed, \$2,500 per offense and/or suspension of license for a period not to exceed six (6) months.

- iii. Inactive licenses. Following the commencement of a Class1-4 licensed business, the Township Committee may suspend or revoke any license if the licensed premises have been inactive or unoccupied by the licensee by for at least six (6) months.
- iv. State license. The Township Committee may suspend or revoke any license if the corresponding State license or permit for the subject location is expired, surrendered, suspended or revoked.

SECTION 5. TRANSFER TAX.

- a. Transfer tax imposed. There is hereby imposed a transfer tax of two percent (2%) on receipts from the sale of cannabis by a cannabis cultivator or manufacturer, or receipts from the sale of cannabis items from one cannabis cultivator or manufacturer to another cannabis establishment; and a tax of one percent (1%) of the receipts from each sale by a cannabis wholesaler. Such tax shall be collected or paid, and remitted to the municipality by the cannabis establishment from the cannabis establishment purchasing or receiving the cannabis or cannabis item. The transfer tax shall be stated, charged, and shown separately on any sales slip, invoice, receipt or other statement or memorandum of the price paid or payable, or equivalent value of the transfer, for the cannabis or cannabis item.
- b. Tax liability. Every cannabis establishment required to collect a transfer tax pursuant to this section shall be personally liable for the transfer tax or user tax imposed, collected, or required to be collected under this section. Any cannabis establishment shall have the same right with respect to collecting the transfer tax from another cannabis establishment as if the transfer tax was a part of the sale and payable at the same time, or with respect to non-payment of the transfer tax or user tax by the cannabis establishment, as if the transfer tax was a part of the purchase price of the cannabis or cannabis item, or equivalent value of the transfer of the cannabis or cannabis item, and payable at the same time; provided however, that the Chief Fiscal Officer of the municipality shall be joined as a party in any action or proceeding brought to collect the transfer tax or user tax.
- c. Collection of taxes and lien. All revenues collected from a transfer tax imposed pursuant to this section shall be remitted to the Chief Financial Officer in the manner prescribed herein. The Chief Financial Officer shall collect and administer any transfer tax imposed pursuant to this chapter. The municipality may enforce the payment of delinquent taxes or transfer fees imposed pursuant to this section in the same manner as provided for municipal real property taxes. In the event that the transfer tax imposed pursuant to this section is not paid as and when due by a cannabis establishment, the unpaid balance, and any interest accruing thereon, shall be a lien on the parcel of real property comprising the cannabis establishment's premises in the same manner as all other unpaid municipal taxes, fees or other charges. The lien shall be superior and paramount to the interest in the parcel of any owner, lessee, tenant, mortgagee, or other person, except the lien of municipal taxes, and shall be on a parity with and deemed equal to the municipal lien on the parcel for unpaid property taxes due and owing in the same year. The municipality shall file in the office of its Tax Collector a statement showing the amount and due date of the unpaid balance and identifying the lot and block number of the parcel of real property that

comprises the delinquent cannabis establishment's premises. The lien shall be enforced as a municipal lien in the same manner as all other municipal liens are enforced.

- d. Administration of transfer tax. The Chief Financial Officer is charged with the administration and enforcement of the provisions of this Chapter, and is empowered to prescribe, adopt, promulgate and enforce rules and regulations relating to any matter pertaining to the administration and enforcement of this chapter, including provisions for reexamination and corrections of declarations and returns, and of payments alleged or found to be incorrect, or as to which an overpayment is claimed or found to have occurred, and to prescribe forms necessary for the administration of this Chapter. Should a cannabis establishment fail or refuse to provide adequate information to the Chief Financial Officer to determine the amount of tax due, the Chief Financial Officer may use information provided to the Chief Financial Officer from other sources (i.e., the Commission or Department of Treasury) to determine the amount of tax liability.
 - i. It shall be the duty of the Chief Financial Officer to collect and receive the taxes, fines, and penalties imposed by this chapter. It shall also be the duty of the Chief Financial Officer to keep a record showing the date of such receipt. The Chief Financial Officer is authorized to enter into agreements with the State of New Jersey to obtain information to facilitate administration of the tax. The Chief Financial Officer is authorized to issue a ruling upon written request of a taxpayer or upon its own volition.
 - ii. The Chief Financial Officer is hereby authorized to examine the books, papers and records of any taxpayer to verify the accuracy of any declaration or return, or if no declaration or return was filed, to ascertain the tax due. Every taxpayer is hereby directed and required to give to the Chief Financial Officer, or to any agent designated by him/her, the means, facilities and opportunity for such examinations and investigations, as are hereby authorized.
- e. Recordkeeping. Taxpayers liable for the transfer tax are required to keep such records as will enable the filing of true and accurate returns or the tax and such records shall be preserved for a period of not less than three (3) years from the filing date or due date, whichever is later, in order to enable the Chief Financial Officer or any agent designated by him to verify the correctness of the declarations or returns filed. If records are not available in the municipality to support the returns which were filed or which should have been filed, the taxpayer will be required to make them available to the Chief Financial Officer either by producing them at a location in the municipality or by paying for the expenses incurred by the Chief Financial Officer or his agent in traveling to the place where the records are regularly kept.
- f. Returns. All cannabis establishments operating in the municipality are required to file a transfer tax return with the Chief Financial Officer to report their sales during each calendar quarter and the amount of tax in accordance with the provision of this chapter. Returns shall be filed and payments of tax imposed for preceding calendar quarter shall be made on or before the last day of April, July, October and January, respectively. A taxpayer who has overpaid the transfer tax, or who believes it is not liable for the tax, may file a written request on an amended tax return with the Chief Financial Officer for a refund or credit of the tax. For amounts paid as a result of a notice asserting or informing a taxpayer of an underpayment, a written request for a refund shall be filed with the Chief

Financial Officer within two (2) years of the date of the payment. Thereafter, no refund will issue.

- g. Confidentiality. The returns filed by taxpayers, and the records and files of the Chief Financial Officer respecting the administration of the transfer tax, shall be considered confidential and privileged and neither the municipality nor any employee or agent engaged in the administration thereof or charged with the custody of any such records or files, nor any former officer or employee, nor any person who may have secured information therefrom, shall divulge, disclose, use for their own personal advantage, or examine for any reason other than a reason necessitated by the performance of official duties any information obtained from the said records or files or from any examination or inspection of the premises or property of any person except as required by the New Jersey Open Public Records Act or Right to Know Law. Neither the Chief Financial Officer nor any employee engaged in such administration or charged with the custody of any such records or files shall be required to produce any of them for the inspection of any person or for use in any action or proceeding except when the records or files or the facts shown thereby are directly involved in an action or proceeding under the provisions of the State Uniform Tax Procedure Law or of the tax law affected, or where the determination of the action or proceeding will affect the validity or amount of the claim of the municipality under the tax provisions of this chapter.
- h. Audit and assessment. The Chief Financial Officer may initiate an audit by means of an audit notice. If, as a result of an examination conducted by the Chief Financial Officer, a return has not been filed by a taxpayer or a return is found to be incorrect and transfer taxes are owed, the Chief Financial Officer is authorized to assess and collect any tax due. If no return has been filed and tax is found to be due, the tax actually due may be assessed and collected with or without the formality of obtaining a return from the taxpayer. Deficiency assessments (i.e., where a taxpayer has filed a return but is found to owe additional tax) shall include taxes for up to three (3) years to the date when the deficiency is assessed. Where no return was filed, there shall be no limit to the period of assessment.

Upon proposing an assessment, the Chief Financial Officer shall send the taxpayer an interim notice by certified, mail, return receipt requested, which advises the taxpayer of additional taxes that are due. Should the taxpayer wish to dispute the assessment administratively by requesting a hearing with the Chief Financial Officer it must do so within thirty (30) days of the date of such interim notice. If, after the Chief Financial Officer sends an interim notice, a taxpayer fails to timely request a hearing with the Chief Financial Officer or requests a hearing and after conducting a hearing, the Chief Financial Officer determines that the taxes are due, the Chief Financial Officer shall send the taxpayer by certified mail, return receipt request, a final notice. Should the taxpayer wish to dispute the assessment set forth in the final notice, he or she must initiate an appeal in the New Jersey Tax Court within ninety (90) days after the mailing of any final notice regarding a decision, order, finding, assessment, or action hereunder.

- i. Time limitations. The following periods of limitations shall apply to suits for collection of taxes: When a return has been filed but no tax paid, any suit brought to recover the tax due and unpaid shall be filed within two (2) years after the return was due or filed, whichever is later. Where no return was filed or a fraudulent return was filed, there shall be no limits to file suit for the collection of taxes. Where, before the expiration of the time prescribed in this section for the filing of a lawsuit against the taxpayer, both the Chief Financial Officer and

taxpayer have consented in writing to its extension after such time, the suit may be filed at any time prior to the expiration of the period agreed upon. The period so agreed upon may be extended by subsequent agreements in writing made before the expiration of the period previously agreed upon.

- j. Hearings. Any person who receives an interim notice from the Chief Financial Officer may within thirty (30) days after the date of an interim notice, request a hearing with the Chief Financial Officer. Any person who fails to request a Chief Financial Officer's hearing in a timely manner waives the right to administratively contests any element of the assessments. The Chief Financial Officer shall accept payments of disputed tax amounts under protest pending appeals; however, any request for refund of such monies must be filed in accordance with this section.
- k. Appeals. Any aggrieved taxpayer may, within ninety (90) days after the mailing of any final notice regarding a decision, order, finding, assessment, or action hereunder, or publication of any rule, regulation, or policy of the Chief Financial Officer, appeal to the Tax Court pursuant to the jurisdiction granted by N.J.S.A. 2B:13-2a(3) to review actions or regulations of municipal officials by filing a complaint in accordance with the New Jersey Court Rule 8:3-1. The appeal provided by this section shall be the exclusive remedy available to any taxpayer for review of a final decision of the Chief Financial Officer in respect to a determination of liability for the tax imposed by this Chapter.

Severability.

Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

Repealer.

All prior Ordinances or parts of Ordinances inconsistent with this Ordinance be and the same are hereby repealed to the extent of such inconsistencies.

When effective.

This Ordinance shall take effect immediately upon final passage and publication in accordance with law.

INTRODUCTION ROLL CALL VOTE						
COMMITTEE MEMBER	Motion	Second	AYE	NAY	ABSTAIN	ABSENT
Cowan	✓		✓			
Hollywood			✓			
Nicholson			✓			
Rambo		✓	✓			
Sammons			✓			

TOWNSHIP OF ELK

ATTEST:

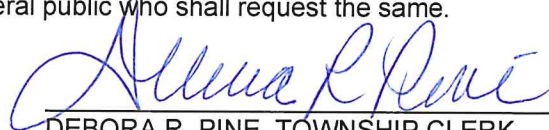
Carolyn D. K. Sammons, Mayor

DEBORA R. PINE, Township Clerk

FINAL ADOPTION ROLL CALL VOTE						
COMMITTEE MEMBER	Motion to Adopt	Second	AYE	NAY	ABSTAIN	ABSENT
Cowan						
Hollywood						
Nicholson						
Rambo						
Sammons						

NOTICE

The Ordinance published herein was introduced and passed upon first reading at a meeting of the Mayor and Committee of the Township of Elk, in the County of Gloucester and State of New Jersey, held on July 7, 2022. It will be further considered for final passage, after public hearing hereon, at a meeting of said Mayor and Committee to be held in the Township Municipal Building on August 4, 2022, at 7:00 P.M. During the week prior and up to and including the date of such meeting, copies of said Ordinance will be made available at the Clerk's office at the said Municipal Building, 680 Whig Lane, Monroeville, New Jersey, to the members of the general public who shall request the same.



 DEBORA R. PINE, TOWNSHIP CLERK

**RESOLUTION R-74-2022
RESOLUTION AUTHORIZING CONTRACT EXTENSION WITH
JAN-PRO CLEANING & DISINFECTING**

WHEREAS the Township of Elk janitorial services at the Municipal Building are being provided by JAN-PRO Cleaning & Disinfecting; and

WHEREAS there is still a need for their service and it is the Townships desire to extend their contract for one year; and

WHEREAS, the maximum expenditure over a one-year period, authorized by this Resolution is \$5,784.48 (\$482.04 per month) and funds are available for this purpose as certified by the Chief Financial Officer of the Township of Elk.

NOW, THEREFORE, BE IT RESOLVED that JAN-PRO Cleaning & Disinfecting is authorized to continue cleaning services at the Municipal Building at a cost not to exceed \$482.04 per month, with the contract year commencing July 20, 2022 running through July 19, 2023.

ADOPTED at a meeting of the Township Committee of the Township of Elk held on **July 7, 2022**.

TOWNSHIP OF ELK



CAROLYN D. K. SAMMONS, MAYOR

ATTEST:



DEBORA R. PINE, TOWNSHIP CLERK

ROLL CALL VOTE				
COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
Cowan	✓			
Hollywood	✓			
Nicholson	✓			
Rambo	✓			
Sammons	✓			

RESOLUTION R-75-2022

RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF ELK ACKNOWLEDGING CERTAIN APPLICATION REQUIREMENTS AS SET FORTH IN THE MEMORANDUM OF THE NEW JERSEY CANNABIS REGULATORY COMMISSION DATED DECEMBER 10, 2021 FOR CANNABIS LICENSE APPLICANTS

WHEREAS, on August 17, 2021, in response to the deadline for municipal action imposed by the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-45, et seq., the Township of Elk adopted Ordinance O-11-2021, prohibiting Class 5 and 6 of cannabis businesses from operating within the Township; and

WHEREAS, on June 21, 2022, the Township of Elk adopted Ordinance O-3-2022, amending its Unified Development Ordinance to establish, *inter alia*, conditionally permitted use criteria for certain classes of cannabis businesses within the Township; and

WHEREAS, in order for applicants to submit a complete application to the Cannabis Regulatory Commission (the "CRC"), the regulations promulgated by the CRC, at N.J.A.C. 17:30-7.10(b)(9) and N.J.A.C. 17:30-7.8(a)(5), require applicants to submit proof of local support in the form of a governing body resolution; and

WHEREAS, the New Jersey Cannabis Regulatory Commission issued a Guidance Memorandum to Municipal Officials dated December 10, 2021, entitled "Proof of Local Support; Municipal Preference; Fees," providing guidance on the content of a resolution demonstrating local support, indicating that a resolution of support is to contain the following representations:

1. The license applicant's legal name under which they are registered to do business in the State of New Jersey;
2. A determination that the municipality has authorized the type of cannabis business license being sought by the license-applicant to operate within its jurisdiction; and
3. A confirmation that if the municipality has imposed a limit on the number of licensed cannabis businesses, the issuance of a license to the license applicant by the Commission would not exceed that limit, or that the first applicants to receive CRC approval will be deemed approved by the municipality.

NOW THEREFORE, BE IT RESOLVED, that the Township of Elk makes the following representations to the Cannabis Regulatory Commission, consistent with the requirements of the Cannabis Regulatory Commission's December 10, 2021 Memorandum directed to Municipal Officials:

- i. This Resolution applies to ATH-NJ, LLC, 219 North Vineyard Boulevard, Collingswood, New Jersey 08108, and their proposed Class 1 Cultivation facility to be located at 730 Buck Road, in the Township's Rural Environmental Residential (RE) Zoning District and Cannabis Establishment Overlay Zone;
- ii. The Township of Elk, through the adoption of Ordinance O-3-2022, has authorized Class 1-4 cannabis businesses to operate as a Conditionally Permitted Use within its RE Zoning District and Cannabis Establishment Overlay Zone, upon approval of Application by the Elk Township Committee, receiving the appropriate zoning permits, land use approvals and other applicable local and state approvals; and

- iii. The Township of Elk has imposed a limit of two (2) on the number of Class 1 cultivation licenses to be issued within the Township, and the issuance of a Municipal Class 1 License to ATH-NJ, LLC will not exceed the limit.

BE IT FURTHER RESOLVED that the operation of a Class 1 cultivation facility within the Township of Elk requires the license holder to comply with any applicable zoning and land use requirements, local Ordinance requirements, all state laws and regulations, any terms and conditions of the Class 1 license, and the issuance of a municipal cannabis business license in accordance with the Elk Township Code; and

BE IT FINALLY RESOLVED, that the Township of Elk, including its elected officials, employees and Professionals, may communicate with the Cannabis Regulatory Commission as necessary to confirm and/or supplement the contents of this Resolution as may be requested by the Commission.

ADOPTED at a Regular Meeting of the Elk Township Committee held July 7, 2022.

TOWNSHIP OF ELK

BY: 
CAROLYN D. K. SAMMONS, Mayor

ATTEST:


DEBORA R. PINE, Township Clerk

ROLL CALL VOTE				
COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
Cowan	✓			
Hollywood	✓			
Nicholson	✓			
Rambo	✓			
Sammons	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Elk, County of Gloucester, State of New Jersey, at a meeting held by the same on July 7, 2022, in the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.

 DEBORA R. PINE
 Clerk

RESOLUTION R-76-2022

RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF ELK APPROVING FORM OF MAINTENANCE GUARANTEE SUBMITTED BY SOUTH STATE, INC. FOR THE JACOB HARRIS LANE RESURFACING AND SAFETY IMPROVEMENTS

WHEREAS, via Resolution No. R-69-2022, the Elk Township Committee approved Change Order No. 1 and Final Payment to South State, Inc. for the Jacob Harris Lane Resurfacing and Safety Improvements upon the Township Engineer’s recommendation; and

WHEREAS, the Applicant has submitted Maintenance Bond Surety Bond No. 107324742M dated May 27, 2022, in the amount of \$354,530.76 issued by Travelers Casualty and Surety Company of America, and

WHEREAS, the Elk Township Solicitor has reviewed the form of Maintenance Surety Bond which has been submitted by the Applicant, and has approved the amount and form of said Maintenance Surety Bond; and

WHEREAS, the Elk Township Committee has reviewed the aforesaid opinion of the Township Solicitor and, based upon the opinion of the Township Solicitor, has determined that the submitted form of the Maintenance Surety Bond is acceptable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of Elk, Gloucester County, New Jersey, as follows:

- 1. The form of Maintenance Bond Surety Bond No. 107324742M dated May 27, 2022, in the amount of \$354,530.76 issued by Travelers Casualty and Surety Company of America is hereby approved, and the Township Clerk may accept said Maintenance Surety Bond upon receipt of the original documents.
2. The Township Clerk is directed to forward a certified copy of this Resolution to the Applicant, the Elk Township Engineer and the Elk Township Treasurer.

ADOPTED at a regular meeting of the Elk Township Committee held July 7, 2022.

TOWNSHIP OF ELK

BY: CAROLYN D. K. SAMMONS, Mayor

ATTEST:

DEBORA R. PINE, Township Clerk

ROLL CALL VOTE table with columns: COMMITTEE, AYE, NAY, ABSTAIN, ABSENT. Rows include Hollywood, Nicholson, Cowan, Hollywood, Rambo.

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Elk, County of Gloucester, State of New Jersey, at a meeting held by the same on July 7, 2022, in the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.

DEBORA R. PINE
Clerk

R-78-2022

**RESOLUTION OF THE TOWNSHIP OF ELK
AUTHORIZING APPLICATION TO THE NJDOT LOCAL AID INFRASTRUCTURE FUND
FY 2022 GRANT PROGRAM PUBLIC WORKS PROJECT – CHRISTIAN STREET**

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Christian Street Improvements project.


NOW, THEREFORE, BE IT RESOLVED that Committee of the Township of Elk formally approves the grant application for the above stated project.

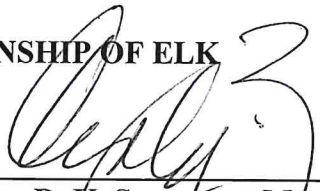
BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as LAIF-2022-Christian Street Improvements-00081 to the New Jersey Department of Transportation on behalf of the Township of Elk.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Elk and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

THIS RESOLUTION IS DULY ADOPTED at a Meeting of the Township Committee of the Township of Elk held on July 7, 2022, at the Municipal Building, 680 Whig Lane, Aura, New Jersey.

ATTEST:


DEBORA R. PINE, Township Clerk

TOWNSHIP OF ELK

Carolyn D. K. Sammons, Mayor

COMMITTEE	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
Cowan	✓			
Hollywood	✓			
Nicholson	✓			
Rambo	✓			
Sammons	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Elk, County of Gloucester, State of New Jersey, at a meeting held by the same on July 7, 2022 in the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.

DEBORA R. PINE, Township Clerk

RESOLUTION R-79-2022

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWING MEMBERSHIP IN THE GLOUCESTER, SALEM, CUMBERLAND COUNTIES MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the ELK TOWNSHIP (aka Township of Elk) (hereinafter the "MUNICIPALITY") is a member of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund (hereinafter the "FUND"); and

WHEREAS, the MUNICIPALITY'S membership terminates as of January 1, 2023 unless earlier renewed by a Contract between the MUNICIPALITY and the FUND; and

WHEREAS, N.J.S.A. 40A:11-5 (1) (m) provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the subject matter is for the purchase of insurance coverage and consultant services, provided that the award is in accordance with the requirements for extraordinary unspecifiable services; and

WHEREAS, N.J.S.A. 40A:11-6.1(b) provides that the MUNICIPALITY shall make a documented effort to secure competitive quotations; however, a Contract may be awarded upon a determination, in writing, that the solicitation of competitive quotations is impracticable; and

WHEREAS, in accordance with N.J.A.C. 5:34-2.3, a designated official of the MUNICIPALITY, has filed a certificate with the governing body describing in detail, as set forth below in this Resolution, why this Contract meets the provisions of the statutes and the regulations and why the solicitation of competitive quotations is impracticable; and

WHEREAS, it has been determined that the purchase of insurance coverage and insurance consultant services by the MUNICIPALITY requires a unique knowledge and understanding of the municipal exposures and risks associated with the operation of a municipal entity, and many insurance professionals are not qualified to assess these risks and exposures based upon their inherent complexity; and

WHEREAS, insurance coverage for municipal entities can vary greatly in the type, limits, and exceptions to coverage, and therefore particularized expertise in determining and obtaining the appropriate coverage is required to protect the MUNICIPALITY; and

WHEREAS, it is the goal of the MUNICIPALITY to obtain a single integrated program to provide all types of insurance coverage with a plan to limit the MUNICIPALITIES exposure; and

WHEREAS, the FUND has provided comprehensive insurance coverage to member municipalities since 1991; and

WHEREAS, since 1991, the Fund has continually refined all of the types of coverage that it provides to its members so that it offers comprehensive insurance coverage and limits to all members that is unique and cannot be purchased from a single entity in the commercial insurance market; and

WHEREAS, the FUND has also developed and made available to its members Safety, Risk Management and Litigation Management programs that address the specific exposures and risks associated with municipal entities; and

WHEREAS, the FUND provides the MUNICIPALITY with Fund Administration, Claims Review, Claims Processing, Claims Administration, Actuarial and Legal services; and

WHEREAS, the FUND is one of the most financially sound Municipal Joint Insurance Funds in New Jersey, and the FUND operates with strong fiscal controls, member oversight, and meets all of the requirements promulgated by the New Jersey Department of Community Affairs and the Department of Banking and Insurance; and

WHEREAS, as an existing member of the FUND, the MUNICIPALITY would be renewing its membership in an organization with experienced and dedicated FUND Professionals who provide specialized services to the members; and

WHEREAS, the membership of the FUND includes many neighboring municipalities that uniquely have similar exposures to the MUNICIPALITY, and with whom the MUNICIPALITY has existing inter-local arrangements; and

WHEREAS, all of the aforementioned factors categorize the award of this Contract as an "extraordinary, unspecifiable service" that cannot be duplicated, accounted for, accurately detailed, or described in a manner that truly depicts the value of the MUNICIPALITY'S membership in the FUND; and

WHEREAS, for all of the aforementioned reasons, it is impracticable for the MUNICIPALITY to seek competitive quotations for a Contract to provide the procurement of insurance coverage and consultant services; and

WHEREAS, the FUND has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and as such is an agency of the municipalities that created it; and

WHEREAS, N.J.S.A. 40A:11-5(2) also provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the Contract is entered into with a municipality or any board, body, officer, agency or authority thereof; and

WHEREAS, the FUND meets the definition of an agency as set forth in N.J.S.A. 40A:11-5(2); and

WHEREAS, for all of the aforementioned reasons, the MUNICIPALITY desires to enter into a Contract to renew its membership with the FUND for a period of three (3) years, for insurance coverage and consultant services, as an exception to the public bidding requirements of the Local Public Contracts Law.


NOW THEREFORE, be it resolved by the governing body of the MUNICIPALITY as follows:

1. The MUNICIPALITY agrees to renew its membership in the FUND and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the FUND.
2. The Mayor and Clerk of the MUNICIPALITY shall be and hereby are authorized to execute the "Contract to Renew Membership" annexed hereto and made a part hereof and to deliver same to the FUND evidencing the MUNICIPALITY'S renewal of its membership.
3. In accordance with N.J.A.C. 5:34-2.3, the certificate of a designated official of the MUNICIPALITY, which details why the solicitation of competitive quotations is impracticable, is attached hereto and made a part of this Resolution.
4. The Clerk of the MUNICIPALITY is authorized and directed to place a notice of the adoption of this Resolution and the award of this Contract in the official newspaper of the MUNICIPALITY.

Adopted at a Regular Meeting of the Township Committee of the Township of Elk, held on July, 7, 2022.

ATTEST:


DEBORA R. PINE, Township Clerk

TOWNSHIP OF ELK

Carolyn D. K. Sammons, Mayor

ROLL CALL VOTE				
COMMITTEE	AYES	NAYS	ABSTAIN	ABSENT
Cowan	✓			
Hollywood	✓			
Nicholson	✓			
Rambo	✓			
Sammons	✓			

R-81-2022
RESOLUTION OF THE TOWNSHIP OF ELK
AUTHORIZING APPLICATION TO THE ATLANTIC CITY ELECTRIC SUSTAINABLE
COMMUNITIES GRANT-2022

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic, and social objectives are balanced and mutually supportive; and

WHEREAS, the Township of Elk strives to save tax dollars, while assuring clean land, air, and water, and to improve working and living environments; and

WHEREAS, the Township of Elk is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program; and

WHEREAS, a study by the New Jersey Department of Transportation, and an on-going Transportation and Community Development Initiative study, funded by the Delaware Valley Regional Planning Commission, have recommended that Trailhead signs and directional/wayfinding signs be added to our Elephant Swamp Trail and the connecting trail to the Elk Township Recreation Park, and

THEREFORE, the Committee of the Township of Elk has determined that the Township of Elk should apply for the aforementioned Grant.

THEREFORE, BE IT RESOLVED, that the Committee of the Township of Elk, State of New Jersey, authorize the submission of the aforementioned Sustainable Jersey Grant.

THIS RESOLUTION IS DULY ADOPTED at a Meeting of the Township Committee of the Township of Elk held on July 7, 2022, at the Municipal Building, 680 Whig Lane, Aura, New Jersey.

TOWNSHIP OF ELK



Carolyn D. K. Sammons, Mayor

ATTEST:



DEBORA R. PINE, Township Clerk

COMMITTEE	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
Cowan	✓			
Hollywood	✓			
Nicholson	✓			
Rambo	✓			
Sammons	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Elk, County of Gloucester, State of New Jersey, at a meeting held by the same on July 7, 2022 in the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.

 DEBORA R. PINE, Township Clerk

RESOLUTION R-77-2022

**RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF ELK
AUTHORIZING THE EXECUTION OF VENDOR SERVICE AGREEMENT WITH D2 CYBERSECURITY**

WHEREAS, the Township of Elk is a member of the Gloucester, Salem, Cumberland Counties Municipal Joint Insurance Fund (hereinafter "TRICO JIF"); and

WHEREAS, TRICO JIF and D2 Cybersecurity have entered into an agreement whereby D2 Cybersecurity will provide computer and cybersecurity related services to members of the TRICO JIF including the Township of Elk; and

WHEREAS, the services provided by D2 Cybersecurity are paid for by the TRICO JIF on behalf of the Township of Elk; and

WHEREAS, each TRICO JIF member seeking to utilize the services provided by D2 Cybersecurity shall sign a Vendor Service Agreement in the form attached hereto.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of Elk, County of Gloucester, and State of New Jersey that the Mayor is hereby authorized to execute the D2 Cybersecurity Vendor Service Agreement attached hereto.

ADOPTED at a Regular Meeting of the Elk Township Committee held July 7, 2022.

TOWNSHIP OF ELK

BY: _____

CAROLYN D. K. SAMMONS, Mayor

ATTEST:


DEBORA R. PINE, Township Clerk

ROLL CALL VOTE				
COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
Cowan	✓			
Hollywood	✓			
Nicholson	✓			
Rambo	✓			
Sammons	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Elk, County of Gloucester, State of New Jersey, at a meeting held by the same on July 7, 2022, in the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.

DEBORA R. PINE
Township Clerk

Vendor Service Agreement (VSA) **Terms and Conditions**

These Terms and Conditions and the letter of understanding to engage D2 Cybersecurity (the "Engagement Letter"), and any subsequent amendments or addenda thereto, to which these Terms and Conditions are attached (collectively, the "Agreement") constitute the entire agreement between ELK TOWNSHIP ("Client") and D2 Cybersecurity regarding the services described in the Engagement Letter. Capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in the Engagement Letter.

I. Services

- A. **Services.** D2 Cybersecurity will provide the Services described in the Contract with the TRICO JIF dated January 01, 2022, and will use all reasonable efforts to perform the Services in accordance with an agreed-upon timeframe. D2 Cybersecurity has every expectation that this engagement will be conducted by the D2 Cybersecurity professionals designated for this engagement. If for any reason any of those individuals are not able to complete this engagement, professionals with similar qualifications and experience will do so. Where any changes are necessary, D2 Cybersecurity will give Client reasonable notice of the changes.
- B. **Changes to Services.** Either party may request changes to the Services as set out in the Contract with the TRICO JIF dated January 01, 2022. Changes must be requested in writing with sufficient detail to enable the other party to assess the impact of the requested change on the cost, timing, or any other aspect of the Services. Both parties agree to consider and, if appropriate, agree upon any changes. Any changes must be in writing and signed by both parties. Until a change is agreed in writing, the latest agreed terms and scope will apply.
- C. **Acceptance.** The passage of 15 working days without notice of non-acceptance by Client, or use by Client of the report or other documentation reporting to you our conclusions or results (each a "Deliverable"), will constitute acceptance by Client of the Deliverable. If a Deliverable is not accepted, the Client's notice must specify in reasonable detail the reasons that the Deliverable fails to meet the requirements described in this Agreement in all material respects. Upon receipt of such notice and confirmation by D2 Cybersecurity of the Deliverable's non-conformance with the requirements of this Agreement, D2 Cybersecurity will use commercially reasonable efforts to correct the Deliverable and upon such correction will re-submit the Deliverable to Client for review. Acceptance by Client will not be unreasonably withheld.
- D. **Ownership.** Client shall own the copyright in all written material originated and prepared for and delivered to the Client under this Agreement. However, D2 Cybersecurity may retain a copy of the Deliverables for internal purposes and to comply with project obligations. The ideas, concepts, know-how, techniques, inventions, discoveries, and improvements developed during the course of this Agreement by D2 Cybersecurity personnel, alone or in conjunction with Client personnel, may be used by D2 Cybersecurity in any way it deems appropriate, including without limitation by or for its clients or customers, without an obligation to account,

notwithstanding any provision in this Agreement to the contrary. D2 Cybersecurity is in the business of providing consulting services for a wide variety of clients and the Client understands that D2 Cybersecurity will continue these activities. Accordingly, nothing in this Agreement shall preclude or limit D2 Cybersecurity from providing consulting services and/or developing software or materials for itself or other clients, irrespective of the possible similarity of materials, which might be delivered to the Client.

- E. ***Third Parties and Internal Use.*** Except as otherwise agreed, all services hereunder shall be solely for your internal purposes and use, and this engagement does not create privity between D2 Cybersecurity and any person or party other than you (a “third party”). This engagement is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the services provided by D2 Cybersecurity. In order to protect D2 Cybersecurity from any unauthorized reliance or claims, you further agree that, except as set forth in Section 3 of the “Responsibilities” section of the Engagement Letter, the services provided by D2 Cybersecurity shall not be distributed, made available, circulated, or quoted to or used by any third party without the prior written consent of D2 Cybersecurity. You agree to hold D2 Cybersecurity harmless from any claims or liability that may arise out of or result from D2 Cybersecurity complying with your request to disclose or share your information with third-parties.
- F. ***Confidentiality.*** D2 Cybersecurity agrees that all financial, statistical, marketing and personnel data relating to the Client’s business, and other information identified as confidential by the Client, are confidential information of the Client (“Client Confidential Information”). The Client agrees that D2 Cybersecurity’s proprietary software, tools and other methodologies and any other information identified as confidential by D2 Cybersecurity, are confidential information of D2 Cybersecurity (“D2 Cybersecurity Confidential Information”). Client Confidential Information and D2 Cybersecurity Confidential Information are collectively referred to as “Confidential Information.” Each party shall use Confidential Information of the other party which is disclosed to it only for the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, other than to D2 Cybersecurity subcontractors hired in connection with this engagement, if any, and to each other's employees on a need-to-know basis in connection with this engagement. Each party agrees to take measures to protect the confidentiality of the other party's Confidential Information that, in the aggregate, are no less protective than those measures it uses to protect the confidentiality of its own Confidential Information, but at a minimum, each party shall take reasonable steps to advise their employees (and, in the case of D2 Cybersecurity, its subcontractors) of the confidential nature of the Confidential Information and of the prohibitions on copying or revealing such Confidential Information contained herein. D2 Cybersecurity and the Client each agree to require that the other party's Confidential Information be kept in a reasonably secure location. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be obligated to treat as confidential, or otherwise be subject to the restrictions on use, disclosure or treatment contained in this

Agreement for, any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person, firm or entity (including governmental agencies or bureaus) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any nonparty. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party to the extent that this is required by valid legal or regulatory process, provided that (and without breaching any legal or regulatory requirement) the party to which the request is made provides the Disclosing Party with prompt written notice and allows the Disclosing Party to seek a restraining order or other appropriate relief. It is common practice for professional service firms such as ours, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this assignment. Unless Client informs D2 Cybersecurity to the contrary, on completion of this assignment we understand that we will be entitled to make reference to having undertaken it, including a brief description of its objectives, in D2 Cybersecurity newsletters and publications and discussions with third parties regarding work opportunities.

II. Client Responsibilities

Client is responsible for implementing any of D2 Cybersecurity recommended changes to that internal control system. Client agrees to provide reasonable workspace, administrative support, and other support, which are necessary to perform the Services. Client agrees to perform in a timely fashion those tasks and provide the personnel agreed to by the parties. Client personnel assigned to work on matters related to this engagement will be qualified for the tasks for which they are assigned. D2 Cybersecurity's performance is dependent on Client carrying out its responsibilities as set out in this Agreement. Should Client fail to perform any of its obligations under this Agreement, D2 Cybersecurity shall not be responsible for any delay or other consequences due to such failure. You agree that in any circumstances wherein D2 Cybersecurity personnel are required to work at any premises or location operated or controlled by you, you will take all actions and precautions necessary to ensure that Client's premises are free from all known or reasonably foreseeable safety hazards, and all forms of harassment and discrimination.

III. Vendor Responsibilities

The activities undertaken to perform the Services are used on many networks all over the world for this type of testing exercise and the Service Provider warrants that the Services should not adversely affect the Client's computer systems in any way. But it is also understood by the Client that any local configuration to the Client's computer system is not known by the Service Provider.

IV. Fees and Payment

Joint Insurance Fund (JIF) for the Client shall pay D2 Cybersecurity the fees set forth in the Contract with the TRICO JIF dated January 01, 2022.

Term and Termination

- A. ***Term of Agreement.*** This Agreement will apply from the commencement date stated in the Contract with the TRICO JIF dated January 01, 2022. If D2 Cybersecurity commenced the performance of the Services prior to the execution of this Agreement, this Agreement shall nonetheless cover the performance of such Services. This Agreement will continue until the services and deliverables have been provided unless it is terminated earlier in accordance with the terms set out elsewhere herein. The following sections of this Agreement will survive completion of the Services or its earlier termination: Confidentiality, Ownership, Limitation of Liability and Indemnification, Warranties, and such other provisions of this Agreement which by their nature are intended to survive.

V. Limited Warranties

D2 Cybersecurity warrants that the Services will be performed and supervised by qualified personnel. In the event that the Client identifies any D2 Cybersecurity employee that the Client believes is not qualified to perform the Services, Client may request that such employee be replaced on the engagement. Replacement of such employee(s) is the sole remedy available to Client for breach of this warranty.

VI. Limitation of Liability and Indemnification

In no event shall D2 Cybersecurity be liable to Client or any third party for any loss, damage, cost or expense attributable to any act, omission or misrepresentations by Client, its directors, employees or agents. In no event shall D2 Cybersecurity be liable to the Client or any third party, whether a claim be in tort, contract or otherwise for (a) any amount in excess of the \$3 million annual aggregate limit of D2's cyber insurance policy as required by the agreement or any addendum to which the claim relates or (b) any punitive, exemplary, or any third party lost profit or similar damages relating to or arising from the Services provided under this Agreement, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent acts of D2 Cybersecurity relating to such services. D2 Cybersecurity shall have no liability to Client arising from or relating to any third party hardware, software or materials ("Third Party Materials"), if applicable, including, but not limited to, the selection thereof or failure of such Third Party Materials to perform in accordance with specifications or any defects therein. Responsibility for the selection of Third Party Materials, and any performance or functionality issues, or defects therein, shall lie solely with the manufacturer(s) or supplier(s) thereof. Client agrees to indemnify and hold harmless D2 Cybersecurity and its personnel from any and all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, relating to the Services under this Agreement,

except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of D2 Cybersecurity relating to such services.

VII. General

- A. **Entire Agreement.** This Agreement forms the entire agreement between the parties relating to the Services, and replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral.
- B. **Non-Solicitation of Employees.** For the duration of the Assignment, and for 12 months after its termination or completion, Client will not employ or procure a third party to employ any D2 Cybersecurity employee who has taken part in the performance of the Services without D2 Cybersecurity's prior written consent.
- C. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any of the Services or obligations set forth in this Agreement due to causes beyond its reasonable control.
- D. **Partial Invalidity.** If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.
- E. **Headings.** The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- F. **Independent Contractor.** D2 Cybersecurity, in furnishing services to the Client, is an independent contractor. D2 Cybersecurity does not undertake to perform any regulatory or contractual obligation of the Client or to assume any responsibility for the Client's business or operations.
- G. **Waiver.** No waiver, delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.
- H. **Dispute Resolution.** Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding any applicable statute of limitations, any claim based on this engagement must be filed within twenty four (24) months after performance of our service for continuing clients and twelve (12) months for clients who discontinue their relationship with D2 Cybersecurity unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim. If any dispute, controversy, or claim arises in connection with the performance or breach of this agreement, except with respect to the nonpayment or collection of D2 Cybersecurity's fees, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant

to the rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties. The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties. If the parties cannot resolve a dispute not related to fees through mediation, either party may pursue action in a court of competent jurisdiction as set forth in Section I of these Terms and Conditions. If there is a fee dispute you and D2 Cybersecurity agree to submit all fee disputes to resolution by arbitration in accordance with the rules of the American Arbitration Association. You waive the right to make counterclaims in the arbitration of such fee disputes and such arbitration shall be binding and final, as permitted by the law of the applicable jurisdiction. In agreeing

to arbitration, we both acknowledge that in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before any judge or jury and instead are accepting the use of arbitration for resolution. Each party will bear its own costs of arbitration and both parties shall share equally the costs of the arbitrators.

- I. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflicts of law principles. The parties hereby irrevocably submit to the jurisdiction of the federal or state courts in the State of New Jersey or the Federal District Court of New Jersey, over any dispute or proceeding arising out of this Agreement and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

Confirmation of Terms of Engagement

Client agrees to engage The D2 Cybersecurity, a division of AIP upon the terms of this service agreement, including the Terms and Conditions.

Client:

Name of

Entity:

ELK TOWNSHIP

Signature:

Name:

Carolyn D.K. Sammons

Title:

Mayor

Date:

July 7, 2022

RESOLUTION R-80-2022

RESOLUTION SUPPORTING AN APPROPRIATIONS AND LEVY CAP EXEMPTION FOR A THREE YEAR PERIOD FOR INCREASES IN LIABILITY, WORKER'S COMPENSATION, CYBER LIABILITY AND PROPERTY INSURANCE

WHEREAS, pursuant to N.J.S.A. 40A:4-45, et al, a municipality is required to limit any increase in its levy to 2.0% and any increase in appropriations to 2 1/2% or the cost-of-living adjustment, whatever is less, over the prior year's final appropriations subject to certain exceptions; and

WHEREAS, all local public entities have incurred an estimated \$50 million in COVID related worker's compensation claims and it is anticipated that these costs will continue to increase as a result of long-term COVID cases; and

WHEREAS, a 2021 New Jersey Department of Labor decision regarding workers compensation funding has generated increased costs to municipalities by over 10% in order to cover claims that were previously funded by the State pension system; and

WHEREAS, a recent amendment to the sexual molestation statute of limitations will increase total liability costs by an estimated amount of 6%; and

WHEREAS, the frequency of weather-related catastrophic claims and corresponding impacts are anticipated to increase property insurance costs by over 10% per year; and

WHEREAS, cyber liability events throughout the country have resulted in doubling premium costs in 2022 and such costs are expected to accelerate at a pace far greater than the rate of inflation; and

WHEREAS, these increasing costs, regulations, policy decisions and environmental impacts are occurring when many other items and costs in municipal budgets are also increasing at an inflationary rate.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the Township of Elk, that N.J.S.A. 40A:4-45 be amended to provide that appropriations in the first three years after the effective date of (this amendment) for liability insurance, worker's compensation insurance, cyber insurance, and property insurance be exempt from the Appropriation CAP and the Levy CAP.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to the New Jersey Legislative representatives of the Township of Elk, Gloucester County, NJ League of Municipalities and NJ MEL.

THIS RESOLUTION IS DULY ADOPTED at a Meeting of the Township Committee of the Township of Elk held on July 7, 2022, at the Municipal Building, 680 Whig Lane, Aura, New Jersey.

ATTEST:


DEBORA R. PINE, Township Clerk

TOWNSHIP OF ELK


Carolyn D. K. Sammons, Mayor

BILL APPROVAL
July 7, 2022
Bank Wires, Manual and Interim Checks

GENERAL ACCOUNT:

1) Township of Elk	22-00583	\$82,866.41
2) Township of Elk	22-00625	\$84,052.90
3) Ford Credit	22-00519	\$21,378.48
4) State of NJ Pensions & Benefits	22-00620	\$33,251.85

ELMER ESCROW:

1) Dale Taylor, Esq.	22-00601	\$1,035.00
2) Bryson & Yates	22-00622	\$1,030.00
3) Bach Associates	22-00623	\$1,036.75
4) Federici & Akin	22-00624	\$700.00

DOG ACCOUNT:

1) NJ Department of Health	22-00627	\$4.80
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Batch Id: SC Batch Type: C Batch Date: 07/07/22 Checking Account: CURRENT G/L Credit: Budget G/L Credit
Generate Direct Deposit: N

Check No. PO #	Check Date Enc Date	Vendor # Item Description	Name	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
07/07/22 A0124 ACTION UNIFORM CO.									
22-00551	06/11/22	1	PANTS - MOORE	65.00	1500 S. NEW ROAD 2-01- -029-225	Budget	Aprv	4	1
					MISCELLANEOUS				
22-00552	06/11/22	1	SHIRTS-GONNELLI	80.00	2-01- -029-233	Budget	Aprv	5	1
					UNIFORM ALLOWANCE				
22-00584	06/25/22	1	CALABRESE-SHIRTS	158.00	2-01- -029-233	Budget	Aprv	14	1
					UNIFORM ALLOWANCE				
				<u>303.00</u>					
07/07/22 A0260 ATLANTIC CITY ELECTRIC									
22-00600	06/27/22	1	MONTHLY ELECTRIC/STREET LIGHTS	69.75	5 COLLINS DRIVE 2-01- -037-222	Budget	Aprv	30	1
					STREET LIGHTING EXPENSE				
22-00600	06/27/22	2	MONTHLY ELECTRIC/STREET LIGHTS	101.09	2-01- -037-222	Budget	Aprv	31	1
					STREET LIGHTING EXPENSE				
22-00600	07/05/22	3	MONTHLY ELECTRIC/STREET LIGHTS	990.88	2-01- -037-223	Budget	Aprv	32	1
					ELECTRICITY				
22-00600	07/05/22	4	MONTHLY ELECTRIC/STREET LIGHTS	2,027.66	2-01- -037-223	Budget	Aprv	33	1
					ELECTRICITY				
				<u>3,189.38</u>					
07/07/22 A0350 AURA FIRE COMPANY									
22-00597	06/27/22	1	ELECTION USE	200.00	909 AURA ROAD 2-01- -012-225	Budget	Aprv	27	1
					MISCELLANEOUS				
				<u>200.00</u>					
07/07/22 B0078 WILLIAM BARR									
22-00603	06/29/22	1	REIMBURSE-PARTS	21.25	1192 AURA ROAD 2-01- -061-226	Budget	Aprv	35	1
					POLICE VEHICLE MINOR REPAIR				
				<u>21.25</u>					
07/07/22 B0268 BRYSON & YATES CONSULTING LLC									
22-00621	07/03/22	1	STATUS REVIEW/MEET W/COMM	5,808.00	307 GREENTREE ROAD 2-01- -019-222	Budget	Aprv	59	1
					ENGINEERING OPERATING EXPENSES				
22-00621	07/03/22	2	STORMWATER	823.50	2-01- -019-222	Budget	Aprv	60	1
					ENGINEERING OPERATING EXPENSES				
22-00621	07/03/22	3	PARKING LOT	1,020.00	2-01- -019-222	Budget	Aprv	61	1
					ENGINEERING OPERATING EXPENSES				
22-00621	07/03/22	4	EWAN ROAD PHASE 2	428.00	1-01- -054-222	Budget	Aprv	62	1
					IMPROVEMENTS TO MUNICIPAL ROAD				
22-00621	07/03/22	5	MOODS ROAD PH 2	885.00	G-01- -105-113	Budget	Aprv	63	1
					MOODS ROAD PHASE 2				
22-00621	07/03/22	6	JACOB HARRIS	770.00	G-01- -105-112	Budget	Aprv	64	1
					STATE AID-JACOB HARRIS FREIGHT IMPACT				
				<u>9,734.50</u>					
07/07/22 C0149 STEPHEN CONSIDINE									
22-00616	07/02/22	1	REIMBURSE - PW TOOLS	292.15	2-01- -034-236	Budget	Aprv	55	1
					EQUIPMENT & SUPPLIES				
				<u>292.15</u>					

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22-00593	06/27/22	1	07/07/22 C0166 COMCAST MONTHLY SERVICE	441.51	ACCT 8499-05-064-0022477 2-01- -037-224 TELEPHONE	Budget	Aprv	23	1
				<u>441.51</u>					
22-00637	07/05/22	1	07/07/22 D0365 VAULT SOLUTIONS LLC JUNE STORAGE	792.70	PO BOX 176 2-01- -043-224 RECORDS STORAGE	Budget	Aprv	74	1
				<u>792.70</u>					
22-00608	06/29/22	1	07/07/22 D0498 BRIAN J. DUFFIELD PREP/ATTEND MEETING, CANNABIS	2,139.25	95 N. MAIN STREET 2-01- -017-222 LEGAL OPERATING EXPENSES	Budget	Aprv	44	1
				<u>2,139.25</u>					
22-00589	06/25/22	1	07/07/22 E0195 KAREN ECKARDT COURT 6/20/2022	150.00	713 OLIVIA DRIVE 2-01- -050-225 MISCELLANEOUS	Budget	Aprv	19	1
				<u>150.00</u>					
22-00591	06/27/22	1	07/07/22 E0275 ENGLISH SEWAGE DISPOSAL, INC. REC FIELDS	2,457.00	1082 WEST PARSONAGE ROAD 2-01- -020-243 REPAIRS & SUPPLIES FOR BLDG	Budget	Aprv	21	1
				<u>2,457.00</u>					
22-00598	06/27/22	1	07/07/22 F0250 FERRELL VOLUNTEER FIRE COMPANY ELECTION USE	100.00	2-01- -012-225 MISCELLANEOUS	Budget	Aprv	28	1
				<u>100.00</u>					
22-00630	07/05/22	1	07/07/22 F0253 FEDERICI & AKIN, PA ENGINEERING	155.00	307 GREENTREE ROAD 1-01- -019-222 ENGINEERING OPERATING EXPENSES	Budget	Aprv	69	1
				<u>155.00</u>					
22-00629	07/05/22	1	07/07/22 G0020 GCIA TIPPING JUNE 2022	3,084.10	FINANCE DEPARTMENT 2-01- -038-221 TRASH TIPPING FEES	Budget	Aprv	67	1
22-00629	07/05/22	2	TIPPING JUNE 2022 TAX	119.40	2-01- -038-225 TIPPING-RECYCLING TAX	Budget	Aprv	68	1
				<u>3,203.50</u>					
22-00635	07/05/22	1	07/07/22 G0262 GLOUCESTER CTY POLICE ACADEMY 6/27-7/1 - PIERSON/WELLS	200.00	ROWAN COLLEGE OF SJ 2-01- -029-226 EDUCATIONS & CONFERENCES	Budget	Aprv	72	1
				<u>200.00</u>					
22-00617	07/02/22	1	07/07/22 H0217 HOLT MCNALLY & ASSOCIATES INC AUDIT	3,500.00	618 STOKES ROAD 2-01- -060-299 AUDIT FEES	Budget	Aprv	56	1
				<u>3,500.00</u>					

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22-00614	07/02/22	07/07/22 I0100 INSTITUTE FOR PROFESSIONAL 1 08/10 - PINE, DEBORA	50.00 <u>50.00</u>	DEVELOPMENT 2-01- -043-226 EDUCATION & CONFERENCES	Budget	Aprv	52	1
22-00607	06/29/22	07/07/22 J0162 JAN PRO CLEANING SYSTEMS 1 CLEANING SERVICE JULY	482.04 <u>482.04</u>	410 WHITE HORSE PIKE 2-01- -020-242 CLEANING SERVICES	Budget	Aprv	43	1
22-00599	06/27/22	07/07/22 L0060 LAWNS VOLUNTEER FIRE COMPANY 1 ELECTION USE	100.00 <u>100.00</u>	220 STANGER AVENUE 2-01- -012-225 MISCELLANEOUS	Budget	Aprv	29	1
22-00611	07/02/22	07/07/22 L0320 LILLISTON FORD 1 V BELT, TENSIONER, TUBE ASSMBY	162.11 <u>162.11</u>	833 N. DELSEA DRIVE 2-01- -061-226 POLICE VEHICLE MINOR REPAIR	Budget	Aprv	48	1
22-00613	07/02/22	07/07/22 L0475 TOWNSHIP OF LOGAN 1 CONTRACTUAL JUNE	17,916.67	125 MAIN STREET 2-01- -038-222 SOLID WASTE CONTRACTUAL	Budget	Aprv	50	1
22-00613	07/02/22	2 CONTRACTUAL JUNE FUEL	1,669.82 <u>19,586.49</u>	2-01- -038-222 SOLID WASTE CONTRACTUAL	Budget	Aprv	51	1
22-00567	06/19/22	07/07/22 M0018 MAJESTIC OIL COMPANY, INC. 1 DIESEL 6/14/22	1,874.62	2104 FAIRFAX AVENUE 2-01- -037-226 GASOLINE/DIESEL	Budget	Aprv	6	1
22-00569	06/19/22	1 6/8 REGULAR	1,022.01	2-01- -037-226 GASOLINE/DIESEL	Budget	Aprv	7	1
22-00586	06/25/22	1 6/16 UNLEADED	1,027.06	2-01- -037-226 GASOLINE/DIESEL	Budget	Aprv	16	1
22-00592	06/27/22	1 6/21 UNLEADED	898.89	2-01- -037-226 GASOLINE/DIESEL	Budget	Aprv	22	1
22-00612	07/02/22	1 6/28 UNLEADED	948.06 <u>5,770.64</u>	2-01- -037-226 GASOLINE/DIESEL	Budget	Aprv	49	1
22-00590	06/25/22	07/07/22 M0436 MOTOROLA SOLUTIONS INC. 1 VIDEO EQUIPMENT MOLLE MOUNT	850.00 <u>850.00</u>	13104 COLLECTIONS CENTER DRIVE 2-01- -061-226 POLICE VEHICLE MINOR REPAIR	Budget	Aprv	20	1
22-00574	06/19/22	07/07/22 M0477 MUNI. COURT ASSOC. OF GLOU CTY 1 9/16/22 - JORDAN/SUTTON	150.00 <u>150.00</u>	LORI ZANE-CMCA 2-01- -050-226 EDUCATION & CONFERENCES	Budget	Aprv	9	1
	07/07/22	Q0401 QUILL CORPORATION		PO BOX 37600				

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22-00576	06/19/22	1 ACCT 3365032, INV. 25594103	69.98	2-01- -043-223 OFFICE SUPPLIES	Budget	Aprv	10	1
22-00577	06/19/22	1 ACCT 3365032, INV. 25565459	110.97	2-01- -043-223 OFFICE SUPPLIES	Budget	Aprv	11	1
			<u>180.95</u>					
22-00488	05/28/22	07/07/22 R0150 ACE PLUMBING, HEATING AND 1 SOLAR SALT	40.14	ELECTRICAL SUPPLIES, INC. 2-01- -020-243 REPAIRS & SUPPLIES FOR BLDG	Budget	Aprv	1	1
22-00585	06/25/22	1 CORD AND PLUG	44.04	2-01- -020-243 REPAIRS & SUPPLIES FOR BLDG	Budget	Aprv	15	1
22-00606	06/29/22	1 HIGHBAY LIGHTING	730.75	2-01- -020-243 REPAIRS & SUPPLIES FOR BLDG	Budget	Aprv	41	1
22-00606	06/29/22	2 SUPPLIES-PLATE, CONNECTORS, ETC	9.78	2-01- -020-243 REPAIRS & SUPPLIES FOR BLDG	Budget	Aprv	42	1
			<u>824.71</u>					
22-00596	06/27/22	07/07/22 S0255 SENTINEL NEWSPAPER 1 ADVERTISING- 0-5-22	24.00	330 OAK AVENUE 2-01- -043-228 ADVERTISEMENTS	Budget	Aprv	26	1
22-00628	07/05/22	1 ADVERTISE- ORD 2,3 AND 4	27.00	2-01- -043-228 ADVERTISEMENTS	Budget	Aprv	66	1
			<u>51.00</u>					
22-00594	06/27/22	07/07/22 S0482 SOUTH JERSEY GAS 1 MONTHLY SERVICE	43.74	23884200000 2-01- -037-225 PROPANE/NATURAL GAS	Budget	Aprv	24	1
			<u>43.74</u>					
22-00595	06/27/22	07/07/22 S0483 SOUTH JERSEY GAS 1 MONTHLY SERVICE	42.78	3388420000 2-01- -037-225 PROPANE/NATURAL GAS	Budget	Aprv	25	1
			<u>42.78</u>					
22-00609	06/29/22	07/07/22 S0671 STARR GENERAL CONTRACTORS 1 JUNE SERVICE	100.00	3017 DELSEA DRIVE 2-01- -020-225 MISCELLANEOUS	Budget	Aprv	45	1
			<u>100.00</u>					
22-00570	06/19/22	07/07/22 S0920 STEPHEN SCHANNE 1 REIMBURSE BOOTS	165.00	2-01- -029-236 EQUIPMENT & SUPPLIES	Budget	Aprv	8	1
			<u>165.00</u>					
22-00582	06/19/22	07/07/22 T0120 TRICOJIF 1 2022-2ND INSTALLMENT	36,624.00	C/O TOM TONTARSKI, TREAS. 2-01- -026-223 LIABILITY (JIF/SURITY)	Budget	Aprv	12	1
22-00582	06/19/22	2 2022-2ND INSTALLMENT	29,966.00	2-01- -026-224 WORKERS COMPENSATION	Budget	Aprv	13	1
			<u>66,590.00</u>					
	07/07/22	T0200 TAG'S AUTO SUPPLY, INC		12 W. HIGH STREET				

Check No. PO #	Check Date Enc Date	Vendor # Item Description	Name	Payment Amt	Street 1 of Address to be printed on Check Charge Account Description	Account Type	Status	Seq	Acct
22-00587	06/25/22	1	DRIVE SET	34.32	2-01- -034-236 EQUIPMENT & SUPPLIES	Budget	Aprv	17	1
22-00587	06/25/22	2	BATTERY	145.50	2-01- -061-226 POLICE VEHICLE MINOR REPAIR	Budget	Aprv	18	1
22-00610	07/02/22	1	WASHER NOZZLES	50.16	2-01- -020-243 REPAIRS & SUPPLIES FOR BLDG	Budget	Aprv	46	1
22-00610	07/02/22	2	WASHER SOL,WIPER BLADES,ETC	215.24	2-01- -061-226 POLICE VEHICLE MINOR REPAIR	Budget	Aprv	47	1
22-00636	07/05/22	1	TUBE ASSEMBLY	77.32	2-01- -061-226 POLICE VEHICLE MINOR REPAIR	Budget	Aprv	73	1
				<u>522.54</u>					
22-00618	07/02/22	1	MANAGED SERVICES - TWP	689.08	1 N. CUMMINGS AVE 2-01- -011-333 GENERAL ADMIN - EQUIP. MAINT.	Budget	Aprv	57	1
				<u>689.08</u>					
22-00619	07/02/22	1	MANAGED SERVICES - PD	641.50	1 N. CUMMINGS AVE 2-01- -029-240 COMPUTER SOFTWARE & RELATED	Budget	Aprv	58	1
				<u>641.50</u>					
22-00626	07/05/22	1	2ND QTR 2022	75.00	MARRIAGE LICENSES FEES 2-01- -910-003 MARRIAGE LICENSES FEES	Budget	Aprv	65	1
				<u>75.00</u>					
22-00501	05/31/22	1	FASTNERS	4.64	110 BRIDGETON PIKE 2-01- -034-236 EQUIPMENT & SUPPLIES	Budget	Aprv	2	1
22-00501	05/31/22	2	KNIFE BLADES	1.79	2-01- -034-236 EQUIPMENT & SUPPLIES	Budget	Aprv	3	1
22-00605	06/29/22	1	BOLTS,CONNECTORS, ETC	10.10	2-01- -034-236 EQUIPMENT & SUPPLIES	Budget	Aprv	36	1
22-00605	06/29/22	2	ROUNDUP AND CLEANER	52.63	2-01- -020-243 REPAIRS & SUPPLIES FOR BLDG	Budget	Aprv	37	1
22-00605	06/29/22	3	CLAMPS AND FASTNERS	8.26	2-01- -034-236 EQUIPMENT & SUPPLIES	Budget	Aprv	38	1
22-00605	06/29/22	4	FASTINERS	4.13	2-01- -034-236 EQUIPMENT & SUPPLIES	Budget	Aprv	39	1
22-00605	06/29/22	5	BATTERIES, KEYS	18.05	2-01- -034-236 EQUIPMENT & SUPPLIES	Budget	Aprv	40	1
				<u>99.60</u>					
22-00602	06/29/22	1	REIMBURSE JIF SAFETY MEETING	90.41	144 CARL AVE 2-01- -053-227 JIF SAFETY BUDGET	Budget	Aprv	34	1
				<u>90.41</u>					
22-00615	07/02/22	1	TIPPING JUNE	7,956.99	PNC BANK 2-01- -038-221 TRASH TIPPING FEES	Budget	Aprv	53	1

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22-00615	07/02/22	2 TIPPING JUNE TAX	309.33	2-01- -038-225	Budget	Aprv	54	1
			<u>8,266.32</u>	TIPPING-RECYCLING TAX				
22-00632	07/05/22	1 MONTHLY SERVICE JUNE 2022	1,430.77	PO BOX 13648 2-01- -038-222	Budget	Aprv	71	1
			<u>1,430.77</u>	SOLID WASTE CONTRACTUAL				
22-00631	07/05/22	1 MONTHLY SERVICE-221810433	67.59	PO BOX 71402 2-01- -037-224	Budget	Aprv	70	1
			<u>67.59</u>	TELEPHONE				

	<u>Count</u>	<u>Line Items</u>	<u>Amount</u>
Checks:	41	74	133,911.51

There are NO errors or warnings in this listing.