

TOWNSHIP OF BYRAM
REORGANIZATION TOWNSHIP COUNCIL MEETING AGENDA
JANUARY 7, 2025
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.byrampwp.org/index.php/town_hall/township_council, and has been forwarded to those persons requesting notice.

3. ROLL CALL

4. FLAG SALUTE

5. INVOCATION by Russell Raffay

6. APPROVAL OF AGENDA

7. SWEARING IN OF BYRAM TOWNSHIP FIRE DEPARTMENT OFFICERS

Shawn Pond – Chief

Dave Morse - President

Derek Plantamura – Assist. Chief

Garrett Lonzello – Vice President

Dave Blakely – Captain

Vacant –Treasurer

Frank Dilberto – Captain

Andrea Zanetti - Secretary

Mark Hopkins – Lieut.

Gary Card – Lieut.

8. NOMINATION AND SELECTION OF DEPUTY MAYOR

9. COUNCIL APPOINTMENTS:

TOWNSHIP ATTORNEY

Tom Collins of Vogel, Chait, Collins & Schneider

LABOR ATTORNEY & CONFLICT ATTORNEY

Arthur R. Thibault Jr.

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

Daniel Bloch of Colliers Engineering & Design

Ricky Proctor – Class III	1 Year Term
Marie Raffay – Class IV	4 Year Term
Jeanine Colligan – Alternate I	2 Year Term

WATER QUALITY MANAGEMENT PLAN POLICY ADVISOR COMMITTEE (PAC)
Roxanne Sabatini – 1 Year Term

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

- **CLASS II PLANNING BOARD MEMBER** – Annelise DeMagistris - 1 Year Term
- **ENVIRONMENTAL COMMISSION** – Christine Aboulhosn, Eric Duch - 3 Year Terms

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

Andrew McElroy (BOH), Brian Lauridsen (Trails Committee)

- Regular & Closed Session Minutes of 12/17/2024

16. TOWNSHIP MANAGER, MAYOR AND COUNCIL REPORTS

- 17. 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
- 18. 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. 001-2025 – Resolution to Provide Temporary Budget Appropriations until the Adoption of the 2025 Current Fund Budget
 - B. Resolution No. 002-2025 – Resolution to Provide Temporary Budget Appropriations until the Adoption of the 2025 Sewer Utility Budget
 - C. Resolution No. 003-2025 – Custodian of Funds / Signatories
 - D. Resolution No. 004-2025 – Resolution Adopting the 2025 Cash Management Plan
 - E. Resolution No. 005-2025 – Resolution Authorizing the Chief Financial Officer to Maintain a Petty Cash Fund in the Amount of \$150.00
 - F. Resolution No. 006-2025 – 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. 007-2025 – 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. 008-2025 – Resolution of the Township of Byram, County of Sussex, State of New Jersey “Cancellation of Small Tax Balances”
 - I. Resolution No. 009-2025 – Resolution Designating Official Newspapers
 - J. Resolution No. 010-2025 – Annual Notice of the Calendar Dates of the Scheduled Meetings of the Byram Township Council from 01/01/2025-12/31/2025 and the Beginning of 2026
 - K. Resolution No. 011-2025 – 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. 012-2025 – Resolution Authorizing Annual Appointment of a Public Agency Compliance Officer (PACO) for the Township of Byram, Sussex County, New Jersey
 - M. Resolution No. 013-2025 – Resolution Appointing Tax Assessor and Municipal Attorney to Represent the Township of Byram before the County Board of Taxation for Calendar Year 2025
 - N. Resolution No. 014-2025 – Authorizing Appointment of Legal Counsel and Award of Professional Service Contract in Connection Therewith
 - O. Resolution No. 015-2025 – Authorizing Appointment of the Township Labor Counsel and Award of Professional Service Contract in Connection Therewith
 - P. Resolution No. 016-2025 – Authorizing Appointment of the Township Engineer and Award of Professional Service Contract in Connection Therewith
 - Q. Resolution No. 017-2025 – Authorizing Appointment of the Sewer Consulting Engineer and Award of Professional Service Contract in Connection Therewith
 - R. Resolution No. 018-2025 – Authorizing Appointment of Bond Counsel and Award of Professional Service Contract in Connection Therewith
 - S. Resolution No. 019-2025 – Authorizing Appointment of Township Planner and Award of Professional Service Contract in Connection Therewith
 - T. Resolution No. 020-2025 – Authorizing Appointment of the Township Auditor and Award of Professional Service Contract in Connection Therewith
 - U. Resolution No. 021-2025 – Resolution Authorizing the Execution of the 2025 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. 022-2025 – Resolution Authorizing Gracie & Harrigan Consulting Foresters, Inc., to Provide Various Forest Stewardship Services for the 2025 Season

- W. Resolution No. 023-2025 – Appointment of Darren Raymond for Appraisal Services Relating to the State Tax Court Residential Appeals
- X. Resolution No. 024-2025 – Appointment of Scott J. Holzhauer for Appraisal Services Relating to the State Tax Court Commercial Appeals
- Y. Resolution No. 025-2025 – Resolution Authorizing the Execution of Documents Associated with the Payroll Contract with R&L Data Centers
- Z. Resolution No. 026-2025 – 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. 027-2025 - Authorizing Appointment of The Township Architect and Award of Professional Service Contract in Connection Therewith
- BB. Resolution No. 028-2025 – Resolution of the Township of Byram Ratifying and Authorizing the Award of a Contract for Professional Services to French & Parrello Associates
- CC. Resolution No. 029-2025 – Award of a Professional Services Contract to Steven Weinberg of Community Action Services to Administer Byram Township’s Housing Rehabilitation Program
- DD. Resolution No. 030-2025 – Authorizing Appointment of the Township Special Prosecutor and Award of Professional Service Contract in Connection Therewith
- EE. Resolution No. 031-2025 – Authorizing Appointment of Consulting Township Planner and Award a Professional Service Contract in Connection Therewith
- FF. Resolution No. 032-2025 – Resolution for Removal of Deer Carcass from Byram Township Municipal Roadways
- GG. Resolution No. 033-2025 – A Resolution Authorizing the Employment and Contract for Professional Service to Stuart B. Klepesch, Esq. to Represent the Municipality in Foreclosure of Tax Sale Certificates Pursuant to the Tax Sale Law, Title 54 and Toher Related Services Associated Therein
- HH. Resolution No. 034-2025 – Adopting the Byram Township Employee Handbook – Version 7.0
- II. Resolution No. 035-2025 – Establishing Salaries for Non-Union Employees for Calendar Year 2025

19. BILL LIST – January 7, 2025

20. DISCUSSION ITEM

21. FUTURE AGENDA DISCUSSION ITEMS

22. PUBLIC PARTICIPATION II

23. RESOLUTION FOR EXECUTIVE SESSION

- a. Attorney Client Privilege Communication
 - General
 - Affordable Housing
- b. Personnel

24. RETURN TO OPEN SESSION

25. ADJOURNMENT

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 2025 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 7, 2025.

Cynthia Church, Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 001 – 2025**

**RESOLUTION TO PROVIDE TEMPORARY BUDGET APPROPRIATIONS
UNTIL THE ADOPTION OF THE 2025 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 2025; and,

WHEREAS, the 26.25% of the total appropriations in the 2024 Municipal Budget, exclusive of any appropriations made for debt service, capital improvement fund and public assistance, is the sum of \$3,069,081.18,

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 2025 Municipal Budget as follows:

<u>Department</u>	<u>Department Code</u>	<u>Amount</u>
See Attached Worksheet		
Total Temporary Budget		<u>\$2,812,725.00</u>
<u>Debt Service Payments:</u>		
BAN Principal	01-201-45-925-000	\$ 226,800.00
Bond Interest	01-201-45-930-000	\$ 1,760.00
Bond Anticipation Note Interest	01-201-45-935-000	<u>\$ 32,750.00</u>
Total Temporary Debt Service		<u>\$ 261,310.00</u>
Total Temporary Budget and Debt Service:		<u>\$3,074,035.00</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 7, 2025.

Cynthia Church, Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 002 – 2025**

**RESOLUTION TO PROVIDE TEMPORARY BUDGET APPROPRIATIONS
UNTIL THE ADOPTION OF THE 2025 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 2025; and,

WHEREAS, the 26.25% of the total appropriations in the 2024 Sewer Utility Budget, exclusive of any appropriations made for debt service, capital improvement fund and public assistance, is the sum of \$48,221.25,

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 2025 Sewer Utility Budget as follows:

<u>Department</u>	<u>Department Code</u>	<u>Amount</u>
Operating:		
Salaries & Wages	05-201-55-501-010	\$18,550.00
Other Expenses	05-201-55-502-020	\$11,800.00
Social Security	05-201-55-541-000	\$ 1,500.00
Musconetcong Sewer Fees	05-201-55-503-000	<u>\$16,350.00</u>
Total Temporary Budget		<u>\$48,200.00</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 7, 2025.

Cynthia Church, RMC
Township Clerk

TOWNSHIP OF BYRAM
RESOLUTION NO. 003 - 2025
CUSTODIAN OF FUNDS/SIGNATORIES

BE IT RESOLVED, by the Mayor and Council of the Township of Byram, effective January 1, 2025, 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 7, 2025.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 004 – 2025**

RESOLUTION ADOPTING THE 2025 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 7, 2025.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 005 – 2025**

**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, 2025 through December 31, 2025 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 7, 2025.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 006 – 2025**

**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; 24-TELE-71883
Office Supplies	WB Mason Co., Inc.	M-0052; 24-COMG-78752

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, 2025 to December 31, 2025.

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 7, 2025.

Cynthia Church, Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 007 – 2025**

**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 7, 2025.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 008 – 2025**

**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 7, 2025.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 009– 2025**

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, 2025 and ending December 31, 2025, 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 7, 2025.

Cynthia Church, RMC
Township Clerk

TOWNSHIP OF BYRAM
RESOLUTION NO. 010 - 2025

**ANNUAL NOTICE OF THE CALENDAR DATES OF THE SCHEDULED MEETINGS
OF THE BYRAM TOWNSHIP COUNCIL FROM 1/1/2025 – 12/31/2025 AND THE
BEGINNING OF 2026**

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 01/01/2025-12/31/2025 and in the beginning of 2026:

REGULAR MEETINGS

January		21- Budget Workshop Meeting – 6:30 p.m.
February	4	18
March	4	18
April	1	16*
May	6	20
June	4*	18
July	1	15
August		12*
September	2	16
October	7	21
November	5*	17*
December	2	16
January	6, 2026 - 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 7, 2025.

Cynthia Church, RMC
Township Clerk

RESOLUTION NO. 011-2025

**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 7, 2025.

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 – 2025**

**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 12/31/2025 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 7, 2025.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 013 – 2025**

**RESOLUTION APPOINTING TAX ASSESSOR AND MUNICIPAL
ATTORNEY TO REPRESENT THE TOWNSHIP OF BYRAM BEFORE
THE COUNTY BOARD OF TAXATION FOR CALENDAR YEAR 2025**

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 7, 2025.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 014 – 2025**

**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 1/1/2025-12/31/2025 at a rate not to exceed \$180.00 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 7, 2025.

Cynthia Church, Township Clerk

VOGEL, CHAIT, COLLINS AND SCHNEIDER

A PROFESSIONAL CORPORATION

THOMAS F. COLLINS, JR.
RICHARD L. SCHNEIDER
THOMAS J. MOLICA, JR.

DAVID H. SOLOWAY
OF COUNSEL

MEMBER N. J., N. Y. & GA. BARS

ATTORNEYS AT LAW

25 LINDSLEY DRIVE, SUITE 200

MORRISTOWN, NEW JERSEY 07960-4454

(973) 538-3800

E-MAIL: TCOLLINS@VCCSLAW.COM

TELECOPIERS

(973) 538-3002

(973) 538-8225

October 22, 2024

SENT VIA E-MAIL AND FEDERAL EXPRESS

Cynthia Church
Deputy Township Clerk
Township of Byram
10 Mansfield Drive
Stanhope, New Jersey 07874

Re: 2025 Proposal for Professional Services

Dear Cindy:

I am very interested in being reappointed as municipal attorney for 2025. Attached please find the proposed contract for the year 2025, as well as the Pay-to-Play documents. We find it necessary to increase our rate by \$5.00 per hour due to increased costs.

If you or the Mayor and Council have any questions, please call me at 201-919-1409.

Very truly yours,

VOGEL, CHAIT, COLLINS AND SCHNEIDER
A Professional Corporation

/s/ Thomas F. Collins, Jr.

Thomas F. Collins, Jr., Esq.

TFC:lf
Enclosures

**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, 2025 through December 31, 2025.

3. Consideration.

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

Attorney - \$180.00 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:

THOMAS F. COLLINS, JR., ESQ.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 015 - 2025**

**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 Arthur R. Thibault Jr., Esq. of Arpuzzese, McDermott, Mastro & Murphy, P.C. a professional services contract for the year 2025 at a rate of \$200.00 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, Arthur R. Thibault Jr., Esq. of Arpuzzese, McDermott, Mastro & Murphy, P.C. 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 Arthur R. Thibault Jr., Esq. of Arpuzzese, McDermott, Mastro & Murphy, P.C. 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 7, 2025.

Cynthia Church, RMC
Township Clerk



Law Offices

Apruzzese, McDermott, Mastro & Murphy

25 Independence Boulevard, Warren, N.J. 07059

www.ammm.com

Apruzzese, McDermott,
Mastro & Murphy, P.C.
(Established 1965)

Arthur R. Thibault Jr., Esq.
athibault@ammm.com

October 10, 2024

Via Federal Express

Cindy Church, Township Clerk
Byram Township
10 Mansfield Drive
Stanhope, New Jersey 07874

**Re: Byram Township
2025 Professional Services Agreement**

Dear Ms. Church:

Please thank the Mayor and Council for the opportunity to once again represent the Township as Labor Attorney. The firm and I greatly appreciate your trust and confidence and look forward to an enduring and successful relationship working with you, the Governing Body and Administration in the upcoming year.

Pursuant to your request, enclosed please find this firm's Professional Services Agreement for the year 2025 along with the following documents:

1. Executed Exhibit A: Mandatory Equal Employment Opportunity Language
2. Executed Business Entity Disclosure Certification
3. Executed Stockholder Disclosure Certification
4. Executed C. 271 Political Contributions Disclosure Form
5. Executed Statement of Ownership Disclosure
6. Certificate of Employee Information Report

Due to the current economic pressures municipalities are now facing, we are pleased to inform you that the firm's hourly rate for the Township for the year 2025 will remain at \$200/hour. Therefore, if the Agreement is acceptable to the Township, we ask that a fully executed copy of the Agreement be returned to the firm for our records.

In the interim, should you have any questions or require additional information, please feel free to contact me.

Very truly yours,

Arthur R. Thibault Jr.

AGREEMENT TO PROVIDE LEGAL SERVICES

This Agreement dated _____, 2024, is made between the **BYRAM TOWNSHIP**, 10 Mansfield Drive, New Jersey 07874 referred to as ("TOWNSHIP"), and **APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C.**, Somerset Hills Corporate Center, 25 Independence Boulevard, P.O. Box 112, Liberty Corner, New Jersey 07938, referred to as ("AMM&M"). The term of this contract shall commence on January 1, 2025 and end December 31, 2025.

The Township agrees that AMM&M will represent it in Labor Attorney Services assigned by the Township or its representatives. The legal work shall include, if necessary, all court appearances, arbitrations, conferences, negotiations, meetings, research, investigations, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation, related work and other matters assigned by the Township.

The Township has retained the entire firm of AMM&M. While one attorney, Arthur R. Thibault Jr., Esq., shall be primarily responsible for the Township's matters, and will directly supervise all aspects of these matters, AMM&M reserves the right to assign the appropriate attorneys to handle the various matters AMM&M is responsible for.

The Township will be billed hourly for all services rendered at the rate of \$200.00. AMM&M will send the Township an itemized monthly statement setting forth the service performed, the time expended and the date performed. In addition to legal fees, the Township will pay for those costs and expenses incurred in representing the Township, such as, experts' fees, courts costs, filing fees, recording fees, computerized legal research costs, facsimile transmissions, deposition costs, messenger services, photocopying charges, travel expenses and any other necessary costs and expenses incurred in representing the Township. Some expenses

such as experts' fees and deposition costs will be billed directly to the Township by the vendors and paid by the Township.

All parties have read and agreed to this Agreement.

BYRAM TOWNSHIP

Signature: _____

Date: _____

Print Name and Title: _____

Witness: _____

Print Name and Title: _____

**APRUZZESE, McDERMOTT,
MASTRO & MURPHY, P.C.**

Signature: _____

Arthur R. Thibault Jr., Esq.

Date: 10/9/24

Witness Signature: _____

Clara Longo

**TOWNSHIP OF BYRAM
RESOLUTION NO. 016 - 2025**

**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 1/1/2025-12/31/2025 in accordance with the November 20, 2023 proposal at a rate not to exceed \$145.00 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 7, 2025.

Cynthia Church, Township Clerk



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.

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.

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

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

November 27, 2024

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

ATTN: Mr. Joseph Sabatini, Byram Township Manager

RE: 2025 Byram Township Municipal Engineer Appointment

Dear Joe:

In anticipation of the upcoming 2025 calendar year, I am enclosing herewith the following documents in support of my re-appointment as the Municipal Engineer for the Byram Township:

1. Two (2) sets of our Professional Services Agreement for the Municipal Engineer position between the Township of Byram and Harold E. Pellow & Associates, Inc. for Municipal Engineering Services, which Mr. Pellow and I have signed. After you and the Mayor have executed both sets of the contracts, please return one set to my office.
2. Business Entity Disclosure Certification for Non-Fair and Open Contracts.
3. C. 271 Political Contribution Disclosure Form.
4. Stockholder Disclosure Certification
5. Mandatory Equal Employment Opportunity Language (Exhibit A).
6. Certificate of Employee Information Report.
7. State of New Jersey Business Registration Certificate.
8. Statement of Ownership Disclosure

It has been a pleasure working for the Byram Township over the 20 years, and I look forward to continuing to work with everyone associated with the Township during the upcoming year. Please note that during this coming 2025 calendar year, my professional services rate will be \$145.00, which is the same rate that is charged for all of our municipal clients. If you have any questions or need any additional information, please do not hesitate to contact me.

Very truly yours,

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

HAROLD E. PELLOW & ASSOCIATES, INC.

CLS:mv
p:\PROPOSALS\BYRAM\TWP ENGINEER POSITION - 2025\LETTER1.DOC
Enclosures

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 1st day of January 2025 by and between the Township of Byram, with offices at 10 Mansfield Drive, Stanhope, New Jersey 07874 and Harold E. Pellow & Associates, Inc. with offices located at 17 Plains Road, Augusta, NJ 07822, for engineering services by Cory L. Stoner, Professional Engineer in the State of New Jersey, who is employed by Harold E. Pellow & Associates, Inc., hereinafter referred to as “Engineer”; and

WHEREAS, the Township of Byram desires to retain the Engineer to render certain technical advice and engineering assistance to the Township of Byram; 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. Term: The term of this Agreement shall commence on January 1, 2025, and shall terminate on December 31, 2025.
2. Scope of Services: The scope of services shall include providing general consulting engineering services as directed by the Mayor and Township Council.
3. Fees: The total fees payable to Engineer for the services provided pursuant to Paragraph 2 of this Agreement shall be \$145.00 per hour. The Engineer shall submit invoices detailing the hourly billing incurred each month on vouchers to the Township in a form approved by the Township Chief Financial Officer. The total amount paid to the Engineer shall not exceed \$25,000.00, exclusive of escrow work or any larger assignments, which will require separate fee proposals, such as the design of capital improvement projects or miscellaneous study reports.
4. The Engineer agrees to comply with the provisions of N.J.A.C. 17:27-5.4.
5. The Engineer has registered with the State of New Jersey pursuant to N.J.S.A. 52:32-44, and the Engineer Certification number is 24GE04102700.
6. The Engineer expressly acknowledges and agrees that it is an independent Engineer of the Township and that no employment relationship is created or intended to be created between the Parties to this Agreement. The Engineer further expressly acknowledges and agrees that it is not entitled to any benefits of any type afforded to Township employees, including, but not limited to, any health, disability and/or workers compensation insurance. The Engineer further acknowledges and represents that Engineer is responsible for the payment of all federal and state taxes due and owing on any monies received pursuant to its performance under this Agreement.

7. The Engineer shall indemnify and hold the Township harmless for any and all claims that may be asserted against the Township by virtue of the Engineer's performance under this Agreement, including, but not limited to, any and all claims for infringement of intellectual property. The Engineer shall indemnify and hold the Township harmless for any and all damages, fees, costs, penalties, settlement amounts, and attorney's fees incurred by the Township in the defense of any such claims.
8. This contract has been awarded to the Engineer based upon the merits and abilities of the Engineer to provide the services described herein. This contract was awarded through the process described in N.J.S.A. 19:44A-20.8 et seq. The undersigned does attest that the Engineer, its subsidiaries, assigns and principals controlling in excess of 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 N.J.S.A. 19:44A-16 in the one year period proceeding the award of the contract that would affect its eligibility to perform this contract nor will it make a reportable contribution during the term of this contract to any political party committee in the Township of Byram if a member of the political party is serving in elective public office of Byram when the contract is awarded or to any candidate committee of any person serving in an elective office of Byram when the contract is awarded. The Engineer has executed and filed with the Township a Business Entity Disclosure Certification, as required by law.
9. The Engineer expressly acknowledges and agrees that the failure of the Engineer to perform any duties and/or meet any of the requirements contained in this Agreement shall be deemed a material breach of the same and the Township shall be entitled to immediately terminate this Agreement, in the Township's sole discretion.
10. This Agreement, and any dispute arising here from, shall be governed by the laws of the State of New Jersey.
11. The Parties agree that they have read the entire contents of this Agreement, that they have had the opportunity to consult with counsel at their option, and that they execute this Agreement of their own free will.

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

ATTEST:

TOWNSHIP OF BYRAM

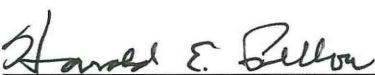
Township Clerk

Township Mayor

ATTEST:



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



Harold E. Pellow, P.E., L.S.
Harold E. Pellow & Associates, Inc.
President

**TOWNSHIP OF BYRAM
RESOLUTION NO. 017 - 2025**

**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 \$206.00 per hour for the year 01/01/2025-12/31/2025 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 7, 2025.

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, 2024, the term of which shall expire on December 31, 2024; and

WHEREAS, Byram is desirous of retaining CP's services for the one-year period commencing on January 1, 2025 and ending December 31, 2025; 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, 2025 to December 31, 2025 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, 2025 and continuing until December 31, 2025. 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:



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

CP ENGINEERS, LLC



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

DATE: 11/13/2024



2025 SCHEDULE OF FEES AND CHARGES

The following describes the basis for compensation for services performed during the calendar year 2025, effective January 1, 2025. This Schedule of Fees and Charges will be adjusted annually on January 1 of each subsequent year to reflect changes in the cost of conducting business for the new year.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Hourly Rate set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Rate</u>
Senior Principal	206
Principal	197
Senior Project Manager	189
Project Manager	183
Senior Design Engineer	187
Design Engineer	182
Senior Project Engineer	174
Project Engineer	159
Assistant Project Engineer	151
Staff Engineer II	147
Staff Engineer I	139
Engineering Technician	118
Senior Architect	168
Project Architect	151
Senior CADD Technician	140
Construction Engineer	132
Sr. Construction Inspector	117
Construction Inspector	99
Technician/Operator	95
Jr. Technician	85
Technical/Administrative Support	63

Subconsultants, Subcontractors and Equipment Rental

The costs of services subcontracted to others, including but not limited to, consultants, test borings, specialty contractors, surveyors, and equipment rental, will be charged at cost plus 10%

Vehicles and Mileage

The mileage charge for vehicles used on project assignments will be the current mileage rate established by the Internal Revenue Service.

Other Project Non-Salary Expenses

Other costs incurred which are directly identifiable to the project, including, but not limited to: fares of public carriers; special supplies and/or equipment; fees and special project insurance; large mailings and shipping charges; tolls and parking; outside printing, will be charged at cost plus 10%.

In house copy charges:

Sheet Size		B & W	Color
D	24 x 36	\$3.00/page	\$25.00/page
E1	30 x 42	\$3.50/page	\$35.00/page
E	36 x 48	\$4.00/page	\$40.00/page

Exhibit Mounting D size: \$75.00/Board
Scanning C, D & E Size: \$3.25/Sheet

**TOWNSHIP OF BYRAM
RESOLUTION NO. 019 – 2025**

**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 Colliers Engineering & Design a professional services contract for the year 1/01/2025-12/31/2025 at a rate not to exceed as outlined in the attached January 3, 2025 proposal; and

WHEREAS, the Mayor and Council award this contract to Colliers Engineering & Design with the expectation that Daniel Bloch 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, Colliers Engineering & Design 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 Colliers Engineering & Design 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 7, 2025.

Cynthia Church, RMC
Township Clerk

Professional Services Agreement

THIS AGREEMENT is entered into January 2, 2025, by and between the Township of Byram (Township) at Byram Township, 10 Mansfield Drive, Stanhope, NJ 07874, United States and COLLIERS ENGINEERING & DESIGN, INC. (Consultant) of 101 Crawfords Corner Road, Ste. 3400, Holmdel, NJ 07733.

WITNESSETH:

WHEREAS the Township desires to engage Consultant to provide Professional services pursuant to N.J.S.A 40A:11-5 for the position of Township Planner and Planning Board Planner.

WHEREAS this Consultant desires to undertake to render such services; and

WHEREAS, the Township authorizes by Resolution, Colliers Engineering & Design, Inc. for the position of Township Planner and Planning Board Planner; and

WHEREAS Consultant accepts such position; and

WHEREAS the Governing Body of the Township of Byram has authorized by Resolution to enter into this written agreement at a regularly scheduled meeting of the Governing Body on _____, 2025.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The Township agrees to engage this Consultant, and the Consultant agrees to perform the professional services during 2025 in accordance with scopes of services for specific projects outlined in project specific proposals.
2. The Consultant shall perform all services to be performed hereunder or, in the event he is unable to be present, by a Consultant competent in the field and duly licensed to practice in the State of New Jersey.
3. The Consultant shall prepare a cost proposal for specific projects and be paid a fee for the professional services. All services will be compensated at the Consultant's most current hourly rates or by a negotiated fee. A copy of the 2025 Rate Schedule is attached hereto and known as Exhibit A and made a part of this contract. In addition, the cost of contracted services, including suppliers or sub-professionals, plus direct charges including disbursements at cost and miscellaneous internal charges shall be billed in accordance with the Rate Schedule in Exhibit A.

Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due when rendered.

Direct charges may include disbursements which are actual expenses incurred by the **Consultant** and/or his associated firm in connection with specific projects, and include, but are not limited to:

- a. Payment of permit fees, application fees, review fees and similar charges.
- b. Computer expenses including time and proprietary program charges.
- c. Outside printing, reproduction, binding, collating and other graphic services.
- d. Messenger service, postage and handling of drawings and specifications, reports, contracts, and other bulky items.

If the **Township** fails to make any payment due the **Consultant** for services or expenses within sixty days after receipt of a properly rendered statement, the amounts due the **Consultant** shall include a charge at the rate of 1-1/2 percent per month from said sixtieth day.

4. The **Consultant** shall secure and maintain Workmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the **Township**, the **Consultant** 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 with \$1,000,000 excess liability coverage. Automotive liability coverage shall not be less than \$1,000,000 combined single limit and \$1,000,000 excess liability coverage. If requested, the **Consultant** shall provide Certificates of Insurance to the **Township**. Such certificates shall provide that the **Township** shall receive (10) days written notice prior to any cancellation or alteration of the policy limits.

The **Consultant** shall provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the **Consultant** and/or his associated firm for claims which arise from the negligent performance of the **Consultant** pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least \$1,000,000 per claim/aggregate.

5. To the fullest extent permitted by law, **Township** shall indemnify, defend and hold harmless Colliers Engineering & Design, Inc. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as **Consultant** from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of **Consultant** or any claims against **Consultant** arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that **Consultant** is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Township agrees to defend, indemnify and hold harmless **Consultant** from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against **Consultant** which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of **Consultant**. This indemnification shall not apply to claims, damages,

losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Consultant of obligations under this Agreement.

6. The services called for in the contract shall be provided commencing on January 1, 2025. Either the **Township** or **Consultant** can terminate this Agreement within 30 days of written notice served upon the Municipal Clerk, the Township Attorney and Consultant of the firm of Colliers Engineering & Design, Inc. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this agreement with the surviving portion remaining in full force and effect.

7. The Consultant agrees all plans, specifications, reports, and other documents ordered by the **Township** and submitted to the **Township** shall remain the property of the **Township** for use by the **Township** in current or future programs. Unless the **Township** directs otherwise, the **Consultant** shall provide one (1) reproducible record set of all project drawings and one (1) set of signed and sealed prints to the **Township**. All work and direct charges shall be billed as herein provided. At the completion of work or in the event of termination, all work sheets and internal office communications of the **Consultant**, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the Consultant, as instruments of his service. The **Township**, at its expense, may obtain reproducible record prints of any sketches or drawings and copies of any and all documents. The **Consultant** will provide the **Township**, or its representatives, access to his files during normal working hours for the purpose of determining the extent of necessary duplication.

8. All documents including drawings and specifications prepared by the Consultant pursuant to this Agreement are instruments of service with respect of the project. They are not intended or represented to be suitable for reuse by **Township** or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by **Consultant** for the specific purpose intended will be at **Township's** sole risk, with no liability or legal exposure to **Consultant**; and **Township** shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **Consultant** to further compensation at rates to be agreed upon by **Township** and **Consultant**.

9. **Consultant** shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. Consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such actions shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

Consultant where applicable, will in all solicitations or advertisements for employees placed by or on behalf of it state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex.

Consultant where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Consultant, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

Consultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1075, c. 127, as amended and supplemented from time to time.

Consultant agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, or sex, and that it will discontinue the use of any recruitment agency which engages in direct discriminatory practices.

Consultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

Consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, or sex, and conforms with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Consultant shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

[Signatures to follow]

WITNESS OR ATTEST:

Township of Byram

COLLIERS ENGINEERING & DESIGN, INC.



Daniel Bloch, Regional Discipline Leader/Planning

EXHIBIT A

2025 Rate Schedule

Byram Township, Sussex County, New Jersey
Rates are effective January 1, 2025 through December 31, 2025

Technical Staff Rates

Billing Titles	Hourly Rates
Technical Director	180.00
Project Manager	180.00
Senior Project Specialist	175.00
Project Specialist	170.00
Technical Professional	165.00
Technical Specialist	160.00
Specialist	155.00
Senior Data Technician	150.00
Senior Technical Assistant	145.00
Technical Assistant	135.00
Data/Field Technician	125.00
Survey Crew – 1 Person w/Robotic Equipment	190.00
Additional Survey Crew Member	80.00
SUE Crew (designating) – 1 Person	155.00
Additional (designating) Member	80.00
SUE Crew (locating) – 2 Person	210.00
Additional (locating) Member	80.00
Expert Witness	425.00
Sr. LSRP (NJ Only)	320.00
LSRP (NJ Only)	275.00

Reimbursable Expenses

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.05 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.625 / Per Mile
	Field Vehicle 0.70 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 018- 2025**

**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 1/1/2025-12/31/2025 at a rate not to exceed what is in the attached proposal dated 10/7/2024; 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 1/1/2025-12/31/2025; 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 7, 2025.

Cynthia Church, RMC
Township Clerk

HAWKINS

HAWKINS DELAFIELD & WOOD LLP
A NEW YORK LIMITED LIABILITY PARTNERSHIP
ONE GATEWAY CENTER, 24TH FLOOR, NEWARK, NJ 07102
(973) 642-8584 | HAWKINS.COM

DIRECT DIAL: (973) 642-1307
E-MAIL: RBEINFELD@HAWKINS.COM

ROBERT H. BEINFELD
ERIC J. SAPIR
CHARLES G. TOTO
KRISTINE L. FLYNN
DAVID S. HANDLER
MICHELLE A. LOUCOPOLOS
MEGAN I. SARTOR
NILES B. MURPHY
PARTHESH M. KARNA
RYANN K. MCANDREWS

October 7, 2024

The Township of Byram,
in the County of Sussex, New Jersey

Ms. Cynthia Church
Township Clerk
Municipal Building
10 Mansfield Drive
Stanhope, New Jersey 07874

Dear Cindy:

Thank you very much for your e-mail of October 4, 2024 relating to our anticipated reappointment as bond counsel for the year 2025. As requested, set forth below is our proposed fee schedule for bond counsel services. **Please note that the proposed fee schedule for 2025 contains no increases from our 2024 fee schedule and is identical to the fee schedule that has been in effect for the last several years.**

In addition, I am attaching a proposed form of Professional Services Agreement that contains certain State recommended statutory references and the Mandatory Equal Employment Opportunity Language, the Business Entity Disclosure Certification, the Chapter 271 Political Contribution Disclosure Form and the Statement of Ownership Disclosure (this updates and replaces the prior Stockholder Disclosure Certification form). In separate attachments are a copy of our New Jersey Business Registration Certificate and a copy of our Certificate of Employee Information Report from the State Treasurer.

For work done and responsibilities assumed in connection with municipal bond issues, we would charge a base fee of \$1,500 plus \$1.00 per \$1,000 of bond issue with some additional charges for multi-ordinance bond issues (\$150 per ordinance), plus the usual minimal disbursements. For the preparation, review or revision of a draft bond ordinance we charge \$500 with some additional charges for multi-purpose ordinances (\$250 per additional purpose), Local Finance Board involvement and other unique issues. For work done and responsibilities assumed in connection with note issues, we would charge a base fee of \$1,000 plus 50¢ per \$1,000 of notes (with a \$1,000 minimum) and some additional charges for multi-ordinance note issues (\$150 per ordinance), plus the usual minimal disbursements. Additionally, it is necessary for the Township to distribute an official statement in connection with the issuance of its bonds (and possibly notes). We use an hourly charge basis in determining the fee for such services

(with a \$2,000 minimum) and our paralegal, associate, counsel and partner rates range from \$95 to \$250 per hour. In addition, we would charge on an hourly basis for research and work on federal tax and securities law matters, review or preparation of financing documents for special financings, Local Finance Board work, attendance at meetings, litigation and other unique work. Hourly charges on a typical bond or note issue are usually minimal. There would be an additional fixed charge of \$10,000 for refundings and a fixed charge of \$25,000 for pooled loan financings such as the New Jersey Infrastructure Bank. If there were to be unforeseen work in connection with any such financing, our fee for such unanticipated work would be based on the above hourly rates.

It has been a pleasure for all of us here to work with you, the Township and its officials and professionals over the course of many years and I look forward to the opportunity of doing so again next year. Please do not hesitate to contact me if I can do or provide anything further at this time or if either you or others have any questions with regard to the above.

With best regard, I am

Very truly yours,

A handwritten signature in blue ink that reads "Bob".

Robert H. Beinfield

RHB:sp
Attachments
E-mail only

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) made and entered into this _____ day of _____, 2025, 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 7, 2024.

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. 020 - 2025**

**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 01/01/2025-12/31/2025 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 7, 2025.

Cynthia Church, RMC
Township Clerk

November 7, 2024

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, 2025 and 2024 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, 2025 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.

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
the Township Council
Township of Byram
Page 10
November 7, 2024

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 7, 2024

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

2025 Audit Rates

Hourly rates:

Staff to Senior Accountant	\$ 85 - \$148 per hour
Supervisor to Manager	\$152 - \$190 per hour
Partner	\$200 - \$215 per hour

Note: An audit fee will be agreed upon for 2025 when the 2025 budget is prepared.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 021– 2025**

**RESOLUTION AUTHORIZING THE EXECUTION OF THE 2025 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 4, 2024, 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 2025 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 7, 2025.

Cynthia Church, RMC
Township Clerk



November 4, 2024

Byram Township
10 Mansfield Drive
Stanhope, NJ 07874

Attn: Cynthia Church, RMC/CMR
Byram Township Clerk

Dear Ms. Church:

Thank you for choosing Phoenix Advisors, LLC as your Continuing Disclosure Agent and Municipal Advisor. We have enclosed our annual agreement, which includes our scope of services, compensation information and certain regulatory disclosures.

Our professionals will help you stay compliant with your secondary market disclosure requirements and serve as a valuable resource for all municipal advisor services. Of course, we are always available to answer general questions concerning disclosure requirements, market conditions and outstanding debt issues, or to prepare preliminary project analyses and review financing proposals. Should you request municipal advisor services for a specific engagement, such as a bond or note issuance, financial consulting or rating agency surveillance (all as more fully described in the Overview of Additional Services exhibit), you will receive a separate engagement letter.

Please read this information carefully, then sign and return the agreement, at your convenience.

If you have any questions, please contact Phoenix Advisors' disclosure/compliance department at compliance@muniadvisors.com or call 609.291.0130.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Bryan Morris".

Bryan Morris, Managing Director



AGREEMENT
for
Municipal Advisor and Continuing Disclosure Services

THIS AGREEMENT (the "Agreement"), made and entered into on January 1, 2025, by and between Byram Township, 10 Mansfield Drive, Stanhope, NJ 07874 (the "Client"), and Phoenix Advisors, 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 commencing on the date reference above and ending at close of business on December 31, 2025. 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

By: Bryan Morris
Bryan Morris, Managing Director



EXHIBIT I - CONTINUING DISCLOSURE OVERVIEW OF SERVICES

Phoenix Advisors has offered comprehensive continuing disclosure services since 2012. 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.
 - Monitor the evolving regulatory environment, including collaboration with the bond counsel community regarding interpretations and materiality.
- **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.



- **Serve as your Liaison to DTCC**
 - 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.
 - Phoenix Advisors acts as an interface to facilitate the timely allocation and processing of funds through the complexities of DTC's rigid systems.
 - Leverage our existing relationships with DTC staff to help demystify their inner workings and guide you through the complexities of dealing with your book-entry principal and interest payments.
 - Provide timely reminders of your principal and interest payments through our Debt Caddie program, if applicable. Please note that at this time Debt Caddie is not yet available for private leases or loans, conduit debt issuances or Authority transactions.
 - 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 contract year.

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. **Note that you will only be invoiced for Continuing Disclosure Services if you have a bond, note, lease or bank loan obligation outstanding during the contract year.**

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 towards the end of the relevant year.

If you request municipal advisor services for a specific engagement, such as the issuance of bonds, notes or leases, various financial consulting services or rating agency surveillance, as more fully described herein, 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 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 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 is one disciplinary event regarding Phoenix Advisors detailed in the firm's Form MA, filed with the SEC, concerning the archiving of text messages. No events have been filed on any Form MA-I associated with personnel of Phoenix Advisors. The MSRB's website is www.msrb.org and the Municipal Advisor Client Brochure is at 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 ADDITIONAL 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, notes, leases, bank loans, ESIPs and State/Federal loan programs, 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 herein.)**
 - 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 herein.**)

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 customized debt management and/or fund balance policies.
- 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.

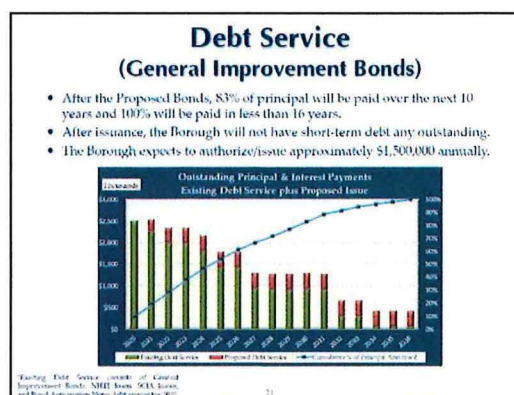


RATING AGENCY EXPERTISE

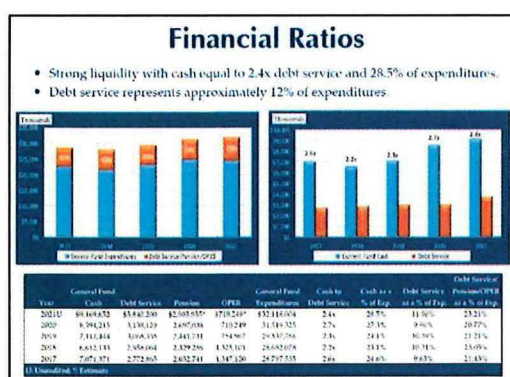
A proactive, strategic approach to interaction with rating agencies is essential to achieving a successful outcome since a strong underlying credit rating is critical to achieving the best possible financing. With this goal, Phoenix Advisors takes the lead in the rating process by recommending the appropriate 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:

- i. economic data and taxpayer / ratepayer base
- ii. financial performance, liquidity, and reserves
- iii. debt and liabilities
- iv. 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.



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.
- Solicit proposals from lessors or investment banking firms and prepare or review 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 - 2025**

**RESOLUTION AUTHORIZING GRACIE & HARRIGAN CONSULTING
FORESTERS, INC., TO PROVIDE VARIOUS FOREST STEWARDSHIP
SERVICES FOR THE 2025 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 2025 season; and

WHEREAS, Gracie & Harrigan Consulting Foresters, Inc., submitted a proposal dated December 4, 2024, 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 2025 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 7, 2025.

Cynthia Church, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 7th day of January, 2025 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 \$140.00 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 - 2025**

**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 10/07/2024 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, 2025 through December 31, 2025.
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 7, 2025.

Cynthia Church, RMC
Township Clerk

**CONTRACT FOR PROFESSIONAL SERVICES
REAL ESTATE APPRAISER**

BETWEEN:

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

AND:

DARREN RAYMOND, MAI, SCGRE, 17-17 Route 208 North, Suite 210, Fair Lawn, New Jersey 07410 hereinafter designated as "Appraiser".

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

1. Scope of Employment.

(A) The Appraiser is hereby retained by the Contracting Unit with regard to assisting Byram Township at the State Tax Court level. Services include negotiation, preliminary analysis, conferences, preparation of appraisal reports, expert testimony, and preparation of exhibits.

(B) 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. The reports will consider the sales comparison, cost, and income approaches to value.

2. Term.

This contract shall cover the period of January 1, 2025 through December 31, 2025.

3. Consideration.

(A) For the services set forth in paragraph 1 above, the consideration shall be in accordance with the attached proposed fee schedule in Mr. Raymond's proposal letter dated October 7, 2024.

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

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

4. Assignment.

This contract shall not be assigned by the Appraiser.

5. Special Provisions.

(A) In the event the Appraiser 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 appraiser selected by the Appraiser pursuant to the provisions of this contract.

(B) The Appraiser 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 Appraiser 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 Appraiser and his 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

6. Employee Information Reports.

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

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;
- (b) The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- (c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- (e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

- (f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- (g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- (h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- (i) 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 Appraiser 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 Appraiser 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.
- (j) To provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Appraiser and/or his associated firm for claims, which arise from the negligent performance of the Appraiser 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.
- (k) The Contractor has completed and submitted a Business Entity Disclosure Certification that the Contractor agrees not to make any reportable contributions to any political candidate or candidate committee and this contract prohibits the contractor from making any reportable contributions through the term of the contract.

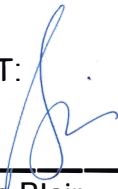
IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper officers, and their seal to be hereto affixed this _____ day of _____, 202__.

ATTEST:

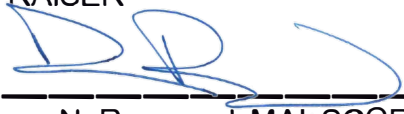
TOWNSHIP OF BYRAM

Cynthia Church, RMC / CMR

Honorable Alexander Rubenstein

ATTEST: 

Sequoia Blair

APPRAISER


Darren N. Raymond, MAI, SCGREA

**TOWSHIP OF BYRAM
RESOLUTION NO. 024 – 2025**

**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 \$135.00 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, 2025- December 31, 2025 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

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

ATTEST:

I certify that the Byram Township Council at a meeting held on January 7, 2025 adopted the foregoing resolution.

Cynthia Church, RMC
Township Clerk

SCOTT J. HOLZHAUER, CTA, SCGREA

REAL ESTATE APPRAISAL & ADVISORY SERVICES

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

December 9, 2024

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, 2025 to Dec 31, 2025

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 2025, 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 a 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 (*)	\$135/hour
\$500K - \$1.0M	\$1,000	\$2,200 (*)	\$135/hour
\$1.0M - \$2.0M	\$1,500	\$2,800 (*)	\$135/hour
\$2.0M - \$5.0M	\$1,800	\$3,800 (*)	\$135/hour
Over \$5.0M	\$2,200	\$4,800 (**)	\$135/hour

The fee for Prelim Analysis covers 2 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 \$600/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 **\$135 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 spent 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.

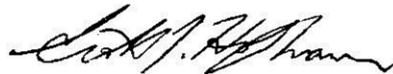
STANDARDS OF PROFESSIONAL PRACTICE

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

SCOTT J. HOLZHAUER, CTA, SCGREA

REAL ESTATE APPRAISAL & ADVISORY SERVICES

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

PROFESSIONAL QUALIFICATIONS

SCOTT J. HOLZHAUER, CTA, SCGREA

*STATE CERTIFIED GENERAL REAL ESTATE APPRAISER
LICENSE # RG01115*

EDUCATION: Muhlenberg College, Allentown, PA
Bachelor of Science, May 1984 - Business Administration and Psychology

Appraisal Institute Courses/Society of Real Estate/Other Course Work:

- Course 101 & 102
- Capitalization Theory & Techniques Part A & B
- Advanced Applications (Case Studies in H&B Use)
- Standards of Professional Practice (A & B)
- Real Property Appraisal I & II - Rutgers University
- Planning and Zoning Decision Making - Rutgers
- Real Estate Sales and License Course

AFFILIATIONS: Appraisal Institute – Affiliate Member
Sussex County Assessor's Association – President (7/99 – present)
AMANJ - Tri-County VP - Sussex, Warren, Hunterdon (11/00 – 11/04)
AMANJ – President (2011 – 2013)
Green Township Planning Board – Chairman (7/00 – present)

EXPERIENCE:

Current

Scott J. Holzhauser, CTA, SCGREA

Real Estate Appraisal & Advisory Services – appraisal & consulting services regarding all property types. Focus continues to be on governmental representation in matters pertaining to Tax Court Appeals, Eminent Domain proceedings, and Partial Interest Acquisition in real property; fee simple valuation for agencies securing Green Acres and other Participating and Charitable-type Funding; and valuations for Estate & Internal Planning Purposes.

7/92 – 4/01

Partner: Holzhauser & Holenstein, LLC (formerly the Lin-Holz Advisory Group, LLC & Lin-Holz Associates – 7/92 thru 3/98) - Directly responsible for the completion of various appraisal and consulting assignments including valuation, acquisition/disposition, and litigation support in condemnation proceedings and ad valorem tax matters on all primary property types (residential & commercial).

7/93 - Present **Tax Assessor** - Denville (7/94 – 6/96), Newton (since 7/93), Hardyston (since 11/97), Oakland (since 7/99), Franklin (since 3/04), Mendham Boro/Twp (since 1/07), Morris Plains (since 7/12), Boonton (since 4/2016)

1980-1992 **Senior Appraiser/Project Supervisor** - Certified Valuations Inc. Directly in charge of all phases of municipal revaluation programs, including the estimation of property values for the following municipalities:

Bergen County - Oakland, Midland Park, Ridgewood (Assistant Supervisor)
Morris County - Borough of Chester, Township of Morris, Township of Chatham, Borough of Mendham, Township of Mendham
Passaic County - Clifton, Wayne; Sussex County - Newton, Frankford
Union County – Kenilworth; Warren County - Oxford

Narrative Report Writing - Preparation of appraisal reports for various governmental agencies, private clients, and the Tax Court of New Jersey.

Deputy Assessor - Former Deputy Assessor for Borough of New Providence (1990-91) and Borough of Bernardsville (1990)

CERTIFICATION: Certified Tax Assessor - State of New Jersey (May 1985)
State Certified General Real Estate Appraiser (June 1993)

EXPERT

WITNESS:

- County Boards of Taxation: Morris, Passaic, Union, Essex, Bergen, Middlesex, Sussex, Warren
- Tax Court of New Jersey
- Superior Court of New Jersey
- Various Boards of Commissioners (condemnation matters)

MUNICIPAL

CLIENTELE:

From 1992
(Partial list)

- Bergen Cty: Mahwah, Oakland, Ridgewood
- Morris Cty: Chatham Twp., Chester Borough, Chester Twp., Denville, Hanover, Long Hill Twp., Mendham Borough, Mendham Twp., Morris Twp., Mount Arlington, Mountain Lakes, Passaic, Riverdale
- Passaic Cty: Bloomingdale, Haledon, Prospect Park, Wanaque, Wayne, West Milford, West Paterson
- Essex Cty: Bloomfield, Livingston, Millburn
- Sussex Cty: Andover (Boro & Twp.), Green, Hopatcong, Newton, Sparta

OTHER

CLIENTELE:

(Partial list)

- Morris County Park Commission, • Bergen County Park Commission,
- NJDEP Green Acres (*on approved appraiser list*),
- Morris Land Conservancy
- U.S. Army Corps of Engineers

**TOWNSHIP OF BYRAM
RESOLUTION NO. 025-2025**

**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 7, 2025.

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 2025, 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 025-0025 dated January 7, 2025; 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 \$330;
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 \$330 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, 2025 and ending, December 31, 2025 (the Original Term). December 31, 2025 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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

During the performance of this Agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance officer setting forth provisions of this nondiscrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Contractor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L., 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor agrees to make good faith efforts to employ minority and female workers consistent with (1) the applicable county employment goals established in accordance with *N.J.A.C. 17:27-5.2* or (2) a binding determination of the applicable county employment goals determined by the New Jersey Division of Agreement Compliance and Equal Employment Opportunity in Public Agreements pursuant to *N.J.A.C. 17:27-5.2*.

The Contractor agrees to inform in writing its appropriate recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The Contractor shall furnish such reports or other documents to the New Jersey Division of Agreement Compliance and Equal Employment Opportunity in Public Agreements as may

be requested by the Division from time to time in order to carry out the purposes of these regulations.

Equal Opportunity for Individuals with Disabilities

The Contractor and the Township (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of the Township pursuant to this Agreement, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or sub-contractors violate or are alleged to have violated the Act during the performance of this Agreement, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by the Contractor pursuant to this Agreement will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and sub-contractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 026– 2025**

**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 \$2,660.00 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 7, 2025.

Cynthia Church, RMC
Township Clerk

Bryam Township101 Mainfield Drive
Stirling, NJ 07174

Effective: Jan 25 TO: Jan 28

Group Number: 2019

Administration Fees

	Volume	Rate	Monthly Cost	Annual Cost
Consumer Smart Services For Retirees and Dependents	2	\$ 20.00 = \$	40.00 \$	480.00

Administration Total

\$ 90.00 \$ 1,080.00

Plan Set-up and Annual Fees

Consumer Smart Per Debit Card Replacement Fee	\$ 3.50	\$	
Consumer Smart Annual Compliance	\$500.00	\$	500.00
Total Fixed Cost	= \$	90.00 \$	1,580.00

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 Bryam Township a Check Register once a month prior to the Council Meeting
Bryam Township will approve the Check Register
Bryam 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
Consumer Smart Services	\$ 20.00	Per Employee Per Month
Consumer Smart Per Debit Card Replacement Fee	\$ 3.50	Initial Card: Maximum Two
	\$ 3.50	Additional Cards
	\$ 3.50	Replacement Cards

Other Services

Consumer Smart Annual Compliance	\$ 500.00	Annually
----------------------------------	-----------	----------

Postage (For non-routine mailings)

Billed As Incurred

Banking Fees:

Vendor Cost For Claim Account

Services Upon Request

Plan Document Amendments	\$ 150.00	Per Amendment
Custom Reports	\$ 125.00	Computer Programming Hour
(Upon Request)	\$ 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, 2025**

Lamin Maxwell 10/14/24
Point C Representative Date

Byram Township Date

Point C Administration Agreement

This Administrative Services Agreement and accompanying exhibits and appendices which are attached hereto and incorporated herein (collectively referred to as the "Agreement") made the **1st day of January, 2025** ("Effective Date"), by **Byram Township** ("Plan Sponsor"), **Byram Township** ("Plan Administrator") and Point C. ("Contractor"), a corporation formed and existing under the laws of the State of New Jersey, having its principal place of business at 1934 Olney Ave., Suite 200, Cherry Hill, NJ 08003.

The purpose of this Agreement is to state the terms and conditions by which the Contractor will provide independent administrative services to the Plan Sponsor as it relates to administration of the Plan(s). This Agreement shall not be deemed to be a contract of insurance under any laws or regulations. The Contractor does not insure, guarantee or underwrite liability. The Contractor has no responsibility and the Plan Sponsor has total responsibility for payment of claims arising under the Plan and all expenses incidental to it.

WHEREAS, the Plan Sponsor desires to make available a program of healthcare benefits (the "Plan") and funds said Plan from general assets of the employer through salary reductions and/or other assets;

WHEREAS, the Plan Sponsor wishes to contract with an independent third party to perform certain services with respect to the Plan as enumerated below;

WITNESSETH

DEFINITIONS

For purposes of this Agreement, the following words and phrases have the meanings set forth below, unless the context clearly indicates otherwise and wherever appropriate, the singular shall include the plural and the plural shall include the singular.

Adjudicate means process (electronically or manually) and pay, deny or pend for additional information, all claims submitted to the Plan.

Calendar Year means January 1st through December 31st of the same year.

Claim means a request by a Claimant for payment or reimbursement for Covered Services from the Plan.

Claimant means any person or entity submitting expenses for payment or reimbursement from the Plan.

Claims Payment Account means an account established on behalf of the Plan Sponsor for payment or reimbursement for Covered Services, which Account shall be an asset of the Plan Sponsor.

Claims Runout means Claims that are incurred but unreported and/or unpaid as of the effective date of termination of this Agreement.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Covered Services means the care, treatments, services, or supplies described in the Plan Document as eligible for payment or reimbursement from the Plan.

Employer means Plan Sponsor (unless otherwise stated), and any successor organization or affiliate of such Employer which assumes the obligations of the Plan and this Agreement.

Initial: _____

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

Health Care Providers means physicians, dentists, hospitals, or other medical practitioners or medical care facilities that are duly licensed and authorized to receive payment or reimbursement for Covered Services provided under the terms of the Plan.

Paid Claims means claims for benefits solely funded by Plan Sponsor and submitted for processing to Contractor and for which payment has been issued to the Claimant or assignee.

Plan means the self-funded employee welfare benefit plan, which is the subject of this Agreement and which the Plan Sponsor has established pursuant to the applicable Plan Document.

Plan Document means the instrument or instruments that set forth and govern the duties of the Plan Sponsor and eligibility and benefit provisions of the Plan which provide for the payment or reimbursement of Covered Services, as may be amended from time to time.

Plan Participant is any person eligible for enrollment, and his/her covered dependents, who are properly enrolled and entitled to benefits from the Plan. Persons eligible for enrollment are those who meet the Plan's eligibility requirements.

Plan Year means the period of time specified as such in the Plan Document.

Summary Plan Description means the document required to be provided to Plan Participants under Sec. 102 of ERISA that describes the terms and conditions under which the Plan operates. In the event of any conflict or inconsistency between the Summary Plan Description and the Plan Document, the terms of the Plan Document will control, when permitted by law.

Utilization Management means the review and evaluation of medical necessity and appropriateness of the use of health care services, procedures or facilities utilized by a Plan Participant under the terms of the Plan.

SECTION I

The Plan

- 1.1 The Plan Sponsor has established the Plan, providing means by which Plan Participants can secure the benefits set forth in the Plan.
- 1.2 The Plan Sponsor acknowledges that it serves as Plan Administrator and Named Fiduciary (as those terms are defined in ERISA), and shall have discretionary authority and control over the management of the Plan, and all discretionary authority and responsibility for the administration of the Plan. The Contractor does not serve either as Plan Administrator or as a Named Fiduciary of the Plan. All functions, duties and responsibilities of the Contractor are governed exclusively by this Agreement and the Plan Document.
- 1.3 Notwithstanding anything herein to the contrary, it is acknowledged and understood that the source of funding for payment of claims are contributions made by the Plan Sponsor, the Plan Administrator or, if applicable, the Plan Sponsor's employees.
- 1.4 The Plan Sponsor and Plan Administrator have retained Contractor to provide services to the Plan Sponsor, Plan Administrator and Plan Participants in accordance with the terms and conditions of this Agreement and pursuant to Schedules attached hereto and made a part hereof.
- 1.5 Plan Sponsor shall fund the Claims Payment Account and grant the Contractor drafting authority with respect to such Account. The Contractor shall notify the Plan Sponsor of the amount necessary to pay Claims adjudicated from the previous check cycle and the Plan Sponsor will deposit amounts necessary to pay such claims within five(5) business days or as agreed upon by and between the parties. Unless otherwise arranged with the Contractor, The Claims Payment Account shall be set up by the Plan Sponsor who shall execute and deliver to the Contractor and a depository selected by the Plan Sponsor any and all documents necessary to empower the Contractor to act as signatory on such account.
- 1.6 Plan Administrator will Pre-fund in a Claim Account established by Contractor on behalf of the Plan.
 - a. Debit Card Funding Option:
 - a. Daily: 3% of Covered Employee Annual Benefit
 - b. Weekly: 5% of Covered Employee Annual Benefit
 - c. Monthly: 10% of Covered Employee Annual Benefit
- 1.7 With the exception of the initial funding of the Claims Payment Account, claim funding requests will be fulfilled by ACH (Automated Clearing House). If funding by check is requested in place of ACH, the Pre-fund amount will be increased to two (2) times the above deposit per covered employee.

SECTION II

The Contractor

- 2.1 The Contractor shall assist the Plan Sponsor and the Plan Administrator in the administration and management of the Plan as it may be requested and authorized from time to time.
- 2.2 The Plan Administrator and Plan Sponsor authorize the Contractor to do all things deemed necessary or convenient to carry out the terms and purposes of this Agreement.
- 2.3 Subject to Paragraph 2.4, the Contractor shall have the responsibility for processing Claims under the Plan and for arranging for the payment thereof from funds of the Plan by issuing a check or draft upon the Claims Payment Account. The Contractor shall honor any assignment of benefits of a Plan Participant under the Plan to any person or institution qualified as an assignee under the Plan Document.
- 2.4 The Contractor shall use reasonable care and due diligence in exercising its duties and responsibilities under this Agreement. Provided that the Contractor meets the standard of care set forth in this Paragraph, the Contractor shall not be liable to the Plan, the Plan Sponsor, the Plan Administrator or any third party, including without limitation, the Sponsor's employees, for any disputed claim or failure to pay a claim. In no event shall the

Initial: _____

Contractor be liable for any act or failure to act on the part of any insurance carrier utilized in connection with the Plan, including without limitation, any failure by such carrier to pay a claim.

- 2.5 If for any reason an action is brought against Contractor by the United States of America or any state or federal agency to recover for any payment with respect to any item of service under the Plan, whether under 42 U.S.C. §1395(b) (B) (2) (ii) or otherwise (a "Recovery Action"), the Plan Administrator and the Plan Sponsor shall indemnify, defend and hold harmless Contractor against such Recovery Action and shall reimburse on demand Contractor for any amount any such party recovers against Contractor in connection with any such Recovery Action.
- 2.6 The Plan Sponsor agrees that the Contractor shall have no liability for any refusal by any insurance company to issue or to continue any policy, or for any termination of any policy by any insurance company, or for any action by any insurance company.
- 2.7 The Contractor shall render monthly reports to the Plan Sponsor and/or Plan Administrator in accordance with a Schedule, mutually agreed upon between the parties, which shall include the following:
- a. Receipts of the Plan, other than deposits made by the Plan Sponsor from its own funds or from collections from employees.
 - b. Disbursements, by category, made or recommended by the Contractor or Plan Administrator under the Plan.
- 2.8 The Contractor, at its expense, shall obtain the bond required by Section 412 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The amount of the bond shall be fixed at the beginning of each Plan Year and shall not be less than the greatest of (i) 10 percent of the amount of funds handled by the Contractor under this Agreement or (ii) \$1,000.
- 2.9 The Contractor shall:
- a. Assist and/or arrange preparation of the Plan Document/Summary Plan Description (collectively, "Documents"). Documents will include when necessary or requested Board Resolutions and Salary reduction/change of election forms. Contractor will customize such documentation only to the extent necessary to incorporate the Employer's responses to plan design questions submitted by Contractor. In addition, Contractor will provide sample document changes to comply with revisions in applicable legislation or regulations; however Contractor shall in no case be liable to Plan Administrator, Plan Sponsor, or any Plan Participant for any damage or harm resulting from a change in applicable law or regulation.
 - b. Process and maintain employee census, including initial enrollments, annual enrollments and changes made to such payroll deductions in accordance with the terms of the Plan. All elections and changes to elections will be processed in accordance with the terms of the Plan.
 - d. Follow the claims administration procedures and practices as determined by the Plan Document(s).
 - e. Provide suitable facilities, personnel, procedures, forms and instructions for the administration of claims under the Plan.
 - f. With the assistance of Plan Sponsor and Plan Administrator, when necessary, certify eligibility of Plan Participants to receive payments under the Plan.
 - g. Determine, in accordance with the Plan Documents and reasonable claims administration procedures and practices, the qualification of claims submitted.
 - h. Make payments with Plan Sponsor's funds as provided for in the Plan Documents, of the amount due with respect to claims that qualify under the Plan Documents as provided above.
 - i. Provide advice on disputed claims.
 - j. Refer to Plan Administrator, for consideration and final decision, any claim or class of claims Plan Administrator may specify or for which an exercise of discretionary authority is necessary, including but not limited to claims involving:

Initial: _____

- a. Eligibility;
 - b. A question with respect to qualification of claims submitted under the terms of the Plan;
 - c. A question with respect to the amount due; and
 - d. Any controversy, for which the Contractor will furnish Plan Administrator with an analysis of the issues to assist Plan Administrator in reaching a decision.
 - k. Report to Plan Administrator with respect to non-routine claims in process.
 - l. Submit to Plan Administrator a monthly accounting of payments made, with sufficient detail to provide for the audit and control of funds used.
 - m. Make custom reports available to Plan Sponsor and/or Administrator at the specified rates in Schedule "B"
 - n. Submit to Plan Sponsor and Plan Administrator an annual accounting of benefit payments to participants and dependents by major line of coverage.
 - o. Provide advice on benefit and Plan Document revisions as requested by Plan Sponsor and/or Administrator.
 - p. Assist Plan Sponsor in preparation of Plan Amendments and related materials as necessary. The Contractor shall be remunerated on an hourly basis as specified in Schedule "B".
-
- q. Plan Sponsor will have access to web-based tools, allow plan members to check status of claims, request identification cards, add/remove dependents, review balances (where applicable), and access comprehensive plan performance metrics.
 - r. Various levels of access and information will be developed, with authorization to access different levels set by the Plan Sponsor. Plan Sponsor will be responsible for submitting customization requests, and providing a list of who is to be provided which level of access.
 - s. Provide storage for Plan Sponsor records related to the Plan. Hard copy records will be destroyed in compliance with HIPAA standards, unless the Plan Sponsor wishes to retain hard copy records at its location, in which case, the Plan Sponsor will be solely responsible for maintaining the integrity and the confidentiality of the records and must inform Contractor of its desire to retain said hard copy records with enough advance notice to reasonably comply with the request.

SECTION III Claims for Benefits

- 3.1 Any Plan Participant may make application for benefits from the Plan as provided by the Plan upon the form or forms provided by the Contractor. Each applicant shall fully and truthfully complete such application for benefits and the applicant shall supply such pertinent information as may be required by the Contractor.
- 3.2 Notwithstanding anything herein to the contrary, the Contractor's due investigation and verification shall be limited to a review of the application for benefits to verify that the applicant is a Plan Participant or duly authorized representative/assignee, that the claimed benefit is covered by the Plan and that any deductible or other prerequisite under the Plan has been met. The Contractor can rely on the factual statements contained in any application unless such statements are such that any reasonable person would recognize them as fraudulent on their face.
- 3.3 The Contractor shall not be liable for any action taken at the direction of the Plan Administrator and/or the Plan Sponsor not to pay or honor any Claim. The Plan Administrator and the Plan Sponsor agree to indemnify and hold the Contractor harmless in all instances in which the Contractor follows the express directions of the Plan Sponsor and/or Plan Administrator.

Initial: _____

- 3.4 The Contractor may, at its option, and unless the Plan Participant request otherwise in writing not later than the time of filing proofs of claim, arrange payment of the applicable benefits directly to the health provider rendering the service. Nothing herein contained shall be construed to require that a service be provided by a particular health provider.

SECTION IV Cost of Administration

- 4.1 The Contractor shall be entitled to fees for its services under this Agreement which shall be payable on a monthly basis, except for the installation or annual compliance fees, in accordance with the Schedule of Fees attached to this Agreement as Schedule "B", as revised each contract anniversary, (or more frequently if additional services are requested by Plan Sponsor or Plan Administrator) and signed by a representative of the Plan Sponsor and/or Plan Administrator.
- 4.2 An administrative fee invoice will be mailed to Plan Administrator's designee on a monthly basis. Funding of invoice is due on the 1st of the month following receipt. Payments not received by the 10th of the month will incur a delinquent fee as described below.
- a. Past due Administrative fees: 1% of outstanding fees per month.
- 4.3 Plan Claim Funding request will be requested no less than a weekly basis. Funding of claims is due within 10-days of funding request. Payments not received within 10-days of the funding request will incur an administrative delinquency fee as described below.
- a. Past due claim funding administration fee: 1% of outstanding funding request.

SECTION V The Plan Sponsor and Plan Administrator

- 5.1 As of the Effective Date of this Agreement, if requested, the Plan Sponsor and/or Plan Administrator shall provide the Contractor with a complete list of all employees of the Plan Sponsor who are eligible for benefits from the Plan. Thereafter, the Plan Sponsor and/or Plan Administrator shall notify the Contractor on a monthly basis of all changes in participation. This information shall be provided in a format reasonably acceptable to the Contractor and include the following for each Plan Participant: name and address, Social Security number, date of birth, type of coverage, sex, relationship to employee, changes in coverage, date coverage begins or ends, and any other information necessary to determine eligibility and coverage levels under the Plan. The Plan Sponsor assumes responsibility for any erroneous disbursement of benefits by the Contractor caused by error or neglect on the Plan Sponsor's part in providing eligibility and coverage information to the Contractor, including but not limited to failure to give timely notification of ineligibility of a former Plan Participant. Eligibility information may be communicated via electronic eligibility file, transmitted to Contractor by Plan Sponsor.
- 5.2 The Plan Sponsor and/or Plan Administrator shall collect the contributions, if any, made by the employees of the Plan and shall transfer the money collected to the Claims Payment Account on at least on a monthly basis. The Plan Sponsor, upon notice from the Contractor, shall pay to the Claims Payment Account any deficiencies in the Plan. The obligation to adequately fund the Claims Payment Account for payment of benefits shall always remain on the Plan Sponsor and the Plan Administrator and the funding of the Claims Payment Account and Plan shall never be the responsibility of the Contractor.
- 5.3 The Plan Sponsor and/or Plan Administrator shall assist in the enrollment of the employees in the Plan, cooperate with the Contractor with regard to proper settlement of claims, and transmit any inquires pertaining to the Plan to the Contractor. The Plan Sponsor and Plan Administrator shall maintain a supply of forms, enrollment material or other documents and shall distribute or make available such documents to the employees.

Initial: _____

- 5.4 The Plan Sponsor and/or Plan Administrator shall provide all materials and documents, including summaries for employees, reports, applications and notice forms, as may be necessary or convenient for the operation of the Plan or to satisfy the requirements of governing laws.
- 5.5 Indemnification. In addition to the terms already set forth, each party agrees to indemnify and hold harmless the other party against all claims, demands, costs, expenses (including reasonable attorneys' fees), liabilities, and losses arising under this Agreement where such claims, demands, costs, expenses, liabilities, and losses are caused by acts or omissions of the indemnifying party.
- a. The Contractor will indemnify, defend, and hold the Plan Sponsor and Plan Administrator and their respective directors, officers and employees harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, court costs and attorney's fees, that the Plan Sponsor or Plan Administrator may suffer or incur as a result of any dishonest, fraudulent, grossly negligent, or criminal act or omission of the Contractor or its employees, or by a breach of confidentiality or right of privacy of any Plan Participant by the Contractor except for acts taken at the specific direction of the Plan Sponsor or Plan Administrator. Should the Contractor be called upon to indemnify the Plan Sponsor or Plan Administrator, it may at its discretion choose to handle any defense efforts necessary to counter claims against the Contractor and/or the Plan Sponsor or Plan Administrator which would give rise to, and necessitate, said indemnification. The Contractor shall be entitled to rely, without investigation or inquiry, upon any written communication(s) of the Plan Sponsor or Plan Administrator or agents thereof. ~~This indemnity does not extend to any acts or omissions other than those enumerated in this paragraph.~~ This indemnity shall survive termination of this Agreement. The remedy for payments made in error will be to seek recovery from the Plan Participant or the provider of services.
 - b. The Plan Sponsor and Plan Administrator will indemnify, defend, and hold the Contractor and its respective directors, officers and employees harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, court costs and attorney's fees, that the Contractor may suffer or incur as a result of any dishonest, fraudulent, grossly negligent, or criminal act or omission of the Plan Sponsor or Plan Administrator or their employees, or by the Plan Sponsor or Plan Administrator's breach of confidentiality or right of privacy of any Plan Participant except for acts taken at the specific direction of the Contractor. Should the Plan Sponsor or Plan Administrator be called upon to indemnify the Contractor, it may at its discretion choose to handle any defense efforts necessary to counter claims against the Contractor and/or the Plan Sponsor or Plan Administrator which would give rise to, and necessitate, said indemnification. The Plan Sponsor and Plan Administrator shall be entitled to rely, without investigation or inquiry, upon any written communication(s) of the Contractor or agents of the Contractor. This indemnity does not extend to any acts or omissions other than those enumerated in this paragraph. This indemnity shall survive termination of this Agreement.
 - c. The Contractor will not be liable for any damages, assessments, or other contractual or other issues arising between the Plan Sponsor or Plan Administrator and any vendor thereof, even in the event the Contractor has suggested, introduced, or otherwise endorsed the particular vendor. Contracting with vendors and ensuring that such contracts are adhered to is ultimately the responsibility of the Plan Sponsor.
- 5.6 Notwithstanding anything in this agreement to the contrary, in no event will the Contractor be liable to the Plan Sponsor or the Plan Administrator for any incidental, indirect, special, consequential or non-pecuniary damages of any kind or nature whatsoever arising out of this agreement, whether based in warranty, contract, negligence, strict liability or other tort, breach of any statutory duty, principles of indemnity or contribution, or any other legal theory.
- 5.7 Plan Sponsor will maintain excess loss insurance with a carrier approved by the Contractor and promptly notify the Contractor of any termination, expiration, lapse, or modification of this insurance, if applicable.

Initial: _____

- 5.8 The Plan Sponsor will not require the Contractor, under any circumstances, to issue payment(s) for Claims, or any other costs arising out of the subject matter of this Agreement, unless the Plan Sponsor has previously deposited sufficient funds in the Claims Payment Account or otherwise made sufficient funds available to Contractor to cover such payment(s).

SECTION VI

Termination of the Agreement

- 6.1 Either party may terminate this Agreement on each Plan anniversary. Additionally, either party may terminate this Agreement by providing the other party written notice of termination if: (a) the other party materially breaches its obligations under this Agreement, and the breach is not cured within ninety (90) calendar days after written notice of the breach is provided by the non-breaching party; or (b) the other party becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership or similar proceeding, is deemed by the Commissioner of the New Jersey Department of Banking and Insurance to be an "impaired third party administrator" as defined at N.J.A.C. 11:23-1.2, or makes a general assignment for the benefit of its creditors.
- 6.2 All obligations of the Contractor related to the rights of Plan Participants to payment of benefits under the Plan will be terminated and extinguished on the effective date of termination even if the claim for such benefits arose prior to the termination of this Agreement.
- ~~6.3 If this Agreement is terminated by the Plan Sponsor or Plan Administrator in a manner other than as set forth in Paragraph 6.1 above, all fees due to the Contractor pursuant to Schedule "B" will be annualized reduced by fees paid through the termination date and be paid to the Contractor. Payment of any such fees shall be made to the Contractor within thirty (30) days of receipt of Contractor's invoice for such fees.~~
- 6.4 Upon termination by either party and upon remittance to the Contractor of the amount due pursuant to Paragraph 6.3, the Contractor shall, within sixty (60) days after the date of termination, prepare and deliver to the Plan Sponsor and Plan Administrator a complete and final accounting and report as of the date of termination of the financial status of the Plan. The Contractor, at the time of the final accounting, shall also deliver any funds of the Plan which may be in its possession and control to the Plan Sponsor and shall irreversibly relinquish any control of or access to the Claims Payment Account.
- 6.5 Upon termination by either party, the Plan Sponsor and/or Plan Administrator shall immediately notify all Plan Participants and/or beneficiaries of the termination and its effect upon them.

SECTION VII

Miscellaneous Provisions

- 7.1 In the event of the resignation, termination or inability to serve of the Contractor, the Contractor may appoint a successor. Any successor, upon appointment and his acceptance, shall succeed to and be vested with all rights and obligations conferred on the Contractor. There shall be no assignment of duties by the Contractor without the prior, written consent of the Plan Sponsor, which consent may be granted or withheld at the Plan Sponsor's sole discretion.
- 7.2 If during the operation of the Plan, the Federal Government, the government of any state, or any political subdivision or any instrumentality of either shall assess any tax against or arising from the Plan and the Contractor is required to pay such tax, the Contractor shall report the payment to the Plan Sponsor and make a charge against the Plan for such tax. The Plan Sponsor shall pay any and all taxes, surcharges, licenses, and fees levied, if any, by any local, State, or Federal authority in connection with the Plan.
- 7.3 Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.

Initial: _____

- 7.4 This Agreement may be amended by the Plan Sponsor, Plan Administrator and Contractor at any time by mutual written consent of said parties; provided however, that said amendment may not contradict the Plan Document or prejudice any existing Claim.
- 7.5 The Contractor shall not assume any of the functions, responsibilities, liabilities or obligations of the Plan Administrator except as herein expressly set forth.
- 7.6 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as though such invalidity or unenforceable provisions were omitted.
- 7.7 Neither party may assign its rights or obligations under this Agreement without the prior, written consent of the other party.
- 7.8 Except to the extent preempted by federal law, this Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, without regard to its choice of law principles.
- 7.9 The Plan Sponsor, the Plan Administrator and the Contractor each acknowledge that as a result of entering into this Agreement, each party has and will continue to reveal and disclose to the other, information that is proprietary and/or confidential of such party ("Confidential Information"). Such Confidential Information may include, but is not limited to all technical and business information relating to products, services, business techniques, costs, profit and margin information, customers, marketing and employee information learned or acquired by or on account of this Agreement. The parties agree that they will (a) hold any such Confidential Information of another party in strict confidence; (b) not disclose Confidential Information of another party to any third parties or to any of its employees not having a legitimate need to know such Confidential Information; and (c) will not use Confidential Information of another party for any purpose not directly related to and necessary for the performance of obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure). The terms and conditions of this paragraph shall survive the termination of this Agreement. Confidential Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered Confidential Information for purposes hereof if; (a) when, and to the extent such Confidential Information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the Confidential Information; or (b) if the unrestricted use of such Confidential Information by the party receiving or disclosing the Confidential Information has been expressly authorized in writing and in advance by an authorized representative of the other party.
- 7.10 If a party is prevented from fulfilling its obligations hereunder by force majeure, such party shall not be liable under this agreement for any delay or failure caused by such occurrence. "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to an act of God, act or omission of civil or military authorities of a state or nation, fire, strike, flood, riot, war, delay of transportation, or inability due to any of these causes to obtain necessary labor, materials or facilities.
- 7.11 Resolution of Disputes-Arbitration of Disputes:
- a. **Agreement to Arbitrate:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), and judgment upon the award rendered by the Arbitrator(s) shall be entered in any court having jurisdiction thereof. The Arbitration shall take place in the State of New Jersey, at a site mutually agreed upon.
 - b. **Appointment of Arbitrators:** Appointment of Arbitrators shall follow the AAA's Commercial Arbitration Rules on the appointment from party appointed panel members, inclusive of selection of neutral umpire, and expedited procedure for all disputes.
 - c. **Award of Arbitrators:** The award of the Arbitrator or Arbitration Panel shall be in writing and shall be final and binding on all parties.

Initial: _____

- d. **Expenses of Arbitration:** All of the parties hereto shall pay their pro rata share of the expenses of such arbitration as provided under the AAA's Commercial Arbitration Rules, which require, among other things, payment of the party appointed arbitrator, one-half (1/2) payment of the neutral umpire. The expenses of witnesses for either side shall be paid by the party producing such witnesses. In addition, each party shall bear its own fees, costs and expenses (including attorney's fees) incurred in connection with the arbitration.
- e. **Arbitration Records to be Held in Confidence:** All arbitration proceedings hereunder, and records thereof, shall be held in strictest confidence by the Arbitrators and the parties. The Arbitrators shall agree in writing to be bound by this provision, prior to the commencement of the arbitration. However, this provision shall not prohibit the Arbitrators or parties from releasing documents for judicial proceedings, regulatory compliance, or pursuant to a properly certified subpoena, or as otherwise permitted under the AAA's Commercial Arbitration Rules.

IN WITNESS WHEREOF, the Plan Sponsor, the Plan Administrator and the Contractor, all intending to be legally bound, have executed this Agreement this 1st day of January / 2025.

Attest:

Man Casella

Point

Christine Hammer

BY:

CONTRACTOR

Attest:

Byram Township

BY:

PLAN SPONSOR

Attest:

Byram Township

BY:

PLAN ADMINISTRATOR

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") dated 1/1/2025, is entered into by and between **BYRAM TOWSHIP** ("Covered Entity") and **POINT C**, ("Business Associate"), and will be made effective as of the last date of signature hereto **January 1, 2025** (the "Effective Date"). Covered Entity and Business Associate are referred to herein collectively as the "Parties" and may be referred to individually as a "Party."

WHEREAS, the purpose of this BAA is to assure the privacy and security of Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") (each as defined below) of the Covered Entity in accordance with the regulations (including, but not limited to, the "Privacy Rule" (45 C.F.R. Part 160, subpart A and C, and Part 164, subparts A and E), the "Security Rule" (45 C.F.R. Part 160, subpart A and C, and Part 164, subparts A and C), the "Breach Notification Rule" (45 C.F.R. Part 160, Subparts A and C, and 45 C.F.R. Subpart D), the "Enforcement Rule" (45 C.F.R. Part 160, Subparts C and D); and the "Electronic Transaction Rule" (45 C.F.R. Parts 160 and 162) issued by the U.S. Department of Health and Human Services ("DHHS") pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the American Recovery and Reinvestment Act, including the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all such laws and regulations as may be amended from time to time. The Privacy Rule, the Security Rule, the Breach Notification Rule, the Enforcement Rule, and the Electronic Transaction Rule are collectively referred to as the "HIPAA Rules";

WHEREAS, HIPAA provides, among other things, that a covered entity is permitted to disclose and allow access to PHI and EPHI to a business associate, and to allow the business associate to obtain and receive PHI, if the covered entity obtains satisfactory assurances in the form of a written contract that the business associate will comply with all applicable HIPAA Rules;

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined, in this BAA shall have the meanings set forth in HIPAA, HITECH, and the HIPAA Regulations.
2. **Services and Applicability.** The Covered Entity and Business Associate have entered into the Services Agreement under which Business Associate may create, receive, use, maintain or transmit PHI from or on behalf of the Covered Entity. This BAA shall only be effective in the event that Business Associate meets the definition of a business associate under 45 C.F.R. 160.103. In the event of a conflict between the terms of the Services Agreement and this BAA with respect to the HIPAA Rules, this BAA shall control unless expressly stated otherwise.
3. **Relationship of the Parties.** None of the provisions of this BAA are intended to create, nor shall they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this BAA and the Services Agreement evidencing their business relationship. Business Associate is an independent contractor and not an agent of the Covered Entity.

4. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI only as permitted or required by the Services Agreement and this BAA, or as otherwise Required by Law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of the Services. Business Associate shall make uses and disclosures of, and requests for PHI from Business Associate only in a manner consistent with the Covered Entity minimum necessary policies and procedures, and shall request, use or disclose no more than the minimum PHI necessary to perform the Services. Business Associate shall not use or disclose PHI in a manner (i) inconsistent with Business Associate's obligations under the HIPAA Rules, or (ii) that would violate the HIPAA Rules if disclosed or used in such a manner by Covered Entity.

4.1 Business Associate may use and disclose PHI for the proper management and administration of its business and to carry out its legal responsibilities in accordance with 45 C.F.R. §164.504(e)(4).

4.2 Business Associate may use PHI to create de-identified information pursuant to the standards set forth at 45 C.F.R. § 164.514(b).

~~4.3 Business Associate may use PHI in its possession to provide data aggregation services relating to the health care operations of the Covered Entity.~~

4.4 Business Associate may disclose PHI in its possession to third parties to support Business Associate's performance of Services, provided that Business Associate has received from the third party written assurances that the PHI will be held confidentially, that the PHI will only be used or further disclosed as Required by Law or for the purpose for which it was disclosed to the third party, and that the third party will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, as required under 45 C.F.R. § 164.504(e)(4).

4.5 To the extent Business Associate is carrying out one or more obligations of the Covered Entity under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

5. **Safeguards for the Protection of PHI.** Business Associate warrants that it has implemented and shall maintain commercially reasonable and appropriate security safeguards for PHI and will protect the confidentiality and integrity of such PHI created, received, used, maintained or transmitted from, or on behalf of the Covered Entity. Business Associate shall comply with the Security Rule, as may be amended, and with the applicable provisions of the Privacy Rule, as may be amended, in carrying out its obligations under the Services Agreement.

6. **Reporting of Unauthorized Uses and Disclosures.** If Business Associate has knowledge of any use or disclosure of PHI not provided for by this BAA, including any Security Incident, then Business Associate shall provide notification without unreasonable delay to Covered Entity in writing. Notwithstanding the above, the Parties acknowledge that probes and reconnaissance scans are commonplace in the industry and as such, the Parties acknowledge and agree that, to the extent such probes and reconnaissance scans constitute Security Incidents, this

Section 6 constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of such Security Incidents for which no additional notice to Covered Entity shall be required, as long as such probes and reconnaissance scans do not result in unauthorized access, Use, or Disclosure of PHI. Probes and reconnaissance scans as used in this Section 6 include, without limitation, pings and other broadcast attacks on Business Associate's firewalls, port scans, and unsuccessful log-on attempts that do not result in unauthorized access, Use, or Disclosure of PHI.

7. **Reporting of Breach of Unsecured PHI.** Business Associate agrees to promptly report to Covered Entity any Breach of Unsecured PHI of which Business Associate becomes aware in the time and manner specified under 45 C.F.R. 164.410, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Following a Breach, Business Associate shall provide Covered Entity with sufficient information to permit the Covered Entity to comply with the Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. To the extent Business Associate is not able to provide all of the information requested by Covered Entity within the time frame set forth above, Business Associate agrees to promptly supplement such information with additional information as it becomes available. Business Associate agrees to act, in cooperation with the Covered Entity, ~~in good faith to investigate and mitigate any harm caused by any unauthorized use, Security Incident, or Breach.~~

8. **Use and Disclosure of PHI by Subcontractors, Agents, and Representatives.** Business Associate shall require any Subcontractor, agent, or other representative that is authorized to create, receive, maintain, or transmit PHI on behalf of Business Associate to execute a business associate agreement to agree in writing to terms, restrictions, conditions, and requirements no less stringent than those that apply to Business Associate set forth herein.

9. **Individual Rights.** To the extent that Business Associate maintains PHI in a Designated Record Set and at the request of Covered Entity, Business Associate agrees to provide the following to Covered Entity to permit Covered Entity to comply with Individual rights requirements as applicable to PHI used or maintained by Business Associate:

9.1. **Right of Access.** Business Associate agrees to provide access to PHI maintained by Business Associate in a Designated Record Set, if any, at the request of the Covered Entity or as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524. Upon receipt of a request for access from an Individual, Business Associate shall forward the request, or direct the Individual, to the Covered Entity within fifteen (15) calendar days of receipt.

9.2. **Right of Amendment.** Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set, if any, that the Covered Entity directs or agrees to, pursuant to 45 C.F.R. §164.526, or take such other measures as directed or agreed to by the Covered Entity to satisfy the Covered Entity's instructions pursuant to such regulation. Upon receipt of a request for amendment from an Individual, Business Associate shall forward such request to the Covered Entity within fifteen (15) calendar days of receipt.

9.3. **Right to Accounting of Disclosures.** Business Associate agrees to document such disclosures of PHI as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to maintain and provide to the Covered Entity such information collected in order to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Upon receipt of a request for an accounting of disclosures Business Associate shall forward the request to the Covered Entity within fifteen (15) calendar days of receipt.

9.4. **Modifications to Individual Rights.** Business Associate shall comply with any request from Covered Entity to comply with Individuals' requests to restrict the uses and disclosures of their PHI under 45 C.F.R. §164.522.

10. **Prohibition on Sale of PHI.** Business Associate shall not receive or provide direct or indirect remuneration in exchange for any PHI in a manner that would violate Section 13405(d) of HITECH or 45 C.F.R. §164.502(a)(5)(ii).

11. **Inspection of Books and Records.** Business Associate shall make its internal practices, books, records, and policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Covered Entity, available to the DHHS Office for Civil Rights ("OCR"), or their agents, or to the Covered Entity for purposes of monitoring compliance with the HIPAA Rules and the HITECH Act. Such information shall be made available in a time and manner designated by the Covered Entity, DHHS or OCR.

12. **Obligations of Covered Entity.**

12.1. **Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the Covered Entity's then-current Notice of Privacy Practices.

12.2. **Revocation of Permitted Use or Disclosure of PHI.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by a patient to use or disclose PHI of Covered Entity, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

12.3. **Restrictions on Use or Disclosure of PHI.** Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in

accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

12.4. Requested Uses or Disclosures of PHI. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity.

13. Term and Termination.

13.1. Term. This BAA shall commence on the Effective Date and end with the termination of the Services Agreement, unless terminated sooner pursuant to this Section 13.

13.2. Termination for Breach. As provided under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate the Services Agreement and any related agreements if the Covered Entity determines that Business Associate has breached a material term of this BAA after Covered Entity shall have provided Business Associate with written notice of the existence of the breach, stating with particularity the nature of the breach, and shall have provided Business Associate with thirty (30) calendar days to cure said breach.

13.3. Termination of Subcontractor. If the Covered Entity determines that a Subcontractor of Business Associate has breached a material term of this BAA, the Covered Entity shall provide Business Associate with written notice of the breach, stating with particularity the nature of the breach, and provide Business Associate with thirty (30) calendar days to require Subcontractor to cure said breach. Failure by Business Associate to cure a breach or violation by the Subcontractor, in the manner set forth above, shall be grounds for immediate termination of the Services Agreement.

13.4. Effect of Termination. Upon termination of the Services Agreement, the Covered Entity may, in its sole discretion, recover all PHI relating to the Covered Entity in the possession of Business Associate and its Subcontractors, agents, or representatives. Business Associate shall return to the Covered Entity or destroy all such PHI, and shall retain no copies. If Business Associate reasonably believes that it is not feasible to return or destroy all PHI as described above, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this BAA shall be extended to any PHI retained after the termination of this BAA, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible.

14. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (a) when delivered personally, against written receipt, (b) if sent by registered or certified mail, return receipt requested, postage prepaid, when received, (c) when received by email transmission, and (d) when delivered by a nationally recognized overnight courier service, prepaid, and shall be sent to the addresses set forth on the signature page of this BAA or at such other address as each Party may designate by written notice to the other by following this notice procedure. Notices shall be sent by both email and hard copy mail.

15. **Miscellaneous.**

15.1. **Regulatory References.** A citation in this BAA to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

15.2. **Amendment.** This BAA may be amended or modified only in a writing signed by the Parties.

15.3. **Interpretation/Integration.** Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA, the HIPAA Rules, and HITECH. This BAA supersedes any business associate agreement or business associate BAA previously entered into by and between the Parties.

15.4. **Governing Law; Venue.** This BAA shall be governed by and construed in all respects under the governing law identified in the Services Agreement. To the extent that the Services Agreement is silent on such matters, the laws of the State of Delaware shall govern.

15.5. **No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

15.6. **Assignment.** This BAA may only be assigned in accordance with the terms and conditions of the Services Agreement.

15.7. **Binding Effect.** The provisions of this BAA shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

15.8. **Counterparts.** This BAA may be executed in counterparts, each of which will constitute an original and all of which will be one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this BAA effective as of the Effective Date.

BYRAM TOWNSHIP

POINT C

"COVERED ENTITY"

"BUSINESS ASSOCIATE"

By: _____

By: Christine Hammerquist

Print Name: _____

Christine Hammerquist

Print Title: _____

President/CEO

Date: _____

Date: 10/14/24

Address: _____

Address: 1934 Olney Ave, Cherry Hill, NJ

**TOWNSHIP OF BYRAM
RESOLUTION NO. 027- 2025**

**AUTHORIZING APPOINTMENT OF THE TOWNSHIP ARCHITECT 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 appoint an Architect for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Fox Architectural Design P.C. a professional services contract for the scope of services at a rate not to exceed what is outlined in 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 anticipated term of this contract is for one year; and

WHEREAS, The Nader Group, LLC 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 The Fox Architectural Design P.C. as described hereinabove; and

BE IT FURTHER RESOLVED, that the Business Entity Disclosure 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 7, 2025.

Cynthia Church, RMC
Township Clerk



HOURLY RATES

The following describes the basis for compensation for services performed during the calendar year 2024

EMPLOYEE CLASSIFICATION		
	Principal Architect	\$195.00 per hour
	Project Architect	\$175.00 per hour
	Project Designer	\$150.00 per hour
	Project Engineer	\$175.00 per hour
	Technician/Clerical	No Charge

PRINTING & REPRODUCTION COSTS (Additional Copies Only)			
11 x 17	18 x 24	24 x 36	30 x 42
\$1.25 per sheet	\$3.00 per sheet	\$6.00 per sheet	\$9.00 per sheet

In the case of any unforeseen costs that may arise, and/or are not addressed within this RFQ/Proposal, Fox Architectural Design, PC will request pre-authorization by the Municipality prior to incurring these costs. Upon approval from the Municipality fees will be invoiced per the hourly rates as shown above.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 028 – 2025**

**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 October 11, 2024 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 7, 2025.

Cynthia Church, RMC



700 Grand Avenue, Unit 5A
Hackettstown, New Jersey 07840
T: 908.850.0977
F: 732.312.9801
fpaengineers.com

October 11, 2024

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.



700 Grand Avenue, Unit 5A
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 blue ink, appearing to read 'DK', is written over a horizontal line.

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

Accepted By:

Name (Printed): _____

Title and Company: _____

Signature: _____ Date: _____



700 Grand Avenue, Unit 5A
Hackettstown, New Jersey 07840
T: 908.850.0977
F: 732.312.9801
fpaengineers.com

2025 Byram Township Hourly Rates

Principal / Director	\$165.00
Project Manager	\$155.00
Licensed Site Remediation Professional (LSRP)	\$165.00
Landscape Architect	\$150.00
Project Engineer	\$145.00
Project Environmental Scientist	\$135.00
Senior Engineer	\$145.00
Project Surveyor	\$160.00
CADD Drafter	\$115.00
Senior CADD Designer	\$130.00
CADD Designer	\$115.00
Resident Engineer	\$135.00
Inspector	\$100.00
Supervising Technician	\$105.00
Party Chief	\$115.00
Principal Technician	\$105.00
Senior CADD Drafter	\$120.00
Staff Engineer	\$130.00
Technician	\$95.00
Planner	\$150.00
Instrument Person	\$105.00
Technical Assistant	\$75.00



2025 Miscellaneous Reimbursable Expenses

Miscellaneous Office Services

Mileage (Employee Travel Time will be Invoiced at the Individuals Hourly Rate, Door-To-Door)	\$0.67 / 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: October 11, 2024

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- 2025**

**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 7, 2025.

Cynthia Church, RMC
Township Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement made this 7th day of January, 2025, 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 January 1, 2025, 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

Cynthia Church, Municipal Clerk

Alexander Rubenstein, Mayor

WITNESS

COMMUNITY ACTION SERVICES

Steven J. Weinberg

**TOWNSHIP OF BYRAM
RESOLUTION NO. 030 - 2025**

**AUTHORIZING APPOINTMENT OF THE TOWNSHIP SPECIAL PROSECUTOR 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 Special Prosecutor for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Philp G. George, ESQ. of Eric M. Bernstein & Associates, LLC a professional services contract for the year 1/1/2025-12/31/2025 at a rate of \$175.00 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, Philp G. George, ESQ. of Eric M. Bernstein & Associates, LLC 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 Philp G. George, ESQ. of Eric M. Bernstein & Associates, LLC 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 June 7, 2025.

Cynthia Church, RMC
Township Clerk

AGREEMENT FOR LEGAL SERVICES

SPECIAL PROSECUTOR

THIS AGREEMENT, made this 7th day of January 2025 by and between:

TOWNSHIP OF BYRAM (hereinafter referred to as "TOWNSHIP"), being a Municipal Corporation of the State of New Jersey, with offices at 10 Mansfield Drive, Stanhope, New Jersey 07874; and,

ERIC M. BERNSTEIN, ESQ., PHILIP G. GEORGE, ESQ., AND THE LAW OFFICES OF ERIC M. BERNSTEIN & ASSOCIATES, L.L.C., (hereinafter jointly referred to as "ATTORNEY"), located at 34 Mountain Avenue, Building A, P.O. Box 4922, Warren, New Jersey 07059-4922.

WITNESSETH:

WHEREAS, the Mayor and Township Council of the TOWNSHIP OF BYRAM has appointed ATTORNEY as the Special Prosecutor for various conflict municipal court matters and any appeals therefrom for calendar year 2025 and until a successor is qualified and appointed; and,

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) nonetheless authorizes the execution of professional services contracts without competitive bidding; and,

WHEREAS, the Mayor and Township Council has authorized the execution of the within Agreement between the TOWNSHIP and ATTORNEY,

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereby agree as follows:

1. TERM OF OFFICE: ATTORNEY shall serve as Special Prosecutor for all conflict matters in the Municipal Court of the TOWNSHIP for calendar year 2025.

ATTORNEY will continue to serve at least until December 31, 2025 and until ATTORNEY'S successor shall have been qualified and appointed. Irrespective of same, ATTORNEY shall continue to represent the TOWNSHIP in any and all matters assigned to the ATTORNEY prior to the end of his appointment as Special Prosecutor until the completion of the matter or matters assigned.

2. DUTIES OF ATTORNEY: ATTORNEY shall perform any and all duties and obligations as requested by the TOWNSHIP in the performance of his duties. ATTORNEY shall also perform additional duties as requested, in writing, by either the Mayor, Township Council, Township Manager, Municipal Court Judge, Municipal Court Administrator and/or the Township Attorney, as the case may be. Fees for those additional duties shall be negotiated separately with the TOWNSHIP.

3. STATUS: The Attorney/Law Firm shall not be an employee of the TOWNSHIP and shall not be entitled to receive pension, health, and/or any other benefits generally provided to Township employees.

4. COMPENSATION: The TOWNSHIP agrees to pay ATTORNEY at the rate of One Hundred Seventy-Five Dollars (\$175.00) per hour for all time spent by the ATTORNEY for all representation of the TOWNSHIP as Special Prosecutor. ATTORNEY shall not charge separately for clerical services, telephone charges, ordinary postage, parking costs or toll costs. Payments to ATTORNEY shall not exceed the amount appropriated in the Municipal Budget for payments for legal work under this Agreement.

5. AFFIRMATIVE ACTION: During the performance of this Agreement ATTORNEY agrees to abide by the following Affirmative Action requirements, if applicable:

(a) ATTORNEY will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or any other prohibited criteria. ATTORNEY will take

Affirmative Action to ensure that all applicants are recruited and employed, and that employees are treated during employment, without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) ATTORNEY agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

I ATTORNEY will, in all solicitations or advertisements for employees placed by or on behalf of the ATTORNEY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

(d) ATTORNEY, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer, advising the labor union or worker's representative of the ATTORNEY'S commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

I ATTORNEY, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et. seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

(f) ATTORNEY agrees to make good faith efforts to employ minority and women workers consistent with applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 promulgated by the Treasurer, as amended and

supplemented from time to time or in accordance with a binding determination of applicable employment goals determined by the Affirmative Action Office, pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer as amended and supplemented from time to time.

(g) ATTORNEY agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(h) ATTORNEY agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(i) ATTORNEY agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

(j) ATTORNEY shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations and requirements of these public agencies and shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

6. ENTIRE AGREEMENT: This Agreement contains the entire Agreement between the parties and supersedes any prior Agreements of the parties. This Agreement may only be

altered by a written amendment signed by both parties and approved by Resolution of the Township Council of the TOWNSHIP.

7. **AVAILABILITY OF FUNDS:** The within Contract has been authorized by Resolution of the TOWNSHIP to which was affixed a Certificate of Availability of Funds.

8. **NOTICE AS TO P.L. 2005, c. 271, s. 3:** ATTORNEY is advised that he may have the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 if the ATTORNEY receives contracts in excess of Fifty Thousand (\$50,000.00) Dollars from public entities in a calendar year, regardless of whether the contracts were awarded pursuant to a fair and open process or a non-fair and open process. ATTORNEY shall have the responsibility to determine if any filing is necessary.

9. **N.J. BUSINESS REGISTRATION REQUIREMENTS:** ATTORNEY shall comply with the provisions of N.J.S.A. 52:32-44 et. seq. regarding all New Jersey Business Registration requirements.

10. **AFFIRMATIVE ACTION EVIDENCE REQUIREMENTS:** ATTORNEY shall submit to the public agency, after notification of award, but prior to the execution of goods and/or services contract, an Employee Information Report Form AA-302.

(REST OF PAGE LEFT DELIBERATELY BLANK)

IN WITNESS WHEREOF, the Parties have set their hands and seals on the date written hereinabove.

TOWNSHIP OF BYRAM

TOWNSHIP OF BYRAM

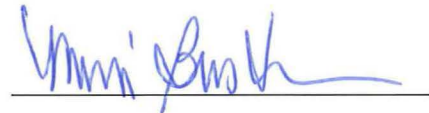
Cynthia Church, Township Clerk

Alexander Rubenstein, Mayor

DATED: _____

ATTESTED:

ERIC M. BERNSTEIN & ASSOC., LLC





Eric M. Bernstein, Esquire

DATED: 10/15/2024

**TOWNSHIP OF BYRAM
RESOLUTION NO. 031 – 2025**

**AUTHORIZING APPOINTMENT OF CONSULTING 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 Consulting 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 1/01/2025-12/31/2025 at a rate not to exceed \$170.00 per hour as outlined in the attached December 4, 2024 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 consulting 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 7, 2025.

Cynthia Church, RMC
Township Clerk



TO: Joe Sabatini, Byram Township Manager

FROM: Paul Gleitz, P.P. AICP

RE: PSA – Consulting Planning Services

Date: December 4, 2024

Latini & Gleitz Planning (L&G) would like to continue to serve Byram Township in the position of Consulting Planner, providing services to the Township Administration and Governing Body for the year 2025.

Our billing rates will increase modestly to \$170 an hour for Principal Planners and \$110 an hour for Associates and \$90 an hour for GIS and Graphics work. The rest of L&G staff is also available to assist Mr. Gleitz in any way necessary.

L&G, and its Principals, have made no political contributions to any candidate for public office in Byram Township. Any additional information, forms or certifications will be made available upon request.

We look forward to working with the Township for another successful year.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Paul Gleitz', with a stylized flourish at the end.

Paul Gleitz, P.P. AICP

Principal, L&G Planning, LLC

**TOWNSHIP OF BYRAM
RESOLUTION NO. 032-2025**

**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 \$27.00 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 7, 2025.

Cynthia Church, Township Clerk

TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY

RESOLUTION NO. 033 - 2025

A RESOLUTION AUTHORIZING THE EMPLOYMENT AND CONTRACT FOR PROFESSIONAL SERVICES TO STUART B. KLEPESCH, ESQ. TO REPRESENT THE MUNICIPALITY IN FORECLOSURE OF TAX SALE CERTIFICATES PURSUANT TO THE TAX SALE LAW, TITLE 54 AND OTHER RELATED SERVICES ASSOCIATED THEREIN

WHEREAS, the Township of Byram is desirous of instituting a program for the foreclosure of tax sale certificates held by the municipality; and,

WHEREAS, the legal expertise required in foreclosing municipal liens is a prerequisite in the township's policy in instituting an active program in foreclosure of municipal held tax sale certificates; 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 resolution memorializing the engagement of said professional service, which requires the award to be publicly advertised; and,

WHEREAS, Stuart B. Klepesch, Esq. has a working knowledge of the rules and statutes governing the foreclosure of municipal tax sale certificates and has performed said services for municipalities within the State of New Jersey and has agreed to offer to the Township of Byram legal services to further its program in instituting the foreclosure of municipal held tax sale certificates.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWNSHIP OF BYRAM,

- 1. That the Mayor and Municipal Clerk are authorized to enter into and execute the Agreement for Professional Services, with Stuart B. Klepesch, Esq. with offices at 25 Lindsley Drive, Suite 200, Morristown, N.J. 07960 for and in the processing and institution of foreclosure of municipal tax sale certificates, in accordance to the attached proposal.
- 2. That the aforesaid legal counsel is hereby delegated to handle those matters delegated by the tax collector and/or township attorney in furtherance of the services in the foreclosure of municipal held tax sale certificates for the period from January 1, 2025 through December 31, 2025.
- 3. That this Contract is awarded without competitive bid and is a “Professional Service” in accordance with N.J.S.A. 40A:11-5 of the Local Public Contracts Law in recognition of the specialized knowledge and unique service required in foreclosure of municipal held tax sale certificates.
- 4. Notice of this resolution shall be published in the New Jersey Herald, as required by law, within ten (10) days of its passage as required by law.

BY ORDER OF THE MAYOR AND COUNCIL

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

Attest:

I hereby certify the within is a true copy of a resolution adopted by the Township Council of the Township of Byram at a duly convened meeting held on January 7, 2025.

Cynthia Church, Municipal Clerk

STUART B. KLEPESCH
ATTORNEY AT LAW
25 LINDSLEY DRIVE
SUITE 200
MORRISTOWN, NEW JERSEY 07960-4454

TEL: (973) 898-1700

FAX: (973) 292-2424

December 30, 2024

Cynthia Church, RMC/CMR
Township Municipal Clerk
BYRAM TOWNSHIP
10 Mansfield Drive
Stanhope, NJ 07874

RE: *In Rem* Foreclosures -Request for Professional Services

Dear Madam Clerk:

I respond to the recent proposal by the municipality seeking counsel to conduct in rem foreclosures on behalf of the Township of Byram. I am aware that the municipality contemplates a list of at least _____municipal tax sale certificates.

Initially, I am pleased to respond to your inquiry and that of the Township Administrator and Tax Collector seek legal service for tax sale foreclosure.

I am familiar with processing in rem foreclosures having been engaged by the township and worked for the past ten years with the Tax Collector's office.

Since the last service in this field, significant change has occurred resulting adoption of revision to the Tax Sale Law and the Rules of Court. These revisions arose from the U.S. Supreme Court decision, last year, in the case of Tyler v. Hennepin County, 598U.S.631, 143 S. Ct. 1369 (2023).

In the Tyler matter, a property owner subject to a foreclosure by municipality may be entitled to the surplus funds which would be realized in excess of the amount to redeem a tax sale certificate. The revision to the Tax Sale Law, and Rules of Court require that a person or party entitled to redeem a municipal tax sale certificate, be provided notice of the right to seek a judicial sale (a sheriff sale) upon entry of a judgment. That any excess award in the bidding process, that exceeds the amount due on the tax sale certificate may be the property of the title owner. This is subject to third party liens

Municipal Clerk, Township of Byram
RE: In Rem Foreclosure-
December 30, 2024
Page 2 of 4.

The updated Rules of Court, now require, that personal service of the Complaint and Notice and any motion or judgment must be served.

The prior process required, the publication of the Notice of In Rem Foreclosure and service by regular and certified mailing to all parties in interest, including judgment creditors.

The nature of the personal service, will require a greater due diligent and expense, in ascertaining the means to personally serve the assessed title owner or party in right to redeem, such as a prior tax sale holder or mortgagee, but the expense to affect the personal service. A process service firm or agency that must be engaged to perform the personal service.

In view of the diligence that must be exerted and time consuming aspects of the foreclosure, particularly, if the assessed owner has a "common" name, such as "Smith" or "White," the foreclosure list, should contain no more than Ten (1) Schedules or tax sale certificates, on each list and combine several properties in title by the **same** assessed owner.

I also recommend not to combine in a list of recent tax sale certificates, certificates sold to the township that are more than ten years from the tax sale and the name of the assessed owner or current owner if a common name, such as Smith or Jones, et al.

Though judgment creditors have no statutory or decisional law that allows a creditor rights of redemption, the title insurers require that notice of the foreclosure must be served upon a judgment creditor, but Not by personal service. Thought the effort and expense remains, to distinguish creditors of a common named debtor, similar in name to an assessed owner.

The legal services to foreclosure a list consisting of a list less than Fifteen (15) schedules is \$1200.00 per schedule. The fee is in recognition that the effort and time is appreciable increased due to the new law and Rules of Court.

Municipal Clerk, Township of Byram
RE: In Rem Foreclosure-
December 30, 2024
Page 3 of 4.

Separately there are expenses to independent investigative service or look up to ascertain addresses of a assessed owner and heirs at law and descendants. The look-up for a person is customarily a charge up to \$90.00 for each search. The legal service fee is exclusive of expense of title searches and investigative search service for addresses of assessed owners or parties in interest and an

abstract company who reviews the process and issues a certificate of regularity, if requested, the service of process of the complaint, notices, motions and judgments and order of sheriff sale, publication and filing fees.

I will obtain a quotation from a title agency that has provided title reports for various municipalities to provide a twenty- year search of title and liens and judgments county and state records. The title searches in the past usually cost \$250.00 for each search unless an extensive search is required because of the history of title. This cost is imposed by the title agency and is not part of the engagement fee for legal services.

The filing fee for complaint has increased for all foreclosure complaints to \$405.00 to the Superior Court of New Jersey and a \$50.00 filing fee for application for judgment.

The publication expense is estimated \$375.00 for publication and \$900.00 mailing expenses. The service of process for a process agency could be as much as \$85.00 for each served party. What use to be, service of the published Notice of In Rem, mailed by regular and certified return receipt, is supplemented by personal service of the Notice.

The hourly rate leading to assisting in the preparation of the foreclosure list, or post foreclosure service will be the rate charged and billed separately fixed at the municipal attorney's rate.

If a certificate is redeemed the municipality is entitled to be reimbursed up to \$500.00 per certificate for its legal expense and search fees up to \$75.00.

Municipal Clerk, Township of Byram
RE: In Rem Foreclosure-
December 30, 2024
Page 4 of 4.

I sincerely appreciate the past opportunity your municipality has given me to prosecute the in rem foreclosure and possibly opportunity to offer legal service and advise in addressing tax sale foreclosure or tax sale certificate matters.

Very truly yours,
/s/ Stuart B. Klepesch
Stuart B. Klepesch, Esq

SBK
Cc: Tax Collector, Twp of Byram

**TOWNSHIP OF BYRAM
RESOLUTION NO. 034-2025**

**ADOPTING THE BYRAM TOWNSHIP
EMPLOYEE HANDBOOK – VERSION 7.0**

WHEREAS, it is the policy of the Township of Byram to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, the New Jersey Civil Service Act, the New Jersey Attorney General’s guidelines with respect to Police Department personnel matters, the New Jersey Workers Compensation Act, the Federal Consolidated Omnibus Budget Reconciliation Act and the Open Public Meeting Act; and

WHEREAS, the Byram Township Council previously determined that there was a need for an Employee Handbook to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations; and

WHEREAS, the Byram Township Council adopted the initial version of the Byram Township Employee Handbook in May 2010, revised in April 2015, September 2019 and February 2022; and

WHEREAS, the Byram Township Employee Handbook was updated to reflect various modifications which were made to insure the handbook is current and conforming with State and Federal law.

NOW, THEREFORE, BE IT RESOLVED by the Byram Township Council that the Byram Township Employee Handbook is hereby adopted with new policies being effective January 1, 2025; and

BE IT FURTHER RESOLVED that the Township Manager has the authority to make de minimis changes to the employee handbook necessary for deployment; and

BE IT FURTHER RESOLVED that the Employee Handbook shall apply to all Township officials, appointees, employees, volunteers and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, the policies and procedures of the Employee Handbook shall prevail; and

BE IT FURTHER RESOLVED that this Employee Handbook is intended to provide guidelines covering public service by Township employees and is not a contract. The provisions of this Handbook may be amended and supplemented from time to time without notice and at the sole discretion of the Byram Township Council; and

BE IT FURTHER RESOLVED that to the maximum extent permitted by law, employment practices for the Township shall operate under the legal doctrine known as “employment at will.”; and

BE IT FURTHER RESOLVED that the Township Manager and all managerial/supervisory personnel are responsible for these employment practices. The Township Labor Counsel shall assist the Manager in the implementation of the policies and procedures in this Handbook.

BYRAM TOWNSHIP COUNCIL

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

Attest: I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township of Byram, Mayor and Council at a meeting held on January 7, 2025.

Cynthia Church, RMC
Township Clerk

TOWNSHIP OF BYRAM
RESOLUTION NO. 035-2025
ESTABLISHING SALARIES FOR NON-UNION EMPLOYEES FOR
CALENDAR YEAR 2025

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, 2025.

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>2025 Salary</u>
Municipal Manager	Joseph Sabatini	\$153,000.00
Deputy Municipal Manager	Philip Crosson, Jr.	92,006.73
Chief of Police	Daniel DeWald	177,320.88
Township Clerk/Registrar	Cynthia Church	79,017.54
Chief Financial Officer/Deputy Tax Collector	Ashleigh Frueholz	134,433.22
Municipal Tax Collector	Michele McElroy	65,422.48
Tax Assessor	Penny Holenstein	69,822.51
Public Works Superintendent	Michael Orgera	113,533.78
Zoning Officer	Nicholas Cutrone	65,794.90
Land Use Technical Assistant	Caitlin Phillips	58,262.40
Recreation Director	Deborah Armeno	71,267.40
Construction Official/Building Subcode Official	Peter Karcher	102,831.06
Plumbing Subcode Official	Larry Allen	45.90/Hour
Electrical Inspector	Dennis Dondero	45.90/Hour
Electrical Subcode Official	Glenn Kovach	49.68/Hour
Fire Subcode Official	Joseph Serrecchia	47.76/Hour
Sanitary Sewer License Operator	Michael Orgera	14,484.50
Senior Transportation Driver	Scott Caton	21.65/Hour
Emergency Management Coordinator	Kevin Dishinger	1,500.00
Deputy Emergency Management Coordinator	Philip Crosson, Jr.	1,500.00

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 7, 2025.

Cynthia Church, Township Clerk

List of Bills - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Vendor	Description	Payment	Check Total
Claims Account			
40 - ALLIED OIL, LLC	PO 28637 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	6,509.20	6,509.20
3239 - AQUA NJ	PO 28100 LEE HILL WATER SERVICE 2024-ACCT#0022918	34.65	34.65
106 - ATLANTIC COMMUNICATIONS, INC	PO 29795 POLICE - RADIO REPAIR - CAR #7- NJ STATE	194.50	
	PO 29900 FIRE DEPT - ENGINE #4 RADIO CHECK/REPIAR	312.50	507.00
111 - AURORA ELECTRICAL SUPPLY CO., LLC	PO 28357 2024 Blanket For Supplies	181.59	181.59
149 - BLUE DIAMOND DISPOSAL, INC.	PO 28587 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	56,750.00	56,750.00
3901 - BOTROS, AMIR	PO 29866 ESCROW RELEASE	429.00	429.00
3821 - CREATIVE MANAGEMENT, INC.	PO 28638 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	6,250.13	6,250.13
2665 - CWL PLANNING, LLC	PO 29844 ESCROW - JULY 2024 SERVICES - CARTRIDGE	562.50	
	PO 29845 ESCROW - JULY 2024 SERVICES - VEOLIA WAT	412.50	
	PO 29846 ESCROW - JUNE 2024 SERVICES - NIEC	675.00	
	PO 29847 ESCROW - MARCH-OCTOBER 2024 SERVICES - B	1,725.00	3,375.00
385 - DENVILLE LINE PAINTING, INC.	PO 29612 LINE STRIPING OF AMITY RD & TOMAHAWK TRL	6,264.86	6,264.86
2104 - DOVER BRAKE & CLUTCH CO., INC.	PO 28124 2024 Blanket For Parts and Supplies	15.58	15.58
3725 - EASTMAN, MICHELLE	PO 29836 SKI CLUB - REIMBURSEMENT FOR CHAPERONE P	279.99	279.99
3345 - EM ELECTRICAL CONTRACTORS, LLC	PO 29838 REFUND - PORTION OF PERMIT #24-903	231.00	231.00
520 - FINCH FUEL OIL CO, INC.	PO 28102 1ST QUARTER 2024 BLANKET PURCHASE ORDER	5,799.19	5,799.19
3878 - FOX ARCHITECTURAL DESIGN, PC	PO 29581 ARCHITECTURAL DESIGN CONCEPT FOR POLICE	5,770.00	5,770.00
3700 - FRED BEANS FORD OF WASHINGTON	PO 28122 2024 Blanket For Parts	754.40	754.40
3252 - GOVERNMENT FORMS AND SUPPLIES	PO 29742 ADMIN - DATE STAMPS	368.50	368.50
3535 - GRACIE & HARRIGAN CONSULTING FORESTERS,	PO 29839 FORESTER - DECEMBER 2024 SERVICES	140.00	140.00
2390 - GTBM, INC.	PO 29676 POLICE - REPLACEMENT CAR 7 MODEM - QUOTE	1,367.10	1,367.10
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 28242 1ST QUARTER 2024 BLANKET PURCHASE ORDER	1,567.01	
	PO 29401 2024 TAX MAP UPDATES	2,479.60	
	PO 29869 ESCROW - JULY 2024 SERVICES - NORTH SHOR	851.00	
	PO 29870 ESCROW - JULY 2024 SERVICES - KYOSIS, LL	615.50	
	PO 29877 ESCROW - OCTOBER 2024 SERVICES - ELIZABE	284.00	
	PO 29878 ESCROW - OCTOBER 2024 SERVICES - ELIZABE	37.50	5,834.61
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 29879 ESCROW - OCTOBER 2024 SERVICES - ELIZABE	37.50	
	PO 29880 ESCROW - OCTOBER 2024 SERVICES - ELIZABE	37.50	
	PO 29881 ESCROW - OCTOBER 2024 SERVICES - ELIZABE	2,630.63	
	PO 29882 ESCROW - OCTOBER 2024 SERVICES - ELIZABE	1,188.00	
	PO 29883 ESCROW - OCTOBER 2024 SERVICES - ELIZABE	37.50	3,931.13
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 29884 ESCROW - OCTOBER 2024 SERVICES - NJ NATU	2,684.63	
	PO 29886 OCTOBER 2024 SERVICES - RESURFACING OF M	552.64	
	PO 29887 OCTOBER 2024 SERVICES - RESURFACING OF S	762.02	3,999.29
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 29888 2024 RESURFACING OF VARIOUS STREETS - OC	1,032.01	
	PO 29889 OCTOBER 2024 SERVICES - MANSFIELD DR TEN	2,905.50	
	PO 29890 OCTOBER 2024 SERVICES - CO JOHNSON PARK	793.00	4,730.51
751 - JCP&L	PO 29898 MONTHLY SERVICE	421.31	421.31
751 - JCP&L	PO 29899 MONTHLY SERVICE	2,003.89	2,003.89
751 - JCP&L	PO 29901 MONTHLY SERVICE	60.44	60.44
751 - JCP&L	PO 29902 MONTHLY SERVICE	69.72	69.72
751 - JCP&L	PO 29903 MONTHLY SERVICE	125.06	125.06
751 - JCP&L	PO 29911 MONTHLY SERVICES	328.58	328.58
2031 - KETCHUM MFG, CO., INC	PO 29800 DOG LICENSES TAGS - QUOTE DATE: 10/21/24	416.20	416.20
860 - LADDEY, CLARK & RYAN, LLP	PO 29791 LABOR & EMPLOYMENT COUNSEL - AUGUST 2024	218.40	
	PO 29792 AUGUST 2024 SERVICES - OPRA	393.12	
	PO 29848 LABOR & EMPLOYMENT COUNSEL - OCTOBER 202	147.00	758.52
3883 - LIMITLESS AUTO LABS, LLC	PO 29649 POLICE - VEHICLE TINT	1,050.00	1,050.00
1928 - LINDE GAS & EQUIPMENT, INC.	PO 28766 2024 Blanket for Tank Leases	99.12	99.12
3232 - LUBENET, LLC	PO 28558 2024 Blanket for Oils - MCCPC Contract #	559.00	559.00
3896 - LYNN CARD COMPANY	PO 29807 POLICE - PUBLIC RELATIONS CARDS	238.00	238.00
3699 - MARAZITI FALCON, LLP	PO 29867 ESCROW - JANUARY 2024 SERVICES - DELELLI	157.50	
	PO 29868 ESCROW - APRIL 2024 SERVICES - IAT REINS	490.00	647.50
3699 - MARAZITI FALCON, LLP	PO 29871 ESCROW - AUGUST 2024 SERVICES - KYOSIS,	892.50	
	PO 29872 ESCROW - SEPTEMBER 2024 SERVICES - NORTH	385.00	1,277.50
3699 - MARAZITI FALCON, LLP	PO 29875 ESCROW - OCTOBER 2024 SERVICES - KYOSIS,	770.00	770.00
1340 - MORELAND, BRIAN J.	PO 29749 DEPOSITION - YOHANANOV V BYRAM TWP	355.00	355.00

List of Bills - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Vendor	Description	Payment	Check	Total
1059 - MORRIS COUNTY PUBLIC SAFETY	PO 29789 POLICE - TRAINING COURSE	100.00		100.00
2875 - MORTON SALT, INC.	PO 29292 2024 BLANKET PURCHASE ORDER - ROCK SALT	7,116.75		7,116.75
2625 - NAPA AUTO PARTS	PO 28120 2024 Blanket For Parts	192.63		192.63
1160 - NETCONG HARDWARE CO., INC.	PO 28121 2024 Blanket For Supplies	51.25		
	PO 28121 2024 Blanket For Supplies	27.13		78.38
2280 - ONE CALL CONCEPTS, INC.	PO 28310 2024 BLANKET PURCHASE ORDER - CALL BEFOR	18.59		18.59
1244 - OTC BRANDS, INC.	PO 29700 SUPPLIES FOR CHRISTMAS TREE LIGHTING EVE	716.81		716.81
1775 - PENTELDATA	PO 28204 2024 BLANKET PURCHASE ORDER - BROADBAND	55.53		55.53
1326 - POSITIVE PROMOTIONS, INC.	PO 29805 POLICE - PUBLIC RELATIONS SUPPLIES - QUO	486.92		486.92
3672 - R & R TOOLS, LLC	PO 29780 DPW - Scan Tool	799.99		799.99
3652 - ROYALTY CLEANING SERVICES, LLC	PO 28584 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	550.80		550.80
1468 - SCMUA	PO 28130 2024 Blanket For Leaves and Brush	481.05		
	PO 28132 2024 Blanket Bulky Waste	686.25		
	PO 28588 APRIL - DECEMBER 2024 BLANKET PURCHASE O	18,737.84		19,905.14
1483 - SERVICE TIRE TRUCK CENTER, INC.	PO 28125 2024 Blanket For Tires	659.80		659.80
3898 - SPAHL, JEFFREY & KRYSTYNA	PO 29828 Refund - 4th Qtr 2024 Duplicate Tax Paym	2,349.21		2,349.21
1822 - SPARTA, TOWNSHIP OF	PO 28594 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	525.00		525.00
3809 - SPARTAN AGGREGATES, LLC	PO 29832 COJ PARK DEMO - PLAYGROUND DISPOSAL	347.60		347.60
2511 - STUART B. KLEPESCH, ESQ.	PO 29891 ATTORNEY SERVICES FOR TSC #2021-007 - 14	2,695.00		2,695.00
1608 - SUSSEX COUNTY CLERK	PO 29829 Record Assignment of Tax Sale Certificat	8.00		8.00
3570 - TECHNICAL FIRE SERVICES, INC.	PO 29024 FIRE DEPT - PUMP & LADDER TESTING - PROP	1,950.00		1,950.00
1840 - TREASURER, STATE OF NJ	PO 29912 4TH QUARTER 2024 - MARRIAGE LICENSE FEES	275.00		275.00
3879 - ULINE, INC.	PO 29806 POLICE - OFFICE CHAIRS/ARMORY SUPPLIES -	952.36		952.36
3688 - VAN DINE MOTORS, INC.	PO 28127 2024 Blanket For Plow Repair Parts	2,019.39		2,019.39
1884 - VERIZON	PO 29876 Monthly Service	343.56		343.56
1889 - VERIZON WIRELESS	PO 29908 MONTHLY SERVICE	82.68		
	PO 29909 MONTHLY SERVICE	165.01		
	PO 29910 MONTHLY SERVICE	38.01		285.70
1902 - VOGEL, CHAIT, COLLINS AND SCHNEIDER	PO 29842 AFFORDABLE HOUSING - NOVEMBER 2024 SERVI	1,198.75		1,198.75
1926 - WB MASON CO., INC.	PO 28159 2024 WATER COOLOR RENTAL & SUPPLIES	38.03		
	PO 29788 POLICE - OFFICE SUPPLIES - ORDER #S14865	772.12		
	PO 29804 ADMIN - OFFICE SUPPLIES - ORDER #S148664	105.20		915.35
1926 - WB MASON CO., INC.	PO 29824 FINANCE/TAX - OFFICE SUPPLIES - ORDER #S	297.32		297.32
TOTAL				167,546.15

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN OE	273.34			
01-201-20-120-020	CLERK OE	92.12			
01-201-20-130-020	FINANCE ADMINISTRATION OE	134.46			
01-201-20-145-020	TAX COLLECTION OE	133.18			
01-201-20-150-020	TAX ASSESSMENT OE	2,479.60			
01-201-20-155-020	LEGAL SERVICES	3,453.52			
01-201-20-165-020	ENGINEERING	1,567.01			
01-201-21-180-020	PLANNING BD OE	1,290.88			
01-201-21-185-020	ZONING COMMISSION OE	38.01			
01-201-25-240-020	POLICE OE	5,598.68			
01-201-25-265-015	FIRE PREVENTION OE	525.00			
01-201-25-265-020	FIRE OE	2,262.50			
01-201-26-290-020	ROAD REPAIR & MAINT OE	8,431.31			
01-201-26-292-020	FLEET MAINTENANCE	3,886.92			
01-201-26-310-020	PUBLIC BLDGS & GROUNDS OE	1,567.67			
01-201-26-335-030	GARBAGE CONTRACT	74,962.48			
01-201-27-330-020	BOARD OF HEALTH OE	92.13			
01-201-30-420-020	CELEBRATION PUBLIC EVENTS	716.81			
01-201-31-430-020	ELECTRICITY	523.36			
01-201-31-435-020	STREET LIGHTING	2,485.64			
01-201-31-440-020	TELEPHONE	399.09			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

01-201-31-447-020	HEATING OIL	5,799.19			
01-201-31-460-020	GASOLINE	12,759.33			
01-201-32-465-000	RECYCLING TAX APPROP.	525.36			
01-205-55-000-000	Tax Overpayments			2,349.21	
01-213-07-000-000	RESERVE - FEDERAL/STATE GRANTS			481.05	
01-260-05-100	Due to Claims			0.00	133,102.85
01-291-55-000-002	Due to State of NJ - Marriage Licenses			275.00	

TOTALS FOR	Current fund	129,997.59	0.00	3,105.26	133,102.85
=====					
04-215-55-030-000	PRELIM EXP - NEW MUNI BLDG (11-2019)			160.00	
04-215-55-038-000	VARIOUS ST IMPROVEMENTS (04-2021)			1,314.66	
04-215-55-042-000	VARIOUS STREET IMPROVEMENTS (004-2022)			1,032.01	
04-215-55-048-000	VARIOUS STREET IMPROVEMENTS (006-2023)			6,264.86	
04-215-55-050-000	ADDIT PRELIM EXP - MUNI BLDG (009-2023)			5,610.00	
04-260-05-100	Due to Claims			0.00	14,381.53

TOTALS FOR	Capital	0.00	0.00	14,381.53	14,381.53
=====					
05-201-55-502-020	OPERATING OE	45.72			
05-260-05-100	Due to Claims			0.00	45.72

TOTALS FOR	Sewer	45.72	0.00	0.00	45.72
=====					
12-260-05-100	Due to Claims			0.00	416.20
12-286-56-000-001	Reserve - Dog Trust			416.20	

TOTALS FOR	Animal Trust	0.00	0.00	416.20	416.20
=====					
17-260-05-100	Due to Claims			0.00	4,186.10
17-286-56-000-001	Reserve - Open Space			4,186.10	

TOTALS FOR	Open Space Trust	0.00	0.00	4,186.10	4,186.10
=====					
19-260-05-100	Due to Claims			0.00	231.00
19-286-56-000-400	Reserve - Uniform Construction Code			231.00	

TOTALS FOR	Other Trust	0.00	0.00	231.00	231.00
=====					
20-260-05-100	Due to Claims			0.00	279.99
20-286-56-800-000	SPORTS			279.99	

TOTALS FOR	Recreation Trust	0.00	0.00	279.99	279.99
=====					
24-260-05-100	Due to Claims			0.00	14,902.76
24-280-56-000	Reserve for Developers Escrow Deposits			11,941.76	
24-280-56-175	North Shore Water Assoc. - #9707758682			1,236.00	
24-280-56-209	Byram Waterloo, LLC - #3667221100			1,725.00	

TOTALS FOR	Developers Escrow - VNB	0.00	0.00	14,902.76	14,902.76
=====					

Total to be paid from Fund 01 Current fund	133,102.85
Total to be paid from Fund 04 Capital	14,381.53
Total to be paid from Fund 05 Sewer	45.72
Total to be paid from Fund 12 Animal Trust	416.20
Total to be paid from Fund 17 Open Space Trust	4,186.10
Total to be paid from Fund 19 Other Trust	231.00
Total to be paid from Fund 20 Recreation Trust	279.99
Total to be paid from Fund 24 Developers Escrow - VNB	14,902.76

167,546.15

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

Checks Previously Disbursed

2024110	PITNEY BOWES RESERVE ACCT	PO# 29906	POSTAGE REFILL	2,000.00	12/30/2024
9123024	BYRAM TWP PAYROLL ACCT		12/30/2024 PAYROLL	202,457.21	12/26/2024

				204,457.21	

Totals by fund	Previous Checks/Voids	Current Payments	Total

Fund 01 Current fund	204,457.21	133,102.85	337,560.06
Fund 04 Capital		14,381.53	14,381.53
Fund 05 Sewer		45.72	45.72
Fund 12 Animal Trust		416.20	416.20
Fund 17 Open Space Trust		4,186.10	4,186.10
Fund 19 Other Trust		231.00	231.00
Fund 20 Recreation Trust		279.99	279.99
Fund 24 Developers Escrow - VNB		14,902.76	14,902.76

BILLS LIST TOTALS	204,457.21	167,546.15	372,003.36
			=====

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Account	P0 #	Vendor	Description	Payment	Account Total
Current fund					
DEPARTMENT 000					
01-205-55-000-000	29828	SPAHL, JEFFREY & KRISTYNA	4th Qtr 2024	2,349.21	
		Tax Overpayments	TOTAL FOR ACCOUNT		2,349.21
01-291-55-000-002	29912	TREASURER, STATE OF NJ	4TH QUARTER 2024 MARRIAGE LICENSE FEES	275.00	
		Due to State of NJ - Marriage Licenses	TOTAL FOR ACCOUNT		275.00
TOTAL for DEPARTMENT 000				=====	2,624.21
DEPARTMENT 100					
01-201-20-100-200	29804	WB MASON CO., INC.	ITEM #FEL00701 - STOR/FILE STORAGE BOX,	74.59	
	29804	WB MASON CO., INC.	ITEM #FEL00703 - STOR/FILE STORAGE BOX,	30.61	
	29742	GOVERNMENT FORMS AND SUPPLIES	SHIPPING	4.12	
	29742	GOVERNMENT FORMS AND SUPPLIES	2000+ 2360 DATE STAMPER; IMPRESSION AREA	88.00	
		Office Supplies	TOTAL FOR ACCOUNT		197.32
01-201-20-100-250	29909	VERIZON WIRELESS	Community Relations - iPad - Acct #28217	38.01	
	29909	VERIZON WIRELESS	Administration - iPad - Acct #282179761-	38.01	
		Cell Phone -Administration	TOTAL FOR ACCOUNT		76.02
TOTAL for DEPARTMENT 100				=====	273.34
DEPARTMENT 120					
01-201-20-120-200	29742	GOVERNMENT FORMS AND SUPPLIES	2000+ 2360 DATE STAMPER; IMPRESSION AREA	88.00	
	29742	GOVERNMENT FORMS AND SUPPLIES	SHIPPING	4.12	
		Office Supplies	TOTAL FOR ACCOUNT		92.12
TOTAL for DEPARTMENT 120				=====	92.12
DEPARTMENT 130					
01-201-20-130-200	29824	WB MASON CO., INC.	ITEM #UNV20822 - UNIVERSAL DELUXE PREPRI	4.45	
	29824	WB MASON CO., INC.	ITEM #DURMN16RT4Z - DURACELL COPPERTOP 9	16.99	
	29824	WB MASON CO., INC.	ITEM #WBM22201GN - CIRCUS COLORS COLORED	49.20	
	29824	WB MASON CO., INC.	ITEM #SAN25025 - SHARPIE ACCENT TANK STY	7.58	
	29824	WB MASON CO., INC.	ITEM #UNV79000 - UNIVERSAL STANDARD CHIS	4.50	
	29824	WB MASON CO., INC.	ITEM #MMM65424SSMIACP - POST-IT SUPER ST	21.13	
	29824	WB MASON CO., INC.	ITEM #FEL00703 - BANKERS BOX STOR/FILE S	30.61	
		Office Supplies	TOTAL FOR ACCOUNT		134.46
TOTAL for DEPARTMENT 130				=====	134.46

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 145					
01-201-20-145-200	29824	WB MASON CO., INC.	ITEM #HEWCF280A - HP 80A (CF280A) TONER	125.18	
		Office Supplies	TOTAL FOR ACCOUNT		125.18
01-201-20-145-207	29829	SUSSEX COUNTY CLERK	Blk 330 Lot 1.07 - 14 Division Lane	8.00	
		Printing	TOTAL FOR ACCOUNT		8.00
TOTAL for DEPARTMENT 145					133.18
DEPARTMENT 150					
01-201-20-150-214	29401	HAROLD E. PELLOW & ASSOCIATES,	OCTOBER 2024 SERVICES - 2024 TAX MAP UPD	2,479.60	
		Map Maintenance	TOTAL FOR ACCOUNT		2,479.60
TOTAL for DEPARTMENT 150					2,479.60
DEPARTMENT 155					
01-201-20-155-808	29848	LADDEY, CLARK & RYAN, LLP	LEGAL RESEARCH RE: APPEAL OF FINAL NOTIC	84.00	
	29848	LADDEY, CLARK & RYAN, LLP	EXCHANGE EMAILS RE: PERSONNEL MATTER & F	63.00	
	29792	LADDEY, CLARK & RYAN, LLP	REVIEW OF OPRA MATTERS & EMAIL INFO RE:	63.00	
	29792	LADDEY, CLARK & RYAN, LLP	REVIEW OF OPRA REQUEST & DOCUMENTS; REDA	252.00	
	29792	LADDEY, CLARK & RYAN, LLP	TELEPHONE CALL W/PATTY. REVIEW & FORWARD	63.00	
	29792	LADDEY, CLARK & RYAN, LLP	DOCUMENT REPRODUCTION EXPENSE, POSTAGE,	15.12	
	29791	LADDEY, CLARK & RYAN, LLP	DOCUMENT REPRODUCTION EXPENSE, POSTAGE,	8.40	
	29791	LADDEY, CLARK & RYAN, LLP	FOLLOW UP ON STATUS OF PERSONNEL MATTER;	210.00	
		Legal Retainer	TOTAL FOR ACCOUNT		758.52
01-201-20-155-908	29891	STUART B. KLEPESCH, ESQ.	ATTORNEY SERVICES FOR TSC #2021-007 - 14	2,695.00	
		Litigation - Misc Legal	TOTAL FOR ACCOUNT		2,695.00
TOTAL for DEPARTMENT 155					3,453.52
DEPARTMENT 165					
01-201-20-165-020	28242	HAROLD E. PELLOW & ASSOCIATES,	OCTOBER 2024 SERVICES - LITTLE PAINT WAY	232.00	
	28242	HAROLD E. PELLOW & ASSOCIATES,	OCTOBER 2024 SERVICES - LEAF DUMP STORAG	153.38	
	28242	HAROLD E. PELLOW & ASSOCIATES,	OCTOBER 2024 SERVICES - MUNICIPAL ENGINE	1,181.63	
		ENGINEERING	TOTAL FOR ACCOUNT		1,567.01
TOTAL for DEPARTMENT 165					1,567.01

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 180					
01-201-21-180-200		29742 GOVERNMENT FORMS AND SUPPLIES	2000+ 2360 DATE STAMPER; IMPRESSION AREA	88.00	
		29742 GOVERNMENT FORMS AND SUPPLIES	SHIPPING	4.13	
	Office Supplies		TOTAL FOR ACCOUNT		92.13
01-201-21-180-224		29842 VOGEL, CHAIT, COLLINS AND SCHNEIDER	TELEPHONE CONFERENCE W/MR. SABATINI. TEL	131.25	
		29842 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF HIGHLAND COUNCIL GUIDELINES RE	87.50	
		29842 VOGEL, CHAIT, COLLINS AND SCHNEIDER	DRAFTING OF E-MAIL TO ALYSE HUBBARD. TEL	218.75	
		29842 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & TELEPHONE CONFERENCE	262.50	
		29842 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL REGARDING PLANNER OF HI	52.50	
		29842 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAILS FROM PAUL GLIETZ & JOE	175.00	
		29842 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF EMAIL. TELEPHONE CONFERENCE W/	131.25	
		29842 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL FROM PAUL GLIETZ REGARD	52.50	
		29842 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL REGARDING PAUL GLIETZ W	87.50	
	Affordable Housing		TOTAL FOR ACCOUNT		1,198.75
				=====	
TOTAL for DEPARTMENT 180					1,290.88
DEPARTMENT 185					
01-201-21-185-272		29909 VERIZON WIRELESS	Zoning - iPad - Acct #282179761-0002	38.01	
	Miscellaneous		TOTAL FOR ACCOUNT		38.01
				=====	
TOTAL for DEPARTMENT 185					38.01
DEPARTMENT 240					
01-201-25-240-200		29806 ULINE, INC.	ITEM #H-6090 - QUICK ADJUST MOP/BROOM HO	44.00	
		29806 ULINE, INC.	SHIPPING/HANDLING	89.36	
		29806 ULINE, INC.	ITEM #H-7200NB - WATERHOG BOOT TRAY - 15	38.00	
		29788 WB MASON CO., INC.	ITEM #SST25350 - "BIG SHOT" XL BIG & TAL	686.70	
		29806 ULINE, INC.	ITEM #H-4687BLU - WALL MOUNT PANEL RACK	86.00	
		29806 ULINE, INC.	ITEM #H-2753 - LEATHER CONFERENCE ROOM C	465.00	
		29806 ULINE, INC.	ITEM #H-3636BL - DELUXE FABRIC TASK CHAI	230.00	
		29788 WB MASON CO., INC.	ITEM #AVE11025RZ8 - METAL SPLIT RIM KEY	6.45	
		29788 WB MASON CO., INC.	ITEM #SHRELM335BBL - EL-M335 10-DIGIT EX	17.99	
	Office Supplies/Misc		TOTAL FOR ACCOUNT		1,663.50
01-201-25-240-207		29805 POSITIVE PROMOTIONS, INC.	SET-UP CHARGE	65.00	
		29807 LYNN CARD COMPANY	THIN BLUE LINE HOLIDAY CARDS	119.00	
		29805 POSITIVE PROMOTIONS, INC.	SET-UP CHARGE	30.00	
		29807 LYNN CARD COMPANY	POLICE SYMPATHY CARDS	119.00	
		29805 POSITIVE PROMOTIONS, INC.	ITEM #KCB-63 - PU19: ACTBK: POLICE OFFIC	79.00	
		29805 POSITIVE PROMOTIONS, INC.	SHIPPING & HANDLING	40.42	
		29805 POSITIVE PROMOTIONS, INC.	ITEM #OSA8970 - PLASTIC JUNIOR POLICE BA	272.50	
	Printing		TOTAL FOR ACCOUNT		724.92
01-201-25-240-211		29649 LIMITLESS AUTO LABS, LLC	Vehicle Tint	1,050.00	
	Service/Maintenance		TOTAL FOR ACCOUNT		1,050.00
		29749 MORELAND, BRIAN J.	11/15/2024 - DEPOSITION - YOHANANOV V BY	355.00	
		29788 WB MASON CO., INC.	ITEM #ATSP6780 - SNOW RAKE, HEAVY DUTY,	60.98	

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 240					
01-201-25-240-220	Operating Maintenance		TOTAL FOR ACCOUNT		415.98
	29908	VERIZON WIRELESS	Detective Phone - Acct #282179761-00001	82.68	
01-201-25-240-250	Cell Phone - Police		TOTAL FOR ACCOUNT		82.68
	29795	ATLANTIC COMMUNICATIONS, INC	OLD CAR #7- COMPLETE CHECK OF RADIO, FOU	187.50	
	29795	ATLANTIC COMMUNICATIONS, INC	MINI UHF CONNECTOR	7.00	
01-201-25-240-266	Radio Repairs Upgrade		TOTAL FOR ACCOUNT		194.50
	29789	MORRIS COUNTY PUBLIC SAFETY	METHODS OF INSTRUCTION - 11/18/2024 - CH	100.00	
01-201-25-240-271	Police & Fire Training		TOTAL FOR ACCOUNT		100.00
	29676	GTBM, INC.	PART #MA03-0920-C7A-NA - CRADLEPOINT R92	1,367.10	
01-201-25-240-283	New Equipment		TOTAL FOR ACCOUNT		1,367.10
					=====
TOTAL for DEPARTMENT 240					5,598.68
DEPARTMENT 265					
	28594	SPARTA, TOWNSHIP OF	DECEMBER 2024 FIRE PREVENTION SERVICES	525.00	
01-201-25-265-015	FIRE PREVENTION OE		TOTAL FOR ACCOUNT		525.00
	29024	TECHNICAL FIRE SERVICES, INC.	FIRE DEPARTMENT ANNUAL PUMPER SERVICE TE	1,500.00	
	29024	TECHNICAL FIRE SERVICES, INC.	FIRE DEPARTMENT ANNUAL GROUND LADDER TES	450.00	
01-201-25-265-211	Service/Maintenance		TOTAL FOR ACCOUNT		1,950.00
	29900	ATLANTIC COMMUNICATIONS, INC	ENGINE #4 - COMPLETE CHECK OF HIGHBAND R	312.50	
01-201-25-265-266	Radio Repairs Upgrade		TOTAL FOR ACCOUNT		312.50
					=====
TOTAL for DEPARTMENT 265					2,787.50
DEPARTMENT 290					
	28120	NAPA AUTO PARTS	HOWES DSL FUEL ADDITIVE	31.98	
	28766	LINDE GAS & EQUIPMENT, INC.	INDUSTRIAL HIGH PRESSURE LEASE 11/20-12/	56.64	
	28766	LINDE GAS & EQUIPMENT, INC.	INDUSTRIAL ACETYLENE LEASE 11/20-12/20/2	42.48	
01-201-26-290-220	Operating Maintenance		TOTAL FOR ACCOUNT		131.10
	29909	VERIZON WIRELESS	DPW - Assistant Supervisor Acct #2821797	50.98	
	29910	VERIZON WIRELESS	DPW IPAD - ACCT #642119479-00001	38.01	
01-201-26-290-250	Cell Phone - DPW		TOTAL FOR ACCOUNT		88.99
	29292	MORTON SALT, INC.	12/13/24 - ROCK SALT DELIVERY 18.26 TONS	1,318.37	
	29292	MORTON SALT, INC.	12/06/24 - ROCK SALT DELIVERY 80.31 TONS	5,798.38	
01-201-26-290-251	Salt		TOTAL FOR ACCOUNT		7,116.75
	28127	VAN DINE MOTORS, INC.	3 GALLON PER MINUTE PUMP	294.48	
01-201-26-290-255	Road Safety		TOTAL FOR ACCOUNT		294.48
	29780	R & R TOOLS, LLC	Item #THCTKSHD - ThinkScan HD Heavy-Duty	799.99	
01-201-26-290-283	New Equipment		TOTAL FOR ACCOUNT		799.99

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 290					
TOTAL for DEPARTMENT 290					=====8,431.31
DEPARTMENT 292					
01-201-26-292-260	Fire Department	28124 DOVER BRAKE & CLUTCH CO., INC.	REFLECTOR, RED, OVAL SCREW	9.00	
		28124 DOVER BRAKE & CLUTCH CO., INC.	2 1/2" ROUND REFLECTOR CM AMBER	6.58	
		28120 NAPA AUTO PARTS	RTU EXT/LIFE GALLON	47.94	
		TOTAL FOR ACCOUNT			63.52
01-201-26-292-270	DPW Fleet	28120 NAPA AUTO PARTS	POWER SERVICE DIESEL	21.76	
		28120 NAPA AUTO PARTS	FUEL FILTER	29.40	
		28120 NAPA AUTO PARTS	FILTER	31.18	
		28558 LUBENET, LLC	SYNTHETIC BLEND 5W-30 OIL - 55 GALLON	399.00	
		28558 LUBENET, LLC	W.W. - 20 FLUID - 55GAL	160.00	
		28127 VAN DINE MOTORS, INC.	REAR TIMBRENS INSTALLED	590.00	
		28127 VAN DINE MOTORS, INC.	PASSENGER WING	1,009.91	
		28120 NAPA AUTO PARTS	LED M/C 12V GROMMET	8.17	
		28122 FRED BEANS FORD OF WASHINGTON	RETAINER	6.50	
		28127 VAN DINE MOTORS, INC.	1 HOUR ADDITIONAL LABOR	125.00	
		28122 FRED BEANS FORD OF WASHINGTON	CAMERA	704.27	
		TOTAL FOR ACCOUNT			3,085.19
01-201-26-292-280	Police Dept. Fleet	28125 SERVICE TIRE TRUCK CENTER, INC.	SCRAP TIRE DISPOSAL	28.00	
		28122 FRED BEANS FORD OF WASHINGTON	VALVE ASSY	43.63	
		28125 SERVICE TIRE TRUCK CENTER, INC.	DISMOUNT/MOUNT SPIN BALANCE	95.80	
		28125 SERVICE TIRE TRUCK CENTER, INC.	110T GOODYEAR WRL FORTITUDE HT	536.00	
		28120 NAPA AUTO PARTS	ENGINE OIL FILTER	22.20	
		TOTAL FOR ACCOUNT			725.63
01-201-26-292-290	SR Van Fleet	28121 NETCONG HARDWARE CO., INC.	DURACELL 2PK 3V 2032 BATTERY	12.58	
TOTAL for DEPARTMENT 292					=====3,886.92
DEPARTMENT 310					
01-201-26-310-220	Operating Maintenance	28159 WB MASON CO., INC.	5 GALLON WATER DEPOSIT	54.00	
		28159 WB MASON CO., INC.	5 GALLON WATER DEPOSIT CREDIT	-54.00	
		28121 NETCONG HARDWARE CO., INC.	GE 3W RED A15 PARTY BULB	6.29	
		28159 WB MASON CO., INC.	DECEMBER 2024 WATERCOOLER RENTAL	3.80	
		28357 AURORA ELECTRICAL SUPPLY CO., LLC	3100LM, 30W	125.79	
		28121 NETCONG HARDWARE CO., INC.	GT HD ADJ NOZZLE	32.38	
		28159 WB MASON CO., INC.	5 GALLON WATER JUG	40.23	
		28584 ROYALTY CLEANING SERVICES, LLC	DECEMBER 2024 JANITORIAL SERVICES	550.80	
		28159 WB MASON CO., INC.	5 GALLON WATER DEPOSIT CREDIT	-6.00	
		29824 WB MASON CO., INC.	ITEM #DCCY12SPK - SOLO CUP COMPANY GALAX	37.68	
		28100 AQUA NJ	NOVEMBER 2024 LEE HILL WATER SERVICE 11/	34.65	
		28132 SCMUA	12/18/2024 - BULKY WASTE	686.25	
		28357 AURORA ELECTRICAL SUPPLY CO., LLC	70W MH MED	55.80	
		TOTAL FOR ACCOUNT			1,567.67
					=====

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 310					
TOTAL for DEPARTMENT 310					1,567.67
DEPARTMENT 330					
01-201-27-330-200		Office Supplies/Misc	29742 GOVERNMENT FORMS AND SUPPLIES	SHIPPING	4.13
			29742 GOVERNMENT FORMS AND SUPPLIES	2000+ 2360 DATE STAMPER; IMPRESSION AREA	88.00
			TOTAL FOR ACCOUNT		92.13
			=====		
TOTAL for DEPARTMENT 330					92.13
DEPARTMENT 335					
01-201-26-335-030		GARBAGE CONTRACT	28588 SCMUA	12/03/24 - GARBAGE TIPPING FEES	6,742.32
			28588 SCMUA	12/10/24 - GARBAGE TIPPING FEES	5,917.60
			28588 SCMUA	12/17/24 - GARBAGE TIPPING FEES	5,552.56
			28587 BLUE DIAMOND DISPOSAL, INC.	DECEMBER 2024 GARBAGE CONTRACT	56,750.00
			TOTAL FOR ACCOUNT		74,962.48
=====					
TOTAL for DEPARTMENT 335					74,962.48
DEPARTMENT 420					
01-201-30-420-020		CELEBRATION PUBLIC EVENTS	29700 OTC BRANDS, INC.	ITEM #VA-13669043 - 5" X 4 1/2" PRANCING	101.66
			29700 OTC BRANDS, INC.	ITEM #VA-13911440 - 3" X 4 1/4" CHRISTMA	65.78
			29700 OTC BRANDS, INC.	ITEM #VA-13933748 - 11" CLASSIC LONG ARM	99.95
			29700 OTC BRANDS, INC.	ITEM #VA-13956467 - 11" BULK 72PC CLASSI	109.99
			29700 OTC BRANDS, INC.	ITEM #VA-57/2323 - 3 1/4" X 7" DIY FABUL	53.82
			29700 OTC BRANDS, INC.	SHIPPING & HANDLING	65.71
			29700 OTC BRANDS, INC.	ITEM #VA-13618650 - 3 1/2" 4-COLOR WINTE	44.94
			29700 OTC BRANDS, INC.	ITEM #VA-14465342 - 1 1/2" X 2" MEGA BUL	59.97
			29700 OTC BRANDS, INC.	ITEM #VA-13960477 - 7 1/4" X 9" BULK 180	114.99
			TOTAL FOR ACCOUNT		716.81
=====					
TOTAL for DEPARTMENT 420					716.81
DEPARTMENT 430					
01-201-31-430-661		P & R Utilities	29902 JCP&L	TAMARACK PARK - ACCT #100116096270	69.72
			29903 JCP&L	BALLFIELD WELL, ROSEVILLE RD. - ACCT #10	125.06
			TOTAL FOR ACCOUNT		194.78
01-201-31-430-675		Fire Dept Utilities	29911 JCP&L	FIRE DEPT - ACCT #200000053062	328.58
			TOTAL FOR ACCOUNT		328.58
=====					

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 430					
TOTAL for DEPARTMENT 430					523.36
DEPARTMENT 435					
	29899	JCP&L	STREET LIGHTING ACCT #100000676781	2,003.89	
	29901	JCP&L	RT. 206/TAMARACK RD - ACCT #100128762331	60.44	
	29898	JCP&L	STREET LIGHTING ACCT #100000676716	421.31	
01-201-31-435-020	STREET LIGHTING		TOTAL FOR ACCOUNT		2,485.64
TOTAL for DEPARTMENT 435					=====
					2,485.64
DEPARTMENT 440					
01-201-31-440-601	28204	PENTELEDATA	DECEMBER 2024 COMMERCIAL CABLE MODEM	55.53	
	A&E Utilities		TOTAL FOR ACCOUNT		55.53
01-201-31-440-670	29876	VERIZON	DPW - Account #251-256-346-0001-55	176.97	
	DPW Utilities		TOTAL FOR ACCOUNT		176.97
01-201-31-440-680	29876	VERIZON	Police - Account #751-663-306-0001-55	166.59	
	Public Safety		TOTAL FOR ACCOUNT		166.59
TOTAL for DEPARTMENT 440					=====
					399.09
DEPARTMENT 447					
01-201-31-447-619	28102	FINCH FUEL OIL CO, INC.	12/13/2024 - #2 FUEL OIL DELIVERY - 272.	642.52	
	Rescue Squad		TOTAL FOR ACCOUNT		642.52
01-201-31-447-661	28102	FINCH FUEL OIL CO, INC.	12/13/2024 - #2 FUEL OIL DELIVERY - 162.	382.67	
	P & R Utilities		TOTAL FOR ACCOUNT		382.67
01-201-31-447-663	28102	FINCH FUEL OIL CO, INC.	12/13/2024 - #2 FUEL OIL DELIVERY - 502.	1,185.82	
	Publ Bldgs/Grounds Utilities		TOTAL FOR ACCOUNT		1,185.82
01-201-31-447-670	28102	FINCH FUEL OIL CO, INC.	12/13/2024 - #2 FUEL OIL DELIVERY - 500.	1,181.10	
	DPW Utilities		TOTAL FOR ACCOUNT		1,181.10
01-201-31-447-675	28102	FINCH FUEL OIL CO, INC.	12/13/2024 - #2 FUEL OIL DELIVERY - 119.	281.10	
	28102	FINCH FUEL OIL CO, INC.	12/13/2024 - #2 FUEL OIL DELIVERY - 900.	2,125.98	
	Fire Dept Utilities		TOTAL FOR ACCOUNT		2,407.08
TOTAL for DEPARTMENT 447					=====
					5,799.19

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 460					
01-201-31-460-670		28638 CREATIVE MANAGEMENT, INC.	12/13/24 - DIESEL DELIVERY - 2,519.40 GA	6,250.13	12,759.33
		28637 ALLIED OIL, LLC	12/13/24 - GASOLINE DELIVERY - 2,767.40	6,509.20	
		DPW Utilities	TOTAL FOR ACCOUNT		
		=====			
TOTAL for DEPARTMENT 460					12,759.33
DEPARTMENT 465					
01-201-32-465-000		28588 SCMUA	12/17/24 - RECYCLING TAX	160.17	525.36
		28588 SCMUA	12/10/24 - RECYCLING TAX	170.70	
		28588 SCMUA	12/03/24 - RECYCLING TAX	194.49	
		RECYCLING TAX APPROP.	TOTAL FOR ACCOUNT		
TOTAL for DEPARTMENT 465					525.36
DEPARTMENT 776					
01-214-24-776-004		28130 SCMUA	12/04/24 - BRUSH DISPOSAL	25.65	481.05
		28130 SCMUA	12/02/24 - LEAF DISPOSAL	263.25	
		28130 SCMUA	12/04/24 - LEAF DISPOSAL	88.65	
		28130 SCMUA	12/11/24 - LEAF DISPOSAL	65.25	
		28130 SCMUA	12/11/24 - BRUSH DISPOSAL	38.25	
		2024 - Clean Communities	TOTAL FOR ACCOUNT		
TOTAL for DEPARTMENT 776					481.05
Capital					
DEPARTMENT 030					
04-215-55-030-000		29581 FOX ARCHITECTURAL DESIGN, PC	OCTOBER-NOVEMBER 2024 SERVICES - ARCHITE	160.00	160.00
		PRELIM EXP - NEW MUNI BLDG (11-2019)	TOTAL FOR ACCOUNT		
TOTAL for DEPARTMENT 030					160.00
DEPARTMENT 038					
		29887 HAROLD E. PELLOW & ASSOCIATES,	QUANTITY CALCULATIONS	64.13	
		29887 HAROLD E. PELLOW & ASSOCIATES,	REPRODUCING PRINTS	42.76	
		29887 HAROLD E. PELLOW & ASSOCIATES,	PREPARE REPORTS/MEMOS	50.63	
		29887 HAROLD E. PELLOW & ASSOCIATES,	INSPECT LINE STRIPING	128.25	
		29887 HAROLD E. PELLOW & ASSOCIATES,	10/28/24 STAKE STRIPING 2 MAN CREW - 3 H	476.25	
		29886 HAROLD E. PELLOW & ASSOCIATES,	REPRODUCING PRINTS	42.76	
		29886 HAROLD E. PELLOW & ASSOCIATES,	QUANTITY CALCULATIONS	64.13	

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 038					
	29886	HAROLD E. PELLOW & ASSOCIATES,	10/28/24 STAKE STRIPING 2 MAN CREW - 2 H	317.50	
	29886	HAROLD E. PELLOW & ASSOCIATES,	INSPECT LINE STRIPING	128.25	
04-215-55-038-000		VARIOUS ST IMPROVEMENTS (04-2021)	TOTAL FOR ACCOUNT		1,314.66
					=====
TOTAL for DEPARTMENT 038					1,314.66
DEPARTMENT 042					
	29888	HAROLD E. PELLOW & ASSOCIATES,	INSPECT LINE STRIPING	427.50	
	29888	HAROLD E. PELLOW & ASSOCIATES,	REPRODUCING PRINTS	64.13	
	29888	HAROLD E. PELLOW & ASSOCIATES,	QUANTITY CALCULATIONS	64.13	
	29888	HAROLD E. PELLOW & ASSOCIATES,	10/28/24 STAKE STRIPING 2 MAN CREW - 3 H	476.25	
04-215-55-042-000		VARIOUS STREET IMPROVEMENTS (004-2022)	TOTAL FOR ACCOUNT		1,032.01
					=====
TOTAL for DEPARTMENT 042					1,032.01
DEPARTMENT 048					
	29612	DENVILLE LINE PAINTING, INC.	TOMAHAWK TRAIL LINE STRIPING: 6,300 LF E	1,448.20	
	29612	DENVILLE LINE PAINTING, INC.	AMITY ROAD LINE STRIPING: 21,000 LF EDGE	4,816.66	
04-215-55-048-000		VARIOUS STREET IMPROVEMENTS (006-2023)	TOTAL FOR ACCOUNT		6,264.86
					=====
TOTAL for DEPARTMENT 048					6,264.86
DEPARTMENT 050					
	29581	FOX ARCHITECTURAL DESIGN, PC	OCTOBER-NOVEMBER 2024 SERVICES - ARCHITE	5,610.00	
04-215-55-050-000		ADDIT PRELIM EXP - MUNI BLDG (009-2023)	TOTAL FOR ACCOUNT		5,610.00
					=====
TOTAL for DEPARTMENT 050					5,610.00
Sewer					
DEPARTMENT 502					
	28310	ONE CALL CONCEPTS, INC.	DECEMBER 2024 CALL BEFORE U DIG SERVICES	18.59	
	28121	NETCONG HARDWARE CO., INC.	170Z SAFE GREEN MARKING PAINT	8.09	
	28121	NETCONG HARDWARE CO., INC.	HEX HEAD BOLTS	19.04	
05-201-55-502-220		Maintenance	TOTAL FOR ACCOUNT		45.72
					=====
TOTAL for DEPARTMENT 502					45.72

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Account	P0 #	Vendor	Description	Payment	Account Total
Animal Trust					
DEPARTMENT 000					
		29800 KETCHUM MFG, CO., INC	SHIPPING	40.00	
		29800 KETCHUM MFG, CO., INC	QTY: 300 1-YEAR DOG LICENSES: #113 OBLON	376.20	
12-286-56-000-001		Reserve - Dog Trust	TOTAL FOR ACCOUNT		416.20
					=====
TOTAL for DEPARTMENT 000					416.20
Open Space Trust					
DEPARTMENT 000					
		29889 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	862.50	
		29832 SPARTAN AGGREGATES, LLC	DISPOSAL OF PLAYGROUND - CLEAN CONCRETE	99.00	
		29890 HAROLD E. PELLOW & ASSOCIATES,	PREPARE LAB TESTING PROGRAM	406.00	
		29889 HAROLD E. PELLOW & ASSOCIATES,	PROJECT MANAGEMENT	71.00	
		29890 HAROLD E. PELLOW & ASSOCIATES,	PREPARE REPORTS/MEMOS	174.00	
		29890 HAROLD E. PELLOW & ASSOCIATES,	PROJECT MANAGEMENT	213.00	
		29889 HAROLD E. PELLOW & ASSOCIATES,	INSPECT TENNIS COURTS	1,972.00	
		29839 GRACIE & HARRIGAN CONSULTING FORESTERS, INC.	12/09/2024 - OPEN SPACE MEETING VIA ZOOM	140.00	
		29832 SPARTAN AGGREGATES, LLC	DISPOSAL OF PLAYGROUND - CONCRETE 12" MI	248.60	
17-286-56-000-001		Reserve - Open Space	TOTAL FOR ACCOUNT		4,186.10
					=====
TOTAL for DEPARTMENT 000					4,186.10
Other Trust					
DEPARTMENT 000					
		29838 EM ELECTRICAL CONTRACTORS, LLC	REFUND OF PORTION OF MECHANICAL PERMIT F	231.00	
19-286-56-000-401		Uniform Construction Fees - Byram	TOTAL FOR ACCOUNT		231.00
					=====
TOTAL for DEPARTMENT 000					231.00
Recreation Trust					
DEPARTMENT 800					
		29836 EASTMAN, MICHELLE	CHAPERONE PASS	279.99	
20-286-56-800-009		SKI CLUB	TOTAL FOR ACCOUNT		279.99
					=====
TOTAL for DEPARTMENT 800					279.99

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Account	P0 #	Vendor	Description	Payment	Account Total
Developers Escrow - VNB					
DEPARTMENT 001					
		29881 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	1,312.50	
		29878 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	37.50	
		29882 HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING	213.00	
		29879 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	37.50	
		29880 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	37.50	
		29881 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	568.00	
		29882 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	975.00	
		29883 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	37.50	
		29881 HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING	426.00	
		29881 HAROLD E. PELLOW & ASSOCIATES,	ONSITE FIELD CHECK	253.13	
		29881 HAROLD E. PELLOW & ASSOCIATES,	INSPECT PAVING & BASE	71.00	
		29877 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	284.00	
24-280-56-001		<i>Elizabethtown Gas Co. - #9707753709</i>	TOTAL FOR ACCOUNT		4,252.63
					=====
TOTAL for DEPARTMENT 001					4,252.63
DEPARTMENT 135					
		29846 CWL PLANNING, LLC	SITE PLAN COMMITTEE MEETING	225.00	
		29846 CWL PLANNING, LLC	REVIEW PROJECT & DRAFT COMPLETENESS MEMO	450.00	
24-280-56-135		<i>Gary Niec - #9707750003</i>	TOTAL FOR ACCOUNT		675.00
					=====
TOTAL for DEPARTMENT 135					675.00
DEPARTMENT 144					
		29845 CWL PLANNING, LLC	REVIEW SITE PLAN SUBMISSION	187.50	
		29845 CWL PLANNING, LLC	PREPARE FOR & ATTEND PLANNING BOARD MEET	225.00	
24-280-56-144		<i>Veolia Water NJ (8 Mountain Ave) - 9778</i>	TOTAL FOR ACCOUNT		412.50
					=====
TOTAL for DEPARTMENT 144					412.50
DEPARTMENT 156					
		29867 MARAZITI FALCON, LLP	REVIEW COMMUNICATION OF C. STONER REGARD	17.50	
		29867 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. PHILLIPS & C. STONER	105.00	
		29867 MARAZITI FALCON, LLP	02/01/2024 - ATTENDANCE AT PUBLIC HEARIN	17.50	
		29867 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. PHILLIPS REGARDING E	17.50	
24-280-56-156		<i>Katherine Delellis - #9707750007</i>	TOTAL FOR ACCOUNT		157.50
					=====
TOTAL for DEPARTMENT 156					157.50

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 161					
		29868 MARAZITI FALCON, LLP	REVIEW RIGHT TO FARM INFORMATION FROM J.	87.50	
		29868 MARAZITI FALCON, LLP	COMMUNICATIONS W/N. CUTRONE REGARDING HU	17.50	
		29868 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. STONER & ANALYSIS OF	52.50	
		29868 MARAZITI FALCON, LLP	COMMUNICATIONS W/J. URSIN, ESQ. REGARDIN	52.50	
		29868 MARAZITI FALCON, LLP	CONFERENCE CALL W/J. SABATINI & N. CUTRO	70.00	
		29868 MARAZITI FALCON, LLP	REVIEW COMMUNICATIONS & NOTICE OF VIOLAT	35.00	
		29868 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. STONER REGARDING OPT	140.00	
		29868 MARAZITI FALCON, LLP	REVIEW COMMUNICATIONS & NOTICE OF VIOLAT	35.00	
24-280-56-161		IAT Reinsurance Co. - #9707750074	TOTAL FOR ACCOUNT		490.00
					=====
TOTAL for DEPARTMENT 161					490.00
DEPARTMENT 175					
		29872 MARAZITI FALCON, LLP	REVIEW & REVISE NORTH SHORE WATER RESOLU	35.00	
		29869 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	142.00	
		29872 MARAZITI FALCON, LLP	REVISIONS TO RESOLUTION FOR NORTH SHORE	52.50	
		29872 MARAZITI FALCON, LLP	REVIEW NOTES, PLANS; DRAFT RESOLUTION	262.50	
		29869 HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 08/01/2024	71.00	
		29869 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	638.00	
		29872 MARAZITI FALCON, LLP	REVIEW & REVISE RESOLUTION BASED ON COMM	35.00	
24-280-56-175-002		North Shore Water Association - Planning Bd	TOTAL FOR ACCOUNT		1,236.00
					=====
TOTAL for DEPARTMENT 175					1,236.00
DEPARTMENT 182					
		29884 HAROLD E. PELLOW & ASSOCIATES,	INSPECT MILLING	320.63	
		29884 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	426.00	
		29884 HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING	71.00	
		29884 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	1,725.00	
		29884 HAROLD E. PELLOW & ASSOCIATES,	INSPECT PAVING & BASE	142.00	
24-280-56-182		NJ Natural Gas Company - #9707751680	TOTAL FOR ACCOUNT		2,684.63
					=====
TOTAL for DEPARTMENT 182					2,684.63
DEPARTMENT 203					
		29870 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	580.00	
		29875 MARAZITI FALCON, LLP	REVIEW COMMUNICATIONS REGARDING CHANGES	35.00	
		29875 MARAZITI FALCON, LLP	REVIEW COMMUNICATIONS FROM APPLICANT & C	35.00	
		29875 MARAZITI FALCON, LLP	REVIEW MASSING EXHIBIT FOR 1 CATALINA DR	17.50	
		29875 MARAZITI FALCON, LLP	REVIEW ENGINEERING REPORT FOR PATEL APPL	17.50	
		29871 MARAZITI FALCON, LLP	REVIEW PLANS & ENGINEERING REPORT; REVIE	52.50	
		29875 MARAZITI FALCON, LLP	REVIEW COMMUNICATIONS W/APPLICANT REGARD	175.00	
		29875 MARAZITI FALCON, LLP	10/17/2024 - ATTENDANCE AT BOARD HEARING	350.00	
		29875 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. PHILLIPS REGARDING T	52.50	

List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/07/2025 For bills from 12/14/2024 to 01/02/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 203					
		29870 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	35.50	
		29871 MARAZITI FALCON, LLP	ANALYSIS REGARDING NOTICE	52.50	
		29875 MARAZITI FALCON, LLP	REVIEW EMAIL FROM J. SABATINI REGARDING	87.50	
		29871 MARAZITI FALCON, LLP	REVIEW ENGINEERING REPORT & COX W/REGARD	105.00	
		29871 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. PHILLIPS REGARDING R	35.00	
		29871 MARAZITI FALCON, LLP	PREPARATION FOR PUBLIC HEARING FOR PATEL	105.00	
		29871 MARAZITI FALCON, LLP	COMMUNICATIONS W/J. SABATINI, A. BREWER,	245.00	
		29871 MARAZITI FALCON, LLP	REVIEW PLANS & REPORTS	87.50	
		29871 MARAZITI FALCON, LLP	ATTEND HEARING; REVIEW EXHIBITS	210.00	
24-280-56-203		Kyosis, LLC - #9707754789	TOTAL FOR ACCOUNT		2,278.00
TOTAL for DEPARTMENT 203					2,278.00
DEPARTMENT 209					
		29847 CWL PLANNING, LLC	10/03/2024 - PREPARE FOR & ATTEND PLANNI	300.00	
		29847 CWL PLANNING, LLC	UPDATE SITE PLAN MEMO	337.50	
		29847 CWL PLANNING, LLC	PREPARE FOR & CALL W/PROFESSIONALS	112.50	
		29847 CWL PLANNING, LLC	DRAFT SITE PLAN REVIEW MEMO	487.50	
		29847 CWL PLANNING, LLC	05/02/2024 - PREPARE FOR & ATTEND PLANNI	487.50	
24-280-56-209-001		Byram Waterloo, LLC - Planning Board	TOTAL FOR ACCOUNT		1,725.00
TOTAL for DEPARTMENT 209					1,725.00
DEPARTMENT 230					
		29844 CWL PLANNING, LLC	DRAFT SITE PLAN REVIEW MEMO	375.00	
		29844 CWL PLANNING, LLC	PLANNING BOARD MEETING	187.50	
24-280-56-230		Cartridge Actuated Devices, Inc. - #7113	TOTAL FOR ACCOUNT		562.50
TOTAL for DEPARTMENT 230					562.50
DEPARTMENT 236					
		29866 BOTROS, AMIR	ESCROW RELEASE	429.00	
24-280-56-236		Amir Botros - #6477525900	TOTAL FOR ACCOUNT		429.00
TOTAL for DEPARTMENT 236					429.00