

TOWNSHIP OF BYRAM
COUNCIL AGENDA, TUESDAY, JANUARY 21, 2025
BUDGET WORKSHOP – 6:30 P.M.
REGULAR SESSION – 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 MEETING 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.byramtp.org/index.php/town_hall/township_council, and has been forwarded to those persons requesting notice.

3. ROLL CALL

4. BUDGET WORKSHOP

Please see the link to the preliminary view of the proposed budget updated in mid-December.

<https://www.byramtp.org/useruploads/files/12122024%202025%20Budget%20Workbook.pdf>

Please see link to the 2025 Proposed Capital Budget and Capital Improvement Program which includes updates

<https://www.byramtp.org/useruploads/files/01132025%20Capital%20Budget%202025%20-%202027.pdf>

5. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENT REFLECTION

6. APPROVAL OF AGENDA

7. PROCLAMATION – School Board Recognition Month in New Jersey – January 2025

8. PROCLAMATION – Arbor Day – April 25, 2025

9. 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

Casey Margo –Treasurer

Frank Dilberto – Captain

Andrea Zanetti - Secretary

Mark Hopkins – Lieut.

Gary Card – Lieut.

10. SWEARING IN OF NEW FIRE DEPARTMENT MEMBER – Robert T. Monero

11. RECOGNITION OF RESIGNATION OF PLANNING BOARD MEMBER – Eric Serrilli

12. REPORTS

- Township Manager
- Mayor and Council Members
- Township Attorney

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

14. APPROVAL OF MINUTES

- January 7, 2025 Regular & Closed Session Meeting Minutes

15. CONSENT AGENDA: These items 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. 036-2025 – Resolution to Support a Forest Stand Improvement Program on the Open Space Parcels Known as the Cranberry Overlook

B. Resolution No. 037-2025 – Committing Byram Township to Comply with the Affordable Housing Obligations

C. Resolution No. 038-2025 – Resolution Authorizing the Refund of Redemption Monies to Outside Lien Holder – Block 221, Lot 1 - 216 Route 206

- D. Resolution No. 039-2025 – Resolution Authorizing a Professional Services Agreement with Gracie & Harrigan Consulting Foresters, to Prepare the 2025-2029 Community Forestry Management Plan
- E. Resolution No. 040-2025 – Resolution of the Township of Byram, Authorizing the Foreclosure of Tax Sale Certificates Shown on the Attached Foreclosure List
- F. Resolution No. 041-2025 – Authorization to Execute Change Order No. 1 for Proposed Resurfacing of Stonehenge Lane – Net Decrease \$650.02
- G. Resolution No. 042-2025 – Authorization to Execute Change Order No. 1 for Proposed Resurfacing of Manor Drive – Net Decrease \$565.39
- H. Resolution No. 043-2025 – Authorization to Execute Change Order No. 1 for Proposed Resurfacing of Various Streets – Net Decrease \$622.24
- I. Resolution No. 044-2025 – Authorization to Purchase One (1) Alcotest Machine for the Township of Byram Police Department – Not to Exceed \$22,822.50

16. APPROVAL OF JANUARY 21, 2025 BILL LIST

17. ORDINANCE – 1st Reading / Introduction

ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

Purpose Statement: The purpose of this ordinance is to exceed the State mandated COLA percentage of 2.5% and increase to 3.5% and to bank the difference between the Township's final appropriation subject to the cap and 3.5%.

18. ITEMS FOR DISCUSSION

- A. Eagle Scout Project Municipal Sign
- B. Cranberry Lake Pedestrian Bridge

19. FUTURE AGENDA DISCUSSION ITEMS

20. PUBLIC PARTICIPATION II

21. EXECUTIVE SESSION –

- a. Attorney Client Privilege Communication
 - General
 - Shared Services
- b. Personnel

22. ANY OTHER BUSINESS THE COUNCIL DEEMS NECESSARY

23. ADJOURNMENT

TOWNSHIP OF BYRAM

Proclamation

School Board Recognition Month in New Jersey - January 2025

- WHERE,** New Jersey's public schools serve approximately 1.4 million children from pre-kindergarten through 12th grade; and
- WHEREAS,** The direction of public education in New Jersey is charted locally by individual school boards, whose 5,000 members serve as advocates for public education as they work with administrators, teachers, parents and local residents; and
- WHEREAS,** Boards of education provide accountability to the public, they communicate the needs of the school district to the community, and they convey to school administrators the public's expectations for the school district; and
- WHEREAS,** School board members receive no remuneration for their services; and
- WHEREAS,** The Township of Byram is justly proud of the academic, athletic and social achievements of the students in our community; and
- WHEREAS,** The New Jersey School Boards Association has declared January 2024 to be School Board Recognition Month, a time when all residents can acknowledge the contributions made by our local school board members. Now, therefore, be it
- RESOLVED,** That the Township of Byram does hereby commend the service of the Byram Township and Lenape Valley Boards of Education and its members to our community and its children; and be it further
- RESOLVED,** That the Township of Byram proclaims January 2025 as SCHOOL BOARD RECOGNITION MONTH in Byram Township, and urges all citizens to join in recognizing the dedication of local school board members, past and present, as we work together to advance educational opportunities for our children.

Alexander Rubenstein
Mayor of the Township of Byram
January 21, 2025

PROCLAMATION

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, as first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day is now observed throughout the nation and the world; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life giving oxygen, and provide habitat for wildlife; and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore by it Resolved, that the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey, do hereby proclaim April 25, 2025 as Arbor Day, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodland; and

Further, be it Resolved, that the Mayor and Council of the Township of Byram urge all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.

Alex Rubenstein
Mayor to the Township of Byram
January 21, 2025

**TOWNSHIP OF BYRAM
RESOLUTION NO. 036-2025**

**RESOLUTION TO SUPPORT A FOREST STAND IMPROVEMENT PROGRAM ON THE
OPEN SPACE PARCELS KNOWN AS THE CRANBERRY OVERLOOK**

WHEREAS, the Byram Township Open Space Committee requested the Township’s forester, Gracie & Harrigan Consulting Foresters Inc., to request quotes for a forest stand improvement program for Byram Township on the open space parcels known as the Cranberry Overlook (Block 226, Lot 26 and Block 226, Lot 25.02); and

WHEREAS, Chapter 212 – Tree Preservation of Township’s code has an exemption for parcels of land with a forest management plan; and

WHEREAS, the Township’s Forest Stewardship Plan references forest stand improvement on the referenced properties; and

WHEREAS, Gracie & Harrigan Consulting Foresters Inc. has presented the Open Space Committee with three quotes as summarized below; and

- Green Jeans Forestry, Inc. - \$1,975
- Josh Burk - No quote.
- Jose Calderon - No Cost with the removal of the trees.

WHEREAS, all quotes received are below the Township’s bid threshold of \$17,500 and the quotes threshold of \$2,625; and

WHEREAS, all work shall be done under the direction and supervision of Gracie & Harrigan Consulting Foresters, Inc., who will be in full charge of work including the marking of trees, providing oversight of the tree cutting and working with the vendor for any required restoration as outlined in the proposal form Jose Calderon dated November 11, 2024; and

WHEREAS, special care will be taken to avoid any environmental damage to potential wetlands or other environmentally sensitive areas; and

WHEREAS, Jose Calderon agrees to carry and provide a certificate of insurance indicating they have adequate public liability insurance and property damage insurance that will remain in effect during the time of the proposed work in the amounts and types of insurance as follows; and

- General liability limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage with at least \$2,000,000 general aggregate. Contractual liability must be included.
- Automobile liability limits of \$500,000.00 per occurrence combined single limit for bodily injury and property damage with no aggregate.
- Workers Compensation at Statutory limits
- Employers Liability at minimum limits of \$500,000.
- Umbrella liability limits of \$4,000,000 are strongly recommended, sitting excess of the General Liability, Automobile Liability and Employers Liability coverages.

WHEREAS, the Open Space Committee is recommending the Mayor and Council support the recommended work as outlined; and

WHEREAS, the Mayor and Council have approved Resolution No. 022-2025 –Authorizing Gracie & Harrigan Consulting Foresters, Inc., to Provide Various Forest Stewardship Services for the 2025 Season; and

WHEREAS, the funds are available in Open Space Trust Fund to cover the expenses of Gracie & Harrigan Consulting Foresters, Inc.; and

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., and Jose Calderon to complete the forest stand improvement program on the open space parcels known as the Cranberry Overlook.

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 21, 2025.

Cynthia Church, RMC

**RESOLUTION COMMITTING BYRAM TOWNSHIP TO COMPLY
WITH AFFORDABLE HOUSING OBLIGATIONS**

RESOLUTION # 037- 2025

WHEREAS, on March 20, 2024, Governor Murphy signed into law an Amendment to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) (hereinafter “Amended FHA”); and

WHEREAS, the Amended FHA requires the Department of Community Affairs (“DCA”) to produce non-binding estimates of affordable housing need on or before October 20, 2024; and

WHEREAS, the DCA issued a report on October 18, 2024 (“DCA Report”) wherein it reported its estimate of the obligation for all municipalities based upon its interpretation of the standards in the Amended FHA; and

WHEREAS, the DCA Report calculates the Township’s Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 27 and a Prospective Need or New Construction Obligation for of 115; and

WHEREAS, the Amended FHA provides that the DCA Report is non-binding, thereby inviting municipalities to demonstrate that the Amended FHA would support lower calculations of Round 4 affordable housing obligations; and

WHEREAS, the Amended FHA specifically provides that “[a]ll parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by COAH unless those regulations are contradicted by statute, including P.L. 2024, c.2, or binding court decisions” (N.J.S.A 52:27D-311 (m)); and

WHEREAS, COAH regulations authorize vacant land adjustments as well as durational adjustments; and

WHEREAS, based on the foregoing, Byram Township (the “Township”) accepts the DCA calculations of the Township’s affordable housing obligations and commits to its fair share of 27 units present need and 115 units prospective need subject to any vacant land and/or durational adjustments and Highlands Council adjustments it may seek as part of the Housing Element and Fair Share Plan it subsequently submits in accordance with the Amended FHS; and

WHEREAS, the Township reserves the right to comply with any additional amendments to the FHS that the Legislature may enact; and

WHEREAS, the Township also reserves the right to adjust its position in the event of any rulings in the Borough of Montvale v. State of New Jersey case (MER-L-1778-24) or any other such action that alters the deadlines and/or requirements of the Amended FHA; and

WHEREAS, in the event that a third party challenges the calculations provided for in this Resolution, the Township reserves the right to take such position as it deems appropriate in response thereto, including that its Round 4 Present or Prospective Need Obligations should be lower than described herein; and

WHEREAS, in light of the above, the Mayor and Township Council find that it is in the best interest of the Township to declare its commitment to the obligations reported by the DCA on October 18, 2024 subject to the reservations set forth herein; and

WHEREAS, in addition to the above, the Acting Administrative Director issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, the Directive #14-24 promulgated procedures and guidelines implementing the Affordable Housing Alternate Dispute Resolution Program (the (Program”).

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the FHA shall file an action in the form of a declaratory judgment complaint in the county in which the municipality is located within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner” and

WHEREAS, the Township seeks a certification of compliance with the FHA and, therefore, directs its Township Attorney, Thomas F. Collins, Jr., to file a declaratory relief action within 48 hours of the adoption of this resolution in Sussex County.

NOW, THEREFORE, BE IT RESOLVED on this 21st day of January, 2025 by the Township as follows:

1. All of the above Whereas Clauses are incorporated into the operative clauses of this resolution.
2. The Township hereby commits to the DCA Round 4 Present Need Obligation of 27 units and the Round 4 Prospective Need Obligation of 115 units described in this resolution subject to all reservations of rights set forth above.
3. The Township finds that the Highlands Build Out Analysis program results at realistic development potential (RDP) of 2 affordable units.
4. The Township hereby directs its Township Attorney, Thomas F. Collins, Jr., to file a declaratory judgment complaint in Sussex County within 48 hours after adoption this resolution attaching this resolution.
5. The Township authorizes its Township Attorney, Thomas F. Collins, Jr., to attach this resolution as an exhibit to the declaratory judgment action that is filed and to submit and/or file this resolution with the Program or any other such entity as may be determined to be appropriate.
6. This resolution shall take effect immediately, according to law.

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 21, 2025.

Cynthia Church, Municipal Clerk

OGEL, CAIT, COLLINS AND SCHNEIDER, P.C.
5 Lindsley Drive, Suite 200
Morristown, New Jersey 07960
Phone (908) 588-0000
Fax (908) 588-0000
Attorneys for Plaintiff, Township of Byram
Attorney ID #055999 (Collins)

**IN THE MATTER OF THE
APPLICATION OF THE TOWNSHIP OF
BYRAM, COUNTY OF SUSSEX, STATE
OF NEW JERSEY**

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: SUSSEX COUNTY**

DOCKET NO.: SSX-L-____

CIVIL ACTION

AFFORDABLE HOUSING
PER DIRECTIVE # 14-24

**COMPLAINT FOR DECLARATORY
RELIEF PURSUANT TO DIRECTIVE #
14-24**

Declaratory Plaintiff, the Township of Byram, County of Sussex, State of New Jersey (hereinafter, “Byram ” or the “Township”), a municipal corporation of the State of New Jersey, with principal offices located at Township of Byram Municipal Building, 10 Mansfield Drive, Stanhope, New Jersey 07874, by way of this Declaratory Judgment Action (“DJ Action”) as authorized under Directive # 14-24 of the Administrative Office of the Courts alleges and says:

Background

1. Byram is a municipal corporation of the State of New Jersey.
2. The Township of Byram (hereinafter, “Byram” or “Township”) is a municipal agency created and organized under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq.,

(“MLUL”), and, among other duties and obligations, is to endorse the Housing Element and Fair Share Plan (“HEFSP”) of Byram’s Master Plan, which will be adopted by the Planning Board.

3. Through this DJ Action, Byram seeks the following relief in relation to its Fourth Round (2025-2035) affordable housing obligation: (a) to secure the jurisdiction of the Affordable Housing Alternative Dispute Resolution Program (the “Program”) pursuant to P.L. 2024, c.2 (hereinafter, the “Act”) and the Court, pursuant to Directive # 14-24; (b) to have the Program and the Court approve the Township’s Present and Prospective affordable housing obligations as set forth in the binding resolution adopted by the Township, attached hereto as **Exhibit 1**; (c) to have the Program and the Court approve a HEFSP to be adopted by the Planning Board and endorsed by the Township Council and issue a conditional or unconditional “Compliance Certification” pursuant to the Act or other similar declaration; (d) to the extent it is not automatically granted pursuant to the Act, through the filing of this DJ Action and binding resolution, to have the Program and the Court confirm Byram’s immunity from all exclusionary zoning litigation, including builder’s remedy lawsuits, during the pendency of the process outlined in the Act and for the duration of Fourth Round, i.e., through June 30, 2035; and (e) to have the Program and the Court take such other actions and grant such other relief as may be appropriate to ensure that the Township receive and obtain all protections as afforded to it in complying with the requirements of the Act, including, without limitation, all immunities and presumptions of validity necessary to satisfy its affordable housing obligations voluntarily without having to endure the expense and burdens of unnecessary third party litigation.

COUNT I

ESTABLISHMENT OF JURISDICTION UNDER P.L.2024, C. 2

4. The Township repeats and realleges each and every allegation as set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

5. The Act represents a major revision of the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 *et seq.* (hereinafter “FHA”).

6. Among other things, the Act abolished the Council on Affordable Housing (hereinafter, “COAH”), and replaced it with seven retired, on recall judges designated as the Program. Among other things, the Act authorized the Director of the Administrative Office of the Courts, (hereinafter, respectively, “Director” and “AOC”) to create a framework to process applications for a compliance certification.

7. On or about December 13, 2024, the Director issued Directive # 14-24, which among other things, required municipalities seeking compliance certification to file an action in the form of a declaratory judgment complaint and Civil Case Information Statement in the County in which the municipality is located within 48 hours after the municipality’s adoption of a binding resolution as authorized under the Act and attach a copy of said binding resolution to the DJ Action.

8. On January 21, 2025, the Township adopted a binding resolution establishing its present and prospective affordable housing obligations within the statutory window of time set forth in the Act and in accordance with the methodology and formula set forth in the Act, a certified copy of which resolution is attached to this DJ Action as **Exhibit 1**.

9. Based on the foregoing, the Township has established the jurisdiction of the Program and the Court in regard to this DJ Action for a compliance certification as set forth hereinafter.

WHEREFORE, Byram Township seeks a declaratory judgment for the following relief:

- a.** Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;
- b.** Declaring the present and prospective affordable housing obligations of the Township under the Act;
- c.** Declaring the approval of the Township's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Township Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations; and (vii) an adjustment pursuant to the Highlands Act, P.L. 2004 c.120 and the FHA.
- d.** Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

- e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT II

DETERMINATION OF THE PRESENT AND PROSPECTIVE NEED OF THE TOWNSHIP OF BYRAM

10. Byram repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

11. The Act adopted the methodology to calculate every municipality's present and prospective need affordable housing obligation for the Fourth Round (2025-2035) and beyond.

12. The Act directed the Department of Community Affairs ("DCA") to apply the methodology and to render a non-binding calculation of each municipality's present and prospective affordable housing obligations to be contained in a report to be issued not later than October 20, 2024.

13. The DCA issued its report on October 18, 2024.

14. Pursuant to the October 18, 2024, report, the DCA calculated Byram's present and prospective affordable housing obligations as follows:

PRESENT NEED (REHABILITATION OBLIGATION)	FOURTH ROUND PROSPECTIVE NEED OBLIGATION (2025-2035)
27	115

15. Pursuant to the Act, a municipality desiring to participate in the Program is obligated to adopt a “binding resolution” determining its present and prospective affordable housing obligations to which it will commit based upon the methodology set forth in the Act.

16. Byram adopted a binding resolution, a copy of which is attached hereto and made a part hereof as Exhibit 1 to this DJ Action.

17. The binding resolution maintains that the Present (“Rehabilitation”) Need obligation of Byram is **27** and its Prospective Need obligation is **115**.

18. Byram seeks the approval of and confirmation by the Program and the Court of the Present and Prospective affordable housing obligations as set forth in the binding resolution attached hereto and made a part hereof as **Exhibit 1** or the adjustment of those obligations consistent with the Act and the applicable COAH regulations.

19. Pursuant to the binding resolution, the Township reserves all rights to amend its affordable housing obligations in the event of a successful legal challenge, or legislative change, to the Act.

20. Pursuant to the binding resolution, Byram specifically reserves the right to seek and obtain (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment predicated upon regional planning entity formulas, inputs or

considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations; and (vii) an adjustment pursuant to the Highlands Act, P.L. 2004, c.120 and the FHA.

WHEREFORE, the Township of Byram seeks a declaratory judgment for the following relief:

- a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;
 - b. Declaring the present and prospective affordable housing obligations of Byram under the Act;
 - c. Declaring the approval of Byram's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; (vi) any other applicable adjustment permitted in accordance with the Act
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and/or applicable COAH regulations; and (vii) an adjustment pursuant to the Highlands Act, P.L. 2004, c.120 and the FHA.

- d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to Byram for the period beginning July 1, 2025, and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT III

HOUSING ELEMENT AND FAIR SHARE PLAN

21. The Township of Byram repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

22. Pursuant to the Act, a Housing Element and Fair Share Plan (hereinafter, (“HEFSP”) must be prepared, adopted by the Planning Board and endorsed by the municipality by June 30, 2025.

23. Byram hereby commits for its professionals to prepare the appropriate HEFSP to address its affordable housing obligations, as determined by the Program and the Court which HEFSP shall apply as appropriate, any applicable adjustments, including, without limitation, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a

Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations; and (vii) an adjustment pursuant to the Highlands Act, P.L. 2004, c.120 and the FHA.

WHEREFORE, the Township of Byram seeks a declaratory judgment for the following relief:

- a.** Declaring that Byram has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;
 - b.** Declaring the present and prospective affordable housing obligations of Byram under the Act;
 - c.** Declaring the approval of Byram's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment
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based upon any ruling in litigation involving affordable housing obligations;
(vi) any other applicable adjustment permitted in accordance with the Act
and/or applicable COAH regulations; and (vii) an adjustment pursuant to the
Highlands Act, P.L. 2004, c.120 and the FHA.

- d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township for the period beginning July 1, 2025, and ending June 30, 2035; and
- f. Declaring such other relief that the program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT IV

CONFIRMATION OF IMMUNITY

24. The Township repeats and realleges each and every allegation set forth in the previous paragraphs of this declaratory judgment complaint as if set forth herein in full.

25. Pursuant to the Act, a municipality that complies with the deadlines in the Act for both determining present and prospective affordable housing obligations affordable housing obligations and for adopting an appropriate HEFSP shall have immunity from exclusionary zoning litigation.

26. The Township has met the deadline for the adoption and filing of its binding resolution (and the filing of this DJ Action in accordance with Directive # 14-24) not later than January 31, 2025 by adopting the binding resolution attached to this DJ Action as Exhibit 1, and has committed to the adoption of its HEFSP by the June 30, 2025.

WHEREFORE, the Township of Byram seeks a declaratory judgment for the following relief:

- a.** Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;
- b.** Declaring the present and prospective affordable housing obligations of Byram under the Act;
- c.** Declaring the approval of Byram's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; (vi) any other applicable adjustment permitted in accordance with the Act

and/or applicable COAH regulations; and (vii) an adjustment pursuant to the Highlands Act, P.L. 2004, c.120 and the FHA.

- d. Declaring that Byram continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to Byram for the period beginning July 1, 2025, and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

VOGEL, CHAIT, COLLINS AND
SCHNEIDER, P.C.
25 Lindsley Drive, Suite 200
Morristown, NJ 07960
Attorneys for Plaintiff Township of Byram

Dated: January 22, 2025

By: _____
Thomas F. Collins, Jr., Esq., P.P.

CERTIFICATION PURSUANT TO R. 4:5-1

Thomas F. Collins, Jr., Esq., of full age, hereby certifies as follows:

1. I am a member of the Firm of Vogel, Chait, Collins and Schneider, P.C., attorneys for declaratory plaintiff, Township of Byram.

2. To the best of my knowledge, there is no other action pending in any court or any pending arbitration proceeding of which the matter in controversy herein is the subject and no such other action or arbitration proceeding is contemplated. To the best of my knowledge, there are no other parties who should be joined in this action.

3. The within Complaint was filed and served within the time prescribed by the Rules of Court.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

VOGEL, CHAIT, COLLINS AND
SCHNEIDER, P.C.
25 Lindsley Drive, Suite 200
Morristown, NJ 07960
Attorneys for Plaintiff Township of Byram

Dated: January 22, 2025

By: _____
Thomas F. Collins, Jr., Esq., P.P.

CERTIFICATION PURSUANT TO R. 1:38-7(b)

Thomas F. Collins, Jr., Esq., of full age, hereby certifies as follows:

1. I am a member of the firm of Vogel, Chait, Collins and Schneider, P.C., attorneys for Declaratory Plaintiff, the Township of Byram.

2. I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

VOGEL, CHAIT, COLLINS AND
SCHNEIDER, P.C.
25 Lindsley Drive, Suite 200
Morristown, NJ 07960
Attorneys for Plaintiff Township of Byram

Dated: January 22, 2025

By: _____
Thomas F. Collins, Jr., Esq., P.P.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, notice is hereby given that Thomas F. Collins, Jr., Esq., attorney for the Declaratory Plaintiff, the Township of Byram is designated as trial counsel in the above captioned matter.

VOGEL, CHAIT, COLLINS AND
SCHNEIDER, P.C.
25 Lindsley Drive, Suite 200
Morristown, NJ 07960
Attorneys for Plaintiff Township of Byram

Dated: January 22, 2025

By: _____
Thomas F. Collins, Jr., Esq., P.P.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 038– 2025**

**RESOLUTION AUTHORIZING THE REFUND OF REDEMPTION MONIES TO OUTSIDE LIEN
HOLDER**

WHEREAS, at the Municipal Tax Sale held on October 20, 2023, a lien was sold on Block 221 Lot 1, also known as 216 Route 206, for 2022 delinquent real estate taxes; and

WHEREAS, this lien which is known as Tax Sale Certificate #2023-004 was sold to ATCF II New Jersey LLC, TAXSERV as Cust, at 0% interest with a premium of \$17,500.00; and

WHEREAS, John E. Vitale, attorney for the estate of Salvatore Cittadino, has effected a redemption of certificate #2023-004 in the amount of \$37,075.38;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Township of Byram, that the Governing Body acknowledges that Sunshine State Certificates VII, LLLP BankUnited, Trustee, LLC is entitled to the redemption in the amount of \$54,575.38; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer be authorized to issue a check in the total amount of \$54,575.38 for the total redemption of certificate #2023-004 payable to ATCF II New Jersey LLC, TAXSERV as Cust, PO Box 69239, Baltimore, MD, 21264.

BYRAM TOWNSHIP COUNCIL

	Councilwoman Franco	Councilwoman 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 21, 2025.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 039-2025**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH GRACIE & HARRIGAN CONSULTING
FORESTERS, TO PREPARE THE 2025-2029 COMMUNITY
FORESTRY MANAGEMENT PLAN**

WHEREAS, the Byram Township Council has determined that there is a need to enter into a professional services agreement with Gracie & Harrigan Consulting Foresters, Inc, to prepare Byram’s second five-year Community Forestry Plan for the years 2025 through 2029; and

WHEREAS, funds are available for this purpose through the Open Space Trust Fund; 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 Gracie & Harrigan Consulting Foresters, Inc.
2. The agreement is outlined in the attached letter dated December 16, 2024, from Gracie & Harrigan Consulting Foresters, Inc.
3. A notice of this contract 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 21, 2025 adopted the foregoing resolution.

Cynthia Church, Township Clerk

*Providing Forest
Management Services
For Over 40 Years.*



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

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

December 16, 2024

Byram Township
ATTN: Micheal Orgera
10 Mansfield Drive
Stanhope, NJ 07874

Dear Mr. Orgera,

As discussed, we are prepared to complete your next Community Forestry Management Plan for Byram Township. This Plan will include all of the elements and related information required by the New Jersey Urban & Community Forestry Program. To the best of our ability, it should meet the planning requirements of the program.

The fee for the above is \$5,000. We will appreciate a submittal of \$1,250 with the acceptance of this letter, with \$3,000 due upon submission of the final draft to you, and the final \$750 due upon acceptance by DEP Forest Service's Urban & Community Forestry Program. Following the Plan preparation, if there is any work needed in the following years for any related matters. Our time is currently billed at an hourly rate of \$140.

If this is agreeable, please return a signed copy of this letter, and we will schedule our field work soon.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jacquelyn Johnston", is written over a horizontal line.

Jacquelyn Johnston, CCF

Terms of this letter are satisfactory and agreed:

Date: _____ /s/: _____

**TOWNSHIP OF BYRAM
RESOLUTION NO. 040- 2025**

**RESOLUTION OF THE TOWNSHIP OF BYRAM, AUTHORIZING THE FORECLOSURE OF TAX SALE
CERTIFICATES SHOWN ON THE ATTACHED FORECLOSURE LIST**

WHEREAS, pursuant to the provisions of N.J.S.A. 54:5- 104.29 et seq., the Tax Collector has certified to the Municipal Council for the Township of Byram, in the County of Sussex, a municipality of the State of New Jersey, is the holder of a certain Tax Sale Certificates covering the land and premises situated in the Township of Byram shown on the Tax Maps on the attached list which includes subsequent lien as shown therein known as Schedule A.

WHEREAS, the office of the Tax Collector of the Township of Byram has certified that these Tax Sale Certificates for foreclosure as none as of the date hereof has been redeemed and hereby requests that the municipal council authorize foreclosure by In Rem process of the aforesaid Tax Sale Certificates.

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

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

1. That the tax collector is hereby authorized and directed on behalf of the Township to foreclose Tax Sale Certificates on the attached Foreclosure List or listing of tax sale certificates of the block and lots and properties pursuant to the In Rem statute, **N.J.S.A., 54:5-104.29** and the Rules of Court to bar and foreclose all rights of interest therein.
2. That the Township of Clerk shall certify this resolution which shall be made a part of any such action instituted by the township through its delegated officers, officials, or designated counsel for the purpose of foreclosing the aforesaid tax sale certificate.
3. This Resolution shall take effect immediately.

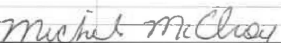
BYRAM TOWNSHIP COUNCIL

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

I, Cynthia Church, Township Clerk, of the Township of Byram, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council of the Township of Byram at a duly conveyed meeting held on January 21, 2025.

Cynthia Church, RMC
Township Clerk

Alexander Rubenstein
Mayor

Township of Byram In Rem Foreclosure List -2024/2025											
Schedule Number	Certificate Number	Name of Owner as it Appears on Last Tax Duplicate	Property Address	Block	Description of Land as it Appears on Tax Duplicate and Certificate of Sale Lot Qualifier	Date of Tax Sale	Tax Sale Certificate Date of Recording	Book & Page or Instrument Number in County Clerk's Office	Amount of Tax Sale	Amount of Liens Accruing Subsequent to Tax Sale as of 2/3/25	Amount to Redeem (to 03/03/25)
1	91-18	Muha, George J. Jr.	Brook Trail	101	380	11/26/1991	12/1/1993	Bk: 2389; Pg: 336	\$ 221.92	\$ 150,964.92	\$ 151,628.20
2	95-40	Saja, LTD	Mountain Road	268	762	6/8/1995	6/22/1995	Bk: 2675; Pg: 095	144.62	118,713.50	119,174.72
3	95-42	Eisenmenger, David & Carol	Mountain Road	269	769	6/8/1995	6/22/1995	Bk: 2675; Pg: 101	105.58	149,135.55	149,738.59
4	98-25	Eisenmenger, David & Carol	Granite Street	268	740	6/16/1998	6/29/1998	Bk: 3251; Pg: 156	334.68	147,704.41	205,781.76
5	98-26	Eisenmenger, David & Carol	Mountin Road	268	763	6/16/1998	6/29/1998	Bk:3251 ; Pg: 158	681.11	5,730.16	5,743.98
6	98-27	Eisenmenger, David & Carol	Spring Street	271.01	771	6/16/1998	6/29/1998	Bk: 3251; Pg: 161	2,025.04	216,872.52	217,825.04
7	99-06	Diane Louise Paulsen	Bird Pass	100	368	6/2/1999	7/1/1999	Bk: 3518; Pg: 345	1,155.72	150,433.65	151,077.18
8	01-05	Omelia, Mary & Lawrence	4 Sandybrook Road	58	66	6/13/2001	6/28/2001	Bk: 4069; Pg: 054	189.91	25,335.84	25,468.51
9	02-08	Galifi, Marco & Louise	6 Sandybrook Road	58	64	12/10/2002	1/14/2003	Bk: 4975; Pg: 190	774.22	61,251.59	61,544.80
10	07-10	Colello, Angella	14 Brookwood Road	49	142	10/18/2007	10/29/2007	Bk: 8374; Pg: 77	71.81	15,860.58	15,955.75
11	08-08	Holly, Frances E. & Leroy	Cedar Road	83	193	12/9/2008	12/17/2008	Bk: 8544; Pg: 498	228.46	15,860.58	15,955.75
12	08-00019	Ralph, Regis R Jr	Granite Street	268	744	12/9/2008	12/17/2008	Bk: 8544; Pg: 518	216.48	1,305.08	1,308.71
13	2011-09	Gourdet, Gladimy & Fontus, Jean Z.	Waterloo Road	85	223	10/12/2011	10/18/2011	Bk: 8920; Pg: 468	189.93	1,305.08	1,308.71
14	2020-004	Coles, John	Waterloo Road	91	292	10/30/2020	1/20/2021	Bk: 9895; Pg: 949	486.85	4,132.63	4,173.07
The amount required to redeem shall be calculated to the date of redemption. The interest continues to accrue and fees and costs which will be added to the amount when the tax sale certificate is redeemed. This Foreclosure is certified to be a True Copy made on the 21st day of January, 2025 by Michele McElroy, Tax Collector Signed:  Michele McElroy, CTC, Tax Collector, Township of Byram											

**TOWNSHIP OF BYRAM
RESOLUTION NO. 041-2025**

**AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1
FOR PROPOSED RESURFACING OF STONEHEDGE LANE**

WHEREAS, the Township of Byram (Owner) and Denville Line Painting, Inc. entered into a contract for proposed resurfacing of Stonehedge Lane for a total of \$1911.28 as stated in Resolution 091-2024; and

WHEREAS, in the process of completing the work, certain changes were authorized by the Owner as detailed in Change Order No. 1; and

WHEREAS, the revised work was negotiated between the engineer Harold Pellow & Associates and the Contractor and was found to require a net decrease of \$650.02.

NOW, THEREFORE, BE IT RESOLVED by the Township of Byram in the County of Sussex, State of New Jersey to authorize the Mayor to execute Change Order No. 1 resulting in a net decrease of \$650.02 resulting in an adjusted contract price of \$1,261.26.

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 21, 2025.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 042-2025**

**AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1
FOR PROPOSED RESURFACING OF MANOR DRIVE**

WHEREAS, the Township of Byram (Owner) and Denville Line Painting, Inc. entered into a contract for proposed resurfacing of Manor Drive for a total of \$1,542.73 as stated in Resolution 092-2024; and

WHEREAS, in the process of completing the work, certain changes were authorized by the Owner as detailed in Change Order No. 1; and

WHEREAS, the revised work was negotiated between the engineer Harold Pellow & Associates and the Contractor and was found to require a net decrease of \$565.39.

NOW, THEREFORE, BE IT RESOLVED by the Township of Byram in the County of Sussex, State of New Jersey to authorize the Mayor to execute Change Order No. 1 resulting in a net decrease of \$565.39 resulting in an adjusted contract price of \$977.34.

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 21, 2025.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 043-2025**

**AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1
FOR PROPOSED RESURFACING OF VARIOUS STREETS – 2024
(BRIDGET WAY, CATALINA DRIVE, CAMELOT DRIVE, MAYFAIR
LANE & SANDRA LANE)**

WHEREAS, the Township of Byram (Owner) and Denville Line Painting, Inc. entered into a contract for proposed resurfacing of various streets – 2024 (Bridget Way, Catalina Drive, Camelot Drive, Mayfair Lane & Sandra Lane) for a total of \$3,602.26 as stated in Resolution 090-2024; and

WHEREAS, in the process of completing the work, certain changes were authorized by the Owner as detailed in Change Order No. 1; and

WHEREAS, the revised work was negotiated between the engineer Harold Pellow & Associates and the Contractor and was found to require a net decrease of \$622.44.

NOW, THEREFORE, BE IT RESOLVED by the Township of Byram in the County of Sussex, State of New Jersey to authorize the Mayor to execute Change Order No. 1 resulting in a net decrease of \$622.24 resulting in an adjusted contract price of \$2,997.82.

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 21, 2025.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY
RESOLUTION NO. 044 – 2025**

Authorization to Purchase One (1) Alcotest Machine for the Township of Byram Police Department

WHEREAS, the Township of Byram has the need to purchase a new Alcotest Machine for the daily operations of the Township of Byram Police Department; and

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and 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 Treasury; and

WHEREAS, the State awarded contract 20-TELE-00933 Evidential Breath Testing Equipment & Services (T-3031) for the period of February 27, 2017 – February 26, 2025; and

WHEREAS, Draeger, Inc. is a State Contract vendor under Contract 20-TELE00933 and is an approved vendor to extend prices under the contract number; and

WHEREAS, the total base price for the Alcotest Machine is \$17,900.00; and

WHEREAS, there is additional supplemental options and equipment available under the competitive bidding contract including:

MQ91434 – 10-Year Service Agreement -	\$ 3,968.00
4401036 – Dry Gas, .10% 105L	400.00
6805703 – Mouthpiece Classic w/Valve (25 pcs)	174.50
NA10675 – UPS Pro, 8 Outlets, AVR, LCD Interface	380.00
	<u>\$4,922.50</u>

WHEREAS, the source of funding for the Alcotest Machine is available under Capital Ordinance #020-2024 – Alcotest Machine; and

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Byram does hereby authorize the execution of the necessary purchase orders in the total amount not to exceed \$22,822.50 to obtain a new Alcotest Machine for the daily operations of the Township of Byram Police Department; and

BE IT FURTHER RESOLVED, that upon receipt, inspection and approval of vouchers therefore by the Township of Byram, payment, pursuant to said purchase orders, are hereby authorized with the same to be charged against funds established in the appropriate account for said purpose.

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 21, 2025.

Cynthia Church, Township Clerk

List of Bills - (All Funds)

Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

Vendor	Description	Payment	Check Total
Claims Account			
3795 - 4IMPRINT, INC.	PO 29314 TOWNSHIP EVENT TENT - QUOTE #27970036	1,108.06	1,108.06
2212 - AG CHOICE, LLC	PO 29981 COJ PARK DEMO - MULCH DISPOSAL	880.00	880.00
66 - ANJEC	PO 29978 ENVIRONMENTAL COMMISSION - 2025 MEMBERSH	450.00	450.00
3841 - APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P	PO 29892 LABOR ATTORNEY - NOVEMBER 2024 SERVICES	1,664.25	1,664.25
2823 - ASAP CONTAINER SERVICES, LLC	PO 29885 SEWER STATIONS - EMERGENCY CLEANINGS	4,202.75	4,202.75
3904 - ATCF II NEW JERSEY, LLC	PO 29971 Lien Redemption - TSC #2023-004 - 216 Rt	17,500.00	
	PO 29971 Lien Redemption - TSC #2023-004 - 216 Rt	37,075.38	54,575.38
108 - ATLANTIC TACTICAL, INC.	PO 29785 POLICE - TRAINING FIREARMS - QUOTE #SQ-8	103.50	103.50
217 - BYRAM TWP SEWER OPERATING UTIL	PO 29999 1st-2nd Qtr 2025 Sewer Billing	1,460.42	1,460.42
3719 - COMPUTER DESIGN & INTEGRATION, LLC	PO 29896 COMPUTER UPGRADES - QUOTE #Q121871-1 - N	13,959.36	13,959.36
313 - CONSOLIDATED FIRE PROTECTION	PO 30030 PD CARS - FIRE EXTINGUISHER SERVICE	355.00	355.00
3821 - CREATIVE MANAGEMENT, INC.	PO 28638 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	2,958.36	2,958.36
2665 - CWL PLANNING, LLC	PO 29873 ESCROW - SEPTEMBER 2024 SERVICES - HIGHL	487.50	
	PO 29874 ESCROW - APRIL, MAY, & JULY 2024 SERVICE	300.00	787.50
385 - DENVILLE LINE PAINTING, INC.	PO 28821 LINE STRIPING OF VARIOUS STREETS (BRIDGE	2,997.82	
	PO 28824 LINE STRIPING OF STONEHEDGE LANE - R #09	1,261.26	
	PO 28827 LINE STRIPING OF MANOR DRIVE - R #092-20	977.34	5,236.42
448 - EDMUNDS GOVTECH, INC.	PO 30019 2025 FUND ACCOUNTING - SUPPORT & MAINTEN	4,079.25	
	PO 30020 2025 TAX SYSTEM SUPPORT & MAINTENANCE	3,753.75	
	PO 30020 2025 TAX SYSTEM SUPPORT & MAINTENANCE	5,591.25	13,424.25
3802 - ELIZABETHTOWN GAS	PO 29959 MONTHLY SERVICE	362.98	362.98
3860 - ERIC M. BERNSTEIN & ASSOCIATES, LLC	PO 29974 SPECIAL PROSECUTOR - DECEMBER 2024 SERVI	175.00	175.00
3854 - FF1 APPARATUS, LLC	PO 29940 Emergency Repair - Engine 4	1,004.40	1,004.40
542 - FOREST LAKES WATER CO	PO 28520 2024 BLANKET - WATER SERVICE	125.00	125.00
3484 - FOVEONICS IMAGING TECHNOLOGIES, INC.	PO 28029 CONSTRUCTION/PLANNING/ZONING - DAY FORWA	3,004.13	
	PO 30029 2025 OFF-SITE WEB BASED SOTRAGE ANNUAL C	8,916.00	11,920.13
1166 - GANNETT NEW YORK/NEW JERSEY LOCALIQ	PO 29993 MONTHLY ADVERTISING	164.78	164.78
607 - GFOA OF NJ	PO 30050 2025 Membership Dues - Frueholz	100.00	100.00
3906 - GIUMMARRA, JESSICA	PO 29980 REFUND - SEWING CLASS: LEARN TO SEW	150.00	150.00
1786 - GROUP SALES BOX OFFICE, LLC	PO 30033 RECREATION - ALADDIN	5,927.50	5,927.50
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 28242 1ST QUARTER 2024 BLANKET PURCHASE ORDER	290.00	
	PO 29401 2024 TAX MAP UPDATES	204.50	494.50
3077 - HARRAH'S RESORT ATLANTIC CITY	PO 30034 NJRPA CONFERENCE LODGING - ACKNOWLEDGEME	292.62	292.62
160 - HOPATCONG, BOROUGH OF	PO 29811 3RD QUARTER 2024 ANIMAL CONTROL - MEDICA	2,501.60	2,501.60
751 - JCP&L	PO 29963 MONTHLY SERVICE	697.74	697.74
751 - JCP&L	PO 29988 MONTHLY SERVICES	73.88	73.88
751 - JCP&L	PO 29989 MONTHLY SERVICE	380.08	380.08
751 - JCP&L	PO 29990 MONTHLY SERVICE	320.59	320.59
751 - JCP&L	PO 29991 MONTHLY SERVICES	53.05	53.05
751 - JCP&L	PO 29992 MONTHLY SERVICE	151.94	151.94
3412 - KONICA MINOLTA PREMIER FINANCE	PO 28113 2024 BLANKET PURCHASE ORDER - UCC COPY M	53.36	53.36
3412 - KONICA MINOLTA PREMIER FINANCE	PO 29970 JAN-APRIL 2025 BLANKET PURCHASE ORDER -	111.70	111.70
3412 - KONICA MINOLTA PREMIER FINANCE	PO 29972 2025 BLANKET PURCHASE ORDER - UCC COPY M	46.61	46.61
3412 - KONICA MINOLTA PREMIER FINANCE	PO 29973 JAN-APRIL 2025 BLANKET PURCHASE ORDER -	130.19	130.19
2409 - LAKELAND BUS LINES, INC.	PO 30027 TRANSPORTATION FOR FLOWER SHOW - 03/03/2	300.00	300.00
934 - LOWE'S BUSINESS ACCOUNT	PO 28233 2024 BLANKET PURCHASE ORDER	51.24	51.24
934 - LOWE'S BUSINESS ACCOUNT	PO 28233 2024 BLANKET PURCHASE ORDER	684.41	684.41
1029 - MICROSYSTEMS-NJ.COM, LLC	PO 29984 2025 ONLINE MOD4 & CAMA SERVICE	2,400.00	
	PO 29985 2025 NOTICE OF ASSESSMENT POST CARDS	3,092.68	5,492.68
1170 - NEW JERSEY PLANNING OFFICIALS	PO 30025 2025 MEMBERSHIP DUES	370.00	370.00
1171 - NEW YORK YANKEES PARTNERSHIP	PO 30032 RECREATION - YANKEES GAME TICKETS	4,400.00	4,400.00
2339 - NJ LEAGUE OF MUNICIPALITIES	PO 30022 2025 NJLM MEMBERSHIP DUES	787.00	787.00
1186 - NJ MOTOR VEHICLE COMMISSION	PO 30021 2025 Administrative User Fee - Acct #0L0	150.00	150.00
1191 - NJ STATE DEPT OF HEALTH	PO 29994 December 2024 Dog License Fees Due to St	56.40	56.40
1212 - NOR. JERSEY MUN EMP BENFT FUND	PO 30012 JAN-APRIL 2025 BLANKET PURCHASE ORDER -	110.00	
	PO 30012 JAN-APRIL 2025 BLANKET PURCHASE ORDER -	6,736.00	6,846.00
3590 - OPTIMUM	PO 30028 EQUIPMENT CHARGES - CABLE BOXES - 2025 B	10.00	10.00
3183 - ORGERA, MICHAEL	PO 29975 Reimbursement - 2025 PWANJ Annual Member	75.00	75.00
1775 - PENTELDATA	PO 30049 2025 BLANKET PURCHASE ORDER - COMMERCIAL	126.99	126.99

List of Bills - (All Funds)

Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

Vendor	Description	Payment	Check Total
1301 - PERFORMANCE TRAILERS, INC.	PO 29001 FORD F550 TRUCK BODY - QUOTE DATE: 06/18	6,400.00	6,400.00
1306 - PETRO-MECHANICS, INC	PO 29938 Repairs to Gas Pump Damage	1,126.72	1,126.72
3886 - PLANET NETWORKS, INC.	PO 29958 JANUARY-FEBRUARY 2025 INTERNET SERVICES	279.90	279.90
3041 - PRIMEPOINT, LLC	PO 28604 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	216.75	216.75
3907 - QUEENS BALLPARK COMPANY, LLC	PO 30031 RECREATION - METS GAME TICKETS	4,370.00	4,370.00
1821 - RANDOLPH, TOWNSHIP OF	PO 30011 2025 Annual Membership - MCCPC	1,100.00	1,100.00
3257 - RICOH USA, INC.	PO 29960 1ST QUARTER 2025 BLANKET PURCHASE ORDER	225.35	225.35
1432 - RONETCO SUPERMARKETS, INC	PO 29893 HOLIDAY HOUSE DECORATING PRIZES - R #191	189.90	
	PO 29894 HOLIDAY CELEBRATION - REFRESHMENTS & SUP	78.90	268.80
1468 - SCMUA	PO 28130 2024 Blanket For Leaves and Brush	185.85	
	PO 28132 2024 Blanket Bulky Waste	187.50	
	PO 28588 APRIL - DECEMBER 2024 BLANKET PURCHASE O	12,248.29	
	PO 29969 1ST QUARTER 2025 BLANKET PURCHASE ORDER	6,612.60	19,234.24
1521 - SPACE FARMS ZOO	PO 28231 2024 BLANKET PURCHASE ORDER - CARCASS RE	58.00	58.00
1581 - STORR TRACTOR COMPANY	PO 29192 Field Paint for Sports Field Lining	890.00	890.00
1602 - SUSSEX CTY MUNICIPAL CLERKS	PO 29982 2025 MEMBERSHIP DUES	75.00	75.00
1045 - TCTA MEMBERSHIP SERVICES	PO 29934 2025 MEMBERSHIP DUES - MCELROY	100.00	
	PO 29935 WEBINAR - STAY NJ PROPERTY TAX CREDIT PR	50.00	
	PO 30017 WEBINAR - STAY NJ PROPERTY TAX CREDIT PR	50.00	
	PO 30018 2025 ANNUAL MEMBERSHIP - FRUEHOLZ	100.00	300.00
3803 - THE HON COMPANY, LLC	PO 29673 CLERK OFFICE WORKSTATION - ESCNJ CONTRAC	2,234.60	2,234.60
2151 - THE STANDARD INSURANCE CO.	PO 29998 1ST QUARTER 2025 LIFE INSURANCE PREMIUMS	1,676.70	1,676.70
1839 - TREASURER, STATE OF NJ	PO 29955 4th Qtr 2024 DCA Fees Due to State	5,506.00	5,506.00
1884 - VERIZON	PO 29957 Monthly Service	339.63	339.63
1889 - VERIZON WIRELESS	PO 29956 MONTHLY SERVICE	280.07	
	PO 29997 MONTHLY SERVICE	114.03	394.10
1902 - VOGEL, CHAIT, COLLINS AND SCHNEIDER	PO 28244 2024 BLANKET PURCHASE ORDER - TAX APPEAL	175.00	
	PO 28635 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	2,213.75	2,388.75
3753 - W. CAMPBELL SUPPLY CO. OF SUSSEX CTY, LL	PO 29939 Repair Parts For Engine 4	899.26	899.26
1926 - WB MASON CO., INC.	PO 29961 2025 WATER COOLOR RENTAL & SUPPLIES	3.80	3.80
2626 - XTEL COMMUNICATIONS	PO 29995 JAN-APRIL 2025 BLANKET PURCHASE ORDER -	400.85	400.85
TOTAL			194,141.07

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN OE	10,401.35			
01-201-20-110-020	MAYOR & COUNCIL OE	787.00			
01-201-20-120-020	CLERK OE	75.00			
01-201-20-130-020	FINANCE ADMINISTRATION OE	6,178.45			
01-201-20-145-020	TAX COLLECTION OE	4,003.75			
01-201-20-150-020	TAX ASSESSMENT OE	5,492.68			
01-201-20-155-020	LEGAL SERVICES	175.00			
01-201-20-170-020	ENVIRONMENTAL COMMISSION OE	450.00			
01-201-21-180-020	PLANNING BD OE	370.00			
01-201-23-220-020	GROUP INSURANCE	8,412.70			
01-201-25-240-020	POLICE OE	130.19			
01-201-26-290-020	ROAD REPAIR & MAINT OE	75.00			
01-201-26-310-020	PUBLIC BLDGS & GROUNDS OE	3.80			
01-201-26-335-030	GARBAGE CONTRACT	6,427.20			
01-201-28-375-020	PARKS & PLAYGROUNDS OE	292.62			
01-201-31-440-020	TELEPHONE	1,147.37			
01-201-31-455-020	MUNICIPAL SEWER CHARGES	1,460.42			
01-201-32-465-000	RECYCLING TAX APPROP.	185.40			
01-203-20-100-020	(2024) GENERAL ADMIN OE		291.95		
01-203-20-110-020	(2024) MAYOR & COUNCIL OE		78.90		
01-203-20-120-020	(2024) CLERK OE		2,234.60		
01-203-20-150-020	(2024) TAX ASSESSMENT OE		389.79		
01-203-20-155-020	(2024) LEGAL SERVICES		3,878.00		

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

01-203-20-165-020	(2024) ENGINEERING		290.00		
01-203-21-180-020	(2024) PLANNING BD OE		43.52		
01-203-25-240-020	(2024) POLICE OE		383.57		
01-203-25-250-020	(2024) POLICE RADIO & COMM & 911		114.03		
01-203-25-265-020	(2024) FIRE OE		93.06		
01-203-26-290-020	(2024) ROAD REPAIR & MAINT OE		2,262.22		
01-203-26-292-020	(2024) FLEET MAINTENANCE		2,325.77		
01-203-26-310-020	(2024) PUBLIC BLDGS & GROUNDS OE		649.24		
01-203-26-335-030	(2024) GARBAGE CONTRACT		11,904.88		
01-203-27-330-020	(2024) BOARD OF HEALTH OE		23.31		
01-203-28-375-020	(2024) PARKS & PLAYGROUNDS OE		12.46		
01-203-30-420-020	(2024) CELEBRATION PUBLIC EVENTS		189.90		
01-203-31-430-020	(2024) ELECTRICITY		719.09		
01-203-31-435-020	(2024) STREET LIGHTING		52.53		
01-203-31-446-020	(2024) NATURAL GAS		362.98		
01-203-31-460-020	(2024) GASOLINE		2,958.36		
01-203-32-465-000	(2024) RECYCLING TAX APPROP.		343.41		
01-204-55-000	Accounts Payable			3,004.13	
01-213-07-000-000	RESERVE - FEDERAL/STATE GRANTS			185.85	
01-216-55-000-000	Third Party Liens			37,075.38	
01-260-05-100	Due to Claims			0.00	115,934.86

TOTALS FOR	Current fund	46,067.93	29,601.57	40,265.36	115,934.86
=====					
04-215-55-042-000	VARIOUS STREET IMPROVEMENTS (004-2022)			3,975.16	
04-215-55-048-000	VARIOUS STREET IMPROVEMENTS (006-2023)			1,261.26	
04-215-55-052-000	ACQUISITION OF DPW EQUIPMENT (003-2024)			6,400.00	
04-215-55-056-000	TECHNOLOGY UPGRADES (019-2024)			13,959.36	
04-260-05-100	Due to Claims			0.00	25,595.78

TOTALS FOR	Capital	0.00	0.00	25,595.78	25,595.78
=====					
05-201-55-502-020	OPERATING OE	3,753.75			
05-203-55-502-020	(2024) OPERATING OE		5,159.65		
05-260-05-100	Due to Claims			0.00	8,913.40

TOTALS FOR	Sewer	3,753.75	5,159.65	0.00	8,913.40
=====					
12-205-55-000-000	Due to State			56.40	
12-260-05-100	Due to Claims			0.00	2,558.00
12-286-56-000-001	Reserve - Dog Trust			2,501.60	

TOTALS FOR	Animal Trust	0.00	0.00	2,558.00	2,558.00
=====					
17-260-05-100	Due to Claims			0.00	880.00
17-286-56-000-001	Reserve - Open Space			880.00	

TOTALS FOR	Open Space Trust	0.00	0.00	880.00	880.00
=====					
18-260-05-100	Due to Claims			0.00	300.00
18-280-56-000	Reserve For Developers Deposits			300.00	

TOTALS FOR	Developers Escrow Fund Fulton Bank	0.00	0.00	300.00	300.00
=====					
19-260-05-000-025	Due to State - DCA Fees			4,891.00	
19-260-05-000-026	Due to State - DCA Fees - Netcong			615.00	
19-260-05-100	Due to Claims			0.00	23,215.97
19-286-56-000-015	Reserve - Tax Sale Premiums			17,500.00	
19-286-56-000-400	Reserve - Uniform Construction Code			209.97	

TOTALS FOR	Other Trust	0.00	0.00	23,215.97	23,215.97
=====					

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

20-260-05-100	Due to Claims			0.00	16,255.56
20-286-56-009-000	Recreation Programs OLD			1,108.06	
20-286-56-011-000	TRIPS			14,997.50	
20-286-56-300-000	PROGRAMMING			150.00	

TOTALS FOR	Recreation Trust	0.00	0.00	16,255.56	16,255.56
		=====	=====	=====	=====
24-260-05-100	Due to Claims			0.00	487.50
24-280-56-000	Reserve for Developers Escrow Deposits			487.50	

TOTALS FOR	Developers Escrow - VNB	0.00	0.00	487.50	487.50
		=====	=====	=====	=====

Total to be paid from Fund 01 Current fund	115,934.86
Total to be paid from Fund 04 Capital	25,595.78
Total to be paid from Fund 05 Sewer	8,913.40
Total to be paid from Fund 12 Animal Trust	2,558.00
Total to be paid from Fund 17 Open Space Trust	880.00
Total to be paid from Fund 18 Developers Escrow Fund Fulton Bank	300.00
Total to be paid from Fund 19 Other Trust	23,215.97
Total to be paid from Fund 20 Recreation Trust	16,255.56
Total to be paid from Fund 24 Developers Escrow - VNB	487.50
=====	
	194,141.07

Checks Previously Disbursed

2025001	STATE OF NEW JERSEY	PO# 29913	JANUARY 2025 HEALTH INSURANCE PREM	2,073.42	1/15/2025
2025001	STATE OF NEW JERSEY	PO# 29913	JANUARY 2025 HEALTH INSURANCE PREM	122,320.66	1/15/2025
2025002	LENAPE VALLEY REGIONAL H S	PO# 29915	JANUARY - JUNE 2025 REGIONAL SCHOO	601,661.33	1/10/2025
2025003	BYRAM TWP BD OF EDUCATION	PO# 29914	JANUARY - JUNE 2025 SCHOOL TAX LEV	1,129,230.67	1/10/2025

				1,855,286.08	

Totals by fund	Previous Checks/Voids	Current Payments	Total

Fund 01 Current fund	1,853,212.66	115,934.86	1,969,147.52
Fund 04 Capital		25,595.78	25,595.78
Fund 05 Sewer		8,913.40	8,913.40
Fund 12 Animal Trust		2,558.00	2,558.00
Fund 17 Open Space Trust		880.00	880.00
Fund 18 Developers Escrow Fund Fulton Bank		300.00	300.00
Fund 19 Other Trust	2,073.42	23,215.97	25,289.39
Fund 20 Recreation Trust		16,255.56	16,255.56
Fund 24 Developers Escrow - VNB		487.50	487.50

BILLS LIST TOTALS	1,855,286.08	194,141.07	2,049,427.15
			=====

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

Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

Account	P0 #	Vendor	Description	Payment	Account Total
Current fund					
DEPARTMENT 000					
		28029 FOVEONICS IMAGING TECHNOLOGIES, INC.	INDEXING OF FILES	599.16	
		28029 FOVEONICS IMAGING TECHNOLOGIES, INC.	BOXING & LABELING OF FILES	684.00	
		28029 FOVEONICS IMAGING TECHNOLOGIES, INC.	IMAGING OF FILES - SMALL FORMAT (PER IMA	1,002.65	
		28029 FOVEONICS IMAGING TECHNOLOGIES, INC.	PREPARATION OF FILES	285.00	
		28029 FOVEONICS IMAGING TECHNOLOGIES, INC.	SORTING OF BLUEPRINTS (PER HOUR)	247.00	
		28029 FOVEONICS IMAGING TECHNOLOGIES, INC.	SCANNING SERVICES FOR LARGE DOCUMENTS (G	180.32	
		28029 FOVEONICS IMAGING TECHNOLOGIES, INC.	PICKUP & DELIVERY	6.00	
01-204-55-000		Accounts Payable	TOTAL FOR ACCOUNT		3,004.13
		29971 ATCF II NEW JERSEY, LLC	Lien Redemption - TSC #2023-004 - 216 Rt	31,106.69	
01-216-55-000-001		Principal	TOTAL FOR ACCOUNT		31,106.69
		29971 ATCF II NEW JERSEY, LLC	Lien Redemption - TSC #2023-004 - 216 Rt	5,968.69	
01-216-55-000-002		Interest & Costs	TOTAL FOR ACCOUNT		5,968.69
TOTAL for DEPARTMENT 000					=====
					40,079.51
DEPARTMENT 100					
		30021 NJ MOTOR VEHICLE COMMISSION	2025 Administrative User Fee - DMV Looku	150.00	
		30011 RANDOLPH, TOWNSHIP OF	2025 Annual Membership - MCCPC	1,100.00	
01-201-20-100-202		Dues & Memberships	TOTAL FOR ACCOUNT		1,250.00
		29960 RICOH USA, INC.	JANUARY 2025 COPIER LEASE AGREEMENT	225.35	
01-201-20-100-209		Copy Machine	TOTAL FOR ACCOUNT		225.35
		30028 OPTIMUM	JANUARY 2025 EQUIPMENT CHARGES - DPW - C	5.00	
		30028 OPTIMUM	JANUARY 2025 EQUIPMENT CHARGES - PD - CA	5.00	
01-201-20-100-216		Computer Services	TOTAL FOR ACCOUNT		10.00
		30029 FOVEONICS IMAGING TECHNOLOGIES, INC.	5 REPOSITORIES	2,520.00	
		30029 FOVEONICS IMAGING TECHNOLOGIES, INC.	41.1 GB X 12 MOS X \$10/MONTH	6,396.00	
01-201-20-100-272		Miscellaneous	TOTAL FOR ACCOUNT		8,916.00
		29993 GANNETT NEW YORK/NEW JERSEY LOCALIQ	12/22/24 - NOTICE OF PSA - WAYNE DIETZ,	18.66	
		29993 GANNETT NEW YORK/NEW JERSEY LOCALIQ	12/22/24 - NOTICE OF PSA - NAVITEND	18.66	
		29993 GANNETT NEW YORK/NEW JERSEY LOCALIQ	12/12/24-12/15/24 - 2025 ANNUAL NOTICE -	37.88	
01-203-20-100-208		(2024) Advertising	TOTAL FOR ACCOUNT		75.20
		28604 PRIMEPOINT, LLC	DECEMBER 2024 MAINTENANCE FEES	216.75	
01-203-20-100-272		(2024) Miscellaneous	TOTAL FOR ACCOUNT		216.75
TOTAL for DEPARTMENT 100					=====
					10,693.30

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

Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 110					
01-201-20-110-202	30022 NJ LEAGUE OF MUNICIPALITIES		2025 MEMBERSHIP DUES	787.00	
	Dues & Memberships		TOTAL FOR ACCOUNT		787.00
01-203-20-110-200	29894 RONETCO SUPERMARKETS, INC		HOLIDAY CELEBRATION REFRESHMENTS & SUPPL	78.90	
	(2024) Office Supplies		TOTAL FOR ACCOUNT		78.90
TOTAL for DEPARTMENT 110					865.90
DEPARTMENT 120					
01-201-20-120-202	29982 SUSSEX CTY MUNICIPAL CLERKS		2025 MEMBERSHIP DUES - CYNTHIA CHURCH	75.00	
	Dues & Memberships		TOTAL FOR ACCOUNT		75.00
01-203-20-120-200	29673 THE HON COMPANY, LLC		ITEM #H105012 - 10500 SERIES MOD PEDESTA	380.61	
	29673 THE HON COMPANY, LLC		DELIVERY/INSTALLATION	446.92	
	29673 THE HON COMPANY, LLC		ITEM #H10560 - 10500 SERIES BRIDGE 42W X	206.41	
	29673 THE HON COMPANY, LLC		ITEM #H105581 - 10500 SERIES CREDENZA SH	387.14	
	29673 THE HON COMPANY, LLC		ITEM #H10541 - 10500 SERIES CREDENZA SHE	409.56	
	29673 THE HON COMPANY, LLC		ITEM #H10502 - 10500 SERIES FLOORSTAND F	403.96	
	(2024) Office Supplies		TOTAL FOR ACCOUNT		2,234.60
TOTAL for DEPARTMENT 120					2,309.60
DEPARTMENT 130					
01-201-20-130-202	30018 TCTA MEMBERSHIP SERVICES		2025 ANNUAL MEMBERSHIP - FRUEHOLZ	50.00	
	30050 GFOA OF NJ		2025 MEMBERSHIP DUES - FRUEHOLZ	100.00	
	Dues & Memberships		TOTAL FOR ACCOUNT		150.00
01-201-20-130-209	29970 KONICA MINOLTA PREMIER FINANCE		JANUARY 2025 LEASE	111.70	
	Copy Machine		TOTAL FOR ACCOUNT		111.70
01-201-20-130-216	30020 EDMUNDS GOVTECH, INC.		MSI TO MCSJ HOSTING FEES	1,837.50	
	30019 EDMUNDS GOVTECH, INC.		2025 APPLICATION SERVER & MAINTENANCE SU	727.65	
	30019 EDMUNDS GOVTECH, INC.		FUND ACCOUNTING SYSTEM SUPPORT (2-3 USER	3,351.60	
	Computer Services		TOTAL FOR ACCOUNT		5,916.75
TOTAL for DEPARTMENT 130					6,178.45
DEPARTMENT 145					
01-201-20-145-202	30018 TCTA MEMBERSHIP SERVICES		2025 ANNUAL MEMBERSHIP - FRUEHOLZ	50.00	
	29934 TCTA MEMBERSHIP SERVICES		2025 MEMBERSHIP DUES - MICHELE MCELROY	100.00	
	Dues & Memberships		TOTAL FOR ACCOUNT		150.00
	30017 TCTA MEMBERSHIP SERVICES		01/16/2025 WEBINAR - STAY NJ PROPERTY TA	50.00	
	29935 TCTA MEMBERSHIP SERVICES		01/16/2025 WEBINAR - STAY NJ PROPERTY TA	50.00	

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

Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 145					
01-201-20-145-203		Seminars & Meetings	TOTAL FOR ACCOUNT		100.00
	30020	EDMUNDS GOVTECH, INC.	WIPP - TAX MAINTENANCE	735.00	
	30020	EDMUNDS GOVTECH, INC.	MSI TO MCSJ HOSTING FEES	918.75	
	30020	EDMUNDS GOVTECH, INC.	MCSJ REAL PROPERTY TAX BILLING MAINTENAN	1,029.00	
01-201-20-145-216		Computer Services	TOTAL FOR ACCOUNT		2,682.75
	30020	EDMUNDS GOVTECH, INC.	MCSJ REAL PROPERTY TAX BILLING MAINTENAN	1,071.00	
01-201-20-145-299		Special Assessment Admin Fees	TOTAL FOR ACCOUNT		1,071.00
					=====
TOTAL for DEPARTMENT 145					4,003.75

DEPARTMENT 150					
	29985	MICROSYSTEMS-NJ.COM, LLC	2025 NOTICE OF ASSESSMENT POST CARDS	3,007.68	
	29985	MICROSYSTEMS-NJ.COM, LLC	SET-UP FEE	85.00	
01-201-20-150-207		Printing	TOTAL FOR ACCOUNT		3,092.68
	29984	MICROSYSTEMS-NJ.COM, LLC	ONLINE MOD4 & CAMA SERVICE FOR 2025	2,400.00	
01-201-20-150-216		Computer Services	TOTAL FOR ACCOUNT		2,400.00
	29993	GANNETT NEW YORK/NEW JERSEY LOCALIQ	12/27/24 - 2025 TAX LIST	10.29	
01-203-20-150-208		(2024) Advertising	TOTAL FOR ACCOUNT		10.29
	29401	HAROLD E. PELLOW & ASSOCIATES,	NOVEMBER 2024 SERVICES - 2024 TAX MAP UP	204.50	
01-203-20-150-214		(2024) Map Maintenance	TOTAL FOR ACCOUNT		204.50
	28244	VOGEL, CHAIT, COLLINS AND SCHNEIDER	DECEMBER 2024 TAX APPEALS SERVICES FOR 2	175.00	
01-203-20-150-228		(2024) Tax Appeals	TOTAL FOR ACCOUNT		175.00
					=====
TOTAL for DEPARTMENT 150					5,882.47

DEPARTMENT 155					
	29974	ERIC M. BERNSTEIN & ASSOCIATES, LLC	TELEPHONE CONFERENCE W/ROBERT BOHRD, ES	175.00	
01-201-20-155-808		Legal Retainer	TOTAL FOR ACCOUNT		175.00
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	REVIEW CORRESPONDENCE FROM/TO STUART ALT	40.00	
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	CONTINUED PREPARATION OF EMPLOYEE HANDBO	160.00	
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	REVIEW CORRESPONDENCE FROM PHIL CROSSON	160.00	
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	REVIEW CORRESPONDENCE FROM/TO PHIL CROSS	60.00	
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	(QUARRY APPLICATION) TELEPHONE CONVERSAT	60.00	
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	REVIEW CORRESPONDENCE FROM/TO PHIL CROSS	80.00	
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	REVIEW CORRESPONDENCE FROM PHIL CROSSON	20.00	
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	EMAIL CORRESPONDENCE W/CLIENT; CONTINUED	60.00	
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	RECEIPT & REVIEW OF EMAIL FROM CLIENT	20.00	
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	(QUARRY APPLICATION) REVIEW & ANALYSIS O	180.00	
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	PHONE CONFERENCE W/CLIENT; CONTINUED REV	120.00	
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	EMAIL CLIENT REGARDING HANDBOOK	20.00	
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	REVIEW/REVISE EVERS WTP 60-DAY REVIEW; D	120.00	
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	FINALIZE HANDBOOK; EMAIL CORRESPONDENCE	100.00	
	29892	APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	REVIEW CORRESPONDENCE FROM/TO JOSEPH SAB	40.00	

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

Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 155					
		28635 VOGEL, CHAIT, COLLINS AND SCHNEIDER	DECEMBER 2024 TWP ATTORNEY SERVICES	2,213.75	
		29892 APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	PHOTOCOPY CHARGES FOR PERIOD		4.25
		29892 APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	REVIEW FROM/TO PHIL CROSSON REGARDING SI		20.00
		29892 APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	EMAIL CORRESPONDENCES W/CLIENT; RECEIPT		320.00
		29892 APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	RECEIPT & REVIEW OF EMAIL FROM CLIENT		20.00
		29892 APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	REVIEW CORRESPONDENCE FROM/TO JOSEPH SAB		40.00
		29892 APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	REVIEW CORRESPONDENCE FROM/TO JOSEPH SAB		20.00
01-203-20-155-808		(2024) Legal Retainer	TOTAL FOR ACCOUNT		3,878.00
					=====
TOTAL for DEPARTMENT 155					4,053.00
DEPARTMENT 165					
		28242 HAROLD E. PELLOW & ASSOCIATES,	NOVEMBER 2024 SERVICES - MUNICIPAL ENGIN	290.00	
01-203-20-165-020		(2024) ENGINEERING	TOTAL FOR ACCOUNT		290.00
					=====
TOTAL for DEPARTMENT 165					290.00
DEPARTMENT 170					
		29978 ANJEC	2025 ANNUAL MEMBERSHIP DUES	450.00	
01-201-20-170-202		Dues & Memberships	TOTAL FOR ACCOUNT		450.00
					=====
TOTAL for DEPARTMENT 170					450.00
DEPARTMENT 180					
		30025 NEW JERSEY PLANNING OFFICIALS	2025 NJ PLANNING OFFICIALS DUAL BOARD ME	370.00	
01-201-21-180-202		Dues & Memberships	TOTAL FOR ACCOUNT		370.00
		29993 GANNETT NEW YORK/NEW JERSEY LOCALIQ	12/11/24 - LUB 12/05/2024 MEETING BUSINE	23.93	
		29993 GANNETT NEW YORK/NEW JERSEY LOCALIQ	12/26/24 - LUB 12/19/2024 MEETING BUSINE	19.59	
01-203-21-180-208		(2024) Advertising	TOTAL FOR ACCOUNT		43.52
					=====
TOTAL for DEPARTMENT 180					413.52
DEPARTMENT 220					
		30012 NOR. JERSEY MUN EMP BENFT FUND	JANUARY 2025 DENTAL INSURANCE PREMIUMS	6,736.00	
		29998 THE STANDARD INSURANCE CO.	JANUARY 2025 LIFE INSURANCE PREMIUMS - P	1,676.70	
01-201-23-220-230		Group Plans	TOTAL FOR ACCOUNT		8,412.70
					=====
TOTAL for DEPARTMENT 220					8,412.70

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

Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 240					
01-201-25-240-209	29973	KONICA MINOLTA PREMIER FINANCE	JANUARY 2025 LEASE	130.19	
		Copy Machine	TOTAL FOR ACCOUNT		130.19
01-203-25-240-250	29956	VERIZON WIRELESS	PATROL VEHICLE PHONE & MODEMS ACCOUNT #2	280.07	
		(2024) Cell Phone - Police	TOTAL FOR ACCOUNT		280.07
01-203-25-240-271	29785	ATLANTIC TACTICAL, INC.	Item #ASP07363 - Red Gun Training Handgu	103.50	
		(2024) Police & Fire Training	TOTAL FOR ACCOUNT		103.50
TOTAL for DEPARTMENT 240				=====	513.76
DEPARTMENT 250					
01-203-25-250-020	29997	VERIZON WIRELESS	FIRE DEPT IPADS - ACCT #742195349-00001	114.03	
		(2024) POLICE RADIO & COMM & 911	TOTAL FOR ACCOUNT		114.03
TOTAL for DEPARTMENT 250				=====	114.03
DEPARTMENT 265					
01-203-25-265-220	28233	LOWE'S BUSINESS ACCOUNT	TRUE FUEL 4-CYCLE 2.1 GALLON	93.06	
		(2024) Operating Maintenance	TOTAL FOR ACCOUNT		93.06
TOTAL for DEPARTMENT 265				=====	93.06
DEPARTMENT 290					
01-201-26-290-202	29975	ORGERA, MICHAEL	Reimbursement for 2025 PWANJ Annual Memb	75.00	
		Dues & Memberships	TOTAL FOR ACCOUNT		75.00
01-203-26-290-220	29938	PETRO-MECHANICS, INC	Hose Mast Kit	821.23	
	29938	PETRO-MECHANICS, INC	1" Reconnectable Breakaway Valve	181.60	
	29938	PETRO-MECHANICS, INC	3/4" Breakaway	123.89	
		(2024) Operating Maintenance	TOTAL FOR ACCOUNT		1,126.72
01-203-26-290-285	28231	SPACE FARMS ZOO	DECEMBER 2024 - CARCASS REMOVAL SERVICE	58.00	
		(2024) Carcass Removal	TOTAL FOR ACCOUNT		58.00
01-203-26-290-461	28132	SCMUA	12/31/2024 - BULKY WASTE	187.50	
	29192	STORR TRACTOR COMPANY	Superior Line Super Concentrate Field Ma	890.00	
		(2024) Park Maintenance	TOTAL FOR ACCOUNT		1,077.50
TOTAL for DEPARTMENT 290				=====	2,337.22

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

Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 292					
		29939 W. CAMPBELL SUPPLY CO. OF SUSSEX CTY, LLC	Shipping & Handling	35.00	
		29939 W. CAMPBELL SUPPLY CO. OF SUSSEX CTY, LLC	Item #005C/598456 - Sensor PRS Temperatu	98.10	
		29939 W. CAMPBELL SUPPLY CO. OF SUSSEX CTY, LLC	Item #005C/4358939 - Sensor DFN Pressure	259.85	
		29939 W. CAMPBELL SUPPLY CO. OF SUSSEX CTY, LLC	Item #005F/FG CV50628 - Crankcase Ventil	150.08	
		29939 W. CAMPBELL SUPPLY CO. OF SUSSEX CTY, LLC	Item #005C/5550398 - Kit, Turbocharger A	321.23	
		29939 W. CAMPBELL SUPPLY CO. OF SUSSEX CTY, LLC	Shipping & Handling	35.00	
		29939 W. CAMPBELL SUPPLY CO. OF SUSSEX CTY, LLC	Item #005C/598456 - Sensor PRS Temperatu	98.10	
		29939 W. CAMPBELL SUPPLY CO. OF SUSSEX CTY, LLC	Credit - Item #005C/598456 - Sensor PRS	-98.10	
		29940 FF1 APPARATUS, LLC	Labor/Diag/Travel on Sunday 12/23/24 for	930.00	
		29940 FF1 APPARATUS, LLC	Shop Supplies	74.40	
01-203-26-292-260	(2024) Fire Department		TOTAL FOR ACCOUNT		1,903.66
		28233 LOWE'S BUSINESS ACCOUNT	HILLMAN 5MM X 50MM ZINC-PLATED FINE THRE	1.69	
		28233 LOWE'S BUSINESS ACCOUNT	1/4" PLASTIC CABLE CLIPS CABLE STAPLE	2.26	
		28233 LOWE'S BUSINESS ACCOUNT	1/2" PLASTIC CABLE CLIPS CABLE STAPLE	2.26	
		28233 LOWE'S BUSINESS ACCOUNT	18-GAUGE GALVANIZED STEEL ANGLE	9.08	
		28233 LOWE'S BUSINESS ACCOUNT	18-GAUGE GALVANIZED STEEL ANGLE	7.84	
		28233 LOWE'S BUSINESS ACCOUNT	2" X 10" X 10' DOUGLAS FIR KILN-DRIED LU	33.96	
		28233 LOWE'S BUSINESS ACCOUNT	2" X 4" WHITEWOOD KILN-DRIED STUD	10.02	
01-203-26-292-270	(2024) DPW Fleet		TOTAL FOR ACCOUNT		67.11
		30030 CONSOLIDATED FIRE PROTECTION	RECHARGE 10LB ABC EXTINGUISHER	111.00	
		30030 CONSOLIDATED FIRE PROTECTION	RECHARGE 5LB ABC EXTINGUISHER	188.00	
		30030 CONSOLIDATED FIRE PROTECTION	SERVICE CHARGE	56.00	
01-203-26-292-280	(2024) Police Dept. Fleet		TOTAL FOR ACCOUNT		355.00
TOTAL for DEPARTMENT 292					2,325.77
DEPARTMENT 310					
		29961 WB MASON CO., INC.	JANUARY 2025 WATER COOLOR RENTAL	3.80	
01-201-26-310-220	Operating Maintenance		TOTAL FOR ACCOUNT		3.80
		28520 FOREST LAKES WATER CO	4TH QUARTER 2024 WATER SERVICE	125.00	
		28233 LOWE'S BUSINESS ACCOUNT	BLUE PLASTIC LIDLESS TRASH CAN	12.33	
		28233 LOWE'S BUSINESS ACCOUNT	GE 6FT STAYBRIGHT LED NEON FLEX 3D SANTA	140.59	
		28233 LOWE'S BUSINESS ACCOUNT	CHROME WALL MOUNT SPRING-LOADED TOILET P	6.15	
		28233 LOWE'S BUSINESS ACCOUNT	KWIKSET SMARTCODE NICKEL ELECTRONIC HAND	136.80	
		28233 LOWE'S BUSINESS ACCOUNT	ZEP CRISP & CLEAN REFILL	123.46	
		28233 LOWE'S BUSINESS ACCOUNT	BLACK PLASTIC LIDLESS TRASH CAN	24.66	
		28233 LOWE'S BUSINESS ACCOUNT	CITRUS MAGIC 60Z SPRAY	5.68	
		28233 LOWE'S BUSINESS ACCOUNT	6-CT LITTLETREES VENTWRAP AIR FRESHNER	12.32	
		28233 LOWE'S BUSINESS ACCOUNT	12PC DEMOLITION RECIPROCATING SAW BLADE	23.73	
		28233 LOWE'S BUSINESS ACCOUNT	12" 6 TPI DEMOLITION RECIPROCATING SAW B	14.71	
		28233 LOWE'S BUSINESS ACCOUNT	RELIABILT WHITE UNIVERSAL FIT HANDLE W/L	6.73	
		28233 LOWE'S BUSINESS ACCOUNT	UTL OUTDOOR 2-OUTLET DIAL TIMER	17.08	
01-203-26-310-220	(2024) Operating Maintenance		TOTAL FOR ACCOUNT		649.24
TOTAL for DEPARTMENT 310					653.04

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

Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 330					
01-203-27-330-208	29993	GANNETT NEW YORK/NEW JERSEY LOCALIQ (2024) Advertising	12/08/24 - NOTICE OF ADOPTION - ORDINANC	23.31	23.31
TOTAL FOR ACCOUNT					23.31
TOTAL for DEPARTMENT 330					23.31
DEPARTMENT 335					
01-201-26-335-030	29969	SCMUA GARBAGE CONTRACT	01/07/2025 GARBAGE DISPOSAL	6,427.20	6,427.20
TOTAL FOR ACCOUNT					6,427.20
01-203-26-335-030	28588	SCMUA	12/31/24 - GARBAGE TIPPING FEES	7,271.68	11,904.88
	28588	SCMUA	12/24/24 - GARBAGE TIPPING FEES	4,633.20	
	(2024) GARBAGE CONTRACT		TOTAL FOR ACCOUNT		
TOTAL for DEPARTMENT 335					18,332.08
DEPARTMENT 375					
01-201-28-375-203	30034	HARRAH'S RESORT ATLANTIC CITY Seminars & Meetings	NJRPA CONFERENCE LODGING - CHECK-IN: 02/	292.62	292.62
TOTAL FOR ACCOUNT					292.62
01-203-28-375-208	29993	GANNETT NEW YORK/NEW JERSEY LOCALIQ (2024) Advertising	12/26/24 - RECREATION COMMITTEE MEETING	12.46	12.46
TOTAL FOR ACCOUNT					12.46
TOTAL for DEPARTMENT 375					305.08
DEPARTMENT 420					
01-203-30-420-020	29893	RONETCO SUPERMARKETS, INC (2024) CELEBRATION PUBLIC EVENTS	HOLIDAY HOUSE DECORATING CONTEST PRIZES	189.90	189.90
TOTAL FOR ACCOUNT					189.90
TOTAL for DEPARTMENT 420					189.90
DEPARTMENT 430					
01-203-31-430-619	29963	JCP&L	RESCUE SQUAD - FLASHING LIGHT	4.65	67.95
	29963	JCP&L	RESCUE SQUAD	63.30	
	(2024) Rescue Squad		TOTAL FOR ACCOUNT		
01-203-31-430-661	29963	JCP&L	ROSEVILLE ROAD	577.26	651.14
	29988	JCP&L	NEIL GYLING - ACCT #100030508426	73.88	
	(2024) P & R Utilities		TOTAL FOR ACCOUNT		

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

Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 430					
TOTAL for DEPARTMENT 430					=====
					719.09
DEPARTMENT 435					
	29963	JCP&L	STREET LIGHTING - ASCOT MANOR	32.16	
	29963	JCP&L	STREET LIGHTING - FOREST LAKES	20.37	
01-203-31-435-020	(2024)	STREET LIGHTING	TOTAL FOR ACCOUNT		52.53
TOTAL for DEPARTMENT 435					=====
					52.53
DEPARTMENT 440					
	29958	PLANET NETWORKS, INC.	JANUARY 2025 STATIC IP ADDRESS	40.00	
	30049	PENTELDATA	JANUARY 2025 COMMERCIAL CABLE MODEM	126.99	
	29958	PLANET NETWORKS, INC.	JANUARY 2025 BUSINESS FIBER INTERNET 250	99.95	
	29958	PLANET NETWORKS, INC.	FEBRUARY 2025 STATIC IP ADDRESS	40.00	
	29958	PLANET NETWORKS, INC.	FEBRUARY 2025 BUSINESS FIBER INTERNET 25	99.95	
	29995	XTEL COMMUNICATIONS	JANUARY 2025 LONG DISTANCE CHARGES	400.85	
01-201-31-440-601		A&E Utilities	TOTAL FOR ACCOUNT		807.74
	29957	VERIZON	DPW - Account #251-256-346-0001-55	177.03	
01-201-31-440-670		DPW Utilities	TOTAL FOR ACCOUNT		177.03
	29957	VERIZON	Police - Account #751-663-306-0001-55	162.60	
01-201-31-440-680		Public Safety	TOTAL FOR ACCOUNT		162.60
TOTAL for DEPARTMENT 440					=====
					1,147.37
DEPARTMENT 446					
	29959	ELIZABETHTOWN GAS	34 LEE HILL RD - ACCT #5628595432	362.98	
01-203-31-446-675	(2024)	Fire Dept Utilities	TOTAL FOR ACCOUNT		362.98
TOTAL for DEPARTMENT 446					=====
					362.98
DEPARTMENT 455					
	29999	BYRAM TWP SEWER OPERATING UTIL	1st Qtr 2025 Sewer Charges for Municipal	1,460.42	
01-201-31-455-020		MUNICIPAL SEWER CHARGES	TOTAL FOR ACCOUNT		1,460.42
TOTAL for DEPARTMENT 455					=====
					1,460.42

Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

DEPARTMENT 776		
28130	SCMUA	12/23/24 - BRUSH DISPOSAL
28130	SCMUA	12/26/24 - BRUSH DISPOSAL
28130	SCMUA	12/31/24 - LEAF DISPOSAL
28130	SCMUA	12/26/24 - LEAF DISPOSAL
01-214-24-776-004	2024 - Clean Communities	TOTAL FOR ACCOUNT
		=====
		TOTAL for DEPARTMENT 776

DEPARTMENT 042

DEPARTMENT 048			
28824 DENVILLE LINE PAINTING, INC.	CHANGE ORDER #1 - APPROVED 01/21/2025 R	-650.02	
28824 DENVILLE LINE PAINTING, INC.	LINE STRIPING OF STONEHEDGE LANE - APPRO	1,911.28	
04-215-55-048-000	VARIOUS STREET IMPROVEMENTS (006-2023)	TOTAL FOR ACCOUNT	1,261.26

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

Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 048					
TOTAL for DEPARTMENT 048					=====1,261.26
DEPARTMENT 052					
04-215-55-052-000	29001	PERFORMANCE TRAILERS, INC.	ZIMMERMAN TRUCK BED - ALUMINUM TRUCK BED	4,800.00	6,400.00
	29001	PERFORMANCE TRAILERS, INC.	INSTALLATION W/BRACKETS, WIRING, FUEL FI	1,600.00	
	ACQUISITION OF DPW EQUIPMENT (003-2024)		TOTAL FOR ACCOUNT		
TOTAL for DEPARTMENT 052					=====6,400.00
DEPARTMENT 056					
04-215-55-056-000	29896	COMPUTER DESIGN & INTEGRATION, LLC	OPTIPLEX ALL-IN-ONE (PLUS 7420) - 3 YEAR	13,959.36	13,959.36
	TECHNOLOGY UPGRADES (019-2024)		TOTAL FOR ACCOUNT		
TOTAL for DEPARTMENT 056					=====13,959.36
Sewer					
DEPARTMENT 502					
05-201-55-502-216	30020	EDMUNDS GOVTECH, INC.	MCSJ UTILITY BILLING & COLLECTIONS MAINT	2,100.00	3,753.75
	30020	EDMUNDS GOVTECH, INC.	MSI TO MCSJ HOSTING FEES	918.75	
	30020	EDMUNDS GOVTECH, INC.	WIPP - UTILITY MAINTENANCE	735.00	
Computer Services		TOTAL FOR ACCOUNT			
05-203-55-502-220	28233	LOWE'S BUSINESS ACCOUNT	2-CT LYSOL TOILET BOWL CLEANER (TABLETS)	4.35	4,253.99
	28233	LOWE'S BUSINESS ACCOUNT	150Z GREEN MARKING PAINT	9.48	
	28233	LOWE'S BUSINESS ACCOUNT	4-CT LITTLETREES VENTWRAP AIR FRESHNER	3.31	
	28233	LOWE'S BUSINESS ACCOUNT	2-CT 240Z CLOROX TOILET BOWL CLEANER	22.72	
	28233	LOWE'S BUSINESS ACCOUNT	DURACELL LITHIUM CR2032 COIN BATTERIES (	11.38	
	29885	ASAP CONTAINER SERVICES, LLC	PROJECT C DISPOSAL	825.00	
	29885	ASAP CONTAINER SERVICES, LLC	SUPPORT TRUCK	650.00	
	29885	ASAP CONTAINER SERVICES, LLC	FUEL/ENERGY RECOVERY	427.75	
	29885	ASAP CONTAINER SERVICES, LLC	VACTOR/HI-VAC TRUCK	2,300.00	
	(2024) Maintenance		TOTAL FOR ACCOUNT		
	29990	JCP&L	SEWER STATION - ACCT #100000100212	320.59	
	29992	JCP&L	SEWER STATION - ACCT #100000072254	151.94	
	29991	JCP&L	SEWER STATION - ACCT #100000072452	53.05	
	29989	JCP&L	SEWER STATION - ACCT #100000101160	380.08	
(2024) Electricity		TOTAL FOR ACCOUNT			
TOTAL for DEPARTMENT 502					=====8,913.40

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

Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

Account	P0 #	Vendor	Description	Payment	Account Total
Animal Trust					
DEPARTMENT 000					
12-205-55-000-000	Due to State	29994 NJ STATE DEPT OF HEALTH	1 Year - Licenses	4.20	56.40
		29994 NJ STATE DEPT OF HEALTH	3 Year - Licenses	52.20	
		TOTAL FOR ACCOUNT			
12-286-56-000-001	Reserve - Dog Trust	29811 HOPATCONG, BOROUGH OF	07/23/2024 - 4 SHADY BROOK ROAD - BOARDI	175.00	2,501.60
		29811 HOPATCONG, BOROUGH OF	08/06/2024 - 23 STONY BROOK - CAT MEDICA	226.60	
		29811 HOPATCONG, BOROUGH OF	08/06/2024 - 23 STONY BROOK - BOARDING F	175.00	
		29811 HOPATCONG, BOROUGH OF	08/02/2024 - 19 BROOKWOOD - BOARDING FEE	175.00	
		29811 HOPATCONG, BOROUGH OF	08/03/2024 - 23 STONY BROOK - BOARDING F	350.00	
		29811 HOPATCONG, BOROUGH OF	08/13/2024 - ROUTE 206 - BOARDING FEES	175.00	
		29811 HOPATCONG, BOROUGH OF	08/21/2024 - 19 BROOKWOOD - BOARDING FEE	175.00	
		29811 HOPATCONG, BOROUGH OF	08/04/2024 - 23 STONY BROOK - BOARDING F	525.00	
		29811 HOPATCONG, BOROUGH OF	08/01/2024 - 23 STONY BROOK - BOARDING F	350.00	
		29811 HOPATCONG, BOROUGH OF	08/02/2024 - 23 STONY BROOK - BOARDING F	175.00	
TOTAL FOR ACCOUNT		2,501.60			
TOTAL for DEPARTMENT 000				2,558.00	
Open Space Trust					
DEPARTMENT 000					
17-286-56-000-001	Reserve - Open Space	29981 AG CHOICE, LLC	11/27/2024 - DISPOSAL OF PLAYGROUND MULC	220.00	880.00
		29981 AG CHOICE, LLC	11/26/2024 - DISPOSAL OF PLAYGROUND MULC	660.00	
		TOTAL FOR ACCOUNT			
TOTAL for DEPARTMENT 000				880.00	
Developers Escrow Fund Fulton Bank					
DEPARTMENT 069					
18-280-56-069	Tomahawk Lake, Inc. - #1101206130	29874 CWL PLANNING, LLC	07/18/2024 - SITE PLAN COMMITTEE MEETING	75.00	300.00
		29874 CWL PLANNING, LLC	REVIEW SITE PLAN SUBMISSION	150.00	
		29874 CWL PLANNING, LLC	05/02/2024 - SITE PLAN COMMITTEE MEETING	75.00	
		TOTAL FOR ACCOUNT			
TOTAL for DEPARTMENT 069				300.00	
Other Trust					
DEPARTMENT 000					
19-260-05-000-025	Due to State - DCA Fees	29955 TREASURER, STATE OF NJ	4th Qtr 2024 DCA Fees Due to State	4,891.00	4,891.00
		TOTAL FOR ACCOUNT			
19-260-05-000-026	Due to State - DCA Fees - Netcong	29955 TREASURER, STATE OF NJ	4th Qtr 2024 DCA Fees Due to State	615.00	615.00
		TOTAL FOR ACCOUNT			

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

Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

Account	P0 #	Vendor	Description	Payment	Account Total
Other Trust					
DEPARTMENT 000					
19-286-56-000-015	29971 ATCF II NEW JERSEY, LLC	Lien Redemption - TSC #2023-004 - 216 Rt	17,500.00		
	Reserve - Tax Sale Premiums	TOTAL FOR ACCOUNT			17,500.00
19-286-56-000-421	28113 KONICA MINOLTA PREMIER FINANCE	NOVEMBER 2024 - UCC COPY MACHINE - CLICK	53.36		
	29972 KONICA MINOLTA PREMIER FINANCE	JANUARY 2025 LEASE PAYMENT	46.61		
	Uniform Construction Code - Other Expenses	TOTAL FOR ACCOUNT			99.97
19-286-56-000-422	30012 NOR. JERSEY MUN EMP BENFT FUND	JANUARY 2025 DENTAL INSURANCE PREMIUMS -	110.00		
	Uniform Construction Code - Fringe Benefits	TOTAL FOR ACCOUNT			110.00
TOTAL for DEPARTMENT 000					23,215.97
Recreation Trust					
DEPARTMENT 009					
20-286-56-009-000	29314 4IMPRINT, INC.	CREDIT NOTE FOR OVERCHARGE	-495.00		
	29314 4IMPRINT, INC.	ITEM #112531-1020 - PREMIUM 10' X 20' EV	1,035.00		
	29314 4IMPRINT, INC.	LOCATION RUN CHARGE	499.50		
	29314 4IMPRINT, INC.	FREIGHT	68.56		
	Recreation Programs OLD	TOTAL FOR ACCOUNT			1,108.06
TOTAL for DEPARTMENT 009					1,108.06
DEPARTMENT 011					
20-286-56-011-001	30032 NEW YORK YANKEES PARTNERSHIP	YANKEES GAME TICKETS 06/22/2025	4,400.00		
	30027 LAKELAND BUS LINES, INC.	DEPOSIT	300.00		
	30031 QUEENS BALLPARK COMPANY, LLC	PROCESSING ORDER CHARGE	25.00		
	30033 GROUP SALES BOX OFFICE, LLC	QTY: 55 TICKETS ALADDIN TICKETS - 04/13/	5,913.00		
	30033 GROUP SALES BOX OFFICE, LLC	HANDLING CHARGE	14.50		
	30031 QUEENS BALLPARK COMPANY, LLC	METS GAME TICKETS 05/11/2025	4,345.00		
	CONSIGNMENT TICKETS	TOTAL FOR ACCOUNT			14,997.50
TOTAL for DEPARTMENT 011					14,997.50
DEPARTMENT 300					
20-286-56-300-005	29980 GIUMMARRA, JESSICA	REFUND - SEWING CLASS: LEARN TO SEW - LO	150.00		
	CRAFT CLASSES	TOTAL FOR ACCOUNT			150.00
TOTAL for DEPARTMENT 300					150.00

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Meeting Date: 01/21/2025 For bills from 01/03/2025 to 01/17/2025

Account	P0 #	Vendor	Description	Payment	Account Total
Developers Escrow - VNB					
DEPARTMENT 132					
		29873 CWL PLANNING, LLC	PREPARE FOR & ATTEND PLANNING BOARD MEET	337.50	
		29873 CWL PLANNING, LLC	REVIEW SITE PLAN SUBMISSION	150.00	
24-280-56-132		Highland Ave Properties - #9707750013	TOTAL FOR ACCOUNT		487.50
TOTAL for DEPARTMENT 132				=====	487.50

**TOWNSHIP OF BYRAM
ORDINANCE NO. 001 - 2025**

CALENDAR YEAR 2025

**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

Purpose Statement: The purpose of this ordinance is to exceed the State mandated COLA percentage of 2.5% and increase to 3.5% and to bank the difference between the Township's final appropriation subject to the cap and 3.5%.

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Mayor and Council of the Township of Byram in the County of Sussex finds it advisable and necessary to increase its CY 2025 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Mayor and Council hereby determines that a 1.0% increase in the budget for said year, amounting to \$102,861.54 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Mayor and Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Mayor and Council of Township of Byram, in the County of Sussex a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2025 budget year, the final appropriations of the Township of Byram shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$360,015.39 and that the CY 2025 municipal budget for the Township of Byram be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that this ordinance takes effect immediately upon adoption; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Introduced: January 21, 2025 Adopted:

BYRAM TOWNSHIP COUNCIL

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

NOTICE OF INTRODUCTION

Notice is hereby given that the foregoing Ordinance was submitted in writing at a meeting of the Mayor and Council of the Township of Byram, in the County of Sussex, New Jersey, held on the 21st of January 2025. Introduced and read by title and passed on the first reading and that said Township Mayor and Council will further consider the Ordinance for second reading and final passage thereof at a meeting to be held on the 4th day of February, 2025 at 7:30 p.m., at the Township of Byram Municipal Building, 10 Mansfield Drive, Stanhope, New Jersey, at which time and place a public hearing will be held thereon by the Township Council and all persons and citizens in interest shall have an opportunity to be heard concerning same. Copies of this ordinance are available at the Clerk's office Monday through Friday from 8:30 a.m. to 4:30 p.m.

Cynthia Church, RMC
Township Clerk

From: [Joseph Sabatini](#)
To: [Cindy Church](#)
Cc: [Michael Orgera](#); [Phil Crosson](#)
Subject: FW: Eagle Scout Project Municipal Sign
Date: Tuesday, January 14, 2025 1:42:52 PM
Attachments: [Cornerstone Sign Proposal-1 \(stewart\).pdf](#)
[Quote #4621-Byram Monument sign Sign Art.pdf](#)
[image001.png](#)

Please add as a discussion item for Tuesday night. Also, can you provide the minutes from when this was discussed with the Council in the fall.

Thanks - Joe



Joseph W. Sabatini
Byram Township Manager

Phone: [973.347.2500](tel:973.347.2500) x129

10 Mansfield Drive, Stanhope, NJ 07874

From: Michael Orgera <morgera@byramtwp.org>
Sent: Tuesday, January 14, 2025 6:05 AM
To: Joseph Sabatini <jsabatini@byramtwp.org>
Subject: Eagle Scout Project Municipal Sign

Joe,

As you are aware I have met with a perspective eagle scout Trey Hydock. As discussed, he is looking to replace the sign at the municipal complex as his project.

The plan is for township purchase the sign and he will handle the footing, installation, flower bed around sign and solar lights to light it. He is at the point that he needs commitment from the township on purchasing the sign, design of sign before he can submit his paperwork to the boy scout council for the project. I have attached the quotes he has gotten and basic design. The pricing ranges from \$9,000 to \$12,000. He is also reaching back out to the vendors to make sure they are quoting the same sign.

Let me know the thoughts on it and if any changes to the layout/design are needed.

Thanks

Mike

- 1st Paint Color: Almost White
- 2nd Paint Color: Taupe
- Text Paint Color: Bark



ONE SIGN, ONE COMPANY

1-800-237-3928 stewartsigns.com

Cornerstone Model 22
Double sided

Sk: 1049052-1 Cust: 3031590
10/23/2024 F/cLane PROPOSAL
Scale: 5/8"=1'

Signature _____

Date _____

Please confirm that all lettering, colors and graphics are correct before signing. Changes to artwork after signature is received will incur a \$500 art change fee.

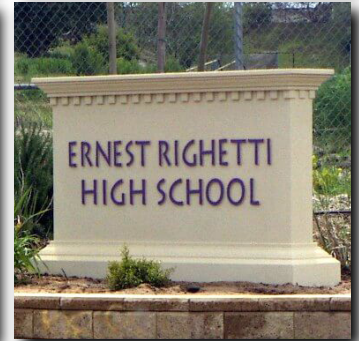


This custom artwork is not intended to provide an exact match for ink, vinyl, paint, or LED color. Signs are designed for an illuminated graphic and art is based off of this premise. Non-illumination during daylight hours may result in graphics of varying appearance. Brickwork and masonry are not included in the proposal with the exception of Cornerstone products. Measurements shown are approximations; final product dimensions may vary. LED images shown are simulated to replicate optimum viewing distance. **Original design, do not duplicate.**

INTRODUCING THE *Cornerstone Collection*

These signs offer a classic masonry-inspired look that complements more traditional architecture. With optional changeable letter tracking or LED display, you can also use these signs as a communication tool!

- ✓ **AESTHETICS** - These attractive signs have no exposed seams or fasteners, and look just like real masonry structures that would cost thousands more.
- ✓ **SUPERIOR CONSTRUCTION** - Signs consist of a solid, shaped, polystyrene core, sealed for durability and strength with a thick polyurethane hardcoat.
- ✓ **DURABILITY** - Sealed with a fade-resistant 100% acrylic textured finish, this tough outer shell is impact, insect, and weather-resistant.
- ✓ **EASY INSTALLATION** - Signs are prefabricated and light weight, with just two simple ground mount systems and no site mess or weather delays.
- ✓ **LIFETIME WARRANTY** - Your sign is covered against all defects in quality and materials. It is also easily repaired in the unlikely event of damage.



LEARN MORE AT

stewartsigns.com/cornerstone

INSTALLATION OVERVIEW FOR THE *Cornerstone Collection*

1.



Determine the exact sign location and make sure the surface is level.

Place the sign down on a soft surface to protect face.

2.



Align the galvanized steel pipes with the sign. Slowly twist the pipe into the sign, while spraying expandable foam around the perimeter of the pipe. Repeat the process for remaining pipes.

3.



Dig post holes using a post hole digger or auger.

4.



Place the sign into the holes in the ground. Make sure the surface is level.

Use wood or Styrofoam to slightly raise the sign off the ground.



Pour cement into holes for permanent installation.

5.



Be sure the sign is on a solid surface (our monuments are not designed to be post supported structures).

Fill the area with excess dirt.

Enjoy your new sign!

Prepared for

Byram Township
10 Mansfield Driver
Stanhope, NJ 07874

Prepared by

Colin Lane
clane@stewartsigns.com
1.888.237.3928

DESCRIPTION	PRICE
Custom Cornerstone Double Sided 5'0" x 10'0" (H x W) Polystyrene Core Polyurethane hardcoat finish Sealed acrylic finish	
Freight Included	Total: \$11,945.00 + any applicable sales tax and freight
Sealed Engineering Included	Payment terms: 50% Down, Balance due 10 days after shipment

INITIALS 

Internal note: if a freestanding sign, footer detail and template to be requested when ordered.

Prepared for: Byram Township • Stanhope, NJ

Prepared by: Colin Lane • clane@stewartsigns.com • 1.888.237.3928

SHIPPING INFORMATION

All items not specified here will be shipped to:

Byram Township
10 Mansfield Driver
Stanhope, NJ 07874

Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.

TERMS & CONDITIONS (*unless noted elsewhere in this quote)

TAX: Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.

PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost.

CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

SUPPORT: US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

I have read and understand the Terms & Conditions above.

INITIALS

ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Initial each page of the quote. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.
4. If your organization is sales tax exempt, provide your sales tax exemption certificate with order.

Customer's authorized signature for quote #1049052-1

SIGNATURE

PRINT NAME

DATE

Colin Lane

Colin Lane, Sign Consultant

10/29/2024

Prepared for: Byram Township • Stanhope, NJ

Prepared by: Colin Lane • clane@stewartsigns.com • 1.888.237.3928

Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed. LED panels are also covered from vandalism for the duration of the electronics portion of the Limited Warranty (5 years). Excludes Cornerstone monument signs and other Cornerstone components.
- 6) Failed electronic parts or assemblies will be repaired or replaced, at the sole discretion of the Company. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one quarter of one percent (0.25%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LEDs in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:
Failure by the Customer to properly maintain the Product will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty. This includes the Ubiquiti wireless radios provided by Stewart Signs, which carry a one (1) year warranty from ship date when purchased with a new sign.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.

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Prepared for: Byram Township • Stanhope, NJ

Prepared by: Colin Lane • clane@stewartsigns.com • 1.888.237.3928

- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
- a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring salt air/fog, electrochemical oxidation or corrosion and/or metallic pollutants. Also not covered is normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense.
- 13) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 14) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 15) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

10-Year Parts Guarantee - Stewart Signs provides a 10-year parts guarantee for our LED signage. While hardware can change year over year, we will have available suitable hardware to allow the continued use of your signage for 10-years from the ship date of the sign. Changes in hardware include but are not limited to: visual hardware changes, software changes, or control system upgrades.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/

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INITIALS

SignArt Graphix LLC
838 Broad St. Emmaus, Pennsylvania 18049
accounting@signartnj.com
(973) 770-4500

Tax ID: 90-0714726
<http://www.signartnj.com>



Quote 4621

Byram Monument sign

SALES REP INFO
John Mahoney
johnm@signartnj.com
(207) 299-8908

QUOTE DATE
12/04/2024
QUOTE EXPIRY DATE
02/02/2025
TERMS
Due on receipt

REQUESTED BY
Township of Byram
Township of Byram
10 Mansfield Drive
Byram Township, Stanhope, NJ 07874

INSTALL ADDRESS
Township of Byram
10 Mansfield Drive
Byram Township, Stanhope, NJ 07874

CONTACT INFO
Trey Hydock
rhydock@gmail.com

About this Quote: Monument sign (5' x 10' x 16")

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Monument sign Synthetic EPS Monument Sign (5' x 10' x 16") Double-sided Sleeves to accept steel post Raised painted stucco letters (2) Steel post w/ welded mounting plates	1	Unit	\$7,650.00	\$7,650.00	Y
2	Install Add two steel mounting post to existing footing Install sign	1	Unit	\$1,850.00	\$1,850.00	Y

This handcrafted quote is based on the specific information you've given us and is valid for 30 days.

When you approve this quote, you are agreeing to pay 100% of the quoted price. We require a 50% deposit to begin work on your project. Once we receive your deposit, we'll schedule your project and email you an estimated completion date. The remaining balance is due upon completion of your order.

Need to make that changes?

No problem - but please realize, changes to quantity or specifications will affect your price. We will provide you with an updated quote based on the changes.

Subtotal:	\$9,500.00
Sales Tax (0%):	\$0.00
Total:	\$9,500.00

SIGNATURE:

DATE:

**TOWNSHIP OF BYRAM
TOWNSHIP COUNCIL MEETING
SEPTEMBER 17, 2024
TRAINING SESSION – 6:30 P.M.
REGULAR SESSION – 7:30 P.M.**

CALL MEETING TO ORDER –Mayor Rubenstein called the meeting to order.

OPEN PUBLIC MEETING STATEMENT

This meeting is called pursuant to the provisions of the Open Public Meetings Act. Both adequate and electronic notice of the meeting has been provided, specifying the time, place. In addition, a copy of this notice is available to the public and is on file in the office of the Municipal Clerk, posted on the main door, the bulletin board of the Municipal Building, on the Township website at: https://www.byramtwp.org/index.php/town_hall/township_council, and has been forwarded to those persons requesting notice.

ROLL CALL OF THE TOWNSHIP COUNCIL –Councilwoman Franco, here; Councilman Gallagher, here; Councilman Proctor, here; Councilman Roseff, here; Mayor Rubenstein, here. Also present was Township Manager Joseph Sabatini, Attorney Tom Collins and Township Clerk, Cynthia Church

RESOLUTION FOR EXECUTIVE SESSION – Motion by Councilwoman Franco, second by Councilman Proctor, to go into executive session and adopt the below resolution.

RESOLUTION

WHEREAS, the Open Public Meetings Act, P. L. 1975, Chapter 231 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist.

A. Attorney Client Privilege Communication

- General
- LES
- Local Leaders for Responsible Planning
- Chapter 272 – Sewage Disposal Systems – Article 1
- Prestia

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Byram, that the public shall be excluded from discussion of the following matters:

BE IT FURTHER RESOLVED that Minutes will be kept on file in the Municipal Clerk’s office, and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes shall be made public.

BYRAM TOWNSHIP COUNCIL

Certification: I certify that the Byram Township Council adopted the above resolution on September 17, 2024.

Cynthia Church, Municipal Clerk

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

RETURN TO OPEN SESSION - Motion by Councilwoman Franco, second by Councilman Proctor to return to open session at 7:30 p.m. All members were in favor. Motion Carried.

FLAG SALUTE

APPROVAL OF AGENDA – Motion by Councilwoman Franco, second by Councilman Proctor to approve the agenda.

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

TOWNSHIP MANAGER, MAYOR, AND COUNCIL REPORTS

Township Manager – There will be a bid opening for CO Field 8 reconstruction September 26th. He is working with the department heads on the 2025 budget. Budget requests are due by the end of September.

Councilwoman Franco – Recreation meeting September 10th. They need new members. The Environmental Commission teamed up with recreation on a scavenger hunt.

Councilman Gallagher –The next Board of Education meeting is next Wednesday.

Councilman Proctor – Planning Board meeting had one application and two discussion items.

Councilman Roseff – Byram Township Historical Society upcoming events – Saturday is Sussex Count History Day in Newton. Will have Sprit of Byram Event on November 22nd.

Mayor Rubenstein – Nothing to report

PUBLIC PARTICIPATION I

Motion by Councilwoman Franco second by Councilman Proctor to open to the public. All members were in favor.

Peter Smith – Weasaug Trail. Is having a problem with water mitigation. Everything is graded down towards him at the end of the road on a cold-a-sac. Mayor Rubenstein suggested that he contact the DPW Superintendent.

Sergio – Owner of the General Store- Stanhope Road - Went to the Planning Board for an addition. He is having a problem with zoning. Mayor Rubenstein suggests seeing the Planning Board Secretary for direction. Mr. Sabatini said that the Township Engineer needs to be involved and needs County Board of Health approval for the septic. Also, needs Sussex County Planning Board approval as well. Cory needs to do a compliance letter. Mr. Sabatini will have a conversation with Caitlin and Cory.

John Garrity – Asked for an update on the gas line on the website. Mr. Sabatini said that there is no commitment yet for that section of town and anticipate updates in 2025.

Motion by Councilwoman Franco, second by Councilman Proctor to close to the public. All members were in favor.

APPROVAL OF MINUTES

September 3, 2024, Regular & Closed Session Meeting Minutes - Motion by Councilwoman Franco, seconded by Councilman Proctor to approve the minutes. Mr. Roseff suggested an update and more in-depth detail to what the Federal Grant was based on. Minutes will be tabled until the following meeting.

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

LAKES AND WATERSHED MANAGEMENT PLAN – Chris Mikolajczyk presented the Township Lake and Water Shed Plan to the Byram Township Council for discussion and acceptance. The full plan is available for all to view on the Byram Township website at [Byram Township | DRAFT - Township of Byram Lakes and Watersheds Management Plan \(byramtwp.org\)](https://byramtownship.org/DRAFT-Township-of-Byram-Lakes-and-Watersheds-Management-Plan)

Mr. Mikolajczyk and Mr. Sabatini said that Section 8 reorganization / modification is needed.

Councilman Roseff had follow-up from the last Council meeting discussion of the Lake Study. – He asked about waterfowl values used for the Forest Lakes modeling.. Forest Lakes waterfowl phosphorous values were very low at 0.08, or one goose for 4 months, when using Princeton Hydro’s value of 0.5lbs phosphorous/goose/yr. He asked how Princeton Hydro obtained the numbers. Mr. Mikolajczyk responded it was based on observations at the time by the field crew and the model. Roseff asked if water treatments applied to a lake by the Lake Community affects the modeling. Mr. Mikolajczyk said it does not. Roseff asked if Princeton Hydro had a good survey of waterfowl. Mr. Mikolajczyk was confident on the survey provided and that the recommendation for goose management does not change regardless. Roseff asked if the State-mandated improvement to new septic systems are showing improvement in human contribution for the modeling.. Mr. Mikolajczyk said they will see it improving soon. Roseff had concern that the road salt impact portion of the study unfortunately did not have a good salt loading/forcing function because of the mild winter and this should be explained better. Mr. Mikolajczyk said they will further clarify this. Roseff said that the Study should present that the NJDEP mandated improved new standards for septic system installation and that this does not seem to be included in the study to show improvements to community septic system infrastructure. Roseff suggested that the treatment of lakes should also be included in the document. Councilman Roseff said that he will help with getting information from the lake communities regarding treatment. Roseff referred to the Highlands Council Lake Study Guide, Section 7 regarding including a QA/QC log. Mr. Mikolajczyk said he helped write it.

Mr. Peter Smith from Cranberry Lake, is in charge of lake management at Cranberry and stated the Cranberry Lake community treats the lake and their lake management plan is on the website. He volunteered to help Princeton Hydro document the Cranberry Lake treatments. He stated the report presents that 4 residential geese are present, but his knowledge is that Cranberry Lake has at least 20 pairs of residential geese that stay and have 4 babies/yr, 2 swans and 20-40 geese that fly in and hibernate. He provided his number for contact to get more information regarding treatment.

Kevin Prokup asked what the common denominator for lakes in Byram Township is and what is the recommended remediation. Mr. Mikolajczyk said that Phosphorus, nitrogen and sediment are the common denominators. The remediation plan is specific to the lake.

Peter Dlugos – Resident of Forest Lakes – Lake management is dealing with the end of the process and what to do now. **FOX ARCHITECTURAL DESIGN P.C. PROPOSAL** – A proposal and scope of work was received from Fox Architectural Design dated September 12, 2024 for the council’s approval for a concept presentation using the existing older section of the Byram Municipal Building for a Police Department. Mr. Fox was present to discuss his experience, and the proposal presented.

Mayor Rubenstein asked for an update on qualifications of staff for the project. Mr. Fox spoke of Fred, who has worked for him for 36 years. He is the key and lead employee and runs all the municipal jobs and is licensed in NJ.

Councilman Roseff – Asked if the rehab will need electrical work. Mr. Fox said they go out to bid for that. Asked how he handles fire suppression systems. They use a “Design Build” scenario, where the bidder is responsible for designs for the sprinklers and alarms.

Mayor Rubenstein - reiterated that Mr. Fox had just finished Jefferson Police Department last year. Mr. Fox explained what was included in the Jeffer Police Department project. They are working on a project for Wharton.

Councilman Roseff – asked about requirements to “ruggedize” the building. Mr. Fox said that in the UCC code they use risk category that they use to determine. Asked about the roof, risks and unknowns. Mr. Fox said they would pitch the roof. They are looking to do a preliminary design. The only risk would be to the size. They will assess that. They use an estimator.

Mayor Rubenstein – Suggested using his services and having a Professional Services Agreement for the services that could also cover other projects such as the DPW breakroom renovations.

Councilman Proctor – Questioned items listed under Fees for Services. “Services After completion of Construction Documents” – Mr. Fox said that this does not apply to this proposal. Mr. Fox spoke of a Facilities Survey done for stanhope, Mr. Proctor asked if he seen any in progress for towns in Sussex County. Mr. Fox did a project several years ago in Newton. Asked if he has any experience in finding funding sources for Sussex County towns. Mr. Fox does not look for funding sources but provides documentation and information to the towns to help facilitate the process.

Mayor Rubenstein asked about the quality of construction cost estimate would be. How accurate would it be. Mr. Fox could not answer at the time but could have a better answer tomorrow.

Councilwoman Frano asked Mr. Fox his thoughts of the tour he had of the existing police department.

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 requests in which event the item may be removed from the general order of business and considered in its normal sequence on the agenda. Motion by Councilwoman Franco, second by Councilman Proctor to approve the consent agenda as presented.

- A. Approval of 50/50 Raffle License to the Byram Township Historical Society – November 22, 2024
- B. Resolution No. 149-2024 – Resolution of Acceptance of a Donation from Anneliese DeMagistris, Owner of Creative Kid Kare to the Township of Byram to Provide Gift Card Prizes for the Family Nature Scavenger Hunt
- C. Resolution No. 150-2024 – Chapter 159 – American Rescue Plan \$517,817.22
- D. Resolution No. 151-2024 – Resolution Authorizing the Refund of Redemption Monies to Outside Lien Holder – Block 288 Lot 80, 3 Winding Way
- E. Resolution No. 152-2024 - Authorization to Execute Change Order No. 1 For Proposed ADA Ramps for Various Streets (Bridget Way, Catalina Drive, Camelot Drive, Mayfair Lane & Sandra Lane) – Net Increase of \$1,432.65
- F. Resolution No. 153-2024 – Authorize the Purchase of One (1) 2024 Chevrolet Tahoe 4WD with Optional Equipment for the Township of Byram Police Department – Not to Exceed \$49,725.92

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

BILL LIST – September 17, 2024 – Motion by Councilwoman Franco, second by Councilman Proctor to approve the bill list.

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

ORDINANCE – 2nd Reading / Public Hearing

- ORDINANCE NO. 014-2024 - AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF BYRAM AMENDING SECTION 22-3 ENTITLED “QUALIFICATIONS FOR MEMBERSHIP” OF CHAPTER 22 ENTITLED “FIRE DEPARTMENT TO ALLOW MEMBERSHIP BY OUT OF TOWNSHIP FIREFIGHTER IN GOOD STANDING”**
Purpose Statement: The purpose of this Ordinance is to allow nonresident firefighters in good standing to become members of the Byram Township Fire Department

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

BE IT RESOLVED that Ordinance No. 014-2024 is passed on final reading and that a notice of final passage be published in the official designated newspaper according to the law.

- ORDINANCE NO. 015-2024 - AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 211 ENTITLED “STORMWATER CONTROL” OF THE CODE OF THE TOWNSHIP OF BYRAM**
Purpose Statement: The purpose of this Ordinance is to amend Chapter 211, the existing Stormwater Control chapter of the Code to comply with the requirements of the New Jersey Department of Environmental Protection (“NJDEP”).

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

BE IT RESOLVED that Ordinance No. 015-2024 is passed on final reading and that a notice of final passage be published in the official designated newspaper according to the law.

ORDINANCE – 1st Reading / Introduction

AN ORDINANCE TO AUTHORIZE A CAPITAL EXPENDITURE FOR THE ACQUISITION OF SELF-CONTAINED BREATHING APPARATUS (SCBA) FOR USE BY THE BYRAM TOWNSHIP FIRE DEPARTMENT TO PROVIDE FUNDING IN THE AMOUNT NOT TO EXCEED \$25,000.00
Purpose Statement: Acquisition of Self-Contained Breathing Apparatus (SCBA) for use by the Byram Township Fire Department.

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

BE IT RESOLVED, that said Ordinance shall be further considered for final passage at the meeting of the Township Council of the Township of Byram on October 1, 2024, at 7:30 p.m. at the Municipal Building, 10 Mansfield Drive, Byram Township, at which time and place all persons interested shall be given an opportunity to be heard.

- AN ORDINANCE BY THE MAYOR AND COUNCIL AMENDING THE TOWNSHIP OF BYRAM CODE OF ORDINANCES TO REPEAL CHAPTER 136 – FLOOD DAMAGE PREVENTION; TO ADOPT A NEW CHAPTER 136 – FLOOD DAMAGE PREVENTION; TO ADOPT FLOOD**

HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMNISTRATOR; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

BE IT RESOLVED, that said Ordinance shall be further considered for final passage at the meeting of the Township Council of the Township of Byram on October 1, 2024, at 7:30 p.m. at the Municipal Building, 10 Mansfield Drive, Byram Township, at which time and place all persons interested shall be given an opportunity to be heard.

ITEMS FOR DISCUSSION

Eagle Scout Project – Trey Hydock would like to make a new sign at the Byram Township Municipal Building for his Eagle Scout project. The plan has not been completely designed. It may need financial backing from the township to acquire the sign. Mayor Rubenstein asked if they would like to consider an electronic messaging sign. The council wanted to stay with a regular sign. The Byram Township Council were in support of the project. He will need to work with DPW superintendent to get quotes.

FUTURE AGENDA ITEMS

School House vegetation maintenance

PUBLIC PARTICIPATION II

Motion by Councilwoman Franco, Second by Councilman Proctor to open to the public.

No Comments.

Motion by Councilwoman Franco, Second by Councilman Proctor to close to the public.

RESOLUTION FOR EXECUTIVE SESSION – Motion by Councilwoman Franco, second by Councilman Proctor, to go into executive session and adopt the below resolution.

RESOLUTION

WHEREAS, the Open Public Meetings Act, P. L. 1975, Chapter 231 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist.

- A. Attorney Client Privilege Communication
 - General
 - LES
 - Local Leaders for Responsible Planning
 - Chapter 272 – Sewage Disposal Systems – Article 1
 - Prestia

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Byram, that the public shall be excluded from discussion of the following matters:

BE IT FURTHER RESOLVED that Minutes will be kept on file in the Municipal Clerk’s office, and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes shall be made public.

BYRAM TOWNSHIP COUNCIL

Certification: I certify that the Byram Township Council adopted the above resolution on September 17, 2024.

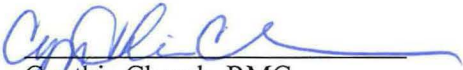
Cynthia Church, Municipal Clerk

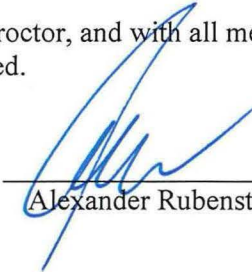
	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Councilman Roseff	Mayor Rubenstein
Motion	x				
2nd			x		
Yes	x	x	x	x	x
No					
Abstain					
Absent					

RETURN TO OPEN SESSION - Motion by Councilwoman Franco, second by Councilman Proctor to return to open session at 10:45 p.m. All members were in favor. Motion Carried.

ADJOURNMENT

On the motion of Councilwoman Franco, second by Councilman Proctor, and with all members in favor, the meeting was adjourned at 10:45 p.m. All members were in favor. Motion carried.


Cynthia Church, RMC
Township Clerk


Alexander Rubenstein, Mayor

From: [Alex Rubenstein](#)
To: [Town Council](#)
Subject: FW: Cranberry Lake Pedestrian Bridge
Date: Friday, January 17, 2025 5:59:12 AM
Attachments: [State Aid Terms and Conditions.pdf](#)

Council,

Yesterday I received an update from the NJDEP regarding the status of the Cranberry Lake Footbridge. As you might remember, a few months ago the council agreed to act as an intermediary (subject to our approval and acceptance of terms) for the grant between DOT and DEP.

As of yesterday, the DEP has worked with DOT to finally begin an engineering review of the bridge, which will result in an updated analysis and projected cost estimate. It was said this could take up to 6 months to complete. This review is being performed by an outside engineering firm, contracted by DOT.

There is a follow-up Teams call on 2/10 that will involve folks from DEP and DOT to discuss next steps in the grant process. I have continuously expressed to the DEP that the Township does not have the resources, both human and financial, to support this endeavor and that we will have to be made whole and protected by both agencies in the project, and they have continuously agreed to that sentiment.

I can provide a more detailed update on Tuesday. Cindy, if you could add this as an "item for discussion" so I don't forget. You don't need to attach the attachment to this email to the agenda packet.

From: Madden, Robin [DEP] <Robin.Madden@dep.nj.gov>
Sent: Thursday, January 16, 2025 3:46 PM
To: Mains, Wendy [DEP] <Wendy.Mains@dep.nj.gov>
Cc: Rankin, Laine [DOT] <Laine.Rankin@dot.nj.gov>; Alex Rubenstein <arubenstein@byramtwp.org>; Cecil, John [DEP] <John.Cecil@dep.nj.gov>
Subject: Cranberry Lake Pedestrian Bridge

Hi Wendy, please schedule a virtual meeting in early February with all of us on this email to discuss the local aid grant agreement process for the referenced bridge. Please attach this email and the attachment to the appointment. Thank you.

Robin Madden, CPM, Chief of Operations
Assistant Commissioner's Office - State Parks, Forests & Historic Sites

[REDACTED]

[REDACTED]

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GRANT AGREEMENT FOR STATE AID TO COUNTIES AND MUNICIPALITIES TERMS AND CONDITIONS

GENERAL

- I. Compliance with Existing Laws
- II. Financing and Insurance
- III. Indemnification
- IV. Assignability
- V. Availability of Funds

PRE-GRANT AWARD REQUIREMENTS

- VI. Special Grant Conditions for "High Risk" Grantees

POST-GRANT AWARD REQUIREMENTS

- VII. Financial Management System
- VIII. Method of Payment
- IX. Allowable Costs
- X. Matching and Cost Sharing
- XI. Interest
- XII. Audit Requirements
- XIII. Budget Revision and Modification
- XIV. Property Management Standards
- XV. Procurement Standards
- XVI. Monitoring of Program Performance
- XVII. Financial and Performance Reporting
- XVIII. Access to Records
- XIX. Record Retention
- XX. Enforcement
- XXI. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

- XXII. Grant Closeout Procedures

I. Compliance with Existing Laws

GRANT AGREEMENT FOR STATE AID TO COUNTIES AND MUNICIPALITIES TERMS AND CONDITIONS

- A. The Grantee, in order to permit the Department to award this grant, agrees to comply with all applicable Federal, State and municipal laws, rules, and regulations.
- B. These laws and regulations include, but are not limited to the following:
1. Federal Office of Management and Budget (OMB) documents:
<http://www.whitehouse.gov/omb/circulars/>
 2. New Jersey Department of the Treasury, Office of Management and Budget documents:
 - a) Circular Letter 04-04-OMB, Single Audit Policy for Recipients of State Grants and State Aid:
<http://www.state.nj.us/infobank/circular/cir0404b.htm>
 - b) State Grant Compliance Supplement:
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>
 - c) Circular Letter 07-05-OMB, Grant Management – Agreement Contract:
<http://www.state.nj.us/infobank/circular/cir0705b.pdf>
 3. State Affirmative Action Legal Citations:

The Grantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5, et. al., and P.L. 1975, c.127 and all implementing regulations.
 4. The Grantee will comply with N.J.A.C. 16:20A, N.J.A.C. 16:20B and any supplemental compliance statements by the Department must be complied by the grantee.
 5. The Grantee will comply with Title VI of the 1964 Civil Rights Act.
 6. The Grantee shall advertise and award the contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40 A:11-1 et. seq.
 7. The Grantee will comply with all applicable election laws and conflict of interest and ethics laws and regulations, including the NJDOT Code of Ethics for Vendors, available at:
<http://www.state.nj.us/transportation/business/procurement/ethics.shtml>

Failure to comply with the laws, rules and regulations may be grounds for termination of this grant.

II. Financing and Insurance

- A. The Grantee shall arrange for financing of the total cost of the project provided for in this Agreement.
- B. Insurance shall be provided by the Grantee and proof of bonding and insurance must be retained on file by the Grantee. In its agreements for professional and non-professional services, the Grantee shall require the provisions of public liability insurance and every such policy shall include the Grantee and State as additional insured.

III. Indemnification

GRANT AGREEMENT FOR STATE AID TO COUNTIES AND MUNICIPALITIES TERMS AND CONDITIONS

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

IV. Assignability

The Grantee shall not assign any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the Department.

V. Availability of Funds

The Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the grant award period set forth in the Grant Agreement and in no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant Agreement.

VI. Special Grant Conditions For "High Risk" Grantees

A. A Grantee award may be considered "high risk" if the Department determines that a Grantee:

1. Has a history of unsatisfactory performance.
2. Is not financially stable.
3. Has a financial management system which does not meet the standards set forth in Paragraph VIII.
4. Has not conformed to terms and conditions of previous grant awards.
5. Is otherwise not responsible.

B. If the Department determines that grant award will be made to high risk Grantee, special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the grant award. These conditions may include the following and will be guided by N.J.A.C. 16:20A, N.J.A.C. 16: 20B:

1. Payment on a reimbursement basis.

GRANT AGREEMENT FOR STATE AID TO COUNTIES AND MUNICIPALITIES TERMS AND CONDITIONS

2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 3. Requiring additional, more detailed financial reports.
 4. Additional project monitoring.
 5. Requiring the Grantee to obtain technical or management assistance.
 6. Establishing additional prior approvals.
- C. If a Department decides to impose such conditions, the Department official will notify the Grantee as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions.
 2. The reason(s) for imposing the special conditions.
 3. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

VII. Financial Management System

- A. The Grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the Department when the Grantee cannot comply with the requirements established in this Section of the grant.
- B. The Grantee's financial management system shall provide for:
1. Financial Reporting:

Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 2. Accounting Records:

Records that adequately identify the source and application of funds for Department supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.
 3. Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 4. Budget Control:

GRANT AGREEMENT FOR STATE AID TO COUNTIES AND MUNICIPALITIES TERMS AND CONDITIONS

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the Department.

5. Allowable Cost:

Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of State requirements.

6. Source Documentation:

Accounting records that are supported by source documentation.

7. Cash Management:

Procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department.

C. The Department may require the submission of a Statement of Adequacy of the Accounting System.

D. A Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-grant award review or at any time subsequent to the grant award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Department upon written notice to the Grantee, until such time as the system meets with Department approval. Failure to comply with any requirements imposed by the Department may result in termination or suspension as in paragraph XXII.

VIII. Method of Payment

A payment will be made to the Grantee in a manner determined by the Department and in accordance with N.J.A.C. 16:20A, N.J.A.C. 16: 20B, upon receipt by the Department of a properly executed copy of this grant.

IX. Allowable Costs

A. Limitation on Use of Funds

1. The Grantee hereby certifies that all allotted funds shall only be spent on eligible costs for the approved project(s) as described in N.J.A.C. 16:20A, N.J.A.C. 16: 20B. The Department participation in cost will be guided as outlined in N.J.A.C. 16:20A, N.J.A.C. 16: 20B.

X. Matching and Cost Sharing

The Grantee shall be required to account to the satisfaction of the Department for matching and cost sharing requirements of the grant in accordance with State requirements.

XI. Interest

A. Charges for Unresolved Audit Findings

An interest charge on unallowable costs that are not repaid by the Grantee shall begin to accrue 30 days from the date the Grantee is notified of the debt. The interest shall continue to accrue while any appeal of the audit findings is underway. In the event the Grantee is successful in its appeal, the accrued interest will

GRANT AGREEMENT FOR STATE AID TO COUNTIES AND MUNICIPALITIES TERMS AND CONDITIONS

be eliminated. The Department shall establish the applicable rate of interest at a time the GRANTEE is notified of the debt.

B. Interest Earned on Advanced Payments

Grantees must deposit advances of State grants and State Aid payments in interest bearing accounts.

In accordance with the Terms and Conditions of the grant award, interest earned on advanced payments shall be reported.

XII. Audit Requirements

This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 04-04-OMB, Single Audit Policy for Recipients of State Grants and State Aid - N.J.A.C. 16:20A, N.J.A.C. 16: 20B.

XIII. Budget Revision and Modification

- A. This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification. Revisions and modifications to this grant must be requested by the Grantee and approved by the Department in writing.
- B. Grantee shall request approval in writing from the district manager when there is reason to believe a revision or modification will be necessary for the following reasons: Any change in work after the award of contracts shall be documented with a Department approved change order.
 - 1. Changes in the scope, project limits timing of the project or deviations from the approved budget.
 - 2. The need for additional funding or to extend the period of availability of funds.
- C. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories.
- D. The budget variance request must be submitted in writing by the Grantee and must include an explanation of the reasons for the variance request.

XIV. Property Management Standards

Property furnished by the Department or acquired in whole or in part with Department funds or whose cost was charged to a project supported by Department funds shall be utilized and disposed of in a manner generally consistent with State requirements.

XV. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with State requirements.

Adherence to the standards contained in the applicable State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

GRANT AGREEMENT FOR STATE AID TO COUNTIES AND MUNICIPALITIES TERMS AND CONDITIONS

XVI. Monitoring of Program Performance

- A. The Grantee must assure compliance with applicable State requirements as outlined in N.J.A.C. 16:20A, N.J.A.C. 16:20B and that performance goals are being achieved. Grantee monitoring must cover each project, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
- B. The Grantee shall inform the Department of the following types of conditions which affect project objectives and performance as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially impair the ability to attain project objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Department assistance required to resolve the situation.
 - 2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.
- C. The Department may, at its discretion, make site visits to:
 - 1. Review project accomplishments and management control systems.
 - 2. Provide such technical assistance as may be required.
 - 3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

XVII. Financial and Performance Reporting

- A. Not applicable to municipal grant except as it may pertain to Special Grant Conditions for "High Risk" Grantees as outlined in Paragraph VII B.
- B. Financial and performance reporting for County Aid grants will be guided by NJAC 16:20A.

XVIII. Access to Records

- A. The Grantee in accepting this grant agrees to make available to the Department, or any of its duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Grantee's operations.
- B. All visitations, inspections and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Department reserves the right to have access to records of any consultant or contractor hired by the Grantee to perform tasks in connection with grant award and requires the Grantee to provide for Department access to such records.
- D. The Department reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

GRANT AGREEMENT FOR STATE AID TO COUNTIES AND MUNICIPALITIES TERMS AND CONDITIONS

XIX. Record Retention

- A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of three years, unless Department funding statutes require longer periods or unless directed to extend the retention by the Department.
 - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven year period, whichever is later unless otherwise directed by the Department.
 - 2. Records for nonexpendable property acquired with Department funds shall be retained for three years after its final disposition, unless otherwise provided or directed by the Department.
- B. For State purposes (unless otherwise provided):
 - 1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.
 - 2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the awarding Department.
- C. The Department may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

XX. Enforcement

A. Remedies for Noncompliance

If a Grantee materially fails to comply with the term of the grant award, whether stated in a State statute, regulation, assurance, State plan or application, a notice of award funding agreement, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances:

The GRANTEE may request informal meeting to discuss any proposed enforcement action by the Department.

- 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- 2. Disallow all or part of the cost of the activity or action not in compliance.
- 3. Wholly or partly suspend or terminate the current grant award.
- 4. Withhold further grant awards for the program.
- 5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
- 6. Take other remedies that may be legally available.

GRANT AGREEMENT FOR STATE AID TO COUNTIES AND MUNICIPALITIES TERMS AND CONDITIONS

7. The Department will be guided by N.J.A.C. 16:20A, N.J.A.C. 16:20B.

B. Effects of Suspension and Termination

Costs incurred by the Grantee, resulting from obligations incurred by the Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and are noncancellable.

C. Relationship to Debarment and Suspension

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State debarment and suspension procedures.

XXI. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination

The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.

2. Suspension

The suspension of a grant is an action by the Department which temporarily suspends the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.

3. Disallowed Costs

Disallowed costs are those charges to the grant which the Department or its representatives shall determine to be either beyond the scope of the grant, excessive, or otherwise unallowable.

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

C. The Department may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. The Department shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by the Department under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

D. The Department and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further

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expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

- E. In the event that the Department approves funds in an amount less than requested, the GRANTEE, at its option, 1) may either rescind this Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds or 3) reevaluate the project limits or scope and submit a letter of justification to the Department for approval. In the event the GRANTEE rescinds the Agreement, the allotted funds shall revert to the source of the funding.
- F. The Department will be guided by N.J.A.C. 16:20A, N.J.A.C. 16:20B.
- G. The Grant Closeout procedures in paragraph XXIII of the grant shall apply in all cases of termination of the grant.

XXII. Grant Closeout Procedures

A. The following definitions shall apply for the purpose of this Section:

1. Grant Closeout

The closeout of a grant is the process by which the Department determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

2. Date of Completion

The date when all activities under the grant are completed.

- B. The Grantee shall submit final expenditure and performance reports as prescribed by the Department by N.J.A.C. 16:20A, N.J.A.C. 16:20B.

The Department may permit extensions when requested in writing by the Grantee.

- C. In the event allotted funds remain after completion of the work, the remaining funds shall revert to the source of the funding and shall be re-allotted by the Department in a manner determined solely by the Commissioner of Transportation.
- D. In the event that the Department determines that it has reimbursed the Sponsor in an amount in excess of the funds actually due under this Agreement, the Sponsor shall, upon notice from the Department, make timely repayments to the State. Upon failure of the Sponsor to timely repay such funds, the State is hereby authorized by this Agreement to deduct those funds from any monies due the Sponsor under the terms of any agreement between the State, its Departments and Agencies and the Sponsor or to gain reimbursement through any other remedies available at law or equity.
- E. In the event a final audit has not been performed prior to the closeout of the grant, the Department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
- F. GRANTEE shall maintain the completed project in a manner satisfactory to the Department.

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