

TOWNSHIP OF BYRAM
COUNCIL AGENDA, TUESDAY, OCTOBER 15, 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
 - LES

5. RETURN TO OPEN SESSION

6. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENT REFLECTION

7. APPROVAL OF AGENDA

8. PROCLAMATION – LIFE SAVE AT SHOPRITE

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

- September 17, 2024 Regular Meeting Minutes
- October 1, 2024, Regular & Closed Session Meeting Minutes

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

- A. Resolution No. 170-2024 – Resolution of the Township Council of the Township of Byram Authorizing the Conveyance of Block 7 Lot 259 to Morris Habitat for Humanity for the Construction of a Low Income Single Family Residence
- B. Resolution No. 172-2024 – Resolution by the Township of Byram to Offer an Incentive Under the State Health Benefits program to Subscribers who Select Enrollment into Tiered-Network Medical Plans
- C. Resolution No. 173-2024 – Resolution of the Mayor and Council of the Township of Byram Authorizing Contracts for a Concession Pursuant to N.J.A.C. 5:34-9.4 for Limited Timber Harvest on Byram Township Open Space Parcel
- D. Resolution No. 174-2024 – Resolution Authorizing 100% Disabled Veteran Exempt Status to Owner of Block 337.01 Lot 7 for Tax Year 2024 and the Cancellation of Taxes for First Half of 2025 and Refund of Taxes Paid for 3rd and 4th Quarters in 2024
- E. Resolution No. 175-2024 – Resolution Acknowledging Final Restoration of Streets in the New Jersey Natural Gas Service Territory and Identifying the Streets as Prohibited Streets as Defined by Chapter 213 Streets and Sidewalks
- F. Resolution No. 176-2024 – Resolution Authorizing 100% Disabled Veteran Exempt Status to Owner of Block 337.01 Lot 98 for Tax Year 2024 and the Cancellation of Taxes for First Half of 2025 and Refund of Taxes Paid for 3rd Quarter in 2024 – 11 Braemar Court

13. RESOLUTION NO. 171-2024 – Resolution Authorizing Submittal of CY2024 Best Practices Inventory Certification Form

14. APPROVAL OF OCTOBER 15, 2024 BILL LIST

15. ORDINANCE – 2nd Reading / Public Hearing

- **ORDINANCE NO. 017-2024 - AN ORDINANCE BY THE MAYOR AND COUNCIL AMENDING THE TOWNSHIP OF BYRAM CODE OF ORDINANCES TO REPEAL CHAPTER 136 – FLOOD DAMAGE PREVENTION; TO ADOPT A NEW CHAPTER 136 – FLOOD DAMAGE PREVENTION; TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**
- **ORDINANCE NO. 018-2024 - AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF BYRAM TO GRANT A DRIVEWAY EASEMENT TO MR. MARTIN EKHELAR AND MRS. CHRISTINE EKHELAR AND TO VACATE, RELEASE AND EXTINGUISH ANY PUBLIC RIGHTS IN A PORTION OF THE PAPER STREET OR RIGHT-OF-WAY LOCATED OFF LACKAWANNA DRIVE AT 70-A LACKAWANNA DRIVE 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 grant a driveway easement to Mr. Martin Ekhelar and Mrs. Christine Ekhelar, and to vacate a portion of the paper street right-of-way located off Lackawanna Road at 70-A Lackawanna Drive and identified herein pursuant to N.J.S.A. 40:49-6 and N.J.S.A. 40:67-21.

16. ITEMS FOR DISCUSSION

- Reassessment Extension Letter
- CO Johnson Highlands Grant

17. FUTURE AGENDA DISCUSSION ITEMS

18. PUBLIC PARTICIPATION II

19. EXECUTIVE SESSION – Session II (if necessary)

20. ANY OTHER BUSINESS THE COUNCIL DEEMS NECESSARY

21. ADJOURNMENT

BYRAM TOWNSHIP, SUSSEX COUNTY

RESOLUTION NO. 170-2024

RESOLUTION OF THE TOWNSHIP COUNCIL
OF THE TOWNSHIP OF BYRAM AUTHORIZING
THE CONVEYANCE OF BLOCK 7 LOT 259 TO
MORRIS HABITAT FOR HUMANITY FOR THE
CONSTRUCTION OF A LOW-INCOME SINGLE-
FAMILY RESIDENCE

WHEREAS, Morris Habitat for Humanity (“HFH”) has contacted the Township of Byram (the “Township” or “Byram”) regarding the potential conveyance of certain Township property to HFH that is not currently being utilized for public purposes, for the purpose of the construction of a low-income affordable housing single-family residence; and

WHEREAS, HFH has made a specific proposal whereby the Township would convey to HFH for no consideration and strictly on an “As Is” basis a vacant parcel of land located at 40 Ash Street in the Township, and more specifically known and designated on the Township Official Tax Map(s) as Block 7, Lot 259 (the “Property”), for the purpose of constructing a low-income single-family residence; and

WHEREAS, the Township has a continuing desire to provide low- and moderate- income housing units within the Township specifically to accommodate its continuing affordable housing obligations; and

WHEREAS, these units shall be built and certified under the New Jersey Star Homes Program; and

WHEREAS, the Township will not make a contribution from its affordable housing trust fund in connection with the conveyance of the Property to HFH, and is donating the Property to HFH “As Is,” in accordance with and subject to the terms of the Donation Agreement between the Township and HFH for the conveyance of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, Township of Byram, that it does hereby authorize the Mayor and Township Clerk to execute the appropriate Donation Agreement, form of Deed of Conveyance, Affidavit of Title, if applicable, and any and all other required documents prepared by the Township attorney and other professionals for the conveyance of the Property by the Township to Morris Habitat for Humanity, with the Deed and other documents specifying that the Property is solely being conveyed for the purposes of the construction of a low-income single-family residence which complies with COAH / “A4” restrictions for a period of 30 years, or the Property shall revert to the Township, and it has been discussed and agreed with HFH that such a conveyance will not take place until HFH has received all necessary land use and/or other governmental approvals.

BE IT FURTHER RESOLVED that the Township Mayor, the Township Clerk, the Township Manager, the Township Deputy Manager, the Township Attorney and the Township Chief Financial Officer (“CFO”) are hereby authorized to take any and all necessary steps to effectuate the conveyance of Block 7, Lot 259 to HFH, and all prior actions of the Township Mayor, the Township Clerk, the Township Manager, the Township Deputy Manager, the Township Attorney and the Township CFO are hereby ratified and approved.

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 October 15, 2024.

Cynthia Church, RMC
Township Clerk

**“AS IS” DONATION AND ACCEPTANCE OF LAND AND
AFFORDABILITY RESTRICTIONS
AGREEMENT BETWEEN THE TOWNSHIP OF
BYRAM AND MORRIS HABITAT FOR HUMANITY**

This “As Is” Donation and acceptance of Land and Affordability Restrictions Agreement (the or this “Agreement,” “Donation Agreement,” or “Contract”) is entered into this _____ day of September, 2024, by and between:

MORRIS HABITAT FOR HUMANITY, (a.k.a. Greater Middlesex & Morris Habitat for Humanity), a New Jersey Corporation with offices at 274 South Salem Street, Suite 100, Randolph, NJ 07869, referred to as "Habitat,"

AND

THE TOWNSHIP OF BYRAM, a municipal corporation of the State of New Jersey, with offices at 10 Mansfield Drive, Stanhope, NJ 07874, referred to as "Byram" or the "Township," with Habitat and the Township collectively referred to as the “Parties” or “parties,” and one or the other being referred to as a “Party” or “party.”

RECITALS

WHEREAS, Byram owns and holds title in fee to the real property located at 40 Ash Street in Byram, County of Sussex, State of New Jersey, designated on the Official Township Tax Map(s) map as Block 7, Lot 259 (the “Property” or “40 Ash Street”); and

WHEREAS, the Property is no longer needed for public use and may be donated with deed restrictions to a nonprofit company like Habitat, for the purpose of developing and selling a deed restricted, affordable, single-family residence to a low-income household in a manner that is consistent with Township ordinances, the rules and regulations of the New Jersey Department of Community Affairs (“NJDCA”) and the New Jersey Housing and Mortgage Finance Agency’s (“NJHMFA’s”) Uniform Housing Affordability Controls (“UHAC”); and

WHEREAS, Byram desires to donate the Property to Habitat “As Is,” with affordability deed restrictions to be used by Habitat for the development of an affordable single-family residence on the Property (the “Donation”); and

WHEREAS, Habitat agrees to accept the Donation and deed to the Property “As Is,” subject to the applicable affordability deed restrictions and related requirements, and the terms and conditions set forth in this Agreement.

AGREEMENT

1. Purpose. Habitat agrees to accept the Donation of the Property from the Township “As Is,” with deed restrictions to be used by Habitat for the development of an affordable single-family residence on the Property, to be sold as a three-bedroom single-family residence affordable to a

qualified low-income family, in accordance with Township ordinances, the standards of the NJDCA, the regulations of the NJHMFA, and any and all other applicable legislative and/or regulatory requirements, and for no other purpose (the "Purpose" or the "Project"). The Township and Habitat agree that the Donation of the Property as made pursuant to this Donation Agreement is "As Is," as the Township is donating the Property to Habitat in a strictly "AS IS" and "WHERE IS" condition, with any and all faults and conditions affecting the Property and title thereto accepted by Habitat upon Closing. The Township and Habitat agree and acknowledge that the Township is not making any warranties or representations, express or implied, including, without limitation, any warranty or representation regarding the current title to and merchantability and/or fitness and condition of the Property for the Purpose. At Closing, Habitat shall be deemed to have irrevocably and forever waived in full any objections that it may have with respect to the Property, including and not limited to, the fitness and condition of the Property, and the title of the Property, and fully releases and holds the Township harmless regarding any and all claims related to same. This Section and Release shall survive the Closing.

2. Township Ordinances. Habitat agrees to comply with all NJHMFA regulations and the Township's affordable housing, zoning, and other applicable ordinances in connection with the construction of the Project and the sale of the Property to an affordable low-income eligible buyer.

3. NJHMFA UHAC Regulations. Habitat agrees to comply with all NJHMFA of the State of New Jersey, N.J.A.C. 5:80-26.1 et. seq., in connection with the construction of the Project and sale of the Property to an affordable low-income eligible buyer.

4. NJDCA Regulations. Habitat agrees to comply with all regulations promulgated by NJDCA in connection with reconstruction and the affirmative marketing and sale of the Property to qualified affordable low-income eligible buyers.

5. State Administrative Agent. Habitat agrees to comply with any directives of Township's New Jersey State Affordable Housing Administrative Agent in connection with the construction and sale of the Properties:

Manager of Single-Family Programs
NJ Housing and Mortgage Finance Agency
637 S. Clinton Avenue
Trenton, New Jersey 08611

6. Due Diligence Contingency / "As Is" Donation: This Donation of the Property is made by the Township to Habitat "As Is." Notwithstanding the "As Is" nature of the Donation, Habitat shall have a 120-day period from final execution of this Contract to complete its evaluation of this transaction, which shall be performed at Habitat's sole cost and expense. Accordingly,

- (a) The Township shall make available to Habitat the Township's files pertaining to the Property as Habitat may reasonably request, including but not limited to, (a) all site plans, subdivision plats and surveys, (b) engineering, geological, topographical, wetland, feasibility and other studies, (c) plans, specifications, designs, applications and submissions to governmental authorities and advises or communications from such governmental authorities; and (d) any and all other

documents relating to possible or proposed development of the Property, including environmental reports (the "Development Documents").

- (b) Township agrees that at all times prior to the Closing or sooner termination of this Contract, on reasonable notice to Township, Habitat or its designated agents or consultants shall be given reasonable access to the Property during normal business hours, and Township shall cooperate with Habitat in that regard.
- (c) Township shall have the right to review any legislative action which occurs subsequent to the execution of this contract within the due diligence period which impacts the Township's NJDCA plan or funding.
- (d) At any time prior to 120 days from full execution of this contract ("Due Diligence Period"), Habitat may send Township's attorney a written notice that Habitat elects to terminate this Contract for any reason or no reason whatsoever, and on Township's attorney's receipt of such notice this Contract shall become null and void as between Township and Habitat, each party having no further obligation to the other hereunder except (a) Habitat shall promptly return to Township all the Development Documents made available to, or copied by, Habitat, and (b) as otherwise specifically provided in this Contract.
- (e) The Township shall not have any responsibility, duty, or obligation to address any and all defects, conditions, or other issues affecting / regarding the Property, as may be revealed during the Due Diligence Period or otherwise.

7. Land Use Approvals. Habitat accepts the Donation "As Is," and at its sole cost and expense, shall obtain any and all required local or other governmental approvals required for the construction of the single-family low-income residence on the Property. Habitat shall provide all required engineering, architectural and other design plans and documents to the Township. Habitat's obligation to close title is contingent on obtaining all necessary local approvals for the Project prior to closing. In addition, any and all other required approvals for the Project shall be secured by Habitat at its sole cost and expense. The Township, subject to approval from the Township Council, shall waive its municipal application fees for zoning and construction permit applications that Habitat may make for the Project. Escrow fees for the Township professionals shall NOT be waived, and Habitat shall accordingly pay all escrow fees due and owing to the Township for the Project.

8. "As Is" Donation. No Representations or Warranties. This Donation is being made by the Township to Habitat "As Is," and the Township therefore does not make any representations, express or implied, regarding the Property, including, without limitation, any warranty regarding the current title to and merchantability and/or fitness of the Property for the Purpose. At Closing, Habitat shall be deemed to have irrevocably waived any objections that it may have with respect to the Property, including and not limited to, the title of the Property. This Section shall survive the Closing.,,

9. Assessments. If at the time for the delivery of the deed the Property, or any part thereof, shall be or shall have been affected by a special governmental assessment or assessments which are or may become payable in annual installments of which the first installment is then due or has been paid, then for the purpose of this Contract, all of the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed,

shall be deemed to be due and payable and to be liens upon the Property affected thereby and shall be paid in full and discharged by Habitat prior to delivery of the deed. Unconfirmed improvements or assessments, if any, shall also be paid by Habitat. The Township makes no representations to whether there are unconfirmed improvements or assessments for improvements pending or contemplated for the Property.

10. Adjustments at Closing. The Property is currently tax exempt as it is Township owned, and no adjustments are anticipated for taxes and utilities. Any monetary claims or rights by third parties affecting the Property shall be satisfied by Habitat prior to or at the Closing, and the Township shall not have any duty or obligation to satisfy said claims.

11. No Real Estate Brokerage Commission. Township and Habitat mutually represent and warrant to each other that they have not dealt with any real estate broker or agent in bringing about this transaction. The Parties hereto agree to save each other harmless and indemnify each other from any losses, damages, judgments and costs, including legal fees, which a party may suffer if the representation of the other party contained herein proves untrue. The obligations of this Paragraph shall survive closing of title and delivery of the deed.

12. Risk of Loss. Risk of loss, by reason of fire or other casualty, shall remain with Township until the time of closing. Any structures presently found on the Property are of no value, and, in the event of their destruction by fire or other casualty, Township shall be under no obligation to restore said structures.

13. Default. In the event that either Party willfully fails to close in accordance with this Contract, the other Party may commence any legal or equitable action to which said Party may be entitled. In no instance shall the either Party be responsible for the other Party's legal or other costs that it may incur in connection with the enforcement of this Agreement.

14. Entire Agreement. This Agreement, inclusive of the "Whereas"/Recitals clauses above, constitutes the entire agreement between the Parties hereto. No amendment or modification hereof shall have any force or effect unless in writing and executed by all Parties.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, their heirs, executors, administrators, successors and assigns.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same agreement. This Agreement may be executed and distributed by facsimile or electronically and a copy of this Agreement executed and distributed by facsimile or electronically shall be deemed an original for all purposes.

17. Authorization. The Mayor and Council of the Township of Byram have taken the requisite actions necessary to authorize the Township to enter into and be bound by the terms of this Donation Agreement.

18. Recording of Deed. The Parties agree that Habitat and any and all of its successors in interest shall accept a Quit Claim deed at closing, and shall also be subject to the Deed With Restrictions On Resale And Refinancing, attached hereto and incorporated herein by reference as Appendix A, pertaining to the Property with the Sussex County Clerk within 30 days of the closing

of title of the deeds and provide a recorded copy of the recorded Deed to the Township Clerk and Township Attorney. The Deed form may be revised provided that the revisions are approved by the Township Attorney.

19. Signatures. This Donation Agreement is executed and shall be governed by the laws of the State of New Jersey. The effective date of this Agreement shall be the date this Agreement is fully executed.

IN WITNESS THEREOF, Habitat and the Township have each executed this Donation Agreement as of the date and year first set forth above.

MORRIS HABITAT FOR HUMANITY a.k.a.
Greater Middlesex & Morris Habitat for Humanity

By: _____
Elizabeth DeCoursey, CEO

TOWNSHIP OF BYRAM

By: _____
Alex Rubenstein, Mayor

STATE OF NEW JERSEY)

) SS:

COUNTY OF SUSSEX)

I CERTIFY that on _____, Elizabeth DeCoursey personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the CEO of Morris Habitat for Humanity;
- (b) this person is the attesting witness to the signing of this instrument by the proper corporate officer who is Elizabeth DeCoursey, the CEO of Morris Habitat for Humanity;
- (c) this instrument was signed and delivered by the Morris Habitat for Humanity corporation as its voluntary act duly authorized by a proper resolution of its members;
- (d) this person signed this proof to attest to the truth of these facts; and
- (e) the full and actual consideration paid or to be paid for the donation made pursuant to this agreement is no consideration. (Such consideration is defined in N.J.S.A. 46:15-6.)

Signed and sworn to before me on

_____ of _____, 2024

, Secretary

Notary Public

STATE OF NEW JERSEY :
: SS:
COUNTY OF SUSSEX :

I CERTIFY that on _____ 20 , Byram Township Mayor, Alexander Rubenstein, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) this person is the Mayor of the Township of Byram, the municipal corporation named in this document.
- (b) this person is the attending witness to the signing of this document by Alexander Rubenstein, the proper corporate officer who is the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution dated _____ ;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Cindy Church, Township Clerk

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

(Notary Public)

APPENDIX A

Prepared By:

Deed

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property
Subject To Restrictive Covenant Limiting Conveyance
And Mortgage Debt

THIS DEED is made on this the _____ day of _____, 20____ by and between

_____ (Grantor), whose address is about to
be _____ (insert new address of Seller) _____ and

_____ (insert name of Buyer(s), including status (e.g. husband and wife, an unmarried man, etc.))
_____ (Grantee), residing at _____
_____ (insert address of property) _____.

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

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of _____ Dollars

(\$ _____), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants
and conveys to the Grantee all of the land and improvements thereon as is more specifically described in
Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of
_____, County of _____, State of New Jersey, and
described more specifically as Block No. _____ Lot No. _____, and known by the street
address: _____.

_____ all, as more particularly described in Schedule A attached hereto (attach metes and bounds description - "Schedule A.")

Being the same premises conveyed to Grantor herein by Deed from _____ (name of previous grantor) _____ dated _____ (date of prior deed) and recorded on _____ (date of recordation) in Deed Book _____ page _____ in the office of the Clerk of _____, County.

Article 3. Grantor's Covenant

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

Article 4. Affordable Housing Covenants and Remedies

Sale and use of the Property is governed by the *Declaration Of Covenants, Conditions And Restrictions Implementing Affordable Housing Controls On State Regulated Property* that was filed against the Property and recorded on _____, 20__ in Deed Book _____ at pages _____ through _____, in the offices of the Clerk, County of _____ (the "Restrictions), and is subject to all remedies set forth in the Restrictions.

EXECUTION BY GRANTOR

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

Signed, sealed and delivered in

The presence of or attested by: _____ [seal]

_____ [seal]

_____ [seal]

_____ [seal]

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

State of New Jersey, County of _____

I am either (check one) ____ a Notary Public or ____ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. I sign this acknowledgement below to certify that it was executed before me. On this the ____ day of _____, 20____
_____ appeared before me in person. *(If more than one person appears, the words "this person" shall include all persons named who appeared before the officer making this acknowledgement).* I am satisfied that this person is the person named in and who signed this Deed.

This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$_____.

Officer's signature: Sign above, and print stamp or type name below

CORPORATE PROOF BY SUBSCRIBING WITNESS

State of New Jersey, County of _____

I am either (check one) ____ a Notary Public or ____ a _____, an officer authorized to take acknowledgements and proofs in the state of New Jersey. On this the ____ day of _____, 20____,
_____ (hereinafter the "Witness") appeared before me in person. The Witness was duly sworn by me, and under oath stated and proved to my satisfaction that:

- 1 The Witness is the _____ secretary of the corporation which is the Grantor described as such in this deed (hereinafter the "Corporation").
2. _____, the officer who signed this Deed is the
(title)_____ of the Corporation (hereinafter the "Corporate Officer").

3. The making, signing, sealing and delivery of this Deed have been duly authorized by a proper resolution of the Board of Directors of the Corporation.
4. The Witness knows the corporate seal affixed to this Deed is the corporate seal of the Corporation. The Corporate Officer affixed the seal to this Deed. The Corporate Officer signed and delivered this Deed as and for the voluntary act and deed of the Corporation. All this was done in the presence of the Witness who signed this Deed as attesting witness. The Witness signs this proof to attest to the truth of these facts.

The Witness also acknowledges that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c. 49, sec. 1(c), is \$_____.

Sworn and signed before me on the date above written:

Witness: Sign above and print or type name below

Officer's signature: Sign above, and print stamp or type name below

**TOWNSHIP OF BYRAM
RESOLUTION NO. 172-2024**

**RESOLUTION BY THE TOWNSHIP OF BYRAM TO OFFER AN INCENTIVE UNDER THE
STATE HEALTH BENEFITS PROGRAM TO SUBSCRIBERS WHO SELECT ENROLLMENT
INTO TIERED-NETWORK MEDICAL PLANS**

WHEREAS, Byram Township has voluntarily agreed to participate in the modified Financial Incentive Program granting financial incentives to subscribers who select enrollment into tiered-network medical plans otherwise known as Aetna's Liberty Plus Plan and Horizon Blue Cross Blue Shield of New Jersey's OMNIA Plan; and

WHEREAS, Byram Township agrees to manage and administer the Incentive Program, and the terms of the Incentive Program shall include:

- The Incentive Program shall be available to subscribers who are first time enrollees in a tiered-network medical plan beginning January 1, 2025 and continuing through December 31, 2025;
- The Incentive Program does not extend to participants enrolled under P.L. 2005, c. 375 (certain over-age adult children) and COBRA;
- Participation is voluntary at the option of the employer;
- The Incentive Program is a one-time financial incentive;
- The financial incentive for eligible employees shall be: \$1,000 at any level of coverage (Single, Member/Spouse, Family, Parent/Child) when changing to a tiered-network plan;
- The incentive amount shall be paid within the first quarter of Plan Year 2025 and is reportable income; and
- The incentive shall be forfeited and returned to the employer if the subscriber fails to remain enrolled for at least one plan year, except that if a subscriber is made ineligible for healthcare through layoff, involuntary separation, reduction to part-time status or classification into an ineligible person. If a subscriber voluntarily retires or changes health plans due to a catastrophic or emergency health need as determined by the employer within the year, then the incentive shall be forfeited on a pro-rata basis.

NOW, THEREFORE, BE IT RESOLVED, THAT THE Byram Township Council authorizes the Manager, Municipal Clerk and Chief Financial Officer to administer the Financial Incentive Program in accordant with the above listed terms.

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 October 15, 2024.

Cynthia Church, Township Clerk

[Home](#) / Tiered Network

Tiered-Network Incentive Program

For Plan Year 2025, the State Health Benefits Program (SHBP) will continue to offer an Incentive Program for the Aetna Liberty Plus and Horizon OMNIA Tiered-Network plans. This program encourages employees to subscribe to the Tiered-Network Plan by offering a one-time financial incentive. Newly eligible employees enrolling during the remainder of 2024 as well as Plan Year 2025 are eligible for this incentive.

The Incentive Program is available to first-time enrollees who must remain enrolled in the plan for 12 consecutive months. This program does not extend to over age children under the provisions of Chapter 375 or COBRA members. The program offers a \$1,000 financial incentive to first-time enrollees at any coverage level. (e.g., Single, Member and Spouse, Parent and Child, or Family coverage).

IMPORTANT – The incentive shall be forfeited and returned to the SHBP if you fail to remain enrolled in the Tiered Plan for one plan year, except if you become ineligible for healthcare due to layoff, involuntary separation, reduction to part-time status, or classification into an ineligible position.

State employees are automatically eligible to participate in the program. For local employees, the incentive program is voluntary and at the option of the employer; therefore, eligibility for the incentive is based on whether the employer chooses to participate. Local employers should complete a [Resolution for the Incentive Program for the Tiered-Network plans](#).

What is a Tiered-Network Plan?

The Aetna Liberty Plus and Horizon OMNIA Health Plans give members the flexibility to visit practitioners in the carrier’s managed care network with significant premium share reductions and no referrals required. The plans offer members lower cost sharing, with copays as low as \$5.00 for an office visit, when utilizing Tier 1 providers. Tier 1 refers to specific doctors, hospitals and other health care professionals who offer cost-effective care. Liberty Plus and OMNIA plan members also have the flexibility to see any Tier 2 provider included in the managed care network, but with higher cost sharing. There is no out-of-network coverage with either tier.

Note: This incentive is for active members enrolled in the SHBP only.

For more information about the tiered-network plans:

Aetna’s Liberty Plus Health Plan – Members can identify Tier 1 and Tier 2 providers on the Aetna online [Doctor & Hospital finder](#)

Horizon’s OMNIA Health Plan – Members can identify Tier 1 and Tier 2 providers on the Horizon online [Doctor & Hospital finder](#)

Videos

More videos are available to view in our [Video Library](#).



Retirement Types, Eligibility & Calculations



Retirement Types, Eligibility & Calculations

Benefitsolver Video Guide



Retired Benefitsolver Guide

Solving MBOS Login Issues Part 1



Solving MBOS Login Issues Part 1

Last Updated: Wednesday, 07/31/24



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Site Maintained by Division of Revenue and Enterprise Services

TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY
RESOLUTION NO. 173-2024

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF
BYRAM AUTHORIZING CONTRACTS FOR A CONCESSION PURSUANT
TO N.J.A.C. 5:34-9.4 FOR LIMITED TIMBER HARVEST ON BYRAM
TOWNSHIP OPEN SPACE PARCEL

WHEREAS, Byram Township intends to complete a limited timber harvest that would entail the removal of approximately 198 trees over a 17 acre portion of the property known as Glenside Woods (Block 337 Lots 2, 9, and 9.01)

WHEREAS, the openings in the forest will help channel more growth potential to residual trees while enhancing sunlight conditions for regeneration; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., defines the term "concession" as the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit, and

WHEREAS, the Mayor and Council authorized by Resolution 022-2024 a Professional Services Agreement with Gracie & Harrigan Consulting Forests, Inc. for Stewardship Work on Open Space Parcels in Byram Township ; and

WHEREAS, the Professional Services Agreement included the implementation of a limited timber harvest with Gracie and Harrigan facilitating through the selection, scaling and marking of trees, solicitation of quotations to procure the harvest, preparation of a contract, and overall review and administration of the harvest for a fee that would be twenty (20) percent of revenue paid to Byram Township by contractor; and

WHEREAS, the concession will be awarded through the process of securing informal quotations from prospective timber harvest contractors since the estimated value of the concession is expected to be less than the Township's bid threshold of \$17,500, and

WHEREAS, the concession will be from the sale of the timber that will be harvested by the contractor with no costs expected to be incurred by the Township as part of the concession , and

WHEREAS, it is expected the Township will receive an estimated revenue not to exceed \$15,000 after Gracie and Harrigan deduct twenty (20) percent of the revenue that is to be paid to the Township by the contractor, and

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

WHEREAS, the Township’s Forest Stewardship Plan preferences timber sale on the referenced properties; and

WHEREAS, the Mayor and Council hereby authorize the Township's Manager to finalize and sign a Timber Harvest Contract; and

WHEREAS, the Township Attorney, Thomas F. Collins, Jr., Esq., has provided a legal opinion dated October 14, 2020 confirming that this type of timber harvest contract is authorized by the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 5:34-9.4 for a concession.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Byram, in the County of Sussex and State of New Jersey, that the Township Manager is hereby authorized to finalize and sign a timber harvest contract.

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

Attest: I hereby certify that this is a true copy of a Resolution granting license that was adopted by the Byram Township Council at a regular meeting held on October 15, 2024.

Cynthia Church, RMC
Township Clerk

TOWNSHIP OF BYRAM

RESOLUTION NO. 174 – 2024

RESOLUTION AUTHORIZING 100% DISABLED VETERAN EXEMPT STATUS TO OWNER OF BLOCK 337.01 LOT 7 FOR TAX YEAR 2024 AND THE CANCELLATION OF TAXES FOR FIRST HALF OF 2025 AND REFUND OF TAXES PAID FOR 3RD AND 4TH QUARTERS IN 2024

WHEREAS, Erik Swanson, the lawful owner of Block 337.01, Lot 7, also known as 14 Lynn Drive has been deemed 100% disabled by the Department of Veteran’s Affairs; and

WHEREAS, Erik Swanson, has applied to the Byram Township Tax Assessor for a 100% Disabled Veteran exemption in accordance with 54:4-3:30, which will be granted for the year 2024; and

WHEREAS, the Tax Assessor has recommended that this exemption be retroactive to September 13, 2024; and

WHEREAS, the Tax Collector has determined that the property taxes are paid through the 3rd and 4th quarters 2024. Therefore, a refund is due in the amount of \$3,346.76 which represents 3rd and 4th quarters 2024; and

WHEREAS, the Tax Collector is to cancel the taxes, pro-rated for 3rd and the remainder of the 4th quarter totaling \$3,421.05 and the first half preliminary 2025 taxes in the amount of \$5,691.38.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Byram in the County of Sussex and the State of New Jersey, that the property be classified as 100% exempt effective September 13, 2024, and the Tax Collector be authorized to issue a refund in the amount of \$3,346.76 to Erik Swanson, 14 Lynn Drive, Byram Township, NJ 07821, and cancel \$3,421.05, a pro-rated amount of 3rd and the remainder of 4th quarter 2024 and first half preliminary 2025 taxes in the amount of \$5,691.38.

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 October 15, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 175 – 2024**

**RESOLUTION ACKNOWLEDGING FINAL RESTORATION OF STREETS IN THE
NEW JERSEY NATURAL GAS SERVICE TERRIORTY AND IDENTIFYING THE
STREETS AS PROHIBITED STREETS AS DEFINED BY CHAPTER 213 STREETS AND
SIDEWALKS**

WHEREAS, Chapter 213 Entitled Streets and Sidewalks defines newly constructed or resurfaced streets as prohibited streets; and

WHEREAS, in accordance with Chapter 213, permission to excavate in any prohibited street will not be granted for five years after the completion of street overlays;

WHEREAS, section 213-11.2, there is a defined process for exceptions and waivers; and

WHEREAS, any person seeking a waiver for any other reason than those listed in the exceptions listed shall require approval from the Township Council; and

WHEREAS, 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 the waiver is necessary for unforeseen circumstances not anticipated in Chapter 213; and

WHEREAS, if a waiver is granted by the Township Council the individual must obtain a road opening permit and complete restoration in accordance with Chapter 213 and with the approval of Township Engineer; and

WHEREAS, the Township Engineer maintains the list of prohibited streets indicating the location limits, the date of completion of construction or resurfacing and the date the prohibition expires; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Township of Byram Acknowledges final restoration of streets in the New Jersey Natural Gas Service Territory and identifies the streets as prohibited streets as defined by Chapter 213 Streets and Sidewalks.

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 October 15, 2024.

Cynthia Church, RMC
Township Clerk

TOWNSHIP OF BYRAM
RESOLUTION NO. 176 – 2024

**RESOLUTION AUTHORIZING 100% DISABLED VETERAN EXEMPT STATUS TO
OWNER OF BLOCK 337.01 LOT 98 FOR TAX YEAR 2024 AND THE CANCELLATION
OF TAXES FOR FIRST HALF OF 2025 AND REFUND OF TAXES PAID FOR 3RD
QUARTER IN 2024**

WHEREAS, Robert C. Rhodes, the lawful owner of Block 337.01, Lot 98, also known as 11 Braemar Court has been deemed 100% disabled by the Department of Veteran’s Affairs; and

WHEREAS, Robert C. Rhodes, has applied to the Byram Township Tax Assessor for a 100% Disabled Veteran exemption in accordance with 54:4-3:30, which will be granted for the year 2024; and

WHEREAS, the Tax Assessor has recommended that this exemption be retroactive to September 13, 2024; and

WHEREAS, the Tax Collector has determined that the property taxes are paid through the 3rd quarter 2024. Therefore, a refund is due in the amount of \$437.31 which represents 3rd quarter 2024; and

WHEREAS, the Tax Collector is to cancel a pro-rated amount for 3rd and remainder for 4th quarter totaling \$3,081.16 and the first half preliminary 2025 taxes in the amount of \$5,125.93.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Byram in the County of Sussex and the State of New Jersey, that the property be classified as 100% exempt effective September 13, 2024, and the Tax Collector be authorized to issue a refund in the amount of \$437.31 to Robert C. Rhodes, 11 Braemar Court, Andover, NJ 07821, and cancel a portion of 3rd and the remainder of 4th quarter \$3,081.16 and half 2025 taxes in the amount of \$5,125.93.

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 October 15, 2024.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 171 – 2024**

**RESOLUTION AUTHORIZING SUBMITTAL OF CY2024 BEST PRACTICES
INVENTORY CERTIFICATION FORM**

WHEREAS, the State of New Jersey requires every municipality to complete a “Best Practices Inventory” each year; and

WHEREAS, the Chief Financial Officer and Municipal Clerk in conjunction with the Township Manager have completed the CY2024 Best Practices Inventory and distributed it to the Mayor and Council for review.

WHEREAS, the Chief Financial Officer, Chief Administrative Officer and the Municipal Clerk have certified the Best Practices Inventory Form results; and

WHEREAS, Byram Township achieved a score of 43.5 out of 44.5 points and will receive 100% of the final municipal aid payment.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Township of Byram has reviewed the CY2024 Best Practices Inventory at a public meeting held on October 15, 2024; and

BE IT FURTHER RESOLVED, that the Governing Body of the Township of Byram authorizes the Municipal Clerk to submit the certification form to the Division of Local Government Services.

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 October 15, 2024.

Cynthia Church, RMC
Township Clerk

Best Practices Inventory Online Platform

Survey

Byram Township

Printable Current Answers

001a	Unscored Survey	Affordable Housing
Has your municipality been authorized to collect residential development fees to be deposited into an Affordable Housing Trust Fund?		[0.00] Yes
001b	Unscored Survey	Affordable Housing
If the answer to Question 1a is "Yes" on what date did the municipality first start collecting residential development fees. Fill-in date under Comments as MM/DD/YYYY. If 1a was answered "No" insert "Answered No" under Comments.		Comment: November 18, 2023
001c	Unscored Survey	Affordable Housing
If the answer to Question 1a is "Yes" has your municipality adopted an ordinance setting forth conditions associated with affordable housing residential development fees? If so, fill-in the date the ordinance was adopted under Comments as MM/DD/YYYY. If not, insert "Answered No" or "Answered N/A" under Comments.		[0.00] Yes Comment: January 26, 2024
002a	Unscored Survey	Affordable Housing
Has your municipality been assessing non-residential development fees pursuant to N.J.S.A. 40:55D-8.1 et seq.?		[0.00] Yes
002b	Unscored Survey	Affordable Housing
If the answer to Question 2a is "Yes" are the fees retained by the municipality in its own Affordable Housing Trust Fund or submitted to the State Treasurer?		[0.00] Yes

003a	Unscored Survey	Affordable Housing
Did your municipality receive Regional Contribution Agreement (RCA) funds prior to 2008?		[0.00] No
003b	Unscored Survey	Affordable Housing
If the answer to Question 3a was "Yes" have all RCA funds been expended pursuant to the approved RCA?		[0.00] N/A
003c	Unscored Survey	Affordable Housing
If the answer to Question 3b was "No" is the unspent balance of RCA funds currently in your municipality's Affordable Housing Trust Fund?		[0.00] N/A
004	Unscored Survey	Affordable Housing
Does your municipality have a third-round fair share affordable housing present need obligation? If so, the number of units completed that fulfill your municipality's third-round present need obligation under Comments (please only include numbers without text or explanation to facilitate tabulation). If your municipality does not have a third-round present need obligation, type "Answered No" under Comments. If responding "Other" please explain the reason under Comments.		[0.00] Yes Comment: 5
005a	Unscored Survey	Affordable Housing
Does your municipality have a third-round fair share affordable housing prospective need obligation? If so, please provide your municipality's third-round fair share affordable housing prospective need obligation under Comments (please only include numbers without text or explanation to facilitate tabulation). This information can typically be found in your municipality's affordable housing settlement agreement, if one exists. Answer "No" if your municipality is an Urban Aid municipality that meets the qualification formula for an exemption from prospective need. If your municipality does not have a third-round prospective need obligation, type "Answered No" under Comments. If responding "Other" please explain the reason under Comments.		[0.00] Yes Comment: 1

005b	Unscored Survey	Affordable Housing
If the answer to Question 5a is "Yes" please provide the number of units completed that fulfill your municipality's third-round prospective need obligation under Comments (please only include numbers without text or explanation to facilitate tabulation). If your municipality does not have a third-round prospective need obligation, type "Answered No" under Comments. If your answer to Question 5a is "Other" please state the reason under Comments.		Comment: 5
006	Unscored Survey	Affordable Housing
Has your municipality been the subject of a builder's remedy lawsuit for its third-round prospective need obligation in which the court imposed a judgment in favor of the builder?		[0.00] No
007a	Unscored Survey	Affordable Housing
Has your municipality reached an affordable housing settlement agreement for the third round with the Fair Share Housing Center, a builder, or any other interested party?		[0.00] Yes
007b	Unscored Survey	Affordable Housing
If the answer to Question 7a is "Yes" was the agreement approved by the courts and your municipality granted a Judgment of Compliance and Repose and Temporary Immunity from exclusionary zoning lawsuits?		[0.00] Yes
007c	Unscored Survey	Affordable Housing
If the answer to Question 7a is "Yes" does the settlement agreement impose a prospective need obligation, net of bonuses, credits, and realistic development potential adjustments, that was greater than zero?		[0.00] Yes
008	Unscored Survey	Affordable Housing
Has your municipality formally appointed a municipal housing liaison?		[0.00] Yes
009a	Unscored Survey	Broadband
Does your municipality have a municipally-owned fiber network providing broadband access?		[0.00] No

009b	Unscored Survey	Broadband	
If the answer to Question 9a is "No" is your municipality actively considering or taking steps towards the build-out of a municipally-owned fiber network providing broadband access?			[0.00] No
010	Core Competencies	Budget	
Unless the Local Finance Board sets forth a later date pursuant to N.J.S.A. 40A:4-5.1, N.J.S.A. 40A:4-5 requires that calendar year municipalities approve their introduced budgets no later than February 10 (or August 10 for state fiscal year municipalities) and N.J.S.A. 40A:4-10 requires that calendar year municipalities adopt their budgets no later than March 20 (or September 20 for state fiscal year municipalities). For CY2024 budgets the Local Finance Board extended these dates to March 29 and April 30, respectively, or the next regularly scheduled governing body meeting thereafter (See Local Finance Notice 2023-22). Timely budget adoption helps a municipality avoid having to issue estimated tax bills or tax anticipation notes (TANs). Did your municipality introduce and adopt its current year budget no later than the extended dates authorized by the Local Finance Board? This question may only be answered N/A if your municipality's budget is subject to adoption by the Local Finance Board under State Supervision or if the Division instructed the municipality to delay budget adoption.			[1.00] Yes
011	Core Competencies	Budget	
N.J.S.A. 40A:5-12 requires the chief financial officer of each municipality to file the Annual Financial Statement (AFS) with the Division no later than February 10 (August 10 for SFY municipalities). Local Finance Notice 2023-22 announced the extension of this deadline to March 8. The statute specifies a \$5 per day penalty payable by the CMFO for failing to file the AFS within 10 days of after the time fixed for filing. Did your municipality file its AFS with the Division by no later than March 8 (or August 10 for SFY municipalities)?			[1.00] Yes
012	Core Competencies	Budget	
Pursuant to N.J.S.A. 40A:2-40, the chief financial officer each municipality shall, before the end of the first month of the fiscal year, file its Annual Debt Statement with the Division of Local Government Services. Did your municipality file its Annual Debt Statement for the preceding fiscal year with the Division no later than January 31 (July 31 for SFY municipalities)?			[1.00] Yes

013	Core Competencies	Budget
Recent amendments to N.J.A.C. 5:30-7.4 disqualify from local examination a municipality that has failed to submit to the Division the user-friendly budget section corresponding with the previous year's adopted budget. Has your municipality electronically submitted to the Division the User-Friendly Budget section of its adopted CY2023/SFY2024 and CY2024 budgets?		[1.00] Yes
014	Core Competencies	Budget
Revenue from a local cannabis tax is required to be entered on the municipal budget under FCOA Code 08-240. If your municipality has adopted a local cannabis tax, does your municipal budget list revenue from its local cannabis tax under FCOA Code 08-240? Only answer N/A if your municipality has not adopted a local cannabis tax.		[1.00] N/A
015	Best Practices	Budget
Has your municipality created an accumulated absence liability trust fund pursuant to N.J.A.C. 5:30-15.5, and annually deposit appropriations into the fund? Only answer N/A if your municipality 1) does not offer (for any employee hired after a certain date) payouts upon retirement for accumulated sick leave, and 2) no current employee has a grandfathered right to sick leave payouts upon retirement.		[0.50] Yes
016	Best Practices	Budget
N.J.S.A. 40A:4-62.1 allows municipalities to establish a storm recovery reserve for purposes such as, but not limited to, snow, ice, and debris removal. Unexpended balances budgeted annually for storm recovery purposes may be lapsed into the reserve. Has your municipality established a storm recovery reserve to ensure the consistent availability of funds for this purpose?		[0.50] Yes

017	Core Competencies	Capital Projects	
Sections 7 and 8 of P.L. 2021, c. 184 amended N.J.S.A. 40A:4-43 and 4-44 to require any municipality having its own water system to reflect in its capital budget and capital program the water infrastructure improvements listed on the annual Water Quality Accountability Act (WQAA) capital improvement report submitted to the Department of Environmental Protection (DEP). The Local Finance Board recently adopted amendments to N.J.A.C. 5:30-4.3 incorporating this statutory change into the municipal budget process. If your municipality has its own water system, does the capital budget and program reflect the capital projects listed in the annual WQAA report submitted to DEP that fall within the time period of the municipality's capital budget and capital program?			[1.00] N/A
018	Core Competencies	Capital Projects	
Has your municipality adopted a capital program as defined by N.J.A.C. 5:30-4.2, meaning a moving, multi-year plan and schedule for capital projects (including prospective financing sources) and, when pertinent, first year operating costs and savings? Only answer N/A if your municipality does not have a capital budget and is not required to adopt a capital budget pursuant to N.J.A.C. 5:30-4.3.			[1.00] Yes
019	Core Competencies	Cybersecurity	
Is Multi Factor Authentication (MFA) required for remote access to your municipality's network? If yes, please state under Comments where your municipality deploys MFA (e.g. banking, privileged users in-network, off-network back ups).			[1.00] Yes Comment: Electronic mail / cloud access (Microsoft 365) Tax and Finance (Edmunds) VPN access
020	Core Competencies	Cybersecurity	
Does your municipality require a password policy for all network users requiring alphanumeric complexity, length requirements, and either 1) at least annual updating; or 2) a password meeting advanced standards such as those from the National Institute of Standards & Technology (NIST)?			[1.00] Yes

021	Best Practices	Cybersecurity
Has your municipality enrolled for membership in the New Jersey Cybersecurity & Communications Integration Cell (NJCCIC)? An NJCCIC membership provides access to the latest cyber alerts, bulletins, training notifications and other important updates.		[0.50] Yes
022	Best Practices	Environment
Have one or more public electric vehicle charging stations been installed on municipal property?		[0.00] No
023	Best Practices	Environment
When purchasing new vehicles, does your municipality have a formal policy to purchase hybrid or alternative fuel vehicles whenever such vehicles are suited to the intended use? Only answer N/A if your municipality does not own any vehicles.		[0.00] No
024	Core Competencies	Ethics
The Local Government Ethics Law, designed to ensure transparency in government, requires local government officers to file Financial Disclosure Statements (FDSs) annually. Compliance by local elected officials is required by N.J.S.A. 40A:9-22.6. Did all governing body members timely file their annual Financial Disclosure Statements for 2024 such that they were not issued a Notice of Violation (NOV) by the Local Finance Board? A "No" answer is permissible if the governing body members' NOV were rescinded by the Board. Only answer N/A if your municipality has an ordinance on the books establishing a municipal ethics board.		[1.00] Yes
025	Core Competencies	Ethics
If your municipality has a municipal ethics board, did the municipal ethics board enforce the Financial Disclosure Statement (FDS) statute by issuing violations to local government officers (LGOs) who were on the 2024 roster but did not file the FDS by April 30, 2024? Only answer N/A if your municipality does not have an ordinance on the books establishing a municipal ethics board.		[1.00] N/A

026	Core Competencies	Ethics	
N.J.S.A. 2C:51-2.d permanently disqualifies from future public employment any person convicted of an offense "relating directly to the person's performance in, or circumstances flowing from, the specific public office, position or employment held by the person." Disqualification from public employment relating to a conviction for a disorderly persons or petty disorderly persons offense may be waived by the court upon application of the county prosecutor or the Attorney General and for good cause shown. As part of any job application process, does your municipality ask whether the applicant is currently disqualified from public employment due to a criminal conviction for which N.J.S.A. 2C:51-2.d applies?			[1.00] Prospective
027	Core Competencies	Financial Administration	
At its July 2023 meeting, the Local Finance Board adopted an amendment to N.J.A.C. 5:30-8.2 that converted the previously suggested surety bond schedule for a CMFO to a mandatory minimum schedule. This change came into effect on January 1, 2024. See Local Finance Notice 2023-21 for further details and to view the exposure index. Through a blanket bond or an individual bond, does your municipality provide a fidelity bond with faithful performance coverage for the CMFO that meets at least the minimum schedule set forth in N.J.A.C. 5:30-8.2?			[1.00] Yes
028	Core Competencies	Financial Administration	
At its July 2023 meeting, the Local Finance Board adopted updates to N.J.A.C. 5:30-5.7 requiring municipalities to maintain a general ledger for not only the current fund, but also for all other funds, as well as post totals for all funds to the general ledger on at least a monthly basis and maintain required original books of entry in an electronic format. See Local Finance Notice 2024-09 for further details. Does your municipality maintain a general ledger for its current fund and all other funds in accordance with N.J.A.C. 5:30-5.7?			[1.00] Yes
029	Core Competencies	Financial Administration	
Does your municipality post totals for all funds to the general ledger on at least a monthly basis?			[1.00] Yes
030	Core Competencies	Financial Administration	
Does your municipality maintain required original books of entry in an electronic format?			[1.00] Yes

031	Core Competencies	Financial Administration
N.J.S.A. 40A:5-7 requires a synopsis of all audits, together with the auditor's recommendations, to be prepared and published by the municipal clerk at least once in the municipality's official newspaper or, if there is none, in a newspaper published in the local unit or, if there is no newspaper published in the local unit, in a newspaper having a general circulation in the municipality. If the municipal clerk fails to have publication of the synopsis and recommendations made within 30 days of receipt of the annual audit, the clerk shall be subject to a fine of \$10.00 payable to the local unit for each day after the expiration of the 30 days that such publication fails to appear. At its July 2023 meeting, the Local Finance Board adopted updates to N.J.A.C. 5:30-6.4 that codifies the minimum content of the synopsis of audit along with the process for publishing the synopsis and corrective action plan. See Local Finance Notice 2024-10 for further details. Does your municipality publish the synopsis of audit as required pursuant to N.J.S.A. 40A:5-7?		[1.00] Yes
032	Core Competencies	Financial Administration
Local Finance Notice 2024-11 updates municipalities and fire districts on current IRS guidance and Federal Fair Labor Standards Act (FLSA) guidance pertaining to incentives paid to volunteer firefighters and EMS (other than LOSAP). Nominal stipends funded through the federal Staffing for Adequate Fire and Emergency Response (SAFER) program's volunteer firefighter recruitment and retention (R&R) grant is also discussed. Has your municipality reviewed its volunteer fire and EMS incentives for compliance with federal requirements?		[1.00] N/A
033	Best Practices	Financial Administration
N.J.A.C. 5:30-8.3(a)(3) establishes a schedule of minimum dollar amounts for tax collector surety bonding. However, to provide a higher level of security for public funds, municipalities are encouraged to adopt the more stringent schedule for tax collector surety bonding specified in N.J.A.C. 5:30-8.3(a)(4). Has your municipality adopted the more stringent surety bonding schedule for tax collectors set forth in N.J.A.C. 5:30-8.3(a)(4) or higher?		[0.50] Yes

034	Best Practices	Financial Administration
N.J.A.C. 5:30-8.4 (a) establishes a schedule of minimum dollar amounts for municipal court surety bonding, specifically for municipal judges and municipal court administrators. However, subsection (b) of 5:30-8.4 encourages municipalities to adopt a more stringent schedule for municipal court surety bonding that is specified in the subsection. Has your municipality adopted the more stringent surety bonding schedule for municipal court judges and court administrators set forth in N.J.A.C. 5:30-8.4(b) or higher?		[0.50] N/A
035	Core Competencies	Lead Remediation
Subsection h. of N.J.S.A. 52:27D-437.16 requires each municipality to assess an additional fee of \$20 per unit inspected for lead hazards and deposited into the Department of Community Affairs' Lead Hazard Control Assistance Fund established pursuant to N.J.S.A. 52:27D-437.4. Has your municipality assessed and collected the above-reference \$20 fee assessment for each lead inspection and sent the proceeds to the Department of Community Affairs' Division of Housing & Community Resources for deposit into the Fund?		[1.00] Yes
036a	Unscored Survey	Lead Remediation
Does your municipality have a permanent local agency that is currently conducting inspections for lead-based paint hazards in rental dwellings and enforcing the provisions of P.L. 2021, c. 182? If your answer is "Other" fill-in the name of the municipal agency under Comments. If your answer is "Shared Service", please fill-in the name of the agency and the local unit providing the service under Comments. Further information concerning the requirements of this recently enacted law are available at https://www.nj.gov/dca/codes/resources/leadpaint.shtml .		[0.00] No local agency
036b	Unscored Survey	Lead Remediation
If your municipality does not have a permanent local agency or a shared service currently conducting inspections for lead-based paint hazards in rental dwellings to enforce the provisions of P.L. 2021, c. 182, has your municipality retained a lead evaluation contractor to provide paid lead inspection services?		[0.00] No
037a	Unscored Survey	Lead Remediation
Pursuant to P.L. 2021, c. 182, has your municipality identified rental dwellings that have experienced tenant turnover since July 22, 2022?		[0.00] Yes

037b	Unscored Survey	Lead Remediation
If your municipality has identified rental dwellings that have experienced tenant turnover since July 22, 2022, have all of those units been inspected prior to re-occupancy?		[0.00] No
038a	Unscored Survey	Lead Remediation
The method of lead-based paint hazard inspection required for each municipality is at https://www.nj.gov/dca/codes/publications/pdf_lead/doh_lead_data_insp.pdf . If your municipality is required to perform a visual inspection, how many visual lead-based paint inspections did your municipality conduct (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.		Comment: 0
038b	Unscored Survey	Lead Remediation
If your municipality is required to perform a dust wipe swiping under https://www.nj.gov/dca/codes/publications/pdf_lead/doh_lead_data_insp.pdf , how many dust wipe-sampling lead-based paint inspections did your municipality conduct (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.		Comment: 0
038c	Unscored Survey	Lead Remediation
How many post-remediation lead-based paint inspections has your municipality conducted (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.		Comment: 0
038d	Unscored Survey	Lead Remediation
How many lead safe certifications have been issued by your municipality since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.		Comment: 0

039	Core Competencies	Personnel	
For any municipal officers and employees NOT required by contract or municipal policy to make health benefit contributions following the Chapter 78 health benefit contribution grid (excluding Rx and dental), is your municipality requiring those employees to contribute at least 1.5% of base salary towards health benefits pursuant to P.L. 2010, c. 2? See Local Finance Notices 2010-12 and 2011-20R for further details. Answer N/A if all of your municipality's officers and employees are required by contract or municipal policy to contribute at least the amount required by P.L. 2011, c. 78 for health benefits.			[1.00] N/A
040	Core Competencies	Personnel	
Payments for waivers filed before May 21, 2010 and maintained continuously since, cannot exceed fifty percent (50%) of the amount saved by the local unit as a result of the employee's waiver of coverage. For waivers filed on or after May 21, 2010, which is the effective date of P.L. 2010, c. 2, payments cannot exceed the lesser of twenty-five percent (25%) of the amount saved by the local unit as a result of the waiver, or \$5,000. When calculating an employee's waiver payment, the local unit must deduct the employee's healthcare contribution obligation from the total premium cost. Local units have sole discretion as to whether or not to offer employees payments for waiver of health benefits, and may offer waiver payments below the statutory maximum. Health benefit waiver payments are statutorily excluded from collective bargaining. See Local Finance Notices 2010-12 and 2016-10 for further discussion on health benefit waiver payments. Are your municipality's healthcare waiver payments at or below the statutory maximum? "N/A" is only applicable where the municipality does not make payments in lieu of health benefits.			[1.00] Yes
041	Core Competencies	Personnel	
The Fair Labor Standards Act (FLSA) is a federal law requiring that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and thus not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (please consult labor counsel for detailed guidance). Exempt status also precludes overtime pay for time worked during emergencies, attendance at night meetings and participation in training sessions. Compensated leave time in lieu of cash payments is considered a form of overtime pay unless such leave is utilized in the same pay period. Does your municipality refrain from paying overtime to employees classified as exempt under the FLSA?			[1.00] Yes

042	Core Competencies	Personnel	
Has your municipality reviewed and updated its employee personnel manual/handbook within the past three years or upon the conclusion of each of your municipality's collective negotiated agreements (CNAs)? If yes, please provide in the Comments section the date which the personnel manual was officially updated using the MM/DD/YYYY format. If not yes, please type "Did Not Answer Yes" into the comment box.			[1.00] Yes Comment: February 1, 2022
043	Core Competencies	Personnel	
At its July 2023 meeting, the Local Finance Board updated N.J.A.C. 5:30-16.2 to require a municipality's purchasing agent, certified public works manager, and business administrator/municipal manager to register for GovConnect by November 1, 2023. If your municipality has one or more of the above-referenced titles, have the individuals in those titles registered for GovConnect?			[1.00] Yes
044	Unscored Survey	Personnel	
Does your municipality currently have an unlicensed individual serving as an acting municipal clerk, tempoary chief municipal finance officer, temporary purchasing agent, and/or a temporary chief public works manager? Select as many as are applicable or None of the Above.			
045	Unscored Survey	Personnel	
Does your municipality currently retain a chief financial officer through a professional services contract?			[0.00] No
046	Core Competencies	Procurement	
The purchase of insurance coverage and consultant services is a limited exception to public bidding by virtue of being deemed an Extraordinary Unspecifiable Service (EUS) pursuant to N.J.S.A. 40A:11-5(a)(ii) and 40A:11-5(1) (m). Page 3 of Local Finance Notice AU-2002-2 for further details. The standard EUS certification declaration (do not submit the form to DLGS) is available at https://www.nj.gov/dca/divisions/dlgs/programs/lpcl_docs/eus_letter.pdf . If your municipality has procured insurance under the EUS exception to public bidding, has your municipality followed the procedural requirements of an EUS in doing so?			[1.00] N/A

047	Core Competencies	Procurement	
N.J.S.A. 34:1A-1.16 authorizes the New Jersey Department of Labor and Workforce Development (NJDOL) to create a list on its website, dubbed the Workplace Accountability in Labor List (The WALL), of any person found in violation of any State wage, benefit, and tax laws and against whom a final order has been issued by the NJDOL for such violation. A contract cannot be awarded to any contractor or vendor appearing on the WALL, which is available at https://www.nj.gov/labor/ea/osec/wall.shtml . Is your municipality cross checking prospective vendor or contractor names against the WALL before awarding any contract over the quote threshold?			[1.00] Prospective
048	Core Competencies	Procurement	
P.L. 2023, c. 138 requires public works contractor registration and payroll certification for public works projects to be completed online at https://njwages.nj.gov/ . Municipalities were required to be registered prior to August 15, 2024. Email njwagehubinfo@dol.nj.gov for assistance with registration. In addition to the NJ Wage Hub online requirements, certified payrolls shall continue to be submitted to the municipality in the manner and process that is consistent with each body's previous receipt of certified payrolls (e.g. email, fax). Is your municipality registered with NJDOL's online certified payroll system?			[1.00] Yes
049	Best Practices	Procurement	
If your municipality contracts with an insurance broker for health insurance, and said contract exceeds the Local Public Contracts Law (LPCL) bid threshold, is your municipality's health insurance broker being procured through a competitive contracting or sealed bid process conducted pursuant to the Local Public Contracts Law? Only answer N/A if your municipality does not contract with an insurance broker for health insurance or, if it does, the contract does not exceed your municipality's LPCL bid threshold.			[0.50] N/A
050	Best Practices	Procurement	
Insurance broker fees dependent on the amount of health insurance premiums or fees paid by the municipality are vulnerable to abuse as brokers could face conflicting incentives in seeking lower-cost health insurance alternatives. If your municipality contracts with an insurance broker for health insurance, is the structure for broker payments set at a flat-fee rather than on a commission basis to mitigate the risk of a broker recommending more expensive health insurance coverage to earn higher fees? Only answer N/A if your municipality does not contract with an insurance broker for health insurance.			[0.50] N/A

051	Core Competencies	Shared Services
N.J.S.A. 40A:65-4(b) requires a copy of each shared services agreement to be filed with the Division of Local Government Services. Has your municipality filed with the Division the most current copy of each shared services agreement under which the municipality provides one or more services to another local unit as defined by N.J.S.A. 40A:65-3 of the Uniform Shared Services and Consolidation Act? Only answer N/A if your municipality does not provide a shared service to another local unit.		[1.00] Yes
052a	Unscored Survey	Shared Services
If your municipality currently provides a chief financial officer, tax collector, tax assessor, municipal clerk, qualified purchasing agent, certified public works manager, municipal treasurer, and/or a public works superintendant to another municipality pursuant to a shared services agreement, please select one or more of the options provided and list under Comments each municipality (and the county in which that municipality is located) along with the position being provided to that municipality. If your municipality currently provides none of these positions pursuant to a shared services agreement, select None of the Above and insert N/A into Comments.		Comment: N/A
052b	Unscored Survey	Shared Services
If the answer to Question 52a is yes, did one or more of the identified shared service agreements result in the dismissal of a tenured official? If yes, please insert under Comments 1) the position or positions where an agreement resulted in the dismissal of a tenured official; and 2) an estimate of the cost savings anticipated to be achieved by the participating municipalities at the outset of the agreement. If the answer is No or N/A, please insert "No" or "N/A" under Comments. See LFN 2018-3R for more information on this provision of the Common Sense Shared Service Act.		[0.00] N/A
053a	Unscored Survey	Special Improvement Districts
Has your municipality designated one or more special improvement districts (SIDs) pursuant to N.J.S.A. 40:56-71?		[0.00] No
053b	Unscored Survey	Special Improvement Districts
If your municipality has designated one or more special improvement districts (SIDs) pursuant to N.J.S.A. 40:56-71, does one or more SID have a business improvement zone established pursuant to N.J.S.A. 40:56-71.1 et seq.? Answer N/A if your municipality does not have a SID.		[0.00] N/A

054	Core Competencies	Transparency	
Are your municipality's codified and uncoded ordinances, including all current salary ordinances, posted on the municipality's website? Please provide the link to the webpage on which the ordinances are posted under Comments. If the answer is "No" type "Answered No" under Comments.			[1.00] Yes Comment: https://www.byramtwp.org/inde
055	Core Competencies	Transparency	
Does your municipality maintain on its website minutes and agendas for the governing body, planning board, board of adjustment and all commissions? Please provide the link to the webpage on which the agendas and minutes are listed under Comments. If the answer is "No" type "Answered No" under Comments.			[1.00] Yes Comment: https://www.byramtwp.org/inde
056	Core Competencies	Transparency	
Does your municipality's website have a calendar that is regularly updated with the meeting dates for governing body meetings along with the meetings of all other boards, committees, and commissions? Please provide the link to the webpage on which the calendar is listed under Comments. If the answer is "No" type "Answered No" under Comments.			[1.00] Yes Comment: https://www.byramtwp.org/inde
057	Core Competencies	Transparency	
Does your municipality maintain on its website the previous three years of adopted budgets and the current year introduced or adopted budget, inclusive of the user-friendly budget section? Please provide the link to the webpage on which the budgets are posted under Comments. If the answer is "No" type "Answered No" under Comments.			[1.00] Yes Comment: https://www.byramtwp.org/inde
058	Core Competencies	Transparency	
Does your municipality maintain on its website the most recent annual financial statement (AFS) and annual audit, including any corrective action plan? Please provide the link to the webpage on which both are posted under Comments. If the answer is "No" type "Answered No" under Comments.			[1.00] Yes Comment: https://www.byramtwp.org/inde

059	Best Practices	Transparency	
Does your municipality post on its website all current labor agreements, including memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements? Please provide the link to the webpage on which current labor agreements are posted under Comments. If the answer is "No" type "Answered No" under Comments. If the answer is "N/A", please use the comment box to provide clarification.			[0.50] Yes Comment: https://www.byramtwp.org/inde
060	Core Competencies	Transparency	
N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements. Copies of same may be emailed to contracts@perc.state.nj.us . Has your municipality filed all current contracts with PERC? Only answer N/A if your municipality does not have any employee labor unions.			[1.00] Yes
061	Core Competencies	Transparency	
Pursuant to N.J.S.A. 34:13A-16.8(d)(2), PERC requires a summary of the cost impact associated with a municipality's completed contracts for all bargaining units. Police and fire contracts have one summary form, while non-police and fire contracts have another form. The summary forms and filing instructions are located at https://www.state.nj.us/perc/conciliation/contracts/ . Has your municipality filed the required PERC summary forms for all current completed labor agreements? Only answer N/A if your municipality does not have any employee labor unions.			[1.00] Yes
062	Core Competencies	Transparency	
In accordance with Governor Murphy's Executive Order 267 dated October 8, 2021 and outlined in LFN 2022-08 dated March 2, 2022, municipalities and counties were required to provide DLGS with a copy of all American Rescue Plan (ARP) LFRF reports filed with U.S. Treasury, including Project and Expenditure Reports, Interim Reports, and Recovery Plan and Performance Reports?. Did your municipality file with DLGS all reports filed with Treasury? Only answer N/A if your municipality refused ARP LFRF Funding			[1.00] Yes

063	Core Competencies	Transparency	
P.L. 2023, c. 30, known as the "Elections Transparency Act," made various significant changes to New Jersey's pay-to-play laws. One of these changes is the prohibition on imposing pay-to-play provisions that are more restrictive than those in State law. The repeal of N.J.S.A. 40A:11-51, the statute that originally authorized local pay-to-play restrictions or grandfathered existing ones, is effective retroactive to January 1, 2023. See Local Finance Notice 2023-14 for further details. Has your municipality repealed any local pay-to-play ordinances or resolutions originally authorized or grandfathered by N.J.S.A. 40A:11-51? Answer N/A if your municipality did not have local pay-to-play restrictions on the books.			[1.00] N/A
064	Best Practices	Transparency	
Does your municipality feature a link on its website to the Division of Taxation's Property Tax Relief Program webpage at https://www.state.nj.us/treasury/taxation/relief.shtml ?			[0.50] Yes
065a	Unscored Survey	Transparency	
Does your municipality have one or more official social media accounts? Please select all that apply.			
065b	Unscored Survey	Transparency	
If your answer to Question 65a is "Yes", does your municipality allow comments on its social media posts?			[0.00] Yes
065c	Unscored Survey	Transparency	
If your answer to Question 65b is "Yes", does your municipality archive comments made on its social media posts?			[0.00] No

066	Core Competencies	Redevelopment	
Upon the adoption of a resolution by a municipal governing body determining that a delineated area, or any part thereof, is an area in need of redevelopment or an area in need of rehabilitation, N.J.S.A. 40A:12A-6.b(5)(c) and 40A:12A-14.a require the municipal clerk to transmit a copy of the resolution to the Commissioner of the Department of Community Affairs for review. If the area in need of redevelopment or rehabilitation is not located in an area in which development or redevelopment is to be encouraged pursuant to any State law, the determination shall not take effect without first receiving the review and approval of the Commissioner. If the area in need of redevelopment or rehabilitation is located within an area in which development or redevelopment is encouraged pursuant to State law, the resolution shall take effect after the municipal clerk has transmitted a copy of the resolution to the Commissioner. Areas in Need of Redevelopment and Areas in Need of Rehabilitation are featured on the NJ Community Asset Map hosted on the Office of Local Planning Services webpage under "Available Data and Applications." Has your municipality submitted all resolutions designating areas in need of redevelopment or rehabilitation within the municipality to the DCA Commissioner?			[1.00] N/A
067	Core Competencies	Redevelopment	
N.J.S.A. 40A:20-9.d requires an urban renewal entity with which the municipality has a financial agreement for a long-term payment in lieu of taxes (PILOT) to submit annually, within 90 days after the close of its fiscal year, its auditor's reports to the mayor and the governing body. Does your municipality enforce the annual submission of urban renewal entity audit reports and review those reports?			[1.00] N/A
068	Core Competencies	Utilities	
P.L. 2022, c.107 (N.J.S.A. 48:2-29.57 et seq. or the "Utility Reporting Law") requires the Board of Public Utilities (BPU) to collect data from both investor-owned utilities and local government-owned utilities regarding service to residential and commercial customers. The reporting template is available at https://nj.gov/bpu/agenda/doc/PL107/ReportingRequirementTemplateFinal.xlsx. If your municipality has a water, sewer, or electric system, has your municipality complied with the reporting requirement in the Utility Reporting Law?			[1.00] Yes

069	Core Competencies	Utilities	
Section 4 of P.L. 2021, c. 317 establishes a Winter Termination Program allowing eligible residential customers to avoid service shutoff from November 15 through March 15 for non-payment of water, sewer, or electric service provided by a local unit. See Local Finance Notice 2023-09 for further details. Has your municipality notified its residential ratepayers about the Winter Termination Program in the manner required under law with respect to the utility services it provides?			[1.00] Yes

List of Bills - (All Funds)

Meeting Date: 10/15/2024 For bills from 09/28/2024 to 10/11/2024

Vendor	Description	Payment	Check Total
Claims Account			
40 - ALLIED OIL, LLC	PO 28637 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	5,521.06	5,521.06
111 - AURORA ELECTRICAL SUPPLY CO., LLC	PO 28357 2024 Blanket For Supplies	234.05	234.05
3870 - AVIAN WILDLIFE CENTER	PO 29479 EC PRESENTATION - RAPTOR PROGRAM	200.00	200.00
3869 - BYRAM 206 DEVELOPERS, LLC	PO 29413 REFUND OF COAH OVERPAYMENT - 77 RT 206 (	513.75	513.75
217 - BYRAM TWP SEWER OPERATING UTIL	PO 28895 3RD-4TH QTR 2024 SEWER BILLING	1,460.42	1,460.42
3840 - CASTELLANOS, ALEXANDER M.	PO 29457 Refund - 100% Disabled Veteran - Block 5	4,405.68	4,405.68
3821 - CREATIVE MANAGEMENT, INC.	PO 28638 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	6,566.83	6,566.83
373 - DELSEA TERMITE & PEST CONTROL	PO 28142 2024 Blanket - Pest Control Services	32.00	32.00
3802 - ELIZABETHTOWN GAS	PO 29526 MONTHLY SERVICE	39.05	39.05
3860 - ERIC M. BERNSTEIN & ASSOCIATES, LLC	PO 29503 SPECIAL PROSECUTOR - SEPTEMBER 2024 SERV	297.50	297.50
542 - FOREST LAKES WATER CO	PO 28520 2024 BLANKET - WATER SERVICE	125.00	125.00
544 - FRA TECHNOLOGIES, INC.	PO 29350 12/01/2024-11/30/2025 - MACS Service Con	675.00	675.00
3581 - FRENCH & PARRELLO ASSOCIATES, PA	PO 27734 ENGINEERING SERVICES - IMPROVEMENTS TO C	1,553.35	1,553.35
3170 - GABRIELLI TRUCK SALES	PO 29423 Tender 5 Parts	69.70	69.70
1166 - GANNETT NEW YORK/NEW JERSEY LOCALIQ	PO 28931 2024 Tax Sale Advertising	67.50	
	PO 29519 MONTHLY ADVERTISING	184.93	252.43
3118 - GRASS ROOTS TURF PRODUCTS, INC.	PO 29451 Field Supplies	271.50	271.50
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 28226 HIGHLANDS - STORMWATER MGMT PLANNING: MS	1,349.00	
	PO 28242 1ST QUARTER 2024 BLANKET PURCHASE ORDER	688.00	
	PO 29421 JULY 2024 ENGINEERING SERVICES - CO JOHN	2,676.50	4,713.50
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 29422 JUNE-JULY 2024 ENGINEERING SERVICES - MA	4,986.02	
	PO 29436 ESCROW - MARCH 2024 SERVICES - LANDSCAPE	112.50	
	PO 29437 ESCROW - APRIL 2024 SERVICES - LANDSCAPE	198.25	5,296.77
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 29439 ESCROW - MAY 2024 SERVICES - LANDSCAPES	71.00	
	PO 29441 ESCROW - JUNE 2024 SERVICES - LANDSCAPES	37.50	
	PO 29450 ESCROW - JULY 2024 SERVICES - URENA	203.00	
	PO 29466 ESCROW - JULY 2024 SERVICES - TOMAHAWK L	284.00	
	PO 29467 ESCROW - JUNE 2024 SERVICES - DOBRICH	58.00	
	PO 29473 ESCROW - JUNE 2024 SERVICES - BYRAM WATE	142.00	
	PO 29474 ESCROW - JUNE 2024 SERVICES - BAUMGARTEN	35.50	
	PO 29475 ESCROW - JUNE 2024 SERVICES - NIEC	142.00	973.00
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 29476 ESCROW - JUNE 2024 SERVICES - CARTRIDGE	138.00	
	PO 29477 ESCROW - JUNE 2024 SERVICES - HIGHLAND A	503.00	
	PO 29478 ESCROW - JULY 2024 SERVICES - CHAMBERLIN	142.00	
	PO 29480 ESCROW - JULY 2024 SERVICES - STEFFANS	528.50	
	PO 29481 ESCROW - JULY 2024 SERVICES - VALLEY VIE	142.00	
	PO 29482 ESCROW - JULY 2024 SERVICES - CATRIDGE A	71.00	1,524.50
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 29483 ESCROW - AUGUST 2024 SERVICES - SCULLY P	142.00	
	PO 29484 ESCROW - JULY 2024 SERVICES - CIRELLA	71.00	
	PO 29487 ESCROW - AUGUST 2024 SERVICES - ELIZABET	85.51	
	PO 29488 ESCROW - AUGUST 2024 SERVICES - ELIZABET	71.00	
	PO 29489 ESCROW - AUGUST 2024 SERVICES - ELIZABET	928.25	
	PO 29490 ESCROW - AUGUST 2024 SERVICES - NJ NATUR	187.50	
	PO 29491 ESCROW - AUGUST 2024 SERVICES - NORTH SH	106.50	1,591.76
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 29492 ESCROW - AUGUST 2024 SERVICES - ELIZABET	656.25	
	PO 29495 AUGUST 2024 SERVICES - RESURFACING OF VA	677.25	
	PO 29512 ESCROW - AUGUST 2024 SERVICES - VEOLIA W	168.75	
	PO 29513 ESCROW - AUGUST 2024 SERVICES - RAIMO OF	56.25	
	PO 29514 ESCROW - AUGUST 2024 SERVICE - PCV, LLC	506.25	
	PO 29515 ESCROW - AUGUST 2024 SERVICES - SCHUFFEN	142.00	
	PO 29516 ESCROW - AUGUST 2024 SERVICES - VEOLIA W	168.75	2,375.50
3866 - HERTRICH FLEET SERVICES, INC.	PO 29382 POLICE - 2024 CHEVROLET TAHOE 4WD - APPR	49,725.92	49,725.92
3823 - J. HARRIS ACADEMY OF POLICE TRAINING, LL	PO 28230 POLICE - TRAINING COURSE - ORDER #19133	595.00	595.00
751 - JCP&L	PO 29452 MONTHLY SERVICE	2,811.33	2,811.33
751 - JCP&L	PO 29461 MONTHLY SERVICES	35.45	35.45
751 - JCP&L	PO 29462 MONTHLY SERVICE	296.80	296.80
751 - JCP&L	PO 29463 MONTHLY SERVICE	373.81	373.81
751 - JCP&L	PO 29464 MONTHLY SERVICE	95.43	95.43
751 - JCP&L	PO 29465 MONTHLY SERVICES	132.48	132.48

List of Bills - (All Funds)

Meeting Date: 10/15/2024 For bills from 09/28/2024 to 10/11/2024

Vendor	Description	Payment	Check Total
751 - JCP&L	PO 29523 MONTHLY SERVICE	855.17	855.17
3412 - KONICA MINOLTA PREMIER FINANCE	PO 28585 MAY-DECEMBER 2024 BLANKET PURCHASE ORDER	375.56	375.56
3412 - KONICA MINOLTA PREMIER FINANCE	PO 28586 MAY-DECEMBER 2024 BLANKET PURCHASE ORDER	111.70	111.70
860 - LADDEY, CLARK & RYAN, LLP	PO 29304 JUNE 2024 SERVICES - OPRA	441.00	
	PO 29305 LABOR & EMPLOYMENT COUNSEL - JUNE 2024 S	3,800.16	
	PO 29521 JULY 2024 SERVICES - OPRA	399.00	4,640.16
860 - LADDEY, CLARK & RYAN, LLP	PO 29522 LABOR & EMPLOYMENT COUNSEL - JULY 2024 S	283.92	283.92
3862 - LAKE MOHAWK PRESERVATION FOUNDATION	PO 29264 Refund - 100% Exemption: Preservation La	3,237.20	3,237.20
3681 - LOEFFEL'S WASTE OIL SERVICE, LLC	PO 29525 Used Antifreeze Removal	150.00	150.00
934 - LOWE'S BUSINESS ACCOUNT	PO 28233 2024 BLANKET PURCHASE ORDER	86.14	86.14
934 - LOWE'S BUSINESS ACCOUNT	PO 28233 2024 BLANKET PURCHASE ORDER	674.59	674.59
3699 - MARAZITI FALCON, LLP	PO 29438 ESCROW - MAY 2024 SERVICES - LANDSCAPES	87.50	
	PO 29493 PLANNING BOARD - AUGUST 2024 SERVICES	1,391.73	
	PO 29494 ESCROW - AUGUST 2024 SERVICES - HIGHLAND	70.00	
	PO 29496 ESCROW - AUGUST 2024 SERVICES - CARKHUFF	17.50	
	PO 29497 ESCROW - AUGUST 2024 SERVICES - VEOLIA W	910.00	2,476.73
3699 - MARAZITI FALCON, LLP	PO 29498 ESCROW - AUGUST 2024 SERVICES - 10 ROUTE	140.00	
	PO 29499 ESCROW - AUGUST 2024 SERVICES - BYRAM WA	52.50	
	PO 29500 ESCROW - AUGUST 2024 SERVICES - NORTH SH	525.00	
	PO 29509 ESCROW - AUGUST 2024 SERVICES - CARTRIDG	35.00	
	PO 29510 ESCROW - AUGUST 2024 SERVICES - VALLEY V	332.50	1,085.00
3699 - MARAZITI FALCON, LLP	PO 29511 ESCROW - AUGUST 2024 SERVICES - LARUSSO	140.00	140.00
2875 - MORTON SALT, INC.	PO 29292 2024 BLANKET PURCHASE ORDER - ROCK SALT	13,803.19	13,803.19
2625 - NAPA AUTO PARTS	PO 28120 2024 Blanket For Parts	388.98	388.98
1160 - NETCONG HARDWARE CO., INC.	PO 28121 2024 Blanket For Supplies	213.39	213.39
1191 - NJ STATE DEPT OF HEALTH	PO 29518 September 2024 Dog License Fees Due to S	22.20	22.20
2280 - ONE CALL CONCEPTS, INC.	PO 28310 2024 BLANKET PURCHASE ORDER - CALL BEFOR	5.72	5.72
3590 - OPTIMUM	PO 28112 EQUIPMENT CHARGES - CABLE BOXES - 2024 B	5.00	5.00
1331 - PRINCETON HYDRO, LLC	PO 25703 HIGHLANDS GRANT - LAKE MANAGEMENT PLANNI	3,999.38	3,999.38
3182 - ROK INDUSTRIES, INC.	PO 29377 2024 TAX SALE ADVERTISING	345.00	345.00
1468 - SCMUA	PO 28130 2024 Blanket For Leaves and Brush	159.75	
	PO 28588 APRIL - DECEMBER 2024 BLANKET PURCHASE O	12,310.35	12,470.10
3867 - SERVPRO OF SW MORRIS COUNTY	PO 29376 POLICE - BIO REMEDIATION OF PD CAR - EST	1,150.00	1,150.00
1650 - TESTA SECURITY SYSTEMS	PO 29397 2024/2025 - Electronic Monitoring Servic	300.00	300.00
3713 - THE ULTIMATE ALPHABET, LLC	PO 29298 Truck Lettering	228.00	228.00
1840 - TREASURER, STATE OF NJ	PO 29527 3RD QUARTER 2024 - MARRIAGE LICENSE FEES	475.00	475.00
3601 - UNITED SITE SERVICES	PO 28481 2024 Blanket - Portable Restroom Rentals	1,194.45	1,194.45
3551 - VALLEY PHYSICIAN SERVICES, PC	PO 29508 PRE-EMPLOYMENT & RANDOM DRUG TESTING PRO	205.00	205.00
1889 - VERIZON WIRELESS	PO 29449 MONTHLY SERVICE	188.17	
	PO 29454 MONTHLY SERVICE	38.01	
	PO 29455 MONTHLY SERVICE	114.03	
	PO 29517 MONTHLY SERVICE	82.66	422.87
1902 - VOGEL, CHAIT, COLLINS AND SCHNEIDER	PO 29394 AFFORDABLE HOUSING - AUGUST 2024 SERVICE	393.75	
	PO 29395 AUGUST 2024 SERVICES - ORDINANCE/LOT AUC	52.50	446.25
1926 - WB MASON CO., INC.	PO 29435 ADMIN - OFFICE SUPPLIES - ORDER #S146913	234.91	234.91
2626 - XTEL COMMUNICATIONS	PO 28640 2ND-4TH QUARTER 2024 BLANKET PURCHASE OR	437.48	437.48
TOTAL			143,221.66

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN OE	550.93			
01-201-20-130-020	FINANCE ADMINISTRATION OE	111.70			
01-201-20-145-020	TAX COLLECTION OE	412.50			
01-201-20-155-020	LEGAL SERVICES	5,274.08			
01-201-20-165-020	ENGINEERING	3,364.50			
01-201-20-170-020	ENVIRONMENTAL COMMISSION OE	200.00			
01-201-21-180-020	PLANNING BD OE	1,809.41			
01-201-21-185-020	ZONING COMMISSION OE	38.01			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

01-201-25-240-020	POLICE OE	2,392.27			
01-201-25-250-020	POLICE RADIO & COMM & 911	114.03			
01-201-26-290-020	ROAD REPAIR & MAINT OE	15,614.92			
01-201-26-292-020	FLEET MAINTENANCE	1,044.92			
01-201-26-295-020	VEHICLE EXPENSES	49,725.92			
01-201-26-310-020	PUBLIC BLDGS & GROUNDS OE	905.86			
01-201-26-335-020	RECYCLING OE	150.00			
01-201-26-335-030	GARBAGE CONTRACT	11,965.20			
01-201-28-375-020	PARKS & PLAYGROUNDS OE	23.25			
01-201-31-430-020	ELECTRICITY	3,482.26			
01-201-31-435-020	STREET LIGHTING	316.72			
01-201-31-440-020	TELEPHONE	437.48			
01-201-31-446-020	NATURAL GAS	39.05			
01-201-31-455-020	MUNICIPAL SEWER CHARGES	1,460.42			
01-201-31-460-020	GASOLINE	12,087.89			
01-201-32-465-000	RECYCLING TAX APPROP.	345.15			
01-205-55-000-000	Tax Overpayments			7,642.88	
01-213-07-000-000	RESERVE - FEDERAL/STATE GRANTS			10,698.50	
01-213-07-740-001	Highlands Grant			1,349.00	
01-260-05-100	Due to Claims			0.00	132,031.85
01-291-55-000-002	Due to State of NJ - Marriage Licenses			475.00	

TOTALS FOR	Current fund	111,866.47	0.00	20,165.38	132,031.85
=====					
04-215-55-042-000	VARIOUS STREET IMPROVEMENTS (004-2022)			677.25	
04-260-05-100	Due to Claims			0.00	677.25

TOTALS FOR	Capital	0.00	0.00	677.25	677.25
=====					
05-201-55-502-020	OPERATING OE	893.35			
05-260-05-100	Due to Claims			0.00	893.35

TOTALS FOR	Sewer	893.35	0.00	0.00	893.35
=====					
12-205-55-000-000	Due to State			22.20	
12-260-05-100	Due to Claims			0.00	697.20
12-286-56-000-001	Reserve - Dog Trust			675.00	

TOTALS FOR	Animal Trust	0.00	0.00	697.20	697.20
=====					
14-260-05-100	Due to Claims			0.00	513.75
14-286-56-000-001	Reserve - Affordable Housing			513.75	

TOTALS FOR	Affordable Housing	0.00	0.00	513.75	513.75
=====					
18-260-05-100	Due to Claims			0.00	284.00
18-280-56-000	Reserve For Developers Deposits			284.00	

TOTALS FOR	Developers Escrow Fund Fulton Bank	0.00	0.00	284.00	284.00
=====					
24-260-05-100	Due to Claims			0.00	8,124.26
24-280-56-000	Reserve for Developers Escrow Deposits			7,129.51	
24-280-56-144	Veolia Water NJ (8 Mountain Ave) - 9778			168.75	
24-280-56-175	North Shore Water Assoc. - #9707758682			631.50	
24-280-56-209	Byram Waterloo, LLC - #3667221100			194.50	

TOTALS FOR	Developers Escrow - VNB	0.00	0.00	8,124.26	8,124.26
=====					

Total to be paid from Fund 01 Current fund	132,031.85
Total to be paid from Fund 04 Capital	677.25
Total to be paid from Fund 05 Sewer	893.35
Total to be paid from Fund 12 Animal Trust	697.20

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

Total to be paid from Fund 14 Affordable Housing		513.75			
Total to be paid from Fund 18 Developers Escrow Fund Fulton Bank		284.00			
Total to be paid from Fund 24 Developers Escrow - VNB		8,124.26			

		143,221.66			

Checks Previously Disbursed

9101524	BYRAM TWP PAYROLL ACCT	10/15/2024 PAYROLL	183,246.45	10/10/2024

			183,246.45	

Totals by fund	Previous Checks/Voids	Current Payments	Total

Fund 01 Current fund	183,246.45	132,031.85	315,278.30
Fund 04 Capital		677.25	677.25
Fund 05 Sewer		893.35	893.35
Fund 12 Animal Trust		697.20	697.20
Fund 14 Affordable Housing		513.75	513.75
Fund 18 Developers Escrow Fund Fulton Bank		284.00	284.00
Fund 24 Developers Escrow - VNB		8,124.26	8,124.26

BILLS LIST TOTALS	183,246.45	143,221.66	326,468.11
			=====

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

Meeting Date: 10/15/2024 For bills from 09/28/2024 to 10/11/2024

Account	P0 #	Vendor	Description	Payment	Account Total
Current fund					
DEPARTMENT 000					
		29264 LAKE MOHAWK PRESERVATION FOUNDATION	1st Quarter 2024	1,618.60	
		29457 CASTELLANOS, ALEXANDER M.	3rd Quarter 2024	4,405.68	
		29264 LAKE MOHAWK PRESERVATION FOUNDATION	2nd Quarter 2024	1,618.60	
01-205-55-000-000		<i>Tax Overpayments</i>	TOTAL FOR ACCOUNT		7,642.88
		29527 TREASURER, STATE OF NJ	3RD QUARTER 2024 MARRIAGE LICENSE FEES	475.00	
01-291-55-000-002		<i>Due to State of NJ - Marriage Licenses</i>	TOTAL FOR ACCOUNT		475.00
TOTAL for DEPARTMENT 000					8,117.88
DEPARTMENT 100					
		29435 WB MASON CO., INC.	ITEM #WBM22201BE - CIRCUS COLORS COLORED	14.07	
		29435 WB MASON CO., INC.	ITEM #UNV12113 - UNIVERSAL TOP TAB FILE	28.70	
		29435 WB MASON CO., INC.	ITEM #WB MPC1001S - FLAGSHIP PAPER CLIPS,	79.90	
		29435 WB MASON CO., INC.	ITEM #UNV15113 - UNIVERSAL TOP TAB FILE	36.75	
		29435 WB MASON CO., INC.	ITEM #W AU49581 - NEENAH PAPER EXACT INDE	17.29	
		29435 WB MASON CO., INC.	ITEM #BPTSLF1013WH - WB MASON CO. SHIP-L	58.20	
01-201-20-100-200		<i>Office Supplies</i>	TOTAL FOR ACCOUNT		234.91
		29519 GANNETT NEW YORK/NEW JERSEY LOCALIQ	09/19/24 - NOTICE OF INTENT TO AWARD UND	24.55	
		29519 GANNETT NEW YORK/NEW JERSEY LOCALIQ	09/08/24 - NOTICE OF ADOPTION - ORDINANC	23.93	
		29519 GANNETT NEW YORK/NEW JERSEY LOCALIQ	09/22/24 - NOTICE OF INTRODUCTION - ORDI	22.69	
		29519 GANNETT NEW YORK/NEW JERSEY LOCALIQ	09/22/24 - NOTICE OF ADOPTION - ORDINANC	21.76	
		29519 GANNETT NEW YORK/NEW JERSEY LOCALIQ	09/08/24 - NOTICE OF INTRODUCTION - ORDI	22.69	
		29519 GANNETT NEW YORK/NEW JERSEY LOCALIQ	09/22/24 - NOTICE OF INTRODUCTION - ORDI	23.93	
		29519 GANNETT NEW YORK/NEW JERSEY LOCALIQ	09/22/24 - NOTICE OF ADOPTION - ORDINANC	21.45	
01-201-20-100-208		<i>Advertising</i>	TOTAL FOR ACCOUNT		161.00
		28112 OPTIMUM	OCTOBER 2024 EQUIPMENT CHARGES - PD - CA	5.00	
01-201-20-100-216		<i>Computer Services</i>	TOTAL FOR ACCOUNT		5.00
		29449 VERIZON WIRELESS	Administration - iPad - Acct #282179761-	38.01	
		29449 VERIZON WIRELESS	Community Relations - iPad - Acct #28217	38.01	
01-201-20-100-250		<i>Cell Phone -Administration</i>	TOTAL FOR ACCOUNT		76.02
		29508 VALLEY PHYSICIAN SERVICES, PC	NON DOT URINE DRUG SCREEN; UDS PRE EMPLO	74.00	
01-201-20-100-272		<i>Miscellaneous</i>	TOTAL FOR ACCOUNT		74.00
TOTAL for DEPARTMENT 100					550.93
DEPARTMENT 130					
		28586 KONICA MINOLTA PREMIER FINANCE	OCTOBER 2024 COPY MACHINE LEASE	111.70	
01-201-20-130-209		<i>Copy Machine</i>	TOTAL FOR ACCOUNT		111.70
TOTAL for DEPARTMENT 130					111.70

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

Meeting Date: 10/15/2024 For bills from 09/28/2024 to 10/11/2024

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 145					
		28931 GANNETT NEW YORK/NEW JERSEY LOCALIQ	Tax Sale Ad Display - 09/18/2024	33.75	
		29377 ROK INDUSTRIES, INC.	2024 BYRAM TWP MUNI TAX LIENS ADVERTISED	345.00	
		28931 GANNETT NEW YORK/NEW JERSEY LOCALIQ	Tax Sale Ad Display - 09/25/2024	33.75	
01-201-20-145-208	Advertising		TOTAL FOR ACCOUNT		412.50
TOTAL for DEPARTMENT 145					412.50
DEPARTMENT 155					
		29503 ERIC M. BERNSTEIN & ASSOCIATES, LLC	TELEPHONE CONFERENCES W/NICK CUTRONE RE:	210.00	
		29503 ERIC M. BERNSTEIN & ASSOCIATES, LLC	RECEIVE & REVIEW OF RETURNED CERTIFIED M	87.50	
		29521 LADDEY, CLARK & RYAN, LLP	REVIEW OF EMAIL & RESEARCH SPECIAL CHARG	105.00	
		29521 LADDEY, CLARK & RYAN, LLP	REVIEW MULTIPLE VIDEOS & REDACT VIDEOS F	252.00	
		29521 LADDEY, CLARK & RYAN, LLP	DRAFT VAUGHN INDEX & SEND OPRA RESPONSE	42.00	
		29522 LADDEY, CLARK & RYAN, LLP	CONFERENCE RE: REJECTION OF SETTLEMENT &	105.00	
		29522 LADDEY, CLARK & RYAN, LLP	TELEPHONE CONFERENCE W/ATTORNEY CASSERTA	168.00	
		29522 LADDEY, CLARK & RYAN, LLP	DOCUMENT REPRODUCTION EXPENSE, POSTAGE,	10.92	
		29304 LADDEY, CLARK & RYAN, LLP	REVIEW & EMAIL RE: HAMBRIGHT OPRA	63.00	
		29304 LADDEY, CLARK & RYAN, LLP	REVIEW EMAILS & REDACT FOR SOSA OPRA REQ	84.00	
		29304 LADDEY, CLARK & RYAN, LLP	EMAILS & REVIEW RE: HAMBRIGHT REQUEST	42.00	
		29304 LADDEY, CLARK & RYAN, LLP	EMAILS RE: SOSA OPRA REQUEST, DISC & RED	63.00	
		29304 LADDEY, CLARK & RYAN, LLP	EMAILS RE: EXTENSION	42.00	
		29395 VOGEL, CHAIT, COLLINS AND SCHNEIDER	EMAILS REGARDING STATUS, ETC. DISCUSSION	52.50	
		29304 LADDEY, CLARK & RYAN, LLP	REVIEW OF OPRA REQUESTS RE: HAMBRIGHT &	147.00	
		29305 LADDEY, CLARK & RYAN, LLP	TELEPHONE CONFERENCE W/CHIEF; REVIEW & A	105.00	
		29305 LADDEY, CLARK & RYAN, LLP	DOCUMENT REPRODUCTION EXPENSE, POSTAGE,	146.16	
		29305 LADDEY, CLARK & RYAN, LLP	FURTHER REVIEW & PREPARATION FOR DISCIPL	798.00	
		29305 LADDEY, CLARK & RYAN, LLP	PREPARE FOR DISCIPLINARY HEARING - FURTH	1,533.00	
		29305 LADDEY, CLARK & RYAN, LLP	CONTINUE PREPARATION FOR DISCIPLINARY HE	483.00	
		29305 LADDEY, CLARK & RYAN, LLP	PREPARE DETAILED SETTLEMENT & RELEASE AG	735.00	
01-201-20-155-808	Legal Retainer		TOTAL FOR ACCOUNT		5,274.08
TOTAL for DEPARTMENT 155					5,274.08
DEPARTMENT 165					
		28242 HAROLD E. PELLOW & ASSOCIATES,	AUGUST 2024 SERVICES - MUNICIPAL ENGINEE	688.00	
		29421 HAROLD E. PELLOW & ASSOCIATES,	PREPARE GRANT APPLICATION	290.00	
		29421 HAROLD E. PELLOW & ASSOCIATES,	DRAFT PLAN	309.00	
		29421 HAROLD E. PELLOW & ASSOCIATES,	TOPOGRAPHIC SURVEY - 3 MAN CREW, 7 HOURS	1,330.00	
		29421 HAROLD E. PELLOW & ASSOCIATES,	PLOT DETAIL	463.50	
		29421 HAROLD E. PELLOW & ASSOCIATES,	PREPARE CONSTRUCTION PLAN	142.00	
		29421 HAROLD E. PELLOW & ASSOCIATES,	PROJECT MANAGEMENT	142.00	
01-201-20-165-020	ENGINEERING		TOTAL FOR ACCOUNT		3,364.50
TOTAL for DEPARTMENT 165					3,364.50

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

Meeting Date: 10/15/2024 For bills from 09/28/2024 to 10/11/2024

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 170					
01-201-20-170-220	29479	AVIAN WILDLIFE CENTER	11/03/2024 - RAPTOR PROGRAM	200.00	
		Operating Maintenance	TOTAL FOR ACCOUNT		200.00
					=====
TOTAL for DEPARTMENT 170					200.00
DEPARTMENT 180					
01-201-21-180-208	29519	GANNETT NEW YORK/NEW JERSEY LOCALIQ	09/25/24 - LUB 09/19/2024 MEETING CANCEL	23.93	
		Advertising	TOTAL FOR ACCOUNT		23.93
01-201-21-180-215	29493	MARAZITI FALCON, LLP	AUGUST 2024 PLANNING BOARD ATTORNEY SERV	1,260.00	
	29493	MARAZITI FALCON, LLP	WESTLAW - COMPUTER RESEARCH CONDUCTED BY	131.73	
		Legal Services	TOTAL FOR ACCOUNT		1,391.73
01-201-21-180-224	29394	VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF EMAIL REGARDING DONATIONS TO H	87.50	
	29394	VOGEL, CHAIT, COLLINS AND SCHNEIDER	DISCUSSION REGARDING STATUS. FURTHER REV	87.50	
	29394	VOGEL, CHAIT, COLLINS AND SCHNEIDER	DRAFTING OF EMAIL TO TOM MOLICA REGARDIN	43.75	
	29394	VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVISIONS TO FORM OF DONATION CONTRACT.	175.00	
		Affordable Housing	TOTAL FOR ACCOUNT		393.75
					=====
TOTAL for DEPARTMENT 180					1,809.41
DEPARTMENT 185					
01-201-21-185-272	29449	VERIZON WIRELESS	Zoning - iPad - Acct #282179761-0002	38.01	
		Miscellaneous	TOTAL FOR ACCOUNT		38.01
					=====
TOTAL for DEPARTMENT 185					38.01
DEPARTMENT 240					
01-201-25-240-209	28585	KONICA MINOLTA PREMIER FINANCE	06/29/24-09/28/24 PD COPY MACHINE CLICKS	245.37	
	28585	KONICA MINOLTA PREMIER FINANCE	OCTOBER 2024 COPY MACHINE LEASE	130.19	
		Copy Machine	TOTAL FOR ACCOUNT		375.56
01-201-25-240-211	29376	SERVPRO OF SW MORRIS COUNTY	BIO REMEDIATION: DEEP CLEAN OF INTERIOR	1,150.00	
		Service/Maintenance	TOTAL FOR ACCOUNT		1,150.00
01-201-25-240-250	29517	VERIZON WIRELESS	Detective Phone - Acct #282179761-00001	82.66	
		Cell Phone - Police	TOTAL FOR ACCOUNT		82.66
01-201-25-240-256	28233	LOWE'S BUSINESS ACCOUNT	KING KOMBO 2.0 6FT FG L	189.05	
		Investigation Expense	TOTAL FOR ACCOUNT		189.05
01-201-25-240-271	28230	J. HARRIS ACADEMY OF POLICE TRAINING, LLC	09/23-09/26/2024 - DEVELOPING FIRST-LINE	595.00	
		Police & Fire Training	TOTAL FOR ACCOUNT		595.00

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

Meeting Date: 10/15/2024 For bills from 09/28/2024 to 10/11/2024

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 240					
TOTAL for DEPARTMENT 240					=====
					2,392.27
DEPARTMENT 250					
01-201-25-250-020	29455	VERIZON WIRELESS	FIRE DEPT IPADS - ACCT #742195349-00001	114.03	
		POLICE RADIO & COMM & 911	TOTAL FOR ACCOUNT		114.03
TOTAL for DEPARTMENT 250					=====
					114.03
DEPARTMENT 290					
01-201-26-290-248	28233	LOWE'S BUSINESS ACCOUNT	KOBALT 3/8IN X 25FT DRA	18.98	
	28120	NAPA AUTO PARTS	FANCLUTCH PULLEY TOOL	16.75	
	28233	LOWE'S BUSINESS ACCOUNT	DW 1R 1/4IN - 1/4IN SKT	4.73	
	28233	LOWE'S BUSINESS ACCOUNT	DW 1R 1/4IN - 1/2IN SKT	4.73	
	28233	LOWE'S BUSINESS ACCOUNT	DW 1R 1/4IN -3/8IN SKT	4.73	
		Minor Equip	TOTAL FOR ACCOUNT		49.92
01-201-26-290-250	29454	VERIZON WIRELESS	DPW IPAD - ACCT #642119479-00001	38.01	
	29449	VERIZON WIRELESS	DPW - Assistant Supervisor Acct #2821797	50.89	
		Cell Phone - DPW	TOTAL FOR ACCOUNT		88.90
01-201-26-290-251	29292	MORTON SALT, INC.	09/27/24 - ROCK SALT DELIVERY 51.28 TONS	3,702.41	
	29292	MORTON SALT, INC.	10/04/24 - ROCK SALT DELIVERY 139.90 TON	10,100.78	
		Salt	TOTAL FOR ACCOUNT		13,803.19
01-201-26-290-269	29508	VALLEY PHYSICIAN SERVICES, PC	BREATH ALCOHOL TEST	55.00	
	29508	VALLEY PHYSICIAN SERVICES, PC	DOT URINE DRUG SCREEN	76.00	
		Medical Svcs	TOTAL FOR ACCOUNT		131.00
01-201-26-290-461	28233	LOWE'S BUSINESS ACCOUNT	4FTX6FT US NYLN REPLACE	75.96	
	29451	GRASS ROOTS TURF PRODUCTS, INC.	Item #2396104 - PennMulch Seed Accelerat	271.50	
		Park Maintenance	TOTAL FOR ACCOUNT		347.46
01-201-26-290-491	28481	UNITED SITE SERVICES	SEPTEMBER 2024 ADA ACCESSIBLE RESTROOM @	95.63	
	28481	UNITED SITE SERVICES	SEPTEMBER 2024 ADA ACCESSIBLE RESTROOM @	95.63	
	28481	UNITED SITE SERVICES	SEPTEMBER 2024 STANDARD RESTROOM @ TAMAR	65.63	
	28481	UNITED SITE SERVICES	SEPTEMBER 2024 STANDARD RESTROOM @ NEIL	65.63	
	28481	UNITED SITE SERVICES	SEPTEMBER 2024 ADA ACCESSIBLE RESTROOM @	95.63	
	28481	UNITED SITE SERVICES	SEPTEMBER 2024 ADA ACCESSIBLE RESTROOM @	95.63	
	28481	UNITED SITE SERVICES	SEPTEMBER 2024 ADA ACCESSIBLE RESTROOM @	95.63	
	28481	UNITED SITE SERVICES	SEPTEMBER 2024 ADA ACCESSIBLE RESTROOM @	191.26	
	28481	UNITED SITE SERVICES	SEPTEMBER 2024 STANDARD RESTROOM @ CO JO	393.78	
		Park Operating	TOTAL FOR ACCOUNT		1,194.45
TOTAL for DEPARTMENT 290					=====
					15,614.92

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

Meeting Date: 10/15/2024 For bills from 09/28/2024 to 10/11/2024

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 292					
		29423 GABRIELLI TRUCK SALES	Part #5264568CUM - Gasket	3.94	
		29423 GABRIELLI TRUCK SALES	Part #3928624CUM - Seal, O Ring	9.30	
		29423 GABRIELLI TRUCK SALES	Part #5346741CUM - Turbo Oil	56.46	
		28120 NAPA AUTO PARTS	BEAM WIPER	17.62	
01-201-26-292-260		Fire Department	TOTAL FOR ACCOUNT		87.32
		28233 LOWE'S BUSINESS ACCOUNT	1/2 IN ID BRAIDED TUBING	34.16	
		28120 NAPA AUTO PARTS	BOXED CAPS	10.35	
		28233 LOWE'S BUSINESS ACCOUNT	RBR GRMTS 1 1/8X23/32 CT	8.68	
		28233 LOWE'S BUSINESS ACCOUNT	1/2IN PEXA PLS SWVL ADPTR	8.53	
		28233 LOWE'S BUSINESS ACCOUNT	1/2IN PEXA PLS SWVL ELBOW	10.43	
		28233 LOWE'S BUSINESS ACCOUNT	5/16X2-3/4 WIRE LCKPIN	16.28	
		28233 LOWE'S BUSINESS ACCOUNT	3/8-IN BARB X 1/2IN MIP	6.24	
		28233 LOWE'S BUSINESS ACCOUNT	3/8-IN ID BRAIDED TUBING	22.78	
		28233 LOWE'S BUSINESS ACCOUNT	3/8-IN ID BRAIDED TUBING	13.28	
		28233 LOWE'S BUSINESS ACCOUNT	ASOTV ALIEN TAPE	18.98	
		28121 NETCONG HARDWARE CO., INC.	NUTS & WASHER	1.87	
		28121 NETCONG HARDWARE CO., INC.	4X6NYL REPL FLAG	71.98	
		28233 LOWE'S BUSINESS ACCOUNT	#8 HOSE CLAMP 10 PACK	13.19	
		29298 THE ULTIMATE ALPHABET, LLC	Truck Letting as per Proof	228.00	
		28121 NETCONG HARDWARE CO., INC.	NUTS & WASHER	3.13	
		28121 NETCONG HARDWARE CO., INC.	5X8 TOUGH TEX US FLAG	66.99	
		28233 LOWE'S BUSINESS ACCOUNT	RBR GRMTS 1 1/8X23/32 CT	10.85	
		28121 NETCONG HARDWARE CO., INC.	HEX HEAD BOLTS	5.90	
01-201-26-292-270		DPW Fleet	TOTAL FOR ACCOUNT		551.62
		28120 NAPA AUTO PARTS	OIL DRAIN PLUG	5.39	
		28120 NAPA AUTO PARTS	NAPA GOLD AIR FILTER	15.56	
01-201-26-292-280		Police Dept. Fleet	TOTAL FOR ACCOUNT		20.95
		28233 LOWE'S BUSINESS ACCOUNT	PS 2.5 QT MEASURE CONTAIN	5.66	
		28120 NAPA AUTO PARTS	NAPA LIGHT BULB 9008	160.46	
		28120 NAPA AUTO PARTS	BRAKLEEN	40.68	
		28233 LOWE'S BUSINESS ACCOUNT	3M SANDING FIBERGLASS VRE	26.58	
		28233 LOWE'S BUSINESS ACCOUNT	PROJECT SOURCE 2IN BRUSH	15.12	
		28120 NAPA AUTO PARTS	SURF/CONDITIONING DSC	17.88	
		28120 NAPA AUTO PARTS	BEAM WIPER	87.90	
		28121 NETCONG HARDWARE CO., INC.	WATCH BATTERY - ECR2032BP	14.36	
		28120 NAPA AUTO PARTS	SURF/CONDITIONING DSC	16.39	
01-201-26-292-290		SR Van Fleet	TOTAL FOR ACCOUNT		385.03
TOTAL for DEPARTMENT 292					=====
					1,044.92

DEPARTMENT 295

		29382 HERTRICH FLEET SERVICES, INC.	ITEM #B58 - FLOOR MATS, COLOR-KEYED CARP	72.80	
		29382 HERTRICH FLEET SERVICES, INC.	ITEM #B30 - FLOOR COVERING, COLOR-KEYED	177.45	
		29382 HERTRICH FLEET SERVICES, INC.	2024 CHEVROLET TAHOE 4WD	48,714.00	
		29382 HERTRICH FLEET SERVICES, INC.	ITEM #AMF - REMOTE KEYLESS ENTRY PACKAGE	68.25	
		29382 HERTRICH FLEET SERVICES, INC.	ITEM #PQA - 1FL SAFETY PACKAGE	359.45	
		29382 HERTRICH FLEET SERVICES, INC.	ITEM #V76 - RECOVERY HOOKS	45.50	
		29382 HERTRICH FLEET SERVICES, INC.	ITEM #6C7 - LIGHTING, RED & WHITE FRONT	154.70	
		29382 HERTRICH FLEET SERVICES, INC.	ITEM #6J3 - WIRING, GRILLE LAMPS & SIREN	83.72	
		29382 HERTRICH FLEET SERVICES, INC.	ITEM #6J4 - WIRING, HORN & SIREN CIRCUIT	50.05	
01-201-26-295-020		VEHICLE EXPENSES	TOTAL FOR ACCOUNT		49,725.92

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

Meeting Date: 10/15/2024 For bills from 09/28/2024 to 10/11/2024

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 295					
TOTAL for DEPARTMENT 295					=====
					49,725.92
DEPARTMENT 310					
		28233 LOWE'S BUSINESS ACCOUNT	PROJECT SOURCE 2-IN CHIP	4.23	
		28357 AURORA ELECTRICAL SUPPLY CO., LLC	DP 50A GFI	210.60	
		28233 LOWE'S BUSINESS ACCOUNT	RO PRO 1GAL SAFETY YELLO	94.96	
		28233 LOWE'S BUSINESS ACCOUNT	116 FLOZ KRY RST TGH CLR	-46.53	
		28233 LOWE'S BUSINESS ACCOUNT	116 FLOZ KRY RST TGH CLR	46.53	
		28121 NETCONG HARDWARE CO., INC.	3/8X3 TOILET CLEAN TOOL	9.89	
		28357 AURORA ELECTRICAL SUPPLY CO., LLC	ANGLE PLUG 30A/50A WELD/STY	23.45	
		28233 LOWE'S BUSINESS ACCOUNT	PROJECT SOURCE 3-IN CHIP	5.37	
		28233 LOWE'S BUSINESS ACCOUNT	116 FLOZ KRY RST TGH CLR	46.53	
		29397 TESTA SECURITY SYSTEMS	October 2024 - September 2025 Electronic	300.00	
		28233 LOWE'S BUSINESS ACCOUNT	PROJECT SOURCE MINI ROLLE	3.20	
		28142 DELSEA TERMITE & PEST CONTROL	10/03/24 - MONTHLY PEST CONTROL - LEE HI	32.00	
		28520 FOREST LAKES WATER CO	3RD QUARTER 2024 WATER SERVICE	125.00	
		28121 NETCONG HARDWARE CO., INC.	PT2X 120Z GLS WHT PAINT	7.29	
		28121 NETCONG HARDWARE CO., INC.	HD PLUNGER BLU	8.99	
		28121 NETCONG HARDWARE CO., INC.	1/2 GAL DRAIN CLEANER	22.99	
		28233 LOWE'S BUSINESS ACCOUNT	PS CORE 1PACK SLIT FOAM	11.36	
01-201-26-310-220		Operating Maintenance	TOTAL FOR ACCOUNT		905.86
TOTAL for DEPARTMENT 310					=====
					905.86
DEPARTMENT 335					
01-201-26-335-020		29525 LOEFFEL'S WASTE OIL SERVICE, LLC	Used Antifreeze Removal 55 Gal	150.00	
		RECYCLING OE	TOTAL FOR ACCOUNT		150.00
		28588 SCMUA	09/24/24 - GARBAGE TIPPING FEES	6,053.84	
		28588 SCMUA	10/01/24 - GARBAGE TIPPING FEES	5,911.36	
01-201-26-335-030		GARBAGE CONTRACT	TOTAL FOR ACCOUNT		11,965.20
TOTAL for DEPARTMENT 335					=====
					12,115.20
DEPARTMENT 375					
01-201-28-375-251		29449 VERIZON WIRELESS	Senior Van Driver - Acct #282179761-0000	23.25	
		Cell Phone - Senior Van	TOTAL FOR ACCOUNT		23.25
TOTAL for DEPARTMENT 375					=====
					23.25

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

Meeting Date: 10/15/2024 For bills from 09/28/2024 to 10/11/2024

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 430					
	29452	JCP&L	RESCUE SQUAD	56.40	
	29452	JCP&L	STREET LIGHTING - FLASHING LIGHT	4.65	
	29523	JCP&L	STREET LIGHTING - FLASHING LIGHT	4.65	
	29523	JCP&L	RESCUE SQUAD	57.89	
01-201-31-430-619		Rescue Squad	TOTAL FOR ACCOUNT		123.59
	29523	JCP&L	ANIMAL SHELTER	89.78	
	29452	JCP&L	ANIMAL SHELTER	89.37	
01-201-31-430-658		Animal Control Utilities	TOTAL FOR ACCOUNT		179.15
	29465	JCP&L	NEIL GYLING - ACCT #100030508426	132.48	
	29452	JCP&L	ROSEVILLE ROAD	536.67	
	29523	JCP&L	ROSEVILLE ROAD	582.54	
01-201-31-430-661		P & R Utilities	TOTAL FOR ACCOUNT		1,251.69
	29452	JCP&L	SCHOOL MUSEUM	5.03	
	29452	JCP&L	MUNICIPAL COMPLEX	1,313.40	
01-201-31-430-663		Publ Bldgs/Grounds Utilities	TOTAL FOR ACCOUNT		1,318.43
	29452	JCP&L	DPW GARAGE	609.40	
01-201-31-430-670		DPW Utilities	TOTAL FOR ACCOUNT		609.40
					=====
TOTAL for DEPARTMENT 430					3,482.26
DEPARTMENT 435					
	29452	JCP&L	STREET LIGHTING - RTE 206 & WATERLOO RD	77.90	
	29452	JCP&L	STREET LIGHTING - ASCOT MANOR	33.34	
	29523	JCP&L	STREET LIGHTING - ACORN ST	67.40	
	29523	JCP&L	STREET LIGHTING - FOREST LAKES	20.31	
	29523	JCP&L	STREET LIGHTING - ASCOT MANOR	32.60	
	29452	JCP&L	STREET LIGHTING - FOREST LAKES	20.34	
	29452	JCP&L	STREET LIGHTING - ACORN ST	64.83	
01-201-31-435-020		STREET LIGHTING	TOTAL FOR ACCOUNT		316.72
					=====
TOTAL for DEPARTMENT 435					316.72
DEPARTMENT 440					
	28640	XTEL COMMUNICATIONS	OCTOBER 2024 LONG DISTANCE CHARGES	437.48	
01-201-31-440-601		A&E Utilities	TOTAL FOR ACCOUNT		437.48
					=====
TOTAL for DEPARTMENT 440					437.48

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

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Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 446					
01-201-31-446-675	29526	ELIZABETHTOWN GAS	34 LEE HILL RD - ACCT #5628595432	39.05	
		Fire Dept Utilities			
			TOTAL FOR ACCOUNT		39.05
					=====
TOTAL for DEPARTMENT 446					39.05
DEPARTMENT 455					
01-201-31-455-020	28895	BYRAM TWP SEWER OPERATING UTIL	4th Qtr 2024 Sewer Charges for Municipal	1,460.42	
		MUNICIPAL SEWER CHARGES			
			TOTAL FOR ACCOUNT		1,460.42
					=====
TOTAL for DEPARTMENT 455					1,460.42
DEPARTMENT 460					
01-201-31-460-670	28637	ALLIED OIL, LLC	09/27/24 - GASOLINE DELIVERY - 2,499.80	5,521.06	
	28638	CREATIVE MANAGEMENT, INC.	09/26/24 - DIESEL DELIVERY - 466.30 GALL	1,102.24	
	28638	CREATIVE MANAGEMENT, INC.	09/27/24 - DIESEL DELIVERY - 2,334.00 GA	5,464.59	
			TOTAL FOR ACCOUNT		12,087.89
					=====
TOTAL for DEPARTMENT 460					12,087.89
DEPARTMENT 465					
01-201-32-465-000	28588	SCMUA	09/24/24 - RECYCLING TAX	174.63	
	28588	SCMUA	10/01/24 - RECYCLING TAX	170.52	
		RECYCLING TAX APPROP.			
			TOTAL FOR ACCOUNT		345.15
					=====
TOTAL for DEPARTMENT 465					345.15
DEPARTMENT 740					
01-213-07-740-001	25703	PRINCETON HYDRO, LLC	AUGUST 2024 LAKE MANAGEMENT PLANNING SER	3,999.38	
		Highlands Grant			
			TOTAL FOR ACCOUNT		3,999.38
01-213-07-740-001004	28226	HAROLD E. PELLOW & ASSOCIATES,	AUGUST 2024 SERVICES - TASK #9 - MUNICIP	142.00	
	28226	HAROLD E. PELLOW & ASSOCIATES,	AUGUST 2024 SERVICES - TASK #6 & #7 - ST	1,207.00	
		Stormwater Management Planning (14)			
			TOTAL FOR ACCOUNT		1,349.00
					=====
TOTAL for DEPARTMENT 740					5,348.38

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Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 776					
01-213-21-776-030	27734	FRENCH & PARRELLO ASSOCIATES, PA	SEPTEMBER 2024 ENGINEERING SERVICES FOR	1,092.50	
	27734	FRENCH & PARRELLO ASSOCIATES, PA	SEPTEMBER 2024 ENGINEERING SERVICES FOR	460.85	
	2021	- American Rescue Plan	TOTAL FOR ACCOUNT		1,553.35
01-214-24-776-004	28130	SCMUA	09/30/24 - BRUSH DISPOSAL	59.40	
	28130	SCMUA	09/25/24 - LEAF DISPOSAL	41.40	
	28130	SCMUA	09/25/24 - BRUSH DISPOSAL	58.95	
01-214-24-776-004	2024	- Clean Communities	TOTAL FOR ACCOUNT		159.75
01-214-24-776-031	29422	HAROLD E. PELLOW & ASSOCIATES,	JULY 2024 - PLOT DETAIL	255.63	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JULY 2024 - TYPE MISCELLANEOUS	36.00	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JULY 2024 - TYPE SPECIFICATIONS	90.00	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JULY 2024 - REPRODUCING PRINTS	29.00	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JULY 2024 - PREP/E-MAIL NOTICE TO BIDDER	36.00	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JULY 2024 - REPRODUCING PRINTS	64.13	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JUNE 2024 - PREPARE CONSTRUCTION PLAN	284.00	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JUNE 2024 - PREPARE SPECIFICATIONS	319.50	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JUNE 2024 - TYPE SPECIFICATIONS	36.00	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JUNE 2024 - PLOT DETAIL	102.25	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JUNE 2024 - TOPOGRAPHIC SURVEY - 3 MAN C	1,330.00	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JULY 2024 - EARTHWORK CALCULATION	255.63	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JULY 2024 - PREPARE SPECIFICATIONS	206.00	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JULY 2024 - PREPARE SPECIFICATIONS	426.00	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JULY 2024 - DRAFT PLAN	1,055.75	
	29422	HAROLD E. PELLOW & ASSOCIATES,	JULY 2024 - DRAFT PLAN	460.13	
	2024	- Local Recreation Improvement Grant	TOTAL FOR ACCOUNT		4,986.02
TOTAL for DEPARTMENT 776					6,699.12
Capital					
DEPARTMENT 042					
04-215-55-042-000	29495	HAROLD E. PELLOW & ASSOCIATES,	QUANTITY CALCULATIONS	171.00	
	29495	HAROLD E. PELLOW & ASSOCIATES,	QUANTITY CALCULATIONS	303.75	
	29495	HAROLD E. PELLOW & ASSOCIATES,	ESTIMATE CERTIFICATE/VOUCHER	202.50	
04-215-55-042-000	VARIOUS STREET IMPROVEMENTS (004-2022)		TOTAL FOR ACCOUNT		677.25
TOTAL for DEPARTMENT 042					677.25
Sewer					
DEPARTMENT 502					
05-201-55-502-220	28233	LOWE'S BUSINESS ACCOUNT	DW USB A TO LING BRAIDEDC	24.68	
	28233	LOWE'S BUSINESS ACCOUNT	KT LIGHT PENLIGHT W. LASER	18.98	
	28233	LOWE'S BUSINESS ACCOUNT	HM 1CT 1/2IN X 3-1/2 IN 2	2.12	
	28233	LOWE'S BUSINESS ACCOUNT	HM 1CT 1/2IN 13 HEX LOC	0.50	
	28233	LOWE'S BUSINESS ACCOUNT	ENERGIZER MAX AAA 24CT	19.93	
	28233	LOWE'S BUSINESS ACCOUNT	ENERGIZER MAX AA 24CT	19.93	
	28310	ONE CALL CONCEPTS, INC.	SEPTEMBER 2024 CALL BEFORE U DIG SERVICE	5.72	
	Maintenance		TOTAL FOR ACCOUNT		91.86

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Sewer					
DEPARTMENT 502					
	29461	JCP&L	SEWER STATION - ACCT #100000072452	35.45	
	29462	JCP&L	SEWER STATION - ACCT #100000100212	296.80	
	29463	JCP&L	SEWER STATION - ACCT #100000101160	373.81	
	29464	JCP&L	SEWER STATION - ACCT #100000072254	95.43	
05-201-55-502-687		Electricity	TOTAL FOR ACCOUNT		801.49
TOTAL for DEPARTMENT 502				=====	893.35
Animal Trust					
DEPARTMENT 000					
	29518	NJ STATE DEPT OF HEALTH	3 Year - Licenses	7.20	
	29518	NJ STATE DEPT OF HEALTH	1 Year - Licenses	15.00	
12-205-55-000-000		Due to State	TOTAL FOR ACCOUNT		22.20
	29350	FRA TECHNOLOGIES, INC.	12/01/2024-11/30/2025 MACS Service Contr	675.00	
12-286-56-000-001		Reserve - Dog Trust	TOTAL FOR ACCOUNT		675.00
TOTAL for DEPARTMENT 000				=====	697.20
Affordable Housing					
DEPARTMENT 000					
	29413	BYRAM 206 DEVELOPERS, LLC	REFUND OF COAH OVERPAYMENT - 77 ROUTE 20	513.75	
14-286-56-000-001		Reserve - Affordable Housing	TOTAL FOR ACCOUNT		513.75
TOTAL for DEPARTMENT 000				=====	513.75
Developers Escrow Fund Fulton Bank					
DEPARTMENT 069					
	29466	HAROLD E. PELLOW & ASSOCIATES,	PREPARE FOR MEETING	213.00	
	29466	HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 07/17/2024	71.00	
18-280-56-069		Tomahawk Lake, Inc. - #1101206130	TOTAL FOR ACCOUNT		284.00
TOTAL for DEPARTMENT 069				=====	284.00

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Account	P0 #	Vendor	Description	Payment	Account Total
Developers Escrow - VNB					
DEPARTMENT 001					
		29492 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	656.25	
		29489 HAROLD E. PELLOW & ASSOCIATES,	PREPRARE REPORTS/MEMOS	426.00	
		29489 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	431.25	
		29489 HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 08/28/2024	71.00	
		29488 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	71.00	
		29487 HAROLD E. PELLOW & ASSOCIATES,	TYPE MISCELLANEOUS	85.51	
24-280-56-001		Elizabethtown Gas Co. - #9707753709	TOTAL FOR ACCOUNT		1,741.01
					=====
TOTAL for DEPARTMENT 001					1,741.01
DEPARTMENT 005					
		29498 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. PHILLIPS & C. STONER	87.50	
		29498 MARAZITI FALCON, LLP	REVIEW COMMUNICATIONS & PLANS FOR WOSP A	35.00	
		29498 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. STONER REGARDING WHT	17.50	
24-280-56-005		10 Route 206, LLC - #9707750177	TOTAL FOR ACCOUNT		140.00
					=====
TOTAL for DEPARTMENT 005					140.00
DEPARTMENT 048					
		29514 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	506.25	
24-280-56-048		Paramount Carter Venture, LLC - #9707755047	TOTAL FOR ACCOUNT		506.25
					=====
TOTAL for DEPARTMENT 048					506.25
DEPARTMENT 055					
		29513 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	56.25	
24-280-56-055		Raimo of Stanhope, Inc - #9707755749	TOTAL FOR ACCOUNT		56.25
					=====
TOTAL for DEPARTMENT 055					56.25
DEPARTMENT 078					
		29436 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	112.50	
		29441 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	37.50	
		29439 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	71.00	
		29437 HAROLD E. PELLOW & ASSOCIATES,	PREPARE REPORTS/MEMOS	142.00	
		29438 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. STONER REGARDING HEI	52.50	
		29438 MARAZITI FALCON, LLP	REVIEW C. STONER REPORT ON MOUNTAINSIDE	17.50	
		29438 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. STONER & P. GLEITZ R	17.50	

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DEPARTMENT 078					
24-280-56-078	29437	HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	56.25	
		<i>Landscapes By Lou, LLC - #9707758364</i>	TOTAL FOR ACCOUNT		506.75
TOTAL for DEPARTMENT 078					=====
					506.75
DEPARTMENT 091					
24-280-56-091	29515	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	142.00	
		<i>Eric/Jennifer Schuffenhaur - #5869291600</i>	TOTAL FOR ACCOUNT		142.00
TOTAL for DEPARTMENT 091					=====
					142.00
DEPARTMENT 132					
24-280-56-132	29494	MARAZITI FALCON, LLP	RECEIPT & REVIEW OF ENGINEERING MEMORAND	35.00	
	29494	MARAZITI FALCON, LLP	REVIEW SUBMITTED PLANS FOR HIGHLAND AVEN	35.00	
	29477	HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 06/20/2024	71.00	
	29477	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	290.00	
	29477	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	142.00	
TOTAL FOR ACCOUNT					573.00
TOTAL for DEPARTMENT 132					=====
					573.00
DEPARTMENT 135					
24-280-56-135	29475	HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 06/06/2024	142.00	
		<i>Gary Niec - #9707750003</i>	TOTAL FOR ACCOUNT		142.00
TOTAL for DEPARTMENT 135					=====
					142.00
DEPARTMENT 141					
24-280-56-141	29496	MARAZITI FALCON, LLP	COMMUNICATIONS W/C. PHILLIPS REGARDING T	17.50	
		<i>Diane Carkhuff - #9707752551</i>	TOTAL FOR ACCOUNT		17.50
TOTAL for DEPARTMENT 141					=====
					17.50

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Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 144					
		29497 MARAZITI FALCON, LLP	DRAFT RESOLUTION FOR VEOLIA WATER NJ	175.00	
		29516 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	168.75	
		29497 MARAZITI FALCON, LLP	DRAFT RESOLUTION FOR VEOLIA WATER NJ	210.00	
		29497 MARAZITI FALCON, LLP	DRAFT RESOLUTION FOR VEOLIA WATER NJ	262.50	
		29497 MARAZITI FALCON, LLP	DRAFT RESOLUTION FOR VEOLIA WATER NJ	262.50	
24-280-56-144		Veolia Water NJ (8 Mountain Ave) - 9778	TOTAL FOR ACCOUNT		1,078.75
		29512 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	168.75	
24-280-56-144-001		Veolia Water NJ (Trout Brook Rd) - 9778	TOTAL FOR ACCOUNT		168.75
TOTAL for DEPARTMENT 144					1,247.50
DEPARTMENT 155					
		29474 HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 06/20/2024	35.50	
24-280-56-155		Edward Baumgarten - #3724968100	TOTAL FOR ACCOUNT		35.50
TOTAL for DEPARTMENT 155					35.50
DEPARTMENT 175					
		29500 MARAZITI FALCON, LLP	DRAFT RESOLUTION FOR NORTH SHORE WATER A	175.00	
		29500 MARAZITI FALCON, LLP	ATTEND HEARING & REVIEW EXHIBITS	87.50	
		29491 HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 08/15/2024	106.50	
		29500 MARAZITI FALCON, LLP	REVIEW PLANS & REPORT	87.50	
		29500 MARAZITI FALCON, LLP	PREPARATION FOR PUBLIC HEARING FOR NORTH	105.00	
		29500 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. PHILLIPS REGARDING R	70.00	
24-280-56-175-002		North Shore Water Association - Planning Bd	TOTAL FOR ACCOUNT		631.50
TOTAL for DEPARTMENT 175					631.50
DEPARTMENT 182					
		29490 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	187.50	
24-280-56-182		NJ Natural Gas Company - #9707751680	TOTAL FOR ACCOUNT		187.50
TOTAL for DEPARTMENT 182					187.50
DEPARTMENT 209					
		29473 HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 06/06/2024	142.00	
		29499 MARAZITI FALCON, LLP	REVIEW RESOLUTION COMPLIANCE REPORT FROM	35.00	
		29499 MARAZITI FALCON, LLP	REVIEW COMMUNICATION FROM S. POLHAMUS, E	17.50	

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DEPARTMENT 209					
24-280-56-209-001		Byram Waterloo, LLC - Planning Board	TOTAL FOR ACCOUNT		194.50
					=====
TOTAL for DEPARTMENT 209					194.50
DEPARTMENT 219					
24-280-56-219		29467 HAROLD E. PELLOW & ASSOCIATES, Kathy Jay Dobrich - #2414159300	APPLICATION & PLAN REVIEW TOTAL FOR ACCOUNT	58.00	58.00
					=====
TOTAL for DEPARTMENT 219					58.00
DEPARTMENT 221					
24-280-56-221		29478 HAROLD E. PELLOW & ASSOCIATES, Tom Chamberlin - #1756160401	ATTENDANCE AT MEETING TOTAL FOR ACCOUNT	142.00	142.00
					=====
TOTAL for DEPARTMENT 221					142.00
DEPARTMENT 222					
24-280-56-222		29484 HAROLD E. PELLOW & ASSOCIATES, Charles Cirella - #2177568000	ATTENDANCE AT MEETING - 07/17/2024 TOTAL FOR ACCOUNT	71.00	71.00
					=====
TOTAL for DEPARTMENT 222					71.00
DEPARTMENT 228					
24-280-56-228		29483 HAROLD E. PELLOW & ASSOCIATES, Scully Properties, LLC - #4445377902	ATTENDANCE AT MEETING - 08/01/2024 TOTAL FOR ACCOUNT	142.00	142.00
					=====
TOTAL for DEPARTMENT 228					142.00
DEPARTMENT 230					
24-280-56-230		29509 MARAZITI FALCON, LLP 29476 HAROLD E. PELLOW & ASSOCIATES, 29476 HAROLD E. PELLOW & ASSOCIATES, 29482 HAROLD E. PELLOW & ASSOCIATES, Cartridge Actuated Devices, Inc. - #7113	REVISIONS TO CAD RESOLUTION PER COMMENTS PREPARE REPORTS/MEMOS ATTENDANCE AT MEETING - 06/06/2024 ATTENDANCE AT MEETING - 07/17/2024 TOTAL FOR ACCOUNT	35.00 69.00 69.00 71.00	244.00

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

Meeting Date: 10/15/2024 For bills from 09/28/2024 to 10/11/2024

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 230					
TOTAL for DEPARTMENT 230					=====244.00
DEPARTMENT 232					
	29481	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	71.00	
	29510	MARAZITI FALCON, LLP	DRAFT RESOLUTION FOR DOMINACH APPLICATIO	175.00	
	29510	MARAZITI FALCON, LLP	COMMUNICATIONS W/C.PHILLIPS REGARDING TH	35.00	
	29481	HAROLD E. PELLOW & ASSOCIATES,	ATTENDANCE AT MEETING - 08/01/2024	71.00	
	29510	MARAZITI FALCON, LLP	08/01/2024 - ATTENDANCE AT PUBLIC HEARIN	105.00	
	29510	MARAZITI FALCON, LLP	COMMUNICATIONS W/C.STONER REGARDING TEST	17.50	
24-280-56-232		Valley View House, LLC - #6573335569	TOTAL FOR ACCOUNT		474.50
TOTAL for DEPARTMENT 232					=====474.50
DEPARTMENT 235					
	29480	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	493.00	
	29480	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	35.50	
24-280-56-235		Shawn Steffins - #764435304	TOTAL FOR ACCOUNT		528.50
TOTAL for DEPARTMENT 235					=====528.50
DEPARTMENT 237					
	29450	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	203.00	
24-280-56-237		Grey Rock Hardscapes, LLC - #3231701802	TOTAL FOR ACCOUNT		203.00
TOTAL for DEPARTMENT 237					=====203.00
DEPARTMENT 238					
	29511	MARAZITI FALCON, LLP	COMMUNICATIONS W/C. PHILLIPS REGARDING 0	52.50	
	29511	MARAZITI FALCON, LLP	COMMUNICATIONS W/C. PHILLIPS REGARDING 0	87.50	
24-280-56-238		Robert Larusso - #4022900903	TOTAL FOR ACCOUNT		140.00
TOTAL for DEPARTMENT 238					=====140.00

**ORDINANCE FOR ADOPTION OF THE FLOODPLAIN MANAGEMENT
REGULATIONS
OF THE
TOWNSHIP OF BYRAM, SUSSEX COUNTY**

ORDINANCE NO. 017-2024

**AN ORDINANCE BY THE MAYOR AND COUNCIL AMENDING THE
TOWNSHIP OF BYRAM CODE OF ORDINANCES TO REPEAL CHAPTER 136
– FLOOD DAMAGE PREVENTION; TO ADOPT A NEW CHAPTER 136 –
FLOOD DAMAGE PREVENTION; TO ADOPT FLOOD HAZARD MAPS; TO
DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND PROVIDING FOR
SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the Legislature of the State of New Jersey has, in N.J.S.A. 40:48 et seq and N.J.S.A. 40:55D et seq., conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Township of Byram, and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the Township of Byram was accepted for participation in the National Flood Insurance Program on January 5, 1984 and the Mayor and Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59, 60, 65 and 70 necessary for such participation; and

WHEREAS, the Township of Byram is required, pursuant to N.J.A.C. 5:23 et seq., to administer and enforce the State building codes, and such building codes contain certain provisions that apply to the design and construction of buildings and structures in flood hazard areas; and

WHEREAS, the Township of Byram is required, pursuant to N.J.S.A. 40:49-5, to enforce zoning codes that secure safety from floods and contain certain provisions that apply to the development of lands; and

WHEREAS, the Township of Byram is required, pursuant to N.J.S.A.58:16A-57, within 12 months after the delineation of any flood hazard area, to adopt rules and regulations concerning the development and use of land in the flood fringe area which at least conform to the standards promulgated by the New Jersey Department of Environmental Protection (NJDEP).

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Township of Byram that the following floodplain management regulations are hereby adopted.

SECTION 1. RECITALS

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2: These regulations specifically repeal and replace the following ordinance(s) and regulation(s): Chapter 136 – Flood Damage Prevention adopted by the Township Committee (now Township Council) of the Township of Byram 12-7-1983; amended in its entirety 6-21-2011 by Ord. No. 8-2011.

136-1 SCOPE AND ADMINISTRATION

136-1.1 Title. These regulations, in combination with the flood provisions of the Uniform Construction Code (UCC) N.J.A.C. 5:23 (hereinafter “Uniform Construction Code,” consisting of the Building Code, Residential Code, Rehabilitation Subcode, and related codes, and the New Jersey Flood Hazard Area Control Act (hereinafter “FHACA”), N.J.A.C. 7:13, shall be known as the *Floodplain Management Regulations* of the Township of Byram (hereinafter “these regulations”).

136-1.2 Scope. These regulations, in combination with the flood provisions of the Uniform Construction Code and FHACA shall apply to all proposed development in flood hazard areas established in Section 136-2.

136-1.3 Purposes and objectives. The purposes and objectives of these regulations are to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific flood hazard areas through the establishment of comprehensive regulations for management of flood hazard areas, designed to:

- (1) Protect human life and health.
- (2) Prevent unnecessary disruption of commerce, access, and public service during times of flooding.
- (3) Manage the alteration of natural floodplains, stream channels and shorelines;
- (4) Manage filling, grading, dredging and other development which may increase flood damage or erosion potential.
- (5) Prevent or regulate the construction of flood barriers which will divert floodwater or increase flood hazards.
- (6) Contribute to improved construction techniques in the floodplain.
- (7) Minimize damage to public and private facilities and utilities.
- (8) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.
- (9) Minimize the need for rescue and relief efforts associated with flooding.
- (10) Ensure that property owners, occupants, and potential owners are aware of property located in flood hazard areas.

- (11) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- (12) Meet the requirements of the National Flood Insurance Program for community participation set forth in Title 44 Code of Federal Regulations, Section 59.22.

136-1.4 Coordination with Building Codes. Pursuant to the requirement established in N.J.A.C. 5:23, the Uniform Construction Code, that the Township of Byram administer and enforce the State building codes, the Mayor and Council of the Township of Byram does hereby acknowledge that the Uniform Construction Code contains certain provisions that apply to the design and construction of buildings and structures in flood hazard areas. Therefore, these regulations are intended to be administered and enforced in conjunction with the Uniform Construction Code.

136-1.5 Ordinary Building Maintenance and Minor Work. Improvements defined as ordinary building maintenance and minor work projects by the Uniform Construction Code including non-structural replacement-in-kind of windows, doors, cabinets, plumbing fixtures, decks, walls, partitions, new flooring materials, roofing, etc. shall be evaluated by the Floodplain Administrator through the floodplain development permit to ensure compliance with the Substantial Damage and Substantial Improvement Section 136-3.13.

136-1.6 Warning. The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. Enforcement does not imply that land outside the special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage.

136-1.7 Other laws. The provisions of these regulations shall not be deemed to nullify any provisions of local, State, or Federal law.

136-1.8 Violations and Penalties for Noncompliance. No structure or land shall hereafter be constructed, re-located to, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation under N.J.S.A. 40:49-5. Any person who violates this ordinance or fails to comply with any of its requirements shall be subject to one (1) or more of the following: a fine of not more than \$1250, imprisonment for a term not exceeding ninety (90) days or a period of community service not exceeding 90 days.

Each day in which a violation of an ordinance exists shall be considered to be a separate and distinct violation subject to the imposition of a separate penalty for each day of the violation as the Court may determine except that the owner will be afforded the opportunity to cure or abate the condition during a 30 day period and shall be afforded the opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30 day period, a fine greater than \$1250 may be imposed if the court has not determined otherwise, or if

upon reinspection of the property, it is determined that the abatement has not been substantially completed.

Any person who is convicted of violating an ordinance within one year of the date of a previous violation of the same ordinance and who was fined for the previous violation, shall be sentenced by a court to an additional fine as a repeat offender. The additional fine imposed by the court upon a person for a repeated offense shall not be less than the minimum or exceed the maximum fine fixed for a violation of the ordinance, but shall be calculated separately from the fine imposed for the violation of the ordinance.

136-1.8.1 Solid Waste Disposal in a Flood Hazard Area. Any person who has unlawfully disposed of solid waste in a floodway or floodplain who fails to comply with this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$2500 or up to a maximum penalty by a fine not exceeding \$10,000 under N.J.S.A. 40:49-5.

136-1.9 Abrogation and greater restrictions. These regulations supersede any ordinance in effect in flood hazard areas. However, these regulations are not intended to repeal or abrogate any existing ordinances including land development regulations, subdivision regulations, zoning ordinances, stormwater management regulations, or building codes. In the event of a conflict between these regulations and any other ordinance, code, or regulation, the more restrictive shall govern.

136-2 APPLICABILITY

136-2.1 General. These regulations, in conjunction with the Uniform Construction Code, provide minimum requirements for development located in flood hazard areas, including the subdivision of land and other developments; site improvements and installation of utilities; placement and replacement of manufactured homes; placement of recreational vehicles; new construction and alterations, repair, reconstruction, rehabilitation or additions of existing buildings and structures; substantial improvement of existing buildings and structures, including repair of substantial damage; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; and certain building work exempt from permit under the Uniform Construction Code; and other buildings and development activities.

136-2.2 Establishment of Flood Hazard Areas. The Township of Byram was accepted for participation in the National Flood Insurance Program on January 5, 1984.

The National Flood Insurance Program (NFIP) floodplain management regulations encourage that all Federal, State, and Local regulations that are more stringent than the minimum NFIP standards take precedence in permitting decisions. The FHACA requires that the effective Flood Insurance Rate Map, most recent preliminary FEMA mapping and flood studies, and Department delineations be compared to determine the most restrictive mapping. The FHACA also regulates unstudied flood hazard areas in watersheds measuring 50 acres or greater in size and most riparian zones in New Jersey. Because of these higher standards, the regulated flood hazard area in New Jersey may be more expansive and more restrictive than the FEMA Special Flood Hazard Area. Maps and studies

that establish flood hazard areas are on file at office of the Township Construction Official located at 10 Mansfield Drive, Stanhope, NJ 07874.

The following sources identify flood hazard areas in this jurisdiction and must be considered when determining the Best Available Flood Hazard Data Area:

- 1) **Effective Flood Insurance Study.** Special Flood Hazard Areas (SFHAs) identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "Flood Insurance Study, Sussex County, New Jersey (All Jurisdictions)" dated September 29, 2011 and the accompanying Flood Insurance Rate Maps (FIRM) identified in Table 136-2.2(1) whose top level document (appendix map) effective date is September 29, 2011 are hereby adopted by reference.

Table 136-2.2(1)

Map Panel #	Effective Date	Suffix	Map Panel #	Effective Date	Suffix
34037C0315	09/29/11	E	34037C0403	09/29/11	E
34037C0318	09/29/11	E	34037C0404	09/29/11	E
34037C0319	09/29/11	E	34037C0406	09/29/11	E
34037C0383	09/29/11	E	34037C0408	09/29/11	E
34037C0384	09/29/11	E	34037C0410	09/29/11	E
34037C0391	09/29/11	E	34037C0411	09/29/11	E
34037C0392	09/29/11	E	34037C0412	09/29/11	E
34037C0401	09/29/11	E	34037C0416	09/29/11	E
34037C0402	09/29/11	E			

- 2) **Federal Best Available Information.** The Township of Byram shall utilize Federal flood information as listed in the table below that provides more detailed hazard information, higher flood elevations, larger flood hazard areas, and results in more restrictive regulations. This information may include but is not limited to preliminary flood elevation guidance from FEMA (such as Advisory Flood Hazard Area Maps, Work Maps or Preliminary FIS and FIRM). Additional Federal Best Available studies issued after the date of this ordinance must also be considered. These studies are listed on FEMA's Map Service Center. This information shall be used for floodplain regulation purposes only.

Table 136-2.2(2)

Map Panel #	Preliminary Date	Map Panel #	Preliminary Date
None as of the Date of this Ordinance.			

- 3) **Other Best Available Data.** The Township of Byram shall utilize high water elevations from flood events, groundwater flooding areas, studies by federal or state agencies, or other information deemed appropriate by the Township of Byram. Other “best available information” may not be used which results in less restrictive flood elevations, design standards, or smaller flood hazard areas than the sources described in Section 136-2.2 (1) and (2), above. This information shall be used for floodplain regulation purposes only.
- 4) **State Regulated Flood Hazard Areas.** For State regulated waters, the NJ Department of Environmental Protection (NJDEP) identifies the flood hazard area as the land, and the space above that land, which lies below the “Flood Hazard Area Control Act Design Flood Elevation”, as defined in Section 136-9, and as described in the New Jersey Flood Hazard Area Control Act at N.J.A.C. 7:13. A FHACA flood hazard area exists along every regulated water that has a drainage area of 50 acres or greater. Such area may extend beyond the boundaries of the Special Flood Hazard Areas (SFHAs) as identified by FEMA. The following is a list of New Jersey State studied waters in this community under the FHACA, and their respective map identification numbers.

Table 136-2.2(3) List of State Studied Waters

Name of Studied Water	File Name	Map Number
Lubbers Run	FFMR0010	L-1
Lubbers Run	FFMR0011	L-2
Lubbers Run	FFMR0012	L-3
Lubbers Run	FFMR0013	L-4
Lubbers Run	FFMR0014	L-5
Musconetcong Rv	FFMR0059	MU-22
Musconetcong Rv	FFMR0060	MU-23
Musconetcong Rv	FFMR0061	MU-24
Musconetcong Rv	FFMR0063	MU-26
Musconetcong Rv	FFMR0064	MU-27
Wills Bk	FFMR0099	WS-1

136-2.3 Establishing the Local Design Flood Elevation (LDFE).

The Local Design Flood Elevation (LDFE) is established in the flood hazard areas determined in Section 136-2.2, above, using the best available flood hazard data sources, and the Flood Hazard Area Control Act minimum Statewide elevation requirements for lowest floors in Zone A, ASCE 24 requirements for critical facilities as specified by the building code, plus additional freeboard as specified by this ordinance.

At a minimum, the Local Design Flood Elevation shall be as follows:

- 1) For a delineated watercourse, the elevation associated with the Best Available Flood Hazard Data Area determined in Section 136-2.2, above plus one foot or as described by N.J.A.C. 7:13 of freeboard; or
- 2) For any undelineated watercourse (where mapping or studies described in 136-2.2 (1) and (2) above are not available) that has a contributory drainage area of 50 acres or more, the applicants must provide one of the following to determine the Local Design Flood Elevation:
 - a. A copy of an unexpired NJDEP Flood Hazard Area Verification plus one foot of freeboard and any additional freeboard as required by ASCE 24; or
 - b. A determination of the Flood Hazard Area Design Flood Elevation using Method 5 or Method 6 (as described in N.J.A.C. 7:13) plus one foot of freeboard and any additional freeboard as required by ASCE 24. Any determination using these methods must be sealed and submitted according to Section 136-5.2-3.
- 3) AO Zones – For Zone AO areas on the municipality’s FIRM (or on preliminary flood elevation guidance from FEMA), the Local Design Flood Elevation is determined from the FIRM panel as the highest adjacent grade plus the depth number specified plus one foot of freeboard. If no depth number is specified, the Local Design Flood Elevation is three (3) feet above the highest adjacent grade.
- 4) Class IV Critical Facilities - For any proposed development of new and substantially improved Flood Design Class IV Critical Facilities, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 2 feet of freeboard in accordance with ASCE 24.

136-3 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

136-3.1 Floodplain Administrator Designation. The Township Engineer is designated the Floodplain Administrator. The Floodplain Administrator shall have the authority to delegate performance of certain duties to other employees.

136-3.2 General. The Floodplain Administrator is authorized and directed to administer the provisions of these regulations. The Floodplain Administrator shall have the authority to render

interpretations of these regulations consistent with the intent and purpose of these regulations and to establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be consistent with the intent and purpose of these regulations and the flood provisions of the building code and shall not have the effect of waiving specific requirements without the granting of a variance pursuant to Section 136-7.

136-3.3 Coordination. The Floodplain Administrator shall coordinate with the Construction Official to administer and enforce the flood provisions of the Uniform Construction Code.

136-3.4 Duties. The duties of the Floodplain Administrator shall include but are not limited to:

- (1) Review all permit applications to determine whether proposed development is located in flood hazard areas established in Section 136-2.
- (2) Require development in flood hazard areas to be reasonably safe from flooding and to be designed and constructed with methods, practices and materials that minimize flood damage.
- (3) Interpret flood hazard area boundaries and provide available flood elevation and flood hazard information.
- (4) Determine whether additional flood hazard data shall be obtained or developed.
- (5) Review required certifications and documentation specified by these regulations and the building code to determine that such certifications and documentations are complete.
- (6) Establish, in coordination with the Construction Official, written procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 136-3.13.
- (7) Coordinate with the Construction Official and others to identify and investigate damaged buildings located in flood hazard areas and inform owners of the requirement to obtain permits for repairs.
- (8) Review requests submitted to the Construction Official seeking approval to modify the strict application of the flood load and flood resistant construction requirements of the Uniform Construction code to determine whether such requests require consideration as a variance pursuant to Section 136-7.
- (9) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.
- (10) Require applicants who propose alteration of a watercourse to notify adjacent jurisdictions and the NJDEP Bureau of Flood Engineering, and to submit copies of such notifications to the Federal Emergency Management Agency (FEMA).
- (11) Inspect development in accordance with Section 136-6 and inspect flood hazard

areas to determine if development is undertaken without issuance of permits.

- (12) Prepare comments and recommendations for consideration when applicants seek variances in accordance with Section 136-7.
- (13) Cite violations in accordance with Section 136-8.
- (14) Notify the Federal Emergency Management Agency when the corporate boundaries of Township of Byram have been modified.
- (15) Permit Ordinary Maintenance and Minor Work in the regulated areas discussed in Section 136-2.2.

136-3.5 Use of changed technical data. The Floodplain Administrator and the applicant shall not use changed flood hazard area boundaries or base flood elevations for proposed buildings or developments unless the Floodplain Administrator or applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) revision and has received the approval of the Federal Emergency Management Agency. A revision of the effective FIRM does not remove the related feature(s) on a flood hazard area delineation that has been promulgated by the NJDEP. A separate application must be made to the State pursuant to N.J.A.C. 7:13 for revision of a flood hazard design flood elevation, flood hazard area limit, floodway limit, and/or other related feature.

136-3.6 Other permits. It shall be the responsibility of the Floodplain Administrator to assure that approval of a proposed development shall not be given until proof that necessary permits have been granted by Federal or State agencies having jurisdiction over such development, including section 404 of the Clean Water Act. In the event of conflicting permit requirements, the Floodplain Administrator must ensure that the most restrictive floodplain management standards are reflected in permit approvals.

136-3.7 Determination of Local Design Flood Elevations. If design flood elevations are not specified, the Floodplain Administrator is authorized to require the applicant to:

- (1) Obtain, review, and reasonably utilize data available from a Federal, State, or other source, or
- (2) Determine the design flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques. Such analyses shall be performed and sealed by a licensed professional engineer. Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator. The accuracy of data submitted for such determination shall be the responsibility of the applicant.

It shall be the responsibility of the Floodplain Administrator to verify that the applicant's proposed Best Available Flood Hazard Data Area and the Local Design Flood Elevation in any development permit accurately applies the best available flood hazard data and methodologies for determining flood hazard areas and design elevations described in 136-2.2 and 136-2.3 respectively. This information shall be provided to the Construction Official and documented according to

136-3.8 Requirement to submit new technical data. Base Flood Elevations may increase or decrease resulting from natural changes (e.g. erosion, accretion, channel migration, subsidence, uplift) or man-made physical changes (e.g. dredging, filling, excavation) affecting flooding conditions. As soon as practicable, but not later than six months after the date of a man-made change or when information about a natural change becomes available, the Floodplain Administrator shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Title 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

136-3.9 Activities in riverine flood hazard areas. In riverine flood hazard areas where design flood elevations are specified but floodways have not been designated, the Floodplain Administrator shall not permit any new construction, substantial improvement or other development, including the placement of fill, unless the applicant submits an engineering analysis prepared by a licensed professional engineer that demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachment, will not increase the design flood elevation more than 0.2 feet at any point within the community.

136-3.10 Floodway encroachment. Prior to issuing a permit for any floodway encroachment, including fill, new construction, substantial improvements and other development or land-disturbing-activity, the Floodplain Administrator shall require submission of a certification prepared by a licensed professional engineer, along with supporting technical data, that demonstrates that such development will not cause any increase in the base flood level.

136-3.10.1 Floodway revisions. A floodway encroachment that increases the level of the base flood is authorized if the applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) and has received the approval of FEMA.

136-3.11 Watercourse alteration. Prior to issuing a permit for any alteration or relocation of any watercourse, the Floodplain Administrator shall require the applicant to provide notification of the proposal to the appropriate authorities of all adjacent government jurisdictions, as well as the NJDEP Bureau of Flood Engineering and the Division of Land Resource Protection. A copy of the notification shall be maintained in the permit records and submitted to FEMA.

136-3.11.1 Engineering analysis. The Floodplain Administrator shall require submission of an engineering analysis prepared by a licensed professional engineer, demonstrating that the flood-carrying capacity of the altered or relocated portion of the watercourse will be maintained, neither increased nor decreased. Such watercourses shall be maintained in a manner that preserves the channel's flood-carrying capacity.

136-3.12 Development in riparian zones All development in Riparian Zones as described in N.J.A.C. 7:13 is prohibited by this ordinance unless the applicant has received an individual or general permit or has complied with the requirements of a permit by rule or permit by certification from NJDEP Division of Land Resource Protection prior to application for a floodplain development permit and the project is compliant with all other Floodplain Development provisions of this ordinance. The width of the riparian zone can range between 50 and 300 feet and is determined by the attributes of the waterbody and designated in the New Jersey Surface Water Quality Standards N.J.A.C. 7:9B. The portion of the riparian zone located outside of a regulated water is measured landward from the top of bank. Applicants can request a verification of the riparian zone limits or a permit applicability determination to determine State permit requirements under N.J.A.C. 7:13 from the NJDEP Division of Land Resource Protection.

136-3.13 Substantial improvement and substantial damage determinations. When buildings and structures are damaged due to any cause including but not limited to man-made, structural, electrical, mechanical, or natural hazard events, or are determined to be unsafe as described in N.J.A.C. 5:23; and for applications for building permits to improve buildings and structures, including alterations, movement, repair, additions, rehabilitations, renovations, ordinary maintenance and minor work, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Construction Official, shall:

- (1) Estimate the market value, or require the applicant to obtain a professional appraisal prepared by a qualified independent appraiser, of the market value of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
- (2) Determine and include the costs of all ordinary maintenance and minor work, as discussed in Section 136-1.5, performed in the floodplain regulated by this ordinance in addition to the costs of those improvements regulated by the Construction Official in substantial damage and substantial improvement calculations.
- (3) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, where applicable, to the market value of the building or structure.
- (4) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage
- (5) Notify the applicant in writing when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant when it is determined that work does not constitute substantial improvement or repair of substantial damage. The Floodplain Administrator shall also provide all letters documenting substantial damage and compliance with flood resistant construction requirements of the building code to the NJDEP Bureau of Flood Engineering.

136-3.14 Department records. In addition to the requirements of the building code and these regulations, and regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of these regulations and the flood provisions of the Uniform Construction Code, including Flood Insurance Studies, Flood Insurance Rate Maps; documents from FEMA that amend or revise FIRMs; NJDEP delineations, records of issuance of permits and denial of permits; records of ordinary maintenance and minor work, determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required certifications and documentation specified by the Uniform Construction Code and these regulations including as-built Elevation Certificates; notifications to adjacent communities, FEMA, and the State related to alterations of watercourses; assurance that the flood carrying capacity of altered waterways will be maintained; documentation related to variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to these regulations and the flood resistant provisions of the Uniform Construction Code. The Floodplain Administrator shall also record the required elevation, determination method, and base flood elevation source used to determine the Local Design Flood Elevation in the floodplain development permit.

136-3.15 Liability. The Floodplain Administrator and any employee charged with the enforcement of these regulations, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by these regulations or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of these regulations shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Floodplain Administrator and any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these regulations.

136-4 PERMITS

136-4.1 Permits Required. Any person, owner or authorized agent who intends to conduct any development in a flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

136-4.2 Application for permit. The applicant shall file an application in writing on a form furnished by the Floodplain Administrator. Such application shall:

- (1) Identify and describe the development to be covered by the permit.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.

- (4) Be accompanied by a site plan and construction documents as specified in Section 136-5, grading and filling plans and other information deemed appropriate by the Floodplain Administrator.
- (5) State the valuation of the proposed work, including the valuation of ordinary maintenance and minor work.
- (6) Be signed by the applicant or the applicant's authorized agent.

136-4.3 Validity of permit. The issuance of a permit under these regulations or the Uniform Construction Code shall not be construed to be a permit for, or approval of, any violation of this appendix or any other ordinance of the jurisdiction. The issuance of a permit based on submitted documents and information shall not prevent the Floodplain Administrator from requiring the correction of errors. The Floodplain Administrator is authorized to prevent occupancy or use of a structure or site which is in violation of these regulations or other ordinances of this jurisdiction.

136-4.4 Expiration. A permit shall become invalid when the proposed development is not commenced within 180 days after its issuance, or when the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions shall be requested in writing and justifiable cause demonstrated. The Floodplain Administrator is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each.

136-4.5 Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a permit issued under these regulations wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or code of this jurisdiction.

136-5 SITE PLANS AND CONSTRUCTION DOCUMENTS

136-5.1 Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of these regulations shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations when necessary for review of the proposed development. For buildings that are located in more than one flood hazard area, the elevation and provisions associated with the most restrictive flood hazard area shall apply.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 136-5.2.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 136-5.2(3).
- (4) Location of the proposed activity and proposed structures, and locations of

existing buildings and structures

- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose. The applicant shall provide an engineering certification confirming that the proposal meets the flood storage displacement limitations of N.J.A.C. 7:13.
- (7) Extent of any proposed alteration of sand dunes.
- (8) Existing and proposed alignment of any proposed alteration of a watercourse.
- (9) Floodproofing certifications, V Zone and Breakaway Wall Certifications, Operations and Maintenance Plans, Warning and Evacuation Plans and other documentation required pursuant to FEMA publications.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by these regulations but that are not required to be prepared by a registered design professional when it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance.

136-5.2 Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the effective or preliminary FIRM and base flood elevation data have not been provided, the applicant shall consult with the Floodplain Administrator to determine whether to:

- (1) Use the Approximation Method (Method 5) described in N.J.A.C. 7:13 in conjunction with Appendix 1 of the FHACA to determine the required flood elevation.
- (2) Obtain, review, and reasonably utilize data available from a Federal, State or other source when those data are deemed acceptable to the Floodplain Administrator to reasonably reflect flooding conditions.
- (3) Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques according to Method 6 as described in N.J.A.C. 7:13. Such analyses shall be performed and sealed by a licensed professional engineer.

Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator prior to floodplain development permit issuance. The accuracy of data submitted for such determination shall be the responsibility of the applicant. Where the data are to be used to support a Letter of Map Change (LOMC) from FEMA, the applicant shall be responsible for satisfying the submittal requirements and pay the processing fees.

136-5.3 Analyses and certifications by a Licensed Professional Engineer. As applicable to the location and nature of the proposed development activity, and in addition to the requirements

of this section, the applicant shall have the following analyses signed and sealed by a licensed professional engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 136-5.4 and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the FIS or FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments will not increase the base flood elevation more than 0.2 feet at any point within the jurisdiction. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained, neither increasing nor decreasing the channel's flood-carrying capacity. The applicant shall submit the analysis to FEMA as specified in Section 136-5.4. The applicant shall notify the chief executive officer of all affected adjacent jurisdictions, the NJDEP's Bureau of Flood Engineering and the Division of Land Resource Protection; and shall provide documentation of such notifications.
- (4) For analyses performed using Methods 5 and 6 (as described in N.J.A.C. 7:13) in flood hazard zones without base flood elevations (approximate A zones).

136-5.4 Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change (LOMC) from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

136-6 INSPECTIONS

136-6.1 General. Development for which a permit is required shall be subject to inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

136-6.2 Inspections of development. The Floodplain Administrator shall inspect all development in flood hazard areas authorized by issuance of permits under these regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to determine if development is undertaken without issuance of a permit.

136-6.3 Buildings and structures. The Construction Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit in accordance with the Uniform Construction Code, N.J.A.C. 5:23.

- 1) **Lowest floor elevation.** Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in Section 136-15.2 shall be submitted to the Construction Official on an Elevation Certificate.
- 2) **Installation of attendant utilities** (electrical, heating, ventilating, air-conditioning, and other service equipment) and sanitary facilities elevated as discussed in Section 136-15.2.
- 3) **Final inspection.** Prior to the final inspection, certification of the elevation required in Section 136-15.2 shall be submitted to the Construction Official on an Elevation Certificate.

136-6.4 Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of these regulations and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted on an Elevation Certificate to the Floodplain Administrator prior to the final inspection.

136-7 VARIANCES

136-7.1 General. The Township Planning Board shall hear and decide requests for variances. The Township Planning Board shall base its determination on technical justifications submitted by applicants, the considerations for issuance in Section 136-7.5, the conditions of issuance set forth in Section 136-7.6, and the comments and recommendations of the Floodplain Administrator and, as applicable, the Construction Official. The Township Planning Board has the right to attach such conditions to variances as it deems necessary to further the purposes and objectives of these regulations.

136-7.2 Historic structures. A variance to the substantial improvement requirements of this ordinance is authorized provided that the repair or rehabilitation of a historic structure is completed according to N.J.A.C. 5:23-6.33, Section 1612 of the International Building Code and R322 of the International Residential Code, the repair or rehabilitation will not preclude the structure's continued designation as a historic structure, the structure meets the definition of the historic structure as described by this ordinance, and the variance is the minimum necessary to preserve the historic character and design of the structure.

136-7.3 Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use provided the variance is the minimum necessary to allow the construction or substantial improvement, and that all due consideration has been given to use of methods and materials that minimize flood damage during the base flood and create no additional threats to public safety.

136-7.4 Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway when any increase in flood levels would result during the base flood discharge, as evidenced by the applicable analysis and certification required in Section 136-5.3(1).

136-7.5 Considerations. In reviewing requests for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage.
- (2) The danger to life and property due to flooding or erosion damage.
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.
- (4) The importance of the services provided by the proposed development to the community.
- (5) The availability of alternate locations for the proposed development that are not subject to flooding or erosion and the necessity of a waterfront location, where applicable.
- (6) The compatibility of the proposed development with existing and anticipated development.
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.
- (8) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwater and the effects of wave action, where applicable, expected at the site.
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

136-7.6 Conditions for issuance. Variances shall only be issued upon:

- (1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site limit compliance with any provision of these regulations or renders the elevation standards of the building code inappropriate.
- (2) A determination that failure to grant the variance would result in exceptional

hardship due to the physical characteristics of the land that render the lot undevelopable.

- (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- (4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Notification to the applicant in writing over the signature of the Floodplain Administrator that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and that such construction below the base flood level increases risks to life and property.

136-8 VIOLATIONS

136-8.1 Violations. Any development in any flood hazard area that is being performed without an issued permit or that is in conflict with an issued permit shall be deemed a violation. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by the building code is presumed to be a violation until such time as that documentation is provided.

136-8.2 Authority. The Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of property involved, to the owner's agent, or to the person or persons doing the work for development that is not within the scope of the Uniform Construction Code, but is regulated by these regulations and that is determined to be a violation.

136-8.3 Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by N.J.S.A. 40:49-5 as appropriate.

136-8.4 Review Period to Correct Violations. A 30-day period shall be given to the property owner as an opportunity to cure or abate the condition. The property owner shall also be afforded an opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30-day period, a fine greater than \$1,250.00 may be imposed if a court has not determined otherwise or, upon reinspection of the property, it is determined that the abatement has not been substantially completed.

136-9 DEFINITIONS

136-9.1 General. The following words and terms shall, for the purposes of these regulations, have the meanings shown herein. Other terms are defined in the Uniform Construction

Code N.J.A.C. 5:23 and terms are defined where used in the International Residential Code and International Building Code (rather than in the definitions section). Where terms are not defined, such terms shall have ordinarily accepted meanings such as the context implies.

136-9.2 Definitions

30 DAY PERIOD – The period of time prescribed by N.J.S.A. 40:49-5 in which a property owner is afforded the opportunity to correct zoning and solid waste disposal after a notice of violation pertaining to this ordinance has been issued.

100 YEAR FLOOD ELEVATION – Elevation of flooding having a 1% annual chance of being equaled or exceeded in a given year which is also referred to as the Base Flood Elevation.

500 YEAR FLOOD ELEVATION – Elevation of flooding having a 0.2% annual chance of being equaled or exceeded in a given year.

A ZONES – Areas of ‘Special Flood Hazard in which the elevation of the surface water resulting from a flood that has a 1% annual chance of equaling or exceeding the Base Flood Elevation (BFE) in any given year shown on the Flood Insurance Rate Map (FIRM) zones A, AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, and AR/AO. When used in reference to the development of a structure in this ordinance, A Zones are not inclusive of Coastal A Zones because of the higher building code requirements for Coastal A Zones.

AH ZONES– Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Base Flood Elevations (BFEs) derived from detailed hydraulic analyses are shown in this zone.

AO ZONES – Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet.

ACCESSORY STRUCTURE – Accessory structures are also referred to as appurtenant structures. An accessory structure is a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For example, a residential structure may have a detached garage or storage shed for garden tools as accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings.

AGRICULTURAL STRUCTURE - A structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Communities must require that new construction or substantial improvements of agricultural structures be elevated or floodproofed to or above the Base Flood Elevation (BFE) as any other nonresidential building. Under some circumstances it may be appropriate to wet-floodproof certain types of agricultural structures when located in wide, expansive floodplains through issuance of a variance. This should only be done for structures used for temporary storage of equipment or crops or temporary shelter for livestock and only in circumstances where it can be demonstrated that agricultural structures can be designed in

such a manner that results in minimal damage to the structure and its contents and will create no additional threats to public safety. New construction or substantial improvement of livestock confinement buildings, poultry houses, dairy operations, similar livestock operations and any structure that represents more than a minimal investment must meet the elevation or dry-floodproofing requirements of 44 CFR 60.3(c)(3).

AREA OF SHALLOW FLOODING – A designated Zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. **AREA OF SPECIAL FLOOD HAZARD** – see **SPECIAL FLOOD HAZARD AREA**

ALTERATION OF A WATERCOURSE – A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ASCE 7 – The standard for the Minimum Design Loads for Buildings and Other Structures, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. which includes but is not limited to methodology and equations necessary for determining structural and flood-related design requirements and determining the design requirements for structures that may experience a combination of loads including those from natural hazards. Flood related equations include those for determining erosion, scour, lateral, vertical, hydrostatic, hydrodynamic, buoyancy, breaking wave, and debris impact.

ASCE 24 – The standard for Flood Resistant Design and Construction, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. References to ASCE 24 shall mean ASCE 24-14 or the most recent version of ASCE 24 adopted in the UCC Code [N.J.A.C. 5:23].

BASE FLOOD ELEVATION (BFE) – The water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year, as shown on a published Flood Insurance Study (FIS), or preliminary flood elevation guidance from FEMA. May also be referred to as the “100-year flood elevation”.

BASEMENT – Any area of the building having its floor subgrade (below ground level) on all sides.

BEST AVAILABLE FLOOD HAZARD DATA - The most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA AREA- The areal mapped extent associated with the most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA ELEVATION - The most recent available preliminary flood elevation guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BREAKAWAY WALLS – Any type of wall subject to flooding that is not required to provide structural support to a building or other structure and that is designed and constructed such that, below the Local Design Flood Elevation, it will collapse under specific lateral loads such that (1) it allows the free passage of floodwaters, and (2) it does not damage the structure or supporting foundation system. Certification in the V Zone Certificate of the design, plans, and specifications by a licensed design professional that these walls are in accordance with accepted standards of practice is required as part of the permit application for new and substantially improved V Zone and Coastal A Zone structures. A completed certification must be submitted at permit application.

BUILDING – Per the FHACA, “Building” means a structure enclosed with exterior walls or fire walls, erected and framed of component structural parts, designed for the housing, shelter, enclosure, and support of individuals, animals, or property of any kind. A building may have a temporary or permanent foundation. A building that is intended for regular human occupation and/or residence is considered a habitable building.

CONDITIONAL LETTER OF MAP REVISION - A Conditional Letter of Map Revision (CLOMR) is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CONDITIONAL LETTER OF MAP REVISION - FILL -- A Conditional Letter of Map Revision - Fill (CLOMR-F) is FEMA's comment on a proposed project involving the placement of fill outside of the regulatory floodway that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CRITICAL BUILDING – Per the FHACA, “Critical Building” means that:

- a. It is essential to maintaining continuity of vital government operations and/or supporting emergency response, sheltering, and medical care functions before, during, and after a flood,

such as a hospital, medical clinic, police station, fire station, emergency response center, or public shelter; or

- b. It serves large numbers of people who may be unable to leave the facility through their own efforts, thereby hindering or preventing safe evacuation of the building during a flood event, such as a school, college, dormitory, jail or detention facility, day care center, assisted living facility, or nursing home.

DEVELOPMENT – Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, drilling operations and other land-disturbing activities.

DRY FLOODPROOFING – A combination of measures that results in a non-residential structure, including the attendant utilities and equipment as described in the latest version of ASCE 24, being watertight with all elements substantially impermeable and with structural components having the capacity to resist flood loads.

ELEVATED BUILDING – A building that has no basement and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns. Solid perimeter foundations walls are not an acceptable means of elevating buildings in V and VE Zones.

ELEVATION CERTIFICATE – An administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support an application for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

ENCROACHMENT – The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

FEMA PUBLICATIONS – Any publication authored or referenced by FEMA related to building science, building safety, or floodplain management related to the National Flood Insurance Program. Publications shall include but are not limited to technical bulletins, desk references, and American Society of Civil Engineers Standards documents including ASCE 24.

FLOOD OR FLOODING

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - 1. The overflow of inland or tidal waters.
 - 2. The unusual and rapid accumulation or runoff of surface waters from any source.
 - 3. Mudslides (I.e. mudflows) which are proximately caused by flooding as defined in (a) (2) of this definition and are akin to a river or liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along

the path of the current.

- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

FLOOD HAZARD AREA DESIGN FLOOD ELEVATION – Per the FHACA, the peak water surface elevation that will occur in a water during the flood hazard area design flood. This elevation is determined via available flood mapping adopted by the State, flood mapping published by FEMA (including effective flood mapping dated on or after January 31, 1980, or any more recent advisory, preliminary, or pending flood mapping; whichever results in higher flood elevations, wider floodway limits, greater flow rates, or indicates a change from an A zone to a V zone or coastal A zone), approximation, or calculation pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-3.1 – 3.6 and is typically higher than FEMA's base flood elevation. A water that has a drainage area measuring less than 50 acres does not possess, and is not assigned, a flood hazard area design flood elevation.

FLOOD INSURANCE RATE MAP (FIRM) – The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – The official report in which the Federal Emergency Management Agency has provided flood profiles, as well as the Flood Insurance Rate Map(s) and the water surface elevation of the base flood.

FLOODPLAIN OR FLOOD PRONE AREA – Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

FLOODPLAIN MANAGEMENT REGULATIONS – Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power. The term describes such State or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPROOFING – Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

FLOODPROOFING CERTIFICATE – Certification by a licensed design professional that the design and methods of construction for floodproofing a non-residential structure are in accordance with accepted standards of practice to a proposed height above the structure's lowest adjacent grade that meets or exceeds the Local Design Flood Elevation. A completed floodproofing certificate is required at permit application.

FLOODWAY – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than 0.2 foot.

FREEBOARD – A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE – A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities necessary for the loading or unloading of cargo or passengers, and shipbuilding and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

HABITABLE BUILDING– Pursuant to the FHACA Rules (N.J.A.C. 7:13), means a building that is intended for regular human occupation and/or residence. Examples of a habitable building include a single-family home, duplex, multi-residence building, or critical building; a commercial building such as a retail store, restaurant, office building, or gymnasium; an accessory structure that is regularly occupied, such as a garage, barn, or workshop; mobile and manufactured homes, and trailers intended for human residence, which are set on a foundation and/or connected to utilities, such as in a mobile home park (not including campers and recreational vehicles); and any other building that is regularly occupied, such as a house of worship, community center, or meeting hall, or animal shelter that includes regular human access and occupation. Examples of a non-habitable building include a bus stop shelter, utility building, storage shed, self-storage unit, construction trailer, or an individual shelter for animals such as a doghouse or outdoor kennel.

HARDSHIP – As related to Section 136-7 of this ordinance, meaning the exceptional hardship that would result from a failure to grant the requested variance. The Township Planning Board requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed or existing walls of a structure.

HISTORIC STRUCTURE – Any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a State inventory of historic places in States with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - 1. By an approved State program as determined by the Secretary of the Interior; or
 - 2. Directly by the Secretary of the Interior in States without approved programs.

LAWFULLY EXISTING – Per the FHACA, means an existing fill, structure and/or use, which meets all Federal, State, and local laws, and which is not in violation of the FHACA because it was established:

- a. Prior to January 31, 1980; or
- b. On or after January 31, 1980, in accordance with the requirements of the FHACA as it existed at the time the fill, structure and/or use was established.

Note: Substantially damaged properties and substantially improved properties that have not been elevated are not considered “lawfully existing” for the purposes of the NFIP. This definition is included in this ordinance to clarify the applicability of any more stringent statewide floodplain management standards required under the FHACA.

LETTER OF MAP AMENDMENT - A Letter of Map Amendment (LOMA) is an official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map that is requested through the Letter of Map Change (LOMC) process. A LOMA establishes a property's location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation. Because a LOMA officially amends the effective NFIP map, it is a public record that the community must maintain. Any LOMA should be noted on the community's master flood map and filed by panel number in an accessible location.

LETTER OF MAP CHANGE – The Letter of Map Change (LOMC) process is a service provided by FEMA for a fee that allows the public to request a change in flood zone designation in an Area of Special Flood Hazard on a Flood Insurance Rate Map (FIRM). Conditional Letters of Map Revision, Conditional Letters of Map Revision – Fill, Letters of Map Revision, Letters of Map Revision-Fill, and Letters of Map Amendment are requested through the Letter of Map Change (LOMC) process.

LETTER OF MAP REVISION - A Letter of Map Revision (LOMR) is FEMA's modification to an effective Flood Insurance Rate Map (FIRM). Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM or FIS report. Because a LOMR officially revises the effective NFIP map, it is a public record that the community must

maintain. Any LOMR should be noted on the community's master flood map and filed by panel number in an accessible location.

LETTER OF MAP REVISION – FILL -- A Letter of Map Revision Based on Fill (LOMR-F) is FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway may be initiated through the Letter of Map Change (LOMC) Process. Because a LOMR-F officially revises the effective Flood Insurance Rate Map (FIRM) map, it is a public record that the community must maintain. Any LOMR-F should be noted on the community's master flood map and filed by panel number in an accessible location.

LICENSED DESIGN PROFESSIONAL – Licensed design professional shall refer to either a New Jersey Licensed Professional Engineer, licensed by the New Jersey State Board of Professional Engineers and Land Surveyors or a New Jersey Licensed Architect, licensed by the New Jersey State Board of Architects.

LICENSED PROFESSIONAL ENGINEER - A licensed professional engineer shall refer to individuals licensed by the New Jersey State Board of Professional Engineers and Land Surveyors.

LOCAL DESIGN FLOOD ELEVATION (LDFE) – The elevation reflective of the most recent available preliminary flood elevation guidance FEMA has provided as depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM which is also inclusive of freeboard specified by the New Jersey Flood Hazard Area Control Act and Uniform Construction Codes and any additional freeboard specified in a community's ordinance. In no circumstances shall a project's LDFE be lower than a permit-specified Flood Hazard Area Design Flood Elevation or a valid NJDEP Flood Hazard Area Verification Letter plus the freeboard as required in ASCE 24 and the effective FEMA Base Flood Elevation.

LOWEST ADJACENT GRADE – The lowest point of ground, patio, or sidewalk slab immediately next a structure, except in AO Zones where it is the natural grade elevation.

LOWEST FLOOR – In A Zones, the lowest floor is the top surface of the lowest floor of the lowest enclosed area (including basement). In V Zones and coastal A Zones, the bottom of the lowest horizontal structural member of a building is the lowest floor. An unfinished or flood resistant enclosure, usable solely for the parking of vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of other applicable non-elevation design requirements of these regulations.

MANUFACTURED HOME – A structure that is transportable in one or more sections, eight (8) feet or more in width and greater than four hundred (400) square feet, built on a permanent chassis, designed for use with or without a permanent foundation when attached to the required utilities, and constructed to the Federal Manufactured Home Construction and Safety Standards and rules and regulations promulgated by the U.S. Department of Housing and Urban Development. The term also includes mobile homes, park trailers, travel trailers and similar transportable structures that are placed on a site for 180 consecutive days or longer.

MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MARKET VALUE – The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in these regulations, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value shall be determined by one of the following methods (1) Actual Cash Value (replacement cost depreciated for age and quality of construction), (2) tax assessment value adjusted to approximate market value by a factor provided by the tax assessor's office, or (3) established by a qualified independent appraiser.

NEW CONSTRUCTION – Structures for which the start of construction commenced on or after the effective date of the first floodplain regulation adopted by a community; includes any subsequent improvements to such structures. New construction includes work determined to be a substantial improvement.

NON-RESIDENTIAL – Pursuant to ASCE 24, any building or structure or portion thereof that is not classified as residential.

ORDINARY MAINTENANCE AND MINOR WORK – This term refers to types of work excluded from construction permitting under N.J.A.C. 5:23 in the March 5, 136-98 New Jersey Register. Some of these types of work must be considered in determinations of substantial improvement and substantial damage in regulated floodplains under 44 CFR 59.1. These types of work include but are not limited to replacements of roofing, siding, interior finishes, kitchen cabinets, plumbing fixtures and piping, HVAC and air conditioning equipment, exhaust fans, built in appliances, electrical wiring, etc. Improvements necessary to correct existing violations of State or local health, sanitation, or code enforcement officials which are the minimum necessary to assure safe living conditions and improvements of historic structures as discussed in 44 CFR 59.1 shall not be included in the determination of ordinary maintenance and minor work.

RECREATIONAL VEHICLE – A vehicle that is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

RESIDENTIAL – Pursuant to the ASCE 24:

- a. Buildings and structures and portions thereof where people live or that are used for sleeping purposes on a transient or non-transient basis;
- b. Structures including but not limited to one- and two-family dwellings, townhouses, condominiums, multi-family dwellings, apartments, congregate residences, boarding houses, lodging houses, rooming houses, hotels, motels, apartment buildings, convents, monasteries, dormitories, fraternity houses, sorority houses, vacation time-share properties; and

- c. institutional facilities where people are cared for or live on a 24-hour basis in a supervised environment, including but not limited to board and care facilities, assisted living facilities, halfway houses, group homes, congregate care facilities, social rehabilitation facilities, alcohol and drug centers, convalescent facilities, hospitals, nursing homes, mental hospitals, detoxification facilities, prisons, jails, reformatories, detention centers, correctional centers, and prerelease centers.

SOLID WASTE DISPOSAL – “Solid Waste Disposal” shall mean the storage, treatment, utilization, processing or final disposition of solid waste as described in N.J.A.C. 7:26-1.6 or the storage of unsecured materials as described in N.J.A.C. 7:13-2.3 for a period of greater than 6 months as specified in N.J.A.C. 7:26 which have been discharged, deposited, injected, dumped, spilled, leaked, or placed into any land or water such that such solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

SPECIAL FLOOD HAZARD AREA – The greater of the following: (1) Land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, shown on the FIRM as Zone V, VE, V1-3-, A, AO, A1-30, AE, A99, or AH; (2) Land and the space above that land, which lies below the peak water surface elevation of the flood hazard area design flood for a particular water, as determined using the methods set forth in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13; (3) Riparian Buffers as determined in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13. Also referred to as the AREA OF SPECIAL FLOOD HAZARD.

START OF CONSTRUCTION – The Start of Construction is as follows:

- a. For other than new construction or substantial improvements, under the Coastal Barrier Resources Act (CBRA), this is the date the building permit was issued, provided that the actual start of construction, repair, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a building on site, such as the pouring of a slab or footing, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured (mobile) home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- b. For the purposes of determining whether proposed construction must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change, the Start of Construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. Such development must also be permitted and must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

For determining if new construction and substantial improvements within the Coastal Barrier Resources System (CBRS) can obtain flood insurance, a different definition applies.

STRUCTURE – A walled and roofed building, a manufactured home, or a gas or liquid storage tank that is principally above ground.

SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT – Any reconstruction, rehabilitation, addition, or other improvement of a structure taking place, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of State or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions; or
- b. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

UTILITY AND MISCELLANEOUS GROUP U BUILDINGS AND STRUCTURES – Buildings and structures of an accessory character and miscellaneous structures not classified in any special occupancy, as described in ASCE 24.

VARIANCE – A grant of relief from the requirements of this section which permits construction in a manner otherwise prohibited by this section where specific enforcement would result in unnecessary hardship.

VIOLATION – A development that is not fully compliant with these regulations or the flood

provisions of the building code. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION – the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

WATERCOURSE. A river, creek, stream, channel, or other topographic feature in, on, through, or over which water flows at least periodically.

WET FLOODPROOFING – Floodproofing method that relies on the use of flood damage resistant materials and construction techniques in areas of a structure that are below the Local Design Flood Elevation by intentionally allowing them to flood. The application of wet floodproofing as a flood protection technique under the National Flood Insurance Program (NFIP) is limited to enclosures below elevated residential and non-residential structures and to accessory and agricultural structures that have been issued variances by the community.

136-10 SUBDIVISIONS AND OTHER DEVELOPMENTS

136-10.1 General. Any subdivision proposal, including proposals for manufactured home parks and subdivisions, or other proposed new development in a flood hazard area shall be reviewed to assure that:

- (1) All such proposals are consistent with the need to minimize flood damage.
- (2) All public utilities and facilities, such as sewer, gas, electric and water systems are located and constructed to minimize or eliminate flood damage.
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwater around and away from structures.

136-10.2 Subdivision requirements. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) The flood hazard area, including floodways, and base flood elevations, as appropriate, shall be delineated on tentative subdivision plats.
- (2) Residential building lots shall be provided with adequate buildable area outside the floodway.
- (3) The design criteria for utilities and facilities set forth in these regulations and appropriate codes shall be met.

136-11 SITE IMPROVEMENT

136-11.1 Encroachment in floodways. Development, land disturbing activity, and encroachments in floodways shall not be authorized unless it has been demonstrated through hydrologic and hydraulic analyses required in accordance with Section 136-5.3(1), that the proposed encroachment will not result in any increase in the base flood level during occurrence of the base flood discharge. If Section 136-5.3(1) is satisfied, proposed elevation, addition, or reconstruction of a lawfully existing structure within a floodway shall also be in accordance with Section 136-15.2 of this ordinance and the floodway requirements of N.J.A.C. 7:13.

136.1.1 Prohibited in floodways. The following are prohibited activities:

- (1) The storage of unsecured materials is prohibited within a floodway pursuant to N.J.A.C. 7:13.
- (2) Fill and new structures are prohibited in floodways per N.J.A.C. 7:13.

136-11.2 Sewer facilities. All new and replaced sanitary sewer facilities, private sewage treatment plants (including all pumping stations and collector systems) and on-site waste disposal systems shall be designed in accordance with the New Jersey septic system regulations contained in N.J.A.C. 14A and N.J.A.C. 7:9A, the UCC Plumbing Subcode (N.J.A.C. 5:23) and Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwater into the facilities and discharge from the facilities into flood waters, or impairment of the facilities and systems.

136-11.3 Water facilities. All new and replacement water facilities shall be designed in accordance with the New Jersey Safe Drinking Water Act (N.J.A.C. 7:10) and the provisions of Chapter 7 ASCE 24, to minimize or eliminate infiltration of floodwater into the systems.

136-11.4 Storm drainage. Storm drainage shall be designed to convey the flow of surface waters to minimize or eliminate damage to persons or property.

136-11.5 Streets and sidewalks. Streets and sidewalks shall be designed to minimize potential for increasing or aggravating flood levels.

136-11.6 Limitations on placement of fill. Subject to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwater, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, when intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the UCC (N.J.A.C. 5:23). Proposed fill and encroachments in flood hazard areas shall comply with the flood storage displacement limitations of N.J.A.C. 7:13.

136-11.7 Hazardous Materials. The placement or storage of any containers holding hazardous substances in a flood hazard area is prohibited unless the provisions of N.J.A.C. 7:13 which cover the placement of hazardous substances and solid waste is met.

136-12 MANUFACTURED HOMES

136-12.1 General. All manufactured homes installed in flood hazard areas shall be installed pursuant to the Nationally Preemptive Manufactured Home Construction and Safety Standards Program (24 CFR 3280).

136-12.2 Elevation. All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be elevated such that the bottom of the frame is elevated to or above the elevation specified in Section 136-15.2.

136-12.3 Foundations. All new, relocated, and replacement manufactured homes, including substantial improvement of existing manufactured homes, shall be placed on foundations as specified by the manufacturer only if the manufacturer's installation instructions specify that the home has been designed for flood-resistant considerations and provides the conditions of applicability for velocities, depths, or wave action as required by 24 CFR Part 3285-302. The Floodplain Administrator is authorized to determine whether the design meets or exceeds the performance necessary based upon the proposed site location conditions as a precondition of issuing a flood damage prevention permit. If the Floodplain Administrator determines that the home's performance standards will not withstand the flood loads in the proposed location, the applicant must propose a design certified by a New Jersey licensed design professional and in accordance with 24 CFR 3285.301 (c) and (d) which conforms with ASCE 24, the accepted standard of engineering practice for flood resistant design and construction.

136-12.4 Anchoring. All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

136-12.5 Enclosures. Fully enclosed areas below elevated manufactured homes shall comply with the requirements of Section 136-15.2.

136-12.6 Protection of mechanical equipment and outside appliances. Mechanical equipment and outside appliances shall be elevated to or above the elevation of the bottom of the frame required in Section 136-15.2.

Exception. Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 136-15.2, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

136-13 RECREATIONAL VEHICLES

136-13.1 Placement prohibited. The placement of recreational vehicles shall not be authorized in high hazard areas and in floodways.

136-13.2 Temporary placement. Recreational vehicles in flood hazard areas shall be fully licensed and ready for highway use and shall be placed on a site for less than 180 consecutive days.

136-13.3 Permanent placement. Recreational vehicles that are not fully licensed and ready for highway use, or that are to be placed on a site for more than 180 consecutive days, shall meet the requirements of Section 136-15.2 for habitable buildings and Section 136-12.3.

136-14 TANKS

136-14.1 Tanks. Underground and above-ground tanks shall be designed, constructed, installed, and anchored in accordance with ASCE 24 and N.J.A.C. 7:13.

136-15 OTHER DEVELOPMENT AND BUILDING WORK

136-15.1 General requirements for other development and building work. All development and building work, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in these regulations or the Uniform Construction Code (N.J.A.C. 5:23), shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of Section 136-5.3(1) of this ordinance when located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic and hydrodynamic loads, including the effects of buoyancy, during the conditions of flooding up to the Local Design Flood Elevation determined according to Section 136-2.3;
- (4) Be constructed of flood damage-resistant materials as described in ASCE 24 Chapter 5;
- (5) Have mechanical, plumbing, and electrical systems above the Local Design Flood Elevation determined according to Section 136-2.3 or meet the requirements of ASCE 24 Chapter 7 which requires that attendant utilities are located above the Local Design Flood Elevation unless the attendant utilities and equipment are:
 - i. Specifically allowed below the Local Design Flood Elevation; and
 - ii. Designed, constructed, and installed to prevent floodwaters, including any backflow through the system from entering or accumulating within the components.
- (6) Not exceed the flood storage displacement limitations in fluvial flood hazard areas in accordance with N.J.A.C. 7:13; and
- (7) Not exceed the impacts to frequency or depth of offsite flooding as required by N.J.A.C.

7:13 in floodways.

136-15.2 Requirements for Habitable Buildings and Structures.

- 1) Construction and Elevation in A Zones not including Coastal A Zones.
 - a. No portion of a building is located within a V Zone.
 - b. No portion of a building is located within a Coastal A Zone, unless a licensed design professional certifies that the building's foundation is designed in accordance with ASCE 24, Chapter 4.
 - c. All new construction and substantial improvement of any habitable building (as defined in Section 136-9) located in flood hazard areas shall have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 136-2.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate.
 - d. All new construction and substantial improvements of non-residential structures shall:
 - i. Have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 136-2.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate; or
 - ii. Together with the attendant utility and sanitary facilities, be designed so that below the Local Design Flood Elevation, the structure:
 1. Meets the requirements of ASCE 24 Chapters 2 and 7; and
 2. Is constructed according to the design plans and specifications provided at permit application and signed by a licensed design professional, is certified by that individual in a Floodproofing Certificate, and is confirmed by an Elevation Certificate.
 - e. All new construction and substantial improvements with fully enclosed areas below the lowest floor shall be used solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding. Enclosures shall:
 - i. For habitable structures, be situated at or above the adjoining exterior grade along at least one entire exterior wall, in order to provide positive drainage of the enclosed area in accordance with N.J.A.C. 7:13; enclosures (including crawlspaces and basements) which are below grade on all sides are prohibited;
 - ii. Be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters unless the structure is non-residential and the requirements of 136-15.2(1)(d)ii are met;

- iii. Be constructed to meet the requirements of ASCE 24 Chapter 2;
- iv. Have openings documented on an Elevation Certificate; and
- v. Have documentation that a deed restriction has been obtained for the lot if the enclosure is greater than six feet in height. This deed restriction shall be recorded in the Office of the County Clerk or the Registrar of Deeds and Mortgages in which the building is located, shall conform to the requirements in N.J.A.C.7:13, and shall be recorded within 90 days of receiving a Flood Hazard Area Control Act permit or prior to the start of any site disturbance (including pre-construction earth movement, removal of vegetation and structures, or construction of the project), whichever is sooner. Deed restrictions must explain and disclose that:
 - 1. The enclosure is likely to be inundated by floodwaters which may result in damage and/or inconvenience.
 - 2. The depth of flooding that the enclosure would experience to the Flood Hazard Area Design Flood Elevation;
 - 3. The deed restriction prohibits habitation of the enclosure and explains that converting the enclosure into a habitable area may subject the property owner to enforcement;

136-15.3 Garages and accessory storage structures. Garages and accessory storage structures shall be designed and constructed in accordance with the Uniform Construction Code.

136-15.4 Fences. Fences in floodways that have the potential to block the passage of floodwater, such as stockade fences and wire mesh fences, shall meet the requirements of Section 136-5.3(1). Pursuant to N.J.A.C. 7:13, any fence located in a floodway shall have sufficiently large openings so as not to catch debris during a flood and thereby obstruct floodwaters, such as barbed-wire, split-rail, or strand fence. A fence with little or no open area, such as a chain link, lattice, or picket fence, does not meet this requirement. Foundations for fences greater than 6 feet in height must conform with the Uniform Construction Code. Fences for pool enclosures having openings not in conformance with this section but in conformance with the Uniform Construction Code to limit climbing require a variance as described in Section 136-7 of this ordinance.

136-15.5 Retaining walls, sidewalks, and driveways. Retaining walls, sidewalks and driveways that involve placement of fill in floodways shall meet the requirements of Section 136-5.3(1) and N.J.A.C. 7:13.

136-15.6 Swimming pools. Swimming pools shall be designed and constructed in accordance with the Uniform Construction Code. Above-ground swimming pools and below-ground swimming pools that involve placement of fill in floodways shall also meet the requirements of Section 136-5.3(1). Above-ground swimming pools are prohibited in floodways by N.J.A.C. 7:13.

136-15.7 Roads and watercourse crossings.

- (1) For any railroad, roadway, or parking area proposed in a flood hazard area, the travel surface shall be constructed at least one foot above the Flood Hazard Area Design Elevation in accordance with N.J.A.C. 7:13.
- (2) Roads and watercourse crossings that encroach into regulated floodways or riverine waterways with base flood elevations where floodways have not been designated, including roads, bridges, culverts, low- water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, shall meet the requirements of Section 136-5.3(1).

136-16 TEMPORARY STRUCTURES AND TEMPORARY STORAGE

136-16.1 Temporary structures. Temporary structures shall be erected for a period of less than 180 days. Temporary structures shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the base flood. Fully enclosed temporary structures shall have flood openings that are in accordance with ASCE 24 to allow for the automatic entry and exit of flood waters.

136-16.2 Temporary storage. Temporary storage includes storage of goods and materials for a period of less than 180 days. Stored materials shall not include hazardous materials.

136-16.3 Floodway encroachment. Temporary structures and temporary storage in floodways shall meet the requirements of Section 136-5.3(1).

136-17 UTILITY AND MISCELLANEOUS GROUP U

136-17.1 Utility and Miscellaneous Group U. In accordance with Section 312 of the International Building Code, Utility and Miscellaneous Group U includes buildings and structures that are accessory in character and miscellaneous structures not classified in any specific occupancy in the Building Code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, communication equipment structures (gross floor area less than 1,500 sq. ft.), fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), livestock shelters, private garages, retaining walls, sheds, stables, tanks and towers.

136-17.2 Flood loads. Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions up to the Local Design Flood Elevation as determined in Section 136-2.3.

136-17.3 Elevation. Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be elevated such that the lowest floor, including basement, is elevated to or above the Local Design Flood Elevation as determined in Section 136-2.3 and in accordance with ASCE 24. Utility lines shall be designed and elevated in

accordance with N.J.A.C. 7:13.

136-17.4 Enclosures below base flood elevation. Fully enclosed areas below the design flood elevation shall be constructed in accordance with Section 136-15.2 and with ASCE 24 for new construction and substantial improvements. Existing enclosures such as a basement or crawlspace having a floor that is below grade along all adjoining exterior walls shall be abandoned, filled-in, and/or otherwise modified to conform with the requirements of N.J.A.C. 7:13 when the project has been determined to be a substantial improvement by the Floodplain Administrator.

136-17.5 Flood-damage resistant materials. Flood-damage-resistant materials shall be used below the Local Design Flood Elevation determined in Section 136-2.3.

136-17.6 Protection of mechanical, plumbing, and electrical systems. Mechanical, plumbing, and electrical systems, equipment and components, heating, ventilation, air conditioning, plumbing fixtures, duct systems, and other service equipment, shall be elevated to or above the Local Design Flood Elevation determined in Section 136-2.3.

Exception: Electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment shall be permitted to be located below the Local Design Flood Elevation provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the Local Design Flood Elevation in compliance with the flood-resistant construction requirements of ASCE 24. Electrical wiring systems shall be permitted to be located below the Local Design Flood Elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

SECTION 3. SEVERABILITY.

Where any section, subsection, sentence, clause, or phrase of these regulations is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect upon final adoption and will be published as required by law.

Introduced: October 1, 2024 Adopted: October 15, 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 017-2024 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 1st day of October 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 15th day of October 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: 018 - 2024

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE
TOWNSHIP OF BYRAM TO GRANT A DRIVEWAY EASEMENT TO
MR. MARTIN EKHELAR AND MRS. CHRISTINE EKHELAR AND TO
VACATE, RELEASE AND EXTINGUISH ANY PUBLIC RIGHTS IN A
PORTION OF THE PAPER STREET OR RIGHT-OF-WAY LOCATED
OFF LACKAWANNA DRIVE AT 70-A LACKAWANNA DRIVE
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 grant a driveway easement to Mr. Martin Ekhelar and Mrs. Christine Ekhelar, and to vacate a portion of the paper street right-of-way located off Lackawanna Road at 70-A Lackawanna Drive 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 Mayor and Township Council of the Township of Byram that a portion of the paper street or right-of-way located off Lackawanna Drive at 70-A Lackawanna Drive is not needed for public use as described in Schedule A and shown in Attachment B, and

WHEREAS, the Mayor and Township Council of the Township of Byram hereby intend to vacate, release and extinguish the portion of a paper street or right-of-way running from Lackawanna Drive to Block 364.01, Lot 2.03 as described herein and in the attached Schedule A and shown on Attachment B.

WHEREAS, this road vacation will be subject to an easement to be granted simultaneously herewith to Mr. Martin Ekhelar and Mrs. Christine Ekhelar, the owners of Lot 2.03, Block 364.01 for their existing driveway located in accordance with Schedule A attached hereto for ingress and egress to their house subject to their obligation to maintain, repair and remove snow and ice, and this easement grant is authorized pursuant to N.J.S.A. 40A:12-13(b)(4).

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

Section 1. Easement Grant for Existing Driveway. The Township Mayor and Clerk are authorized to execute a driveway easement for the existing driveway to Mr. Martin Ekhelar and Mrs. Christine Ekhelar and generally as described in Schedule C attached hereto and incorporated herein by reference.

Section 2. Portion of Street to Be Vacated. Any public rights as to the right-of-way of the following portion of the paper street or right-of-way from Lackawanna Drive located at 70-A Lackawanna Drive 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 PORTION OF the paper street or right-of-way located off Lackawanna Drive at 70-A Lackawanna Drive in the Township of Byram that is hereby vacated is as follows:

- a. The paper street or right-of-way located off Lackawanna Drive at 70-A Lackawanna Drive: a portion containing approximately 18,733 square feet as described on the attached Schedule A, "Description of Proposed Vacation of a Portion of Paper Street (50' Wide) Byram Township, Sussex County, New Jersey", and shown on the map entitled Vacation Plan attached hereto as Attachment B. Said attachments are incorporated herein by reference.

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 one (1) week 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 every person whose lands may be affected hereby so far as may be ascertained. The Township Clerk shall mail said notice 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. Effect. This Ordinance shall take effect in the time and manner prescribed by law.

Introduced: October 1, 2024 Adopted: October 15, 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 018-2024 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 1st day of October 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 15th day of October 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

HAROLD E. PELLOW & ASSOCIATES, INC.
Consulting Engineers, Planners & Land Surveyors
17 PLAINS ROAD
AUGUSTA, NEW JERSEY 07822-2009

DAVID B. SIMMONS, JR.
NJ PROFESSIONAL ENGINEER &
LAND SURVEYOR #27831

PHONE: (973) 948-6463
FAX: (973) 948-2916
dsimmons@hpellow.com

SCHEDULE "A"

**DESCRIPTION OF PROPOSED
VACATION OF A PORTION OF
PAPER STREET (50' WIDE)
BYRAM TOWNSHIP, SUSSEX COUNTY, NEW JERSEY**

All that certain tract or parcel of land and premises situate, lying and being in the Township of Byram, County of Sussex, and the State of New Jersey.

BUTTED, BOUNDED AND DESCRIBED AS FOLLOWS:

Beginning at a point in the southerly right-of-way line of Lackawanna Drive/Sussex County Route 607, width varies, and the easterly side line of Lot A as described in a deed of conveyance between Bilney Bros., Inc., and Township of Byram, recorded in the Sussex County Clerk's Office, at Newton, New Jersey, in Deed Book 946, Page 255 etc., executed July 22, 1974 and recorded July 31, 1974, thence,

- 1) Along the easterly side line of the aforementioned Lot A, South twenty-eight degrees, eleven minutes, zero seconds East (S. 28°-11'-00" E.), a distance of two hundred forty-five and forty-six hundredths feet, (245.46'), to a point of curvature, thence;
- 2) Along a curve to the right having a radius of one hundred and zero hundredths feet (100.00'), an arc distance of one hundred fifty seven and eight hundredths feet (157.08'), to a point in the northerly line of the lands of Byram Township, thence;
- 3) Along the northerly line of the lands of Byram Township, North sixty-one degrees, forty-nine minutes, zero seconds East (N. 61°-49'-00" E.), a distance of one hundred twelve and fifty hundredths feet, (112.50'), to a point in a curve, thence;
- 4) Along said curve to the left having a radius of one hundred fifty and zero hundredths feet (150.00'), an arc distance of one hundred ten and thirty hundredths feet (110.30'), to a point of tangency, thence;
- 5) North twenty-eight degrees, eleven minutes, zero seconds West (N. 28°-11'-00" W.), a distance of two hundred forty-nine and sixteen hundredths feet, (249.16'), to a point in the aforementioned southerly right-of-way line of Lackawanna Drive/Sussex County Route 607, thence;
- 6) Along the aforementioned southerly right-of-way line of said Lackawanna Drive/Sussex County Route 607, South fifty-seven degrees, thirty-four minutes, fifty-two seconds West (S. 57°-34'-52" W.), a distance of fifty and fourteen hundredths feet, (50.14'), to the point and place of beginning.

Containing 18,500 SF ± of land, be the same more or less.

Subject to the rights of any utilities or easements of record, should any exist.

1

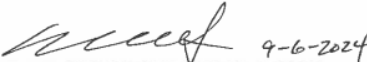
HAROLD E. PELLOW & ASSOCIATES, INC.
Consulting Engineers, Planners & Land Surveyors
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AUGUSTA, NEW JERSEY 07822-2009

HAROLD E. PELLOW
NJ PROFESSIONAL ENGINEER &
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PHONE: (973) 948-6463
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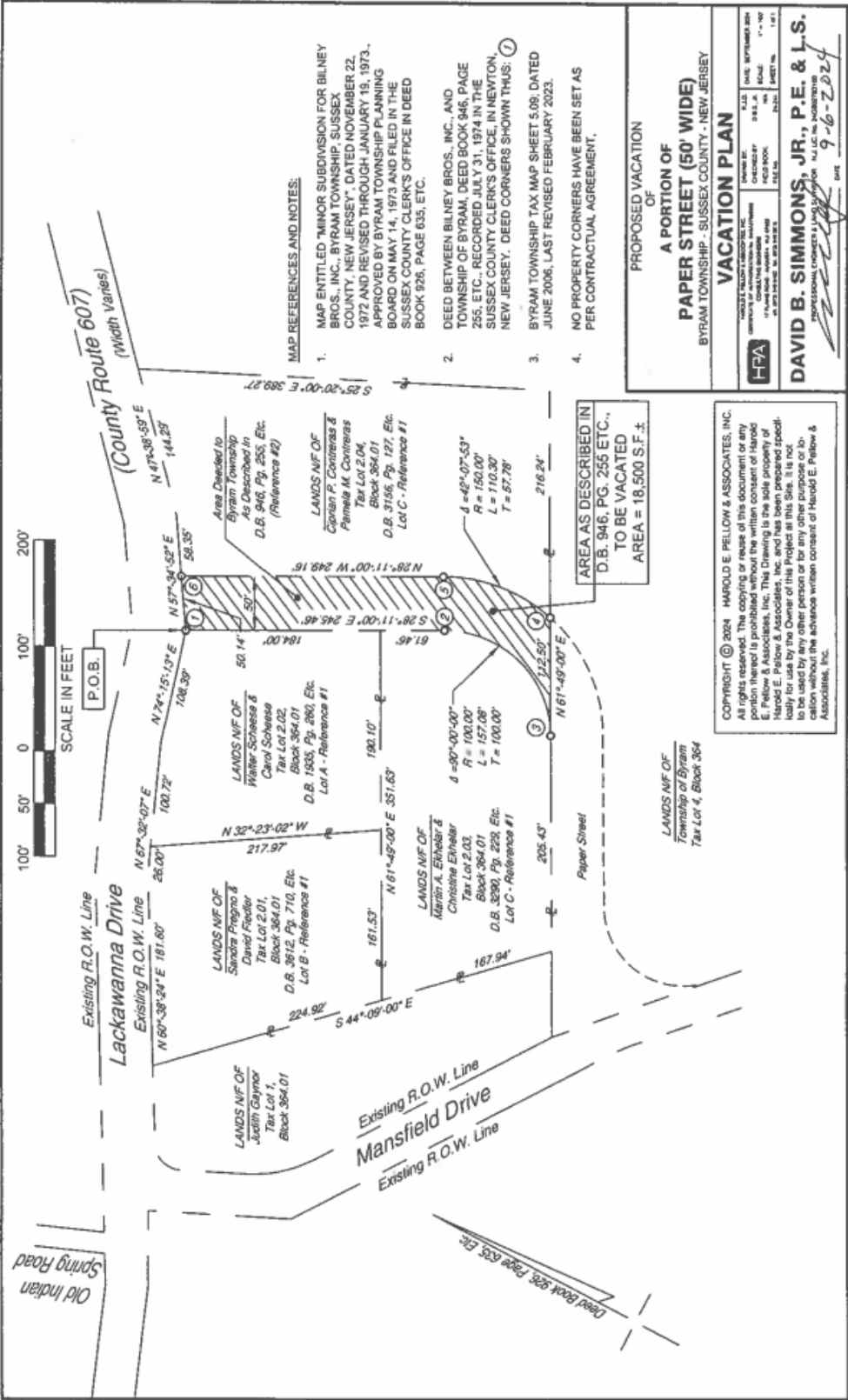
The area to be vacated is shown on Attachment "B" -- "Proposed Vacation of a Portion of Paper Street (50' Wide), Byram Township, Sussex County, New Jersey, Vacation Plan", prepared by Harold E. Pellow & Associates, Inc., David B. Simmons, Jr., P.E. & L.S., dated September 2024.

This description written September 6, 2024 by Harold E Pellow & Associates, Inc., Consulting Engineers, 17 Plains Road, Augusta, New Jersey 07822-2009.


David B. Simmons, Jr., P.E., L.S., P.P., C.M.E.
New Jersey Professional Engineer and Land Surveyor #27831
Certificate of Authorization No. 24GA27959300

SEAL

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SCHEDULE "C"

DESCRIPTION OF PROPOSED
DRIVEWAY EASEMENT OVER THE PAPER STREET (50' WIDE)
OWNED BY BYRAM TOWNSHIP
BYRAM TOWNSHIP, SUSSEX COUNTY, NEW JERSEY

All that certain tract or parcel of land and premises situate, lying and being in the Township of Byram, County of Sussex, and the State of New Jersey.

BUTTED, BOUNDED AND DESCRIBED AS FOLLOWS:

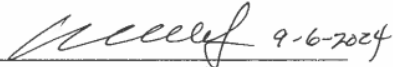
Beginning at a point in the southerly right-of-way line of Lackawanna Drive/Sussex County Route 607, width varies, and the easterly side line of Lot A as described in a deed of conveyance between Bilney Bros., Inc., and Township of Byram, recorded in the Sussex County Clerk's Office, at Newton, New Jersey, in Deed Book 946, Page 255 etc., executed July 22, 1974 and recorded July 31, 1974, thence,

- 1) Along the easterly side line of the aforementioned Lot A, South twenty-eight degrees, eleven minutes, zero seconds East (S. 28°-11'-00" E.), a distance of two hundred forty-five and forty-six hundredths feet, (245.46'), to a point of curvature, thence;
- 2) Along a curve to the right having a radius of one hundred and zero hundredths feet (100.00'), an arc distance of one hundred fifty seven and eight hundredths feet (157.08'), to a point in the northerly line of the lands of Byram Township, thence;
- 3) Along the northerly line of the lands of Byram Township, North sixty-one degrees, forty-nine minutes, zero seconds East (N. 61°-49'-00" E.), a distance of one hundred twelve and fifty hundredths feet, (112.50'), to a point in a curve, thence;
- 4) Along said curve to the left having a radius of one hundred fifty and zero hundredths feet (150.00'), an arc distance of one hundred ten and thirty hundredths feet (110.30'), to a point of tangency, thence;
- 5) North twenty-eight degrees, eleven minutes, zero seconds West (N. 28°-11'-00" W.), a distance of two hundred forty-nine and sixteen hundredths feet, (249.16'), to a point in the aforementioned southerly right-of-way line of Lackawanna Drive/Sussex County Route 607, thence;
- 6) Along the aforementioned southerly right-of-way line of said Lackawanna Drive/Sussex County Route 607, South fifty-seven degrees, thirty-four minutes, fifty-two seconds West (S. 57°-34'-52" W.), a distance of fifty and fourteen hundredths feet, (50.14'), to the point and place of beginning.

Containing 18,500 SF ± of land, be the same more or less.

Subject to the rights of any utilities or easements of record, should any exist.

This description written September 6, 2024 by Harold E Pellow & Associates, Inc., Consulting Engineers, 17 Plains Road, Augusta, New Jersey 07822-2009.


David B. Simmons, Jr., P.E., L.S., P.P., C.M.E.
New Jersey Professional Engineer and Land Surveyor #27831
Certificate of Authorization No. 24GA27959300

SEAL

Prepared by:

Thomas F. Collins, Jr., Esq.

DRIVEWAY EASEMENT

This Driveway Easement is made on _____, 2024,

BETWEEN BYRAM TOWNSHIP, a Municipal Corporation of the State of New Jersey, whose address is 10 Mansfield Drive, Byram, New Jersey 07874,

referred to as the Grantor,

AND

Martin A. Ekhelar and Christine Ekhelar, husband and wife, residing at 70-A Lackawanna 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 Driveway Easement ("Easement") described below to Grantee. This transfer is made for the sum of One Dollar and 00/100 (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Grantor.

Tax Map Reference. (N.J.S.A. 46:15-1.1) The municipality is Byram Township located in Sussex County, New Jersey. The Driveway Easement being conveyed hereby is located on a portion of a dedicated paper street right-of-way that transects Block 364.01, Lot 2.03 as depicted on the Official Tax Maps of Byram Township.

Property. The Driveway Easement is located in a portion of a dedicated paper street right-of-way owned by the Grantor. Grantee is the record owner of Block 364.01, Lot 2.03. This Driveway Easement is a grant of an Easement for a driveway and ingress and egress along the existing driveway as it is currently located August 2024 as described in the attached Schedule "B" ("Easement Area"). The legal description is annexed hereto as Schedule "B".

Purposes of the Easement. This Easement conveys to Grantee, its successors, assigns, heirs, administrators, transferees,

agents, and contractors ("Agents") the right to use the Easement Area for the purposes of a private driveway for ingress and egress to the Grantee's property and house known as Lot 2.03, Block 364.01. It is further the intention of this Easement to grant to Grantee and its Agents access to, and the right to enter upon the Easement Area at all times, for the purposes of the Easement and all related activities or actions.

The Grantee shall have the obligation of maintaining the Easement Area, in the event the Grantee shall perform any work within the Easement Area or which causes damage to the road surface, the Grantee shall promptly restore the surface of the Easement Area, to the extent reasonably practicable, to the condition in which such surface was found before such work was undertaken.

Said Easement shall run with the land and shall be binding upon and inure to the benefit of the Grantee and Grantor and their respective successors and assigns in title or interest, in perpetuity.

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

BYRAM TOWNSHIP

Cindy Church, RMC

Alexander Rubenstein, Mayor

STATE OF NEW JERSEY)

SS:

COUNTY OF SUSSEX)

I CERTIFY that on _____, 2024, Cindy Church, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person, Cindy Church, is the Clerk of Byram Township, the municipal corporation named in this Easement;

(b) this person is attesting witness to the signing of this Easement by the proper corporate officer, Alexander Rubenstein, who is the Mayor of the municipal corporation;

(c) this Easement was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper ordinance adopted its Governing Body;

(d) this person signed this proof to attest to the truth of these facts; and

(e) the full and actual consideration paid or to be paid for the transfer of title is \$1.00 (Such consideration is defined in N.J.S.A. 46:15-5)

Notary

HAROLD E. PELLOW & ASSOCIATES, INC.
Consulting Engineers, Planners & Land Surveyors
17 PLAINS ROAD
AUGUSTA, NEW JERSEY 07822-2009

DAVID B. SIMMONS, JR.
NJ PROFESSIONAL ENGINEER &
LAND SURVEYOR #27831

PHONE: (973) 948-6463
FAX: (973) 948-2916
dsimmons@hpellow.com

SCHEDULE "B"

DESCRIPTION OF PROPOSED
DRIVEWAY EASEMENT OVER THE PAPER STREET (50' WIDE)
OWNED BY BYRAM TOWNSHIP
BYRAM TOWNSHIP, SUSSEX COUNTY, NEW JERSEY

All that certain tract or parcel of land and premises situate, lying and being in the Township of Byram, County of Sussex, and the State of New Jersey.

BUTTED, BOUNDED AND DESCRIBED AS FOLLOWS:

Beginning at a point in the southerly right-of-way line of Lackawanna Drive/County Route 607, width varies, and the easterly side line of Lot A as described in a deed of conveyance between Bilney Bros., Inc., and Township of Byram, recorded in the Sussex County Clerk's Office, at Newton, New Jersey, in Deed Book 946, Page 255 etc., executed July 22, 1974 and recorded July 31, 1974, thence,

- 1) Along the easterly side line of the aforementioned Lot A, South twenty-eight degrees, eleven minutes, zero seconds East (S. 28°-11'-00" E.), a distance of two hundred forty-five and forty-six hundredths feet, (245.46'), to a point of curvature, thence;
- 2) Along a curve to the right having a radius of one hundred and zero hundredths feet (100.00'), an arc distance of one hundred fifty seven and eight hundredths feet (157.08'), a chord bearing of South sixteen degrees, forty-nine minutes, zero seconds West (S. 16°-49'-00" W.), and a chord distance of one hundred forty-one and forty-two hundredths feet (141.42'), to a point in the northerly line of the lands of Byram Township, thence;
- 3) Along the northerly line of the lands of Byram Township, North sixty-one degrees, forty-nine minutes, zero seconds East (N. 61°-49'-00" E.), a distance of one hundred twelve and fifty hundredths feet, (112.50'), to a point in a curve, thence;
- 4) Along a curve to the left having a radius of one hundred fifty and zero hundredths feet (150.00'), an arc distance of one hundred ten and thirty hundredths feet (110.30'), a chord bearing of North seven degrees, seven minutes, three seconds West (N. 07°-07'-03" W.), and a chord distance of one hundred seven and eighty-three hundredths feet (107.83'), to a point of tangency, thence;
- 5) North twenty-eight degrees, eleven minutes, zero seconds West (N. 28°-11'-00" W.), a distance of two hundred forty-nine and sixteen hundredths feet, (249.16'), to a point in the aforementioned southerly right-of-way line of Lackawanna Drive/County Route 607, thence;
- 6) Along the aforementioned southerly right-of-way line of Lackawanna Drive/County Route 607, South fifty-seven degrees, thirty-four minutes, fifty-two seconds West (S. 57°-34'-52" W.), a distance of fifty and fourteen hundredths feet, (50.14'), to the point and place of beginning.

Containing 18,733 SF ± of land, be the same more or less.

HAROLD E. PELLOW & ASSOCIATES, INC.
Consulting Engineers, Planners & Land Surveyors
17 PLAINS ROAD
AUGUSTA, NEW JERSEY 07822-2009

HAROLD E. PELLOW
NJ PROFESSIONAL ENGINEER &
LAND SURVEYOR #13229

PHONE: (973) 948-6463
FAX: (973) 948-2916
hpellow@hpellow.com

Subject to the rights of any utilities or easements of record, should any exist.

This description written June 28, 2024 by Harold E Pellow & Associates, Inc., Consulting Engineers, 17 Plains Road, Augusta, New Jersey 07822-2009.

PRELIMINARY

David B. Simmons, Jr., P.E., L.S., P.P., C.M.E.
New Jersey Professional Engineer and Land Surveyor #27831
Certificate of Authorization No. 24GA27959300

SEAL

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PURCHASE ORDER

THIS P.O.# MUST APPEAR ON ALL
VOUCHERS, CORRESPONDENCE,
INVOICE, SHIPMENTS, ETC.

27576

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Township of Byram
10 Mansfield Drive
Stanhope, NJ 07874
Phone: (973) 347-2500 Ext 133
Fax (973) 347-6446
Tax Exempt No. 22-6001696

PO DATE
09/07/2023

CONTRACT NO.

REQ NO.
27933

DEPARTMENT
AFrueholz

Sign and Return for Payment

V
E
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D
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R

3581
FRENCH & PARRELLO ASSOCIATES, PA
1800 ROUTE 34
SUITE 101
WALL NJ 07719

S
H
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P
T
O

Township of Byram
10 Mansfield Drive
Stanhope NJ 07874

DESCRIPTION / SPECIAL INSTRUCTIONS

ENGINEERING SERVICES - CO JOHNSON DOG PARK & PARK IMPROVEMENTS #167-23

ACCOUNT	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
0121307740001002	1.000		ENGINEERING SERVICES FOR CO JOHNSON DOG PARK & PARK IMPROVEMENTS - APPROVED 09/05/2023 R #167-2023 - NOT TO EXCEED \$137,790.00	137790.000	137,790.0
PO Total					137,790.00



APPROVAL FOR PURCHASE

09/07/2023

TOWNSHIP MANAGER

DATE

DEPARTMENT CERTIFICATION

DATE

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

CERTIFICATION OF FUNDS

09/07/2023

Chief Financial Officer

DATE

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

9/7/2023

Vendor sign here

DATE

PAYMENT RECORD

Date	Check Number	Approved for Payment

As per N.J.A.C. 17:44-2.2, "The vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."
All vendors are required to comply with N.J.S.A. 52:3244, NJ Business Registration Certificate Program. Information is available by calling 609-292-9292.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 167- 2023**

**AUTHORIZING APPOINTMENT AND AWARD OF A PROFESSIONAL SERVICE CONTRACT TO
FRENCH & PARRELLO ASSOCIATES FOR THE BYRAM TOWNSHIP DOG PARK & CO JOHNSON
PARK IMPROVEMENTS**

WHEREAS, the Mayor and Council intend by this resolution to award to French & Parrello Associates a professional services contract for the Byram Township Dog Park & CO Johnson Park Improvements; and

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

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

WHEREAS, French & Parello Associates, submitted a proposal dated June 8, 2023 for an amount not to exceed \$137,790.00; and

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

WHEREAS, funds are available through Highlands Grant Fund;

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

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

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

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

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

BYRAM TOWNSHIP COUNCIL

	Councilman Boncker	Councilwoman Franco	Councilman Gallagher	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 September 5, 2023.


Cynthia Church, RMC
Township Clerk



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

June 8, 2023

Mr. Joseph Sabatini
Township Manager
Township of Byram
10 Mansfield Drive
Stanhope, New Jersey 07874

Re: **Byram Township Dog Park & Co Johnson Park Improvements**
Township of Byram, Sussex County, New Jersey
FPA No. 16801.PR2

Dear Mr. Sabatini:

French & Parrello Associates, PA (FPA) is pleased to provide Engineering and Landscape Architecture services for development of a dog park and improvements to C.O. Johnson Park in Byram Township. After completing the master plan for C.O. Johnson Park with Byram Township, we understand how excited the Township is to bring the master plan to reality.

The dog park will be placed directly across from the C.O. Johnson Park existing auxiliary parking area, which is located on Roseville Road. The property is an existing wooded lot with hiking trails throughout. The dog park will be environmentally sensitive in its design and layout such that it fits in with the natural setting of the property. The fenced enclosure of the dog park will be nestled into the existing forest utilizing existing clearings, which will be enhanced by removing invasive ground cover and dead or dying trees and maintaining the existing established trees. The dogs and dog owners will enjoy the existing tree canopy that is preserved, which will provide them with shade from the sun. The project will incorporate context-sensitive materials within the park such that the improvements will fit in with the natural setting of the property. The dog park will be located off of the existing hiking trail network to seamlessly fit into the natural setting of the park.

The project will also include various improvements to the C.O. Johnson Park facility. The existing park was constructed in the 1970's with periodic improvement over the years. The project will include an updating of the facility to modernize the facility. This will include an expansion of the existing walking trail network within the park and the inclusion of additional parking to handle the popularity of the facility. It will also include improvements to the stormwater infrastructure of the park. The existing stormwater basin will be relocated and reconstructed to fit into the park and provide green



infrastructure elements to the park. We will incorporate items such as rain gardens, pervious pavement, and other stormwater best practice measures into the stormwater management plan for the park to the maximum extent feasible, depending in part on infiltration test results. Landscape plans will specify use of non-invasive, drought-resistant plantings selected based on the Highlands Council recommended planting list.

The proposed improvements to the detention basin will include a reconstruction of the existing natural grass fields, which are currently not functioning properly to serve the community. This will include the reconfiguration of small practice field (CO7) and large all-purpose field (CO8), and the redevelopment of softball field (CO4) as detailed in the Master Plan.

Improvements will also include new and realigned walking paths throughout the park. Walking paths will be reconfigured to provide an alignment which will allow recreational walkers to have a continuous walking path throughout the park to enjoy.

These proposed improvements will include additional impervious cover on C.O. Johnson Park. It is our intention to use additional impervious cover permitted by Highlands on the dog park parcel, to accommodate the improvements to the C.O. Johnson parcel. The utilization of this impervious cover on a different parcel will need to be approved by NJDEP through a Highlands Preservations Area Approval. Through our preliminary conversation with NJDEP, we anticipate that this will be permitted.

To help the Township accomplish their goal, FPA has developed the following scope of services.

Scope of Work

I. Concept Plan

To commence the project, FPA will generate a concept for the overall improvements of the CO Johnson property as well as the dog park property. This updated concept will take into account the changes in design anticipated for the site. The plan will include the relocated basin, dog park, and improvements to a small practice field (CO7) and large all-purpose field (CO8), and the redevelopment of softball field (CO4).

The plan will be developed and submitted to the NJDEP for a preapplication meeting. The purpose of the meeting will be to get input from the NJDEP as to the direction of the project to confirm the scope and design as proposed.

II. Project Meetings

FPA will attend meetings with the Township, the project development team, and outside agencies on an as-needed basis to address questions related to the Site Plan. We will prepare presentation plans for the meetings.

It is impossible to determine the level of effort necessary to provide these services, therefore we are providing a budgetary estimate for your use. This work will be performed on a time & material



basis.

III. Dog Park Design

a. Preliminary Engineering Drawing

The topographic information previously prepared for the Dog Park will be used for the preparation of the base map. FPA will update the existing concept plan to comply with the new layout proposed for the site and incorporate the recommendations for the proposed Dog Park. The preliminary site plan will include the following elements: new prefabricated shed, two separately fenced-in enclosures for large and small dogs, potential parking area, sidewalk, entry signage, benches, leash hanger, agility course for both areas, driveway gates, trash receptacles, dog bag stations, and dog park rules. The existing concept plan has already been developed; therefore, it is anticipated that limited modifications to the plan are required.

b. Infiltration Testing

The proposed project will include a parking lot which will require the implementation of stormwater management control measures. These measures will incorporate water quality and groundwater recharge components, such as use of pervious pavement materials. FPA will perform test pits to verify the suitability of the soils to provide for recharge. It is anticipated that the Township will provide an excavator and operator suitable for performing test pits. FPA will perform geotechnical logs and permeability testing. It is anticipated that the test pits and permeability testing can be performed in a single day.

c. Contract Documents (90% Submission)

Upon the completion of the Preliminary Engineering Drawing and Documents, FPA will begin preparing the Contract Documents (90% Submission).

FPA Civil/Site will prepare for dog park the following:

- 1) Cover Sheet including the project name, zoning and location maps, plan sheet table of contents and appropriate signature blocks.
- 2) Demolition Plan – We will prepare a demolition plan to identify the existing items that will need to be removed or replaced at the time of construction. Provide notes regarding the removal of all debris and direct the contractor to contact the utility companies prior to excavation.
- 3) Site Plan of approved Concept – We will prepare a site plan which will locate the prefabricated shed, identify the location of the walking paths, potential parking area, perimeter fencing, location of benches, location of trash receptacles, two (2) dog agility courses and signage.
- 4) Grading and Drainage plan – A grading and drainage plan will be developed for the selected concept which complies with the local and County requirements for maximum slopes, retaining wall heights etc. In conjunction with the grading plan, we will prepare a



stormwater drainage system design as necessary to comply with the local and



NJDEP requirements for stormwater management. The determination as to the most appropriate type of stormwater management system cannot be determined until the final design concept is selected.

- 5) Soil Erosion and Sediment Control plan – We will prepare documents for the selected concept for submittal to the Soil Conservation District for certification. These documents will include plans showing the location of the various soil erosion measures, details of the soil erosion measures and district notes.
- 6) Construction Detail- we will prepare construction details of the various site improvement items including concrete curbing, decorative sidewalks, sidewalks, pavement, and fencing.
- 7) Outline specifications – We will prepare a technical specification based on the most current Masterspec format.
- 8) Revise cost estimate – We will revise our cost estimate from the schematic phase of this project to reflect any new changes to the site design.

FPA Landscaping will prepare the following:

Landscaping plan – It is anticipated that landscaping will be limited to the dog park area and along the walkway. This plan will identify the location, type and size of the proposed vegetation. Details and notes regarding the installation of the vegetation will be provided. We will provide an outline of the technical specifications for landscaping. The landscape plan will specify use of non-invasive, drought-resistant plantings selected based on the Highlands Council recommended planting list.

IV. Co Johnson Park Improvements

a. Boundary Survey

FPA will contract with a local surveyor to prepare a Boundary Survey of the C.O. Johnson Park parcel known as Lot 1 Block 351.

b. Topographic Survey

FPA will prepare a Topographic Survey for Lot 1 Block 351. The limited topographic survey shall be approximately 50 acres. The topographic survey will be based on an aerial survey. The horizontal and vertical datum for this project will be NAD83 / NAVD88. The scale of the plans will be one (1) inch equals 30 feet, with a 1-foot contour interval. Utilities shown on the plan will be based on above ground field locations, existing mapping, and any mark out found in the field at the time of the survey.

Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies may be used as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise, necessary to locate those features to an acceptable



accuracy. If requested, the surveyor shall (a) discuss the ramifications of such methodologies (e.g., the precision and completeness of the data gathered thereby) with the client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.

Utilities shown on the plan will be based on above ground field locations, existing mapping, and any mark out found in the field at the time of the survey.

c. Preliminary Engineering Drawing

Upon completion of the appropriate data collection and preparation of the base map, FPA will prepare one (1) preliminary site layout plan along with design options and recommendations for the proposed parking lot at the south end of the property. The preliminary site plan will include the following elements:

- Parking layout for approximately 70 cars
- Vehicle circulation
- Perimeter drive aisle connecting proposed and existing parking lots.
- Reconfiguration of small practice field (CO7) and large all-purpose field (CO8).
- Redevelopment of softball/baseball field (CO4).
- Relocation of Existing Detention Basin
- Reconfiguration of walking paths throughout park
- Incorporation of Green Infrastructure Elements into the park

The preliminary site layout plan will be limited to one review with revisions by the Township representatives prior to the final presentation to Byram Township. FPA will make any minor revisions that are discussed at the presentation. FPA will prepare one final preliminary cost estimate for the final approved layout for the Township to display or have on record.

d. Infiltration Testing

The proposed project will include parking lot surfaces which will require the implementation of stormwater management control measures. The design will incorporate water quality and groundwater recharge components, such as use of pervious pavement materials. FPA will perform test pits to verify the suitability of the soils to provide for recharge. It is anticipated that the Township will provide an excavator and operator suitable for performing test pits. FPA will perform geotechnical logs and permeability testing. It is anticipated that the test pits and permeability testing can be performed in a single day.

e. Irrigation System Design

It is our understanding that the existing irrigation system on large all-purpose field (CO8) is not functioning properly. As part of this project, field CO8 will be reconstructed to provide proper drainage, therefore the existing irrigation system will be replaced. FPA will prepare a design specification and plan which



sets the parameters and specifications for irrigating 3 fields (small practice field (C07), large



all-purpose field (C08), and the redevelopment of softball field (C04)). This final design will be prepared by the irrigation contractor as part of the submittal process.

f. Sport Field Lighting

This plan will illustrate the lighting project for three (3) proposed grass athletic fields. This plan will conform to accepted lighting standards. FPA will prepare an electrical design to support the proposed lights. The design will incorporate electrical wiring and control for the lights. It is understood that the township may not be incorporating the full lighting buildout into this phase, and this contract may include lighting conduit only.

g. Stormwater Management Design

It is anticipated that this project will disturb over 1 acre of land and generate over ¼ acre of new impervious, therefore the project will be subject to NJDEP stormwater management regulations. The cost to provide a design of stormwater improvements has been included in this proposal. The regulations require that the project incorporate stormwater management measures to address water quantity, quality, and groundwater recharge. It is noted that the proposed design will include relocating the existing detention basin. FPA will incorporate into the plans the design of a detention basin or other measures to meet the NJDEP stormwater management regulations. These calculations will be summarized in a report:

h. Contract Documents (90% Submission)

Upon the completion of the Preliminary Engineering Drawing and Documents, FPA will begin preparing the Contract Documents (90% Submission).

FPA Civil/Site will prepare for the proposed parking lot the following:

- 1) Cover Sheet including the project name, zoning and location maps, plan sheet table of contents and appropriate signature blocks.
- 2) Demolition Plan – We will prepare a demolition plan to identify the existing items that will need to be removed or replaced at the time of construction. Provide notes regarding the removal of all debris and direct the contractor to contact the utility companies prior to excavation.
- 3) Site Plan of approved Concept – We will prepare a site plan which will locate the proposed improvements as defined above.
- 4) Grading and Drainage plan – A grading and drainage plan will be developed for the selected concept which complies with the local and County requirements for maximum slopes, retaining wall heights etc. In conjunction with the grading plan, we will prepare a stormwater drainage system design as necessary to comply with the local and NJDEP requirements for stormwater management. The determination as to the most appropriate type of stormwater management system cannot be determined until the final design



concept is selected.

- 5) Soil Erosion and Sediment Control plan – We will prepare documents for the selected concept for submittal to the Soil Conservation District for certification. These documents will include plans showing the location of the various soil erosion measures, details of the soil erosion measures and district notes.
- 6) Construction Detail- we will prepare construction details of the various site improvement items including concrete curbing, decorative sidewalks, sidewalks, pavement, drainage inlets, pipe trench, natural pool layout, tree wrap sketch, modular block walls (where necessary) ornamental fencing and handicap signs and curb ramp details.
- 7) Outline specifications – We will prepare a technical specification based on the most current Masterspec format.
- 8) Revise cost estimate – We will revise our cost estimate from the schematic phase of this project to reflect any new changes to the site design.

FPA Landscaping will prepare the following:

Landscaping plan – We anticipate that some landscaping will be provided for the entry drive, parking area and along the walkways. This plan will identify the location, type and size of the proposed vegetation. Details and notes regarding the installation of the vegetation will be provided. We will provide an outline of the technical specifications for landscaping. The landscape plan will specify use of non-invasive, drought-resistant plantings selected based on the Highlands Council recommended planting list.

V. Reimbursable Expenses

Client shall pay FPA for reimbursable expenses, printing and reproduction courier and express delivery service, bulk/special mailings, facsimile transmissions, specialized equipment and laboratory charges, GPS Survey Equipment usage, other costs of acquiring materials specifically for Client and related charges. The reimbursable expenses will be added to each monthly invoice. We have included a budgetary estimate for reimbursable expenses as follows:



Fee Amounts

Our fees for this project are summarized as follows:

I. Concept Plan	
a. Concept Plan	\$7,000
II. Meetings	
b. Project Meetings	\$6,000
III. Dog Park Design	
a. Preliminary Engineering Design	\$6,000
b. Infiltration Testing	\$1,800
c. Contract Documents	\$12,450
IV. Co Johnson Park Improvements	
a. Boundary Survey	\$17,600
b. Topographic Survey	\$11,400
c. Preliminary Engineering Design	\$15,300
d. Infiltration Testing	\$1,800
e. Irrigation System	\$10,700
f. Sport Field Lighting	\$10,400
g. Stormwater Management Design	\$9,900
h. Contract Documents	\$35,800
V. Reimbursable Expenses	Budget Amount \$1,000
<u>DESIGN TOTAL.....</u>	<u>(Estimated Fee - \$ 137,790)</u>

Specific Conditions

- A. The general terms and conditions which French & Parrello Associates, P.A. enters into agreements are attached to the rear of this proposal and are hereby made part of this agreement.
- B. The above proposal does not include within the quoted prices the following:
1. Any work not specifically stated herein.
 2. Utility studies or design.
 3. Environmental and geotechnical Services.
 4. Well flow tests and modification.
 5. Backhoe for test pit excavation
 6. NJDEP Permitting



Closing

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

On behalf of French & Parrello Associates, P.A., I want to thank you for this opportunity.

Respectfully submitted,
FRENCH & PARRELLO ASSOCIATES

Michael J. Piga LLA
Landscape Architect Services
Vice President
Michael.Piga@fpaengineers.com

Denis Keenan, PE CMECFM
Regional Manager
Vice President
Denis.Keenan@fpaengineers.com

Proposal Accepted By:

Name (Printed): _____

Title and Company: _____

Signature: _____ Date: _____

Telephone: _____ Fax: _____

Accounts Receivable Representative:

Contact Name: _____

Email: _____

Address: _____

Telephone: _____ Fax: _____



2023 Schedule of Fees

Senior Project Consultant.....	\$240.00/hr.
Project Consultant.....	\$215.00/hr.
Senior Project Manager.....	\$200.00/hr.
Project Manager.....	\$185.00/hr.
Senior Engineer	\$175.00/hr.
Project Engineer	\$150.00/hr.
Senior Staff Engineer	\$125.00/hr.
Staff Engineer	\$110.00/hr.
Licensed Site Remediation Professional (LSRP)	\$200.00/hr.
Professional Geologist	\$150.00/hr.
Senior Environmental Specialist.....	\$150.00/hr.
Senior Environmental Scientist	\$145.00/hr.
Environmental Project Coordinator.....	\$140.00/hr.
Environmental Engineer	\$120.00/hr.
Environmental Scientist.....	\$115.00/hr.
Environmental Permitting Assistant	\$105.00/hr.
Environmental Technician	\$100.00/hr.
Licensed Landscape Architect	\$170.00/hr.
Landscape Designer	\$115.00/hr.
Professional Planner	\$150.00/hr.
Professional Land Surveyor	\$200.00/hr.
Senior Designer	\$145.00/hr.
Designer	\$130.00/hr.
Senior Drafter	\$115.00/hr.
Drafter	\$105.00/hr.
Technical Coordinator.....	\$95.00/hr.
Survey Party Chief	\$140.00/hr.
Senior Survey Technician.....	\$125.00/hr.
Survey Technician.....	\$105.00/hr.
Survey Field Crew (two person).....	\$245.00/hr.
Survey Field Crew Robotic (1 person)	\$205.00/hr.
Lab Supervisor	\$120.00/hr.
Resident Engineer	\$135.00/hr.
Senior Field Representative	\$100.00/hr.
Field Representative	\$95.00/hr.
Field Technician.....	\$85.00/hr.
Staff Professional.....	\$70.00/hr.
Technical Assistant	\$85.00/hr.
Administrative Services	\$70.00/hr.



2023 Miscellaneous Reimbursable Expenses

Miscellaneous Office Services

Mileage (Employee Travel Time will be Invoiced at the Individuals Hourly Rate, Door-To-Door)	\$0.655 / mile
Certified Mailing/Return Receipt	\$6.80 + postage / piece
Express Delivery Service (Federal Express, etc.)	Calculations per weight / piece
USPS Package Mailing (Plans/Reports)	Postage + 15% / piece

Plotting and Graphic Services

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



GENERAL CONDITIONS OF SERVICES

Client: Township of Byram

Project Name: Byram Township Dog Park

Project Number: 16801.PR2

Date: May 11, 2023

A. SCOPE OF SERVICES

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

B. FEE

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

C. BILLINGS/PAYMENTS

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

D. STANDARD OF CARE

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

E. HIDDEN CONDITIONS

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

F. INFERRED CONDITIONS

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

G. STANDARDS AND CODES

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

H. RIGHT OF ENTRY

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

I. UTILITIES

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

J. CHANGED CONDITIONS

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



K. DISCOVERY OF UNANTICIPATED POLLUTANT RISKS

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

L. CERTIFICATIONS

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

M. RISK ALLOCATION

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

N. INDEMNIFICATION

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

O. NO SPECIAL OR CONSEQUENTIAL DAMAGES

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

P. OWNERSHIP OF DOCUMENTS

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

Q. TERMINATION

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

R. DISPUTES RESOLUTION

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

S. SAFETY

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

T. SAMPLES AND WELLS

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

U. BIOLOGICAL POLLUTANTS

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

V. ENTIRE AGREEMENT

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



FEE AMOUNTS

Our fees for this project are summarized as follows:

I. CONCEPT PLAN

- a. CONCEPT PLAN \$7,000

II. MEETINGS

- b. Project Meetings..... \$5,000

III. DOG PARK DESIGN

- a. Preliminary Engineering Design \$6,000
b. Infiltration Testing..... \$1,800
c. Contract Documents \$12,450

IV. CO JOHNSON PARK IMPROVEMENTS

- a. Boundary Survey \$17,600
b. Topographic Survey \$11,400
c. Preliminary Engineering Design \$15,300
d. Infiltration Testing..... \$1,800
e. Irrigation System \$9,700
f. Sport Field Lighting \$8,400
g. Stormwater Management Design \$8,900
h. Contract Documents \$31,440

V. REIMBURSABLE EXPENSE Budget Amount \$1,000

DESIGN TOTAL.....(Estimated Fee - \$ 137,790)

01-213-07-740-001002 OS & Recreation Plan - CO Park (15)

From 01/01/2023 to 07/17/2024

Date	Source	PO#	Contract#	Check #	Vendor #	Vendor/Description	Budget	Debit	Credit	PO Encumber	PO Payment	Balance (CR)
9/ 6/2023	GJ 144					To realize 2023 grant revenue and setup reserve.			122,250.00			122,250.00
9/ 6/2023	GJ 145					To reallocate monies by approved Highlands Transfer.			15,540.00			137,790.00
9/ 7/2023	ENC	27576				ENGINEERING SERVICES FOR CO JOHNSON DOG PARK				137,790.00		-
11/ 9/2023	DJ 2883	27576		7767	3581	FRENCH & PARRELLO ASSOCIATES, INV#143184 OCTOBER 2023 PROFESSIONAL SERVICES - CO JOHNS			(7,490.00)		7,490.00	-
12/20/2023	DJ 3279	27576		7988	3581	FRENCH & PARRELLO ASSOCIATES, INV#143963 NOVEMBER 2023 PROFESSIONAL SERVICES - CO JOHN			(6,899.00)		6,899.00	-
2/ 7/2024	DJ 142	27576		8185	3581	FRENCH & PARRELLO ASSOCIATES, INV#144705 DECEMBER 2023 PROFESSIONAL SERVICES - CO JOHN			(3,619.00)		3,619.00	-
3/20/2024	DJ 619	27576		8445	3581	FRENCH & PARRELLO ASSOCIATES, INV#145686 FEBRUARY 2024 PROFESSIONAL SERVICES - CO JOHN			(11,672.25)		11,672.25	-
4/ 3/2024	DJ 755	27576		8505	3581	FRENCH & PARRELLO ASSOCIATES, INV#146317 MARCH 2024 PROFESSIONAL SERVICES - CO JOHNSON			(1,967.50)		1,967.50	-
7/17/2024	DJ 1962	27576		9005	3581	FRENCH & PARRELLO ASSOCIATES, INV#148568 JUNE 2024 PROFESSIONAL SERVICES - CO JOHNSON			(6,918.00)		6,918.00	-
							-	-	137,790.00	99,224.25	38,565.75	-