

**TOWNSHIP OF BYRAM  
COUNCIL MEETING AGENDA  
TUESDAY, SEPTEMBER 20, 2011 - 7:00 P.M.**

**1. CALL MEETING TO ORDER**

**2. OPEN PUBLIC MEETING STATEMENT**

Adequate notice of this meeting has been made in accordance with the Open Public Meetings Act, NJSA 10:4-6 by forwarding the annual notice to the New Jersey Herald posting the agenda on the bulletin board located in the Council Meeting Room and the Township website and by filing same with the Township Clerk.

**3. ROLL CALL**

**4. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENT REFLECTION**

**5. APPROVAL OF AGENDA**

**6. REPORTS**

- Township Manager
- Mayor and Council Members
- Township Attorney

**7. 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.**

**8. APPROVAL OF MINUTES**

- September 6, 2011 Regular Meeting Minutes
- September 6, 2011 Executive Session Minutes
- September 12, 2011 Special Budget Work Session Meeting Minutes

**9. 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. 111-2011 - Resolution Authorizing Execution with the Morris County Cooperative Pricing Council to Renew Membership for the Period of October 1, 2011 through September 30, 2016
- B. Resolution No. 112-2011 – Resolution for Award of bid to Merchantville Overhead Door Company under the New Jersey State Contract # T1343
- C. Resolution No. 113-2011 – Resolution Accepting a 2011 Energy Efficiency and Conservation Block Grant (EECB), funded through the American Recovery and Reinvestment Act (ARRA), for the Purchase/Installation of Insulated Garage Doors
- D. Resolution No. 114-2011 – Resolution Authorizing the Award of a Contract to Tree King, Inc. for the Removal of Hazardous Trees
- E. Resolution No. 115-2011 – Resolution Authorizing In Rem Foreclosure of the Tax Sale Certificates on the Attached Tax Foreclosure List
- F. Resolution No. 116-2011 – Resolution Awarding a Contract for Electronic Recycling Services at No Charge

**10. APPROVAL OF SEPTEMBER 20, 2011 BILL LIST**

**11. RECREATION COMMITTEE MEMBER APPOINTMENT**

**12. ORDINANCE NO. 13-2011 – Introduction**

- Ordinance Establishing That a Business Entity Which Makes Political Contributions to Municipal Candidates and Municipal and County Political Parties in Excess of Certain Thresholds shall be Limited in its Ability to Receive Public Contracts from the Township of Byram in the County of Sussex

**13. PUBLIC PARTICIPATION II**

**14. RESOLUTION FOR EXECUTIVE SESSION**

- Attorney Client Privilege Information – Sewer Charges/Stanhope Sewer Agreements
- Contract Negotiations – United Bow Hunters of New Jersey

**15. RETURN TO OPEN SESSION**

**16. ANY OTHER BUSINESS THE COUNCIL DEEMS NECESSARY**

**17. ADJOURNMENT**

**TOWNSHIP OF BYRAM  
RESOLUTION NO. 111- 2011**

**AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE MORRIS COUNTY  
COOPERATIVE PRICING COUNCIL TO RENEW MEMBERSHIP THEREIN FOR THE  
PERIOD OF OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2016**

**WHEREAS**, the Morris County Cooperative Pricing Council (“MCCPC”) was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of educations, and other public bodies located in the County of Morris and adjoining counties; and

**WHEREAS**, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

**WHEREAS**, the Township of Byram desires to enter into an Agreement with the MCCPC, which is administered by Randolph Township as Lead Agency to **renew** its membership in the MCCPC for the period of October 1, 2011 through September 30, 2016.

**BE IT RESOLVED**, by the Township of Byram, County of Sussex, State of New Jersey as follows:

1. The Mayor and Council of the Township of Byram hereby authorizes the execution of an Agreement with the Morris County Cooperative Pricing Council by the Township of Randolph as Lead Agency dated October 1, 2011 pursuant to N.J.S.A. 40A:11-11(5). Said Agreement is for **renewal** of membership in the MCCPC for a five (5) year period from October 1, 2011 through September 30, 2016.

2. The Byram Township Clerk is hereby directed to submit a copy of this adopted Resolution, along with an executed Agreement, to Randolph Township as Lead Agency of the MCCPC.
3. This Resolution shall take effect immediately upon final passage according to law.
4. All appropriate Byram Township officials are authorized and directed to perform all required acts to affect the purpose of this Resolution.

**BYRAM TOWNSHIP MAYOR AND COUNCIL**

**C E R T I F I C A T I O N**

I, Doris J. Flynn, Clerk of the Township of Byram, hereby certify the foregoing to be a true copy of a Resolution adopted by the Byram Township Mayor and Council at a duly convened meeting held on September 20, 2011.

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Doris J. Flynn, RMC



MORRIS COUNTY COOPERATIVE PRICING COUNCIL  
A SHARED SERVICES SUCCESS STORY SINCE 1974

Morris County Cooperative Pricing Council  
502 Millbrook Avenue, Randolph, NJ 07869-3799  
Tel: (973) 989.7059 • Fax: (973) 989.7076

**MORRIS COUNTY COOPERATIVE PRICING COUNCIL AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between

Township of Byram

10 Mansfield Drive

Stanhope, NJ 07874

("Contracting Unit")

and:

**MORRIS COUNTY COOPERATIVE PRICING COUNCIL, by the TOWNSHIP OF RANDOLPH**, a Municipal Corporation of the State of New Jersey 07869-3799, Acting as Lead Agency for the Morris County Cooperative Pricing Council.

("MCCPC")

**WITNESSETH:**

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes two or more contracting units to enter into a cooperative pricing agreement for the purchase of work, materials and supplies; and

**WHEREAS**, the MCCPC was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of educations, and other public bodies located in the County of Morris and adjoining counties; and

**WHEREAS**, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

**WHEREAS**, the Contracting Unit is desirous of entering into said Agreement to join or renew membership in the MCCPC.

**NOW, THEREFORE, IN CONSIDERATION** of the promises and of the covenants, terms and conditions herein set forth, it is mutually agreed as follows:

1. The term of this Agreement shall be from **OCTOBER 1, 2011** to **SEPTEMBER 30, 2016**, subject to the approval of the Division of Local Government Services. Each Contracting Unit shall execute a separate, identical Agreement with the MCCPC establishing or renewing its membership with the MCCPC. All parties shall have approved the within Agreement by Ordinance or Resolution as appropriate. An executed Agreement and authorizing Ordinance or Resolution shall be submitted to the Lead Agency. Any party to this Agreement shall give written notice to the Lead Agency of its intention to terminate its participation in the MCCPC by August 31<sup>st</sup> of any year during the Agreement term. Said termination shall be effective on October 1<sup>st</sup> following said notice. The withdrawal of any member in the MCCPC shall not invalidate the Agreement.
2. The MCCPC shall be administered by the Lead Agency. The Lead Agency is hereby designated as Randolph Township. The Lead Agency shall prepare bid specifications, advertise for bids, receive and evaluate bids and award contracts pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.
3. The Lead Agency shall have sufficient funds to enable it to administer the MCCPC.  
  
It is agreed that each member shall pay to the Lead Agency an annual fee of One Thousand Two Hundred Fifty Dollars **(\$1,250.00)** as their estimated prorated share of the administrative expenses. **A DISCOUNT IN THE AMOUNT OF ONE HUNDRED FIFTY DOLLARS (\$150.00) SHALL BE APPLIED TO MEMBERS WHO SUBMIT THEIR PAYMENT EARLY.** A reduced fee of One Thousand One Hundred Dollars **(\$1,100.00)** can be submitted in lieu of the full fee if said payment is received by the Lead Agency within forty-five **(45) days** from the date of the invoice. The full fee is due to the Lead Agency within ninety **(90) days** from receipt of the invoice from the Lead Agency. Failure of any member to submit the annual fee to the Lead Agency within ninety (90) days of the date of the invoice shall result in the termination of membership.  
  
The annual fee is for the administration of the MCCPC and does not cover fees associated with litigation costs.  
  
Members may join or rejoin the MCCPC at any time for a prorated fee to be determined by the Lead Agency.
4. Each member of the MCCPC shall provide the Lead Agency with one contact person. The MCCPC shall provide the designated contact person for each member with all notices and correspondence related to the MCCPC.
5. The Lead Agency shall hold an annual meeting of the members to update the members on the MCCPC activities, provide a forum for the exchange of ideas and to address any concerns.

6. The work, materials or supplies to be bid by the MCCPC may include the following:

Contract	Description
#1	Motor Gasoline
#2	#2 Fuel Oil (Heating)
#3	Rock Salt & Liquid Calcium Chloride
#4	Snow Grits
#5	Paving Materials
#6	Road Resurfacing
#7	Drainage Pipe (Delivered)
#8	Anti-Freeze
#9	Crushed Stone, Gravel & Sand
#10	Lumber, Insulation, Hardware & Paint Supplies
#11	Motor Oils
#12	#2 Ultra Low Sulfur Diesel Fuel
#13-A	Fire Equipment Services
#13-B	Fire Water Pumps on Motorized Fire Apparatus (Repair/Rebuilding/Preventive Maintenance Contract)
#14	Catch Basins & Manhole Castings
#15-A	Police Pursuit Vehicles
#15-B	Administrative Passenger Vehicles
#15-C	Utility Vehicles
#15-D	Dump Bodies
#15-E	Hybrid Vehicles
#16	Office Supplies
#17	Water Treatment Chemicals
#18	Tree Removal, Trimming & Stump Grinding Services
#19	Cinder & Concrete Blocks
#20-A	Sporting Goods (Spring/Summer Sports)
#20-B	Sporting Goods (Winter/Fall Sports)
#21	Oil & Stone Treatment
#22	D.P.W. Uniforms & Shoes (Purchase)
#23	Police Uniforms & Equipment
#24	Bagged Cement & Poured Concrete
#25	Janitorial Supplies
#26	Beam Guide Rail & Safety Ends (Installed)
#27	Traffic Paint
#28	Sign Materials
#29	Pest Control Services (Buildings)
#30	Office Paper Supplies
#31	Calcium Chloride Bags
#33	Clay for Athletic Fields
#34	Tree Spraying
#35	Light Bulbs

#36	Traffic Striping on Roadways
#37	Traffic Signal Maintenance & Repairs
#38	Preventive Maintenance/Repair of Communications Equipment (Radios)
#39	Furnishing Trophies & Plaques
#40	Personal Protection Items & Equipment for Emergency Personnel
#41	Purchase of Communications Equipment (Radios), No Installation
#42	Landscaping Materials
#43	Propane Gas
#44	Welding Supplies
#45	Septic Pumping/Sludge Removal & Disposal Services
#46	Preventive Maintenance & Repairs of Emergency Generators
#47	Water Meters/Data Recorders & Radio Frequency Meter Interface Units
#48	Equipment Parts for Turf Care
#49	Disposal/Recycling of Municipal Road Clean-Up Materials (Street Sweepings/Asphalt/Concrete/Soil/Dirt)
#50	Fire Department Uniforms (Purchase)
#51	Deer Carcass Removal & Disposal
#52	Fire Alarms, Sprinklers, Standpipe Systems, Fire Pumps (Preventive Maintenance Contract)
#53	Fencing Materials & Installation

Contracts may be added or deleted as determined by the Lead Agency to be in the best interests of the MCCPC.

7. During the preparation of the bid specifications, the Lead Agency shall solicit estimated quantities of materials desired from the members for those contracts where appropriate. Said estimated quantities shall be included in the bid specifications. The bid specifications shall clearly provide to all vendors that said estimated quantities are simply estimates and the actual quantity ordered may be more or less. Similarly, members may not rely upon the estimated quantity submitted but instead all orders are subject to availability by the vendor at the time the order is actually placed by the member.
8. The ordering of materials or services through the MCCPC contracts shall be the individual responsibility of each of the members and the vendor shall bill each of the members directly for the materials or services obtained by that member directly. Each of the members shall be liable only for materials and services ordered by and received by it, and none, by virtue of this Agreement, assures any additional liability. Additionally, the MCCPC and the Lead Agency are not liable for materials or services ordered by and received by the individual members.
9. All complaints and/or problems associated with contracts awarded through the MCCPC must be submitted in writing to the Lead Agency. To the extent possible given the limited jurisdiction of the MCCPC, the Lead Agency will attempt to resolve all issues on behalf of its members. Reporting of all issues is also required so that they can be taken into consideration for future contracts.

- 10. Nothing in this Agreement shall prevent any party from bidding, awarding and entering into Contracts for the purchase of goods or services individually on its own behalf.
- 11. The purpose of the MCCPC is to cooperatively bid contracts in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., for the purchase of goods and services in an effort to obtain the most competitive prices for the public body members. The MCCPC and Randolph Township as Lead Agency do not accept liability for damages which relate to or arise out of the ordering of, purchasing of or payment for goods or services by members under the MCCPC contracts.
- 12. This Agreement shall be binding upon and endure to the benefit of the successors and Assigns of the respective parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

ATTEST:

\_\_\_\_\_  
 Township of Byram  
 (insert member agency)

Doris J. Flynn

\_\_\_\_\_  
 James Oscovitch

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

MORRIS COUNTY COOPERATIVE PRICING  
 COUNCIL by TOWNSHIP OF RANDOLPH  
 as Lead Agency

Anita Doerr  
 Secretary/MCCPC Coordinator

\_\_\_\_\_  
 John C. Lovell  
 Township Manager/MCCPC Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWNSHIP OF BYRAM  
SUSSEX COUNTY, NEW JERSEY  
RESOLUTION NO. 112 - 2011**

**Resolution for Award of bid to Merchantville Overhead Door Company under the New Jersey State Contract # T1343**

WHEREAS, the NJ State Contract program within the Division of the Treasury advertised and received bids for the replacement of overhead doors; and

WHEREAS the following vendor was awarded a contract for overhead door replacement (State Contract #T1343), thereby allowing the Township of Byram the opportunity of direct purchase without competitive bidding:

Merchantville Overhead Door Company  
220 Kaighn Avenue  
Camden, NJ 08103

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of Byram does hereby authorize the award of a contract for \$32,621.00 for the purchase and installation of six insulated garage doors for the DPW garage; and

BE IT FURTHER RESOLVED that upon, receipt, inspection, and approval of voucher by the Township of Byram, payment, pursuant to said contract is hereby authorized, with the stipulation that \$32,565.00 of the contract amount is to be paid directly to Merchantville Overhead Door Company through the 2011 Block Grant awarded to the Township of Byram but managed by TRC Solutions of Woodbridge. TRC Solutions will pay the contractor directly in the amount of \$32,565.00, which is the 2011 Block Grant awarded to Byram, which is an Energy Efficiency and Conservation Block Grant funded through the American Recovery and Reinvestment Act (ARRA). The remaining \$56.00 will be paid out of the Township of Byram DPW budget; and

BE IT FURTHER RESOLVED that the Township Council does hereby authorize the execution of the purchase order for the \$56.00 to be paid out of the DPW budget; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to the Municipal Treasurer and the Municipal Clerk.

**BYRAM TOWNSHIP COUNCIL**

COUNCIL MEMBER	Councilman Olson	Councilwoman Rafferty	Councilman Rafferty	Councilman Thompson	Mayor Oscovich
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 20, 2011.

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Doris Flynn, Township Clerk

**TOWNSHIP OF BYRAM  
SUSSEX COUNTY, NEW JERSEY  
RESOLUTION NO. 113 - 2011**

**Resolution Accepting a 2011 Energy Efficiency and Conservation  
Block Grant (EECB), funded through the American Recovery and  
Reinvestment Act (ARRA), for the Purchase/Installation of Insulated  
Garage Doors**

WHEREAS the Township submitted a grant application for a 2011 ARRA-funded EECB grant to purchase and install insulated garage doors for the DPW garage to improve energy efficiency in that building; and

WHEREAS the Township was awarded this grant in the amount requested of \$32,565.00; and

WHEREAS no match is required for this grant; and

WHEREAS the full grant amount of \$32,565.00 will be paid directly to the contractor hired by the Township for the purchase and installation of six garage doors in the DPW garage by TRC Solutions of Woodbridge, who manage this federal grant program for the State of New Jersey;

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Byram, County of Sussex, State of New Jersey, that the Mayor, Clerk, and township Manager are hereby authorized to execute any and all documents associated with the acceptance of this grant. The Township will not be involved in the processing of invoices, purchase orders, or payments for the grant-funded portion of this project.

**BYRAM TOWNSHIP COUNCIL**

<b>COUNCIL MEMBER</b>							
	Councilman Olson	Councilwoman Raftery	Councilman Raftery	Councilman Thompson	Mayor Oscovitch		
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 20, 2011.

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Doris Flynn, Township Clerk

**TOWNSHIP OF BYRAM  
SUSSEX COUNTY, NEW JERSEY  
RESOLUTION NO. 114 - 2011**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TREE KING,  
INC. FOR THE REMOVAL OF HAZARDOUS TREES**

WHEREAS the Township submitted a grant application to the New Jersey Department of Environmental Protection Division of Parks and Forestry for a 2010 federal Business Stimulus Grant through the federal American Recovery and Reinvestment Act (ARRA) to complete certain tasks recommended in the Township's 2010-2014 Community Forestry Management Plan; and

WHEREAS the Township was awarded a grant in the amount of \$7,000.00 to complete a town-wide inventory of hazardous trees and to remove several of the most hazardous trees; and

WHEREAS the Morris County Cooperative Pricing Council advertised and received bids for tree pruning and removal; and

WHEREAS the bids received allowed for vendors to extend their pricing to municipalities who are members of the Morris County Cooperative Pricing Council, a State-regulated County Contract Purchasing System; and

WHEREAS the following vendor was awarded a contract for tree pruning and removal, thereby affording the Township of Byram the opportunity of direct purchase without competitive bidding:

Tree King Inc.  
12 Lenel Road  
Landing, NJ 07850

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of Byram does hereby authorize the execution of the necessary purchase order not to exceed \$2,050.00 for the pruning and/or removal of a certain number of hazardous trees identified and prioritized in the hazard tree inventory. Both the inventory and the tree removal are to be funded through the \$7,000.00 federal Business Stimulus Grant awarded to Byram by the NJDEP Division of Parks and Forestry.

BE IT FURTHER RESOLVED that upon receipt, inspection, and approval of Tree King's voucher by the Township of Byram, payment, pursuant to said purchase order, is hereby authorized, to be charged against funds established in appropriate accounts for said purpose and to be ultimately reimbursed through the 2011 Business Stimulus Grant.

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to the Morris County Cooperative Pricing Council, the Municipal Treasurer, and the Municipal Clerk.

**BYRAM TOWNSHIP COUNCIL**

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on September 20, 2011.

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Doris Flynn, Township Clerk

**TOWNSHIP OF BYRAM**  
**Sussex County, New Jersey**  
**RESOLUTION NO. 116 - 2011**

**RESOLUTION AWARDING A CONTRACT FOR ELECTRONIC RECYCLING SERVICES AT NO CHARGE**

WHEREAS, the Township of Byram sought quotes for Electronic Recycling at the Municipal Complex; and

WHEREAS, three quotes were received and only Supreme Asset Management and Recovery was at no cost to the Township.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Byram authorize the Clerk and Township Manager to execute any and all necessary documents to carry out this award.

**BYRAM TOWNSHIP COUNCIL**

COUNCIL MEMBER	Councilman Olson	Councilwoman Rafferty	Councilman Rafferty	Councilman Thompson	Mayor Oscovitch
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 20, 2011.

\_\_\_\_\_  
Doris J. Flynn, RMC

**TOWNSHIP OF BYRAM  
RESOLUTION NO. 115 - 2011**

**AUTHORIZING IN REM FORECLOSURE OF THE TAX SALE  
CERTIFICATES SHOWN ON THE ATTACHED TAX FORECLOSURE LIST**

WHEREAS, pursuant to the provisions of N.J.S.A. 54:5-104.29 et seq., the Tax Collector has certified to the Township Council for the Byram Township in the County of Sussex, a municipality of the State of New Jersey, is the holder of certain Tax Sale Certificates covering the lands and premises situated in the Byram Township for the amounts, including subsequent liens as shown on the Tax Foreclosure List, Schedule 1-11 through 6-11 hereto annexed and made a part hereof.

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

1. That it is hereby determined to foreclose, *In Rem*, those tax sale certificates appearing on the attached Tax Foreclosure List for open space purposes.
2. That the tax collector or its designee is hereby authorized and directed to foreclose the tax sale certificates appearing on the attached tax foreclosure list by summary proceedings as provided by statute.
3. That the township clerk shall certify a true and accurate copy of this resolution to be made a part of such action instituted for the purpose of foreclosing the aforesaid tax sale certificates.
4. That the costs associated with these foreclosures be funded through the Open Space Trust Fund.
5. This resolution shall take effect immediately.

**BYRAM TOWNSHIP COUNCIL**

COUNCIL MEMBER	Councilman Olson	Councilwoman Rafferty	Councilman Rafferty	Councilman Thompson	Mayor Oscovitch
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

Certification

I, DORIS J. FLYNN, Township Clerk, of the Byram Township, hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council for Byram Township, at a duly convened meeting held on September 20, 2011.

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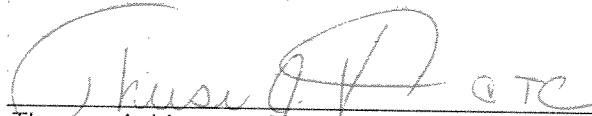
Doris J. Flynn, RMC  
Township Clerk

Township of Byram  
In Rem Foreclosure List

Schedule Number	Certificate Number	Name of owner as it appears on last Tax Duplicate	Description of land as it appears on Tax Duplicate and Certificate of Sale		Date of Tax Sale	Amount of Tax Sale	Amount of liens accruing subsequent to Tax Sale	Amount to Redeem (to 9/20/11)	Date of Recording	Book & Page or instrument number in County Clerks Office
			Block	Lot						
1	07-12	190881191977 Byram Twsp Land Trust	76	71	10-18-2007	\$ 388.26	\$ 4,048.61	\$ 5,978.08	10-29-2007	B8374; P81/82
2	95-15	Fusco, Rocco Jr & Betty J	80	136	6-8-1995	\$ 17.90	\$ 52,305.70	\$ 119,827.18	6-22-1995	B2675; P099/100
3	2009-04	EGRI Group, LLC c/o McIntyre & Kirs	94	323	10-15-2009	\$ 540.40	\$ 1,072.57	\$ 1,933.48	10-20-2009	B8664; P873
4	08-00010	RCT Realty Co., c/o Wishnow, Irwin	95	1	12-9-2008	\$ 3,726.86	\$ 12,365.34	\$ 23,784.38	12-17-2008	B8544; P502
5	99-07	Catanzarite, Jeanette & Casalino, P.	103	396	6-2-1999	\$ 413.41	\$ 11,444.34	\$ 26,122.68	7-1-1999	B3518; P347/348
6	08-00013	Kash, Brian	208	16.01	12-9-2008	\$ 165.67	\$ 996.03	\$ 1,322.00	12-17-2008	B8544; P508

This Foreclosure is certified to be a True Copy made on the 16th day of September, 2011,  
by Theresa A. Vervaet, Tax Collector

Signed:

  
Theresa A. Vervaet, CTC, Tax Collector, Township of Byram

TOWNSHIP OF BYRAM  
SUSSEX COUNTY, NEW JERSEY

ORDINANCE NO. 13 - 2011

**An Ordinance Establishing That A Business Entity Which Makes Political Contributions To Municipal Candidates And Municipal And County Political Parties In Excess Of Certain Thresholds Shall Be Limited In Its Ability To Receive Public Contracts From The Township of Byram in The County of Sussex**

**Purpose Statement:** The purpose of this ordinance is to establish restrictions and regulations as to the awarding of public contracts to certain contributors, and prohibiting the award of professional services agreements and extraordinary services contracts to entities that have made political contributions in excess of maximum amounts.

**The Mayor and Council of the Township of Byram does hereby Ordain:**

**WHEREAS**, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and,

**WHEREAS**, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and,

**WHEREAS**, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and,

**WHEREAS**, in the interest of good government, the people and the government of the *Township of Byram* desires to establish a policy that will avoid the perception of improper

influence in public contracting and local elections;

**NOW, THEREFORE, BE IT RESOLVED**, it shall be the policy of the *Township of Byram* to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the *Township of Byram*; and,

**BE IT ORDAINED** by the *Township of Byram*, in the County of Sussex, and State of New Jersey, as follows:

**DEFINITIONS**

As used in this ordinance:

- (a) “Campaign Committee” means (i) every candidate for *the Township of Byram* elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for *the Township of Byram* elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for *the Township of Byram* elective municipal office; (iv) every political party committee of the *Township of Byram*; (v) every political party committee of the *County of Sussex*; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the *Township of Byram* municipal or *County of Sussex* elective offices or *the Township of Byram* municipal or *County of Sussex* political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7.
- (b) “Contribution” has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A “contract for professional or extraordinary services” means all contracts for “professional services” and “extraordinary unspecifiable services” as such term is used in N.J.S.A. 40A:11-5.

(d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or infeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

## **SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS**

(a) To the extent that it is not inconsistent with state or federal law, the *Township of Byram* and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i)

a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in *the Township of Byram* or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any *Township of Byram* or County of Sussex political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of *the Township of Byram* municipal or County of Sussex elections and/or *the Township of Byram* municipal or County of Sussex candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (c) within one calendar year immediately preceding the date of the contract or agreement.

(b) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the *Township of Byram* or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in *the Township of Byram*, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any *Township of Byram* or County of Sussex political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.

(c) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the *Township of Byram*; (ii) \$500 maximum per calendar year to a *Sussex County* political committee or political party committee;

and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d) of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all *Township of Byram* candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all *Township of Byram* or *County of Sussex* political committees and political party committees as described herein combined, without violating subsection (a) of this section.

(d) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the *Township of Byram* Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the *Township of Byram*, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

(e) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

**SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE**

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

**SECTION 3 - CONTRACT RENEWAL**

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

#### **SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY**

- (a) Prior to awarding any contract or agreement to procure Professional Services" or Extraordinary Unspecified Services" from any Business Entity, the *Township of Byram* or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The *Township of Byram*, its purchasing agents and departments shall be responsible for informing the *Mayor and Council* that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.
- (b) A Business Entity shall have a continuing duty to report to the *Township of Byram* any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The *Township of Byram*, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next Byram Township Council meeting following receipt of said report from the Business Entity, or whichever comes first.
- (c) The certification required under this subsection shall be made prior to entry into the contract or agreement with the *Township of Byram* or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

#### **SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS**

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business

Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

### **SECTION 6 - EXEMPTIONS**

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq.

### **SECTION 7 - PENALTY**

(a) It shall be a material breach of the terms of a *Township of Byram* agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in *the Township of Byram*, or a holder of public office having ultimate responsibility for the award of a contract, or any *Township of Byram* or County of Sussex political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which

if done directly would subject that entity to the restrictions of this Ordinance.

(b) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future *Township of Byram* contracts for a period of four (4) calendar years from the date of the violation.

(c) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the *Township of Byram*.

#### **SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION**

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the *Township of Byram* has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

#### **SECTION 9 - SEVERABILITY**

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable.

#### **SECTION 10 – INDEXING**

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the *New York-Northern New Jersey-Long Island* region, rounded to the nearest \$10.00. The Clerk of the *Township of Byram* shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

**SECTION 11 - REPEALER**

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

**SECTION 12 - EFFECTIVE DATE**

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the *Mayor and Council of the Township of Byram* and shall be published as required by law.

INTRODUCED: September 20, 2011

ADOPTED:

TOWNSHIP OF BYRAM

By: \_\_\_\_\_  
James Oscovitch, Mayor

By: \_\_\_\_\_  
Doris, Flynn, Township Clerk