

TOWNSHIP OF BYRAM
REORGANIZATION TOWNSHIP COUNCIL MEETING AGENDA
JANUARY 2, 2024
REORGANIZATION MEETING 7:30 P.M.

PLEASE TAKE NOTICE that the regular session part of the meeting starting at 7:30 p.m. will be held in person at 10 Mansfield Drive and via Zoom Webinar. The public may connect using a computer or smart device by clicking on the following link: <https://us02web.zoom.us/j/82117363001>, or by calling any of the following number's US: +1 646 518 9805 or +1 267 831 0333 to participate. When prompted, enter the Meeting ID Number: 821 1736 3001. The public will have the opportunity to comment at appropriate times during the meeting. Formal action will be taken.

1. CALL TO ORDER

2. OPEN PUBLIC MEETING STATEMENT

This meeting is called pursuant to the provisions of the Open Public Meetings Act. Both adequate and electronic notice of the meeting has been provided, specifying the time, place. In addition, a copy of this notice is available to the public and is on file in the office of the Municipal Clerk, posted on the main door, the bulletin board of the Municipal Building, on the Township website at:

https://www.byramtwp.org/index.php/town_hall/township_council, and has been forwarded to those persons requesting notice.

3. SWEARING IN OF COUNCILWOMAN FRANCO

4. SWEARING IN OF COUNCILMAN GALLAGHER

5. SWEARING IN OF COUNCILMAN PROCTOR

6. ROLL CALL

7. FLAG SALUTE

8. INVOCATION by Russell Raffay

9. APPROVAL OF AGENDA

10. SWEARING IN OF BYRAM TOWNSHIP FIRE DEPARTMENT OFFICERS

Todd Rudloff – Chief

Casey Margo - President

Shawn Pond – Assist. Chief

Paul Conklin – Vice President

Dave Blakely – Captain

John Hebble –Treasurer

Derek Plantamura – Captain

Andrea Proctor - Secretary

Mark Hopkins – Lieut.

Frank Dilberto – Lieut.

11. SWEARING IN OF NEW FIRE DEPARTMENT MEMBERS – Matt Kronyak & Donald Bogardus Jr.

12. NOMINATION AND SELECTION OF DEPUTY MAYOR

13. COUNCIL APPOINTMENTS:

TOWNSHIP ATTORNEY

Tom Collins of Vogel, Chait, Collins & Schneider

LABOR ATTORNEY & CONFLICT ATTORNEY

Tom Ryan of Laddey, Clark & Ryan

BOND COUNSEL

Bob Beinfeld of Hawkins, Delafield & Wood

TOWNSHIP ENGINEER

Cory Stoner of Harold Pellow & Assoc.

TOWNSHIP SEWER ENGINEER

Steve Donati of CP Engineers, LLC

TOWNSHIP AUDITOR

Ray Sarinelli of Nisivoccia, LLP

TOWNSHIP PLANNER

Paul Gleitz of L&G Planning, LLC

PLANNING BOARD

Councilperson – Class III	1 Year Term
John Morytko – Class IV	4 Year Term
Gregory Smith – Alternate II	2 Year Term

BOARD OF HEALTH (3 seats) 4 Year Terms

Sheyenne O’Grady
Mike Busniak
Cris Franco

OPEN SPACE COMMITTEE (2 seats) 3 Year Terms

John Morytko, Vacant Seat

Trails Advisory Committee (2 seats) 3 Year Terms

Jack, Niemynski, Adrian Gonzalez

911 COORDINATOR 1 Year Term

Daniel Dewald

RECREATION COMMITTEE 3 Year Term

Danielle Conroy, Don Bogardus

POLICE CHAPLAIN 1 Year Term

Luis Rodriguez

SUSSEX COUNTY SOLID WASTE ADVISORY BOARD – 1 Year Term

Michael Busniak

MUSCONETCONG RIVER MANAGEMENT COUNCIL - 1 Year Term

Peter Dlugos (Primary), James Myers (Alternate)

WATER QUALITY MANAGEMENT PLAN POLICY ADVISOR COMMITTEE (PAC)

Roxanne Sabatini – 1 Year Term

14. COUNCIL LIAISONS

- Recreation Committee
- Environmental Commission
- Board of Health
- Byram Historical Society
- Lenape Valley BOE
- Byram BOE

15. MAYORAL APPOINTMENTS:

- **CLASS II PLANNING BOARD MEMBER** – _____ - 1 Year Term
- **ENVIRONMENTAL COMMISSION** – Dana Flynn, Peter Dlugos - 3 Year Terms

16. TOWNSHIP MANAGER’S APPOINTMENTS:

Land Subdivision Search Officer – Caitlin Phillips (Planning Board Secretary)

Tax Search Officer – Michele McElroy

Special Law Enforcement Officer – Class II – Philip Crosson, Robert Tierney, Robert Schellhammer

17. ACCEPTANCE OF BOARD MEMBER RESIGNATIONS AND RECOGNITION OF BOARD/COMMITTEE MEMBERS NO LONGER SERVING

Russel Raffay - OS (2021), Scott Yappen – REC (2019), Eric Dietz – REC (2022), Jeri Quirk – REC (2018)

18. TOWNSHIP MANAGER, MAYOR AND COUNCIL REPORTS

19. PUBLIC PARTICIPATION I - Meeting open to public for comments on matters not on the agenda or items on the agenda for which no public discussion is provided

20. CONSENT AGENDA - All are considered to be routine by the Members of the Township Council and will be enacted on by one motion. There will be no separate discussion of these items unless a citizen or Council member so requests in which event the item may be removed from the general order of business and considered in its normal sequence on the agenda.

- A. Resolution No. 001-2024 – Resolution to Provide Temporary Budget Appropriations until the Adoption of the 2024 Current Fund Budget
- B. Resolution No. 002-2024 – Resolution to Provide Temporary Budget Appropriations until the Adoption of the 2024 Sewer Utility Budget
- C. Resolution No. 003-2024 – Custodian of Funds / Signatories
- D. Resolution No. 004-2024 – Resolution Adopting the 2024 Cash Management Plan
- E. Resolution No. 005-2024 – Resolution Authorizing the Chief Financial Officer to Maintain a Petty Cash Fund in the Amount of \$150.00
- F. Resolution No. 006-2024 – Resolution Authorizing Contracts with Certain Approved State Contract Vendors for Contracting Units Pursuant to N.J.S.A. 40A:11-12 and N.J.A.C. 5:34-7-29
- G. Resolution No. 007-2024 – Resolution of the Township of Byram, County of Sussex, State of New Jersey “Establish the Rate of Interest to be Charged for Non-Payment of Taxes on or Before the Due Date”
- H. Resolution No. 008-2024 – Resolution of the Township of Byram, County of Sussex, State of New Jersey “Cancellation of Small Tax Balances”
- I. Resolution No. 009-2024 – Resolution Designating Official Newspapers
- J. Resolution No. 010-2024 – Annual Notice of the Calendar Dates of the Scheduled Meetings of the Byram Township Council from 01/01/2024-12/31/2024 and the Beginning of 2025
- K. Resolution No. 011-2024 – Resolution Authorizing Compliance with the United States Equal Employment Opportunity Commissions “Enforcement Guidance on the Consideration of Arrest and Conviction Records” in Employment Decisions under the Title VII of the Civil Rights Act of 1964
- L. Resolution No. 012-2024 – Resolution Authorizing Annual Appointment of a Public Agency Compliance Officer (PACO) for the Township of Byram, Sussex County, New Jersey
- M. Resolution No. 013-2024 – Resolution Appointing Tax Assessor and Municipal Attorney to Represent the Township of Byram before the County Board of Taxation for Calendar Year 2024
- N. Resolution No. 014-2024 – Authorizing Appointment of Legal Counsel and Award of Professional Service Contract in Connection Therewith
- O. Resolution No. 015-2024 – Authorizing Appointment of the Township Labor Counsel and Award of Professional Service Contract in Connection Therewith
- P. Resolution No. 016-2024 – Authorizing Appointment of the Township Engineer and Award of Professional Service Contract in Connection Therewith
- Q. Resolution No. 017-2024 – Authorizing Appointment of the Sewer Consulting Engineer and Award of Professional Service Contract in Connection Therewith
- R. Resolution No. 018-2024 – Authorizing Appointment of Bond Counsel and Award of Professional Service Contract in Connection Therewith
- S. Resolution No. 019-2024 – Authorizing Appointment of Township Planner and Award of Professional Service Contract in Connection Therewith
- T. Resolution No. 020-2024 – Authorizing Appointment of the Township Auditor and Award of Professional Service Contract in Connection Therewith

- U. Resolution No. 021-2024 –Resolution Authorizing the Execution of the 2024 Agreement by and Between Byram Township and Phoenix Advisors, LLC Covering Continuing Disclosure Agent Services and Appointment as Independent Registered municipal Advisor “of Record”
 - V. Resolution No. 022-2024 – Resolution Authorizing Gracie & Harrigan Consulting Foresters, Inc., to Provide Various Forest Stewardship Services for the 2024 Season
 - W. Resolution No. 023-2024 – Appointment of Darren Raymond for Appraisal Services Relating to the State Tax Court Residential Appeals
 - X. Resolution No. 024-2024 – Appointment of Scott J. Holzhauer for Appraisal Services Relating to the State Tax Court Commercial Appeals
 - Y. Resolution No. 025-2024 – Resolution Authorizing the Execution of Documents Associated with the Payroll Contract with R&L Data Centers
 - Z. Resolution No. 026-2024 – Authorizing Appointment of Linda L. Maxwell of Insurance Administrator of America Inc. as Third-Party Administrator for Matters Related to Retiree Health Insurance Reimbursement
 - AA. Resolution No. 027-2024 – Resolution for Removal of Deer Carcass from Byram Township Municipal Roadways
 - BB. Resolution No. 028-2024 – Resolution of the Township of Byram Ratifying and Authorizing the Award of a Contract for Professional Services to French & Parrello Associates
 - CC. Resolution No. 029-2024 – Award of a Professional Services Contract to Steven Weinberg of Community Action Services to Administer Byram Township’s Housing Rehabilitation Program
 - DD. Resolution No. 030-2024 – Resolution Reappointing & Achieving Tenure Status of Cynthia M. Church as Municipal Clerk & Registrar
 - EE. Resolution No. 031-2024 – Resolution to Join (Renew) the Fund – Statewide Insurance Fund
 - FF. Resolution No. 032-2024 – Resolution Authorizing the Renewal of Liquor License to Adam Todd Inc Valid from 07/01/2023 Through 06/30/2024
 - GG. Resolution No. 033-2024 – Establishing Salaries for Non-Union Employees for Calendar Year 2024
- 21. PROCLAMATION** – Radon Action Month – January
- 22. APPROVAL OF MINUTES**
- Regular & Closed Session Minutes of 12/19/2023
- 23. BILL LIST** – January 2, 2024
- 24. DISCUSSION ITEM**
- o Green Acres Playground Grant
 - o Fire Truck
- 25. FUTURE AGENDA DISCUSSION ITEMS**
- 26. PUBLIC PARTICIPATION II**
- 27. RESOLUTION FOR EXECUTIVE SESSION**
- 28. RETURN TO OPEN SESSION**
- 29. ADJOURNMENT**

**TOWNSHIP OF BYRAM
RESOLUTION NO. 001 – 2024**

**RESOLUTION TO PROVIDE TEMPORARY BUDGET APPROPRIATIONS
UNTIL THE ADOPTION OF THE 2024 CURRENT FUND BUDGET**

WHEREAS, N.J.S.A. 40A:4-19 authorizes temporary appropriations to provide for the period between the beginning of the budget year and the adoption of the budget, where contracts, commitments or payments are to be made prior to the adoption of the budget for any fiscal year; and,

WHEREAS, contracts, commitments or payments are to be made by the Township of Byram for the purpose and amounts requested in the manner and time therein provided; and,

WHEREAS, the adoption of this resolution is prior to the 30th day of January 2024; and,

WHEREAS, the 26.25% of the total appropriations in the 2023 Municipal Budget, exclusive of any appropriations made for debt service, capital improvement fund and public assistance, is the sum of \$2,682,150.00,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey, that the Temporary Appropriations are hereby authorized to provide for contracts, commitments and payments prior to the adoption of the 2024 Municipal Budget as follows:

<u>Department</u>	<u>Department Code</u>	<u>Amount</u>
See Attached Worksheet		
Total Temporary Budget		<u>\$2,682,150.00</u>
<u>Debt Service Payments:</u>		
BAN Principal	01-201-45-925-000	\$ 154,800.00
Bond Interest	01-201-45-930-000	\$ 4,510.00
Bond Anticipation Note Interest	01-201-45-935-000	<u>\$ 29,450.00</u>
Total Temporary Debt Service		<u>\$ 188,760.00</u>
Total Temporary Budget and Debt Service:		<u><u>\$2,870,910.00</u></u>

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, Township Clerk

TOWNSHIP OF BYRAM
2024 TEMPORARY CURRENT FUND BUDGET

Account Number	Account Description	Amount
	General Administration:	
01-201-20-100-010	Salaries & Wages	\$ 70,000.00
01-201-20-100-020	Other Expenses	50,000.00
	Mayor & Council:	
01-201-20-110-010	Salaries & Wages	4,400.00
01-201-20-110-020	Other Expenses	3,300.00
	Municipal Clerk:	
01-201-20-120-011	Salaries & Wages	22,600.00
01-201-20-120-020	Other Expenses	5,200.00
	Financial Administration:	
01-201-20-130-010	Salaries & Wages	43,500.00
01-201-20-130-020	Other Expenses	8,000.00
	Tax Collection:	
01-201-20-145-010	Salaries & Wages	23,700.00
01-201-20-145-020	Other Expenses	9,000.00
	Tax Assessment:	
01-201-20-150-010	Salaries & Wages	20,000.00
01-201-20-150-020	Other Expenses	8,600.00
	Legal Services:	
01-201-20-155-020	Other Expenses	35,000.00
	Engineering:	
01-201-20-165-020	Other Expenses	10,500.00
	Environmental Commission:	
01-2001-20-170-020	Other Expenses	700.00
	Planning Board:	
01-201-21-180-010	Salaries & Wages	16,700.00
01-201-21-180-020	Other Expenses	14,500.00
	Zoning Commission:	
01-201-21-185-010	Salaries & Wages	18,900.00
01-201-21-185-020	Other Expenses	500.00
01-201-23-210-020	General Liability Insurance	111,400.00
01-201-23-215-020	Workers Compensation	40,000.00
01-201-23-220-020	Group Insurance	460,000.00
01-201-23-221-020	Group Ins - Health Benefit Waiver	9,500.00
	Police:	
01-201-25-240-010	Salaries & Wages	560,000.00
01-201-25-240-020	Other Expenses	39,500.00
01-201-25-250-020	Police Radio & Communication & 911	40,000.00
	Office of Emergency Management:	
01-201-25-252-010	Salaries & Wages	450.00
01-201-25-252-020	Other Expenses	550.00
	Municipal Court:	
01-201-25-253-020	Other Expenses	36,700.00

TOWNSHIP OF BYRAM
2024 TEMPORARY CURRENT FUND BUDGET

Account Number	Account Description	Amount
	Fire Prevention:	
01-201-25-265-015	Other Expenses	\$ 2,400.00
	Fire:	
01-201-25-265-020	Other Expenses	19,700.00
	Road Repair & Maintenance:	
01-201-26-290-010	Salaries & Wages	300,000.00
01-201-26-290-020	Other Expenses	100,000.00
	Fleet Maintenance:	
01-201-26-292-020	Other Expenses	35,000.00
	Public Buildings & Grounds:	
01-201-26-310-020	Other Expenses	10,500.00
	Recycling:	
01-201-26-335-020	Other Expenses	2,650.00
01-201-26-335-030	Garbage Removal Contract	265,000.00
	Board of Health:	
01-201-27-330-020	Other Expenses	1,300.00
	Animal Control:	
01-201-27-340-206	Other Expenses	6,300.00
	Community Transportation:	
01-201-27-360-010	Salaries & Wages	3,000.00
	Parks & Playgrounds:	
01-201-28-375-010	Salaries & Wages	20,400.00
01-201-28-375-020	Other Expenses	1,600.00
	Celebration of Public Events:	
01-201-30-420-020	Other Expenses	6,600.00
01-201-31-430-020	Electricity	20,000.00
01-201-31-435-020	Street Lighting	10,000.00
01-201-31-440-020	Telephone	5,500.00
01-201-31-446-020	Natural Gas	1,000.00
01-201-31-447-020	Heating Oil	30,000.00
01-201-31-455-020	Municipal Sewer Charges	3,000.00
01-201-31-460-020	Gasoline	60,000.00
	Recycling Tax:	
01-201-32-465-000	Other Expenses	3,500.00
01-201-36-472-020	Social Security	95,000.00
01-201-36-477-020	DCRP	5,000.00
01-201-43-496-020	Musconetcong Sewer Fees	11,500.00
	Subtotal	<u>2,682,150.00</u>
01-201-45-925-000	BAN Principal	154,800.00
01-201-45-930-000	Bond Interest	4,510.00
01-201-45-935-000	Bond Anticipation Note Interest	29,450.00
	Subtotal	<u>188,760.00</u>
	Total Temporary Budget & Debt Service	<u><u>\$ 2,870,910.00</u></u>

**TOWNSHIP OF BYRAM
RESOLUTION NO. 002 – 2024**

**RESOLUTION TO PROVIDE TEMPORARY BUDGET APPROPRIATIONS
UNTIL THE ADOPTION OF THE 2024 SEWER UTILITY BUDGET**

WHEREAS, N.J.S.A. 40A:4-19 authorizes temporary appropriations to provide for the period between the beginning of the budget year and the adoption of the budget, where contracts, commitments or payments are to be made prior to the adoption of the budget for any fiscal year; and,

WHEREAS, contracts, commitments or payments are to be made by the Township of Byram for the purpose and amounts requested in the manner and time therein provided; and,

WHEREAS, the adoption of this resolution is prior to the 30th day of January 2024; and,

WHEREAS, the 26.25% of the total appropriations in the 2023 Sewer Utility Budget, exclusive of any appropriations made for debt service, capital improvement fund and public assistance, is the sum of \$46,400.00,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey, that the Temporary Appropriations are hereby authorized to provide for contracts, commitments and payments prior to the adoption of the 2024 Sewer Utility Budget as follows:

<u>Department</u>	<u>Department Code</u>	<u>Amount</u>
Operating:		
Salaries & Wages	05-201-55-501-010	\$14,000.00
Other Expenses	05-201-55-502-020	\$14,100.00
Social Security	05-201-55-541-000	\$ 1,100.00
Musconetcong Sewer Fees	05-201-55-503-000	<u>\$17,200.00</u>
Total Temporary Budget		<u>\$46,400.00</u>
<u>Debt Service Payments:</u>		
BANS	05-201-55-521-000	\$100,000.00
Note Interest	05-201-55-523-000	<u>\$ 3,600.00</u>
Total Temporary Budget & Debt Service:		<u>\$150,000.00</u>

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

TOWNSHIP OF BYRAM
RESOLUTION NO. 003 - 2024
CUSTODIAN OF FUNDS/SIGNATORIES

BE IT RESOLVED, by the Mayor and Council of the Township of Byram, effective January 1, 2024, all disbursements shall be made by check and the signatories listed below shall include the CFO, Mayor and the Township Manager.

Authorized Officers

Ashleigh M. Frueholz, CMFO/Deputy CTC
Alexander Rubenstein, Mayor
and
Joseph W. Sabatini, Township Manager

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 004 – 2024**

RESOLUTION ADOPTING THE 2024 CASH MANAGEMENT PLAN

WHEREAS, N.J.S.A. 40A:5-14, the Local Fiscal Affairs Law, requires that each municipality adopt a Cash Management Plan designed to assure the deposit, investment and proper disbursement of local funds;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Township of Byram does hereby adopt the following Cash Management Plan:

A. DESIGNATION OF DEPOSITORIES: The following institutions are designated as permissible depositories for the deposit of Township funds:

Valley National Bank
Fulton Bank of New Jersey
TD Bank
Lakeland Bank
First Hope Bank
Santander Bank
Bank of America
Capital One
JPMorgan Chase Bank
PNC Bank
Wells Fargo Bank

All depositories must conform to the Governmental Unit Deposit Protection Act (“GUDPA”), and shall provide a Notification of Eligibility from the State of New Jersey, Department of Banking, on a quarterly basis. In addition, designated depositories shall maintain maximum FDIC or FSLIC coverage of all Township funds on deposit.

B. DESIGNATION OF FUNDS: All funds shall be deposited within forty-eight (48) hours of receipt, in accordance with N.J.S. 40A:5-15, into appropriate fund operating accounts. Non-interest bearing operating and capital accounts shall be regularly monitored for the availability of funds for investment. Debt Service and Trust accounts shall be maintained in accordance with Federal and State statutes regulating such funds. Payroll, Developers’ Escrow deposits and other agency funds, which represent funds of individuals and other organizations held by the Township, shall be deposited in regular, non-interest bearing checking accounts unless applicable State statutes direct otherwise. Grant funds shall be deposited in accordance with regulations of the granting government or agency.

Where compensating balances are required by any designated depository to offset the the cost of services provided, an agreement between the Township and the depository shall be executed, specifying the charge for each service and the balance required to offset each charge.

C. INVESTMENT INSTRUMENTS AND PROCEDURES: The Township may purchase those investments permitted in N.J.S.A. 40A:5-15.1, which include:

Bonds and other obligations of the Byram Township Board of Education
Bonds and other obligations of the Lenape Valley Board of Education
Commercial Bank Deposits and Certificates of Deposit
New Jersey Arbitrage Rebate Management Fund
Savings Bank Deposits and Certificates of Deposit
State of New Jersey Cash Management Fund

The Township may purchase other obligations approved by the Division of Investment of the Department of Treasury for investment by local units.

Investments shall be limited to a maturity of not more than one year unless a longer term is permitted by applicable Federal or State regulations. Allowable investments with maturities which extend beyond the end of the Township’s fiscal year shall be permitted only if interest accrued on the investment is credited to the Township at the end of the fiscal year for the purpose of realizing budgetary revenue.

D. DISBURSEMENT OF FUNDS: All funds shall be disbursed as authorized and directed by the Mayor and Council, except that the Chief Financial Officer shall have the authority to make disbursements prior to receiving the approval of the Mayor and

Council in extreme emergencies where the safety of the public is jeopardized. In addition, the following disbursements may be made prior to receiving approval of the Mayor and Council:

County Taxes	Postage
Debt Service	Purchase of Investments
Insurance Premiums	Salaries and Wages
Interfunds	School Taxes
Payroll Withholding Amounts	State of NJ Pension Obligations

For disbursements relative to payroll tax withholding, the Mayor and Council may authorize the use of a servicer to take possession of local unit funds and execute the disbursements of the Township to the taxing authorities. Tasks to be performed by the servicer may include report preparation, calculation of withholding and direct deposit of payroll disbursements.

The Chief Financial Officer is designated the “approval officer” responsible for authorizing and supervising the activities of the servicer. In cases where the servicer takes possession of local unit funds for payment of payroll claims, the approval officer is charged with ensuring that payments are made on a timely basis by regularly securing third party confirmation of such.

Disbursements shall be made by check and the signatories listed below shall include the Mayor, the Township Manager and the Township Chief Financial Officer:

Alexander Rubenstein, Mayor
Joseph W. Sabatini, Township Manager
Ashleigh M. Frueholz, Chief Financial Officer

Disbursements shall be executed via electronic wire transfer of funds by the Chief Financial Officer, or designated staff member, when that method of payment will result in a financial benefit to the Township in the form of increased investment income.

E. BONDING: The following officials shall be covered by surety bonds; said surety bonds to be examined by the independent auditor to ensure their proper execution:

Building Inspector	Tax Collector
Chief Financial Officer	Township Clerk
Tax Assessor	Township Manager

F. COMPLIANCE: The Cash Management Plan of the Township shall be subject to the approval of annual audit conducted pursuant to N.J.S.A. 40A:5-4. As stated in N.J.S.A. 40A:5-14, the official(s) charged with the custody of Township funds shall deposit them as instructed by this Cash Management Plan, and shall thereafter be relieved of any liability or loss due to the insolvency or closing of any designated depository.

If at any time, this Cash Management Plan conflicts with any regulation of the State of New Jersey, or any department thereof, the applicable State regulations shall apply.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 005 – 2024**

**RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER
TO MAINTAIN A PETTY CASH FUND IN THE AMOUNT OF \$150.00**

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of a Petty Cash Fund for the Finance Office of the Township of Byram; and

WHEREAS, said Petty Cash Fund was established by resolution dated December 6, 1993, by the Mayor and Council of the Township of Byram; and

WHEREAS, it is the desire of the Council that said fund be continued under the direction of Ashleigh M. Frueholz, Chief Financial Officer;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Township of Byram, that:

1. During the period of January 1, 2024 through December 31, 2024 Ashleigh Frueholz, Chief Financial Officer is hereby authorized and permitted to establish a Petty Cash Fund in the amount not to exceed \$150.00 pursuant to the provisions of N.J.S.A. 40A:5-21. Said Petty Cash Fund will be used by such office or department to pay claims for small miscellaneous expenses.
2. The Chief Financial Officer having custody of the Fund will maintain said Fund in accordance with the laws and regulations governing its operation.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 006 – 2024**

**RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED
STATE CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO
N.J.S.A. 40A:11-12 AND N.J.A.C. 5:34-7-29**

WHEREAS, the Township of Byram pursuant to N.J.S.A. 40A:11-12 and N.J.A.C. 5:34-7-29, may without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of Byram has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, participation in the State Cooperative Pricing Program does not require a formal agreement with the Division of Purchase and Property, or its approval of the Director required; and

WHEREAS, contracts awarded under a State Cooperative Purchasing Contract, in excess of the Township’s bid threshold may be made by resolution of the Governing body; and

WHEREAS, the Township of Byram intends to enter into contracts with State Contract Vendors that the total of the contracts may exceed the Township’s bid threshold as referenced below:

<u>Description</u>	<u>Vendor</u>	<u>Contract No.</u>
Computer Equipment	Dell Marketing, LP	M-0483; 19-TELE-00656
Office Supplies	WB Mason Co., Inc.	T-0052; 0000003

NOW THEREFORE BE IT RESOLVED, that the Township of Byram authorizing the Purchasing Agent to purchase certain goods or services from an approved New Jersey State Contract Vendor, pursuant to all conditions of the individual State contracts; and

BE IT FURTHER RESOLVED, that the governing body of the Township of Byram pursuant to N.J.A.C. 5:30-5.5(b) the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of funds is made by the Chief Financial Officer; and

BE IT FURTHER RESOLVED, that the duration of the contracts between the Township of Byram and the referenced State Contract Vendors shall be from January 1, 2024 to December 31, 2024.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 007– 2024**

**RESOLUTION OF THE TOWNSHIP OF BYRAM, COUNTY OF SUSSEX, STATE OF NEW JERSEY
“Establish the Rate of Interest to be charged for Non-Payment of Taxes on or Before the Due Date”**

WHEREAS, N.J.S.A. 54:4-67 permits the Governing Body of each municipality to fix the rate of interest to be charged for late payment of taxes as provided by law; and

WHEREAS, N.J.S.A. 54:4-67 also permits the Governing Body of each municipality to allow for a ten (10) day grace period for the payment of quarterly taxes; and

WHEREAS, N.J.S.A. 54:4-67 has been amended to permit the fixing of said rate at eight percent (8%) per annum for the first \$1,500.00 of the delinquency and eighteen percent (18%) per annum for amounts in excess of \$1,500.00, and an additional penalty of six percent (6%) may be collected for delinquencies in excess of \$10,000.00 from property owners who fail to pay the delinquency prior to the end of the calendar year; and

WHEREAS, N.J.S.A. 54:4-67 has been amended to permit the Governing Body to extend a ten (10) day grace period for the payment of quarterly taxes which are due on February 1st, May 1st, August 1st and November 1st of each calendar year;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Byram in the County of Sussex, State of New Jersey, that the Tax Collector is hereby authorized and directed to charge an eight percent (8%) per annum rate of interest on the first \$1,500.00 of taxes which become delinquent after the tax due date, and a rate of eighteen percent (18%) per annum interest on any amount of taxes due in excess of \$1,500.00 which becomes delinquent after to tax due date; and

BE IT FURTHER RESOLVED, that the Tax Collector is also authorized and directed to charge an additional penalty of six percent (6%) if a delinquency is in an amount in excess of \$10,000.00 and remains in arrears beyond December 31st of each calendar year; and

BE IT FURTHER RESOLVED, that the ten (10) day grace period for quarterly tax payments be in effect, that any payment of taxes not made on or before the due date in accordance with the Statute shall be charged interest from the due date as set forth by law, and that this Resolution shall take effect immediately.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I, Cynthia Church, certify that the forgoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 008 – 2024**

**RESOLUTION OF THE TOWNSHIP OF BYRAM, COUNTY OF SUSSEX, STATE OF NEW JERSEY
“Cancellation of Small Tax Balances”**

WHEREAS, N.J.S.A. 40A:5-17.1 allows for the cancellation of property tax refunds or delinquent amounts in the amounts of less than ten (\$10.00) dollars; and

WHEREAS, the Township Council of the Township of Byram may authorize the Tax Collector to process, without any further action on the part of the Governing Body, any cancellation of property tax refunds or delinquencies of less than ten (\$10.00) dollars;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Byram in the County of Sussex, State of New Jersey, that the Tax Collector is hereby authorized to process the cancellation of any property tax refunds or delinquencies of less than ten (\$10.00) dollars.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I, Cynthia Church, certify that the forgoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 009– 2024**

RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS

BE IT RESOLVED by the Mayor and Township Council, Township of Byram, Sussex County, New Jersey that the New Jersey Herald and New Jersey Sunday Herald be designated official newspapers of the Township of Byram beginning January 1, 2024 and ending December 31, 2024, or until a successor is named.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

TOWNSHIP OF BYRAM
RESOLUTION NO. 010 - 2024

**ANNUAL NOTICE OF THE CALENDAR DATES OF THE SCHEDULED MEETINGS
OF THE BYRAM TOWNSHIP COUNCIL FROM 1/1/2024 – 12/31/2024 AND THE
BEGINNING OF 2025**

WHEREAS, The Legislature of the State of New Jersey has passed into law Chapter 231, P.L. 1975m entitled the Open Public Meetings Act; and

WHEREAS, Section 13 of the above-mentioned law requires a posting of regularly scheduled meeting dates for the benefit of the public.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Byram, County of Sussex and State of New Jersey, that said Council shall meet as follows during calendar year 01/01/2024-12/31/2024 and in the beginning of 2025:

REGULAR MEETINGS

January		16- Budget Workshop Meeting – 6:30 p.m.
February	6	20
March	5	19
April	2	16
May	7	21
June	5*	18
July	2	16
August		13*
September	3	17
October	1	15
November	6*	19
December	3	17
January	7, 2025 - Reorganization	

(* Denotes a different day)

All of the above meetings shall begin with an executive session at 6:30 p.m. and the regular session will begin at 7:30 p.m., unless otherwise noted. Formal action may be taken. All meetings shall be held in the Municipal Building, 10 Mansfield Drive, Byram Township, NJ. Agenda’s will be posted on the Byram Township website, on the front door of the municipal building and sent to the list of persons requesting notices prior to the meeting.

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to the New Jersey Herald and the Sunday Herald and shall be posted on the front door and the bulletin board of the Byram Township Municipal Building and sent to those persons requesting notice.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

RESOLUTION NO. 011-2024

**TOWNSHIP COUNCIL - TOWNSHIP OF BYRAM
COUNTY OF SUSSEX, STATE OF NJ**

**RESOLUTION AUTHORIZING COMPLIANCE WITH THE UNITED STATES
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "ENFORCEMENT
GUIDANCE ON THE CONSIDERATION OF ARREST AND CONVICTION RECORDS"
IN EMPLOYMENT DECISIONS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF
1964**

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, That the Township of Byram hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

I, Cynthia Church, RMC, Township Clerk of the Township of Byram, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a resolution adopted by the Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

GOVERNING BODY CERTIFICATION PURSUANT TO P.L. 2017, C. 183 OF COMPLIANCE WITH THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions
Under Title VII of the Civil Rights Act of 1964"

GROUP AFFIDAVIT FORM FOR MUNICIPALITIES AND COUNTIES
NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY

COUNTY OF SUSSEX

We, members of the governing body of the Township of Byram being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Township of Byram Council in the County of Sussex;
2. Pursuant to P.L. 2017, c. 183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012);
3. We are familiar with the local unit's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the local unit's hiring practices comply with the above-referenced enforcement guidance.

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

Sworn to and subscribed before me this

_____ day of _____

Notary Public of New Jersey

Cynthia Church, RMC, Township Clerk

The Municipal Clerk shall set forth the reason for the absence of signature of any members of the governing body.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 012 – 2024**

**RESOLUTION AUTHORIZING ANNUAL APPOINTMENT OF A
PUBLIC AGENCY COMPLIANCE OFFICER (PACO) FOR
THE TOWNSHIP OF BYRAM, SUSSEX COUNTY, NEW JERSEY**

WHEREAS, it is the policy of the Township of Byram to provide equal employment opportunity for all persons, regardless of race, color, creed, national origin, political or religious opinions or affiliations, ancestry, age, marital status, sex, or because of physical disability that does not interfere with the ability to do the work required, or liability for service in the Armed Forces of the United States; and

WHEREAS, the Affirmative Action Office of the New Jersey Department of the Treasury has revised the obligations of the public contracting process set forth in N.J.A.C. 17:27 et.seq., pursuant to P.L. 1975, C. 127; and

WHEREAS, the regulations require the designation of a “Public Agency Compliance Officer” (PACO) to represent the Township of Byram; and

WHEREAS, the PACO is to be appointed annually; and

WHEREAS, the Township of Byram desires to appoint the Township CFO Ashleigh Frueholz as the PACO for the Township of Byram.

NOW, THEREFORE, BE IT RESOLVED by the Township of Byram in the County of Sussex, State of New Jersey, that:

1. Ashleigh Frueholz is appointed as the PACO officer for the period ending 12/31/2024 or until such time as a new PACO shall be appointed by the Township Council.
2. Copies of this Resolution shall be distributed to the Department of the Treasury, Affirmative Action Office, P.O. Box 209, Trenton, NJ 08625 and be made available at the Township of Byram Municipal Building for public inspection.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 013 – 2024**

**RESOLUTION APPOINTING TAX ASSESSOR AND MUNICIPAL
ATTORNEY TO REPRESENT THE TOWNSHIP OF BYRAM BEFORE
THE COUNTY BOARD OF TAXATION FOR CALENDAR YEAR 2024**

BE IT RESOLVED by the governing body of the Township of Byram that the Municipal Assessor Penny Holenstein and Municipal Attorney from the law firm of Vogel, Chait, Collins and Schneider are hereby authorized to defend before the Sussex County Board of Taxation and Tax Court of the State of New Jersey all contested appeals and to initiate municipal appeals to correct the Township of Byram tax list including but not limited to rollback complaints, added and omitted assessment complaints, and such other appeals as are necessary to correct the assessments for the Township of Byram; and

BE IT FURTHER RESOLVED that for calendar year 2024 the Municipal Assessor and Municipal Attorney are hereby designated as the agents of the Township of Byram for the purpose of signing settlements of the foregoing matters by stipulation; and

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to the Tax Administrator at the Sussex County Tax Board.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 014 – 2024**

**AUTHORIZING APPOINTMENT OF LEGAL COUNSEL AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b. has determined it necessary to employ legal counsel for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Thomas F. Collins, Jr., Esq. of the law firm of Vogel, Chait, Collins & Schneider a professional services contract for the year 1/1/2024-12/31/2024 at a rate not to exceed \$175.00 per hour as outlined in the attached contract; and

WHEREAS, such award of contract shall be made as a non – fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services will exceed \$17,500; and

WHEREAS, Thomas F. Collins, Jr. has submitted a proposal dated October 11, 2023 indicating that he will provide legal counsel to the Township of Byram in accordance with the monetary compensation described hereinabove; and

WHEREAS, Thomas F. Collins, Jr. of the law firm of Vogel, Chait, Collins & Schneider has completed and submitted a Business Entity Disclosure Certification that he will not make any reportable contributions to any political candidate or candidate committee and that the contract will prohibit him from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contract for “Professional Services,” without competitive bids and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the Township of Byram, County of Sussex and State of New Jersey that it hereby authorizes the Mayor, Township Manager and Clerk to enter into a contract with Thomas F. Collins, Jr., Esq. of the law firm of Vogel, Chait, Collins & Schneider as described hereinabove; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED that this Contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because these services are rendered or performed by a person authorized by law to practice a recognized profession; and

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the official Township Newspaper.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, Township Clerk

**CONTRACT FOR PROFESSIONAL SERVICES
TOWNSHIP ATTORNEY**

BETWEEN:

THE TOWNSHIP OF BYRAM, hereinafter designated as "Contracting Unit"

AND:

THOMAS F. COLLINS, JR., ESQ., of the law firm of Vogel, Chait, Collins, & Schneider, an Attorney at Law of the State of New Jersey, hereinafter designated as "Attorney".

THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants herein expressed, the Contracting Unit and the Attorney agree as follows:

1. Scope of Employment.

(A) The Attorney is hereby retained by the Contracting Unit to represent Byram Township Council at its meetings (both regular and special) and executive sessions during the contract term and render said Township Council such legal advice as is requested. The Attorney will also represent the Township Council in all litigation in which the Township Council is a part, as specifically authorized by the Township Council. The Attorney shall attend conferences with Township Council representatives and other municipal officials as required relative to fulfilling his job function. The scope of employment encompassed herein shall also include telephone communications related to Township Council matters and such legal advice, opinions, research and drafting of resolutions and ordinances, as is required.

(B) The Attorney shall from time to time render such written and oral legal opinions or prepare other documents and perform such other services specifically requested by the Township Council not otherwise incorporated in subparagraph (A) above.

2. Term.

This contract shall cover the period January 1, 2024 through December 31, 2024.

3. Consideration.

(A) For the services set forth in paragraph 1 above, the consideration shall be in accordance with the following schedule:

Attorney - \$175.00 per hour.

(B) The consideration for services shall be paid monthly as vouchers are submitted and approved by the Contracting Unit.

(C) The Attorney shall be reimbursed for out-of-pocket expenses as incurred.

4. Assignment.

This contract shall not be assigned by the Attorney.

5. Special Provisions.

(A) In the event the Attorney or his firm shall be unable to fulfill his duties as required hereunder because of illness, conflict of interest or any other valid reason, the same shall be performed by another attorney selected by the Attorney pursuant to the provisions of this contract.

(B) The Attorney hereby specifically agrees to turn over to the Contracting Unit all files, records and other documents or matters whatsoever developed or accumulated while in the employ of the Contracting Unit and pertaining to any and all work performed by him while acting on behalf of the Contracting Unit when his employment with the Contracting Unit is terminated. The Attorney may copy the said files at his expense.

(C) Either party may terminate this contract upon thirty (30) days written notice to the other.

(D) The Attorney and his law firm will not make any reportable contributions to any political candidate, committee or candidate for Mayor and Council of the Township of Byram during the term of the contract

(E) The Attorney and his law firm will use detailed billing, will not bill for travel time and will not use block billing. The Attorney and his law firm will not bill for administrative work or for secretarial time.

6. Employee Information Reports.

Attached hereto is a copy of the Certificate of Employee Information Report for the Attorney.

To secure and maintain and to assure that his associated firm will secure and maintain Workmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the Township, the Attorney and/or his associated firm and their employees and agents from claims for bodily injury, death, or property damage which may arise from the performance of his (their) services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 excess liability coverage. If requested, the Attorney shall provide Certificates of Insurance to the Township. Such certificates shall provide that the Township shall receive (10) day's written notice prior to any cancellation or alteration of the policy limits. The Township shall be named insured on the liability insurance policy and on any umbrella policies.

To provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Attorney and/or his associated firm for claims, which arise from the negligent performance of the Attorney pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least \$1,000,000 aggregate. Cost of coverage at a higher limit, if such is so requested by the Township, shall be paid by the Township.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper officers, and their seal to be hereto affixed this _____ day of _____, 20____.

ATTEST:

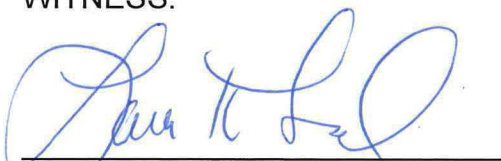
TOWNSHIP OF BYRAM

JOSEPH SABATINI, TWP MANAGER

ALEXANDER RUBENSTEIN, MAYOR

WITNESS:

ATTORNEY:



Laurence K. Ford



THOMAS F. COLLINS, JR., ESQ.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 015 - 2024**

**AUTHORIZING APPOINTMENT OF THE TOWNSHIP LABOR COUNSEL AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b. has determined it necessary to employ a Township Labor Counsel for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Thomas N. Ryan of Laddey, Clark & Ryan, LLP a professional services contract for the year 1/1/2024-12/31/2024 at a rate of \$210.00 per hour; and

WHEREAS, such award of contract shall be made as a non – fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is for one year; and

WHEREAS, Thomas N. Ryan of Laddey, Clark & Ryan, LLP has completed and submitted a Business Entity Disclosure Certification that he will not make any reportable contributions to any political candidate or candidate committee and that the contract will prohibit him from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contract for “Professional Services,” without competitive bids and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the Township of Byram, County of Sussex and State of New Jersey that it hereby authorizes the Mayor, Township Manager and Clerk to enter into a contract with Thomas N. Ryan of Laddey, Clark & Ryan, LLP as described hereinabove; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification be placed on file; and

BE IT FURTHER RESOLVED that this Contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because these services are rendered or performed by a person authorized by law to practice a recognized profession; and

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the official Township Newspaper.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

**CONTRACT FOR PROFESSIONAL SERVICES
TOWNSHIP ATTORNEY**

BETWEEN:

THE TOWNSHIP OF BYRAM, hereinafter designated as "Contracting Unit"

AND:

THOMAS F. COLLINS, JR., ESQ., of the law firm of Vogel, Chait, Collins, & Schneider, an Attorney at Law of the State of New Jersey, hereinafter designated as "Attorney".

THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants herein expressed, the Contracting Unit and the Attorney agree as follows:

1. Scope of Employment.

(A) The Attorney is hereby retained by the Contracting Unit to represent Byram Township Council at its meetings (both regular and special) and executive sessions during the contract term and render said Township Council such legal advice as is requested. The Attorney will also represent the Township Council in all litigation in which the Township Council is a part, as specifically authorized by the Township Council. The Attorney shall attend conferences with Township Council representatives and other municipal officials as required relative to fulfilling his job function. The scope of employment encompassed herein shall also include telephone communications related to Township Council matters and such legal advice, opinions, research and drafting of resolutions and ordinances, as is required.

(B) The Attorney shall from time to time render such written and oral legal opinions or prepare other documents and perform such other services specifically requested by the Township Council not otherwise incorporated in subparagraph (A) above.

2. Term.

This contract shall cover the period January 1, 2024 through December 31, 2024.

3. Consideration.

(A) For the services set forth in paragraph 1 above, the consideration shall be in accordance with the following schedule:

Attorney - \$175.00 per hour.

(B) The consideration for services shall be paid monthly as vouchers are submitted and approved by the Contracting Unit.

(C) The Attorney shall be reimbursed for out-of-pocket expenses as incurred.

4. Assignment.

This contract shall not be assigned by the Attorney.

5. Special Provisions.

(A) In the event the Attorney or his firm shall be unable to fulfill his duties as required hereunder because of illness, conflict of interest or any other valid reason, the same shall be performed by another attorney selected by the Attorney pursuant to the provisions of this contract.

(B) The Attorney hereby specifically agrees to turn over to the Contracting Unit all files, records and other documents or matters whatsoever developed or accumulated while in the employ of the Contracting Unit and pertaining to any and all work performed by him while acting on behalf of the Contracting Unit when his employment with the Contracting Unit is terminated. The Attorney may copy the said files at his expense.

(C) Either party may terminate this contract upon thirty (30) days written notice to the other.

(D) The Attorney and his law firm will not make any reportable contributions to any political candidate, committee or candidate for Mayor and Council of the Township of Byram during the term of the contract

(E) The Attorney and his law firm will use detailed billing, will not bill for travel time and will not use block billing. The Attorney and his law firm will not bill for administrative work or for secretarial time.

6. Employee Information Reports.

Attached hereto is a copy of the Certificate of Employee Information Report for the Attorney.

To secure and maintain and to assure that his associated firm will secure and maintain Workmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the Township, the Attorney and/or his associated firm and their employees and agents from claims for bodily injury, death, or property damage which may arise from the performance of his (their) services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 excess liability coverage. If requested, the Attorney shall provide Certificates of Insurance to the Township. Such certificates shall provide that the Township shall receive (10) day's written notice prior to any cancellation or alteration of the policy limits. The Township shall be named insured on the liability insurance policy and on any umbrella policies.

To provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Attorney and/or his associated firm for claims, which arise from the negligent performance of the Attorney pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least \$1,000,000 aggregate. Cost of coverage at a higher limit, if such is so requested by the Township, shall be paid by the Township.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper officers, and their seal to be hereto affixed this ____ day of _____, 20__.

ATTEST:

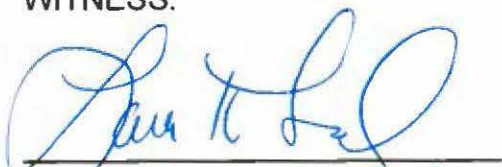
TOWNSHIP OF BYRAM

JOSEPH SABATINI, TWP MANAGER

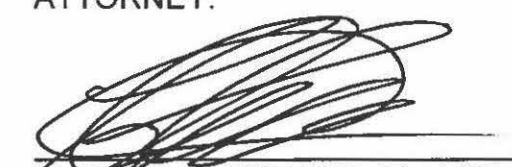
ALEXANDER RUBENSTEIN, MAYOR

WITNESS:

ATTORNEY:



Laurence K. Ford



THOMAS F. COLLINS, JR., ESQ.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2023** to **15-Mar-2030**

VOGEL, CHAIT, COLLINS & SCHNEIDER,
25 LINDSLEY DRIVE, SUITE 200
MORRISTOWN NJ 07960




ELIZABETH MAHER MUOIO
State Treasurer

**TOWNSHIP OF BYRAM
RESOLUTION NO. 016 - 2024**

**AUTHORIZING APPOINTMENT OF THE TOWNSHIP ENGINEER AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b. has determined it necessary to employ a Township Engineer for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Harold E. Pellow & Assoc. a professional services contract for the year 1/1/2024-12/31/2024 in accordance with the November 20, 2023 proposal at a rate not to exceed \$142.00 per hour; and

WHEREAS, such award of contract shall be made as a non – fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services will exceed \$17,500; and

WHEREAS, Harold E. Pellow & Assoc. has completed and submitted a Business Entity Disclosure Certification that they will not make any reportable contributions to any political candidate or candidate committee and that the contract will prohibit them from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contract for “Professional Services,” without competitive bids and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the Township of Byram, County of Sussex and State of New Jersey that it hereby authorizes the Mayor, Township Manager and Clerk to enter into a contract with Harold E. Pellow & Assoc. as described hereinabove; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED that this Contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because these services are rendered or performed by a person authorized by law to practice a recognized profession; and

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the official Township Newspaper.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, Township Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 2nd day of January 2024 by and between:

TOWNSHIP OF BYRAM, a municipal corporation of the State of New Jersey with offices at 10 Mansfield Drive, Stanhope, NJ 07874

and:

HAROLD E. PELLOW & ASSOC., INC. with offices at 17 Plains Road, Augusta, NJ 07822.

W I T N E S S E T H

WHEREAS, the Township of Byram desires to retain Harold E. Pellow & Associates, Inc., and

WHEREAS, N.J.S.A. 40A:11-1 et seq. requires that all contracts be in writing,

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants herein contained, the parties hereto agree as follows:

1. Harold E. Pellow & Associates, Inc. will provide engineering services for the Township of Byram.
2. The remuneration for services are outlined in the November 20, 2023 proposal.
3. The payment to be made for said services or otherwise, under this agreement, shall be by voucher as prescribed law.
4. Harold E. Pellow & Associates, Inc. agrees to review the Mandatory Equal Employment Opportunity Language (N.J.S.A 10-5-31 et seq.) (N.J.A.C. 17:27) attached hereto as 'Exhibit A' to satisfy the State of New Jersey's contracting requirements for the year 2024.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

ATTEST:

TOWNSHIP OF BYRAM

Cynthia Church, Township Clerk

Alexander Rubenstein, Mayor

ATTEST:

Cory L. Stoner, P.E., C.M.E.
Harold E. Pellow & Associates, Inc.



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

HAROLD E. PELLOW, *PRESIDENT*
2022 Distinguished Engineering Service Award
from the NJ Society of Professional Engineers
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.

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

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

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

DAVID B. SIMMONS, JR., *VICE PRESIDENT*
NJ - P.E. & L.S., NJ - P.P., NJ - C.M.E.
NY - P.E. & L.S., PA - P.E. & L.S.

THOMAS G. KNUTELSKY, *ASSOCIATE*
NJ - P.E., NJ - P.P.

November 20, 2023

Byram Township
Municipal Building
10 Mansfield Drive
Stanhope, New Jersey 07874

ATTN: Mr. Joseph Sabatini, Byram Township Manager

RE: 2024 Byram Township Municipal Engineer Appointment

Dear Joe:

Please accept this letter as my official request to be retained as the Municipal Engineer for the Township for the upcoming 2024 calendar year. It has been a pleasure working for Byram Township over the nineteen (19) years and I would like the opportunity to continue to work for Byram Township for years to come. I, therefore, respectfully request to be re-appointed as the Municipal Engineer for Byram Township for 2024. During the coming 2024 calendar year, my professional services rate will be \$142.00, which is the same rate that will be changed for all our municipal clients.

If you have any questions regarding the activities performed this year or need any additional information to support my re-appointment for 2024, please do not hesitate to contact me.

Very truly yours,

Cory L. Stoner, P.E., C.M.E.

HAROLD E. PELLOW & ASSOCIATES, INC.

Byram Township Engineer

CLS.mv
p:\PROPOSALS\BYRAM\TWP ENGINEER POSITION - 2024\LETTER1.DOC

Enclosures – *Pay-to-Play Documents & Certificates*

cc: Cindy Church -Deputy Municipal Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 017 - 2024**

**AUTHORIZING APPOINTMENT OF THE SEWER CONSULTING ENGINEER AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b, has determined it necessary to employ a sewer consulting engineer for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to CP Engineers, LLC a professional services contract at a rate not to exceed \$198.00 per hour for the year 01/01/2024-12/31/2024 in accordance with the attached proposal; and

WHEREAS, such award of contract shall be made as a non – fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services may exceed \$17,500; and

WHEREAS, CP Engineers, LLC have completed and submitted a Business Entity Disclosure Certification that they will not make any reportable contributions to any political candidate or candidate committee and that the contract will prohibit them from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contract for “Professional Services,” without competitive bids and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the Township of Byram, County of Sussex and State of New Jersey that it hereby authorizes the Mayor, Township Manager and Clerk to enter into a contract with CP Engineers, LLC as described hereinabove; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED that this Contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because these services are rendered or performed by a person authorized by law to practice a recognized profession; and

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the official Township Newspaper.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSULTING ENGINEERING SERVICES**

This Agreement is made and entered into by and between the TOWNSHIP OF BYRAM, a body politic of the State of New Jersey, having its administrative offices at the Municipal Building, 10 Mansfield Drive, Stanhope, New Jersey 07874, hereinafter called "Byram"; and CP ENGINEERS, LLC, a corporation of the State of New Jersey, with offices located at 11 Park Lake Road, Sparta, New Jersey 07871-3241, hereinafter called "CP".

WHEREAS, Byram has a need for professional engineering services incidental to the existing sanitary sewer system and future wastewater treatment facilities in the Township; and

WHEREAS, CP has provided such services in the past, possesses a staff having the requisite training, expertise, and experience required to provide said services, and is fully familiar with the history, facilities, and operational procedures of Byram; and

WHEREAS, CP is presently providing consulting engineering services to Byram pursuant to a contract effective January 1, 2023, the term of which shall expire on December 31, 2023; and

WHEREAS, Byram is desirous of retaining CP's services for the one year period commencing on January 1, 2024 and ending December 31, 2024; and

WHEREAS, Byram may obtain professional engineering and management services without competitive bidding pursuant to N.J.A.C. 40A:11-5 (1) (a) (i); and

WHEREAS, Byram has determined that this entry into a written agreement to obtain such services would be in the public interest.

NOW, THEREFORE, in consideration of the promises and of the mutual undertakings and agreements of the parties hereto, it is agreed as follows:

ARTICLE I - SCOPE OF SERVICES

- 1.1 CP shall provide, perform, and furnish during the term of this Contract, professional consulting engineering services to Byram with regard to matters pertaining to wastewater management, and will include the following:
- (1.) Provide guidance and assistance to Byram in the formation of a sewer utility or department.
 - (2.) Advise Byram in regard to utility financial planning and budgeting.
 - (3.) Attend all meetings related to wastewater matters and represent Byram to all other municipal, County, State and Federal agencies as requested by Byram.

- (4.) Review of plans and specifications, and NJDEP and Byram applications, for all wastewater treatment projects under Byram's jurisdiction.
 - (5.) Prepare the necessary Engineering Reports and studies if requested by Byram.
 - (6.) Provide project management services during planning, design, construction and operation of wastewater treatment facilities on Byram's behalf as directed by Byram.
 - (7.) Perform any other Engineering services specifically authorized by Byram incidental thereto.
- 1.2 CP shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by CP under this Agreement.

ARTICLE II - CHANGES IN SCOPE OF SERVICES, COMPENSATION OR CONDITIONS

- 2.1 Except as stated hereafter in this paragraph, there shall be no deviation from or additions or adjustments to the Scope of Services, the compensation, and/or the conditions of this Agreement, except by written amendment executed by both parties and authorized by resolution of Byram.

ARTICLE III - PAYMENT

- 3.1 Byram and CP agree that as compensation for the performance of all services incorporated in Article I of this Agreement, CP will be compensated on an hourly rate basis for each hour worked. The Schedule of Fees and Charges to be in effect from January 1, 2024 to December 31, 2024 is incorporated as Attachment 2.
- 3.2 Time spent by CP personnel traveling to or from Byram's offices and facilities and to or from other locations on behalf of Byram (e.g., NJDEP, DCA or other regulatory agency offices, bond-related travel, meetings at other authorities or other consultants offices, construction sites, etc.) shall be chargeable to Byram.
- 3.3 CP shall also be reimbursed for necessary and reasonable mileage and travel expenses incurred, at such rates as may be contained in the applicable IRS Code, in the performance of Byram business as set forth herein.
- 3.4 Should it be necessary for CP to utilize, with prior Byram approval, the services of other consultants or subcontractors with specialized expertise, CP shall be reimbursed for such services at cost plus ten (10) percent.
- 3.5 CP shall submit monthly vouchers for services rendered under this Agreement in such manner as may be directed by Byram, setting forth the CP employee name, time periods and hours worked, the services performed, and the computation of the amount requested as the result thereof. CP shall provide any and all additional information

with respect to any such vouchers as may be reasonably requested by Byram. Payment thereon shall be made within thirty (30) days of receipt of such vouchers. In the event a dispute arises with respect to any such voucher, payment thereon shall be made within thirty (30) days of the resolution of such dispute.

ARTICLE IV - TERM OF THIS AGREEMENT

- 4.1 This Agreement covers the provision of the agreed upon services to Byram by CP, commencing on January 1, 2024 and continuing until December 31, 2024. CP is hereby authorized to proceed with regard to the services to be performed under this Agreement upon the effective date of this Agreement.
- 4.2 Byram agrees to make a good faith effort to issue to CP, no less than two (2) months prior to the expiration date of this Agreement, a notice of its intent regarding retaining CP for an additional term of service. Should the intent of Byram be to retain CP for an additional term of service, Byram will initiate good faith negotiations of a new Agreement with CP upon issuance of said notice, but the issuance of said notice shall in no way bind Byram to conclude an Agreement with CP as originally intended.

ARTICLE V - REGULATIONS

- 5.1 CP will be required to comply with all applicable Federal, State, County, and Municipal laws, ordinances, and regulations applicable to any and all services and work performed by it pursuant to this Agreement either with respect to hours or labor, or otherwise. CP shall at all times itself observe and comply with and shall cause all its agents and employees to observe and comply with all such laws, ordinances, and regulations, and shall protect, indemnify, and hold harmless Byram, its officers, Commissioners, and agents against any claim or liability to the extent arising from or based on the violation of any such law, ordinance, or regulation, whether by itself or its agents or employees.
- 5.2 The mandatory language of P.L. 1975c. 127, and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are incorporated by reference into this Agreement. CP agrees to afford equal opportunity in the performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer, and to comply with the Mandatory Affirmative Action Language contained in Attachment 1 hereto.

ARTICLE VI - RESPONSIBILITIES OF BYRAM

- 6.1 Byram will provide CP with access to all appropriate Byram files and records pertaining to wastewater management and shall make its resources, including, but not limited to, offices, staff, telephones, equipment, and the like, available to CP for use in the performance of the services set forth in this Agreement without charge to CP.

ARTICLE VII - INSURANCE/INDEMNIFICATION

- 7.1 CP shall carry the following insurance during the performance of its services. Advance notice will be provided to Byram of any subsequent modification or cancellation of the coverages.
- (1) Workers Compensation Insurance with statutory coverage and \$1,000,000 Employer's Liability Coverage;
 - (2) Comprehensive General Liability Insurance with aggregate limits of \$2,000,000;
 - (3) Automobile Liability Insurance with aggregate limits of \$1,000,000; and
 - (4) Professional Liability Insurance with annual aggregate limits of \$1,000,000.
- 7.2 CP shall indemnify and save harmless Byram, its officers, agents, and employees of and from any loss, costs, damages, claims, expenses or liability by reason of injury to or death of any person or damage to or destruction or loss of any property to the extent resulting from the negligent acts, errors, omissions, defaults, or willful misconduct of CP, its agents, employees, or subcontractors resulting from or arising out of the performance of CP's obligations under this Agreement. The aforesaid is in addition to any other right or remedy which Byram may have in law or equity or otherwise. The above indemnification shall include, but is not limited to, reimbursement of reasonable legal fees and expenses that Byram incurs in the defense of any such claim.

ARTICLE VIII - RESTRICTIONS

- 8.1 CP is authorized to engage in any other work, design, construction or consultation which is not required to come before the Byram for approvals or endorsements.
- 8.2 Any work that by its nature will require Byram approval or endorsement prior to implementation or submission to another board, agency or department may be authorized by this Agreement, subject to CP notification and the Byram approval thereof. Such will allow for the Byram to retain special, independent engineering review services, if necessary. CP services will not be utilized in the selection of any special independent engineer for such review.
- 8.3 If CP submits a bid or proposal for engineering services to any firm, developer, applicant or municipality, or submits price estimates for services that by their natures must come before the Byram for endorsement or approval, whether or not CP is awarded the contract, then Byram will utilize a special review engineer.
- 8.4 If CP has been employed by any firm, developer, applicant or municipality who subsequently makes application to the Byram for review, approval or endorsement of a plan or project, CP will notify the Byram of said prior professional

association/relationship, and if said employment is continuing or of recent time sequence, the Byram will decide if special review engineering services are appropriate.

- 8.5 In those cases where the Byram has entered into an escrow agreement with a developer or other entity for the eventual ownership and operation of a sewerage and/or water system, CP agrees to perform no work for these developers or other entities as long as an escrow agreement is in place.

ARTICLE IX - PROVISIONS REQUIRED BY LAW

- 9.1 All provisions to be included in this Agreement by any law, requirement, or regulation shall be deemed to be inserted by the parties as if the same were fully set forth at length herein.

ARTICLE X - TERMINATION

- 10.1 This Agreement shall not be terminated for any reason other than bankruptcy, criminal or negligent acts, or failure to perform under the terms of this Agreement. Should either party to this Agreement fail to perform under the terms hereof, the other party shall provide written notice of said non-performance. Said written notice shall contain evidence of the failure to perform and steps which must be taken to rectify the non-performance. The alleged non-performing party shall then be given thirty (30) days to resolve said non-performance. Should said non-performance not be corrected, then the aggrieved party may issue notice of termination of this Agreement for failure of the other party to perform under the terms of this Agreement. Termination shall be effective ninety (90) days after the issuance of said notice of termination.
- 10.2 In the event that the termination is not the result of any default by CP in the performance of its obligations under this Agreement, CP shall be compensated for all work performed prior to receipt of the notification to terminate such work, together with all reasonable costs and expenses incurred by CP in effecting the termination, including, but not limited to, non-cancellable commitments and demobilization costs.

ARTICLE XI - SUCCESSORS AND ASSIGNS

- 11.1 Byram and CP bind themselves and their successors, executors, administrators, assigns, and legal representatives to this Agreement, and to the successors, executors, administrators, assigns, and legal representatives of each other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE XII - PROFESSIONAL RESPONSIBILITY

- 12.1 CP represents that its services under this Agreement shall be performed, within the limits prescribed by Byram and this contract, in a manner consistent with that level of

care and skill reasonably and ordinarily exercised by other professional engineers and environmental consultants under similar circumstances at the time the services are performed.

ARTICLE XIII - POLITICAL CONTRIBUTION DISCLOSURE

- 13.1 This contract has been awarded to CP based on the merits and abilities of CP to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that CP, its subsidiaries, assigns or principals controlling in excess of ten percent (10%) of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Byram if a member of that political party is serving in an elective public office of the Township of Byram when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Byram when the contract is awarded.
- 13.2 Both the Chapter 19 Business Entity Disclosure Certification for Non-Fair And Open Contracts pursuant to N.J.S.A. 19:44A-20.8 , the Chapter 271 Political Contribution Disclosure Form pursuant to N.J.S.A. 19:44A-20.26, the Statement of Ownership Disclosure pursuant to N.J.S.A. 52:25-24.2, and the Stockholder Disclosure Certification pursuant to P.L. 1977, Ch. 33 are incorporated as Attachment No.3 of this Agreement.

ARTICLE XIV - EFFECTIVE DATE

- 14.1 This Agreement consists of Pages 1 through 9 and the following Attachments, and will be considered to be in full force and effect on the date on which it has been executed by both Byram and CP:

Attachment 1: Mandatory Affirmative Action Language

Attachment 2: CP Schedule of Rates & Charges

Attachment 3: Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Form, Statement of Ownership Disclosure, and Stockholder Disclosure Certification

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed on the dates indicated below.

ATTEST:

TOWNSHIP OF BYRAM

Cynthia Church, Township Clerk

BY: _____
Alexander Rubenstein, Mayor

DATE: _____

ATTEST:

CP ENGINEERS, LLC



Joseph M. Mikulka, C.P.M.
Notary Public of New Jersey


BY: _____
Stephen E. Donati, P.E.
Executive Vice President &
Chief Operating Officer

DATE: 11/03/2023



**TOWNSHIP OF BYRAM
RESOLUTION NO. 018- 2024**

**AUTHORIZING APPOINTMENT OF BOND COUNSEL AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b. has determined it necessary to employ a Bond Counsel for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Robert H. Beinfield, Esq. a professional services contract for 1/1/2024-12/31/2024 at a rate not to exceed what is in the attached proposal dated 10/4/2023; and

WHEREAS, such award of contract shall be made as a non – fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services may exceed \$17,500; and

WHEREAS, the anticipated term of this contract is from 1/1/2024-12/31/2024; and

WHEREAS, Robert H. Beinfield, Esq. has completed and submitted a Business Entity Disclosure Certification that he will not make any reportable contributions to any political candidate or candidate committee and that the contract will prohibit him from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contract for “Professional Services,” without competitive bids and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the Township of Byram, County of Sussex and State of New Jersey that it hereby authorizes the Mayor, Township Manager and Clerk to enter into a contract with Robert H. Beinfield, Esq. as described hereinabove; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED that this Contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because these services are rendered or performed by a person authorized by law to practice a recognized profession; and

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the official Township Newspaper.

BYRAM TOWNSHIP COUNCIL					
	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:
I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") made and entered into this 2nd day of January, 2024, by and between the Township of Byram, in the County of Sussex, New Jersey (the "Township"), and Hawkins Delafield & Wood LLP, having offices at One Gateway Center, Newark, New Jersey ("Hawkins"),

WITNESSETH:

WHEREAS, the Township requires the services of a recognized bond counsel firm to, among other things: approve the legality of its bonds and notes (the "Obligations"); assist the Township and the Township's local attorney in every phase of the authorization proceedings for the Obligations; oversee the actual issuance of the Obligations; arrange for the advertising and holding of public sales of the Obligations; attend to the preparation of the Obligations and the delivery and payment for the Obligations at the closing thereof; aid in the timely and efficient consummation of the sale of the Obligations and the preliminary and related proceedings; issue an approving legal opinion that accompanies the Obligations; prepare a notice of sale for the Obligations; assist in matters relating to the receipt of electronic bids for the Obligations; prepare or assist in the preparation of a preliminary official statement and a final official statement relating to the Obligations; prepare or assist in the preparation of any necessary Local Finance Board applications; advise with respect to the federal securities laws relating to initial and secondary market disclosure applicable to the issuance of the Obligations; advise with respect to the federal tax laws applicable to the issuance of Obligations; prepare bond ordinances, capital improvement ordinances, bond resolutions, bond anticipation note resolutions and other related ordinances and resolutions; prepare an arbitrage and use of proceeds certificate and a continuing disclosure undertaking relating to the Obligations; and provide advice from time to time with respect to the foregoing and related matters;

NOW, THEREFORE, the Township and Hawkins hereby agree as follows:

1. Client. The client of Hawkins in this matter will be the Township. Hawkins will be engaged hereunder to render legal advice to the Township as its bond counsel in connection with the issuance of the Obligations.

2. Scope of Services. The primary responsibility of Hawkins as bond counsel to the Township will be to render an opinion regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations and, if applicable, the excludability of interest on the Obligations from gross income for federal and state income tax purposes. In addition, Hawkins would provide the services described in the above preambles and would expect to attend meetings, participate in conference calls and negotiations, undertake research and offer advice when necessary or desirable.

3. Limited Scope of Representation. The duties of Hawkins do not include, among other things, making an investigation or expressing any view as to the creditworthiness or financial strength of the Township or of the Obligations. It is expressly agreed that the Township shall not request Hawkins to provide predictions or advice

regarding, and that Hawkins shall provide no predictions or advice and owes the Township no duty regarding, the financial structuring or feasibility of any arrangement or any predictions or advice as to the ability or likelihood of any other party actually performing its obligations relating thereto. In delivering the bond counsel opinion, Hawkins does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Obligations, nor does Hawkins represent, warrant or guarantee the actual performance rendered by participants in any transaction with the Township. It is also expressly agreed that (i) the client of Hawkins for purposes of this engagement is the Township and not any of its officers or employees, members, creditors, bondholders or any other entities having any interest in the Township or in which the Township has an interest and (ii) accordingly, this engagement will not establish an attorney-client relationship between Hawkins and any such individual, member or other entity.

3. Term of Engagement. Either the Township or Hawkins may terminate this engagement at any time for any reason by written notice, subject on the part of Hawkins to applicable rules of professional conduct. In the event that this engagement is terminated by Hawkins, Hawkins will take such steps as are reasonably practicable to protect the Township's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, Hawkins will be paid for services satisfactorily rendered by Hawkins up to the date of termination and for any post-termination services requested by the Township in connection with the termination.

4. Conclusion of Representation; Retention and Disposition of Documents. At the Township's request, its papers and property will be returned to it or delivered to successor counsel, as it may direct, promptly upon receipt of payment of outstanding fees and expenses. The files of Hawkins pertaining to this engagement will be retained by Hawkins. These Hawkins files include, for example, firm administrative records, time and expense reports and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, Hawkins reserves the right to destroy or otherwise dispose of any such documents or other materials retained by Hawkins within a reasonable time after the termination of this engagement.

5. Post-Engagement Matters. After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative or judicial interpretations thereof, that could have an impact upon issues as to which Hawkins has advised the Township during the course of this engagement. Unless the Township subsequently engages Hawkins, after completion of this engagement, to provide additional advice on such issues, Hawkins has no continuing obligation to advise the Township with respect to any such future legal developments.

6. Fees and Expenses. Fees and expenses for services in connection with this engagement shall be calculated in accordance with the letter of Hawkins dated October 4, 2023.

7. Other Hawkins Engagements. As a major capital markets law firm, Hawkins from time to time has represented, may currently represent and may in the future represent, issuers, underwriters, commercial banks, corporate trustees and other parties involved in the issuance of bonds on unrelated matters. By virtue of the participation of Hawkins in this engagement, the Township acknowledges this fact and agrees to such representation.

8. Township Responsibilities. The Township agrees to cooperate fully with Hawkins and to provide promptly all information known or available to the Township relevant to this engagement. The Township also agrees to pay statements for services and expenses of Hawkins in accordance with the above provisions.

9. Fully Integrated Agreement; Merger. This Agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties and agreements are fully and completely merged herein.

10. Township Acknowledgment. The Township acknowledges that Hawkins is not making any examination or recommendation, nor is Hawkins providing advice, with respect to the business or financial aspects of any financing or of the Obligations. The Township understands that Hawkins cannot provide predictions or advice with regard to the likelihood of success of any aspect of any financing.

11. Specific New Jersey Statutory Provisions. This contract has been awarded to Hawkins based on the merits and abilities of Hawkins to provide the services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned representative of Hawkins does hereby attest that Hawkins, its subsidiaries, assigns or principals controlling in excess of 10% of Hawkins, has neither made a contribution that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of this contract that would, pursuant to P.L. 2023, c. 30, affect its eligibility to perform this contract nor will it make a reportable contribution during the term of this contract to any candidate committee of any person serving in an elective public office of the Township when this contract is awarded. During the term of this Agreement, Hawkins agrees to comply with the equal employment opportunity requirements set forth in N.J.A.C. 17:27 and hereby incorporates by reference the Mandatory Equal Employment Opportunity Language set forth in Exhibit A attached hereto and made a part hereof. Hawkins acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271 §3) if Hawkins receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of Hawkins to determine if filing is necessary.

12. Severability. Any provisions or portion of this Agreement prohibited as unlawful or enforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement.

13. Counterparts. This Agreement may be executed in counterparts, which together will constitute the entire Agreement. The counterparts of this Agreement may be

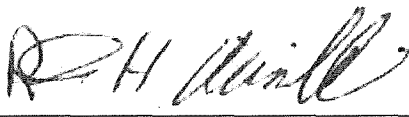
executed and delivered by facsimile or other electronic signature (including portable document format) and the parties hereto may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

**THE TOWNSHIP OF BYRAM, IN THE
COUNTY OF SUSSEX, New Jersey**

By _____
Name: Alexander Rubenstein
Title: Mayor

HAWKINS DELAFIELD & WOOD LLP

By  _____
Name: Robert H. Beinfield
Title: Partner

**TOWNSHIP OF BYRAM
RESOLUTION NO. 019 – 2024**

**AUTHORIZING APPOINTMENT OF TOWNSHIP PLANNER AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b, has determined it necessary to employ a Township Planner for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to L&G Planning, LLC a professional services contract for the year 1/01/2024-12/31/2024 at a rate not to exceed \$180.00 per hour as outlined in the attached November 28, 2023 proposal; and

WHEREAS, the Mayor and Council award this contract to L&G Planning, LLC with the expectation that Paul Glietz, P.P. will be the planner for Byram Township; and

WHEREAS, such award of contract shall be made as a non – fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services may exceed \$17,500; and

WHEREAS, L&G Planning, LLC has completed and submitted a Business Entity Disclosure Certification that they will not make any reportable contributions to any political candidate or candidate committee and that the contract will prohibit them from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contract for “Professional Services,” without competitive bids and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the Township of Byram, County of Sussex and State of New Jersey that it hereby authorizes the Mayor, Township Manager and Clerk to enter into a contract with L&G Planning, LLC as described hereinabove; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED that this Contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because these services are rendered or performed by a person authorized by law to practice a recognized profession; and

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the official Township Newspaper.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this ____ day of January 2024 by and between:

TOWNSHIP OF BYRAM, a municipal corporation of the State of New Jersey with offices at 10 Mansfield Drive, Stanhope, NJ 07874

and

L&G PLANNING located at 11 W. Church Street; Suite A, Bordentown, NJ 08505

WITNESSETH

WHEREAS, the Township of Byram desires to retain L&G PLANNING to provide planning services to Byram Township; and

WHEREAS, N.J.S.A. 40A:11-1 et seq. requires that all contracts be in writing,

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants herein contained, the parties hereto agree as follows:

1. L&G PLANNING will provide planning services to Byram Township as per the rate schedule dated 2024.
2. Funds are available for these purposes through December 31, 2024.
3. The payment to be made for said services or otherwise, under this agreement, shall be by voucher as prescribed law.
4. L&G PLANNING agrees to review the Mandatory Equal Employment Opportunity Language (N.J.S.A 10-5-31 et seq.) (N.J.A.C. 17:27).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals set forth on the date first above written.

TOWNSHIP OF BYRAM

Attest


Attest

Mayor


L&G Planning



2024 Hourly Rates - Municipal

Principal..... \$180

Associate.....\$110

GIS & Graphics.....\$90

**TOWNSHIP OF BYRAM
RESOLUTION NO. 020 - 2024**

**AUTHORIZING APPOINTMENT OF THE TOWNSHIP AUDITOR AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b. has determined it necessary to employ a Township Auditor for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Raymond Sarinelli of Nisivoccia, LLP a professional services contract for the year 01/01/2024-12/31/2024 in accordance with the attached December 1, 2023 proposal; and

WHEREAS, such award of contract shall be made as a non – fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services may exceed \$17,500; and

WHEREAS, Raymond Sarinelli of Nisivoccia, LLP has completed and submitted a Business Entity Disclosure Certification that he will not make any reportable contributions to any political candidate or candidate committee and that the contract will prohibit him from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contract for “Professional Services,” without competitive bids and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the Township of Byram, County of Sussex and State of New Jersey that it hereby authorizes the Mayor, Township Manager and Clerk to enter into a contract with Raymond Sarinelli of Nisivoccia, LLP as described hereinabove; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification will be placed on file with this resolution; and

BE IT FURTHER RESOLVED that this Contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because these services are rendered or performed by a person authorized by law to practice a recognized profession; and

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the official Township Newspaper.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

November 20, 2023

The Honorable Mayor and Members
of the Township Council
Township of Byram
Byram, New Jersey

The following represents our understanding of the services we will provide the Township of Byram.

You have requested that we audit the financial statements – *regulatory basis* - of the various funds of the Township of Byram, as of and for the years ended December 31, 2024 and 2023 and the related notes as listed in the table of contents as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

In addition, we will audit the Township's compliance over major federal and state award programs for the year ended December 31, 2024 if a federal and/or state single audit is required to be performed. The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), audit requirements prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey and the standards applicable to financial audits contained in *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit, if a federal and/or state single audit is required, is to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the Township complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Supplementary information other than Required Supplementary Information will accompany the Township of Byram's various fund financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the various fund financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the various fund financial statements or to the various fund financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the various fund financial statements as a whole:

Supplementary Data Schedules

Schedules of Expenditures of Federal and State Awards

We will subject the schedules of expenditures of federal and state awards to the auditing procedures applied in our audit of the various fund financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial

statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedules of expenditures of federal and state awards is presented fairly in all material respects in relation to the various fund financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility if a federal single audit is required to be performed. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Auditor Responsibilities

We will conduct our audit in accordance with GAAS, audit requirements prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and the standards applicable to financial audits contained in *Government Auditing Standards*. As part of an audit in accordance with GAAS, audit requirements prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey and the standards applicable to financial audits contained in *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Township's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Township of Byram's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Township of Byram's *regulatory basis* financial statements. Our report will be addressed to the Honorable Mayor and Members of the Township Council of the Township of Byram. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance (if a federal and/or state single audit is required to be performed)

Our audit of the Township of Byram's major federal and state award program(s) compliance (if a federal and/or state single audit is required) will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and New Jersey's OMB Circular 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* (NJOMB 15-08), and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and New Jersey's OMB Circular 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* and other procedures we consider necessary to enable us to express such an opinion on major federal and/or state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and NJOMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and/or state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the Township of Byram's compliance based on the audit.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance and New Jersey's OMB Circular 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from

fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Township of Byram's compliance with the requirements of the federal and/or state programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* and *New Jersey State Aid/Grant Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Township of Byram's major programs, and performing such other procedures as we consider necessary in the circumstances (if a federal and/or state single audit is required). The purpose of those procedures will be to express an opinion on the Township of Byram's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and NJOMB 15-08.

Also, as required by the Uniform Guidance and NJOMB 15-08, we will obtain an understanding of the Township of Byram's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Township of Byram's major federal and state award programs if a federal and/or state single audit is required. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance (if a federal and/or state single audit is required) that will include an opinion or disclaimer of opinion regarding the Township of Byram's major federal and/or state award programs as applicable, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting practices prescribed or permitted by the DLGS;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and state programs under which they were received;
- d. For maintaining records that adequately identify the source and application of funds for state and federally funded activities;

- e. For reviewing the schedules of expenditures of federal and state awards prepared by us (including notes and noncash assistance received) to ensure they are in accordance with the Uniform Guidance;
- f. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the Township is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
- g. For identifying and ensuring that the Township complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal and state award programs;
- h. For disclosing accurately, currently, and completely the financial results of each federal and state award in accordance with the requirements of the award;
- i. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- j. For taking prompt action when instances of noncompliance are identified;
- k. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- l. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- m. For submitting the reporting package and data collection form, if applicable, to the appropriate parties;
- n. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- o. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the Township from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report
- p. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- q. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- r. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- s. For informing us of any known or suspected fraud affecting the Township involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- t. For the accuracy and completeness of all information provided;
- u. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- v. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedules of expenditures of federal and state awards referred to above, you acknowledge and understand your responsibility (a) for the review of the schedules of expenditures of federal and state awards prepared by us in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedules of expenditures of federal and state awards, (c) to include our report on the schedules of expenditures of federal and state awards in any document that contains the schedules of expenditures of federal and state awards and that indicates that we have reported on such schedules, and (d) to present the schedules of expenditures of federal and state awards with the audited financial statements, or if the schedules will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedules of expenditures of federal and state awards no later than the date of issuance by you of the schedules and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform which are as follows: assistance in preparing the regulatory basis financial statements, the supplementary data schedules, the schedules of expenditures of federal and state awards, and related notes of the Township in accordance with accounting practices prescribed or permitted by the Division and the Uniform Guidance based on information provided by you.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

We will not assume management responsibilities on behalf of the Township of Byram. However, we will provide advice and recommendations to assist management of the Township of Byram in performing its responsibilities.

The Township of Byram's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with *Government Auditing Standards*

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards

The nonattest services are limited to the assist in preparing the regulatory basis financial statements, the supplementary data schedules, the schedules of expenditures of federal and state awards, and related notes of the Township in accordance with accounting practices prescribed or permitted by the Division and the Uniform Guidance based on information provided by you as previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the Township of Byram's *regulatory basis* various fund financial statements. Our report will be addressed to the Honorable Mayor and Members of the Township Council of the Township of Byram. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the *regulatory basis* various fund financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we also will issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing upon completion of our audit. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited regulatory basis financial statements, including regulatory basis financial statements published electronically on your website and on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

MSRB Municipal Advisor Rule:

On September 18, 2013, the Securities and Exchange Commission (the "SEC") adopted a rule requiring that "municipal advisors" register with the Securities and Exchange Commission. A "municipal advisor" is someone that "provides advice to or on behalf of a municipal Township with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters

concerning such financial products or issues[.]" Nisivoccia LLP is not a registered Municipal Advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities. Accordingly, pursuant to the new Municipal Advisor rule and absent the available exception to the rule discussed below, Nisivoccia LLP cannot provide the Township of Byram with advice or recommendations regarding the issuance of municipal securities.

Under the Municipal Advisor rule, the Township of Byram may continue to receive advice from its auditor, bond counsel and other professionals, provided both the Township of Byram and the professional satisfy the "Issuer Has Hired an Independent Municipal Advisor Exemption". First, as municipal issuer, the Township of Byram needs to have (i) engaged an independent registered municipal advisor and (ii) made such engagement known in writing to the person seeking to rely on the exemption and/or post this declaration on the Township of Byram's web site. Second, the person relying on this exemption, such as us, your bond counsel and others, must:

1. obtain a written representation from the Township of Byram that it is represented by, and will rely on the advice of, an independent registered municipal advisor. The written representation from the Township of Byram may be a declaration posted on the Township of Byram's web site as long as the posting states that the representation is intended to establish the independent municipal advisor exemption pursuant to the Municipal Advisor rule.
2. provide written disclosure to the Township of Byram and its independent registered municipal advisor that, by obtaining such representation from the Township of Byram, the firm is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities; and
3. provide the written disclosure described above at a time and in a manner reasonably designed to allow the Township of Byram to assess the material incentives and conflicts of interest that such person may have in connection with the municipal advisory activities.

If the Township of Byram has engaged the services of a registered Municipal Advisor, we encourage you to notify us in accordance with paragraph 1 above. We have already provided to you in this letter the disclosure contained in paragraph 2 above, which we trust is being provided to you in the time and manner set forth in paragraph 3 above. If the Township of Byram has not engaged the services of a registered Municipal Advisor, or has, but has not satisfied the requirements of the "Issuer Has Hired an Independent Municipal Advisor Exemption", then any services performed by us in connection with the issuance of municipal securities shall be performed pursuant to the Statements on Standards for Attestation Engagements and related Attestation Interpretations as issued by the American Institute of Certified Public Accountants, then currently in effect.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as discussed with and agreed to by management.

The Honorable Mayor and Members of
the Township Council
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November 20, 2023

Raymond Sarinelli is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Nisivoccia LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services will be agreed upon when the budget is approved. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Whenever possible, we will attempt to use the Township of Byram's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Honorable Mayor and Members of the Township Council the following significant findings from the audit:

- Our view about the qualitative aspects of the Township of Byram's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Nisivoccia LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal and state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Nisivoccia's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to federal and state agencies and the U.S. Government Accountability Office. The federal and state agencies and the U.S. Government Accountability Office may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The Honorable Mayor and Members of
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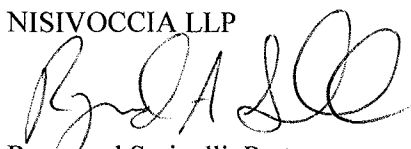
Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

NISIVOCCIA LLP



Raymond Sarinelli, Partner

November 20, 2023

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Township of Byram by:

Name: _____

Title: _____

Date: _____

Township of Byram

2024 Audit Rates

Hourly rates:

Staff to Senior Accountant	\$ 85 - \$142 per hour
Supervisor to Manager	\$145 - \$185 per hour
Partner	\$185 - \$205 per hour

Note: An audit fee will be agreed upon for 2024 when the 2024 budget is prepared.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 021– 2024**

**RESOLUTION AUTHORIZING THE EXECUTION OF THE 2024 AGREEMENT BY
AND BETWEEN BYRAM TOWNSHIP AND PHOENIX ADVISORS, LLC COVERING
CONTINUING DISCLOSURE AGENT SERVICES AND APPOINTMENT AS
INDEPENDENT REGISTERED MUNICIPAL ADVISOR “OF RECORD”**

WHEREAS, it is beneficial to retain the assistance of appropriately registered experts in the field of municipal bond finance, with knowledge and experience in these matters, to assist in assuring compliance with CDAs and to stand ready to provide advice as needed with the issuance of municipal debt; and

WHEREAS, Phoenix Advisors, LLC submitted a proposal dated November 21, 2023, outlining the services to be provided for an amount not to exceed \$1,600.00.

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Byram, County of Sussex, State of New Jersey that the Mayor, Clerk and Township Manager are hereby authorized to execute any and all documents in connection with the 2022 Agreement by and between Byram Township and Phoenix Advisors, LLC.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk



AGREEMENT for MUNICIPAL ADVISOR AND CONTINUING DISCLOSURE SERVICES

THIS AGREEMENT (the “Agreement”), made and entered into on January 01, 2024, by and between Byram Township, 10 Mansfield Drive, Stanhope, NJ 07874 (the “Client”), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, NJ 08505 (“Phoenix Advisors”),

WITNESSETH:

WHEREAS Phoenix Advisors has expertise across a variety of disciplines, including but not limited to municipal advisor services, continuing disclosure, rating agency surveillance, project finance, debt management and financial consulting, and being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), is qualified to perform such professional services;

WHEREAS the Client desires to engage Phoenix Advisors to perform the professional services set forth in the exhibits hereto; and

WHEREAS the terms and conditions under which Phoenix Advisors will provide such services to the Client are set forth herein;

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

General. Phoenix Advisors will perform the professional services set forth in the exhibits hereto.

Term. This Agreement shall have a term of one year. This Agreement is subject to annual renewal and may be terminated by either the Client or Phoenix Advisors upon thirty (30) days prior written notice.

General Compensation. The client agrees to the compensation schedule as set forth in the exhibits hereto. There shall be no additional charge for out-of-pocket expenses incurred by Phoenix Advisors unless specifically agreed. Should any modification of fees become appropriate, the client shall receive written notification. In the event of termination of the agreement, Phoenix Advisors reserves the right to receive payment of its fee, calculated on a pro rata basis, for all services rendered under this Agreement up to and including the date of termination.

Professional Qualifications for Municipal Advisor Services. Under SEC and MSRB regulations, municipal advisor professionals owe a fiduciary duty to the Client. Any person that provides advice to municipal entities concerning the issuance of municipal securities must be registered with the SEC and the MSRB. Any Phoenix Advisors professional providing municipal advisory advice to our clients must hold a Series 50 Municipal Advisor Representative license. Phoenix Advisors professionals who supervise the provision of municipal advisory advice must hold a



Series 54 Municipal Advisor Principal license. All Phoenix Advisors municipal advisor professionals hold the appropriate licenses. All licensees are subject to continuing education protocols.

Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority concerning any decision of the Client or any official of the Client beyond the rendition of information or advice. Phoenix Advisors does not provide legal or accounting advice. None of the services contemplated in this Agreement shall be construed as legal advice or a substitute for legal services. The Client hereby acknowledges its responsibilities concerning federal securities laws and represents its intention to comply in all respects with federal securities laws. Phoenix Advisors and the Client agree, at their own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. Phoenix Advisors and the Client will obtain and maintain in force, at its own expense, all licenses, permits, and approvals required for its performance under this Agreement and will obtain all required authorizations and approvals prior to commencement of the services.

Disclosure of Conflicts of Interest. The MSRB requires Phoenix Advisors to provide written disclosure to the Client about material conflicts of interest. Disclosures required by the MSRB are set forth in the exhibits hereto.

Limitation of Liability. Under federal regulations, Phoenix Advisors has a fiduciary duty to our clients. We utilize extensive market data when providing advice regarding a financing, and we will bring our experience and available resources to bear to achieve a successful closing of your transaction. After closing, market movement, or other changing circumstances in the marketplace over which Phoenix Advisors has no control, may occur. While neither positive nor negative market movement can be guaranteed, Phoenix Advisors shall not be held responsible for any market realities that may negatively affect your financing. By understanding and accepting these limitations, the Client is *not* waiving any of its legal rights under applicable securities laws, nor any other laws the Client may be legally prevented from waiving.

Entire Agreement. The Agreement and all exhibits thereto constitute the entire agreement of the parties hereto and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter, and this Agreement, including all exhibits thereto, prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement, including all exhibits thereto, unless such additional terms are consented to by both parties in writing.

Severability and Survival. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect. The covenants set forth above shall survive and shall continue to be binding notwithstanding the termination of this Agreement for any reason whatsoever.

Applicable Law. This Agreement shall be governed by the laws of the State of New Jersey.



IN WITNESS WHEREOF, The Client and Phoenix Advisors have caused this Agreement to be duly executed by their authorized representatives, as of the effective date noted above.

BYRAM TOWNSHIP

By: _____
Authorized Signatory

PHOENIX ADVISORS, LLC

By:  _____
David B. Thompson, Chief Executive Officer



EXHIBIT I - SCOPE OF SERVICES

CONTINUING DISCLOSURE

Phoenix Advisors has offered comprehensive continuing disclosure services since 2014. Beginning in 2023, this vital post-issuance service extends to include **Debt Caddie**, our debt service payment reminder platform. Under SEC Rule 15c2-12 (the “Rule”), issuers of municipal debt must regularly make secondary market disclosure of financial information and other disclosable events, as described in the continuing disclosure undertakings in the Official Statements that accompany their debt issues. With the cooperation of the client, Phoenix Advisors compiles the required information, files it in a timely fashion and provides confirmation of the filing for client records to demonstrate compliance with the Rule.

- **Codify Issues That Are Subject to Continuing Disclosure**
 - Obtain and examine the Client’s Official Statements relating to its outstanding bond issues to research the requirements found in the prior undertakings.
 - Review the Client’s financial statements for information concerning debt and lease obligations and other relevant obligations.
 - Discuss with the Client its filing and/or reporting obligations.
- **Disclosure Obligation & Debt Service Schedule Setup**
 - Capture critical data concerning continuing disclosure requirements and filings, along with principal and interest debt service payments for our proprietary database.
 - Apply database functions to each outstanding financial obligation with filing requirements.
 - Provide initial report to the Client to review and confirm for accuracy.
 - On an ongoing basis, enter into our database new financial obligations of which the Client has made us aware.
- **Monitor, React and Meet Filing Deadlines**
 - Actively monitor the Client’s unique deadlines to ensure timely filing of required documents.
 - When possible, gather required documents from public sources, e.g., state and local websites.
 - Provide database-generated messages to give the Client sufficient advance notice of approaching filing deadlines.
 - Contact the Client by phone or email to pursue missing documents.
- **File Financial and Operating Data**
 - File Operating Data in addition to filing Audited Financial information.
 - Work with the Client to assure that Operating Data reports, as filed, meet the requirements of the Client’s prior undertakings.
 - If necessary, prepare the required Operating Data document to be filed in accordance with the Client’s prior undertakings.



- **Confirm Filings to Client Promptly**
 - Forward to the client MSRB submission confirmations for disclosure filings made on EMMA.
 - Record and maintain EMMA filings in our proprietary database.
- **File Documents Uniformly, Accurately and Promptly**
 - Use consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology.
 - Associate filings with appropriate CUSIP numbers on EMMA.
 - File documents on EMMA within forty-eight (48) hours of receipt.
 - In concert with the Client, identify relevant documents not required to be filed under the Client's prior undertakings and file them as voluntary submissions on EMMA. These may include budgets, debt statements, unaudited financial statements and bank loans.
- **Disclosure Events and Timely Filing of Notices**
 - Proactively monitor rating agency news and web sites for rating changes that affect the Client and file appropriate disclosure event notices on EMMA.
 - Proactively monitor rating changes affecting bond insurers or credit enhancement programs, e.g., state school bond enhancement programs, to determine which, if any, of the Client's bonds are affected and file appropriate disclosure event notices.
 - File event notices for the various disclosure events identified by the Rule on the Client's relevant financial obligations that are impacted.
- **Provide a Comprehensive Filing Report Each Year**
 - Annually prepare a continuing disclosure summary report containing each issue for which there is a continuing disclosure obligation, each required filing made and each disclosure event notice filed on the Client's behalf during the reporting year.
 - Include in the summary report a (5) year history of the Client's filings.
 - Prior to the publication of an offering document relating to municipal securities, the Continuing Disclosure Agent, if made aware of such offering, will prepare an interim report for the Client to review for completeness and accuracy.
 - The interim report will provide the basis for certain disclosures made in the offering document. The Continuing Disclosure Agent, bond counsel and other interested parties are entitled to rely upon the interim report.



- **Debt Caddie – Debt Service Payment Reminders**
 - Debt service payments must be on time, in the correct amounts, and with the correct references, in order to avoid clean up administration and reporting that can unnecessarily alarm investors.
 - Three weeks (15 business days) prior to each scheduled debt-service payment date, Debt Caddie provides the Client with a detailed payment reminder with itemized principal and interest amounts due (per issue and in the aggregate, if applicable), for cross-checking against your own records and the payee's.
 - The Client will receive a separate reminder for each scheduled payment date throughout the [calendar/contract/fiscal] year.
 - For book-entry payments to the Depository Trust Company ("DTC"), Phoenix Advisors acts as an interface to facilitate the timely allocation and processing of funds through the complexities of DTC's rigid systems.

Client Responsibilities

- The occurrence of a disclosure event may not be apparent to the Continuing Disclosure Agent. It is ultimately the Client's responsibility to notify the Continuing Disclosure Agent of any reportable event.
- Clients are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Client to notify the Continuing Disclosure Agent when the Client is so notified by the rating agencies or other entities.
- It is the responsibility of the Client to review submission confirmations for accuracy and completeness and retain copies of submission confirmations in its files.
- The Client must review the annual continuing disclosure summary report and relay to the Continuing Disclosure Agent within ten (10) calendar days any error, discrepancy, omission or concern relating to the accuracy or completeness of the report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Client, the report is accepted by the Client as accurate and complete.
- If this process requires collaboration with any of the Client's other retained professionals, any fees of those professionals are solely the responsibility of the Client.
- It is essential that the Client notify Phoenix Advisors within ten (10) calendar days of the occurrence of any disclosure event requiring the filing of an event notice under the Rule or the Client's prior undertakings.

The disclosure events requiring such notification include:

- I. Principal and interest payment delinquencies;
- II. Non-payment related defaults, if material;
- III. Unscheduled draws on debt service reserves reflecting financial difficulties;
- IV. Unscheduled draws on credit enhancements reflecting financial difficulties;
- V. Substitution of credit or liquidity providers, or their failure to perform;
- VI. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or



- other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- VII. Modifications to rights of security holders, if material;
 - VIII. Bond calls, if material, and tender offers;
 - IX. Defeasances;
 - X. Release, substitution, or sale of property securing repayment of the securities, if material;
 - XI. Rating changes;
 - XII. Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - XIII. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - XIV. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
 - XV. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
 - XVI. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.



EXHIBIT II COMPENSATION

Phoenix Advisors has a fiduciary duty to put your interests first in all matters relating to our engagement. There is no separate fee or obligation related to the appointment of Phoenix Advisors as your Municipal Advisor and Continuing Disclosure Agent, other than the fees for Continuing Disclosure Services noted below. As your Municipal Advisor and Continuing Disclosure Agent, we remain available to answer general questions concerning outstanding debt issues, market conditions, or to prepare preliminary project analyses or review financing proposals, as requested.

I. FEES FOR CONTINUING DISCLOSURE SERVICES:

- \$1,600 base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
- \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
- \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
- \$250 for each Notice of Redemption made in connection with an outstanding term bond maturity.
- All fees are accumulated and invoiced toward the end of the relevant year.

If you request municipal advisor services for a specific engagement, such as the issuance of bonds or notes, redevelopment advisory or rating agency surveillance, as more fully described in Exhibit IV, you will receive a separate engagement letter. Non-hourly compensation is **all-inclusive** – we do **not** charge for out-of-pocket expenses, fees for travel time or attendance at meetings without prior notification. Costs associated with debt issuance are customarily included in the bond ordinance authorization and would likely not be part of your current budget expenses. The details of compensation and municipal advisor services provided will be clearly delineated in the engagement letter.



EXHIBIT III - MSRB REQUIRED DISCLOSURES

Phoenix Advisors, LLC is a licensed municipal advisor duly registered with the Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”). The MSRB requires municipal advisors to provide their clients with certain disclosures relating to actual or potential material conflicts under Rule G-42.

MSRB Rule G-42 requires that all municipal advisors provide disclosures of legal or disciplinary events material to the integrity of the municipal advisor’s management or advisory personnel. There are no legal or disciplinary events concerning Phoenix Advisors, our management, or advisors filed on any Form MA or Form MA-I filed with the SEC. The MSRB’s website is www.msrb.org and the link for the Municipal Advisor Client Brochure is www.msrb.org/sites/default/files/MSRB-MA-Clients-Brochure.pdf. SEC forms MA and MA-I are available on the SEC’s EDGAR website at: www.sec.gov/edgar/searchedgar/companysearch.

Having exercised reasonable diligence, we are aware of no material conflicts of interest that would preclude us from fulfilling our fiduciary duty on any transaction for which we are engaged. Should we become aware of any material conflict, we would immediately inform the affected parties. Phoenix Advisors makes the following disclosures in connection with our engagement:

General Mitigation of Conflicts. Phoenix Advisors has a fiduciary duty to our clients, which includes a duty of loyalty in performing all municipal advisor services. Accordingly, we are always ethically bound to deal honestly and in the utmost good faith with our clients, placing your interests ahead of ours at all times. We also mitigate potential conflicts by adhering to a high standard of suitability for any service rendered to our clients. Phoenix Advisors mitigates any potential conflict described below through our adherence to this fiduciary duty.

Other Business Lines. Phoenix Advisors offers a variety of services, including but not limited to Municipal Advisor services, fiscal/budgetary consulting, redevelopment advisory, and various post-issuance compliance services such as Continuing Disclosure Agent services. These offerings could lead to the appearance of a conflict through the cross-selling of our services; however, we clearly disclose that there is no contingency requiring a client to accept multiple services.

Other Municipal Advisory Relationships. Phoenix Advisors serves a broad array of other clients, such as school districts, cities and towns, fire districts, counties, and regional authorities that may, from time to time and depending on specific circumstances, have interests that compete with yours. Phoenix Advisors owes a fiduciary duty to any and all clients for whom it performs Municipal Advisory services. No other engagements or relationships would impair our ability to fulfill our regulatory duties to any client.

Third-Party Service Providers. From time to time, third-party service providers or vendors may host informative conferences, seminars and other functions (namely the annual conferences of BAM and AGM, the two major bond insurance providers) that are attended by industry participants, including Phoenix Advisors. We typically solicit competitive quotes for third-party services with or without attending any functions sponsored by vendors.



Non-Exclusive Relationship. Phoenix Advisors may represent, perform services for, and contract with as many additional clients, persons, or companies as we, in our sole discretion, see fit, provided those services do not pose a conflict of interest with the services we perform for our clients.

Ongoing Disclosure. All municipal advisors are required to provide to each client written documentation of their municipal advisor relationship. You have received a written agreement and/or engagement letter, that includes a scope of services, compensation information and disclosure of potential conflicts of interest, if any. We review each engagement to identify, mitigate or eliminate potential conflicts of interest.

Compensation-Based Potential Conflicts. MSRB Rule G-42 requires that all municipal advisors provide this information regarding the potential for conflicts arising from certain types of pricing.

Fixed Plus Variable Fee Contingent Upon Closing. Compensation includes both a fixed fee component and variable fee component, and the payment of such fees shall be contingent upon the delivery of the issue. This form of compensation may present a potential conflict of interest because, in certain circumstances, it could result in the recommendation of less time-consuming alternatives, failure to perform a thorough analysis of alternatives or a larger than necessary par amount.

Variable Fee Contingent Upon Closing. Compensation is based on the size of the issue and the payment of such fees shall be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive to recommend a financing that is unnecessary, disadvantageous, or includes a larger than necessary par amount.

Fixed Fee Contingent Upon Closing. Compensation is a fixed amount and the payment of such fees shall be contingent upon the delivery of the issue. The amount is usually based upon, among other things, the expected duration and complexity of the transaction and the scope of services to be performed. This form of compensation may present a potential conflict of interest because the transaction could require more work than originally contemplated, which could result in the recommendation of less time-consuming alternatives or failure to perform a thorough analysis of alternatives.

Hourly. Compensation is based on the hourly fees of our personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation may present a potential conflict of interest because, absent an agreed upon maximum fee, there may not be a financial incentive to recommend alternatives that would result in fewer hours worked.

**If you have any questions about your relationship with Phoenix Advisors,
Call your Municipal Advisor professional at 866-291-8180**



Note: The following overviews are not formal Scopes of Services. For a specific engagement, a more detailed Scope of Services tailored to the actual services requested will be provided.

EXHIBIT IV - OVERVIEW OF SERVICES

DEBT ISSUANCE

At Phoenix Advisors, we believe the client deserves a complete understanding of the municipal debt issuance process. We guide you through the marketplace, addressing any questions and concerns at each juncture. There are various types of debt financing available to municipal issuers, including general obligation bonds, revenue bonds, notes, leases, bank loans, ESIPs, and NJIB loans, to name a few. Our primary objectives are to develop a strategic plan that fits your needs, to coordinate the financing process, to take an active, constructive role on your behalf in the execution of the transaction, and to provide post-issuance analysis and administration. As Municipal Advisor for an issuance of debt, we perform the following:

1. Develop a strategic plan that fits your needs.
 - Design a sound plan of finance that considers your existing financial strengths and growth patterns to ensure the success of the current and future transactions.
 - Assess the cost-benefit of available financing options, structures & concepts.
 - Recommend appropriate structure, terms, credit enhancements and timing-to-market.
 - Prepare clear and concise public presentations to State oversight boards, governing bodies, rating agencies or bond insurers.
2. Coordinate the financing process.
 - Establish a timeline identifying key events, dates, and responsibilities.
 - Manage communication and workflow transparently among the working group.
 - Contribute to preparation of the Official Statement and other required offering documents consistent with market standards and satisfactory to interested parties.
 - Develop rating agency strategy, researching and preparing a comprehensive rating presentation to obtain the best possible result. (**See Rating Agency Expertise below**)
 - Prepare specifications, solicit and evaluate bids, and recommend the most cost-effective, qualified providers of third-party services, if necessary.
3. Execute the transaction.
 - Utilize real-time market statistics and reference points to evaluate the market environment and determine suitable timing, terms, and structure.



- Coordinate public bid solicitation for competitive sales and manage the underwriter selection process for negotiated sales.
 - Conduct investor outreach to educate investors and underwriters about your offering.
 - Participate actively in the sale of your debt, provide live translation of events during competitive bid submissions, and dialogue strategically with underwriters if negotiated.
4. Administration, post-issuance analysis and reporting.
- Administer efficient closing – flow of funds, closing documents, debt service schedules.
 - Provide options for investment of bond proceeds, if necessary.
 - Produce summary report(s) and follow-up analysis.
 - Monitor outstanding debt and market conditions for refunding opportunities.
 - Assist with secondary market reporting requirements, if engaged. (**See Continuing Disclosure below**)

DEBT MANAGEMENT, BUDGET/FISCAL CONSULTING & CAPITAL PLANNING

Our professionals have extensive experience in debt management, budget/fiscal consulting, and capital planning. Services in this area will be tailored to your specific needs, which may include any of the following specialized tasks and services:

- Analyze existing and future obligations in the context of debt capacity, debt per capita, and amortization, including mitigation options such as restructuring and refinancing.
- Provide analytical services for financial planning efforts and assist with long-range capital budget, financing strategy and debt service projections.
- Review third-party solicitations with respect to debt refinancing, financial products, or RFP responses, and assess their viability.
- Review budget operations, including revenue shortfalls or expenditure overflows based on changes in the tax levy, other revenues, state aid, debt service and other expenditures, and quantify impacts on the taxpayers, ratepayers, and other stakeholders.
- Develop a customized debt management and/or fund balance policy.
- Provide quantitative analysis relating to the defeasance of outstanding debt and/or tax impact analysis relating to the proposed issuance of new debt.
- Assistance with the investment of bond proceeds and reserve funds.
- Serving as “bidding agent” to obtain a portfolio of open market U.S. Treasury securities at a cost-effective price.



RATING AGENCY EXPERTISE

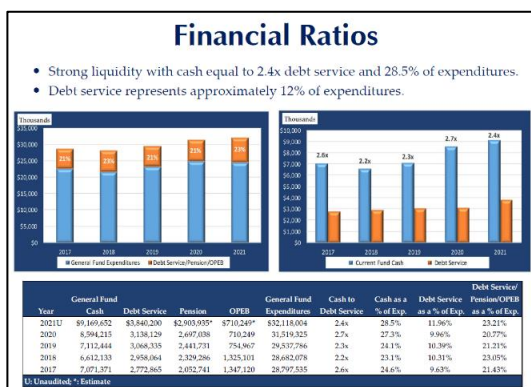
A proactive, strategic approach to interaction with rating agencies is essential to achieving a successful outcome since a strong underlying credit rating is critical to achieving the best possible financing. With this goal, Phoenix Advisors takes the lead in the rating process by recommending the appropriate rating agency (or agencies) and helps you interact with them more effectively.

Each agency uses its own proprietary evaluation methodology, which our professionals have studied and are intimately familiar with. A municipal credit rating is generally comprised of four parts:

- economic data and taxpayer / ratepayer base
- financial performance, liquidity, and reserves
- debt and liabilities
- management and policies



We prepare a comprehensive presentation tailored to your unique characteristics and circumstances, emphasizing the areas on which the rating agencies are expected to focus during their review. We understand the economic, demographic and financial ratios that impact your credit rating and will help you put your best foot forward by highlighting your strengths. From local wealth/income metrics to fund balance ratios, our presentation will serve as a guide for the discussion to ensure we touch upon all the key areas.



Our professionals take the lead in discussions but give you ample opportunity to elaborate on each topic. We request a list of questions from the credit analyst in advance to avoid surprises. In addition to emphasizing your strengths, it is important to address proactively what could be perceived as limitations, giving you the ability to structure the discussion. We will work with you and the credit analyst to provide any information requiring follow-up after the presentation.

A stronger credit rating attracts broader appeal in the capital markets, which leads to more cost-effective financings. Whether for a new issue or a periodic surveillance review, Phoenix Advisors helps you to interact with the rating agencies more effectively.



CONTINUING DISCLOSURE

SEC Rule 15c2-12 (the “Rule”) requires underwriters to verify that issuers are complying with their existing Continuing Disclosure Agreements (“CDA”s) and will continue to comply going forward. Our service enables you to present to investors a clear, concise record of your commitment to compliance with continuing disclosure obligations. As Continuing Disclosure Agent, we perform the following:

- Research CDAs for existing obligations and 5-year retrospective filing status on EMMA.
 - Execute necessary remedial filings to establish compliance.
 - Setup obligations in our proprietary tracking database for future adherence.
- File annual financial information and operating data accurately and promptly.
- File Event Notices accurately and promptly within the 10-business day deadline.
 - Monitor sale calendars, ratings news, and public sources for reportable events.
 - Propose voluntary filings where not required but proactive for investors.
- Provide a comprehensive report of filings made at each year-end, including a 5-year summary of compliance to inform future primary disclosures in Official Statements.
- Monitor the evolving regulatory environment, including collaboration with the bond counsel community regarding interpretations and materiality.

REDEVELOPMENT ADVISORY

Phoenix Advisors provides expert financial advice at each stage of a Redevelopment project from conception through completion to administration. Projects typically involve public-private partnerships that employ various tax abatement strategies to encourage investment, such as payments in lieu of tax (PILOTs). As Redevelopment Advisor, we perform the following:

- Review developer proposals to confirm assumptions (rents, expenses, construction costs, financing terms) are consistent with market conditions.
- Model cash flows independently to assess feasibility and the need for tax abatement.
- Compare proposed PILOT revenue projections to current and traditional taxes.
- Estimate the impact on municipal and school costs.
- Negotiate PILOT terms with the developer and review the Financial Agreement.
- Prepare presentations to the administration, governing body, and the public, as required.
- Assist with the implementation of the PILOT, including:
 - Monitor the developer’s compliance with the terms of the Financial Agreement.
 - Calculate and invoice PILOT payments based on actual, audited financials.



ENERGY SAVINGS IMPROVEMENT PROGRAMS

Phoenix Advisors has been the leader in providing municipal advisory services on ESIP financings. Since the new ESIP law was enacted in 2009, Phoenix Advisors and its professionals have served as municipal advisor on more ESIP financings than any other New Jersey municipal advisory firm.

- Provide advice regarding renewable energy and energy efficient projects through either a lease purchase or bond financing through the Energy Savings Improvement Program.
- Evaluate competitive bids for Energy Savings Company (“ESCO”) services and/or professional engineering/energy approach towards execution of ESIP.
- Provide input as to the value of ESCO guarantees and their costs.
- Advise as to costs/benefits of lease purchase financing versus refunding bond financing (competitive, negotiated, private placement methods) given existing legal constraints, market conditions and credit factors.
- Review and analyze the proposed project, projected energy savings, optimal repayment schedule and project timing, and advise in final structuring decisions to ensure annual debt service levels meet preferred debt service coverage ratios and do not exceed projected energy savings and incentives.
- Assist with the procurement of financing by soliciting proposals from lessors or investment banking firms, and the preparation or review of the various financing documents prepared in connection with the ESIP.
- Coordinate the application to the Local Finance Board and meet with the Division of Local Government Services and Board of Public Utilities staff, as needed.

ASSET/UTILITY VALUATION AND SALE/LEASE

Phoenix Advisors provides essential financial advice to our clients when evaluating the potential sale or lease of municipal assets and utilities. The decision-making process regarding a potential sale or lease of any asset involves a number of considerations, both financial and otherwise. Our expert guidance ranges from initial financial analysis and asset valuation to public-private partnership coordination and implementation.

- Evaluate the financial condition and future viability of municipal assets, including analyzing various structures, alternatives and pro forma financial operations, assumptions and value.
- Review proposals for the sale/lease of municipal assets, with specific attention to financial impact, operations, costs, employees, etc. Assist in the public Request for Bids (RFB) process, as necessary.
- Analyze the financial impact of the transaction on the client, its taxpayers and/or ratepayers and other stakeholders. Evaluate the potential uses of projected new revenue.



- Analyze, propose, and negotiate additional financial and/or community benefits, as requested, to cater to the unique needs of the client.
- Conduct and/or support negotiations with the private party regarding payment calculations, escalation, timing of payments, terms and other incentives. Thoroughly analyze pertinent financial aspects of financial agreements, comment and propose changes, as necessary.
- Make presentations to the governing body and administration and assist in the approval process for various local/State oversight boards, as necessary.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 022 - 2024**

**RESOLUTION AUTHORIZING GRACIE & HARRIGAN CONSULTING
FORESTERS, INC., TO PROVIDE VARIOUS FOREST STEWARDSHIP
SERVICES FOR THE 2023 SEASON**

WHEREAS, the Township Council of the Township of Byram determined that there was a need to authorize Gracie & Harrigan Consulting Foresters, Inc., to provide various forest stewardship services for the 2024 season; and

WHEREAS, Gracie & Harrigan Consulting Foresters, Inc., submitted a proposal dated December 5 , 2023, outlining the services to be provided; and

WHEREAS, the Chief Financial Officer of the Township of Byram has certified that funds are available;

NOW, THEREFORE, BE IT RESOLVED, by the Township of Byram, County of Sussex and State of New Jersey that it hereby authorizes Gracie & Harrigan Consulting Foresters, Inc., to provide various forest stewardship services for the 2024 season.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

*Providing Forest
Management Services
For Over 40 Years.*



210 Main Street PO Box 492 Gladstone, NJ 07934
T. 908.781.6711

Heather J. Gracie-Petty, CF
Christina L. Harrigan, CF
Steven W. Kalleser, CF
Alexander Kelchner, CF

December 5, 2023

Ms. Cynthia Church, RMC/CMR
Byram Township Clerk
10 Mansfield Drive
Stanhope, New Jersey 07874

Cindy,

It continues to be a pleasure working with the Byram Township Open Space Committee with stewardship of their forested parklands. Over the next year I anticipate the following activities along with annual costs.

1. Participation in 3 to 4 OS meetings/ field visits. Virtual meetings are normally billed for 1 hour at \$135/hr. whereas in person meetings will be billed for approximately 2 to 3 hours at the same rate. It would be preferred to schedule at least one on site meeting. I am always happy to send my reports in advance of meetings and can be available by phone to help curb costs.
2. I will continue to work with the Farr Forest Management Plan to assist with future stewardship activities. During 2023 we can discuss future projects on Tamarack, Cranbury Overlook and Glenside. Ideally one 5 acres unit of forest stand improvement should be marked under the Farr Plan. I will also continue to review other parks for future stewardship activities. Since it is difficult to determine the number of hours, perhaps we can cap the hours at 20 hours.
3. The selective timber harvest on Glenside is pending. If we are to proceed our fees are covered by a commission (20%) of the total revenue received by the township so there will be not out of pocket cost.

I look forward to working with Byram Township in 2024.

Respectively submitted,

Heather J. Gracie, SAF, CF
President

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 2nd day of January, 2024 by and between:

TOWNSHIP OF BYRAM, a municipal corporation of the State of New Jersey with offices at 10 Mansfield Drive, Stanhope, NJ 07874

and:

GRACIE & HARRIGAN CONSULTING FORESTERS, INC. located at 23 Dumont Road, PO Box 316, Farr Hills, NJ 07931.

W I T N E S S E T H

WHEREAS, the Township of Byram desires to retain Gracie & Harrigan Consulting Foresters, Inc.; and

WHEREAS, N.J.S.A. 40A:11-1 et seq. requires that all contracts be in writing,

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants herein contained, the parties hereto agree as follows:

1. Funds are available for this purpose.
2. The payment to be made for said services or otherwise, under this agreement, shall be by voucher as prescribed law.
3. The remuneration for services are not to exceed \$135.00 per hour.
4. Gracie & Harrigan Consulting Foresters, Inc. agrees to review the Mandatory Equal Employment Opportunity Language (N.J.S.A 10-5-31 et seq.) (N.J.A.C. 17:27) attached hereto as 'Exhibit A' to satisfy the State of New Jersey's contracting requirements for the year 2021.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

ATTEST:

TOWNSHIP OF BYRAM

Cynthia Church, Township Clerk

Alexander Rubenstein, Mayor

ATTEST:

Heather J. Gracie, SAF, CF, President

**TOWNSHIP OF BYRAM
RESOLUTION NO. 023 - 2024**

**APPOINTMENT OF DARREN RAYMOND FOR APPRAISAL SERVICES RELATING TO THE STATE
TAX COURT RESIDENTIAL APPEALS**

WHEREAS, the Township of Byram will require professional services in connection with appraisal services relating to the State Tax Court Residential Appeals; and

WHEREAS, the above-mentioned services can be performed adequately and effectively by Darren Raymond not to exceed \$125.00 per hour as outlined in the attached 11/15/2023 proposal; and

WHEREAS, the Local Public Contracts Law (NJSA 40A:11-5 et seq) requires that the resolution authorizing the award for Professional Services without competitive bid and the contract itself must be available for public inspection.

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

1. The Township of Byram hereby authorizes the execution of a professional services agreement with Darren Raymond, SCGREa from January 1, 2024 through December 31, 2024.
2. A notice of this resolution shall be printed once in the official newspaper of the Township of Byram.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing Resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 2nd day of January 2024 by and between:

TOWNSHIP OF BYRAM, a municipal corporation of the State of New Jersey with offices at 10 Mansfield Drive, Stanhope, NJ 07874

and:

DARREN RAYMOND, SCGREA, 6 Commerce Drive, Suite 303, Cranford, New Jersey 07016.

W I T N E S S E T H

WHEREAS, the Township of Byram desires to retain Darren Raymond, SCGRE

WHEREAS, N.J.S.A. 40A:11-1 et seq. requires that all contracts be in writing,

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants herein contained, the parties hereto agree as follows:

1. Darren Raymond, SCGRE

1. Funds are available for this purpose.

3. The remuneration for services is outlined in the attached fee schedule.

4. The payment to be made for said services or otherwise, under this agreement, shall be by voucher as prescribed law.

5. Darren Raymond, SCGRE

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

ATTEST:

TOWNSHIP OF BYRAM

Cynthia Church, Township Clerk

Alexander Rubenstein, Mayor

ATTEST:

Darren Raymond, SCGRE



ASSOCIATED APPRAISAL GROUP

REAL ESTATE APPRAISAL SERVICES

17-17 ROUTE 208 NORTH
SUITE 210
FAIR LAWN, NEW JERSEY 07410

(908) 967-6137 - Telephone
(201) 493-8538 - Facsimile

November 15, 2023

CINDY CHURCH, RMC / CMR

Byram Township
10 Mansfield Drive
Stanhope, New Jersey 07874

Re: Proposal for State Tax Court Appraisal Services

Dear Ms. Church:

At your request, I am pleased to provide our proposal for appraisal services to be rendered to the Township of Byram. With your approval, the Firm shall assist the Municipality by providing an expert witness, Darren Raymond, MAI, SCGREA, at the State Tax Court level. Services include negotiation, preliminary analysis, conferences, preparation of appraisal reports, expert testimony, and preparation of exhibits.

Appraisal reports will be prepared in conformity with the requirements of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. Our reports will consider the sales comparison, cost, and income approaches to value. If an approach is excluded, a discussion of the rationale for that decision will be included.

Our professional fees are as follows:

Consulting services & preliminary analysis:	\$125 per hour
Attendance at conferences, court appearances meetings, depositions, etc.:	\$125 per hour

Preparation of Trial Ready Appraisal Reports:

Class 2 (Residential) Properties:	\$1,000 - \$2,000
Class 4 (Commercial) Properties:	\$3,000 - \$5,000
Class 1 (Vacant Land) & Special Purpose Properties:	Fees to be determined on a case by case basis

If this proposal is acceptable, please inform us in writing. Should you have any questions regarding the above, please call. Thank you for the opportunity to submit this proposal.

Respectfully,

DARREN RAYMOND, MAI, SCGREA
State Certified General Real Estate Appraiser

**TOWSHIP OF BYRAM
RESOLUTION NO. 024 – 2024**

**APPOINTMENT OF SCOTT J. HOLZHAUER FOR APPRAISAL SERVICES
RELATING TO THE STATE TAX COURT COMMERCIAL APPEALS**

WHEREAS, the Township of Byram will require professional services in connection with appraisal services relating to the State Tax Court Appeals; and

WHEREAS, the above-mentioned services can be performed adequately and effectively by Scott J. Holzhauer as outlined in the attached 11/29/2023 proposal at a rate not to exceed \$125.00 per hour; and

WHEREAS, the Local Public Contracts Law (NJSA 40A:11-5 et seq) requires that the resolution authorizing the award for Professional Services without competitive bid and the contract itself must be available for public inspection.

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

1. The Township of Byram hereby authorizes the execution of a professional services agreement from January 1, 2024- December 31, 2024 with Scott J. Holzhauer, CTA, SCGRE.
2. A notice of this resolution shall be printed once in the official newspaper of the Township of Byram.

BYRAM TOWNSHIP COUNCIL

	Councilman Bonker	Councilwoman Franco	Councilman Gallagher	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the Byram Township Council at a meeting held on January 2, 2024 adopted the foregoing resolution.

Cynthia Church, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 2nd day of January 2024 by and between:

TOWNSHIP OF BYRAM, a municipal corporation of the State of New Jersey with offices at 10 Mansfield Drive, Stanhope, NJ 07874

and:

SCOTT J. HOLZHAUER, CTA, SCGREA, P.O. Box 513, Tranquility, NJ 07879.

W I T N E S S E T H

WHEREAS, the Township of Byram desires to retain Scott J. Holzhauer, CTA, SCGREA, and

WHEREAS, N.J.S.A. 40A:11-1 et seq. requires that all contracts be in writing,

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants herein contained, the parties hereto agree as follows:

1. Scott J. Holzhauer, CTA, SCGREA will provide appraisal services for the Township of Byram.
2. The remuneration for services is outlined in the November 29, 2023 fee schedule not to exceed \$125.00 per hour.
3. The payment to be made for said services or otherwise, under this agreement, shall be by voucher as prescribed law.
4. Scott J. Holzhauer, CTA, SCGREA agrees to review the Mandatory Equal Employment Opportunity Language (N.J.S.A 10-5-31 et seq.) (N.J.A.C. 17:27) attached hereto as 'Exhibit A' to satisfy the State of New Jersey's contracting requirements.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

ATTEST:

TOWNSHIP OF BYRAM

Cynthia Church, Township Clerk

Alexander Rubenstein, Mayor

ATTEST:

Scott J. Holzhauer, CTA, SCGREA

SCOTT J. HOLZHAUER, CTA, SCGREAA

REAL ESTATE APPRAISAL & ADVISORY SERVICES

*P.O. Box 513 * TRANQUILITY, NJ 07879*
*PHONE (973) 670-0552 * FAX (973) 529-0207*
SCOTT@SHOLZHAUER.COM

November 29, 2023

Joseph Sabatini
Township Manager
10 Mansfield Dr
Byram, NJ 07874

RE: Professional Services Proposal - Tax Appeal Appraisal Assistance
Municipality: BYRAM TOWNSHIP
Service Period: Jan 1, 2024 to Dec 31, 2024

Dear Joe:

I am submitting the following proposal to perform real estate related services covering 3 primary areas of focus:

- Appraisal and Consulting Services to assist the municipality regarding any outstanding Tax Appeals filed at the County Tax Board and/or Tax Court of New Jersey during the year 2024, and for any outstanding prior cases.
- General Appraisal Assistance for various matters such as auction pricing (minimum bid determination), eminent domain, special assessments, and general acquisition.
- Assessing Services primarily in the capacity as a *CONFLICT ASSESSOR* should such need ever arise.

I have worked in the appraisal field since 1984 and have been in private practice since 1992. I have represented over 32 different municipalities in 6 counties on appeal litigation matters and have a strong working knowledge of property values throughout most of northern New Jersey. I have specifically worked for Byram for over 11 years now and feel that we have established a good and reliable relationship with each other. I look forward to continuing that.

I have also handled numerous eminent domain situations and special assessment projects for many of my municipal clients. I believe a check with any of my former or current clients will reveal that I possess an excellent track record for providing the highest level of expert real estate appraisal services to my clients over the years.

A review of the typical services performed, and the billing for such services, is broken down into two basic categories – Fixed Fee & Hourly Rate. The Hourly Rate can be the option for all matters, but often time with larger projects, or projects that stretch over longer periods of time (such as tax appeals), many clients prefer the Fixed Fee arrangement to allow for better budgeting predictability. The following describes both billing methods and their associated rates:

FEE SCHEDULE A - Fixed Fee (generally for Tax Appeals)

In order to provide for a more predictable cost estimate for services, I have found it much more practical for both parties if the work done on Tax Appeal Defense is determined on a “fixed fee” case by case basis. The fixed fee work is divided into two phases:

1. Preliminary Analysis
2. Narrative Appraisal – with corresponding fee estimates for each phase.

If a case moves from the Preliminary to Narrative phase, all fees incurred for the Preliminary are credited toward the Narrative. Exceptions to that policy occur only in very unusual circumstances that deviate from the projected scope of work and will be presented to the client (you) on an individual basis for approval prior to billing and any further work being done.

Appraisal services under this type of financial arrangement, regardless of the time worked (either more or less than what would occur under an hourly scenario) would be billed as follows for each separately assessed property under appeal (or appraised “Market Unit” based on H&B Use” for multiple properties functioning as a single economic unit where the assessments really represent an “allocation” of the value):

<u>Total Assessment (Equalized)</u>	<u>Prelim Analysis</u>	<u>Narrative Appraisal</u>	<u>Trial Prep/Testimony</u>
Up to \$500K	\$700	\$1,800 (*)	\$125/hour
\$500K - \$1.0M	\$1,000	\$2,200 (*)	\$125/hour
\$1.0M - \$2.0M	\$1,500	\$2,800 (*)	\$125/hour
\$2.0M - \$5.0M	\$1,800	\$3,800 (*)	\$125/hour
Over \$5.0M	\$2,200	\$4,800 (**)	\$125/hour

The fee for Prelim Analysis covers 3 YEARS actively under appeal at the time of resolution. For each additional year resolved, the fee will increase by \$100/yr.

(*) The fee for Narrative Appraisal covers the INITIAL YEAR of the appeal – with an additional fee of \$500/YR for each Tax Year requiring a value determination in the appraisal.

(**) For any large assignment where I don’t feel that the proposed fees above are reasonable, I will provide a separate fee proposal for just those properties that is separate from this annual proposal.

These Fixed Fee prices can be used to establish a credible budget estimate for appraisal services on a “Not to Exceed” basis for each different stage of work when operating under the “hourly” format.

On other larger projects involving the need for an actual appraisal report due to a litigation matter, or for Special Assessments or eminent domain, it would be best to provide a separate Fee Quote on a case-by-case basis as the need for those services arise.

FEE SCHEDULE B - Hourly Rate (generally for Consulting, Litigation & Conflict Assessor)

Additional Appraisal Work beyond what is provided for in the preparation of any narrative report from the Fixed Fee Schedule, along with any meeting, trial prep, providing expert testimony, or separate **Consulting Assignments** and/or duties as a **Conflict Assessor** will be invoiced at a rate of **\$125 PER HOUR**. Billing will be based on 1/10th-hour increments, door to door. Invoices will be submitted monthly with a detailed analysis of the work completed and the time expended on each task.

Regardless of the fee arrangement utilized, the approach to handling the appraisal responsibilities involved with a Tax Court Appeal are generally the same. The typical extent of services and involvement in each matter is outlined as follows:

SCOPE OF THE ASSIGNMENT (generally pertaining to Tax Appeals)

Scott J. Holzhauer, CTA, SCGREA will assist the client in maintaining the fair assessed value of any real estate that is the subject of an appeal at the County Tax Board and/or State Tax Court of New Jersey. This task will be accomplished by performing any combination of the following primary services:

Preliminary Analysis Phase - Limited Scope Analysis & Preliminary Settlement Negotiations

The research and analysis conducted during this phase is designed to assist the Assessor and Municipal Attorney in evaluating the merits of each case. The subject property will be inspected, and all relevant information analyzed. A general market survey will be conducted to investigate any comparable listings, sales and rentals that may be useful in the valuation analysis. The basic conclusions reached in this phase will include a suggested course of action, such as settle, defend, or pursue additional information through the appropriate discovery process. I will communicate with the appropriate municipal representative as to the strength or weakness (exposure) of the contested assessed value. A restricted appraisal analysis will be prepared (as required) to aid in any settlement negotiations. If the case is settled during this phase of our involvement, I will submit a letter of recommendation to the municipality outlining the terms of the settlement and reasoning behind it. Included as part of this phase will be attendance at one settlement conference at the Tax Court or in the subject municipality.

Narrative Appraisal Reports - Summary Format

At the request of the Assessor or Municipal Attorney, Scott J. Holzhauer, CTA, SCGREA will complete a “trial ready” narrative appraisal report. This report is not intended to be a stand-alone document but will need to be supplemented by oral testimony at trial. This appraisal report will be presented as a “Summary Appraisal Report”, consistent with USPAP Standards Rule 2-2(b) and the Jurisdictional Exception enacted by the Tax Court in 1996. It is anticipated that this report will be submitted as evidence at trial. Considering the purpose for which the report will be written, the descriptive data, analysis and conclusions will be limited to the more important salient facts upon which the opinion of value is based. The contents of this report may not address issues pertinent to lenders, insurance companies, or those parties interested in partial interests of the property. The Departure Provision of the Uniform Standards of Professional Appraisal Practice

may be invoked in any given appraisal provided the analysis and contents are not misleading and the client is so informed.

Consulting Assignments

Scott J. Holzhauer, CTA, SCGREA will attend, as needed, any meetings or conferences with the Assessor, Municipal Attorney, taxpayer and/or their representatives in order to assist in any formal or informal settlement negotiations. Consulting assignments will also include, but will not be limited to, research and verification of any appraisal report submitted on behalf of the taxpayer and review of all information obtained during the discovery process.

If the compensation arrangement were based on a fixed figure, then preliminary settlement negotiations prior to authorization of completing a trial ready narrative report would typically be included in the limited scope portion of the assignment.

Expert Testimony

In the event any case is to proceed to trial, Scott J. Holzhauer, CTA, SCGREA will be available to give testimony regarding any conclusions contained in the appraisal report submitted to the Municipal Attorney as prescribed by the rules of the appropriate Court, Board or Commission.

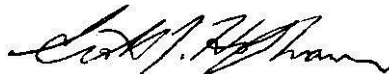
STANDARDS OF PROFESSIONAL PRACTICE

Services provided by Scott J. Holzhauer, CTA, SCGREA will be consistent with the skill and care ordinarily exercised by members of the appraisal profession. Analysis, conclusions, and opinions developed in the appraisal assignments will be prepared in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP).

I would welcome the opportunity to be of assistance to the municipality and the Assessor's Office in any real estate valuation capacity (tax appeals, eminent domain, special assmts, commercial AA's, Conflict Assr, etc.) that may be required. For your convenience, I have attached a recent copy of my resume.

If you should have any questions or comments, please do not hesitate to call. I look forward to the opportunity to work with you. Thanks for your interest in my services.

Sincerely,



Scott J. Holzhauer, CTA, SCGREA
General Appraiser Lic. #RG 01115

**TOWNSHIP OF BYRAM
RESOLUTION NO. 025-2024**

**RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS
ASSOCIATED WITH THE PAYROLL CONTRACT WITH R & L DATA
CENTERS**

WHEREAS, the Township Council and Township Manager have reviewed the Payroll Contract from R & L DATA CENTERS; and

WHEREAS, the Township Council and Township Manager have been satisfied with R & L Data Centers' services and wish to continue said services.

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Byram, County of Sussex, State of New Jersey that the Mayor, Township Manager and Clerk are hereby authorized to execute any and all documents pertaining to the R & L Data Centers.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

AGREEMENT BETWEEN R&L DATACENTERS, INC.

AND

TOWNSHIP OF BYRAM

THIS AGREEMENT, made as of the 1st day of January 2024, by and between

TOWNSHIP OF BYRAM, a municipal corporation of the State of New Jersey, with offices located at 10 Mansfield Drive, in Stanhope, in the County of Sussex, and State of New Jersey, hereinafter referred to as “the Local Unit” or the “Township”,

and

R&L DATACENTERS, INC., a New Jersey Corporation, having as its principal place of business 44 Main Street, P.O. Box 548, Borough of Bloomsbury, County of Hunterdon, State of New Jersey, hereinafter referred to as the “Disbursing Organization” or “R&L”, and both Parties hereinafter collectively referred to as “the Parties”.

RECITALS

A. WHEREAS, the Township requires the provision of specific payroll-related services for the officers and employees of Township of Byram; and

B. WHEREAS, the services previously provided by, or to be provided by, R&L on behalf of Township of Byram, and which are anticipated for the Term of this Agreement are set forth herein; and

C. WHEREAS, the Township explicitly acknowledges that the Township’s governing body has the authority to enter into this Agreement after the governing body’s due deliberation, review and approval of this Agreement, and said acceptance was memorialized by way of the Township’s Resolution Number _____ dated _____; and

D. WHEREAS, Township of Byram further understands that various services, including but not limited to: Automatic Tax Services and Quarterly Automatic Tax Services, eg., Periodic Tax Payments, Responding to tax agency inquiries, Quarterly Preparation of Forms 941, NJ927 (NJ SUI/SDI Report), and PA State Withholding; Direct Deposit Services, eg., the creation of NACHA files, the initiation and transmission of direct deposits, responding to direct deposit inquiries, and all direct deposit-related file maintenance issues; and, electronic check stub deliveries are not services provided by R&L and are not contemplated herein by this Agreement. As such, Township of Byram acknowledges and understands that Township of Byram is required to enter into a third-party contract for the provision of those services that are not explicitly provided by R&L and which are not specifically set forth within this Agreement. Township of Byram agrees that any such agreement between itself and any third-party provider are independent arms-length transactions that neither bind R&L nor alter any provision contained within this Agreement with R&L; and

E. WHEREAS, it is the intent of the Parties and each of them that this Agreement is intended to comply with the requirements as set forth in *N.J.A.C. 5:30-17.1, et seq.*, specifically,

N.J.A.C. 5:30-17.6, which governs contract terms and conditions for contracts between “local units” and a “disbursing organization” as those terms are defined pursuant to N.J.A.C. 5:30-17.2.

NOW, THIS AGREEMENT WITNESSETH:

I. PURPOSE OF AGREEMENT

The purpose and intent of these regulations is to abide by the requirements of N.J.S.A. 52:27D-20.1 and N.J.A.C. 5:30-17.1 *et seq.*, governing electronic disbursement controls for payroll purposes.

II. DEFINITIONS

Pursuant to N.J.A.C. 5:30-17.2, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise:

“Chief financial officer” or “CFO” means the individual statutorily responsible for supervising the accounts and finances of a local unit and shall include any certifying and approval officer appointed pursuant to N.J.S.A. 40A:5-17(a), any individual appointed in accordance with N.J.S.A. 18A:19-4.1, or such individual in similar capacity legally appointed by the governing body of a local unit.

“Contract” means any written agreement entered into by a local unit and a disbursing organization for the purposes authorized in these rules.

“Dedicated cash account” means a demand deposit bank account owned by the local unit and funded solely for use by a disbursing organization in performing its duties and responsibilities in accordance with the contract.

“Disbursement” means any payment of moneys, including any transfer of funds, by any means, to the dedicated cash account established for use by a disbursing organization.

“Governing body” means the board, commission, council or other body having control of the finances of the Local Unit. In those local units in which a chief executive officer is authorized by law to participate in such control through powers of recommendation, approval or veto, the term includes such chief executive officer to the extent of such participation.

“Local unit” means a municipality, county, school district, authority subject to the “Local Authorities Fiscal Control Law,” P.L. 1983, c. 313 (N.J.S.A. 40A:5A-1 *et seq.*), or a school district as defined in N.J.S.A. 18A:18A-2(d) .

“Payment documentation” includes transmittals, remittance forms, tax returns, releases, filings, reports, and tapes supporting the disbursement of funds.

“Payroll” means the object and result of all preparations and calculations for, and the disbursement of salaries and wages, all withholdings therefrom, and additional liabilities related thereto.

“Third-party disbursement service organization or disbursing organization” means an organization engaged either directly or indirectly to perform any of the services indicated in these rules.

“Third-party disbursement service” means such service or services of the type described in these rules. Such service or services may include the processing and disbursing of payroll and payroll agency obligations.

“Transaction” means any activity that, in accordance with sound fiscal practices, affects the general books of entry, ledgers, records, or logs of a local unit.

III. AUTHORIZATION

Township of Byram, Sussex County, pursuant to *N.J.A.C. 5:30-17.4*, has enacted policies for contracting with a disbursing organization to process payroll disbursements on its behalf with such policies being formally authorized by ordinance or resolution of the Township’s governing body, as appropriate for the Township’s form of government, with said policies delineating the specific tasks that may be performed by a disbursing organization.

IV. SCOPE OF SERVICES

R&L Agrees to provide the following Services:

A. Services for Each Pay Period: (All Reports Delivered in PDF)

- Calculation of & delivery of Direct Deposit Vouchers (in PDF Only)
- Payroll Register
- Deposit Report
- Check Register (in site/location order)
- Group Term Life Report
- Wages Paid by Department
- Departmental Expense Summary
- Journal Entry
- Voluntary Deduction Reports
- 457b Report(s)
- Input Sheets for the Next Payroll
- All Necessary File Maintenance
- New Hire Reporting to the State of NJ
- Delivery: Employer Reports and Employee Earnings Statements (PDF Only)

B. Monthly:

- PERS Report
- Police and Fire Report (if applicable)

C. Quarterly:

- Employee Summary
- State Pension Report to Client

D. Fiscal Year End:

- Fiscal Year Wage & Pension Reports (PERS & Police and Fire) [Listing Employee Detail]

E. Year End Preparation and Filing of:

- W-2 Filing
- Employer (PDF) / Employee Copies provided in hard copy
- Year to Date Check Listing
- Insurance Report (upon request)

F. Mag Media Filing of NJ WR30 (base weeks reporting)

G. mypayrollreports.com / Payroll Report Management System:

- Checks / reports archived as PDF
- Accessed through a secure, password protected website
- PDFs available as payroll is completed
- 2 years of reports available and maintained
- 24 Hour Access
 - Used and accessed as provided in mypayrollreports.com Terms and Conditions

H. Employee Personal Pay Stub Delivery

Earnings Statement “Pay Stub” delivered directly to employee email address

- Employer Administered: Employee email addresses and access managed by employer
- Viewable by employee on PC, Tablet or Smartphone
- Limited Online Archive

V. Service Fees

R&L agrees to provide the payroll and related services as set forth herein throughout the Original Term of the Agreement but are, however, subject to change upon renewal of this Agreement, or should the Township require services beyond the Original Term.

1. The per payroll charge for services is fixed and is established upon processing requirements as listed above for the Term of the corresponding Agreement;
2. The per payroll charge is \$322;
3. There are no additional Quarterly charges;
4. If additional payrolls are requested beyond the regularly scheduled payrolls, they will be prepared at a fixed cost of \$322 per payroll;
5. W-2 preparation and filing costs will be \$150 plus \$8.00 per each W-2 prepared; plus applicable delivery fees.
6. 1099 preparation and filing costs will be \$150 plus \$8.00 per each 1099 prepared; plus applicable delivery fees.
7. Programming, or additional requests/reports, which are requested by the Township of Byram and which will be used only by the Township of Byram, which require programming will be performed / prepared at a programming rate of \$150 per hour or any increment thereof, and \$75 for each one-half hour or portion thereof. If required, an estimate of cost will be prepared prior to the commencement of any programming;
8. If training, payroll support, payroll software support is requested by the Township and determined to be necessary by R&L, said training will be charged at \$125 per hour (in 30-minute increments) including travel time. An annual allowance of 2 hours of initial remote support will be provided at no charge; and
9. Any charges received by R&L for miscellaneous or ancillary services as assessed by Third Parties (for example those listed on Schedule B Miscellaneous Fees, Ceridian Tax Service) will be charges considered as “pass-through” to the Township, that is, not charges of R&L to the extent that same fees are not the result of any untimely forwarding of requisite data by R&L DataCenters, Inc. to Ceridian Tax Service or charges to previously forwarded data which are not the direct result of actions of Byram Township.

Any fees charged to the Township by third parties as miscellaneous or ancillary services (for example Schedule B Tax Service Miscellaneous Fees; Ceridian Tax Service), whether directly to the Township or “passed through” R&L will be considered as assessed by third Parties to the Township, agreed to by the Township, obligations of the Township, and not as fees of or by R&L.

VI. Term

The Term of this Agreement is for one year, beginning January 1, 2024 and ending, December 31, 2024 (the Original Term). December 31, 2024 will be considered the initial Termination (Initial Termination) Date of the Agreement.

VII. Termination

This Agreement may be terminated by either party upon the provision of written notice to terminate which shall not be given less than sixty (60) days from the date sought by the early termination notice nor within the final sixty (60) days of the Term.

VIII. Limitation of Liability; Insurance

A. The Local Unit shall be indemnified against any losses incurred as a result of the actions or inactions of the Disbursing Organization with the Disbursing Organization being responsible for the errors and omissions of its employees or agents, particularly where those errors and omissions prevent timely disbursements from being made on behalf of the Local Unit, and shall include penalties, fines, interest, and damages.

Since R&L shall under no circumstances take possession of Local Unit funds as described in *N.J.S.A. 5:30-17.6, paragraph 3, Contract Terms and Conditions*, R&L will have no obligation to maintain insurance to cover losses of the Local Unit that may arise from the result of that possession. Pursuant to the same section of *N.J.S.A.*, it shall be the obligation of the Local Unit to assure that those organizations that are authorized by the Local Unit to take possession of funds, and by separate agreement, are, as required, in sufficient amount to cover such exposure of the Local Unit.

IX. Independent Auditor

Upon reasonable notice, the disbursing organization shall allow an independent auditor compensated by the local unit to examine its internal controls applying SSAE 16 standards, SysTrust™ standards or other standards and procedures mutually agreed upon by the Parties to ensure accurate, complete and timely work product. Upon completion, the independent auditor's report shall be provided to the Local Unit's CFO and governing body, and shall be for internal use only.

X. Event Notification

R&L as the disbursing organization shall immediately notify the Local Unit in the event: 1. R&L detects any irregularity(ies) that may indicate potential fraud, noncompliance with appropriate laws, dishonesty, or gross incompetence on the part of the Local Unit's designated "approval officer"; 2. R&L experiences circumstances that could jeopardize its ability to continue operations or otherwise interrupt services provided to the Local Unit.

XI. Disbursements; Demand for Payment

Pursuant to *N.J.A.C. 5:30-17.6(k)*, the Parties agree that no disbursement shall be made unless the demand for payment meets the requirements of *N.J.S.A. 40A:5-16*.

XII. Complaint Procedure

R&L as the disbursing organization shall have a written complaint procedure in existence and shall consist of, at a minimum, the maintenance of a complaint log which shall be available to the Local Unit for inspection upon reasonable advance notice of said inspection.

XIII. Alternative Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of 60 days, then, upon notice by either Party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

In the event that negotiation is unsuccessful, all claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of New Jersey. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in New Jersey municipal finances and municipal accounting and payroll processes, and shall include a written record of the arbitration hearing.

The Parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

XIV. Service of Process

The Disbursing Organization and the Local Unit agree that service of process is hereby authorized to be accepted at the following addresses within the State of New Jersey:

To R&L DataCenters Inc:

R&L DataCenters, Inc.
44 Main St.
P.O. Box 548
Bloomsbury, New Jersey 08804

To Township of Byram:

10 Mansfield Drive
Stanhope, New Jersey 07874

XV. Notices

A. To be effective, any notice(s) required by this Agreement shall be in writing and served upon either party, and any such notice(s) shall be mailed by certified mail, return receipt requested to addresses as set forth in Section XIV.

B. In accordance with N.J.A.C. 5:30-17.6(g), copies of notices, memoranda, complaints or other correspondence received by the disbursing organization regarding Local Unit accounts shall be forwarded to the Local Unit within forty-eight (48) hours of receipt by the Disbursing Organization.

XVI. Severability

Any determination that any provision of this Agreement or any application of it is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement.

XVII. Governing Law

This Agreement shall be construed at all times in accordance with the laws of the State of New Jersey. The failure of either party at any time to insist upon the strict enforcement of any term herein shall not operate as a waiver of strict enforcement at any other time.

XVIII. Succession

This Agreement shall inure to the benefit of and shall bind the Parties hereto, and their heirs, executors, administrators, personal representatives, successors and assigns.

XIX. Entire Agreement

The Parties, and each of them, intend that the terms of this Agreement shall be the final expression of their Agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of the Agreement's terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

R&L DataCenters, Inc.

By: Kyle Back

Its: Client Services Manager

Township of Byram

By: _____

Its: _____

Schedule A

**TOWNSHIP OF BYRAM
RESOLUTION NO. 026– 2024**

**AUTHORIZING APPOINTMENT OF LINDA L. MAXWELL OF INSURANCE ADMINISTRATOR OF
AMERICA INC. AS THIRD PARTY ADMINISTRATOR FOR MATTERS RELATED TO RETIREE
HEALTH INSURANCE REIMBURSEMENT**

WHEREAS, the Township of Byram, has determined it necessary to employ a third-party administrator for matters related to retiree health insurance reimbursement; and

WHEREAS, the Mayor and Council intend by this resolution to award Linda L. Maxwell of Insurance Administrator of America Inc. a professional services contract for the term of one year for \$2,900.00 per the attached proposal; and

WHEREAS, such award of contract shall be made as a non – fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, Linda L. Maxwell of Insurance Administrator of America Inc. has completed and submitted a Business Entity Disclosure Certification that he will not make any reportable contributions to any political candidate or candidate committee and that the contract will prohibit him from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contract for “Professional Services,” without competitive bids and the contract itself, must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the Township of Byram, County of Sussex and State of New Jersey that it hereby authorizes the Mayor, Township Manager and Clerk to enter into a contract Linda L. Maxwell of Insurance Administrator of America Inc., as described hereinabove.

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification be placed on file with this resolution; and

BE IT FURTHER RESOLVED that this Contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because these services are rendered or performed by a person authorized by law to practice a recognized profession; and

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the official Township Newspaper.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

Byram Township10 Mansfield Drive
Stanhope, NJ 07874**Effective:** Jan-24**TO:** Dec-24**Group Number:** 2019

Administration Fees	Volume	Rate	Monthly Cost	Annual Cost
Consumer Smart Services For Retirees and Dependents	10	\$ 20.00 =	\$ 200.00	\$ 2,400.00

Administration Total			\$ 200.00	\$ 2,400.00
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Annual Fees

Consumer Smart Annual Compliance Fee	\$ 500.00	\$ 500.00
Consumer Smart Per Debit Card Replacement Fee	\$ 3.50	

Total Fixed Cost	=	\$ 200.00	\$ 2,900.00
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Debit Card For Medical and Prescription

The Debit Card will have a cap not to exceed the Medical and Prescription Out of Pocket Maximum
Retirees will be required to provide substantiation
Unused funds belong to the Township

Manual Paper Claims

Paper Claims can be submitted via email, fax, or mail
IAA will process the claims
IAA will send Byram Township a Check Register once a month prior to the Council Meeting
Byram Township will approve the Check Register
Byram Township will notify IAA of the approval
IAA will release the reimbursement checks

IAA will provide Retirees

Member Communication Packet
Enrollment Meeting or Conference Call to review the HRA
Claim Submission Process and Timeline
IAA Claim Adjuster Contact Information
Online Claim Submission Instructions
Web Portal Instructions
Reimbursement Claim Form
Substantiation Claim Form

**Point C Administrative Services
Schedule B
Byram Township**

The Following list of fees shall apply to the implementation and maintenance of the benefit program for the Employee and their dependents covered under the Employee Health Care Benefit Program.

Group Number: 2019

Service	Fee	Frequency
Retiree Reimbursement HRA	\$ 20.00	Per Employee Per Month
Consumer Smart Set-up Fee	\$ 3.50	Initial Card: Maximum Two
	\$ 3.50	Additional Cards
	\$ 3.50	Replacement Cards
Other Services		
Consumer Smart Annual Compliance Fee	\$ 500.00	Annually
Postage (For non-routine mailings)		Billed As Incurred
Banking Fees: Services Upon Request		Vendor Cost For Claim Account
Plan Document Amendments	\$ 150.00	Per Amendment
Custom Reports (Upon Request)	\$ 125.00	Computer Programming Hour
	\$ 75.00	Per Report
Copies	Black and White \$ 0.15	Per Copy
	Color \$ 0.50	
Custom Service Request Rates		
Clerical	\$ 45.00	Per Hour
Mid-level Consultant	\$ 125.00	Per Hour
Senior Consultant	\$ 175.00	Per Hour
Travel Cost		Billed As Incurred

The above Fee Schedule is in effect for 12-months and continues until changed by written agreement of the parties:
This Fee Schedule is effective: January 1, 2024

Christopher Hamner
IAA Representative Date 10/17/23

Byram Township

Date

Space Farms

ZOO

AND

MUSEUM

218 ROUTE 519, BEEMERVILLE, SUSSEX, NEW JERSEY 07461

AREA CODE 973 - 875-5800



December 1, 2023



This contract is between Space Farms and Byram Township for removal of deer carcasses from municipal road right of ways at a fee of \$29.00 per deer payable monthly. This rate is valid January 1, 2024 through December 31, 2024. Space Farms agrees to remove deer carcasses within 24 hours of notification. If either party wishes to terminate this contract they may do so with a 30-day written notice.



Parker Space

Township/Borough
Representative



FRED SPACE

<http://www.spacefarms.com>

PARKER SPACE

**TOWNSHIP OF BYRAM
RESOLUTION NO. 027-2024**

**RESOLUTION FOR REMOVAL OF DEER CARCASS FROM
BYRAM TOWNSHIP MUNICIPAL ROADWAYS**

WHEREAS, the Township of Byram, along with all Counties and all other Municipalities, are responsible for removing the deer carcasses from our roadways; and

WHEREAS, Space Farms Zoo has offered to provide us this service rate not to exceed \$29.00 per deer and will pick up deer on the roadway within 24 hours after notification.

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Byram, County of Sussex, State of New Jersey that the Township Manager be authorized to sign the agreement between the Township and Space Farms Zoo for the removal of deer carcass from the roadways in the Township of Byram.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 028 – 2024**

**RESOLUTION OF THE TOWNSHIP OF BYRAM RATIFYING AND
AUTHORIZING THE AWARD OF A CONTRACT FOR
PROFESSIONAL SERVICES TO FRENCH & PARRELLO ASSOCIATES**

WHEREAS, the Township of Byram will require professional services for engineering and landscape architectural services for recreational improvements to C.O. Johnson Park; and

WHEREAS, the above-mentioned services can be performed adequately and effectively by French & Parrello; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5 permits a contract for professional services to be awarded without the need for competitive bids; and

WHEREAS, N.J.S.A. 40A:11-5 requires that the award of contracts for professional services be publicly advertised; and

WHEREAS, funds are available in the Open Space Trust Fund.

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

1. The Township Manager, Mayor and Township Clerk are hereby authorized and directed to enter into a contract with French & Parrello Associates to provide engineering and landscape architectural services for a period of one (1) year as outlined in the December 13, 2022 proposal fee schedule.

2. This contract is entered into without competitive bidding as a “Professional Service” pursuant to the Local Public Contracts Law as this is a professional service within the meaning of the law.

3. This Contract and Resolution shall be on file and available for public inspection at the office of the Clerk of the Township of Byram.

4. Notice of this award shall be published once in the New Jersey Herald in accordance with the requirements of the Local Public Contracts Law of New Jersey.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 2nd day of January 2024 by and between:

TOWNSHIP OF BYRAM, a municipal corporation of the State of New Jersey with offices at 10 Mansfield Drive, Stanhope, NJ 07874

and:

French & Parrello, 6 Commerce Drive, Suite 303, Cranford, New Jersey 07016.

W I T N E S S E T H

WHEREAS, the Township of Byram desires to retain French & Parrello Associates, and

WHEREAS, N.J.S.A. 40A:11-1 et seq. requires that all contracts be in writing,

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants herein contained, the parties hereto agree as follows:

1. French & Parrello Associates will provide professional services for engineering and landscape architectural services for recreation improvement to CO Johnson Park for the Township of Byram.
2. Funds are available for this purpose.
3. The remuneration for services is outlined in the attached fee schedule.
4. The payment to be made for said services or otherwise, under this agreement, shall be by voucher as prescribed law.
5. French & Parrello, SCGREAA agrees to review the Mandatory Equal Employment Opportunity Language (N.J.S.A 10-5-31 et seq.) (N.J.A.C. 17:27) attached hereto as 'Exhibit A' to satisfy the State of New Jersey's contracting requirements.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

ATTEST:

TOWNSHIP OF BYRAM

Cynthia Church, Township Clerk

Alexander Rubenstein, Mayor

ATTEST:

Denis Keenan



43 Newburgh Road, Suite 100
Hackettstown, New Jersey 07840
T: 908.850.0977
F: 732.312.9801
fpaengineers.com

December 13, 2022

Mr. Joseph Sabatini, Township Manager
Township of Byram
10 Mansfield Dr.
Stanhope, NJ 07874

Re: Proposal for Professional Engineering Services
Engineering Services
Township of Byram, Morris County, New Jersey
FPA No. 16801.PR1

Dear Mr. Sabatini:

French & Parrello Associates (FPA) is pleased to present this proposal for to provide our Engineering Services to the Township of Byram. Please find attached a copy of our statement of qualifications which further demonstrates our capabilities and services. A summary of our scope of work is as follows:

SCOPE OF WORK

1. Engineering Services

FPA will perform the role of Engineer for the Township of Byram. Our services will include items such as engineering design and surveying services for recreational and open space project within the Township. It is anticipated that other engineering projects will be requested of FPA in our role as Engineer. FPA will perform these services within our capacity and capabilities as professional engineers, land surveyors, and licensed professionals. FPA will provide these services in coordination and at the direction of the Township Administrator.

FPA will attend meetings, provide engineering reports, engineering estimates, engineering design, and review projects as requested to advance the interests of the municipality. These services will be provided on an hourly basis in accordance with the attached hourly rate structure. Invoices will be broken up to identify the individual projects performed to define our work effort.

2. Reimbursable Expenses

Client shall pay for reimbursable expenses, including application fees, printing and reproduction courier and express delivery service, bulk/special mailings, facsimile transmissions, specialized equipment and laboratory charges, GPS Survey Equipment usage, other costs of acquiring materials specifically for Client and related charges. The reimbursable expenses will be added to each monthly invoice.



43 Newburgh Road, Suite 100
Hackettstown, New Jersey 07840
T: 908.850.0977
F: 732.312.9801
fpaengineers.com

FEES

Invoices will be billed on a monthly basis in accordance with the attached hourly rate structure.

SPECIFIC CONDITIONS

- A. The general terms and conditions which French & Parrello Associates, P.A. enters into agreements are attached to the rear of this proposal and are hereby made part of this agreement.

CLOSING

If the terms and conditions set forth in this proposal are satisfactory to you, please indicate your agreement by signing and returning this proposal to us. When we have received the acknowledgement copy of this proposal, we will consider that we have made a binding agreement with you on the terms set forth above.

On behalf of French & Parrello Associates., I want to thank you for your attention to this matter, it is greatly appreciated. If you have any questions or require additional information, please let me know.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. Keenan', is written over a horizontal line.

Denis Keenan, P.E.
Vice President/Regional Manager
Denis.Keenan@fpaengineers.com

Accepted By:

Name (Printed):

Alex Rubenstein

Title and Company:

Mayor

Signature:

A handwritten signature in black ink, appearing to read 'Alex Rubenstein', is written over a horizontal line.

Date:

1/3/2023



43 Newburgh Road, Suite 100
Hackettstown, New Jersey 07840
T: 908.850.0977
F: 732.312.9801
fpaengineers.com

2023 Byram Township Hourly Rates

Principal / Director.....	\$140.00
Project Manager	\$140.00
Licensed Site Remediation Professional (LSRP).....	\$137.00
Landscape Architect.....	\$128.00
Project Engineer.....	\$123.00
Project Environmental Scientist.....	\$115.00
Senior Engineer.....	\$128.00
Project Surveyor.....	\$128.00
GIS Manager.	\$120.00
CADD Drafter.....	\$80.00
Senior CADD Designer	\$115.00
CADD Designer.....	\$95.00
Resident Engineer	\$105.00
Inspector.....	\$75.00
Supervising Technician.....	\$78.00
Party Chief	\$95.00
Principal Technician	\$90.00
Senior CADD Drafter	\$90.00
Staff Engineer	\$95.00
Technician.....	\$70.00
Planner	\$120.00
Instrument Person	\$70.00
Technical Assistant	\$63.00



2023 Miscellaneous Reimbursable Expenses

Miscellaneous Office Services

Mileage (Employee Travel Time will be Invoiced at the Individuals Hourly Rate, Door-To-Door)	\$0.625 / mile
Certified Mailing/Return Receipt	\$6.80 + postage / piece
Express Delivery Service (Federal Express, etc.)	Calculations per weight / piece
USPS Package Mailing (Plans/Reports)	Postage + 15% / piece

Plotting and Graphic Services

Bond	\$0.20 / sf
Vellum	\$0.35 / sf
Color	\$0.75 / sf
Mylar	\$0.70 / sf
Presentation Board -24" x 36"	\$10.00 / board
Presentation Board -30" x 42"	\$20.00 / board
CD or DVD	\$1.00 / Disk



GENERAL CONDITIONS OF SERVICES

Client: Mr. Joseph Sabatini, Township Manager

Project Name: Township of Byram

Project Number: 16801.PR1

Date: December 13, 2022

A. SCOPE OF SERVICES

The services to be provided by French & Parrello Associates, PA (FPA) have been set forth in the Proposal/Scope of Services and shall remain valid for a period of 90 days from the date of the Proposal, after which FPA may elect to withdraw or renegotiate this Proposal. All services not specifically identified are excluded from FPA's scope and will only be performed in accordance with a written amendment to the agreement outlining the exact services and the associated fees.

B. FEE

The total fee, except stated lump sum shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

C. BILLINGS/PAYMENTS

Invoices will be submitted monthly for services and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and FPA may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of service. Retainers shall be credited on the final invoice. A monthly service charge of 1.5% of the unpaid balance will be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 75 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. FPA reserves the right to stop work until invoices that are more than 75 days in arrears are paid in full. You agree that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of FPA.

D. STANDARD OF CARE

Services performed by FPA under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty, guarantee, or fiduciary responsibility is included or intended in this agreement, or in any report, opinion, document or otherwise. Unless otherwise specified in this proposal, the services performed by FPA will not include an independent analysis of work conducted, or information provided, by independent laboratories or other independent contractors retained by FPA.

E. HIDDEN CONDITIONS

When advised by FPA, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the client. Where investigation is NOT authorized, FPA shall not be responsible for the condition of the existing structure (except where verification can be made by simple visual observation).

F. INFERRED CONDITIONS

The Client understands that actual subsurface conditions may vary from those which are encountered at the locations of borings, test pits or other such subsurface explorations. FPA will base interpretations and recommendations upon conditions inferred from the conditions encountered. Client recognizes that any future determination of conditions different than those which were encountered at the sampling locations may significantly impact the interpretation and recommendations provided by FPA. Any such variation of conditions should be brought to the prompt attention of FPA to assess the impact of the variations on the previously provided interpretations and recommendations. FPA will take no responsibility for any interpretation or recommendation others may make based upon subsurface data provided by FPA.

G. STANDARDS AND CODES

If the work under the contract is to be performed in accordance with, or where the deliverables and instruments of service resulting from our work will be reviewed against codes, standards and regulations, the edition or revision of said codes, standards and regulations in effect as of the date of this agreement will apply. Any revisions to documents or other additional work caused by the application of a more recent code, standard or regulation shall be considered a Changed Condition under this agreement. In addition, any revisions or additional work required by regulatory agencies which are not explicitly outlined in applicable codes, standards or regulations will also be considered a changed condition under this agreement.

H. RIGHT OF ENTRY

The client shall provide for right of entry for all FPA personnel and equipment necessary to perform the intended scope of services. The client understands that while FPA will take reasonable precaution to minimize any damage to the property, some damage may occur in the normal course of work, the correction of which is not part of this agreement.

I. UTILITIES

FPA will take reasonable precautions to avoid damage or injury to any visible subsurface utilities or structures. FPA shall not be held responsible for damage to any underground utility or structure which has not been properly marked out by the respective owner of said utility or structure prior to the commencement of our work. If location of underground utilities is included under the Scope of Services, those locations will be based upon visible identification marks left by the respective utility companies or upon locations that can be visually identified from the ground surface. Unless other contractual agreements are made, this proposal does not include opening or entering manholes, inlets, trenches, or other utility access ways for the purpose of measuring, identifying, or locating said utilities.

J. CHANGED CONDITIONS

If FPA discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), FPA will notify Client in writing of the Changed Conditions. Client and FPA agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If FPA and Client cannot agree upon amended terms and conditions within 30 days after notice, FPA may terminate this Agreement and be compensated as set forth in Section Q, "Termination."



K. DISCOVERY OF UNANTICIPATED POLLUTANT RISKS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Unless FPA's Scope of Services specifically includes Environmental Services, FPA will not be responsible for the identification, delineation, evaluation, treatment or removal of any hazardous substance. Should such substance be encountered FPA will take action to protect the health and welfare of their personnel, and will notify the client for direction. The conditions of this section are superseded to the extent that the Scope of Services specifically includes the identification, delineation, evaluation and treatment of hazardous materials.

L. CERTIFICATIONS

Client agrees not to require that FPA execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) FPA believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) FPA believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) FPA has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by FPA is limited to an expression of professional opinion based upon the Services performed by FPA, and does not constitute a warranty or guaranty, either expressed or implied.

M. RISK ALLOCATION

Client agrees that, to the fullest extent permitted by law, FPA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of FPA's fee (whichever is greater).

N. INDEMNIFICATION

The Client shall indemnify and hold harmless FPA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of FPA, to the extent that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except FPA, or anyone for whose acts any of them may be liable).

O. NO SPECIAL OR CONSEQUENTIAL DAMAGES

Client and FPA agree that to the fullest extent permitted by law FPA shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by FPA's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

P. OWNERSHIP OF DOCUMENTS

Client may use the documents for the project or purposes contemplated by this agreement. Client may not reuse the documents, nor any of FPA's concepts or approaches in the Proposal to client, for any extension of the project or other project without FPA's prior written consent. Any unauthorized reuse or extension of FPA's work is at Client's sole risk and without liability to FPA, and Client will indemnify, defend, and hold FPA harmless from all claims or damages arising from any unauthorized reuse or extension of FPA's work. All documents related to a project will be destroyed in accordance with FPA Document Retention Guidelines in effect at that time.

Q. TERMINATION

This Agreement may be terminated for convenience by either party by thirty (30) days written notice or in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party by ten (10) days written notice. If this Agreement is terminated, it is agreed that FPA shall be paid the total charges for labor performed to the termination notice date, plus reimbursable charges.

R. DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between FPA and Client arising out of or in any way related to this Agreement, except for those related to Billing/Payments, will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) Client assents to personal jurisdiction in the state of FPA's principal place of business; (b) The claim will be brought and tried in judicial jurisdiction of the court of the county where FPA's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and (c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

S. SAFETY

FPA is not responsible for the implementation, discharge, or monitoring of any construction safety standards or practices, including demolition. These items are explicitly excluded from our scope.

T. SAMPLES AND WELLS

If FPA provides laboratory testing or analytic Services, FPA will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances. Client will take custody of all monitoring wells and probes installed during any investigation by FPA, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

U. BIOLOGICAL POLLUTANTS

FPA's scope of work does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that FPA will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, Client will defend, indemnify, and hold harmless FPA from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by FPA's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

V. ENTIRE AGREEMENT

The Proposal/Scope of Services and these General Conditions constitute the entire agreement between Client and FPA. If a Purchase Order (PO) or similar document is used in conjunction with this Agreement, it shall be for the sole purpose of defining quantities and fees to be provided hereunder, and to this extent only are incorporated as a part of this Agreement. Any preprinted terms and conditions included in such PO or similar documents shall not be incorporated and such PO or similar documents shall not be otherwise construed to modify, amend, or alter the terms of this Agreement.

**TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY
RESOLUTION NO. 029- 2024**

**AWARD OF A PROFESSIONAL SERVICES CONTRACT TO STEVEN
WEINBERG OF COMMUNITY ACTION SERVICES
TO ADMINISTER BYRAM TOWNSHIP’S HOUSING REHABILITATION
PROGRAM**

WHEREAS, it is necessary for the Township of Byram to retain the services of an Affordable Housing Rehabilitation Program Consultant for the Township’s Housing Rehabilitation Program in accordance with the rules of the New Jersey Council on Affordable Housing (COAH); and

WHEREAS, the Mayor, Council and Township Manager believe it is in the best interest of the Township to appoint Steven Weinberg of Community Action Services as our Housing Rehabilitation Administrator and approve the attached Agreement to carry out the program management services.

WHEREAS, such award of contract shall be made as a non – fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services may exceed \$17,500; and

WHEREAS, Steven Weinberg of Community Action Services has completed and submitted a Business Entity Disclosure Certification that he will not make any reportable contributions to any political candidate or candidate committee and that the contract will prohibit him from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contract for “Professional Services,” without competitive bids and the contract itself, must be available for public inspection.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the Township of Byram that Steven Weinberg of Community Action Services is hereby appointed as Byram’s Housing Rehabilitation Administrator.

BE IT FURTHER RESOLVED, that a notice of contract award stating the nature, duration, and services provided be published in accordance with NJSA40A:11-5(1).

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement made this ____ day of _____, 2023, by and between the Township of Byram (hereinafter called "the Township"), a municipal corporation of the State of New Jersey, and Steven J. Weinberg, d/b/a Community Action Services (hereinafter called "the Contractor"), having a place of business at P. O. Box 6025, East Brunswick, NJ 08816.

WHEREAS, the Township of Byram requires the Administrative Agent services of an Affordable Housing Rehabilitation Program Consultant in accordance with a request for a proposal by the Township for that purpose; and

WHEREAS, the Contractor submitted its proposal and was awarded this contract; and

WHEREAS, the Township Council approved of this contract for the provision of said services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. **Term**. The term of this Agreement shall begin on _____, 2023, and continue until completion of the project or until the Mayor determines that the Contractor's services are no longer required, whichever occurs first.
2. **Scope of Services**. The Contractor shall perform to the Township's satisfaction all services as required by the Township during the term of this Agreement as authorized and specifically in accordance with the Proposal submitted by the Contractor for the above-mentioned services.
3. **Compensation**. The Mayor has negotiated a contract with the contractor in an amount of \$3,300 per rehabilitation unit completed, and \$400 per completed application for subordination or discharge of program mortgages of program participants submitted for Township consideration. The contractor will not charge the Township any other fees or expense reimbursements for the work to be done.
4. **Affirmative Action**
 - A. Required Evidence. This Agreement shall not become effective, regardless of when executed, until the Contractor provides the Township with one of the following:
 - (1) Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program;

(2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or

(3) An employee information report (Form AA302) provided by the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contract

- B. Certification of Contractor. If the Contractor is submitting an employee information report pursuant to subsection A(3) of this paragraph, then the Contractor, by executing this Agreement, certifies and agrees as follows in accordance with N.J.A.C. 17:27-4.3(a)3:

"The Contractor certifies that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report."

- C. Mandatory Affirmative Action Language. Unless the Contractor has submitted appropriate evidence to the Township of an existing Federally approved or sanctioned affirmative action program pursuant to A(1) of this paragraph, the mandatory affirmative action language set forth in Addendum A to this Agreement is incorporated herein. By executing this Agreement, the Contractor agrees to comply with the terms and conditions set forth in Addendum A.

- D. Affidavit. The Contractor agrees to execute the Affirmative Action Affidavit attached to this Agreement as Addendum B.

- E. Subcontractor. The Contractor shall not enter into a subcontract with a subcontractor, who has five or more employees, unless:

- (1) Permitted by this Agreement;
- (2) The subcontractor has submitted to the Contractor one of the three documents required of the Contractor pursuant to subsection A of this paragraph; and
- (3) The Contractor's contract with the subcontractor includes, where applicable, the certification required by subsection B of this paragraph; the mandatory affirmative action language required by subsection C of this paragraph and the affidavit required by subsection D of this paragraph.

5. **Limitation on Political Contributions.** The Contractor acknowledges that the terms of Ordinances _____ and _____ limiting political contributions have been complied with, and that the Contractor has a continuing duty to report any violation of such ordinances. Additionally, the Contractor hereby affirms that no contributions in violation of the ordinances have been made. The Contractor shall complete and execute the sworn statement of compliance with Byram Township Government Contracting Regulations Pertaining to Political contributions attached hereto as Addendum C. Any violation of Ordinance _____ and _____ shall constitute a breach of this Agreement.

6. **Insurance.** The Contractor shall be covered by professional liability insurance in an amount acceptable to the Township.

7. **Termination.** The Township may terminate this Agreement without cause upon sixty (60) days written notice. In the event of termination, the Township's sole obligation to the Contractor shall be payment for all services performed up to the date of their receipt of notice thereof, and for such additional services as the Township may specifically request him or her to undertake in order to complete any work in progress. The rate of compensation for all such services shall be that stated in Paragraph 3 herein.

8. **Indemnification.** The Contractor agrees to indemnify and hold the Township, its officials, employees and agents, harmless from any and all liability of expense, including costs of defense, resulting from any claim, action or lawsuit related to the provision of services by the Contractor under this Agreement provided that such action results from the negligence of the Contractor, or any of its agents, and/or from circumstances where the Contractor, or any of its agents, acted outside of the scope of their duties or contrary to law.

9. **Assignment.** This Agreement may not be assigned by either party.

10. **Responsibilities.** The Contractor shall perform his or her responsibilities in a good, professional and workmanlike manner in conformity with the responsibilities, demand and ethics of his or her profession and in accordance with the requirements of the Township and the Contractor's proposal submitted in response thereto.

11. **Work Product.** All work product, including internal memoranda, reports, maps, plans and final product, shall become the property of the Township and shall be surrendered to the Township or its designee upon termination of this Agreement.

12. **Modification.** No change, modification, waiver or discharge of any or all of the terms and provisions of this Agreement shall be effective unless made in writing and executed by both of the parties hereto.

13. **Paragraph Headings**. Paragraph headings shall not be of any force or affect whatsoever in the interpretation of this Agreement and shall be deemed inserted and used solely for the convenience of the parties.

14. **Business Registration Certification Compliance**. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

15. **Fair and Open Process**. This contract has been awarded by the Township to the Contractor consistent with the requirements of N.J.S.A. 19:44A-20.4 et. seq.

IN WITNESS WHEREOF, the Township has caused these presents to be executed by its duly authorized representatives, and the Contractor has set his or her hand and seal hereunder on the day and year first above written.

ATTEST:

TOWNSHIP OF BYRAM

Cindy Church, Municipal Clerk

Alexander Rubenstein, Mayor

WITNESS

COMMUNITY ACTION SERVICES

Steven J. Weinberg



Community Action Services

Think Globally...
Act Locally...

Community and Economic Development Consultants

Steven J. Weinberg, AICP
Director

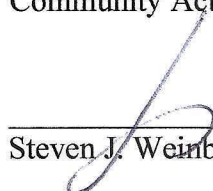
October 11, 2023

Mr. Joseph Sabatini, Township Manager
Byram Township
10 Mansfield Dr.
Stanhope NJ 07874

Mr. Sabatini,

Please find below the proposed rates for services to be performed during the upcoming contract renewal period by Community Action Services as administrator of the Byram Housing Rehabilitation Program. There has been no change from the current year's fee schedule.

Sincerely,
Community Action Services



Steven J. Weinberg, Director

Proposed Fees for 2023-24

Byram Township Housing Rehabilitation Program Administration

Compensation.

\$3,300 - per rehabilitation unit completed

\$400 - per completed application for subordination or discharge of program mortgages of program participants submitted for Township consideration

The contractor will not charge the Township any other fees or expense reimbursements for the work to be done.



**TOWNSHIP OF BYRAM
RESOLUTION NO. 030 – 2024**

**RESOLUTION REAPPOINTING & ACHIEVING TENURE STATUS OF CYNTHIA M.
CHURCH AS MUNICIPAL CLERK & REGISTRAR**

WHEREAS, Cynthia M. Church was appointed, pursuant to the law, by the governing body of the Township of Byram to the position of Municipal Clerk and Registrar for the Township of Byram effective January 1, 2021, and thereafter served her first three (3) year statutory term pursuant to N.J.S.A. 40A:9-133; and

WHEREAS, The Township Council of the Township of Byram wished to reappoint Cynthia M. Church as Municipal Clerk and Registrar effective January 1, 2024, pursuant to N.J.S.A. 40A:9-133.7; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey hereby authorizes the reappointment and tenure status of Cynthia M. Church as Municipal Clerk and Registrar effective January 1, 2024 and confirms that Cynthia M. Church shall server in office pursuant to the terms established by N.J.S.A. 40A:9-133 with all of the rights and obligations established by N.J.S.A. 40A:9-134

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

STATEWIDE INSURANCE FUND

RESOLUTION TO JOIN (RENEW) THE FUND

RESOLUTION NO. 031-2023

WHEREAS, a number of local units have joined together to form the Statewide Insurance Fund (“FUND”), a joint insurance fund, as permitted by N.J.S.A. 40A:10-36, *et seq.*; and

WHEREAS, **BYRAM TOWNSHIP** (“LOCAL UNIT”) has complied with relevant law with regard to the acquisition of insurance; and

WHEREAS, the statutes and regulations governing the creation and operation of joint insurance funds contain elaborate restrictions and safeguards concerning the safe and efficient administration of such funds; and

WHEREAS, the LOCAL UNIT has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

WHEREAS the LOCAL UNIT agrees to be a member of the FUND for a period of three (3) years, effective from **January 1, 2024** terminating on **January 1, 2027** at 12:01 a.m. standard time; and

WHEREAS, the LOCAL UNIT has never defaulted on claims, if self-insured, and has not been canceled for non-payment of insurance premiums for two (2) years prior to the date of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the LOCAL UNIT does hereby agree to join the Statewide Insurance Fund; and

BE IT FURTHER RESOLVED that to the extent required by law, the Local Unit shall provide notice of the Indemnity and Trust Agreement to the Office of the State Comptroller; and

BE IT FURTHER RESOLVED that the LOCAL UNIT’s Fund Commissioner is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying the membership in the FUND as required by the FUND’s Bylaws and to deliver same to the Administrator of the FUND with the express reservation that said documents shall become effective only upon the LOCAL UNIT’s admissions to the FUND following approval of the FUND by the New Jersey Department of Banking and Insurance.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

STATEWIDE INSURANCE FUND
INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT made this 1st day of JANUARY 2024, in the County of Morris, State of New Jersey, by and between the Statewide Insurance Fund (hereinafter "FUND"), and BYRAM TOWNSHIP in the County of SUSSEX a duly constituted local unit of government (hereinafter "LOCAL UNIT");

WHEREAS, two or more local units have collectively formed a joint insurance fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the LOCAL UNIT has agreed to become a member of the FUND in accordance with and to the extent provided for in the Bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND; and

WHEREAS, the LOCAL UNIT has complied with relevant law with regard to the acquisition of insurance;

NOW, THEREFORE, it is agreed as follows:

1. The LOCAL UNIT, upon entering the FUND, agrees to be bound by and to accept and comply with each and every provision of the FUND's Bylaws, Risk Management Program, as it applies to the LOCAL UNIT and the applicable statutes and administrative regulations pertaining to joint insurance funds.
2. The LOCAL UNIT agrees to participate in the FUND with respect to the coverage listed in the LOCAL UNIT's "Resolution to Join" in accordance with the FUND's Bylaws and Risk Management Program.
3. The LOCAL UNIT agrees to become a member of the FUND until **January 1, 2027, at 12:01 a. m.** eastern standard time. The commencement date shall be the effective date as established by the FUND's Bylaws and policies.
4. The LOCAL UNIT certifies that it has not been canceled for non-payment of insurance premiums for a period of at least two (2) years prior to the date hereof, or, if self-insured, that it has never defaulted on any claims.
5. In consideration of membership in the FUND, the LOCAL UNIT agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND in accordance with statute and regulation, and by execution hereof the full faith and credit of the LOCAL UNIT is pledged to the punctual payment of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable statute or regulation.
6. If the FUND, in the enforcement of any part of this Agreement, shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the LOCAL UNIT agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.
7. The LOCAL UNIT and the FUND agree that the FUND shall hold in trust all monies paid by the LOCAL UNIT to the FUND and those monies will be used in accordance with all applicable statutes, the FUND's Bylaws and the Risk Management Program.
8. If required by the Commissioner of Insurance or applicable statutes or regulations, the FUND shall establish separate trust fund accounts in accordance with N.J.S.A. 40A:10-36,

STATEWIDE INSURANCE FUND

RESOLUTION TO JOIN (RENEW) THE FUND

RESOLUTION NO. 031-2024

WHEREAS, a number of local units have joined together to form the Statewide Insurance Fund (“FUND”), a joint insurance fund, as permitted by N.J.S.A. 40A:10-36, *et seq.*; and

WHEREAS, **BYRAM TOWNSHIP** (“LOCAL UNIT”) has complied with relevant law with regard to the acquisition of insurance; and

WHEREAS, the statutes and regulations governing the creation and operation of joint insurance funds contain elaborate restrictions and safeguards concerning the safe and efficient administration of such funds; and

WHEREAS, the LOCAL UNIT has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

WHEREAS the LOCAL UNIT agrees to be a member of the FUND for a period of three (3) years, effective from **January 1, 2024** terminating on **January 1, 2027** at 12:01 a.m. standard time; and

WHEREAS, the LOCAL UNIT has never defaulted on claims, if self-insured, and has not been canceled for non-payment of insurance premiums for two (2) years prior to the date of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the LOCAL UNIT does hereby agree to join the Statewide Insurance Fund; and

BE IT FURTHER RESOLVED that to the extent required by law, the Local Unit shall provide notice of the Indemnity and Trust Agreement to the Office of the State Comptroller; and

BE IT FURTHER RESOLVED that the LOCAL UNIT’s Fund Commissioner is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying the membership in the FUND as required by the FUND’s Bylaws and to deliver same to the Administrator of the FUND with the express reservation that said documents shall become effective only upon the LOCAL UNIT’s admissions to the FUND following approval of the FUND by the New Jersey Department of Banking and Insurance.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

TOWNSHIP OF BYRAM

RESOLUTION NO. 032 – 2024

**RESOLUTION AUTHORIZING THE RENEWAL OF LIQUOR LICENSE
TO ADAM TODD INC VALID FROM 7/1/2023 THROUGH 6/30/2024**

BE IT RESOLVED by the Mayor and Township Council, Township of Byram, Sussex County New Jersey, that the renewal of a Plenary Retail Consumption License be issued to Adam Todd Inc., trading as Adam Todd Inn, located at 263 Route 206, Andover New Jersey 07821. The same license being No. 1904-33-001-005. Said license shall be valid from July 1, 2023 through June 30, 2024.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 033-2024
ESTABLISHING SALARIES FOR NON-UNION EMPLOYEES FOR
CALENDAR YEAR 2024**

WHEREAS, the Township of Byram adopted Ordinance #010-2021 on December 21, 2021 establishing the salary range for administrative and hourly positions; and

WHEREAS, The Township of Byram adopted Ordinance #013-2013 on July 18, 2023 amending the salary range for administrative and hourly positions; and

WHEREAS, it is necessary to establish the specific salary for specific positions; and

WHEREAS, this resolution shall be effective on January 1, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey, that the following salaries be established:

<u>Title</u>	<u>Employee</u>	<u>2024 Salary</u>
Municipal Manager	Joseph Sabatini	\$135,045.46
Deputy Municipal Manager	Philip Crosson, Jr.	90,202.68
Chief of Police	Kenneth Burke	172,234.29
Township Clerk/Registrar	Cynthia Church	77,468.18
Chief Financial Officer/Deputy Tax Collector	Ashleigh Frueholz	130,081.59
Municipal Tax Collector	Michele McElroy	62,424.00
Tax Assessor	Penny Holenstein	68,453.44
Public Works Superintendent	Michael Orgera	111,307.63
Zoning Officer	Nicholas Cutrone	64,504.80
Land Use Technical Assistant	Caitlin Phillips	57,120.00
Recreation Director	Deborah Armeno	69,870.00
Construction Official/Building Subcode Official	Peter Karcher	100,814.76
Plumbing Subcode Official	Vincent Franchino	45.90/Hour
Plumbing Inspector	Eric Greenemeier	45.90/Hour
Electrical Subcode Official	Glenn Kovach	48.71/Hour
Fire Subcode Official	Joseph Serrecchia	46.82/Hour
Sanitary Sewer License Operator	Michael Orgera	12,484.80
Senior Transportation Driver	Scott Caton	21.23/Hour

BYRAM TOWNSHIP COUNCIL

COUNCIL MEMBER	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, Township Clerk

PROCLAMATION

TOWNSHIP OF BYRAM SUSSEX COUNTY, NEW JERSEY RADON ACTION MONTH

WHEREAS, radon is a naturally occurring radioactive gas that is the second leading cause of lung cancer; and

WHEREAS, prolonged exposure to radon can kill as many as 500 people in New Jersey each year; and

WHEREAS, families who reside in homes with elevated radon levels are at risk of developing serious health problems; and

WHEREAS, any home could have high levels, even when neighboring homes do not; and

WHEREAS, radon testing can be done with great ease at a relatively low expense to the homeowner, with the cost of reducing radon concentrations being comparable to a home repair; and

WHEREAS, the New Jersey Department of Environmental Protection and the United States Environmental Protection Agency are collaborating during the month of January to promote the need for radon testing in an effort to protect the lives of our State's residents; and

NOW, THEREFORE, BE IT RESOLVED that the Byram Township Mayor and Council do hereby proclaim the month of January 2024 as

RADON ACTION MONTH

in the Township of Byram and call upon all residents who have not yet tested to test their homes for radon and to reduce radon levels if elevated levels are found, to protect their families from the serious health risk of radon.

BYRAM TOWNSHIP COUNCIL

Alexander Rubenstein, Mayor

ATTEST:

I certify that the foregoing proclamation was adopted by the Byram Township Council at a meeting held on January 2, 2024.

Cynthia Church, Township Clerk

List of Bills - (All Funds)

Meeting Date: 01/02/2024 For bills from 12/16/2023 to 12/28/2023

Vendor	Description	Payment	Check Total
Claims Account			
2435 - AGRA ENVIRONMENTAL & LAB	PO 26335 2023 Blanket For Water Testing	91.00	91.00
40 - ALLIED OIL, LLC	PO 26967 2ND-4TH QUARTER 2023 BLANKET PURCHASE OR	12,040.58	12,040.58
106 - ATLANTIC COMMUNICATIONS, INC	PO 27735 FD - OUTFITTING OF 2023 TAHOE - ESTIMATE	13,798.50	
	PO 27736 FD - OUTFITTING OF 2023 TAHOE - ESTIMATE	2,673.50	16,472.00
149 - BLUE DIAMOND DISPOSAL, INC.	PO 26899 2ND-4TH QUARTER 2023 BLANKET PURCHASE OR	55,750.00	55,750.00
3807 - CARDIO PARTNERS, INC.	PO 27933 POLICE - MEDICAL SUPPLIES - QUOTE #Q1045	379.04	379.04
398 - DIV. OF CRIMINAL JUSTICE ACADEMY	PO 27984 POLICE - ARSON TRAINING CLASS	950.00	950.00
1030 - DIVAL SAFETY EQUIPMENT, INC.	PO 28018 FIRE DEPT - NEW OFFICERS - QUOTE DATE: 1	899.30	899.30
448 - EDMUNDS GOVTECH, INC.	PO 27195 MUNICIPAL TAX SOFTWARE CONVERSION - APPR	1,175.00	1,175.00
3819 - EDWARDS, JAMES W. JR.	PO 28082 Refund - 100% Disabled Veteran - Block 3	2,385.98	2,385.98
3700 - FRED BEANS FORD OF WASHINGTON	PO 26328 2023 Blanket For Parts and Repair	754.71	754.71
3783 - GREEN VALLEY GROUP, INC.	PO 27521 OPEN SPACE - CO JOHNSON BASKETBALL COURT	43,238.78	43,238.78
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 28066 ESCROW - AUGUST 2023 SERVICES - BRIZZOLA	433.00	
	PO 28067 ESCROW - SEPTEMBER 2023 SERVICES - KYOSI	207.00	
	PO 28068 ESCROW - SEPTEMBER 2023 SERVICES - VEOLI	75.00	715.00
751 - JCP&L	PO 28078 MONTHLY SERVICE	368.36	368.36
751 - JCP&L	PO 28079 MONTHLY SERVICE	1,797.90	1,797.90
751 - JCP&L	PO 28084 MONTHLY SERVICE	70.16	70.16
751 - JCP&L	PO 28085 MONTHLY SERVICE	48.03	48.03
751 - JCP&L	PO 28086 MONTHLY SERVICE	118.60	118.60
3412 - KONICA MINOLTA PREMIER FINANCE	PO 26390 2023 BLANKET PURCHASE ORDER - UCC COPY M	48.65	48.65
3412 - KONICA MINOLTA PREMIER FINANCE	PO 26890 2ND-4TH QUARTER 2023 BLANKET PURCHASE OR	130.19	130.19
3412 - KONICA MINOLTA PREMIER FINANCE	PO 26892 2ND-4TH QUARTER 2023 BLANKET PURCHASE OR	111.70	111.70
3699 - MARAZITI FALCON, LLP	PO 28065 ESCROW - SEPTEMBER 2023 SERVICES - BYRAM	122.50	
	PO 28071 ESCROW - NOVEMBER 2023 SERVICES - MOSAIC	70.00	
	PO 28072 ESCROW - NOVEMBER 2023 SERVICES - BAGLEY	17.50	
	PO 28073 ESCROW - NOVEMBER 2023 SERVICES - WEBER	87.50	
	PO 28074 ESCROW - NOVEMBER 2023 SERVICES - VENTUR	52.50	
	PO 28075 ESCROW - NOVEMBER 2023 SERVICES - PRINCE	52.50	402.50
3778 - MID ATLANTIC PESTICIDE RECERTIFICATION C	PO 27452 CEU Courses - Matt Pinkerton	430.00	430.00
2875 - MORTON SALT, INC.	PO 27699 2023 BLANKET PURCHASE ORDER - ROCK SALT	10,412.31	10,412.31
2625 - NAPA AUTO PARTS	PO 26327 2023 Blanket For Supplies	239.43	239.43
1191 - NJ STATE DEPT OF HEALTH	PO 28058 November 2023 Dog License Fees Due to St	25.80	25.80
1775 - PENTELDATA	PO 26398 2023 BLANKET PURCHASE ORDER - BROADBAND	321.89	321.89
1315 - PITNEY BOWES, INC.	PO 27248 2023 Service Level Agreement - Postage M	251.52	251.52
1327 - POWERCO, INC.	PO 28016 LOADER REPAIR PART	468.00	468.00
3041 - PRIMEPOINT, LLC	PO 26991 2ND-4TH QUARTER 2023 BLANKET PURCHASE OR	229.50	229.50
1331 - PRINCETON HYDRO, LLC	PO 25703 HIGHLANDS GRANT - LAKE MANAGEMENT PLANNI	235.00	235.00
1362 - R & R RADAR, INC	PO 27891 POLICE - ANTENNA CABLE - ESTIMATE #6293	180.00	180.00
3820 - SCHULTZ, TYLER F.	PO 28083 Refund - 100% Disabled Veteran - Block 3	1,844.03	1,844.03
1468 - SCMUA	PO 26334 2023 Blanket For Bulky Waste Disposal	96.25	
	PO 26900 APR - DECEMBER 2023 BLANKET PURCHASE ORD	12,245.08	
	PO 26992 2023 Blanket For Leaf and Brush Recyclin	457.20	12,798.53
1483 - SERVICE TIRE TRUCK CENTER, INC.	PO 26330 2023 Blanket For Tires and Tire Repair	4,329.72	4,329.72
3042 - SITEONE LANDSCAPE SUPPLY, LLC	PO 28014 PARTS FOR PERMAGREEN REPAIR	187.77	187.77
1822 - SPARTA, TOWNSHIP OF	PO 26888 2ND-4TH QUARTER 2023 BLANKET PURCHASE OR	525.00	525.00
1527 - SPECTRUM COMMUNICATIONS	PO 27819 MOUNT FOR RADIO MIC	34.95	34.95
1851 - TROPICANA HOTEL	PO 27680 NJSLOM CONVENTION LODGING - REF ID #1437	256.00	256.00
3601 - UNITED SITE SERVICES	PO 26767 2023 Blanket - Portable Restroom Rentals	424.39	424.39
1884 - VERIZON	PO 28076 Monthly Service	662.83	662.83
1902 - VOGEL, CHAIT, COLLINS AND SCHNEIDER	PO 28050 ESCROW - NOVEMBER 2023 SERVICES - BENCIV	25.00	
	PO 28050 ESCROW - NOVEMBER 2023 SERVICES - BENCIV	1,000.00	
	PO 28053 ESCROW - NOVEMBER 2023 SERVICES - BYRAM	660.00	1,685.00
1902 - VOGEL, CHAIT, COLLINS AND SCHNEIDER	PO 28056 ESCROW - NOVEMBER 2023 SERVICES - MOSAIC	1,031.25	1,031.25
1926 - WB MASON CO., INC.	PO 26415 2023 WATER COOLOR RENTAL & SUPPLIES	70.85	
	PO 27930 POLICE - OFFICE SUPPLIES - ORDER #S13910	174.66	245.51
TOTAL			174,765.91

List of Bills - (All Funds)

Meeting Date: 01/02/2024 For bills from 12/16/2023 to 12/28/2023

Vendor	Description	Payment	Check	Total	
Summary By Account					
ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

01-201-20-100-020	GENERAL ADMIN OE	481.02			
01-201-20-110-020	MAYOR & COUNCIL OE	256.00			
01-201-20-130-020	FINANCE ADMINISTRATION OE	111.70			
01-201-20-145-020	TAX COLLECTION OE	1,175.00			
01-201-20-155-020	LEGAL SERVICES	25.00			
01-201-25-240-020	POLICE OE	1,813.89			
01-201-25-250-020	POLICE RADIO & COMM & 911	194.90			
01-201-25-265-015	FIRE PREVENTION OE	525.00			
01-201-25-265-020	FIRE OE	899.30			
01-201-26-290-020	ROAD REPAIR & MAINT OE	11,575.67			
01-201-26-292-020	FLEET MAINTENANCE	5,801.86			
01-201-26-310-020	PUBLIC BLDGS & GROUNDS OE	161.85			
01-201-26-335-030	GARBAGE CONTRACT	67,651.76			
01-201-31-430-020	ELECTRICITY	188.76			
01-201-31-435-020	STREET LIGHTING	2,214.29			
01-201-31-440-020	TELEPHONE	789.82			
01-201-31-460-020	GASOLINE	12,040.58			
01-201-32-465-000	RECYCLING TAX APPROP.	343.32			
01-205-55-000-000	Tax Overpayments			4,230.01	
01-213-07-000-000	RESERVE - FEDERAL/STATE GRANTS			17,164.20	
01-260-05-100	Due to Claims			0.00	127,643.93

TOTALS FOR	Current fund	106,249.72	0.00	21,394.21	127,643.93
=====					
12-205-55-000-000	Due to State			25.80	
12-260-05-100	Due to Claims			0.00	25.80

TOTALS FOR	Animal Trust	0.00	0.00	25.80	25.80
=====					
17-260-05-100	Due to Claims			0.00	43,238.78
17-286-56-000-001	Reserve - Open Space			43,238.78	

TOTALS FOR	Open Space Trust	0.00	0.00	43,238.78	43,238.78
=====					
18-260-05-100	Due to Claims			0.00	52.50
18-280-56-000	Reserve For Developers Deposits			52.50	

TOTALS FOR	Developers Escrow Fund Fulton Bank	0.00	0.00	52.50	52.50
=====					
19-260-05-100	Due to Claims			0.00	48.65
19-286-56-000-400	Reserve - Uniform Construction Code			48.65	

TOTALS FOR	Other Trust	0.00	0.00	48.65	48.65
=====					
24-260-05-100	Due to Claims			0.00	3,756.25
24-280-56-000	Reserve for Developers Escrow Deposits			3,681.25	
24-280-56-144	Veolia Water NJ (8 Mountain Ave) - 9778			75.00	

TOTALS FOR	Developers Escrow - VNB	0.00	0.00	3,756.25	3,756.25

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

Total to be paid from Fund 01 Current fund		127,643.93			
Total to be paid from Fund 12 Animal Trust		25.80			
Total to be paid from Fund 17 Open Space Trust		43,238.78			
Total to be paid from Fund 18 Developers Escrow Fund Fulton Bank		52.50			
Total to be paid from Fund 19 Other Trust		48.65			
Total to be paid from Fund 24 Developers Escrow - VNB		3,756.25			
		=====			
		174,765.91			

Checks Previously Disbursed

9122923	BYRAM TWP PAYROLL ACCT	12/29/2023 PAYROLL	203,259.06 12/27/2023

			203,259.06

Totals by fund	Previous Checks/Voids	Current Payments	Total

Fund 01 Current fund	203,259.06	127,643.93	330,902.99
Fund 12 Animal Trust		25.80	25.80
Fund 17 Open Space Trust		43,238.78	43,238.78
Fund 18 Developers Escrow Fund Fulton Bank		52.50	52.50
Fund 19 Other Trust		48.65	48.65
Fund 24 Developers Escrow - VNB		3,756.25	3,756.25

BILLS LIST TOTALS	203,259.06	174,765.91	378,024.97
			=====

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/02/2024 For bills from 12/16/2023 to 12/28/2023

Account	P0 #	Vendor	Description	Payment	Account Total
Current fund					
DEPARTMENT 000					
	28082	EDWARDS, JAMES W. JR.	4th Qtr 2023 - Prorated	2,385.98	
	28083	SCHULTZ, TYLER F.	4th Qtr 2023 - Prorated	1,844.03	
01-205-55-000-000		<i>Tax Overpayments</i>	TOTAL FOR ACCOUNT		4,230.01
TOTAL for DEPARTMENT 000					4,230.01
DEPARTMENT 100					
01-201-20-100-201	27248	PITNEY BOWES, INC.	Jul 01, 2023 - Dec 31, 2023 Service Leve	251.52	
		<i>Postage</i>	TOTAL FOR ACCOUNT		251.52
01-201-20-100-272	26991	PRIMEPOINT, LLC	NOVEMBER 2023 MAINTENANCE FEES	229.50	
		<i>Miscellaneous</i>	TOTAL FOR ACCOUNT		229.50
TOTAL for DEPARTMENT 100					481.02
DEPARTMENT 110					
01-201-20-110-203	27680	TROPICANA HOTEL	CHRIS FRANCO - 11/14/2023-11/16/2023	242.00	
	27680	TROPICANA HOTEL	OCCUPANCY FEE	14.00	
		<i>Seminars & Meetings</i>	TOTAL FOR ACCOUNT		256.00
TOTAL for DEPARTMENT 110					256.00
DEPARTMENT 130					
01-201-20-130-209	26892	KONICA MINOLTA PREMIER FINANCE	DECEMBER 2023 FINANCE COPY MACHINE LEASE	111.70	
		<i>Copy Machine</i>	TOTAL FOR ACCOUNT		111.70
TOTAL for DEPARTMENT 130					111.70
DEPARTMENT 145					
01-201-20-145-216	27195	EDMUNDS GOVTECH, INC.	MSI TO MCSJ TAX IMPLEMENTATION CONVERSIO	675.00	
	27195	EDMUNDS GOVTECH, INC.	MSI TO MCSJ UTILITY IMPLEMENTATION CONVE	500.00	
		<i>Computer Services</i>	TOTAL FOR ACCOUNT		1,175.00
TOTAL for DEPARTMENT 145					1,175.00

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/02/2024 For bills from 12/16/2023 to 12/28/2023

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 155					
	28050	VOGEL, CHAIT, COLLINS AND SCHNEIDER	ANTHONY WAYNE TITLE AGENCY, LLC - REPORT	17.00	
	28050	VOGEL, CHAIT, COLLINS AND SCHNEIDER	RECORDING FEE PAID TO SUSSEX COUNTY CLERK	8.00	
01-201-20-155-808		Legal Retainer	TOTAL FOR ACCOUNT		25.00
TOTAL for DEPARTMENT 155					25.00
DEPARTMENT 240					
	27930	WB MASON CO., INC.	ITEM #TOP74130 - SECOND NATURE SPRIAL RE	36.50	
	27930	WB MASON CO., INC.	ITEM #UNV20435 - WIREBOUND MEMO PAD, NAR	28.18	
	27930	WB MASON CO., INC.	ITEM #TOP74130 - SECOND NATURE SPRIAL RE	48.90	
	27930	WB MASON CO., INC.	ITEM #IVRF361A - REMANUFACTURED CYAN TON	109.98	
	27930	WB MASON CO., INC.	ITEM #TOP74130 - SECOND NATURE SPRIAL RE	-48.90	
01-201-25-240-200		Office Supplies/Misc	TOTAL FOR ACCOUNT		174.66
	26890	KONICA MINOLTA PREMIER FINANCE	DECEMBER 2023 PD COPY MACHINE LEASE PAYM	130.19	
01-201-25-240-209		Copy Machine	TOTAL FOR ACCOUNT		130.19
	27891	R & R RADAR, INC	PART #155-2591-20 - 20' ANTENNA CABLE	157.00	
	27891	R & R RADAR, INC	SHIPPING & HANDLING	23.00	
01-201-25-240-266		Radio Repairs Upgrade	TOTAL FOR ACCOUNT		180.00
	27933	CARDIO PARTNERS, INC.	ITEM #AMP2003 - BLEEDING CONTROL KIT-INT	369.00	
	27933	CARDIO PARTNERS, INC.	SHIPPING	10.04	
01-201-25-240-269		Medical Svcs	TOTAL FOR ACCOUNT		379.04
	27984	DIV. OF CRIMINAL JUSTICE ACADEMY	BASIC COURSE FOR ARSON INVESTIGATORS - 0	950.00	
01-201-25-240-271		Police & Fire Training	TOTAL FOR ACCOUNT		950.00
TOTAL for DEPARTMENT 240					1,813.89
DEPARTMENT 250					
	26398	PENTELEDATA	DECEMBER 2023 BROADBAND SERVICES	194.90	
01-201-25-250-020		POLICE RADIO & COMM & 911	TOTAL FOR ACCOUNT		194.90
TOTAL for DEPARTMENT 250					194.90
DEPARTMENT 265					
	26888	SPARTA, TOWNSHIP OF	DECEMBER 2023 FIRE PREVENTION SERVICES	525.00	
01-201-25-265-015		FIRE PREVENTION OE	TOTAL FOR ACCOUNT		525.00
	28018	DIVAL SAFETY EQUIPMENT, INC.	ITEM #UL6RDR350 - BULLARD STRUCTURAL LIG	449.65	
	28018	DIVAL SAFETY EQUIPMENT, INC.	ITEM #UL6WHR350 - BULLARD STRUCTURAL LIG	449.65	
01-201-25-265-235		Uniform/Clothing Replacement	TOTAL FOR ACCOUNT		899.30

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/02/2024 For bills from 12/16/2023 to 12/28/2023

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 265					
TOTAL for DEPARTMENT 265					=====
					1,424.30
DEPARTMENT 290					
01-201-26-290-220	26334	SCMUA	12/06/2023 - BULKY WASTE DISPOSAL	96.25	
		<i>Operating Maintenance</i>	TOTAL FOR ACCOUNT		96.25
01-201-26-290-251	27699	MORTON SALT, INC.	12/21/2023 - ROCK SALT DELIVERY - 149.99	10,412.31	
		<i>Salt</i>	TOTAL FOR ACCOUNT		10,412.31
01-201-26-290-272	27452	MID ATLANTIC PESTICIDE RECERTIFICATION COURSES	Turf - Standard & Alternative Insect, Di		215.00
	27452	MID ATLANTIC PESTICIDE RECERTIFICATION COURSES	Turf - Standard & Alternative Insect, Di		215.00
		<i>Seminars/Training</i>	TOTAL FOR ACCOUNT		430.00
01-201-26-290-491	26767	UNITED SITE SERVICES	NOVEMBER 2023 ADA ACCESSIBLE RESTROOM @	76.50	
	26767	UNITED SITE SERVICES	NOVEMBER 2023 ADA ACCESSIBLE RESTROOM @	63.75	
	26767	UNITED SITE SERVICES	NOVEMBER 2023 STANDARD RESTROOM @ TAMARA	43.75	
	26767	UNITED SITE SERVICES	NOVEMBER 2023 ADA ACCESSIBLE RESTROOM @	27.63	
	26767	UNITED SITE SERVICES	NOVEMBER 2023 STANDARD RESTROOM @ CO JOH	157.50	
	26767	UNITED SITE SERVICES	NOVEMBER 2023 ADA ACCESSIBLE RESTROOM @	27.63	
	26767	UNITED SITE SERVICES	NOVEMBER 2023 ADA ACCESSIBLE RESTROOM @	27.63	
		<i>Park Operating</i>	TOTAL FOR ACCOUNT		424.39
01-201-26-290-492	28014	SITEONE LANDSCAPE SUPPLY, LLC	ITEM #T449501 - NEW TRIUMPH PULL STARTER	56.98	
	28014	SITEONE LANDSCAPE SUPPLY, LLC	ITEM #T500270 - PERMAGREEN SPRAY VALVE A	113.42	
	28014	SITEONE LANDSCAPE SUPPLY, LLC	ITEM #T653805 - PERMAGREEN SPINNER BELT	17.37	
	26327	NAPA AUTO PARTS	TRAN FILTER	15.80	
	26327	NAPA AUTO PARTS	NAPA GOLD OIL FILTER	9.15	
		<i>Park Vehicle Repair</i>	TOTAL FOR ACCOUNT		212.72
TOTAL for DEPARTMENT 290					=====
					11,575.67
DEPARTMENT 292					
01-201-26-292-260	26330	SERVICE TIRE TRUCK CENTER, INC.	SCRAP TIRE DISPOSAL MEDIUM TRUCK TIRE	56.00	
	26330	SERVICE TIRE TRUCK CENTER, INC.	VALVE STEM ALUMINUM MEDIUM TK	12.00	
	26330	SERVICE TIRE TRUCK CENTER, INC.	DISMOUNT/MOUNT ON/OFF WHEEL & VEHICLE	103.00	
	26330	SERVICE TIRE TRUCK CENTER, INC.	M12R225 GOODYEAR	2,622.72	
	26327	NAPA AUTO PARTS	RTU EXT/ LIFE GAL	19.98	
		<i>Fire Department</i>	TOTAL FOR ACCOUNT		2,813.70
	26328	FRED BEANS FORD OF WASHINGTON	SNS BUMPER A	678.30	
	26328	FRED BEANS FORD OF WASHINGTON	BONUS R PAD - IM	35.89	
	26328	FRED BEANS FORD OF WASHINGTON	BONUS R PAD - IM	19.45	
	26330	SERVICE TIRE TRUCK CENTER, INC.	SCRAP TIRE DISPOSAL	100.00	
	26330	SERVICE TIRE TRUCK CENTER, INC.	VALVE NEW OTR	56.00	
	26328	FRED BEANS FORD OF WASHINGTON	BNS RM PAD - IM	21.07	
	26330	SERVICE TIRE TRUCK CENTER, INC.	DISMOUNT/MOUNT PER CROSS SECTION	100.00	
	26330	SERVICE TIRE TRUCK CENTER, INC.	OS175X25 ARMOUR L2	1,280.00	
	27819	SPECTRUM COMMUNICATIONS	MAGNETIC MIC CONVERSION KIT	34.95	
	28016	POWERCO, INC.	ITEM #48103364 - ACCELERATOR	468.00	

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/02/2024 For bills from 12/16/2023 to 12/28/2023

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 292					
01-201-26-292-270	DPW Fleet		TOTAL FOR ACCOUNT		2,793.66
	26327 NAPA AUTO PARTS		WHEEL NUT	7.96	
	26327 NAPA AUTO PARTS		NAPA ADAPTIVE ONE REAR RIGHT	73.13	
	26327 NAPA AUTO PARTS		CORE DEPOSIT	70.18	
	26327 NAPA AUTO PARTS		NAPAGOLD OIL FILTER	18.30	
	26327 NAPA AUTO PARTS		NAPA ADAPTIVE ONE FRONT LEFT	58.85	
	26327 NAPA AUTO PARTS		CORE DEPOSIT	61.73	
	26327 NAPA AUTO PARTS		NAPA CHROME LUG NUT M14	3.98	
	26327 NAPA AUTO PARTS		CORE DEPOSIT	-70.18	
	26327 NAPA AUTO PARTS		CORE DEPOSIT	-61.73	
	26327 NAPA AUTO PARTS		B/ FLUID DOT 3-120Z	4.84	
	26327 NAPA AUTO PARTS		WHEEL STUD	9.14	
01-201-26-292-280	Police Dept. Fleet		TOTAL FOR ACCOUNT		176.20
	26327 NAPA AUTO PARTS		NAPA OIL FILTER	18.30	
01-201-26-292-290	SR Van Fleet		TOTAL FOR ACCOUNT		18.30
TOTAL for DEPARTMENT 292					5,801.86
DEPARTMENT 310					
	26415 WB MASON CO., INC.		5 GALLON WATER DEPOSIT	36.00	
	26415 WB MASON CO., INC.		5 GALLON WATER JUG	26.82	
	26415 WB MASON CO., INC.		5 GALLON WATER DEPOSIT CREDIT	-36.00	
	26415 WB MASON CO., INC.		5 GALLON WATER DEPOSIT CREDIT	-18.00	
	26415 WB MASON CO., INC.		5 GALLON WATER JUG	40.23	
	26415 WB MASON CO., INC.		5 GALLON WATER DEPOSIT	54.00	
	26335 AGRA ENVIRONMENTAL & LAB		12/18/23 - WATER TESTING - TOTAL COLIFOR	91.00	
	26415 WB MASON CO., INC.		5 GALLON WATER DEPOSIT CREDIT	-36.00	
	26415 WB MASON CO., INC.		DECEMBER 2023 WATERCOLOR RENTAL	3.80	
01-201-26-310-220	Operating Maintenance		TOTAL FOR ACCOUNT		161.85
TOTAL for DEPARTMENT 310					161.85
DEPARTMENT 335					
	26900 SCMUA		12/05/2023 - GARBAGE DISPOSAL	6,268.08	
	26899 BLUE DIAMOND DISPOSAL, INC.		DECEMBER 2023 GARBAGE CONTRACT	55,750.00	
	26900 SCMUA		12/12/2023 - GARBAGE DISPOSAL	5,633.68	
01-201-26-335-030	GARBAGE CONTRACT		TOTAL FOR ACCOUNT		67,651.76
TOTAL for DEPARTMENT 335					67,651.76

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/02/2024 For bills from 12/16/2023 to 12/28/2023

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 430					
	28086	JCP&L	BALLFIELD WELL, ROSEVILLE RD. - ACCT #10	118.60	
	28084	JCP&L	TAMARACK PARK - ACCT #100116096270	70.16	
01-201-31-430-661		<i>P & R Utilities</i>	TOTAL FOR ACCOUNT		188.76
					=====
TOTAL for DEPARTMENT 430					188.76
DEPARTMENT 435					
	28085	JCP&L	RT. 206/TAMARACK RD - ACCT #100128762331	48.03	
	28078	JCP&L	STREET LIGHTING ACCT #100000676716	368.36	
	28079	JCP&L	STREET LIGHTING ACCT #100000676781	1,797.90	
01-201-31-435-020		<i>STREET LIGHTING</i>	TOTAL FOR ACCOUNT		2,214.29
					=====
TOTAL for DEPARTMENT 435					2,214.29
DEPARTMENT 440					
	28076	VERIZON	Administration - Account #251-256-345-00	59.42	
	26398	PENTELDATA	DECEMBER 2023 COMMERCIAL CABLE MODEM	126.99	
01-201-31-440-601		<i>A&E Utilities</i>	TOTAL FOR ACCOUNT		186.41
	28076	VERIZON	DPW - Account #251-256-346-0001-55	168.09	
01-201-31-440-670		<i>DPW Utilities</i>	TOTAL FOR ACCOUNT		168.09
	28076	VERIZON	Police - Account #751-663-306-0001-55	435.32	
01-201-31-440-680		<i>Public Safety</i>	TOTAL FOR ACCOUNT		435.32
					=====
TOTAL for DEPARTMENT 440					789.82
DEPARTMENT 460					
	26967	ALLIED OIL, LLC	12/13/2023 - DIESEL DELIVERY - 2,134.60	5,891.28	
	26967	ALLIED OIL, LLC	12/12/2023 - GASOLINE DELIVERY - 2,407.9	6,149.30	
01-201-31-460-670		<i>DPW Utilities</i>	TOTAL FOR ACCOUNT		12,040.58
					=====
TOTAL for DEPARTMENT 460					12,040.58
DEPARTMENT 465					
	26900	SCMUA	12/12/2023 - RECYCLING TAX	162.51	
	26900	SCMUA	12/05/2023 - RECYCLING TAX	180.81	
01-201-32-465-000		<i>RECYCLING TAX APPROP.</i>	TOTAL FOR ACCOUNT		343.32

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/02/2024 For bills from 12/16/2023 to 12/28/2023

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 465					
TOTAL for DEPARTMENT 465					=====
					343.32
DEPARTMENT 701					
	26992	SCMUA	12/06/2023 - Brush Disposal	90.45	
	26992	SCMUA	12/15/2023 - Brush Disposal	44.55	
	26992	SCMUA	12/11/2023 - Leaf Disposal	247.05	
	26992	SCMUA	12/01/2023 - Leaf Disposal	75.15	
01-213-07-701-001		Recycling Grant	TOTAL FOR ACCOUNT		457.20
TOTAL for DEPARTMENT 701					=====
					457.20
DEPARTMENT 740					
	25703	PRINCETON HYDRO, LLC	NOVEMBER 2023 SERVICES - ANALYSIS OF POL	235.00	
01-213-07-740-001		Highlands Grant	TOTAL FOR ACCOUNT		235.00
TOTAL for DEPARTMENT 740					=====
					235.00
DEPARTMENT 770					
	27736	ATLANTIC COMMUNICATIONS, INC	ADJUSTABLE FLIP UP ARM REST	210.00	
	27736	ATLANTIC COMMUNICATIONS, INC	TROY CONSOLE FLOOR MOUNTS	189.00	
	27736	ATLANTIC COMMUNICATIONS, INC	USB & 12V ACCESSORY OUTLET W/FACEPLATE	235.00	
	27736	ATLANTIC COMMUNICATIONS, INC	MAGNETIC MICROPHONE CLIPS	68.00	
	27736	ATLANTIC COMMUNICATIONS, INC	6 POSITIONS FUSE BLOCK	60.00	
	27736	ATLANTIC COMMUNICATIONS, INC	TROY DUAL BEVERAGE HOLDER	66.50	
	27736	ATLANTIC COMMUNICATIONS, INC	SETINA PUSH BUMPER PB400VS PURSUIT ALUMI	680.00	
	27735	ATLANTIC COMMUNICATIONS, INC	OUTFITTING OF NEW 2023 FIRE DEPT TAHOE A	13,798.50	
	27736	ATLANTIC COMMUNICATIONS, INC	MANUAL RESET BREAKER 100 AMP	150.00	
	27736	ATLANTIC COMMUNICATIONS, INC	TROY TAHOE CONSOLE 18" STANDARD	620.00	
	27736	ATLANTIC COMMUNICATIONS, INC	MB8 ANTENNA CABLES	105.00	
	27736	ATLANTIC COMMUNICATIONS, INC	MISC. HARDWARE, HOOK UP WIRE, GROMMETS &	290.00	
01-213-07-770-004		2013 PSE&G Susquehanna Roseland Agree.	TOTAL FOR ACCOUNT		16,472.00
TOTAL for DEPARTMENT 770					=====
					16,472.00
Animal Trust					
DEPARTMENT 000					
	28058	NJ STATE DEPT OF HEALTH	1 Year - Licenses	2.40	
	28058	NJ STATE DEPT OF HEALTH	3 Year - Licenses	23.40	
12-205-55-000-000		Due to State	TOTAL FOR ACCOUNT		25.80

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/02/2024 For bills from 12/16/2023 to 12/28/2023

Account	P0 #	Vendor	Description	Payment	Account Total
Animal Trust					
DEPARTMENT 000					
TOTAL for DEPARTMENT 000					=====
					25.80
Open Space Trust					
DEPARTMENT 000					
17-286-56-000-001	27521 GREEN VALLEY GROUP, INC.	Reserve - Open Space	DRAWDOWN #1	43,238.78	
TOTAL FOR ACCOUNT					43,238.78
TOTAL for DEPARTMENT 000					=====
					43,238.78
Developers Escrow Fund Fulton Bank					
DEPARTMENT 042					
18-280-56-042	28074 MARAZITI FALCON, LLP	Venture II, LLC - #1101154815	COMMUNICATIONS W/C. PHILLIPS REGARDING D	52.50	
TOTAL FOR ACCOUNT					52.50
TOTAL for DEPARTMENT 042					=====
					52.50
Other Trust					
DEPARTMENT 000					
19-286-56-000-421	26390 KONICA MINOLTA PREMIER FINANCE	Uniform Construction Code - Other Expenses	NOVEMBER CLICKS	48.65	
TOTAL FOR ACCOUNT					48.65
TOTAL for DEPARTMENT 000					=====
					48.65
Developers Escrow - VNB					
DEPARTMENT 016					
24-280-56-016	28073 MARAZITI FALCON, LLP	Weber Bros. Prop. LLC - #9707751164	REVIEW COMMUNICATIONS REGARDING THE ISSU	17.50	
	28073 MARAZITI FALCON, LLP		REVIEW & ANALYSIS OF ISSUES RELATED TO E	70.00	
TOTAL FOR ACCOUNT					87.50
TOTAL for DEPARTMENT 016					=====
					87.50

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/02/2024 For bills from 12/16/2023 to 12/28/2023

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 116					
		28075 MARAZITI FALCON, LLP	REVIEW & RESPOND TO EMAIL REGARDING FOOD	35.00	
		28075 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. STONER & C. PHILLIPS	17.50	
24-280-56-116		<i>Princeton Property Mgmt - #9707754358</i>	TOTAL FOR ACCOUNT		52.50
					=====
TOTAL for DEPARTMENT 116					52.50
DEPARTMENT 140					
		28065 MARAZITI FALCON, LLP	REVIEW CORRESPONDENCE REGARDING PERMIT F	17.50	
		28065 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. STONER; REVIEW BYRAM	105.00	
24-280-56-140		<i>Byram DD, LLC - #9707750016</i>	TOTAL FOR ACCOUNT		122.50
					=====
TOTAL for DEPARTMENT 140					122.50
DEPARTMENT 144					
		28068 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	75.00	
24-280-56-144-001		<i>Veolia Water NJ (Trout Brook Rd) - 9778</i>	TOTAL FOR ACCOUNT		75.00
					=====
TOTAL for DEPARTMENT 144					75.00
DEPARTMENT 165					
		28072 MARAZITI FALCON, LLP	REVIEW COMMUNICATIONS REGARDING THE DEVE	17.50	
24-280-56-165		<i>Jennifer Holme Bagley - #9707752511</i>	TOTAL FOR ACCOUNT		17.50
					=====
TOTAL for DEPARTMENT 165					17.50
DEPARTMENT 173					
		28056 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF DRAFT OF EASEMENT & E-MAIL. DR	123.75	
		28056 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & REVISIONS TO EASEMENT	165.00	
		28056 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF EASEMENT REVISIONS	82.50	
		28056 VOGEL, CHAIT, COLLINS AND SCHNEIDER	DRAFTING OF E-MAIL W/EASEMENT. REVIEW OF	123.75	
		28056 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & ATTACHMENTS FROM MIKE	330.00	
		28056 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF DRAFT EASEMENT & E-MAIL & DRAF	82.50	
		28056 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL	82.50	
		28056 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL	41.25	
		28071 MARAZITI FALCON, LLP	REVIEW COMMUNICATIONS REGARDING TOWNSHIP	70.00	
24-280-56-173		<i>Mosaic Cafe, Inc. - #9707750862</i>	TOTAL FOR ACCOUNT		1,101.25
					=====
TOTAL for DEPARTMENT 173					1,101.25

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Meeting Date: 01/02/2024 For bills from 12/16/2023 to 12/28/2023

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 198					
24-280-56-198	28066	HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 08/17/2023	69.00	
	28066	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	364.00	
		Mark Brizzolara - #9707751360	TOTAL FOR ACCOUNT		433.00
					=====
TOTAL for DEPARTMENT 198					433.00
DEPARTMENT 203					
24-280-56-203	28067	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	207.00	
		Kyosis, LLC - #9707754789	TOTAL FOR ACCOUNT		207.00
					=====
TOTAL for DEPARTMENT 203					207.00
DEPARTMENT 204					
24-280-56-204	28050	VOGEL, CHAIT, COLLINS AND SCHNEIDER	FURTHER EMAILS REGARDING SCHEDULING OF C	16.50	
	28050	VOGEL, CHAIT, COLLINS AND SCHNEIDER	ANTHONY WAYNE TITLE AGENCY, LLC - REPORT	208.00	
	28050	VOGEL, CHAIT, COLLINS AND SCHNEIDER	DISCUSSION W/CINDY CONFIRMING CLOSING OF	33.00	
	28050	VOGEL, CHAIT, COLLINS AND SCHNEIDER	FURTHER EMAILS IN ADVANCE OF CLOSING	49.50	
	28050	VOGEL, CHAIT, COLLINS AND SCHNEIDER	DRAFTING OF CLOSING PACKAGE. DISCUSSIONS	412.50	
	28050	VOGEL, CHAIT, COLLINS AND SCHNEIDER	FURTHER EMAILS REGARDING SCHEDULING OF C	165.00	
	28050	VOGEL, CHAIT, COLLINS AND SCHNEIDER	DRAFTING OF CLOSING STATEMENT	82.50	
	28050	VOGEL, CHAIT, COLLINS AND SCHNEIDER	EMAILS REGARDING SCHEDULING OF CLOSING	33.00	
		Enrico Bencivenga - #9707759399	TOTAL FOR ACCOUNT		1,000.00
					=====
TOTAL for DEPARTMENT 204					1,000.00
DEPARTMENT 209					
24-280-56-209	28053	VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & SEWER ALLOCATION TRAN	165.00	
	28053	VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF SEWAGE TRANSFER AGREEMENT W/BY	82.50	
	28053	VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & SEWER TRANSFER AGREEM	165.00	
	28053	VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & DRAFTING OF SEWER AGR	165.00	
	28053	VOGEL, CHAIT, COLLINS AND SCHNEIDER	DRAFTING OF E-MAIL TO JOE SABATINI REGAR	82.50	
					=====
TOTAL for DEPARTMENT 209					660.00

GREEN ACRES PROGRAM
New Jersey Department of Environmental Protection

**JAKE'S LAW PLAYGROUND
FUNDING APPLICATION**

LOCAL & NONPROFIT ASSISTANCE PROGRAM

Deadline: February 7, 2024

Application Information Sessions:
November 13, 2023, December 13, 2023, and January 17, 2024



Green Acres Mission Statement

*To achieve, in partnership with others, a system of interconnected open spaces
the protection of which will preserve and enhance New Jersey's natural environment
and its historic, scenic, and recreational resources
for public use and enjoyment.*

GREEN ACRES PROGRAM
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401 EAST STATE STREET, 7TH FLOOR
P.O. BOX 420
TRENTON, NJ 08625-0420
TEL: (609) 984-0500; FAX: (609) 984-0608
www.NJGreenAcres.org
GreenAcresApplications@dep.nj.gov

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APPLICATION INFORMATION

Jake's Law Playground Funding Application

Since 1961, the Green Acres Program has funded the acquisition of open space for recreation and conservation purposes, and the development of outdoor recreational facilities. Green Acres remains committed to preserving New Jersey's natural, historic, and recreational resources statewide and is pleased to continue the tradition of partnering with local and county governments and nonprofit organizations to serve New Jersey residents.

The Green Acres Program introduced a pilot program in the 2023 funding round for New Jersey's counties to create Completely Inclusive Playgrounds, promoting accessible park improvements for children and adults with disabilities. In the 2024 round, Green Acres is excited to expand the Jake's Law funding program to include municipal governments. By expanding the pool of eligible applicants, this funding will significantly increase the number of inclusive play spaces in New Jersey.

Jake's Law, passed in 2018, encourages New Jersey counties to build inclusive playgrounds that are designed with standards that generally exceed those required by the Americans with Disabilities Act (ADA) and result in accommodating people with disabilities to the greatest degree feasible. In 2022, the Department of Community Affairs adopted [regulations for Jake's Law](#) that set out the standards for Completely Inclusive Playgrounds.

Counties and municipalities can apply to Green Acres for 75% matching grants for Completely Inclusive Playgrounds; awards are anticipated to be between \$500,000-\$750,000 for municipalities and \$750,000-\$1,000,000 for counties, depending on demand. While we hope to approve all Jake's Law applications this round, if demand exceeds dedicated funding, proposed projects will be prioritized based on proximity to existing inclusive playgrounds and community disability demographics.

In 2023, the Green Acres Program also introduced several improvements to the Local and Nonprofit Assistance Program funding round, the goals of which were twofold: (1) to ensure Green Acres funds high quality preservation and recreation projects that are likely to succeed; and (2) to make the application process and project implementation faster and fairer. These changes, and our applicants' robust response, allowed Green Acres to efficiently award almost \$100 million in funding to an array of quality open space and recreation projects across New Jersey. Green Acres welcomes feedback; suggestions for upcoming funding rounds may be shared by emailing GreenAcres@dep.nj.gov.

As with all Green Acres projects, applicants should consider the following State, Department, and Program priorities when preparing their Jake's Law application:

- Public Engagement and Outreach
- Public Recreation Benefits
- Environmental Justice
- Community Revitalization
- Protection of Natural and Historic Resources
- Climate Mitigation and Resilience
- Consistency with Open Space and Recreation Planning
- Stewardship of Public Funds

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Applicants are encouraged to review and acknowledge the requirements outlined in the Public Engagement and Outreach section. In particular, please note that the traditionally required public hearing ***does not*** fulfill the public engagement requirement. While a pre-application public hearing is still required, applicants must engage in public outreach activities ***during the project planning process***, and those activities must be documented in the Green Acres application. Please contact Green Acres with any questions about these requirements.

Green Acres will be hosting virtual application information sessions, on:

- November 13, 2023 - Application overview and Q&A (see below)
- December 13, 2023 - Application Q&A
- January 17, 2024 - Application Q&A

On November 13th, two virtual application information sessions will be held:

- 10:00am to 11:30am for Acquisition projects (including Green Acres and Urban Parks), and
- 1:00pm to 2:30pm for Park Development (Green Acres and Urban Parks), Stewardship, and Jake's Law projects.

The December 13th and January 17th virtual application information sessions are for all projects and will be held from 10:00am to 11:00am.

Notices will be sent to stakeholders, and links to the virtual application information sessions will be posted on the Green Acres website. The virtual application information sessions will be recorded, and the recordings will also be available on the Green Acres website.

Please be assured that Green Acres staff are available throughout the year to answer questions and provide guidance on potential and actual projects.

2024 Funding Round Programs

The Green Acres Program will offer four funding programs for 2024, as identified below. Information for each funding round program is provided in every application package to ensure that applicants are aware of all funding options and the limits on the number of funding requests that can be submitted per applicant.

Figure 1: 2024 Funding Round Programs

Applicants may submit one request per funding program

Program	Description	Eligibility Notes
Traditional Green Acres	Land Acquisition (Planning Incentive, Site-Specific Incentive, Standard, Urban Aid, or Nonprofit) <i>OR</i>	All local governments and nonprofits
	Park Development <i>OR</i>	All local governments; Nonprofit projects located in an Urban Aid, Densely Populated, or Highly Populated Municipality or a Densely Populated County or that draw over 75% of their users from those areas
	Urban Parks Rollover	Projects located within Overburdened Communities Subject to Adverse Cumulative Stressors within Urban Aid Municipalities that were unfunded or underfunded through the Urban Parks Program
Stewardship	Restoration and Protection of Natural Resources and Historic Landscapes	All local governments and nonprofits
Jake's Law Playground Funding	Completely Inclusive Playgrounds	County and municipal governments
Urban Parks	Land Acquisition, Park Development & Historic Preservation	Local government projects located within Overburdened Communities Subject to Adverse Cumulative Stressors within Urban Aid Municipalities

This application is for Jake's Law projects. Please see the [Green Acres' Forms and Regulations](#) website to obtain applications for other programs. Please note that February 7, 2024, is the deadline for all funding programs, for new applications as well as supplemental funding requests from local governments and nonprofits that have active projects that are progressing in a timely fashion.

For local governments and nonprofits seeking supplemental funding for previously approved Traditional Green Acres or Stewardship projects, please complete and submit the 2024 Supplemental Funding Request Form, available on the [Green Acres website](#) by the February 7, 2024 deadline. Applicants for supplemental funding should reach out to the appropriate Green Acres contact for assistance in filling out the form.

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Funding Request Limits

Applicants may submit one request for each funding program, and the one request for each program may be a new application *OR* a supplemental funding request. For example, an applicant can request supplemental funding for a Planning Incentive project *OR* funding for a Green Acres park development application, but not both. A county or municipality that submits a Jake's Law application, however, can still submit one application in each of the other categories. The [Funding Request Limits by Applicant Type](#) chart in Tools / References lists the maximum number of funding requests that can be submitted by each applicant type and may be helpful.

Please carefully consider project management capacity when deciding how many applications to submit. To ensure project success, applicants should not take on more than they can complete within the 2-year project period.

Eligibility

The Green Acres Program strongly suggests applicants contact the program prior to preparing an application to discuss the proposed project and confirm eligibility. New applications will undergo an eligibility and completeness review upon receipt; only those complete applications deemed eligible will compete for funding.

Eligible Applicants

County and municipal governments are eligible to apply for Jake's Law Playground funding. Counties that received a Jake's Law funding award in the 2023 round may apply for a separate Jake's Law project this round. Utility authorities and similar agencies without primary recreation and conservation responsibilities are not eligible.

Please note: Applicants that were notified in October 2023 that they are not eligible to submit new applications because they have three or more open projects *are* eligible to submit a new Jake's Law application if they did not receive a Jake's Law funding award in the 2023 round. Applicants that were notified that they cannot submit new applications because they are not making sufficient progress on open compliance issues *are not* eligible to submit a Jake's Law application. Applicants may not submit a supplemental funding request for a Jake's Law project that received a 2023 round funding award.

Eligible Projects/Project Sites

Counties may apply to create a Completely Inclusive Playground (CIP) on county-owned parkland, designed in compliance with [DCA Rules for Completely Inclusive Playgrounds](#). County CIPs may also be built on municipal parkland, provided that two conditions are met: (1) The County has an irrevocable lease (pre-approved by Green Acres) for a term of at least 25 years starting from the beginning of the project. If no such lease exists, applicants should submit a letter from the municipality stating that they will provide such an agreement if the project is approved; and (2) the CIP is listed on the county website as a county facility.

Municipalities may apply to create a Completely Inclusive Playground on municipally owned parkland, designed in compliance with DCA Regulations. Municipal applicants that would like to build a CIP on land that they do not own must reach out to the appropriate Green Acres contact person to discuss the proposal prior to applying.

Facilities constructed on land that is designated on a municipal tax map as belonging to a road right-of-way are not eligible for Green Acres funding.

Site Limitations & Permitting

Applicants seeking Jake's Law Playground funds should carefully analyze site suitability early in the planning process and prior to applying to Green Acres. Early awareness of possible site development limitations is integral to sound planning practices and often minimizes subsequent construction delays and constraints. Site attributes, such as wetlands, dunes, endangered species, mature forested areas, or other significant natural resources, may define, limit or, in some instances, preclude development. Permit identification is required as part of all Green Acres applications, and applicants are urged to seek assistance from the DEP or other regulatory/permitting agencies to ascertain whether special approvals and permits may be associated with project sites.

Eligible Costs

The following are eligible Jake's Law project costs:

- The cost of constructing the Completely Inclusive Playground, including all required elements as per [DCA Rules for Completely Inclusive Playgrounds](#)
- Professional services (e.g., engineering and construction supervision), up to a cap of 13% of eligible and completed construction costs
- Environmental assessment costs, i.e., the cost of the preliminary assessment report and, if necessary, the site investigation report, provided these reports are prepared in accordance with Green Acres guidelines
- The cost to demolish *non-historic* structures
- Other incidental costs related to the development project, including legal, advertising, permit fees, and preliminary planning and engineering necessary for the preparation of the application, are eligible up to a cap of 2% of submitted construction costs or \$20,000, whichever is less
- Permit fees
- Cost of equipment required to make a facility operational

To be eligible, costs must be included in the initial request and there must be sufficient funds in the project award to cover them.

The following costs are not eligible for Jake's Law funding:

- The cost of constructing any improvement not part of a Completely Inclusive Playground, including all required elements
- Administrative and operating costs and salaries and wages of any employee of the local government or nonprofit applicant
- Costs to remediate a contaminated site

Funding

It is *strongly* encouraged for applicants to contact the appropriate Green Acres project manager prior to application preparation to confirm funding categories and likely awards.

Funding Categories & Percentages

Jake's Law projects are eligible for 75% matching grant funding. If available, Jake's Law projects are also eligible for Green Acres loan funding (see Matching Funds section below).

Matching Funds

Green Acres Jake's Law Playground funding must be matched. Possible sources of matching funds include:

- Local government open space, capital, or bond funds
- County open space program funding
- Other public funding sources
- Private or corporate monetary donations
- Grants from private foundations
- Green Acres loan funding for local governments, if available. Jake's Law project loans have a term of 20 years and a 0% interest rate. Please note that grants and loans obtained through the Green Acres Program are not subject to local government CAP laws. Upon loan approval, a local government will be required to pass a capital spending ordinance authorizing two semi-annual repayments to the state.

Ineligible sources of matching funds include:

- Other Green Acres funding (i.e., Green Acres State Land Acquisition Program funding or Green Acres Local & Nonprofit Assistance Program funding awarded to a different applicant)
- Other funding awarded through the Garden State Preservation Trust (i.e., funding from the State Farmland Preservation Program or the NJ Historic Trust)
- The value of any donated goods and services that have not been obtained in conformance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

Links to specific sources of possible matching funds can be found in the [Helpful Links](#) section. Applicants must identify the anticipated source of matching funds at the time of application, and the applicant's Chief Financial Officer must sign off on the financial figures in the required resolution, including the available match amount.

Funding Round Cap

The funding round cap for Jake's Law projects submitted by counties is anticipated to be between \$750,000 and \$1,000,000.

The funding round cap for Jake's Law projects submitted by municipalities is anticipated to be between \$500,000 and \$750,000.

The final funding round cap amounts will depend on demand for available funding.

Green Acres is setting aside funding for the Jake's Law Playground Pilot program and hopes to be able to approve all eligible applications. If total Jake's Law funding requests exceed dedicated funding, projects will be reviewed based on two criteria: (1) proximity to existing inclusive playgrounds; and (2) community disability demographics.

Submitting A Comprehensive Application

In their submissions, applicants should address how their proposed project reflects State, Department, and Program priorities. Below is a discussion of these priorities with tips for how to consider each when designing a project and preparing the application.

1. Public Engagement and Outreach

The 2024 funding round will again focus on the importance of public engagement to determine open space and recreation community needs. The Department of Environmental Protection believes that involving the public in project planning is critical. Meaningful citizen engagement ensures that the investment of public funds reflects the community's needs and priorities. Green Acres is also increasing outreach efforts through recently held stakeholder meetings and upcoming application information sessions.

Community Engagement

All applications to the 2024 funding round must reflect meaningful community engagement during the project planning stage. As previously noted, the required public hearing (see below) does not fulfill the application public engagement requirement. Applicants are encouraged to identify which of the following outreach methods would be most effective for the community:

- On-line surveys, advertised on websites, in local news sources, flyers
- Paper surveys available at public buildings and events – e.g., library, municipal building, recreation center, senior citizen center, school functions
- Open house meetings
- Design charrettes
- Pop-up feedback sessions at community events, outside grocery stores, at the park
- Focus groups
- Mailers to households inviting input
- Social media posts inviting input
- Idea boards at park and/or at public buildings and events
- Other original ideas are welcome!

In many situations, multiple methods will be needed to solicit sufficient and broad community feedback. Whichever means are used to engage the public during project planning, outreach efforts should be well-advertised and offer ample opportunities for participation. Engagement should be targeted based on scope of project, anticipated park users, and affected neighborhoods. The project application should document the public engagement efforts and clearly identify how final project plans incorporated community input.

Public Hearing & Notice Requirements

In addition to the public engagement requirements, all local government applicants must advertise and hold a public hearing before applying. Requirements for the public hearing announcement, the hearing itself, and the hearing minutes have changed, and the complete requirements can be found in the attached checklist. Most notably, there will no longer be a post-deadline grace period for submitting the required public hearing documents. Minutes of the public hearing (draft is acceptable) must be submitted *by the application deadline* or the application will be incomplete and deemed ineligible.

County applicants are also required to forward the notice of the public hearing to the clerk of the municipality(ies) within which their project is located, preferably at least 15 days prior to, but at a minimum 48 hours before the hearing.

2. Public Recreation Benefits

All funded project sites must have meaningful public access. Applicants should highlight how the proposed project will provide significant public recreation benefits, for example by:

- Serving a significant population that can easily access the property;
- Offering recreation opportunities that are not readily available in the area; and
- Providing recreational opportunities for different ages.

3. Environmental Justice

Central to the Green Acres mission is improving New Jersey for all residents, particularly those in communities with environmental justice concerns. New Jersey's Environmental Justice Law, passed in 2020, provided a targeted approach for this goal and Green Acres gave priority to projects in Overburdened Communities (OBCs) in the 2021 funding round. Using environmental stressors data, the Department subsequently identified Overburdened Communities Subject to Adverse Cumulative Stressors, those OBCs that are higher than the 50th percentile for total environmental and public health stressors. Green Acres encourages counties and municipalities to provide needed recreation within or easily accessible from an Overburdened Community Subject to Adverse Cumulative Stressors. To ascertain if the proposed project meets these criteria, please see the instructions in the [Tools / References](#) at the end of this application.

4. Revitalization

Green Acres supports expanding outdoor recreation and conservation opportunities through the reclamation and restoration of vacant industrial or commercial properties, including landfills, brownfields, other contaminated sites, and expansive impervious parcels. Transforming these lands into parks revitalizes communities and improves residents' quality of life. The application should highlight how the project will help revitalize the property through:

- Demolition of dilapidated buildings
- Removal of expansive impervious surfaces

5. Protection of Natural and Historic Resources

Conservation and environmental protection goals have always been a core part of the Green Acres mission, including protection of critical wildlife habitat, unique natural areas and land types, biodiversity, flood storage areas, and surface and groundwater quality. Green Acres funding has also supported the protection of significant historic resources. Applicants should discuss whether and how the project may contribute to these efforts.

6. Climate Mitigation and Resilience

Reducing and responding to climate change is a top statewide priority, and a particular focus for the DEP. Park development projects can help contribute to climate mitigation and resilience, particularly through efforts to preserve and enhance natural carbon sequestration and flood mitigation. The application should highlight how the proposed project will support climate mitigation and resilience, e.g., through:

- Sustainable building design through water conservation, renewable energy, energy efficient technologies, etc.
- Consistency with the applicant's Climate Resilience Plan
- Support for *New Jersey's Global Warming Response Act 80x50 Report* strategies and goals.

Please see [Helpful Links](#) in [Tools / References](#) for more information about the DEP's climate change efforts, climate-friendly parks, and sustainable building design.

The DEP's 80x50 Report identifies carbon sequestration as an important climate mitigation and resiliency tool and promotes the maintenance and expansion of the state's tree canopy. With this goal in mind, Green Acres strongly discourages tree removal and encourages applicants to include native tree plantings in their park development projects. Applicants are asked to provide more detailed information regarding any tree removal proposed as part of the project, including a discussion of alternatives to removing the trees. Tree removal information will be requested as part of the [Environmental Impact Assessment](#) (see form for additional information). Projects that propose excessive tree removals will not be eligible for funding.

Local government applicants can obtain guidance on effective tree and forest ecosystem management, including technical and financial assistance, from the [DEP's New Jersey Urban & Community Forestry Program](#).

7. Consistency with Open Space and Recreation Planning

Green Acres is dedicated to investing in open space and recreation projects that reflect local priorities and support regional and state planning goals. Applicants should demonstrate planning consistency through discussion of how the following planning resources influenced the design of the proposed project:

- Consultation with local and county government officials and commissions, including recreation staff and advisory boards, environmental commissions, historic preservation committees, and open space committees
- Consultation with local interest groups, including environmental groups, historic preservation groups, athletic clubs, and other community groups and current or potential park users
- Local and county land use plans, and specifically any open space or recreation elements and/or recreational facilities plan
- Regional planning efforts, such as regional trail plans, redevelopment plans, and special area master plans (e.g., Highlands, Meadowlands, Pinelands)
- State open space and land use planning efforts, such as the New Jersey State Development and Redevelopment Plan (State Plan) and the Statewide Comprehensive Outdoor Recreation Plan, currently being revised through the [Outside, Together!](#) Initiative (Please address *Outside, Together!* Principles)
- The NJMAP/Conservation Blueprint, an interactive map-based statewide open space and recreation planning tool
- [Furthering the Promise](#), a guidance document for advancing environmental justice
- NJ's *Global Warming Response Act 80x50 Report*, the *Climate Change Resilience Strategies*, the *Scientific Report on Climate Change*, and the appropriate [regional action plan](#), if available, all available through the Department's [Climate Change](#) website.
- The municipal DEP-approved Public Access Plan, if the municipality has prepared one (please note if it has been incorporated into the master plan)
- The NJ Department of Health and NJDEP [Healthy Community Planning](#) website and resources
- For a project involving a historic property, the [New Jersey Comprehensive Statewide Historic Preservation Plan](#) and, if applicable, a planning document such as a Historic Structures Report, a Preservation Plan, or a Cultural Landscape Report; and the National Park Service's Professional Qualification Standards in the relevant disciplines, published at 36 CFR Part 61.

8. Stewardship of Public Funds

The Green Acres Program has the responsibility to ensure the public funds it administers are invested wisely. Applicants should establish that the proposed project is a good investment by:

- Highlighting any aspects of the project that demonstrate cost-efficiency, e.g., matching funds from other funders, donations of value, use of cost-saving technology
- Reviewing the cost of the project in light of the anticipated life of the facilities, keeping in mind the Green Acres policy to not re-fund facilities until 20 years has passed
- Confirming that sufficient public outreach and recreational planning was conducted to ensure that the proposed facilities are appropriately designed to meet short-term community needs and will be relevant

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and used by the community for years to come

- Documenting that the applicant is aware of the increased cost of maintenance and has the financial resources and staff/volunteers to properly maintain the funded facilities
- Demonstrating consideration of the 2-year project period that Green Acres establishes after project approval, through a description of anticipated timeline milestones and deadlines, ensuring that the community will benefit from the proposed project in a timely fashion

Grounds For Application Disqualification

As previously noted, new applications will undergo an eligibility review upon receipt; only those deemed eligible will be considered for funding. The following circumstances will disqualify an application:

1. Applicant has three or more open projects at the time of application (affected applicants were previously notified)
2. Applicant has failed to adequately address outstanding Green Acres compliance issues (affected applicants were previously notified)
3. Application submission does not include all required items by deadline (see Submissions Checklist) (Must be submitted on the Green Acres website by 5:00 pm on February 7, 2024)
4. Application fails to identify meaningful public input during the planning process (See [Community Engagement](#) guidance)
5. Public hearing/notice requirements have not been met (please see [checklist](#))
6. Application is not signed by the person authorized in the enabling resolution (“NOW, THEREFORE, BE IT RESOLVED...” paragraph)
7. Application is not fully signed, including by Chief Financial Officer (bottom of the last page of the application form)
8. Application is to re-fund a facility Green Acres funded less than 20 years ago, unless applicant has discussed the proposal with Green Acres staff and sufficient justification is submitted as per Green Acres rules and requirements
9. Proposed project does not result in a usable recreation facility (e.g., is only for site work)
10. Proposed project involves excessive tree removal or otherwise causes significant environmental harm
11. Applicant has awarded the construction contract for the project without prior Green Acres authorization

What happens after application submission?

Approval Process

After applications are reviewed, Green Acres will identify projects that are ineligible. Green Acres will then compile a list of approval recommendations, which then will be reviewed by the Department and transmitted to the Garden State Preservation Trust (GSPT). The GSPT will approve successful applications using funds available from the 2014 voter-approved referendum, which became the Preserve New Jersey Act (P.L. 2016, C 12). Green Acres will send letters notifying applicants if their application was successful or not. Approved projects must then go through legislative appropriation approval.

The length of the approval process has varied in the past, averaging 3-6 months. Many of the changes to be implemented during this funding round are designed to shorten the review process; this year the anticipated DEP/GSPT review period is 2-3 months after the submission deadline. We cannot predict the length of the legislative appropriation process.

Please note: To maintain funding eligibility, applicants must not move forward with bidding the project before funding awards are announced. Should an emergent circumstance arise, please contact the appropriate Green Acres project manager to discuss the At-Risk Authorization process.

Highlighted Project Administration Requirements

While Green Acres projects involve several requirements, the most notable are highlighted below.

Preliminary Assessment Report (PAR)

Green Acres requires careful review of all proposed project sites for evidence of past use as landfills; hazardous waste production, storage, or disposal sites; or the adverse effects resulting from such sites in close proximity to the proposed public park, as well as the presence of historic fill and certain residual agricultural chemicals. This review allows the state, Green Acres' applicants, and the public to be reasonably assured that lands developed with public funds can be used for recreation or conservation purposes without risk to public health.

For this reason, approved applicants will be required to obtain a preliminary assessment of the project site. Green Acres will provide guidance documents that require adherence to the criteria established by the DEP's Technical Requirements for Site Remediation (N.J.A.C. 7:26E-3). A portion of the costs normally associated with this professional service is reimbursable as part of an approved and completed Green Acres project, as long as the preliminary assessment is done in accordance with Green Acres guidelines.

If the Preliminary Assessment Report recommends additional investigation of any Area of Concern at the project site, the applicant will be required to submit a Site Investigation Report (SIR). If the SIR notes contamination above acceptable levels, the applicant may pursue remediation while obtaining and submitting the other necessary project deliverables.

Project Period

Once approved, Green Acres establishes a two-year project period, during which time the applicant must meet all procedural requirements, complete the development project, and request payment. In addition, significant progress must be made throughout the project period to remain eligible. A proposed project schedule is required as part of each application to assist with project planning and to allow Green Acres to evaluate the proposal. Please talk to the appropriate Green Acres project manager regarding any schedule changes that will affect the ability to meet project deadlines. Barring extenuating circumstances, approved projects that are not making significant progress or cannot be completed by the end of the project period will be cancelled.

Post-Project Requirements & Responsibilities

Prospective applicants are urged to familiarize themselves with the Department's Green Acres Program rules (N.J.A.C. 7:36, at [Green Acres' Forms and Regulations](#) website). Acceptance of Green Acres funds obligates the local government or nonprofit to adhere to the Department's requirements, both during the funding process and after a project is complete.

Protected Parkland – Recreation and Open Space Inventory

The Department is dedicated to creating a net increase in parkland. For that reason, a local government that receives Green Acres funding is not allowed to convey, dispose of, or divert to a use for other than recreation and conservation purposes (1) any lands (including facilities) funded by Green Acres and/or (2) any lands held by the local government for recreation and conservation purposes at the time of receipt of Green Acres funding. The local government is required to list such lands on the Recreation and Open Space Inventory (ROSI), which is part of an application for Green Acres funding. If the application is approved, the ROSI will become part of the project agreement between the local government and the State.

Parkland Maintenance and Operation

Prior to accepting our funding, local governments should be aware of the specific requirements of N.J.A.C. 7:36-25 regarding maintenance and operation of Green Acres encumbered parkland. The requirements related to maintenance and operation of Green Acres encumbered parkland are administered and enforced by the Department's [Office of Transactions and Public Land Administration, Public Land Compliance Section](#) ("OTPLA"). These requirements include, but are not limited to,

1. Upon closing, Green Acres encumbered parkland must be open to the public without discrimination or exclusion based on residency. N.J.A.C. 7:36-25.10 (for funded parkland) and N.J.A.C. 7:36-25.11 (for unfunded parkland)
2. Scheduling the use of facilities either funded by Green Acres or located on parkland acquired with Green Acres assistance (funded parkland) is allowable, provided that such programmed uses are not exclusive or discriminatory and that adequate provisions are made for non-scheduled use. N.J.A.C. 7:36-25.9. The Department does not regulate the scheduling of facilities on unfunded parkland. N.J.A.C. 7:36-25.11.
3. Fees for use of directly funded sites are allowable. Differential fees for use by non-residents or different categories of users may also be charged but must be discussed with OTPLA to ensure they are equitable. All revenues derived from use or operation of a directly funded site must be used by the local government for the operation, maintenance, or capital expenses of either that park facility or their funded parkland or recreation system as a whole. A nonprofit must use any revenues derived from the use or operation of a funded site for either that park facility or other permanently preserved recreation and conservation land owned by the nonprofit. N.J.A.C. 7:36-25.9. The Department does not regulate the fees for use of unfunded parkland. N.J.A.C. 7:36-25.11.
4. Structures being acquired or developed with Green Acres funding, or new construction on funded parkland after a property is acquired by a local government or nonprofit, must be used exclusively in support of public outdoor recreation and conservation purposes and must be approved in advance by OTPLA. This condition will be included in the project agreement if the project is approved. Many compliance problems result from the use of such structures for ineligible purposes. To avoid such problems, local governments and nonprofits must discuss proposed future uses of structures with Green Acres and OTPLA, both during and after the funding process, to ensure that such uses are allowable. N.J.A.C. 7:36-25.7. The requirements for new construction or use of structures on unfunded parkland are similar to those that apply to funded parkland, but structures on unfunded parkland may be used for public indoor recreation as well as support of outdoor recreation. N.J.A.C. 7:36-25.8.
5. Leasing of Green Acres encumbered parkland for agricultural purposes is allowable as an interim parkland management tool but is not allowed as a permanent use of parkland. Farm leases on

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funded parkland must be approved by OTPLA and are subject to specific requirements in N.J.A.C. 7:36-25.13. Clearing of trees for agricultural use is not allowed on Green Acres encumbered parkland. Public access is required after closing, even if the property is leased.

6. Compliance inspections of funded parkland are conducted by OTPLA every three years. If noncompliance is identified and not corrected in a timely fashion, Green Acres, in consultation with OTPLA, may suspend payments on active projects and the local government or nonprofit will not be eligible for future Green Acres funding. Additional information about post-funding responsibilities can be found at [what-to-expect-when-we-re-inspecting-otpla.pdf \(nj.gov\)](#)
7. Parkland must not be sold, leased, exchanged, or donated except to the State, or local government unit, a qualifying tax-exempt nonprofit organization, or the Federal government for recreation and conservation purposes (and then only with the prior written approval of the Commissioner).

Support

Technical Support

All interested applicants are encouraged to contact Green Acres *as early as possible* to discuss project eligibility, program priorities, and application procedures. Staff are available for assistance throughout project planning, application preparation, and project management.

Upcoming Information Sessions

Green Acres will be hosting virtual application information sessions, on:

- November 13, 2023 - Application overview and Q&A (see below)
- December 13, 2023 - Application Q&A
- January 17, 2024 - Application Q&A

On November 13th, two virtual application information sessions will be held:

- 10:00am to 11:30pm for Acquisition projects (including Green Acres and Urban Parks), and
- 1:00pm to 2:30pm for Park Development (Green Acres and Urban Parks), Stewardship, and Jake's Law projects.

The December 13th and January 17th virtual application information sessions are for all projects and will be held from 10:00am to 11:00am.

Notices will be sent to stakeholders, and links to the virtual application information sessions will be posted on the Green Acres website. The virtual application information sessions will be recorded, and the recordings also will be available on the Green Acres website. Green Acres will hold additional information sessions on project management topics for successful applicants and those with previously approved projects.

Green Acres Contacts

Please reach out to the appropriate project manager regarding application questions. Email outreach is recommended. The [Green Acres contact list](#) can be found on the website, or general questions may be directed to GreenAcresApplications@dep.nj.gov, or (609) 984-0500.

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FORMS & SAMPLES

LOCAL & NONPROFIT ASSISTANCE PROGRAM

Jake's Law Playground Funding Application Form

Complete and submit application with all required attachments by February 7, 2024, through the Green Acres website. Instructions for submitting your application can be found at www.NJGreenAcres.org.

PROJECT INFORMATION

Project Title: _____

Project Sponsor: _____

Project Description:

All projects must comply with the regulations established by the Department of Community Affairs at. ([N.J.A.C. 5:23-7.19, 7.31, 11.2, and 11.4](#)). On a separate page, please briefly address each of the following in order. This information will be used to determine project eligibility.

1. Description of the property, including:
 - a. Physical site characteristics and features
 - b. Existing land use, including any indoor recreation facilities and/or non-recreation uses
 - c. Pre-existing and planned rights-of-way, easements, reversionary interests, or other legal rights and restrictions impacting the property
2. Please indicate if this proposal will create a new public park
3. Project scope - Please provide a bulleted list of proposed improvements, including specific facilities and general site improvements.* For each listed improvement:
 - a. Please note whether each proposed improvement is an addition to the park, a rehabilitation of an existing facility, or if the improvement will replace an existing facility
 - b. Please explain why it is needed

**If part of a larger project, please only include proposed improvements that are included in the cost estimate for this phase.*

SITE INFORMATION

Property Address:

Street Address or Nearest Intersection	
Municipality(ies)	
County	

Property Lot(s) and Acreage(s) *(attach additional pages, if necessary):*

Block	Lot	Owned by:	Total Lot Acreage	Acreage to be Developed
Total Acreage to be Developed:				

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Is the property identified as historic on the NJDEP Historic Preservation Office LUCY Online Map Viewer? (See instructions in [Tools / References](#) for how to identify if a property is a historic site.)

Yes _____ No _____

Are there any structures located on the project site?

Yes _____ No _____

If yes, please describe the intended use of the structure(s) (must be in support of outdoor recreation) or if they will be demolished _____

Is the project site a current or former landfill site, known or suspected hazardous waste site, or adjacent to (or affected by) such sites?

Yes _____ No _____

If yes, please explain:

How far away from the project site is the nearest inclusive playground?

_____ miles

State Legislative District of Project Site: _____ **Congressional District of Project Site:** _____

FUNDING REQUEST

Total Estimated Cost of Project (see attached [Allowable Costs Green Acres rules excerpt](#)):

Construction (including contingency)	\$
Engineering & Construction Supervision/Inspection (Limited to 13% of eligible and completed construction costs) x 0.13=	\$
Preliminary Assessment Report (& Site Investigation Report, if necessary)	\$
Permit Fees	\$
Incidental Costs (Limited to 2% of eligible and completed construction costs) x 0.02=	\$
Total Project Cost*	\$

* Please round total cost up to next \$1,000.

Green Acres Funding Request:

Total Project Cost (from above)	\$
x Eligible Grant 75%	x 0.75
= Eligible Green Acres Grant	\$
Grant Request	\$
Loan Request	\$

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Has this property received previous Green Acres funding (acquisition, development, or stewardship)?

Yes _____ No _____

If yes, please list year, project # (if known), and funding recipient (if not applicant): _____

Has the applicant or partners received any funding awards from other sources for this project, or are any applications pending? Yes _____ No _____

If yes, please list source, amount, and deadline to use funds: _____

PUBLIC ENGAGEMENT

Please describe the public engagement process that led to the development of this proposal and how the public was involved. Please submit documentation of public engagement efforts and discuss how the results were incorporated into the project design. Public engagement must include outreach during the project planning stage. Please do not discuss the required public hearing in this section, as the hearing does not satisfy the application public outreach requirement.

POST-DEVELOPMENT INFORMATION

Please give a detailed breakdown of anticipated operation and maintenance costs:

Are these costs greater than current site costs? If so, by what amount?

What will be the source of funds for the operation and maintenance costs?

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SPONSOR INFORMATION

Project Sponsor:

Name of Local Government	
Street Address	
City, State, Zip	
Webpage Address	
Tax ID Number	

Chief Executive Officer:

Name		Telephone	
Title		Email	

Current Community Profile:

(County applications should provide information based on the anticipated service area of the project.)

Population		Year	
Area (square miles)		Population/Square Mile	
Population with Disability*		Population Age Under 18 with Disability*	

* Figures available from Rutgers' [Disability Snapshot website](#).

Contact for Application Questions:

Name	
Title	
Street Address	
City, State, Zip	
Telephone	
Cell Phone	
Email Address	

Contact for Project Management if Project is Funded *(if different than Application Contact):*

Name	
Title	
Street Address	
City, State, Zip	
Telephone	
Cell Phone	
Email Address	

SIGNATURES (2)

I, _____ (name of official authorized by the governing body resolution), hereby certify that the information provided within this Green Acres Program Application Form is complete and true.

Date

Signature of official authorized to submit application*

*** Must be individual authorized by attached Enabling Resolution or application will be disqualified**

I, _____ (name of Chief Financial Officer), have reviewed the likely funding award for this project (see [Funding Round Cap](#)) and hereby certify that the financial information in the attached Governing Body Enabling Resolution, including #2 and #3, is accurate.

Date

Signature of Chief Financial Officer

Application Checklist – Jake’s Law Playground Projects

Application materials must be submitted electronically in pdf form through the Green Acres website by **5:00pm on February 7, 2024**. Instructions for submitting your application can be found at www.NJGreenAcres.org.

NOTE: This checklist should be returned with the completed application. If the starred item (*) is not applicable, please indicate ‘N/A’ next to that item. All other required items must be submitted. Specific instructions for each submission follow the checklist.

REQUIRED ITEMS – All applicants	
	Application Form
	Environmental Impact Assessment
	Governing Body Resolution
	Anticipated Project Schedule
	Units & Quantities Cost Estimate
	Tax Record for Each Tax Lot to be Developed
	Official Tax Map with Project Location Highlighted
	Aerial of Project Location with Streets Identified
	Concept Plan with Checklist
	* Conceptual Floor Plan of Any Structure to be Developed
	Photographs of the Project Site
	List of Permits Anticipated to be Required for the Project
	Public Hearing Checklist
	Proof of Publication for Public Hearing Website Notice and Newspaper Advertisement
	Public Hearing Minutes
	Recreation and Open Space Inventory (ROSI) Form
	Notification to Municipality(ies)
OPTIONAL ITEMS – All Applicants	
	* Existing Property Survey (if available)
	* Letters of Support

Tips For Each Application Checklist Item

JAKE'S LAW PLAYGROUND FUNDING

REQUIRED ITEMS – All applicants

Application Form

Please make sure that/please note:

- All questions are answered
- Project sponsor is the local government that is requesting funding
- Each bullet point in Project Description is addressed
- All tax lots for the subject property are listed separately with separate acreage figures
- Historic properties – see *How to Figure Out if a Proposed Project Site is Historic* in [Tools / References](#)
- Funding figures
 - Please review [Allowable Costs excerpt from the Green Acres rules](#)
 - Please contact Green Acres to review project cost and request figures
- Examples of documentation that can be submitted for public engagement efforts:
 - Copy of digital or paper survey and tabulated survey results
 - Copies of flyers, ads, and/or mailings advertising public engagement opportunities/meetings
 - Photos of public open house meeting, charrette, feedback sessions, focus groups, idea boards
 - Screen shots of social media posts soliciting public input
- Project contact is someone who the Green Acres Program can ask questions to about the application
- If the applicant would like us to send project-related correspondence to another contact person if funding is awarded to the project, please list information for that individual as well
- If a consultant is listed for both/either contact, please specify if there is a municipal or county contact who should be copied on correspondence
- Form is signed by individual identified in the “NOW, THEREFORE, BE IT RESOLVED...” paragraph of the applicant’s Enabling Resolution
- Form is signed by the Chief Financial Officer

Environmental Impact Assessment

Please make sure that/please note:

- The [Environmental Impact Assessment](#) is completed with care and accuracy, as it will be closely reviewed to ensure consistency with DEP priorities
- The Environmental Impact Analysis of Proposed Action section in particular must address all anticipated and potential impacts of the project in detail
- Feel free to reach out to the appropriate Green Acres project manager if there are any questions about the new section on tree removal, which only needs to be completed if relevant to the proposed project

Governing Body Resolution

Please make sure that/please note:

- The enclosed form must be used, without changes
- Resolution amounts equal request amounts on the application form – In the event there is a discrepancy, the amounts listed in the resolution will be used.
- If not requesting loan, loan amount is listed as \$0
- Individual identified in “NOW, THEREFORE, BE IT RESOLVED...” paragraph is the same person who signs the application form (only one person should be listed)
- The applicant’s match is listed in #2

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It is important that the resolution is accurate, so please reach out to your Green Acres contact with any questions!

Anticipated Project Schedule

Please make sure that/please note:

- Estimated dates are provided for when each item will be addressed/completed
- The schedule demonstrates that each step of the proposed project has been planned so that it can be completed in the time allotted - i.e., the date for submitting for final payment is not past the two-year project period (given a hypothetical start date of July 1, 2024, ending no later than July 1, 2026).

Units & Quantities Cost Estimate

Please make sure that/please note:

- Estimate is prepared and signed by an authorized, licensed professional
- Remediation costs are not included (e.g., disposal of contaminated soil)
- Tree removal costs and site grading costs are broken out in separate lines
- Contingency is based solely on construction costs (i.e., not on engineering costs as well)
- If contingency is greater than 10%, an explanation must be provided
- Applicants should ensure that the project cost estimate includes all of the required elements of a Completely Inclusive Playground (see § 5:23-11.4(e) for details)

Tax Record for Each Tax Lot to be Developed

Official Tax Map with Project Location Highlighted

Please submit an official tax map; GIS tax lot outlines do not include notations (e.g., drainage easements, etc.).

Aerial of Project Location with Streets Identified

Please make sure that the map is submitted in color (no black and white scans, please).

Concept Plan with Checklist

Please make sure that/please note:

- All items listed on checklist are included on the map
- The map is submitted in color (no black and white scans, please)

Conceptual Floor Plan of Any Structure to be Developed

Please make sure that floor plan indicates the proposed use of any rooms/spaces in the structure to be developed. All structures must be used in support of the Completely Inclusive Playground.

Photographs of the Project Site

Please make sure that/please note:

- The photos are submitted in color (no black and white scans, please)
- If possible, property should not be snow-covered in photos

List of Permits Anticipated to be Required for the Project

Please make sure that/please note:

- The list demonstrates that the applicant has reached out to all applicable permitting agencies to obtain permit information/application materials prior to the submission of the Green Acres application
- For projects in the Highlands, the Meadowlands, or the Pinelands, the list should note that the applicant has consulted with the Highlands Council, Sports and Exhibition Authority (for projects in the Meadowlands), or Pinelands Commission, as applicable, to discuss the proposed project prior to applying

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Public Hearing Checklist

Please make sure that all items on the checklist are checked off. If not, there is a strong chance that the application will be disqualified. Please reach out to the appropriate Green Acres project manager with any questions about the public hearing requirements.

Proof of Publication for Public Hearing Website and Newspaper Advertisements

Please see [Public Hearing Checklist](#) for requirements

Public Hearing Minutes

Please see [Public Hearing Checklist](#) for requirements

Recreation and Open Space Inventory (ROSI) Form

Please make sure that/please note:

- The ROSI is submitted in the Excel spreadsheet format (see [Recreation and Open Space Inventory \(ROSI\) Form](#))
- ROSI is filled in according to instructions provided in the first tab of the spreadsheet form
- Each tax lot is listed on a separate line, unless it is listed as an additional lot in the tax records
- Both the Total Lot Acres and GA Encumbered Acres columns are filled in, with partial lot encumbrances reflected in the smaller acreage figure in the GA Encumbered Acres column
- Listings are confirmed against municipal tax maps and/or GIS shape files
- All the tax lots listed as part of the subject property on the application form are included on the ROSI
- ROSI has all required signatures
- ROSI is dated within the last 12 months.
- **Please note:** Applicants should refer to previously provided ROSIs found at <https://dep.nj.gov/otpla/rosi/>, but a printout from that page is not an acceptable ROSI submission.

Official Map of the Local Government, Keyed to ROSI

Please make sure that the map is submitted in color (no black and white scans, please).

OPTIONAL ITEMS

Existing Property Survey (if available)

Letters of Support

Please make sure that/please note:

- Letters reference project scope that matches application
- Letters note why the particular writer/organization supports the project
- Looking for letters from current/future park users, environmental commission, shade tree commission, recreation advisory board, community groups that will benefit from the project, etc.
- Strongly encourage submission of a letter of support from the municipality(ies) in which the project is located

Environmental Impact Assessment Outline

As part of the Green Acres funding proposal, each applicant must collect, evaluate, and present pertinent environmental information necessary to ascertain the suitability of the site for the activities proposed. Please review and consider the applicable Landscape Project maps and reports, developed by DEP Fish and Wildlife, during the preparation of the environmental assessment. Information can be found on the [Landscape Project](#) website or by emailing [Fish and Wildlife](#).

1. DESCRIPTION OF THE PROPOSED PROJECT

- a. Briefly describe the total development project
- b. State objectives of the project
- c. Fully describe multi-phase projects

2. DESCRIPTION OF THE ENVIRONMENT

Describe existing environmental features:

- a. vegetation
- b. wildlife, including State and federal threatened and endangered species and critical habitats
- c. geology, topography, and soils
- d. water resources/hydrology
- e. historic/archeological resources
- f. transportation/access to site
- g. adjacent land uses/description of the surrounding neighborhood

3. ENVIRONMENTAL IMPACT ANALYSIS OF PROPOSED ACTION

Impacts are defined as direct or indirect changes to the existing environment, whether beneficial or adverse, that are anticipated to result from the proposed action or related future actions and uses. Any off-site impacts, such as increased traffic on neighborhood roads or increased noise levels in surrounding areas, should be described. Whenever possible, environmental impacts should be quantified (i.e., number of trees to be removed, cubic yards of cut/fill, etc.).

- a. Discuss all affected resources and the significance of each impact
- b. Discuss short-term and long-term project impacts
- c. Discuss anticipated increase in recreation and overall use of site over time
- d. Identify adjacent environmental features that may be affected by the proposal
- e. List any permits required for project and brief status (i.e., waterfront development)
- f. For development that would impact an undisturbed portion of the project site, the local government must submit a [Natural Heritage Data Request Form](#) to the DEP's Office of Natural Lands Management (form available through website or by writing to Natural Heritage Program, PO Box 404, Trenton, New Jersey 08625-0404). Please attach and discuss the results of the search.
- g. Discuss if/how the project may be impacted by sea level rise and any related design considerations.

4. ALTERNATIVES TO THE PROPOSED ACTION

- a. Identify alternate sites
- b. Discuss alternate levels and types of development
- c. Compare environmental impacts of each alternative

5. MITIGATING MEASURES

Describe the measures that will be undertaken to mitigate adverse impacts

6. AUTHOR(S) AND QUALIFICATIONS

New Jersey Department of Environmental Protection
Green Acres Program

Tree Removal Evaluation Form

Applicant: _____

Block/Lot: _____

Project Name: _____

Location: _____

Municipality (*If different than applicant*): _____

Trees can provide a variety of ecological, social, and cultural services, including habitat for wildlife, public recreation, water filtration, decreasing ambient air temperatures, and carbon sequestration and storage. To ensure that park development projects support these benefits, applicants shall provide detailed information regarding any tree removal proposed as part of the project, as well as a discussion of alternatives to removing the trees. Projects that propose excessive tree removals will not be eligible for funding. **If more than 10 trees over 6" DBH* or more than 50% of the tree inventory at the project site are proposed to be removed, please contact Green Acres to discuss the proposed project before applying.**

Alternatives Review

1. Please discuss whether the proposed removal of any tree listed below could be avoided by relocating proposed facilities on the site:

2. Please discuss whether the proposed removal of any tree listed below could be avoided through trimming or securing (cabling, bracing):

Please estimate the current total number of trees in the project site: _____

Municipal Tree Ordinance

All applicants should adhere to any existing ordinance that governs tree removal while administering their park development or stewardship project, even if the ordinance would otherwise exempt the proposed project.

Tree Characteristics

Please complete the requested information for each tree over 6" DBH that is proposed to be removed. (Fallen trees should not be listed.)

Species	DBH	Condition (Healthy, Diseased, Damaged, Dead)	Exceptional Specimen?	Historically Significant?	Significant Ecological Value?	Located in Riparian Zone?	Located on Steep Slope?	Additional Notes

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*** Definitions:**

DBH = Diameter at Breast Height – Tree diameter measured 4.5 feet from ground level on the downhill side of the tree.

Exceptional Specimen – A tree that is particularly impressive or unusual example of a species due to its size, shape, age, or any other trait that epitomizes the character of the species.

Historically Significant – A tree that is associated with a notable local or regional historic event, person, structure, or landscape.

Significant Ecological Value – A tree that provides greater than average ecological benefits, e.g., by providing food or shelter to threatened or endangered wildlife.

Riparian Zone – Land and vegetation within and directly adjacent to all surface water bodies including, but not limited to lakes, ponds, reservoirs, perennial and intermittent streams, up to and including their point of origin, such as seeps and springs.

Steep Slopes – Areas with slopes greater than 15 percent.

Certification

I certify that the information provided is accurate and complete to the best of my knowledge. (*Signature does not imply an endorsement of the proposed project.*)

Signature Date: _____

Print Name Title (check one): ☐ Chairperson, Shade Tree Commission
☐ Chairperson, Environmental Commission
☐ NJ Licensed Tree Expert

GREEN ACRES APPLICATION Enabling Resolution Template

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides grants and/or loans to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition, development, and stewardship of lands for outdoor recreation and conservation purposes; and

WHEREAS, the _____ (*name of applicant*) desires to further the public interest by obtaining funding in the amount of \$ _____, in the form of a \$ _____ matching grant and, if available, a \$ _____ loan, from the State to fund the following project(s): (*project title*) _____ at a cost of \$ _____ (*total project cost*);

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations, and applicable statutes, and is willing to enter into an agreement with the State for the above-named project;

NOW, THEREFORE, the governing body/board resolves that:

1. _____ (*name of authorized official*) or the successor to the office of _____ (*title of authorized official*) is hereby authorized to:
 - a. make application for such a loan and/or such a grant,
 - b. provide additional application information and furnish such documents as may be required, and
 - c. act as the authorized correspondent of the above-named applicant;
2. The applicant agrees to provide its matching share to the Green Acres funding request, if a match is required, in the amount of \$ _____;
3. In the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;
4. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
5. This resolution shall take effect immediately.

CERTIFICATION

I, _____ (*name and title of Secretary or equivalent*) do hereby certify that the foregoing is a true copy of a resolution adopted by _____ (*name of legal body or board*) at a meeting held on the _____ day of _____, 20____.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this _____ day of _____, 20____.

(*name and title of Secretary or equivalent*)

Anticipated Project Schedule JAKE'S LAW PLAYGROUND FUNDING

The project period will be **two years** from the date of the executed project agreement. In estimating a project schedule, please assume a hypothetical July 1, 2024, agreement date. If approved, this project schedule will be adjusted to the actual agreement date. Regular reporting will be required to ensure continuous progress.

- | | <u>Approximate Date</u> |
|--|-------------------------|
| 1. Obtain and submit Preliminary Assessment Report
<i>(Resolution of any Areas of Concern
should occur concurrent with subsequent
steps.)</i> | _____ |
| 2. Complete project design, pending permit approvals | _____ |
| 3. Obtain permit approvals from appropriate agencies | _____ |
| 4. Finalize bid package/submit to GA for pre-bid approval | _____ |
| 5. Advertise for bids | _____ |
| 6. Award construction contract | _____ |
| 7. Begin construction | _____ |
| 8. Complete construction | _____ |
| 9. Submit for final payment | _____ |

Comments: _____

Concept Plan Checklist

The Concept Plan is the basis for Green Acres project evaluation. The size of this map should be 11" x 17" or larger and the map must include the information listed below. The Concept Plan must be prepared by a licensed professional, who should also complete this checklist. The plan should be generated using AutoCAD or Geographic Information System (GIS) technology; the layers required by the Green Acres Program are available from the DEP's GIS GeoWeb.

This checklist should be returned with the completed application. If any items are not applicable, please indicate with "N/A" next to that item. The following are required elements of the concept plan:

1. ____ Project name and location
2. ____ Block and lot numbers and municipality(ies) in which the project is located
3. ____ North arrow and scale of map
4. ____ Adjacent streets, labeled; if there are no adjacent streets, the nearest street or landmark must be included as a reference point
5. ____ Existing improvements and facilities shown in approximate location on parcel and labeled
6. ____ Proposed improvements and facilities shown in approximate location on parcel and labeled, with approximate area delineated; a detail of the specific proposed playground equipment can be provided separately
7. ____ Any areas of proposed tree clearing noted (e.g., with "X" on top of the tree)
8. ____ Location of all known existing easements, road rights-of-way, and encroachments
9. ____ Location of all streams, rivers, waterbodies, and associated buffers
10. ____ Location of tidelands, available from the [Department's Bureau of GIS](#), as determined from New Jersey Tidelands claims maps, conveyance overlays, and atlas sheets
11. ____ Location of floodplain, as shown on the New Jersey State Flood Hazard Area maps prepared under the Flood Hazard Area Control Act, N.J.S.A. 58:16A50 et seq. and available from the [DEP Office of Engineering and Construction, Bureau of Dam Safety and Flood Control](#) or as determined from other State or Federal mapping or from a site delineation
12. ____ Location of coastal wetlands, as shown on maps prepared by the Department under the Wetlands Act of 1970, N.J.S.A. 13:9A1 et seq. and available from the [Department's Bureau of GIS](#)
13. ____ Location of freshwater wetlands, available from the [Department's Bureau of GIS](#)

If possible, the items listed above should be superimposed on the most recent aerial image of the site (aerials available from the [Department's Bureau of GIS](#)).

Public Hearing Checklist

PUBLIC NOTICE REQUIREMENTS

1. ____ Public hearing notice published on applicant's website at least 15 days prior to hearing (e.g., if the hearing is on January 30th, the notice must be posted on the website on/before January 15th).
Date of posting _____ Date of hearing _____
2. ____ Public hearing notice published in the official newspaper of the municipality in which the proposed project is located, preferably at least 15 days prior, but at a minimum 48 hours before the hearing.
Date of publication _____ Date of hearing _____
3. ____ Public hearing notice also published in a newspaper of general interest and circulation, preferably at least 15 days prior, but at a minimum 48 hours before the hearing.
Date of publication _____ Date of hearing _____
4. ____ The hearing notice published in the newspaper(s) as a display ad (encouraged) or a public notice.
5. ____ The hearing notice specifically mentioned the Green Acres application.
6. ____ The hearing notice on the website included a link to information about the application – the full application package or, at a minimum, the concept plan, cost estimate, and Environmental Impact Assessment.
7. ____ The hearing notice published in the newspaper(s) also included the link address for accessing the application information and instructions for how to access a hard copy of the application package.
8. ____ The hearing notice mentioned the park by name and provided the street location/nearest intersection.
9. ____ If public meeting was held remotely, meeting access information was included in the public notice.

PUBLIC HEARING REQUIREMENTS

1. ____ The public hearing was held in the evening, 6:00pm or later. (Meeting may start earlier as long as the Green Acres hearing is held at or after 6:00pm and the different times are noted in the public notice.)
2. ____ The public hearing was attended by a quorum of the elected governing body of the local government.
3. ____ Concept plan that conforms to the Concept Plan Checklist was presented at the public hearing.
4. ____ Applicant presented at the hearing the findings in the Impact Analysis and Mitigation Measures sections of the [Environmental Impact Assessment](#).
5. ____ Each public comment at the hearing was addressed.
6. ____ If the governing body voted on the Enabling Resolution at the same public meeting, the vote on the resolution took place *after* the public hearing was held.

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MEETING MINUTES REQUIREMENTS

1. ____ Public hearing minutes are being submitted with this application. (Draft minutes can be submitted prior to final approval by the governing body. Transcripts are also acceptable.)
2. ____ Minutes are in written form (no video or audio submissions).
3. ____ Complete meeting minutes are being submitted (not just a portion).
4. ____ The minutes include every public comment and the response for each.

Public Hearing Announcement Template

PURPOSE: *Applicant* is seeking funding through the State of NJ Green Acres Program for improvements at *park name* located at *street address and nearest intersection* in *municipality*.

PROJECT SCOPE: *Applicant* proposes to create the following new facilities at *park name*: *name facilities*. A concept plan showing the proposed changes, a preliminary cost estimate, and an environmental impact assessment for the project can be found at: *website address*.

PUBLIC HEARING INFORMATION: The public is encouraged to attend a public hearing to learn more about the proposal and to ask questions or provide comments on the proposed plan on *Day, Date, 2024*, at *Time*. The meeting will be held *In Person/Via (name virtual platform)*, *as part of the regularly scheduled Council meeting*. *If virtual, provide website link/call in number/access code for meeting here*. Written comments on the proposed application may be directed to *applicant contact's name, title, email address, and address*.

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TOOLS / REFERENCES

Funding Request Limits by Applicant Type

Type of Applicant	Max. # of Requests	Eligible Funding Program	Notes
Nonprofit	2	- Traditional Green Acres - Stewardship	
Municipality – Non-Urban Aid	3	- Traditional Green Acres - Stewardship - Jake’s Law	
Municipality – Urban Aid	4	- Traditional Green Acres - Stewardship - Jake’s Law - Urban Parks	- Urban Parks application project must be located within/easily accessible from an Overburdened Community Subject to Adverse Cumulative Stressors. - Municipality may ask to have the Urban Parks application rolled over into the Green Acres round if it is unsuccessful or underfunded, but it must indicate which request is the priority (Urban Parks rollover or Green Acres request), since both cannot be funded.
County	4	- Traditional Green Acres - Stewardship - Jake’s Law - Urban Parks	- Urban Parks application project must be located within/easily accessible from an Overburdened Community Subject to Adverse Cumulative Stressors in an Urban Aid Municipality. - County may ask to have the Urban Parks application rolled over into the Green Acres round if it is unsuccessful or underfunded, but it must indicate which request is the priority (Urban Parks rollover or Green Acres request), since both cannot be funded.

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How to Find Out if A Proposed Project is Designated as Historic

Visit the [Historic Preservation Office](#) website.

[DEP Home](#) | [About DEP](#) | [Index by Topic](#) | [Programs/Units](#) | [DEP Online](#)

NEW JERSEY HISTORIC PRESERVATION OFFICE



PEOPLE, PROGRAMS & RESOURCES FOR NEW JERSEY'S HERITAGE...

New Jersey's Historic Preservation Office, located within the Department of Environmental Protection, brings expertise in a variety of fields essential to preserving historic resources.

We count among our staff historians, researchers, planners, architectural historians, architects, engineers, & archaeologists. We respond to more than 40,000 calls yearly from people working to preserve, protect and promote New Jersey's historic resources.

Whether you are interested in establishing a local historic district, nominating a building to the New Jersey and National Registers of Historic Places, or interested in restoring your house, you can find information and guidance by following the links on this page

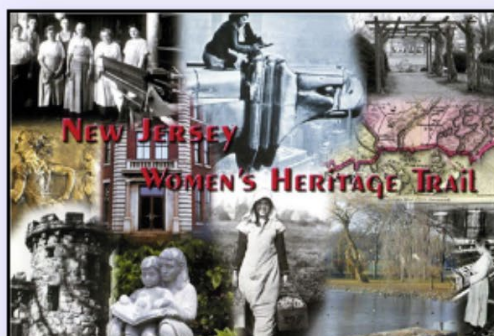
Click here to use
the link!

NEWS & HIGHLIGHTS:

- 2024 Certified Local Government Grant Round Opens October 1, 2023
- Recorded CLG Grant Training Available
- **NEW: NPS eSubmission Portal** for Historic Preservation Tax Incentives
- **HPO Email Submittal Form**
- **Updated: LUCY 2.0 Online Map Viewer** now available. (See GIS Page for additional info.)
- Now available: **New Jersey Comprehensive Statewide Historic Preservation Plan 2023-2028**
- HPO Diversity Initiative Hourly Position Available
- HPO Survey Report Search
- Flood Mitigation Handbook and Elevation Design Guidelines Now Available
- New Jersey Women's Sites Survey
- Archaeology of the Upper Delaware Valley by Dr. R. Michael Stewart
- New Jersey and National Registers Listings, by County



New Jersey Comprehensive Statewide Historic Preservation Plan 2023-2028

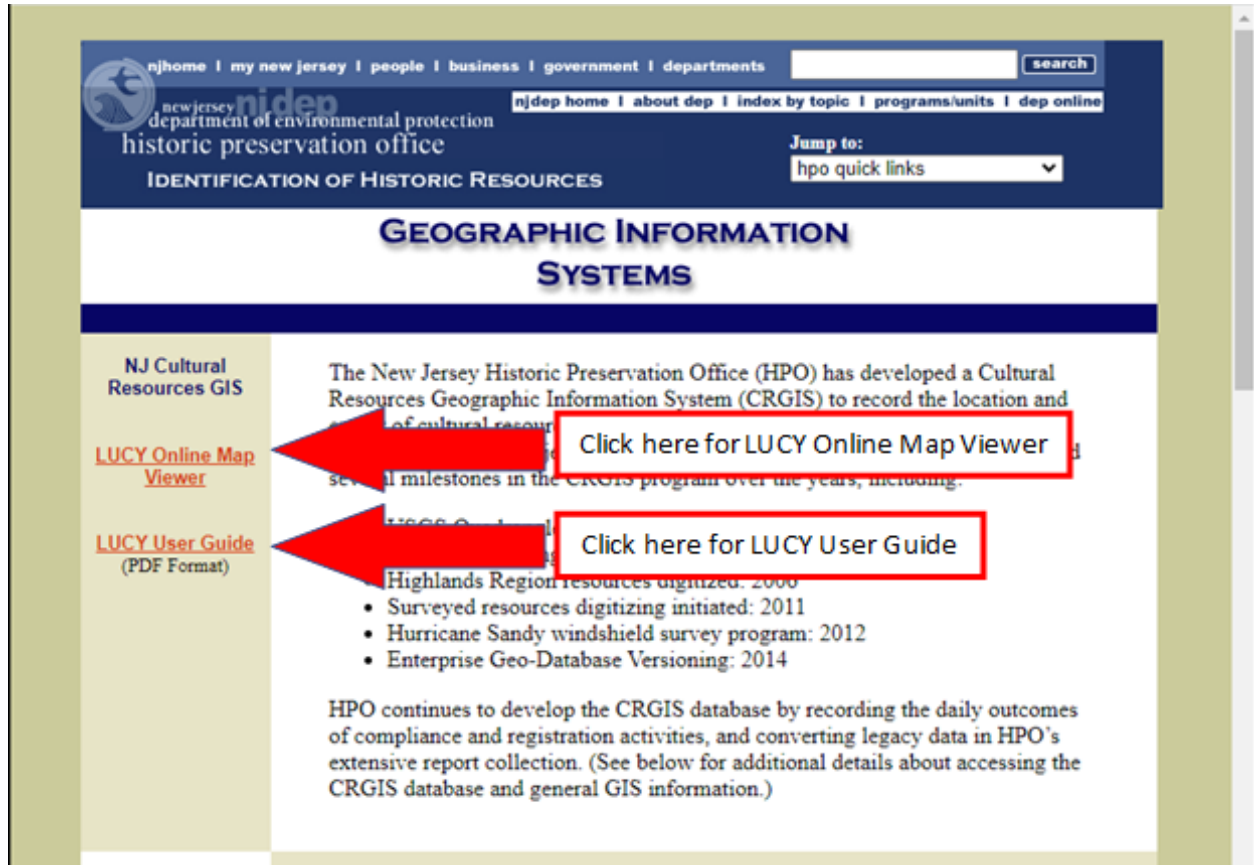


*Learn about the
NJ Women's Heritage Trail*

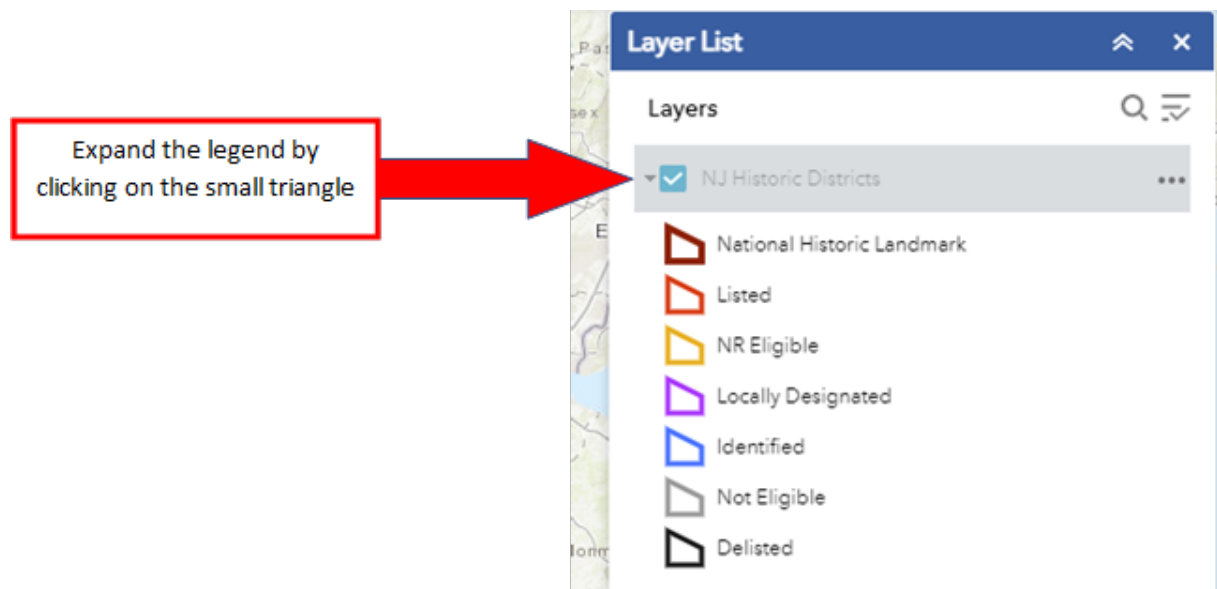
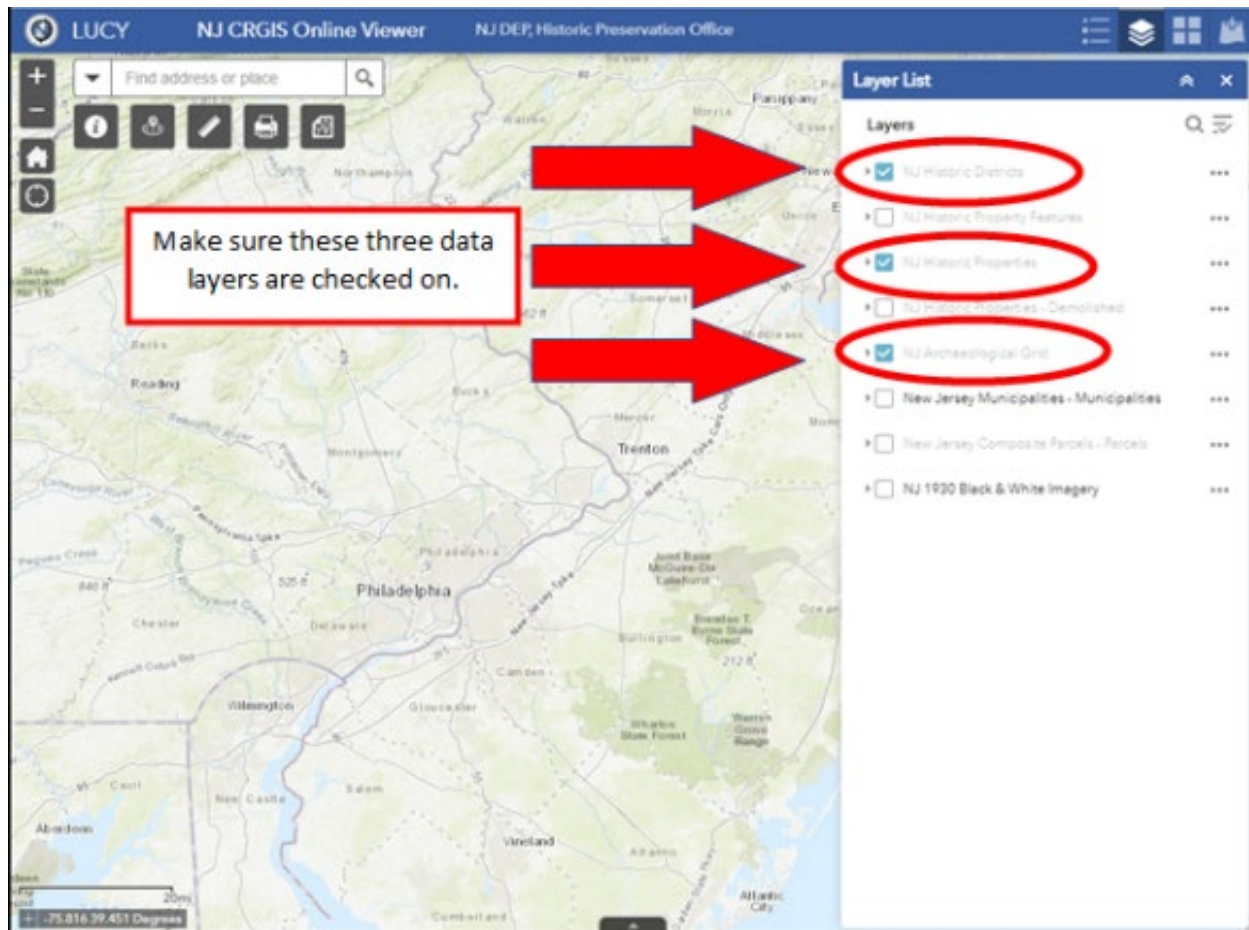
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LUCY = DEP's Historic Preservation Office identification of Historic Resources with Geographic Information System (GIS)

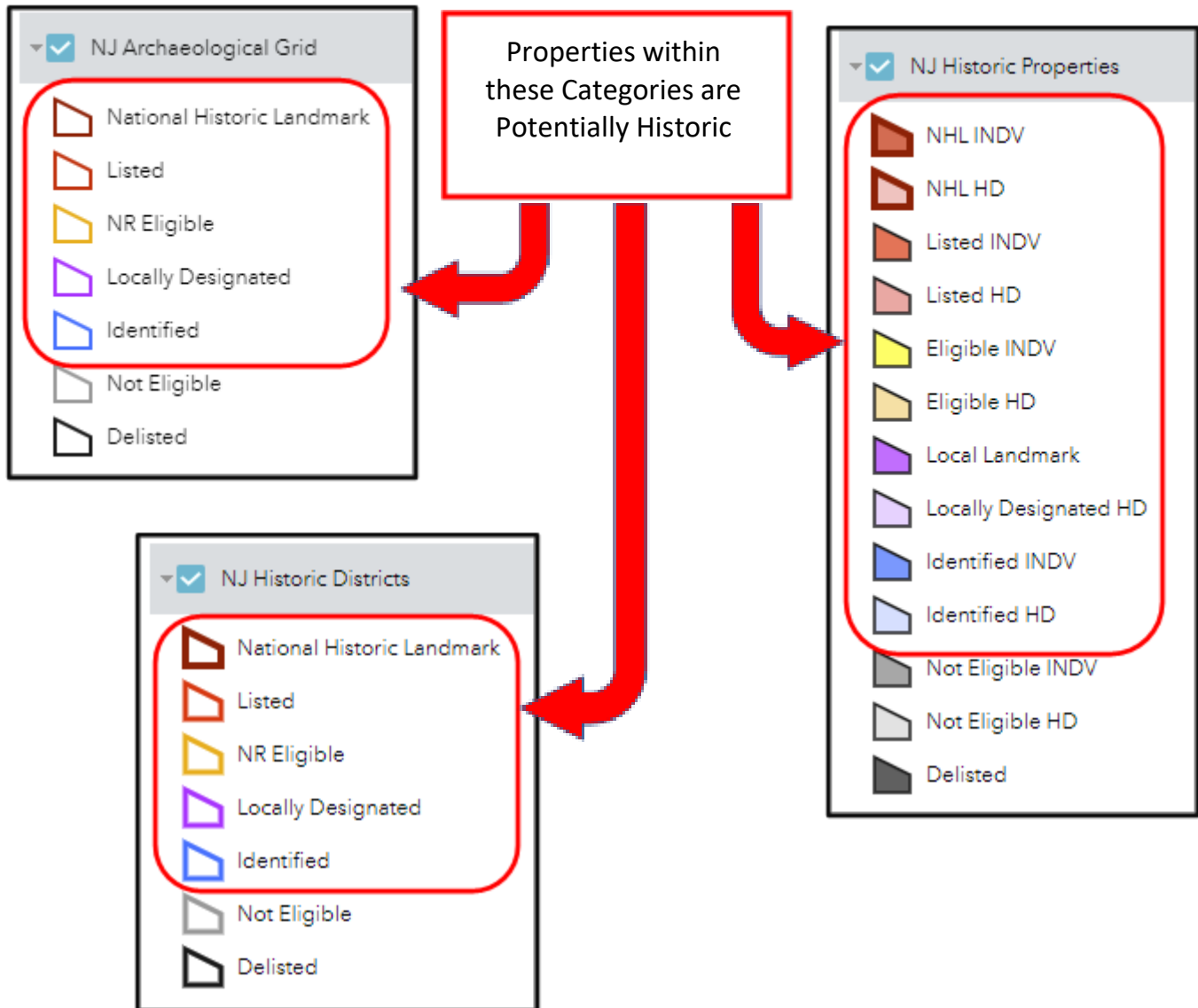
- [LUCY Online Map Viewer](#)
- [LUCY User Guide](#)



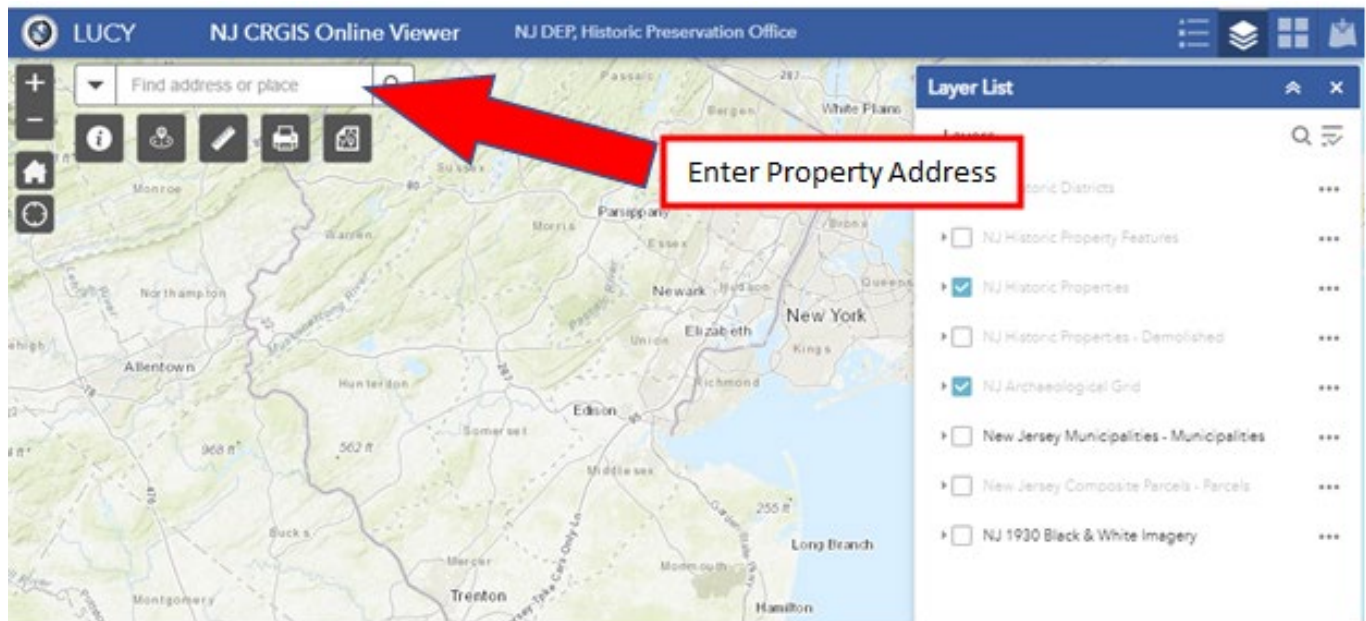
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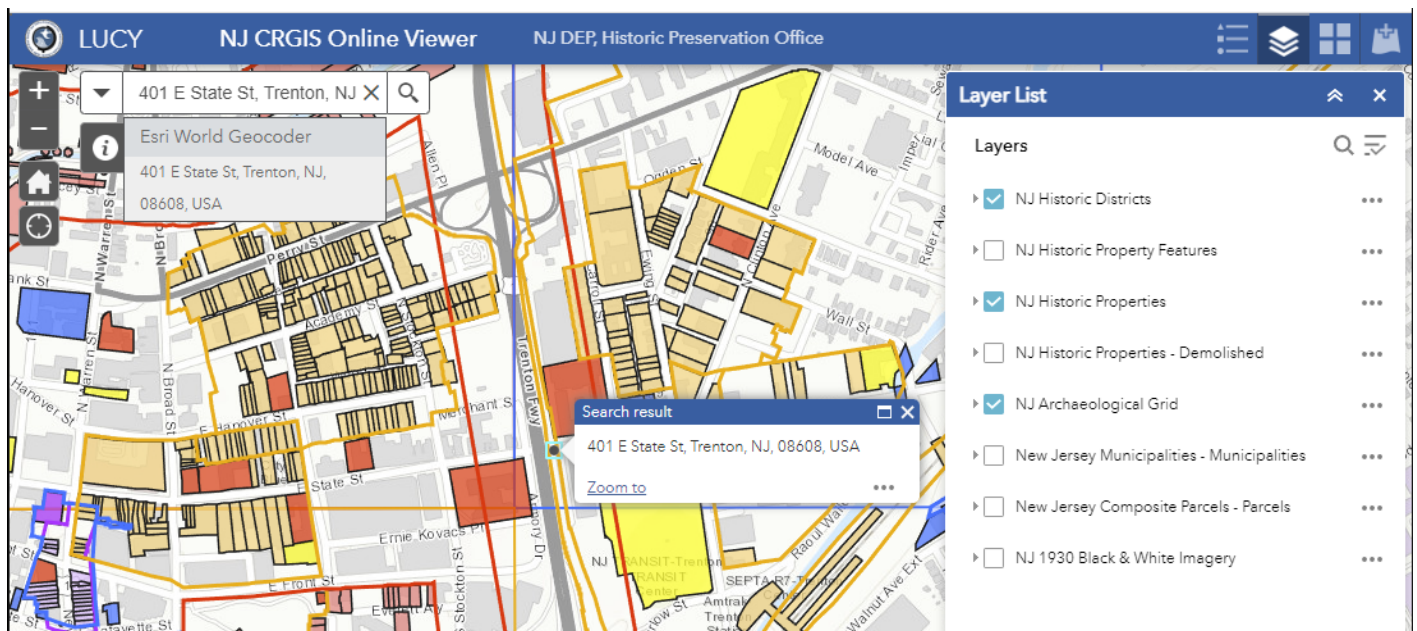
Please refer to the LUCY Guide for definitions of Historic Districts, Historic Properties and Archaeological Grids



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If the project site is highlighted or outlined in one of the colors circled above, check Yes for the application question: **Is the property identified as historic on the NJDEP Historic Preservation Office LUCY Online Map Viewer?** Otherwise, check No.



Allowable Costs (Local Governments) - Green Acres Rules Excerpt

N.J.A.C. 7:36-10.6 Allowable project costs

(a) For development projects, the following costs are allowable, provided the local government unit incurs such costs in conformance with all applicable laws, including the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.:

1. Construction costs;
2. Engineering costs associated with facility design and preparation of plans and specifications, supervision, and inspection, not to exceed 13 percent of the construction costs submitted by the local government unit and approved for Green Acres funding;
3. Incidental costs, individually itemized, associated with the implementation of the development project, including the cost of advertising, archaeological, architectural, conservation, financial, geological, historic research, hydrological, legal, or other professional advice, estimates, reports, services, or studies and the cost of preliminary planning and engineering necessary for the preparation of the application, provided such costs are not also included in the costs listed at (a)1 or 2 above. Incidental costs are limited to a maximum of two percent of the construction costs submitted by the local government unit and approved for Green Acres funding, or \$20,000, whichever is less;
4. Permit fees associated with the development project;
5. Costs of equipment required to make the facility operational; and
6. Costs of the preliminary assessment, when completed in accordance with N.J.A.C. 7:26E, as required under N.J.A.C. 7:36-13.4, and further testing as determined by the Department, based on findings and recommendations of the preliminary assessment.

(b) The following types of costs are not allowable:

1. Administrative and operating costs and salaries and/or wages of any employee of the local government unit incurred as part of the development project;
2. Costs associated with an application for Green Acres funding that the Garden State Preservation Trust does not approve under N.J.A.C. 7:36-13.3;
3. Remediation work done to address any areas of concern, as defined under the Technical Requirements for Site Remediation, N.J.A.C. 7:25E, that are identified in the preliminary assessment required under N.J.A.C. 7:36-13.4 or by other means; and
4. Costs in excess of the sum of the approved Green Acres funding plus the local government unit's matching share, if required, unless Green Acres has approved a request for supplemental funding under N.J.A.C. 7:36-14.3.

Helpful Links

Click on name of link to access. If unsuccessful, hold down the Ctrl button while clicking.

POTENTIAL FUNDING SOURCES

- County open space funds
 - [Atlantic County](#)
 - [Bergen County](#)
 - [Burlington County](#)
 - [Camden County](#)
 - [Cape May County](#)
 - [Cumberland County](#)
 - [Essex County](#)
 - [Gloucester County](#)
 - [Hudson County](#)
 - [Hunterdon County](#)
 - [Mercer County](#)
 - [Middlesex County](#)
 - [Monmouth County](#)
 - [Morris County](#)
 - [Ocean County](#)
 - [Passaic County](#)
 - [Salem County](#)
 - [Somerset County](#)
 - [Sussex County](#)
 - [Union County](#)
 - [Warren County](#)
- General Open Space/Recreation/Community Development Grant Programs
 - o [DCA Local Recreation Improvement Grant Program](#)
 - o [American Water's Building Better Communities Grant Program](#) (administered by National Recreation and Park Association)
 - o [DCA Community Development Block Grants](#)
 - o [USDA Community Facilities Grant](#)
 - o [DCA Neighborhood Revitalization Tax Credit \(nonprofits working in certain municipalities\)](#)
 - o [William Penn Foundation](#) (Greater Philadelphia region)
 - o [Open Space Institute](#)
 - o [DEP Office of Natural Resource Restoration](#)
- Grant Programs for Specific Types of Improvements
 - o [New Jersey Urban and Community Forestry Grants](#)
 - o [319 Nonpoint Source Pollution Grants](#)
 - o [NJ Historic Trust Funding Programs](#) (cannot be used to match GA funding)
 - o [US Tennis Association Grants](#)
 - o [Boat U.S. Grants](#)
 - o [Boating Infrastructure Grant Program](#) (US Fish & Wildlife Service)
 - o [NBIG – National Boat Infrastructure Grant](#) (US Fish & Wildlife Service)
- Accessibility Grants
 - o [Recreation Opportunities for Individuals with Disabilities Grants \(DCA\)](#)
 - o [Inclusive Healthy Communities Grant Program \(IHC\)](#)

OTHER RESOURCES

- Green Acres & OTPLA Links
 - o [Green Acres](#)
 - o [Green Acres Regulations](#)
 - o [Application Forms](#)
 - o [Contacts List](#)
 - o [Office of Transactions and Public Land Administration, Public Land Compliance Section](#)
 - o [Recreation and Open Space Inventory \(ROSI\) Form](#)

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- Public Engagement in Park Planning Resources
 - [Community Engagement Resource Guide \(NRPA\)](#)
 - [Designing Parks Using Community-Based Planning](#) (California State Parks)
 - [Planning for Parks, Recreation, and Open Space in Your Community](#) (Washington State)
 - Examples of Park Planning Community Engagement Efforts:
 - [Carver County, MN](#)
 - [Portland, OR](#)
- Open Space and Recreation Facilities Mapping and Planning Resources
 - [SCORP](#)
 - [Outside, Together!](#)
 - [NJMAP / Conservation Blueprint](#)
 - [NJ-GeoWeb](#)
 - [NJ Community Asset Map](#)
 - [DEP-approved Public Access Plans](#)
 - [Healthy Communities NJ](#)
- Climate Mitigation and Resilience Resources
 - [DEP Climate Change Information](#)
 - [NJ Global Warming Response Act 80x50 Report](#)
 - [New Jersey's Flood Indicator Tool](#)
 - [Climate Friendly Parks](#)
 - [US Green Building Council](#)
- Environmental Justice Resources
 - [Office of Environmental Justice](#)
 - [Furthering the Promise](#)
 - [EJMAP](#)
- Historic Preservation Resources
 - [NJ State Historic Preservation Office](#)
 - [New Jersey Comprehensive Statewide Historic Preservation Plan](#)
 - [LUCY Online Map Viewer](#)
 - [LUCY User Guide](#)
 - [New Jersey and National Registers of Historic Places](#)
 - [Secretary of the Interior's Standards for the Treatment of Historic Properties](#)
 - [Secretary of the Interior's Guidelines for the Treatment of Cultural Landscapes](#)
- Accessibility Resources
 - [Americans with Disabilities Act](#)
 - [NJ Division of Disability Services](#)
 - [New Jersey Barrier Free Subcode](#) (Recreation: Sections 5:23-7.16 to 5.23-7.32)
 - [DCA Rules for Completely Inclusive Playgrounds](#)
 - [Disability Snapshots](#)
 - [Rutgers State Policy Lab – Increased Access to Nature and Outdoor Recreation for People with Disabilities](#)
- Tree Resources
 - [New Jersey Urban & Community Forestry Program](#)
 - [NJ State Approved Foresters](#)
 - [NJ Shade Tree Federation Information](#)
 - [Sample list of NJ Native Trees](#)

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- Trail Resources
 - [NJ Trails Program](#)
 - [Routine Trail Maintenance Costs per Mile](#)
- DEP Division of Science & Research Findings on Synthetic Turf:
 - [Environmental Health and Assessment](#)
- Resources for Contaminated Sites
 - [DEP Office of Brownfields Reuse](#)
 - [Hazardous Discharge Site Remediation Fund](#) (grants for site investigation and remediation)
- Public Contracts Information
 - [NJ Local Agency Procurement Laws](#)
 - [Local Public Contracts Law Contracting Thresholds](#)
 - [Prevailing Wage Rates on Construction-Related Public Works Projects](#)
- Nonprofit Compliance Links
 - [IRS Tax Exempt Organization Search](#)
 - [NJ DCA Charities Search](#)

N.J.A.C. 5:23-11.1

This file includes all Regulations adopted and published through the New Jersey Register, Vol. 55 No. 18,
September 18, 2023

**NJ - New Jersey Administrative Code > TITLE 5. COMMUNITY AFFAIRS > CHAPTER 23.
UNIFORM CONSTRUCTION CODE > SUBCHAPTER 11. PLAYGROUND SAFETY SUBCODE**

§ 5:23-11.1 Subcode adopted

(a) Pursuant to authority of P.L. 1999, c.50 ([N.J.S.A. 52:27D-123.9](#) et seq.), the Commissioner hereby adopts the playground safety guidelines of the United States Consumer Product Safety Commission, known as the 2010 edition of the "Handbook for Public Playground Safety" (Pub. No. 325). These guidelines are hereby adopted by reference as the Playground Safety Subcode for New Jersey.

1. Copies of these guidelines may be obtained from the United States Consumer Product Safety Commission, Office of Information and Public Affairs, Washington, DC 20207,
www.cpsc.gov/CPSCPUB/PUBS/325.pdf.

2. The "Handbook for Public Playground Safety" may be known and cited as the "Playground Safety Subcode."

(b) Only those guidelines that govern design, installation, inspection and maintenance of playgrounds and playground equipment shall be deemed to be mandatory. Guidelines concerning supervision and training of personnel shall be deemed to be advisory only.

History

HISTORY:

Amended by R.2011 d.135, effective May 16, 2011.

See: [43 N.J.R. 244\(a\)](#), [43 N.J.R. 1255\(a\)](#).

In the introductory paragraph of (a), substituted "2010" for "1997"; and in (a)1, inserted "
www.cpsc.gov/CPSCPUB/PUBS/325.pdf".

NEW JERSEY ADMINISTRATIVE CODE

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End of Document

N.J.A.C. 5:23-11.2

This file includes all Regulations adopted and published through the New Jersey Register, Vol. 55 No. 18,
September 18, 2023

**NJ - New Jersey Administrative Code > TITLE 5. COMMUNITY AFFAIRS > CHAPTER 23.
UNIFORM CONSTRUCTION CODE > SUBCHAPTER 11. PLAYGROUND SAFETY SUBCODE**

§ 5:23-11.2 Definitions

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

"Completely inclusive playground" shall mean a playground designated for public use for children two to five years of age or five to 12 years of age, with an accessible playground surface, a playground surface inspection, and maintenance schedule with the standards detailed in the Americans with Disabilities Act of 1990, [42 U.S.C. §§ 12101](#), et seq., and designed in accordance with the rules adopted pursuant to subsection b. of section 2 of P.L. 1999, c. 50 ([N.J.S.A. 52:27D-123.10](#)).

"Playground" shall mean an improved area designed, equipped, and set aside for play of six or more children, which is not intended for use as an athletic playing field or athletic court, and shall include any play equipment, surfacing, fencing, signs, internal pathways, internal land forms, vegetation, and related structures.

History

HISTORY:

Amended by R.2022 d.047, effective April 4, 2022.

See: [53 N.J.R. 1659\(a\)](#), [54 N.J.R. 545\(b\)](#).

Section was "Definition". Rewrote the section.

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N.J.A.C. 5:23-11.3

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§ 5:23-11.3 Enforcement of subcode

- (a) No permit shall be required for any element of playground construction that is not otherwise subject to the permit requirements of the State Uniform Construction Code.
- (b) Compliance with the requirements of this subcode shall be the responsibility of the manager of the facility, of the owner of the facility and of the agency responsible for the administration of the facility.
- (c) The facility manager and/or facility owner or agency responsible for administration of the facility shall certify in writing that any work performed complies with, and the facility is maintained in accordance with, all applicable provisions of this subcode and shall retain this certification on file.
- (d) Complaints regarding lack of compliance with this subcode shall be in writing and shall be directed to the facility manager and the facility owner or agency responsible for administration of the facility. The facility manager or owner or administering agency shall respond in writing within 30 days to any written complaint received detailing the position taken with respect to the complaint. If the facility manager or owner or administering agency fails to respond in a manner satisfactory to the party registering the complaint, then the party shall have recourse to the appeals process as set forth at [N.J.A.C. 5:23-2.38](#).

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[N.J.A.C. 5:23-11.4](#)

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§ 5:23-11.4 Compliance schedule

(a) All governmental and for-profit private entities operating playgrounds shall upgrade their playgrounds by replacement or improvement as necessary to comply with this subcode by October 18, 2004 for surfacing and by October 18, 2007 for all other elements, or, in the case of governmental entities, at such earlier date as State funds are made available for such purpose.

(b) All nonprofit entities operating playgrounds shall upgrade their playgrounds by replacement or improvement as necessary to comply with this subcode by October 18, 2004 for surfacing and by October 18, 2014 for all other elements.

(c) All newly constructed playgrounds built, and all new and replacement equipment installed, by a governmental, nonprofit or private for-profit entity more than six months after October 18, 1999 shall conform to the requirements of this subcode.

(d) All construction or alteration of playgrounds, playground equipment, and surfacing that are subject to the Playground Safety Subcode shall comply with the applicable provisions of the Barrier-Free Subcode ([N.J.A.C. 5:23-7](#)).

1. In accordance with [N.J.A.C. 5:23-7.19\(d\)](#) and ICC A117.1, Sections 302 and 303, surfaces of all routes and spaces required to be accessible shall be stable, firm, and slip-resistant. Sand and gravel shall, therefore, not be used as surfacing materials when new equipment is being installed, or a new safety surface is being put in place, and the barrier-free subcode is applicable.

(e) In addition to (c) and (d) above, completely inclusive playgrounds shall include the following:

1. Parking shall be provided in accordance with local municipal law.

i. Street parking installation shall be in conformance with the local municipal ordinance, including the accessible route, which shall include the installation of a curb cut.

ii. Lot and deck parking shall be accessible pursuant to Chapter 11 of the building subcode;

2. Unitary surfacing shall be provided in areas surrounding the playground equipment and on pathways to playground areas that are not connected.

i. Prior to selecting a site for construction of a completely inclusive playground, the applicant shall ensure that local, county, and State laws allow for the use of unitary surfacing in the desired area;

3. Where restroom facilities are provided, at least one facility shall be a family or assisted-use toilet room installed in accordance with Section 1110.2.1 of the building subcode;

4. Shading shall be provided. A minimum of 20 percent of the square footage of unitary surface and equipment of the playground shall be shaded. Priority may be given to areas that have seating or tables.

i. Shading may be provided by natural or man-made means;

§ 5:23-11.4 Compliance schedule

5. Fencing shall be provided around the playground.
 - i. Fencing material may include, but is not limited to, traditional fencing materials or natural barriers, such as hedges;
6. Play components that address the physical, sensory, cognitive, social, emotional, imaginative, and communication needs shall be provided. The applicability of these features shall be determined by the owner of the facility pursuant to the manufacturer's instructions; and
7. Quiet play areas shall be provided.
 - i. The playground manager shall identify the quiet play areas.

History

HISTORY:

Administrative correction.

See: [36 N.J.R. 170\(a\)](#).

Amended by R.2022 d.047, effective April 4, 2022.

See: [53 N.J.R. 1659\(a\)](#), [54 N.J.R. 545\(b\)](#).

In (d), updated the N.J.A.C. reference, inserted a comma following "firm", and deleted "therefore" preceding "applicable"; and added (e).

Administrative correction, effective August 9, 2023.

See: [55 N.J.R. 1875\(a\)](#).

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