

TOWNSHIP OF BYRAM
REORGANIZATION TOWNSHIP COUNCIL MEETING AGENDA
JANUARY 6, 2026
REORGANIZATION MEETING 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 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. SWEARING IN OF MAYOR ALEXANDER RUBENSTEIN

4. SWEARING IN OF COUNCILMAN HARVEY ROSEFF

5. ROLL CALL

6. FLAG SALUTE

7. INVOCATION by Russell Raffay

8. APPROVAL OF AGENDA

9. SWEARING IN OF CHIEF OF POLICE – THOMAS DELICKER

10. SWEARING IN OF NEW OFFICERS – ANDREW COLLIGAN & MICHAEL JUHLS JR.

11. SWEARING IN OF BYRAM TOWNSHIP FIRE DEPARTMENT OFFICERS

Department Chief - Shawn Pond

President- David Morse

Assistant Chief- Derek Plantamura

Vice President- Don Bogardus

Captain- Mark Hopkins

Treasurer- Casey Margo

Captain- Gary Card

Secretary- Andrea Zanetti

Lieutenant- Frank Diliberto

Lieutenant- Greg Mathews

12. NOMINATION AND SELECTION OF DEPUTY MAYOR

13. COUNCIL APPOINTMENTS:

TOWNSHIP ATTORNEY

Tom Collins of Vogel, Chait, Collins & Schneider

LABOR ATTORNEY & CONFLICT ATTORNEY

Arthur R. Thibault Jr.

BOND COUNSEL

Bob Beinfield of Hawkins, Delafield & Wood

TOWNSHIP ENGINEER

Cory Stoner of Harold Pellow & Assoc.

TOWNSHIP SEWER ENGINEER

Steve Donati of CP Engineers, LLC

TOWNSHIP AUDITOR

Ray Sarinelli of Nisivoccia, LLP

TOWNSHIP PLANNER

Daniel Bloch of Colliers Engineering & Design

PLANNING BOARD

Ricky Proctor – Class III	1 Year Term
George Shivas – Class IV	4 Year Term
Andrew McElroy – Class IV	4 Year Term
Karen Lewandowski – Alternate II	2 Year Term

BOARD OF HEALTH (1 seat) Geralyn M. Ponzio	4 Year Terms
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OPEN SPACE COMMITTEE (1 seat) Lou Esposito	3 Year Terms
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911 COORDINATOR Tom Dellicker	1 Year Term
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RECREATION COMMITTEE Maritsa Barosi, Lynn Apolinaro, Vacant – Alternate I	3 Year Term
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POLICE CHAPLAIN Luis Rodriguez	1 Year Term
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SUSSEX COUNTY SOLID WASTE ADVISORY BOARD – 1 Year Term
Michael Busniak

MUSCONETCONG RIVER MANAGEMENT COUNCIL – 1 Year Term
Peter Dlugos (Alternate), Randy Gutwin (Primary)

WATER QUALITY MANAGEMENT PLAN POLICY ADVISOR COMMITTEE (PAC)
Roxanne Sabatini – 1 Year Term

14. APPOINTMENT OF NEW RECREATION COMMITTEE MEMBER - Tracy Vanauken**15. COUNCIL LIAISONS**

- Recreation Committee
- Environmental Commission
- Board of Health
- Byram Historical Society
- Lenape Valley BOE
- Byram BOE

16. MAYORAL APPOINTMENTS:

- **CLASS II PLANNING BOARD MEMBER** – Annelise DeMagistris - 1 Year Term
- **ENVIRONMENTAL COMMISSION** – Lisa Shimamoto, James Myers, Randy Gutwein, Greg Smith - 3 Year Terms
- **LAKE MUSCONETCONG REGIONAL PLANNING BOARD** – Earl Riley – 4 Year Term

17. TOWNSHIP MANAGER'S APPOINTMENTS:

Land Subdivision Search Officer – Caitlin Phillips (Planning Board Secretary)

Tax Search Officer – Michele McElroy

Special Law Enforcement Officer – Class II – Philip Crosson, Robert Tierney, Robert Schellhammer

**18. ACCEPTANCE OF BOARD MEMBER RESIGNATIONS AND RECOGNITION OF
BOARD/COMMITTEE MEMBERS NO LONGER SERVING**

Andrew McElroy (EC),

19. APPROVAL OF MINUTES

- Regular & Closed Session Minutes of 12/16/2025

20. PROCLAMATION – Radon Action Month – January

21. TOWNSHIP MANAGER, MAYOR AND COUNCIL REPORTS

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

23. CONSENT AGENDA - All are considered to be routine by the Members of the Township Council and will be enacted on by one motion. There will be no separate discussion of these items unless a citizen or Council member 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. 001-2026 – Resolution to Provide Temporary Budget Appropriations until the Adoption of the 2026 Current Fund Budget
- B. Resolution No. 002-2026 – Resolution to Provide Temporary Budget Appropriations until the Adoption of the 2026 Sewer Utility Budget
- C. Resolution No. 003-2025 – Custodian of Funds / Signatories
- D. Resolution No. 004-2025 – Resolution Adopting the 2026 Cash Management Plan
- E. Resolution No. 005-2025 – Resolution Authorizing the Chief Financial Officer to Maintain a Petty Cash Fund in the Amount of \$150.00
- F. Resolution No. 006-2025 – Resolution Authorizing Contracts with Certain Approved State Contract Vendors for Contracting Units Pursuant to N.J.S.A. 40A:11-12 and N.J.A.C. 5:34-7-29
- G. Resolution No. 007-2026 – Resolution of the Township of Byram, County of Sussex, State of New Jersey “Establish the Rate of Interest to be Charged for Non-Payment of Taxes on or Before the Due Date”
- H. Resolution No. 008-2026 – Resolution of the Township of Byram, County of Sussex, State of New Jersey “Cancellation of Small Tax Balances”
- I. Resolution No. 009-2026 – Resolution Designating Official Newspapers
- J. Resolution No. 010-2026 – Annual Notice of the Calendar Dates of the Scheduled Meetings of the Byram Township Council from 01/01/2026-12/31/2026 and the Beginning of 2027
- K. Resolution No. 011-2026 – Resolution Authorizing Compliance with the United States Equal Employment Opportunity Commissions “Enforcement Guidance on the Consideration of Arrest and Conviction Records” in Employment Decisions under the Title VII of the Civil Rights Act of 1964
- L. Resolution No. 012-2026 – Resolution Authorizing Annual Appointment of a Public Agency Compliance Officer (PACO) for the Township of Byram, Sussex County, New Jersey
- M. Resolution No. 013-2026 – Resolution Appointing Tax Assessor and Municipal Attorney to Represent the Township of Byram before the County Board of Taxation for Calendar Year 2026
- N. Resolution No. 014-2026 – Authorizing Appointment of Legal Counsel and Award of Professional Service Contract in Connection Therewith
- O. Resolution No. 015-2026 – Authorizing Appointment of the Township Labor Counsel and Award of Professional Service Contract in Connection Therewith
- P. Resolution No. 016-2026 – Authorizing Appointment of the Township Engineer and Award of Professional Service Contract in Connection Therewith
- Q. Resolution No. 017-2026 – Authorizing Appointment of the Sewer Consulting Engineer and Award of Professional Service Contract in Connection Therewith
- R. Resolution No. 018-2026 – Authorizing Appointment of Bond Counsel and Award of Professional Service Contract in Connection Therewith

- S. Resolution No. 019-2026 – Authorizing Appointment of Township Planner and Award of Professional Service Contract in Connection Therewith
- T. Resolution No. 020-2026 – Authorizing Appointment of the Township Auditor and Award of Professional Service Contract in Connection Therewith
- U. Resolution No. 021-2026 – Resolution Authorizing the Execution of the 2025 Agreement by and Between Byram Township and Phoenix Advisors, LLC Covering Continuing Disclosure Agent Services and Appointment as Independent Registered municipal Advisor “of Record”
- V. Resolution No. 022-2026 – Resolution Authorizing Gracie & Harrigan Consulting Foresters, Inc., to Provide Various Forest Stewardship Services for the 2026 Season
- W. Resolution No. 023-2026 – Appointment of Darren Raymond for Appraisal Services Relating to the State Tax Court Residential Appeals
- X. Resolution No. 024-2026 – Appointment of Scott J. Holzhauer for Appraisal Services Relating to the State Tax Court Commercial Appeals
- Y. Resolution No. 025-2026 – Resolution Authorizing the Execution of Documents Associated with the Payroll Contract with R&L Data Centers
- Z. Resolution No. 026-2026 – Authorizing Appointment of Linda L. Maxwell of Insurance Administrator of America Inc. as Third-Party Administrator for Matters Related to Retiree Health Insurance Reimbursement
- AA. Resolution No. 027-2026 - Authorizing Appointment of The Township Architect and Award of Professional Service Contract in Connection Therewith
- BB. Resolution No. 028-2026 – Resolution of the Township of Byram Ratifying and Authorizing the Award of a Contract for Professional Services to French & Parrello Associates
- CC. Resolution No. 029-2026 – Award of a Professional Services Contract to Steven Weinberg of Community Action Services to Administer Byram Township’s Housing Rehabilitation Program
- DD. Resolution No. 030-2026 – Authorizing Appointment of the Township Special Prosecutor and Award of Professional Service Contract in Connection Therewith
- EE. Resolution No. 031-2026 – A Resolution Authorizing the Employment and Contract for Professional Service to Stuart B. Klepesch, Esq. to Represent the Municipality in Foreclosure of Tax Sale Certificates Pursuant to the Tax Sale Law, Title 54 and Toher Related Services Associated Therein
- FF. Resolution No. 032-2026 – Resolution for Removal of Deer Carcass from Byram Township Municipal Roadways
- GG. Resolution No. 033-2026 – Resolution Reappointing & Achieving Tenure Status for Certified Tax Collector
- HH. Resolution No. 034-2026 – Resolution Authorizing the Execution of a Lease Agreement to Support the Waterloo United Methodist Church (W.U.M.C.) Neighborhood Pantry
- II. Resolution No. 035-2026 – NJUCF Green Communities Grant – Community Forestry Management Plan Development
- JJ. Resolution No. 036-2026 – Resolution Appointing Risk Management Consultant
- KK. Resolution No. 037-2026 – Establishing Salaries for Non-Union Employees for Calendar Year 2026

24. BILL LIST – January 6, 2026

25. DISCUSION ITEM

26. FUTURE AGENDA DISCUSSION ITEMS

27. PUBLIC PARTICIPATION II

28. RESOLUTION FOR EXECUTIVE SESSION

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

29. RETURN TO OPEN SESSION

30. ADJOURNMENT

PROCLAMATION

TOWNSHIP OF BYRAM SUSSEX COUNTY, NEW JERSEY RADON ACTION MONTH

WHEREAS, radon is a naturally occurring radioactive gas that is the second leading cause of lung cancer; and

WHEREAS, prolonged exposure to radon can kill as many as 500 people in New Jersey each year; and

WHEREAS, families who reside in homes with elevated radon levels are at risk of developing serious health problems; and

WHEREAS, any home could have high levels, even when neighboring homes do not; and

WHEREAS, radon testing can be done with great ease at a relatively low expense to the homeowner, with the cost of reducing radon concentrations being comparable to a home repair; and

WHEREAS, the New Jersey Department of Environmental Protection and the United States Environmental Protection Agency are collaborating during the month of January to promote the need for radon testing in an effort to protect the lives of our State's residents; and

NOW, THEREFORE, BE IT RESOLVED that the Byram Township Mayor and Council do hereby proclaim the month of January 2026 as

RADON ACTION MONTH

in the Township of Byram and call upon all residents who have not yet tested to test their homes for radon and to reduce radon levels if elevated levels are found, to protect their families from the serious health risk of radon.

BYRAM TOWNSHIP COUNCIL

Alexander Rubenstein, Mayor

ATTEST:

I certify that the foregoing proclamation was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 001 – 2026**

**RESOLUTION TO PROVIDE TEMPORARY BUDGET APPROPRIATIONS
UNTIL THE ADOPTION OF THE 2026 CURRENT FUND BUDGET**

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

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

WHEREAS, the adoption of this resolution is prior to the 30th day of January 2026; and,

WHEREAS, the 35% of the total appropriations in the 2025 Municipal Budget, exclusive of any appropriations made for debt service, capital improvement fund and public assistance, is the sum of \$4,235,641.90,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey, that the Temporary Appropriations are hereby authorized to provide for contracts, commitments and payments prior to the adoption of the 2026 Municipal Budget as follows:

<u>Department</u>	<u>Department Code</u>	<u>Amount</u>
See Attached Worksheet		
Total Temporary Budget		<u>\$3,390,400.00</u>

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, Township Clerk

TOWNSHIP OF BYRAM
2026 TEMPORARY CURRENT FUND BUDGET

Account Number	Account Description	Amount
	General Administration:	
01-201-20-100-010	Salaries & Wages	\$ 85,000.00
01-201-20-100-020	Other Expenses	72,800.00
	Mayor & Council:	
01-201-20-110-010	Salaries & Wages	4,400.00
01-201-20-110-020	Other Expenses	4,300.00
	Municipal Clerk:	
01-201-20-120-011	Salaries & Wages	24,500.00
01-201-20-120-020	Other Expenses	6,000.00
	Financial Administration:	
01-201-20-130-010	Salaries & Wages	50,000.00
01-201-20-130-020	Other Expenses	8,000.00
	Tax Collection:	
01-201-20-145-010	Salaries & Wages	26,500.00
01-201-20-145-020	Other Expenses	9,000.00
	Tax Assessment:	
01-201-20-150-010	Salaries & Wages	21,000.00
01-201-20-150-020	Other Expenses	11,500.00
	Legal Services:	
01-201-20-155-020	Other Expenses	43,000.00
	Engineering:	
01-201-20-165-020	Other Expenses	14,000.00
	Environmental Commission:	
01-2001-20-170-020	Other Expenses	900.00
	Planning Board:	
01-201-21-180-010	Salaries & Wages	18,000.00
01-201-21-180-020	Other Expenses	18,000.00
	Zoning Commission:	
01-201-21-185-010	Salaries & Wages	20,000.00
01-201-21-185-020	Other Expenses	1,250.00
01-201-23-210-020	General Liability Insurance	127,350.00
01-201-23-215-020	Workers Compensation	45,700.00
01-201-23-220-020	Group Insurance	720,000.00
01-201-23-221-020	Group Ins - Health Benefit Waiver	6,250.00
	Police:	
01-201-25-240-010	Salaries & Wages	650,000.00
01-201-25-240-020	Other Expenses	48,200.00
01-201-25-250-020	Police Radio & Communication & 911	40,000.00
	Office of Emergency Management:	
01-201-25-252-010	Salaries & Wages	900.00
01-201-25-252-020	Other Expenses	100.00
	Municipal Court:	
01-201-25-253-020	Other Expenses	38,100.00

TOWNSHIP OF BYRAM
2026 TEMPORARY CURRENT FUND BUDGET

Account Number	Account Description	Amount
	Fire Prevention:	
01-201-25-265-015	Other Expenses	\$ 3,250.00
	Fire:	
01-201-25-265-020	Other Expenses	28,500.00
	Road Repair & Maintenance:	
01-201-26-290-010	Salaries & Wages	365,000.00
01-201-26-290-020	Other Expenses	153,200.00
	Fleet Maintenance:	
01-201-26-292-020	Other Expenses	54,600.00
	Public Buildings & Grounds:	
01-201-26-310-020	Other Expenses	15,800.00
	Recycling:	
01-201-26-335-020	Other Expenses	3,500.00
01-201-26-335-030	Garbage Removal Contract	325,000.00
	Board of Health:	
01-201-27-330-020	Other Expenses	1,700.00
	Animal Control:	
01-201-27-340-206	Other Expenses	6,550.00
	Community Transportation:	
01-201-27-360-010	Salaries & Wages	3,100.00
	Parks & Playgrounds:	
01-201-28-375-010	Salaries & Wages	21,300.00
01-201-28-375-020	Other Expenses	2,600.00
	Celebration of Public Events:	
01-201-30-420-020	Other Expenses	9,800.00
01-201-31-430-020	Electricity	20,000.00
01-201-31-435-020	Street Lighting	12,500.00
01-201-31-440-020	Telephone	5,600.00
01-201-31-446-020	Natural Gas	1,050.00
01-201-31-447-020	Heating Oil	30,000.00
01-201-31-455-020	Municipal Sewer Charges	3,000.00
01-201-31-460-020	Gasoline	75,000.00
	Recycling Tax:	
01-201-32-465-000	Other Expenses	3,000.00
01-201-36-472-020	Social Security	100,000.00
01-201-36-477-020	DCRP	6,500.00
01-201-43-496-020	Musconetcong Sewer Fees	<u>25,100.00</u>
	Total Temporary Budget	<u><u>\$ 3,390,400.00</u></u>

**TOWNSHIP OF BYRAM
RESOLUTION NO. 002 – 2026**

**RESOLUTION TO PROVIDE TEMPORARY BUDGET APPROPRIATIONS
UNTIL THE ADOPTION OF THE 2026 SEWER UTILITY BUDGET**

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

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

WHEREAS, the adoption of this resolution is prior to the 30th day of January 2026; and,

WHEREAS, the 35.00% of the total appropriations in the 2025 Sewer Utility Budget, exclusive of any appropriations made for debt service, capital improvement fund and public assistance, is the sum of \$106,435.00,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey, that the Temporary Appropriations are hereby authorized to provide for contracts, commitments and payments prior to the adoption of the 2026 Sewer Utility Budget as follows:

<u>Department</u>	<u>Department Code</u>	<u>Amount</u>
Operating:		
Salaries & Wages	05-201-55-501-010	\$20,000.00
Other Expenses	05-201-55-502-020	\$42,245.00
Social Security	05-201-55-541-000	\$ 2,200.00
Musconetcong Sewer Fees	05-201-55-503-000	<u>\$37,600.00</u>
Total Temporary Budget		<u>\$102,045.00</u>

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

TOWNSHIP OF BYRAM
RESOLUTION NO. 003 - 2026
CUSTODIAN OF FUNDS/SIGNATORIES

BE IT RESOLVED, by the Mayor and Council of the Township of Byram, effective January 1, 2026, all disbursements shall be made by check and the signatories listed below shall include the CFO, Mayor and the Township Manager.

Authorized Officers

Ashleigh M. Frueholz, CMFO/Deputy CTC
Alexander Rubenstein, Mayor
and
Joseph W. Sabatini, Township Manager

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 004 – 2026**

RESOLUTION ADOPTING THE 2026 CASH MANAGEMENT PLAN

WHEREAS, N.J.S.A. 40A:5-14, the Local Fiscal Affairs Law, requires that each municipality adopt a Cash Management Plan designed to assure the deposit, investment and proper disbursement of local funds;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Township of Byram does hereby adopt the following Cash Management Plan:

A. DESIGNATION OF DEPOSITORYIES: The following institutions are designated as permissible depositories for the deposit of Township funds:

Valley National Bank
Fulton Bank of New Jersey
TD Bank
Lakeland Bank
First Hope Bank
Santander Bank
Bank of America
Capital One
JPMorgan Chase Bank
PNC Bank
Wells Fargo Bank

All depositories must conform to the Governmental Unit Deposit Protection Act (“GUDPA”), and shall provide a Notification of Eligibility from the State of New Jersey, Department of Banking, on a quarterly basis. In addition, designated depositories shall maintain maximum FDIC or FSLIC coverage of all Township funds on deposit.

B. DESIGNATION OF FUNDS: All funds shall be deposited within forty-eight (48) hours of receipt, in accordance with N.J.S. 40A:5-15, into appropriate fund operating accounts. Non-interest bearing operating and capital accounts shall be regularly monitored for the availability of funds for investment. Debt Service and Trust accounts shall be maintained in accordance with Federal and State statutes regulating such funds. Payroll, Developers’ Escrow deposits and other agency funds, which represent funds of individuals and other organizations held by the Township, shall be deposited in regular, non-interest bearing checking accounts unless applicable State statutes direct otherwise. Grant funds shall be deposited in accordance with regulations of the granting government or agency.

Where compensating balances are required by any designated depository to offset the cost of services provided, an agreement between the Township and the depository shall be executed, specifying the charge for each service and the balance required to offset each charge.

C. INVESTMENT INSTRUMENTS AND PROCEDURES: The Township may purchase those investments permitted in N.J.S.A. 40A:5-15.1, which include:

Bonds and other obligations of the Byram Township Board of Education
Bonds and other obligations of the Lenape Valley Board of Education
Commercial Bank Deposits and Certificates of Deposit
New Jersey Arbitrage Rebate Management Fund
Savings Bank Deposits and Certificates of Deposit
State of New Jersey Cash Management Fund

The Township may purchase other obligations approved by the Division of Investment of the Department of Treasury for investment by local units.

Investments shall be limited to a maturity of not more than one year unless a longer term is permitted by applicable Federal or State regulations. Allowable investments with maturities which extend beyond the end of the Township’s fiscal year shall be permitted only if interest accrued on the investment is credited to the Township at the end of the fiscal year for the purpose of realizing budgetary revenue.

D. DISBURSEMENT OF FUNDS: All funds shall be disbursed as authorized and directed by the Mayor and Council, except that the Chief Financial Officer shall have the authority to make disbursements prior to receiving the approval of the Mayor and

Council in extreme emergencies where the safety of the public is jeopardized. In addition, the following disbursements may be made prior to receiving approval of the Mayor and Council:

County Taxes	Postage
Debt Service	Purchase of Investments
Insurance Premiums	Salaries and Wages
Interfunds	School Taxes
Payroll Withholding Amounts	State of NJ Pension Obligations

For disbursements relative to payroll tax withholding, the Mayor and Council may authorize the use of a servicer to take possession of local unit funds and execute the disbursements of the Township to the taxing authorities. Tasks to be performed by the servicer may include report preparation, calculation of withholding and direct deposit of payroll disbursements.

The Chief Financial Officer is designated the “approval officer” responsible for authorizing and supervising the activities of the servicer. In cases where the servicer takes possession of local unit funds for payment of payroll claims, the approval officer is charged with ensuring that payments are made on a timely basis by regularly securing third party confirmation of such.

Disbursements shall be made by check and the signatories listed below shall include the Mayor, the Township Manager and the Township Chief Financial Officer:

Alexander Rubenstein, Mayor
Joseph W. Sabatini, Township Manager
Ashleigh M. Frueholz, Chief Financial Officer

Disbursements shall be executed via electronic wire transfer of funds by the Chief Financial Officer, or designated staff member, when that method of payment will result in a financial benefit to the Township in the form of increased investment income.

E. BONDING: The following officials shall be covered by surety bonds; said surety bonds to be examined by the independent auditor to ensure their proper execution:

Building Inspector	Tax Collector
Chief Financial Officer	Township Clerk
Tax Assessor	Township Manager

F. COMPLIANCE: The Cash Management Plan of the Township shall be subject to the approval of annual audit conducted pursuant to N.J.S.A. 40A:5-4. As stated in N.J.S.A. 40A:5-14, the official(s) charged with the custody of Township funds shall deposit them as instructed by this Cash Management Plan, and shall thereafter be relieved of any liability or loss due to the insolvency or closing of any designated depository.

If at any time, this Cash Management Plan conflicts with any regulation of the State of New Jersey, or any department thereof, the applicable State regulations shall apply.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

TOWNSHIP OF BYRAM
RESOLUTION NO. 005 – 2026

**RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER
TO MAINTAIN A PETTY CASH FUND IN THE AMOUNT OF \$150.00**

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of a Petty Cash Fund for the Finance Office of the Township of Byram; and

WHEREAS, said Petty Cash Fund was established by resolution dated December 6, 1993, by the Mayor and Council of the Township of Byram; and

WHEREAS, it is the desire of the Council that said fund be continued under the direction of Ashleigh M. Frueholz, Chief Financial Officer;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Township of Byram, that:

1. During the period of January 1, 2026 through December 31, 2026 Ashleigh Frueholz, Chief Financial Officer is hereby authorized and permitted to establish a Petty Cash Fund in the amount not to exceed \$150.00 pursuant to the provisions of N.J.S.A. 40A:5-21. Said Petty Cash Fund will be used by such office or department to pay claims for small miscellaneous expenses.
2. The Chief Financial Officer having custody of the Fund will maintain said Fund in accordance with the laws and regulations governing its operation.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

TOWNSHIP OF BYRAM
RESOLUTION NO. 006 – 2026

**RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED
STATE CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO
N.J.S.A. 40A:11-12 AND N.J.A.C. 5:34-7-29**

WHEREAS, the Township of Byram pursuant to N.J.S.A. 40A:11-12 and N.J.A.C. 5:34-7-29, may without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of Byram has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, participation in the State Cooperative Pricing Program does not require a formal agreement with the Division of Purchase and Property, or its approval of the Director required; and

WHEREAS, contracts awarded under a State Cooperative Purchasing Contract, in excess of the Township's bid threshold may be made by resolution of the Governing body; and

WHEREAS, the Township of Byram intends to enter into contracts with State Contract Vendors that the total of the contracts may exceed the Township's bid threshold as referenced below:

Description	Vendor	Contract No.
Computer Equipment	Dell Marketing, LP	M-0483; 24-TELE-71883
Office Supplies	WB Mason Co., Inc.	M-0052; 24-COMG-78752

NOW THEREFORE BE IT RESOLVED, that the Township of Byram authorizing the Purchasing Agent to purchase certain goods or services from an approved New Jersey State Contract Vendor, pursuant to all conditions of the individual State contracts; and

BE IT FURTHER RESOLVED, that the governing body of the Township of Byram pursuant to N.J.A.C. 5:30-5.5(b) the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of funds is made by the Chief Financial Officer; and

BE IT FURTHER RESOLVED, that the duration of the contracts between the Township of Byram and the referenced State Contract Vendors shall be from January 1, 2026 to December 31, 2026.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 007 – 2026**

**RESOLUTION OF THE TOWNSHIP OF BYRAM, COUNTY OF SUSSEX, STATE OF NEW JERSEY
"Establish the Rate of Interest to be charged for Non-Payment of Taxes on or Before the Due Date"**

WHEREAS, N.J.S.A. 54:4-67 permits the Governing Body of each municipality to fix the rate of interest to be charged for late payment of taxes as provided by law; and

WHEREAS, N.J.S.A. 54:4-67 also permits the Governing Body of each municipality to allow for a ten (10) day grace period for the payment of quarterly taxes; and

WHEREAS, N.J.S.A. 54:4-67 has been amended to permit the fixing of said rate at eight percent (8%) per annum for the first \$1,500.00 of the delinquency and eighteen percent (18%) per annum for amounts in excess of \$1,500.00, and an additional penalty of six percent (6%) may be collected for delinquencies in excess of \$10,000.00 from property owners who fail to pay the delinquency prior to the end of the calendar year; and

WHEREAS, N.J.S.A. 54:4-67 has been amended to permit the Governing Body to extend a ten (10) day grace period for the payment of quarterly taxes which are due on February 1st, May 1st, August 1st and November 1st of each calendar year;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Byram in the County of Sussex, State of New Jersey, that the Tax Collector is hereby authorized and directed to charge an eight percent (8%) per annum rate of interest on the first \$1,500.00 of taxes which become delinquent after the tax due date, and a rate of eighteen percent (18%) per annum interest on any amount of taxes due in excess of \$1,500.00 which becomes delinquent after the tax due date; and

BE IT FURTHER RESOLVED, that the Tax Collector is also authorized and directed to charge an additional penalty of six percent (6%) if a delinquency is in an amount in excess of \$10,000.00 and remains in arrears beyond December 31st of each calendar year; and

BE IT FURTHER RESOLVED, that the ten (10) day grace period for quarterly tax payments be in effect, that any payment of taxes not made on or before the due date in accordance with the Statute shall be charged interest from the due date as set forth by law, and that this Resolution shall take effect immediately.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I, Cynthia Church, certify that the forgoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

TOWNSHIP OF BYRAM
RESOLUTION NO. 008 – 2026

RESOLUTION OF THE TOWNSHIP OF BYRAM, COUNTY OF SUSSEX, STATE OF NEW JERSEY
“Cancellation of Small Tax Balances”

WHEREAS, N.J.S.A. 40A:5-17.1 allows for the cancellation of property tax refunds or delinquent amounts in the amounts of less than ten (\$10.00) dollars; and

WHEREAS, the Township Council of the Township of Byram may authorize the Tax Collector to process, without any further action on the part of the Governing Body, any cancellation of property tax refunds or delinquencies of less than ten (\$10.00) dollars;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Byram in the County of Sussex, State of New Jersey, that the Tax Collector is hereby authorized to process the cancellation of any property tax refunds or delinquencies of less than ten (\$10.00) dollars.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I, Cynthia Church, certify that the forgoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 009– 2026**

RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS

BE IT RESOLVED by the Mayor and Township Council, Township of Byram, Sussex County, New Jersey that the New Jersey Herald and New Jersey Sunday Herald be designated official newspapers of the Township of Byram beginning January 1, 2026 and ending December 31, 2026, or until a successor is named.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

TOWNSHIP OF BYRAM
RESOLUTION NO. 010 - 2026

**ANNUAL NOTICE OF THE CALENDAR DATES OF THE SCHEDULED MEETINGS
OF THE BYRAM TOWNSHIP COUNCIL FROM 1/1/2026 – 12/31/2026 AND THE
BEGINNING OF 2027**

WHEREAS, The Legislature of the State of New Jersey has passed into law Chapter 231, P.L. 1975m entitled the Open Public Meetings Act; and

WHEREAS, Section 13 of the above-mentioned law requires a posting of regularly scheduled meeting dates for the benefit of the public.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Byram, County of Sussex and State of New Jersey, that said Council shall meet as follows during calendar year 01/01/2026-12/31/2026 and in the beginning of 2027:

REGULAR MEETINGS

January		20- Budget Workshop Meeting – 6:30 p.m.
February	3	17
March	3	17
April	7	21
May	5	19
June	3*	16
July	7	21
August		11*
September	1	15
October	6	20
November	4*	16*
December	1	15
January	5, 2027 - Reorganization	

(Denotes a different day)*

All of the above meetings shall begin with an executive session at 6:30 p.m. and the regular session will begin at 7:30 p.m., unless otherwise noted. Formal action may be taken. All meetings shall be held in the Municipal Building, 10 Mansfield Drive, Byram Township, NJ. Agenda's will be posted on the Byram Township website, on the front door of the municipal building and sent to the list of persons requesting notices prior to the meeting.

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to the New Jersey Herald and the Sunday Herald and shall be posted on the front door and the bulletin board of the Byram Township Municipal Building and sent to those persons requesting notice.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

RESOLUTION NO. 011-2026

TOWNSHIP COUNCIL - TOWNSHIP OF BYRAM
COUNTY OF SUSSEX, STATE OF NJ

**RESOLUTION AUTHORIZING COMPLIANCE WITH THE UNITED STATES
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "ENFORCEMENT
GUIDANCE ON THE CONSIDERATION OF ARREST AND CONVICTION RECORDS"
IN EMPLOYMENT DECISIONS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF
1964**

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, That the Township of Byram hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

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

I, Cynthia Church, RMC, Township Clerk of the Township of Byram, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a resolution adopted by the Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

GOVERNING BODY CERTIFICATION PURSUANT TO P.L.2017, C.183 OF COMPLIANCE WITH THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions
Under Title VII of the Civil Rights Act of 1964"

GROUP AFFIDAVIT FORM FOR MUNICIPALITIES AND COUNTIES
NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY

COUNTY OF SUSSEX

We, members of the governing body of the Township of Byram being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Township of Byram Council in the County of Sussex;
2. Pursuant to P.L.2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012);
3. We are familiar with the local unit's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the local unit's hiring practices comply with the above-referenced enforcement guidance.

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

Sworn to and subscribed before me this

day of _____

Notary Public of New Jersey

_____ Cynthia Church, RMC, Township Clerk

The Municipal Clerk shall set forth the reason for the absence of signature of any members of the governing body.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 012 – 2026**

**RESOLUTION AUTHORIZING ANNUAL APPOINTMENT OF A
PUBLIC AGENCY COMPLIANCE OFFICER (PACO) FOR
THE TOWNSHIP OF BYRAM, SUSSEX COUNTY, NEW JERSEY**

WHEREAS, it is the policy of the Township of Byram to provide equal employment opportunity for all persons, regardless of race, color, creed, national origin, political or religious opinions or affiliations, ancestry, age, marital status, sex, or because of physical disability that does not interfere with the ability to do the work required, or liability for service in the Armed Forces of the United States; and

WHEREAS, the Affirmative Action Office of the New Jersey Department of the Treasury has revised the obligations of the public contracting process set forth in N.J.A.C. 17:27 et.seq., pursuant to P.L. 1975, C. 127; and

WHEREAS, the regulations require the designation of a “Public Agency Compliance Officer” (PACO) to represent the Township of Byram; and

WHEREAS, the PACO is to be appointed annually; and

WHEREAS, the Township of Byram desires to appoint the Township CFO Ashleigh Frueholz as the PACO for the Township of Byram.

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

1. Ashleigh Frueholz is appointed as the PACO officer for the period ending 12/31/2026 or until such time as a new PACO shall be appointed by the Township Council.
2. Copies of this Resolution shall be distributed to the Department of the Treasury, Affirmative Action Office, P.O. Box 209, Trenton, NJ 08625 and be made available at the Township of Byram Municipal Building for public inspection.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 013 – 2026**

**RESOLUTION APPOINTING TAX ASSESSOR AND MUNICIPAL
ATTORNEY TO REPRESENT THE TOWNSHIP OF BYRAM BEFORE
THE COUNTY BOARD OF TAXATION FOR CALENDAR YEAR 2026**

BE IT RESOLVED by the governing body of the Township of Byram that the Municipal Assessor Penny Holenstein and Municipal Attorney from the law firm of Vogel, Chait, Collins and Schneider are hereby authorized to defend before the Sussex County Board of Taxation and Tax Court of the State of New Jersey all contested appeals and to initiate municipal appeals to correct the Township of Byram tax list including but not limited to rollback complaints, added and omitted assessment complaints, and such other appeals as are necessary to correct the assessments for the Township of Byram; and

BE IT FURTHER RESOLVED that for calendar year 2026 the Municipal Assessor and Municipal Attorney are hereby designated as the agents of the Township of Byram for the purpose of signing settlements of the foregoing matters by stipulation; and

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to the Tax Administrator at the Sussex County Tax Board.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

**TOWNSHIP OF BYRAM
RESOLUTION NO. 014 – 2026**

**AUTHORIZING APPOINTMENT OF LEGAL COUNSEL AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b. has determined it necessary to employ legal counsel for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Thomas F. Collins, Jr., Esq. of the law firm of Vogel, Chait, Collins & Schneider a professional services contract for the year 1/1/2026-12/31/2026 at a rate not to exceed \$185.00 per hour as outlined in the attached contract; 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 Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services will exceed \$17,500; and

WHEREAS, Thomas F. Collins, Jr. has submitted a proposal dated October 10, 2025 indicating that he will provide legal counsel to the Township of Byram in accordance with the monetary compensation described hereinabove; and

WHEREAS, Thomas F. Collins, Jr. of the law firm of Vogel, Chait, Collins & Schneider 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, 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 Thomas F. Collins, Jr., Esq. of the law firm of Vogel, Chait, Collins & Schneider as described hereinabove; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity 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

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

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, Township Clerk

**CONTRACT FOR PROFESSIONAL SERVICES
TOWNSHIP ATTORNEY**

BETWEEN:

THE TOWNSHIP OF BYRAM, hereinafter designated as "Contracting Unit"

AND:

THOMAS F. COLLINS, JR., ESQ., of the law firm of Vogel, Chait, Collins, & Schneider, an Attorney at Law of the State of New Jersey, hereinafter designated as "Attorney".

THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants herein expressed, the Contracting Unit and the Attorney agree as follows:

1. Scope of Employment.

(A) The Attorney is hereby retained by the Contracting Unit to represent Byram Township Council at its meetings (both regular and special) and executive sessions during the contract term and render said Township Council such legal advice as is requested. The Attorney will also represent the Township Council in all litigation in which the Township Council is a part, as specifically authorized by the Township Council. The Attorney shall attend conferences with Township Council representatives and other municipal officials as required relative to fulfilling his job function. The scope of employment encompassed herein shall also include telephone communications related to Township Council matters and such legal advice, opinions, research and drafting of resolutions and ordinances, as is required.

(B) The Attorney shall from time to time render such written and oral legal opinions or prepare other documents and perform such other services specifically requested by the Township Council not otherwise incorporated in subparagraph (A) above.

2. Term.

This contract shall cover the period January 1, 2026 through December 31, 2026.

3. Consideration.

(A) For the services set forth in paragraph 1 above, the consideration shall be in accordance with the following schedule:

Attorney - \$185.00 per hour.

(B) The consideration for services shall be paid monthly as vouchers are submitted and approved by the Contracting Unit.

(C) The Attorney shall be reimbursed for out-of-pocket expenses as incurred.

4. Assignment.

This contract shall not be assigned by the Attorney.

5. Special Provisions.

(A) In the event the Attorney or his firm shall be unable to fulfill his duties as required hereunder because of illness, conflict of interest or any other valid reason, the same shall be performed by another attorney selected by the Attorney pursuant to the provisions of this contract.

(B) The Attorney hereby specifically agrees to turn over to the Contracting Unit all files, records and other documents or matters whatsoever developed or accumulated while in the employ of the Contracting Unit and pertaining to any and all work performed by him while acting on behalf of the Contracting Unit when his employment with the Contracting Unit is terminated. The Attorney may copy the said files at his expense.

(C) Either party may terminate this contract upon thirty (30) days written notice to the other.

(D) The Attorney and his law firm will not make any reportable contributions to any political candidate, committee or candidate for Mayor and Council of the Township of Byram during the term of the contract

(E) The Attorney and his law firm will use detailed billing, will not bill for travel time and will not use block billing. The Attorney and his law firm will not bill for administrative work or for secretarial time.

6. Employee Information Reports.

Attached hereto is a copy of the Certificate of Employee Information Report for the Attorney.

To secure and maintain and to assure that his associated firm will secure and maintain Workmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the Township, the Attorney and/or his associated firm and their employees and agents from claims for bodily injury, death, or property damage which may arise from the performance of his (their) services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 excess liability coverage. If requested, the Attorney shall provide Certificates of Insurance to the Township. Such certificates shall provide that the Township shall receive (10) day's written notice prior to any cancellation or alteration of the policy limits. The Township shall be named insured on the liability insurance policy and on any umbrella policies.

To provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Attorney and/or his associated firm for claims, which arise from the negligent performance of the Attorney pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least \$1,000,000 aggregate. Cost of coverage at a higher limit, if such is so requested by the Township, shall be paid by the Township.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper officers, and their seal to be hereto affixed this _____ day of _____, 20 ____.

ATTEST:

TOWNSHIP OF BYRAM

JOSEPH SABATINI, TWP MANAGER

ALEXANDER RUBENSTEIN, MAYOR

WITNESS:

ATTORNEY:

THOMAS F. COLLINS, JR., ESQ.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 015 - 2026**

**AUTHORIZING APPOINTMENT OF THE TOWNSHIP LABOR COUNSEL AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b. has determined it necessary to employ a Township Labor Counsel for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Arthur R. Thibault Jr., Esq. of Arpuzzese, McDermott, Mastro & Murphy, P.C. a professional services contract for the year 2026 at a rate of \$200.00 per hour; 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 Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services will exceed \$17,500; and

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

WHEREAS, Arthur R. Thibault Jr., Esq. of Arpuzzese, McDermott, Mastro & Murphy, P.C. 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, 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 Arthur R. Thibault Jr., Esq. of Arpuzzese, McDermott, Mastro & Murphy, P.C. as described hereinabove; and

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

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

AGREEMENT TO PROVIDE LEGAL SERVICES

This Agreement dated Jan 6, 2026, is made between the **BYRAM TOWNSHIP**, 10 Mansfield Drive, New Jersey 07874 referred to as ("TOWNSHIP"), and **APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C.**, Somerset Hills Corporate Center, 25 Independence Boulevard, P.O. Box 112, Liberty Corner, New Jersey 07938, referred to as ("AMM&M"). The term of this contract shall commence on January 1, 2026 and end December 31, 2026.

The Township agrees that AMM&M will represent it in Labor Attorney Services assigned by the Township or its representatives. The legal work shall include, if necessary, all court appearances, arbitrations, conferences, negotiations, meetings, research, investigations, correspondence, telephone calls, preparation and drafting of pleadings and other legal documents, trial preparation, related work and other matters assigned by the Township.

The Township has retained the entire firm of AMM&M. While one attorney, Arthur R. Thibault Jr., Esq., shall be primarily responsible for the Township's matters, and will directly supervise all aspects of these matters, AMM&M reserves the right to assign the appropriate attorneys to handle the various matters AMM&M is responsible for.

The Township will be billed hourly for all services rendered at the rate of \$200.00. AMM&M will send the Township an itemized monthly statement setting forth the service performed, the time expended, and the date performed. In addition to legal fees, the Township will pay for those costs and expenses incurred in representing the Township, such as, experts' fees, courts costs, filing fees, recording fees, computerized legal research costs, facsimile transmissions, deposition costs, messenger services, photocopying charges, travel expenses and any other necessary costs and expenses incurred in representing the Township. Some expenses

such as experts' fees and deposition costs will be billed directly to the Township by the vendors and paid by the Township.

All parties have read and agreed to this Agreement.

BYRAM TOWNSHIP

Signature: _____

Date: 1/16/2024

Print Name and Title: mayor, Alex Rubenstein

Witness: _____

Print Name and Title: Clerk, Cynthia Church

**APRUZZESE, McDERMOTT,
MASTRO & MURPHY, P.C.**

Signature: _____

Arthur R. Thibault Jr., Esq.

Date: 10/10/25

Witness Signature: Robertta Taveras

Clara Longo
Robertta Taveras

**TOWNSHIP OF BYRAM
RESOLUTION NO. 016 - 2026**

**AUTHORIZING APPOINTMENT OF THE TOWNSHIP ENGINEER AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b. has determined it necessary to employ a Township Engineer for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Harold E. Pellow & Assoc. a professional services contract for the year 1/1/2026-12/31/2026 in accordance with the November 20, 2023 proposal at a rate not to exceed \$150.00 per hour; 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 Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services will exceed \$17,500; and

WHEREAS, Harold E. Pellow & Assoc. has completed and submitted a Business Entity Disclosure Certification that they will not make any reportable contributions to any political candidate or candidate committee and that the contract will prohibit them from making any reportable contributions through the term of the contract; and

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 Harold E. Pellow & Assoc. as described hereinabove; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity 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

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, Township Clerk



HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS • PLANNERS • LAND SURVEYORS

Established 1969

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

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

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

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

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

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

December 2, 2025

Byram Township
Municipal Building
10 Mansfield Drive
Stanhope, New Jersey 07874

ATTN: Mr. Joseph Sabatini, Byram Township Manager

RE: 2026 Byram Township Municipal Engineer Appointment

Dear Joe:

In anticipation of the upcoming 2026 calendar year, I am enclosing herewith the following documents in support of my re-appointment as the Municipal Engineer for the Byram Township:

1. Two (2) sets of our Professional Services Agreement for the Municipal Engineer position between the Township of Byram and Harold E. Pellow & Associates, Inc. for Municipal Engineering Services, which Mr. Pellow and I have signed. After you and the Mayor have executed both sets of the contracts, please return one set to my office.
2. Business Entity Disclosure Certification for Non-Fair and Open Contracts.
3. C. 271 Political Contribution Disclosure Form.
4. Stockholder Disclosure Certification
5. Mandatory Equal Employment Opportunity Language (Exhibit A).
6. Certificate of Employee Information Report.
7. State of New Jersey Business Registration Certificate.

It has been a pleasure working for the Byram Township over the 21 years, and I look forward to continuing to work with everyone associated with the Township during the upcoming year. Please note that during this coming 2026 calendar year, my professional services rate will be \$150.00, which is the same rate that is charged for all of our municipal clients. If you have any questions or need any additional information, please do not hesitate to contact me.

Very truly yours,

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

HAROLD E. PELLOW & ASSOCIATES, INC.

CLS:SG:sg
M:\HPA FILES\AGREEMENTS\BYRAM\2026\SABATINI2026.DOC

Enclosures

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 1st day of January 2026 by and between the Township of Byram, with offices at 10 Mansfield Drive, Stanhope, New Jersey 07874 and Harold E. Pellow & Associates, Inc. with offices located at 17 Plains Road, Augusta, NJ 07822, for engineering services by Cory L. Stoner, Professional Engineer in the State of New Jersey, who is employed by Harold E. Pellow & Associates, Inc., hereinafter referred to as "Engineer"; and

WHEREAS, the Township of Byram desires to retain the Engineer to render certain technical advice and engineering assistance to the Township of Byram; and

WHEREAS, N.J.S.A. 40A:11-1 et seq. requires that all contracts be in writing,

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants herein contained, the parties hereto agree as follows:

1. Term: The term of this Agreement shall commence on January 1, 2026, and shall terminate on December 31, 2026.
2. Scope of Services: The scope of services shall include providing general consulting engineering services as directed by the Mayor and Township Council.
3. Fees: The total fees payable to Engineer for the services provided pursuant to Paragraph 2 of this Agreement shall be \$150.00 per hour. The Engineer shall submit invoices detailing the hourly billing incurred each month on vouchers to the Township in a form approved by the Township Chief Financial Officer. The total amount paid to the Engineer shall not exceed \$25,000.00, exclusive of escrow work or any larger assignments, which will require separate fee proposals, such as the design of capital improvement projects or miscellaneous study reports.
4. The Engineer agrees to comply with the provisions of N.J.A.C. 17:27-5.4.
5. The Engineer has registered with the State of New Jersey pursuant to N.J.S.A. 52:32-44, and the Engineer Certification number is 24GE04102700.
6. The Engineer expressly acknowledges and agrees that it is an independent Engineer of the Township and that no employment relationship is created or intended to be created between the Parties to this Agreement. The Engineer further expressly acknowledges and agrees that it is not entitled to any benefits of any type afforded to Township employees, including, but not limited to, any health, disability and/or workers compensation insurance. The Engineer further acknowledges and represents that Engineer is responsible for the payment of all federal and state taxes due and owing on any monies received pursuant to its performance under this Agreement.

7. The Engineer shall indemnify and hold the Township harmless for any and all claims that may be asserted against the Township by virtue of the Engineer's performance under this Agreement, including, but not limited to, any and all claims for infringement of intellectual property. The Engineer shall indemnify and hold the Township harmless for any and all damages, fees, costs, penalties, settlement amounts, and attorney's fees incurred by the Township in the defense of any such claims.
8. This contract has been awarded to the Engineer based upon the merits and abilities of the Engineer to provide the services described herein. This contract was awarded through the process described in N.J.S.A. 19:44A-20.8 et seq. The undersigned does attest that the Engineer, its subsidiaries, assigns and principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or N.J.S.A. 19:44A-16 in the one year period proceeding the award of the contract that would affect its eligibility to perform this contract nor will it make a reportable contribution during the term of this contract to any political party committee in the Township of Byram if a member of the political party is serving in elective public office of Byram when the contract is awarded or to any candidate committee of any person serving in an elective office of Byram when the contract is awarded. The Engineer has executed and filed with the Township a Business Entity Disclosure Certification, as required by law.
9. The Engineer expressly acknowledges and agrees that the failure of the Engineer to perform any duties and/or meet any of the requirements contained in this Agreement shall be deemed a material breach of the same and the Township shall be entitled to immediately terminate this Agreement, in the Township's sole discretion.
10. This Agreement, and any dispute arising here from, shall be governed by the laws of the State of New Jersey.
11. The Parties agree that they have read the entire contents of this Agreement, that they have had the opportunity to consult with counsel at their option, and that they execute this Agreement of their own free will.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

ATTEST:

TOWNSHIP OF BYRAM

Township Clerk

Township Mayor

ATTEST:



Cory L. Stoner, P.E., P.P., C.M.E.
Harold E. Pellow & Associates, Inc.
Professional Engineer



Harold E. Pellow, P.E., L.S., P.P., C.M.E.
Harold E. Pellow & Associates, Inc.
President

**TOWNSHIP OF BYRAM
RESOLUTION NO. 017 - 2026**

**AUTHORIZING APPOINTMENT OF THE SEWER CONSULTING ENGINEER AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b. has determined it necessary to employ a sewer consulting engineer for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to CP Engineers, LLC a professional services contract at a rate not to exceed \$220.00 per hour for the year 01/01/2026-12/31/2026 in accordance with the attached proposal; 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 Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services may exceed \$17,500; and

WHEREAS, CP Engineers, LLC have completed and submitted a Business Entity Disclosure Certification that they will not make any reportable contributions to any political candidate or candidate committee and that the contract will prohibit them from making any reportable contributions through the term of the contract; and

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 CP Engineers, LLC as described hereinabove; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity 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

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

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSULTING ENGINEERING SERVICES**

This Agreement is made and entered into by and between the TOWNSHIP OF BYRAM, a body politic of the State of New Jersey, having its administrative offices at the Municipal Building, 10 Mansfield Drive, Stanhope, New Jersey 07874, hereinafter called "Byram"; and CP ENGINEERS, LLC, a corporation of the State of New Jersey, with offices located at 11 Park Lake Road, Sparta, New Jersey 07871-3241, hereinafter called "CP".

WHEREAS, Byram has a need for professional engineering services incidental to the existing sanitary sewer system and future wastewater treatment facilities in the Township; and

WHEREAS, CP has provided such services in the past, possesses a staff having the requisite training, expertise, and experience required to provide said services, and is fully familiar with the history, facilities, and operational procedures of Byram; and

WHEREAS, CP is presently providing consulting engineering services to Byram pursuant to a contract effective January 1, 2025, the term of which shall expire on December 31, 2025; and

WHEREAS, Byram is desirous of retaining CP's services for the one-year period commencing on January 1, 2026 and ending December 31, 2026; and

WHEREAS, Byram may obtain professional engineering and management services without competitive bidding pursuant to N.J.A.C. 40A:11-5 (1) (a) (i); and

WHEREAS, Byram has determined that this entry into a written agreement to obtain such services would be in the public interest.

NOW, THEREFORE, in consideration of the promises and of the mutual undertakings and agreements of the parties hereto, it is agreed as follows:

ARTICLE I - SCOPE OF SERVICES

1.1 CP shall provide, perform, and furnish during the term of this Contract, professional consulting engineering services to Byram with regard to matters pertaining to wastewater management, and will include the following:

- (1.) Provide guidance and assistance to Byram in the formation of a sewer utility or department.
- (2.) Advise Byram in regard to utility financial planning and budgeting.
- (3.) Attend all meetings related to wastewater matters and represent Byram to all other municipal, County, State and Federal agencies as requested by Byram.

- (4.) Review of plans and specifications, and NJDEP and Byram applications, for all wastewater treatment projects under Byram's jurisdiction.
- (5.) Prepare the necessary Engineering Reports and studies if requested by Byram.
- (6.) Provide project management services during planning, design, construction and operation of wastewater treatment facilities on Byram's behalf as directed by Byram.
- (7.) Perform any other Engineering services specifically authorized by Byram incidental thereto.

1.2 CP shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by CP under this Agreement.

ARTICLE II - CHANGES IN SCOPE OF SERVICES, COMPENSATION OR CONDITIONS

2.1 Except as stated hereafter in this paragraph, there shall be no deviation from or additions or adjustments to the Scope of Services, the compensation, and/or the conditions of this Agreement, except by written amendment executed by both parties and authorized by resolution of Byram.

ARTICLE III - PAYMENT

- 3.1 Byram and CP agree that as compensation for the performance of all services incorporated in Article I of this Agreement, CP will be compensated on an hourly rate basis for each hour worked. The Schedule of Fees and Charges to be in effect from January 1, 2026 to December 31, 2026 is incorporated as Attachment 2.
- 3.2 Time spent by CP personnel traveling to or from Byram's offices and facilities and to or from other locations on behalf of Byram (e.g., NJDEP, DCA or other regulatory agency offices, bond-related travel, meetings at other authorities or other consultants offices, construction sites, etc.) shall be chargeable to Byram.
- 3.3 CP shall also be reimbursed for necessary and reasonable mileage and travel expenses incurred, at such rates as may be contained in the applicable IRS Code, in the performance of Byram business as set forth herein.
- 3.4 Should it be necessary for CP to utilize, with prior Byram approval, the services of other consultants or subcontractors with specialized expertise, CP shall be reimbursed for such services at cost plus ten (10) percent.
- 3.5 CP shall submit monthly vouchers for services rendered under this Agreement in such manner as may be directed by Byram, setting forth the CP employee name, time periods and hours worked, the services performed, and the computation of the amount requested as the result thereof. CP shall provide any and all additional information

with respect to any such vouchers as may be reasonably requested by Byram. Payment thereon shall be made within thirty (30) days of receipt of such vouchers. In the event a dispute arises with respect to any such voucher, payment thereon shall be made within thirty (30) days of the resolution of such dispute.

ARTICLE IV - TERM OF THIS AGREEMENT

- 4.1 This Agreement covers the provision of the agreed upon services to Byram by CP, commencing on January 1, 2026 and continuing until December 31, 2026. CP is hereby authorized to proceed with regard to the services to be performed under this Agreement upon the effective date of this Agreement.
- 4.2 Byram agrees to make a good faith effort to issue to CP, no less than two (2) months prior to the expiration date of this Agreement, a notice of its intent regarding retaining CP for an additional term of service. Should the intent of Byram be to retain CP for an additional term of service, Byram will initiate good faith negotiations of a new Agreement with CP upon issuance of said notice, but the issuance of said notice shall in no way bind Byram to conclude an Agreement with CP as originally intended.

ARTICLE V - REGULATIONS

- 5.1 CP will be required to comply with all applicable Federal, State, County, and Municipal laws, ordinances, and regulations applicable to any and all services and work performed by it pursuant to this Agreement either with respect to hours or labor, or otherwise. CP shall at all times itself observe and comply with and shall cause all its agents and employees to observe and comply with all such laws, ordinances, and regulations, and shall protect, indemnify, and hold harmless Byram, its officers, Commissioners, and agents against any claim or liability to the extent arising from or based on the violation of any such law, ordinance, or regulation, whether by itself or its agents or employees.
- 5.2 The mandatory language of P.L. 1975c. 127, and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are incorporated by reference into this Agreement. CP agrees to afford equal opportunity in the performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer, and to comply with the Mandatory Affirmative Action Language contained in Attachment 1 hereto.

ARTICLE VI - RESPONSIBILITIES OF BYRAM

- 6.1 Byram will provide CP with access to all appropriate Byram files and records pertaining to wastewater management and shall make its resources, including, but not limited to, offices, staff, telephones, equipment, and the like, available to CP for use in the performance of the services set forth in this Agreement without charge to CP.

ARTICLE VII - INSURANCE/INDEMNIFICATION

7.1 CP shall carry the following insurance during the performance of its services. Advance notice will be provided to Byram of any subsequent modification or cancellation of the coverages.

- (1) Workers Compensation Insurance with statutory coverage and \$1,000,000 Employer's Liability Coverage;
- (2) Comprehensive General Liability Insurance with aggregate limits of \$2,000,000;
- (3) Automobile Liability Insurance with aggregate limits of \$1,000,000; and
- (4) Professional Liability Insurance with annual aggregate limits of \$1,000,000.

7.2 CP shall indemnify and save harmless Byram, its officers, agents, and employees of and from any loss, costs, damages, claims, expenses or liability by reason of injury to or death of any person or damage to or destruction or loss of any property to the extent resulting from the negligent acts, errors, omissions, defaults, or willful misconduct of CP, its agents, employees, or subcontractors resulting from or arising out of the performance of CP's obligations under this Agreement. The aforesaid is in addition to any other right or remedy which Byram may have in law or equity or otherwise. The above indemnification shall include, but is not limited to, reimbursement of reasonable legal fees and expenses that Byram incurs in the defense of any such claim.

ARTICLE VIII - RESTRICTIONS

8.1 CP is authorized to engage in any other work, design, construction or consultation which is not required to come before the Byram for approvals or endorsements.

8.2 Any work that by its nature will require Byram approval or endorsement prior to implementation or submission to another board, agency or department may be authorized by this Agreement, subject to CP notification and the Byram approval thereof. Such will allow for the Byram to retain special, independent engineering review services, if necessary. CP services will not be utilized in the selection of any special independent engineer for such review.

8.3 If CP submits a bid or proposal for engineering services to any firm, developer, applicant or municipality, or submits price estimates for services that by their natures must come before the Byram for endorsement or approval, whether or not CP is awarded the contract, then Byram will utilize a special review engineer.

8.4 If CP has been employed by any firm, developer, applicant or municipality who subsequently makes application to the Byram for review, approval or endorsement of a plan or project, CP will notify the Byram of said prior professional

association/relationship, and if said employment is continuing or of recent time sequence, the Byram will decide if special review engineering services are appropriate.

8.5 In those cases where the Byram has entered into an escrow agreement with a developer or other entity for the eventual ownership and operation of a sewerage and/or water system, CP agrees to perform no work for these developers or other entities as long as an escrow agreement is in place.

ARTICLE IX - PROVISIONS REQUIRED BY LAW

9.1 All provisions to be included in this Agreement by any law, requirement, or regulation shall be deemed to be inserted by the parties as if the same were fully set forth at length herein.

ARTICLE X - TERMINATION

10.1 This Agreement shall not be terminated for any reason other than bankruptcy, criminal or negligent acts, or failure to perform under the terms of this Agreement. Should either party to this Agreement fail to perform under the terms hereof, the other party shall provide written notice of said non-performance. Said written notice shall contain evidence of the failure to perform and steps which must be taken to rectify the non-performance. The alleged non-performing party shall then be given thirty (30) days to resolve said non-performance. Should said non-performance not be corrected, then the aggrieved party may issue notice of termination of this Agreement for failure of the other party to perform under the terms of this Agreement. Termination shall be effective ninety (90) days after the issuance of said notice of termination.

10.2 In the event that the termination is not the result of any default by CP in the performance of its obligations under this Agreement, CP shall be compensated for all work performed prior to receipt of the notification to terminate such work, together with all reasonable costs and expenses incurred by CP in effecting the termination, including, but not limited to, non-cancellable commitments and demobilization costs.

ARTICLE XI - SUCCESSORS AND ASSIGNS

11.1 Byram and CP bind themselves and their successors, executors, administrators, assigns, and legal representatives to this Agreement, and to the successors, executors, administrators, assigns, and legal representatives of each other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE XII - PROFESSIONAL RESPONSIBILITY

12.1 CP represents that its services under this Agreement shall be performed, within the limits prescribed by Byram and this contract, in a manner consistent with that level of

care and skill reasonably and ordinarily exercised by other professional engineers and environmental consultants under similar circumstances at the time the services are performed.

ARTICLE XIII - POLITICAL CONTRIBUTION DISCLOSURE

- 13.1 This contract has been awarded to CP based on the merits and abilities of CP to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* As such, the undersigned does hereby attest that CP, its subsidiaries, assigns or principals controlling in excess of ten percent (10%) of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Byram if a member of that political party is serving in an elective public office of the Township of Byram when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Byram when the contract is awarded.
- 13.2 Both the Chapter 19 Business Entity Disclosure Certification for Non-Fair And Open Contracts pursuant to N.J.S.A. 19:44A-20.8 , the Chapter 271 Political Contribution Disclosure Form pursuant to N.J.S.A. 19:44A-20.26,the Statement of Ownership Disclosure pursuant to N.J.S.A. 52:25-24.2, and the Stockholder Disclosure Certification pursuant to P.L. 1977, Ch. 33 are incorporated as Attachment No.3 of this Agreement.

ARTICLE XIV - EFFECTIVE DATE

- 14.1 This Agreement consists of Pages 1 through 9 and the following Attachments, and will be considered to be in full force and effect on the date on which it has been executed by both Byram and CP:

Attachment 1: Mandatory Affirmative Action Language

Attachment 2: CP Schedule of Rates & Charges

Attachment 3: Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Form, Statement of Ownership Disclosure, and Stockholder Disclosure Certification

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed on the dates indicated below.

ATTEST:

TOWNSHIP OF BYRAM

Cynthia Church, Township Clerk

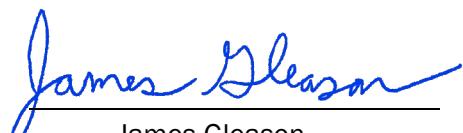
BY: _____

Alexander Rubenstein, Mayor

DATE: _____

ATTEST:

CP ENGINEERS, LLC



James Gleason

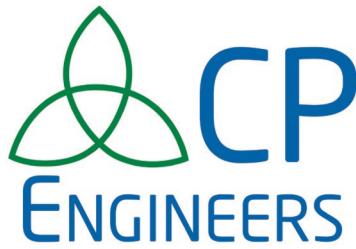
Notary Public of New Jersey

BY: _____



Stephen E. Donati, P.E.
Senior Executive Vice President

DATE: 11/11/2025



2026 SCHEDULE OF FEES AND CHARGES

The following describes the basis for compensation for services performed during the calendar year 2026, effective January 1, 2026. This Schedule of Fees and Charges will be adjusted annually on January 1 of each subsequent year to reflect changes in the cost of conducting business for the new year.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Hourly Rate set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Rate</u>
Senior Principal	220
Principal	210
Senior Project Manager	198
Project Manager	190
Senior Design Engineer	196
Design Engineer	192
Senior Project Engineer	182
Project Engineer	167
Assistant Project Engineer	160
Staff Engineer II	155
Staff Engineer I	145
Engineering Technician	120
Senior Architect	175
Project Architect	156
Senior CADD Technician	145
CADD Technician	124
Construction Engineer	139
Sr. Construction Inspector	118
Construction Inspector	105
Technician/Operator	99
Jr. Technician	89
Technical/Administrative Support	65

including but not limited to, consultants, test borings, specialty contractors, surveyors, and equipment rental, will be charged at cost plus 10%

Vehicles and Mileage

The mileage charge for vehicles used on project assignments will be the current mileage rate established by the Internal Revenue Service.

Other Project Non-Salary Expenses

Other costs incurred which are directly identifiable to the project, including, but not limited to: fares of public carriers; special supplies and/or equipment; fees and special project insurance; large mailings and shipping charges; tolls and parking; outside printing, will be charged at cost plus 10%.

In house copy charges:

Sheet Size	B & W	Color
D	24 x 36	\$3.00/page
E1	30 x 42	\$3.50/page
E	36 x 48	\$4.00/page
		\$25.00/page
		\$35.00/page
		\$40.00/page

Exhibit Mounting D size: \$75.00/Board
Scanning C, D & E Size: \$3.25/Sheet

Subconsultants, Subcontractors and Equipment Rental

The costs of services subcontracted to others,

**TOWNSHIP OF BYRAM
RESOLUTION NO. 018- 2026**

**AUTHORIZING APPOINTMENT OF BOND COUNSEL AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b. has determined it necessary to employ a Bond Counsel for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Robert H. Beinfield, Esq. a professional services contract for 1/1/2026-12/31/2026 at a rate not to exceed what is in the attached proposal dated 10/8/2025; 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 Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services may exceed \$17,500; and

WHEREAS, the anticipated term of this contract is from 1/1/2026-12/31/2026; and

WHEREAS, Robert H. Beinfield, Esq. 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, 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 Robert H. Beinfield, Esq. as described hereinabove; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity 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

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

HAWKINS

HAWKINS DELAFIELD & WOOD LLP
A NEW YORK LIMITED LIABILITY PARTNERSHIP
ONE GATEWAY CENTER, 24TH FLOOR, NEWARK, NJ 07102
(973) 642-8584 | HAWKINS.COM

DIRECT DIAL: (973) 642-1307
E-MAIL: RBEINFIELD@HAWKINS.COM

ROBERT H. BEINFIELD
ERIC J. SAPIR
CHARLES G. TOTO
KRISTINE L. FLYNN
DAVID S. HANDLER
MICHELLE A. LOUCOPOLOS
MEGAN I. SARTOR
NILES B. MURPHY
RYANN K. MCANDREWS
AARON BONDAR*
MOSHIR RAHMANT

October 8, 2025

*ADMITTED IN NY ONLY
†ADMITTED IN PA ONLY

The Township of Byram,
in the County of Sussex, New Jersey

Ms. Cynthia Church
Township Clerk
Municipal Building
10 Mansfield Drive
Stanhope, New Jersey 07874

Dear Cindy:

Thank you very much for your e-mail of October 6, 2025 relating to our anticipated reappointment as bond counsel for the year 2026. As requested, set forth below is our proposed fee schedule for bond counsel services. **Please note that the proposed hourly rates for 2026 have no increases from our 2025 hourly rates and are identical to the hourly rates that have been in effect for over ten years.**

In addition, I am attaching a proposed form of Professional Services Agreement that contains certain State recommended statutory references and the Mandatory Equal Employment Opportunity Language, the Business Entity Disclosure Certification, the Chapter 271 Political Contribution Disclosure Form, the Statement of Ownership Disclosure (this updates and replaces the prior Stockholder Disclosure Certification form) and the Certification of Non-Involvement in Prohibited Activities in Russia and Belarus. In separate attachments are a copy of our New Jersey Business Registration Certificate and a copy of our Certificate of Employee Information Report from the State Treasurer.

For work done and responsibilities assumed in connection with municipal bond issues, we would charge a base fee of \$3,500 plus \$1.00 per \$1,000 of bonds offered for sale with some additional charges for multi-ordinance bond issues (\$150 per ordinance), plus the usual minimal disbursements. For the preparation, review or revision of a draft bond ordinance we charge \$500 with some additional charges for multi-purpose ordinances (\$250 per additional purpose), Local Finance Board involvement and other unique issues. For work done and responsibilities assumed in connection with note issues, we would charge a base fee of \$1,000 plus 50¢ per \$1,000 of notes (with a \$1,000 minimum) and some additional charges for multi-ordinance note issues (\$150 per ordinance), plus the usual minimal disbursements. Additionally, it is necessary for the Township to distribute an official statement in connection with the issuance of its bonds

(and possibly notes). We use an hourly charge basis in determining the fee for such services (with a \$5,000 minimum) and our paralegal, associate, counsel and partner rates range from \$95 to \$250 per hour. In addition, we would charge on an hourly basis for research and work on federal tax and securities law matters, review or preparation of financing documents for special financings, Local Finance Board work, attendance at meetings, litigation and other unique work. Hourly charges on a typical bond or note issue are usually minimal. There would be an additional charge of \$10,000 for refundings and a charge of \$25,000 for pooled loan financings such as the New Jersey Infrastructure Bank. If there were to be unforeseen work in connection with any such financing, our fee for such unanticipated work would be based on the above hourly rates.

It has been a pleasure for all of us here to work with you, the Township and its officials and professionals over the course of many years and I look forward to the opportunity of doing so again next year. Please do not hesitate to contact me if I can do or provide anything further at this time or if either you or others have any questions with regard to the above.

With best regard, I am

Very truly yours,

A handwritten signature in blue ink that appears to read "Bob".

Robert H. Beinfield

RHB:sp
Attachments
E-mail only

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) made and entered into this _____ day of _____, 2025, by and between the Township of Byram, in the County of Sussex, New Jersey (the “Township”), and Hawkins Delafield & Wood LLP, having offices at One Gateway Center, Newark, New Jersey (“Hawkins”),

WITNESSETH:

WHEREAS, the Township requires the services of a recognized bond counsel firm to, among other things: approve the legality of its bonds and notes (the “Obligations”); assist the Township and the Township’s local attorney in every phase of the authorization proceedings for the Obligations; oversee the actual issuance of the Obligations; arrange for the advertising and holding of public sales of the Obligations; attend to the preparation of the Obligations and the delivery and payment for the Obligations at the closing thereof; aid in the timely and efficient consummation of the sale of the Obligations and the preliminary and related proceedings; issue an approving legal opinion that accompanies the Obligations; prepare a notice of sale for the Obligations; assist in matters relating to the receipt of electronic bids for the Obligations; prepare or assist in the preparation of a preliminary official statement and a final official statement relating to the Obligations; prepare or assist in the preparation of any necessary Local Finance Board applications; advise with respect to the federal securities laws relating to initial and secondary market disclosure applicable to the issuance of the Obligations; advise with respect to the federal tax laws applicable to the issuance of Obligations; prepare bond ordinances, capital improvement ordinances, bond resolutions, bond anticipation note resolutions and other related ordinances and resolutions; prepare an arbitrage and use of proceeds certificate and a continuing disclosure undertaking relating to the Obligations; and provide advice from time to time with respect to the foregoing and related matters;

NOW, THEREFORE, the Township and Hawkins hereby agree as follows:

1. Client. The client of Hawkins in this matter will be the Township. Hawkins will be engaged hereunder to render legal advice to the Township as its bond counsel in connection with the issuance of the Obligations.

2. Scope of Services. The primary responsibility of Hawkins as bond counsel to the Township will be to render an opinion regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations and, if applicable, the excludability of interest on the Obligations from gross income for federal and state income tax purposes. In addition, Hawkins would provide the services described in the above preambles and would expect to attend meetings, participate in conference calls and negotiations, undertake research and offer advice when necessary or desirable.

3. Limited Scope of Representation. The duties of Hawkins do not include, among other things, making an investigation or expressing any view as to the creditworthiness or financial strength of the Township or of the Obligations. It is expressly

agreed that the Township shall not request Hawkins to provide predictions or advice regarding, and that Hawkins shall provide no predictions or advice and owes the Township no duty regarding, the financial structuring or feasibility of any arrangement or any predictions or advice as to the ability or likelihood of any other party actually performing its obligations relating thereto. In delivering the bond counsel opinion, Hawkins does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Obligations, nor does Hawkins represent, warrant or guarantee the actual performance rendered by participants in any transaction with the Township. It is also expressly agreed that (i) the client of Hawkins for purposes of this engagement is the Township and not any of its officers or employees, members, creditors, bondholders or any other entities having any interest in the Township or in which the Township has an interest and (ii) accordingly, this engagement will not establish an attorney-client relationship between Hawkins and any such individual, member or other entity.

3. Term of Engagement. Either the Township or Hawkins may terminate this engagement at any time for any reason by written notice, subject on the part of Hawkins to applicable rules of professional conduct. In the event that this engagement is terminated by Hawkins, Hawkins will take such steps as are reasonably practicable to protect the Township's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, Hawkins will be paid for services satisfactorily rendered by Hawkins up to the date of termination and for any post-termination services requested by the Township in connection with the termination.

4. Conclusion of Representation; Retention and Disposition of Documents. At the Township's request, its papers and property will be returned to it or delivered to successor counsel, as it may direct, promptly upon receipt of payment of outstanding fees and expenses. The files of Hawkins pertaining to this engagement will be retained by Hawkins. These Hawkins files include, for example, firm administrative records, time and expense reports and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, Hawkins reserves the right to destroy or otherwise dispose of any such documents or other materials retained by Hawkins within a reasonable time after the termination of this engagement.

5. Post-Engagement Matters. After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative or judicial interpretations thereof, that could have an impact upon issues as to which Hawkins has advised the Township during the course of this engagement. Unless the Township subsequently engages Hawkins, after completion of this engagement, to provide additional advice on such issues, Hawkins has no continuing obligation to advise the Township with respect to any such future legal developments.

6. Fees and Expenses. Fees and expenses for services in connection with this engagement shall be calculated in accordance with the letter of Hawkins dated October 8, 2025.

7. Other Hawkins Engagements. As a major capital markets law firm, Hawkins from time to time has represented, may currently represent and may in the future represent, issuers, underwriters, commercial banks, corporate trustees and other parties involved in the issuance of bonds on unrelated matters. By virtue of the participation of Hawkins in this engagement, the Township acknowledges this fact and agrees to such representation.

8. Township Responsibilities. The Township agrees to cooperate fully with Hawkins and to provide promptly all information known or available to the Township relevant to this engagement. The Township also agrees to pay statements for services and expenses of Hawkins in accordance with the above provisions.

9. Fully Integrated Agreement; Merger. This Agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties and agreements are fully and completely merged herein.

10. Township Acknowledgment. The Township acknowledges that Hawkins is not making any examination or recommendation, nor is Hawkins providing advice, with respect to the business or financial aspects of any financing or of the Obligations. The Township understands that Hawkins cannot provide predictions or advice with regard to the likelihood of success of any aspect of any financing.

11. Specific New Jersey Statutory Provisions. This contract has been awarded to Hawkins based on the merits and abilities of Hawkins to provide the services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned representative of Hawkins does hereby attest that Hawkins, its subsidiaries, assigns or principals controlling in excess of 10% of Hawkins, has neither made a contribution that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of this contract that would, pursuant to P.L. 2023, c. 30, affect its eligibility to perform this contract nor will it make a reportable contribution during the term of this contract to any candidate committee of any person serving in an elective public office of the Township when this contract is awarded. During the term of this Agreement, Hawkins agrees to comply with the equal employment opportunity requirements set forth in N.J.A.C. 17:27 and hereby incorporates by reference the Mandatory Equal Employment Opportunity Language set forth in Exhibit A attached hereto and made a part hereof. Hawkins acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271 §3) if Hawkins receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of Hawkins to determine if filing is necessary.

12. Severability. Any provisions or portion of this Agreement prohibited as unlawful or enforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement.

13. Counterparts. This Agreement may be executed in counterparts, which together will constitute the entire Agreement. The counterparts of this Agreement may be

executed and delivered by facsimile or other electronic signature (including portable document format) and the parties hereto may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

**THE TOWNSHIP OF BYRAM, IN THE
COUNTY OF SUSSEX, New Jersey**

By _____

Name: Alexander Rubenstein
Title: Mayor

HAWKINS DELAFIELD & WOOD LLP

By  _____

Name: Robert H. Beinfield
Title: Partner

**TOWNSHIP OF BYRAM
RESOLUTION NO. 019 – 2026**

**AUTHORIZING APPOINTMENT OF TOWNSHIP PLANNER AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b. has determined it necessary to employ a Township Planner for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Colliers Engineering & Design a professional services contract for the year 01/01/2026-12/31/2026 at a rate not to exceed as outlined in the attached proposal; and

WHEREAS, the Mayor and Council award this contract to Colliers Engineering & Design with the expectation that Daniel Bloch will be the planner for Byram Township; 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 Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services may exceed \$17,500; and

WHEREAS, Colliers Engineering & Design has completed and submitted a Business Entity Disclosure Certification that they will not make any reportable contributions to any political candidate or candidate committee and that the contract will prohibit them from making any reportable contributions through the term of the contract; and

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 Colliers Engineering & Design as described hereinabove; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity 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

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

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

Professional Services Agreement

THIS AGREEMENT is entered into January __, 2026, by and between the Township of Byram (Township) at Byram Township, 10 Mansfield Drive, Stanhope, NJ 07874, United States and COLLIERS ENGINEERING & DESIGN, INC. (Consultant) of 101 Crawfords Corner Road, Ste. 3400, Holmdel, NJ 07733.

WITNESSETH:

WHEREAS the Township desires to engage Consultant to provide Professional services pursuant to N.J.S.A 40A:11-5 for the position of Township Planner and Planning Board Planner.

WHEREAS this Consultant desires to undertake to render such services; and

WHEREAS, the Township authorizes by Resolution, Colliers Engineering & Design, Inc. for the position of Township Planner and Planning Board Planner; and

WHEREAS Consultant accepts such position; and

WHEREAS the Governing Body of the Township of Byram has authorized by Resolution to enter into this written agreement at a regularly scheduled meeting of the Governing Body on _____, 2026.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The Township agrees to engage this Consultant, and the Consultant agrees to perform the professional services during 2026 in accordance with scopes of services for specific projects outlined in project specific proposals.

2. The Consultant shall perform all services to be performed hereunder or, in the event he is unable to be present, by a Consultant competent in the field and duly licensed to practice in the State of New Jersey.

3. The Consultant shall prepare a cost proposal for specific projects and be paid a fee for the professional services. All services will be compensated at the Consultant's most current hourly rates or by a negotiated fee. A copy of the 2026 Rate Schedule is attached hereto and known as Exhibit A and made a part of this contract. In addition, the cost of contracted services, including suppliers or sub-professionals, plus direct charges including disbursements at cost and miscellaneous internal charges shall be billed in accordance with the Rate Schedule in Exhibit A.

Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due when rendered.

Direct charges may include disbursements which are actual expenses incurred by the Consultant and/or his associated firm in connection with specific projects, and include, but are not limited to:

- a. Payment of permit fees, application fees, review fees and similar charges.
- b. Computer expenses including time and proprietary program charges.
- c. Outside printing, reproduction, binding, collating and other graphic services.
- d. Messenger service, postage and handling of drawings and specifications, reports, contracts, and other bulky items.

If the Township fails to make any payment due the Consultant for services or expenses within sixty days after receipt of a properly rendered statement, the amounts due the Consultant shall include a charge at the rate of 1-1/2 percent per month from said sixtieth day.

4. The Consultant shall secure and maintain Workmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the Township, the Consultant and/or his associated firm and their employees and agents from claims for bodily injury, death or property damage which may arise from the performance of his (their) services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 with \$1,000,000 excess liability coverage. Automotive liability coverage shall not be less than \$1,000,000 combined single limit and \$1,000,000 excess liability coverage. If requested, the Consultant shall provide Certificates of Insurance to the Township. Such certificates shall provide that the Township shall receive (10) days written notice prior to any cancellation or alteration of the policy limits.

The Consultant shall provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Consultant and/or his associated firm for claims which arise from the negligent performance of the Consultant pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least \$1,000,000 per claim/aggregate.

5. To the fullest extent permitted by law, Township shall indemnify, defend and hold harmless Colliers Engineering & Design, Inc. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Consultant from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Consultant or any claims against Consultant arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Consultant is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Township agrees to defend, indemnify and hold harmless Consultant from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Consultant which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Consultant. This indemnification shall not apply to claims, damages,

losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Consultant of obligations under this Agreement.

6. The services called for in the contract shall be provided commencing on January 1, 2026. Either the Township or Consultant can terminate this Agreement within 30 days of written notice served upon the Municipal Clerk, the Township Attorney and Consultant of the firm of Colliers Engineering & Design, Inc. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this agreement with the surviving portion remaining in full force and effect.

7. The Consultant agrees all plans, specifications, reports, and other documents ordered by the Township and submitted to the Township shall remain the property of the Township for use by the Township in current or future programs. Unless the Township directs otherwise, the Consultant shall provide one (1) reproducible record set of all project drawings and one (1) set of signed and sealed prints to the Township. All work and direct charges shall be billed as herein provided. At the completion of work or in the event of termination, all work sheets and internal office communications of the Consultant, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the Consultant, as instruments of his service. The Township, at its expense, may obtain reproducible record prints of any sketches or drawings and copies of any and all documents. The Consultant will provide the Township, or its representatives, access to his files during normal working hours for the purpose of determining the extent of necessary duplication.

8. All documents including drawings and specifications prepared by the Consultant pursuant to this Agreement are instruments of service with respect of the project. They are not intended or represented to be suitable for reuse by Township or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Township's sole risk, with no liability or legal exposure to Consultant; and Township shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Township and Consultant.

9. Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. Consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such actions shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

Consultant where applicable, will in all solicitations or advertisements for employees placed by or on behalf of it state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex.

Consultant where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Consultant, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

Consultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1075, c. 127, as amended and supplemented from time to time.

Consultant agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, or sex, and that it will discontinue the use of any recruitment agency which engages in direct discriminatory practices.

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

Consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, or sex, and conforms with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Consultant shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

[Signatures to follow]



WITNESS OR ATTEST:

Township of Byram

WITNESS OR ATTEST:

COLLIERS ENGINEERING & DESIGN, INC.

Daniel Bloch, Regional Discipline Leader/Planning

Byram Township, Sussex County, New Jersey
Rates are effective January 1, 2026 through December 31, 2026

Technical Staff Rates	
Billing Titles	Hourly Rates
Technical Director	190.00
Project Manager	185.00
Senior Project Specialist	185.00
Project Specialist	180.00
Technical Professional	175.00
Technical Specialist	170.00
Specialist	165.00
Senior Data Technician	160.00
Senior Technical Assistant	150.00
Technical Assistant	140.00
Data/Field Technician	130.00
Survey Crew – 1 Person w/Robotic Equipment	195.00
Additional Survey Crew Member	85.00
SUE Crew (designating) – 1 Person	160.00
Additional (designating) Member	85.00
SUE Crew (locating) – 2 Person	220.00
Additional (locating) Member	85.00
Expert Witness	425.00
Sr. LSRP (NJ Only)	330.00
LSRP (NJ Only)	290.00

Reimbursable Expenses	
General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.70 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.20 / Each
Color Photocopies	2.20 / Each
Document Binding	4.50 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	95.00 / Each
Primary Plan Set Submission Digital Signature	325.00 / Set
Additional Plan Set Submissions Digital Signature	100.00 / Set
Mileage Reimbursement*	0.70 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 020 - 2026**

**AUTHORIZING APPOINTMENT OF THE TOWNSHIP AUDITOR AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b. has determined it necessary to employ a Township Auditor for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Raymond Sarinelli of Nisivoccia, LLP a professional services contract for the year 01/01/2026-12/31/2026 in accordance with the attached November 17, 2025 proposal; 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 Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services may exceed \$17,500; and

WHEREAS, Raymond Sarinelli of Nisivoccia, LLP 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, 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 Raymond Sarinelli of Nisivoccia, LLP as described hereinabove; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification will 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

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 7, 2025.

Cynthia Church, RMC
Township Clerk

The Honorable Mayor and Members of
the Township Council
Township of Byram
Page 10
November 17, 2025

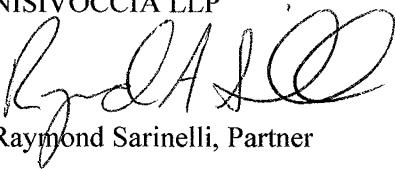
Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

NISIVOCCIA LLP



Raymond Sarinelli, Partner

November 17, 2025

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Township of Byram by:

Name: _____

Title: _____

Date: _____

Township of Byram

2026 Audit Rates

Hourly rates:

Staff to Senior Accountant	\$ 87 - \$151 per hour
Supervisor to Manager	\$152 - \$194 per hour
Partner	\$200 - \$220 per hour

Note: An audit fee will be agreed upon for 2026 when the 2026 budget is prepared.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 021- 2026**

**RESOLUTION AUTHORIZING THE EXECUTION OF THE 2026 AGREEMENT BY
AND BETWEEN BYRAM TOWNSHIP AND PHOENIX ADVISORS, LLC COVERING
CONTINUING DISCLOSURE AGENT SERVICES AND APPOINTMENT AS
INDEPENDENT REGISTERED MUNICIPAL ADVISOR “OF RECORD”**

WHEREAS, it is beneficial to retain the assistance of appropriately registered experts in the field of municipal bond finance, with knowledge and experience in these matters, to assist in assuring compliance with CDAs and to stand ready to provide advice as needed with the issuance of municipal debt; and

WHEREAS, Phoenix Advisors, LLC submitted a proposal dated October 6, 2025, outlining the services to be provided for an amount not to exceed \$1,600.00.

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 in connection with the 2026 Agreement by and between Byram Township and Phoenix Advisors, LLC.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk



VIA ELECTRONIC MAIL

October 6, 2025

Ms. Ashleigh Frueholz, Chief Financial Officer
Byram Township
10 Mansfield Drive
Stanhope, NJ 07874

Dear Ms. Frueholz:

Thank you for choosing Phoenix Advisors as your Municipal Advisor and Continuing Disclosure Services. We have enclosed our annual professional services agreement, which includes our scope of services, compensation information and certain regulatory disclosures.

Rest assured that our professionals will serve as a valuable resource for all services provided over the term of this agreement. Of course, we are always available to answer general questions concerning secondary market disclosure requirements, municipal market conditions and outstanding debt issues, or to prepare preliminary financing analyses and review project proposals. Should you request additional services in connection with a specific engagement not governed by this agreement, such as debt issuance or financial consulting (all as more fully described in the Overview of Additional Services exhibit), you will receive a separate engagement letter inclusive of the scope of services and proposed compensation.

Please read this information carefully, then sign and return the agreement, at your convenience to phoenix@muniadvisors.com.

If you have any questions, please contact Phoenix Advisors at phoenix@muniadvisors.com or call (609) 291-0130.

Very Truly Yours,

Bryan Morris

Bryan Morris, Managing Director



AGREEMENT for Municipal Advisor and Continuing Disclosure Services

THIS AGREEMENT (the "Agreement"), made and entered into on January 1, 2026, by and between Byram Township, 10 Mansfield Drive, Stanhope, NJ 07874 (the "Client"), and Phoenix Advisors, a division of First Security Municipal Advisors, Inc., 2000 Waterview Drive - Suite 101, Hamilton, NJ 08691 ("Phoenix Advisors"),

WITNESSETH:

WHEREAS Phoenix Advisors has expertise across a variety of disciplines, including but not limited to municipal advisor services, continuing disclosure, rating agency surveillance, project finance, debt management and budget/financial consulting, and being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), is qualified to perform such professional services;

WHEREAS the Client desires to engage Phoenix Advisors, or its successors or assigns, to perform the professional services set forth in the exhibits hereto; and

WHEREAS the terms and conditions under which Phoenix Advisors will provide such services to the Client are set forth herein;

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

General. Phoenix Advisors will perform the professional services set forth in the exhibits hereto.

Term. This Agreement shall have a term of one (1) year from the effective date noted above. This Agreement is subject to annual renewal and may be terminated by either the Client or Phoenix Advisors upon thirty (30) days prior written notice.

General Compensation. The client agrees to the compensation schedule as set forth in the exhibits hereto. There shall be no additional charge for out-of-pocket expenses incurred by Phoenix Advisors unless specifically agreed. Should any modification of fees become appropriate, the client shall receive written notification. In the event of termination of the agreement, Phoenix Advisors reserves the right to receive payment of its fee, calculated on a pro rata basis, for all services rendered under this Agreement up to and including the date of termination.

Professional Qualifications for Municipal Advisor Services. Under SEC and MSRB regulations, municipal advisor professionals owe a fiduciary duty to the Client. Any person that provides advice to municipal entities concerning the issuance of municipal securities must be registered with the SEC and the MSRB. Any Phoenix Advisors professional providing municipal advisory advice to our clients must hold a Series 50 Municipal Advisor Representative license. Phoenix Advisors



professionals who supervise the provision of municipal advisory advice must hold a Series 54 Municipal Advisor Principal license. All Phoenix Advisors municipal advisor professionals hold the appropriate licenses. All licensed professionals are subject to continuing education protocols.

Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority concerning any decision of the Client or any official of the Client beyond the rendition of information or advice. Phoenix Advisors does not provide legal or accounting advice. None of the services contemplated in this Agreement shall be construed as legal advice or a substitute for legal services. The Client hereby acknowledges its responsibilities concerning federal securities laws and represents its intention to comply in all respects with federal securities laws. Phoenix Advisors and the Client agree, at their own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. Phoenix Advisors and the Client will obtain and maintain in force, at its own expense, all licenses, permits, and approvals required for its performance under this Agreement and will obtain all required authorizations and approvals prior to commencement of the services.

Disclosure of Conflicts of Interest. The MSRB requires Phoenix Advisors to provide written disclosure to the Client about material conflicts of interest. Disclosures required by the MSRB are set forth in the exhibits hereto.

Limitation of Liability. Under federal regulations, Phoenix Advisors has a fiduciary duty to our clients. We utilize extensive market data when providing advice regarding a financing, and we will bring our experience and available resources to bear to achieve a successful closing of your transaction. After closing, market movement, or other changing circumstances in the marketplace over which Phoenix Advisors has no control, may occur. While neither positive nor negative market movement can be guaranteed, Phoenix Advisors shall not be held responsible for any market realities that may negatively affect your financing. By understanding and accepting these limitations, the Client is *not* waiving any of its legal rights under applicable securities laws, nor any other laws the Client may be legally prevented from waiving.

Entire Agreement. The Agreement and all exhibits thereto constitute the entire agreement of the parties hereto and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter, and this Agreement, including all exhibits thereto, prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement, including all exhibits thereto, unless such additional terms are consented to by both parties in writing.

Successors and Assignees. The Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement may be assigned by Phoenix Advisors or the Client to any entity which acquires all, or substantially all, of Phoenix Advisors' assets and key personnel.



Severability and Survival. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect. The covenants set forth above shall survive and shall continue to be binding notwithstanding the termination of this Agreement for any reason whatsoever.

Applicable Law. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, The Client and Phoenix Advisors have caused this Agreement to be duly executed by their authorized representatives, as of the effective date noted above.

BYRAM TOWNSHIP

By: _____
Authorized Signatory

PHOENIX ADVISORS

By: Bryan Morris
Bryan Morris, Managing Director



EXHIBIT I - CONTINUING DISCLOSURE OVERVIEW OF SERVICES

Phoenix Advisors has offered comprehensive continuing disclosure services since 2014. Under SEC Rule 15c2-12 (the “Rule”), issuers of municipal debt must regularly make secondary market disclosure of financial information and other disclosable events, as described in the continuing disclosure undertakings in the Official Statements that accompany their debt issues. With the cooperation of the client, Phoenix Advisors compiles the required information, files it in a timely fashion and provides confirmation of the filing for client records to demonstrate compliance with the Rule.

- **Codify Issues That Are Subject to Continuing Disclosure**
 - Obtain and examine the Client’s Official Statements relating to its outstanding bond issues to research the requirements found in the prior undertakings.
 - Review the Client’s financial statements for information concerning debt and lease obligations and other relevant obligations.
 - Discuss with the Client its filing and/or reporting obligations.
- **Disclosure Obligation & Debt Service Schedule Setup**
 - Capture critical data concerning continuing disclosure requirements and filings, along with principal and interest debt service payments for our proprietary database.
 - Apply database functions to each outstanding financial obligation with filing requirements.
 - Provide initial report to the Client to review and confirm for accuracy.
 - On an ongoing basis, enter into our database new financial obligations of which the Client has made us aware.
- **Monitor, React and Meet Filing Deadlines**
 - Actively monitor the Client’s unique deadlines to ensure timely filing of required documents.
 - When possible, gather required documents from public sources, e.g., state and local websites.
 - Provide database-generated messages to give the Client sufficient advance notice of approaching filing deadlines.
 - Contact the Client by phone or email to pursue missing documents.
 - Monitor the evolving regulatory environment, including collaboration with the bond counsel community regarding interpretations and materiality.
- **File Financial and Operating Data**
 - File Operating Data in addition to filing Audited Financial information.
 - Work with the Client to assure that Operating Data reports, as filed, meet the requirements of the Client’s prior undertakings.
 - If necessary, prepare the required Operating Data document to be filed in accordance with the Client’s prior undertakings.



- **Confirm Filings to Client Promptly**
 - Forward to the client MSRB submission confirmations for disclosure filings made on EMMA.
 - Record and maintain EMMA filings in our proprietary database.
- **File Documents Uniformly, Accurately and Promptly**
 - Use consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology.
 - Associate filings with appropriate CUSIP numbers on EMMA.
 - File documents on EMMA within forty-eight (48) hours of receipt.
 - In concert with the Client, identify relevant documents not required to be filed under the Client's prior undertakings and file them as voluntary submissions on EMMA. These may include budgets, debt statements, unaudited financial statements and bank loans.
- **Disclosure Events and Timely Filing of Notices**
 - Proactively monitor rating agency news and web sites for rating changes that affect the Client and file appropriate disclosure event notices on EMMA.
 - Proactively monitor rating changes affecting bond insurers or credit enhancement programs, e.g., state school bond enhancement programs, to determine which, if any, of the Client's bonds are affected and file appropriate disclosure event notices.
 - File event notices for the various disclosure events identified by the Rule on the Client's relevant financial obligations that are impacted.
- **Provide a Comprehensive Filing Report Each Year**
 - Annually prepare a continuing disclosure summary report containing each issue for which there is a continuing disclosure obligation, each required filing made and each disclosure event notice filed on the Client's behalf during the reporting year.
 - Include in the summary report a (5) year history of the Client's filings.
 - Prior to the publication of an offering document relating to municipal securities, the Continuing Disclosure Agent, if made aware of such offering, will prepare an interim report for the Client to review for completeness and accuracy.
 - The interim report will provide the basis for certain disclosures made in the offering document. The Continuing Disclosure Agent, bond counsel and other interested parties are entitled to rely upon the interim report.



- **Serve as your Liaison to DTC**

- Debt service payments must be on time, in the correct amounts and with the correct references, in order to avoid clean up administration and reporting that can unnecessarily alarm investors.
- Phoenix Advisors acts as an interface to facilitate the timely allocation and processing of funds through the complexities of DTC's rigid systems.
- Leverage our existing relationships with DTC staff to help demystify their inner workings and guide you through the complexities of dealing with your book-entry principal and interest payments.
- Provide timely reminders of your principal and interest payments through our Debt Caddie program, if applicable. Please note that at this time Debt Caddie is not yet available for private leases or loans, conduit debt issuances or Authority transactions.
- Debt Caddie provides the Client with a detailed payment reminder with itemized principal and interest amounts due (per issue and in the aggregate, if applicable), for cross-checking against your own records and the payee's.
- The Client will receive a separate reminder for each scheduled payment date throughout the contract year.

Client Responsibilities

- The occurrence of a disclosure event may not be apparent to the Continuing Disclosure Agent. It is ultimately the Client's responsibility to notify the Continuing Disclosure Agent of any reportable event.
- Clients are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Client to notify the Continuing Disclosure Agent when the Client is so notified by the rating agencies or other entities.
- It is the responsibility of the Client to review submission confirmations for accuracy and completeness and retain copies of submission confirmations in its files.
- The Client must review the annual continuing disclosure summary report and relay to the Continuing Disclosure Agent within ten (10) calendar days any error, discrepancy, omission or concern relating to the accuracy or completeness of the report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Client, the report is accepted by the Client as accurate and complete.
- If this process requires collaboration with any of the Client's other retained professionals, any fees of those professionals are solely the responsibility of the Client.
- It is essential that the Client notify Phoenix Advisors within ten (10) calendar days of the occurrence of any disclosure event requiring the filing of an event notice under the Rule or the Client's prior undertakings.



The disclosure events requiring such notification include:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- vii. Modifications to rights of security holders, if material;
- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the securities, if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the obligated person;
- xiii. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- xv. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.



EXHIBIT II - COMPENSATION

Phoenix Advisors has a fiduciary duty to put your interests first in all matters relating to our engagement. There is no separate fee or obligation related to the appointment of Phoenix Advisors as your Municipal Advisor and Continuing Disclosure Agent, other than the fees for Continuing Disclosure Services noted below. As your Municipal Advisor and Continuing Disclosure Agent, we remain available to answer general questions concerning outstanding debt issues, market conditions, ratings, DTC payments or to prepare preliminary analyses, as requested. **Note that you will only be invoiced for Continuing Disclosure Services if you have a bond, lease or bank loan obligation outstanding during the contract year.**

FEES FOR CONTINUING DISCLOSURE SERVICES:

- ❖ \$1,600 base fee (for up to 3 outstanding issues), plus \$150 for each additional outstanding obligation, if filings are required.
- ❖ \$500 initial set-up charge per new issue, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
- ❖ \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
- ❖ \$250 for each Notice of Redemption made in connection with an outstanding term bond maturity.
- ❖ All fees are accumulated and invoiced towards the end of the relevant year.

If you request municipal advisor services for a specific engagement, such as the issuance of bonds, notes or leases, rating agency surveillance or other budget/financial consulting services, as more fully described herein, you will receive a separate engagement letter. Non-hourly compensation is **all-inclusive** – we do **not** charge for out-of-pocket expenses, fees for travel time or attendance at meetings without prior notification. Costs associated with debt issuance are customarily included in the bond authorization and would likely not be part of your current budget expenses. The details of compensation and municipal advisor services provided will be clearly delineated in the engagement letter.



EXHIBIT III - MSRB REQUIRED DISCLOSURES

Phoenix Advisors, a division of First Security Municipal Advisors, Inc. ("Phoenix Advisors"), is a licensed municipal advisor duly registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB requires municipal advisors to provide their clients with certain disclosures relating to actual or potential material conflicts under Rule G-42.

MSRB Rule G-42 requires that all municipal advisors provide disclosures of legal or disciplinary events material to the integrity of the municipal advisor's management or advisory personnel. There are no legal or disciplinary events concerning Phoenix Advisors filed on the firm's Form MA, or associated personnel's Form MA-I, filed with the SEC. The MSRB's website is www.msrb.org and the Municipal Advisor Client Brochure is at www.msrb.org/sites/default/files/MSRB-MA-Clients-Brochure.pdf. SEC forms MA and MA-I are available on the SEC's EDGAR website at www.sec.gov/edgar/searchedgar/companysearch (type "First Security Municipal Advisors" in the search box).

Having exercised reasonable diligence, we are aware of no material conflicts of interest that would preclude us from fulfilling our fiduciary duty on any transaction for which we are engaged. Should we become aware of any material conflict, we would immediately inform the affected parties. Phoenix Advisors makes the following disclosures in connection with our engagement:

General Mitigation of Conflicts. Phoenix Advisors has a fiduciary duty to our clients, which includes a duty of loyalty in performing all municipal advisor services. Accordingly, we are always ethically bound to deal honestly and in the utmost good faith with our clients, placing your interests ahead of ours at all times. We also mitigate potential conflicts by adhering to a high standard of suitability for any service rendered to our clients. Phoenix Advisors mitigates any potential conflict described below through our adherence to this fiduciary duty.

Other Business Lines. Phoenix Advisors offers a variety of services, including but not limited to Municipal Advisor services, fiscal/budgetary consulting, redevelopment advisory, and various post-issuance compliance services such as Continuing Disclosure Agent services. These offerings could lead to the appearance of a conflict through the cross-selling of our services; however, we clearly disclose that there is no contingency requiring a client to accept multiple services.

Other Municipal Advisory Relationships. Phoenix Advisors serves a broad array of other clients, such as school districts, cities and towns, fire districts, counties, and regional authorities that may, from time to time and depending on specific circumstances, have interests that compete with yours. Phoenix Advisors owes a fiduciary duty to any and all clients for whom it performs Municipal Advisory services. No other engagements or relationships would impair our ability to fulfill our regulatory duties to any client.

Third-Party Service Providers. From time to time, third-party service providers or vendors may host informative conferences, seminars, social events and other functions that are attended by industry participants, including Phoenix Advisors. We typically solicit competitive quotes for third-party services with or without attending any functions sponsored by vendors.

Non-Exclusive Relationship. Phoenix Advisors may represent, perform services for, and contract with as many additional clients, persons, or companies as we, in our sole discretion, see fit, provided those services do not pose a conflict of interest with the services we perform for our clients.

Ongoing Disclosure. All municipal advisors are required to provide to each client written documentation of their municipal advisor relationship. You have received a written agreement and/or engagement letter, that



includes a scope of services, compensation information and disclosure of potential conflicts of interest, if any. We review each engagement to identify, mitigate or eliminate potential conflicts of interest.

Compensation-Based Potential Conflicts. MSRB Rule G-42 requires that all municipal advisors provide this information regarding the potential for conflicts arising from certain types of pricing.

Fixed Plus Variable Fee Contingent Upon Completion. Compensation includes both a fixed fee component and variable fee component, and the payment of such fees shall be contingent upon the completion of the engagement. This form of compensation may present a potential conflict of interest because, in certain circumstances, it could result in the recommendation of less time-consuming alternatives, failure to perform a thorough analysis of alternatives or a larger than necessary par amount.

Variable Fee Contingent Upon Completion. Compensation is based on the size of the engagement and the payment of such fees shall be contingent upon the completion of the engagement. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive to recommend a financing that is unnecessary, disadvantageous, or includes a larger than necessary par amount.

Fixed Fee Contingent Upon Completion. Compensation is a fixed amount and the payment of such fees shall be contingent upon the completion of the engagement. The amount is usually based upon, among other things, the expected duration and complexity of the transaction and the scope of services to be performed. This form of compensation may present a potential conflict of interest because the transaction could require more work than originally contemplated, which could result in the recommendation of less time-consuming alternatives or failure to perform a thorough analysis of alternatives.

Hourly Fees. Compensation is based on the hourly fees of our personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation may present a potential conflict of interest because, absent an agreed upon maximum fee, there may not be a financial incentive to recommend alternatives that would result in fewer hours worked.

**If you have any questions about your relationship with Phoenix Advisors,
call your Municipal Advisor professional at 866-291-8180**



Note: The following overviews are not formal Scopes of Services. For a specific engagement, a more detailed Scope of Services tailored to the actual services requested will be provided.

EXHIBIT IV - OVERVIEW OF ADDITIONAL SERVICES

DEBT ISSUANCE

At Phoenix Advisors, we believe the client deserves a complete understanding of the municipal debt issuance process. We guide you through the marketplace, addressing any questions and concerns at each juncture. There are various types of debt financing available to municipal issuers, including general obligation bonds, notes, leases, bank loans, ESIPs and State/Federal loan programs, to name a few. Our primary objectives are to develop a strategic plan that fits your needs, to coordinate the financing process, to take an active, constructive role on your behalf in the execution of the transaction, and to provide post-issuance analysis and administration. As Municipal Advisor for an issuance of debt, we perform the following:

1. Initial Planning, analysis and pre-referendum work, if applicable.
 - Provide analytical and support services for financial planning efforts, including a comprehensive review of the client's timetable and capital budget strategy.
 - Develop comprehensive tax impact analyses based on debt service payments (current and future), offsetting aid/revenue, tax base trends and project revenue constraints (i.e., energy savings, project fund investment income, new revenue streams, etc.).
 - Provide an evaluation of financing options/alternatives and structure financial models to demonstrate each option's benefits, costs and tax impacts.
 - To enhance public understanding of the financing, we assist in the preparation of marketing materials, public presentations and community information, as needed.
2. Develop a strategic plan that fits your needs.
 - Design a sound plan of finance that considers your existing financial strengths and growth patterns to ensure the success of the current and future transactions.
 - Assess the cost-benefit of available financing options, structures & concepts.
 - Recommend appropriate structure, terms, credit enhancements and timing-to-market.
 - Prepare clear and concise public presentations to State oversight boards, governing bodies, rating agencies or bond insurers.
3. Coordinate the financing process.
 - Establish a timeline identifying key events, dates, and responsibilities.
 - Manage communication and workflow transparently among the working group.
 - Contribute to preparation of the Official Statement and other required offering documents consistent with market standards and satisfactory to interested parties.
 - Develop rating agency strategy, researching and preparing a comprehensive rating presentation to obtain the best possible result. (**See Rating Agency Expertise herein.**)
 - Prepare specifications, solicit and evaluate bids, and recommend the most cost-effective, qualified providers of third-party services, if necessary.



4. Execute the transaction.
 - Utilize real-time market statistics and reference points to evaluate the market environment and determine suitable timing, terms, and structure.
 - Coordinate public bid solicitation for competitive sales and manage the underwriter selection process for negotiated sales.
 - Conduct investor outreach to educate investors and underwriters about your offering.
 - Participate actively in the sale of your debt, provide live translation of events during competitive bid submissions, and dialogue strategically with underwriters if negotiated.
5. Administration, post-issuance analysis and reporting.
 - Administer efficient closing – flow of funds, closing documents, debt service schedules.
 - Provide options for investment of bond proceeds, if necessary.
 - Produce summary report(s) and follow-up analysis.
 - Monitor outstanding debt and market conditions for refunding opportunities.
 - Assist with secondary market reporting requirements, if engaged. (**See Continuing Disclosure herein.**)

DEBT MANAGEMENT, BUDGET/FISCAL CONSULTING & CAPITAL PLANNING

Our professionals have extensive experience in debt management, budget/fiscal consulting, and capital planning. Services in this area will be tailored to your specific needs, which may include any of the following specialized tasks and services:

- Analyze existing and future obligations in the context of debt capacity, debt per capita, and amortization, including mitigation options such as restructuring and refinancing.
- Provide analytical services for financial planning efforts and assist with long-range capital budget, financing strategy and debt service projections.
- Review third-party solicitations with respect to debt refinancing, financial products, or RFP responses, and assess their viability.
- Review budget operations, including revenue shortfalls or expenditure overflows based on changes in the tax levy, other revenues, state aid, debt service and other expenditures, and quantify impacts on the taxpayers, ratepayers, and other stakeholders.
- Develop customized debt management and/or fund balance policies.
- Provide quantitative analysis relating to the defeasance of outstanding debt and/or tax impact analysis relating to the proposed issuance of new debt.
- Assistance with the investment of bond proceeds and reserve funds.
- Serving as “bidding agent” to obtain a portfolio of open market U.S. Treasury securities at a cost-effective price.



ENERGY SAVINGS IMPROVEMENT PROGRAMS

Phoenix Advisors has been the leader in providing municipal advisory services on ESIP financings. Since the new ESIP law was enacted in 2009, Phoenix Advisors and its professionals have served as municipal advisor on more ESIP financings than any other New Jersey municipal advisory firm.

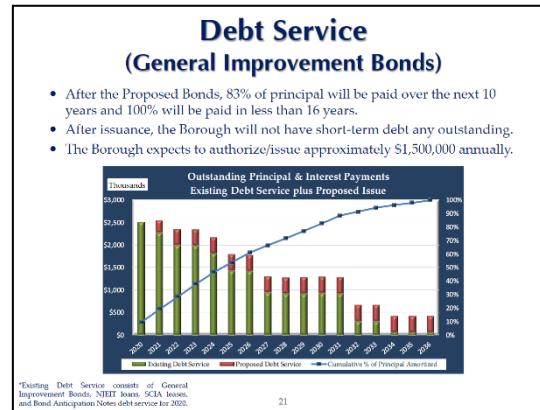
- Provide advice regarding renewable energy and energy efficient projects through either a lease purchase or bond financing through the Energy Savings Improvement Program.
- Evaluate competitive bids for Energy Savings Company (“ESCO”) services and/or professional engineering/energy approach towards execution of ESIP. Provide input as to the value of ESCO guarantees and their costs.
- Advise as to costs/benefits of lease purchase financing versus refunding bond financing (competitive, negotiated, private placement methods) given existing legal constraints, market conditions and credit factors.
- Review and analyze the proposed project, projected energy savings, optimal repayment schedule and project timing, and advise in final structuring decisions to ensure annual debt service levels meet preferred debt service coverage ratios and do not exceed projected energy savings and incentives.
- Solicit proposals from lessors or investment banking firms and prepare or review the various financing documents prepared in connection with the ESIP.
- Coordinate the application to the Local Finance Board and meet with the Division of Local Government Services and Board of Public Utilities staff, as needed.

RATING AGENCY EXPERTISE

A proactive, strategic approach to interaction with rating agencies is essential to achieving a successful outcome since a strong underlying credit rating is critical to achieving the best possible financing. With this goal, Phoenix Advisors takes the lead in the rating process by recommending the appropriate rating agency (or agencies) and helps you interact with them more effectively.

Each agency uses its own proprietary evaluation methodology, which our professionals have studied and are intimately familiar with. A municipal credit rating is generally comprised of four parts:

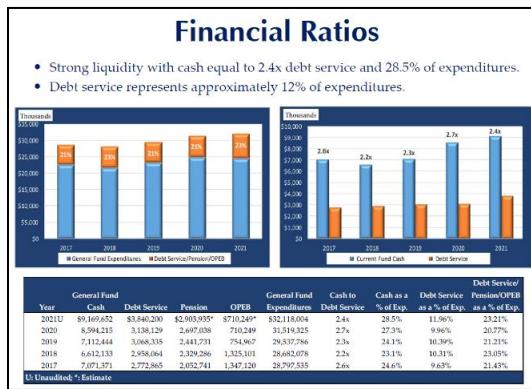
- i. economic data and taxpayer / ratepayer base
- ii. financial performance, liquidity, and reserves
- iii. debt and liabilities
- iv. management and policies



We prepare a comprehensive presentation tailored to your unique characteristics and circumstances, emphasizing the areas on which the rating agencies are expected to focus during their review. We understand the economic, demographic and financial ratios that impact your credit rating and will help you put your best foot forward by highlighting your strengths. From local



wealth/income metrics to fund balance ratios, our presentation will serve as a guide for the discussion to ensure we touch upon all the key areas.



Our professionals take the lead in discussions but give you ample opportunity to elaborate on each topic. We request a list of questions from the credit analyst in advance to avoid surprises. In addition to emphasizing your strengths, it is important to address proactively what could be perceived as limitations, giving you the ability to structure the discussion. We will work with you and the credit analyst to provide any information requiring follow-up after the presentation.

A stronger credit rating attracts broader appeal in the capital markets, which leads to more cost-effective financings. Whether for a new issue or a periodic surveillance review, Phoenix Advisors helps you to interact with the rating agencies more effectively.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 022 - 2026**

**RESOLUTION AUTHORIZING GRACIE & HARRIGAN CONSULTING
FORESTERS, INC., TO PROVIDE VARIOUS FOREST STEWARDSHIP
SERVICES FOR THE 2026 SEASON**

WHEREAS, the Township Council of the Township of Byram determined that there was a need to authorize Gracie & Harrigan Consulting Foresters, Inc., to provide various forest stewardship services for the 2026 season; and

WHEREAS, Gracie & Harrigan Consulting Foresters, Inc., submitted a proposal dated December 2, 2025, outlining the services to be provided; and

WHEREAS, the Chief Financial Officer of the Township of Byram has certified that funds are available;

NOW, THEREFORE, BE IT RESOLVED, by the Township of Byram, County of Sussex and State of New Jersey that it hereby authorizes Gracie & Harrigan Consulting Foresters, Inc., to provide various forest stewardship services for the 2026 season.

BYRAM TOWNSHIP COUNCIL

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

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

Providing Forest
Management Services
For Over 40 Years.



Gracie & Harrigan
Consulting Foresters, Inc.

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

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

December 2, 2025

Ms. Cynthia Church, RMC/CMR
Byram Township Clerk
10 Mansfield Drive
Stanhope, New Jersey 07874

Cindy,

Gracie and Harrigan Consulting Foresters, Inc. is looking forward to working with Byram Township with the stewardship of their forested parklands. Over the next year I anticipate the following activities along with annual costs.

1. Participation in 3 to 4 OS meetings/ field visits. Virtual meetings are normally billed for 1 hour at \$150/hr. whereas in person meetings will be billed for approximately 2 to 3 hours at the same rate. It would be preferred to schedule at least one on site meeting. I will be available to send my reports in advance of meetings and can be available by phone to help curb costs.
2. I will continue to work within the Farr Forest Management Plan to assist with future stewardship activities. During 2026, we can continue to discuss future projects on Tamarack, Cranbury Overlook and Glenside. Currently, a 5- acre unit of forest stand improvement is marked on Cranbury Overlook and we anticipate the harvest to occur in the coming weeks. In addition, a Prescribed Burn Permit (RxB) has been submitted with the New Jersey Forest Fire Service to conduct a burn at Tamarack during the winter of 2026. I will also continue to review other parks for future stewardship activities. Since it is difficult to determine the number of hours, perhaps we can continue to cap the hours at 20 hours.
3. As discussed, consideration is being given to prepared individual Forest Management Plans for Tamarack, Cranbury Overlook and Glenside. If the Township wishes to proceed, I can provide separate proposals for each parcel.
4. The selective timber harvest on Glenside continues to be pending. If we are to proceed our fees are covered by a commission (20%) of the total revenue received by the township so there will be not out of pocket cost.

Please let me know if additional information is needed at this time. I look forward to working with Byram Township in 2026.

Respectively submitted,

Heather J. Gracie, SAF, CF
President

TOWNSHIP OF BYRAM
RESOLUTION NO. 023 - 2026

**APPOINTMENT OF DARREN RAYMOND FOR APPRAISAL SERVICES RELATING TO THE STATE
TAX COURT RESIDENTIAL APPEALS**

WHEREAS, the Township of Byram will require professional services in connection with appraisal services relating to the State Tax Court Residential Appeals; and

WHEREAS, the above-mentioned services can be performed adequately and effectively by Darren Raymond not to exceed \$150.00 per hour as outlined in the attached 10/14/2025 proposal; and

WHEREAS, the Local Public Contracts Law (NJSA 40A:11-5 et seq) requires that the resolution authorizing the award for Professional Services without competitive bid and the contract itself must be available for public inspection.

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

1. The Township of Byram hereby authorizes the execution of a professional services agreement with Darren Raymond, SCGREA from January 1, 2026 through December 31, 2026.
2. A notice of this resolution shall be printed once in the official newspaper of the Township of Byram.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing Resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk



APPRAISAL SYSTEMS, INC.

REAL ESTATE APPRAISAL SERVICES

139 HARRISTOWN ROAD
SUITE 103
GLEN ROCK, NEW JERSEY 07452
(201) 493-8530-Telephone

October 14, 2025

Ms. CINDY CHURCH, RMC / CMR

Byram Township
10 Mansfield Drive
Stanhope, New Jersey 07874

Re: Proposal for State Tax Court Appraisal Services in 2026

Dear Ms. Church:

At your request, I am pleased to provide our proposal for appraisal services to be rendered to the Township of Byram. With your approval, the Firm shall assist the Municipality by providing an expert witness, Darren Raymond, MAI, SCGREA, at the State Tax Court level. Services include negotiation, preliminary analysis, conferences, preparation of appraisal reports, expert testimony, and preparation of exhibits.

Appraisal reports will be prepared in conformity with the requirements of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. Our reports will consider the sales comparison, cost, and income approaches to value. If an approach is excluded, a discussion of the rationale for that decision will be included.

Our professional fees are as follows:

Consulting services & preliminary analysis:	\$150 per hour
Attendance at conferences, court appearances meetings, depositions, etc.:	\$150 per hour

Preparation of Trial Ready Appraisal Reports:

Class 2 (Residential) Properties:	\$1,500 - \$3,500
Class 4 (Commercial) Properties:	\$3,500 - \$10,000
Class 1 (Vacant Land) & Special Purpose Properties:	Fees to be determined on a case by case basis

If this proposal is acceptable, please inform us in writing. Should you have any questions regarding the above, please call. Thank you for the opportunity to submit this proposal.

Respectfully,
APPRAISAL SYSTEMS, INC.



Ernest F. Del Guercio, Jr., CTA, SCGREA
President

**TOWNSHIP OF BYRAM
RESOLUTION NO. 024 – 2026**

**APPOINTMENT OF SCOTT J. HOLZHAUER FOR APPRAISAL SERVICES
RELATING TO THE STATE TAX COURT COMMERCIAL APPEALS**

WHEREAS, the Township of Byram will require professional services in connection with appraisal services relating to the State Tax Court Appeals; and

WHEREAS, the above-mentioned services can be performed adequately and effectively by Scott J. Holzhauer as outlined in the attached 12/2/2025 proposal at a rate not to exceed \$135.00 per hour; and

WHEREAS, the Local Public Contracts Law (NJSA 40A:11-5 et seq) requires that the resolution authorizing the award for Professional Services without competitive bid and the contract itself must be available for public inspection.

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

1. The Township of Byram hereby authorizes the execution of a professional services agreement from January 1, 2026- December 31, 2026 with Scott J. Holzhauer, CTA, SCGREA.
2. A notice of this resolution shall be printed once in the official newspaper of the Township of Byram.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the Byram Township Council at a meeting held on January 6, 2026 adopted the foregoing resolution.

Cynthia Church, RMC
Township Clerk

SCOTT J. HOLZHAUER, CTA, SCGREA

REAL ESTATE APPRAISAL & ADVISORY SERVICES

*P.O. BOX 513 * TRANQUILITY, NJ 07879*
*PHONE (973) 670-0552 * FAX (973) 529-0207*
SCOTT@SHOLZHAUER.COM

December 2, 2025

Joseph Sabatini
Township Manager
10 Mansfield Dr
Byram, NJ 07874

RE: Professional Services Proposal - Tax Appeal Appraisal Assistance
Municipality: BYRAM TOWNSHIP
Service Period: Jan 1, 2026 to Dec 31, 2026

Dear Joe:

I am submitting the following proposal to perform real estate related services covering 3 primary areas of focus:

- Appraisal and Consulting Services to assist the municipality regarding any outstanding Tax Appeals filed at the County Tax Board and/or Tax Court of New Jersey during the year 2026, and for any outstanding prior cases.
- General Appraisal Assistance for various matters such as auction pricing (minimum bid determination), eminent domain, special assessments, and general acquisition.
- Assessing Services primarily in the capacity as a *CONFLICT ASSESSOR* should such a need ever arise.

I have worked in the appraisal field since 1984 and have been in private practice since 1992. I have represented over 32 different municipalities in 6 counties on appeal litigation matters and have a strong working knowledge of property values throughout most of northern New Jersey. I have specifically worked for Byram for over 11 years now and feel that we have established a good and reliable relationship with each other. I look forward to continuing that.

I have also handled numerous eminent domain situations and special assessment projects for many of my municipal clients. I believe a check with any of my former or current clients will reveal that I possess an excellent track record for providing the highest level of expert real estate appraisal services to my clients over the years.

A review of the typical services performed, and the billing for such services, is broken down into two basic categories – Fixed Fee & Hourly Rate. The Hourly Rate can be the option for all matters, but often time with larger projects, or projects that stretch over longer periods of time (such as tax

appeals), many clients prefer the Fixed Fee arrangement to allow for better budgeting predictability. The following describes both billing methods and their associated rates:

FEE SCHEDULE A - Fixed Fee (generally for Tax Appeals)

In order to provide for a more predictable cost estimate for services, I have found it much more practical for both parties if the work done on Tax Appeal Defense is determined on a “fixed fee” case by case basis. The fixed fee work is divided into two phases:

1. Preliminary Analysis
2. Narrative Appraisal – with corresponding fee estimates for each phase.

If a case moves from the Preliminary to Narrative phase, all fees incurred for the Preliminary are credited toward the Narrative. Exceptions to that policy occur only in very unusual circumstances that deviate from the projected scope of work and will be presented to the client (you) on an individual basis for approval prior to billing and any further work being done.

Appraisal services under this type of financial arrangement, regardless of the time worked (either more or less than what would occur under an hourly scenario) would be billed as follows for each separately assessed property under appeal (or appraised “Market Unit” based on H&B Use” for multiple properties functioning as a single economic unit where the assessments really represent an “allocation” of the value):

<u>Total Assessment (Equalized)</u>	<u>Prelim Analysis</u>	<u>Narrative Appraisal</u>	<u>Trial Prep/Testimony</u>
Up to \$500K	\$700	\$1,800 (*)	\$135/hour
\$500K - \$1.0M	\$1,000	\$2,200 (*)	\$135/hour
\$1.0M - \$2.0M	\$1,500	\$2,800 (*)	\$135/hour
\$2.0M - \$5.0M	\$1,800	\$3,800 (*)	\$135/hour
Over \$5.0M	\$2,200	\$4,800 (**)	\$135/hour

The fee for Prelim Analysis covers 2 YEARS actively under appeal at the time of resolution. For each additional year resolved, the fee will increase by \$100/yr.

() The fee for Narrative Appraisal covers the INITIAL YEAR of the appeal – with an additional fee of \$600/YR for each Tax Year requiring a value determination in the appraisal.*

*(**) For any large assignment where I don't feel that the proposed fees above are reasonable, I will provide a separate fee proposal for just those properties that is separate from this annual proposal.*

These Fixed Fee prices can be used to establish a credible budget estimate for appraisal services on a “Not to Exceed” basis for each different stage of work when operating under the “hourly” format.

On other larger projects involving the need for an actual appraisal report due to a litigation matter, or for Special Assessments or eminent domain, it would be best to provide a separate Fee Quote on a case-by-case basis as the need for those services arises.

FEE SCHEDULE B - Hourly Rate (generally for Consulting, Litigation & Conflict Assessor)

Additional Appraisal Work beyond what is provided for in the preparation of any narrative report from the Fixed Fee Schedule, along with any meeting, trial prep, providing expert testimony, or separate ***Consulting Assignments*** and/or duties as a ***Conflict Assessor*** will be invoiced at a rate of **\$135 PER HOUR**. Billing will be based on 1/10th-hour increments, door to door. Invoices will be submitted monthly with a detailed analysis of the work completed and the time spent on each task.

Regardless of the fee arrangement utilized, the approach to handling the appraisal responsibilities involved with a Tax Court Appeal are generally the same. The typical extent of services and involvement in each matter is outlined as follows:

SCOPE OF THE ASSIGNMENT (generally pertaining to Tax Appeals)

Scott J. Holzhauer, CTA, SCGREA will assist the client in maintaining the fair assessed value of any real estate that is the subject of an appeal at the County Tax Board and/or State Tax Court of New Jersey. This task will be accomplished by performing any combination of the following primary services:

Preliminary Analysis Phase - Limited Scope Analysis & Preliminary Settlement Negotiations

The research and analysis conducted during this phase is designed to assist the Assessor and Municipal Attorney in evaluating the merits of each case. The subject property will be inspected, and all relevant information analyzed. A general market survey will be conducted to investigate any comparable listings, sales and rentals that may be useful in the valuation analysis. The basic conclusions reached in this phase will include a suggested course of action, such as settle, defend, or pursue additional information through the appropriate discovery process. I will communicate with the appropriate municipal representative as to the strength or weakness (exposure) of the contested assessed value. A restricted appraisal analysis will be prepared (as required) to aid in any settlement negotiations. If the case is settled during this phase of our involvement, I will submit a letter of recommendation to the municipality outlining the terms of the settlement and reasoning behind it. Included as part of this phase will be attendance at one settlement conference at the Tax Court or in the subject municipality.

Narrative Appraisal Reports - Summary Format

At the request of the Assessor or Municipal Attorney, Scott J. Holzhauer, CTA, SCGREA will complete a “trial ready” narrative appraisal report. This report is not intended to be a stand-alone document but will need to be supplemented by oral testimony at trial. This appraisal report will be presented as a “Summary Appraisal Report”, consistent with USPAP Standards Rule 2-2(b) and the Jurisdictional Exception enacted by the Tax Court in 1996. It is anticipated that this report will be submitted as evidence at trial. Considering the purpose for which the report will be written,

TOWNSHIP OF BYRAM
RESOLUTION NO. 026- 2026

AUTHORIZING APPOINTMENT OF LINDA L. MAXWELL OF INSURANCE ADMINISTRATOR OF AMERICA INC. AS THIRD PARTY ADMINISTRATOR FOR MATTERS RELATED TO RETIREE HEALTH INSURANCE REIMBURSEMENT

WHEREAS, the Township of Byram, has determined it necessary to employ a third-party administrator for matters related to retiree health insurance reimbursement; and

WHEREAS, the Mayor and Council intend by this resolution to award Linda L. Maxwell of Insurance Administrator of America Inc. a professional services contract for the term of one year as per the attached proposal; 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, Linda L. Maxwell of Insurance Administrator of America Inc. 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, 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 Linda L. Maxwell of Insurance Administrator of America Inc., as described hereinabove.

BE IT FURTHER RESOLVED, that the Business Disclosure Entity 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

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

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

Byram Township

10 Mansfield Drive
Stanhope, NJ 07874



Effective: Jan-26 TO: Jan-27

Group Number: 2019

<u>Administration Fees</u>	Volume	Rate	Monthly Cost	Annual Cost
Consumer Smart Services For Retirees and Dependents	10	\$ 20.00	= \$ 200.00	\$ 2,400.00
Administration Total			\$ 250.00	\$ 3,000.00
Plan Set-up and Annual Fees				
Consumer Smart Per Debit Card Replacement Fee		\$ 3.50		
Consumer Smart Annual Compliance		\$ 500.00		\$ 500.00
Total Fixed Cost			= \$ 250.00	\$ 3,500.00

Debit Card For Medical and Prescription

The Debit Card will have a cap not to exceed the Medical and Prescription Out of Pocket Maximum
Retirees will be required to provide substantiation
Unused funds belong to the Township

Manual Paper Claims

Paper Claims can be submitted via email, fax, or mail
IAA will process the claims
IAA will send Bryam Township a Check Register once a month prior to the Council Meeting
Byram Township will approve the Check Register
Byram Township will notify IAA of the approval
IAA will release the reimbursement checks

IAA will provide Retirees

Member Communication Packet
Enrollment Meeting or Conference Call to review the HRA
Claim Submission Process and Timeline
IAA Claim Adjuster Contact Information
Online Claim Submission Instructions
Web Portal Instructions
Reimbursement Claim Form
Substantiation Claim Form

**TOWNSHIP OF BYRAM
RESOLUTION NO. 027- 2026**

**AUTHORIZING APPOINTMENT OF THE TOWNSHIP ARCHITECT AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b. has determined it necessary to appoint an Architect for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Fox Architectural Design P.C. a professional services contract for the scope of services at a rate not to exceed what is outlined in the attached proposal; 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, The Fox Architectural Design P.C. 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, 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 The Fox Architectural Design P.C. 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

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk



COSTS PROPOSAL

The following describes the basis for compensation for services performed during the calendar year 2026.

A Fixed Fee Proposal can be provided with any specific RFP.

EMPLOYEE CLASSIFICATION

Principal Architect	\$195.00 per hour
Project Architect	\$175.00 per hour
Project Designer	\$150.00 per hour
Project Engineer	\$175.00 per hour
Technician/Clerical	No Charge

PRINTING & REPRODUCTION COSTS

11 x 17	18 x 24	24 x 36	30 x 42
\$1.25 per sheet	\$3.00 per sheet	\$6.00 per sheet	\$9.00 per sheet

In the case of any unforeseen costs that may arise, and/or are not addressed within this RFQ/Proposal, Fox Architectural Design, PC will request pre-authorization by the County prior to incurring these costs. Upon approval from the County, fees will be invoiced per the hourly rates as shown above.

**TOWNSHIP OF BYRAM
RESOLUTION NO. 028 – 2026**

**RESOLUTION OF THE TOWNSHIP OF BYRAM RATIFYING AND
AUTHORIZING THE AWARD OF A CONTRACT FOR
PROFESSIONAL SERVICES TO FRENCH & PARRELLO ASSOCIATES**

WHEREAS, the Township of Byram will require professional services for engineering and landscape architectural services for recreational improvements to C.O. Johnson Park; and

WHEREAS, the above-mentioned services can be performed adequately and effectively by French & Parrello; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5 permits a contract for professional services to be awarded without the need for competitive bids; and

WHEREAS, N.J.S.A. 40A:11-5 requires that the award of contracts for professional services be publicly advertised; and

WHEREAS, funds are available in the Open Space Trust Fund.

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

1. The Township Manager, Mayor and Township Clerk are hereby authorized and directed to enter into a contract with French & Parrello Associates to provide engineering and landscape architectural services for a period of one (1) year as outlined in the December 11, 2024 proposal fee schedule.

2. This contract is entered into without competitive bidding as a “Professional Service” pursuant to the Local Public Contracts Law as this is a professional service within the meaning of the law.

3. This Contract and Resolution shall be on file and available for public inspection at the office of the Clerk of the Township of Byram.

4. Notice of this award shall be published once in the New Jersey Herald in accordance with the requirements of the Local Public Contracts Law of New Jersey.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC



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

December 11, 2024

Mr. Joseph Sabatini, Township Manager
Township of Byram
10 Mansfield Dr.
Stanhope, NJ 07874

Re: Proposal for Professional Engineering Services
Township of Byram Engineering Services
Township of Byram, Morris County, New Jersey
FPA No. 16801.PR1

Dear Mr. Sabatini:

French & Parrello Associates (FPA) is pleased to present this proposal for to provide our Engineering Services to the Township of Byram. Please find attached a copy of our statement of qualifications which further demonstrates our capabilities and services. A summary of our scope of work is as follows:

Scope of Work

1. Engineering Services

FPA will perform the role of Engineer for the Township of Byram. Our services will include items such as engineering design and surveying services for recreational and open space project within the Township. It is anticipated that other engineering projects will be requested of FPA in our role as Engineer. FPA will perform these services within our capacity and capabilities as professional engineers, land surveyors, and licensed professionals. FPA will provide these services in coordination and at the direction of the Township Administrator.

FPA will attend meetings, provide engineering reports, engineering estimates, engineering design, and review projects as requested to advance the interests of the municipality. These services will be provided on an hourly basis in accordance with the attached hourly rate structure. Invoices will be broken up to identify the individual projects performed to define our work effort.



2. Reimbursable Expenses

Client shall pay for reimbursable expenses, including application fees, 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.

Fees

Invoices will be billed on a monthly basis in accordance with the attached hourly rate structure.

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.

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., I want to thank you for your attention to this matter, it is greatly appreciated. If you have any questions or require additional information, please let me know.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Denis Keenan'.

Denis Keenan, PE CME CFM
Vice President/Regional Manager
Denis.Keenan@fpaengineers.com

Accepted By:

Name (Printed): _____

Title and Company: _____

Signature: _____ Date: _____



2026 Byram Township Schedule of Fees

2026 Byram Hourly Rates

Principal / Director	\$170.00
Project Manager	\$160.00
Licensed Site Remediation Professional (LSRP)	\$170.00
Landscape Architect	\$155.00
Project Engineer	\$150.00
Project Environmental Scientist	\$140.00
Senior Engineer	\$150.00
Project Surveyor	\$165.00
CADD Drafter	\$120.00
Senior CADD Designer	\$135.00
CADD Designer	\$120.00
Resident Engineer	\$140.00
Inspector	\$105.00
Supervising Technician	\$110.00
Party Chief	\$120.00
Principal Technician	\$110.00
Senior CADD Drafter	\$125.00
Staff Engineer	\$135.00
Technician	\$95.00
Planner	\$155.00
Instrument Person	\$110.00
Technical Assistant	\$75.00



2026 Miscellaneous Reimbursable Expenses

Miscellaneous Office Services

Mileage (Employee Travel Time will be Invoiced at the Individuals Hourly Rate, Door-To-Door)	\$0.67 / 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: Mr. Joseph Sabatini, Township Engineer

Project Name: Township of Byram

Project Number: 16801.PR1

Date: October 20, 2025

A. SCOPE OF SERVICES

The 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. Invoice 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. INFERRRED 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) arising out of or resulting from the performance of FPA, 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 Clients' 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 consents 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.

**TOWNSHIP OF BYRAM
SUSSEX COUNTY, NEW JERSEY
RESOLUTION NO. 029- 2026**

**AWARD OF A PROFESSIONAL SERVICES CONTRACT TO STEVEN
WEINBERG OF COMMUNITY ACTION SERVICES
TO ADMINISTER BYRAM TOWNSHIP'S HOUSING REHABILITATION
PROGRAM**

WHEREAS, it is necessary for the Township of Byram to retain the services of an Affordable Housing Rehabilitation Program Consultant for the Township's Housing Rehabilitation Program in accordance with the rules of the New Jersey Council on Affordable Housing (COAH); and

WHEREAS, the Mayor, Council and Township Manager believe it is in the best interest of the Township to appoint Steven Weinberg of Community Action Services as our Housing Rehabilitation Administrator and approve the attached Agreement to carry out the program management services.

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 Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services may exceed \$17,500; and

WHEREAS, Steven Weinberg of Community Action Services 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, 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 Governing Body of the Township of Byram that Steven Weinberg of Community Action Services is hereby appointed as Byram's Housing Rehabilitation Administrator.

BE IT FURTHER RESOLVED, that a notice of contract award stating the nature, duration, and services provided be published in accordance with NJSA40A:11-5(1).

BYRAM TOWNSHIP COUNCIL

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

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk



Community Action Services

Think Globally...
Act Locally...

Community and Economic Development Consultants

Steven J. Weinberg, AICP
Director

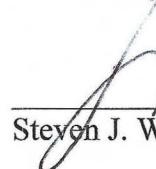
October 29, 2029

Mr. Joseph Sabatini, Township Manager
Byram Township
10 Mansfield Dr.
Stanhope, NJ 07874

Mr. Sabatini,

Please find below the proposed rates for services to be performed during the upcoming contract renewal period by Community Action Services as administrator of the Byram Housing Rehabilitation Program.

Sincerely,
Community Action Services


Steven J. Weinberg, Director

Proposed Fees for 2026 Byram Township Housing Rehabilitation Program Administration

Compensation.

\$3,500 - per rehabilitation unit completed

\$450 - per completed application for subordination or discharge of program mortgages of program participants submitted for Township consideration

The contractor will not charge the Township any other fees or expense reimbursements for the work to be done.



**TOWNSHIP OF BYRAM
RESOLUTION NO. 030 - 2026**

**AUTHORIZING APPOINTMENT OF THE TOWNSHIP SPECIAL PROSECUTOR AND
AWARD OF PROFESSIONAL SERVICE CONTRACT IN CONNECTION
THEREWITH**

WHEREAS, the Township of Byram, pursuant to N.J.S.A. 40:55D-71b. has determined it necessary to employ a Township Special Prosecutor for the Township Council; and

WHEREAS, the Mayor and Council intend by this resolution to award to Philip G. George, ESQ. of Eric M. Bernstein & Associates, LLC a professional services contract for the year 1/1/2026-12/31/2026 at a rate of \$175.00 per hour; 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 Mayor and Council of the Township of Byram has determined and certified in writing that the value of the professional services will exceed \$17,500; and

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

WHEREAS, Philip G. George, ESQ. of Eric M. Bernstein & Associates, LLC 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, 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 Philip G. George, ESQ. of Eric M. Bernstein & Associates, LLC as described hereinabove; and

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

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk



ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.

34 MOUNTAIN BLVD., BUILDING A
P.O. BOX 4922
WARREN, NEW JERSEY 07059

ATTORNEYS AT LAW

(732) 805-3360
FACSIMILE (732) 805-3346
www.embalaw.com

October 7, 2025

Cynthia Church, Township Clerk
Township of Byram
10 Mansfield Drive
Stanhope, New Jersey 07874

Via Overnight Mail
Personal & Confidential
For Client's Eyes Only
Attorney-Client Privilege

Re: Township of Byram – Special Prosecutor Agreement

Dear Ms. Church:

Please find enclosed the following:

- (1) A C.271 Political Contribution Disclosure Form; and,
- (2) Mandatory Equal Employment Opportunity Language
- (3) Certificate of Employee Information Report
- (4) Two (2) partially executed Agreements for Legal Services between this Firm and the Township of Byram to serve as Special Prosecutor for the calendar year 2026 and until a successor is qualified and appointed.
- (5) Certificate of Insurance showing the Township as an additional insured. A certificate for 2026 when it is available in January 2026.

We look forward to receiving a full set of executed documents for our files and look forward to continuing to represent the Township as its Special Prosecutor for 2026. If you have any questions, or desire any further information, please do not hesitate to contact me.

Very truly yours,
ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.

By:


Eric M. Bernstein, Esquire

EMB/mrb
Enclosures

ORIGINAL

AGREEMENT FOR LEGAL SERVICES

SPECIAL PROSECUTOR

THIS AGREEMENT, made this 10th day of January 2026, by and between:

TOWNSHIP OF BYRAM (hereinafter referred to as "TOWNSHIP"), being a Municipal Corporation of the State of New Jersey, with offices at 10 Mansfield Drive, Stanhope, New Jersey 07874; and,

ERIC M. BERNSTEIN, ESQ. AND THE LAW OFFICES OF ERIC M. BERNSTEIN & ASSOCIATES, L.L.C., (hereinafter jointly referred to as "ATTORNEY"), located at 34 Mountain Avenue, Building A, P.O. Box 4922, Warren, New Jersey 07059-4922.

WITNESSETH:

WHEREAS, the Township Council of the TOWNSHIP OF BYRAM has appointed ATTORNEY as the Special Prosecutor for all municipal court matters for calendar year 2026 and until a successor is qualified and appointed; and,

WHEREAS, this Contract was awarded pursuant to a fair and open process, whereby the position was publicly advertised prior to the award of the Contract, Qualification Statements were solicited by the TOWNSHIP, the ATTORNEY submitted a Qualification Statement in response to the solicitation, and the Township Council of the TOWNSHIP determined that it was appropriate to appoint ATTORNEY after considering all factors; and,

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) nonetheless authorizes the execution of professional services contracts without competitive bidding; and,

WHEREAS, the Township Council has authorized the execution of the within Agreement between the TOWNSHIP and ATTORNEY:

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereby agree as follows:

1. TERM OF OFFICE: ATTORNEY shall serve as Special Prosecutor for all matters in the Municipal Court of the TOWNSHIP for calendar year 2026. ATTORNEY will continue to serve until December 31, 2026 and until ATTORNEY'S successor shall have been qualified and appointed, except, upon the Agreement of the TOWNSHIP and ATTORNEY, ATTORNEY shall continue to represent the TOWNSHIP in any and all matters assigned to the ATTORNEY prior to the end of his appointment as Special Prosecutor until the completion of the matter or matters assigned.

2. DUTIES OF ATTORNEY: ATTORNEY shall perform any and all duties and obligations as requested by the TOWNSHIP in the performance of his duties. ATTORNEY shall also perform additional duties as requested by either the Township Council, Township Administrator, Municipal Court Judge, Municipal Court Administrator and/or the Township Attorney, as the case may be. Fees for those additional duties shall be negotiated separately.

3. STATUS: The Attorney/Law Firm shall not be an employee of the TOWNSHIP and shall not be entitled to receive pension, health or other benefits generally provided to Township employees.

4. COMPENSATION: The TOWNSHIP also agrees to pay ATTORNEY at the rate of One Hundred Seventy-Five Dollars (\$175.00) per hour for all time spent by the ATTORNEY for all representation of the TOWNSHIP as Special Prosecutor. ATTORNEY shall not charge separately for clerical services, telephone charges, ordinary postage, parking costs or toll costs. Payments to ATTORNEY shall not exceed the amount appropriated in the Municipal Budget for payments for legal work under this Agreement.

5. **AFFIRMATIVE ACTION:** During the performance of this Agreement ATTORNEY agrees to abide by the following Affirmative Action requirements, if applicable:

(a) ATTORNEY will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or any other prohibited criteria. ATTORNEY will take Affirmative Action to ensure that all applicants are recruited and employed, and that employees are treated during employment, without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) ATTORNEY agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

(c) ATTORNEY, will, in all solicitations or advertisements for employees placed by or on behalf of the ATTORNEY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

(d) ATTORNEY, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer, advising the labor union or worker's representative of the ATTORNEY'S commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(f) ATTORNEY agrees to make good faith efforts to employ minority and women workers consistent with applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 promulgated by the Treasurer, as amended and supplemented from time to time or in accordance with a binding determination of applicable employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer as amended and supplemented from time to time.

(g) ATTORNEY agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(h) ATTORNEY agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(i) ATTORNEY agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions.

(j) ATTORNEY shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the

purposes of these regulations and requirements of these public agencies and shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

6. ENTIRE AGREEMENT: This Agreement contains the entire Agreement between the parties and supersedes any prior Agreements of the parties. This Agreement may only be altered by a written amendment signed by both parties and approved by Resolution of the Township Council of the TOWNSHIP OF BYRAM.

7. AVAILABILITY OF FUNDS: The within Contract has been authorized by Resolution of the TOWNSHIP to which was affixed a Certificate of Availability of Funds.

8. NOTICE AS TO P.L. 2005, c. 271, s. 3: ATTORNEY is advised that he may have the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 if the ATTORNEY receives contracts in excess of Fifty Thousand (\$50,000.00) Dollars from public entities in a calendar year, regardless of whether the contracts were awarded pursuant to a fair and open process or a non-fair and open process. ATTORNEY shall have the responsibility to determine if any filing is necessary.

9. N.J. BUSINESS REGISTRATION REQUIREMENTS: ATTORNEY shall comply with the provisions of N.J.S.A. 52:32-44 et. seq. regarding all New Jersey Business Registration requirements.

10. AFFIRMATIVE ACTION EVIDENCE REQUIREMENTS: ATTORNEY shall submit to the public agency, after notification of award, but prior to the execution of goods and/or services contract, an Employee Information Report Form AA-302.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date written hereinabove.

TOWNSHIP OF BYRAM

Cindy Church, Township Clerk

DATED: January 6, 2026

ATTESTED:

Wmni R. Bernstein

DATED: October 7, 2025

TOWNSHIP OF BYRAM

Alexander Rubenstein, Mayor

ERIC M. BERNSTEIN & ASSOC., LLC

EB

Eric M. Bernstein, Esquire

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

RESOLUTION NO. 031 - 2026

**A RESOLUTION AUTHORIZING THE EMPLOYMENT AND CONTRACT FOR
PROFESSIONAL SERVICES TO STUART B. KLEPESCH, ESQ. TO REPRESENT THE
MUNICIPALITY IN FORECLOSURE OF TAX SALE CERTIFICATES PURSUANT TO
THE TAX SALE LAW, TITLE 54 AND OTHER RELATED SERVICES ASSOCIATED
THEREIN**

WHEREAS, the Township of Byram is desirous of instituting a program for the foreclosure of tax sale certificates held by the municipality; and,

WHEREAS, the legal expertise required in foreclosing municipal liens is a prerequisite in the township's policy in instituting an active program in foreclosure of municipal held tax sale certificates; and,

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5, permits a contract for professional services to be awarded without the need for competitive bids and resolution memorializing the engagement of said professional service, which requires the award to be publicly advertised; and,

WHEREAS, Stuart B. Klepesch, Esq. has a working knowledge of the rules and statutes governing the foreclosure of municipal tax sale certificates and has performed said services for municipalities within the State of New Jersey and has agreed to offer to the Township of Byram legal services to further its program in instituting the foreclosure of municipal held tax sale certificates.

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

1. That the Mayor and Municipal Clerk are authorized to enter into and execute the Agreement for Professional Services, with Stuart B. Klepesch, Esq. with offices at 3 Prospect Street, Morristown, N.J. 07960 for and in the processing and institution of foreclosure of municipal tax sale certificates, in accordance to the attached proposal.
2. That the aforesaid legal counsel is hereby delegated to handle those matters delegated by the tax collector and/or township attorney in furtherance of the services in the foreclosure of municipal held tax sale certificates for the period from January 1, 2026 through December 31, 2026.
3. That this Contract is awarded without competitive bid and is a "Professional Service" in accordance with N.J.S.A. 40A:11-5 of the Local Public Contracts Law in recognition of the specialized knowledge and unique service required in foreclosure of municipal held tax sale certificates.
4. Notice of this resolution shall be published in the New Jersey Herald, as required by law, within ten (10) days of its passage as required by law.

BY ORDER OF THE MAYOR AND COUNCIL

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

Attest:

I hereby certify the within is a true copy of a resolution adopted by the Township Council of the Township of Byram at a duly convened meeting held on January 6, 2026.

Cynthia Church, Municipal Clerk

AGREEMENT

THIS AGREEMENT made this day of **DECEMBER 2025** by and

BETWEEN:

STUART B. KLEPESCH, ESQ. with offices at 3 Prospect Street, Morristown, New Jersey 07960-6809, herein referred to as "Counsel."

AND:

The TOWNSHIP OF BYRAM, with municipal offices located at the Municipal Building, 10 Mansfield Road, Stanhope, New Jersey 07874, herein referred to as "the Township."

W I T N E S S E T H:

WHEREAS, Counsel has offered his legal services as an independent contractor to institute the foreclosure, *in rem*, of tax sale certificates held by the Township; and

WHEREAS, the Township, through the office of the tax collector, having held public auctions of parcels, in accordance with N.J.S.A.54:5-30, *et seq*, in which municipal real property tax liens were unpaid, is the owner of various tax sale certificates; and

WHEREAS, the Township desires to engage legal services for and in the foreclosure of various tax sale certificates owned by the Township;

NOW, THEREFORE in consideration of the mutual covenants, conditions and promises herein made by and between the parties, they do hereby agree as follows:

1. The Township, retains and employs the legal services of Counsel to initiate and process foreclosure of tax sale certificates provided under N.J.S.A. 54:5-104.29, *et*

seq, for such certificates authorized by the Township Committee under Resolution

No. _____ adopted _____ 202 _____

2. That the legal services provided by Counsel shall include, but not limited to, the review of the tax foreclosure list, the Resolution by the Township authorizing foreclosure of the certificates referred therein, review of title searches, preparation of appropriate pleadings, orders and to make the necessary and appropriate filings with the Clerk, Superior Court of New Jersey, Foreclosure Unit and to the county recording office, all such services in the nature of obtaining judgment on such certificates, not otherwise redeemed or dismissed or stayed by law. Counsel shall report to the township attorney and/or tax collector as to the status of the foreclosure process and shall provide the Township with copies of the filed complaint, letters of transmittal and the original of such orders of dismissal and judgment for its records.

3. Counsel accepts such employment as an independent contractor. Township officials and offices shall cooperate with the efforts of Counsel under this agreement and shall respond to requests and provide information of the status of certificates which are the subject of any foreclosure undertaken by Counsel on behalf of the Township.

4. Counsel shall not compromise or settle any claim or cause of action that may arise from the services for which Counsel is retained, without the authority of the township attorney, except as to dismissal of any tax sale certificates from any complaint by virtue of the written notification of the tax collector that same has been redeemed in full or by an installment agreement, or otherwise required to be deleted or dismissed from the foreclosure process.

5. The Township attorney may terminate this agreement, effective upon the thirtieth day receipt of written notice to Counsel. If this agreement is terminated, the Township shall be obligated to pay Counsel for such invoices or vouchers outstanding or for such services

performed prior to the effective date of termination of such services. Counsel shall submit invoices or vouchers for services performed and for which payment is requested to the Township attorney or tax collector or director of finance, as directed, for processing payment thereof.

6. Notwithstanding the Township's right of termination as set above, Counsel may during the term of this agreement, if deemed necessary or advisable, for personal or professional reasons, withdraw from and terminate its services under this agreement, effective upon thirty days written notice to the township attorney. In such event, Counsel shall, prior to the effective date of its termination, whether under this provision or Paragraph 5, above, shall take reasonable action to protect the interest of the Township in any proceedings or matters delegated to Counsel under this agreement or otherwise, and shall file any required pleadings or notices under law or rules of court, as to avoid legal jeopardy to the Township in any such action. Upon such withdrawal, the Township shall process and pay Counsel for services performed (and out of pocket expenses incurred) to the effective date of termination of services hereunder or as otherwise may be delegated by the township attorney or the Township.

7. **COST/FEE FOR SERVICE:** In view of the recent the U.S. Supreme Court decision of Tyler v. Hennepin County which requires judicial sale prior to extinguishing the equity of an assessed owner's interest in the foreclosure property and the recent New Jersey statutory amendment to the Tax Sale Law that the Rules of Cour, which govern the foreclosure, by In Rem, and In Personam of tax sale certificates, inclusive of personal service and significant due diligence to effect service of process upon those persons or parties against whom the foreclosure is processed, and the expense, separate from legal fee, for service of process and providers of personal information as to address for service, the foreclosure tax sale certificates is

significantly time consuming and more costly. Therefore as to compensation for Counsel's services in foreclosure of the Township's certificates, the Township shall pay Counsel, [exclusive of customary expenses and costs, title searches, estimate customary at \$250.00 each, filing fee for ta complaint at \$410.00, recording charges for Lis Pendens or discharges upon redemption, due diligence look up company, up to \$68.00 for each look up, process of service, at a customary charge of \$80.00 for each service, motions], that the per tax sale certificate amount of **\$1250.00** for the foreclosure of each certificate, regardless of whether it is redeemed during the foreclosure process or the entry of judgment, or discontinuance of foreclosure of such certificate(s). In the event that, after filing the complaint in foreclosure or entry of final judgment, a certificate shall be caused to be dismissed, for those services by Counsel in preparing the affidavit of the tax collector and any other party, Order of Dismissal(s) and filing with the court and recording in the county recording office, Counsel shall be reimbursed at the hourly rate, or part thereof, at **\$170.00**, an hour, and actual recording fees and disbursements for extraneous service arising from the In Rem Foreclosure including motions or applications in the event of a contest, or attendance at meetings other than for the process of the foreclosure.

In addition to compensation for its legal services, Counsel shall be reimbursed for actual disbursements related to the services herein , inclusive, but not limited to; mailings/postage, photocopying, messenger and/or overnight courier service and filing fees, publication costs and such fees for obtaining a Certificate of Regularity and review of pleadings by an abstract service. In lieu of payment for such expenditures covering filing fees, publication costs, abstract services and Certificate of Regularity, Counsel may direct such invoices to the Township, which shall process the payment of same to the vendor within thirty days of receipt of such invoice or billing statement. All title searches and requests by Counsel for updated title and judgment searches and

services by the abstract company shall be directly billed to and paid by the Township. It is understood that Counsel shall not be obligated for the payment of title searches or abstract fees or insurance of title for such parcels that form part of a final judgment. Upon that occasion that Counsel may pay the expenses of title and abstract fees, the Township shall reimburse Counsel within thirty days of presentation of its invoice or statement.

8. Unless otherwise directed by the township attorney, Counsel shall select a title agency to conduct title searches. Counsel shall have the right to select an abstract company for review of the pleadings and issuance of a Certificate of Regularity if required.

9. This agreement is effective upon the adoption by resolution of the Township's governing body and verification of a set aside of funds to cover the anticipated legal services and expenditures and shall be extended until legal services required to conclude the foreclosure of the tax sale certificates listed on the foreclosure list concurrent with this resolution, are completed.

10. The compensation set forth in Paragraph 7, does not include legal services in the event of a contest to the foreclosure of any tax sale certificate or the filing of an answer whereby the specific tax sale certificate and schedule is severed from the main foreclosure docket. Such compensation shall be negotiated by and between the Township and Counsel, with the right of Counsel to decline to undertake such separate cause of action. Nor, shall the compensation in Paragraph 7 be deemed to include a requirement by the Township to have Counsel attend any meeting or council agenda. For such attendance the fee shall be negotiated by and between the Township and Counsel.

11. During the term of his appointment, Stuart B. Klepesch, Esq. agrees to comply with the Affirmative Action requirements of N.J.A.C. 17:27.

12. That the contractor, Stuart B. Klepesch, Esq., its subsidiaries or assigns, attests that it

has not made a reportable contribution to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16, in the one year period preceding the award of the contract that would affect its eligibility to perform this contract, nor make a reportable contribution during the term of this contract to any political party committee or any person serving in elective public office of the township from whom this contract is given and awarded.

13. Any notice of termination shall be given by either party, unless otherwise provided herein, may be effected by either; personal delivery, inclusive of receipted overnight courier service, or by mail, registered or certified postage prepaid return receipt requested, addressed to the parties at the address set forth above, unless otherwise notified in writing of a change in address. Notices delivered personally shall be deemed received on the date of delivery, and all other notices shall be deemed received, if by regular mail postage prepaid upon two days notice after deposit into to the U.S. Mails, or, if by registered or certified mail, postage prepaid return receipt requested, on the date of designation on the receipt. For informational purpose, any other notice may be sent by facsimile transmission, provided the transmission reflects a concurrent record of the date and telephone number of transmissions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

WITNESS/ATTEST:

BYRAM TOWNSHIP

Municipal Clerk

Mayor

Stuart B. Klepesch, Esq.
Counsel

Approved as to form and content:

Township Attorney

**TOWNSHIP OF BYRAM
RESOLUTION NO. 032-2026**

**RESOLUTION FOR REMOVAL OF DEER CARCASS FROM
BYRAM TOWNSHIP MUNICIPAL ROADWAYS**

WHEREAS, the Township of Byram, along with all Counties and all other Municipalities, are responsible for removing the deer carcasses from our roadways; and

WHEREAS, Space Farms Zoo has offered to provide us this service rate not to exceed \$27.00 per deer and will pick up deer on the roadway within 24 hours after notification.

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Byram, County of Sussex, State of New Jersey that the Township Manager be authorized to sign the agreement between the Township and Space Farms Zoo for the removal of deer carcass from the roadways in the Township of Byram.

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, Township Clerk

Space Farms ZOO AND MUSEUM

218 ROUTE 519, BEEMERVILLE, SUSSEX, NEW JERSEY 07461

AREA CODE 973 - 875-5800



November 13, 2025



This contract is between Space Farms and Byram Township for removal of deer carcasses from municipal road right of ways at a fee of \$27.00 per deer payable monthly. This rate is valid January 1, 2026 through December 31, 2026. Space Farms agrees to remove deer carcasses within 24 hours of notification. If either party wishes to terminate this contract they may do so with a 30-day written notice.



Parker Space

Township Representative



FRED SPACE

<http://www.spacefarms.com>

PARKER SPACE

TOWNSHIP OF BYRAM
RESOLUTION NO. 033 – 2026

**RESOLUTION REAPPOINTING & ACHIEVING TENURE STATUS FOR CERTIFIED
TAX COLLECTOR**

WHEREAS, on May 1, 2020, Michele N. McElroy by way of statute (N.J.S.A. 40A: 9-141) Michele N. McElroy was appointed to the position of Byram Township Certified Tax Collector in accordance the provisions of N.J.S.A 40A: 9-142 which states that every municipal tax collector shall hold office for a term of four years from the first day of January next following their appointment. Vacancies other than due to expiration of term shall be filled by appointment of the unexpired term; and

WHEREAS, pursuant to the provisions of N.J.S.A. 9-145.8 the re-appointment of Michele N. McElroy for a second consecutive four (4) year term as tax collector will result in her securing tenure as a matter of law; and

WHEREAS, Michele N. McElroy is and has been certified as a Certified Tax Collector since May 1, 2020, Certificate Number T-8530 and has satisfied the continuing education requirements for said certification; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey herby approves of and gives its consent to the re-appointment of Michele N. McElroy to the position of Tax Collector of the Township of Byram, effective January 1, 2026, while at the same time acknowledging that her re-appointment entitles her to tenure by operation of law.

BYRAM TOWNSHIP COUNCIL

COUNCIL MEMBER	Councilwoman Francis	Councilman Gallagher	Councilman Protector	Councilman Roseff	Mayor Rubenstein
Motion					
2nd					
Yes					
No					
Abstain					
Absent					

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, Township Clerk

TOWNSHIP OF BYRAM
RESOLUTION NO. 034 – 2026

**RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT
TO SUPPORT THE WATERLOO UNITED METHODIST CHURCH (W.U.M.C.)
NEIGHBORHOOD PANTRY**

WHEREAS, the Township of Byram has available space located in the municipal building; and

WHEREAS, The Waterloo United Methodist Church (W.U.M.C.) Neighborhood Pantry operates the pantry with the mission to alleviate hunger and food insecurity in the Byram, Stanhope, Netcong and surrounding communities; and

WHEREAS, the Township wants to establish a lease agreement to support the Waterloo United Methodist Church (W.U.M.C.) Neighborhood Pantry and have the W.U.M.C. abide by the terms of the lease agreement; and

WHEREAS, the lease agreement shall be in effect for a period commencing on January 1, 2026, and ending on December 31, 2026; and

WHEREAS, the lease agreement will automatically renew each calendar year, unless either party provides written notice by October 1st of their intention to not renew the lease agreement.

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Byram, County of Sussex, State of New Jersey that the Mayor and Township Clerk has authorization to sign the said agreement between the Township of Byram and the Waterloo United Methodist Church (W.U.M.C.) Neighborhood Pantry.

BYRAM TOWNSHIP COUNCIL

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

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

**LEASE AGREEMENT TO SUPPORT THE
WATERLOO UNITED METHODIST CHURCH (“W.U.M.C.”)
NEIGHBORHOOD PANTRY**

THIS AGREEMENT is made this 6th day of January, 2026 by and between the Township of Byram, a Municipal Corporation of the State of New Jersey, located at 10 Mansfield Drive, Byram NJ 07874 and Waterloo United Methodist Church, 525 Waterloo Road, P.O. Box 416, Stanhope NJ 07874, hereinafter referred to as “W.U.M.C.”.

WHEREAS, The Township of Byram has available space located in the municipal building; and

WHEREAS, W.U.M.C. operates the Waterloo Neighborhood Pantry with the mission to alleviate hunger and food insecurity in the Byram, Stanhope, Netcong, and surrounding communities; and

WHEREAS, the Township of Byram wants to establish a Lease Agreement and have W.U.M.C. abide to the terms of the Lease Agreement; and

NOW, THEREFORE, the parties intending to be bound, do hereby agree as follows:

1. This Lease Agreement shall be in effect for a period commencing on January 1, 2026, and ending on December 31, 2026. The contract will automatically renew each calendar year, unless either party provides written notice by October 1 of their intention to not renew the Lease Agreement.
2. Byram Township is offering to W.U.M.C. the use of approximately 288 square feet of space, located at 10 Mansfield Drive, Byram Township, New Jersey. This space is located adjacent to the meeting chambers and is also known as the “old municipal court office.”
3. W.U.M.C. shall protect, indemnify and hold harmless the Township of Byram, and all their managers, officers, elected officials, volunteers, appointed officials, sponsors, employees, agents, guests, successors and assigns and the Landlord Entities from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of:
 - (a) Any damage to any property (including, but not limited to, property of Byram Township or any Landlord Entity) or death or injury to any person occurring in or about the Premises, the Building or the Property to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault or omission by or of W.U.M.C, its agents, servants, employees, invitees, or visitors;
 - (b) The conduct or management of any work or anything whatsoever done by W.U.M.C on or about the Premises or from transactions of W.U.M.C. concerning the Premises;

(c) W.U.M.C.'s failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or

(d) Any breach or default on the part of W.U.M.C. in the performance of any covenant or agreement on the part of W.U.M.C. to be performed pursuant to this Lease Agreement.

The provisions of this paragraph of this Lease Agreement shall survive the termination of this Lease Agreement with respect to any claims or liability accruing prior to such termination.

4. W.U.M.C. shall have the exclusive use of the space and shall have their own dedicated entrance. At no time shall W.U.M.C. have access to other areas of the building. The township reserves the right to enter the W.U.M.C. space, with reasonable notice, from time to time, to inspect the space or to perform maintenance duties that might be needed.
5. W.U.M.C. agrees to keep the facility and surrounding areas (inside/outside) clear of any hazard. W.U.M.C. may not make improvements to the building or premises without the written approval of the Township.
6. Byram Township will clear snow from the front of the facility and walkway as soon as reasonably possible.
7. W.U.M.C. will have all volunteers complete and sign a hold harmless agreement on a form to be supplied by the Township before permitting an individual to volunteer for W.U.M.C.
8. It is understood that W.U.M.C. shall, from time to time, have visitors come to the space. It is further understood that such visit shall be limited to the time at which the space is staffed with volunteers. W.U.M.C. understands and agrees that the public is not to leave items outside the door, and W.U.M.C. shall endeavor to ensure that this does not happen. Further, it is understood that the Township will not be responsible for receiving or holding items for W.U.M.C. W.U.M.C. shall use all methods available to them to alert the public to these conditions.
9. Byram Township is allowing W.U.M.C. to use this space at no cost.
10. It is possible that in the future, the needs of the Township may change, or the space may become unavailable for use by W.U.M.C. If and when that were to occur, Byram Township shall give W.U.M.C. at least ninety (90) days notice of such unavailability of the space. This Lease Agreement may be terminated, without cause, at the convenience of either party upon ninety (90) days advance written notice to the other party.

IN WITNESS WHEREOF, the parties have caused their corporate seals to be hereunto affixed and this Lease Agreement shall be signed by their duly authorized officers on the date set forth below.

W.U.M.C.

By: _____ Date _____
W.U.M.C.

Byram Township

By: _____ Date _____
Byram Township Mayor, Alexander Rubenstein

Witnessed By: _____ Date _____
Byram Township Clerk, Cynthia Church

RESOLUTION NO. 035-2026

NJUCF GREEN COMMUNITIES GRANT - **COMMUNITY FOREST MANAGEMENT PLAN DEVELOPMENT**

WHEREAS, The governing body of Byram Township desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of up to \$5,000.00 to fund the following project:

NJUCF Green Communities Grant - **Community Forest Management Plan Development**

THEREFORE, the governing body resolves that Joseph Sabatini or the successor to the office of Township Manager is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$0.00 not more than \$ \$5,000.00 and (c) to execute any amendments thereto.

The Grantee agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

BYRAM TOWNSHIP COUNCIL

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

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, RMC
Township Clerk

**RESOLUTION APPOINTING RISK MANAGEMENT CONSULTANT
2026 Fund Year**

WHEREAS, Byram Township (hereinafter "Local Unit") has joined the Statewide Insurance Fund (hereinafter "Fund"), a joint insurance fund as defined in N.J.S.A. 40A:10-36 *et seq.*; and

WHEREAS, the Bylaws require participating members to appoint a Risk Management Consultant, as those positions are defined in the Bylaws, if requested to do so by the "Fund"; and

WHEREAS, the Local Unit has complied with relevant law with regard to the appointment of a Risk management Consultant; and

WHEREAS, the "Fund" has requested its members to appoint individuals or entities to that position; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of "Local Unit", in the County of Sussex and State of New Jersey, as follows:

1. Byram Township (Local Unit) hereby appoints USI Insurance Services its Risk Management Consultant.
2. The Mayor (*authorized representative of the public entity*) and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant's Agreement for the year **2026** in the form attached hereto.

Name of Entity: Byram Township

Attest:

Name

Name and title

C e r t i f i c a t i o n

I, Cynthia Church, Clerk of the Township of Byram,
County of Sussex, do hereby certify the foregoing to be a true and correct
copy of a Resolution adopted by the governing body on January 6, 2026

Clerk

Witness my hand and seal of the

Township of Byram This day of January 6, 2026

STATEWIDE INSURANCE FUND
RISK MANAGEMENT CONSULTANT'S AGREEMENT
2026 Fund Year

THIS AGREEMENT entered into this 6th day of January 2026, among the Statewide Insurance Fund ("FUND"), a joint insurance fund of the State of New Jersey, Byram Township, USI Insurance Services ("MEMBER") and ("RISK MANAGEMENT CONSULTANT") through a fair and open process, pursuant to N.J.S.A.19:44A-20.4.

WHEREAS, the CONSULTANT has offered to the MEMBER professional risk management consulting services as required by the Bylaws of the FUND; and

WHEREAS, the CONSULTANT has advised the FUND that he/she is familiar with the terms, conditions and operations of the FUND; and

WHEREAS, the MEMBER desires these professional services from the CONSULTANT; and

WHEREAS, the MEMBER has complied with relevant law in regard to the appointment of a Risk Management Consultant; and

WHEREAS, the Bylaws of the FUND require that members engage a CONSULTANT and that the CONSULTANT comply with certain requirements set forth therein.

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

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - (a) assist in evaluating the MEMBER'S exposures and advise on matters relating to the Member's operation and coverage.
 - (b) explain to the MEMBER, or its representatives, the various coverages available from the FUND.
 - (c) explain to the MEMBER, or its representatives, the terms of the member's commitment and obligations to the FUND.
 - (d) explain to the MEMBER, or its representatives the operation of the FUND.

- (e) prepare applications, statements of values, etc., on behalf of the MEMBER, if required by the FUND.
- (f) review the MEMBER'S assessment and assist in the preparation of the MEMBER'S insurance budget.
- (g) review losses and engineering reports and provide assistance to the MEMBER'S safety committee, if required.
- (h) assist in the claim settlement process, if required, by MEMBER or FUND.
- (i) attend the majority of meetings of the Fund Commissioners or Executive Committee, if requested, and perform such other services as required by the MEMBER or the FUND.
- (j) comply with the obligations imposed upon Risk Managers in the FUND's Bylaws.
- (k) act in good faith and fair dealing to the FUND.
- (l) perform other duties for the FUND as may be required from time to time by the FUND.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- (a) The CONSULTANT shall be paid by the FUND, on behalf of the MEMBER, a fee as compensation for services rendered. Said fee, an apportionment of the MEMBER's assessment: 6% of workers' compensation (excluding any fees, PLIGA, and loss ratio apportionment); 7.5% of non WC assessment (excluding any fees, PLIGA, and loss ratio apportionment);
- (b) The CONSULTANT shall be entitled to compensation for services provided during any calendar year only if the CONSULTANT has been appointed and holds the position of Risk Management Consultant, as of January 31 of the said calendar year for counties and municipalities holding general elections and July 30 for municipalities holding regular elections.
- (c) For any insurance coverages authorized by the MEMBER to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee set forth in 2(a).
- (d) If the MEMBER shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the MEMBER a fee at a rate to be negotiated by the parties.

3. The term of this Agreement shall be from **January 1, 2026** to **January 1, 2027**. However, this Agreement may be terminated by either party at any time by mailing to the other thirty (30) days written notice, certified mail return receipt.
4. The CONSULTANT shall comply with all laws applicable to producers who provide insurance products to public entities and shall comply with all applicable statutes and regulations relating to joint insurance funds.
5. The CONSULTANT agrees to comply with all affirmative action laws applicable in accordance with Exhibit A and to submit all necessary documentation establishing compliance within seven (7) days of this Agreement.

ATTEST:

Member Representative

ATTEST:




Risk Management Consultant Corporate Officer

ATTEST:

Statewide Insurance Fund Chairperson

EXHIBIT A
STATEWIDE INSURANCE FUND

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

The successful professional service entity shall submit to the Statewide Insurance Fund, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

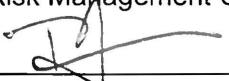
(c) A photocopy of a completed Employee Information Report (Form AA302) provided by the Division of Contract Compliance and completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Statewide Insurance Fund during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: USI Insurance Services
Risk Management Consultant

SIGNATURE: 

PRINT NAME: Robert McMenamin

TITLE: Senior VP DATE: 12-29-15

TOWNSHIP OF BYRAM
RESOLUTION NO. 037-2026
ESTABLISHING SALARIES FOR NON-UNION EMPLOYEES FOR
CALENDAR YEAR 2026

WHEREAS, the Township of Byram adopted Ordinance #010-2021 on December 21, 2021 establishing the salary range for administrative and hourly positions; and

WHEREAS, The Township of Byram adopted Ordinance #013-2023 on July 18, 2023 amending the salary range for administrative and hourly positions; and

WHEREAS, The Township of Byram adopted Ordinance #005-2024 on April 17, 2024 amending the salary range for administrative and hourly positions; and

WHEREAS, it is necessary to establish the specific salary for specific positions; and

WHEREAS, this resolution shall be effective on January 1, 2026.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey, that the following salaries be established:

<u>Title</u>	<u>Employee</u>	<u>2026 Salary</u>
Municipal Manager	Joseph Sabatini	\$156,060.00
Deputy Municipal Manager	Philip Crosson, Jr.	93,846.87
Provisional Chief of Police	Thomas Dellicker	170,000.00
Township Clerk/Registrar	Cynthia Church	83,597.89
Chief Financial Officer/Deputy Tax Collector	Ashleigh Frueholz	137,121.88
Municipal Tax Collector	Michele McElroy	69,730.93
Tax Assessor	Penny Holenstein	71,218.96
Public Works Superintendent	Michael Orgera	115,804.46
Zoning Officer	Nicholas Cutrone	67,110.80
Land Use Technical Assistant	Caitlin Phillips	60,690.00
Recreation Director	Deborah Armeno	72,692.75
Construction Official/Building Subcode Official	Peter Karcher	104,887.68
Plumbing Subcode Official	Larry Allen	46.82/Hour
Electrical Inspector	Dennis Dondero	46.82/Hour
Electrical Subcode Official	Glenn Kovach	50.67/Hour
Fire Subcode Official	Vacancy	45.00/Hour
Sanitary Sewer License Operator	Michael Orgera	14,774.19
Senior Transportation Driver	Scott Caton	22.08/Hour
Emergency Management Coordinator	Kevin Dishinger	1,500.00
Deputy Emergency Management Coordinator	Philip Crosson, Jr.	1,500.00

BYRAM TOWNSHIP COUNCIL

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on January 6, 2026.

Cynthia Church, Township Clerk

List of Bills - (All Funds)

Meeting Date: 01/06/2026 For bills from 12/13/2025 to 12/31/2025

Vendor	Description	Payment	Check Total
Claims Account			
31 - ALERT-ALL CORP	PO 31266 FIRE DEPT - FIRE PREVENTION SUPPLIES - Q	1,518.00	1,518.00
40 - ALLIED OIL, LLC	PO 30480 2ND-4TH QUARTER 2025 BLANKET PURCHASE OR	7,594.61	7,594.61
86 - APPROVED AUTO ELECTRIC, INC	PO 29923 2025 Blanket for Supplies	124.00	124.00
3841 - APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P	PO 31421 LABOR ATTORNEY - OCTOBER 2025 SERVICES	1,200.00	1,200.00
3239 - AQUA NEW JERSEY	PO 30091 LEE HILL WATER SERVICE 2024-ACCT#0022918	39.88	39.88
108 - ATLANTIC TACTICAL, INC.	PO 31165 POLICE - HOLSTER & GUN LIGHTS - NJ STATE	436.92	436.92
149 - BLUE DIAMOND DISPOSAL, INC.	PO 30454 2ND-4TH QUARTER 2025 BLANKET PURCHASE OR	57,750.00	57,750.00
2916 - CMSJ, INC.	PO 31531 2025 HOLIDAY LUNCHEON	635.00	635.00
3920 - COLLIER'S ENGINEERING & DESIGN, INC.	PO 30397 4TH ROUND HOUSING ELEMENT & FAIR SHARE P	2,070.00	2,070.00
2104 - DOVER BRAKE & CLUTCH CO., INC.	PO 29920 2025 Blanket for Supplies	601.79	601.79
3410 - EVERBRIDGE, INC.	PO 31493 MUNICIPAL MASS NOTIFICATION SYSTEM - QUO	5,410.59	5,410.59
520 - FINCH FUEL OIL CO., INC.	PO 30479 2ND-4TH QUARTER 2025 BLANKET PURCHASE OR	1,204.19	1,204.19
524 - FIREFIGHTER ONE, LLC	PO 31047 FIRE DEPT - PPE - NJ STATE CONTRACT - QU	10,043.44	10,043.44
3700 - FRED BEANS FORD OF WASHINGTON	PO 29918 2025 Blanket for Parts & Repairs	1,014.32	1,014.32
3581 - FRENCH & PARRELLO ASSOCIATES, PA	PO 27576 ENGINEERING SERVICES - CO JOHNSON DOG PA	677.50	677.50
2915 - FRUEHOLZ, ASHLEIGH	PO 31529 REFUND - ABC'S OF ART CLASS: HOLIDAY ART	120.00	120.00
2390 - GITEM, INC.	PO 31407 POLICE - E-TICKETS	123.75	123.75
3777 - HARDYSTON, TOWNSHIP OF	PO 30832 3RD-4TH QUARTER 2025 BLANKET PURCHASE OR	300.00	300.00
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 30055 1ST QUARTER 2025 BLANKET PURCHASE ORDER	362.50	
	PO 31427 2025 TAX MAP UPDATES	26.50	389.00
999 - J.R. ROOF, INC.	PO 29919 2025 Blanket for Parts & Repairs	392.19	392.19
751 - JCP&L	PO 31535 MONTHLY SERVICE	2,136.76	2,136.76
751 - JCP&L	PO 31536 MONTHLY SERVICE	464.72	464.72
751 - JCP&L	PO 31547 MONTHLY SERVICE	37.33	37.33
751 - JCP&L	PO 31548 MONTHLY SERVICE	31.23	31.23
751 - JCP&L	PO 31549 MONTHLY SERVICE	86.33	86.33
751 - JCP&L	PO 31553 MONTHLY SERVICES	209.10	209.10
3946 - JET VAC EQUIPMENT, LLC	PO 31136 TRACKLESS MAINTENANCE PARTS - QUOTE #100	3,239.12	3,239.12
3412 - KONICA MINOLTA PREMIER FINANCE	PO 29972 2025 BLANKET PURCHASE ORDER - UCC COPY M	65.12	65.12
3412 - KONICA MINOLTA PREMIER FINANCE	PO 30455 MAY-DECEMBER 2025 BLANKET PURCHASE ORDER	130.19	130.19
3412 - KONICA MINOLTA PREMIER FINANCE	PO 30456 MAY-DECEMBER 2025 BLANKET PURCHASE ORDER	111.70	111.70
1928 - LINDE GAS & EQUIPMENT, INC.	PO 30061 2025 Blanket for Tank Leases	99.12	99.12
3681 - LOEFFEL'S WASTE OIL SERVICE, LLC	PO 31537 OIL FILTER REMOVAL	150.00	150.00
3699 - MARAZITI FALCON, LLP	PO 31513 ESCROW - SEPTEMBER 2025 SERVICES - TEDES	210.00	210.00
2625 - NAPA AUTO PARTS	PO 29916 2025 Blanket for Supplies	1,196.17	1,196.17
2437 - NAVITEND	PO 31525 PD WEBSITE UPDATE	62.50	62.50
1160 - NETCONG HARDWARE CO., INC.	PO 29917 2025 Blanket for Supplies	32.76	32.76
3987 - NEW JERSEY INSTITUTE OF TECHNOLOGY	PO 31552 LEARNING & DEVELOPMENT COURSE: AI	200.00	200.00
2766 - NORTHEAST COMMUNICATIONS, INC	PO 31323 POLICE - PORTABLE RADIO PROGRAMMING - QU	150.00	150.00
1775 - PENTELDATA	PO 30049 2025 BLANKET PURCHASE ORDER - COMMERCIAL	98.31	98.31
1306 - PETRO-MECHANICS, INC	PO 31129 DPW - EVR COMPLIANCE REPAIRS FOR GAS PUM	7,296.15	
	PO 31333 Outer Wall Tank Test - Estimate #70400	575.00	7,871.15
1315 - PITNEY BOWES, INC.	PO 31423 POSTAGE METER SUPPLIES	203.98	203.98
3041 - PRIMEPOINT, LLC	PO 30528 2ND-4TH QUARTER 2025 BLANKET PURCHASE OR	216.75	216.75
1379 - REED SYSTEMS, LTD	PO 31360 Calcium Repair Parts	1,600.80	1,600.80
3257 - RICOH USA, INC.	PO 30457 2ND-4TH QUARTER 2025 BLANKET PURCHASE OR	225.35	225.35
3652 - ROYALTY CLEANING SERVICES, LLC	PO 30477 2ND-4TH QUARTER 2025 BLANKET PURCHASE OR	709.15	709.15
1468 - SCMUA	PO 29930 2025 Blanket for Leaves & Brush Disposal	449.55	
	PO 30483 2ND-4TH QUARTER 2025 BLANKET PURCHASE OR	18,697.80	19,147.35
1483 - SERVICE TIRE TRUCK CENTER, INC.	PO 29921 2025 Blanket for Tires & Tire Repair/Mou	22.00	22.00
3042 - SITEONE LANDSCAPE SUPPLY, LLC	PO 31418 Field Supplies - MCCPC Contract #42	2,243.70	2,243.70
2126 - SUSSEX COUNTY ADMINISTRATIVE CENTER	PO 30057 2025 Blanket for Signs	413.03	413.03
1608 - SUSSEX COUNTY CLERK	PO 31417 DECLARATION OF ENCUMBRANCE (ROSI) RECORD	8.00	8.00
1638 - SWANK MOTION PICTURES, INC.	PO 31416 MOVIE NIGHT - ORDER #RG 2632764	380.00	380.00
3570 - TECHNICAL FIRE SERVICES, INC.	PO 31023 FIRE DEPT - ANNUAL PUMP TESTING - PROPOS	1,300.00	1,300.00
3958 - THE ABC'S OF ART	PO 31459 ABC'S OF ART CLASS - CREATE, EXPLORE & C	50.00	
	PO 31489 ABC'S OF ART CLASS - JINGLE & PAINT CLAS	50.00	100.00
3713 - THE ULTIMATE ALPHABET, LLC	PO 31426 Repairs to FD Chief Car from Tree Damage	450.00	450.00
3688 - VAN DINE MOTORS, INC.	PO 29922 2025 Blanket for Parts & Repairs	1,455.87	1,455.87

List of Bills - (All Funds)

Meeting Date: 01/06/2026 For bills from 12/13/2025 to 12/31/2025

Vendor	Description	Payment	Check Total
1884 - VERIZON	PO 31526 Monthly Service	279.15	279.15
1889 - VERIZON WIRELESS	PO 31527 MONTHLY SERVICE	280.15	
	PO 31550 MONTHLY SERVICE	165.13	
	PO 31551 MONTHLY SERVICE	76.70	
	PO 31554 MONTHLY SERVICE	38.01	559.99
1926 - WB MASON CO., INC.	PO 29961 2025 WATER COOLER RENTAL & SUPPLIES	205.77	205.77
1926 - WB MASON CO., INC.	PO 31079 ADMIN - OFFICE SUPPLIES - ORDER #S155124	466.39	466.39
1926 - WB MASON CO., INC.	PO 31079 ADMIN - OFFICE SUPPLIES - ORDER #S155124	191.37	
	PO 31264 ADMIN - OFFICE SUPPLIES - ORDER #S156316	210.78	402.15
1926 - WB MASON CO., INC.	PO 31400 ADMIN - OFFICE SUPPLIES - ORDER #S156803	73.79	
	PO 31400 ADMIN - OFFICE SUPPLIES - ORDER #S156803	595.88	669.67
3829 - WELDON MATERIALS, INC.	PO 30209 2025 Blanket For Supplies	171.09	171.09
3984 - WINDT, JAMIE	PO 31509 REFUND - ROCKETTES CHRISTMAS SHOW	284.00	284.00
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TOTAL			139,740.98

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN OE	1,933.49			
01-201-20-110-020	MAYOR & COUNCIL OE	635.00			
01-201-20-120-020	CLERK OE	137.21			
01-201-20-130-020	FINANCE ADMINISTRATION OE	111.70			
01-201-20-150-020	TAX ASSESSMENT OE	51.04			
01-201-20-155-020	LEGAL SERVICES	1,200.00			
01-201-20-165-020	ENGINEERING	362.50			
01-201-21-185-020	ZONING COMMISSION OE	38.01			
01-201-25-240-020	POLICE OE	1,260.21			
01-201-25-250-020	POLICE RADIO & COMM & 911	5,410.59			
01-201-25-265-015	FIRE PREVENTION OE	1,818.00			
01-201-25-265-020	FIRE OE	11,343.44			
01-201-26-290-020	ROAD REPAIR & MAINT OE	10,887.20			
01-201-26-292-020	FLEET MAINTENANCE	10,097.54			
01-201-26-310-020	PUBLIC BLDGS & GROUNDS OE	986.28			
01-201-26-335-020	RECYCLING OE	150.00			
01-201-26-335-030	GARBAGE CONTRACT	75,937.86			
01-201-28-375-020	PARKS & PLAYGROUNDS OE	99.91			
01-201-31-430-020	ELECTRICITY	332.76			
01-201-31-435-020	STREET LIGHTING	2,632.71			
01-201-31-440-020	TELEPHONE	377.46			
01-201-31-447-020	HEATING OIL	1,204.19			
01-201-31-460-020	GASOLINE	7,594.61			
01-201-32-465-000	RECYCLING TAX APPROP.	509.94			
01-213-07-000-000	RESERVE - FEDERAL/STATE GRANTS	829.55			
01-213-07-740-001	Highlands Grant	2,747.50			
01-260-05-100	Due to Claims	0.00		138,688.70	
<hr/>					
TOTALS FOR	Current fund	135,111.65	0.00	3,577.05	138,688.70
<hr/>					
17-260-05-100	Due to Claims	0.00			8.00
17-286-56-000-001	Reserve - Open Space			8.00	
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TOTALS FOR	Open Space Trust	0.00	0.00	8.00	8.00
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19-260-05-100	Due to Claims	0.00			330.28
19-286-56-000-400	Reserve - Uniform Construction Code			330.28	
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TOTALS FOR	Other Trust	0.00	0.00	330.28	330.28

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
=====					
20-260-05-100	Due to Claims			0.00	504.00
20-286-56-011-000	TRIPS			284.00	
20-286-56-016-000	SUMMER PROGRAMS			220.00	
TOTALS FOR	Recreation Trust	0.00	0.00	504.00	504.00
=====					
24-260-05-100	Due to Claims			0.00	210.00
24-280-56-000	Reserve for Developers Escrow Deposits			210.00	
TOTALS FOR	Developers Escrow - VNB	0.00	0.00	210.00	210.00
=====					
Total to be paid from Fund 01 Current fund		138,688.70			
Total to be paid from Fund 17 Open Space Trust		8.00			
Total to be paid from Fund 19 Other Trust		330.28			
Total to be paid from Fund 20 Recreation Trust		504.00			
Total to be paid from Fund 24 Developers Escrow - VNB		210.00			

		139,740.98			

Checks Previously Disbursed

11426	ROYALTY CLEANING SERVICES, LLC	PO# 30477 2ND-4TH QUARTER 2025 BLANKET PURCH	567.32 12/17/2025
9123025	BYRAM TWP PAYROLL ACCT	12/30/2025 PAYROLL	317,725.02 12/26/2025

			318,292.34

Totals by fund	Previous Checks/Voids	Current Payments	Total

Fund 01 Current fund	318,292.34	138,688.70	456,981.04
Fund 17 Open Space Trust		8.00	8.00
Fund 19 Other Trust		330.28	330.28
Fund 20 Recreation Trust		504.00	504.00
Fund 24 Developers Escrow - VNB		210.00	210.00

BILLS LIST TOTALS	318,292.34	139,740.98	458,033.32
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List of Bills (Department/Account Detail) - (All Funds)

Meeting Date: 01/06/2026 For bills from 12/13/2025 to 12/31/2025

Account	PO #	Vendor	Description	Payment	Account Total
Current fund					
DEPARTMENT 100					
31079 WB MASON CO., INC.			CREDIT - ITEM #JAM400238463 - #6 COIN BU		-12.36
31400 WB MASON CO., INC.			ITEM #PFI015489 - PAIN RELIEVER AND FEVE		18.59
31400 WB MASON CO., INC.			ITEM #HEWLR46AN - 63 (L0R46AN), ORIGINA		135.98
31400 WB MASON CO., INC.			ITEM #ACM13901 - TITANIUM BONDED ADJUSTA		15.83
31400 WB MASON CO., INC.			ITEM #BRTTZE231G - TZE STANDARD ADHESIVE		104.34
31079 WB MASON CO., INC.			ITEM #WBMPC1002S - JUMBO PAPER CLIPS, SM		32.67
31079 WB MASON CO., INC.			ITEM #AVE5160 - LASER EASY PEEL ADDRESS		126.28
31079 WB MASON CO., INC.			ITEM #AAGAY200 - DAYMINDER MONTHLY PLANN		16.72
31079 WB MASON CO., INC.			ITEM #BLS140089 - DESK PAD, 12 MONTH, 17		13.85
31079 WB MASON CO., INC.			ITEM #AAGG40000 - DAYMINDER MONTHLY PLAN		18.70
31079 WB MASON CO., INC.			ITEM #WBM35264 - ENVELOPE, 28 LB, CLASP,		16.80
31079 WB MASON CO., INC.			ITEM #QUA44582 - CATALOG ENVELOPE, SELF-		37.41
31079 WB MASON CO., INC.			ITEM #QUA44782RZ2 - CATALOG ENVELOPE, SE		53.25
31079 WB MASON CO., INC.			ITEM #JAM400238463 - #6 COIN BUSINESS RE		12.36
31079 WB MASON CO., INC.			ITEM #AAG7021405 - 24-HOUR DAILY APPOINT		62.26
31079 WB MASON CO., INC.			CREDIT - ITEM #BLS140089 - DESK PAD, 12		-13.85
31079 WB MASON CO., INC.			ITEM #BLS140089 - DESK PAD, 12 MONTH, 17		13.85
31400 WB MASON CO., INC.			ITEM #JOJ17060 - BENADRYL ALLERGY ULTRAT		38.59
31400 WB MASON CO., INC.			ITEM #MCL44910 - EXTRA STRENGTH CAPLETS,		21.09
31079 WB MASON CO., INC.			ITEM #ALL25405 - STERLING RUBBER BANDS R		10.18
31264 WB MASON CO., INC.			ITEM #BLKF9P60903 - SIX-OUTLET POWER STR		12.63
31264 WB MASON CO., INC.			ITEM #WMBD0236 - BINDER CLIPS, MEDIUM,		23.72
31264 WB MASON CO., INC.			ITEM #AVE11306 - PREPRINTED DIVIDERS, 25		5.73
31264 WB MASON CO., INC.			ITEM #WMBD0336 - BINDER CLIPS, LARGE,		63.32
31264 WB MASON CO., INC.			ITEM #ACC55261 - EXPANDABLE HANGING DATA		20.16
31264 WB MASON CO., INC.			ITEM #WBM20630 - PERFORATED EDGE WRITING		18.80
31264 WB MASON CO., INC.			ITEM #WBM45000 - PERFORATED EDGE WRITING		21.07
31264 WB MASON CO., INC.			ITEM #MMM810K12 - MAGIC TAPE VALUE PACK,		24.99
31264 WB MASON CO., INC.			ITEM #WMBD00144 - BINDER CLIPS, MINI,		10.18
31264 WB MASON CO., INC.			ITEM #WMBD01144 - BINDER CLIPS, SMALL,		10.18
31400 WB MASON CO., INC.			ITEM #OIC96690 - RECYCLED 2-IN-1 HEAVY D		62.45
31400 WB MASON CO., INC.			ITEM #BICWOTAPP418 - WITE-OUT EZ CORRECT		15.62
01-201-20-100-200		<i>Office Supplies</i>		TOTAL FOR ACCOUNT	1,011.39
01-201-20-100-201		<i>Postage</i>			
		31423 PITNEY BOWES, INC.	ITEM #765-9 - DM300C/400C RED INK CARTRI		203.98
			TOTAL FOR ACCOUNT		203.98
01-201-20-100-203		<i>Seminars & Meetings</i>			
		31552 NEW JERSEY INSTITUTE OF TECHNOLOGY	ONLINE TRAINING COURSE - THE AI LITERACY		200.00
			TOTAL FOR ACCOUNT		200.00
01-201-20-100-209		<i>Copy Machine</i>			
		30457 RICOH USA, INC.	DECEMBER 2025 COPIER LEASE AGREEMENT		225.35
			TOTAL FOR ACCOUNT		225.35
01-201-20-100-250		<i>Cell Phone -Administration</i>			
		31550 VERIZON WIRELESS	Community Relations - iPad - Acct #28217		38.01
		31550 VERIZON WIRELESS	Administration - iPad - Acct #282179761-		38.01
			TOTAL FOR ACCOUNT		76.02
01-201-20-100-272		<i>Miscellaneous</i>			
		30528 PRIMEPOINT, LLC	NOVEMBER 2025 MAINTENANCE FEES		216.75
			TOTAL FOR ACCOUNT		216.75
=====					
TOTAL for DEPARTMENT 100					
1,933.49					

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

Meeting Date: 01/06/2026 For bills from 12/13/2025 to 12/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 110					
01-201-20-110-200	31531 CMSJ, INC.		2 TRAYS PENNE VODKA; 2 TRAYS SAUSAGE & P	635.00	
		<i>Office Supplies</i>	TOTAL FOR ACCOUNT		635.00
				=====	
			TOTAL for DEPARTMENT 110		635.00
DEPARTMENT 120					
01-201-20-120-200	31079 WB MASON CO., INC.		ITEM #AAG7026050 - MONTHLY PLANNER, 15 M	27.41	
	31079 WB MASON CO., INC.		ITEM #HOD3638 - RECYCLED THREE-MONTHS/PA	26.32	
	31400 WB MASON CO., INC.		ITEM #AVE79104 - HEAVY-DUTY VIEW 3 RING	83.48	
		<i>Office Supplies</i>	TOTAL FOR ACCOUNT		137.21
				=====	
			TOTAL for DEPARTMENT 120		137.21
DEPARTMENT 130					
01-201-20-130-209	30456 KONICA MINOLTA PREMIER FINANCE		DECEMBER 2025 LEASE	111.70	
		<i>Copy Machine</i>	TOTAL FOR ACCOUNT		111.70
				=====	
			TOTAL for DEPARTMENT 130		111.70
DEPARTMENT 150					
01-201-20-150-200	31079 WB MASON CO., INC.		ITEM #AAG7012705 - MONTHLY PLANNER, 16 M	24.54	
		<i>Office Supplies</i>	TOTAL FOR ACCOUNT		24.54
01-201-20-150-214	31427 HAROLD E. PELLOW & ASSOCIATES,		TAX MAP RESEARCH	26.50	
		<i>Map Maintenance</i>	TOTAL FOR ACCOUNT		26.50
				=====	
			TOTAL for DEPARTMENT 150		51.04
DEPARTMENT 155					
01-201-20-155-808	31421 APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.		OCTOBER 2025 LABOR ATTORNEY SERVICES	1,200.00	
		<i>Legal Retainer</i>	TOTAL FOR ACCOUNT		1,200.00
				=====	
			TOTAL for DEPARTMENT 155		1,200.00

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

Meeting Date: 01/06/2026 For bills from 12/13/2025 to 12/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 165					
01-201-20-165-020		30055 HAROLD E. PELLOW & ASSOCIATES, 30055 HAROLD E. PELLOW & ASSOCIATES,	NOVEMBER 2025 ENGINEERING SERVICES - ESA NOVEMBER 2025 ENGINEERING SERVICES - 202	290.00 72.50	
		ENGINEERING	TOTAL FOR ACCOUNT		362.50
				=====	
		TOTAL for DEPARTMENT 165			362.50
DEPARTMENT 185					
01-201-21-185-272		31550 VERIZON WIRELESS Miscellaneous	Zoning - iPad - Acct #282179761-0002 TOTAL FOR ACCOUNT	38.01	
				=====	
		TOTAL for DEPARTMENT 185			38.01
DEPARTMENT 240					
01-201-25-240-209		30455 KONICA MINOLTA PREMIER FINANCE Copy Machine	DECEMBER 2025 LEASE TOTAL FOR ACCOUNT	130.19	
01-201-25-240-220		31525 NAVITEND 31407 GTEM, INC. Operating Maintenance	UPDATE CONTACT PAGE WORDING ON PD WEBSITE JULY 01 - SEPT 30, 2025 E-TICKET INVOICE TOTAL FOR ACCOUNT	62.50 123.75	
01-201-25-240-250		31551 VERIZON WIRELESS 31527 VERIZON WIRELESS Cell Phone - Police	DETECTIVE PHONE - ACCT #282179761-00001 PATROL VEHICLE PHONE & MODEMS ACCOUNT #2 TOTAL FOR ACCOUNT	76.70 280.15	
01-201-25-240-266		31323 NORTHEAST COMMUNICATIONS, INC Radio Repairs Upgrade	PROGRAMMING OF 2 APX4000 UNITS TOTAL FOR ACCOUNT	150.00	
01-201-25-240-283		31165 ATLANTIC TACTICAL, INC. 31165 ATLANTIC TACTICAL, INC. 31165 ATLANTIC TACTICAL, INC. New Equipment	ITEM #STR69424 - STREAMLIGHT 69424 TLR-7 ITEM #44N161BKL - BLACKHAWK - T SERIES L SHIPPING/HANDLING TOTAL FOR ACCOUNT	289.98 135.99 10.95	
				=====	
		TOTAL for DEPARTMENT 240			1,260.21
DEPARTMENT 250					
01-201-25-250-020		31493 EVERBRIDGE, INC. 31493 EVERBRIDGE, INC. POLICE RADIO & COMM & 911	NIXLE DATA REFRESH NIXLE 360 TOTAL FOR ACCOUNT	300.00 5,110.59	
				=====	
		TOTAL for DEPARTMENT 250			5,410.59

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

Meeting Date: 01/06/2026 For bills from 12/13/2025 to 12/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 265					
01-201-25-265-015		31266 ALERT-ALL CORP	ITEM #221 - FULL COLOR PLASTIC BADGE - F	470.00	
		31266 ALERT-ALL CORP	ITEM #065RN - FIRE HAT - RED - AMERICANA	234.00	
		31266 ALERT-ALL CORP	ITEM #867RD10 - TOTE BAG - RED - FULL CU	294.00	
		31266 ALERT-ALL CORP	ITEM #125I10 - TODAY'S HEROES COLORING B	325.00	
		30832 HARDYSTON, TOWNSHIP OF	DECEMBER 2025 FIRE PREVENTION	300.00	
		31266 ALERT-ALL CORP	ITEM #001 - TOT FINDER FIRE SAFETY STICK	195.00	
			TOTAL FOR ACCOUNT		1,818.00
01-201-25-265-211		31023 TECHNICAL FIRE SERVICES, INC.	FIRE DEPARTMENT ANNUAL PUMPER SERVICE TE	1,300.00	
			TOTAL FOR ACCOUNT		1,300.00
01-201-25-265-235		31047 FIREFIGHTER ONE, LLC	ITEM #90540 - SURVIVOR (ALKALINE MODEL)	575.04	
		31047 FIREFIGHTER ONE, LLC	ITEM #MJ6214TI-33-L-206 - CLASSIC FLOTAT	929.22	
		31047 FIREFIGHTER ONE, LLC	ITEM #MJ6214TI-33-L-206 - CLASSIC FLOTAT	929.22	
		31047 FIREFIGHTER ONE, LLC	ITEM #MJ6214TI-33-L-206 - CLASSIC FLOTAT	619.48	
		31047 FIREFIGHTER ONE, LLC	ITEM #MJ6214TI-33-L-206 - CLASSIC FLOTAT	619.48	
		31047 FIREFIGHTER ONE, LLC	ITEM #FDXL20011.5M - FDXL200 LEATHER BOO	504.90	
		31047 FIREFIGHTER ONE, LLC	ITEM #FDXL20011M - FDXL200 LEATHER BOOT	504.90	
		31047 FIREFIGHTER ONE, LLC	ITEM #G2LXL - DEX-PRO GLOVE - GAUNTLET C	569.80	
		31047 FIREFIGHTER ONE, LLC	ITEM #G2LXL - DEX-PRO GLOVE - GAUNTLET C	569.80	
		31047 FIREFIGHTER ONE, LLC	ITEM #H41L1NBFH-L - NOMEX NANO FLEX - FU	750.20	
		31047 FIREFIGHTER ONE, LLC	ITEM #UL6YLR319R545LBR160 - BULLARD YELL	593.30	
		31047 FIREFIGHTER ONE, LLC	ITEM #FDXL20010M - FDXL200 LEATHER BOOT	504.90	
		31047 FIREFIGHTER ONE, LLC	ITEM #UL6BKR319R545LBR160 - BULLARD BLAC	2,373.20	
			TOTAL FOR ACCOUNT		10,043.44
TOTAL for DEPARTMENT 265					
=====					
13,161.44					
DEPARTMENT 290					
01-201-26-290-220		30061 LINDE GAS & EQUIPMENT, INC.	INDUSTRIAL HIGH PRESSURE LEASE 11/20/202	56.64	
		30061 LINDE GAS & EQUIPMENT, INC.	INDUSTRIAL ACETYLENE LEASE 11/20/2025-12	42.48	
		30057 SUSSEX COUNTY ADMINISTRATIVE CENTER	W-1-1L - LEFT TURN - 30" X 30"	44.56	
		31333 PETRO-MECHANICS, INC	Perform an outerwall tank tightness test	575.00	
		30057 SUSSEX COUNTY ADMINISTRATIVE CENTER	W13-1-15 - 15 MPH SPEED ADVISORY - 18" X	19.00	
		30057 SUSSEX COUNTY ADMINISTRATIVE CENTER	R1-1 - STOP - 30" X 30"	267.36	
		30057 SUSSEX COUNTY ADMINISTRATIVE CENTER	CUSTOM - DANGEROUS CURVE - 30" X 30"	44.56	
		30057 SUSSEX COUNTY ADMINISTRATIVE CENTER	10% ADMINISTRATIVE FEE	37.55	
			TOTAL FOR ACCOUNT		1,087.15
01-201-26-290-250		31554 VERIZON WIRELESS	DPW IPAD - ACCT #642119479-00001	38.01	
		31550 VERIZON WIRELESS	DPW - Assistant Supervisor Acct #2821797	51.10	
			TOTAL FOR ACCOUNT		89.11
01-201-26-290-253		30209 WELDON MATERIALS, INC.	11/04/2025 - I-5 FABC ESCALATION SURCHAR	1.26	
		30209 WELDON MATERIALS, INC.	11/13/2025 - 1/4" TOP MIX ESCALATION SU	1.26	
		30209 WELDON MATERIALS, INC.	11/04/2025 - I-5 FABC	83.68	
		30209 WELDON MATERIALS, INC.	11/13/2025 - 1/4" TOP MIX	84.89	
			TOTAL FOR ACCOUNT		171.09
01-201-26-290-292		31129 PETRO-MECHANICS, INC	6" X 16 OZ. EMERGENCY VENT MAKE THREAD,	315.65	
		31129 PETRO-MECHANICS, INC	2.5" DUST CAP ADAPTER	96.04	
		31129 PETRO-MECHANICS, INC	EVV COMPLIANCE REPAIRS FOR GAS PUMPS: SU	4,945.00	
		31129 PETRO-MECHANICS, INC	OVERFILL VALVE EVR, 2" X 4" TOP FILL	1,939.46	
			TOTAL FOR ACCOUNT		7,296.15

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

Meeting Date: 01/06/2026 For bills from 12/13/2025 to 12/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 290					
01-201-26-290-461	31418 SITEONE LANDSCAPE SUPPLY, LLC		Grass Seed - Lebanon Cezanne Tall Fescue	2,243.70	
		<i>Park Maintenance</i>	TOTAL FOR ACCOUNT	2,243.70	
				=====	
		TOTAL for DEPARTMENT 290			10,887.20
DEPARTMENT 292					
01-201-26-292-260	29920 DOVER BRAKE & CLUTCH CO., INC.		55/GAL DEF	276.92	
		<i>Fire Department</i>	TOTAL FOR ACCOUNT	276.92	
	31426 THE ULTIMATE ALPHABET, LLC		REPLACE PASS DOOR & FENDER GRAPHICS OF C	450.00	
	29918 FRED BEANS FORD OF WASHINGTON		RING	3.48	
	29918 FRED BEANS FORD OF WASHINGTON		MIRROR	782.08	
	31136 JET VAC EQUIPMENT, LLC		ITEM ID #ZFK7 - MT7 BREAK IN FILTER KIT	574.11	
	29923 APPROVED AUTO ELECTRIC, INC		BOSH 12V RELAY	14.90	
	29923 APPROVED AUTO ELECTRIC, INC		BOSH 12V RELAY	59.60	
	29923 APPROVED AUTO ELECTRIC, INC		RELAY PLUGS	49.50	
	29920 DOVER BRAKE & CLUTCH CO., INC.		REPAIR KIT AUGER CONNECTION	324.87	
	29917 NETCONG HARDWARE CO., INC.		NUTS & WASHERS	1.28	
	31136 JET VAC EQUIPMENT, LLC		ITEM #8401097 - HEX FILTER UPGRADE KIT	234.61	
	31136 JET VAC EQUIPMENT, LLC		ITEM #BF100-1 - BOOM FLAIL MAINTENANCE K	2,039.86	
	31136 JET VAC EQUIPMENT, LLC		FREIGHT	390.54	
	29918 FRED BEANS FORD OF WASHINGTON		MOULDING	78.80	
	31360 REED SYSTEMS, LTD		3 GPM Shurflo Pump	298.80	
	29918 FRED BEANS FORD OF WASHINGTON		CORE DEPOSIT RETURN	-35.00	
	29922 VAN DINE MOTORS, INC.		DS STAND	398.71	
	29922 VAN DINE MOTORS, INC.		STOP BOLTS	42.52	
	31360 REED SYSTEMS, LTD		Electric Variable Controller	1,302.00	
	29916 NAPA AUTO PARTS		NAPA NIGHTVISION LED LIGHT BULB	88.57	
	29918 FRED BEANS FORD OF WASHINGTON		MOULDING	184.96	
	29921 SERVICE TIRE TRUCK CENTER, INC.		VALVE - PASSENGER	5.00	
	29922 VAN DINE MOTORS, INC.		PLUG IN HARNESS KIT 73973	332.00	
	29921 SERVICE TIRE TRUCK CENTER, INC.		DSM/MT COMPUTER SPIN BALANCE NO VEH	17.00	
	29922 VAN DINE MOTORS, INC.		CONTROL HARNESS	177.76	
	29922 VAN DINE MOTORS, INC.		POWER CABLE	504.88	
01-201-26-292-270	<i>DPW Fleet</i>		TOTAL FOR ACCOUNT	8,320.83	
	29916 NAPA AUTO PARTS		CREDIT - CORE DEPOSIT	-66.00	
	29916 NAPA AUTO PARTS		NAPA FLEET REAR DISC BRAKE PADS	75.83	
	29916 NAPA AUTO PARTS		NAPA ADAPTIVE ONE REAR LEFT BRAKE	98.08	
	29916 NAPA AUTO PARTS		NAPA FLEET REAR BRAKE ROTOR	192.60	
	29916 NAPA AUTO PARTS		CORE DEPOSIT	66.00	
	29916 NAPA AUTO PARTS		NAPA ADAPTIVE ONE REAR RIGHT BRAKE	98.08	
	29919 J.R. ROOF, INC.		BOLT	9.03	
	29919 J.R. ROOF, INC.		SENSOR	35.65	
	29916 NAPA AUTO PARTS		NAPA ADAPTIVE ONE FRONT BRAKE	163.16	
	29916 NAPA AUTO PARTS		ADAPTIVE ONE ADAPTIVE REAR	163.16	
	29916 NAPA AUTO PARTS		NAPA ADAPTIVE ONE REAR TRUCK & SUV	70.44	
	29916 NAPA AUTO PARTS		BRAKE FLUID DOT 4-12OZ	9.36	
	29916 NAPA AUTO PARTS		CREDIT - CORE DEPOSIT	-66.00	
	29916 NAPA AUTO PARTS		CREDIT - CORE DEPOSIT	-18.00	
	29916 NAPA AUTO PARTS		CORE DEPOSIT	18.00	
	29916 NAPA AUTO PARTS		NAPA THE LEGEND PROFESSIONAL	129.07	
	29919 J.R. ROOF, INC.		WHEEL	347.51	
	29916 NAPA AUTO PARTS		CORE DEPOSIT	66.00	

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

Meeting Date: 01/06/2026 For bills from 12/13/2025 to 12/31/2025

Account P0 # Vendor Description Payment Account Total

DEPARTMENT 292

29916 NAPA AUTO PARTS	NAPA FLEET FRONT DISC BRAKE PADS	107.82
01-201-26-292-280	<i>Police Dept. Fleet</i>	
	TOTAL FOR ACCOUNT	1,499.79
		=====
TOTAL for DEPARTMENT 292		10,097.54

DEPARTMENT 310

30091 AQUA NEW JERSEY	DECEMBER 2025 LEE HILL WATER SERVICE	39.88
29961 WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS DEPOSIT	-30.00
29961 WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS DEPOSIT	-24.00
29961 WB MASON CO., INC.	5 GALLON WATER JUGS	44.73
29961 WB MASON CO., INC.	DEPOSIT - 5 GALLON WATER JUGS DEPOSIT	54.00
29961 WB MASON CO., INC.	5 GALLON WATER JUGS	44.73
29961 WB MASON CO., INC.	DEPOSIT - 5 GALLON WATER JUGS DEPOSIT	54.00
29961 WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS DEPOSIT	-42.00
30477 ROYALTY CLEANING SERVICES, LLC	DECEMBER 2025 JANITORIAL SERVICES	709.15
29961 WB MASON CO., INC.	DEPOSIT - 5 GALLON WATER JUGS DEPOSIT	54.00
29961 WB MASON CO., INC.	5 GALLON WATER JUGS	44.73
29961 WB MASON CO., INC.	5 GALLON WATER JUGS	44.73
29961 WB MASON CO., INC.	DEPOSIT - 5 GALLON WATER JUGS DEPOSIT	54.00
29961 WB MASON CO., INC.	DECEMBER 2025 WATER COOLER RENTAL	2.85
29961 WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS DEPOSIT	-18.00
29961 WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS DEPOSIT	-6.00
29961 WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS DEPOSIT	-6.00
29961 WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS DEPOSIT	-54.00
29961 WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS DEPOSIT	-12.00
29917 NETCONG HARDWARE CO., INC.	ENERGIZER 2PK 3 VOLT LITHIUM BATTERY	31.48
	TOTAL FOR ACCOUNT	986.28
TOTAL for DEPARTMENT 310		=====
		986.28

DEPARTMENT 335

31537 LOEFFEL'S WASTE OIL SERVICE, LLC	OIL FILTER REMOVAL - USED OIL FILTERS/DR	150.00
01-201-26-335-020	RECYCLING OE	TOTAL FOR ACCOUNT
		150.00
30483 SCMUA	12/16/2025 GARBAGE DISPOSAL	5,379.96
30483 SCMUA	12/02/2025 GARBAGE DISPOSAL	6,715.32
30454 BLUE DIAMOND DISPOSAL, INC.	DECEMBER 2025 GARBAGE CONTRACT	57,750.00
30483 SCMUA	12/09/2025 GARBAGE DISPOSAL	6,092.58
01-201-26-335-030	GARBAGE CONTRACT	TOTAL FOR ACCOUNT
		75,937.86
TOTAL for DEPARTMENT 335		76,087.86

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

Meeting Date: 01/06/2026 For bills from 12/13/2025 to 12/31/2025

Account	PO #	Vendor	Description	Payment	Account Total
DEPARTMENT 375					
01-201-28-375-200		31400 WB MASON CO., INC.	ITEM #FEL5743501 - LETTER-SIZE THERMAL L	44.32	
		31400 WB MASON CO., INC.	ITEM #AAGG40000 - DAYMINDER MONTHLY PLAN	18.70	
		31400 WB MASON CO., INC.	ITEM #LOG920002836 - MK320 WIRELESS DESK	36.89	
			TOTAL FOR ACCOUNT		99.91
				=====	
		TOTAL for DEPARTMENT 375			99.91
DEPARTMENT 430					
01-201-31-430-661		31547 JCP&L	TAMARACK PARK - ACCT #100116096270	37.33	
		31549 JCP&L	BALLFIELD WELL, ROSEVILLE RD. - ACCT #10	86.33	
			TOTAL FOR ACCOUNT		123.66
01-201-31-430-675		31553 JCP&L	FIRE DEPT - ACCT #200000053062	209.10	
			TOTAL FOR ACCOUNT		209.10
				=====	
		TOTAL for DEPARTMENT 430			332.76
DEPARTMENT 435					
01-201-31-435-020		31536 JCP&L	STREET LIGHTING ACCT #100000676716	464.72	
		31535 JCP&L	STREET LIGHTING ACCT #100000676781	2,136.76	
		31548 JCP&L	RT. 206/TAMARACK RD - ACCT #100128762331	31.23	
			TOTAL FOR ACCOUNT		2,632.71
				=====	
		TOTAL for DEPARTMENT 435			2,632.71
DEPARTMENT 440					
01-201-31-440-601		30049 PENTELDATA	OCTOBER 2025 COMMERCIAL CABLE MODEM - BA	98.31	
			TOTAL FOR ACCOUNT		98.31
01-201-31-440-670		31526 VERIZON	DPW - Account #251-256-346-0001-55	178.47	
			TOTAL FOR ACCOUNT		178.47
01-201-31-440-680		31526 VERIZON	Police - Account #751-663-306-0001-55	100.68	
			TOTAL FOR ACCOUNT		100.68
				=====	
		TOTAL for DEPARTMENT 440			377.46

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

Meeting Date: 01/06/2026 For bills from 12/13/2025 to 12/31/2025

Account	PO #	Vendor	Description	Payment	Account Total
DEPARTMENT 447					
01-201-31-447-619	30479 FINCH FUEL OIL CO, INC.	Rescue Squad	12/12/2025 HEATING OIL DELIVERY - 250 GA	580.05	
			TOTAL FOR ACCOUNT	580.05	
01-201-31-447-661	30479 FINCH FUEL OIL CO, INC.	P & R Utilities	12/12/2025 HEATING OIL DELIVERY - 143 GA	331.79	
			TOTAL FOR ACCOUNT	331.79	
01-201-31-447-675	30479 FINCH FUEL OIL CO, INC.	Fire Dept Utilities	12/12/2025 HEATING OIL DELIVERY - 126 GA	292.35	
			TOTAL FOR ACCOUNT	292.35	
TOTAL for DEPARTMENT 447					
					=====
					1,204.19
DEPARTMENT 460					
01-201-31-460-670	30480 ALLIED OIL, LLC	DPW Utilities	12/17/2025 DIESEL DELIVERY - 1,200.50 GA	2,858.27	
	30480 ALLIED OIL, LLC		12/11/2025 GASOLINE DELIVERY - 2,083.10	4,736.34	
			TOTAL FOR ACCOUNT	7,594.61	
TOTAL for DEPARTMENT 460					
					=====
					7,594.61
DEPARTMENT 465					
01-201-32-465-000	30483 SCMUA	RECYCLING TAX APPROP.	12/16/2025 RECYCLING TAX	150.84	
	30483 SCMUA		12/02/2025 RECYCLING TAX	188.28	
	30483 SCMUA		12/09/2025 RECYCLING TAX	170.82	
			TOTAL FOR ACCOUNT	509.94	
TOTAL for DEPARTMENT 465					
					=====
					509.94
DEPARTMENT 740					
01-213-07-740-001002	27576 FRENCH & PARRELLO ASSOCIATES, PA	OS & Recreation Plan - CO Park (15)	DECEMBER 2025 PROFESSIONAL SERVICES - CO	130.00	
	27576 FRENCH & PARRELLO ASSOCIATES, PA		DECEMBER 2025 PROFESSIONAL SERVICES - CO	70.00	
	27576 FRENCH & PARRELLO ASSOCIATES, PA		DECEMBER 2025 PROFESSIONAL SERVICES - CO	477.50	
			TOTAL FOR ACCOUNT	677.50	
01-213-07-740-001005	30397 COLLIER ENGINEERING & DESIGN, INC.	Housing Element & Fair Share Plan (1)	SEPTEMBER - OCTOBER 2025 SERVICES - 4TH	1,837.50	
	30397 COLLIER ENGINEERING & DESIGN, INC.		NOVEMBER 2025 SERVICES - 4TH ROUND HOUSI	232.50	
			TOTAL FOR ACCOUNT	2,070.00	
TOTAL for DEPARTMENT 740					
					=====
					2,747.50

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

Meeting Date: 01/06/2026 For bills from 12/13/2025 to 12/31/2025

Account	P0 #	Vendor	Description	Payment	Account Total
DEPARTMENT 776					
			29930 SCMU	12/01/25 BRUSH DISPOSAL	37.35
			29930 SCMU	12/01/25 LEAF DISPOSAL	112.50
			29930 SCMU	12/03/25 LEAF DISPOSAL	113.85
			29930 SCMU	12/09/25 LEAF DISPOSAL	25.65
			29930 SCMU	12/01/25 LEAF DISPOSAL	102.60
			29930 SCMU	12/09/25 BRUSH DISPOSAL	57.60
01-214-25-776-004	2025 - Clean Communities			TOTAL FOR ACCOUNT	449.55
			31416 SWANK MOTION PICTURES, INC.	SHIPPING/HANDLING	30.00
			31416 SWANK MOTION PICTURES, INC.	MOVIE NIGHT: MONSTERS UNIVERSITY - WIDES	350.00
01-214-25-776-005	2025-2026 - MAC Grant			TOTAL FOR ACCOUNT	380.00
TOTAL for DEPARTMENT 776					
=====					
829.55					

Open Space Trust**DEPARTMENT 000**

17-286-56-000-001	31417 SUSSEX COUNTY CLERK Reserve - Open Space	DECLARATION OF ENCUMBRANCE (ROSI) RECORD	8.00
		TOTAL FOR ACCOUNT	8.00
=====			
TOTAL for DEPARTMENT 000			8.00

Other Trust**DEPARTMENT 000**

31400 WB MASON CO., INC.	CREDIT - ITEM #WBMHTRCC09 - CERAMINIC DE	-22.19
31079 WB MASON CO., INC.	ITEM #UBC61256 - 207 RETRACTABLE GEL PEN	16.31
31079 WB MASON CO., INC.	ITEM #UBC1736098 - 207 NEEDLE RETRACTABL	16.22
31079 WB MASON CO., INC.	ITEM #UBC1736097 - 207 NEEDLE RETRACTABL	16.11
31079 WB MASON CO., INC.	ITEM #UBC61255 - 207 RETRACTABLE GEL PEN	18.30
31079 WB MASON CO., INC.	CREDIT - ITEM #LUFFE100 - ENGINEER HI-VI	-29.99
31079 WB MASON CO., INC.	ITEM #KMKW52076AM - OFFICEASSIST SHREDDER	124.43
31079 WB MASON CO., INC.	ITEM #LUFFE100 - ENGINEER HI-VIZ FIBERGL	29.99
29972 KONICA MINOLTA PREMIER FINANCE	NOVEMBER 2025 CLICKS	18.51
29972 KONICA MINOLTA PREMIER FINANCE	DECEMBER 2025 LEASE PAYMENT	46.61
31400 WB MASON CO., INC.	ITEM #WBMHTRCC09 - CERAMINIC DESKTOP HEA	22.19
31079 WB MASON CO., INC.	ITEM #LUFFE100 - ENGINEER HI-VIZ FIBERGL	29.99
31079 WB MASON CO., INC.	CREDIT - ITEM #LUFFE100 - ENGINEER HI-VI	-29.99
31400 WB MASON CO., INC.	ITEM #BOS30455 - POWER RETURN TAPE MEASU	15.99
31400 WB MASON CO., INC.	ITEM #WBMHTRCC09 - CERAMINIC DESKTOP HEA	22.19
31400 WB MASON CO., INC.	ITEM #AAG88200 - LANDSCAPE MONTHLY WALL	21.07
31400 WB MASON CO., INC.	ITEM #AAGSK2400 - MONTHLY DESK PAD CALEN	14.54
19-286-56-000-421	Uniform Construction Code - Other Expenses	TOTAL FOR ACCOUNT
		330.28
=====		
TOTAL for DEPARTMENT 000		
330.28		

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

Meeting Date: 01/06/2026 For bills from 12/13/2025 to 12/31/2025

Account	PO #	Vendor	Description	Payment	Account Total
Recreation Trust					
DEPARTMENT 011					
20-286-56-011-001		31509 WINDT, JAMIE <i>CONSIGNMENT TICKETS</i>	REFUND - ROCKETTES CHRISTMAS SHOW		284.00
			TOTAL FOR ACCOUNT		284.00
				=====	
		TOTAL for DEPARTMENT 011			284.00

DEPARTMENT 016

20-286-56-016-003	<i>ART</i>	31489 THE ABC'S OF ART 31489 THE ABC'S OF ART 31459 THE ABC'S OF ART 31459 THE ABC'S OF ART 31529 FRUEHOLZ, ASHLEIGH	JACKSON PURNER - 12/07/25 ELLIS - 12/07/25 JACKSON PURNER - 11/22/25 ELLIS - 11/22/25 REFUND - ABC'S OF ART CLASS: HOLIDAY ART		25.00 25.00 25.00 25.00 120.00
			TOTAL FOR ACCOUNT		220.00
				=====	
		TOTAL for DEPARTMENT 016			220.00

DEPARTMENT 246

24-280-56-246	<i>Alan Tedesco - #2618943703</i>	31513 MARAZITI FALCON, LLP	REVIEW SUBDIVISION DEEDS FOR ROTUNDA APP		210.00
			TOTAL FOR ACCOUNT		210.00
				=====	
		TOTAL for DEPARTMENT 246			210.00

DEPARTMENT OF POLICE
BYRAM TOWNSHIP
10 Mansfield Dr
Stanhope, NJ 07874
www.byrampd.org



Acting Chief Thomas A. Dellicker
Phone (973) 347-4008
Fax (973)347-9089

To: Byram Township Council

From: Acting Chief Thomas Dellicker

Date: 12/17/25

Subject: Justification for Detective Take-Home-Vehicle - Byram Township Police Department

Purpose

The purpose of this memorandum is to provide justification and clarity for the Township Council to consider supporting the need for a take-home vehicle for the Byram Township Police Department's Detective. This proposal supports the department's mission to provide responsive, efficient, and professional law enforcement services to the residents of Byram Township.

Background

The Byram Township Police Department is a small but highly capable agency comprised of 14 sworn officers: one Chief, one Lieutenant, three Sergeants, one Detective, and eight Patrol Officers. The department's Detective Bureau is responsible for investigating serious crimes, processing evidence, and following up on cases. Detectives are frequently required to respond to incidents after normal business hours, including but not limited to sexual assaults, burglaries, serious motor vehicle crashes, unattended deaths, and other critical events that demand immediate investigative attention.

Currently, the detective must first report to police headquarters to obtain a vehicle and equipment before responding to a scene. This process can create delays that hinder evidence preservation and investigative effectiveness, particularly during late-night or weekend call-outs.

Benefits of a Take-Home Vehicle

1. Faster Response to Major Incidents

Providing a take-home vehicle allows the detective to respond directly to the scene from home when called out, eliminating travel time to headquarters and enabling the rapid initiation of critical investigative tasks, as well as providing additional manpower at the scene. Often, these responses are to other jurisdictions, hospitals, jail facilities, laboratories, etc.

2. Enhanced Operational Readiness

The detective can maintain all necessary investigative tools—such as evidence collection kits, cameras, and protective equipment—within the assigned vehicle. A designated take-home

vehicle ensures that essential tools and resources are always available, securely stored, and immediately accessible; mission-ready at all times.

3. Fleet Longevity and Cost Savings

Individually assigned vehicles typically experience less wear, are better maintained, and have longer service lives than shared patrol vehicles. Over time, this approach can reduce maintenance costs and the need for replacements, creating long-term savings for the Township.

4. Support for County and Interagency Coordination

The detective routinely travels to the Sussex County Prosecutor's Office, Superior Court, and other agencies for interviews, evidence submission, and case coordination. Having an assigned take-home vehicle enhances efficiency and productivity for these essential duties.

5. Morale, Professionalism, and Retention

Providing a take-home vehicle demonstrates organizational trust and support for the detective's critical role. It fosters professionalism, boosts morale, and helps retain qualified personnel in an increasingly competitive law enforcement environment.

Accountability and Oversight

The take-home vehicle program would operate under a formal departmental policy to ensure accountability and appropriate use, including:

- Use limited strictly to official duties, on-call status, and authorized training;
- Routine maintenance and mileage reporting;
- Administrative review of vehicle usage.

These safeguards ensure that the benefit is used responsibly and transparently.

Conclusion

Providing a take-home vehicle for the Byram Township Police Department's Detective represents a cost-effective and operationally sound investment in public safety. It will significantly improve investigative and emergency response capability, preserve the integrity of time-sensitive evidence, enhance police visibility and response time to calls, and support overall community trust.

For these reasons, it is recommended that the Byram Township Council support the assignment of a take-home vehicle to the department's Detective position.