

TOWNSHIP OF BYRAM
COUNCIL AGENDA, TUESDAY, FEBRUARY 4, 2025
EXECUTIVE SESSION – 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.byramtwp.org/index.php/town_hall/township_council, and has been forwarded to those persons requesting notice.

3. ROLL CALL

4. RESOLUTION FOR EXECUTIVE SESSION

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

5. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENT REFLECTION

6. APPROVAL OF AGENDA

7. RENEWAL OF LICENSE – 2025 QUARRY LICENSE

8. RENEWAL OF LICENSE – 2025 JUNK YARD – RAIMOS

9. REPORTS

- Township Manager
- Mayor and Council Members
- Township Attorney

10. 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.

11. APPROVAL OF MINUTES

- January 21, 2025 Regular & Closed Session Meeting Minutes

12. 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. 045-2025 – Resolution of Approval Allowing the Lenape Valley Youth Baseball & Softball to Install Backstop Covers at Neil Gylling Park During their 2025 Season
- B. Resolution No. 046-2025 - Authorizing Payments in Lieu of Health Benefits for Calendar Year 2025
- C. Resolution No. 047-2025 - Enabling Resolution – CIP
- D. Resolution No. 048-2025 – Resolution Authorizing the Submission of Annual Report for 2020-2024 Community Forestry Management Plan
- E. Resolution No. 050-2025 – Resolution Authorizing the Continuation of the 2024/2025 Byram Ski Program Headed by Ski Club Advisor and Volunteers
- F. Resolution No. 051-2025 – Resolution Authorizing the Acceptance of an Amended Plan Conformance Grant, Highlands Council Grant Number: 09-033-011-1904, Task 14 – Stormwater Management Planning, MS4 Permitting
- G. Resolution No. 052-2025 – Resolution to Amend the 2025 Temporary Budget
- H. Resolution No. 053-2025 – Amending Resolution to Purchase Rock Salt under the Sussex County Cooperative Pricing System for Budget Year 2025

13. RESOLUTION NO. 049-2025 – Resolution of the Township Council of the Township of Byram Determining that a Gypsy Moth Control Program Should be Instituted with the State of New Jersey Department of Agriculture and that Application for any Federal or State Funds Available be Authorized

14. APPROVAL OF FEBRUARY 4, 2025 BILL LIST

15. ORDINANCE – 2nd Reading / Public Hearing

ORDINANCE NO. 001-2025 - 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%.

16. ORDINANCE – 1st Reading / Introduction

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF BYRAM AUTHORIZING THE ENFORCEMENT OF SUBTITLE 1, TITLE 39 OF THE REVISED STATUTES OF THE STATE OF NEW JERSEY TO BE APPLIED TO THE PROPERTY OWNED BY VENTURE TWO, LLC, AND APEP, INC., LOCATED AT 11 & 13 ROUTE 206, IN THE TOWNSHIP OF BYRAM

17. ITEMS FOR DISCUSSION

- A. 2025 Budget Update
- B. 40 Ash Street

18. FUTURE AGENDA DISCUSSION ITEMS

19. PUBLIC PARTICIPATION II

20. EXECUTIVE SESSION – Session II (if necessary)

21. ANY OTHER BUSINESS THE COUNCIL DEEMS NECESSARY

22. ADJOURNMENT



HAROLD E. PELLOW & ASSOCIATES, INC.

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

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

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

January 30, 2025

MEMORANDUM TO: Byram Township Mayor & Council

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

SUBJECT: **2025 Quarry License Application for Tilcon New York**
Block 226, Lot 8; Block 357, Lot 1; Block 358, Lot 1;
Block 362, Lot 5; and Block 363, Lot 2
Byram Township, Sussex County
HPA No. 25-043

Dear Mayor and Council:

I have reviewed the 2025 Quarry License Application for the above referenced properties. Based on a review of this application, I offer the following comments:

1. The documents submitted as part of this application were included in a binder that was entitled “Byram Township, Quarry License Application, Year 2025, submitted by: Tilcon Engineering Department, 9 Entin Rd., Parsippany, NJ 07054”.
2. All items required by §189-4 and §189-5 of the Byram Township Code for a quarry license application were submitted in the Applicant’s license application, except as noted below:
 - As per 189-4E, please provide the registered agent and address for a New Jersey or foreign corporation.
 - As per 189-4F, please provide the name and address of persons or entities who own 10% or greater of the shares of the limited liability company.
3. Comments Regarding Conditions of 2024 Resolution:
 - a. Condition No. 3 – Wetlands: Activity at the quarry during the past year has once again been very limited. As stated in previous years, I do not feel that a new wetland investigation is needed until Tilcon plans to expand the operations in the quarry. The condition of it being Tilcon’s obligation to comply with the regulations and requirements of the NJDEP should be continued in 2025.

- b. Condition No. 4 – Noise: No complaints are known to be filed regarding noise emanating from the quarry. If any complaints are made in 2025, Tilcon will be responsible for taking any mitigation measures that may be warranted.
- c. Condition No. 5 – Performance Bond: The amount of the performance bond for the restoration of the 40 acre quarry was adjusted as follows for 2017:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Borrow Material - 18" Thick Overburden	C.Y.	97,000	\$9.00	\$873,000.00
2	Topsoiling, 4" Thick, Seeding, Mulching	Acre	40	\$5,000	\$200,000.00
TOTAL					\$1,073,000.00

Total Performance Bond Amount = \$1,073,000 x 120% = **\$1,287,600.00** A copy of the current bond in the amount of \$1,287,600.00, dated June 13, 2024, has been provided to the Township.

While a few years have passed since the last estimate was prepared, the area of restoration was conservatively sized and I believe that the bond amount would be sufficient for the restoration of the quarry property now that the “lower” tract of the original quarry is no longer part of this application. It is, therefore, my recommendation that the amount of this bond be held for the 2025 renewal.

- d. Condition No. 6 – NJPDES Permit: The Byram Quarry NJPDES permit #NJ-G0164283 & Program Interest ID #286606 which authorized discharge of stormwater and mine dewatering is still in full force and effect according to Mr. O'Reilly. He stated that the NJDEP Water C&E Program conducted a Water Quality compliance inspection in 2024 and found the facility (PI ID #286606) in compliance with applicable Department regulations and/or permit conditions. The letter included with the license application is for the Oxford Quarry. Mr. O'Reilly to provide the compliance letter for the Byram Quarry.
- e. Condition No. 7 – Storage of Solvents Prohibited: The quarry site was inactive for most of the year, other than one day of blasting on August 13, 2024 and the removal of loads of stone from crushed stone piles. No evidence that industrial solvents were being stored on the quarry property was noted during our inspections. If the Quarry becomes active again in 2025, Tilcon should take the proper steps to ensure that industrial solvents are not stored on the site and that the handling of oil and fuel is done so in a proper manner.
- f. Condition No. 8 – Equipment Auctions: No equipment auctions occurred within the past year. No auctions shall occur on the site unless proper permits are obtained from the Township.

- g. Condition No. 9 – Soil Erosion Permit: The Soil Erosion & Sediment Control plan for the quarry was approved effective July 09, 2024 and will be good through January 2028. Our office has invited the Sussex County Soil Conservation District to each of the quarterly inspections, but an inspector has not been available to meet with us on the inspection dates. Our office will continue to invite the District to the quarterly inspections. A new Soil Erosion & Sediment Control plan should be submitted for approval prior to the expiration of the current plan. Tilcon is to provide our office with proof of the application and re-certification.
- h. Condition No. 10 – Dust Control: As requested, Tilcon installed a pumping system in 2006 to utilize water from the on-site detention basin for dust control instead of groundwater that is obtained from site wells. While activity was minimal in 2024, Tilcon has stated that the use of this water was continued when it was needed.
- i. Condition No. 11 – Payment of Fees: The Byram Township Clerk should verify that all fees have been paid to date.
- j. Condition No. 12 – Equipment Storage: I recommend that the condition be continued in 2025 that Tilcon or any other company that is removing stockpiles of material from the quarry shall not store any equipment that is not directly related to the quarry operation. There are only a grader and loader stored on site at this time.
- k. Condition No. 13 – Water & Wetlands: A report on the monitoring well readings for 2024 have been submitted by WSP USA (formerly providing services as Leggette, Brashears & Graham, Inc.) and is dated August 30, 2024. Based on a review of this report, no major changes have occurred. While no major changes have occurred, the submittal of this report should be a requirement that continues in 2025 and forward to ensure that no changes occur in the future, since minor blasting and quarrying operations continue.
- l. Condition No. 14 - Driveway: The driveway between Lackawanna Drive and the old weigh station/sales office was last resurfaced and striped in the Fall of 2019. The driveway is still in satisfactory condition but should be monitored for repairs in 2025.
- m. Condition No. 15 – Access Road: The access road was maintained in an acceptable manner in 2024. Tilcon should continue in 2025 to keep this roadway free of ruts and potholes and minimize dust and noise that are created by vehicles traveling up and down the main access road.

- n. Condition No. 16 – Fencing & Security: The orange construction fencing which was installed along the perimeter of the quarry was replaced a few years ago with a chain link fence to keep ATV riders out of the quarry. Tilcon repaired the fence in various locations in 2024. It is recommended that the condition of fencing be maintained to remain a requirement of the 2025 quarry approval.
- o. Condition No. 17 – Haybale Protection of Wetlands: During inspections in 2024, it was noted that the silt fence and hay bales that are in place around the wetlands on the site were in need of repair, subsequently they were repaired and are now in satisfactory condition. The condition to protect these wetlands should continue in 2025. Access road maintenance, weed control, etc. to be maintained to facilitate access for our inspector during future inspections.
- p. Condition No. 18 – Stone Check Dams: The stone check dams were in satisfactory condition at the time of the last inspection, on December 12, 2024. The condition that these stone check dams remain in place and free of silt should be continued in 2025.
- q. Condition No. 19 – Asphalt Berms for Paved Equipment Parking: While not much in the way of quarry equipment is still on the site, only a grader and loader, the asphalt berms appear to be in working order. These berms should be monitored during 2025 and replaced as needed once operations resume in the quarry.
- r. Condition No. 20 - Aerial Photograph Exhibit: A photo of the quarry has been provided. Based on a review of this photograph versus NJDEP GIS imagery, it is easy to see that quarry has not grown in size in a number of years.
- s. Condition No. 21 – Inspections: As required per Chapter 189 of the Byram Code, the Township Engineer shall make periodic inspections to evaluate the Applicant's performance with respect to the conditions of the license. The dates of these inspections and the individuals in attendance during these inspections were as follows:

2nd Quarter – Performed on May 03, 2024 with Ralph Courtright (HPA), Steve O'Reilly (Tilcon) & James Meyers (Twp. Environmental Commission) in attendance.

3rd Quarter – Performed on September 10, 2024 with Ralph Courtright (HPA), Steve O'Reilly (Tilcon) & James Meyers (Twp. Environmental Commission) in attendance.

4th Quarter – Performed on December 12, 2024 with Ralph Courtright (HPA) & Steve O'Reilly (Tilcon) in attendance.

No inspectors from the Sussex County Soil Conservation District were present during the quarterly inspections, however they were notified of the inspection

dates and times. The operations were inspected during these visits to evaluate the Applicant's performance with respect to the conditions of the license. Based on the visits, it was found that the operations on the site were consistent with the license. Copies of the 2nd and 3rd quarter reports have been included in Part 6 – Exhibit E of the Application. The 4th quarter report was not included in the Application.

- t. Condition No. 22 – Listing only the properties that have quarrying rights on New Jersey State license applications: The properties that are included in this license are listed appropriately and include:

Block 226, Lot 8	Block 362, Lot 5
Block 357, Lot 1	Block 363, Lot 2
Block 358, Lot 1	

The license application and Soil Erosion and Sediment Control Plan Certification refer to only these properties. The title block for the quarry license plans also includes only these properties.

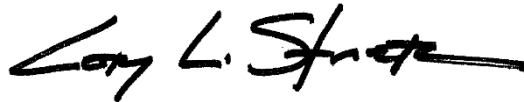
- u. Condition No. 23 – Contaminated Soil: A condition of the 2024 approval was that no contaminated soils were to be imported onto the quarry property and if it is confirmed that contaminated soils have been imported, they must be promptly and properly removed. Based on this year's inspections, no new soil was found to be imported onto the site. The condition that no contaminated soil be imported onto the site should be continued in 2025.
- v. Condition No. 24 – Advance Notification of Blasting: My office was notified this year prior to the blasting that took place on August 13, 2024. This condition should continue in 2025.
- w. Condition No. 25 – Fuel Storage Tank: The fuel storage tanks on the property are not currently in use. If these tanks are again utilized, Tilcon shall clean out the secondary containment system, repair any defects in the tank and properly prepare the tank for reuse.
- x. Condition No. 26 – Updated Plans: Tilcon provided updated plans in 2025 as required per the 2024 license renewal. No changes are needed to the maps.
- y. Condition No. 27 – Mine Registration Certificate: The Mine Registration Certificate provided expires on 03/31/2025. This will need to be renewed and a copy provided to the Township.
- z. Condition No. 28 – Permit To Use Explosives: The Permit to Use Explosives expires on 09/30/2025. This will need to be renewed and a copy provided to the Township.

4. Additional Comments Regarding this Application:

- a. Per Steve O'Reilly (Tilcon) in early 2020, there was approximately 250,000 tons of material on the site. Nordic Construction had a contract with Tilcon to remove this material within two years. That would have amounted to approximately 10,000 truckloads of material to be removed. This was anticipated to be approximately 20 to 25 trucks a day during this time period. Approximately 85 percent of the material was removed by Nordic over the past four years. As per Mr. O'Reilly, it was anticipated that the remaining material would be removed by Nordic during 2024, however, material still remains on the site and it is anticipated that the material will be fully removed by the end of 2026.
- b. Part 3, Section H, of the narrative, on page 5, states that for dust control, the existing well is being utilized, however a portable jet pump and hose is being utilized, drawing water from the pond directly into a spray truck. Please update the narrative to reflect this change.
- c. Part 3, Section VI – Reclamation Plan – Long Term, of the narrative, on page 7, the total approximate acreage owned by Tilcon should be updated per the Survey to be 683 Acres, not 708 Acres to be consistent.
- d. Part 10, Section 13 – State Permits. NJDEP Water Compliance & Enforcement Report submitted appears to be for the Oxford Quarry, not the Byram Quarry. Please provide the report for the Byram Quarry.

With all of the above being stated, I believe that no changes have occurred with the facility and Tilcon New York has complied with the conditions of this past year's approval. It is my recommendation that the Quarry License Application for Tilcon New York be approved for 2025 subject to the above listed items and any other items that the Byram Township Council may wish to be resolved.

Very truly yours,



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

HAROLD E. PELLOW & ASSOCIATES, INC.

Byram Township Engineer

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cc: VIA EMAIL
Joseph Sabatini, Byram Township Manager
Cindy Church, Byram Township Deputy Manager
Steve Orielly, Tilcon New York
Ralph Courtright, HPA



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

January 30, 2025

MEMORANDUM TO: Byram Township Mayor and Council

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

SUBJECT: **Raimo of Stanhope, Inc.**
2025 Junkyard License Renewal Application
Block 37, Lots 26 & 27 and Block 35, Lots 36 & 37
Byram Township, Sussex County
HPA No. 04-007

Dear Mayor and Council:

Raimo of Stanhope, Inc. has submitted an application for the 2025 license renewal for the operation of a junkyard in accordance with Byram Township Ordinance No. 14-2003. Based on a review of this application, I would like to offer the following comments:

1. Section 156-5(B) of the Township Code states that a license can be renewed if no changes have been made in the licensed premises, in the methods of operation or in the equipment or materials used in the business, and an affidavit to that effect is filed. If there has been any change, a complete statement of the changes made and a revised metes and bounds description and/or map shall accompany the application for renewal.

The Licensee is currently in the process of constructing buildings and site improvements that were part of the site plan approvals granted by the Planning Board a few years ago. The site operations and construction activities are occurring simultaneously but are being performed in a neat and orderly manner like they have been for years. A copy of a recent inspection report by my office with photographs showing the state of the property is attached.

2. The Resolution granting Raimo of Stanhope, Inc. a license for 2024 to operate a junkyard listed a number of conditions. The conditions and the summary of the action taken by the Licensee are as follows:
 - a) Condition No. 1 – The license shall comply with all conditions and requirements of the Planning Board approval that was granted on March 18, 2021.

The Applicant has continued construction activities, and all activities are consistent with the approval granted by the Board. The condition of complying with all conditions of the Planning Board approval should be continued in 2025.

- b) Condition No. 2 - The Licensee shall maintain a copy of the New Jersey Pollutant Discharge Elimination System (NJDEPS) permit and documents related to New Jersey Department of Environmental Protection (NJDEP) compliance on the premises and make these items available to the Township Engineer at the time of any inspection.

Based on a review of NJDEP Data Miner information, no violations noted for the subject property. The approval of the 2025 license should be conditioned on the Licensee continuing to provide inspection reports by the NJDEP.

- c) Condition No. 3 – The licensed premises are lower than Route 206 so that the wooden fence along the Route 206 frontage does not fully obstruct the view of operations. The Licensee shall keep these evergreen trees in good condition and replace any damaged evergreens in 2024 if they may become diseased or eaten by deer or other animals.

The trees along Route 206 are good condition. The Licensee should continue to maintain these trees and upgraded the trees as needed to provide a proper buffer and agree with the landscaping plans approved by the Planning Board in 2021.

- d) Condition No. 4 – Netcong Avenue (50' ROW) divides the licensed premises (Block 37, Lots 26 & 27 are to the north of Netcong Avenue and Block 35, Lots 36 & 37 are to the south). At present, Netcong Avenue is 40'-50' wide at the entrance from Route 206 and has a gravel travel way. Licensee may store a maximum of three (3) vehicles, consisting of trailers and/or tandems, on the north side of Netcong Avenue 100' in length starting 50' from the Route 206 right-of-way. Once work on improvements to Netcong Avenue is started, no parking will be permitted along Netcong Avenue. All other equipment and piles of materials related to the operation of the facility must be located within the fenced premises.

The Netcong Avenue improvements approved by the Planning Board are mostly completed except for the paving of the final wearing surface. During visits to the property in 2024, no vehicles were found parking along Netcong Avenue. Adherence to this condition should continue in 2025 so that Netcong Avenue remains open to vehicular traffic at all times.

- e) Condition No. 5 – When Netcong Avenue were to be improved, the Licensee will remove or relocated any fencing approved by the Planning Board from the right-of-way at its own cost.

The right-of-way along Netcong Avenue is being modified as part of the Planning Board approval. All fencing and other improvements along Netcong Avenue shall be finalized before construction activities are completed. This condition should continue in 2025.

- f) Condition No. 6 – Licensee shall make a good faith effort to keep roll-off containers and other equipment and materials within the fenced area of Block 37, Lot 26 and Block 35, Lot 36. Block 35, Lot 35 is not part of the licensed premises. No roll-off containers or flatbed trailers shall be stored outside of the licensed premises. If the Licensee attempts

to keep any roll-off containers, flatbed trucks or similar equipment on the non-licensed premises, then Licensee shall remove them until and unless the Licensee obtains a use variance and site plan approval from the Byram Township Planning Board for expansion of the operation.

During visits to the site, no vehicles, trailer or roll-off containers were located outside the fenced-in area. The Licensee should keep the Block 35 Lot 35 property free of vehicles, trailers and roll-off containers in 2025.

- g) Condition No. 7 – It is recognized that the existing concrete pad encroaches on the Millstream Lane right-of-way as a pre-existing condition. Licensee shall keep the right-of-way clear of debris and maintain in good condition the surveyor located property corner stakes.

During visits to the site, it has been noted that the Licensee has continued to keep the right-of- way clean of debris in 2024. The 2025 license should be conditioned on keeping the right-of-way free of debris and maintaining the property corners in good shape.

- h) Condition No. 8 – The Licensee shall keep Block 31, Lots 29 and 30 and any other non-license property free of materials and ensure that these properties do not become a second deposit area for roll-off containers and flatbed trailers.

No additional comment. This condition should continue in 2025.

- i) Condition No. 9 – Records regarding pest control will be maintained on the premises and available for review by the Township Engineer during any inspection.

The records regarding pest control maintained were reviewed during my visit. This condition should continue in 2025.

- j) Condition No. 10 – Records regarding Licensee's environmental consultant shall be maintained on the premises and available for review by the Township Engineer during any inspection.

Records from the Applicant's environmental consultant were on site and reviewed during my visit. This condition should continue in 2025.

- k) Condition No. 11 – Records regarding fire safety service shall be maintained on the premises and available for review by the Township Engineer during any inspection. Following receipt, Licensee shall provide a copy of the DCA Certificate to the Township Engineer.

Records regarding fire protection service were on site and reviewed during my visit. This condition should continue in 2025.

- l) Condition No. 12 – With regard to the requirements of Section 156-6(L), higher stacks/piles of materials shall continue to be kept in the middle of the licensed premises. Piles of scrap metal adjacent to residential properties shall be kept to a minimum with Licensee continuing to work to keep the site organized and minimize the view of stacked material from adjacent properties. The Licensee should continue to clean up the Block 35 lot 36 property and remove all remaining items from the site in 2024.

The property is in compliant with this condition, and I have no objections of the current operations and the ability to keep the site neat and orderly. This condition should be continued in 2025.

- m) Condition No. 13 – Vehicles shall not be parked between the fence on Block 35, Lot 37 and Route 206.

No vehicles were parked in this area during my inspection. This condition, however, should continue in 2025.

- n) Condition No. 14 – Licensee shall continue in 2024 to keep box trailers/containers off Block 31, Lots 29 and 30, which are not part of the licensed premises.

No trailers or containers were found to be located on these properties during my inspection. This condition should continue in 2025.

- o) Condition No. 15 – The fence gate for Lot 36 must be closed each night. The fences and gates around the license properties shall be maintained and any breaks shall be repaired as needed to discourage thefts and vandalism.

It fences were in place and in acceptable condition during visits to the site. All fences should remain in good condition and upgraded as required to be in accordance with the approval that was granted by the Planning Board. It is recommended that this condition be continued in 2025 with the Applicant replacing the fence as required by the Planning Board approval.

- p) Condition No. 16 – Netcong Avenue must be kept in a suitable condition acceptable to the Township Engineer and the Township Road Department Supervisor in 2024 and shall be paved as offered by the Licensee in accordance with the requirements of the Township Engineer and as approved by the Township Council. As offered by the Licensee, Netcong Avenue shall be maintained and paved as needed by the Licensee and not by the Township because the majority of the use of Netcong Avenue is by visitors to the licensed site and Licensee's heavy equipment.

The condition of Netcong Avenue has been kept in suitable condition during the past year should continue in 2025.

- q) Condition No. 17 - The stacking of vehicles on the licensed property shall be prohibited. Any vehicles or portion of vehicles that are stacked on the property shall be removed

from the property or property stored. There shall be no storage of vehicles on Netcong Avenue.

Stacking of vehicles or parts of vehicles was not observed within the fenced area of Block 35 Lot 36 during visits to the site. This condition should continue in 2025.

- r) Condition No. 18 – The NJPDES permit for the facility has expired but has been extended administratively until a new permit is issued by the NJDEP. Copies of the new permit for the facility shall be provided to the Township when received from the NJDEP. Copies of the existing and new permit along with copies of the facilities Drainage Control Plan shall be maintained on the premises and available for review by the Township Engineer during any inspection.

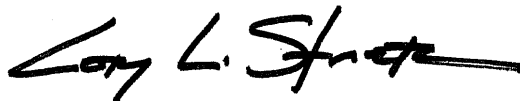
The NJDEP has still not issued any new NJPDES permits for salvage yard operations and all expired permits have been administratively extended until action is taken by the NJDEP. The 2025 license should be conditioned on the Licensee providing an update on the status of the permit and provide a copy of the NJPDES permit for the facility when it is renewed.

- s) Condition No. 19 – The Licensee shall provide the Township with copies of quarterly water quality testing that is performed to assure the discharge of stormwater from the site meets NJDEP guidelines.

Copies of the reports for 2024 need to be provided. Copies of the 2024 reports need to be provided and the condition that these reports be continued to be provided should be included in the 2025 license.

As outlined above, the Licensee is still in the process of constructing the site improvements approved by the Planning Board and based on visits to the site, the operation of the facility is in substantial compliance with the conditions of last year's license. It is my recommendation that the license for 2025 be renewed with the above conditions remaining in place and that the Licensee continuing to meet all conditions of the Planning Board approval for this facility.

Very truly yours,



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

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Enclosure (*Copy of 11/25/24 Inspection Report*)

cc: Joseph Sabatini, Byram Township Manager
Cindy Church, Byram Township Clerk
Thomas Collins, Esq., Byram Township Attorney

HAROLD E. PELLOW & ASSOCIATES, INC.

INSPECTION REPORT

Date: 11/25/24 Weather: Sunny 43 degrees
Project: Raimo Salvage Project No.: 18-225
Site Improvements
Client: Byram Twp Contractor:

TYPE OF INSPECTION: Site Inspection

EQUIPMENT ON SITE:

MATERIALS ON SITE:

DESCRIPTION OF CONSTRUCTION ACTIVITIES

Various site improvements include construction of 2 new steel building, stormwater drainage, and improvements to Netcong Avenue.

OBSERVATION NOTES

Recent inspection has all construction at this point completed for the year. The 2 steel buildings located on Block 35 Lot 36 are scheduled to start construction in the late winter or early spring of 2025. The materials for the buildings have been ordered. The overall operations at the facility are running well. The operation is clean and well organized. No indications of any runoff or erosion at time of inspection.

While on location I also inspected several physical conditions with regards to the 2025 license renewal with Byram Township.

Condition No. 3 - Fence and Evergreens

I found the wooden fence along Route 206 in good condition and the evergreen appearing healthy with no need to replace any.

Condition No. 4 Netcong Avenue Right of Way

The surface is clean from debris. At the time of inspection, no vehicles were found parked along Netcong Avenue.

Condition No. 5

The road surface has been paved with base coat asphalt with ramps constructed around all inlets to prevent damage to any vehicles. New concrete curbing has been constructed along both sides of the road as designed in the approved plans.

Condition No. 6 Roll-Off Containers and other Equipment.

During inspection all Equipment and Roll-Off Containers are located in the fenced in areas of Block 37 Lot 26 and Block 35 Lot 36

Condition No. 7 Millstream Lane Right of Way

During inspection the right of way was clear of any obstructions or debris

Condition No.12 Large Stacked / Piles of Materials

I found the large piles in the center of the work yard and any piles adjacent to residential properties to at a minimum if any.

Condition No.13 Vehicle Parking

No vehicles were parked between the fence and Route 206 on Block 35 Lot 37

Condition No.14 No Trailers, Box Trucks or Roll-Offs Parked on Block 31 Lts 29 & 30

None to be found

Condition No.15 Fence / Gate

The perimeter of Block 37 Lot 26 has chain link, stockade, or concrete wall acting as a barrier between the adjacent properties as well as evergreens.

Condition No.16 Condition of Netcong Avenue.

No issues to report

Condition No.17 Stacking of Vehicle

No issues to report.

By: Darren Dickinson

Title: Construction Inspector













Raimo
Block 35 Lot 36
11/25/24



Raimo
Block 35 Lot 36
11/25/24



**TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY
RESOLUTION NO. 045-2025**

**RESOLUTION OF APPROVAL ALLOWING THE LENAPE VALLEY YOUTH
BASEBALL & SOFTBALL TO INSTALL BACKSTOP COVERS AT NEIL GYLLING
PARK DURING THEIR 2025 SEASON.**

WHEREAS, the Township of Byram has recently received a request from Marla Rodriquez, Lenape Valley Youth Baseball & Softball President and to put in place the dugout and backstop covers at Neil Gylling Park by the Lenape Vally Youth Baseball & Softball during their 2025 playing season with the Township’s Approval; and

WHEREAS, Chapter 182 of the Township Code titled Parks and Recreation Areas establishes that the Township Council by resolution may establish a sign policy, and same may be amended from time to time; and

WHEREAS, the Township Council adopted Resolution No. 68-2007 establishing a sign policy in accordance with the provisions of local ordinance 7-2007; and

WHEREAS, Chapter 182 of the Township Code states no person in a public park, public recreation area or public open space area shall construct or erect any building or structure of whatever kind, whether permanent or temporary, or run or string any public service utility into, upon, or across such lands, except on special written permit issued hereunder and with the express written authorization of the Township Manager and the Township Council; and

WHEREAS, at 30’ x 9’, the backstop covers (Fields 1 and 2) substantially exceed the allowable dimensions outlined in Resolution 68-2007 and are not constructed with mesh or wind vents to minimize the potential for damage to the structures to which they are attached, and

WHEREAS, the signs may be installed up to one week prior to the opening day of the sport season as recorded in the facility application, but are not to be installed prior to April 15 and signs must be removed within one week following the sport season they are supporting but no later than November 25; and

WHEREAS, starting with the 2025 playing season the Department of Public Works will install the dugout covers that were purchased by the Township that meet the recommendations of the contractor that installed the fencing; and

WHEREAS, the Township Council supports this request and gives permission to Lenape Blazers Softball to display the backstop covers during their 2025 playing season with the understanding that any damage to Township facilities as a result of this approval will be the responsibility of the Lenape Valley Youth Baseball & Softball sports organization and will be removed in accordance with Resolution No. 68-2007; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Byram, County of Sussex and the State of New Jersey hereby grants permission to Lenape Valley Youth Baseball & Softball to display the dugout and backstop covers at Neil Gylling Park.

BYRAM TOWNSHIP COUNCIL

	Councilwomen 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 February 4, 2025

Cynthia Church, Municipal Clerk

TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY
RESOLUTION NO. 046– 2025

AUTHORIZE PAYMENTS IN LIEU OF HEALTH BENEFITS FOR CALENDAR YEAR 2025

WHEREAS, N.J.S.A. 52:14-17.31a and 40A:10-17.1 authorize local units providing employee health benefits through the State Health Benefits Program (SHBP) or non-SHBP coverage, respectively, to make annual payments to employees in exchange for waiving health coverage provided by the local unit; and

WHEREAS, Local units have sole discretion as to whether or not to offer employees payments for waiver of health benefits; and

WHEREAS, in accordance with P.L.2010, c.2, an employer may pay to the employee an amount which shall not exceed 25%, or \$5,000, whichever is less, of the amount saved by the municipality because of the employee's waiver of coverage; and

WHEREAS, health benefit waiver payments are statutorily prohibited from being subject to the collective bargaining process; and

WHEREAS, in order to be eligible for annual waiver payment, the employee must be eligible for other healthcare coverage in addition to the local unit's coverage that is non-State Health Benefits Program coverage (e.g. through a spouse or domestic partner); and

WHEREAS, the local unit may permit an employee to waive all employer-provided health benefits or a select benefit, for example, an employee may select to waive all other health coverage except for the local unit's dental benefit; and

WHEREAS, the Division of Local Government Services recommends that the Governing Body of each local unit authorizing payments in lieu of health benefits annually review their policy and discuss the impact on the local unit's budget to determine whether such waiver payments remain fiscally prudent; and

WHEREAS, in 2023 there are a total of fourteen employees that are waiving health benefits at a total cost of \$44,729.39 with an annual savings of \$237,414.91 after considering cost of waivers; and

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

1. The Governing Body hereby authorizes the payment to the employee an amount which shall not exceed 25%, or \$5,000, whichever is less, of the amount saved by the municipality because of the employee's waiver of coverage.
2. The Governing Body hereby authorizes that an employee may select to waive all other health coverage except for the local unit's dental benefit.
3. The waiver of benefit payment is calculated based on the law for the amount saved for waiving medical and prescription drug benefits not exceed 25%, or \$5,000, whichever is less.

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 February 4, 2025

Cynthia Church, Township Clerk

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM**

ENABLING RESOLUTION

RESOLUTION NO. 047-2025

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the Township of Byram desires to further the public interest by obtaining a Green Acres grant of \$464,120 from the State to fund the following project(s):

#1904-24-071 CO Johnson Park Inclusive Playground

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

1. The Mayor of the above-named body or board is hereby authorized to execute an agreement and any amendment(s) thereto with the State known as CO Johnson Park Inclusive Playground, and;
2. The applicant agrees to provide its matching share to the Green Acres funding, if a match is required, in the amount of 154,706, *and*;
3. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project, and;
4. This resolution shall take effect immediately.

CERTIFICATION

I, Cynthia Church, Township Clerk, do hereby certify that the foregoing is a true copy of a resolution adopted by Byram Township Mayor and Council at a meeting held on the 4th day of February, 2025.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 4th day of February, 2025.

*Cynthia Church, RMC
Township Clerk*

Prepared
By:

Marlena Zarrillo

Marlena Zarrillo

Green Acres Program
Department of Environmental Protection

GREEN ACRES PROJECT AGREEMENT

BETWEEN

THE STATE OF NEW JERSEY

BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

BYRAM TOWNSHIP

SUSSEX COUNTY

Project No. 1904-24-071

Date: _____

3/15/2022

THE STATE OF NEW JERSEY
BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

GREEN ACRES PROJECT AGREEMENT

BETWEEN the Byram Township, County, having offices at 10 Mansfield Drive Stanhope, NJ 07874, hereinafter “Local Government Unit”, and

The State of New Jersey by the Department of Environmental Protection, Green Acres Program, Mail Code 401-07B, P.O. Box 420, Trenton, New Jersey 08625-0412, hereinafter “State” (collectively the “Parties”),

WITNESSETH:

WHEREAS, the Local Government Unit has submitted an application to the State for financial assistance under the Green Acres Program; and

WHEREAS, the State has reviewed said application and has found it to be in conformance with the scope and intent of the Green Acres Program and has approved the Local Government Unit’s request and awarded funding (“Green Acres Funds”); and

WHEREAS, the Parties wish to execute this Green Acres Project Agreement (“Project Agreement”) to govern the Local Government Unit’s use of Green Acres Funds; and

WHEREAS, the Local Government Unit has agreed to utilize the Green Acres Funds and to hold and use the premises hereinafter described in accordance with the Green Acres Laws,

NOW, THEREFORE, in consideration of the principles, assurances and premises contained herein, the Parties agree to perform in accordance with the provisions, terms and conditions set forth in this Project Agreement.

APPROVED PROJECT DESCRIPTION

LOCAL GOVERNMENT UNIT: Byram Township

PROJECT NUMBER: 1904-24-071

TYPE OF PROJECT: _____ Acquisition X Development _____ Stewardship

PROJECT NAME: CO Johnson Park Inclusive Playground

APPROVED PROJECT SCOPE:

Proposed improvements include new inclusive playground equipment with ramped structures and shaded sections, benches, chain link fencing, rubber surfacing, and a serenity spot within the playground. A reconstructed asphalt path to the playground that is ADA-compliant is also proposed.

PROJECT LOCATION

Block 351, Lot 1
117 Roseville Road, Bryam Township, Sussex County

ALLOCATION OF PROJECT COST:

LOCAL GOVERNMENT UNIT SHARE: \$154,706

State Loan \$0
State Grant \$464,120

STATE SHARE* \$464,120

OTHER SHARE \$0

ESTIMATED TOTAL COST FOR APPROVED PROJECT \$618,826

*State Funds Governed under this			Expenditure Status/
Project Agreement:	Grant:	Loan:	Deadline:
P.L. 2024 C. 44 75% matching grant	\$464,120	\$0	Expires two years from effective date of agreement

GENERAL PROVISIONS

1. GREEN ACRES LAWS INCORPORATED BY REFERENCE

The Local Government Unit shall only use Green Acres Funds under this Project Agreement in accordance with all Green Acres Bond Acts (P.L. 1961, c.46; P.L. 1971, c.165; P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; P.L. 1995, c.204; P.L. 2007, c. 119; P.L. 2009, c. 117; P.L. 2016, c.12; P.L. 2019, c. 136); and any State general obligation bond act that may be subsequently approved for the purpose of providing funding for the acquisition or development of lands for recreation and conservation purposes); the Green Acres statutes (N.J.S.A. 13:8A-1 et seq., 13:8A-19 et seq., and 13:8A-35 et seq.); the Garden State Preservation Trust Act (P.L. 1999, c.152, codified at N.J.S.A. 13:8C-1 et seq.); the Green Acres rules (N.J.A.C. 7:36-1 et seq.) and any other law, statute, rule, regulation or ordinance governing the use of funding provided by or property acquired or developed in connection with the Green Acres Program (collectively the “Green Acres Laws”).

The Green Acres Laws are hereby incorporated by reference into this Project Agreement, as if set forth fully herein, and are binding upon the Local Government Unit. The Local Government Unit expressly agrees to comply with all Green Acres Laws. The Local Government Unit’s failure to comply with the Green Acres Laws shall be a material breach of this Project Agreement and be grounds for termination and the State shall have all remedies available to it under this Project Agreement or any applicable law.

2. PROJECT ADMINISTRATION

- a) In performing its responsibilities under this Project Agreement, the Local Government Unit and any contractor, subcontractor or other entity it might employ (collectively “subcontractors”) shall comply with all local, state, and federal laws, rules, and regulations applicable to this Project Agreement, including but not limited to those listed below. The provisions of any such law, rule or regulation are hereby incorporated by reference as if set forth fully herein.

The Local Government Unit shall immediately advise the State if it determines that it has, at any time, discovered any information that it or any of its employees or subcontractors is in violation of any of the laws, rules, or regulations applicable to this Project Agreement. Any such violation shall constitute a material breach of this Project Agreement and be grounds for termination and the State shall have all remedies available to it under this Project Agreement or any applicable law.

The Local Government Unit shall be responsible for compliance with the terms, conditions and requirements of this Project Agreement by itself and by its subcontractors. The Local Government Unit shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties that may arise under or as a result of the subcontract.

- b) The Local Government Unit agrees to provide all funds in excess of the State share necessary for

completion of the Approved Project and to complete the Approved Project in accordance with this Project Agreement.

- c) The Local Government Unit shall submit all development plans to the State for review and approval prior to advertisement for bids.
- d) The Local Government Unit shall award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. The Local Government Unit shall bear the primary responsibility for the prevention, detection and cooperation in the prosecution of any such conduct. The Local Government Unit shall pursue available judicial and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices. The Local Government Unit shall notify the State immediately after such allegation or evidence comes to its attention, and shall periodically advise the State of the status and ultimate disposition of any such matter.
- e) The Local Government Unit shall award all project contracts in accordance with any applicable federal, state and local statutes, rules and/or ordinances, including but not limited to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the rules and regulations adopted pursuant thereto, N.J.A.C. 5:34-1 et seq.
- f) Where applicable, the Local Government Unit and its subcontractors shall comply with the provisions of the Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq., Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.13, the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1, et seq., and Buy American Act, N.J.S.A. 52:32-1, et seq. and N.J.S.A. 52:33-1, et seq. and the terms of each are incorporated by reference herein. The Local Government Unit warrants that neither it nor any of its subcontractors are suspended, debarred or otherwise on record in the Office of the Commissioner or Department of Labor or other department for failure to comply with any of the above-referenced laws. The Local Government Unit shall insert in every construction contract for work on the approved project a clause stating that the subcontractor may be debarred, suspended or disqualified from contracting with the State if the subcontractor violated any of the above-referenced statutes.
- g) The Local Government Unit and its subcontractor, where applicable, shall not discriminate, and shall abide by all anti-discrimination laws, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d-2000d-4; the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and all rules and regulations promulgated pursuant thereto, as amended and supplemented from time to time, including but not limited to, N.J.A.C. 17:27-1.1, et seq. Other laws may impose additional non-discrimination requirements with which the Local Government Unit must comply. These laws include, but are not limited to, Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Title VII of the Civil Rights Act of 1964; and the Fair Housing Act.

The Local Government Unit shall comply with all applicable provisions of the Americans with

Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

- h) The Local Government Unit and its subcontractors shall comply with the provisions of N.J.S.A. 52:32-4 and the rules and regulations promulgated pursuant thereto, as well as the provisions set forth in the Uniform Construction Code at N.J.A.C. 5:23-7.1 et seq., regarding facilities for the handicapped.
- i) For development or historic preservation projects, the Local Government Unit shall construct a sign designed to specifications provided by the State, which the Local Government Unit shall erect at the Approved Project Site and maintain during construction of the Approved Project. Upon completion of the Approved Project, the State will provide a permanent sign, which shall be erected and maintained by the Local Government Unit in a publicly visible location at the Approved Project site.
- j) The Local Government Unit shall maintain and preserve all lands and improvements described herein or any other property subject to Green Acres Laws and provide such police protection as may be required.
- k) The Local Government Unit warrants that neither it nor its subcontractors will engage in any conduct that is or could be considered a conflict of interest under the act codified at N.J.S.A. 52:13D-12 et seq., the New Jersey Conflicts of Interest Law, and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law. The Local Government Unit further warrants that no person or selling agency has been employed or retained to solicit or secure this Project Agreement in violation of N.J.S.A. 52:34-15 and that neither it, nor its subcontractors has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19.
- l) The Local Government Unit warrants that it and its subcontractors will obtain and maintain, during the term of this Project Agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this Project Agreement. The Local Government Unit shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this Project Agreement.
- m) For an acquisition project, within six months of acquiring the project site, the Local Government Unit shall inspect the project site for the presence of structures that are or may be historic properties. An "historic property" means any area, building, facility, property, site, or structure approved for inclusion, or that meets the criteria for inclusion, in the New Jersey Register of Historic Places pursuant to N.J.S.A. 13:1B-15.128 et seq. Within 60 days of such inspection, the Local Government Unit must provide written documentation pursuant to N.J.A.C. 7:36-4.4(b).
- n) The Local Government Unit shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

- o) The Local Government Unit and its subcontractors shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- p) If any subcontractor utilized under this Project Agreement, is a business organization, as defined by N.J.S.A. 52:32-44, the Local Government Unit shall, upon request, provide to the State, on behalf of any subcontractor, a business registration certificate issued by the Division of Revenue in the Department of the Treasury or such other form of verification or proof of registration as may be approved by the Division that the subcontractor is registered with the Department of the Treasury. Where necessary, the Local Government Unit shall not retain a subcontractor before valid proof of business registration is provided. Any subcontractor utilized under this contract, and each of their affiliates, as defined by N.J.S.A. 52:32-44, shall for the term of this Project Agreement collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
- q) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is not identified on the Department of the Treasury's list of persons or entities engaging in investment activities in Iran as described in N.J.S.A. 52:32-55, et seq.
- r) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is in full compliance with the MacBride Principles, N.J.S.A. 52:34-12.2.
- s) Pursuant to N.J.S.A. 52:34-13.2, all services performed under the Project Agreement or any subcontract awarded under the Project Agreement shall be performed within the United States.
- t) The Local Government Unit warrants that it and its subcontractors are and will remain in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.
- u) The Local Government Unit shall comply with the following documents:
 - 1. Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid; and,
 - 2. State Grant Compliance Supplement, available at:
<https://www.nj.gov/treasury/omb/stategrant.shtml>
- v) Failure to expressly reference any applicable Federal or State regulation, statute, public law, Executive Order, agency directive, written policy, or OMB Circular will not exempt either party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

3. **DISBURSEMENTS**

The Local Government Unit shall only make disbursements of Green Acres Funds for costs allowable under the Green Acres Laws ("Allowable Costs")

- a) Allowable Costs for acquisition projects may include real estate appraisals, preliminary assessments, land surveys, relocation payments, eligible land cost, building demolition costs, and such incidental costs as provided for under N.J.A.C. 7:36-4.10.
- b) Allowable Costs for development projects may include preliminary planning and engineering; engineering plans and specifications; supervision and inspection; construction costs; permit fees; equipment required to make a facility operational; incidental costs as provided for under N.J.A.C. 7:36-10.6, such as legal and advertising fees; and ancillary improvements as further described in the Approved Project Scope.
- c) State funds may be disbursed to the Local Government Unit in amounts required to pay for incurred or anticipated Allowable Costs. The Local Government Unit shall provide documentation satisfactory to the State certifying that the Allowable Costs have or will be incurred.
- d) In those instances where Green Acres Program funding is greater than the actual Allowable Costs incurred by the Local Government Unit, the State may reduce the amount of Green Acres Funds awarded to reflect actual expenditures.

4. **FINANCIAL RECORDS AND AUDITING REQUIREMENTS**

- a) All financial records of the Local Government Unit and its subcontractors shall conform to generally accepted accounting principles.
- b) The Local Government Unit shall maintain separate records for each project, including the amount, receipt, and disposition of all funding received for the project, including Green Acres loans and matching grants, and contributions, gifts, or donations from any other sources.
- c) The Local Government Unit and its subcontractors shall provide State personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Project Agreement and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for seven years after the later of either final payment or audit resolution. The Local Government Unit shall cite this provision in all project-related contracts.
- d) The Local Government Unit shall conduct annual audits in conformance with Subpart F of 2 CFR Part 200 – Audit Requirements and State OMB Circular 15-08-OMB: "Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid".

- e) The Local Government Unit's account or final payment will be adjusted, if necessary, upon the State's review of the annual audit reports.
- f) The Local Government Unit shall retain financial records, supporting documents, statistical records, and all other records in the Local Government Unit's financial management system or otherwise pertinent to this Project Agreement: (1) for a period of seven (7) years from the end of the Project Period, or (2) for such longer period as any applicable State or Federal statute may require, with the following qualifications: (i) If any litigation, claim, or audit is started before the end of the seven-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved and final action taken; and (ii) Records for nonexpendable property acquired with Green Acres Funds shall be retained for seven (7) years after its final disposition.

The State may request transfer of certain records to its custody from the Local Government Unit when it determines that the records possess long-term retention value and will make arrangements with the Local Government Unit to retain any records that are continuously needed for joint use.

- g) The Local Government Unit's failure to maintain adequate records under this section shall be a material breach of this Project Agreement.

5. LAND USE RESTRICTIONS

- a) A Local Government Unit that receives Green Acres funding shall not convey, dispose of, or divert to a use for other than recreation and conservation purposes any lands held by the Local Government Unit for those purposes at the time of receipt of Green Acres funding unless the Local Government Unit obtains prior approval from the Commissioner and the State House Commission. (See N.J.A.C. 7:36-26 and N.J.S.A. 13:8C-32(b))

For a development project, "Time of receipt of Green Acres funding" shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding. For an acquisition project, "Time of receipt of Green Acres funding" shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding for each parcel acquired as part of the project:

1. The date of the letter from the State notifying the Local Government Unit of the amount of the Green Acres Funds; or
 2. The date of the at-risk authorization provided by Green Acres under N.J.A.C. 7:36-6.3 or N.J.A.C. 7:36-12.3.
- b) The Local Government Unit agrees to execute and record a separate Declaration, which shall inventory and encumber all lands that it holds for recreation and conservation purposes. Such Declaration shall be prepared by the Local Government Unit on forms provided by the Green Acres Program, and shall incorporate by reference this Project Agreement and the Green Acres Laws, and shall contain all other information required by the Green Acres Program. It is to be recorded for the purpose of providing constructive notice of pertinent land use restrictions.

Omission of lands from this instrument or the failure of the instrument to provide actual or constructive notice shall not in any way relieve affected lands from such use restrictions.

- c) For each parcel of land in which any interest is acquired under this Project Agreement, the Local Government Unit shall record a deed containing the following clause:

“The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36-1 et seq., as may be amended and supplemented, and the grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes.”

6. INSURANCE

The Local Government Unit shall maintain, in force for the term of this agreement, insurance as provided herein. The coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey with an A-VIII or better rating by A.M. Best & Company, or through formal, fully funded self-insurance programs authorized by law and acceptable to the State. The certificates of insurance shall indicate the grant number and title of the grant in the “Description of Operations” box. All policies must be endorsed to provide thirty (30) days’ written notice of cancellation or material change to the State at the following address: PO Box 420, 428 East State Street, 4th Floor, Trenton, NJ 08625-0420. If the Local Government Unit’s insurer cannot provide thirty (30) days written notice, then it will become the obligation of the Local Government Unit to provide same. Unless current documentation is already on file, the Local Government Unit must, within thirty (30) days after the effective date of this agreement, provide to the State current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Renewal certificates shall be provided within thirty (30) days of the expiration of the insurance. No payments shall be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include the State of New Jersey as an “Additional Insured” and include the blanket additional insurance endorsement or its equivalent. The policy shall include coverage for contractual liability and products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Automobile Liability Insurance, which shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per accident as a combined single limit. The State of New Jersey must be named as an “Additional Insured” and include the blanket additional insurance endorsement or its equivalent when the services being procured involve vehicle use on the State’s behalf or on

State controlled property.

- C. Worker's Compensation Insurance in accordance with the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than: (i) \$1,000,000 Bodily Injury, Each Occurrence; (ii) \$1,000,000 Disease Each Employee; and (iii) \$1,000,000 Disease Aggregate Limit.
- D. These amounts may be raised when deemed necessary by the State.

7. INDEMNIFICATION

The Local Government Unit shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, damages) arising, or claimed to arise, from, in connection with, or as a result of, the Local Government Unit's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Local Government Unit, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Local Government Unit had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage.

The Local Government Unit (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Local Government Unit shall not assert any defense which would be available to the State but not to the Local Government Unit, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Local Government Unit in writing and shall have a copy of such claim forwarded to the Local Government Unit. The Local Government Unit's indemnification and liability set forth herein is not limited by but is in addition to the insurance obligations contained in paragraph 6 above.

In the event of a patent and copyright claim or suit, the Local Government Unit, at its option and sole expense, may (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the expended grant amount less a reasonable allowance for use that is agreed to by both parties.

This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

The Local Government Unit shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out the Approved Project, a requirement that the subcontractors provide the State with indemnification protection at least as broad as set forth in this section.

8. REMEDIES

- a) In addition to any other rights or remedies available to the State under law, if the Local Government Unit does not comply with any of the requirements of this Project Agreement, the Green Acres Laws, or any other applicable law, rule or regulation or if the Local Government Unit makes any material misrepresentation in the project application and/or the documentation submitted in support of the project application, the State may take any of the following actions as set forth in N.J.A.C. 7:36-9.1 or N.J.A.C. 7:36-14.1:
 - 1. Issue a written notice of noncompliance directing the Local Government Unit to take and complete corrective action within 30 days of receipt of the notice. If the Local Government Unit does not take corrective action, or if the corrective action taken is not adequate in the judgment of the State, then the State may take any of the actions described at 2 through 4 and (b) below;
 - 2. Withhold a matching grant or loan disbursement or portion thereof;
 - 3. Terminate the Project Agreement; and/or
 - 4. Demand immediate repayment of all Green Acres Funds that the Local Government Unit has received.
- (b) If the Local Government Unit fails to comply with any of the terms of the Project Agreement, the Green Acres Laws or any other applicable law, rule or regulation, the State may, pursuant to N.J.S.A. 13:8C-53.1 and other statutory authority initiate a civil action seeking appropriate relief, including but not limited to temporary or permanent injunctive relief, or to seek specific enforcement, without posting bond, or the State may levy a civil administrative penalty or bring an action for a civil penalty, it being acknowledged by the Parties that any actual or threatened failure to comply may cause irreparable harm to the State and that money damages will not provide an adequate remedy.
- (c) If the State incurs legal or other expenses, including its own personnel expenses, for the collection of payments due or in the enforcement or performance of any of the Local Government Unit's obligations under the Project Agreement, the Green Acres Laws or any other applicable law, rule or regulation, the Local Government Unit shall pay these expenses on demand by the State.
- (d) The Local Government Unit expressly agrees that the State is not required to mitigate any damages

to the Local Government Unit resulting from the Local Government Unit's noncompliance with the terms of the Project Agreement or the Green Acres Laws.

9. TERMINATION

- a) The Local Government Unit may unilaterally rescind this Project Agreement at any time prior to the Local Government Unit's initial acceptance of the Green Acres Funds, whether partial or in full, under this Project Agreement. After accepting any payment, the Local Government Unit may not terminate, modify or rescind this Project Agreement without the express written approval of the State.
- b) The State may terminate this Project Agreement at any time if any representation or warranty made herein or in any certifications, reports, plans, financial statements or other information furnished by the Local Government Unit in connection with this Project Agreement shall prove to be false or misleading.
- c) The State may terminate this Project Agreement pursuant to Paragraph 8 above.

10. MODIFICATION OF PROJECT AGREEMENT

Modifications to the Approved Project Scope and/or Project Location, which do not increase the cost of the Approved Project and do not require additional legislative approval pursuant to N.J.S.A. 13:8C-23, may be made at the sole discretion of the Green Acres Program. Such modifications shall be requested in writing by the Local Government Unit's Chief Executive Officer, or designee, and must be approved in writing by the Green Acres Program. All approved Project Agreement modifications shall be attached to this Project Agreement.

All other modifications of this Project Agreement must be by formal written amendment executed by the Commissioner of the New Jersey Department of Environmental Protection or Commissioner's designee and may be subject to additional legislative approval, if any, pursuant to N.J.S.A. 13:8C-23.

11. PROJECT PERIOD

The project period shall begin on the earliest of the following dates: (1) The date of the letter from the State notifying the Local Government Unit of the amount of the Green Acres Funds; (2) The date of the at-risk authorization provided by the Green Acres Program under N.J.A.C. 7:36-6.3 or N.J.A.C. 7:36-12.3; or (3) The date on which the Local Government Unit first incurred allowable project costs under N.J.A.C. 7:36-4.10 or N.J.A.C. 7:36-10.6; and shall terminate two years from the date this Project Agreement is executed by the last required signatory for the State (unless extended under N.J.A.C. 7:36-9.1(h) or N.J.A.C. 7:36-14.1(h)).

12. OPTIONAL PROVISIONS IMMEDIATELY FOLLOWING ATTACHED

Schedule A: Loan Terms and Conditions (Loan Projects Only) ☐ YES ☒ NO

Schedule B: Special Conditions

☒ YES ☐ NO

13. **ATTACHMENT**

Exhibit 1: Declaration of Encumbrance

14. **MISCELLANEOUS**

- a) This Project Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the Parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- b) In the event any provision of this Project Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- c) In the event that any provision of this Project Agreement should be breached by the Local Government Unit and thereafter waived by the State, such waiver shall be limited to the particular breach so waived by the State and shall not be deemed to waive any other breach by the Local Government Unit.
- d) This Project Agreement shall not be assigned without the prior written consent of the State.
- e) This Project Agreement shall be construed and enforced under the laws of the State of New Jersey.
- f) In the event of litigation, the Local Government Unit waives whatever right it may have to trial by jury.
- g) Any affirmative obligation of the Local Government Unit shall survive this Project Agreement.
- h) By the signatures below, the Parties execute this Project Agreement and confirm that they are mutually bound and fully authorized and empowered to enter into and bind their organization to all obligations under this Project Agreement.
- i) Consistent with the Contractual Liability Act, N.J.S.A. 59:13-1 et seq., unless otherwise provided in this Project Agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Local Government Unit arising out of, or relating to, this Project Agreement or the breach of it will proceed as follows: (1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the State; (2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to formal mediation conducted by the State, and, if mediation is not successful, litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.

- j) Captions and headings used in this Project Agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- k) This Project Agreement shall not create in any individual or entity the status of a third-party beneficiary and nothing in this Project Agreement shall be construed to create such status. The rights, duties and obligations contained herein shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this Project Agreement are intended only to assist the Parties in determining and performing the obligations set forth herein and the Parties expressly agree that only they shall have any legal or equitable right to seek enforcement of this Project Agreement, seek any remedy arising out of performance or failure to perform by one of the Parties, or bring any action for breach of this Project Agreement. Nothing contained in this Project Agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Local Government Unit or contractors or subcontractors.
- l) This Project Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which, taken together, shall constitute one and the same instrument.
- m) Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- n) The Local Government Unit must submit with this Local Project Agreement a copy of an ordinance or resolution, duly enacted by the governing body of the Local Government Unit authorizing execution of this Local Project Agreement and setting forth its awareness of the work required to be performed under this Local Project Agreement, that it has the capabilities and credentials required by this Local Project Agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this Local Project Agreement.

SCHEDULE A

Loan Terms and Conditions
(Loan Projects Only)

N/A

(0) Page(s)

SCHEDULE B

Special Conditions

ROSI Under Review

The Recreation and Open Space Inventory (ROSI) attached as part of the Declaration of Encumbrance is under review and revision by the Green Acres Program and the Local Government Unit. The Green Acres Program will not release any funding to the Local Government Unit for this project until the ROSI is accepted by the Green Acres Program.

(1) Page(s)

SIGNATURES

LOCAL GOVERNMENT UNIT ATTORNEY

**LOCAL GOVERNMENT UNIT INDIVIDUAL
AUTHORIZED BY RESOLUTION**

Reviewed and approved

on _____, 20

By: _____
(signature)

(signature)

(print name and title)

(print name)

Date: _____

ATTACH AUTHORIZING RESOLUTION

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

By: _____
Martha S. Sapp
Director, Green Acres Program

Exhibit 1

Declaration of Encumbrance

DECLARATION OF ENCUMBRANCE

BYRAM TOWNSHIP
Sussex County

TO

THE STATE OF NEW JERSEY
Department of Environmental Protection

Record and return to:

Department of Environmental Protection
Green Acres Program Mail Code 401-07B
P. O. Box 420
Trenton, New Jersey 08625-0420

Attention: Marlana Zarrillo

Prepared by: *Marlena Zarrillo*
Marlena Zarrillo, Project Manager

3/15/22

DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this _____ day of _____, 20__, by the Township of Byram, Sussex County, ("Local Government Unit"), whose mailing address is 10 Mansfield Drive Stanhope, NJ 07874 .

The Local Government Unit makes this Declaration in consideration of the State of New Jersey, Department of Environmental Protection, Green Acres Program's agreement to provide funding in connection with:

CO Johnson Park Inclusive Playground
Project # 1904-24-071
As approved on June 12, 2024

The attached exhibit to this Declaration is labeled "Recreation and Open Space Inventory," comprising ____ pages. This exhibit is incorporated into, and forms a part of this Declaration.

The Local Government Unit represents and warrants (a) that all lands described in the exhibit attached to this Declaration are held by it for recreation and conservation purposes, and (b) in accordance with the Green Acres Laws, covenants, agrees, and declares that all lands described on the exhibit attached to this Declaration are subject to the covenants, restrictions, and conditions described in the Green Acres Laws, and further agrees that:

1. The Local Government Unit shall not dispose of or divert to a use for other than recreation and conservation purposes any lands described in the exhibit attached to this Declaration without the approval of the Commissioner and State House Commission.
2. Should lands held by the Local Government Unit for recreation or conservation purposes be, by mistake or inadvertence, omitted from the exhibit attached to this Declaration, such lands shall be subject to the terms and conditions of this Declaration to the same extent as though they had been included.

**LOCAL GOVERNMENT UNIT
UNIT ATTORNEY**

**LOCAL GOVERNMENT UNIT CHIEF
EXECUTIVE OFFICER**

Reviewed and approved

on _____, 20____ By: _____
(signature)

(signature) (print name and title)

(print name) Date: _____

STATE OF NEW JERSEY)
COUNTY OF SUSSEX) ss

I CERTIFY that on _____, _____ personally came before me,
(date) (official designated above)
_____, and stated to my satisfaction that he / she is the individual who
(Clerk)
signed this Declaration and that he / she

- a. is authorized to execute this Declaration, and
- b. executed this Declaration as his/her own act, and as the act of the

_____ represented by him/her as
(Local Government Unit)

(official's title)

Clerk (signature)

(print name and title)

**TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY
Resolution No. 048-2025**

**RESOLUTION AUTHORIZING THE SUBMISSION OF ANNUAL REPORT FOR
2020-2024 COMMUNITY FORESTRY MANAGEMENT PLAN**

WHEREAS the Byram Township has participated in the 2020-2024 Community Forestry Management Plan, whose major goal is to educate all municipalities and counties in the state about the benefits of developing their own distinctive Community Forestry Management Plan. As the plans develop and are implemented, the health of the tree cover will improve, the number of trees will increase and resident awareness will rise; and

WHEREAS one requirement in such plan is the submission of an annual report; and

NOW THEREFORE BE IT RESOLVED that the Township Council approves the 2024 annual report for submission to fulfill the annual reporting requirements of the 2020-2024 Community Forestry Management Plan.

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 February 4, 2025.

Cynthia Church, RMC
Township Clerk



New Jersey Urban & Community Forestry 2024 Annual Accomplishment Report



*Instructions: Complete all fields of this form to the best of your ability and submit to New Jersey & Community Forestry (NJUCF) via email to **Rachael.Vannatta@dep.nj.gov**. Note: lines & boxes indicate fillable fields.*

Prior to submitting, please ensure that all sections are complete, and the last page of the AAR is signed (electronic signatures are accepted and encouraged). It is strongly recommended to use Adobe to fill out and sign the document.

This annual report is separate from the Arbor Day Foundation Tree City USA Application. If you wish to apply to Tree City USA in addition to NJUCF Accreditation, please visit their website: arborday.org/treecity. Please note that questions #6, #8, and #10 relate directly to the current Tree City USA Standards.

Part I: Community Information

1. Reporting on Year: 2024 2. Date of Report Submission: 02/05/2025

3. Community Name: Sussex | Byram Township | 1904

4. City Forestry Contact: (This person is the primary contact for NJUCF outreach & other correspondence)

Title: Superintendent of Public Works

Organization: Byram Township

First Name, Last Name: Michael Orgera

Phone Number: (973) 347-2500 ext. 137

Email: morgrea@byramtwp.org

Address: 10 Mansfield Drive

City, State, Zip: Stanhope, NJ 07874

5. Municipal/County Department Responsible for tree management:

Title: Superintendent of Public Works

Organization: Byram Township

First Name, Last Name: Michael Orgera

Phone Number: (973) 347-2500 ext. 137

Email: morgera@byramtwp.org

Address: 10 Mansfield Drive

City, State, Zip: Stanhope NJ 07874



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Part I: Community Information, cont.

6. Name of Tree Advocacy Board/Commission/Committee: (fulfills Standard 1 for Tree City USA, having a board is *not* required for NJUCF Accreditation)

Board Name: Environmental Commission

First Name, Last Name of Chair: Dana Flynn, Environmental Commission Chair

Phone Number: (484) 225-3650

Email: danaflynn.1@gmail.com

Address: 96 Rossville Road

City, State, Zip: Byram, NJ 07874

7. Other Tree Board Members (if applicable)

Name: Lisa Shimamoto Email: shimparr@ptd.net Term Exp. Yr. 12/31/2025

Name: Peter Dlugos Email: pdlugos@bergen.edu Term Exp. Yr. 12/31/2026

Name: James Myers Email: jmyers@mtac.com Term Exp. Yr. 12/31/2025

Name: Christine Aboulhossn Email: caboulhossn50@gmail.com Term Exp. Yr. 12/31/2027

Name: Eric Duch (Co-chair) Email: educh@ptd.net Term Exp. Yr. 12/31/2027

8. Community Tree Ordinance: (fulfills Standard 2 for Tree City USA, this is *not* required for NJUCF Accreditation)



Yes, my community has a tree ordinance



No, my community does not have a tree ordinance

9. Does your community have a tree care professional on staff (employed or retained)? E.g., Licensed Tree Expert, Certified Arborist, Forester, etc.

Yes, retained



Other



New Jersey Urban & Community Forestry 2024 Annual Accomplishment Report



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Part II: Community Tree Budget

10. Community Population: (community must have annual budget of at least \$2 per capita to fulfill Standard 3 for Tree City USA, this is *not* required for NJUCF accreditation) 8700

11. Budget Breakdown: (Note: If your community has an urban forestry budget already drafted you may attach it to your AAR submission in lieu of completing the fields below)

Tree Planting & Initial Care	\$ 0.00	Tree Maintenance	\$ 10,475.20
Tree Removal	\$ 16,375.00	Management	\$ 1,167.00
Utility Line Clearance	\$ N/A	Volunteer Time*	\$ 2,478.26
Other (please explain): Leaf Removal		*rates can be found at https://independentsector.org/	
Chip Disposal from Roadside Tree Maintenance		\$	\$ 4269.15
		\$	\$ 847.80
		\$	
		\$	
Total Community Forestry Expenditures	\$ 30,495.46		

12. Additional Information for Reporting Year

Trees Planted: 0 Trees Pruned: 250 Trees Removed: 23

13. Comments on Budget



New Jersey Urban & Community Forestry 2024 Annual Accomplishment Report



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Part III: Community Engagement

14. Arbor Day Observance: (fulfills Standard 4 for Tree City USA, this is *not* required for NJUCF accreditation)

My community celebrated Arbor Day: ☒ Yes ☐ No

Date of Celebration MM/DD/YYYY: 04/20/2024

Brief Description:

Combination Arbor Day/Earth Day Celebration, gave out over 400 seedlings

15. Other than your community's Arbor Day Celebration, were there any other public/community events held to celebrate your urban tree canopy? If yes, please describe below.

Part IV: Continuing Education

16. To what extent did the completed continuing education topics reflect the objectives in your management plan? Please use specific examples.

- 1) We involved the community in invasive plant species and effective ways to remove these plants.
- 2) Nixel notices were issued on invasive species so anyone unable to attend Earth Day was educated.
- 3) Updates and announcements were posted on the town website regarding tree care.
- 4) Nixel notices on tree ordinances and owners' responsibility sent out townwide.



New Jersey Urban & Community Forestry 2024 Annual Accomplishment Report



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Part V: Community Forest Management Plan (CFMP) Implementation

17. Does your community have a tree inventory? Yes, Complete ☐
What year was your tree inventory completed? 2020

18. Determine AND describe the extent to which your community achieved its top three CFMP goals for the year.

CFMP Goal #1: Complete annual training requirement - 8 CEU's

Yes, objective was accomplished this year ☐

Comments -

Training requirement was exceeded by mutiple members of community

CFMP Goal #2: Reach out to public utilities to jointly work on hazardous trees

Yes, objective was accomplished this year ☐

Comments -

Worked closely with JCP&L on removal of hazardous trees and DPWassisted with wood removal

CFMP Goal #3: Resident Education

Yes, objective was accomplished this year ☐

Comments -

Organized Earth Day event to educate residents, also used Nixel alert system to help better spread messages

19. Identify and describe some specific barriers to completing these, or other, items in your community's CFMP. Was your community able to overcome these barriers? How?



New Jersey Urban & Community Forestry 2024 Annual Accomplishment Report



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Part VI: Comments

20. Please use the space below to detail comments, concerns, and or improvements for any part of the NJUCF Accreditation Program. If you have specific questions, please reach out to community.forestry@dep.nj.gov.

Part VI: Signature and Submission

*Electronic Submissions & signatures preferred. Submit to **Rachael.Vannatta@dep.nj.gov***

21. By signing and/or typing my name below, I hereby certify as the Shade Tree Representative, that the information in this report was shared with our Mayor and/or Governing Body and that the NJUCF Accreditation Status for my community is up to date and accurate.

Print Name Michael J Orgera

Signature

Title Superintendent DPW

Date 02/05/2025

**TOWNSHIP OF BYRAM
RESOLUTION NO. 050-2025**

**RESOLUTION AUTHORIZING THE CONTINUATION OF THE 2024/2025
BYRAM SKI PROGRAM HEADED BY SKI CLUB ADVISOR AND
VOLUNTEERS**

WHEREAS, the Mayor and Council agrees to offer the ski club program for the 2024/2025 season utilizing volunteers; and

WHEREAS, the following volunteers will comply with all Township policies and procedures and agreed to submit a signed acknowledgement page of the employee handbook:

Joshua Rubenstein
Anthony Salerno
Michelle Eastman
Marc Koval

Ed Maurthe
Jamie Lynch
Jeffery Lynch
Devin Horn

WHEREAS, the ski club will be overseen by a ski club advisor, Jennifer Schuffenhaur, who will be paid \$500 from the Recreation Trust Fund.

WHEREAS, the above volunteers and ski club advisor will report to the Byram Township Recreation Director.

NOW THEREFORE BE IT RESOLVED the Mayor and Council of the Township of Byram authorizes the continuation of the 2024/2025 Ski Club Program headed by ski club advisor and volunteers abiding by the above terms.

BYRAM TOWNSHIP COUNCIL

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on February 4, 2025.

Cynthia Church,
Township Clerk

**TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY
RESOLUTION NO. 051- 2025**

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN AMENDED PLAN
CONFORMANCE GRANT, HIGHLANDS COUNCIL GRANT NUMBER: 09-033-011-
1904, TASK 14 – STORMWATER MANAGEMENT PLANNING, MS4 PERMITTING**

WHEREAS, the Byram Township submitted an application for an amended plan conformance grant for Stormwater Management Planning, MS4 Permitting from the Highlands Council, Grant Number: 09-033-011-1904, Task 14; and

WHEREAS, the Highlands Council has approved the scope of work (SOW) prepared for Byram Township by Harold E. Pellow & Associates, Inc., dated August 28, 2024, to offset the costs of the supplemental Stormwater Management Planning work related to the MS4 permitting process for years 2024 and 2025; and

WHEREAS, Byram Township has been awarded this grant up to \$20,000 for Stormwater Management Planning toward meeting the MS4 permit requirement for the Watershed Improvement Plan - Phase 1 (Watershed Inventory Report) be prepared by January 1, 2026 (EDPA + 36 months); and

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Byram, County of Sussex, State of New Jersey that the Township Manager is hereby authorized to execute any and all documents associated with this grant and authorize Harold E. Pellow & Associates, Inc. to complete the tasks outline the scope of work dated August 28, 2024.

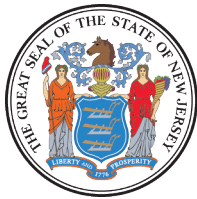
BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on February 4, 2025.

Cynthia Church, RMC
Township Clerk



PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lieutenant Governor

State of New Jersey

HIGHLANDS WATER PROTECTION AND PLANNING COUNCIL

100 North Road (Route 513)
Chester, New Jersey 07930-2322
(908) 879-6737
(908) 879-4205 (fax)
www.nj.gov/njhighlands



CARL J. RICHKO
Chairman

BENJAMIN L. SPINELLI, ESQ.
Executive Director

January 7, 2025

The Honorable Alex Rubenstein
Township of Byram
10 Mansfield Drive
Stanhope, NJ 07874

Subject: Township of Byram Amended Plan Conformance Grant Agreement
Highlands Council Grant Number: 09-033-011-1904
Task 14: Stormwater Management Planning, MS4 Permitting

Dear Mayor Rubenstein:

On behalf of the Highlands Water Protection and Planning Council (Highlands Council), I am pleased to advise you that the Highlands Council has approved the scope of work (SOW) prepared for Byram Township by Harold E. Pellow & Associates, Inc., to offset the costs of the supplemental Stormwater Management Planning work related to the MS4 permitting process for years 2024 and 2025. The proposed SOW addendum, submitted and revised on August 28, 2024 by Township Administrator Joe Sabatini, seeks additional grant funding in the amount of \$20,000.00. Pursuant to your request, funding is available within Byram's Amended Plan Conformance Grant Agreement to provide the additional not-to-exceed sum of \$20,000.00 under Task 14, Stormwater Management Planning. As you know, this funding is contingent on the Township's ability to complete all the work described in the SOW within the proposed schedule. With this approval, you may authorize your professional(s) to begin work. A replacement Page 5 of the Township's approved Amended Grant Agreement is attached for your files.

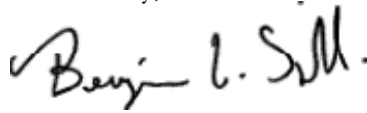
Please do not hesitate to contact Herb August, Manager of Grants Administration (herbert.august@highlands.nj.gov) should you have any questions regarding grant funding or reimbursement of expenditures. For questions regarding technical deliverables, please contact Science Manager, Kelley Curran (kelly.curran@highlands.nj.gov) or your Highlands Council Staff Liaison, Allison Bittner, Principal Planner (allison.bittner@highlands.nj.gov). I also remain available (ben.spinelli@highlands.nj.gov) should you or your elected and appointed officials have questions or require assistance regarding any Highlands matter.



New Jersey Is an Equal Opportunity Employer

We look forward to our continued collaboration with you in the important efforts to protect and preserve the Highlands Region.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin L. Spinelli". The signature is fluid and cursive, with the first name "Benjamin" and last name "Spinelli" clearly distinguishable.

Benjamin L. Spinelli, Esq.
Executive Director

Enc: Approved Scope of Work
Replacement Page 5 of the Amended Grant Agreement

C: Joseph W. Sabatini, Township Manager
Philip Crosson, Jr., Township Deputy Manager
Cindy Church, Township Clerk

7. Plan Conformance Implementation

Program Specifications:

Grantee shall administer and perform the obligations set forth in this Amended Grant Agreement with the Highlands Council and as set forth in this Amended Scope of Services. The following tasks are summarized below and are more fully set forth in the approved Consistency Review and Recommendations Report and the Highlands Implementation Plan and Schedule which specifies the tasks that require a scope of work before any costs are incurred:

- Task 1 – COAH
- Task 5 – Highlands Council Training
- Task 6 – Zoning Map Update
- Task 8 – Master Plan Reexamination Report
- Task 9 - Highlands Land Use Ordinances
- Task 10a – Sustainable Economic Development Plan: Phase 1
- Task 10b - Sustainable Economic Development Plan: Phase 2
- Task 11a – Water Use and Conservation Management Plan
- Task 11b – Wastewater Management Plan
- Task 12 – Habitat Management Plan
- Task 13 – Stream Corridor Protection/Restoration Plan
- Task 14 – Municipal Stormwater Plan
- Task 15a – Open Space & Recreation Plan
- Task 15b – Long-Term Asset Management Plan
- Task 15c – Economic Development Strategy
- Task 16 – Lake Management Planning

8. Budget

Amount of Previous Grant Award	\$464,104.50
Amount of New Grant Funding	\$692,894.50

Project Cost Breakdown

Project Components	Cost Estimate
Task 1 – COAH	\$25,000.00
Task 5 – Highlands Council Training	\$4,502.50
Task 6 – Zoning Map Update	\$3,750.00
Task 8 – Master Plan Reexamination Report	\$11,000.00
Task 9 - Highlands Land Use Ordinances	\$35,000.00
Task 10a – Sus. Eco. Dev. Plan: Phase 1	\$10,852.00
Task 10b - Sus. Eco. Dev. Plan: Phase 2	\$25,000.00
Task 11a – Water Use & Cons. Mgmt. Plan	\$70,000.00
Task 11b – Wastewater Management Plan	\$9,260.00
Task 12 – Habitat Management Plan	\$15,000.00
Task 13 – Stream Corridor Prot./Rest. Plan	\$20,740.00
Task 14 – Stormwater Plan	\$95,000.00
Task 15 – Open Space & Recreation Plan; Long-Term Asset Management Plan; Economic Dev.	\$177,790.00
Task 16 – Lake Management Planning	<u>\$150,000.00</u>
Total (All Tasks)	\$692,894.50

Source of Estimates

As approved by the Highlands Council in the Highlands Implementation Plan and Schedule pursuant to Highlands Council Resolutions 2014-31, December 4, 2014; 2018-17, December 6, 2018; 2021-28, October 21, 2021; 2022-2, December 1, 2022 (modified July 10, 2023); 2023-18, September 21, 2023; and, 2024-32, December 12, 2024.

Revised January 7, 2025



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS · PLANNERS · LAND SURVEYORS

ESTABLISHED 1969

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

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

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

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

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

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

August 28, 2024

Via Email (jsabatini@byramtwp.org)

MEMORANDUM TO: Mr. Joseph Sabatini, Byram Township Manager

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

SUBJECT: 2024 New Jersey Highlands Council Grant Request
MS4 – Tier A Municipal Stormwater Permit Compliance
NJPDES: NJG0149209/PI ID #: 171549
Byram Township, Sussex County

Dear Joe:

As you are aware, the Township received a grant from the New Jersey Highlands Council in 2023 to assist the Township in meeting the requirements of the its Tier A Municipal Stormwater General Permit that authorizes the discharge of stormwater from small municipal separate storm sewer systems (MS4). The activities that have been completed or are currently being finalized under that grant include the following:

- Task 1 - Preparation of an updated Stormwater Pollution Prevention Plan (SPPP).
- Task 2 - Review and updated existing community wide ordinances.
- Task 3 - Preparation of new community wide ordinances.
- Task 4 - Development of a plan for Township wide street sweeping reporting.
- Task 5 - Performed an assessment of all storm drain inlet for retrofitting.
- Task 6 - Development of a plan for storm drain inlet and catch basin inspection and cleaning.
- Task 7 - Development of a plan for stormwater infrastructure inspection and maintenance.
- Task 8 - Development of a plan for monitoring stormwater facilities not owned or operated by the Township.
- Task 9 - Assist DPW Supervisor on the preparation of a facilities operations manual.
- Task 11 - Complete MS4 mapping for drainage inlets, pipes and structures owned by the Township.
- Task 12 - Develop a plan for stream scouring & illicit connection inspections.
- Task 13 - Perform work related to the mapping of all stormwater facilities for use in the preparation of the Watershed Improvement Plan - Phase 1 (Watershed Inventory Report).

In order to continue to be compliant with the requirements of the Tier A Municipal Stormwater Control Permit, I would propose that work related to the preparation of the Watershed Improvement Plan – Phase 1 be continued in 2024. As illustrated in the 2023 request for funding, the Township outlined that \$10,000 in funding would be requested in 2024 and an additional \$10,000 would be requested in 2025 from the New Jersey Highlands Council to assist with these work activities. A copy of the 2023 work activity summary and the proposed compliance proposal schedule is attached.

Mr. Joseph Sabatini, Byram Township Manager
RE: New Jersey Highlands Council Grant Request
MS4 – Tier A Municipal Stormwater Permit Compliance
August 28, 2024

Page 2

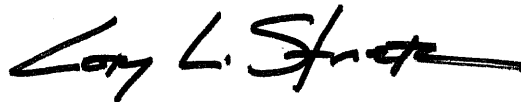
If funding is approved in 2024, the work activities that will be continued would be fully related to the preparation of a Watershed Inventory Report for the Township. The specific items that will be defined as part of the final Watershed Inventory Report are as follows:

1. All storm outfalls will be located.
2. Drainage areas of all outfalls.
3. Receiving waters for each outfall.
4. Water quality classifications for each outfall water body.
5. Stormwater interconnections INTO other entity systems.
6. Drainage areas for each interconnection INTO other entity systems.
7. Stormwater interconnections FROM other entities.
8. Storm drain inlets owned/operated by the municipality.
9. Area associated with TMDLs
10. Area associated with water quality impairments.
11. Overburdened communities (from stormwater)
12. Impervious areas.
13. Location and ownership of outfalls/basins/infrastructure NOT owned by the municipality.

As stated previously, work has been started on the above listed items with funding from the 2023 New Jersey Highlands Council grant. Additional funding by the New Jersey Highlands Council in 2024 and 2025 will allow for the work on these items to continue and assist the Township in working toward meeting the MS4 permit requirement that the Watershed Improvement Plan - Phase 1 (Watershed Inventory Report) be prepared by January 1, 2026 (EDPA + 36 months).

I trust the information above will be received satisfactory. If you have any questions regarding any of the items discussed above, please do not hesitate to contact me.

Very truly yours,



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

CLS:cls

P:\PROPOSALS\BYRAM\2024 MS4 PERMIT COMPLIANCE\SABATINI - MS4 PERMIT COMPLIANCE SERVICES - WATERSHED IMPROVEMENT PLAN.DOC

ATTACHMENT (2023 Proposal & Compliance Proposal Schedule)

**TOWNSHIP OF BYRAM
RESOLUTION NO. 052 – 2025**

RESOLUTION TO AMEND THE 2025 TEMPORARY BUDGET

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

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

WHEREAS, the original temporary budget resolution was approved by Resolution No. 001-2025 at the January 7, 2025 meeting,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey, that the Temporary Appropriations Amendments are hereby authorized to provide for contracts, commitments and payments prior to the adoption of the 2025 Municipal Budget as follows:

<u>Department</u>	<u>Department Code</u>	<u>Amount</u>
See Attached Worksheet		
Total Temporary Budget Amendment		<u>\$101,500.00</u>

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on February 4, 2025.

Cynthia Church, Township Clerk

TOWNSHIP OF BYRAM
2025 TEMPORARY CURRENT FUND BUDGET AMENDMENT

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
01-201-23-221-020	Group Insurance - Health Benefit Waiver	\$ 1,500.00
	Road Repair & Maintenance:	
01-201-26-290-020	Other Expenses	60,000.00
	Fleet Maintenance:	
01-201-26-292-020	Other Expenses	15,000.00
	Public Buildings & Grounds:	
01-201-26-310-020	Other Expenses	
01-201-31-440-020	Telephone	
01-201-36-472-020	Social Security	<u>25,000.00</u>
	Total Temporary Budget Amendment	<u>\$ 101,500.00</u>

**TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY
RESOLUTION NO. 053– 2025**

**Amending Resolution to Purchase Rock Salt under the Sussex County Cooperative Pricing System
for Budget Year 2025**

WHEREAS, the Township of Byram is a member of the Sussex County Cooperative Pricing System; and

WHEREAS, contracts awarded under the Sussex County Cooperative Pricing System in excess of the Township's bid threshold may be made by resolution of the Governing Body; and

WHEREAS, the Township of Byram is in need of and desires to purchase rock salt; and

WHEREAS, the Sussex County Cooperative Pricing System awarded a contract to Morton Salt, Inc. awarded for the period of June 1, 2024 – May 31, 2025, thereby affording the Township of Byram the opportunity of direct purchase of rock salt at \$72.20/ton without competitive bidding:

Morton Salt, Inc.
444 West Lake Street, Suite 3000
Chicago, IL 60606

WHEREAS, funds are available in the 2025 Municipal Budget – Streets & Roads – Other Expenses.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Byram does hereby authorize the execution of the necessary purchase orders to obtain Ice Control Materials as specified and priced to the Sussex County Cooperative Pricing System; 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 accounts for said purpose; and

BE IT FURTHER RESOLVED, that the duration of the contract between the Township of Byram and the referenced Sussex County Cooperative Pricing System Vendor, shall be for budget year 2025; and

BE IT FURTHER RESOLVED, that certified copies of this Resolution be forwarded to the Sussex County Cooperative Pricing System, Chief Financial Officer and the Municipal Clerk.

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 February 4, 2025.

Cynthia Church, Township Clerk

RESOLUTION NO. 049-2025

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
BYRAM DETERMINING THAT A GYPSY MOTH CONTROL PROGRAM
SHOULD BE INSTITUTED WITH THE STATE OF NEW JERSEY
DEPARTMENT OF AGRICULTURE AND THAT APPLICATION FOR ANY
FEDERAL OR STATE FUNDS AVAILABLE BE AUTHORIZED**

WHEREAS, the gypsy moth *Lymantria dispar*, *dispar* (LDD) has been found heavily defoliating tree and plant growth in the Township of Byram; and

WHEREAS, continued destruction of foliage may result in loss of valuable forest lands and trees; and

WHEREAS, the Township Council of the Township of Byram has determined that a gypsy moth control program should be instituted with the State of New Jersey Department of Agriculture and that application for any Federal or State funds available be authorized.

NOW THEREFORE BE IT HEREBY RESOLVED by the Township Council of the Township of Byram that the LDD is declared to be a public nuisance and the protection of vegetation or plant life therefrom is deemed to be a subject matter of public welfare, and that all measures deemed necessary, in compliance with the State of New Jersey Department of Agriculture recommendations, is hereby authorized to suppress this forest and shade tree pest.

I, Cynthia Church , Clerk of the Township of Byram, County of Sussex, State of New Jersey, do hereby certify that this Resolution was adopted by the municipal governing body at an open public meeting which was duly advertised to the citizens of the municipality in accordance with the law, pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-9.

I also certify that this municipality has, or will, comply with the notice provisions required by N.J.S.A. 4:7-39.

I further certify the above to be a true and correct copy of a resolution adopted by the Byram Township Council at a regular meeting of that body held February 4, 2025.

Cynthia Church, RMC
Township Clerk

List of Bills - (All Funds)

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Vendor	Description	Payment	Check Total
Claims Account			
2920 - ABLE SECURITY LOCKSMITHS	PO 30004 Lock Repair - Food Pantry	558.50	558.50
40 - ALLIED OIL, LLC	PO 29964 12/31/2024 GASOLINE DELIVERY	4,243.43	
	PO 29987 1ST QUARTER 2025 BLANKET PURCHASE ORDER	7,210.43	11,453.86
2255 - ANDOVER, TOWNSHIP OF	PO 30052 1ST QUARTER 2025 JOINT MUNICIPAL COURT	37,345.53	37,345.53
3239 - AQUA NJ	PO 30091 LEE HILL WATER SERVICE 2024-ACCT#0022918	35.66	35.66
106 - ATLANTIC COMMUNICATIONS, INC	PO 29694 FIRE DEPT - RADIO REPROGRAMMING - ESTIMA	375.00	
	PO 30090 FIRE DEPT - ANTENNA REPAIR - NJ STATE CO	250.00	625.00
149 - BLUE DIAMOND DISPOSAL, INC.	PO 29968 1ST QUARTER 2025 BLANKET PURCHASE ORDER	56,750.00	56,750.00
182 - BROWNELLS, INC.	PO 29726 POLICE - FIREARM PART - QUOTE #900000625	39.05	39.05
3888 - CHEF IT UP 2 GO SUSSEX CTY	PO 30051 FAVORITE HOLIDAY RECIPES	573.75	573.75
373 - DELSEA TERMITE & PEST CONTROL	PO 29996 2025 Blanket - Pest Control Services	143.00	143.00
2104 - DOVER BRAKE & CLUTCH CO., INC.	PO 29920 2025 Blanket for Supplies	199.00	199.00
3353 - DUJETS CORPORATION	PO 30003 Bandit Chipper Parts	410.10	410.10
520 - FINCH FUEL OIL CO, INC.	PO 29986 1ST QUARTER 2025 BLANKET PURCHASE ORDER	6,681.94	6,681.94
3658 - FIRST ARRIVING IO, INC.	PO 30024 FIRE DEPT - 2025 DASHBOARD RENEWAL	1,587.00	1,587.00
3700 - FRED BEANS FORD OF WASHINGTON	PO 29918 2025 Blanket for Parts & Repairs	821.39	821.39
2396 - GARDEN STATE LABORATORIES, INC.	PO 30069 2025 Blanket For Water Testing	690.00	690.00
588 - GENERAL CODE	PO 29904 2024 ORDINANCE CODIFICATION - ESTIMATE D	4,960.00	4,960.00
642 - HAMBURG PLUMBING SUPPLY CO., INC.	PO 30005 Pipe Tool	21.00	21.00
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 28242 1ST QUARTER 2024 BLANKET PURCHASE ORDER	406.00	
	PO 29948 ESCROW - JUNE 2024 SERVICES - PERRY	50.63	
	PO 29949 ESCROW - JULY 2024 SERVICES - PERRY	58.00	
	PO 29950 ESCROW - JUNE 2024 SERVICES - MOSAIC CAF	770.50	
	PO 29951 ESCROW - AUGUST 2024 SERVICES - COOK	497.00	
	PO 29954 ESCROW - SEPTEMBER 2024 SERVICES - OLUWA	325.50	2,107.63
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 29965 ESCROW - NOVEMBER 2024 SERVICES - ELIZAB	201.50	
	PO 29966 ESCROW - NOVEMBER 2024 SERVICES - NJ NAT	284.00	
	PO 29977 PLANNING BOARD - NOVEMBER 2024 SERVICES	142.00	
	PO 30043 ESCROW - OCTOBER 2024 SERVICES - VEOLIA	56.25	
	PO 30044 ESCROW - OCTOBER 2024 SERVICES - RUBENST	355.00	
	PO 30045 ESCROW - OCTOBER 2024 SERVICES - NISSAN	183.50	
	PO 30046 ESCROW - OCTOBER 2024 SERVICES - 16RT206	213.00	1,435.25
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 30047 ESCROW - OCTOBER 2024 SERVICES - PCV, LL	866.38	
	PO 30048 ESCROW - OCTOBER 2024 SERVICES - VEOLIA	37.50	
	PO 30066 ESCROW - MAY 2024 SERVICES - TSULCANOV	214.50	
	PO 30067 ESCROW - JUNE 2024 SERVICES - TSULCANOV	71.00	1,189.38
160 - HOPATCONG, BOROUGH OF	PO 30073 1ST-2ND QUARTER 2025 ANIMAL CONTROL SERV	3,187.50	3,187.50
3905 - HUNSINGER, JENNY	PO 29979 REFUND - JEWELRY MAKING	150.00	150.00
697 - IPD	PO 29936 WEBINAR - REFRESHER TO MS EXCEL - MCELRO	50.00	50.00
751 - JCP&L	PO 30084 MONTHLY SERVICE	62.66	62.66
751 - JCP&L	PO 30085 MONTHLY SERVICE	72.85	72.85
751 - JCP&L	PO 30087 MONTHLY SERVICE	423.49	423.49
751 - JCP&L	PO 30088 MONTHLY SERVICE	2,010.55	2,010.55
751 - JCP&L	PO 30105 MONTHLY SERVICE	121.62	121.62
3412 - KONICA MINOLTA PREMIER FINANCE	PO 28113 2024 BLANKET PURCHASE ORDER - UCC COPY M	33.89	33.89
3412 - KONICA MINOLTA PREMIER FINANCE	PO 28585 MAY-DECEMBER 2024 BLANKET PURCHASE ORDER	0.81	0.81
3412 - KONICA MINOLTA PREMIER FINANCE	PO 28586 MAY-DECEMBER 2024 BLANKET PURCHASE ORDER	187.61	187.61
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	1,425.00	1,425.00
2409 - LAKELAND BUS LINES, INC.	PO 30064 TRANSPORTATION FOR METS GAME - 05/11/202	300.00	300.00
2409 - LAKELAND BUS LINES, INC.	PO 30065 TRANSPORTATION FOR ALADDIN - 04/13/2025	300.00	300.00
1928 - LINDE GAS & EQUIPMENT, INC.	PO 30061 2025 Blanket for Tank Leases	99.12	99.12
3699 - MARAZITI FALCON, LLP	PO 29952 ESCROW - SEPTEMBER 2024 SERVICES - CHAMB	87.50	
	PO 29953 ESCROW - OCTOBER 2024 SERVICES - CHAMBER	962.50	
	PO 30035 PLANNING BOARD - NOVEMBER 2024 SERVICES	1,452.50	
	PO 30036 ESCROW - NOVEMBER 2024 SERVICES - HIGHLA	87.50	
	PO 30037 ESCROW - NOVEMBER 2024 SERVICES - VENTUR	70.00	

List of Bills - (All Funds)

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Vendor	Description	Payment	Check Total
3699 - MARAZITI FALCON, LLP	PO 30038 ESCROW - NOVEMBER 2024 SERVICES - NORTH	35.00	2,695.00
	PO 30039 ESCROW - NOVEMBER 2024 SERVICES - LANDSC	525.00	
	PO 30040 ESCROW - NOVEMBER 2024 SERVICES - SCULLY	35.00	
	PO 30041 ESCROW - NOVEMBER 2024 SERVICES - KOVAL	350.00	
3856 - MINI MOVERS DANCE, LLC	PO 30042 ESCROW - NOVEMBER 2024 SERVICES - DEL FR	437.50	1,347.50
	PO 30060 SEPTEMBER 2024 MINI MOVERS DANCE CLASSES	312.00	312.00
1135 - MUSCONETCONG SEWERAGE AUTHORIT	PO 30126 1ST QTR 2025 SEWERAGE FEES	16,320.99	
	PO 30126 1ST QTR 2025 SEWERAGE FEES	10,880.66	27,201.65
2625 - NAPA AUTO PARTS	PO 29916 2025 Blanket for Supplies	350.01	350.01
2437 - NAVITEND	PO 30013 1ST QUARTER 2025 - COMPUTER SERVICES - B	8,155.31	
	PO 30014 2025 ANNUAL AGREEMENT - PROVENTIV BACKUP	4,345.20	12,500.51
1179 - NISIVOCCIA, LLP	PO 30139 2024 PROFESSIONAL AUDITING/ACCOUNTING SE	18,360.00	18,360.00
1206 - NJMMA	PO 30145 NJMMA 2025 FULL MEMBERSHIP - SABATINI	300.00	300.00
1209 - NJRPA	PO 30110 ANNUAL CONFERENCE	425.00	425.00
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 -	6,841.00	6,951.00
3903 - OLIVE LISA, LLC	PO 30063 CHARCUTERIE CLASS	160.00	160.00
3903 - OLIVE LISA, LLC	PO 30079 CHARCUTERIE CLASS	160.00	160.00
3183 - ORGERA, MICHAEL	PO 30080 Reimbursement - Underground Storage Tank	51.65	51.65
3826 - PECKHAM MATERIALS CORP	PO 29933 2025 Blanket for Calcium Chloride	5,383.68	5,383.68
1327 - POWERCO, INC.	PO 29440 Brush Hog For Skid Steer Sourcewell Quot	8,223.75	8,223.75
3672 - R & R TOOLS, LLC	PO 29942 Tools for DPW Shop	370.65	370.65
1379 - REED SYSTEMS, LTD	PO 29943 Amber Warning Lights	68.16	
	PO 30102 M-2 Controller	270.69	338.85
3828 - REUTHER MATERIAL COMPANY	PO 30058 Purchase of Block for Catch Basins	499.80	499.80
3849 - RIVERVIEW PAVING, INC.	PO 28829 MILLING & PAVING VARIOUS STREETS (BRIDGE	5,695.71	5,695.71
1432 - RONETCO SUPERMARKETS, INC	PO 29947 REFRESHMENTS - REORG COUNCIL MEETING	28.77	28.77
3652 - ROYALTY CLEANING SERVICES, LLC	PO 30015 1ST QUARTER 2025 BLANKET PURCHASE ORDER	709.15	709.15
2574 - RR DONNELLEY	PO 29651 VITAL RECORDS FORMS	106.50	106.50
1468 - SCMUA	PO 29930 2025 Blanket for Leaves & Brush Disposal	179.55	
	PO 29969 1ST QUARTER 2025 BLANKET PURCHASE ORDER	10,810.21	10,989.76
1483 - SERVICE TIRE TRUCK CENTER, INC.	PO 29921 2025 Blanket for Tires & Tire Repair/Mou	1,955.94	1,955.94
1822 - SPARTA, TOWNSHIP OF	PO 30070 1ST QUARTER 2025 BLANKET PURCHASE ORDER	525.00	525.00
1554 - STATE OF NEW JERSEY	PO 30138 FEBRUARY 2025 HEALTH INSURANCE PREMIUMS	124,638.87	
	PO 30138 FEBRUARY 2025 HEALTH INSURANCE PREMIUMS	2,073.42	126,712.29
1558 - STATEWIDE C/O M. LUSTBADER	PO 30083 1st Qtr 2025 Workers Compensation & Liab	77,849.75	77,849.75
3908 - THE PENNSYLVANIA HORTICULTURAL SOCIETY	PO 30062 RECREATION - PHILADELPHIA FLOWER SHOW	1,940.00	1,940.00
2151 - THE STANDARD INSURANCE CO.	PO 29998 1ST QUARTER 2025 LIFE INSURANCE PREMIUMS	1,722.67	1,722.67
2291 - TREE KING, INC.	PO 30104 Tree Removal - Double Ash South Shore Rd	800.00	800.00
1889 - VERIZON WIRELESS	PO 30106 MONTHLY SERVICE	82.68	
	PO 30107 MONTHLY SERVICE	165.07	
	PO 30144 MONTHLY SERVICE	38.01	
	PO 30146 MONTHLY SERVICE	114.03	399.79
1902 - VOGEL, CHAIT, COLLINS AND SCHNEIDER	PO 29967 AFFORDABLE HOUSING - DECEMBER 2024 SERVI	1,618.75	1,618.75
1926 - WB MASON CO., INC.	PO 29961 2025 WATER COOLOR RENTAL & SUPPLIES	50.46	50.46
TOTAL			453,076.23

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN OE	12,876.53			
01-201-20-110-020	MAYOR & COUNCIL OE	28.77			
01-201-20-130-020	FINANCE ADMINISTRATION OE	111.70			
01-201-20-145-020	TAX COLLECTION OE	50.00			
01-201-21-185-020	ZONING COMMISSION OE	38.01			
01-201-23-210-020	GENERAL LIABILITY	57,293.75			
01-201-23-215-020	WORKERS COMP	20,556.00			
01-201-23-220-020	GROUP INSURANCE	133,202.54			
01-201-25-240-020	POLICE OE	212.87			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

01-201-25-250-020	POLICE RADIO & COMM & 911	114.03			
01-201-25-253-020	MUNICIPAL COURT OE	37,345.53			
01-201-25-265-015	FIRE PREVENTION OE	525.00			
01-201-25-265-020	FIRE OE	1,837.00			
01-201-26-290-020	ROAD REPAIR & MAINT OE	6,736.10			
01-201-26-292-020	FLEET MAINTENANCE	3,642.88			
01-201-26-310-020	PUBLIC BLDGS & GROUNDS OE	2,238.42			
01-201-26-335-030	GARBAGE CONTRACT	67,257.12			
01-201-27-340-020	ANIMAL CONTROL OE	3,187.50			
01-201-28-375-020	PARKS & PLAYGROUNDS OE	425.00			
01-201-31-430-020	ELECTRICITY	577.22			
01-201-31-447-020	HEATING OIL	6,104.72			
01-201-31-460-020	GASOLINE	7,210.43			
01-201-32-465-000	RECYCLING TAX APPROP.	303.09			
01-201-43-496-020	Musconetcong Sewer Fees	10,880.66			
01-203-20-110-020	(2024) MAYOR & COUNCIL OE		4,960.00		
01-203-20-120-020	(2024) CLERK OE		106.50		
01-203-20-130-020	(2024) FINANCE ADMINISTRATION OE		187.61		
01-203-20-135-020	(2024) AUDIT		18,360.00		
01-203-20-165-020	(2024) ENGINEERING		406.00		
01-203-21-180-020	(2024) PLANNING BD OE		3,213.25		
01-203-25-240-020	(2024) POLICE OE		39.86		
01-203-25-265-020	(2024) FIRE OE		375.00		
01-203-26-290-020	(2024) ROAD REPAIR & MAINT OE		9,115.20		
01-203-26-292-020	(2024) FLEET MAINTENANCE		68.16		
01-203-31-430-020	(2024) ELECTRICITY		194.47		
01-203-31-435-020	(2024) STREET LIGHTING		2,496.70		
01-203-31-460-020	(2024) GASOLINE		4,243.43		
01-213-07-000-000	RESERVE - FEDERAL/STATE GRANTS			179.55	
01-260-05-100	Due to Claims			0.00	416,700.60

TOTALS FOR	Current fund	372,754.87	43,766.18	179.55	416,700.60
=====					
04-215-55-042-000	VARIOUS STREET IMPROVEMENTS (004-2022)			5,695.71	
04-260-05-100	Due to Claims			0.00	5,695.71

TOTALS FOR	Capital	0.00	0.00	5,695.71	5,695.71
=====					
05-201-55-503-000	MSA Fees	16,320.99			
05-260-05-100	Due to Claims			0.00	16,320.99

TOTALS FOR	Sewer	16,320.99	0.00	0.00	16,320.99
=====					
18-260-05-100	Due to Claims			0.00	70.00
18-280-56-000	Reserve For Developers Deposits			70.00	

TOTALS FOR	Developers Escrow Fund Fulton Bank	0.00	0.00	70.00	70.00
=====					
19-260-05-100	Due to Claims			0.00	2,263.92
19-286-56-000-400	Reserve - Uniform Construction Code			2,263.92	

TOTALS FOR	Other Trust	0.00	0.00	2,263.92	2,263.92
=====					
20-260-05-100	Due to Claims			0.00	5,320.75
20-286-56-011-000	TRIPS			3,965.00	
20-286-56-300-000	PROGRAMMING			1,355.75	

TOTALS FOR	Recreation Trust	0.00	0.00	5,320.75	5,320.75
=====					
24-260-05-100	Due to Claims			0.00	6,704.26
24-280-56-000	Reserve for Developers Escrow Deposits			6,430.26	
24-280-56-001	Elizabethtown Gas Co. - #9707753709			201.50	
24-280-56-144	Veolia Water NJ (8 Mountain Ave) - 9778			37.50	
24-280-56-175	North Shore Water Assoc. - #9707758682			35.00	

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

TOTALS FOR	Developers Escrow - VNB	0.00	0.00	6,704.26	6,704.26
		=====	=====	=====	=====

Total to be paid from Fund 01 Current fund	416,700.60
Total to be paid from Fund 04 Capital	5,695.71
Total to be paid from Fund 05 Sewer	16,320.99
Total to be paid from Fund 18 Developers Escrow Fund Fulton Bank	70.00
Total to be paid from Fund 19 Other Trust	2,263.92
Total to be paid from Fund 20 Recreation Trust	5,320.75
Total to be paid from Fund 24 Developers Escrow - VNB	6,704.26

	453,076.23

Checks Previously Disbursed

2025009	PITNEY BOWES RESERVE ACCT	PO# 30078	POSTAGE REFILL	1,000.00	1/30/2025
2025009	PITNEY BOWES RESERVE ACCT	PO# 30078	POSTAGE REFILL	1,000.00	1/30/2025
2025010	BYRAM TWP BD OF EDUCATION	PO# 29914	JANUARY - JUNE 2025 SCHOOL TAX LEV	1,129,230.67	2/03/2025
2025011	LENAPE VALLEY REGIONAL H S	PO# 29915	JANUARY - JUNE 2025 REGIONAL SCHOO	601,661.33	2/03/2025

				1,732,892.00	

Totals by fund	Previous Checks/Voids	Current Payments	Total

Fund 01 Current fund	1,731,892.00	416,700.60	2,148,592.60
Fund 04 Capital		5,695.71	5,695.71
Fund 05 Sewer		16,320.99	16,320.99
Fund 12 Animal Trust	1,000.00		1,000.00
Fund 18 Developers Escrow Fund Fulton Bank		70.00	70.00
Fund 19 Other Trust		2,263.92	2,263.92
Fund 20 Recreation Trust		5,320.75	5,320.75
Fund 24 Developers Escrow - VNB		6,704.26	6,704.26

BILLS LIST TOTALS	1,732,892.00	453,076.23	2,185,968.23
			=====

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

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
Current fund					
DEPARTMENT 100					
01-201-20-100-202	30145 NJMMA		2025 FULL MEMBERSHIP RENEWAL - NJ MUNICI	300.00	
	Dues & Memberships		TOTAL FOR ACCOUNT		300.00
01-201-20-100-216	30013 NAVITEND		JANUARY 2025 COMPUTER SERVICES	3,860.00	
	30013 NAVITEND		FEBRUARY 2025 COMPUTER SERVICES	4,295.31	
	30014 NAVITEND		BUSINESS CONTINUITY AND DISASTER RECOVER	4,345.20	
	Computer Services		TOTAL FOR ACCOUNT		12,500.51
01-201-20-100-250	30107 VERIZON WIRELESS		Community Relations - iPad - Acct #28217	38.01	
	30107 VERIZON WIRELESS		Administration - iPad - Acct #282179761-	38.01	
	Cell Phone -Administration		TOTAL FOR ACCOUNT		76.02
TOTAL for DEPARTMENT 100					=====12,876.53
DEPARTMENT 110					
01-201-20-110-200	29947 RONETCO SUPERMARKETS, INC		REORG MEETING - REFRESHMENTS	28.77	
	Office Supplies		TOTAL FOR ACCOUNT		28.77
01-203-20-110-204	29904 GENERAL CODE		2024 ORDINANCE CODIFICATION	4,960.00	
	(2024) Codifications		TOTAL FOR ACCOUNT		4,960.00
TOTAL for DEPARTMENT 110					=====4,988.77
DEPARTMENT 120					
01-203-20-120-207	29651 RR DONNELLEY		CERTIFIED COPY OF VITAL RECORD (PURPLE)	106.50	
	(2024) Printing		TOTAL FOR ACCOUNT		106.50
TOTAL for DEPARTMENT 120					=====106.50
DEPARTMENT 130					
01-201-20-130-209	29970 KONICA MINOLTA PREMIER FINANCE		FEBRUARY 2025 LEASE	111.70	
	Copy Machine		TOTAL FOR ACCOUNT		111.70
01-203-20-130-209	28586 KONICA MINOLTA PREMIER FINANCE		NOVEMBER 2024 - JANUARY 2025 CLICKS	187.61	
	(2024) Copy Machine		TOTAL FOR ACCOUNT		187.61
TOTAL for DEPARTMENT 130					=====299.31

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

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 135					
01-203-20-135-020	30139	NISIVOCCIA, LLP	PROFESSIONAL FEES ON ACCOUNT FOR AUDITIN	18,360.00	
	(2024)	AUDIT	TOTAL FOR ACCOUNT		18,360.00
TOTAL for DEPARTMENT 135					18,360.00
DEPARTMENT 145					
01-201-20-145-203	29936	IPD	02/05/2025 WEBINAR - REFRESHER TO MS EXC	50.00	
		Seminars & Meetings	TOTAL FOR ACCOUNT		50.00
TOTAL for DEPARTMENT 145					50.00
DEPARTMENT 165					
01-203-20-165-020	28242	HAROLD E. PELLOW & ASSOCIATES,	NOVEMBER 2024 SERVICES - IMPROVEMENTS TO	406.00	
	(2024)	ENGINEERING	TOTAL FOR ACCOUNT		406.00
TOTAL for DEPARTMENT 165					406.00
DEPARTMENT 180					
01-203-21-180-215	30035	MARAZITI FALCON, LLP	NOVEMBER 2024 PLANNING BOARD ATTORNEY SE	1,452.50	
	(2024)	Legal Services	TOTAL FOR ACCOUNT		1,452.50
01-203-21-180-218	29977	HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 11/07/2024	142.00	
	(2024)	Engineering Fees	TOTAL FOR ACCOUNT		142.00
01-203-21-180-224	29967	VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & PAUL GLIETZ'S MEMO	875.00	
	29967	VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & REPORT/MEMO REGARDING	437.50	
	29967	VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL FROM PAUL GLIETZ	52.50	
	29967	VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL	35.00	
	29967	VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & ECOURTS WEBSITE NOTIC	131.25	
	29967	VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & DRAFTING OF E-MAIL RE	87.50	
	(2024)	Affordable Housing	TOTAL FOR ACCOUNT		1,618.75
TOTAL for DEPARTMENT 180					3,213.25
DEPARTMENT 185					
01-201-21-185-272	30107	VERIZON WIRELESS	Zoning - iPad - Acct #282179761-0002	38.01	
		Miscellaneous	TOTAL FOR ACCOUNT		38.01

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

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 185					
TOTAL for DEPARTMENT 185					38.01
DEPARTMENT 210					
01-201-23-210-233	30083	STATEWIDE C/O M. LUSTBADER Other Insurance	1st Qtr 2025 - All Lines Installment	57,293.75	57,293.75
TOTAL FOR ACCOUNT					57,293.75
TOTAL for DEPARTMENT 210					57,293.75
DEPARTMENT 215					
01-201-23-215-020	30083	STATEWIDE C/O M. LUSTBADER WORKERS COMP	1st Qtr 2025 - Workers Compensation Inst	20,556.00	20,556.00
TOTAL FOR ACCOUNT					20,556.00
TOTAL for DEPARTMENT 215					20,556.00
DEPARTMENT 220					
01-201-23-220-230	30138	STATE OF NEW JERSEY	FEBRUARY 2025 HEALTH INSURANCE PREMIUMS	41,349.89	133,202.54
	30012	NOR. JERSEY MUN EMP BENFT FUND	FEBRUARY 2025 DENTAL INSURANCE PREMIUMS	6,841.00	
	29998	THE STANDARD INSURANCE CO.	FEBRUARY 2025 LIFE INSURANCE PREMIUMS -	1,722.67	
	30138	STATE OF NEW JERSEY	FEBRUARY 2025 HEALTH INSURANCE PREMIUMS	83,288.98	
TOTAL FOR ACCOUNT					133,202.54
TOTAL for DEPARTMENT 220					133,202.54
DEPARTMENT 240					
01-201-25-240-209	29973	KONICA MINOLTA PREMIER FINANCE Copy Machine	FEBRUARY 2025 LEASE	130.19	130.19
TOTAL FOR ACCOUNT					130.19
01-201-25-240-250	30106	VERIZON WIRELESS Cell Phone - Police	Detective Phone - Acct #282179761-00001	82.68	82.68
TOTAL FOR ACCOUNT					82.68
01-203-25-240-209	28585	KONICA MINOLTA PREMIER FINANCE (2024) Copy Machine	09/29/24-12/28/24 PD COPY MACHINE CLICKS	0.81	0.81
TOTAL FOR ACCOUNT					0.81
01-203-25-240-268	29726	BROWNELLS, INC.	ITEM #100010589 - TLR REMOTE SWITCH	29.06	39.05
	29726	BROWNELLS, INC.	SHIPPING FEE	9.99	
TOTAL FOR ACCOUNT					39.05
TOTAL for DEPARTMENT 240					252.73

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

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 250					
01-201-25-250-020	30146	VERIZON WIRELESS	FIRE DEPT IPADS - ACCT #742195349-00001	114.03	
	POLICE RADIO & COMM & 911		TOTAL FOR ACCOUNT		114.03
					=====
TOTAL for DEPARTMENT 250					114.03
DEPARTMENT 253					
01-201-25-253-503	30052	ANDOVER, TOWNSHIP OF	1ST QUARTER 2025 JOINT MUNICIPAL COURT	37,345.53	
	Contractual Services		TOTAL FOR ACCOUNT		37,345.53
					=====
TOTAL for DEPARTMENT 253					37,345.53
DEPARTMENT 265					
01-201-25-265-015	30070	SPARTA, TOWNSHIP OF	JANUARY 2025 FIRE PREVENTION	525.00	
	FIRE PREVENTION OE		TOTAL FOR ACCOUNT		525.00
01-201-25-265-211	30024	FIRST ARRIVING IO, INC.	DIGITAL DASHBOARD RENEWAL - ANNUAL STAND	1,587.00	
	Service/Maintenance		TOTAL FOR ACCOUNT		1,587.00
01-201-25-265-266	30090	ATLANTIC COMMUNICATIONS, INC	CHIEF'S CAR RADIO - MAINTENANCE & ANTENN	250.00	
	Radio Repairs Upgrade		TOTAL FOR ACCOUNT		250.00
01-203-25-265-266	29694	ATLANTIC COMMUNICATIONS, INC	REPROGRAMMING OF SIX (6) APPARATUS RADIO	375.00	
	(2024) Radio Repairs Upgrade		TOTAL FOR ACCOUNT		375.00
					=====
TOTAL for DEPARTMENT 265					2,737.00
DEPARTMENT 290					
01-201-26-290-220	29916	NAPA AUTO PARTS	DIESEL FUEL ADDITIVE	29.97	
	29916	NAPA AUTO PARTS	DIESEL FUEL ADDITIVE	89.91	
	29916	NAPA AUTO PARTS	HOWES DSL FUEL ADDITIVE	14.99	
	29920	DOVER BRAKE & CLUTCH CO., INC.	MELT DOWN	124.00	
	30061	LINDE GAS & EQUIPMENT, INC.	INDUSTRIAL ACETYLENE LEASE 12/20/24-01/2	42.48	
	30061	LINDE GAS & EQUIPMENT, INC.	INDUSTRIAL HIGH PRESSURE LEASE 12/20/24-	56.64	
	29916	NAPA AUTO PARTS	HOWES DSL FUEL ADDITIVE	89.94	
	29916	NAPA AUTO PARTS	FUEL FILTER	15.44	
	Operating Maintenance		TOTAL FOR ACCOUNT		463.37
01-201-26-290-250	30107	VERIZON WIRELESS	DPW - Assistant Supervisor Acct #2821797	51.04	
	30144	VERIZON WIRELESS	DPW IPAD - ACCT #642119479-00001	38.01	
	Cell Phone - DPW		TOTAL FOR ACCOUNT		89.05
01-201-26-290-291	29933	PECKHAM MATERIALS CORP	01/14/2025 - WINTER CALCIUM CHLORIDE - 4	5,383.68	
	Liquid De-Icer		TOTAL FOR ACCOUNT		5,383.68

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

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total	
DEPARTMENT 290						
01-201-26-290-292	30104	TREE KING, INC.	Removal of double ash 12-18", marked w/o	800.00		
		Miscellaneous	TOTAL FOR ACCOUNT		800.00	
01-203-26-290-248	29440	POWERCO, INC.	Land Pride Skid Cutter (LP2034) Contract	8,223.75		
	29942	R & R TOOLS, LLC	Itm #LS61900 - HD Bearing & Seal Driver	370.65		
	30005	HAMBURG PLUMBING SUPPLY CO., INC.	Item #3290 - Plasco Steel Blade Inside C	21.00		
		(2024) Minor Equip	TOTAL FOR ACCOUNT		8,615.40	
01-203-26-290-254	30058	REUTHER MATERIAL COMPANY	SV-RM-CON0010 - Wood Pallet Deposit - 01	27.00		
	30058	REUTHER MATERIAL COMPANY	BL-OLD-M001001 - CMU - Catch Basin Block	472.80		
		(2024) Drainage Supplies	TOTAL FOR ACCOUNT		499.80	
					=====	
TOTAL for DEPARTMENT 290					15,851.30	
DEPARTMENT 292						
01-201-26-292-270	29921	SERVICE TIRE TRUCK CENTER, INC.	NEW WHEEL - 17X6.5 - 8 LUG FORD DUAL	183.64		
	29921	SERVICE TIRE TRUCK CENTER, INC.	DISMOUNT/MOUNT - NO VEHICLE	25.00		
	29921	SERVICE TIRE TRUCK CENTER, INC.	VALVE - TR 501, 500, 57	8.50		
	29916	NAPA AUTO PARTS	OIL DRAIN PLUG	4.19		
	30102	REED SYSTEMS, LTD	Controller for HV715EP	270.69		
	30003	DUJETS CORPORATION	SKU #900-9902-00 - Blade M150Xp-280Xp-1/	167.28		
	30003	DUJETS CORPORATION	SKU #980-0507-77 - Anvil 4-Sided w/Hardw	242.82		
	29921	SERVICE TIRE TRUCK CENTER, INC.	L24575R17 - 121S GOODHEAR WRL WORKHORSE	159.00		
	29920	DOVER BRAKE & CLUTCH CO., INC.	LIGHT, FLOOD, 12-24 VDC, 6	75.00		
	29918	FRED BEANS FORD OF WASHINGTON	WIRE	47.87		
	29918	FRED BEANS FORD OF WASHINGTON	SNS CAMERA	704.27		
	29916	NAPA AUTO PARTS	NAPA GOLD FUEL FILTER	17.90		
	29916	NAPA AUTO PARTS	NAPA GOLD FUEL FILTER	16.65		
	29916	NAPA AUTO PARTS	FUEL FILTER	15.44		
	29918	FRED BEANS FORD OF WASHINGTON	WIRING	69.25		
	29916	NAPA AUTO PARTS	SHOP TOWELS	3.62		
			TOTAL FOR ACCOUNT		2,011.12	
	01-201-26-292-280	29921	SERVICE TIRE TRUCK CENTER, INC.	P27555R20 - 113V GOODYEAR EAGLE ENFORCER	1,440.00	
		29921	SERVICE TIRE TRUCK CENTER, INC.	DISMOUNT/MOUNT SPIN BALANCE	95.80	
29916		NAPA AUTO PARTS	ENGINE OIL FILTER	13.32		
29916		NAPA AUTO PARTS	WORKLIGHT	38.64		
29921		SERVICE TIRE TRUCK CENTER, INC.	SCRAP TIRE DISPOSAL	28.00		
29921		SERVICE TIRE TRUCK CENTER, INC.	VALVE - PASSENGER	16.00		
		Police Dept. Fleet	TOTAL FOR ACCOUNT		1,631.76	
01-203-26-292-270	29943	REED SYSTEMS, LTD	ITEM #8892230 - Strobe Lights (HL-1)	68.16		
		(2024) DPW Fleet	TOTAL FOR ACCOUNT		68.16	
					=====	
TOTAL for DEPARTMENT 292					3,711.04	

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

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 310					
		30069 GARDEN STATE LABORATORIES, INC.	01/16/2025 WATER TESTING - VOC'S	250.00	
		29996 DELSEA TERMITE & PEST CONTROL	01/02/2025 MONTHLY PEST CONTROL - LEE HI	32.00	
		30080 ORGERA, MICHAEL	Service Fee	1.65	
		30091 AQUA NJ	JANUARY 2025 LEE HILL WATER SERVICE	35.66	
		30069 GARDEN STATE LABORATORIES, INC.	01/16/2025 WATER TESTING - SAMPLING FEE	40.00	
		30080 ORGERA, MICHAEL	DEP UST Annual Renewal	50.00	
		30069 GARDEN STATE LABORATORIES, INC.	01/13/2025 WATER TESTING - TOTAL COLIFOR	110.00	
		30015 ROYALTY CLEANING SERVICES, LLC	JANUARY 2025 JANITORIAL SERVICES	709.15	
		30069 GARDEN STATE LABORATORIES, INC.	01/13/2025 WATER TESTING - VOC'S	250.00	
		30069 GARDEN STATE LABORATORIES, INC.	01/13/2025 WATER TESTING - SAMPLING FEE	40.00	
		29996 DELSEA TERMITE & PEST CONTROL	01/22/2025 MONTHLY PEST CONTROL - MUNICI	63.00	
		29996 DELSEA TERMITE & PEST CONTROL	01/22/2025 MONTHLY PEST CONTROL - CO JOH	48.00	
		30004 ABLE SECURITY LOCKSMITHS	Paddle	153.00	
		30004 ABLE SECURITY LOCKSMITHS	Strike	139.00	
		29961 WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS DEPOSIT	-54.00	
		30004 ABLE SECURITY LOCKSMITHS	Service Call & Labor	266.50	
		29961 WB MASON CO., INC.	DEPOSIT - 5 GALLON WATER JUGS	54.00	
		29961 WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS DEPOSIT	-6.00	
		29961 WB MASON CO., INC.	DEPOSIT - 5 GALLON WATER JUGS	54.00	
		29961 WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS DEPOSIT	-54.00	
		29961 WB MASON CO., INC.	5 GALLON WATER JUGS	40.23	
		29961 WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS DEPOSIT	-24.00	
		29961 WB MASON CO., INC.	5 GALLON WATER JUGS	40.23	
01-201-26-310-220		Operating Maintenance	TOTAL FOR ACCOUNT		2,238.42
TOTAL for DEPARTMENT 310					2,238.42
DEPARTMENT 335					
		29968 BLUE DIAMOND DISPOSAL, INC.	JANUARY 2025 GARBAGE CONTRACT	56,750.00	
		29969 SCMUA	01/14/2025 GARBAGE DISPOSAL	5,714.80	
		29969 SCMUA	01/21/2025 GARBAGE DISPOSAL	4,792.32	
01-201-26-335-030		GARBAGE CONTRACT	TOTAL FOR ACCOUNT		67,257.12
TOTAL for DEPARTMENT 335					67,257.12
DEPARTMENT 340					
		30073 HOPATCONG, BOROUGH OF	1ST QUARTER 2025 ANIMAL CONTROL SERVICES	3,187.50	
01-201-27-340-206		Animal Contract	TOTAL FOR ACCOUNT		3,187.50
TOTAL for DEPARTMENT 340					3,187.50

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

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 375					
01-201-28-375-203	30110	NJRPA	50TH NJRPA ANNUAL CONFERENCE DELEGATES R	425.00	
	Seminars & Meetings		TOTAL FOR ACCOUNT		425.00
					=====
TOTAL for DEPARTMENT 375					425.00
DEPARTMENT 430					
01-201-31-430-661	29986	FINCH FUEL OIL CO, INC.	01/11/2025 HEATING OIL DELIVERY - 217 GA	577.22	
	P & R Utilities		TOTAL FOR ACCOUNT		577.22
01-203-31-430-661	30105	JCP&L	BALLFIELD WELL, ROSEVILLE RD. - ACCT #10	121.62	
	30085	JCP&L	TAMARACK PARK - ACCT #100116096270	72.85	
	(2024) P & R Utilities		TOTAL FOR ACCOUNT		194.47
					=====
TOTAL for DEPARTMENT 430					771.69
DEPARTMENT 435					
01-203-31-435-020	30084	JCP&L	RT. 206/TAMARACK RD - ACCT #100128762331	62.66	
	30088	JCP&L	STREET LIGHTING ACCT #100000676781	2,010.55	
	30087	JCP&L	STREET LIGHTING ACCT #100000676716	423.49	
	(2024) STREET LIGHTING		TOTAL FOR ACCOUNT		2,496.70
					=====
TOTAL for DEPARTMENT 435					2,496.70
DEPARTMENT 447					
01-201-31-447-619	29986	FINCH FUEL OIL CO, INC.	01/11/2025 HEATING OIL DELIVERY - 339 GA	901.74	
	Rescue Squad		TOTAL FOR ACCOUNT		901.74
01-201-31-447-663	29986	FINCH FUEL OIL CO, INC.	01/11/2025 HEATING OIL DELIVERY - 425 GA	1,130.51	
	Publ Bldgs/Grounds Utilities		TOTAL FOR ACCOUNT		1,130.51
01-201-31-447-670	29986	FINCH FUEL OIL CO, INC.	01/11/2025 HEATING OIL DELIVERY - 726 GA	1,931.16	
	DPW Utilities		TOTAL FOR ACCOUNT		1,931.16
01-201-31-447-675	29986	FINCH FUEL OIL CO, INC.	01/11/2025 HEATING OIL DELIVERY - 625 GA	1,662.51	
	29986	FINCH FUEL OIL CO, INC.	01/11/2025 HEATING OIL DELIVERY - 180 GA	478.80	
	Fire Dept Utilities		TOTAL FOR ACCOUNT		2,141.31
					=====
TOTAL for DEPARTMENT 447					6,104.72

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

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 460					
01-201-31-460-670	29987	ALLIED OIL, LLC	01/21/2025 GASOLINE DELIVERY - 2,936.20	7,210.43	
	DPW Utilities		TOTAL FOR ACCOUNT		7,210.43
01-203-31-460-670	29964	ALLIED OIL, LLC	12/31/24 - GASOLINE DELIVERY - 1,797.30	4,243.43	
	(2024) DPW Utilities		TOTAL FOR ACCOUNT		4,243.43
TOTAL for DEPARTMENT 460					11,453.86
DEPARTMENT 465					
01-201-32-465-000	29969	SCMUA	01/21/2025 RECYCLING TAX	138.24	
	29969	SCMUA	01/14/2025 RECYCLING TAX	164.85	
	RECYCLING TAX APPROP.		TOTAL FOR ACCOUNT		303.09
TOTAL for DEPARTMENT 465					303.09
DEPARTMENT 496					
01-201-43-496-020	30126	MUSCONETCONG SEWERAGE AUTHORIT	1ST QTR 2025 SEWERAGE FEES	10,880.66	
	Musconetcong Sewer Fees		TOTAL FOR ACCOUNT		10,880.66
TOTAL for DEPARTMENT 496					10,880.66
DEPARTMENT 776					
01-214-24-776-004	29930	SCMUA	01/13/25 BRUSH DISPOSAL	108.45	
	29930	SCMUA	01/14/25 BRUSH DISPOSAL	71.10	
	2024 - Clean Communities		TOTAL FOR ACCOUNT		179.55
TOTAL for DEPARTMENT 776					179.55
Capital					
DEPARTMENT 042					
04-215-55-042-000	28829	RIVERVIEW PAVING, INC.	FINAL DRAWDOWN	5,695.71	
	VARIOUS STREET IMPROVEMENTS (004-2022)		TOTAL FOR ACCOUNT		5,695.71
TOTAL for DEPARTMENT 042					5,695.71

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

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
Sewer					
DEPARTMENT 503					
05-201-55-503-000	30126	MUSCONETCONG SEWERAGE AUTHORIT	1ST QTR 2025 SEWERAGE FEES	16,320.99	
		MSA Fees	TOTAL FOR ACCOUNT		16,320.99
					=====
TOTAL for DEPARTMENT 503					16,320.99
Developers Escrow Fund Fulton Bank					
DEPARTMENT 042					
18-280-56-042	30037	MARAZITI FALCON, LLP	REVIEW REVISED CROSS EASEMENT FOR VENTUR	70.00	
		Venture II, LLC - #1101154815	TOTAL FOR ACCOUNT		70.00
					=====
TOTAL for DEPARTMENT 042					70.00
Other Trust					
DEPARTMENT 000					
19-286-56-000-421	29972	KONICA MINOLTA PREMIER FINANCE	FEBRUARY 2025 LEASE PAYMENT	46.61	
	28113	KONICA MINOLTA PREMIER FINANCE	DECEMBER 2024 - UCC COPY MACHINE - CLICK	33.89	
		Uniform Construction Code - Other Expenses	TOTAL FOR ACCOUNT		80.50
19-286-56-000-422	30138	STATE OF NEW JERSEY	FEBRUARY 2025 HEALTH INSURANCE PREMIUMS	2,073.42	
	30012	NOR. JERSEY MUN EMP BENFT FUND	FEBRUARY 2025 DENTAL INSURANCE PREMIUMS	110.00	
		Uniform Construction Code - Fringe Benefits	TOTAL FOR ACCOUNT		2,183.42
					=====
TOTAL for DEPARTMENT 000					2,263.92
Recreation Trust					
DEPARTMENT 011					
20-286-56-011-001	30064	LAKELAND BUS LINES, INC.	DEPOSIT	300.00	
	30027	LAKELAND BUS LINES, INC.	CHARTER BUS FOR PHILADELPHIA FLOWER SHOW	1,425.00	
	30062	THE PENNSYLVANIA HORTICULTURAL SOCIETY	2025 PHILADELPHIA FLOWER SHOW	1,925.00	
	30062	THE PENNSYLVANIA HORTICULTURAL SOCIETY	PROCESSING FEE	15.00	
	30065	LAKELAND BUS LINES, INC.	DEPOSIT	300.00	
		CONSIGNMENT TICKETS	TOTAL FOR ACCOUNT		3,965.00
					=====
TOTAL for DEPARTMENT 011					3,965.00

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

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 300					
20-286-56-300-001	30060	MINI MOVERS DANCE, LLC	SEPTEMBER 2024 MINI MOVERS DANCE CLASSE	156.00	
	30060	MINI MOVERS DANCE, LLC	SEPTEMBER 2024 MINI MOVERS DANCE CLASSE	156.00	
	DANCE CLASSES		TOTAL FOR ACCOUNT		312.00
20-286-56-300-004	30079	OLIVE LISA, LLC	02/09/2025 - CHARCUTERIE CLASS	160.00	
	30051	CHEF IT UP 2 GO SUSSEX CTY	JR. CHEF COOKING CLASS SESSION 2 - FAVOR	42.50	
	30051	CHEF IT UP 2 GO SUSSEX CTY	JR. CHEF COOKING CLASS SESSION 2 - FAVOR	21.25	
	30063	OLIVE LISA, LLC	11/13/2024 - CHARCUTERIE CLASS	160.00	
	30051	CHEF IT UP 2 GO SUSSEX CTY	JR. CHEF COOKING CLASS SESSION 2 - FAVOR	510.00	
	FOOD CLASSES		TOTAL FOR ACCOUNT		893.75
20-286-56-300-005	29979	HUNSINGER, JENNY	REFUND - JEWELRY MAKING - LOW ENROLLMENT	150.00	
	CRAFT CLASSES		TOTAL FOR ACCOUNT		150.00
TOTAL for DEPARTMENT 300				=====	1,355.75
Developers Escrow - VNB					
DEPARTMENT 001					
24-280-56-001-001	29965	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	116.00	
	29965	HAROLD E. PELLOW & ASSOCIATES,	TYPE MISCELLANEOUS	85.50	
	Elizabethtown Gas Co. - 5 Braemar Ct		TOTAL FOR ACCOUNT		201.50
TOTAL for DEPARTMENT 001				=====	201.50
DEPARTMENT 030					
24-280-56-030	30046	HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 10/01/2024	213.00	
	16Rt206StanhopeNJ, LLC - #9707753048		TOTAL FOR ACCOUNT		213.00
TOTAL for DEPARTMENT 030				=====	213.00
DEPARTMENT 035					
24-280-56-035	30045	HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	112.50	
	30045	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	71.00	
	Nissan of Stanhope, LLC - #9707753291		TOTAL FOR ACCOUNT		183.50
TOTAL for DEPARTMENT 035				=====	183.50

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

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 048					
	30047	HAROLD E. PELLOW & ASSOCIATES,	CHECK PLAN VS. FIELD	363.38	
	30047	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	213.00	
	30047	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	290.00	
24-280-56-048		Paramount Carter Venture, LLC - #9707755047	TOTAL FOR ACCOUNT		866.38
TOTAL for DEPARTMENT 048					866.38
DEPARTMENT 078					
	30039	MARAZITI FALCON, LLP	COMMUNICATIONS W/C. PHILLIPS REGARDING N	70.00	
	30039	MARAZITI FALCON, LLP	REVIEW TAX BILL & COMMUNICATIONS REGARDI	87.50	
	30039	MARAZITI FALCON, LLP	COMMUNICATIONS W/C. PHILLIPS REGARDING N	17.50	
	30039	MARAZITI FALCON, LLP	11/21/2024 - ATTENDANCE AT PUBLIC HEARIN	87.50	
	30039	MARAZITI FALCON, LLP	DRAFT RESOLUTION FOR COVIELLO APPLICATIO	175.00	
	30039	MARAZITI FALCON, LLP	COMMUNICATIONS W/C. PHILLIPS REGARDING N	17.50	
	30039	MARAZITI FALCON, LLP	REVIEW APPLICATION & LEGAL NOTICE; COMMU	70.00	
24-280-56-078		Landscapes By Lou, LLC - #9707758364	TOTAL FOR ACCOUNT		525.00
TOTAL for DEPARTMENT 078					525.00
DEPARTMENT 130					
	29951	HAROLD E. PELLOW & ASSOCIATES,	IN OFFICE RESEARCH	142.00	
	29951	HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 08/28/2024	71.00	
	29951	HAROLD E. PELLOW & ASSOCIATES,	ONSITE FIELD CHECK	284.00	
24-280-56-130		Timothy Cook - #9707750011	TOTAL FOR ACCOUNT		497.00
TOTAL for DEPARTMENT 130					497.00
DEPARTMENT 132					
	30036	MARAZITI FALCON, LLP	REVIEW & COMMENT ON PROPOSED DEED OF EAS	87.50	
24-280-56-132		Highland Ave Properties - #9707750013	TOTAL FOR ACCOUNT		87.50
TOTAL for DEPARTMENT 132					87.50
DEPARTMENT 144					
	30043	HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	56.25	
24-280-56-144		Veolia Water NJ (8 Mountain Ave) - 9778	TOTAL FOR ACCOUNT		56.25
	30048	HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	37.50	
24-280-56-144-001		Veolia Water NJ (Trout Brook Rd) - 9778	TOTAL FOR ACCOUNT		37.50

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

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 144					
TOTAL for DEPARTMENT 144					=====93.75
DEPARTMENT 162					
24-280-56-162	29949	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	58.00	
	29948	HAROLD E. PELLOW & ASSOCIATES,	ONSITE FIELD CHECK	50.63	
	Kimberly Perry - #9707751055		TOTAL FOR ACCOUNT		108.63
TOTAL for DEPARTMENT 162					=====108.63
DEPARTMENT 173					
24-280-56-173	29950	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	522.00	
	29950	HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 06/20/2024	35.50	
	29950	HAROLD E. PELLOW & ASSOCIATES,	PREPARE REPORTS/MEMOS	142.00	
	29950	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	71.00	
Mosaic Cafe, Inc. - #9707750862		TOTAL FOR ACCOUNT		770.50	
TOTAL for DEPARTMENT 173					=====770.50
DEPARTMENT 175					
24-280-56-175-002	30038	MARAZITI FALCON, LLP	COMMUNICATIONS W/U. LEO, ESQ., & C. STON	35.00	
	North Shore Water Association - Planning Bd		TOTAL FOR ACCOUNT		35.00
TOTAL for DEPARTMENT 175					=====35.00
DEPARTMENT 182					
24-280-56-182	29966	HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 11/06/2024	284.00	
	NJ Natural Gas Company - #9707751680		TOTAL FOR ACCOUNT		284.00
TOTAL for DEPARTMENT 182					=====284.00
DEPARTMENT 205					
24-280-56-205	30044	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	142.00	
	30044	HAROLD E. PELLOW & ASSOCIATES,	PREPARE REPORTS/MEMOS	213.00	
	Alexander Rubenstein - #9707758059		TOTAL FOR ACCOUNT		355.00

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

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 205					
TOTAL for DEPARTMENT 205					=====
					355.00
DEPARTMENT 215					
24-280-56-215	30067	HAROLD E. PELLOW & ASSOCIATES,	PREPARE REPORTS/MEMOS	71.00	
	30066	HAROLD E. PELLOW & ASSOCIATES,	ONSITE FIELD CHECK	71.00	
	30066	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	58.00	
	30066	HAROLD E. PELLOW & ASSOCIATES,	INSPECT - MISC	85.50	
	Sergey Tsulcanov - #9015053800		TOTAL FOR ACCOUNT		285.50
TOTAL for DEPARTMENT 215					=====
					285.50
DEPARTMENT 221					
24-280-56-221	29952	MARAZITI FALCON, LLP	COMMUNICATIONS W/C.PHILLIPS REGARDING SU	17.50	
	29953	MARAZITI FALCON, LLP	FINALIZE CHAMBERLIN RESOLUTION; COMMUNIC	35.00	
	29953	MARAZITI FALCON, LLP	10/03/2024 - ATTENDANCE AT CHAMBERLIN PU	105.00	
	29953	MARAZITI FALCON, LLP	COMMUNICATIONS W/C.STONER; REVISE RESOLU	70.00	
	29953	MARAZITI FALCON, LLP	REVIEW EMAIL FROM J.SABATINI REGARDING T	17.50	
	29953	MARAZITI FALCON, LLP	DRAFT RESOLUTION FOR CHAMBERLIN APPLICAT	682.50	
	29952	MARAZITI FALCON, LLP	REVIEW ENGINEERING REPORT FOR CHAMBERLIN	52.50	
	29953	MARAZITI FALCON, LLP	DRAFT RESOLUTION FOR CHAMBERLIN APPLICAT	52.50	
	29952	MARAZITI FALCON, LLP	COMMUNICATIONS W/C.PHILLIPS REGARDING WH	17.50	
	Tom Chamberlin - #1756160401		TOTAL FOR ACCOUNT		1,050.00
TOTAL for DEPARTMENT 221					=====
					1,050.00
DEPARTMENT 228					
24-280-56-228	30040	MARAZITI FALCON, LLP	REVIEW COMMUNICATIONS & REVISE ARCHITECT	35.00	
Scully Properties, LLC - #4445377902		TOTAL FOR ACCOUNT		35.00	
TOTAL for DEPARTMENT 228					=====
					35.00
DEPARTMENT 243					
24-280-56-243	29954	HAROLD E. PELLOW & ASSOCIATES,	PREPARE REPOPRTS/MEMOS	35.50	
	29954	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	290.00	
Oluwasijibomi Oluwalanke - #9943438501		TOTAL FOR ACCOUNT		325.50	
TOTAL for DEPARTMENT 243					=====
					325.50

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

Meeting Date: 02/04/2025 For bills from 01/18/2025 to 01/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 244					
	30042	MARAZITI FALCON, LLP	11/21/2024 - ATTENDANCE AT PUBLIC HEARIN	157.50	
	30042	MARAZITI FALCON, LLP	DRAFT RESOLUTION FOR DEL FRANCO	210.00	
	30042	MARAZITI FALCON, LLP	COMMUNICATIONS REGARDING LEGAL NOTICE FO	70.00	
24-280-56-244		David Del Franco - #2901169800	TOTAL FOR ACCOUNT		437.50
TOTAL for DEPARTMENT 244				=====	437.50

DEPARTMENT 245					
	30041	MARAZITI FALCON, LLP	DRAFT RESOLUTION FOR KOVAL APPLICATION	210.00	
	30041	MARAZITI FALCON, LLP	11/07/2024 - ATTENDANCE AT PLANNING BOAR	87.50	
	30041	MARAZITI FALCON, LLP	REVIEW & REVISE RESOLUTION; FORWARD TO C	52.50	
24-280-56-245		Michael Sean Koval - #4492215906	TOTAL FOR ACCOUNT		350.00
TOTAL for DEPARTMENT 245				=====	350.00

**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: February 4, 2025

Cynthia Church, RMC
Township Clerk

Alexander Rubenstein
Mayor

BYRAM TOWNSHIP COUNCIL

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

NOTICE OF ADOPTION

NOTICE is hereby given that Ordinance 001-2025 was introduced and passed first reading at a meeting of the Township Council of the Township of Byram, held at the Byram Township Municipal Building, Mansfield Drive, Byram Township, New Jersey, on the 21st day of January 2025. The said ordinance was further considered for final adoption at a meeting of the Township Council of The Township of Byram, held at the Byram Municipal Building, 10 Mansfield Drive, Byram Township, New Jersey, on the 4th day of February at 7:30 p.m. at which time all persons were given the opportunity to be heard. It was finally passed and adopted and will be in full force in the Township according to law.

Cynthia Church, RMC
Township Clerk

TOWNSHIP OF BYRAM
ORDINANCE 002-2025

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF BYRAM AUTHORIZING THE ENFORCEMENT OF SUBTITLE 1, TITLE 39 OF THE REVISED STATUTES OF THE STATE OF NEW JERSEY TO BE APPLIED TO THE PROPERTY OWNED BY VENTURE TWO, LLC, 11 & 13 ROUTE 206, IN THE TOWNSHIP OF BYRAM

WHEREAS, Venture Two LLC., has requested that the Township enforce Subtitle 1, Title 39 of the Revised Statutes of the State of New Jersey at the property located at 11 & 13 Route 206, Township of Byram, County of Sussex, State of New Jersey (Tax Block 27, Lots 383 and 381.02) upon which it received site plan and variance approval from the Byram Township Planning Board for Conditional Use Variances and Amended Preliminary Site Plan; and

WHEREAS, N.J.S.A. 39:5A-1 authorizes the enforcement of Subtitle 1, Title 39 of the Revised Statutes of the State of New Jersey, the Motor Vehicle and Traffic Statutes, on private property upon receipt of a written request; and

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

Section 1. The written request made by Venture Two, LLC., to have Subtitle 1, Title 39 of the Revised Statutes of the State of New Jersey be applied to its property located at 11 & 13 Route 206, Township of Byram, County of Sussex, State of New Jersey (Tax Block 27, Lots 383 and 381.02) is hereby approved.

Section 2. Severability. If any provision of this ordinance or the application of this ordinance to any person or circumstances is held invalid, the remainder of this ordinance shall not be affected and shall remain in full force and effect.

Section 3. Repealer. All ordinances or parts of ordinances or resolutions inconsistent or in opposition to the provisions of this Ordinance are hereby repealed in their entirety.

Section 4. Effective Date. This ordinance shall take effect after publication and passage according to law.

Introduced: February 4, 2025 Adopted:

BY ORDER OF THE MAYOR AND COUNCIL OF BYRAM TOWNSHIP

	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 4th of February 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 18th 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