

**TOWNSHIP OF BYRAM
COUNCIL AGENDA, TUESDAY, MAY 21, 2024
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. Contract Negotiations
 - Eric M. Bernstein & Associates, LLC – Phil George

5. RETURN TO OPEN SESSION

6. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENT REFLECTION

7. APPROVAL OF AGENDA

8. CO JOHNSON PARK FINAL PLAN PRESENTATION by Dennis Keenan

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

- May 7, 2024 Regular & Closed Session Meeting Minutes

12. RESOLUTION NO. 096-2024 - Resolution of The Mayor and Council of the Township of Byram Confirming That the Private Right-of-Way, known as Sutton Lane, is a Private Common Driveway And Is Not A Public Street And Authorizing And Directing That The Mayor To Send The Attached Letter To The Property Owners Confirming Their Responsibility for Maintenance and Repair of The Private Right-Of-Way

13. 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 remove from the general order of business and considered in its normal sequence on the agenda.

- A. Resolution No. 094-2024 - Resolution of the Mayor and Council of the Township of Byram Requesting the Completion of an Engineering Study Regarding the Posted Speed Limit and Signage Along the Segment of County Route 605 (Stanhope Road) in Byram Township
- B. Resolution No. 095-2024 - Appointment of the Byram Township Emergency Management Council
- C. Resolution No. 097-2024 – Resolution Authorizing the Renewal of an Alcohol and Drug Testing Services Agreement Between the Township of Byram and Valley Health Systems Inc.
- D. Resolution No. 098-2024 - Resolution Authorizing 100% Disabled Veteran Exempt Status to Owner of Block 255, Lot 1 Refund of Taxes Paid For 2nd Quarter – 175 Lake Drive
- E. Resolution No. 099-2024 - Resolution Authorizing 100% Disabled Veteran Exempt Status to Owner of Block 365.02, Lot 5 Refund of Taxes Paid For 2nd Quarter – 10 Briar Lane
- F. Resolution No. 100-2024 - Resolution Authorizing 100% Disabled Veteran Exempt Status to Owner of Block 143, Lot 112 Refund of Taxes Paid For 2nd Quarter – 7 Ka-Ton-Ah Trail

- G. Resolution No. 101-2024 - Resolution Authorizing 100% Disabled Veteran Exempt Status to Owner of Block 278 Lot 603 Refund of Taxes Paid For 2nd Quarter – 10 Woodland Road
- H. Resolution No. 102-2024 - Resolution Authorizing 100% Disabled Veteran Exempt Status to Owner Of Block 5, Lot 678 Refund Of Taxes Paid For 2nd Quarter – 38 Belton Street
- I. Resolution No. 103-2024 – Authorization to Execute Change Order No. 2 for Proposed Basketball Court Rehabilitation at Carl O Johnson Park – Net Increase \$1,293.52
- J. Resolution No. 104-2024 – Final Acceptance of Improvements to Basketball Court Rehabilitation at Carl O. Johnson Park
- K. Resolution No. 105-2024 – Resolution to Award Bid for Proposed ADA Ramps for Various Streets – Not to Exceed \$45,562.65
- L. Resolution No. 106-2024 – Resolution to Authorize Estimated Property Tax Billing for the 3rd Quarter of 2024

14. APPROVAL OF MAY 21, 2024 BILL LIST

15. ORDINANCE – 2nd Reading / Public Hearing

ORDINANCE 007-2024 - AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWNSHIP AMENDING THE CODE OF BYRAM TO ADD A NEW CHAPTER ENTITLED “CHAPTER 212, TREE PRESERVATION” TO THE CODE TO CONTROL TREE REMOVAL AND REPLACEMENT IN ORDER TO REDUCE STORMWATER RUNOFF AND POLLUTANTS, AND TO PROMOTE INFILTRATION OF RAINWATER INTO THE SOIL

Purpose Statement: The purpose of this article is to protect trees and woodlands from indiscriminate destruction and damage, and further to reduce soil erosion and pollutant runoff, promote infiltration of rainwater into the soil, and protect the environment, public health, safety, and welfare.

16. ORDINANCE – 1st Reading / Introduction

- **ORDINANCE NO. 008-2024 - AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF BYRAM AMENDING CHAPTER 213 ENTITLED “STREETS AND SIDEWALKS” OF THE CODE**

Purpose Statement: The purpose of this Ordinance is to amend Chapter 213 entitled “Streets and Sidewalks” to update the Code section and to establish a five year moratorium on excavation in recently resurfaced or newly surfaced Township streets.

- **ORDINANCE NO. 009-2024 - AN ORDINANCE OF THE COUNCIL OF THE TOWNSHIP OF BYRAM ACCEPTING DEDICATIONS OF PORTIONS OF CARPENTER ROAD**

Purpose Statement: The purpose of this Ordinance is to accept portions of the street known as Carpenter Road.

- **ORDINANCE NO. 010-2024 - AN ORDINANCE OF THE COUNCIL OF THE TOWNSHIP OF BYRAM TO VACATE, RELEASE AND EXTINGUISH ANY PUBLIC RIGHTS IN PORTIONS OF THE STREETS AND ROADWAYS KNOWN AS DEER TRAIL AND PARTRIDGE ROAD PURSUANT TO N.J.S.A. 40:49-6 AND N.J.S.A. 40:67-21**

Purpose Statement: The purpose of this Ordinance is to vacate portions of the streets known as Deer Trail and Partridge Road and identified herein pursuant to N.J.S.A. 40:49-6 and N.J.S.A. 40:67-21.

17. ITEMS FOR DISCUSSION

- A. Fire Truck

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

From: [Joseph Sabatini](#)
To: [Alex Rubenstein](#); [Cindy Church](#); [Cris Franco](#); [Harvey Roseff](#); [John Gallagher](#); [Phil Crosson](#); [Ricky Proctor](#); [T Collins](#)
Cc: [Denis Keenan](#); [Michael Orgera](#); [Ashleigh Frueholz](#)
Subject: FW: CO Johnson - Field 8 - For Review
Date: Tuesday, May 14, 2024 3:40:36 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image009.png](#)
[Scoreboard.pdf](#)
[16801-005-GR-UT2-FIELD 8 UTILITY.pdf](#)
[16801-005-SP1-FIELD 8 SITE PLAN.pdf](#)

All,

Please find attached the revised draft plans from the last subcommittee meeting. Also, below are additional questions that were received with general response. These questions can be further discussed with the entire council.

Denis will be attending the next Council Meeting (5/21) to present the final plans. The objective is to receive final direction from a majority of the Council. I am expecting a revised draft estimate to be presented.

These plans need to be finalized to move forward with preparing bid specifications. If the ARP funds are being used to for this project, the guidance received regarding the obligation to commit the funds by end of the end year requires an awarded and an issued purchase order.

Thanks - Joe



Joseph W. Sabatini
Byram Township Manager

Phone: [973.347.2500](tel:973.347.2500) x129

10 Mansfield Drive, Stanhope, NJ 07874

From: Denis Keenan <Denis.Keenan@FPAengineers.com>
Sent: Monday, May 13, 2024 4:23 PM
To: Joseph Sabatini <jsabatini@byramtwp.org>
Cc: Ricky Proctor <rproctor@byramtwp.org>; Michael Orgera <morgera@byramtwp.org>; John Gallagher <jgallagher@byramtwp.org>; Phil Crosson <pcrosson@byramtwp.org>
Subject: RE: CO Johnson - Field 8 - For Review

Joe

Yes, I'll be at the meeting next week. A couple things to think about in response to your comments Joe:

- Link to scoreboard website if you would like to review options:
<https://www.daktronics.com/en-us/products/sports/football/scoreboard>
- Scoreboard - Also, look at the size. Roxbury is happy with this scoreboard, but we have also used it in Rockaway and they thought it was too small. Make sure you are comfortable with it. You can visit the horseshoe lake turf field to get a better understanding of the size. I think it is fine. – Scoreboard looks similar to what currently exists at COJ. Will it handle multiple sports? Yes, it will handle multiple sports. What I sent is a fairly simple score, timer, and quarter read out.
- Internet. Do you need internet pulled to the press box? If so, we typically provide empty conduit in our plans, and the Township gets the internet service wired. If you need the conduit, I need to know from where.

I believe internet should be something available throughout the park. Not sure that if you to run wired internet service to field. I think this should be a general discussion of get WiFi in the park. There is WiFi located near fieldhouse. So it sounds like you may be ok? Maybe you will need to add some wifi extenders on the field? That should probably be looked at by your IT person.

- A/V and Security – Do you plan on putting any cameras or speakers to the field? If so, we would specify the empty conduit and then you would get your Township vender separately to get that installed. But we would need to again know where you want the conduit.

Yes, there should be a sound system in the press box with speakers. Again is this a wireless solution or hardwire solution? If you intend on using wireless, you are probably going to need outlets to plug into. If you mount on the building, that would be easy to add outlets on the outside of the building. If you want mounted to the field lights, we will need to add separate 110 power to the poles. We just need to know if you want that so we can include in the plan, since it requires them to run a separate independent power line to the poles.

- ADA access – As we went further down the rabbit hole of ADA access, we realized that the current sidewalk has a section that is not ADA compliant. We put together a solution that I think is the simplest way to fix the access. It requires us to adjust some grades near the parking area to comply. We have it shown in the attached plans. I really just wanted you to be aware of that adjustment, and make sure there were no objections.

Denis Keenan, PE, CME, CFM

Regional Manager | Northwest New Jersey

Vice President



Main: 908-850-0977 | **Direct:** 732-312-9792 | **Cell:** 732-245-1983

700 Grand Avenue, Unit 5A, Hackettstown, NJ 07840

fpaengineers.com



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From: Joseph Sabatini <jsabatini@byramtwp.org>
Sent: Monday, May 13, 2024 6:08 AM
To: Denis Keenan <Denis.Keenan@FPAengineers.com>
Cc: Ricky Proctor <rproctor@byramtwp.org>; Michael Orgera <morgera@byramtwp.org>; John Gallagher <jgallagher@byramtwp.org>; Phil Crosson <pcrosson@byramtwp.org>
Subject: Fwd: CO Johnson - Field 8 - For Review

Hi Denis,

I am sharing Jack's comment below. Let me know if you want to have a quick call.

Otherwise, I expect you will attend next week's meeting and review the revised draft/estimate and to get answers to all final questions.

Thanks - Joe



Joseph W. Sabatini
Byram Township Manager

Phone: [973.347.2500](tel:973.347.2500) x129

10 Mansfield Drive, Stanhope, NJ 07874

From: John Gallagher <jgallagher@byramtwp.org>
Sent: Sunday, May 12, 2024 10:01 AM
To: Joseph Sabatini <jsabatini@byramtwp.org>

Subject: Re: CO Johnson - Field 8 - For Review

IM good with jumping on a call to go over the comments from Dennis.
The ADA H.C. viewing area looks like there is only 1 spot on each side of the field, I would think that there should be the same on each side of the bleachers. We should increase the pad size for the turn off to access the bleachers to accommodate the H.C. access.

Thank You

Jack Gallagher
Byram Township Councilmen
Cell-732-853-7384
Email: jgallagher@byramtwp.org
Sign up for township alerts: <https://local.nixle.com/signup/widget/i/15862>

From: Joseph Sabatini <jsabatini@byramtwp.org>
Sent: Thursday, May 9, 2024 9:47 AM
To: Denis Keenan <Denis.Keenan@FPAengineers.com>; John Gallagher <jgallagher@byramtwp.org>; Ricky Proctor <rproctor@byramtwp.org>
Cc: Michael Orgera <morgera@byramtwp.org>; Phil Crosson <pcrosson@byramtwp.org>; Stanley Wilkins <Stanley.Wilkins@FPAengineers.com>
Subject: RE: CO Johnson - Field 8 - For Review

Jack and Ricky, Do you want to setup a quick call to discuss comments from Denis?

Denis - I have offered my questions and comments below.

Joe



Joseph W. Sabatini
Byram Township Manager

Phone: [973.347.2500](tel:973.347.2500) x129

10 Mansfield Drive, Stanhope, NJ 07874

From: Denis Keenan <Denis.Keenan@FPAengineers.com>
Sent: Thursday, May 9, 2024 9:26 AM
To: Joseph Sabatini <jsabatini@byramtwp.org>; John Gallagher <jgallagher@byramtwp.org>; Ricky Proctor <rproctor@byramtwp.org>

Cc: Michael Orgera <morgera@byramtwp.org>; Phil Crosson <pcrosson@byramtwp.org>; Stanley Wilkins <Stanley.Wilkins@FPAengineers.com>

Subject: RE: CO Johnson - Field 8 - For Review

CO Johnson Field 8 Team,

I have a couple follow up items from our recent meeting. I attached a scoreboard we had installed at horseshoe lake. It is generic in its readout, so it works with multiple sports. There are many options and configurations, but I think if you are planning on multiple sports simple is better.

- Link to scoreboard website if you would like to review options:
<https://www.daktronics.com/en-us/products/sports/football/scoreboard>
- Scoreboard - Also, look at the size. Roxbury is happy with this scoreboard, but we have also used it in Rockaway and they thought it was too small. Make sure you are comfortable with it. You can visit the horseshoe lake turf field to get a better understanding of the size. I think it is fine. – **Scoreboard looks similar to what currently exists at COJ. Will it handle multiple sports?**
- Internet. Do you need internet pulled to the press box? If so, we typically provide empty conduit in our plans, and the Township gets the internet service wired. If you need the conduit, I need to know from where.

I believe internet should be something available throughout the park. Not sure that if you to run wired internet service to field. I think this should be a general discussion of get WiFi in the park. There is WiFi located near fieldhouse.

- A/V and Security – Do you plan on putting any cameras or speakers to the field? If so, we would specify the empty conduit and then you would get your Township vender separately to get that installed. But we would need to again know where you want the conduit.

Yes, there should be a sound system in the press box with speakers. Again is this a wireless solution or hardwire solution?

- ADA access – As we went further down the rabbit hole of ADA access, we realized that the current sidewalk has a section that is not ADA compliant. We put together a solution that I think is the simplest way to fix the access. It requires us to adjust some grades near the parking area to comply. We have it shown in the attached plans. I really just wanted you to be aware of that adjustment, and make sure there were no objections.

Take a look and let me know if you have any questions. I have no problem reassembling if you feel that would help. Thanks.

Denis Keenan, PE, CME, CFM

Regional Manager | Northwest New Jersey

Vice President



Main: 908-850-0977 | **Direct:** 732-312-9792 | **Cell:** 732-245-1983

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From: Joseph Sabatini <jsabatini@byramtwp.org>

Sent: Monday, April 22, 2024 8:17 AM

To: John Gallagher <jgallagher@byramtwp.org>; Ricky Proctor <rproctor@byramtwp.org>

Cc: Denis Keenan <Denis.Keenan@FPAengineers.com>; Michael Orgera <morgera@byramtwp.org>;

Phil Crosson <pcrosson@byramtwp.org>

Subject: FW: CO Johnson - Field 8 - For Review

Jack and Ricky,

Please provide your availability (date/time) over the next two weeks to schedule a meeting of the subcommittee. I am suspecting this can be done as a Zoom meeting if you are not available to meet in person. I am unavailable 4/26, 4/29 and 4/30.

Let me know your availability to meet in person.

Thanks - Joe



Joseph W. Sabatini
Byram Township Manager

Phone: [973.347.2500](tel:973.347.2500) x129

10 Mansfield Drive, Stanhope, NJ 07874

From: Denis Keenan <Denis.Keenan@FPAengineers.com>

Sent: Friday, April 19, 2024 6:39 PM

To: Joseph Sabatini <jsabatini@byramtwp.org>

Cc: Michael Orgera <morgera@byramtwp.org>; Phil Crosson <pcrosson@byramtwp.org>

Subject: CO Johnson - Field 8 - For Review

Joe

Attached is a set of plans for the CO Johnson Field 8 project. These are for your review. I want to make sure everyone is on the same page with the scope that we have specified in the plans for this project. It might be worth assembling the subcommittee to review this so we can discuss what we have here to make sure everyone agrees with the scope of the project.

Thanks.

Denis Keenan, PE, CME, CFM

Regional Manager | Northwest New Jersey

Vice President



Main: 908-850-0977 | **Direct:** 732-312-9792 | **Cell:** 732-245-1983

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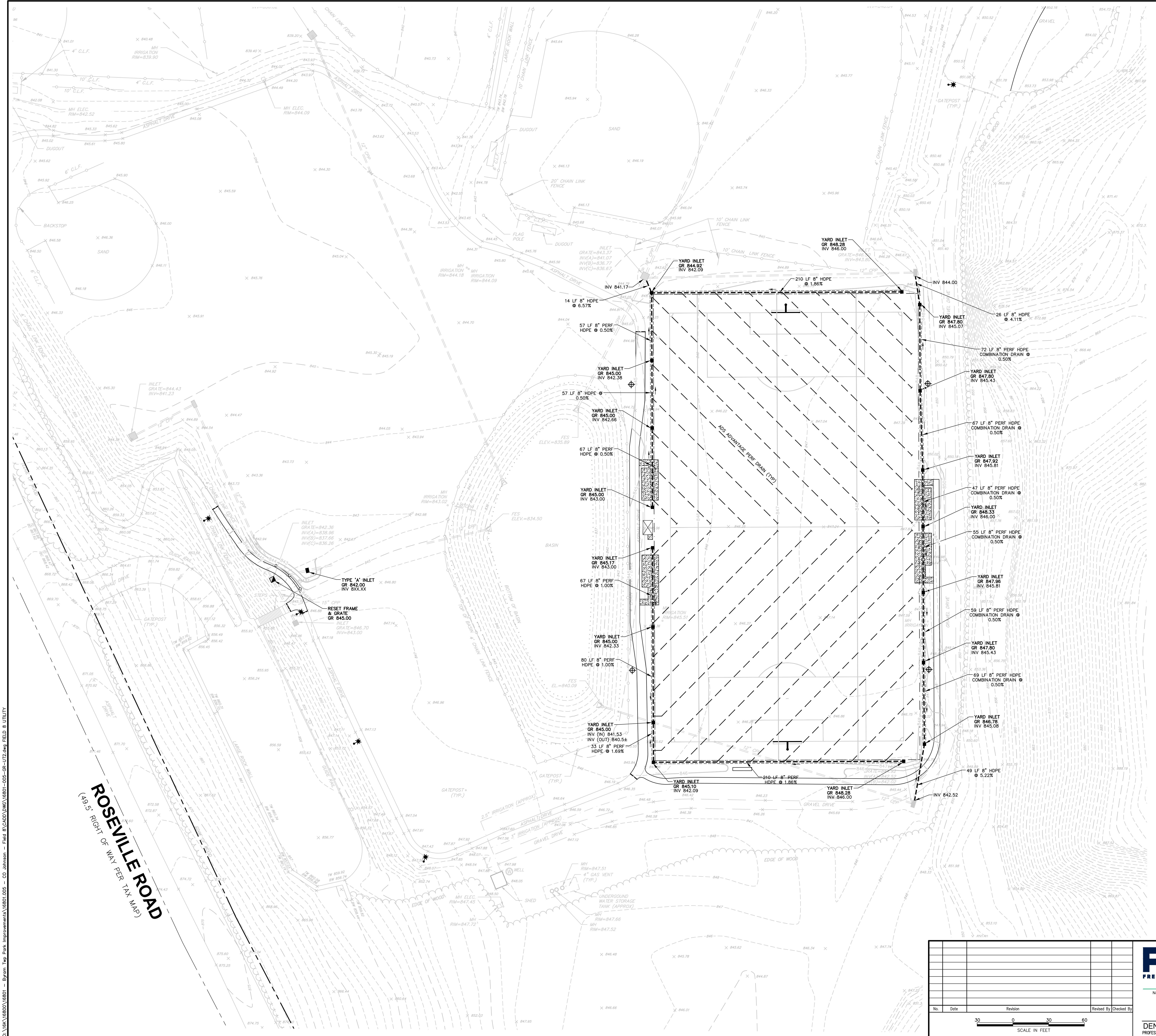
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LEGEND
SEE SHEET "2" FOR EXISTING LEGEND

	PROPOSED CONCRETE
	PROPOSED PAVED WALK
	PROPOSED SAWCUT LINE
	PROPOSED SITE LIGHT
	PROPOSED FIELD LIGHT
	PROPOSED INLET
	PROPOSED CONTOUR
	PROPOSED STORM PIPING

ROSEVILLE ROAD
(49.5' RIGHT OF WAY PER TAX MAP)

No.	Date	Revision	Revised By/Checked By
30 0 30 60			
SCALE IN FEET			

FPA
FRENCH & PARRELO
ASSOCIATES

New Jersey New York Pennsylvania Georgia

Hackensack Office:
700 Grand Avenue, Unit 5A
Hackensack, NJ 07640
908.860.0977

FPAEngineers.com

FIELD 8 - UTILITY PLAN

FOR
CO JOHNSON PARK - FIELD 8 IMPROVEMENTS
BLOCK 351 LOT 1

TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY

DATE: 04/9/2024	DESIGNED BY: SKW	SCALE: AS NOTED	PROJECT NUMBER: 16801.005
DRAWN BY: SKW	CHECKED BY: DFK	FIELD BOOK:	SHEET: 6 of 15



- Overall Dimensions
10'6" high x 16'0" wide
- Top Panel (Non-Backlit)
2'0" high x 16'0" wide
- Multisport Scoreboard (Soccer)
MS-2002-RPV w/ TNMCs
4'6" high x 16'0" wide
- Bottom Panels (Non-Backlit)
2'0" high x 16'0" wide @2

Do Not Use for Design, Engineering, or Ad Copy Approval Purposes
(Colors shown are not an exact representation of what will be manufactured)

ALL DIMENSIONS ARE APPROXIMATE

HORSESHOE LAKE PARK ROXBURY, NJ

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RESOLUTION NO. 096 - 2024

**RESOLUTION OF THE MAYOR AND COUNCIL OF
THE TOWNSHIP OF BYRAM CONFIRMING THAT
THE PRIVATE RIGHT-OF-WAY, KNOWN AS
SUTTON LANE, IS A PRIVATE COMMON
DRIVEWAY AND IS NOT A PUBLIC STREET AND
AUTHORIZING AND DIRECTING THAT THE
MAYOR TO SEND THE ATTACHED LETTER TO
THE PROPERTY OWNERS CONFIRMING THEIR
RESPONSIBILITY FOR MAINTENANCE AND
REPAIR OF THE PRIVATE RIGHT-OF-WAY**

WHEREAS, the Township of Byram has investigated the status of the private right-of-way, also know as Sutton Lane, and has found that the lots are accessed by a private right-of-way that is not a public street or right-of-way; and

WHEREAS, the Township has determined that the private right-of-way was never dedicated to the township, therefore the township does not have a responsibility in maintaining or repairing it, and

WHEREAS, by way of this Resolution, the Mayor and Council hereby confirm that the private right-of-way is not a street, and that the Township has no responsibility for maintaining, snowplowing, de-icing, repairing or replacing of the private right-of-way; and

WHEREAS, the Mayor and Council authorize the Mayor to sign the attached letter to the property owners confirming same.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey that the Township hereby confirms that the private right-of-way, also known as Sutton Lane, is not a public street and that the Township of Byram has no obligation to maintain, snowplow, de-ice, repair or replace the private right-of-way, and authorizing and directing the Mayor to sign and send the attached letter to the property owners notifying them of this Resolution and formal determination.

TOWNSHIP OF BYRAM

Alex Rubenstein, Mayor

I HEREBY CERTIFY the above to be a true copy of a Resolution passed by the Byram Township Council at a duly convened meeting held on the 21st day of May, 2024.

Cynthia Church, RMC
Township Clerk



The Township of Byram
10 Mansfield Drive
Stanhope, New Jersey 07874

973-347-2500

www.byramtwp.org

May 22, 2024

Craig Vanderhoff
1 Sutton Lane
Byram Township, NJ 07821

Re: Snow and Ice Removal, Maintenance and Repair of the Private right-of-way also known as
Sutton Lane

To Whom It May Concern,

Enclosed please find a Resolution of the Mayor and Council adopted on May 21, 2024, authorizing, and directing that we send you this letter confirming that the private right-of-way also known as Sutton Lane is not a public street, and the Township has no obligation to maintain, snowplow, de-ice, repair, or replace the private right-of-way. Therefore, the Township will not snowplow or de-ice or otherwise maintain the private right-of-way after June 1, 2024

Sincerely,

Mayor Alex Rubenstein

Cc: Byram Township Council
Joseph Sabatini, Township Manager
Mike Orgera, Director, Dept. of Public Works
Thomas F. Collins, Jr., Esq., Township Attorney



The Township of Byram
10 Mansfield Drive
Stanhope, New Jersey 07874

973-347-2500

www.byramtwp.org

May 22, 2024

Stephen J. & Victoria L. Decker
PO Box 197
Netcong, NJ 07857

Re: Snow and Ice Removal, Maintenance and Repair of the Private right-of-way also known as
Sutton Lane

To Whom It May Concern,

Enclosed please find a Resolution of the Mayor and Council adopted on May 21, 2024, authorizing, and directing that we send you this letter confirming that the private right-of-way also known as Sutton Lane is not a public street, and the Township has no obligation to maintain, snowplow, de-ice, repair, or replace the private right-of-way. Therefore, the Township will not snowplow or de-ice or otherwise maintain the private right-of-way after June 1, 2024

Sincerely,

Mayor Alex Rubenstein

Cc: Byram Township Council
Joseph Sabatini, Township Manager
Mike Orgera, Director, Dept. of Public Works
Thomas F. Collins, Jr., Esq., Township Attorney

RESOLUTION NO. 094 - 2024

**RESOLUTION OF THE MAYOR AND COUNCIL OF
THE TOWNSHIP OF BYRAM REQUESTING THE
COMPLETION OF AN ENGINEERING STUDY
REGARDING THE POSTED SPEED LIMIT AND
SIGNAGE ALONG THE SEGMENT OF COUNTY
ROUTE 605 (STANHOPE ROAD) IN
BYRAM TOWNSHIP**

WHEREAS, the Byram Township Mayor and Council received a letter from the residents of Stanhope Road North Byram requesting a resolution of support for a speed limit study to be completed by the Sussex County Department of Engineering; and

WHERAS, the residents have expressed there is a dangerous situation on Stanhope Road between Tomahawk Trail and Carlson Lane; and

WHEREAS, the residents are requesting a reduction in the speed limit from 40 mph to 30 mph, and the inclusion of signage warnings for hidden driveways, a blind curve, and pedestrian crossings; and

WHEREAS, the Mayor and Council are requesting the Sussex County Department of Engineering complete a comprehensive engineering study on Stanhope Road in Byram Township for the appropriate speed limits and signage; and

WHEREAS, the study should include factors such as land-use context, pedestrian and bicyclist activity, crash history, intersection spacing, driveway density, roadway geometry, roadside conditions, roadway functional classification, traffic volumes, and local government and police officer input; and

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey they are requesting the Sussex County Department of Engineering add Stanhope Road (County Route 605) in Byram Township to the list of open requests for an engineering study to be completed to define the appropriate speed limits and signage.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I, certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on May 21, 2024.

Cynthia Church, RMC Township Clerk

**TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY
RESOLUTION NO. 095 - 2024**

Appointment of the Byram Township Emergency Management Council

WHEREAS, the Mayor, Township of Byram, Sussex County N.J., as required by N.J.S.A Appendix A:9-33 et seq. (Chapter 251 P.L. 1942, as amended by Chapter 438, P.L. 1953) shall appoint a Municipal Emergency Management Coordinator from among the residents of the municipality to serve a term of three years; and

WHEREAS, the Emergency Management Coordinator shall appoint one and may appoint more than one Deputy Emergency Management Coordinators with the approval of the Mayor; and

WHEREAS, Chapter 3. Administration of Government, of the Byram Township Codes indicates that an Emergency Management Council, Emergency Management Coordinator and a Deputy Emergency Management Coordinator(s) shall be established as required by the laws and administrative regulations of the State of New Jersey and the Emergency Management Council shall be assigned for administrative purposes of the Office of the Manager; and

WHEREAS, the Administrative Salary Ordinance supports an annual stipend of \$1,500 each for the Emergency Management Coordinator and the Deputy Emergency Management Coordinator; and

WHEREAS, the New Jersey Civilian Defense and Disaster Control Act, App A:9_41. Local Emergency Management Councils, states that every municipality of the State shall create a local emergency management council that shall be composed of not more than 15 members who shall be appointed by the Mayor or Chief Executive Officer of the municipality and shall hold office at the will and pleasure of the appointing authority; and

WHEREAS, the Township's Emergency Management Council includes the representatives that are responsible for each of the annexes of the Township's Emergency Operation Plan; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Township Council of the Township of Byram, make the following appointments:

1. That the Mayor and Township Council hereby approve the appointment of Kevin Dishinger, effective January 1, 2024, to a three-year term as Emergency Management Coordinator, ending December 31, 2026.
2. That the Mayor and Township Council do hereby approve the appointment of Phil Crosson, effective January 1, 2024, as Deputy Emergency Management Coordinator, to serve at the pleasure of the Emergency Management Coordinator without a fixed term.

3. That the Mayor and Township Council hereby authorizes the representatives of each of the annexes of the Township's Emergency Operation Plan.

Annex	Position
Basic Plan	Emergency Management Coordinator (EMC)
Alert, Warning and Communications	Chief of Police
Damage Assessment	Construction Official
Emergency Medical	Lakeland Emergency Squad Chief and EMC
Emergency Operations Center	Deputy Emergency Management Coordinator (DEMC)
Emergency Public Information	Mayor, Deputy Mayor, EMC, & DEMCs, Township Manager
Evacuation	Evacuation Coordinator (EMC and DEMCs), Chief of Police
Fire and Rescue	Byram Township Fire Chief
Law Enforcement	Chief of Police
Public Works	Public Works Superintendent
Resource Management	EMC and Township Manager
Shelter, Reception and Care	Byram Township School District (Superintendent)
Terrorism	EMC and Chief of Police

BYRAM TOWNSHIP COUNCIL

COUNCIL MEMBER	Councilwoman Francis	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 May 21, 2024

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Cynthia Church, Municipal Clerk

**TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY
RESOLUTION NO. 097-2024**

**RESOLUTION AUTHORIZING THE RENEWAL OF AN ALCOHOL AND
DRUG TESTING SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF
BYRAM AND VALLEY HEALTH SYSTEMS INC.**

WHEREAS, Byram Township has a policy that requires alcohol and drug abuse testing of applicants and/or employees holding a commercial driver's license; and

WHEREAS, Valley Medical Group provides alcohol and drug testing services to companies to support workplace alcohol and drug testing programs and policies; and

WHEREAS, Byram Township recommends renewing the agreement with Valley Health Systems Inc., to support the alcohol and drug testing policy;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey that the Mayor, Township Manager and Clerk have authorization to sign and execute the agreement between the Township of Byram and Valley Health Systems Inc.

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 May 21, 2024.

Cynthia Church, RMC
Township Clerk

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between **Valley Health System, Inc.** ("PROVIDER"), a New Jersey non-profit corporation having its principal place of business at 4 Valley Health Plaza Paramus, NJ 07652 and **Byram Township** ("PUBLIC ENTITY"), a PUBLIC ENTITY having its address at 10 Mansfield Drive Stanhope, NJ 07874 on this date of July 1, 2024, which shall hereinafter be referred to as the execution date of this Agreement.

WHEREAS:

PROVIDER provides alcohol and drug testing services to public entities and companies to support workplace alcohol and drug testing programs and policies;

The PUBLIC ENTITY has a policy for alcohol and drugs abuse testing of applicants and/or employees and requires alcohol and drug testing services from PROVIDER.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and Agreements contained herein, the parties agree as follows:

I. PROVIDER RESPONSIBILITIES

A. PROVIDER will offer the following services to PUBLIC ENTITY upon request:

1. Alcohol tests, performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.
2. Drug tests, performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.
3. DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

- B. PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the PUBLIC ENTITY in accordance with the Fee Schedule, appended as Exhibit A to this Agreement. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.
- C. PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the PUBLIC ENTITY.
1. FIVE YEARS: Alcohol tests > 0.02 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable; medical explanations of inability to provide specimens; calibration documentation for EBTs; and substance abuse professional evaluations & related information.
 2. TWO YEARS: Supervisory training BAT and drug screen collector training/certification; logbooks for drug and alcohol testing, if used; random selection records; agreement for testing (e.g., collection, laboratory, MRO, consortium).
 3. ONE YEAR: Negative (<0.02) or canceled drug test results alcohol test results.
- D. Except as noted elsewhere in this Agreement, PROVIDER may release individual test results to PUBLIC ENTITY or its agents, to the Federal Transit Administration or Federal or New Jersey Department of Transportation or their agents, to or any State or local officials with regulatory authority over the testing program, to any third party for whom the tested individual provides written authorization, or to any third party to whom PROVIDER is required to make such release pursuant to a court order or valid subpoena.
- E. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request
- F. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request.
- G. Reporting of results to PUBLIC ENTITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier

(Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

II. PUBLIC ENTITY RESPONSIBILITIES

- A. PUBLIC ENTITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of PUBLIC ENTITY.
- B. PUBLIC ENTITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.
- C. PUBLIC ENTITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.
- D. PUBLIC ENTITY will notify PROVIDER of any responsibilities with regard to the PUBLIC ENTITY's Employee Assistance Program as it relates to alcohol and drug testing.
- E. PUBLIC ENTITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to PUBLIC ENTITY officials with a business need for the information only.
- F. PUBLIC ENTITY authorizes PROVIDER to request specific information or upon prior consultation with and approval by MUNICIPALITY to order additional tests as necessary or appropriate related to tests performed for PUBLIC ENTITY; PUBLIC ENTITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.
- G. PUBLIC ENTITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by PUBLIC ENTITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.
- H. PUBLIC ENTITY acknowledges that alcohol testing results of a breath-alcohol content over 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

III. ASSIGNED RESPONSIBILITIES

PUBLIC ENTITY and PROVIDER agree that PROVIDER shall bear responsibility for the following procedures and services: (1) Selection/provision of alcohol testing services; (2) Selection/provision of drug testing collections; (3) Selection/provision of drug testing laboratory services; (4) Random selection for drug and/or alcohol testing; and (5) Mandatory reporting to

FMCSA Clearinghouse. PROVIDER agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

IV. FEES AND PAYMENT

- A. Fees. Fees for services provided by PROVIDER to PUBLIC ENTITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.
- B. Fee Changes. The price for services rendered under this Agreement will not change unless PROVIDER notifies PUBLIC ENTITY in writing sixty (60) days in advance of a price change. On or before the date the price change goes into effect, PUBLIC ENTITY shall inform PROVIDER, in writing, whether it agrees to the price change. If PUBLIC ENTITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then-current price for the duration of the Agreement, or either party may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.
- C. Significant Changes in Services Provided. If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, PROVIDER shall provide written notice of such change to PUBLIC ENTITY. Upon service of such notice, both parties agree to work in good faith to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement. In the event that the parties do not come to an agreement within forty five (45) days of service of the notice, either party may terminate this Agreement, by providing the other party with at least fourteen (14) days' notice.
- D. Payment. PROVIDER or a Provider Affiliate (defined to include The Valley Hospital, Inc., Valley Physician Services, Inc., Valley Physician Services, NY PC, and Valley Physician Services, P.C.) will invoice PUBLIC ENTITY for all services provided on a monthly basis. Payment terms are net thirty (30) days after the PUBLIC ENTITY's receipt of the invoice. Overdue payments are subject to interest accruing at a rate of 1.5% per month. In the case of failure of PUBLIC ENTITY to make timely payment, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

V. TERM

The term of this Agreement shall be for a period of **two (2) years commencing on July 1, 2024, and terminating on June 30, 2026**, with the understanding that this Agreement will renew itself

for an additional term of one (1) year, through 2027, unless terminated prior to that date in writing by either party herein. Either party may terminate this Agreement at any time, with or without cause by providing the other party with at least thirty (30) days' written notice.

VI. INSURANCE

- A. **PROVIDER INSURANCE:** PROVIDER shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million per occurrence/\$3 million in the aggregate on an occurrence basis, insuring PROVIDER against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by PROVIDER, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof.
- B. **PUBLIC ENTITY INSURANCE:** PUBLIC ENTITY shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, in the amount of at least \$1 million per occurrence/\$3 million in the aggregate on an occurrence basis, insuring the PUBLIC ENTITY against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by the PUBLIC ENTITY, its employees, staff and agents related to or arising out of this Agreement or the subject matter hereof. All policies and coverages shall be provided on an occurrence basis. PUBLIC ENTITY shall provide evidence of such coverage to PROVIDER.

VII. CONFLICTS OF INTEREST.

PROVIDER, in performing work for and on behalf of the PUBLIC ENTITY, must conduct business according to the highest ethical standards. The PUBLIC ENTITY recognizes the right of individuals to engage in outside activities that are private in nature and unrelated to governmental business. However, business dealings can create or appear to create a conflict between the individual and the PUBLIC ENTITY's interests.

Prior to becoming a vendor for the PUBLIC ENTITY, all vendors are required to disclose possible conflicts so that the PUBLIC ENTITY may assess and prevent potential conflicts. Therefore, the PROVIDER must disclose any possible conflicts of interest prior to signing this Agreement. The PROVIDER after being engaged by the PUBLIC ENTITY shall not engage in matters that create a conflict of interest for the PUBLIC ENTITY. If a potential conflict arises, the PROVIDER must promptly notify the PUBLIC ENTITY of the possible conflict of interest. The PROVIDER shall not take any action that will be adverse to the PUBLIC ENTITY.

VIII. GENERAL TERMS.

- A. **Compliance with Laws.** In the performance of the duties under this Agreement, each party shall comply with any and all applicable local, state and federal laws, statutes, rules and regulations. The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations. Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C. 2000, et seq. and of the New Jersey Law Against Discrimination. PUBLIC ENTITY and PROVIDER agree to abide by the terms of the Equal Employment Opportunity and Affirmative Action Exhibit, appended hereto as Exhibit B.
- B. **Confidentiality.** In the performance of this Agreement, each party is likely to have contact with information of substantial value to the other, including, without limitation, information relating to scientific techniques, designs, drawings, processes, inventions, developments, equipment, prototypes, sales and customer information; and business and financial information, relating to the business, products, practices or techniques (all of the foregoing hereinafter referred to as "Confidential Information"). Each party agrees, at all times, to regard and preserve as confidential such Confidential Information, and to refrain from publishing or disclosing any part of such Confidential Information or from using it, except as expressly provided in this Agreement.

Information received from either party to this Agreement shall not be deemed Confidential Information, and the receiving party shall have no obligation with respect to such information if: (1) such information, as of the effective date of this Agreement, is part of the public domain or becomes part of the public domain through no fault of the receiving party; (2) such information was in possession of the receiving party on the effective date this Agreement, as evidenced by prior written records kept in the ordinary course of the receiving party's business, and the information had not been wrongfully acquired, directly or indirectly, from the other party; (3) such information is subsequently disclosed to the receiving party by a third party not in violation of any right of, or obligation to, the other party to this Agreement; or (4) such information is developed independently and without reference to the Confidential Information.

In the event that either party receives a request to produce Confidential Information pursuant to an order of a court of competent jurisdiction or a facially valid administrative, Congressional, state or local legislative or other subpoena, or believes that such party is otherwise required by law to disclose Confidential Information, then the party from whom disclosure is sought shall promptly notify the other party to this Agreement so that Discloser may seek a protective order or other appropriate remedy.

- C. **Independent Contractors.** Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.
- D. **Responsibility for Employer Policy and Program.** The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that PUBLIC ENTITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the PUBLIC ENTITY under the PUBLIC ENTITY's substance abuse policy.
- E. **Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force, and effect in the same manner as if the invalid or illegal provisions had not been contained herein.
- F. **Force Majeure.** Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.
- G. **Waiver.** The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.
- H. **Indemnification and Limitation of Liability.** Each Party ("Indemnitor") will defend, indemnify and hold harmless the other party, its affiliates, and their respective officers, directors, trustees, employees, agents, successors and permitted assigns ("Indemnitee(s)") from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature (including court costs and reasonable attorneys' fees) (collectively "Claim(s)"), to the extent such Claims are attributable to the acts, omissions, or willful misconduct of, or breach of this Agreement for any reason by, Indemnitor, its affiliates and their respective employees, agents, contractors or subcontractors. This provision shall survive Termination or expiration of this Agreement.

EXCEPT WITH RESPECT TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, INTELLECTUAL PROPERTY CLAIMS, MATTERS COVERED BY INSURANCE, VIOLATIONS OF THE CONFIDENTIALITY PROVISIONS HEREOF, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THREE (3) TIMES THE TOTAL AMOUNT OF FEES PAID BY PUBLIC ENTITY PURSUANT TO THIS AGREEMENT.

- I. **Governing Law.** The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles. The Parties hereby consent to the filing of an action in, and personally submit to the jurisdiction of, the state courts located in Bergen County, New Jersey, or the United States District Court for the District of New Jersey, and further agree that such courts shall be exclusive courts of jurisdiction and venue for any litigation arising out of or in connection with this Agreement.
- J. **Entire Agreement.** This Agreement represents the entire Agreement between PROVIDER and PUBLIC ENTITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and PUBLIC ENTITY.
- K. **Health Insurance Portability And Accountability Act (HIPAA).** Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules, or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as it may be amended from time to time ("HIPAA"). Furthermore, the Parties agree that should any future interpretation or modification of HIPAA or regulations, rules or orders promulgated thereunder require the modification or amendment of this Agreement, the parties shall in good faith negotiate same.
- L. **Disbarment.** Each Party represents and warrants to the other Party: that neither the Party, nor its trustees, shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

M. **Notices.** Notices required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, by hand delivery or by a nationally recognized overnight delivery service. All notices shall be sent to the parties at the addresses specified below, or to such other address as the parties may from time to time designate in writing, and shall be deemed given when sent, and shall be effective upon receipt or three days of mailing, whichever occurs first. Notice by electronic mail is not accepted.

If to PROVIDER:

Jose Balderrama
VP, Human Resources
15 Essex Road, Suite 206
Paramus, New Jersey 07652
jbalder@valleyhealth.com

With a copy to:

Robin Goldfischer
Senior Vice President & General Counsel
Valley Health System
4 Valley Health Plaza
Paramus, NJ 07652
rgoldfi@valleyhealth.com

If to PUBLIC ENTITY:

N. **Amendment.** This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Parties.

O. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect; provided, however, that notwithstanding the foregoing, PROVIDER may assign its responsibilities or the responsibilities of any Provider Affiliates under this Agreement to PROVIDER or any Provider Affiliate on 30 days' notice to PUBLIC ENTITY.

- P. **Construction.** The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement.
- Q. **Further Assurances.** Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.
- R. **Survival.** Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement shall survive the termination or expiration of the Agreement, including but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable.
- S. **Third Party Beneficiaries.** The parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.
- T. **Counterparts.** This Agreement may be executed in any number of counterparts, and by facsimile or electronic transmission, each of which, when executed, shall be deemed to be an original, and all of which, together, shall be deemed to be one and the same instrument, valid and binding on all parties

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

PROVIDER: Valley Health System, Inc.

PUBLIC ENTITY: Byram Township

By: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Title: _____

Date: _____

Exhibit A

FEE SCHEDULE

BUNDLED PRICES FOR SERVICES

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

COMPANY agrees to pay PROVIDER \$ 76.00 per onsite DOT drug test (UDS) performed at client's location

COMPANY agrees to pay PROVIDER \$ 70.00 per DOT drug test (UDS) performed at Valley's Primary & Walk-In Care Centers

COMPANY agrees to pay PROVIDER \$ 74.00 per onsite Non-DOT drug test (UDS) performed at client's location

COMPANY agrees to pay PROVIDER \$ 68.00 per Non-DOT drug test (UDS) performed at Valley's Primary & Walk-In Care Centers

COMPANY agrees to pay PROVIDER \$ 50.00 per Observed Urine Drug Screen

COMPANY agrees to pay PROVIDER \$ 55.00 per DOT alcohol test (BAT)

COMPANY agrees to pay PROVIDER \$ 120.00 per DOT physical

COMPANY agrees to pay PROVIDER \$ 40.00 per DOT follow-up physical

COMPANY agrees to pay PROVIDER \$ 160.00 per Split Sample test

COMPANY agrees to pay PROVIDER \$ 180.00 per Post Accident On- Site service

\$300.00 Annual Administrative Fee to include:

- Required Safety Sensitive Supervisor Training.
- Required Blind Specimen Designation.
- Required Certified MRO Services.

Charge also *includes* periodic *random* selection of employees, (50% UDS per year, 25% BAT per year) all MRO services, Collection Sites, Record back-up, semi-annual laboratory reports as well as *unlimited* Supervisor training instruction, and 800 Hot-Line numbers for Post Accident Collection Sites or On-Site Post Accident Services. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

Exhibit B

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

Valley Physician Services, PC t/a Valley Medical Group ("Contractor") and Byram Township ("PUBLIC ENTITY") agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

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

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

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Appropriate evidence that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);
- A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or
- An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract compliance](http://www.state.nj.us/treasury/contract_compliance)), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**TOWNSHIP OF BYRAM
RESOLUTION NO. 098-2024**

**RESOLUTION AUTHORIZING 100% DISABLED VETERAN EXEMPT STATUS
TO OWNER OF BLOCK 255, LOT 1 REFUND OF TAXES PAID FOR 2nd
QUARTER**

WHEREAS, David Del Franco, the lawful owner of Block 255, Lot 1, also known as 175 Lake Drive has been deemed 100% disabled by the Department of Veteran’s Affairs; and

WHEREAS, David Del Franco, has been approved by the Byram Township Tax Assessor for a 100% Disabled Veteran exemption in accordance with 54:4-3:30, which was granted on April 17th via Resolution No. 068-2024; and

WHEREAS, the 2nd quarter 2024 was paid in the amount of \$1,645.96 on May 3, 2024, and has been pro-rated, being Mr. Del Franco is a partial owner, by Corelogic on behalf of Mr. Del Franco; and

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector be authorized to execute the documents necessary to refund, 175 Lake Drive, Stanhope, NJ, 07874 in the amount of \$1,596.58 which represents said duplicate payment.

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 May 21, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 099-2024**

**RESOLUTION AUTHORIZING 100% DISABLED VETERAN EXEMPT STATUS
TO OWNER OF BLOCK 365.02, LOT 5 REFUND OF TAXES PAID FOR 2nd
QUARTER**

WHEREAS, Joseph H. Bianchini, the lawful owner of Block 365.02, Lot 5, also known as 10 Briar Lane has been deemed 100% disabled by the Department of Veteran's Affairs; and

WHEREAS, Joseph H. Bianchini, has been approved by the Byram Township Tax Assessor for a 100% Disabled Veteran exemption in accordance with 54:4-3:30, which was granted on May 7th via Resolution No. 083-2024; and

WHEREAS, the 2nd quarter 2024 was paid in the amount of \$4,237.89 on May 3, 2024, and has been pro-rated, being Mr. Bianchini is a partial owner, by Corelogic on behalf of Mr. Bianchini; and

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector be authorized to execute the documents necessary to refund, 10 Briar Lane, Stanhope, NJ, 07874 in the amount of \$2,118.95 which represents said duplicate payment.

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 May 21, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 100-2024**

**RESOLUTION AUTHORIZING 100% DISABLED VETERAN EXEMPT STATUS
TO OWNER OF BLOCK 143, LOT 112 REFUND OF TAXES PAID FOR 2nd
QUARTER**

WHEREAS, Michael James Scuzzese , the lawful owner of Block 143, Lot 112, also known as 7 Ka-Ton-Ah Trail has been deemed 100% disabled by the Department of Veteran’s Affairs; and

WHEREAS, Michael James Scuzzese, has been approved by the Byram Township Tax Assessor for a 100% Disabled Veteran exemption in accordance with 54:4-3:30, which was granted on May 7th via Resolution No. 088-2024; and

WHEREAS, the 2nd quarter 2024 was paid in the amount of \$1,684.43 on May 3, 2024, and has been pro-rated as of April 11th, by Corelogic on behalf of Michael James Scuzzese; and

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector be authorized to execute the documents necessary to refund, 7 Ka-Ton-Ah Trail, Andover, NJ, 07821 in the amount of \$1,499.93 which represents said duplicate payment.

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 May 21, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 101-2024**

**RESOLUTION AUTHORIZING 100% DISABLED VETERAN EXEMPT STATUS
TO OWNER OF BLOCK 278 LOT 603 REFUND OF TAXES PAID FOR 2nd
QUARTER**

WHEREAS, Paul Joseph, the lawful owner of Block 278, Lot 603, also known as 10 Woodland Road has been deemed 100% disabled by the Department of Veteran’s Affairs; and

WHEREAS, Paul Joseph , has been approved by the Byram Township Tax Assessor for a 100% Disabled Veteran exemption in accordance with 54:4-3:30, which was granted on April 17th via Resolution No. 071-2024; and

WHEREAS, the 2nd quarter 2024 was paid in the amount of \$2,758.49 on May 3, 2024, by Corelogic on behalf of Mr. Joseph; and

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector be authorized to execute the documents necessary to refund, 10 Woodland Road, Andover, NJ, 07821 in the amount of \$2,758.49 which represents said duplicate payment.

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 May 21, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 102-2024**

**RESOLUTION AUTHORIZING 100% DISABLED VETERAN EXEMPT STATUS
TO OWNER OF BLOCK 5, LOT 678 REFUND OF TAXES PAID FOR 2nd
QUARTER**

WHEREAS, Alexander M. Castellanos, the lawful owner of Block 5, Lot 678, also known as 38 Belton Street has been deemed 100% disabled by the Department of Veteran's Affairs; and

WHEREAS, Alexander M Castellanos, has been approved by the Byram Township Tax Assessor for a 100% Disabled Veteran exemption in accordance with 54:4-3:30, which was granted on April 17th via Resolution No. 069-2024; and

WHEREAS, the 2nd quarter 2024 was paid in the amount of \$2,443.42 on May 3, 2024, by Corelogic on behalf of Mr. Castellanos; and

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector be authorized to execute the documents necessary to refund, 38 Belton Street, Stanhope, NJ, 07874 in the amount of \$2,443.42 which represents said duplicate payment.

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 May 21, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 103-2024**

**AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 2
FOR PROPOSED BASKETBALL COURT REHABILITATION AT CARL O.
JOHNSON PARK**

WHEREAS, the Township of Byram (Owner) and Green Valley Group, Inc. entered into a contract for a proposed basketball court rehabilitation at Carl O. Johnson Park for a total of \$73,700 as stated in Resolution 162-2023; and

WHEREAS, on September 19, 2023 a change order from Green Valley Group Inc., was authorized by Resolution No. 183-2023 for a net increase of \$10,640.00 adjusting the contract amount to \$84,340.00

WHEREAS, in the process of completing the work, certain changes were authorized by the owner as detailed in Change Order No. 2; and

WHEREAS, the revised work was negotiated between the engineer Harold Pellow & Associates and the Contractor and was found to require a net increase of \$1,293.52.

NOW, THEREFORE, BE IT RESOLVED by the Township of Byram in the County of Sussex, State of New Jersey to authorize the Mayor to execute Change Order No. 2 resulting in a net increase of \$1,293.52 resulting in an adjusted contract price of \$85,633.52.

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 May 21, 2024.

Cynthia Church, RMC
Township Clerk

From: [Mariruth Cook](#)
To: [Bogar Rivera](#); [Fawn Pasternak](#)
Cc: [Cory Stoner](#)
Subject: Payment Documents for Basketball Court Rehabilitation at Carol O. Johnson Park - Byram Township
Attachments: [Payment Submission No. 2.pdf](#)

Bogar,

Attached please find a PDF containing the second payment submission for the above-referenced project:

1. Copy of Byram Township Purchase Order No. 27521, Drawdown No. 2, in the amount of \$40,682.07 due Green Valley Group, Inc. for work completed through April 28, 2024. **Retain for your records.**
2. Copy of Estimate Certificate No. 2 reflecting work completed through April 28, 2024. **Retain for your records.**
3. Copy of Change Order No. 2 reflecting an adjusted contract amount of \$85,633.52. **Please print three (3) copies; sign and date on the bottom left of each copy where indicated "Contractor"; and return all three signed copies to our office.**

Once our office receives the above-requested documents, we will send everything to the Township of Byram.

If you haven't already done so, please be sure that you have submitted your payroll certification forms to the Township, with copies to our office.

Regards,

Mariruth A. Cook

Executive Secretary

HAROLD E. PELLOW & ASSOCIATES, INC.

Consulting Engineers, Planners & Land Surveyors

17 Plains Road

Augusta, NJ 07822

973.948.6463 x200

973.948.2916 fax

mcook@hpellow.com

www.hpellow.com



**TOWNSHIP OF BYRAM
RESOLUTION NO. 104-2024**

**FINAL ACCEPTANCE OF IMPROVEMENTS TO BASKETBALL COURT
REHABILITATION AT CARL O. JOHNSON PARK**

WHEREAS, on August 15, 2023, by adoption of Resolution No. 162-2023 the Byram Township Council, County of Sussex, State of New Jersey, awarded Green Valley Group, Inc. for proposed Basketball Court Rehabilitation at Carl O. Johnson Park for an amount not to exceed \$73,700.00; and

WHEREAS, on September 19, 2023 a change order for Green Valley Group, Inc. was authorized by Resolution No. 183-2023 for a net increase of \$10,640.00 adjusting the contract amount to \$84,340.00; and

WHEREAS, on May 21, 2024 a change order for Green Valley Group, Inc. was authorized by Resolution No. 103-2024 for a net increase of \$1,293.52 adjusting the contract amount to \$85,633.52; and

WHEREAS, in the Township Engineer's memo dated May 13, 2024, he recommended that said project be accepted.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor & Council of the Township of Byram, County of Sussex, State of New Jersey, that it hereby concurs with the Township Engineer's recommendation and accepts the Basketball Court Rehabilitation at Carl O. Johnson Park.

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 May 21, 2024.

Cynthia Church, RMC
Municipal Clerk



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

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

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

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

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

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

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

May 13, 2024

VIA E-MAIL

MEMORANDUM TO: Mr. Joseph Sabatini, Byram Township Manager

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

SUBJECT: **RECOMMENDATION TO ACCEPT PROJECT**
Proposed Basketball Court Rehabilitation at Carl O. Johnson Park
HPA No. 23-301

Dear Mr. Sabatini:

The above-referenced project has been fully completed by Green Valley Group, Inc. per the project specifications. At this time, I recommend the project be accepted by the Township Council.

Once this project has been accepted, the final paperwork can be started and submitted to Green Valley Group, Inc. in order that they may obtain their one-year maintenance bond.

Very truly yours,

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

CLS:mac
K:\PROJECTS\MUNICIPAL\BYRAM\COUNCIL\23-301 - BASKETBALL COURT REHAB AT C.O. JOHNSON PARK\SABATINI8.DOC

**TOWNSHIP OF BYRAM
RESOLUTION NO. 105-2024**

**RESOLUTION TO AWARD BID FOR PROPOSED ADA RAMPS FOR VARIOUS
STREETS**

WHEREAS, the Township of Byram opened bids for proposed ADA Ramps for Various Streets on May 14, 2024 at 11:00 a.m.; and

WHEREAS, six bids were received from the following contractors:

Cedar Contracting, Inc. \$45,562.65

Tony's Concrete Construction Co., Inc. \$47,289.00

Portofino Builders, LLC \$48,081.00

Vektor Corporation \$59,506.00

Diamond Construction \$67,708.00

ADP Group, Inc. \$84,760.00

WHEREAS, the lowest responsible bidder is Cedar Contracting, Inc. in the amount of \$45,562.65; and

WHEREAS, Township Engineer Cory Stoner reviewed and recommended the award to Cedar Contracting, Inc. in the amount of \$45,562.65; and

WHEREAS, funds are available in Capital Ordinance #004-2022; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Township Council, County of Sussex, State of New Jersey to award the bid to Cedar Contracting, Inc. in the amount not to exceed \$45,562.65. Certification of funds has been provided. The Mayor, Township Manager and Clerk are hereby authorized to sign any document associated with this award.

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 May 21, 2024.

Cynthia Church, RMC
Township Clerk



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

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2022 Distinguished Engineering Service Award
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ANN PELLOW WAGNER
NJ - C.L.A., VA - C.L.A., PA - C.L.A.
(5/26/84 - 7/27/89)

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

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

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

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

May 14, 2024

MEMORANDUM TO: Mr. Joseph Sabatini, Byram Township Manager

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

SUBJECT: RECOMMENDATION OF AWARD
Proposed ADA Ramps for Various Streets
HPA No. 24-137

Dear Mr. Sabatini:

I have reviewed the six (6) bids received on May 14, 2024 at 11:00 AM for the replacement of sidewalk ramps along the roadways scheduled to be resurfaced this spring. Based on a review of the bids received and past experience with the low bid contractor, I recommend that the Township Council award the contract to Cedar Contracting, Inc., 621 N. Union Avenue, Hillside, New Jersey 07205, whose low bid was \$45,562.65.

Enclosed herewith please find the *Summary of Bids* for your review.

If you have any questions regarding my recommendation or would like to discuss this project in further detail, 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:mac
K:\PROJECTS\MUNICIPAL\BYRAM\COUNCIL\24-137 - 2024 RESURFACING OF VARIOUS STREETS\ADA RAMPS\SABATINI3.DOC

Enclosure

Harold E. Pellow and Associates, Inc.
Consulting Engineers, Planners and Land Surveyors
17 Plains Road
Augusta, NJ 07822-2009
Ph: (973) 948-6463; Fax: (973) 948-2916

SUMMARY OF BIDS

Project: Proposed ADA Curb Ramp Improvements						Cedar Contracting, Inc.		Tony's Concrete Construction Co., Inc.		Portofino Builders, LLC	
Municipality: Byram Township						Contractor Name 621 N. Union Avenue		Contractor Name 19 Avenue C		Contractor Name 69 Irwin Street	
County: Sussex						Street Address Hillside, NJ 07205		Street Address Newark, NJ 07114		Street Address Springfield, NJ 07081	
						City State/Zip		City State/Zip		City State/Zip	
Item #	Description	Quantity	Unit	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Construction Signs	96	SF	\$50.00	\$4,800.00	\$0.01	\$0.96	\$1.00	\$96.00	\$1.00	\$96.00
2	Traffic Flaggers	100	MH	\$95.00	\$9,500.00	\$0.01	\$1.00	\$1.00	\$100.00	\$50.00	\$5,000.00
3	Removal of Concrete Sidewalk	116	SY	\$30.00	\$3,480.00	\$20.00	\$2,320.00	\$10.00	\$1,160.00	\$1.00	\$116.00
4	Concrete Sidewalk, 4" Thick, Reinforced	129	SY	\$125.00	\$16,125.00	\$125.00	\$16,125.00	\$120.00	\$15,480.00	\$96.00	\$12,384.00
5	Removal of Granite Block Curb	166	LF	\$25.00	\$4,150.00	\$15.00	\$2,490.00	\$10.00	\$1,660.00	\$1.00	\$166.00
6	9" x 18" Concrete Vertical Curb	166	LF	\$75.00	\$12,450.00	\$50.00	\$8,300.00	\$50.00	\$8,300.00	\$50.00	\$8,300.00
7	Detectable Warning Surface	113	SF	\$50.00	\$5,650.00	\$25.00	\$2,825.00	\$48.00	\$5,424.00	\$150.00	\$16,950.00
8	Sawcutting	69	LF	\$5.00	\$345.00	\$0.01	\$0.69	\$1.00	\$69.00	\$1.00	\$69.00
9	Mobilization	100%	LS	\$5,000.00	\$5,000.00	\$13,500.00	\$13,500.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
TOTAL ESTIMATED COST OF CONSTRUCTION:				\$61,500.00		\$45,562.65		\$47,289.00		\$48,081.00	

Vektor Corporation		Diamond Construction		ADP Group, Inc.	
Contractor Name 348 Schoolhouse Road		Contractor Name 35 Beaverson Blvd., Suite 12C		Contractor Name 27 East 33rd Street	
Street Address Monroe Twp., NJ 08831		Street Address Brick, NJ 08723		Street Address Paterson, NJ 07514	
City State/Zip		City State/Zip		City State/Zip	
Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
\$1.00	\$96.00	\$1.00	\$96.00	\$40.00	\$3,840.00
\$90.00	\$9,000.00	\$1.00	\$100.00	\$135.00	\$13,500.00
\$10.00	\$1,160.00	\$1.00	\$116.00	\$80.00	\$9,280.00
\$75.00	\$9,675.00	\$63.00	\$8,127.00	\$230.00	\$29,670.00
\$10.00	\$1,660.00	\$10.00	\$1,660.00	\$20.00	\$3,320.00
\$35.00	\$5,810.00	\$25.00	\$4,150.00	\$90.00	\$14,940.00
\$20.00	\$2,260.00	\$30.00	\$3,390.00	\$40.00	\$4,520.00
\$5.00	\$345.00	\$1.00	\$69.00	\$10.00	\$690.00
\$29,500.00	\$29,500.00	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00
\$59,506.00		\$67,708.00		\$84,760.00	

**TOWNSHIP OF BYRAM
RESOLUTION NO. 106 - 2024**

**RESOLUTION TO AUTHORIZE ESTIMATED PROPERTY TAX BILLING FOR
THE 3RD QUARTER OF 2024**

WHEREAS, there are circumstances outside of the municipalities’ control which may delay a municipal rate to be issued; and

WHEREAS, it is likely that the Township Tax Collector will not be in receipt of a certified tax rate in time to be able to complete the mailing and delivery of real property tax bills by June 14, 2024 as is required by state statute; and

WHEREAS, the Byram Township Tax Collector and the Township of Byram Chief Financial Officer have requested the Byram Township Council provide them with the ability to submit estimated 3rd quarter real property tax bills in the event that they do not receive a certified tax rate in a timely matter, which would allow the tax collector to complete the mailing and delivery of real property tax bills by June 14, 2024; and

WHEREAS, the Byram Township Tax Collector, in assistance with the Byram Township Chief Financial Officer, has computed an estimated tax levy in accordance with N.J.S.A. 54:4-66.3 and they have both signed a certification showing the tax levy for the previous year, and the range of permitted estimated tax levies; and

WHEREAS, in accordance with Chapter 72, P.L. 1994, the Tax Collector requests the Council approve the estimated tax levy of \$35,190,622.73 at a tax rate of \$3.805; and

WHEREAS, the above levy and rate have been calculated on a worksheet that is attached hereto and made a part hereof by reference; and

WHEREAS, the above levy amount falls between the mandated estimated range required by N.J.S.A. 54:4-66.3 (a)(1) and approval will enable the Township to meet its financial obligations; maintain the tax collection rate; provide consistency for tax payments; and save the unnecessary cost of interest expenses on borrowing.

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

1. The Township of Byram Tax Collector is hereby authorized and directed to prepare, and issue estimated tax bills for the Township of Byram for the third quarter installment of 2024 taxes.
2. The entire estimated tax levy for 2024 is hereby set at \$35,190,622.73. The estimated tax rate for 2024 is hereby set at \$3.805.
3. In accordance with applicable law, the third quarter installment of 2024 taxes shall not be subject to interest until the later of August 12, 2024, or the twenty-fifth calendar day after the date the estimated bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.
4. A certified copy of this resolution shall be forwarded to the Tax Collector and Chief Financial Officer of the Township of Byram for their records.
5. This resolution shall take effect as herein provided.

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 May 21, 2024.

Cynthia Church, RMC
Township Clerk

2024 NET VALUATION TAXABLE: 924,978,100.00

2024 ESTIMATED RANGE FOR TAX LEVY: 95% 105%
\$33,141,533.46 \$36,630,115.94

<u>AMOUNT TO BE RAISED BY TAXATION:</u>	<u>TAX RATE:</u>
LOCAL: 9,184,793.73 (ACTUAL)	0.993 (9,184,793.73/924,978,100x100)
LOCAL OPEN SPACE:110,430.00 (ACTUAL)	0.012 (110,430.00/924978,100X100)
BYRAM SCHOOLS:12,707,842.00 (ESTIMATED) (INCLUDES 2% INCREASE)	1.374 (12,707,842.00/924,978,100X100)
LENAPE SCHOOL:6,943,366.00 (ACTUAL)	0.751 (6,943,366.00/924,978,100X100)
COUNTY:6,244,191.00 (ESTIMATED) (INCLUDES 2% INCREASE)	0.675 (6,244,191.00/924,978,100X100)
TOTAL: \$35,190,622.73	3.805

List of Bills - (All Funds)

Meeting Date: 05/21/2024 For bills from 05/03/2024 to 05/16/2024

Vendor	Description	Payment	Check Total
Claims Account			
40 - ALLIED OIL, LLC	PO 28637 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	6,226.35	6,226.35
3841 - APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P	PO 28734 LABOR ATTORNEY - MARCH 2024 SERVICES	280.00	280.00
106 - ATLANTIC COMMUNICATIONS, INC	PO 28811 POLICE - CAR #8 RADIO CHECK	301.10	
	PO 28812 POLICE - CAR #7 RADIO EQUIPMENT CHECK	250.00	551.10
1341 - CHIEF DANIEL DEWALD	PO 28809 POLICE - RANGE MEAL REIMBURSEMENT	10.00	10.00
3821 - CREATIVE MANAGEMENT, INC.	PO 28638 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	6,791.26	6,791.26
3787 - DELFRANCO, DAVID	PO 28715 Refund - 100% Disabled Veteran - Block 2	1,542.20	1,542.20
373 - DELSEA TERMITE & PEST CONTROL	PO 28142 2024 Blanket - Pest Control Services	143.00	143.00
2104 - DOVER BRAKE & CLUTCH CO., INC.	PO 28124 2024 Blanket For Parts and Supplies	159.61	159.61
3802 - ELIZABETHTOWN GAS	PO 28835 MONTHLY SERVICE	90.14	90.14
2760 - EXTEL COMMUNICATIONS	PO 28689 PROGRAMMING EXTENTION	210.00	210.00
1166 - GANNETT NEW YORK/NEW JERSEY LOCALIQ	PO 28808 MONTHLY ADVERTISING	148.10	148.10
3783 - GREEN VALLEY GROUP, INC.	PO 27521 OPEN SPACE - CO JOHNSON BASKETBALL COURT	40,682.07	40,682.07
2390 - GTBM, INC.	PO 28735 POLICE - E-TICKETS	312.84	312.84
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 28226 HIGHLANDS - STORMWATER MGMT PLANNING: MS	13,036.78	
	PO 28783 ESCROW - JANUARY 2024 SERVICES - TSUKANO	71.00	
	PO 28785 ESCROW - FEBRUARY 2024 SERVICES - BYRAM	664.00	
	PO 28795 ESCROW - MARCH 2024 SERVICES - NORTH SHO	429.00	
	PO 28796 ESCROW - MARCH 2024 SERVICES - NJ NATURA	262.50	14,463.28
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 28797 ESCROW - MARCH 2023 SERVICES - ELIZABETH	466.00	
	PO 28803 ESCROW - MARCH 2024 SERVICES - ELIZABETH	522.25	
	PO 28804 ESCROW - MARCH 2024 SERVICES - ELIZABETH	522.25	
	PO 28805 RESURFACING OF MANOR DRIVE - MARCH 2024	1,225.50	2,736.00
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 28806 RESURFACING OF STONEHEDGE LANE - MARCH 2	2,001.75	
	PO 28807 2024 RESURFACING OF VARIOUS STREETS - MA	4,824.00	
	PO 28832 ESCROW - FEBRUARY 2024 SERVICES - HIGHLA	213.00	7,038.75
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 28833 ESCROW - NOVEMBER 2023 SERVICES - AJ PER	600.75	
	PO 28840 PLANNING BOARD - MARCH 2024 SERVICES	355.00	
	PO 28841 ESCROW - MARCH 2024 SERVICES - TESTA	75.00	
	PO 28842 ESCROW - MARCH 2024 SERVICES - VEOLIA WA	93.75	
	PO 28843 ESCROW - MARCH 2024 SERVICES - PCV, LLC	206.25	1,390.75
3796 - HAWK GRAPHICS, INC.	PO 28712 RECREATION POST CARD	750.00	750.00
751 - JCP&L	PO 28798 MONTHLY SERVICES	60.48	60.48
751 - JCP&L	PO 28799 MONTHLY SERVICE	295.63	295.63
751 - JCP&L	PO 28800 MONTHLY SERVICES	35.51	35.51
751 - JCP&L	PO 28801 MONTHLY SERVICE	410.80	410.80
751 - JCP&L	PO 28802 MONTHLY SERVICE	116.58	116.58
3839 - JOSEPH, PAUL	PO 28717 Refund - 100% Disabled Veteran - Block 2	818.45	818.45
3412 - KONICA MINOLTA PREMIER FINANCE	PO 28585 MAY-DECEMBER 2024 BLANKET PURCHASE ORDER	130.19	130.19
3412 - KONICA MINOLTA PREMIER FINANCE	PO 28586 MAY-DECEMBER 2024 BLANKET PURCHASE ORDER	112.52	112.52
3156 - KUNCKEN, DEREK	PO 28758 POLICE - REIMBURSEMENT FOR GAS FOR FUNER	72.00	72.00
1928 - LINDE GAS & EQUIPMENT, INC.	PO 28766 2024 Blanket for Tank Leases	96.00	96.00
934 - LOWE'S BUSINESS ACCOUNT	PO 28233 2024 BLANKET PURCHASE ORDER	2,073.49	2,073.49
1487 - LT. GUY MARIANI	PO 28810 POLICE - REIMBURSEMENT: ANNUAL CFE MEMBE	225.00	225.00
3699 - MARAZITI FALCON, LLP	PO 28844 ESCROW - APRIL 2024 SERVICES - PANTHER L	105.00	
	PO 28845 ESCROW - APRIL 2024 SERVICES - PRESTIA	87.50	
	PO 28846 PLANNING BOARD - APRIL 2024 SERVICES	52.50	245.00
3812 - MINDING YOUR MIND	PO 28211 MAC GRANT - CHANGING LIVES: STORIES OVER	500.00	500.00
2875 - MORTON SALT, INC.	PO 28602 2024 BLANKET PURCHASE ORDER - ROCK SALT	39,994.92	39,994.92
3842 - MUNICIPAL CLERKS' ASSOCIATION OF UNION C	PO 28718 CEU SEMINAR - 10TH EDUCATION SEMINAR	50.00	50.00
2625 - NAPA AUTO PARTS	PO 28120 2024 Blanket For Parts	203.18	203.18
1204 - NJLBHA	PO 28702 ANNUAL MEMBERSHIP DUES	20.00	20.00
1212 - NOR. JERSEY MUN EMP BENFT FUND	PO 28595 JAN-APRIL 2024 BLANKET PURCHASE ORDER -	105.00	
	PO 28595 JAN-APRIL 2024 BLANKET PURCHASE ORDER -	6,323.00	6,428.00
2280 - ONE CALL CONCEPTS, INC.	PO 28310 2024 BLANKET PURCHASE ORDER - CALL BEFOR	17.16	17.16
3590 - OPTIMUM	PO 28112 EQUIPMENT CHARGES - CABLE BOXES - 2024 B	10.00	10.00
3183 - ORGERA, MICHAEL	PO 28852 CPWM Renewal	50.00	50.00
1775 - PENTELDATA	PO 28204 2024 BLANKET PURCHASE ORDER - BROADBAND	321.89	321.89
1301 - PERFORMANCE TRAILERS, INC.	PO 28733 DPW - TIRE/WHEELS	170.00	

List of Bills - (All Funds)

Meeting Date: 05/21/2024 For bills from 05/03/2024 to 05/16/2024

Vendor	Description	Payment	Check	Total
	PO 28765 TRAILER OUTLET	125.00		295.00
1306 - PETRO-MECHANICS, INC	PO 28741 2024 Annual NJDEP Compliance Testing	1,880.00		1,880.00
3794 - PRUDENTIAL CENTER - GROUP SALES	PO 28713 RECREATION - MONSTER JAM	1,320.00		
	PO 28714 RECREATION - DEVILS GAME 2024/2025 SEASO	200.00		1,520.00
2763 - PTL. LAWRENCE MENDELSONH*	PO 28788 POLICE - RANGE MEAL REIMBURSEMENT	10.00		10.00
1348 - PTL. TODD SODANO	PO 28787 POLICE - RANGE MEAL REIMBURSEMENT	10.00		10.00
3257 - RICOH USA, INC.	PO 28623 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	225.35		225.35
1432 - RONETCO SUPERMARKETS, INC	PO 28762 ADMINISTRATIVE PROFESSIONAL'S DAY	275.41		275.41
1468 - SCMUA	PO 28130 2024 Blanket For Leaves and Brush	627.30		
	PO 28131 2024 Blanket for Street Sweeping	869.98		
	PO 28132 2024 Blanket Bulky Waste	2,381.25		
	PO 28588 APRIL - DECEMBER 2024 BLANKET PURCHASE O	11,011.37		14,889.90
1483 - SERVICE TIRE TRUCK CENTER, INC.	PO 28125 2024 Blanket For Tires	381.25		381.25
3479 - SGT. KEVIN PERRY	PO 28771 POLICE - RANGE - MEAL REIMBURSEMENT	10.00		10.00
1346 - SGT. THOMAS A. DELLICKER	PO 28789 POLICE - RANGE MEAL REIMBURSEMENT	10.00		10.00
1516 - SOME'S UNIFORMS, INC.	PO 28759 POLICE - CITATION BARS & MEDALS	611.00		611.00
1521 - SPACE FARMS ZOO	PO 28231 2024 BLANKET PURCHASE ORDER - CARCASS RE	58.00		58.00
3846 - SPLASHTOP, INC.	PO 28820 2024 YEARLY SUBSCRIPTION - PLATFORM FOR	60.00		60.00
1543 - STAPLES	PO 28779 FINANCE/TAX OFFICE SUPPLIES - ORDER #763	50.33		50.33
1581 - STORR TRACTOR COMPANY	PO 28548 Kombi Line Marking Machine - ESCNJ Contr	2,550.89		2,550.89
1665 - THE PLUMBING STORE	PO 28306 2024 Blanket for Supplies	35.31		35.31
3601 - UNITED SITE SERVICES	PO 28481 2024 Blanket - Portable Restroom Rentals	1,134.28		1,134.28
3836 - VERGARA, BRENDA	PO 28705 REFUND - CLASSES CANCELLED	240.00		240.00
1884 - VERIZON	PO 28849 Monthly Service	715.08		715.08
1889 - VERIZON WIRELESS	PO 28848 MONTHLY SERVICE	280.09		280.09
1902 - VOGEL, CHAIT, COLLINS AND SCHNEIDER	PO 28244 2024 BLANKET PURCHASE ORDER - TAX APPEAL	175.00		
	PO 28635 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	4,672.50		4,847.50
3753 - W. CAMPBELL SUPPLY CO. OF SUSSEX CTY, LL	PO 28793 Emissions Testing - Diesel Trucks	590.00		590.00
1926 - WB MASON CO., INC.	PO 28159 2024 WATER COOLOR RENTAL & SUPPLIES	35.76		
	PO 28428 RABIES CLINIC - SUPPLIES - ORDER #S14168	65.98		
	PO 28625 FOLDING TABLE - ORDER #S142813198	100.69		
	PO 28719 ADMIN/TAX - OFFICE SUPPLIES - ORDER #S14	115.66		
	PO 28748 POLICE - OFFICE SUPPLIES - ORDER #S14229	248.12		566.21
1926 - WB MASON CO., INC.	PO 28767 ADMIN - OFFICE SUPPLIES - ORDER #S142885	1,207.39		
	PO 28767 ADMIN - OFFICE SUPPLIES - ORDER #S142885	782.97		1,990.36
3458 - WEINBERG, STEVEN J.	PO 28813 MORTGAGE DISCHARGE HOUSING REHAB LOAN RE	500.00		500.00
1930 - WELDON QUARRY CO., LLC	PO 28384 2024 Blanket for Stone and Aggregate	960.22		960.22
1954 - WITMER PUBLIC SAFETY GROUP, INC.	PO 28784 FIRE DEPT - SCBA REPAIRS	191.53		191.53
2626 - XTEL COMMUNICATIONS	PO 28640 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	424.03		424.03
TOTAL				171,123.99

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN OE	1,683.37			
01-201-20-110-020	MAYOR & COUNCIL OE	335.41			
01-201-20-120-020	CLERK OE	50.00			
01-201-20-130-020	FINANCE ADMINISTRATION OE	126.77			
01-201-20-145-020	TAX COLLECTION OE	137.52			
01-201-20-150-020	TAX ASSESSMENT OE	175.00			
01-201-20-155-020	LEGAL SERVICES	4,952.50			
01-201-21-180-020	PLANNING BD OE	429.88			
01-201-23-220-020	GROUP INSURANCE	6,323.00			
01-201-25-240-020	POLICE OE	2,291.25			
01-201-25-250-020	POLICE RADIO & COMM & 911	194.90			
01-201-25-265-020	FIRE OE	375.71			
01-201-26-290-020	ROAD REPAIR & MAINT OE	9,914.42			
01-201-26-292-020	FLEET MAINTENANCE	1,334.04			
01-201-26-310-020	PUBLIC BLDGS & GROUNDS OE	1,804.60			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-26-335-030	GARBAGE CONTRACT	10,702.64			
01-201-27-330-020	BOARD OF HEALTH OE	20.00			
01-201-28-375-020	PARKS & PLAYGROUNDS OE	750.00			
01-201-31-430-020	ELECTRICITY	60.48			
01-201-31-440-020	TELEPHONE	1,266.10			
01-201-31-446-020	NATURAL GAS	90.14			
01-201-31-460-020	GASOLINE	13,017.61			
01-201-32-465-000	RECYCLING TAX APPROP.	308.73			
01-203-25-240-020	(2023) POLICE OE		189.09		
01-205-55-000-000	Tax Overpayments			2,360.65	
01-213-07-000-000	RESERVE - FEDERAL/STATE GRANTS			1,997.28	
01-213-07-740-001	Highlands Grant			13,036.78	
01-260-05-100	Due to Claims			0.00	73,927.87
TOTALS FOR	Current fund	56,344.07	189.09	17,394.71	73,927.87
04-215-55-042-000	VARIOUS STREET IMPROVEMENTS (004-2022)			6,049.50	
04-215-55-048-000	VARIOUS STREET IMPROVEMENTS (006-2023)			2,001.75	
04-260-05-100	Due to Claims			0.00	8,051.25
TOTALS FOR	Capital	0.00	0.00	8,051.25	8,051.25
05-201-55-502-020	OPERATING OE	875.68			
05-260-05-100	Due to Claims			0.00	875.68
TOTALS FOR	Sewer	875.68	0.00	0.00	875.68
12-260-05-100	Due to Claims			0.00	65.98
12-286-56-000-001	Reserve - Dog Trust			65.98	
TOTALS FOR	Animal Trust	0.00	0.00	65.98	65.98
16-260-05-100	Due to Claims			0.00	500.00
16-286-56-000-001	Reserve - Housing Trust			500.00	
TOTALS FOR	Housing Trust	0.00	0.00	500.00	500.00
17-260-05-100	Due to Claims			0.00	40,682.07
17-286-56-000-001	Reserve - Open Space			40,682.07	
TOTALS FOR	Open Space Trust	0.00	0.00	40,682.07	40,682.07
19-260-05-100	Due to Claims			0.00	40,882.89
19-286-56-000-013	Reserve - Storm Recovery/Snow Removal			39,994.92	
19-286-56-000-400	Reserve - Uniform Construction Code			887.97	
TOTALS FOR	Other Trust	0.00	0.00	40,882.89	40,882.89
20-260-05-100	Due to Claims			0.00	1,760.00
20-286-56-011-000	TRIPS			1,520.00	
20-286-56-300-000	PROGRAMMING			240.00	
TOTALS FOR	Recreation Trust	0.00	0.00	1,760.00	1,760.00
24-260-05-100	Due to Claims			0.00	4,378.25
24-280-56-000	Reserve for Developers Escrow Deposits			3,104.00	
24-280-56-144	Veolia Water NJ (8 Mountain Ave) - 9778			93.75	
24-280-56-175	North Shore Water Assoc. - #9707758682			429.00	
24-280-56-177	Philip Prestia - #9707751072			87.50	
24-280-56-209	Byram Waterloo, LLC - #3667221100			664.00	
TOTALS FOR	Developers Escrow - VNB	0.00	0.00	4,378.25	4,378.25

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
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Total to be paid from Fund 01 Current fund	73,927.87
Total to be paid from Fund 04 Capital	8,051.25
Total to be paid from Fund 05 Sewer	875.68
Total to be paid from Fund 12 Animal Trust	65.98
Total to be paid from Fund 16 Housing Trust	500.00
Total to be paid from Fund 17 Open Space Trust	40,682.07
Total to be paid from Fund 19 Other Trust	40,882.89
Total to be paid from Fund 20 Recreation Trust	1,760.00
Total to be paid from Fund 24 Developers Escrow - VNB	4,378.25
	=====
	171,123.99

Checks Previously Disbursed

2024038	SUSSEX COUNTY TREASURER	PO# 28564	2nd Qtr 2024 County Purpose Tax	1,415,399.97	5/15/2024
2024039	SUSSEX COUNTY TREASURER	PO# 28565	2nd Qtr 2024 County Library Tax	122,889.41	5/15/2024
2024040	SUSSEX COUNTY TREASURER	PO# 28566	2nd Qtr 2024 County Open Space Tax	5,143.13	5/15/2024
2024041	TREASURER, STATE OF NJ/ 727 GS	PO# 28621	Green Acres Loan Payment #33 - CO	15,545.80	5/15/2024
9051524	BYRAM TWP PAYROLL ACCT		05/15/2024 PAYROLL	194,150.41	5/13/2024

				1,753,128.72	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 Current fund	1,753,128.72	73,927.87	1,827,056.59
Fund 04 Capital		8,051.25	8,051.25
Fund 05 Sewer		875.68	875.68
Fund 12 Animal Trust		65.98	65.98
Fund 16 Housing Trust		500.00	500.00
Fund 17 Open Space Trust		40,682.07	40,682.07
Fund 19 Other Trust		40,882.89	40,882.89
Fund 20 Recreation Trust		1,760.00	1,760.00
Fund 24 Developers Escrow - VNB		4,378.25	4,378.25

BILLS LIST TOTALS	1,753,128.72	171,123.99	1,924,252.71
			=====

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

Meeting Date: 05/21/2024 For bills from 05/03/2024 to 05/16/2024

Account	P0 #	Vendor	Description	Payment	Account Total
Current fund					
DEPARTMENT 000					
	28715	DELFRANCO, DAVID	1st Quarter 2024	1,542.20	
	28717	JOSEPH, PAUL	1st Quarter 2024	818.45	
01-205-55-000-000		Tax Overpayments	TOTAL FOR ACCOUNT		2,360.65
TOTAL for DEPARTMENT 000					2,360.65
DEPARTMENT 100					
	28767	WB MASON CO., INC.	ITEM #HEWCE285AD - HP 85A (CE285D) TONER	142.78	
	28767	WB MASON CO., INC.	ITEM #SWI54501 - SWINGLINE STANDARD FULL	6.20	
	28767	WB MASON CO., INC.	ITEM #HEWE743A - HP 307A (CE743A) TONER	343.99	
	28767	WB MASON CO., INC.	ITEM #HEWCE741A - HP 307A (CE741A) TONER	343.99	
	28719	WB MASON CO., INC.	ITEM #UNV10421 - UNIVERSAL BOLD ROUND WA	14.22	
	28767	WB MASON CO., INC.	ITEM #HEWCE742A - HP 307A (CE742A) TONER	343.99	
	28625	WB MASON CO., INC.	ITEM #ALEFT726018WA - ALERA WOOD FOLDING	100.69	
	28767	WB MASON CO., INC.	ITEM #MMM686AYPV1IN - POST-IT TABS, 1 IN	20.56	
	28767	WB MASON CO., INC.	ITEM #TOPPENPAL1 - TOPS PENPAL RUBBER PE	5.88	
01-201-20-100-200		Office Supplies	TOTAL FOR ACCOUNT		1,322.30
	28808	GANNETT NEW YORK/NEW JERSEY LOCALIQ	04/07/24 - NOTICE OF INTRODUCTION - ORDI	27.65	
	28808	GANNETT NEW YORK/NEW JERSEY LOCALIQ	04/07/24 - NOTICE OF ADOPTION - ORDINANC	30.00	
	28808	GANNETT NEW YORK/NEW JERSEY LOCALIQ	04/07/24 - NOTICE OF INTRODUCTION - ORDI	21.45	
	28808	GANNETT NEW YORK/NEW JERSEY LOCALIQ	04/23/24 - NOTICE OF ADOPTION - ORDINANC	19.59	
	28808	GANNETT NEW YORK/NEW JERSEY LOCALIQ	04/23/24 - NOTICE OF ADOPTION - ORDINANC	27.03	
01-201-20-100-208		Advertising	TOTAL FOR ACCOUNT		125.72
	28623	RICOH USA, INC.	MAY 2024 COPIER LEASE	225.35	
01-201-20-100-209		Copy Machine	TOTAL FOR ACCOUNT		225.35
	28112	OPTIMUM	MAY 2024 EQUIPMENT CHARGES - DPW - CABLE	5.00	
	28112	OPTIMUM	MAY 2024 EQUIPMENT CHARGES - PD - CABLE	5.00	
01-201-20-100-216		Computer Services	TOTAL FOR ACCOUNT		10.00
TOTAL for DEPARTMENT 100					1,683.37
DEPARTMENT 110					
	28762	RONETCO SUPERMARKETS, INC	ADMINISTRATIVE PROFESSIONAL'S DAY	275.41	
01-201-20-110-200		Office Supplies	TOTAL FOR ACCOUNT		275.41
	28820	SPLASHTOP, INC.	SPLASHTOP BUSINESS ACCESS - SOLO - YEARL	60.00	
01-201-20-110-202		Dues & Memberships	TOTAL FOR ACCOUNT		60.00
TOTAL for DEPARTMENT 110					335.41

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

Meeting Date: 05/21/2024 For bills from 05/03/2024 to 05/16/2024

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 120					
01-201-20-120-203		28718 MUNICIPAL CLERKS' ASSOCIATION OF UNION COUNTY	05/09/2024 -10TH EDUCATION SEMINAR - CYN	50.00	
		Seminars & Meetings	TOTAL FOR ACCOUNT		50.00
					=====
TOTAL for DEPARTMENT 120					50.00
DEPARTMENT 130					
01-201-20-130-200		28779 STAPLES	ITEM #897512 - BIC CRYSTAL BALLPOINT STI	4.87	
		28779 STAPLES	ITEM #125328 - SHARPIE PERMANENT MARKER,	9.38	
		Office Supplies	TOTAL FOR ACCOUNT		14.25
01-201-20-130-209		28586 KONICA MINOLTA PREMIER FINANCE	JANUARY - APRIL 2024 CLICKS	0.82	
		28586 KONICA MINOLTA PREMIER FINANCE	MAY 2024 COPY MACHINE LEASE	111.70	
		Copy Machine	TOTAL FOR ACCOUNT		112.52
					=====
TOTAL for DEPARTMENT 130					126.77
DEPARTMENT 145					
01-201-20-145-200		28719 WB MASON CO., INC.	ITEM #HEWCF280A - HP 80A (CF280A) TONER	101.44	
		28779 STAPLES	ITEM #106714 - EPSON BLACK DOT-MATRIX PR	17.94	
		28779 STAPLES	ITEM #752325 - EPSON ERC-32B BLACK DOT-M	18.14	
		Office Supplies	TOTAL FOR ACCOUNT		137.52
					=====
TOTAL for DEPARTMENT 145					137.52
DEPARTMENT 150					
01-201-20-150-228		28244 VOGEL, CHAIT, COLLINS AND SCHNEIDER	APRIL 2024 TAX APPEAL SERVICES FOR 2024	87.50	
		28244 VOGEL, CHAIT, COLLINS AND SCHNEIDER	APRIL 2024 TAX APPEAL SERVICES FOR 2020	87.50	
		Tax Appeals	TOTAL FOR ACCOUNT		175.00
					=====
TOTAL for DEPARTMENT 150					175.00
DEPARTMENT 155					
01-201-20-155-808		28734 APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	TELEPHONE CALL FROM/TO MAYOR REGARDING P	40.00	
		28734 APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	CONFERENCE CALL W/JOE SABATINI & PHIL CR	120.00	
		28734 APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	RECEIVE & REVIEW CORRESPONDENCE FROM PHI	40.00	
		28734 APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	RECEIVE & REVIEW CORRESPONDENCE FROM & D	40.00	
		28734 APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	RECEIPT & REVIEW OF EMAIL CORRESPONDENCE	40.00	
		28635 VOGEL, CHAIT, COLLINS AND SCHNEIDER	APRIL 2024 TWP ATTORNEY SERVICES	4,672.50	
		Legal Retainer	TOTAL FOR ACCOUNT		4,952.50

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

Meeting Date: 05/21/2024 For bills from 05/03/2024 to 05/16/2024

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 155					
TOTAL for DEPARTMENT 155					=====
					4,952.50
DEPARTMENT 180					
01-201-21-180-208	28808	GANNETT NEW YORK/NEW JERSEY LOCALIQ	04/10/24 - LUB 04/04/2024 MEETING BUSINE	22.38	
		<i>Advertising</i>	TOTAL FOR ACCOUNT		22.38
01-201-21-180-215	28846	MARAZITI FALCON, LLP	COMMUNICATIONS W/J. SABATINI & C. STONER	52.50	
		<i>Legal Services</i>	TOTAL FOR ACCOUNT		52.50
01-201-21-180-218	28840	HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 03/26/2024	142.00	
	28840	HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 03/06/2024	142.00	
	28840	HAROLD E. PELLOW & ASSOCIATES,	PREPARE FOR MEETING	71.00	
		<i>Engineering Fees</i>	TOTAL FOR ACCOUNT		355.00
TOTAL for DEPARTMENT 180					=====
					429.88
DEPARTMENT 220					
01-201-23-220-230	28595	NOR. JERSEY MUN EMP BENFT FUND	JUNE 2024 DENTAL INSURANCE PREMIUMS	6,323.00	
		<i>Group Plans</i>	TOTAL FOR ACCOUNT		6,323.00
TOTAL for DEPARTMENT 220					=====
					6,323.00
DEPARTMENT 240					
01-201-25-240-200	28748	WB MASON CO., INC.	ITEM #DAH508 - ROLLING/ROTARY PAPER TRIM	33.92	
	28748	WB MASON CO., INC.	ITEM #COS032961 - 2000 PLUS SELF-INKING	0.98	
	28748	WB MASON CO., INC.	ITEM #BICWOTAP10 - WITE-OUT EZ CORRECT C	14.48	
	28748	WB MASON CO., INC.	ITEM #ASP29302 - NATURESMART MOUSE PAD,	78.76	
	28748	WB MASON CO., INC.	ITEM #IVRF360A - REMANUFACTURED BLACK TO	119.98	
		<i>Office Supplies/Misc</i>	TOTAL FOR ACCOUNT		248.12
01-201-25-240-202	28810	LT. GUY MARIANI	REIMBURSEMENT FOR 2024 CFE ANNUAL MEMBER	225.00	
		<i>Dues & Memberships</i>	TOTAL FOR ACCOUNT		225.00
01-201-25-240-209	28585	KONICA MINOLTA PREMIER FINANCE	MAY 2024 COPY MACHINE LEASE	130.19	
		<i>Copy Machine</i>	TOTAL FOR ACCOUNT		130.19
01-201-25-240-211	28735	GTBM, INC.	JAN 01-MAR 31, 2024 E-TICKET INVOICE (TY	123.75	
		<i>Service/Maintenance</i>	TOTAL FOR ACCOUNT		123.75
	28789	SGT. THOMAS A. DELLICKER	MEAL REIMBURSEMENT - RANGE	10.00	
	28771	SGT. KEVIN PERRY	MEAL REIMBURSEMENT - RANGE	10.00	
	28787	PTL. TODD SODANO	MEAL REIMBURSEMENT - RANGE	10.00	
	28809	CHIEF DANIEL DEWALD	MEAL REIMBURSEMENT - RANGE	10.00	
	28788	PTL. LAWRENCE MENDELSONH*	MEAL REIMBURSEMENT - RANGE	10.00	

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

Meeting Date: 05/21/2024 For bills from 05/03/2024 to 05/16/2024

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 240					
01-201-25-240-246	Meals		TOTAL FOR ACCOUNT		50.00
	28848	VERIZON WIRELESS	PATROL VEHICLE PHONE & MODEMS ACCOUNT #2	280.09	
01-201-25-240-250	Cell Phone - Police		TOTAL FOR ACCOUNT		280.09
	28812	ATLANTIC COMMUNICATIONS, INC	CAR #7 - COMPLETE CHECK OF ALL EQUIPMENT	250.00	
	28811	ATLANTIC COMMUNICATIONS, INC	KES 5 CAB SPEAKER	51.10	
	28811	ATLANTIC COMMUNICATIONS, INC	CAR #8 - COMPLETE CHECK OF RADIO. FOUND	250.00	
01-201-25-240-266	Radio Repairs Upgrade		TOTAL FOR ACCOUNT		551.10
	28758	KUNCKEN, DEREK	REIMBURSEMENT FOR GAS FOR FUNERAL DETAIL	72.00	
01-201-25-240-281	Cars/Public Safety		TOTAL FOR ACCOUNT		72.00
	28759	SOME'S UNIFORMS, INC.	ITEM #AE-3 - DOUBLE NUMERALS, #30 GOLD	9.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #LWMB-1 - CITATION BAR - EXCEPTIONA	10.00	
	28759	SOME'S UNIFORMS, INC.	SHIPPING	31.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #LWMB-2 - CITATION BAR - HONORABLE	15.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #LAWB-7 - CITATION BAR - MERITORIOU	10.00	
	28759	SOME'S UNIFORMS, INC.	ACORN PIN INSERT FOR EDUCATIONAL ACHIEVE	8.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #LAW-7 - AWARD MEDAL - MERITORIOUS	96.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #AE-3 - DOUBLE NUMERALS, #15 GOLD (	15.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #AC-6 - SINGLE NUMERALS, #4 GOLD	8.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #AC-6 - SINGLE NUMERALS, #3 GOLD	6.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #LAWB-11 - CITATION BAR - UNIT CITA	25.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #LAWB-22 - CITATION BAR - GOOD COND	25.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #LAWB-22 - CITATION BAR - GOOD COND	25.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #LWMB-4 - CITATION BAR - EDUCATIONA	15.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #LWMB-4 - CITATION BAR - EDUCATIONA	30.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #LAWB-24 - CITATION BAR - HONORABLE	40.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #AC-6 - SINGLE NUMERALS, #2 GOLD	6.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #LAW-24 - AWARD MEDAL - HONARABLE D	192.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #AC-6 - SINGLE NUMERALS, #5 GOLD	6.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #AE-3 - DOUBLE NUMERALS, #10 GOLD	9.00	
	28759	SOME'S UNIFORMS, INC.	ITEM #LWMB-2 - CITATION BAR - HONORABLE	30.00	
01-201-25-240-452	Special Items		TOTAL FOR ACCOUNT		611.00
	28735	GTBM, INC.	OCT 01-DEC 31, 2023 E-TICKET INVOICE (TY	123.75	
	28735	GTBM, INC.	JULY 01-SEPT 30, 2023 E-TICKET INVOICE (	65.34	
01-203-25-240-220	(2023) Operating Maintenance		TOTAL FOR ACCOUNT		189.09
TOTAL for DEPARTMENT 240					2,480.34
DEPARTMENT 250					
	28204	PENTELEDATA	MAY 2024 BROADBAND SERVICES	194.90	
01-201-25-250-020	POLICE RADIO & COMM & 911		TOTAL FOR ACCOUNT		194.90
TOTAL for DEPARTMENT 250					194.90

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Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 265					
01-201-25-265-211		28784 WITMER PUBLIC SAFETY GROUP, INC.	ITEM #MSA-804823 - MSA ULTRA ELITE NOSEC	25.66	
		28784 WITMER PUBLIC SAFETY GROUP, INC.	ITEM #MSA-10031105 - MSA SPEED-ON CHICAG	89.79	
		28784 WITMER PUBLIC SAFETY GROUP, INC.	ITEM #MSA-63198 - MSA O-RING	33.72	
		28784 WITMER PUBLIC SAFETY GROUP, INC.	ITEM #MSA-804822 - MSA ULTRA ELITE NOSEC	15.28	
		28784 WITMER PUBLIC SAFETY GROUP, INC.	ITEM #MSA-10083236 - MSA BATTERY CAP FOR	27.08	
		Service/Maintenance	TOTAL FOR ACCOUNT		191.53
01-201-25-265-220		28233 LOWE'S BUSINESS ACCOUNT	4 CYCLE 2.1 GALLON FUEL	93.06	
		28233 LOWE'S BUSINESS ACCOUNT	TRUFUEL 110FL OZ 4CYCLE	91.12	
		Operating Maintenance	TOTAL FOR ACCOUNT		184.18
TOTAL for DEPARTMENT 265					375.71
DEPARTMENT 290					
01-201-26-290-202		28852 ORGERA, MICHAEL	CPWM Renewal - M1282	50.00	
		Dues & Memberships	TOTAL FOR ACCOUNT		50.00
01-201-26-290-220		28132 SCMUA	04/26/2024 - BULKY WASTE	971.25	
		28132 SCMUA	04/29/2024 - BULKY WASTE	1,410.00	
		28741 PETRO-MECHANICS, INC	Verify Overfill Protection	75.00	
		28766 LINDE GAS & EQUIPMENT, INC.	INDUSTRIAL ACETYLENE 3/20-4/20/24	12.00	
		28741 PETRO-MECHANICS, INC	Veeder Root Certification	400.00	
		28741 PETRO-MECHANICS, INC	Tank Tightness Test	575.00	
		28233 LOWE'S BUSINESS ACCOUNT	1-1/2-IN BLK IRON PLUG	4.45	
		28233 LOWE'S BUSINESS ACCOUNT	RB 3-1/2 SN 1/4 SPRING DO	18.03	
		28741 PETRO-MECHANICS, INC	Emergency Stop Switch Test & Shear Valve	115.00	
		28741 PETRO-MECHANICS, INC	Mechanical Line Leak Detector	250.00	
		28741 PETRO-MECHANICS, INC	PV Valve Test	115.00	
		28741 PETRO-MECHANICS, INC	Pressure Decay or Static Pressure Perfor	350.00	
		28766 LINDE GAS & EQUIPMENT, INC.	INDUSTRIAL HIGH PRESSURE 3/20-4/20/24	20.00	
		28766 LINDE GAS & EQUIPMENT, INC.	INDUSTRIAL ACETYLENE 1/20-2/20/24	12.00	
		28766 LINDE GAS & EQUIPMENT, INC.	INDUSTRIAL HIGH PRESSURE 2/20-3/20/24	20.00	
		28766 LINDE GAS & EQUIPMENT, INC.	INDUSTRIAL ACETYLENE 2/20-3/20/24	12.00	
		28766 LINDE GAS & EQUIPMENT, INC.	INDUSTRIAL HIGH PRESSURE 1/20-2/20/24	20.00	
		Operating Maintenance	TOTAL FOR ACCOUNT		4,379.73
01-201-26-290-253		28384 WELDON QUARRY CO., LLC	04/10/2024 - I-5 FABC	274.79	
		28384 WELDON QUARRY CO., LLC	04/08/2024 - I-5 FABC	272.69	
		28384 WELDON QUARRY CO., LLC	04/09/2024 - I-5 FABC	278.28	
		28384 WELDON QUARRY CO., LLC	04/19/2024 - I-5 FABC	134.46	
		Black Top	TOTAL FOR ACCOUNT		960.22
01-201-26-290-283		28233 LOWE'S BUSINESS ACCOUNT	DW 3IN 12 TPI SCR T-SHK	6.63	
		28233 LOWE'S BUSINESS ACCOUNT	WHIZZ 2-PACK 4IN FOAM	5.97	
		28548 STORR TRACTOR COMPANY	Kombi Orange Extra Battery, (KOUNIVCOMP6	513.89	
		28233 LOWE'S BUSINESS ACCOUNT	13IN FLOORING SHEAR	237.48	
		28548 STORR TRACTOR COMPANY	Kombi Orange Line Marking Machine	2,037.00	
		New Equipment	TOTAL FOR ACCOUNT		2,800.97
01-201-26-290-285		28231 SPACE FARMS ZOO	APRIL 2024 - CARCASS REMOVAL SERVICES	58.00	
		Carcass Removal	TOTAL FOR ACCOUNT		58.00
		28233 LOWE'S BUSINESS ACCOUNT	1-2-8 NO.2 TC WHITEWOOD B	59.36	
		28233 LOWE'S BUSINESS ACCOUNT	5 GAL EZGRIP MEASURE RIGH	7.11	

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

Meeting Date: 05/21/2024 For bills from 05/03/2024 to 05/16/2024

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 290					
		28233 LOWE'S BUSINESS ACCOUNT	13FT X 20FT SP PVC POND	140.60	
		28233 LOWE'S BUSINESS ACCOUNT	NO.2 TC WHITEWOOD B	-59.36	
		28233 LOWE'S BUSINESS ACCOUNT	1LB HWH W/WSHR PT 2IN ZI	13.30	
		28233 LOWE'S BUSINESS ACCOUNT	RO PRO 150Z ORNG FLOOR	51.26	
		28233 LOWE'S BUSINESS ACCOUNT	1-2-8 PRM SPURCE PNE FIR	21.78	
		28233 LOWE'S BUSINESS ACCOUNT	WARNER 5 GALLON BUCKET OP	2.17	
01-201-26-290-461		Park Maintenance	TOTAL FOR ACCOUNT		236.22
		28481 UNITED SITE SERVICES	APRIL 2024 - ADA ACCESSIBLE RESTROOM @ B	89.25	
		28481 UNITED SITE SERVICES	APRIL 2024 - ADA ACCESSIBLE RESTROOM @ T	89.25	
		28481 UNITED SITE SERVICES	APRIL 2024 -STANDARD RESTROOM @ CO JOHNS	380.65	
		28481 UNITED SITE SERVICES	APRIL 2024 - STANDARD RESTROOM @ TAMARAC	61.25	
		28481 UNITED SITE SERVICES	APRIL 2024 - STANDARD RESTROOM @ NEIL GY	61.25	
		28481 UNITED SITE SERVICES	APRIL 2024 - ADA ACCESSIBLE RESTROOM @ R	89.25	
		28481 UNITED SITE SERVICES	APRIL 2024 - ADA ACCESSIBLE RESTROOM @ C	184.88	
		28481 UNITED SITE SERVICES	APRIL 2024 - ADA ACCESSIBLE RESTROOM @ M	89.25	
		28481 UNITED SITE SERVICES	APRIL 2024 - ADA ACCESSIBLE RESTROOM @ N	89.25	
01-201-26-290-491		Park Operating	TOTAL FOR ACCOUNT		1,134.28
		28765 PERFORMANCE TRAILERS, INC.	INSTANT OUTLET (PAINT MACHINE CHARGER)	125.00	
		28733 PERFORMANCE TRAILERS, INC.	16.5 X 6.5 - 8 Tire & Wheel	170.00	
01-201-26-290-492		Park Vehicle Repair	TOTAL FOR ACCOUNT		295.00
TOTAL for DEPARTMENT 290					9,914.42
DEPARTMENT 292					
		28124 DOVER BRAKE & CLUTCH CO., INC.	DRAIN PAN	33.85	
		28124 DOVER BRAKE & CLUTCH CO., INC.	COUPLER, HYD QUICK, 1/2IN NPTF	69.96	
		28120 NAPA AUTO PARTS	NAPA GOLD FUEL FILTER	64.22	
		28124 DOVER BRAKE & CLUTCH CO., INC.	QUICK COUPLER - DUST CAP	27.90	
		28124 DOVER BRAKE & CLUTCH CO., INC.	QUICK COUPLER - DUST PLUG	27.90	
		28793 W. CAMPBELL SUPPLY CO. OF SUSSEX CTY, LLC	FB-4 - F550 Emissions Testing	147.50	
		28793 W. CAMPBELL SUPPLY CO. OF SUSSEX CTY, LLC	M-4 - F-600 Emissions Testing	147.50	
		28125 SERVICE TIRE TRUCK CENTER, INC.	DSMT/MT COMPUTER SPIN BALANCE	76.00	
		28120 NAPA AUTO PARTS	NAPA GOLD FUEL FILTER	60.55	
		28125 SERVICE TIRE TRUCK CENTER, INC.	AUTEL TPMS SENSOR	120.00	
		28120 NAPA AUTO PARTS	NAPA GOLD OIL FILTER	78.41	
		28793 W. CAMPBELL SUPPLY CO. OF SUSSEX CTY, LLC	D-2 - 108SD Emissions Testing	147.50	
		28793 W. CAMPBELL SUPPLY CO. OF SUSSEX CTY, LLC	D-1 - F-750 Emissions Testing	147.50	
01-201-26-292-270		DPW Fleet	TOTAL FOR ACCOUNT		1,148.79
		28125 SERVICE TIRE TRUCK CENTER, INC.	SCRAP TIRE DISPOSAL PASSENGER TIRE	7.00	
		28125 SERVICE TIRE TRUCK CENTER, INC.	DSMT/MT COMPUTER SPIN BALANCE	15.75	
		28125 SERVICE TIRE TRUCK CENTER, INC.	108V GDYR EAGLE ENFORCER AVE	146.00	
01-201-26-292-280		Police Dept. Fleet	TOTAL FOR ACCOUNT		168.75
		28125 SERVICE TIRE TRUCK CENTER, INC.	DISMOUNT FROM WHEEL - NO VEHICLE	16.50	
01-201-26-292-290		SR Van Fleet	TOTAL FOR ACCOUNT		16.50
TOTAL for DEPARTMENT 292					1,334.04

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

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DEPARTMENT 310

28233	LOWE'S BUSINESS ACCOUNT	RB 5IN GRAYWALL PROTECTECTR	3.78
28233	LOWE'S BUSINESS ACCOUNT	LEFT END CAP	22.70
28233	LOWE'S BUSINESS ACCOUNT	1.5IN PVC DWV P-TRAP W/U	7.66
28233	LOWE'S BUSINESS ACCOUNT	FLEXCO 4FT TPR ALMOND WA	9.33
28233	LOWE'S BUSINESS ACCOUNT	6FT FRONT COVER	114.00
28233	LOWE'S BUSINESS ACCOUNT	4FT FRONT COVER	51.28
28233	LOWE'S BUSINESS ACCOUNT	WARNER 3PACK PUTTY KNIFE	3.78
28233	LOWE'S BUSINESS ACCOUNT	INSIDE CORNER	23.72
28233	LOWE'S BUSINESS ACCOUNT	SPLICE PLATE	6.60
28233	LOWE'S BUSINESS ACCOUNT	FLEXCO ACRYLIC ADHESIVES	3.78
28233	LOWE'S BUSINESS ACCOUNT	RIGHT END CAP	11.35
28233	LOWE'S BUSINESS ACCOUNT	#8 HOSE CLAMP CM	7.52
28233	LOWE'S BUSINESS ACCOUNT	6OZ STAINABLE WOODFILER	8.82
28233	LOWE'S BUSINESS ACCOUNT	HENRY440 PREM WALL BASE A - MB KITCHEN F	18.96
28233	LOWE'S BUSINESS ACCOUNT	JHSN 10IN PLASTIC CONTOUR - MB KITCHEN F	13.28
28233	LOWE'S BUSINESS ACCOUNT	PRO VINYL LAMINATE INSTAL - MB KITCHEN F	33.23
28233	LOWE'S BUSINESS ACCOUNT	FLEXCO 4FT TPR ALMOND WA - MB KITCHEN FL	49.92
28233	LOWE'S BUSINESS ACCOUNT	CRAFTSMAN REPLACEMENT SEN	44.64
28233	LOWE'S BUSINESS ACCOUNT	STEEL GARAGE DOOR ROLLERS	5.68
28233	LOWE'S BUSINESS ACCOUNT	CRAFTSMAN REPLACEMENT SEN	-44.64
28233	LOWE'S BUSINESS ACCOUNT	GRAY 2INX36IN FLT CRPT	10.14
28233	LOWE'S BUSINESS ACCOUNT	4LB SNAKE AWAY REPELLING	28.46
28306	THE PLUMBING STORE	BRASS NIPPLE 3/4 X 3	7.30
28233	LOWE'S BUSINESS ACCOUNT	PS TP HOLDER WHITE	3.78
28233	LOWE'S BUSINESS ACCOUNT	CM PROREACH 35FT TAPE	26.58
28233	LOWE'S BUSINESS ACCOUNT	PS SETON TP HOLDER CHROME	12.33
28233	LOWE'S BUSINESS ACCOUNT	5/4 6-8 SMOOTH CEDAR KD D	12.33
28233	LOWE'S BUSINESS ACCOUNT	APOC 365 1GAL RBRZD FISH	51.30
28233	LOWE'S BUSINESS ACCOUNT	GE LFL 30W T8A 3FT 3KK	79.08
28233	LOWE'S BUSINESS ACCOUNT	GE LFL 32W T8A 4FT 3.5K 2	26.00
28306	THE PLUMBING STORE	BRASS NIPPLE 3/4 X 5 1/2	12.20
28306	THE PLUMBING STORE	BRASS CPLG 3/4	7.60
28233	LOWE'S BUSINESS ACCOUNT	APOC 365 1GAL RBRZD FLSH	-25.65
28233	LOWE'S BUSINESS ACCOUNT	GE LFL 30W T8A 3F 3.5K	-39.54
28233	LOWE'S BUSINESS ACCOUNT	SM LONDON SKY OAK - MB KITCHEN FLOOR	764.26
28233	LOWE'S BUSINESS ACCOUNT	PWT 2INX36IN FLT CRPT T	10.91
28233	LOWE'S BUSINESS ACCOUNT	BATTERY 6V 4.5AH	25.16
28306	THE PLUMBING STORE	2X1 1/2" FERNCO COUP	8.21
28142	DELSEA TERMITE & PEST CONTROL	05/13/24 - MONTHLY PEST CONTROL - CO JOH	48.00
28689	EXTel COMMUNICATIONS	LABOR FOR PROGRAMMING 973-347-22500 TO B	210.00
28159	WB MASON CO., INC.	5 GALLON WATER JUG	35.76
28159	WB MASON CO., INC.	5 GALLON WATER DEPOSIT	48.00
28159	WB MASON CO., INC.	5 GALLON WATER DEPOSIT CREDIT	-48.00
28142	DELSEA TERMITE & PEST CONTROL	05/02/24 - MONTHLY PEST CONTROL - LEE HI	32.00
28142	DELSEA TERMITE & PEST CONTROL	05/13/24 - MONTHLY PEST CONTROL - MUNICI	63.00

01-201-26-310-220

Operating Maintenance

TOTAL FOR ACCOUNT

1,804.60

TOTAL for DEPARTMENT 310

1,804.60

DEPARTMENT 330

28702	NJLBHA	ANNUAL REGULAR MEMBERSHIP RENEWAL	20.00
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01-201-27-330-202

Dues & Memberships

TOTAL FOR ACCOUNT

20.00

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Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 330					
TOTAL for DEPARTMENT 330					20.00
DEPARTMENT 335					
01-201-26-335-030	28588	SCMUA	04/30/24 - GARBAGE TIPPING FEES	6,267.04	
	28588	SCMUA	04/23/24 - GARBAGE TIPPING FEES	4,435.60	
	GARBAGE CONTRACT		TOTAL FOR ACCOUNT		10,702.64
TOTAL for DEPARTMENT 335					10,702.64
DEPARTMENT 375					
01-201-28-375-208	28712	HAWK GRAPHICS, INC.	QTY: 3,500 6X4 4/4 100# GLOSS POSTCARDS	355.00	
	28712	HAWK GRAPHICS, INC.	PREP & SORT	395.00	
	Advertising		TOTAL FOR ACCOUNT		750.00
TOTAL for DEPARTMENT 375					750.00
DEPARTMENT 430					
01-201-31-430-661	28798	JCP&L	NEIL GYLING - ACCT #100030508426	60.48	
	P & R Utilities		TOTAL FOR ACCOUNT		60.48
TOTAL for DEPARTMENT 430					60.48
DEPARTMENT 440					
01-201-31-440-601	28640	XTEL COMMUNICATIONS	MAY 2024 LONG DISTANCE CHARGES	424.03	
	28204	PENTEldata	MAY 2024 COMMERCIAL CABLE MODEM	126.99	
	28849	VERIZON	Administration - Account #251-256-345-00	61.97	
A&E Utilities		TOTAL FOR ACCOUNT		612.99	
01-201-31-440-670	28849	VERIZON	DPW - Account #251-256-346-0001-55	176.34	
	DPW Utilities		TOTAL FOR ACCOUNT		176.34
01-201-31-440-680	28849	VERIZON	Police - Account #751-663-306-0001-55	476.77	
	Public Safety		TOTAL FOR ACCOUNT		476.77
TOTAL for DEPARTMENT 440					1,266.10

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Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 446					
01-201-31-446-675	28835	ELIZABETHTOWN GAS <i>Fire Dept Utilities</i>	34 LEE HILL RD - ACCT #5628595432	90.14	90.14
			TOTAL FOR ACCOUNT		90.14
				=====	
		TOTAL for DEPARTMENT 446			90.14
DEPARTMENT 460					
01-201-31-460-670	28637	ALLIED OIL, LLC	05/08/24 - GASOLINE DELIVERY - 2,022.20	6,226.35	
	28638	CREATIVE MANAGEMENT, INC.	05/07/24 - DIESEL DELIVERY - 2,515.00 GA	6,791.26	
		<i>DPW Utilities</i>	TOTAL FOR ACCOUNT		13,017.61
				=====	
		TOTAL for DEPARTMENT 460			13,017.61
DEPARTMENT 465					
01-201-32-465-000	28588	SCMUA	04/30/24 - RECYCLING TAX FEES	180.78	
	28588	SCMUA	04/23/24 - RECYCLING TAX FEES	127.95	
		<i>RECYCLING TAX APPROP.</i>	TOTAL FOR ACCOUNT		308.73
				=====	
		TOTAL for DEPARTMENT 465			308.73
DEPARTMENT 740					
01-213-07-740-001004	28226	HAROLD E. PELLOW & ASSOCIATES,	MARCH 2024 SERVICES - TASK #5 - STORM DR	1,396.26	
	28226	HAROLD E. PELLOW & ASSOCIATES,	MARCH 2024 SERVICES - TASK #13 - WATERSH	5,876.63	
	28226	HAROLD E. PELLOW & ASSOCIATES,	MARCH 2024 SERVICES - TASK #11 - MS4 MAP	5,015.89	
	28226	HAROLD E. PELLOW & ASSOCIATES,	MARCH 2024 SERVICES - TASK #4 - STREET S	748.00	
		<i>Stormwater Management Planning (14)</i>	TOTAL FOR ACCOUNT		13,036.78
				=====	
		TOTAL for DEPARTMENT 740			13,036.78
DEPARTMENT 776					
01-214-23-776-004	28130	SCMUA	04/29/2024 - LEAF DISPOSAL	110.25	
	28130	SCMUA	04/26/2024 - LEAF DISPOSAL	61.65	
	28130	SCMUA	04/22/2024 - LEAF DISPOSAL	96.75	
	28130	SCMUA	04/29/2024 - BRUSH DISPOSAL	122.40	
	28130	SCMUA	04/26/2024 - BRUSH DISPOSAL	142.20	
	28131	SCMUA	04/26/24 - STREET SWEEPING	52.50	
	28131	SCMUA	04/30/24 - STREET SWEEPING	817.48	
	28130	SCMUA	04/22/2024 - BRUSH DISPOSAL	94.05	
		<i>2023 - Clean Communities</i>	TOTAL FOR ACCOUNT		1,497.28

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DEPARTMENT 776					
01-214-23-776-005	28211	MINDING YOUR MIND	JANUARY & MARCH 2024 - CHANGING LIVES: S	500.00	
	2023-2024	- MAC Grant	TOTAL FOR ACCOUNT		500.00
TOTAL for DEPARTMENT 776					=====
					1,997.28
Capital					
DEPARTMENT 042					
	28807	HAROLD E. PELLOW & ASSOCIATES,	ONSITE FIELD CHECK	463.50	
	28807	HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 03/12/2024	142.00	
	28807	HAROLD E. PELLOW & ASSOCIATES,	PREPARE FOR MEETING	142.00	
	28805	HAROLD E. PELLOW & ASSOCIATES,	SUBMITTED PS&E IN PMRS (LAMP)	90.00	
	28807	HAROLD E. PELLOW & ASSOCIATES,	TYPE SPECIFICATIONS	36.00	
	28807	HAROLD E. PELLOW & ASSOCIATES,	DRAFT PLAN	2,832.50	
	28805	HAROLD E. PELLOW & ASSOCIATES,	PROJECT MANAGEMENT	319.50	
	28807	HAROLD E. PELLOW & ASSOCIATES,	PROJECT MANAGEMENT	426.00	
	28807	HAROLD E. PELLOW & ASSOCIATES,	QUANTITY CALCULATIONS	112.50	
	28807	HAROLD E. PELLOW & ASSOCIATES,	PREPARE COST ESTIMATES	257.50	
	28805	HAROLD E. PELLOW & ASSOCIATES,	PREP TRUST FUND AP'S	180.25	
	28805	HAROLD E. PELLOW & ASSOCIATES,	TYPE MISC CORRESPONDENCE	18.00	
	28807	HAROLD E. PELLOW & ASSOCIATES,	PREPARE SPECIFICATIONS	412.00	
	28805	HAROLD E. PELLOW & ASSOCIATES,	TYPE SPECIFICATIONS	180.00	
	28805	HAROLD E. PELLOW & ASSOCIATES,	DRAFT PLAN	309.00	
	28805	HAROLD E. PELLOW & ASSOCIATES,	PREPARE COST ESTIMATES	128.75	
04-215-55-042-000		VARIOUS STREET IMPROVEMENTS (004-2022)	TOTAL FOR ACCOUNT		6,049.50
TOTAL for DEPARTMENT 042					=====
					6,049.50
DEPARTMENT 048					
	28806	HAROLD E. PELLOW & ASSOCIATES,	TYPE MISC CORRESPONDENCE	18.00	
	28806	HAROLD E. PELLOW & ASSOCIATES,	PREPARE COST ESTIMATES	128.75	
	28806	HAROLD E. PELLOW & ASSOCIATES,	DRAFT PLAN	618.00	
	28806	HAROLD E. PELLOW & ASSOCIATES,	PREP TRUST FUND AP'S	180.25	
	28806	HAROLD E. PELLOW & ASSOCIATES,	TYPE SPECIFICATIONS	216.00	
	28806	HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	281.25	
	28806	HAROLD E. PELLOW & ASSOCIATES,	PROJECT MANAGEMENT	319.50	
	28806	HAROLD E. PELLOW & ASSOCIATES,	QUANTITY CALCULATIONS	150.00	
	28806	HAROLD E. PELLOW & ASSOCIATES,	SUBMITTED PS&E IN PMRS (LAMP)	90.00	
04-215-55-048-000		VARIOUS STREET IMPROVEMENTS (006-2023)	TOTAL FOR ACCOUNT		2,001.75
TOTAL for DEPARTMENT 048					=====
					2,001.75
Sewer					
DEPARTMENT 502					
	28310	ONE CALL CONCEPTS, INC.	APRIL 2024 CALL BEFORE U DIG SERVICES	17.16	

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

Meeting Date: 05/21/2024 For bills from 05/03/2024 to 05/16/2024

Account	P0 #	Vendor	Description	Payment	Account Total
Sewer					
DEPARTMENT 502					
05-201-55-502-220	Maintenance		TOTAL FOR ACCOUNT		17.16
	28799 JCP&L		SEWER STATION - ACCT #100000100212	295.63	
	28802 JCP&L		SEWER STATION - ACCT #100000072254	116.58	
	28800 JCP&L		SEWER STATION - ACCT #100000072452	35.51	
	28801 JCP&L		SEWER STATION - ACCT #100000101160	410.80	
05-201-55-502-687	Electricity		TOTAL FOR ACCOUNT		858.52
TOTAL for DEPARTMENT 502					875.68
Animal Trust					
DEPARTMENT 000					
	28428 WB MASON CO., INC.		ITEM #NCR5925N - NCR CARBONLESS SUPERIOR	65.98	
12-286-56-000-001	Reserve - Dog Trust		TOTAL FOR ACCOUNT		65.98
TOTAL for DEPARTMENT 000					65.98
Housing Trust					
DEPARTMENT 000					
	28813 WEINBERG, STEVEN J.		1 OLD STAGE COACH RD - HOLM - MORTGAGE D	500.00	
16-286-56-000-001	Reserve - Housing Trust		TOTAL FOR ACCOUNT		500.00
TOTAL for DEPARTMENT 000					500.00
Open Space Trust					
DEPARTMENT 000					
	27521 GREEN VALLEY GROUP, INC.		DRAWDOWN #2	10,220.85	
	27521 GREEN VALLEY GROUP, INC.		DRAWDOWN #2	30,461.22	
17-286-56-000-001	Reserve - Open Space		TOTAL FOR ACCOUNT		40,682.07
TOTAL for DEPARTMENT 000					40,682.07
Other Trust					
DEPARTMENT 000					
	28602 MORTON SALT, INC.		05/13/24 - ROCK SALT DELIVERY - 28.47 TO	1,976.38	
	28602 MORTON SALT, INC.		05/10/24 - ROCK SALT DELIVERY - 56.06 TO	3,891.68	
	28602 MORTON SALT, INC.		05/08/24 - ROCK SALT DELIVERY - 79.33 TO	5,507.09	
	28602 MORTON SALT, INC.		05/07/24 - ROCK SALT DELIVERY - 27.96 TO	1,940.98	

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

Meeting Date: 05/21/2024 For bills from 05/03/2024 to 05/16/2024

Account	P0 #	Vendor	Description	Payment	Account Total
Other Trust					
DEPARTMENT 000					
	28602	MORTON SALT, INC.	05/06/24 - ROCK SALT DELIVERY - 26.76 TO	1,857.68	
	28602	MORTON SALT, INC.	05/03/24 - ROCK SALT DELIVERY - 84.78 TO	5,885.43	
	28602	MORTON SALT, INC.	05/01/24 - ROCK SALT DELIVERY - 52.20 TO	3,623.72	
	28602	MORTON SALT, INC.	04/30/24 - ROCK SALT DELIVERY - 26.27 TO	1,823.66	
	28602	MORTON SALT, INC.	04/30/24 - ROCK SALT DELIVERY - 124.86 T	8,667.78	
	28602	MORTON SALT, INC.	04/29/24 - ROCK SALT DELIVERY - 69.44 TO	4,820.52	
19-286-56-000-013		Reserve - Storm Recovery/Snow Removal	TOTAL FOR ACCOUNT		39,994.92
	28767	WB MASON CO., INC.	ITEM #HEWCF214A - HP 14A (CF214A) TONER	782.97	
19-286-56-000-421		Uniform Construction Code - Other Expenses	TOTAL FOR ACCOUNT		782.97
	28595	NOR. JERSEY MUN EMP BENFT FUND	JUNE 2024 DENTAL INSURANCE PREMIUMS - CO	105.00	
19-286-56-000-422		Uniform Construction Code - Fringe Benefits	TOTAL FOR ACCOUNT		105.00
TOTAL for DEPARTMENT 000					40,882.89
Recreation Trust					
DEPARTMENT 011					
	28713	PRUDENTIAL CENTER - GROUP SALES	MONSTER JAM TICKETS - 08/03/2024	1,320.00	
	28714	PRUDENTIAL CENTER - GROUP SALES	DEVILS GAME TICKETS 2024/2025 SEASON - D	200.00	
20-286-56-011-001		CONSIGNMENT TICKETS	TOTAL FOR ACCOUNT		1,520.00
TOTAL for DEPARTMENT 011					1,520.00
DEPARTMENT 300					
	28705	VERGARA, BRENDA	MINDS IN MOTION - YOUNG ENTREPRENEURS	120.00	
	28705	VERGARA, BRENDA	MINDS IN MOTION - BUSINESS BONANZA	120.00	
20-286-56-300-003		BUSINESS PROGRAMS	TOTAL FOR ACCOUNT		240.00
TOTAL for DEPARTMENT 300					240.00
Developers Escrow - VNB					
DEPARTMENT 001					
	28803	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	355.00	
	28797	HAROLD E. PELLOW & ASSOCIATES,	TYPE MEMO TO OFFICIAL	36.00	
	28797	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	75.00	
	28797	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	355.00	
	28804	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	355.00	
	28804	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	131.25	
	28804	HAROLD E. PELLOW & ASSOCIATES,	TYPE MEMO TO OFFICIAL	36.00	
	28803	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	131.25	
	28803	HAROLD E. PELLOW & ASSOCIATES,	TYPE MEMO TO OFFICIAL	36.00	
24-280-56-001		Elizabethtown Gas Co. - #9707753709	TOTAL FOR ACCOUNT		1,510.50

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

Meeting Date: 05/21/2024 For bills from 05/03/2024 to 05/16/2024

Account	P0 #	Vendor	Description	Payment	Account Total
Developers Escrow - VNB					
DEPARTMENT 001					
TOTAL for DEPARTMENT 001					=====1,510.50
DEPARTMENT 048					
24-280-56-048	28843	HAROLD E. PELLOW & ASSOCIATES, Paramount Carter Venture, LLC - #9707755047	INSPECT SITE PLAN/SUBDIVISION TOTAL FOR ACCOUNT	206.25	206.25
TOTAL for DEPARTMENT 048					=====206.25
DEPARTMENT 132					
24-280-56-132	28832	HAROLD E. PELLOW & ASSOCIATES, Highland Ave Properties - #9707750013	ONSITE FIELD CHECK TOTAL FOR ACCOUNT	213.00	213.00
TOTAL for DEPARTMENT 132					=====213.00
DEPARTMENT 142					
24-280-56-142	28844	MARAZITI FALCON, LLP Panther Lake RV, LLC - #9707753771	REVIEW REPORT FOR RESOLUTION COMPLIANCE TELEPHONE CONFERENCE W/C. STONER REGARDI TOTAL FOR ACCOUNT	35.00 70.00	105.00
TOTAL for DEPARTMENT 142					=====105.00
DEPARTMENT 144					
24-280-56-144-001	28842	HAROLD E. PELLOW & ASSOCIATES, Veolia Water NJ (Trout Brook Rd) - 9778	INSPECT SITE PLAN/SUBDIVISION TOTAL FOR ACCOUNT	93.75	93.75
TOTAL for DEPARTMENT 144					=====93.75
DEPARTMENT 151					
24-280-56-151	28833	HAROLD E. PELLOW & ASSOCIATES, AJ Perri Plumbing, Inc. - #9707753531	ONSITE FIELD CHECK INSPECT SITE PLAN/SUBDIVISION PREPARE REPORTS/MEMOS TOTAL FOR ACCOUNT	207.00 281.25 172.50	660.75

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

Meeting Date: 05/21/2024 For bills from 05/03/2024 to 05/16/2024

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 151					
TOTAL for DEPARTMENT 151					=====660.75
DEPARTMENT 175					
		28795 HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 03/15/2024	142.00	
		28795 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	142.00	
		28795 HAROLD E. PELLOW & ASSOCIATES,	PLOTTING	145.00	
24-280-56-175-001		North Shore Water Assoc. - Road Opening	TOTAL FOR ACCOUNT		429.00
TOTAL for DEPARTMENT 175					=====429.00
DEPARTMENT 177					
		28845 MARAZITI FALCON, LLP	COMMUNICATIONS REGARDING ESCROW & STATUS	35.00	
		28845 MARAZITI FALCON, LLP	REVIEW SURVEY FOR PRESTIA APPLICATION &	52.50	
24-280-56-177-001		Philip Prestia - Easement & Lot Line Adj	TOTAL FOR ACCOUNT		87.50
TOTAL for DEPARTMENT 177					=====87.50
DEPARTMENT 182					
		28796 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	262.50	
24-280-56-182		NJ Natural Gas Company - #9707751680	TOTAL FOR ACCOUNT		262.50
TOTAL for DEPARTMENT 182					=====262.50
DEPARTMENT 209					
		28785 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	522.00	
		28785 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	142.00	
24-280-56-209-001		Byram Waterloo, LLC - Planning Board	TOTAL FOR ACCOUNT		664.00
TOTAL for DEPARTMENT 209					=====664.00
DEPARTMENT 215					
		28783 HAROLD E. PELLOW & ASSOCIATES,	01/04/2024 - ATTENDANCE AT MEETING	71.00	
24-280-56-215		Sergey Tsulcanov - #9015053800	TOTAL FOR ACCOUNT		71.00

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

Meeting Date: 05/21/2024 For bills from 05/03/2024 to 05/16/2024

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 215					
TOTAL for DEPARTMENT 215				=====	71.00
DEPARTMENT 226					
24-280-56-226	28841	HAROLD E. PELLOW & ASSOCIATES, Robbie Testa - #3730824601	INSPECT SITE PLAN/SUBDIVISION	75.00	
TOTAL FOR ACCOUNT					75.00
TOTAL for DEPARTMENT 226				=====	75.00

TOWNSHIP OF BYRAM
Sussex County, New Jersey

ORDINANCE NO. 007-2024

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE
TOWNSHIP AMENDING THE CODE OF BYRAM TO ADD A NEW
CHAPTER ENTITLED “CHAPTER 212, TREE PRESERVATION” TO
THE CODE TO CONTROL TREE REMOVAL AND REPLACEMENT IN
ORDER TO REDUCE STORMWATER RUNOFF AND POLLUTANTS,
AND TO PROMOTE INFILTRATION OF RAINWATER INTO THE
SOIL**

Purpose Statement: The purpose of this article is to protect trees and woodlands from indiscriminate destruction and damage, and further to reduce soil erosion and pollutant runoff, promote infiltration of rainwater into the soil, and protect the environment, public health, safety, and welfare.

WHEREAS, the New Jersey Department of Environmental Protection requires that all Tier A municipalities take measures to control the removal of trees in order to reduce stormwater runoff and to promote infiltration of rainwater into the soil. In order to comply with the requirements of the Township of Byram’s Municipal Stormwater General Permit, the Township Council wishes to amend the revised general ordinances to require that measures be taken to preserve trees within the Township and provide guidelines for replacement of trees when unauthorized removal occurs.

NOW, THEREFORE, BE IT ORDAINED by the Byram Township Mayor and Council that the Code of the Township of Byram is amended as follows:

Section 1. The Code is amended to add a new Chapter 212 to be entitled “Tree Preservation” and to state in its entirety as follows:

212 Tree Preservation

212-1 Purpose:

The purpose of this article is to protect trees and woodlands from indiscriminate destruction and damage, and further to reduce soil erosion and pollutant runoff, promote infiltration of rainwater into the soil, and protect the environment, public health, safety, and welfare.

212-2 Definitions:

Definitions is created to include the following:

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this

Chapter clearly demonstrates a different meaning. When consistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

CLEAR CUTTING - the removal of most or all trees on a property at one time for the purpose of a creating lawn or graded areas on that property.

HAZARD TREE - a tree or limbs thereof that meet one or more of the criteria below. Trees that do not meet any of the criteria below and are proposed to be removed solely for development purposes are not hazard trees.

1. Has an infectious disease or insect infestation;
2. Is dead or dying;
3. Obstructs the view of traffic signs or the free passage of pedestrians or vehicles, where pruning attempts have not been effective;
4. Is located near an existing structure and poses a threat to that structure since the structure is located in the fall zone of said tree;
5. Has a root system that is causing or has the potential to cause damage to structures (such as building foundations, sidewalks, etc.); or

LOT DISTURBANCE – includes all areas disturbed for the purpose of the construction of buildings and structures as well as all graded areas and lawns. The total shall include disturbed areas both inside and outside of the building envelope.

PERSON - any individual, resident, corporation, utility, company, partnership, firm, or association.

MUNICIPAL RIGHT-OF-WAY STRIP - the area between the owner's property lot line and edge of pavement as defined in Chapter 214. Right-of-Way Strip.

RESIDENT - an individual who resides on the residential property or contractor hired by the individual who resides on the residential property where a tree(s) regulated by this ordinance is removed or proposed to be removed.

STREET TREE - a tree planted within the Municipal Right-of-Way Strip”.

TRACT DISTURBANCE - Any lot improvement, including construction or expansion of buildings, decks, sheds, garages, driveways, lawns, pools, septic fields, land clearing, tree removal, terracing and other land improvements.

TREE - a woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.

TREE REMOVAL - to kill or to cause irreparable damage that leads to the decline and/or death of a tree. This includes, but is not limited to, excessive pruning, application of substances that are toxic to the tree, over-mulching or improper mulching, and improper grading and/or soil compaction within the critical root radius around the base of the tree that leads to the decline and/or death of a tree. Removal does not include responsible pruning and maintenance of a tree, or the application of treatments intended to manage invasive species.

212-3 *Clear Cutting is Prohibited*

With the exceptions of the exemptions established in this article, no person shall cut or remove, or cause to be cut or removed, any existing trees for the purpose of clear cutting unless the cutting and removal can be accomplished in accordance with the provisions set forth in this chapter.

212-4 *Exemptions*

The following shall be exempted from the requirements of this article:

- A. Commercial nurseries or fruit orchards.
- B. Christmas tree farms.
- C. Any tree which is a part of a cemetery.
- D. Trees directed to be removed by the Township, County, State or Federal authority pursuant to law.
- E. Removal of hazard trees.
- F. Pruning or removal of street trees by utility companies or maintenance of utility wires or pipelines and the pruning of trees within sight easements.
- G. Trees removed in conjunction with the Right to Farm Act, on qualifying farms.

- H. Parcels of land with a forest management plan or woodland management plan that has the required approval by the NJDEP Division of Forestry or the appropriate State agency. These plans are on file in the Tax Assessors office..
- I. Trees removal on a property for the purpose of constructing a firebreak that will create a strip of ground where vegetation will be removed to stop the progress of forest fires.
- J. Street trees which are required to be removed by property owners due to said trees interfering with driver sight distances or are dead or dying and need to be removed to preserve the public health, safety and general welfare.
- K. Parcels of land with preliminary site plan or subdivision approval, major or minor. Removal of trees prior to Township Planning Board approval is prohibited, unless it is part of site investigation such as percolation test for septic system suitability.
- L. Trees to be removed as necessary to permit the construction of buildings, structures, decks, pools, driveways, septic field, lawn area for recreational use for the residents of the dwelling and any other improvements approved by way of a Zoning Permit issued by the Township Zoning Officer.
- M. Trees removed as required to install a new and/or repair an existing septic system as approved by the Sussex County Health Department or the New Jersey Department of Environmental Protection.

212-5 *Review and Design Standards*

- A. Healthy trees outside of the approved building disturbance areas should be retained to maintain resource protection and buffering to neighboring properties, unless the trees pose a hazard to person or property or whereby the approved construction grading or disturbance would cause damage to a tree creating an unsafe condition.
- B. Trees and vegetation shall not be removed in wetlands, wetland buffers, slopes in excess of 25 percent, flood plains, stream buffers, dedicated conservation easements or other environmentally protected areas unless approvals from the New Jersey Department of Environmental Protection (NJDEP) and/or Byram Township have been obtained.
- C. Lot disturbance shall be limited to the area permitted in the zoning district in which a property is located. If the lot disturbance exceeds the allowable area, an approval from the Township Planning Board will be required prior to any tree

cutting occurs. Any cutting that occurs prior to receiving the necessary approvals being granted will be considered not authorized.

- D. No trees shall be removed unless exempted as defined in Section 212-4, from critical areas as defined in accordance with section 240-29.2, Tract Disturbance of the Township's Zoning Code. Approval from the Township Planning Board will be required for any removal of trees that is deemed a violation of 240-29.2. Any cutting that occurs prior the necessary approvals being granted with be considered not authorized.
- E. Commercial properties removing trees, planting of trees and landscaping are part of any Planning Board approval and shall be in accordance with Section 215, Subdivision and Site Plan Review of the Code of Byram Township, as well as addressed in Section 240, Zoning. Any cutting that occurs prior to receiving the necessary approvals being granted will be considered not authorized.

212-6 *Enforcement*

This ordinance shall be enforced by the Township's Zoning Officer, or designee of the Township Manager during the course of ordinary enforcement duties. It shall be unlawful for any reason to violate any part of this section adopted by the Township of Byram Council.

212-7 *Violations and Penalties*

- A. Any removal of trees that is part of lot disturbance that exceeds the permitted lot disturbance area and a zoning permit cannot be issued, an approval from the Township Planning Board will be required. The restoration of any disturbed areas not permitted by the Planning Board will need to be restored in a manner approved by the Planning Board by resolution.
- B. Any removal of trees that is part of lot disturbance within a critical area as defined by 240-29.2, Tract Disturbance, shall require an approval from the Township Planning Board. The restoration of any disturbed areas not permitted by the Planning Board will need to be restored in a manner approved by the Planning Board by resolution.
- C. Penalty. The Township Administrative Code § 1-15 shall apply to any violation of the tree removal regulations contained in this article.

Section 2. *Severability:*

Each section, subsection, sentence, clause, and phrase of this Section is declared to be an independent section, subsection, sentence, clause, and phrase, and finding or holding of

any such portion of this Section to be unconstitutional, void, or ineffective for any cause or reason shall not affect any other portion of this Section.

Section 3. Inconsistency/Repealer:

All prior ordinances or parts of the same inconsistent with any provisions of this article are hereby repealed to the extent of such inconsistency.

Section 4. Effective Date:

This Ordinance shall take effect twenty (20) days after final adoption and publication as required by law.

BY ORDER OF THE MAYOR AND COUNCIL OF THE TOWSHIP OF BYRAM.

Introduced: May 7, 2024 Adopted: May 21, 2024

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 007-2024 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 7th day of May 2024. 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 21st day of May 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
SUSSEX COUNTY, NEW JERSEY
ORDINANCE NO: 008 - 2024**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE
TOWNSHIP OF BYRAM AMENDING CHAPTER 213 ENTITLED
“STREETS AND SIDEWALKS” OF THE CODE**

Purpose Statement: The purpose of this Ordinance is to amend Chapter 213 entitled “Streets and Sidewalks” to update the Code section and to establish a five year moratorium on excavation in recently resurfaced or newly surfaced Township streets.

Section 1. Chapter 213 entitled “Streets and Sidewalks” is amended in its entirety to state as follows:

Chapter 213. Streets and Sidewalks

Article I. Street Excavations

213-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

APPLICANT

Shall mean any person who makes application for a permit under the provisions of this section.

CONSTRUCTION

Shall mean the putting together, building, or placing of any materials upon, through or over the street, curb, sidewalk or areas within the right-of-way of any street, alley or lane within the Township which could interfere with the public's use of said street or sidewalk.

EMERGENCY

Shall mean any unforeseen circumstances or occurrence, the existence of which constitutes a clear and immediate danger to persons or properties.

ERECTION OF OBSTRUCTION

Shall mean the putting together, building, or placing of any materials upon, through or over the street, curb, sidewalk or areas within the right-of-way of any street, alley or lane within the Township which could interfere with the public's use of said street or sidewalk.

EXCAVATION OR EXCAVATIONS

Shall mean the digging of any trench or excavation through or under the street, curb, sidewalk or right-of-way, or the cutting into or opening and removal of any of the pavement surfaces, curb or sidewalks within the right-of-way of any street, curbs or sidewalks within the Township.

PERMITTEE

Shall mean any person who has been issued a permit and has agreed to fulfill all terms of this section.

PERSONS

Shall mean and include any natural person, partnership, firm, association, utility, corporation or authority created pursuant to an act of the State of New Jersey. Whenever used in any section prescribing and imposing a penalty, the term person as applied to associations shall mean the partnership members thereof, and, as applied to corporations, the officers thereof.

PUBLIC UTILITY COMPANY

Shall mean any company subject to the jurisdiction of and control by the New Jersey Public Utilities Commission, or the Federal Communications Commission.

STREET Any road, highway, public way, public alley, easement or other right-of-way accepted or maintained by the Township as a public street, as well as any state or county road or highway over which the Township has acquired jurisdiction by agreement.

STREET OCCUPANCY

Shall mean excavation, construction, erection of obstructions or the establishment of any access from abutting property to a street, which access will be used by vehicles as a driveway or means of egress or ingress to said streets.

STREET OPENINGS

Shall mean any excavation, construction or erection of obstructions within the right-of-way of Township streets which do not fall within the definition of street occupancy.

TOWNSHIP

Shall mean the Township of Byram, County of Sussex, State of New Jersey.

213-2. Permit required.

It shall be unlawful for any person to make any street opening, which shall include any excavation, any construction or erection of any obstruction of any kind upon, in, under or over the right-of-way of any street, or to make any street occupancy, without first securing a permit from the Township for each separate undertaking. However, any person maintaining pipe, lines or other underground facilities in or under the surface of any street may proceed with opening without a permit when emergency circumstances demand the work be done immediately, provided that the permit could not reasonably or practically have been obtained beforehand. The person shall thereafter apply for a permit on the first regular business day on which the Township offices are opened for business and said permit shall be retroactive to the date when the work was begun. In

all cases where emergency openings are necessary, the Township Police Department shall be notified prior to such openings. **213-3. Application for permit.**

Any person desiring to tear up, open or make excavation of a right-of-way in the Township shall first submit an application to the Township Clerk for a permit therefor, together with plans indicating and describing in detail the work to be performed, the estimated length of time required to perform the same, and the estimated cost thereof. The completed application upon receipt will be forwarded to the Superintendent of Public Works and the Township Engineer for review to submit street opening permit.

Applications for permits shall at a minimum contain the following information:

- A. The name and address of the applicant.
- B. The name of the street where the opening is to be made and the street number, if any, of the abutting property.
- C. The Township Tax Map block and lot number of the property for the benefit of which the opening is to be made.
- D. The nature of the surface in which the opening is to be made.
- E. The character and purpose of the work proposed.
- F. The time when the work is to be commenced and completed.
- G. Each application shall be accompanied by a set of plans in quadruplicate showing the exact location and dimensions of all openings.
- H. The name and address of the workman or contractor who is to perform the work.
- I. A statement that the applicant agrees to replace, at his own cost and expense, the street, curb, gutter and sidewalk in the same state and condition in all things as they were at the time of the commencement of the work within 48 hours of the commencement of the same.

213-4. Contents of permit; filing.

Each permit shall state the identity and address of the applicant, the name of the street and the location where the excavation or tunnel is to be made, the dimensions of the opening and the period during which the permit shall be valid. The original of each permit shall remain on file in the office of the Township Clerk.

213-5. Fees.

Fees must be paid when the application is made. The applicant shall be charged a street excavation permit fee as set forth in Chapter **A287**, Fees.

In addition to the street excavation permit fee, the applicant shall submit an initial deposit of \$1,000, to be put in escrow to defray the cost of inspections, legal or professional review, or engineering work. If the deposit does not cover said costs, then additional fees will be required. Failure to do so shall stay the issuance of the street excavation permit fee. Any remaining moneys shall be returned to the applicant.

213-6. Deposit.

No permit shall be issued until the applicant has made a cash deposit in an amount determined to be sufficient by the Township Engineer based on current costs of restoration of the surface to be disturbed. The Township Council may waive the requirements of this section in the case of public utilities.

213-7. Insurance.

No permit shall be issued until the applicant has furnished the Township Council with satisfactory proof that he is insured against injury to persons and damage to property caused by any act or omission of the applicant, his agents, employees or subcontractors done in the course of the work to be performed under the permit. Under this policy the Township shall be a co-insuree. The insurance shall cover all hazards likely to arise in connection with the work, including but not limited to collapse and explosion, and shall also insure against liability arising from completed operations. The limits of the policy of insurance shall be \$100,000 for injury to any one person, \$300,000 for injuries to more than one person in the same accident and an aggregate of \$100,000 for property damage for a single incident. The Township Council may waive the requirements of this section in the case of a public utility upon the presentation of satisfactory proof that it is capable of meeting claims against it up to the amount of the limits of the insurance policy which would otherwise be required.

213-8. Conduct of operations.

All permits issued under this article shall be subject to the following rules and regulations:

- A. All excavations shall be kept properly barricaded at all times and during the hours of darkness shall be provided with proper warning lights. This regulation shall not excuse the permittee from taking any other precaution reasonably necessary for the protection of persons or property.
- B. All work shall be done in such a manner as to cause a minimum of interference with travel on the street affected. No street shall be closed to traffic unless the closing is approved by the Chief of Police. The Police Department shall be informed of all street closings at least 24 hours in advance, except where the work is of an emergency nature, when notice shall be given to the Police Department when work commences. If any construction or excavation or obstruction or occupancy shall extend for the full width of the road, only 1/2 of the road shall be disturbed or obstructed at one time, which half shall be backfilled or cleared before the remaining 1/2 is excavated or obstructed in order that the public travel over said road remain unimpeded and that it remain open at all times.
- C. All refuse and material must be removed within 48 hours.
- D. All excavations shall be completely backfilled by the permittee and shall be compacted by tamping or other suitable means in a manner prescribed by the Department of Public Works. Where the Department of Public Works or Township Engineer determines that the excavated material is unsuitable for backfill, the permittee shall backfill the excavation with sand, soft coal, cinders or other suitable material which shall be placed in layers not exceeding six inches in depth and thoroughly compacted in the manner prescribed by the Department. Upon completion of the work, the permittee shall remove any excess material

and leave the premises in a clean condition. If the Department of Public Works determines that any backfilled excavation has settled or caved in, it shall so notify the permittee, who shall promptly continue backfilling until the Department determines that settlement is complete.

- E. If tunneling operations are required, the tunnel shall be backfilled with rammed concrete composed of one part cement to 10 parts sand.
- F. If blasting is required to be done in the course of any excavation, it shall be done in strict compliance with all applicable state laws and regulations.
- G. If the work is not completed within the time specified in the permit or any extension which may be granted by the Department of Public Works or is not performed in accordance with the regulations set forth in this section and any other regulations that may be established by the Department of Public Works, then the Department may complete the work itself and restore the surface of the street. The cost of completing the work and restoring the street shall be charged to the permittee and may be deducted from his cash deposit and any deficiency recovered by an action in any court of competent jurisdiction.
- H. Hours of Operation. All work must be performed during time specified in the following schedule:
 - Monday through Friday - 7:00 a.m. to 4:00 p.m.
 - No work may be performed on any Saturday, Sunday or legal holiday.

All street excavations and openings must be closed and all obstructions removed from the Township rights-of-way at all other times.

Exceptions are granted only in an emergency or when permission is obtained in advance from the Public Works Official. If a street opening or excavation is left at any incomplete stage for over 24 hours, it may be deemed contrary to the public interest by the Township.

213-9. Restoration of surface.

In all cases, the permittee shall restore the surface of the street in accordance with the following rules, regulations and requirements:

- A. The plan for restoration of surface is to be determined by the Township Engineer or Superintendent of Public Works which will be included in the approved permit.
- B. No permittee shall commence the restoration of any street foundation or surface until the Department of Public Works has determined that settlement of the subsurface is complete and the area properly prepared for restoration.
- C. The street surface shall be restored so as to extend twelve inches beyond the excavation on all sides.
- D. The street surface shall be restored to the satisfaction of the Superintendent of Public Works.

213-10. Permit conditions and regulations.

- A. Transferability. Every permit shall apply only to the person to whom it is issued and shall not be transferable.
- B. Commencement of work. Work under a permit shall commence within 45 days from the date of issuance of the permit. If work is not commenced within that time, the permit shall automatically terminate, unless extended in writing by the Director of Public Works.
- C. Possession of permit. A copy of the permit together with a copy of the plan approved by the Township Council shall be kept in possession of the person actually performing the work and shall be exhibited on demand to any duly authorized employee of the Department of Public Works or to any police officer of the Township.
- D. Revocation of permit. The Township Council may revoke a permit for any of the following reasons:
 - (1) Violation of any provision of this article or any other applicable rule, regulation, law or ordinance.
 - (2) Violation of any condition of the permit issued.
 - (3) Carrying on work under the permit in a manner which endangers life or property or which creates any condition which is unhealthy, unsanitary or declared by provision of this Code to constitute a nuisance.
- E. Modification of permit conditions. In a special case, the Township Council may by resolution impose special conditions to which the issuance of the permit may be subject or may decide that any provision of this article shall not apply or shall be altered.

213-11. Additional rules and regulations.

The Township Manager may make any rules and regulations which he considers necessary for the administration and enforcement of this article, but no regulation shall be inconsistent with, alter or amend any provision of this article or impose any requirement which is in addition to those expressly or by implication imposed by this article. No regulations shall be effective unless they shall be approved by resolution of the Council. Copies of all current regulations shall be furnished to each permittee at the time of the issuance of the permit.

13-11.1. Notices of street paving and repairs; deadline.

Whenever the Township Council enacts an ordinance or resolution providing for the paving or repaving of any street or sidewalk, the Municipal Clerk shall promptly mail a written notice thereof to each person owning sewers, mains, conduits, or other utilities, in or under said street or sidewalk. Such notice shall notify such persons that any application for an excavation permit for openings, cuts or excavations for work to be done in or under said street or sidewalk prior to such paving or repaving shall be submitted promptly in order that the work covered by such excavation permit may be completed not later than 45 days from the date of enactment of such ordinance or resolution. The Municipal Clerk shall also promptly mail copies of such notice to any governmental agencies or departments or other persons who may desire to perform excavation work in said street or sidewalk.

213-11.2. Performing repairs.

Within said 45 days, every owner, person, agency or utility receiving notice as prescribed herein shall perform such excavation work subject to the provisions of this article and Article **III**, as may be necessary to install or repair sewers, mains, conduits, utility installations or other work in said street or sidewalk.

In the event any owner, person, agency or utility shall fail within said forty-five-day period to perform such excavation work, any and all rights of such owner, person, agency or utility or their successors in interest to make openings, cuts or excavations in said street or sidewalk shall be prohibited and forfeited for a period of five years from the date of enactment of said ordinance or resolution.

Newly constructed or resurfaced streets shall be termed "prohibition streets" within this chapter. Permission to excavate in prohibition streets will not be granted for five years after the completion of street overlays. Utilities shall plan well enough in advance to determine alternate methods of making necessary repairs to avoid excavating in newly resurfaced streets.

Exceptions to the above policy are as follows:

- (1) Emergencies that endanger life or property.
- (2) Interruption of essential utility service.
- (3) Work that is mandated by local, state, or federal law.

The Township Engineer shall maintain a list of all prohibition streets indicating the location limits, the date of the completion of construction or resurfacing and the date the prohibition expires. The list shall be made available to the public and be kept current. If an exception is granted under this subsection, the individual or entity obtaining the road opening permit shall repave the entire portion of the street that is disturbed by the street opening from the edge of the pavement to the edge of the pavement on the opposite side of the street, unless the Township Engineer directs otherwise.

Approval by the Township Engineer or his or her designee shall be obtained prior to any excavation in a prohibition street under the exceptions listed above. To request a waiver, the applicant must submit a written request to the Township Engineer immediately or within 24 hours under an eminent hazard condition where time is of the essence. In granting the waiver, the Township Engineer or his or her designee shall consider the following:

- (a) The location of the excavation.
- (b) Description of the work to be performed.
- (c) The reason(s) the work was not performed before the street was paved.
- (d) The reason(s) the work cannot be deferred until after the prohibition period.
- (e) The reason(s) the work cannot be performed at another location.
- (f) The reason(s) it is justified as an emergency to excavate the prohibition street.
- (g) The Township Engineer or his or her designee will verify that the applicant has analyzed all feasible alternatives to make the necessary repairs using a trenchless method in prohibition streets to avoid excavating a newly resurfaced street whenever possible.

Any person seeking a waiver for any other reason than those listed in the exceptions listed above shall require approval from the Township Council. The Township Council shall only grant a waiver after determining that the waiver is deemed in the best interest of the Township of Byram and that the waiver is necessary for unforeseen circumstances not anticipated in this chapter.

213-11.3. Time period.

Every Township department or official charged with responsibility for any work that may necessitate any opening, cut or excavation in said street or sidewalk is directed to take appropriate measures to perform such excavation work within said forty-five-day period so as to avoid the necessity of making any openings, cuts or excavations in the new pavement in the Township's streets or sidewalks during said five-year period.

213-11.4. Violations and penalties.

Violations of the provisions of this article shall be punishable as provided in Chapter 1, § 1-15, General penalty.

Section 2. Severability. If any part of this Ordinance is for any reason held to be invalid such decision shall not affect the validity of the remaining portion of the Ordinance. Any ordinance or portion thereof that may be inconsistent with the ordinance is hereby repealed to the extent of the inconsistency.

Section 3. Repealer. All existing Ordinances and/or parts thereof which are inconsistent with the terms of this Ordinance are, to the extent of such inconsistency, repealed.

Section 4. Effect. This Ordinance shall take effect twenty (20) days after publication in accordance with law.

BYRAM TOWNSHIP COUNCIL

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

NOTICE

NOTICE is hereby given that the above-entitled ordinance 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 May. The said ordinance will be further considered for final passage at a meeting of said Township Council to be held on the 5th day of June, 2024 beginning at 7:30 P.M. at which time and place all persons interested will be given an opportunity to be heard concerning said ordinance.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY**

ORDINANCE NO: 009 - 2024

**AN ORDINANCE OF THE COUNCIL OF THE TOWNSHIP OF
BYRAM ACCEPTING DEDICATIONS OF PORTIONS OF
CARPENTER ROAD**

Purpose Statement: The purpose of this Ordinance is to accept portions of the street known as Carpenter Road.

WHEREAS, the Council intends by the Ordinance to accept the dedication of portions of Carpenter Road in accordance with the conditions of a minor subdivision approved by the Byram Township Planning Board in the Resolution in Case #Z26-2023 adopted on February 15, 2024, and deeds by Alex Rubenstein; and

WHEREAS, the Township Council of the Township of Byram hereby intends to accept the dedication of portions of Carpenter Road as described in the proposed Deeds of Dedication attached hereto as Schedule A.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Byram as follows:

Section 1. Portions of Streets to Be Accepted. The Township of Byram hereby accepts the Deeds of Dedication of rights-of-way to the Township of those portions of Carpenter Road rights-of-way described in the proposed Deeds of Dedication in Schedule A attached hereto.

Section 2. Recording. Within sixty (60) days of the effective date of this Ordinance the Township Clerk shall file a copy, certified by her under seal of the Township to be a true copy, together with proof of publication thereof, in the Office of the Sussex County Clerk in accordance with N.J.S.A. 40:67-21.

Section 3. Severability. If any part of this Ordinance is for any reason held to be invalid such decision shall not affect the validity of the remaining portion of the Ordinance. Any ordinance or portion thereof that may be inconsistent with the ordinance is hereby repealed to the extent of the inconsistency.

Section 4. Repealer. All existing Ordinances and/or parts thereof which are inconsistent with the terms of this Ordinance are, to the extent of such inconsistency, repealed.

Section 5. Effect. This Ordinance shall take effect twenty (20) days after publication in accordance with law.

BYRAM TOWNSHIP COUNCIL

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

NOTICE

NOTICE is hereby given that the above-entitled ordinance 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 May. The said ordinance will be further considered for final passage at a meeting of said Township Council to be held on the 5th day of June, 2024 beginning at 7:30 P.M. at which time and place all persons interested will be given an opportunity to be heard concerning said ordinance.

Cynthia Church, RMC
Township Clerk

SCHEDULE A

Deed of Dedication of Carpenter Road
Being Dedicated to the Township of Byram

Prepared by:

James M. McCreedy, Esq.

DEED OF DEDICATION

This Deed is made on May __, 2024

BETWEEN:

Alexander Rubenstein

Whose address is 3 Partridge Lane, Stanhope, New Jersey 07874

Referred to as the Grantor,

AND:

Township of Byram,

Whose address is 10 Mansfield Drive, Stanhope, New Jersey 07874

Referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE AND NO/100 -----DOLLARS (\$1.00). The Grantor acknowledges receipt of this money.

Tax map Reference. (N.J.S.A. 46:15-2.1) Municipality of Township of Byram,
Block No. 237 Lot No. 522 Account No. _____
_____ No property tax identification number is available on the date of this Deed. (Check if applicable).

Property. The property consists of land in the Township of Byram, County of Sussex and State of New Jersey. The legal description is:

See description attached hereto as Schedule A.

The within deed is being executed to comply with the terms of the Township Ordinance Accepting Dedications of Portions of Carpenter Road, Ordinance No:-_____-2024 adopted on _____. This Deed intends to convey and show a right-of-way dedication measured 7.5 feet from the edge of pavement of Carpenter Road.

BEING the part of the same premises conveyed to Alexander Rubenstein by Deed from Gary Quinn and Tami, Quinn, aka Tamara K. Quinn, husband and wife dated December 29, 2021 and recorded in the Sussex County Clerk's Office in Deed Book 3622, Page 187.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

Alexander Rubenstein (seal)

STATE OF NEW JERSEY, COUNTY OF SS:

I CERTIFY that on _____, 2024, Alexander Rubenstein, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$0.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Notary Public of the State of New Jersey

Record and return to:

James M. McCreedy, Esq.
Wiley Malehorn Sirota & Raynes
250 Madison Avenue
Morristown, New Jersey 07960

SCHEDULE A

Deed of Dedication of Carpenter Road
Being Dedicated to the Township of Byram

DARMSTATTER INC.

Legal Description Parcel 6

DEDICATION TO CARPENTER RD. RIGHT-OF-WAY FROM LOT
522
(7.5' FROM EDGE OF PAVEMENT)

Beginning at a the point being the intersection of the southeasterly sideline of Partridge Road (30' Wide) with the southeasterly sideline of Carpenter Road (30' Wide). As shown on a map entitled "Property of The Lackawanna Country Club, Inc. Byram Township, Sussex County, New Jersey" Filed in the Sussex County register's office as Map No. 6A

- 1) South 46 degrees 15 minutes 16 seconds East, a distance of 14.29 feet, thence;
- 2) South 37 degrees 35 minutes 29 seconds West, a distance of 23.27 feet, thence;
- 3) North 07 degrees 47 minutes 35 seconds East, a distance of 28.58, to the point and place of beginning.

Coinciding with a map entitled "Subdivision Plan for Rubenstein" prepared by Darmstatter Inc. dated 10/04/2023, revised March 11, 2024.

Containing 165+-SF or 0.004+-Acres

GIT/REP-3
(11-23)
(Print or Type)

State of New Jersey
Seller's Residency Certification/Exemption

Seller's Information

Name(s)
Alexander Rubenstein

Current Street Address
3 Partridge Lane

City, Town, Post Office
Stanhope

State
NJ

ZIP Code
07874

Property Information

Block(s)
237

Lot(s)
522

Qualifier

Street Address
2 Carpenter Road

City, Town, Post Office
Byram

State
NJ

ZIP Code
07874

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100	1.00	1.00	

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☒ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date	Signature (Seller)	Indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY

Sussex

1904

SS. County Municipal Code

FOR RECORDER'S USE ONLY

Consideration \$
RTF paid by seller \$
Date By

MUNICIPALITY OF PROPERTY LOCATION Byram

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Alexander Rubenstein, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the Grantor in a deed dated _____ transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 237 Lot number 522 located at
2 Carpenter Road, Byram and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.
For consideration of less than \$100

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. { BLIND PERSON Grantor(s) ☐ legally blind or; *
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- ☐ Entirely new improvement ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) INTERCOMPANY TRANSFER IF APPLIES ALL BOXES MUST BE CHECKED. (Instruction #15 on reverse side)

- ☐ Intercompany transfer between combined group members as part of the unitary business
☐ Combined group NU ID number (Required)

(9) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this _____ day of _____, 20____

Signature of Deponent
Alexander Rubenstein
3 Partridge Ln, Stanhope, NJ
Deponent Address

Alexander Rubenstein
Grantor Name
3 Partridge Ln, Stanhope, NJ
Grantor Address at Time of Sale

XXX-XX-X
Last three digits in Grantor's Social Security Number Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251

TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

www.state.nj.us/treasury/taxation/lpt/localtax.htm

Prepared by:

James M. McCreedy, Esq.

DEED OF DEDICATION

This Deed is made on May __, 2024

BETWEEN:

Alexander Rubenstein

Whose address is 3 Partridge Lane, Stanhope, New Jersey 07874

Referred to as the Grantor,

AND:

Township of Byram,

Whose address is 10 Mansfield Drive, Stanhope, New Jersey 07874

Referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE AND NO/100 -----DOLLARS (\$1.00). The Grantor acknowledges receipt of this money.

Tax map Reference. (N.J.S.A. 46:15-2.1) Municipality of Township of Byram,
Block No. 237 Lot No. 521 Account No. _____
_____ No property tax identification number is available on the date of this Deed. (Check if applicable).

Property. The property consists of land in the Township of Byram, County of Sussex and State of New Jersey. The legal description is:

See description attached hereto as Schedule A.

The within deed is being executed to comply with the terms of the Township Ordinance Accepting Dedications of Portions of Carpenter Road, Ordinance No:-_____-2024 adopted on _____. This Deed intends to convey and show a right-of-way dedication measured 7.5 feet from the edge of pavement of Carpenter Road.

BEING the part of the same premises conveyed to Alexander Rubenstein by Deed from Graciela Penaranda and Alejandro Salinas, as Tenants in Common dated February 1, 2023 and recorded February 14, 2023 in the Sussex County Clerk's Office in Deed Book 10231, Page 1692.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

Alexander Rubenstein (seal)

STATE OF NEW JERSEY, COUNTY OF SS:

I CERTIFY that on _____, 2024, Alexander Rubenstein, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Notary Public of the State of New Jersey

Record and return to:

James M. McCreedy, Esq.
Wiley Malehorn Sirota & Raynes
250 Madison Avenue
Morristown, New Jersey 07960

DARMSTATTER INC.

Legal Description Parcel 7

DEDICATION TO CARPENTER RD. RIGHT-OF-WAY LOT 521 (7.5' FROM EDGE OF PAVEMENT)

Beginning at a the point being the following course from the intersection of the southeasterly sideline of Partridge Road (30' Wide) with the southeasterly sideline of Carpenter Road (30' Wide). As shown on a map entitled "Property of The Lackawanna Country Club, Inc. Byram Township, Sussex County, New Jersey" Filed in the Sussex County register's office as Map No. 6A

- 1) North 73 degrees 54 minutes 35 seconds East, a distance of 58.84 feet, thence;
- 2) South 70 degrees 24 minutes 43 seconds West, a distance of 15.56 feet, thence;
- 3) Along a curve to the left having a radius of 102.93 feet and an arch length of 32.75 feet, who's chord is South 57 degrees 53 minutes 18 seconds West, a distance of 32.61 feet, thence;
- 4) South 47 degrees 16 minutes 54 seconds West, a distance of 5.36 feet, thence;
- 5) North 46 degrees 15 minutes 16 seconds West, a distance of 14.29 feet to the point and place of beginning.

Coinciding with a map entitled "Subdivision Plan for Rubenstein" prepared by Darmstatter Inc. dated 10/04/2023, revised March 11, 2024.

Containing 248+-SF or 0.006+-Acres

GIT/REP-3
(11-23)
(Print or Type)

State of New Jersey
Seller's Residency Certification/Exemption

Seller's Information

Name(s)

Alexander Rubenstein

Current Street Address

3 Partridge Lane

City, Town, Post Office

Stanhope

State

NJ

ZIP Code

07874

Property Information

Block(s)

237

Lot(s)

521

Qualifier

Street Address

4 Carpenter Road

City, Town, Post Office

Byram

State

NJ

ZIP Code

07874

Seller's Percentage of Ownership

100

Total Consideration

1.00

Owner's Share of Consideration

1.00

Closing Date

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☒ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY Sussex } SS. County Municipal Code
1904

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

MUNICIPALITY OF PROPERTY LOCATION Byram

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Alexander Rubenstein, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the Grantor in a deed dated _____ transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 237 Lot number 521 located at
4 Carpenter Road, Byram and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.
For consideration of less than \$100

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Bask, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. { BLIND PERSON Grantor(s) ☐ legally blind or; *
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- ☐ Entirely new improvement ☐ Not previously occupied
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) INTERCOMPANY TRANSFER IF APPLIES ALL BOXES MUST BE CHECKED. (Instruction #15 on reverse side)

- ☐ Intercompany transfer between combined group members as part of the unitary business
☐ Combined group NU ID number (Required) _____

(9) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this _____ day of _____, 20____

Signature of Deponent

Alexander Rubenstein
Grantor Name

3 Partridge Ln, Stanhope, NJ
Deponent Address

3 Partridge Ln, Stanhope, NJ
Grantor Address at Time of Sale

XXX-XX-X
Last three digits in Grantor's Social Security Number Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251

TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

www.state.nj.us/treasury/taxation/rtf/localtax.htm

Prepared by:

James M. McCreedy, Esq.

DEED OF DEDICATION

This Deed is made on May __, 2024

BETWEEN:

Alexander Rubenstein and Jeannine Rubenstein, husband and wife

Whose address is 3 Partridge Lane, Stanhope, New Jersey 07874

Referred to as the Grantor,

AND:

Township of Byram,

Whose address is 10 Mansfield Drive, Stanhope, New Jersey 07874

Referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE AND NO/100 -----DOLLARS (\$1.00). The Grantor acknowledges receipt of this money.

Tax map Reference. (N.J.S.A. 46:15-2.1) Municipality of Township of Byram,
Block No. 237 Lot No. 519 Account No. _____
_____ No property tax identification number is available on the date of this Deed. (Check if applicable).

Property. The property consists of land in the Township of Byram, County of Sussex and State of New Jersey. The legal description is:

See description attached hereto as Schedule A.

The within deed is being executed to comply with the terms of the Township Ordinance Accepting Dedications of Portions of Carpenter Road, Ordinance No:-_____-2024 adopted on _____. This Deed intends to convey and show a right-of-way dedication measured 16.5 feet from the centerline of Carpenter Road.

BEING the part of the same premises conveyed to Alex Rubenstein by Deed from Breslauer Building Contractors, L.L.C., a New Jersey Limited Liability Company dated August 6, 2015 and recorded August 10, 2015 in the Sussex County Clerk's Office in Deed Book 3369, Page 320. Further conveyed to Alexander Rubenstein and Jeannine Rubenstein, husband and wife, dated December 10, 2020 and recorded February 11, 2021 in the Sussex County Clerk's Office in Deed Book 3579, Page 75.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

Alexander Rubenstein (seal)

Jeannine Rubenstein (seal)

STATE OF NEW JERSEY, COUNTY OF SS:

I CERTIFY that on _____, 2024, Alexander Rubenstein and Jeanine Rubenstein, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Notary Public of the State of New Jersey

Record and return to:

James M. McCreedy, Esq.
Wiley Malehorn Sirota & Raynes
250 Madison Avenue
Morristown, New Jersey 07960

DARMSTATTER INC.

Legal Description Parcel 8

DEDICATION TO CARPENTER RD. RIGHT-OF-WAY FROM LOT 519 (16.5' FROM CENTERLINE)

Beginning at a the point being the following course from the intersection of the southeasterly sideline of Partridge Road (30' Wide) with the southeasterly sideline of Carpenter Road (30' Wide). As shown on a map entitled "Property of The Lackawanna Country Club, Inc. Byram Township, Sussex County, New Jersey" Filed in the Sussex County register's office as Map No. 6A

A) North 73 degrees 54 minutes 35 seconds East, a distance of 141.53 feet to the point and place of beginning, thence;

1) North 30 degrees 20 minutes 35 seconds East, a distance of 129.68 feet, thence;

2) North 79 degrees 57 minutes 35 seconds East, a distance of 63.82 feet, thence;

3) South 74 degrees 46 minutes 38 seconds West, a distance of 17.29 feet, thence;

4) Along a curve to the left having a radius of 111.62 feet and an arch length of 71.00 feet, who's chord is South 52 degrees 02 minutes 12 seconds West, a distance of 69.82 feet, thence;

5) South 36 degrees 06 minutes 28 seconds West, a distance of 23.66 feet, thence;

6) South 36 degrees 59 minutes 37 seconds West, a distance of 20.67 feet, thence;

7) South 37 degrees 09 minutes 22 seconds West, a distance of 50.10 feet, to the point and place of beginning;

Coinciding with a map entitled "Subdivision Plan for Rubenstein" prepared by Darmstatter Inc. dated 10/04/2023, revised March 11, 2024.

Containing 1,309+-SF or 0.030+-Acres

Name(s)
Alexander Rubenstein and Jeannine Rubenstein, Husband and Wife

City, Town, Post Office

Stanhope

State

NJ

ZIP Code

07874

Block(s)	Lot(s)	Qualifier
237	519	

City, Town, Post Office

State

NJ

ZIP Code _____

07874

Seller's Percentage of Ownership
100

Total Consideration
1.00

Owner's Share of Consideration
1.00

Closing Date

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☒ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date _____

Signature (Seller) _____

Indicate if Power of Attorney or Attorney in Fact

Date _____

Signature (Seller)

Indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY

Sussex

1904

SS. County Municipal Code

FOR RECORDER'S USE ONLY

Consideration \$
RTF paid by seller \$
Date By

MUNICIPALITY OF PROPERTY LOCATION Byram

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Alexander Rubenstein, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the Grantor in a deed dated _____ transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 237 Lot number 519 located at
8 Carpenter Road, Byram and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.
For consideration of less than \$100

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. ☐ BLIND PERSON Grantor(s) ☐ legally blind or, *
☐ DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- ☐ Entirely new Improvement ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side) IF APPLIES ALL BOXES MUST BE CHECKED.

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) INTERCOMPANY TRANSFER IF APPLIES ALL BOXES MUST BE CHECKED. (Instruction #15 on reverse side)

- ☐ Intercompany transfer between combined group members as part of the unitary business
☐ Combined group NU ID number (Required) _____

(9) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this _____ day of _____, 20____

Signature of Deponent

Alexander Rubenstein
Grantor Name

3 Partridge Ln, Stanhope, NJ
Deponent Address

3 Partridge Ln, Stanhope, NJ
Grantor Address at Time of Sale

XXX-XX-X

Last three digits in Grantor's Social Security Number Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251

TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

www.state.nj.us/treasury/taxation/tp/localtax.htm

**TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY**

ORDINANCE NO: 010 - 2024

**AN ORDINANCE OF THE COUNCIL OF THE TOWNSHIP OF BYRAM
TO VACATE, RELEASE AND EXTINGUISH ANY PUBLIC RIGHTS IN
PORTIONS OF THE STREETS AND ROADWAYS KNOWN AS DEER
TRAIL AND PARTRIDGE ROAD PURSUANT TO N.J.S.A. 40:49-6 AND
N.J.S.A. 40:67-21**

Purpose Statement: The purpose of this Ordinance is to vacate portions of the streets known as Deer Trail and Partridge Road and identified herein pursuant to N.J.S.A. 40:49-6 and N.J.S.A. 40:67-21.

WHEREAS, it was found and determined by the Township Council of the Township of Byram that portions of the streets and roadways known as Deer Trail and Partridge Road are not needed for public use, and

WHEREAS, the Byram Planning Board adopted a Memorializing Resolution dated February 16, 2024, in case Z26-2023 for minor subdivision approval recommending these road vacations to create a better layout for both the lots and the Township Right-of-Way; and

WHEREAS, the Township Council of the Township of Byram hereby intends to vacate, release and extinguish portions of Deer Trail and Partridge Road as described herein and in the attached Schedule A, and

WHEREAS, the Mayor has recused on this Ordinance because the Ordinance relates to the Mayor's real property.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Byram as follows:

Section 1. Portions of Streets to Be Vacated. Any public rights as to the right-of-way of the following portions of Deer Trail and Partridge Road are hereby vacated except for all rights and privileges presently possessed by Public Utilities, as defined in R.S. 48:2-13, and any Cable Television Company as defined in the Cable Television Act, P.L. 1972, c. 186 (c.48:5A-1, et seq.), to maintain, repair and replace their existing facilities in, adjacent to, over or under the said area to be vacated:

THAT THE PORTIONS OF Deer Trail and Partridge Road in the Township of Byram that are hereby vacated are described by metes and bounds descriptions in attached Schedule A.

Section 2. Notice. After being introduced and having passed a first reading, this ordinance shall be published at least once not less than ten (10) days prior to the time fixed for further consideration for final passage.

At least ten (10) days prior to the time fixed for further consideration of this ordinance for final passage, a copy thereof, together with notice of its introduction and the time and place when and where the ordinance will be further considered for final passage, shall be mailed to the owner of Block 237, Lot 317 and to every person whose lands may be affected hereby so far as may be ascertained. The Township Clerk shall mail said notices in accordance with N.J.S.A. 40:49-6.

Within sixty (60) days of the effective date of this Ordinance the Township Clerk shall file a copy, certified by her under seal of the Township to be a true copy, together with proof of publication thereof, in the Office of the Sussex County Clerk in accordance with N.J.S.A. 40:67-21.

Section 3. Severability. If any part of this Ordinance is for any reason held to be invalid such decision shall not affect the validity of the remaining portion of the Ordinance. Any ordinance or portion thereof that may be inconsistent with the ordinance is hereby repealed to the extent of the inconsistency.

Section 4. Repealer.

All existing Ordinances and/or parts thereof which are inconsistent with the terms of this Ordinance are, to the extent of such inconsistency, repealed.

Section 5. Effective Date. This Ordinance shall take effect twenty (20) days after adoption and publication as prescribed by law.

BYRAM TOWNSHIP COUNCIL

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

NOTICE

NOTICE is hereby given that the above-entitled ordinance 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 May. The said ordinance will be further considered for final passage at a meeting of said Township Council to be held on the 5th day of June, 2024 beginning at 7:30 P.M. at which time and place all persons interested will be given an opportunity to be heard concerning said ordinance.

Cynthia Church, RMC
Township Clerk

SCHEDULE A

Metes and bounds descriptions numbers 1 through 5 of the portions of Deer Trail and Partridge Road that are being vacated.

DARMSTATTER INC.

Legal Description Parcel 1

VACATION OF PORTION OF DEER TRAIL RIGHT-OF-WAY LOT 519

Beginning at the point being the following courses from the intersection of the southeasterly sideline of Partridge Road (30' Wide) with the southeasterly sideline of Carpenter Road (30' Wide). As shown on a map entitled "Property of The Lackawanna Country Club, Inc. Byram Township, Sussex County, New Jersey" Filed in the Sussex County register's office as Map No. 6A

A) South 46 degrees 15 minutes 16 seconds East, a distance of 276.99 feet, thence;

B) North 45 degrees 22 minutes 27 seconds East, a distance of 10.00 feet, thence;

C) North 78 degrees 51 minutes 47 seconds East, a distance of 110.03 feet, to the point and place of beginning, thence;

1) North 78 degrees 51 minutes 47 seconds East, a distance of 122.25, thence;

2) South 48 degrees 16 minutes 28 seconds East, a distance of 18.82, thence;

3) South 34 degrees 38 minutes 43 seconds East, a distance of 16.36, thence;

4) South 78 degrees 51 minutes 47 seconds West, a distance of 140.14, thence;

5) North 11 degrees 08 minutes 13 seconds West, a distance of 30.00 feet, to the point and place of beginning.

Coinciding with a map entitled "Subdivision Plan for Rubenstein" prepared by Darmstatter Inc. dated 10/04/2023, revised March 11, 2024.

Containing 3,972+-SF or 0.091+-Acres

DARMSTATTER INC.

Legal Description Parcel 2

VACATION OF PORTION OF DEER TRAIL RIGHT-OF-WAY LOT 521

Beginning at the point being the following courses from the intersection of the southeasterly sideline of Partridge Road (30' Wide) with the southeasterly sideline of Carpenter Road (30' Wide). As shown on a map entitled "Property of The Lackawanna Country Club, Inc. Byram Township, Sussex County, New Jersey" Filed in the Sussex County register's office as Map No. 6A

A) South 46 degrees 15 minutes 16 seconds East, a distance of 276.99 feet, to the point and place of beginning, thence;

1) North 45 degrees 22 minutes 27 seconds East, a distance of 10.00 feet, thence;

2) North 78 degrees 51 minutes 47 seconds East, a distance of 110.03 feet, thence;

3) South 11 degrees 08 minutes 13 seconds East, a distance of 30.00, thence;

4) South 78 degrees 51 minutes 47 seconds West, a distance of 101.00, thence;

5) South 45 degrees 22 minutes 34 seconds West, a distance of 0.97 feet, thence;

6) North 44 degrees 38 minutes 11 seconds West, a distance of 30.00 feet, to the point and place of beginning.

Coinciding with a map entitled "Subdivision Plan for Rubenstein" prepared by Darmstatter Inc. dated 10/04/2023, revised March 11, 2024.

Containing 3,330+-SF or 0.076+-Acres

DARMSTATTER INC.

Legal Description Parcel 3

VACATION OF PORTION OF DEER TRAIL RIGHT-OF-WAY LOT 522

Beginning at the point being the following courses from the intersection of the southeasterly sideline of Partridge Road (30' Wide) with the southeasterly sideline of Carpenter Road (30' Wide). As shown on a map entitled "Property of The Lackawanna Country Club, Inc. Byram Township, Sussex County, New Jersey" Filed in the Sussex County register's office as Map No. 6A

A) South 46 degrees 15 minutes 16 seconds East, a distance of 276.99 feet, to the point and place of beginning, thence;

1) South 44 degrees 38 minutes 11 seconds East, a distance of 30.00 feet, thence;

2) South 45 degrees 22 minutes 27 seconds West, a distance of 173.59 feet, thence;

3) North 34 degrees 04 minutes 10 seconds West, a distance of 30.52, thence;

4) North 45 degrees 22 minutes 27 seconds East, a distance of 167.99, to the point and place of beginning.

Coinciding with a map entitled "Subdivision Plan for Rubenstein" prepared by Darmstatter Inc. dated 10/04/2023, revised March 11, 2024.

Containing 5,124+-SF or 0.118+-Acres

DARMSTATTER INC.

Legal Description Parcel 4

VACATION OF PORTION PARTRIDGE ROAD RIGHT OF-WAY TO LOT 522

Beginning at the point being the following courses from the intersection of the southeasterly sideline of Partridge Road (30' Wide) with the southeasterly sideline of Carpenter Road (30' Wide). As shown on a map entitled "Property of The Lackawanna Country Club, Inc. Byram Township, Sussex County, New Jersey" Filed in the Sussex County register's office as Map No. 6A

A) South 07 degrees 47 minutes 35 seconds West, a distance of 219.69 feet, to the point and place of beginning;

1) South 62 degrees 52 minutes 43 seconds East, a distance of 82.85 feet, thence;

2) South 34 degrees 04 minutes 10 seconds East, a distance of 95.84 feet, thence;

3) South 45 degrees 22 minutes 27 seconds West, a distance of 31.36, thence;

4) North 42 degrees 09 minutes 02 seconds West, a distance of 155.03 feet, thence;

5) Along a curve to the right having a radius of 93.54 feet and an arch length of 24.34 feet, whose chord is North 02 degrees 31 minutes 30 seconds West, a distance of 24.27 feet, to the point and place of beginning.

Coinciding with a map entitled "Subdivision Plan for Rubenstein" prepared by Darmstatter Inc. dated 10/04/2023, revised March 11, 2024.

Containing 5,837+-SF or 0.134+-Acres

DARMSTATTER INC.

Legal Description Parcel 5

ACCESS EASEMENT TO BLOCK 234 LOT 1.04 ACROSS BLOCK 237 LOT 522

Beginning at the point being the following courses from the intersection of the southeasterly sideline of Partridge Road (30' Wide) with the southeasterly sideline of Carpenter Road (30' Wide). As shown on a map entitled "Property of The Lackawanna Country Club, Inc. Byram Township, Sussex County, New Jersey" Filed in the Sussex County register's office as Map No. 6A

A) South 07 degrees 47 minutes 35 seconds West, a distance of 219.69 feet, to the point and place of beginning;

B) Along a curve to the left having a radius of 93.54 feet and an arch length of 24.34 feet, who's chord is South 02 degrees 31 minutes 30 seconds East, a distance of 24.27 feet, thence;

C) South 42 degrees 09 minutes 02 seconds East, a distance of 103.08 feet, to the point and place of beginning, thence;

1) South 87 degrees 54 minutes 32 seconds East, a distance of 71.30 feet, thence;

2) South 45 degrees 22 minutes 27 seconds West, a distance of 51.13 feet, thence;

3) North 42 degrees 09 minutes 02 seconds West, a distance of 51.95, to the point and place of beginning.

Coinciding with a map entitled "Subdivision Plan for Rubenstein" prepared by Darmstatter Inc. dated 10/04/2023, revised March 11, 2024.

Containing 1,327+-SF or 0.030+-Acres