

**TOWNSHIP OF BYRAM**  
**COUNCIL AGENDA, TUESDAY, FEBRUARY 17, 2026**  
**EXECUTIVE SESSION – 6:30 P.M.**  
**REGULAR SESSION – 7:30 P.M.**

**PLEASE TAKE NOTICE** that the regular session part of the meeting starting at 7:30 p.m. will be held in person at 10 Mansfield Drive and via Zoom Webinar. The public may connect using a computer or smart device by clicking on the following link: <https://us02web.zoom.us/j/82117363001>, or by calling any of the following number's US: +1 646 518 9805 or +1 267 831 0333 to participate. When prompted, enter the Meeting ID Number: 821 1736 3001. The public will have the opportunity to comment at appropriate times during the meeting. Formal action will be taken.

**1. CALL MEETING TO ORDER**

**2. OPEN PUBLIC MEETING STATEMENT**

This meeting is called pursuant to the provisions of the Open Public Meetings Act. Both adequate and electronic notice of the meeting has been provided, specifying the time, place. In addition, a copy of this notice is available to the public and is on file in the office of the Municipal Clerk, posted on the main door, the bulletin board of the Municipal Building, on the Township website at: [https://www.byramtwp.org/index.php/town\\_hall/township\\_council](https://www.byramtwp.org/index.php/town_hall/township_council), and has been forwarded to those persons requesting notice.

**3. ROLL CALL**

**4. RESOLUTION FOR EXECUTIVE SESSION**

- a. Attorney Client Privilege Communication
  - General
  - Gotham Communications

**5. RETURN TO OPEN SESSION**

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

**7. CHANGE IN NEW JERSEY LEGAL NOTICE PUBLICATION REQUIREMENTS**

**8. APPROVAL OF AGENDA**

**9. RENEWAL OF LICENSE – 2026 QUARRY LICENSE**

**10. RENEWAL OF LICENSE – 2026 JUNK YARD – RAIMOS**

**11. REPORTS**

- Township Manager
- Mayor and Council Members
- Township Attorney

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

**13. APPROVAL OF MINUTES**

- February 3, 2026 Regular & Closed Session Meeting Minutes

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

- A. Resolution No. 052-2026 – Resolution of the Mayor and Council of the Township of Byram Adopting an “Affirmative Marketing Plan” for the Township of Byram
- B. Resolution No. 053-2026 – Resolution Authorizing the Renewal of an Alcohol and Drug Testing Services Agreement between the Township of Byram and Valley Health System Inc.
- C. Resolution No. 054-2026 – Authorization to Execute Change Order No. 1 for Proposed Resurfacing of Various Streets – Net Increase of \$12,457.87
- D. Resolution No. 055-2026 – Township of Byram, County of Sussex, State of New Jersey, Appointing EB Employee Solutions, LLC, DBA the Difference Card to Provide HRA Services for the Township of Byram
- E. Resolution No. 056-2026 – Resolution to Purchase Rock Salt under the Sussex County Cooperative Pricing System for Budget Year 2026
- F. Resolution No. 057-2026 - Authorization to Purchase One (1) Trackless 51” Ribbon Snow Blower w/Sidewalk Chute Under the Houston-Galveston Area Council National Cooperative Purchasing System for Budget Year 2026
- G. Resolution No. 058-2026 – Authorizing Appointment of Legal Council and Award of Professional Service Contract in Connection Therewith
- H. Resolution No. 059-2026 – Resolution to Transfer 2025 Appropriation Reserves Current Fund
- I. Resolution No. 060-2026 – Resolution Authorizing 100% Disabled Veteran Exempt Status to Owner of Block 403 Lot 456 for Tax Year 2026 and the Cancellation of Taxes for the Remainder of the First Half of 2026
- J. Resolution No. 061-2026 – Memorandum of Agreement – PBA Local 406
- K. Resolution No. 062-2026 – Memorandum of Agreement – DPW Local 32
- L. Resolution No. 063-2026 – Memorandum of Agreement – Clerical Local 32

**15. APPROVAL OF FEBRUARY 17, 2026 BILL LIST**

**16. ORDINANCE – 1<sup>st</sup> Reading / Introduction**

- **AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF BYRAM AMENDING CHAPTER 240 ENTITLED ‘ZONING’ OF THE CODE OF THE TOWNSHIP OF BYRAM TO ADD A NEW SECTION ‘240-93 AFFORDABLE HOUSING’**

**17. ITEMS FOR DISCUSSION**

**18. FUTURE AGENDA DISCUSSION ITEMS**

**19. PUBLIC PARTICIPATION II**

**20. EXECUTIVE SESSION – Session II (if necessary)**

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

**22. ADJOURNMENT**



## HAROLD E. PELLOW & ASSOCIATES, INC.

CONSULTING ENGINEERS · PLANNERS · LAND SURVEYORS

ESTABLISHED 1969

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*2022 Distinguished Engineering Service Award  
from the NJ Society of Professional Engineers*  
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**MATTHEW J. MORRIS**  
NJ – L.L.A., NJ – P.P.

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

February 12, 2026

**MEMORANDUM TO:** Byram Township Mayor & Council

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

**SUBJECT:** 2026 Quarry License Application for Tilcon New York  
Block 226, Lot 8; Block 357, Lot 1; Block 358, Lot 1;  
Block 362, Lot 5; and Block 363, Lot 2  
Byram Township, Sussex County  
HPA No. 25-538

Dear Mayor and Council:

I have reviewed the 2026 Quarry License Application for the above referenced properties. Based on a review of this application, I offer the following comments:

1. The documents submitted as part of this application were included in a binder that was entitled “Byram Township, Quarry License Application, Year 2026, submitted by: Tilcon Engineering Department, 9 Entin Rd., Parsippany, NJ 07054”.
2. The items required by §189-4 and §189-5 of the Byram Township Code for a quarry license application have been substantially submitted in the Applicant’s license application to the Township. I believe the application is complete as presented.
3. Comments Regarding Conditions of 2025 Resolution:
  - a. Condition No. 3 – Wetlands: Activity at the quarry increased during the past year but wetland areas on the property have not been impacted. As stated in previous years, I do not feel that a new wetland investigation is needed until Tilcon plans to expand the operations in the quarry closer to the previously delineated wetland areas. The condition of it being Tilcon’s obligation to comply with the regulations and requirements of the NJDEP should be continued in 2026.
  - b. Condition No. 4 – Noise: While minor blasting has occurred in the past year, no complaints are known to be filed regarding noise emanating from the quarry. If any complaints are made in 2026, Tilcon will be responsible for taking any mitigation measures that may be warranted.

- c. Condition No. 5 – Performance Bond: The amount of the performance bond for the restoration of the 40 acre quarry was adjusted as follows for 2017:

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

A Performance Bond Amount = \$1,073,000 x 120% = **\$1,287,600.00** was posted with the Township.

While a number of years have now passed since the last estimate was prepared, the area of restoration was conservatively sized and I believe that the bond amount would be sufficient for the restoration of the quarry property now that the “lower” tract of the original quarry is no longer part of this application. It is, therefore, my recommendation that the amount of this bond be held for the 2026 renewal.

- d. Condition No. 6 – NJPDES Permit: The Byram Quarry NJPDES permit #NJ-G0164283 & Program Interest ID #286606 which authorized discharge of stormwater and mine dewatering is still in full force and effect according to Mr. O’Reilly. NJDEP Water C&E Program conducted a Water Quality compliance inspection in 2025 and found the facility (PI ID #286606) in compliance with applicable Department regulations and/or permit conditions.
- e. Condition No. 7 – Storage of Solvents Prohibited: The quarry site was active for most of the year, with multiple blasting days and the removal of loads of stone from crushed stone piles. No evidence that industrial solvents were being stored on the quarry property was noted during our 2025 inspections. Tilcon should take the proper steps to ensure that industrial solvents are not stored on the site and that the handling of oil and fuel is done so in a proper manner.
- f. Condition No. 8 – Equipment Auctions: No equipment auctions occurred within the past year. No auctions shall occur on the site unless proper permits are obtained from the Township.
- g. Condition No. 9 – Soil Erosion Permit: The Soil Erosion & Sediment Control plan for the quarry was approved effective July 09, 2024 and will be good through January 2028. Our office has invited the Sussex County Soil Conservation District to each of the quarterly inspections, but an inspector has not been available to meet with us on the inspection dates. Our office will continue to invite the District to the quarterly inspections. A new Soil Erosion & Sediment Control plan should be submitted for approval prior to the expiration

of the current plan. Tilcon is to provide our office with proof of the application and re-certification.

- h. Condition No. 10 – Dust Control: As requested, Tilcon installed a pumping system in 2006 to utilize water from the on-site detention basin for dust control instead of groundwater that is obtained from site wells. Tilcon has stated that the use of this water was continued during 2025 operations and will continue during 2026.
- i. Condition No. 11 – Payment of Fees: The Byram Township Clerk should verify that all fees have been paid to date.
- j. Condition No. 12 – Equipment Storage: I recommend that the condition be continued in 2026 that Tilcon or any other company that is removing stockpiles of material from the quarry shall not store any equipment that is not directly related to the quarry operation. There is an increase of equipment on site due to the quarry being active, however all equipment on site is used to support Quarry operations.
- k. Condition No. 13 – Water & Wetlands: A report on the monitoring well readings for 2025 have been submitted by Weston & Sampson, PE, LS, LA, Architects, PC; and is dated November 14, 2025. Based on a review of this report, no major changes have occurred. While no major changes have occurred, the submittal of this report should be a requirement that continues in 2026 and forward to ensure that no changes occur in the future, since blasting and quarrying operations will continue during 2026.
- l. Condition No. 14 – Driveway: The driveway between Lackawanna Drive and the old weigh station/sales office was last resurfaced and striped in the Fall of 2019. The driveway is still in satisfactory condition but should be monitored for repairs in 2026.
- m. Condition No. 15 – Access Road: The access road was maintained in an acceptable manner in 2025. Tilcon should continue in 2026 to keep this roadway free of ruts and potholes and minimize dust and noise that are created by vehicles traveling up and down the main access road.
- n. Condition No. 16 – Fencing & Security: The orange construction fencing which was installed along the perimeter of the quarry was replaced years ago with a chain link fence to keep ATV riders out of the quarry. Tilcon repaired the fence in various locations in 2025. It is recommended that the condition of fencing be maintained to remain a requirement of the 2026 quarry approval.
- o. Condition No. 17 – Haybale Protection of Wetlands: During inspections in 2025, it was noted that the silt fence and hay bales that are in place around the wetlands on the site were in need of repair, subsequently they were repaired and are now in satisfactory condition. The condition to protect these wetlands should

continue in 2026. Access road maintenance, weed control, etc. to be maintained to facilitate access for our inspector during future inspections.

- p. Condition No. 18 – Stone Check Dams: The stone check dams were in satisfactory condition at the time of the last inspection, on December 19, 2025. The condition that these stone check dams remain in place and free of silt should be continued in 2026.
- q. Condition No. 19 – Asphalt Berms for Paved Equipment Parking: The asphalt berms appear to be in working order. These berms should be monitored during 2026 and replaced as needed during quarry operations in 2026.
- r. Condition No. 20 - Aerial Photograph Exhibit: A photo of the quarry has been provided. Based on a review of this photograph versus NJDEP GIS imagery, it is easy to see that quarry has not grown in size in a number of years.
- s. Condition No. 21 – Inspections: As required per Chapter 189 of the Byram Code, the Township Engineer shall make periodic inspections to evaluate the Applicant’s performance with respect to the conditions of the license. The dates of these inspections and the individuals in attendance during these inspections were as follows:

2<sup>nd</sup> Quarter – Performed on May 16, 2025, with Ralph Courtright (HPA), Steve O’Reilly (Tilcon) & Dan Naiman (Tilcon) in attendance.

3<sup>rd</sup> Quarter – Performed on August 26, 2025, with Ralph Courtright (HPA) & Dan Naiman (Tilcon) in attendance.

4<sup>th</sup> Quarter – Performed on December 19, 2025 with Ralph Courtright (HPA) & Dan Naiman (Tilcon) in attendance.

No one from the Council, the Environmental Commission, nor the Sussex County Soil Conservation District were present during the quarterly inspections, however they were notified of the inspection dates and times. The operations were inspected during these visits to evaluate the Applicant’s performance with respect to the conditions of the license. Based on the visits, it was found that the operations on the site were consistent with the license. Copies of the 2<sup>nd</sup> and 3<sup>rd</sup> quarter reports have been included in Part 6 – Exhibit E of the Application. The 4<sup>th</sup> quarter report was not included in the Application.

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

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

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

- u. Condition No. 23 – Contaminated Soil: A condition of the 2025 approval was that no contaminated soils were to be imported onto the quarry property and if it is confirmed that contaminated soils have been imported, they must be promptly and properly removed. Based on this year’s inspections, no new soil was found to be imported onto the site. The condition that no contaminated soil be imported onto the site should be continued in 2026.
  - v. Condition No. 24 – Advance Notification of Blasting: My office was notified this year prior to the blasting that took place throughout the year. This condition should continue in 2026.
  - w. Condition No.25 – Fuel Storage Tank: The fuel storage tanks on the property are not currently in use. If these tanks are again utilized, Tilcon shall clean out the secondary containment system, repair any defects in the tank and properly prepare the tank for reuse.
  - x. Condition No. 26 – Updated Plans: Tilcon provided updated plans in 2026 as required per the 2025 license renewal. No changes are needed to the maps.
  - y. Condition No. 27 – Mine Registration Certificate: The Mine Registration Certificate provided expires on 03/31/2026. This will need to be renewed, and a copy provided to the Township.
  - z. Condition No. 28 – Permit To Use Explosives: The Permit to Use Explosives expires on 09/30/2026. This will need to be renewed, and a copy provided to the Township.
4. Additional Comments Regarding this Application:
- a. During 2026, the quarry began to perform some crushing activities in order to produce a specific size product. The estimated numbers of rock product produced and prepared for sale are as follows:

<b>Byram Quarry</b>	<b>Est. Tonnage</b>
2025 Production	416,000
2025 Sales	110,000
Current Inventory on Ground	299,000
Projected 2026 Production	400,000-500,000

There were approximately 30 to 40 trucks a day during time during this past year. Per Tilcon representatives, the production of additional rock product will continue in 2026.

- b. It appears that the quarry is back in production to at least some degree. Tilcon should be prepared to review the operations at the quarry during the license hearing.

With the above comments being made, I believe that Tilcon New York has complied with the conditions of this past year's approval. Tilcon representatives should attend the hearing for the license application and be prepared to update the Council on the operations that will be occurring at the quarry in 2026. As long as the operations continue in 2026 as they have been occurring in past years, I would recommend that the Quarry License Application for Tilcon New York be approved for 2026 subject above listed items being conditioned and any other items that the Byram Township Council may wish being fully resolved.

Very truly yours,



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

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



## HAROLD E. PELLOW & ASSOCIATES, INC.

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NJ – P.E., NJ – P.P.

February 13, 2026

**MEMORANDUM TO:** Byram Township Mayor and Council

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

**SUBJECT:** Raimo of Stanhope, Inc.  
2026 Junkyard License Renewal Application  
Block 37, Lots 26 & 27 and Block 35, Lots 36 & 37  
Byram Township, Sussex County  
HPA No. 04-007

Dear Mayor and Council:

Raimo of Stanhope, Inc. has submitted an application for the 2026 license renewal for the operation of a junkyard in accordance with Byram Township Ordinance No. 14-2003. Based on a review of this application, I would like to offer the following comments:

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

The Licensee is continuing to complete the construction of buildings and site improvements that were part of the site plan approvals granted by the Planning Board a few years ago. The site operations and construction activities are occurring simultaneously but are being performed in a neat and orderly manner like they have been for years.

2. The Resolution granting Raimo of Stanhope, Inc. a license for 2025 to operate a junkyard listed a number of conditions. The conditions and the summary of the action taken by the Licensee are as follows:

- a) Condition No. 1 – The license shall comply with all conditions and requirements of the Planning Board approval that was granted on March 18, 2021.

The Applicant has continued construction activities, and all activities are consistent with the approval granted by the Board. The condition of complying with all conditions of the Planning Board approval should be continued in 2026.

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

Based on a review of NJDEP Data Miner information, no violations noted for the subject property. The approval of the 2026 license should be conditioned on the Licensee continuing to provide inspection reports by the NJDEP.

- c) Condition No. 3 – The licensed premises are lower than Route 206 so that the wooden fence along the Route 206 frontage does not fully obstruct the view of operations. The Licensee shall keep these evergreen trees in good condition and replace any damaged evergreens in 2025 if they may become diseased or eaten by deer or other animals.

Most of the trees along Route 206 are good condition but a few have died and need to be replaced. The Licensee should continue to maintain these trees and upgrade the trees as needed to replace dead trees and finalize the landscaping to match the landscaping plans approved by the Planning Board in 2021.

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

The Netcong Avenue improvements approved by the Planning Board are mostly completed except for the paving of the final wearing surface. During my recent visit to the property I noted several construction vehicles along Netcong Avenue but no vehicles related to the salvage business. Adherence to this condition should continue in 2026 so that Netcong Avenue remains open to vehicular traffic at all times.

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

The right-of-way along Netcong Avenue is being modified as part of the Planning Board approval. All fencing along Netcong Avenue has been removed during construction and new fencing will be installed as approved on the 2021 site plan. This condition should be modified in 2026 to state that the fencing will be installed along the perimeter of the site as approved by the Planning Board.

- f) Condition No. 6 – Licensee shall make a good faith effort to keep roll-off containers and other equipment and materials within the fenced area of Block 37, Lot 26 and Block 35, Lot 36. Block 35, Lot 35 is not part of the licensed premises. No roll-off containers or flatbed trailers shall be stored outside of the licensed premises. If the Licensee attempts to keep any roll-off containers, flatbed trucks or similar equipment on the non-licensed premises, then Licensee shall remove them until and unless the Licensee obtains a use variance and site plan approval from the Byram Township Planning Board for expansion of the operation.

During visits to the site, roll-off containers were located outside the fenced-in area to allow room for construction equipment. Once all improvements are completed and prior to any final certificate of occupancy being granted, the Licensee will move all containers onto the licensed properties and keep the Block 35 Lot 35 property free of vehicles, trailers and roll-off containers.

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

During visits to the site, it has been noted that the Licensee has continued to keep the right-of-way clean of debris in 2025. The 2026 license should be conditioned on keeping the right-of-way free of debris and maintaining the property corners in good shape.

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

A few roll off containers were located on these properties due to construction activities on the other licensed properties. I have no objection to the temporary placement of these containers but these will need to be removed once the improvements are completed and final certificate of occupancies being granted. The condition that these properties be kept free of materials should continue in 2026.

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

The records regarding pest control maintained were reviewed during my visit. This condition should continue in 2026.

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

Records from the Applicant's environmental consultant were on site and reviewed during my visit. This condition should continue in 2026.

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

Records regarding fire protection service were on site and reviewed during my visit. This condition should continue in 2026.

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

The property is in compliant with this condition, and I have no objections of the current operations and the ability to keep the site neat and orderly. This condition should be continued in 2026.

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

No vehicles were parked in this area during my inspection. This condition, however, should continue in 2026.

- n) Condition No. 14 – Licensee shall continue in 2025 to keep box trailers/containers off Block 31, Lots 29 and 30, which are not part of the licensed premises.

No trailers or containers were found to be located on these properties during my inspection. This condition should continue in 2026.

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

All fences along Netcong Avenue have been removed while construction activities are occurring. The fences and gates will be replaced per the Planning Board site plan approval. It is recommended that this condition be continued in 2026 with the Applicant replacing the fence as required by the Planning Board approval.

- p) Condition No. 16 – Netcong Avenue must be kept in a suitable condition acceptable to the Township Engineer and the Township Road Department Supervisor in 2025 and shall be paved as offered by the Licensee in accordance with the requirements of the

Township Engineer and as approved by the Township Council. As offered by the Licensee, Netcong Avenue shall be maintained and paved as needed by the Licensee and not by the Township because the majority of the use of Netcong Avenue is by visitors to the licensed site and Licensee's heavy equipment.

The condition of Netcong Avenue has been kept in suitable condition during the past year should continue in 2026.

- q) Condition No. 17 - The stacking of vehicles on the licensed property shall be prohibited. Any vehicles or portion of vehicles that are stacked on the property shall be removed from the property or property stored. There shall be no storage of vehicles on Netcong Avenue.

Stacking of vehicles or parts of vehicles was not observed within the fenced area of Block 35 Lot 36 during visits to the site. This condition should continue in 2026.

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

The NJDEP has still not issued any new NJPDES permits for salvage yard operations and all expired permits have been administratively extended until action is taken by the NJDEP. The 2026 license should be conditioned on the Licensee providing an update on the status of the permit and provide a copy of the NJPDES permit for the facility when it is renewed.

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


Copies of the 2025 reports were reviewed, and no items of concern were noted. This condition shall continue in 2026.

As outlined above, the Licensee is still in the process of constructing the site improvements approved by the Planning Board and based on visits to the site, the operation of the facility is in substantial compliance with the conditions of last year's license. It is my recommendation that the license for 2026 be renewed with the above conditions remaining in place and that the Licensee continuing to meet all conditions of the Planning Board approval for this facility.

Byram Township Mayor and Council  
RE: Raimo of Stanhope, Inc.  
February 13, 2026

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Very truly yours,



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

CLS: els  
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Enclosure

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

**TOWNSHIP OF BYRAM  
RESOLUTION NO. 052-2026**

**RESOLUTION OF THE MAYOR AND COUNCIL  
OF THE TOWNSHIP OF BYRAM ADOPTING AN  
“AFFIRMATIVE MARKETING PLAN” FOR THE  
TOWNSHIP OF BYRAM**

**WHEREAS**, in accordance with the New Jersey Uniform Housing Affordability Controls (“UHAC”) (N.J.A.C. 5:80-26, et seq.), and the terms of a Consent Order Conditional Compliance Certification (N.J.S.A. 52:27D-304(q)) entered in December 2025, by the Hon. Janine M. Allen, J.S.C., which was entered into as part of the Township’s Declaratory Judgment action entitled In the Matter of the Application of the Township of Byram, County of Sussex, Docket No. SSX-L-51-25, the Township of Byram is required to adopt an updated Affirmative Market Plan to ensure that all affordable housing units created, including those created by the rehabilitation of rental housing units within the Township of Byram, are affirmatively marked to low and moderate income households, particularly those living and working within Housing Region 1, encompassing the Township of Byram.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. All affordable housing units in the Township of Byram shall be marketed in accordance with the provisions of N.J.A.C. 5:80-26.16 as issued December 15, 2025, and attached to this Resolution No. 2026-\_\_ (the “New Affirmative Marketing Regulations”).
- B. The Township’s Administrative Agent, or the Administrative Agent of any specific developer, shall administer the Affirmative Marketing Plan in accordance with the New Affirmative Marketing Regulations. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low, low and moderate income units upon initial occupancy; to provide for the initial occupancy of very low, low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26-1, et seq.

C. The Township’s Administrative Agent shall provide the Municipal Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C. 5:80-26-1, et seq. and N.J.A.C. 5:99-1.1, et seq., specifically N.J.A.C. 5:80-26.16 and N.J.A.C. 5:99-7.2(a)1.

D. To the extent Section 13-906r.1(a) and (b) are inconsistent with the New Affirmative Marketing Regulations, the latter shall govern and so supersede Section 13-906r.1(a) and (b).

**BE IT FURTHER RESOLVED** that the appropriate Township officials and professionals are authorized to take all actions required to implement the terms of this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect pursuant to law.

**BYRAM TOWNSHIP COUNCIL**

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

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on February 17, 2026.

\_\_\_\_\_  
Cynthia Church, RMC  
Municipal Clerk\_

## **N.J.A.C. 5:80-26.16**

This file includes all Regulations adopted and published through the New Jersey Register, Vol. 57 No. 24,  
December 15, 2025

### **NJ - New Jersey Administrative Code > TITLE 5. COMMUNITY AFFAIRS > CHAPTER 80. NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY > SUBCHAPTER 26. HOUSING AFFORDABILITY CONTROLS**

#### **§ 5:80-26.16 Affirmative marketing**

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(a) The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age (except for "housing for older persons" as defined at N.J.S.A. 10:5-1 et seq. and age-restricted units as permitted pursuant to 42 U.S.C. § 3601 et seq.), number of children, source of lawful income, or any other characteristic described in the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 through 5.50, to housing units that are being marketed by a developer or sponsor of affordable housing. Unless stated otherwise, supportive housing units must comply with the affirmative marketing requirements of their respective sponsoring programs, where applicable. The affirmative marketing plan is intended to reach those potentially eligible persons who are least likely to apply for affordable units in the plan region by attracting applications from eligible applicant-households in preparation for the random selection process. It is a continuing program that directs all marketing activities toward the housing region in which the municipality is located throughout the deed restriction period. Each developer or administrative agent shall document and report the affirmative marketing plan for the units under their purview to the municipal housing liaison, who shall ensure that developers and administrative agents are marketing units in accordance with the provisions in this section.

(b) The administrative agent shall ensure the affirmative marketing of affordable units. Municipalities may designate an experienced municipal staff person approved by the Division to be the administrative agent responsible for implementing the affirmative marketing plan. The administrative agent shall attend an affirmative marketing training program approved by the Division.

(c) If the municipality does not designate a municipal staff person, it shall contract with other experienced administrative agent(s) approved by the Division to administer the affirmative marketing plan(s). The municipality shall also ensure that all affordable-unit, applicant, and sales records are returned to the municipality for reporting purposes and to aid with future resales. The municipality is ultimately responsible for the proper administration of the affirmative marketing program, including initial sales, rentals, resales, and re-rentals.

(d) In implementing the affirmative marketing plan, administrative agents shall designate an experienced staff person to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law. Alternatively, the administrative agent may contract with an experienced entity approved by the Division to provide such counseling services.

(e) The affirmative marketing plan must contain the following information:

1. The name and address of the project;
2. The number of units, including the number of sale and/or rental units;
3. The physical characteristics of affordable units, including the unit type (that is, family, age-restricted, or supportive), bedroom counts, total square footage, and accessibility features;

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4. The prices of for-sale units and/or the rental amounts of rental units;
5. The expected date the affordable housing units will be available;
6. The name of the sales agent and/or rental manager;
7. A description of the random selection method that will be used to select occupants of affordable housing units;
8. The population(s), if any, that will be given preference in the selection process pursuant to N.J.A.C. 5:80-26.17(k);
9. Required application fees; and
10. A phone number, email address, website address, and New Jersey Housing Resource Center information for the property.

(f) The affirmative marketing plan must describe the media to be used in advertising and publicizing the availability of housing. In developing the plan, the administrative agent shall account for language barriers. In addition to the items specified at (e) above, the plan must include the following:

1. Available units, waitlist opportunities, and lottery applications, as applicable, to be posted to the New Jersey Housing Resource Center;
2. The names of potential paid targeted digital advertising to be used throughout the housing region;
3. The names of specific newspapers and other publications circulated within the housing region, such as neighborhood-oriented weekly newspapers, religious publications, and organizational newsletters;
4. The names of employers throughout the housing region that will be contacted to post advertisements and distribute flyers regarding available affordable housing;
5. The names of specific community and regional organizations that will aid in soliciting low- and moderate-income applicants. Such organizations may include nonprofit, religious, governmental, fraternal, civic, and other organizations;
6. The names of specific internet websites that operate as housing search websites and municipal and county websites where the affordable homes will be advertised;
7. The names of specific social media websites and platforms where advertisements will be posted or linked;
8. The locations of public transit stops in the housing region where flyers will be posted; and
9. Other advertising and outreach efforts to groups that are least likely to be reached. If the applicant demonstrates that other advertising and outreach efforts are substantially more effective in reaching the target population than any of the means enumerated at (f)2 through 8 above, the Division may approve a plan that substitutes an equal number of those means.

(g) The affirmative marketing process for available affordable units must begin at least four months prior to expected occupancy and may begin before construction commences. In implementing the marketing program, the administrative agent shall:

1. Post a listing of the available affordable housing units to the New Jersey Housing Resource Center at least 60 days before the random selection process or within one day following the date the owner, developer, property manager, or other administrative entity provides information regarding the application process to prospective applicants or solicits any applications from potential applicants through any other means pursuant to N.J.S.A. 52:270-321.6. It is the responsibility of the Municipal Housing Liaison, in coordination with the administrative agent(s), to ensure compliance with all provisions of N.J.S.A. 52:270-321.3 through 321.6;
2. Within one business day of listing the affordable housing units on the New Jersey Housing Resource Center, notify the local Continuum of Care of any rental housing units for individuals with

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special needs that are reserved for individuals and families that are homeless and of any permanent supportive housing rental units;

3. Publish at least one advertisement in a regional newspaper;
4. Advertise the units on at least one housing search website; and
5. Undertake at least two additional regional marketing strategies, one digital and one non-digital, using the sources listed at (f)2 through 9 above.

**(h)** Such advertising and outreach must take place during the first week of the marketing program and continue until all of the units being brought to market at that time have been sold in the case of for-sale units or until enough applications from eligible households have been received to fill all of the units plus two years of future re-rentals in the case of rental units. Applications must be accepted for no less than 45 days following the initial advertisement on the New Jersey Housing Resource Center, except for the resale of for-sale units, in which case, applications must be accepted for no less than 30 days. No lottery may be conducted while applications are still being accepted. The advertisement must include at least the following:

1. The location of the units;
2. An address sufficient to find directions to the housing units;
3. A range of prices for the housing units;
4. The sizes, as measured in number of bedrooms and square footage, of the housing units;
5. The types (that is, family, age-restricted, or supportive) and number of affordable units available;
6. The number of units available to very-low-, low-, and moderate-income households within the pertinent eligible income ranges;
7. The accessibility features, if any, of the units;
8. The maximum income permitted to qualify for the housing units;
9. The population(s), if any, given preference in the selection process pursuant to N.J.A.C. 5:80-26.17(k)3;
10. The location(s) of and links to applications for the housing units;
11. The expected completion date(s) for the affordable housing units;
12. The date of the lottery;
13. The business hours when interested households may obtain hard copies of applications for the housing units;
14. Contact information, including an email address and phone number that are regularly monitored by the administrative agent; and
15. Application fees, if any.

**(i)** Applications for affordable housing or notices of such, if offered online, must be available in multiple locations, including, at a minimum, the county administration building and/or the county library for each county within the housing region; the municipal administration building(s) and the municipal library in the municipality in which the units are located; and the developer's sales office. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address. The municipality shall post the application links and/or notices of affordable housing either directly on the home page of the municipality's official website or on a landing page directly, clearly, and conspicuously linked to from the home page of the municipality's official website.

**(j)** If the municipality intends to require affordable housing developers to incur the cost of affirmative marketing and advertising for affordable units, the municipality must adopt such policy and make the requirement a condition of the project's planning and zoning board approvals.

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(k) In carrying out the affirmative marketing process, the administrative agent shall comply with all provisions of the Fair Chance in Housing Act, N.J.S.A. 46:8-52 through 64.

## History

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### HISTORY:

New Rule, R.2004 d.475, effective December 20, 2004.

See: 36 N.J.R. 3655(a), 36 N.J.R. 5713(a).

Former N.J.A.C. 5:80-26.15, Household certification and referral, recodified to N.J.A.C. 5:80-26.16.

Recodified from N.J.A.C. 5:80-26.15 and specially amended by R.2025 d.019, effective December 20, 2024 (to expire December 20, 2025).

See: 57 N.J.R. 389(a).

Rewrote the section. Former N.J.A.C. 5:80-26.16, Household certification and referral; related project information, recodified to N.J.A.C. 5:80-26.17.

In accordance with N.J.S.A. 52:148-5.1.c(2), special amendment R.2025 d.019 expires on June 18, 2026.

See: 57 N.J.R. 1470(a).

NEW JERSEY ADMINISTRATIVE CODE  
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**TOWNSHIP OF BYRAM  
SUSSEX COUNTY, NEW JERSEY  
RESOLUTION NO. 053-2026**

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

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

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

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

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

**BYRAM TOWNSHIP COUNCIL**

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

ATTEST:

I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on February 17, 2026.

\_\_\_\_\_  
Cynthia Church, RMC  
Township Clerk



**ALCOHOL AND DRUG TESTING SERVICES**

**Please complete the information below.**

Client Name: Township of Byram

Client Address: 10 Mansfield Drive, Stanhope, NJ 07874

Client Contact Person: Philip Crosson

Client Phone: 973-347-2500 x161

Client Email: pcrosson@byramtwp.org

Check this box if Client is a public entity:

Valley Health System, Inc. ("Valley") provides alcohol and drug testing services to support workplace alcohol drug testing programs and policies. In consideration of the mutual covenants and promises set forth below, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

**Client and Valley agree to the Terms and Conditions appended to this Service Agreement. By signing below, the undersigned confirm that they were provided such Terms and Conditions prior to execution of this Service Agreement.**

BY CLIENT

BY VALLEY HEALTH SYSTEM, INC.

Attn: Occupational Health  
1400 MacArthur Boulevard  
Mahwah, New Jersey 07430

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## TERMS AND CONDITIONS

1. **Services.** Valley will offer the following services (“Services”) to Client upon request: (1) alcohol tests, performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing; (2) drug tests, performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results; and (3) DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements. Valley will make available to Client, at location(s) of Client’s choosing, and at reasonable expense to Client for copying and shipping charges, all records related to alcohol and drug testing performed by Valley for Client, except records containing confidential medical information, within two business days of notification by Client of such request.

2. **Valley Facilities and Staff.** Valley will maintain facilities and personnel adequate to the performance of Services.

3. **Release of Results.** To the extent the Services include test results, Valley may release individual test or exam results to Client or its agents, to any third party for whom the tested individual provides written authorization, or to any third party to whom Valley is required to make such release pursuant to a court order or valid subpoena. Except as noted elsewhere in this Agreement, Client may release individual test results to Client or its agents, to the Federal Transit Administration or Federal or New Jersey Department of Transportation or their agents, to or any State or local officials with regulatory authority over the testing program, to any third party for whom the tested individual provides written authorization, or to any third party to whom Client is required to make such release pursuant to a court order or valid subpoena. Valley will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by Valley to Client: (1) FIVE YEARS: Alcohol tests > 0.02, positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable, medical explanations of inability to provide specimens, calibration documentation for EBTs, and substance abuse professional evaluations & related information; (2) TWO YEARS: Supervisory training BAT and drug screen collector training/certification, logbooks for drug and alcohol testing, if used, random selection records, agreement for testing (e.g., collection, laboratory, MRO, consortium); and (3) ONE YEAR: Negative (<0.02) or canceled drug test results alcohol test results. Valley will make available to Client, at location(s) of Client’s choosing, and at reasonable expense to Client for copying and shipping charges, all records related to alcohol and drug testing performed by Valley for Client, except records containing confidential medical information, within two business days of notification by Client of such request. Reporting of results to Client by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first-class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

#### 4. **Client Responsibilities.**

- a. Client will provide Valley with its most recent applicable alcohol and/or drug testing policies.
- b. Client will provide Valley with an updated drivers list, if applicable, on a quarterly basis or upon request.
- c. Client will designate a representative and an alternate to whom the Valley will report test results and discuss or report other information.

d. Client will notify Valley of any responsibilities with regard to the Client's Employee Assistance Program as it relates to alcohol and drug testing.

e. Client represents that the means of obtaining results from the Valley (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to Client officials with a business need for the information only.

f. Client authorizes Valley to request specific information or upon prior consultation with and approval by Client to order additional tests as necessary or appropriate related to tests performed for Client; Client agrees to pay for additional costs and charges related to such information requests or additional testing performed.

g. Client acknowledges that performance of necessary verification procedures may be dependent upon cooperation by Client representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

h. Client acknowledges that alcohol testing results of a breath-alcohol content over 0.04 or positive drug test results reported by Valley do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

i. The parties understand and agree that Valley does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that Client has sole responsibility for all such decisions. Valley shall not be responsible for any damages resulting from acts or omissions of the Client under the Client's substance abuse policy.

5. **Term.** This Service Agreement shall commence on April 1, 2026, and shall continue for a period of one year, unless sooner terminated as provided herein ("Term"). The Agreement will automatically renew for additional term of one year unless, within 7 days of the end of the present Term, either Party gives notice that it does not intend to renew. Either Party shall have the right to terminate any of the Services of this Service Agreement, or terminate this Service Agreement in its entirety, at any time, with or without cause, upon 30 days' prior written notice to the other Party. No termination of this Service Agreement shall affect (i) any rights or liabilities that arose or accrued prior to the date of termination or (ii) any obligations that by their terms or nature must extend beyond the date of termination to be effective.

6. **Prices.** Fees for services provided by Valley to Client will be in accordance with the Fee Schedule hereby incorporated into this Agreement by attachment at Exhibit A. The price for the Services will not change unless Valley notifies Client in writing with 30 days' notice of a price change. If Client provides notice it does not agree to the new price, Valley, at its sole discretion, may continue to provide agreed upon services at the then-current price, or either party may elect, through notice to the other party, to discontinue the affected Service on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Service Agreement.

7. **Invoicing and Payment.** Valley or a Valley affiliate (defined to include The Valley Hospital, Inc., Valley Physician Services, Inc., and Valley Physician Services, P.C.) shall invoice Client for the Services. Client agrees to pay such invoices within thirty (30) days of receipt. Only the Services listed in this Service Agreement will be performed. Should Client request additional services, Client shall be billed at Valley's usual and customary fees for services rendered, or as otherwise agreed by the Parties. If a minimum number is noted for a particular Service, Client will be charged for the minimum if participation falls below the minimum. Past due balances of 60 days or greater are subject to a late fee of 1.5% of the past due balance. Valley shall charge a \$25 fee on all returned checks or insufficient funds.

8. **Assignment.** Neither Party shall have the right to assign this Service Agreement nor any of its rights or obligations hereunder without the prior written consent of the other Party, except that Valley may perform the Services through an affiliate such as Valley Medical Group. Any attempted or purported assignment shall be null and void and of no effect.

9. **Public Entity. If Client is a public entity and has designated itself as such on the first page of this Service Agreement, then this paragraph shall apply.** Client and Provider agree to abide by the terms of the Equal Opportunity and Affirmative Action Exhibit, appended hereto as Exhibit B.

10. **Use of Name.** Except as expressly set forth in this Service Agreement, neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party without the prior written consent of the other party as to each such use.

11. **Indemnification.** Each Party ("Indemnitor") will defend, indemnify and hold harmless the other Party, its affiliates, and their respective officers, directors, trustees, employees, agents, successors and permitted assigns ("Indemnitee(s)") from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature (including court costs and reasonable attorneys' fees) (collectively "Claim(s)"), to the extent such Claims are attributable to the acts, omissions, or willful misconduct of, or breach of this Service Agreement for any reason by, Indemnitor, its affiliates and their respective employees, agents, contractors or subcontractors. This provision shall survive Termination.

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

13. **Limitation of Liability.** EXCEPT WITH RESPECT TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, OR MATTERS COVERED BY INSURANCE, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS SERVICE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT OF FEES OWED OR PAID BY CLIENT PURSUANT TO THIS SERVICE AGREEMENT. THIS PARAGRAPH SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

14. **Confidentiality.** In the performance of this Agreement, each party is likely to have contact with information of substantial value to the other, including, without limitation, information relating to scientific techniques, designs, drawings, processes, inventions, developments, equipment, prototypes, sales and customer information; and business and financial information, relating to the business, products, practices or techniques (all of the foregoing hereinafter referred to as "Confidential Information"). Each party agrees, at all times, to regard and preserve as confidential such Confidential Information, and to refrain from publishing or disclosing any part of such Confidential Information or from using it, except as expressly provided in this Agreement.

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

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

15. **Independent Contractor.** The parties hereby agree that their relationship is that of independent contractors and that nothing in this Service Agreement shall create or be deemed to create a partnership, principal/agent or employee relationship.

16. **Third Party Beneficiaries.** The parties agree that they do not intend to create any enforceable rights in any third parties under this Service Agreement and that there are no third-party beneficiaries to this Service Agreement.

17. **Governing Law and Dispute Resolution.** This Service Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws principles. The Parties hereby consent to the filing of an action in, and personally submit to the jurisdiction of, the state courts located in Bergen County, New Jersey, and further agree that such courts shall be exclusive courts of jurisdiction and venue for any litigation relating to this Service Agreement.

18. **Amendment and Waiver.** No consent or waiver, express or implied by any Party to the breach hereof shall be deemed or construed to be a consent or waiver to the breach hereof at any other time. No failure or delay of any Party in enforcing any remedy for default hereunder shall constitute a waiver of that Party's right to enforce such remedy. This Service Agreement may not be changed or modified except by a writing signed by all Parties.

19. **Authority to Bind.** Each Party represents and warrants that it has authority to undertake the obligations stated herein and that the persons signing this Service Agreement on behalf of such party has authority to bind such party to the obligations stated herein.

20. **Entire Agreement.** This Service Agreement and attachments hereto, all of which are hereby incorporated by reference herein, contain the entire Agreement between the parties, and supersedes any and all prior agreements, understandings or arrangements, whether oral or written. The headings set forth in this Service Agreement are inserted solely for the convenience of the parties. They shall not be used to amend, modify or expand the express language of this Service Agreement.

21. **Counterparts.** This Service Agreement may be executed in any number of counterparts, and by facsimile or electronic transmission, each of which, when executed, shall be deemed to be an original, and all of which, together, shall be deemed to be one and the same instrument, valid and binding on all parties.

22. **Binding Nature.** This Service Agreement shall be binding upon and inure to the benefit of the Parties and their successors, assigns, heirs and legal representatives.

23. **Severability.** If any provision of this Service Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Service Agreement shall remain in full force, and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

24. **Notices.** Notices required or permitted to be given under this Service Agreement shall be in writing and shall be sent by email, certified mail, return receipt requested, by hand delivery or by a nationally recognized overnight delivery service. All notices shall be sent to the addresses of the parties written on the front page of this Service Agreement, or to such other address as the parties may from time to time designate in writing, and shall be deemed given when sent, and shall be effective upon receipt or three days of mailing, whichever occurs first.

25. **Force Majeure.** Neither Party will be liable hereunder by reason of any failure or delay in the performance of its obligations under this Service Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.

26. **Compliance with Laws.** In the performance of the duties under this Agreement, each party shall comply with any and all applicable local, state and federal laws, statutes, rules and regulations. The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations. Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C. 2000, et seq. and of the New Jersey Law Against Discrimination. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules, or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as it may be amended from time to time ("HIPAA"). Furthermore, the Parties agree that should any future interpretation or modification of HIPAA or regulations, rules or orders promulgated thereunder require the modification or amendment of this Agreement, the parties shall in good faith negotiate same. Each Party represents and warrants to the other Party: that neither the Party, nor its trustees, shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

## EXHIBIT A

### FEE SCHEDULE

#### **\$300.00 Annual Administrative Fee to include:**

- Required Blind Specimen Designation.
- Required Certified MRO Services.
- Biannual Compliance Reports

Charge also includes periodic random selection of employees, (50% UDS per year, 25% BAT per year) all MRO services, Record back-up, semi-annual laboratory reports and Hot-Line number for Post Accident On-Site Services when available. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

#### **BUNDLED PRICES FOR SERVICES**

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

CLIENT agrees to pay VALLEY \$ 98.00 per onsite DOT drug test (UDS) performed at client's location.

CLIENT agrees to pay VALLEY \$ 94.00 per onsite Non-DOT drug test (UDS) performed at client's location.

CLIENT agrees to pay VALLEY \$ 60.00 per DOT alcohol test (BAT) performed at client's location.

CLIENT agrees to pay VALLEY \$ 60.00 per Non-DOT alcohol test (BAT) performed at client's location.

CLIENT agrees to pay VALLEY \$ 150.00 per DOT physical.

CLIENT agrees to pay VALLEY \$ 250.00 per Split Sample test.

CLIENT agrees to pay VALLEY \$ 300.00 per Post Accident On- Site service if provided.

## EXHIBIT B

---

**THIS EXHIBIT A IS APPLICABLE ONLY IF CLIENT IS A PUBLIC ENTITY AND HAS DESIGNATED ITSELF AS SUCH ON THE FIRST PAGE OF THIS SERVICE AGREEMENT.**

**IF CLIENT IS NOT A PUBLIC ENTITY OR HAS NOT DESIGNATED ITSELF AS SUCH ON THE FIRST PAGE OF THIS SERVICE AGREEMENT, THEN THIS EXHIBIT A IS VOID AND INAPPLICABLE.**

---

### **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT**

#### **NON-DISCRIMINATION**

Provider (referred to herein as "Contractor") and Client agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

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

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

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

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

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

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

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

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

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

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

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

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

**TOWNSHIP OF BYRAM  
RESOLUTION NO. 054-2026**

**AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1  
FOR PROPOSED RESURFACING OF VARIOUS STREETS  
(*Cascade Ave., Spring Brook St., Sussex St., Lauren Ct., Jefferson Lake Rd.,  
Anderson Ln., Ascot Ln., Mara Ln., Matthew Dr., Carlson Ln. & Birch Parkway.*)**

WHEREAS, the Township of Byram (Owner) and Tilcon New York Inc., under the Morris County Cooperative System entered into a contract for proposed Resurfacing of Various Streets for a total of \$301,717.50 as stated in Resolution No.102-2025; and

WHEREAS, in the process of completing the work, certain changes were authorized by the Owner as detailed in Change Order No. 1; and

WHEREAS, the revised work was negotiated between the engineer Harold Pellow & Associates and the Contractor and was found to require a net increase of \$12,457.87.

NOW, THEREFORE, BE IT RESOLVED by the Township of Byram in the County of Sussex, State of New Jersey to authorize the Mayor to execute Change Order No. 1 resulting in a net increase of \$12,457.87 resulting in an adjusted contract price of \$314,175.37.

**BYRAM TOWNSHIP COUNCIL**

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

ATTEST:

I certify that the foregoing Resolution was adopted by the Byram Township Council at a meeting held on February 17, 2026.

\_\_\_\_\_  
Cynthia Church, RMC  
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.

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

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

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

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

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

February 3, 2026

VIA E-MAIL

**MEMORANDUM TO:** Mr. Joseph Sabatini, Byram Township Manager

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

**SUBJECT:** FINAL PAPERWORK – Tilcon New York, Inc.

Proposed Resurfacing of Various Streets – 2025  
(*Cascade Ave., Spring Brook Street, Sussex Street, Lauren Court, Jefferson Lk. Road,  
Anderson Lane, Ascot Lane, Mara Lane, Matthew Drive, Carlson Lane & Birch Parkway*)  
Milling & Paving per Morris County CO-OP  
HPA No. 25-214

Dear Joe:

Enclosed herewith please find the following paperwork in reference to the above project:

1. Copy of Byram Township Purchase Order No. 30780, Drawdown No. 2 and Final, in the amount of \$69,811.76 due Tilcon New York, Inc. for work completed through June 06, 2025.
2. Estimate Certificate No. 2 and Final reflecting quantities used through June 06, 2025.
3. Change Order No. 1 which reflects an adjusted contract amount of \$314,175.37. Once the change order has been approved by the Mayor and Council by resolution, please sign and date on the line indicated Presiding Officer. Retain one copy for your file and return an electronic copy to this office. We will forward a copy to Tilcon New York, Inc.
4. Letter dated January 12, 2026 from Joseph J. Obermeyer, Engineer-Performance Manager of Tilcon New York, Inc., certifying that Tilcon New York, Inc. has completed this project, and all costs incurred on this project have been paid in full. Costs include, but are not limited to, labor, materials, subcontractors, and equipment rental.

Please ensure that the Township has received all of Tilcon New York, Inc.'s payroll certifications prior to issuing the final payment to them for this project.

Mr. Joseph Sabatini  
RE: Proposed Resurfacing of Various Streets - 2025  
February 3, 2026

Page 2

Very truly yours,



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

CLS:abe  
K:\PROJECTS\MUNICIPAL\BYRAM\COUNCIL\25-214 - 2025 RESURFACING VARIOUS STREETS\MILLING & PAVING\SABATINI2.DOCX

Enclosures

cc: Ashleigh Frueholz - Township CFO *(via email)*  
Cindy Church - Township Clerk *(via email)*  
Jason Newell - Tilcon New York, Inc. *(via email)*  
Janet Floyd - Tilcon New York, Inc. *(via email)*

**HAROLD E. PELLOW and ASSOCIATES, INC.**



*Consulting Engineers, Planners and Land Surveyors*

17 Plains Road, Augusta, NJ 07822-2009

**ESTIMATE CERTIFICATE NO. 2 and FINAL**

<b>Date</b>	Work performed through June 06, 2025
<b>Project</b>	Proposed Resurfacing of Various Streets ( <i>Cascade Ave., Spring Brook St., Sussex St., Lauren Ct., Jefferson Lake Rd., Anderson Ln., Ascot Ln., Mara Ln., Matthew Dr., Carlson Ln.</i> )
<b>Owner</b>	Township of Byram, Municipal Building, 10 Mansfield Drive, Stanhope, NJ 07874
<b>Contractor</b>	Tilcon New York, Inc., 9 Entin Road, Parsippany, New Jersey 07054

Item No.	Description	Unit Measure	Original Contract Quantity	Extra or Supplem. Quantity	Reduction Quantity	Adjusted Quantity	Quantity to Date	Unit Price Totals	Total Amt. to Date or Final
1	HMA Milling, 2" Thick	Sq. Yd.	22,685	661		23,346	23,346	\$ 2.95	\$ 68,870.70
2	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	Ton	2,895	194.27		3,089.27	3,089.27	\$ 77.65	\$ 239,881.82
3	Fuel Price Adjustment	L.S.	100%		69.28%	30.72%	30.72%	\$ 5,000.00	\$ 1,536.15
4	Asphalt Price Adjustment	L.S.	100%		22.27%	77.73%	77.73%	\$ 5,000.00	\$ 3,886.70
								<b>TOTAL:</b>	<b>\$ 314,175.37</b>

Signatures	
<i>Recommended for Approval</i>	
<i>Approved by</i>	INSPECTOR  MUNICIPAL ENGINEER

Original Contract	\$ 301,717.50	Total Cost of Construction	\$ 314,175.37
Total Extra & Supplemental	\$ 17,035.02	Less Retainage of 2%	
Total Reduction	\$ 4,577.15	Less Previous Payments	\$ 244,363.61
<b>Total Adjusted Contract</b> (Based on Change Order No. 1)	<b>\$ 314,175.37</b>		

**PAYMENT NOW DUE** **\$ 69,811.76**

**HAROLD E. PELLOW and ASSOCIATES, INC.**

*Consulting Engineers, Planners Land Surveyors  
17 Plains Road  
Augusta, NJ 07822-2009*


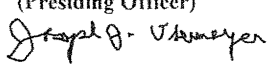
**CHANGE ORDER NO. 1  
1/12/2026**

<b>Project</b>	Proposed Resurfacing of Various Streets ( <i>Cascade Ave., Spring Brook St., Sussex St., Lauren Ct., Jefferson Lake Rd., Anderson Ln., Ascot Ln., Mara Ln., Matthew Dr., Carlson Ln.</i> )
<b>Owner</b>	Township of Byram, Municipal Building, 10 Mansfield Drive, Stanhope, NJ 07874
<b>County</b>	Sussex County
<b>Contractor</b>	Tilcon New York, Inc., 9 Entin Road, Parsippany, New Jersey 07054

<b>In accordance with the project Supplementary Specification, the following are changes in the contract.</b>	
<b>Location and Reason for Change</b> (Attach additional sheets if required) -	
<b>Location:</b>	Proposed Resurfacing of Various Streets ( <i>Cascade Ave., Spring Brook St., Sussex St., Lauren Ct., Jefferson Lake Rd., Anderson Ln., Ascot Ln., Mara Ln., Matthew Dr., Carlson Ln.</i> )
<b>Reason:</b>	As Noted

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY (+/-)</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b><u>REDUCTION</u></b>				
3	Fuel Price Adjustment	69.28%	L.S.	\$ 5,000.00 \$ 3,463.85
4	Asphalt Price Adjustment	22.27%	L.S.	\$ 5,000.00 \$ 1,113.30
<b>Total REDUCTION:</b>				<b>\$ 4,577.15</b>
<b><u>EXTRA</u></b>				
1	HMA Milling, 2" Thick <i>Asbuilt quantity</i>	661.00	Sq. Yd.	\$ 2.95 \$ 1,949.95
2	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick <i>Asbuilt quantity</i>	194.27	TON	\$ 77.65 \$ 15,085.07
<b>Total EXTRA:</b>				<b>\$ 17,035.02</b>

<b>AMOUNT OF ORIGINAL CONTRACT:</b>	<u>\$301,717.50</u>	<b>EXTRA:</b>	<u>\$ 17,035.02</u>
<b>ADJUSTED AMOUNT BASED ON CHANGE ORDER NO. 1:</b>	<u>\$314,175.37</u>	<b>SUPPLEMENTAL:</b>	<u>\$ -</u>
<b>% CHANGE IN CONTRACT: [(+) Increase or (-) Decrease]</b>	<u>4.13%</u>	<b>REDUCTION:</b>	<u>\$ 4,577.15</u>
		<b>TOTAL CHANGE:</b>	<u>\$ 12,457.87</u>

 _____ (Engineer)	1-26-26 _____ (Date)
_____ (Presiding Officer)	_____ (Date)
 _____ (Contractor)	1-26-2026 _____ (Date)

**TOWNSHIP OF BYRAM  
RESOLUTION NO. 055-2026**

**TOWNSHIP OF BYRAM, COUNTY OF SUSSEX, STATE OF NEW JERSEY  
APPOINTING EB EMPLOYEE SOLUTIONS, LLC, DBA THE DIFFERENCE  
CARD TO PROVIDE HRA SERVICES FOR THE TOWNSHIP OF BYRAM**

**WHEREAS**, the **Employer Insurance Commission** (hereinafter the “COMMISSION” or “COMMISSIONERS” as appropriate) is an agency of the Township of Byram and is subject to certain requirements of the Local Public Contracts Law; and

**WHEREAS**, it is the Township of Byram’s intention to offer our employees the opportunity to enroll in NJD/FRE HD High + Difference Card with a fully funded Health Reimbursement Account in the amount of \$10,400 for each employee regardless of level of coverage (single, member/spouse, parent/child and family) to be effective January 1, 2026 and

**NOW THEREFORE BE IT RESOLVED THAT:**

1. The EB Employee Solutions, LLC, dba as The Difference Card (hereinafter the VENDOR) with a business address of 200 Business Park Drive, Suite 311, Armonk, NY 10504 is appointed to provide HRA Services for the period January 1, 2026 through December 31, 2026.

**BE IT FURTHER RESOLVED THAT:** All associated fees due to the VENDOR will be paid by the Township directly to the VENDOR.

**BE IT FURTHER RESOLVED THAT:** the Township is hereby authorized to execute contracts between the Township and the VENDOR set forth in this resolution with terms and conditions as required by the Township.

**ADOPTED** by the Township of Byram at a properly noticed meeting held on February 17, 2026.

**BYRAM TOWNSHIP COUNCIL**

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

ATTEST: I certify that the foregoing Resolution was adopted by the Byram Township Council at a meeting held on February 17, 2026.

\_\_\_\_\_  
Cynthia Church, RMC  
Township Clerk

**TOWNSHIP OF BYRAM  
SUSSEX COUNTY, NEW JERSEY  
RESOLUTION NO. 056– 2026**

**Resolution to Purchase Rock Salt under the Sussex County Cooperative Pricing System  
for Budget Year 2026**

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

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

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

**WHEREAS**, the Sussex County Cooperative Pricing System awarded a contract to Morton Salt, Inc. awarded for the period of June 1, 2025 – May 31, 2026, thereby affording the Township of Byram the opportunity of direct purchase of rock salt at \$79.84/ton without competitive bidding:

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

**WHEREAS**, funds are available in the 2026 Municipal Budget – Streets & Roads – Other Expenses and Other Trust Funds – Storm Reserve.

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

**BE IT FURTHER RESOLVED**, that upon receipt, inspection and approval of vouchers therefore by the Township of Byram, payment, pursuant to said purchase orders, are hereby authorized with the same to be charged against funds established in the appropriate accounts for said purpose; and

**BE IT FURTHER RESOLVED**, that the duration of the contract between the Township of Byram and the referenced Sussex County Cooperative Pricing System Vendor, shall be for budget year 2026; and

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

**BYRAM TOWNSHIP COUNCIL**

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

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on February 17, 2026.

\_\_\_\_\_  
Cynthia Church, Township Clerk

**TOWNSHIP OF BYRAM  
RESOLUTION NO. 057 – 2026**

**AUTHORIZATION TO PURCHASE ONE (1) TRACKLESS 51” RIBBON SNOW BLOWER  
W/SIDEWALK CHUTE UNDER THE HOUSTON-GALVESTON AREA COUNCIL NATIONAL  
COOPERATIVE PURCHASING SYSTEM FOR BUDGET YEAR 2026**

**WHEREAS**, P.L. 2011, c. 139 allows contracting units to enter into agreements with state, regional, or single government agencies that award contracts for its own use and is authorized under its own laws to extend those contracts to other governmental agencies; and

**WHEREAS**, the Township of Byram is a member of the Houston-Galveston Area Council (HGAC) National Cooperative Purchasing System; and

**WHEREAS**, the Township of Byram Department of Public Works is in need of and desires to purchase a new trackless 51” Ribbon Snow Blower with Sidewalk Chute under the HGAC National Cooperative Purchasing System to make the procurement process more efficient and to provide a cost savings to the Township of Byram; and

**WHEREAS**, the Township by this resolution is authorized to purchase said Trackless 51” Ribbon Snow Blower with Sidewalk Chute off of Contract #GR01-20 from Jet Vac Equipment, LLC, 195 Green Pond Road, Rockaway, NJ 07866 in an amount not to exceed the following; and:

1 Trackless 51” Ribbon Snow Blower w/Sidewalk Chute -	\$20,049.00
HGAC Discount -	(1,002.45)
Shipping -	<u>1,000.00</u>
Total	<u>\$20,046.55</u>

**WHEREAS**, the source of funding for this purchase is the Other Trust Fund – Storm Reserve.

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

1. That the Township Council of the Township of Byram does hereby authorize the execution of the necessary purchase orders not to exceed \$20,046.55 for budget year 2026 to obtain a new Trackless 51” Ribbon Snow Blower w/Sidewalk Chute as specified and priced to the HGAC National Cooperative Purchasing System from Jet Vac Equipment, LLC.
2. That the Township shall be responsible to ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provision of the revised statutes of the State of New Jersey.
3. That upon receipt, inspection and approval of vouchers therefore by the Township of Byram, payment, pursuant to said purchase orders, are hereby authorized with the same to be charges against funds established in the appropriate accounts for said purpose.
4. This Resolution shall take effect immediately upon passage.

**BYRAM TOWNSHIP COUNCIL**

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

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on February 17, 2026.

\_\_\_\_\_  
Cynthia Church, RMC

**TOWNSHIP OF BYRAM  
RESOLUTION NO. 058 – 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 Price, Meese, Shulman & D’Armino, P.C.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 February 11, 2026 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 Price, Meese, Shulman & D’Armino, 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 Thomas F. Collins, Jr., Esq. of the law firm of Price, Meese, Shulman & D’Armino, P.C. 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	Mayor Rubenstein
Motion				
2nd				
Yes				
No				
Abstain				
Absent				

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on February 17, 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 Price, Meese, Shulman & D'Arminio, P.C., 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. I will also be charging for time by our Paralegals at \$125 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. 059-2026**

**RESOLUTION TO TRANSFER  
2025 APPROPRIATION RESERVES  
CURRENT FUND**

**WHEREAS**, transfers between appropriation reserves are permitted by N.J.S.A. 40A:4-59 during the first three months of the next succeeding fiscal year; and

**WHEREAS**, certain 2025 appropriation reserves are expected to be insufficient to meet expenditure requirements, and certain 2025 appropriation reserves have funds available to offset these expenditure requirements;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Township of Byram, County of Sussex, State of New Jersey, (not less than two-thirds thereof affirmatively concurring) that the transfers as listed between 2025 appropriation reserves be made in the Current Fund:

<u>Department</u>	<u>Account Number</u>	<u>Amount – From:</u>	<u>Amount – To:</u>
General Admin – S&W	01-203-20-100-010	\$ 25,000.00	
General Admin OE – Misc	01-203-20-100-272	\$ 10,000.00	
Legal Services	01-203-20-155-020	\$ 25,000.00	
Engineering	01-203-20-165-020	\$ 10,000.00	
Planning Bd OE – Legal Srvs	01-203-21-180-215	\$ 1,000.00	
Planning Bd OE – Planner Fees	01-203-21-180-221	\$ 14,000.00	
Group Insurance – Group Plans	01-203-23-220-230	\$ 50,000.00	
Police – S&W	01-203-25-240-011	\$ 25,000.00	
Road Repair & Maint – S&W	01-203-26-290-251	\$ 25,000.00	
Vehicle Expenses	01-203-26-295-020	\$ 75,000.00	
Gasoline	01-203-31-460-670	\$ 40,000.00	
Capital Improvement Fund	01-203-44-901-000		\$ 300,000.00

**BYRAM TOWNSHIP COUNCIL**

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

ATTEST: I certify that the foregoing resolution was adopted by the Byram Township Council at a meeting held on February 17, 2026.

\_\_\_\_\_  
Cynthia Church, Township Clerk

TOWNSHIP OF BYRAM  
RESOLUTION NO. 060 – 2026

**RESOLUTION AUTHORIZING 100% DISABLE VETERAN EXEMPT STATUS TO OWNER OF BLOCK 403 LOT 45 FOR TAX YEAR 2026 AND THE CANCELLATION OF TAXES FOR THE REMAINDER OF THE FIRST HALF OF 2026**

**WHEREAS**, Thomas Kepler, the lawful owner of Block 403, Lot 45, also known as 1 Conrad Strasse has been deemed 100% disabled by the Department of Veteran's Affairs; and

**WHEREAS**, Thomas Kepler, has applied to the Byram Township Tax Assessor for a 100% Disabled Veteran exemption in accordance with 54:4-3:30, which will be granted for the year 2026; and

**WHEREAS**, the Tax Assessor has recommended that this exemption be retroactive to January 1, 2026; and

**WHEREAS**, the Tax Collector is to cancel the taxes for the remainder of the first half preliminary 2026 taxes in the amount of \$4,938.94;

**NOW, THEREFORE, BE IT RESOLVED**, that the Township Council of the Township of Byram in the County of Sussex and the State of New Jersey, that the property be classified as 100% exempt effective January 1, 2026, and the Tax Collector be authorized to cancel the remainder first half 2026 taxes in the amount of \$4,938.94.

**BYRAM TOWNSHIP COUNCIL**

	Councilwoman Franco	Councilman Gallagher	Councilman Proctor	Mayor Rubenstein
Motion				
2 <sup>nd</sup>				
Yes				
No				
Abstain				
Absent				

ATTEST:

I, certify that the forgoing resolution was adopted by the Byram Township Council at a meeting held on February 17, 2026.

---

Cynthia Church, RMC  
Township Clerk

**Resolution No. 061-2026**

**MEMORANDUM OF AGREEMENT  
Township of Byram  
AND  
Sussex County PBA Local 406  
(Byram Township Unit)**

**WHEREAS**, the Township of Byram (“Township”) and PBA Local 406 (“PBA”) are parties to Collective Negotiations Agreement (“Agreement”) with an effective date of January 1, 2022 – December 31, 2026; and

**WHEREAS**, the Township has been made aware of certain issues regarding its funding requirements for employee “Health Reimbursement Accounts” that need to be amended in accordance with guidance from the State Health Benefits Plan; and

**WHEREAS**, the parties’ Agreement provides for provision of Medical Insurance for eligible employees through the State Health Benefits Plan; and

**WHEREAS**, the parties have reached an agreement on the use of a Health Reimbursement Account; and

**WHEREAS**, this Memorandum of Agreement shall be incorporated by reference and shall amend, supplement and revise the parties’ Agreement but shall alter no other terms of said Agreement.

**NOW THEREFORE**, the parties agree that Article XXVI.A. of the Agreement between the parties shall be amended to add the following language:

- A. The Township agrees to provide employees enrolling in the HDHP High with a health reimbursement program for 2026.
  - a. Effective May 1, 2026, the Township will implement The Difference Card, which PBA members will use to pay for co-pays, deductibles, and prescriptions under the HDHP high plan.
  - b. The Township will fund up to \$12,400 into an HRA account for each PBA member who enrolls in the HDHP High regardless of their level of coverage (single, member/spouse, parent/child or family).
  - c. PBA Members that elect to enroll in HDHP High with an HRA shall be permitted to reenroll in the plan that they left provided the plan is still offered by the State Health Benefits Plan and Horizon/Aetna.

In witness whereof, this Memorandum of Agreement is executed on February 17, 2026

**Township of Byram**

**PBA Local 403**

X \_\_\_\_\_  
Alex Rubenstein, Mayor

X \_\_\_\_\_  
Todd Sodano, PB Local 406 President

Attest: \_\_\_\_\_  
Cynthia Church, Municipal Clerk

X \_\_\_\_\_

X \_\_\_\_\_

**Resolution No. 062-2026**

**MEMORANDUM OF AGREEMENT  
Township of Byram  
AND  
OPEIU Local No. 32  
(Department of Public Works Unit)**

**WHEREAS**, the Township of Byram (“Township”) and OPEIU Local No. 32 (“Union”) are parties to Collective Negotiations Agreement (“Agreement”) with an effective date of January 1, 2022 – December 31, 2026; and

**WHEREAS**, the Township has been made aware of certain issues regarding its funding requirements for employee “Health Reimbursement Accounts” that need to be amended in accordance with guidance from the State Health Benefits Plan; and

**WHEREAS**, the parties’ Agreement provides for provision of Medical Insurance for eligible employees through the State Health Benefits Plan; and

**WHEREAS**, the parties have reached an agreement on the use of a Health Reimbursement Account; and

**WHEREAS**, this Memorandum of Agreement shall be incorporated by reference and shall amend, supplement and revise the parties’ Agreement but shall alter no other terms of said Agreement.

**NOW THEREFORE**, the parties agree that Article IX.B. of the Agreement between the parties shall be amended to add the following language:

- A. The Township agrees to provide employees enrolling in the HDHP High with a health reimbursement program for 2026.
  - a. Effective May 1, 2026, the Township will implement The Difference Card, which Union members will use to pay for co-pays, deductibles, and prescriptions under the HDHP high plan.
  - b. The Township will fund up to \$12,400 into an HRA account for each Union member who enrolls in the HDHP High regardless of their level of coverage (single, member/spouse, parent/child or family).
  - c. Union Members that elect to enroll in HDHP High with an HRA shall be permitted to reenroll in the plan that they left provided the plan is still offered by the State Health Benefits Plan and Horizon/Aetna.

In witness whereof, this Memorandum of Agreement is executed on February 17, 2026

**Township of Byram**

X \_\_\_\_\_  
Mayor, Alex Rubenstein

Attest: \_\_\_\_\_  
Municipal Clerk, Cynthia Church

**OPEIU Local No. 32**

X \_\_\_\_\_  
George Millette, Local 403 Representative

X \_\_\_\_\_  
Matthew Pinkerton

**Resolution No. 063-2026**

**MEMORANDUM OF AGREEMENT  
Township of Byram  
AND  
OPEIU Local No. 32  
(Clerical Unit)**

**WHEREAS**, the Township of Byram (“Township”) and OPEIU Local No. 32 (“Union”) are parties to Collective Negotiations Agreement (“Agreement”) with an effective date of January 1, 2022 – December 31, 2026; and

**WHEREAS**, the Township has been made aware of certain issues regarding its funding requirements for employee “Health Reimbursement Accounts” that need to be amended in accordance with guidance from the State Health Benefits Plan; and

**WHEREAS**, the parties’ Agreement provides for provision of Medical Insurance for eligible employees through the State Health Benefits Plan; and

**WHEREAS**, the parties have reached an agreement on the use of a Health Reimbursement Account; and

**WHEREAS**, this Memorandum of Agreement shall be incorporated by reference and shall amend, supplement and revise the parties’ Agreement but shall alter no other terms of said Agreement.

**NOW THEREFORE**, the parties agree that Article XII.B. of the Agreement between the parties shall be amended to add the following language:

- A. The Township agrees to provide employees enrolling in the HDHP High with a health reimbursement program for 2026.
  - a. Effective May 1, 2026, the Township will implement The Difference Card, which Union members will use to pay for co-pays, deductibles, and prescriptions under the HDHP high plan.
  - b. The Township will fund up to \$12,400 into an HRA account for each Union member who enrolls in the HDHP High regardless of their level of coverage (single, member/spouse, parent/child or family).
  - c. Union Members that elect to enroll in HDHP High with an HRA shall be permitted to reenroll in the plan that they left provided the plan is still offered by the State Health Benefits Plan and Horizon/Aetna.

In witness whereof, this Memorandum of Agreement is executed on February 17, 2026

**Township of Byram**

**OPEIU Local No. 32**

X \_\_\_\_\_  
Mayor, Alex Rubenstein

X \_\_\_\_\_  
George Millette, Local 403 Representative

Attest: \_\_\_\_\_  
Municipal Clerk, Cynthia Church

X \_\_\_\_\_

X \_\_\_\_\_

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into as of this 05-01-2026 (“Effective Date”) between Byram Township and its affiliates (individually or collectively referred to as “Covered Entity”) and EB Employee Solutions, LLC (“Business Associate”) (each a “Party”).

### RECITALS

**WHEREAS**, Business Associate may from time to time provide services to Covered Entity pursuant to one or more agreements or arrangements (the “Engagement”); and

**WHEREAS**, such engagements may require Business Associate to have access to Protected Health Information and Electronic Protected Health Information;

**WHEREAS**, Covered Entity and Business Associate intend to protect the privacy and provide for the security of Protected Health Information disclosed, collected or created by Business Associate in connection with the Engagement (“PHI”) in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended (“HIPAA”), and the applicable regulations promulgated thereunder, including, without limitation, the privacy, security, breach notification and enforcement rules at 45 C.F.R. Part 160 and Part 164 (collectively, the “HIPAA Rules”); and,

**WHEREAS**, Covered Entity and Business Associate intended to protect any patient records that are entitled to protection under the federal regulations issued at 42 CFR Part 2 (the “Part 2 Rules”).

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

#### 1. Definitions and Applicability

- a. Definitions. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meanings as those terms in the HIPAA Rules, except that the terms “Protected Health Information” and “Electronic Protected Health Information” shall have the same meanings as set forth in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity in connection with the Engagement.
- b. Applicability to Engagements. This Agreement shall apply to the current and any future engagements of Business Associate for services by Covered Entity, where (1) Business Associate will need to have access to PHI and (2) Business Associate is serving as a “business associate” as such term is defined by the HIPAA Rules (such engagements are referred to herein individually and collectively as the “Engagement”).

#### 2. Obligations of Business Associate

- a. Permitted Uses and Disclosures. Business Associate may use and disclose PHI as necessary to perform the functions, activities and services contemplated by the Engagement. Business Associate may also use or disclose PHI as Required by Law. Business Associate agrees to not use or disclose PHI other than (i) as permitted or required by this Agreement; or (ii) as Required by Law. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate may use or disclose PHI (i) for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, (provided that any disclosures for the purposes described in clause (i) of this sentence are Required By Law, or Business Associate obtains reasonable

assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached); or (ii) to provide Data Aggregation services related to the Health Care Operations of Covered Entity. Business Associate may also use PHI to create de-identified information in accordance with 45 CFR § 514(a) –(c). Any such de-identified information shall not be subject to this Agreement.

- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement and to comply with applicable provisions of Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information.
- c. Reporting of Security Incident, Improper Use or Disclosure and Breach. Business Associate agrees to report to Covered Entity any Security Incident and any use or disclosure of the PHI non-permitted by this Agreement, of which Business Associate becomes aware. Such report shall be made without unreasonable delay and no later than ten (10) business days after Business Associate’s discovery of the Security Incident or non-permitted use or disclosure. Notwithstanding the foregoing, the Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. “Unsuccessful Security Incidents” shall include, but not be limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic Protected Health Information. . In addition, Business Associate shall notify the Covered Entity in accordance with 45 C.F.R. § 164.410 of any Breach of PHI that is Unsecured Protected Health Information. Such notification shall be made without unreasonable delay and no later than ten (10) business days after the Breach is discovered by Business Associate. To the extent possible, Business Associate shall also provide the applicable Covered Entity such information that the Covered Entity is required to include in notification to the individual under 45 C.F.R. § 164.404(c) at the time of the notification, or as promptly thereafter as such information becomes available.
- d. Mitigation. Business Associate agrees to mitigate to the extent practicable harmful effects from any non-permitted use or disclosure of PHI by Business Associate.
- e. Subcontractors. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any Subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Access. To the extent it holds information in a Designated Record Set, Business Associate agrees to make available and provide access to, at the request of the applicable Covered Entity, PHI in a Designated Record Set, to Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 C.F.R.. § 164.524. Business Associate shall forward any requests for access that Business Associate receives directly from an individual to the applicable Covered Entity to fulfill.
- g. Amendment. To the extent it holds information in a Designated Record Set, Business Associate agrees to incorporate any amendment of PHI in a Designated Record Set, in accordance with 45 C.F.R. § 164.526 as directed by the applicable Covered Entity. Business Associate shall forward any requests for amendment that Business Associate receives directly from an individual to the applicable Covered Entity to fulfill.

- h. Accounting. With respect to disclosures by Business Associate, Business Associate agrees to maintain and make available to Covered Entity the information required by 45 C.F.R. § 164.528 to permit the applicable Covered Entity to respond to a written request for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate shall forward any requests for accountings of disclosures that Business Associate receives directly from an individual to the applicable Covered Entity to fulfill.
- i. Government Access. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of the Secretary determining compliance with the HIPAA Rules.
- j. Compliance. To the extent Business Associate is to carry out any of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of that obligation.
- k. Minimum Necessary. Business Associate agrees to make uses and disclosures and requests for PHI consistent with the minimum necessary requirements of the HIPAA Rules.
- l. Part 2 Compliance. To the extent Business Associate receives, stores, processes, or otherwise deals with any patient records from the Covered Entity that are entitled to protection under Part 2 Rules, Business Associate agrees to be bound by those regulations. In addition, if necessary, Business Associate will resist in judicial proceedings any efforts to obtain access to such patient records except as permitted by the Part 2 Rules.

### 3. Obligations of Covered Entity

- a. Inform Business Associate of Privacy Practices, Restrictions and Requests. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in issued pursuant to 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall obtain all consents, permissions or authorizations, if any, required for Covered Entity to disclose PHI to Business Associate and for Business Associate to use and disclose PHI as permitted herein.
- b. Minimum Necessary. Covered Entity agrees to limit its disclosure of PHI to Business Associate to the minimum necessary to accomplish the intended purpose of such disclosure.
- c. Permissible Requests by Covered Entity. Except as permitted by Section (2)(a) of this Agreement with regard to uses and disclosures of PHI by Business Associate for its own proper management and administration or legal responsibilities or for Data Aggregation services, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- d. Part 2 Compliance. To the extent Covered Entity collects, receives, stores, processes, or otherwise deals with any patient from the Covered Entity that are entitled to protection under Part 2 Rules, Covered Entity shall be solely responsible for complying with its obligations under the Part 2 Rules.

#### 4. **Term and Termination**

- a. **Term.** The term of this Agreement shall be effective as of the Effective Date, and shall terminate upon the earlier to occur of: (i) receipt of written notice by Covered Entity terminating all Engagements; or (ii) the termination of this Agreement for cause pursuant to Section 4(b) below.
- b. **Termination for Cause.** Either Party may terminate this Agreement due to a material breach of this Agreement by one Party upon giving the other Party thirty (30) days prior written notice, provided the breaching Party does not cure the breach prior to the effective date of termination.
- c. **Effect of Termination.** Upon the termination of this Agreement for any reason, Business Associate shall return or destroy all PHI and require its Subcontractors to do the same. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as Business Associate maintains such PHI. The provisions of this Section 4(c) shall survive the termination or expiration of this Agreement.

#### 5. **Amendment**

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and other applicable law.

#### 6. **Interpretation; Arbitration**

This Agreement is intended to implement and comply with the HIPAA and Part 2 Rules. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA and Part 2 Rules. This Agreement shall be interpreted as if it was drafted jointly by Covered Entity and Business Associate and should not be construed for or against one particular Party. A reference in this Agreement to a section in the HIPAA and Part 2 Rules shall mean such section as in effect or amended from time to time. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. Any controversy, dispute or disagreement arising out of or relating to this Agreement, the breach thereof, or the subject matter thereof, shall be settled exclusively by binding arbitration, which shall be conducted in New York, New York in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, and which to the extent of the subject matter of the arbitration, shall be binding not only on all Parties to this Agreement, but on any other entity controlled by, in control of or under common control with the Party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

#### 7. **Governing Law**

This Agreement shall be construed in accordance with the laws of the state of New York.

#### 8. **Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR LOSS OR DAMAGE OF LOST PROFITS OR REVENUES OR SIMILAR ECONOMIC LOSS OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH

THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH CLAIM. NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER AND/OR ANY AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL EXCEED THE TOTAL FEES PAID AND/OR PAYABLE UNDER THE ENGAGEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION.

9. **Notices**

All notices required or permitted under this Agreement shall be in writing, except as otherwise provided herein, and sent to the other Party as directed below or as otherwise directed by either Party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission or personal or courier delivery:

If to Business Associate:

EB Employee Solutions, LLC  
PO Box 322  
Mount Kisco, NY 10549  
Attn: Christopher Calderone

If to Covered Entity:

Byram Township  
10 Manfield Drive  
Stanhope, NJ 07874  
Attn:

10. **Counterparts**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original.

11. **Severability**

The provisions of this Agreement shall be severable such that the invalidity of any provision shall not affect the validity of other provisions of this Agreement.

***[SIGNATURE PAGE FOLLOWS]***

***IN WITNESS WHEREOF***, the Parties have executed this Agreement as of the Effective Date.

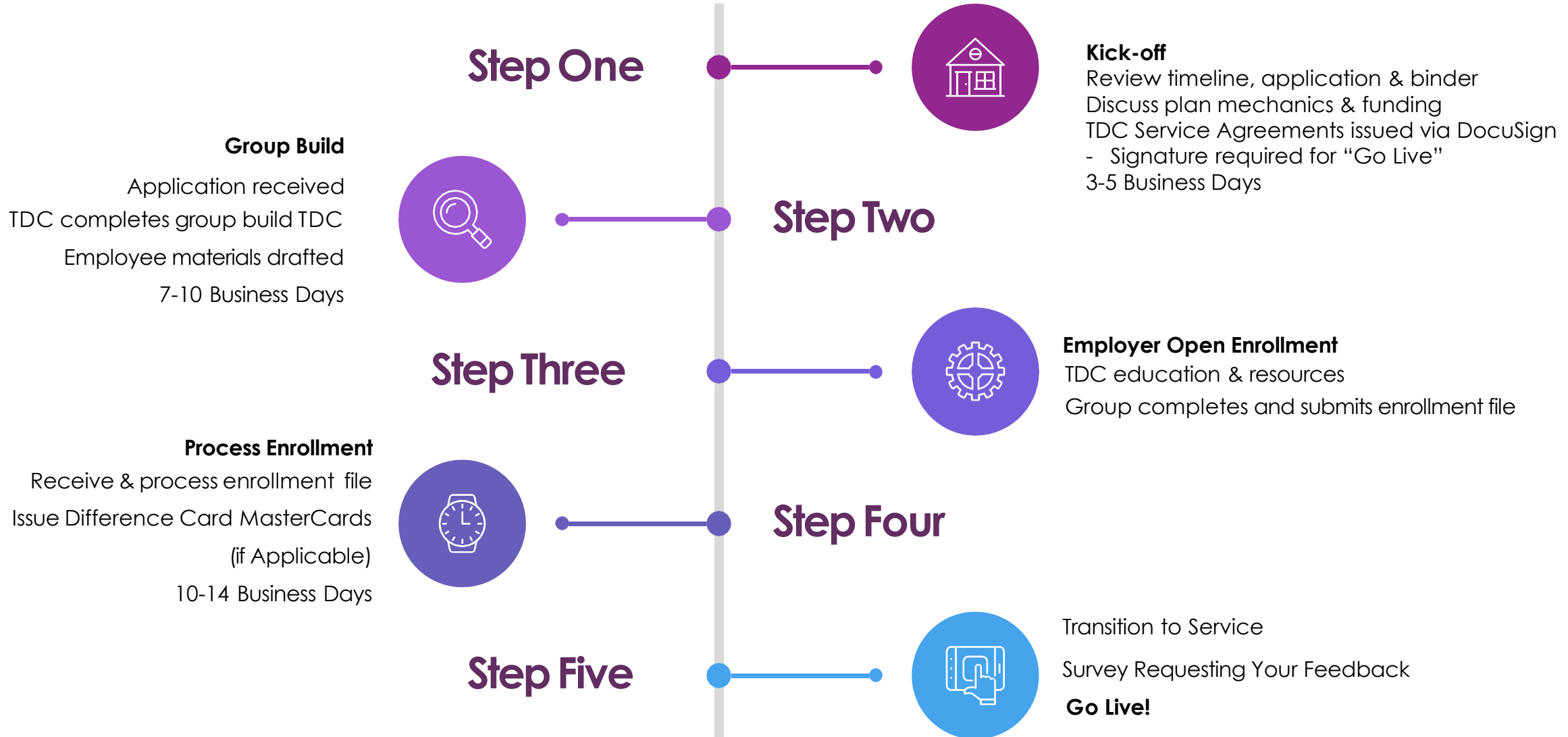
**EB Employee Solutions, LLC (Business Associate)**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: Christopher Calderone  
Title: Chief Revenue Officer

**Byram Township (Covered Entity)**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# What to Expect When Implementing The Difference Card



# The Difference Card



## Binder Request Invoice

**email:**  
invoicing@differencecard.com

Bill To
Byram Township

<b>Effective Date:</b> 5/1/2026
<b>Due Date:</b> 10 days prior to effective date

Item	Description	Qty	Price	Amount
Set-up Fee				\$0
1 <sup>st</sup> Months Premium		30	\$95.75	\$2,872.50

**Binder Invoice Total \$2,872.50**

Binder Payments can be paid via: ACH Pull, ACH Push, Wire or Check.  
Payment Information can be found on the next page.  
Quote #45677

**Binder Deposits can be paid via ACH pull, push, wire or check.**

**The Setup Fee, Service Premium, and Claims Pro-Funding Deposit will be pulled via ACH by the below bank:**

Company Name: EB EMPLOYEE SOLUTIONS, LLC

Financial Institution: Truist

Bank Address: 303 Peachtree Street Northeast, Atlanta, GA 30308

Account Number: 49960152

Routing Number: 021052053

Origination ID: 1383931703

**To pay via ACH push:**

Company Name: EB EMPLOYEE SOLUTIONS, LLC

Financial Institution: Truist

Bank Address: 303 Peachtree Street Northeast, Atlanta, GA 30308

Account Number: 49960152

Routing Number: 021052053

Please include your company name and the word "Binder\_Employer ID" in the Description

**To pay via wire:**

Company Name: EB EMPLOYEE SOLUTIONS, LLC

Financial Institution: Truist

Bank Address: 303 Peachtree Street Northeast, Atlanta, GA 30308

Account Number: 1000176485737

Routing number: 061000104

Please include your company name and the word "Binder\_Employer ID" in the wire trace Details

**To pay via check:**

Make the check payable to **EB EMPLOYEE SOLUTIONS, LLC.**

Mail to:

**EB EMPLOYEE SOLUTIONS LLC**

BOX #791293

BALTIMORE, MD 21279-1293

Instructions: Please complete, electronically sign.

## Client Information

Employer Name

Employer Address

City, State and Zip

Employer Website

Employer Industry

Tax ID

Fiscal Plan Year

Effective Date

Company Type

Corporation

Association

Government

S Corp

Partnership

Non-Profit

C Corp

LLC

Other

## Contacts

First Name

Last Name

Title

Email

Phone

Broker Contacts

Email

Phone

## Reporting

Employers can run reports on demand through their online access. You will have a designated point of contact to help you with all aspects of your plan, including assistance with reports. As a convenience, enrollment and utilization reports will be pre-scheduled and delivered to your online account automatically.

## Products

Check the boxes for the products being implemented with The Difference Card

Medical Expense Reimbursement Plan (MERP)

Online Enrollment

Health Reimbursement Arrangement (HRA)

COBRA

Health Savings Account (HSA)

Commuter- Transit and Parking (TRN & PKG)

Flexible Spending Account (FSA,LPFSA,DCA)

Lifestyle Account

Wellness Incentive Program

Will at least one of your products have a debit card?

Yes No

Will the carrier agree to provide claims via a claims feed?

Yes No

## Enrollment

How many benefit eligible employees do you have?

If you are interested in setting up an eligibility file feed with the Difference Card, please list your current benefit admin vendor here:

The Difference Card requires enrollment to be provided in the format specified. For HIPAA compliance purposes, we will not edit or alter data provided. Please double check enrollment information prior to submitting. Debit Cards will be mailed to employee homes and arrive in 7-10 business days in plain white envelopes.

## Banking Information

### Banking Information is required to complete your set up and enroll participants.

Participants may use debit cards (if offered), sign up to receive direct deposit or request reimbursement via check. The Difference Card will pay all reimbursements to participants on behalf of you, the employer from a Difference Card account. We will then debit via a consolidated ACH from the employer to cover the reimbursements released the prior day. To facilitate funding of reimbursements, employers must grant ACH authorization to The Difference Card to withdraw funds to cover the reimbursements issued.

In order to establish Difference Card Benefits, a bank account must be provided. This bank account is used for funding claim activity and invoice activity. Many employers prefer to use a zero balance account.

### I hereby authorize The Difference Card to ACH debit from the bank account provided below for the purposes of:

One Time Binder Check

Invoices

Claim Payments

### I hereby authorize The Difference Card to initiate ACH debit from the account below:

Bank Name

Bank Account Number

Routing Number

Authorized Signer Name

Authorized Signer Title

Signature

The Difference Card may perform a \$1.00 prenote ACH debit to your account to ensure your bank account is open and we can access it. This helps protect you from fraudulent activity. If you only allow certain organizations to debit from your bank account, you will need to add the following filter information to your bank account:

#### For Invoice Payments

Bank Name: Truist  
Origination ID: 1383931703  
Routing Number: 053101121

#### For Claim Payments

Bank Name: Truist  
Origination ID's: 3383931703,  
4383931703  
Routing Number: 061000104

#### Important notes about ACH Failures:

If you have a filter on your bank account and you do not add The Difference Card as an authorized organization to debit your bank account, there could be an ACH failure. Additionally, you are required to keep funds in your account at all times. If there are insufficient funds or if the filter information hasn't been added to your bank account, it could result in an ACH failure. ACH failures could mean debit card and services will be suspended until the ACH failure has been resolved. A \$36.00 penalty fee applies per ACH failure and will be added to your monthly invoice.

### Substantiation Detail

The Difference Card will ask your employees to submit documents to substantiate their MERP and HRA card transactions in compliance with treasury regulations related to use of debit cards for the purposes of administering section 105 plans. This process is designed to ensure your employees are using their health benefit funding on eligible medical expenses covered by you the employer as well as protect the pre-tax status of the plan. We understand the final proposed Treasury regulations indicate that most employers are required to substantiate card transactions under the Medical Expense Reimbursement Plan (MERP) and Healthcare Reimbursement Arrangements (HRA).

Most debit card swipes will be automatically substantiated (by copay matching, recurring expense, and IIAS, etc.) without member involvement. When debit card transactions are not automatically substantiated, a letter or email is sent to your employee asking for additional documentation, typically an explanation of benefits (EOB). Members can easily submit substantiation documents by using at [www.differencecard.com](http://www.differencecard.com). If your employees do not reply, a second letter will be sent to the employee. Should an employee use their card for an unauthorized expense, repayment will be requested on your behalf. We will offset future claims to recoup your funds. As the employer, you may choose to report as taxable income or withhold from the employee's pay. The Difference Card will not systematically deactivate debit cards automatically for failure to comply with substantiation requirements. We reserve the right to deactivate in cases where we believe plan compliance or plan operations are not being followed.

**Please note:** If there will be a carrier claims file in place, The Difference Card will use that file to validate medical card swipes in lieu of requesting details from your employees.

**The below portion only needs to be completed if you would like to make a change.**

### Substantiation Authorization

The Plan Sponsor and Administrator, \_\_\_\_\_ (Client) requests The Difference Card:

- Auto-substantiate all debit card transactions without asking members for supporting documentation.
- All card transactions that are \$\_\_\_\_\_ and under will be auto-substantiated and will not require supporting documentation. (e.g. any card swipe \$500 and under)

The Client understands the substantiation requirements, fully understands the risks associated with this request, and has had the opportunity to consult with legal and tax advisors concerning such risks. The Client agrees to indemnify, defend, and hold harmless The Difference Card and its affiliates, subsidiaries, shareholders, members, directors, officers, employees, agents, and parents, from and against any Claim, and any associated Losses to the extent caused by violation of any Internal Revenue Department, Department of Labor, or other legal entity as it relates to the substantiation of debit card transactions.

By: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Byram Township

In Partnership with  
USI - NY

07/01/2026 - 12/31/2026

Quote: 45677

# DIFFERENCE CARD PROPOSAL

PEPM

BETTER BENEFITS.  
BETTER PRICE.



**PEPM**

# Byram Township

07/01/2026 - 12/31/2026

<b>CURRENT COSTS</b>	\$964,095	<b>NET CHANGE</b>
<b>RENEWAL COSTS</b>	\$1,310,030	35.9%
<b>REVISED FIXED COST</b> (CARRIER + DIFFERENCE CARD)	\$757,853	-21.4%
<b>TOTAL COSTS</b> (CARRIER + DIFFERENCE CARD + CLAIMS)	\$883,408	-8.4%
<b>NET SAVINGS</b>	<b>\$426,623</b>	



Byram Township  
Benefit Analysis (05/01/2026)

BENEFIT CATEGORY					DIFFERENCE CARD PLAN DESIGNS			
Carrier					Horizon BCBS of NJ	Horizon BCBS of NJ	Horizon BCBS of NJ	Horizon BCBS of NJ
Plan Option					HDHigh	Direct 10	OMNIA	Direct 2030
Network					BCBS			
IN NETWORK					IN NETWORK			
Primary Care					Remaining Costs	Remaining Costs	Remaining Costs	Remaining Costs
Specialist Care					Remaining Costs	Remaining Costs	Remaining Costs	Remaining Costs
Emergency Room					Remaining Costs	Remaining Costs	Remaining Costs	Remaining Costs
Urgent Care					Remaining Costs	Remaining Costs	Remaining Costs	Remaining Costs
Lab Work					Remaining Costs	Remaining Costs	Remaining Costs	Remaining Costs
X-Ray					Remaining Costs	Remaining Costs	Remaining Costs	Remaining Costs
Major Diagnostic Imaging					Remaining Costs	Remaining Costs	Remaining Costs	Remaining Costs
Inpatient Copay					Remaining Costs	Remaining Costs	Remaining Costs	Remaining Costs
Outpatient Copay					Remaining Costs	Remaining Costs	Remaining Costs	Remaining Costs
In Network Deductible					\$0	\$0	\$0	\$0
In Network Coinsurance					20%	20%	20%	20%
In Network Coinsurance Max					\$0	\$0	\$0	\$0
OUT OF NETWORK					OUT OF NETWORK			
OON Deductible					N/A	N/A	N/A	N/A
OON Coinsurance					40%	40%	40%	40%
OON Coins Max					N/A	N/A	N/A	N/A
PRESCRIPTION					PRESCRIPTION			
Pharmacy Deductible					Integrated w/ Medical Ded	Integrated w/ Medical Ded	Integrated w/ Medical Ded	Integrated w/ Medical Ded
Pharmacy Copay					20%	20%	20%	20%
RATE TIER	PLAN OPTION				DIFFERENCE CARD EXPECTED PREMIUM EQUIVALENT RATES			
	HDHigh	Direct 10	OMNIA	Direct 2030	HDHigh	Direct 10	OMNIA	Direct 2030
Employee only	1	11	1	0	\$1,229.37	\$1,282.27	\$1,230.62	\$1,265.40
Employee + Spouse	0	2	1	0	\$2,458.75	\$2,564.54	\$2,461.25	\$2,530.80
Employee + Child(ren)	0	0	0	0	\$2,200.58	\$2,295.26	\$2,202.82	\$2,265.07
Family	0	9	4	1	\$3,429.96	\$3,577.53	\$3,433.45	\$3,530.47
<b>ANNUAL COSTS</b>	1	22	6	1	<b>\$883,408</b>			
<b>RENEWAL</b>	30				<b>-8.37%</b>			
Total Annual Costs include a one time set-up fee of: \$2500								
Difference Card Service Premium (PEPM)					\$95.75			
					\$0.00			

The Difference Guarantee (PEPM) is insured by an A rated member company of Assurant, Inc.

This benefit analysis is for illustrative purposes only. Please refer to the carrier plan documents and the Difference Card Summary of Benefits for final benefit design. All rates are subject to final carrier underwriting and the rates shown above need to be confirmed by the carrier and insurance broker. The Difference Card premium equivalent rates are not fully insured, are not guaranteed, and are based on projected claims utilization.



# DAILY FUNDING ARRANGEMENT

Difference Card bank account used for initial claim payment and check writing

A daily ACH debit of client's account based on actual card transactions and checks issued

Client will be responsible for funding claims daily.



# Byram Township

05/01/2026 - 12/31/2026

## PPO 2019 Benefit Analysis

BENEFIT CATEGORY		CURRENT PLAN DESIGN		BASE PLAN DESIGN	DIFFERENCE CARD PLAN DESIGN
Carrier		Horizon BCBS of NJ		Horizon BCBS of NJ	Horizon BCBS of NJ
Plan Option		PPO 2019		HDHigh	HDHigh
Network				BCBS	BCBS
IN NETWORK		IN NETWORK		IN NETWORK	IN NETWORK
Primary Care		\$15 Copay		Ded & Coin	Remaining Costs
Specialist Care		\$30 Copay		Ded & Coin	Remaining Costs
Emergency Room		\$150 Copay		Ded & Coin	Remaining Costs
Urgent Care		\$45 Copay		Ded & Coin	Remaining Costs
Lab Work		\$0 Copay		Ded & Coin	Remaining Costs
X-Ray		\$0 Copay		Ded & Coin	Remaining Costs
Major Diagnostic Imaging		\$0 Copay		Ded & Coin	Remaining Costs
Inpatient Surgery		\$0 Copay		Ded & Coin	Remaining Costs
Outpatient Surgery		\$0 Copay		Ded & Coin	Remaining Costs
In Network Deductible		\$100		\$4,200	\$0
In Network Coinsurance		10%		20%	20%
In Network Coinsurance Max		\$800		\$1,000	\$0
Maximum OOP		\$8,480		\$5,200	\$0
OUT OF NETWORK		OUT OF NETWORK		OUT OF NETWORK	OUT OF NETWORK
OON Deductible		\$400		\$4,200	N/A
OON Coinsurance		30%		40%	40%
OON Coins Max		\$2,000		\$2,000	N/A
PRESCRIPTION		PRESCRIPTION		PRESCRIPTION	PRESCRIPTION
Pharmacy Deductible		\$2,000		Integrated w/ Medical Ded	Integrated w/ Medical Ded
Pharmacy Copay		\$7/21		20%	20%
RATE TIER	OPTION	CURRENT RATES	RENEWAL RATES	BASE RATES	DIFFERENCE CARD EXPECTED PREMIUM EQUIVALENT RATES
	PPO 2019	PPO 2019	PPO 2019	HDHigh	HDHigh
Employee only	1	\$1,343.78	\$1,823.07	\$1,034.68	\$1,229.37
Employee + Spouse	0	\$2,687.56	\$3,646.15	\$2,069.36	\$2,458.75
Employee + Child(ren)	0	\$2,405.37	\$3,263.30	\$1,852.08	\$2,200.58
Family	0	\$3,749.15	\$5,086.38	\$2,886.76	\$3,429.96
ANNUAL COSTS	1	\$16,125	\$21,877	\$12,416	\$14,752
RENEWAL		35.7%		-23.0%	-8.5%

Total Annual Costs include a one time set-up fee of: \$2500

Difference Card Service Premium (PEPM)

\$95.75

This benefit analysis is for illustrative purposes only. Please refer to the carrier plan documents and the Difference Card Summary of Benefits for final benefit design. All rates are subject to final carrier underwriting and the rates shown above need to be confirmed by the carrier and insurance broker. The Difference Card premium equivalent rates are not fully insured, are not guaranteed, and are based on projected claims utilization.



# Byram Township

05/01/2026 - 12/31/2026

## NJ Direct 10 Benefit Analysis

BENEFIT CATEGORY		CURRENT PLAN DESIGN		BASE PLAN DESIGN	DIFFERENCE CARD PLAN DESIGN
Carrier		Horizon BCBS of NJ		Horizon BCBS of NJ	Horizon BCBS of NJ
Plan Option		NJ Direct 10		HDHigh	Direct 10
Network		Nationwide		BCBS	
IN NETWORK		IN NETWORK		IN NETWORK	IN NETWORK
Primary Care		\$10 Copay		Ded & Coin	Remaining Costs
Specialist Care		\$10 Copay		Ded & Coin	Remaining Costs
Emergency Room		\$75 Copay		Ded & Coin	Remaining Costs
Urgent Care		\$10 Copay		Ded & Coin	Remaining Costs
Lab Work		\$0 Copay		Ded & Coin	Remaining Costs
X-Ray		\$0 Copay		Ded & Coin	Remaining Costs
Major Diagnostic Imaging		\$0 Copay		Ded & Coin	Remaining Costs
Inpatient Surgery		\$0 Copay		Ded & Coin	Remaining Costs
Outpatient Surgery		\$0 Copay		Ded & Coin	Remaining Costs
In Network Deductible		\$0		\$4,200	\$0
In Network Coinsurance		0%		20%	20%
In Network Coinsurance Max		\$0		\$1,000	\$0
Maximum OOP		\$400		\$5,200	\$0
OUT OF NETWORK		OUT OF NETWORK		OUT OF NETWORK	OUT OF NETWORK
OON Deductible		\$100		\$4,200	N/A
OON Coinsurance		20%		40%	40%
OON Coins Max		\$1,900		\$2,000	N/A
PRESCRIPTION		PRESCRIPTION		PRESCRIPTION	PRESCRIPTION
Pharmacy Deductible		\$0		Integrated w/ Medical Ded	Integrated w/ Medical Ded
Pharmacy Copay		\$3/\$10		20%	20%
RATE TIER	OPTION	CURRENT RATES	RENEWAL RATES	BASE RATES	DIFFERENCE CARD EXPECTED PREMIUM EQUIVALENT RATES
	NJ Direct 10	NJ Direct 10	NJ Direct 10	HDHigh	Direct 10
Employee only	11	\$1,511.35	\$2,048.88	\$1,034.68	\$1,282.27
Employee + Spouse	2	\$3,022.70	\$4,097.76	\$2,069.36	\$2,564.54
Employee + Child(ren)	0	\$2,705.32	\$3,667.50	\$1,852.08	\$2,295.26
Family	9	\$4,216.67	\$5,716.38	\$2,886.76	\$3,577.53
ANNUAL COSTS	22	\$727,443	\$986,167	\$498,012	\$617,182
RENEWAL		35.6%		-31.5%	-15.2%

Total Annual Costs include a one time set-up fee of: \$2500

Difference Card Service Premium (PEPM)

\$95.75

This benefit analysis is for illustrative purposes only. Please refer to the carrier plan documents and the Difference Card Summary of Benefits for final benefit design. All rates are subject to final carrier underwriting and the rates shown above need to be confirmed by the carrier and insurance broker. The Difference Card premium equivalent rates are not fully insured, are not guaranteed, and are based on projected claims utilization.



# Byram Township

05/01/2026 - 12/31/2026

## OMNIA Benefit Analysis

BENEFIT CATEGORY		CURRENT PLAN DESIGN		BASE PLAN DESIGN	DIFFERENCE CARD PLAN DESIGN
Carrier		Horizon BCBS of NJ		Horizon BCBS of NJ	Horizon BCBS of NJ
Plan Option		OMNIA		HDHigh	OMNIA
Network		Nationwide		BCBS	
IN NETWORK		IN NETWORK		IN NETWORK	IN NETWORK
Primary Care		\$20 Copay		Ded & Coin	Remaining Costs
Specialist Care		\$30 Copay		Ded & Coin	Remaining Costs
Emergency Room		\$100 Copay		Ded & Coin	Remaining Costs
Urgent Care		\$30 Copay		Ded & Coin	Remaining Costs
Lab Work		Ded & Coin		Ded & Coin	Remaining Costs
X-Ray		Ded & Coin		Ded & Coin	Remaining Costs
Major Diagnostic Imaging		Ded & Coin		Ded & Coin	Remaining Costs
Inpatient Surgery		Ded & Coin		Ded & Coin	Remaining Costs
Outpatient Surgery		Ded & Coin		Ded & Coin	Remaining Costs
In Network Deductible		\$1,500		\$4,200	\$0
In Network Coinsurance		20%		20%	20%
In Network Coinsurance Max		\$3,000		\$1,000	\$0
Maximum OOP		\$4,500		\$5,200	\$0
OUT OF NETWORK		OUT OF NETWORK		OUT OF NETWORK	OUT OF NETWORK
OON Deductible		N/A		\$4,200	N/A
OON Coinsurance		N/A		40%	40%
OON Coins Max		N/A		\$2,000	N/A
PRESCRIPTION		PRESCRIPTION		PRESCRIPTION	PRESCRIPTION
Pharmacy Deductible		\$0		Integrated w/ Medical Ded	Integrated w/ Medical Ded
Pharmacy Copay		\$7/16/35		20%	20%
RATE TIER	OPTION	CURRENT RATES	RENEWAL RATES	BASE RATES	DIFFERENCE CARD EXPECTED PREMIUM EQUIVALENT RATES
	OMNIA	OMNIA	OMNIA	HDHigh	OMNIA
Employee only	1	\$1,036.71	\$1,407.49	\$1,034.68	\$1,230.62
Employee + Spouse	1	\$2,073.42	\$2,814.98	\$2,069.36	\$2,461.25
Employee + Child(ren)	0	\$1,855.71	\$2,519.41	\$1,852.08	\$2,202.82
Family	4	\$2,892.42	\$3,926.90	\$2,886.76	\$3,433.45
ANNUAL COSTS	6	\$176,158	\$239,161	\$175,813	\$209,108
RENEWAL		35.8%		-0.2%	18.7%

Total Annual Costs include a one time set-up fee of: \$2500

Difference Card Service Premium (PEPM)

\$95.75

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# Byram Township

05/01/2026 - 12/31/2026

## PPO 2030 Benefit Analysis

BENEFIT CATEGORY		CURRENT PLAN DESIGN		BASE PLAN DESIGN	DIFFERENCE CARD PLAN DESIGN
Carrier		AmeriHealth		Horizon BCBS of NJ	Horizon BCBS of NJ
Plan Option		PPO 2030		HDHigh	Direct 2030
Network		National Access		BCBS	
IN NETWORK		IN NETWORK		IN NETWORK	IN NETWORK
Primary Care		\$20 Copay		Ded & Coin	Remaining Costs
Specialist Care		\$30 Copay		Ded & Coin	Remaining Costs
Emergency Room		\$125 Copay		Ded & Coin	Remaining Costs
Urgent Care		\$30 Copay		Ded & Coin	Remaining Costs
Lab Work		\$0 Copay		Ded & Coin	Remaining Costs
X-Ray		\$0 Copay		Ded & Coin	Remaining Costs
Major Diagnostic Imaging		\$0 Copay		Ded & Coin	Remaining Costs
Inpatient Surgery		\$0 Copay		Ded & Coin	Remaining Costs
Outpatient Surgery		\$0 Copay		Ded & Coin	Remaining Costs
In Network Deductible		\$0		\$4,200	\$0
In Network Coinsurance		10%		20%	20%
In Network Coinsurance Max		\$800		\$1,000	\$0
Maximum OOP		\$7,360		\$5,200	\$0
OUT OF NETWORK		OUT OF NETWORK		OUT OF NETWORK	OUT OF NETWORK
OON Deductible		\$200		\$4,200	N/A
OON Coinsurance		30%		40%	40%
OON Coins Max		\$5,000		\$2,000	N/A
PRESCRIPTION		PRESCRIPTION		PRESCRIPTION	PRESCRIPTION
Pharmacy Deductible		\$0		Integrated w/ Medical Ded	Integrated w/ Medical Ded
Pharmacy Copay		\$3/\$18/\$46		20%	20%
RATE TIER	OPTION	CURRENT RATES	RENEWAL RATES	BASE RATES	DIFFERENCE CARD EXPECTED PREMIUM EQUIVALENT RATES
	PPO 2030	PPO 2030	PPO 2030	HDHigh	Direct 2030
Employee only	0	\$1,325.23	\$1,876.50	\$1,034.68	\$1,265.40
Employee + Spouse	0	\$2,650.46	\$3,753.00	\$2,069.36	\$2,530.80
Employee + Child(ren)	0	\$2,372.16	\$3,358.93	\$1,852.08	\$2,265.07
Family	1	\$3,697.39	\$5,235.43	\$2,886.76	\$3,530.47
ANNUAL COSTS	1	\$44,369	\$62,825	\$34,641	\$42,366
RENEWAL		41.6%		-21.9%	-4.5%

Total Annual Costs include a one time set-up fee of: \$2500

Difference Card Service Premium (PEPM)

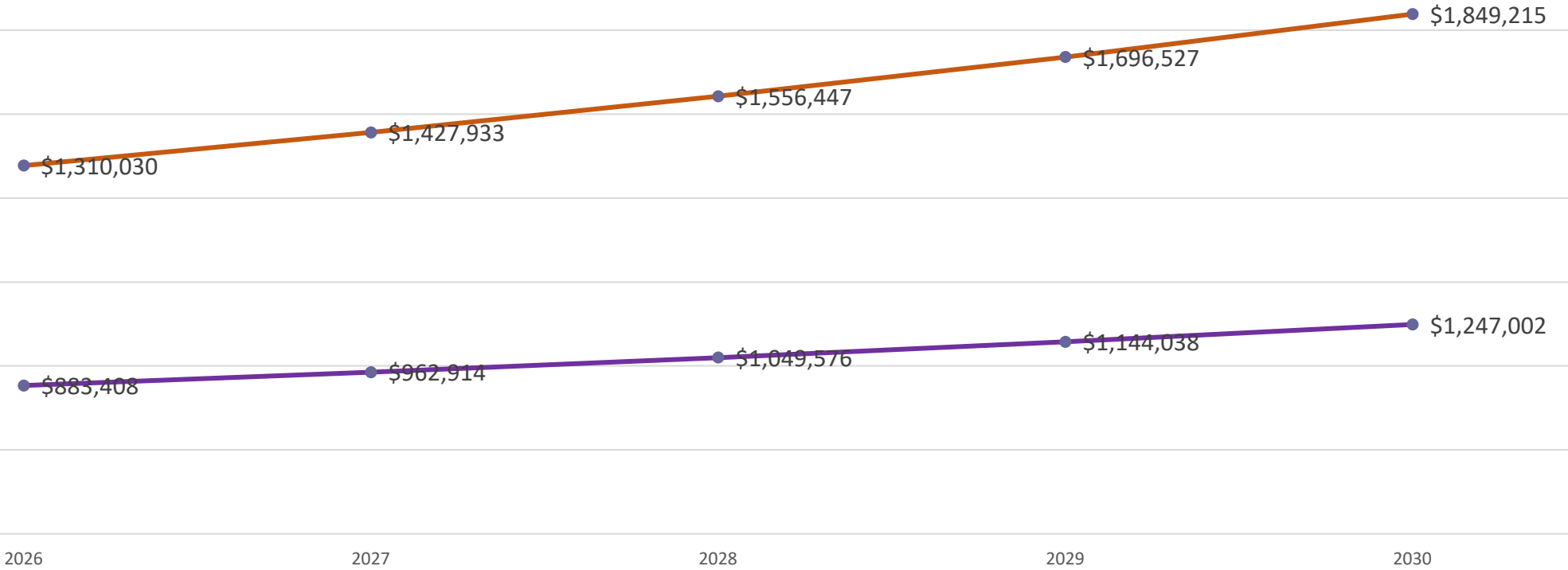
\$95.75

This benefit analysis is for illustrative purposes only. Please refer to the carrier plan documents and the Difference Card Summary of Benefits for final benefit design. All rates are subject to final carrier underwriting and the rates shown above need to be confirmed by the carrier and insurance broker. The Difference Card premium equivalent rates are not fully insured, are not guaranteed, and are based on projected claims utilization.



## Five Year Healthcare Cost Projection

● Total Costs (MERP Strategy)
 ● Conventional Renewal Cost



Time Frame	Conventional Renewal Cost	Minimum Premium	Total Costs (MERP Strategy)	Net Annual Savings
<b>2026</b>	\$1,310,030	\$757,853	\$883,408	\$426,623
<b>2027</b>	\$1,427,933	\$826,059	\$962,914	\$465,019
<b>2028</b>	\$1,556,447	\$900,405	\$1,049,576	\$506,871
<b>2029</b>	\$1,696,527	\$981,441	\$1,144,038	\$552,489
<b>2030</b>	\$1,849,215	\$1,069,771	\$1,247,002	\$602,213

### PROJECTED FIVE YEAR SAVINGS

# \$2,553,214

## Account Service Agreement

This Agreement is made as of 5/1/2026 between EB Employee Solutions, LLC, a Delaware limited liability company (the "Company") and Byram Township a NJ entity (the "Customer").

1. The Company agrees to make available to the Customer the Company's Difference Card Program for use by the Customer in connection with a Medical Expense Reimbursement Plan, Health Reimbursement Arrangement, Health Savings Account, Flexible Spending Account, Transit Accounts, COBRA Administration or any other arrangement approved by the Company (each, a "Plan"). The Difference Card program is intended to enable the Customer to provide for payment of certain medical and other expenses as designated by the Customer ("Covered Expenses") and incurred by the Customer's employees and, if elected by the Customer, their dependents, by use of a debit card (the "Difference Card") issued, exclusively for that purpose, by Alegeus Technologies, an independent contractor with which the Company has contracted for this service.
2. The Customer shall designate the Covered Expenses it wishes the plan to cover, its account funding option and other plan options on a form or forms provided by the Company, which forms are incorporated herein by reference and made a part hereof. Plan participants are subject to the terms and conditions of the cardholder agreements distributed with the cards. The Company reserves the right to suspend or terminate the right of any plan participant to use the Difference Card if the plan participant breaches the cardholder agreement in any way.
3. Bank Account for Claim Reimbursement. With respect to any Plan for which benefit payments or reimbursements are to be made from a Company bank account, the Company will establish a checking account (the "Disbursements Account"), which account shall be used by the Company to draw and sign checks or other orders for payment of money withdrawing funds from said account in respect of the Plan. The signatories on such Disbursements Account will be determined by the Company, but upon the Customer's request, the Customer will be advised of the identity of all authorized signers. The Company will withdraw funds from the Disbursements Account only for the limited purpose of paying claims. The Company reserves the right to utilize the account for the benefit of Company customers other than Customer, but in no event will the Company use this account for any purpose other than the payment of reimbursement account claims by such customers, and in no event will the Company use the Customer's funds for reimbursement of amounts paid by the Company for any claims other than those of the Customer's Plan participants and dependents (if applicable), and in no event will the Company use the funds of any other customer for reimbursement of amounts paid by the Company for any person other than such customer's plan participants. The Company shall communicate to Customer the amount needed to pay reimbursements to the Company for expenses paid as of any given date. The Company will ACH debit from the Customer and the Customer agrees to deliver good funds to The Company for deposit into the Disbursements Account, so that all amounts paid by the Company will be reimbursed to the Company not later than the first banking day after payment. Customer understands and agrees that it will deposit funds into the Disbursements Account as necessary to comply with the terms and provisions of Customer's plan(s) and this Agreement.
4. The Company agrees to reconcile the Disbursements Account as of the end of each month and maintain a separate accounting for the Customer, providing access to such accounting to Customer upon request. Such accounting shall summarize the Customer's portion of the month end account balance calculated as follows: deposits to the Disbursements Account minus payments initiated by the Company minus deposits not cleared plus outstanding payments not cleared.

The Customer promptly shall designate a bank account (the "Designated Account") to be used to reimburse the Company for participant reimbursements made from the Disbursements Account via debit card, ACH or check. The Company will ACH debit from the Designated Account the amount necessary to cover reimbursements; such debit shall occur on the same day as the expense is paid by the Company. The Customer shall keep the

Designated Account funded sufficiently to timely pay all expenses paid by the Company on behalf of Plan participants all activity. In no event will funds deposited by the Customer in the Designated Account constitute or include participant or employee contributions to the Plans as those terms have their general meaning under the Employee Retirement Income Security Act of 1974 ("ERISA")

5. Payment of all amounts reimbursed to participants and charged to the Difference Cards pursuant to this agreement shall be the responsibility of the Customer. Customer understands and agrees that (a) it will provide a contact name and telephone number The Difference Card for ACH and payment related questions, (b) in the event the Company experiences an ACH failure when debiting from the Customer, account activity, including debit cards will be frozen and a charge of \$36.00 shall be assessed to the Customer for each ACH returned due to insufficient funds, (d) Customer will provide The Company ten (10) days advance written notice of a change to the designated bank account or contact information, and (e) The Company reserves the right to terminate access to Customer's plan participants if claims payments are not made available in a timely manner.
6. The Company will provide the following administrative services to the Customer to support implementation of the program:
  - a. The Company will provide eligibility services, adding and deleting eligible participants from the Difference Card computer system, based solely upon information received from the Customer. The Company will not be responsible in any way for evaluating the accuracy of the information provided by the Customer.

While the Company will input information into the system, it is the responsibility of the Customer to review the information input into the system by the Company, and COMPANY SHALL NOT BE LIABLE FOR ANY CLAIMS ERRONEOUSLY PAID OR OTHER LOSSES CAUSED BY ERRORS OR OMISSIONS ON THE CUSTOMERS', UNLESS THE CUSTOMER HAS ADVISED THE COMPANY IN WRITING OF SUCH ERROR OR OMISSION AND THE COMPANY HAS FAILED TO CORRECT THE ERROR OR OMISSION WITHIN TWO (2) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE.

- b. The Company will maintain a Customer service telephone line for the Difference Card program, which shall be available during the Company's normal business hours.
- c. The Company shall make available periodic reports to the Customer providing information regarding claims paid through the Difference Card program.

Customer understands and agrees that the Company is not a fiduciary with respect to any Plan or a plan administrator, plan sponsor or trustee with respect to any Plan and is not responsible in any way for processing or evaluating claims under the Difference Card Program. Customer also acknowledges that Company is not responsible for tracking employee insurance carrier out of pocket maximums. Customer's administrative services are limited to services expressly provided for above. The Company shall not be liable under any circumstances for lost profits, lost business or consequential, special, incidental, indirect, exemplary or punitive damages of any kind caused by its error omission or other failure to satisfactorily perform the required services or otherwise arising out of or in connection with this Agreement. In no event shall the Company's aggregate liability to Customer for any claims arising in connection with this Agreement, regardless of the form of action, exceed the total fees paid or payable to the Company under this Agreement during the twelve (12) months immediately preceding the cause of action.

7. The Customer understands that the Company is not affiliated with, and does not control, Alegeus Technologies, and Customer agrees that the Company shall not be liable in any way for acts or omissions of Alegeus Technologies or its settlement agent. In the event the Company believes that Alegeus Technologies or its settlement agent has acted improperly in any way with respect to transactions covered by this Agreement, the

Company will exercise reasonable efforts to assist the Customer in obtaining corrective action from Alegeus Technologies; provided however, that the Company will not be required to commence or contribute to funding of litigation. Customer shall promptly notify the Company if it believes that Alegeus Technologies or its settlement agent has made any error or otherwise acted improperly.

8. The Company does not provide advice regarding the tax consequences to the Customer or its employees of payments made by the Customer pursuant to the Difference Card program. The Customer should consult its own tax consultants regarding these matters. Customer acknowledges and agrees that the Company is not responsible in any way for the compliance by the Customer or its plans or arrangements with the Employee Retirement Income Security Act of 1974, the regulations thereunder or other applicable law.
9. The Customer agrees to pay the Company an administration fee outlined in Exhibit A. The fee is based upon the actual amount of plan employees during the calendar month. The Company shall issue an invoice for such fee within the first fifteen days of each month and such invoice shall be due and payable on or before the 10th day of the following month.
10. The Difference Card services are separate and distinct from the Customer's decision on broker representation.
11. The Company may use and/or disclose protected health information ("PHI"), as defined in the 45 CFR 164.501, received from the Customer ("PHI") solely for the administration purposes described in this Agreement or as required by law, and shall not use and/or disclose PHI for any other purpose. The Company will take reasonable precautions to protect the privacy of PHI and will promptly disclose to Customer any disclosure of PHI received from Customer known to it which is not authorized by this Agreement. The Company shall comply with any privacy requirements with respect to PHI imposed upon it by applicable law and regulations. The Company and Customer will execute a Business Associate Agreement on the effective date of this agreement and periodically as required by law.
12. The Initial Term of this Agreement shall be one (1) year, unless earlier terminated as provided below. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either party gives notice at least thirty (30) days before the expiration date. The Company may terminate this Agreement at any time after giving thirty (30) days' notice of the intent to terminate. The Customer may terminate this Agreement at any time after giving thirty (30) days' notice of the intent to terminate.
13. The Customer agrees to pay all fees owed at termination and any fees unpaid after termination shall be subject to interest. If run-out services are elected, claim substantiation will not resume until all outstanding premiums and run-out fees are paid in full. This obligation shall survive any termination of this Agreement.
14. Notices under this Agreement shall be in writing and shall be given by personal delivery, or an overnight delivery service or by facsimile or e-mail to the addresses below or to such other persons or addresses as may be designated by subsequent notice:

**If to Company:**

EB Employee Solutions, LLC  
PO BOX 322  
Mount Kisco NY, 10549  
Attn: Christopher Calderone  
Fax: (914) 220-0901  
Email: CCalderone@differencecard.com

**If to Customer:**

Byram Township  
10 Manfield Drive  
Stanhope, NJ 07874Attn:  
Fax:  
Email:

15. This Agreement may not be assigned or transferred by either party, except that the Company may assign or transfer this Agreement in connection with a sale of substantially all the assets of the Company or the consummation of a merger where the Company is not the surviving entity. This Agreement shall be binding upon, and inure to the benefit of, all permitted successors and assigns of the parties.
  
16. This Agreement constitutes the entire understanding of the parties and supersedes all prior proposals, representations, communications, negotiations and agreements regarding its subject matter. This Agreement may not be modified or amended except by a writing duly executed by the parties.
  
17. This Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or based upon this Agreement must be instituted in the federal or state courts located in or servicing New Castle County, Delaware. Each party submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each party waives any defense of inconvenient forum to the maintenance of any suit, action or proceeding so brought. Either party may make service of process on the other party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 14. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

EB Employee Solutions, LLC

Byram Township

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Name: Christopher Calderone

Name:

Title: Chief Revenue Officer

Title:



The Difference Card

# SUMMARY OF BENEFITS

As of **7/1/2026**

**NJ Direct HDHIGH / Horizon/Aetna Freedom HDHigh HRA Funding**

**Byram Township**

**7/1 to 12/31**

## DIFFERENCE CARD FUNDING AMOUNTS

**Employee/Family**

**\$12,400**

## DIFFERENCE CARD COVERED EXPENSES



**Eligible In-Network and Out of Network Medical Deductible & Coinsurance Expenses**



**Prescriptions**



**Difference Card MasterCard may be used for services rendered.**

All claims must be submitted within 3 months of the end of the plan year.

Terminated members must submit claims within 3 months of the termination date.

Claims are processed on an AGGREGATE and Calendar year basis.

Call 888.343.2110 with any questions.

Download the Mobile App to View and Submit Claims



SCAN THIS WITH YOUR CAMERA

## List of Bills - (All Funds)

Meeting Date: 02/17/2026 For bills from 01/31/2026 to 02/12/2026

Vendor	Description	Payment	Check Total
<b>Claims Account</b>			
3698 - A & K EQUIPMENT CO., INC.	PO 31583 Body Hinge M-3	461.84	<b>461.84</b>
3953 - AMAZON CAPITAL SERVICES	PO 31728 BYRAM FEST - WALKIE TALKIES FOR VOLUNTEER	93.99	<b>93.99</b>
66 - ANJEC	PO 31828 ENVIRONMENTAL COMMISSION - 2026 MEMBERSH	475.00	<b>475.00</b>
86 - APPROVED AUTO ELECTRIC, INC	PO 31569 2026 Blanket for Batteries & Electrical	369.70	<b>369.70</b>
3841 - APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P	PO 31588 LABOR ATTORNEY - NOVEMBER 2025 SERVICES	1,820.00	<b>1,820.00</b>
3239 - AQUA NEW JERSEY	PO 31811 LEE HILL WATER SERVICE - ACCT#002291840-	39.88	<b>39.88</b>
106 - ATLANTIC COMMUNICATIONS, INC	PO 31791 POLICE - CAR #6 PILLAR LIGHT REPAIR - NJ	170.00	<b>170.00</b>
149 - BLUE DIAMOND DISPOSAL, INC.	PO 31622 1ST QUARTER 2026 BLANKET PURCHASE ORDER	57,750.00	<b>57,750.00</b>
3991 - BRIANT, RICHARD CHARLES	PO 31825 TEMPORARY FIRE SUBCODE	810.00	<b>810.00</b>
3920 - COLLIERS ENGINEERING & DESIGN, INC.	PO 30397 4TH ROUND HOUSING ELEMENT & FAIR SHARE P	1,570.00	
	PO 31591 ESCROW - OCTOBER 2025 SERVICES - GUERRA	900.00	
	PO 31691 ESCROW - OCTOBER 2025 SERVICES - JAM HOS	840.00	<b>3,310.00</b>
326 - COUNTY OF SUSSEX	PO 31805 1ST QUARTER 2026 DISPATCHING SERVICES	35,374.50	<b>35,374.50</b>
2104 - DOVER BRAKE & CLUTCH CO., INC.	PO 31566 2026 Blanket for Supplies	53.25	<b>53.25</b>
458 - EDWARD'S TRADING POST, INC.	PO 31668 2026 Blanket for Supplies	148.00	<b>148.00</b>
3802 - ELIZABETHTOWN GAS	PO 31844 MONTHLY SERVICE	486.81	<b>486.81</b>
3658 - FIRST ARRIVING IO, INC.	PO 31708 FIRE DEPT - 2026 DASHBOARD RENEWAL	1,784.61	<b>1,784.61</b>
3581 - FRENCH & PARRELLO ASSOCIATES, PA	PO 27576 ENGINEERING SERVICES - CO JOHNSON DOG PA	4,508.75	<b>4,508.75</b>
1166 - GANNETT NEW YORK/NEW JERSEY LOCALIQ	PO 31832 MONTHLY ADVERTISING	13.25	
	PO 31832 MONTHLY ADVERTISING	503.57	<b>516.82</b>
588 - GENERAL CODE	PO 31750 UPDATED CLERK GUIDE	185.00	<b>185.00</b>
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 31427 2025 TAX MAP UPDATES	26.50	
	PO 31767 ESCROW - OCTOBER 2025 SERVICES - ELIZABE	820.00	
	PO 31782 DECEMBER 2025 SERVICES - VERIZON SMALL A	145.00	
	PO 31783 OPEN SPACE - DECEMBER 2025 SERVICES - JO	260.00	
	PO 31784 ESCROW - DECEMBER 2025 SERVICES - TILCON	516.00	
	PO 31785 ESCROW - DECEMBER 2025 SERVICES - NJ NAT	72.50	<b>1,840.00</b>
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 31787 ESCROW - DECEMBER 2025 SERVICES - ELIZAB	643.00	
	PO 31788 ESCROW - DECEMBER 2025 SERVICES - ELIZAB	112.50	
	PO 31789 ESCROW - DECEMBER 2025 SRVS - ELIZABETH	112.50	
	PO 31790 ESCROW - DECEMBER 2025 SERVICES - ELIZAB	112.50	
	PO 31797 ESCROW - DECEMBER 2025 SERVICES - WEBER	180.00	
	PO 31798 ESCROW - DECEMBER 2025 SERVICES - CARKHU	120.00	<b>1,280.50</b>
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 31799 ESCROW - DECEMBER 2025 SERVICES - CARTRI	402.50	
	PO 31800 ESCROW - DECEMBER 2025 SERVICES - VAN FL	295.00	
	PO 31822 HIGHLANDS - EB STORMWATER MGMT STUDY - D	1,657.00	
	PO 31839 ESCROW - DECEMBER 2025 SERVICES - GOCKEL	630.00	<b>2,984.50</b>
649 - HAROLD E. PELLOW & ASSOCIATES,	PO 31840 ESCROW - DECEMBER 2025 SERVICES - LOPEZ	312.50	<b>312.50</b>
160 - HOPATCONG, BOROUGH OF	PO 31718 4TH QUARTER 2025 ANIMAL CONTROL - MEDICA	657.10	<b>657.10</b>
751 - JCP&L	PO 31814 MONTHLY SERVICE	153.35	<b>153.35</b>
751 - JCP&L	PO 31815 MONTHLY SERVICES	57.81	<b>57.81</b>
751 - JCP&L	PO 31816 MONTHLY SERVICE	325.77	<b>325.77</b>
751 - JCP&L	PO 31817 MONTHLY SERVICE	245.63	<b>245.63</b>
751 - JCP&L	PO 31818 MONTHLY SERVICES	72.80	<b>72.80</b>
751 - JCP&L	PO 31838 MONTHLY SERVICE	6,849.08	<b>6,849.08</b>
3262 - JPMONZO MUNICIPAL CONSULTING, LLC	PO 31643 WEBINAR - ETHICS - CHURCH	50.00	<b>50.00</b>
3412 - KONICA MINOLTA PREMIER FINANCE	PO 31637 2026 BLANKET PURCHASE ORDER - UCC COPY M	66.06	<b>66.06</b>
3921 - LAWSON PRODUCTS, INC.	PO 31579 2026 Blanket for Supplies	99.96	<b>99.96</b>
934 - LOWE'S BUSINESS ACCOUNT	PO 31610 2026 BLANKET PURCHASE ORDER	500.74	<b>500.74</b>
3232 - LUBENET, LLC	PO 31592 2026 Blanket for Oils	179.00	<b>179.00</b>
3699 - MARAZITI FALCON, LLP	PO 31826 ESCROW - NOVEMBER 2025 SERVICES - PRESTI	1,172.50	<b>1,172.50</b>
1009 - MGL PRINTING SOLUTIONS	PO 31748 MARRIAGE LICENSE BOOK	136.00	<b>136.00</b>
1029 - MICROSYSTEMS-NJ.COM, LLC	PO 31712 2026 NOTICE OF ASSESSMENT POST CARDS	3,277.18	
	PO 31733 2026 ONLINE MOD4 & CAMA SERVICE	2,400.00	<b>5,677.18</b>
3856 - MINI MOVERS DANCE, LLC	PO 31697 NOVEMBER 2025 MINI MOVERS DANCE CLASSES	195.00	
	PO 31698 DECEMBER 2025 MINI MOVERS DANCE CLASSES	234.00	
	PO 31829 JANUARY 2026 MINI MOVERS DANCE CLASSES	234.00	<b>663.00</b>
3284 - MOTOROLA SOLUTIONS, INC.	PO 31322 POLICE - 2 PORT RADIOS - QUOTE #3349543	5,795.20	<b>5,795.20</b>
2625 - NAPA AUTO PARTS	PO 31564 2026 Blanket for Supplies	1,999.87	<b>1,999.87</b>

### List of Bills - (All Funds)

Meeting Date: 02/17/2026 For bills from 01/31/2026 to 02/12/2026

Vendor	Description	Payment	Check Total
3988 - NATIONAL FUEL OIL, INC.	PO 31625 1ST QUARTER 2026 BLANKET PURCHASE ORDER	3,170.53	3,170.53
1160 - NETCONG HARDWARE CO., INC.	PO 31563 2026 Blanket for Supplies	146.74	146.74
1170 - NEW JERSEY PLANNING OFFICIALS	PO 31801 2026 MEMBERSHIP DUES	425.00	425.00
2270 - NEW YORK NEW JERSEY TRAIL CONFERENCE	PO 31330 2025 ANNUAL MEMBERSHIP	50.00	50.00
1190 - NJ STATE ASSOC-CHIEFS OF POLICE	PO 31777 POLICE - TRAINING COURSE	250.00	250.00
1212 - NOR. JERSEY MUN EMP BENFT FUND	PO 31641 JAN-APR 2026 BLANKET PURCHASE ORDER - DE	57.60	
	PO 31641 JAN-APR 2026 BLANKET PURCHASE ORDER - DE	113.00	
	PO 31641 JAN-APR 2026 BLANKET PURCHASE ORDER - DE	6,724.40	6,895.00
3590 - OPTIMUM	PO 31596 EQUIPMENT CHARGES - CABLE BOXES - 2026 B	10.00	10.00
3886 - PLANET NETWORKS, INC.	PO 31836 MARCH 2026 INTERNET SERVICES	139.95	139.95
3406 - PORTER LEE CORPORATION	PO 31778 POLICE - ANNUAL MAINTENANCE FEE	920.00	920.00
3907 - QUEENS BALLPARK COMPANY, LLC	PO 31184 DEPOSIT - 2026 METS GAME	500.00	500.00
3257 - RICOH USA, INC.	PO 31640 1ST QUARTER 2026 BLANKET PURCHASE ORDER	225.35	225.35
3995 - ROCKAWAY LANES, INC.	PO 31770 REC - FAMILY BOWLING NIGHT	766.00	766.00
115 - ROEMAR CORPORATION	PO 31780 POLICE - INITIAL ISSUE HAT STRAP	25.90	25.90
1468 - SCMUA	PO 31658 1ST QUARTER 2026 BLANKET PURCHASE ORDER	9,192.70	9,192.70
1483 - SERVICE TIRE TRUCK CENTER, INC.	PO 31568 2026 Blanket for Tires & Related Tire Se	2,824.00	2,824.00
3990 - SJ FUEL SOUTH CO., INC.	PO 31623 1ST QUARTER 2026 BLANKET PURCHASE ORDER	12,553.81	
	PO 31624 1ST QUARTER 2026 BLANKET PURCHASE ORDER	6,842.80	19,396.61
3376 - TEAM LIFE, INC.	PO 31717 AED PADS - QUOTE #22297	891.00	891.00
3958 - THE ABC'S OF ART	PO 31725 ABC'S OF ART CLASS - WINTER WONDERLAND	600.00	600.00
2408 - TILCON NEW YORK, INC.	PO 30780 2025 RESURFACING OF VARIOUS STREETS - MC	69,811.76	69,811.76
1815 - TOMAR INDUSTRIES, INC.	PO 31580 2026 Blanket for Janitorial & Safety Sup	837.50	837.50
3998 - VAIA, ALEXANDRA	PO 31812 RECREATION - STAINED GLASS WORKSHOP	480.00	480.00
3551 - VALLEY PHYSICIAN SERVICES, PC	PO 31846 RANDOM DRUG TESTING PROGRAM	429.00	429.00
1889 - VERIZON WIRELESS	PO 31819 MONTHLY SERVICE	38.01	
	PO 31820 MONTHLY SERVICE	114.05	152.06
1902 - VOGEL, CHAIT, COLLINS AND SCHNEIDER	PO 31614 ESCROW - DECEMBER 2025 SERVICES - PRESTI	450.00	
	PO 31630 AFFORDABLE HOUSING - DECEMBER 2025 SERVI	2,610.00	3,060.00
1926 - WB MASON CO., INC.	PO 31560 2026 WATER COOLER RENTAL & SUPPLIES	89.10	89.10
TOTAL			260,764.90

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN OE	682.13			
01-201-20-120-020	CLERK OE	371.00			
01-201-20-150-020	TAX ASSESSMENT OE	5,677.18			
01-201-20-170-020	ENVIRONMENTAL COMMISSION OE	488.24			
01-201-21-180-020	PLANNING BD OE	677.30			
01-201-23-220-020	GROUP INSURANCE	6,724.40			
01-201-25-240-020	POLICE OE	920.00			
01-201-25-250-020	POLICE RADIO & COMM & 911	35,488.55			
01-201-25-265-020	FIRE OE	1,784.61			
01-201-26-290-020	ROAD REPAIR & MAINT OE	2,142.24			
01-201-26-292-020	FLEET MAINTENANCE	5,396.76			
01-201-26-310-020	PUBLIC BLDGS & GROUNDS OE	820.06			
01-201-26-335-030	GARBAGE CONTRACT	66,691.99			
01-201-28-375-020	PARKS & PLAYGROUNDS OE	13.25			
01-201-30-420-020	CELEBRATION PUBLIC EVENTS	93.99			
01-201-31-430-020	ELECTRICITY	3,288.24			
01-201-31-435-020	STREET LIGHTING	228.72			
01-201-31-440-020	TELEPHONE	139.95			
01-201-31-446-020	NATURAL GAS	486.81			
01-201-31-447-020	HEATING OIL	12,553.81			
01-201-31-460-020	GASOLINE	10,013.33			
01-201-32-465-000	RECYCLING TAX APPROP.	250.71			
01-203-20-150-020	(2025) TAX ASSESSMENT OE		26.50		
01-203-20-155-020	(2025) LEGAL SERVICES		1,820.00		

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-203-20-165-020	(2025) ENGINEERING		145.00		
01-203-20-170-020	(2025) ENVIRONMENTAL COMMISSION OE		50.00		
01-203-21-180-020	(2025) PLANNING BD OE		2,610.00		
01-203-25-240-020	(2025) POLICE OE		6,305.79		
01-203-26-292-020	(2025) FLEET MAINTENANCE		461.84		
01-203-31-430-020	(2025) ELECTRICITY		3,234.80		
01-203-31-435-020	(2025) STREET LIGHTING		170.12		
01-213-07-740-001	Highlands Grant			7,735.75	
01-260-05-100	Due to Claims			0.00	177,493.07
<b>TOTALS FOR</b>	<b>Current fund</b>	<b>154,933.27</b>	<b>14,824.05</b>	<b>7,735.75</b>	<b>177,493.07</b>
03-260-05-100	Due to Claims			0.00	516.00
03-286-56-000-000	Developer's Escrow			516.00	
<b>TOTALS FOR</b>	<b>Developers Escrow (TD Bank)</b>	<b>0.00</b>	<b>0.00</b>	<b>516.00</b>	<b>516.00</b>
04-215-55-042-000	VARIOUS STREET IMPROVEMENTS (004-2022)			69,811.76	
04-260-05-100	Due to Claims			0.00	69,811.76
<b>TOTALS FOR</b>	<b>Capital</b>	<b>0.00</b>	<b>0.00</b>	<b>69,811.76</b>	<b>69,811.76</b>
05-201-55-502-020	OPERATING OE	840.16			
05-260-05-100	Due to Claims			0.00	840.16
<b>TOTALS FOR</b>	<b>Sewer</b>	<b>840.16</b>	<b>0.00</b>	<b>0.00</b>	<b>840.16</b>
12-260-05-100	Due to Claims			0.00	657.10
12-286-56-000-001	Reserve - Dog Trust			657.10	
<b>TOTALS FOR</b>	<b>Animal Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>657.10</b>	<b>657.10</b>
17-260-05-100	Due to Claims			0.00	273.25
17-286-56-000-001	Reserve - Open Space			273.25	
<b>TOTALS FOR</b>	<b>Open Space Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>273.25</b>	<b>273.25</b>
19-260-05-100	Due to Claims			0.00	989.06
19-286-56-000-400	Reserve - Uniform Construction Code			989.06	
<b>TOTALS FOR</b>	<b>Other Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>989.06</b>	<b>989.06</b>
20-260-05-100	Due to Claims			0.00	3,009.00
20-286-56-011-000	TRIPS			500.00	
20-286-56-016-000	SUMMER PROGRAMS			600.00	
20-286-56-300-000	PROGRAMMING			1,143.00	
20-286-56-800-000	SPORTS			766.00	
<b>TOTALS FOR</b>	<b>Recreation Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>3,009.00</b>	<b>3,009.00</b>
24-260-05-100	Due to Claims			0.00	7,175.50
24-280-56-000	Reserve for Developers Escrow Deposits			6,653.00	
24-280-56-177	Philip Prestia - #9707751072			450.00	
24-280-56-182	NJ Natural Gas Company - #9707751680			72.50	
<b>TOTALS FOR</b>	<b>Developers Escrow - VNB</b>	<b>0.00</b>	<b>0.00</b>	<b>7,175.50</b>	<b>7,175.50</b>

Total to be paid from Fund 01 Current fund 177,493.07  
 Total to be paid from Fund 03 Developers Escrow (TD Bank) 516.00  
 Total to be paid from Fund 04 Capital 69,811.76

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
Total to be paid from Fund 05 Sewer		840.16			
Total to be paid from Fund 12 Animal Trust		657.10			
Total to be paid from Fund 17 Open Space Trust		273.25			
Total to be paid from Fund 19 Other Trust		989.06			
Total to be paid from Fund 20 Recreation Trust		3,009.00			
Total to be paid from Fund 24 Developers Escrow - VNB		7,175.50			
		-----			
		260,764.90			

Checks Previously Disbursed

2026007	LENAPE VALLEY REGIONAL H S	PO# 31605	JANUARY - JUNE 2026 REGIONAL SCHOO	641,231.17	2/04/2026
2026008	BYRAM TWP BD OF EDUCATION	PO# 31606	JANUARY - JUNE 2026 SCHOOL TAX LEV	1,206,759.83	2/04/2026
2026010	PITNEY BOWES RESERVE ACCT	PO# 31834	POSTAGE REFILL	1,000.00	2/10/2026
2026010	PITNEY BOWES RESERVE ACCT	PO# 31834	POSTAGE REFILL	1,000.00	2/10/2026
9013026	BYRAM TWP PAYROLL ACCT		01/30/2026 Payroll	235,256.31	1/28/2026
9021326	BYRAM TWP PAYROLL ACCT		02/13/2026 Payroll	244,009.09	2/11/2026
				-----	
				2,329,256.40	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 Current fund	2,328,256.40	177,493.07	<b>2,505,749.47</b>
Fund 03 Developers Escrow (TD Bank)		516.00	<b>516.00</b>
Fund 04 Capital		69,811.76	<b>69,811.76</b>
Fund 05 Sewer		840.16	<b>840.16</b>
Fund 12 Animal Trust	1,000.00	657.10	<b>1,657.10</b>
Fund 17 Open Space Trust		273.25	<b>273.25</b>
Fund 19 Other Trust		989.06	<b>989.06</b>
Fund 20 Recreation Trust		3,009.00	<b>3,009.00</b>
Fund 24 Developers Escrow - VNB		7,175.50	<b>7,175.50</b>
		-----	
BILLS LIST TOTALS	2,329,256.40	260,764.90	<b>2,590,021.30</b>
			=====

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

Meeting Date: 02/17/2026 For bills from 01/31/2026 to 02/12/2026

Account	PO #	Vendor	Description	Payment	Account Total
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**Current fund**

**DEPARTMENT 100**

	31832	GANNETT NEW YORK/NEW JERSEY LOCALIQ	01/08/26-01/11/26 - 2026 ANNUAL NOTICE F	97.50	
	31832	GANNETT NEW YORK/NEW JERSEY LOCALIQ	01/11/26 - NOTICE OF CONTRACT AWARD - RI	19.90	
	31832	GANNETT NEW YORK/NEW JERSEY LOCALIQ	01/11/26 - NOTICE OF CONTRACT AWARDS - P	87.48	
	31832	GANNETT NEW YORK/NEW JERSEY LOCALIQ	01/11/26 - NOTICE OF CONTRACT AWARD - HE	19.90	
01-201-20-100-208		<b>Advertising</b>	<b>TOTAL FOR ACCOUNT</b>		<b>224.78</b>
	31640	RICOH USA, INC.	FEBRUARY 2026 COPIER LEASE AGREEMENT	225.35	
01-201-20-100-209		<b>Copy Machine</b>	<b>TOTAL FOR ACCOUNT</b>		<b>225.35</b>
	31596	OPTIMUM	FEBRUARY 2026 EQUIPMENT CHARGES - PD - C	5.00	
	31596	OPTIMUM	FEBRUARY 2026 EQUIPMENT CHARGES - DPW -	5.00	
01-201-20-100-216		<b>Computer Services</b>	<b>TOTAL FOR ACCOUNT</b>		<b>10.00</b>
	31846	VALLEY PHYSICIAN SERVICES, PC	NON DOT PANEL URINE DRUG SCREEN; UDS PRE	222.00	
01-201-20-100-272		<b>Miscellaneous</b>	<b>TOTAL FOR ACCOUNT</b>		<b>222.00</b>
					=====
<b>TOTAL for DEPARTMENT 100</b>					<b>682.13</b>

**DEPARTMENT 120**

	31748	MGL PRINTING SOLUTIONS	SHIPPING	18.00	
	31748	MGL PRINTING SOLUTIONS	MC18 A-Z INDEX	29.00	
	31748	MGL PRINTING SOLUTIONS	MC26 BINDER	89.00	
01-201-20-120-200		<b>Office Supplies</b>	<b>TOTAL FOR ACCOUNT</b>		<b>136.00</b>
	31643	JPMONZO MUNICIPAL CONSULTING, LLC	WEBINAR - ETHICS: 2026 & BEYOND - 02/12/	50.00	
01-201-20-120-203		<b>Seminars &amp; Meetings</b>	<b>TOTAL FOR ACCOUNT</b>		<b>50.00</b>
	31750	GENERAL CODE	NEW 4TH EDITION AS AMENDED THROUGH SUPP	185.00	
01-201-20-120-207		<b>Printing</b>	<b>TOTAL FOR ACCOUNT</b>		<b>185.00</b>
					=====
<b>TOTAL for DEPARTMENT 120</b>					<b>371.00</b>

**DEPARTMENT 150**

	31712	MICROSYSTEMS-NJ.COM, LLC	2026 NOTICE OF ASSESSMENT POST CARDS	3,192.18	
	31712	MICROSYSTEMS-NJ.COM, LLC	SET-UP FEE	85.00	
01-201-20-150-207		<b>Printing</b>	<b>TOTAL FOR ACCOUNT</b>		<b>3,277.18</b>
	31733	MICROSYSTEMS-NJ.COM, LLC	ONLINE MOD4 & CAMA SERVICE FOR 2026	2,400.00	
01-201-20-150-216		<b>Computer Services</b>	<b>TOTAL FOR ACCOUNT</b>		<b>2,400.00</b>
	31427	HAROLD E. PELLOW & ASSOCIATES,	TAX MAP RESEARCH	26.50	
01-203-20-150-214		<b>(2025) Map Maintenance</b>	<b>TOTAL FOR ACCOUNT</b>		<b>26.50</b>
					=====
<b>TOTAL for DEPARTMENT 150</b>					<b>5,703.68</b>

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

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**DEPARTMENT 155**

		31588 APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.	NOVEMBER 2025 PROFESSIONAL SERVICES	1,820.00	
01-203-20-155-808		(2025) <i>Legal Retainer</i>	<b>TOTAL FOR ACCOUNT</b>		<b>1,820.00</b>
					=====
<b>TOTAL for DEPARTMENT 155</b>					<b>1,820.00</b>

**DEPARTMENT 165**

		31782 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	145.00	
01-203-20-165-020		(2025) <i>ENGINEERING</i>	<b>TOTAL FOR ACCOUNT</b>		<b>145.00</b>
					=====
<b>TOTAL for DEPARTMENT 165</b>					<b>145.00</b>

**DEPARTMENT 170**

		31828 ANJEC	2026 ANNUAL MEMBERSHIP DUES	475.00	
01-201-20-170-202		<i>Dues &amp; Memberships</i>	<b>TOTAL FOR ACCOUNT</b>		<b>475.00</b>
		31832 GANNETT NEW YORK/NEW JERSEY LOCALIQ	12/31/25-01/04/26 - 2026 ENVIRONMENTAL C	13.24	
01-201-20-170-208		<i>Advertising</i>	<b>TOTAL FOR ACCOUNT</b>		<b>13.24</b>
		31330 NEW YORK NEW JERSEY TRAIL CONFERENCE	2026 ANNUAL MEMBERSHIP	50.00	
01-203-20-170-202		(2025) <i>Dues &amp; Memberships</i>	<b>TOTAL FOR ACCOUNT</b>		<b>50.00</b>
					=====
<b>TOTAL for DEPARTMENT 170</b>					<b>538.24</b>

**DEPARTMENT 180**

		31801 NEW JERSEY PLANNING OFFICIALS	2026 NJ PLANNING OFFICIALS DUAL BOARD ME	425.00	
01-201-21-180-202		<i>Dues &amp; Memberships</i>	<b>TOTAL FOR ACCOUNT</b>		<b>425.00</b>
		31832 GANNETT NEW YORK/NEW JERSEY LOCALIQ	01/18/26-01/20/26 - 2026 PLANNING BOARD	127.50	
		31832 GANNETT NEW YORK/NEW JERSEY LOCALIQ	01/04/26-01/07/26 - PLANNING BOARD LEGAL	19.28	
		31832 GANNETT NEW YORK/NEW JERSEY LOCALIQ	01/21/26-01/25/26 - NOTICE OF PLANNING B	76.32	
		31832 GANNETT NEW YORK/NEW JERSEY LOCALIQ	01/21/26-01/25/26 - LUB MEETING BUSINESS	29.20	
01-201-21-180-208		<i>Advertising</i>	<b>TOTAL FOR ACCOUNT</b>		<b>252.30</b>
		31630 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & DRAFTING OF E-MAIL. R	135.00	
		31630 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & PROPOSED CONSENT ORDE	135.00	
		31630 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF PROPOSED CONSENT ORDER & REVIS	135.00	
		31630 VOGEL, CHAIT, COLLINS AND SCHNEIDER	DRAFTING OF E-MAIL TO DAN BLOCH & FSHC.	540.00	
		31630 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF CONSENT ORDER E-FILED ON ECOUR	135.00	
		31630 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & DRAFTING OF E-MAIL &	1,170.00	
		31630 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & CONSENT ORDER FROM FS	180.00	
		31630 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & SIGNED RESOLUTION APP	90.00	
		31630 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL	90.00	
01-203-21-180-224		(2025) <i>Affordable Housing</i>	<b>TOTAL FOR ACCOUNT</b>		<b>2,610.00</b>

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

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**DEPARTMENT 180**

<b>TOTAL for DEPARTMENT 180</b>				=====	<b>3,287.30</b>
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**DEPARTMENT 220**

01-201-23-220-230	31641 NOR. JERSEY MUN EMP BENFT FUND		MARCH 2026 DENTAL INSURANCE PREMIUMS	6,724.40	
	<i>Group Plans</i>		<b>TOTAL FOR ACCOUNT</b>		<b>6,724.40</b>

<b>TOTAL for DEPARTMENT 220</b>				=====	<b>6,724.40</b>
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**DEPARTMENT 240**

01-201-25-240-220	31778 PORTER LEE CORPORATION		ANNUAL SOFTWARE SUPPORT BEAST EVIDENCE S	920.00	
	<i>Operating Maintenance</i>		<b>TOTAL FOR ACCOUNT</b>		<b>920.00</b>

01-203-25-240-220	31563 NETCONG HARDWARE CO., INC.		3V/2450 LITHIUM BATTERY	64.69	
	31791 ATLANTIC COMMUNICATIONS, INC		CAR #6 - COMPLETE CHECK OF PILLAR MOUNTE	170.00	
	<i>(2025) Operating Maintenance</i>		<b>TOTAL FOR ACCOUNT</b>		<b>234.69</b>

01-203-25-240-235	31780 ROEMAR CORPORATION		HAT STRAP - INITIAL ISSUE (GARRITY)	25.90	
	<i>(2025) Uniform/Clothing Replacement</i>		<b>TOTAL FOR ACCOUNT</b>		<b>25.90</b>

01-203-25-240-271	31777 NJ STATE ASSOC-CHIEFS OF POLICE		11/18/2025 - BUDGETING/FINANCIAL ADMIN C	250.00	
	<i>(2025) Police &amp; Fire Training</i>		<b>TOTAL FOR ACCOUNT</b>		<b>250.00</b>

01-203-25-240-452	31322 MOTOROLA SOLUTIONS, INC.		ITEM #Q811BR - SOFTWARE LICENSE ENH: SOF	975.00	
	31322 MOTOROLA SOLUTIONS, INC.		ITEM #H301CP - DELETE STANDARD BELT CLIP	-15.00	
	31322 MOTOROLA SOLUTIONS, INC.		ITEM #H51KDF9PW6AN - PORTABLE RADIO APX	3,637.50	
	31322 MOTOROLA SOLUTIONS, INC.		ITEM #HA00022AB - 3Y ESSENTIAL ACCIDENTA	544.00	
	31322 MOTOROLA SOLUTIONS, INC.		ITEM #PMLN7182A - PORTABLE CARRY SOLUTIO	96.00	
	31322 MOTOROLA SOLUTIONS, INC.		ITEM #PMPN4576A - CHARGER, DESKTOP SINGL	131.20	
	31322 MOTOROLA SOLUTIONS, INC.		ITEM #QA00582AJ - IMPRES LI-ION 2500MAH	225.00	
	31322 MOTOROLA SOLUTIONS, INC.		ITEM #PMMN4062A - IMPRES RSM, NOISE CANC	201.50	
	<i>(2025) Special Items</i>		<b>TOTAL FOR ACCOUNT</b>		<b>5,795.20</b>

<b>TOTAL for DEPARTMENT 240</b>				=====	<b>7,225.79</b>
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**DEPARTMENT 250**

01-201-25-250-020	31805 COUNTY OF SUSSEX		1ST QUARTER 2026 DISPATCHING SERVICES	35,374.50	
	31820 VERIZON WIRELESS		FIRE DEPT IPADS - ACCT #742195349-00001	114.05	
	<i>POLICE RADIO &amp; COMM &amp; 911</i>		<b>TOTAL FOR ACCOUNT</b>		<b>35,488.55</b>

<b>TOTAL for DEPARTMENT 250</b>				=====	<b>35,488.55</b>
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**List of Bills (Department/Account Detail) - (All Funds)**

Meeting Date: 02/17/2026 For bills from 01/31/2026 to 02/12/2026

Account	PO #	Vendor	Description	Payment	Account Total
<b>DEPARTMENT 265</b>					
		31708 FIRST ARRIVING IO, INC.	DIGITAL DASHBOARD RENEWAL - ANNUAL STAND	1,784.61	
01-201-25-265-211		<i>Service/Maintenance</i>	<b>TOTAL FOR ACCOUNT</b>		<b>1,784.61</b>
					=====
<b>TOTAL for DEPARTMENT 265</b>					<b>1,784.61</b>

<b>DEPARTMENT 290</b>					
		31610 LOWE'S BUSINESS ACCOUNT	70372 BC 100 FT 16 GA ORANGE CO	113.92	
		31580 TOMAR INDUSTRIES, INC.	ITEM #MWC-C-RAGS - N020-C52MS COLOR RAGS	208.00	
		31580 TOMAR INDUSTRIES, INC.	FUEL CHARGE	4.50	
		31610 LOWE'S BUSINESS ACCOUNT	1150585 SURFACE MAXX PRO 40DEG SP	18.96	
		31610 LOWE'S BUSINESS ACCOUNT	877043 3/4 FMT GARDEN HOSE	5.74	
		31610 LOWE'S BUSINESS ACCOUNT	6305865 SMX PEO SPRAYHANDLE 1/4''	42.73	
		31610 LOWE'S BUSINESS ACCOUNT	6305865 SMX PEO SPRAYHANDLE 1/4''	-42.73	
		31610 LOWE'S BUSINESS ACCOUNT	5691765 UTILITECH 1500 CERAMIC	75.96	
01-201-26-290-220		<i>Operating Maintenance</i>	<b>TOTAL FOR ACCOUNT</b>		<b>427.08</b>
		31819 VERIZON WIRELESS	DPW IPAD - ACCT #642119479-00001	38.01	
01-201-26-290-250		<i>Cell Phone - DPW</i>	<b>TOTAL FOR ACCOUNT</b>		<b>38.01</b>
		31610 LOWE'S BUSINESS ACCOUNT	QPR 50-LB PERMNT ASPHALT	75.92	
01-201-26-290-253		<i>Black Top</i>	<b>TOTAL FOR ACCOUNT</b>		<b>75.92</b>
		31579 LAWSON PRODUCTS, INC.	NINJA ICE FC GLOVES, LARGE	99.96	
01-201-26-290-255		<i>Road Safety</i>	<b>TOTAL FOR ACCOUNT</b>		<b>99.96</b>
		31846 VALLEY PHYSICIAN SERVICES, PC	DOT PANEL URINE DRUG SCREEN	152.00	
		31846 VALLEY PHYSICIAN SERVICES, PC	BREATH ALCOHOL TEST	55.00	
01-201-26-290-269		<i>Medical Svcs</i>	<b>TOTAL FOR ACCOUNT</b>		<b>207.00</b>
		31610 LOWE'S BUSINESS ACCOUNT	6912194 PS 5-GAL PINK BUCKET	4.73	
		31563 NETCONG HARDWARE CO., INC.	18OZ ORANGE DAWN DISH SOAP	4.79	
		31563 NETCONG HARDWARE CO., INC.	9.5" FLOOR SCRUB BRUSH	8.99	
		31563 NETCONG HARDWARE CO., INC.	LOBBY BROOM W/DUSTPAN	25.99	
		31563 NETCONG HARDWARE CO., INC.	2PK RAT/MOUSE/SNAKE TRAP	18.87	
		31610 LOWE'S BUSINESS ACCOUNT	10616 TOMCAT RAT SNAP TRAP	32.24	
		31610 LOWE'S BUSINESS ACCOUNT	1222280 SMART PESTBLOCK 12OZ	10.43	
		31610 LOWE'S BUSINESS ACCOUNT	132109 SAKRETE 50-LB FAST-SET CO	7.10	
		31610 LOWE'S BUSINESS ACCOUNT	618432 CC DOOR SWEEP 2-3/8-INX36	34.16	
		31610 LOWE'S BUSINESS ACCOUNT	915659 UK 2-CT RAT GLUE TRAP	12.70	
		31610 LOWE'S BUSINESS ACCOUNT	6574052 GE SUPREME WO WHITE 2.8-0	8.53	
		31610 LOWE'S BUSINESS ACCOUNT	7513636 5 GAL PINK LID	2.64	
		31610 LOWE'S BUSINESS ACCOUNT	1160676 SMART WINDOW AND DOOR 12	9.48	
01-201-26-290-461		<i>Park Maintenance</i>	<b>TOTAL FOR ACCOUNT</b>		<b>180.65</b>
		31717 TEAM LIFE, INC.	POWERHEART G5 INTELLISENSE ADULT DEFIBRI	225.00	
		31563 NETCONG HARDWARE CO., INC.	RAT SNAP TRAP	14.38	
		31717 TEAM LIFE, INC.	SHIPPING & HANDLING	18.00	
		31717 TEAM LIFE, INC.	POWERHEART G5 INTELLISENSE PEDIATRIC DEF	648.00	
		31610 LOWE'S BUSINESS ACCOUNT	539142 TOMCAT MOUSE ATTRACTANT G	7.11	
		31610 LOWE'S BUSINESS ACCOUNT	915660 TOMCAT SUPHOLD RAT GLUETR	21.33	
01-201-26-290-491		<i>Park Operating</i>	<b>TOTAL FOR ACCOUNT</b>		<b>933.82</b>
		31569 APPROVED AUTO ELECTRIC, INC	350CCA DEKAA BATTERY	179.80	
01-201-26-290-492		<i>Park Vehicle Repair</i>	<b>TOTAL FOR ACCOUNT</b>		<b>179.80</b>

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

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**DEPARTMENT 290**

TOTAL for DEPARTMENT 290

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2,142.24

**DEPARTMENT 292**

31564	NAPA AUTO PARTS	ENGINE COOLANT RESERVOIR CAP	16.23
31564	NAPA AUTO PARTS	WIPER BLADE	132.00
31564	NAPA AUTO PARTS	HD 50/50 AF 1 GAL	21.12
31564	NAPA AUTO PARTS	DEX COOL RTU COOLANT	17.38
31564	NAPA AUTO PARTS	WIPER BLADE	52.80
31564	NAPA AUTO PARTS	ENGINE OIL FILTER	13.65

01-201-26-292-260

*Fire Department*

**TOTAL FOR ACCOUNT**

**253.18**

31668	EDWARD'S TRADING POST, INC.	4' X 4' X 3/8' X 10' ANGLE	103.00
31564	NAPA AUTO PARTS	NAPA FLEET REAR DISC BRAKE PADS	85.54
31564	NAPA AUTO PARTS	DISC PAD	222.56
31564	NAPA AUTO PARTS	SYN GEAR OIL 75W140 Q	27.98
31564	NAPA AUTO PARTS	BRAKE FLUID DOT 5.1	26.64
31564	NAPA AUTO PARTS	NAPA PREMIUM REAR BRAKE ROTOR	281.44
31668	EDWARD'S TRADING POST, INC.	2 X 2 X 1/4 X 6' TUBE	45.00
31569	APPROVED AUTO ELECTRIC, INC	1000CCA DEKA BATTERY	189.90
31564	NAPA AUTO PARTS	BLISTER PACK CAPSULES	20.10
31564	NAPA AUTO PARTS	HYDFLUID	119.41
31563	NETCONG HARDWARE CO., INC.	ASSORTED FASTENERS	2.74
31568	SERVICE TIRE TRUCK CENTER, INC.	DISMOUNT/MOUNT NO VEHICLE	80.00
31566	DOVER BRAKE & CLUTCH CO., INC.	1.7' ROUND MINI AMBER CLEAR LENS LIGHT	53.25
31568	SERVICE TIRE TRUCK CENTER, INC.	DISMOUNT/MOUNT ON/OFF WHEEL VEHICLE	120.00
31568	SERVICE TIRE TRUCK CENTER, INC.	DISMOUNT/MOUNT/BALANCE - ON/OFF WHEEL &	118.00
31568	SERVICE TIRE TRUCK CENTER, INC.	LONGMARCH DL01 GOODYEAR LUG19	1,850.00

01-201-26-292-270

*DPW Fleet*

**TOTAL FOR ACCOUNT**

**3,345.56**

31564	NAPA AUTO PARTS	SHOCK - REFLEX - REAR	168.06
31564	NAPA AUTO PARTS	LENS RESTORATION SYSTEM	21.30
31564	NAPA AUTO PARTS	BELT - SERPENTINE	30.18
31564	NAPA AUTO PARTS	NAPA SILENTGUARD FRONT DISC BRAKE	39.73
31564	NAPA AUTO PARTS	NAPA PREMIUM FRONT BRAKE ROTOR	148.00
31564	NAPA AUTO PARTS	NAPA PREMIUM REAR BRAKE ROTOR	148.00
31564	NAPA AUTO PARTS	NAPA PREMIUM FRONT BRAKE ROTOR	148.00
31564	NAPA AUTO PARTS	NAPA SILENTGUARD FRONT DISC BRAKE	39.73
31564	NAPA AUTO PARTS	NAPA SILENTGUARD REAR DISC BRAKE	39.73
31564	NAPA AUTO PARTS	BRAKE PAD	-39.73
31568	SERVICE TIRE TRUCK CENTER, INC.	108V GOODYEAR EAGLE ENFORCER AV	552.00
31564	NAPA AUTO PARTS	NAPA NON-DETER 30 QT	8.67
31568	SERVICE TIRE TRUCK CENTER, INC.	DISMOUNT/MOUNT SPIN BALANCE - PASSENGER	104.00
31564	NAPA AUTO PARTS	QK EPOXY SYRINGE 25ML	9.66
31564	NAPA AUTO PARTS	NAPA GOLD ENGINE AIR FILTER	16.87
31564	NAPA AUTO PARTS	FUEL FILTER	31.80
31564	NAPA AUTO PARTS	HOWES DSL F/ADDITIVE	101.94
31564	NAPA AUTO PARTS	BELT - AIR CONDITIONING	33.35

01-201-26-292-280

*Police Dept. Fleet*

**TOTAL FOR ACCOUNT**

**1,601.29**

31592	LUBENET, LLC	W.W. - 20 FLUID - 55 GAL.	179.00
31564	NAPA AUTO PARTS	BRAKE HOSE - REAR	17.73

01-201-26-292-290

*SR Van Fleet*

**TOTAL FOR ACCOUNT**

**196.73**

31583	A & K EQUIPMENT CO., INC.	Asy, Body Hinge	461.84
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**List of Bills (Department/Account Detail) - (All Funds)**

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Account	PO #	Vendor	Description	Payment	Account Total
<b>DEPARTMENT 292</b>					
01-203-26-292-270	(2025)	DPW Fleet	TOTAL FOR ACCOUNT		461.84
					=====
<b>TOTAL for DEPARTMENT 292</b>					<b>5,858.60</b>

**DEPARTMENT 310**

31560	WB MASON CO., INC.	5 GALLON WATER JUGS - DEPOSIT	54.00		
31560	WB MASON CO., INC.	5 GALLON WATER JUGS - DEPOSIT	48.00		
31560	WB MASON CO., INC.	5 GALLON WATER JUGS	44.73		
31560	WB MASON CO., INC.	5 GALLON WATER JUGS - DEPOSIT	54.00		
31560	WB MASON CO., INC.	5 GALLON WATER JUGS	24.85		
31560	WB MASON CO., INC.	5 GALLON WATER JUGS - DEPOSIT	30.00		
31560	WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS - DEPOSIT	-54.00		
31560	WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS - DEPOSIT	-18.00		
31560	WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS	-44.73		
31560	WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS - DEPOSIT	-54.00		
31560	WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS - DEPOSIT	-18.00		
31560	WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS - DEPOSIT	-54.00		
31560	WB MASON CO., INC.	5 GALLON WATER JUGS	39.76		
31560	WB MASON CO., INC.	5 GALLON WATER JUGS	39.76		
31560	WB MASON CO., INC.	5 GALLON WATER JUGS - DEPOSIT	48.00		
31560	WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS - DEPOSIT	-42.00		
31560	WB MASON CO., INC.	5 GALLON WATER JUGS	44.73		
31560	WB MASON CO., INC.	CREDIT - 5 GALLON WATER JUGS - DEPOSIT	-54.00		
31811	AQUA NEW JERSEY	JANUARY 2026 LEE HILL WATER SERVICE	39.88		
31610	LOWE'S BUSINESS ACCOUNT	276813 TEKS #12 X 1-IN DRL PT RO	15.18		
31563	NETCONG HARDWARE CO., INC.	2PK A23 BATTERY	6.29		
31610	LOWE'S BUSINESS ACCOUNT	241572 HM WLD SIT 22 GA SHT 24X36	35.13		
31610	LOWE'S BUSINESS ACCOUNT	818866 9-OZ POWER GRAB ULTIMATE	9.48		
01-201-26-310-220	<i>Operating Maintenance</i>	TOTAL FOR ACCOUNT		195.06	
31580	TOMAR INDUSTRIES, INC.	ITEM #EMR-133 - "MY BAD" GLOVE W/TUNGSTE	57.50		
31580	TOMAR INDUSTRIES, INC.	MEN'S LEATHER PALM GLOVE W/COTTON KNIT W	28.00		
31580	TOMAR INDUSTRIES, INC.	ITEM #SRI-FG00010 - BOUNTY EQUIVALENT 2P	208.00		
31580	TOMAR INDUSTRIES, INC.	ITEM #MCS-SS-266 - NP6800-'EW' ROLL TOWE	264.00		
31580	TOMAR INDUSTRIES, INC.	ITEM #PPM-FRS3WDS60C - FRESH PRODUCTS WA	63.00		
31580	TOMAR INDUSTRIES, INC.	FUEL CHARGE	4.50		
01-201-26-310-244	<i>Janitorial Supplies</i>	TOTAL FOR ACCOUNT		625.00	
					=====
<b>TOTAL for DEPARTMENT 310</b>					<b>820.06</b>

**DEPARTMENT 335**

31658	SCMUA	01/20/2026 GARBAGE DISPOSAL	5,066.45		
31622	BLUE DIAMOND DISPOSAL, INC.	JANUARY 2026 GARBAGE CONTRACT	57,750.00		
31658	SCMUA	01/27/2026 GARBAGE DISPOSAL	3,875.54		
01-201-26-335-030	<i>GARBAGE CONTRACT</i>	TOTAL FOR ACCOUNT		66,691.99	
					=====
<b>TOTAL for DEPARTMENT 335</b>					<b>66,691.99</b>

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

Meeting Date: 02/17/2026 For bills from 01/31/2026 to 02/12/2026

Account	PO #	Vendor	Description	Payment	Account Total
<b>DEPARTMENT 375</b>					
01-201-28-375-208		31832 GANNETT NEW YORK/NEW JERSEY LOCALIQ	12/31/25-01/04/26 - 2026 RECREATION COMM	13.25	
		<i>Advertising</i>	<b>TOTAL FOR ACCOUNT</b>		<b>13.25</b>
					=====
<b>TOTAL for DEPARTMENT 375</b>					<b>13.25</b>

<b>DEPARTMENT 420</b>					
01-201-30-420-020		31728 AMAZON CAPITAL SERVICES	BAOFENG RADIO 888S WALKIE TALKIES RECHAR	93.99	
		<i>CELEBRATION PUBLIC EVENTS</i>	<b>TOTAL FOR ACCOUNT</b>		<b>93.99</b>
					=====
<b>TOTAL for DEPARTMENT 420</b>					<b>93.99</b>

<b>DEPARTMENT 430</b>					
01-201-31-430-658		31838 JCP&L	ANIMAL SHELTER	97.88	
		<i>Animal Control Utilities</i>	<b>TOTAL FOR ACCOUNT</b>		<b>97.88</b>
01-201-31-430-661		31818 JCP&L	NEIL GYLING - ACCT #100030508426	72.80	
		<i>P &amp; R Utilities</i>	<b>TOTAL FOR ACCOUNT</b>		<b>72.80</b>
01-201-31-430-663		31838 JCP&L	MUNICIPAL COMPLEX	1,795.29	
		31838 JCP&L	SCHOOL MUSEUM	6.71	
		<i>Publ Bldgs/Grounds Utilities</i>	<b>TOTAL FOR ACCOUNT</b>		<b>1,802.00</b>
01-201-31-430-670		31838 JCP&L	DPW GARAGE	1,315.56	
		<i>DPW Utilities</i>	<b>TOTAL FOR ACCOUNT</b>		<b>1,315.56</b>
01-203-31-430-619		31838 JCP&L	RESCUE SQUAD - FLASHING LIGHT	4.65	
		31838 JCP&L	RESCUE SQUAD	82.41	
		<i>(2025) Rescue Squad</i>	<b>TOTAL FOR ACCOUNT</b>		<b>87.06</b>
01-203-31-430-658		31838 JCP&L	ANIMAL SHELTER	93.64	
		<i>(2025) Animal Control Utilities</i>	<b>TOTAL FOR ACCOUNT</b>		<b>93.64</b>
01-203-31-430-663		31838 JCP&L	SCHOOL MUSEUM	6.06	
		31838 JCP&L	MUNICIPAL COMPLEX	2,003.71	
		<i>(2025) Publ Bldgs/Grounds Utilities</i>	<b>TOTAL FOR ACCOUNT</b>		<b>2,009.77</b>
01-203-31-430-670		31838 JCP&L	DPW GARAGE	1,044.33	
		<i>(2025) DPW Utilities</i>	<b>TOTAL FOR ACCOUNT</b>		<b>1,044.33</b>
					=====
<b>TOTAL for DEPARTMENT 430</b>					<b>6,523.04</b>

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

Meeting Date: 02/17/2026 For bills from 01/31/2026 to 02/12/2026

Account	PO #	Vendor	Description	Payment	Account Total
<b>DEPARTMENT 435</b>					
	31838	JCP&L	STREET LIGHTING - ACORN ST	78.91	
	31838	JCP&L	STREET LIGHTING - FOREST LAKES	21.80	
	31838	JCP&L	STREET LIGHTING - ASCOT MANOR	36.42	
	31838	JCP&L	STREET LIGHTING - RTE 206 & WATERLOO RD	91.59	
01-201-31-435-020		<b>STREET LIGHTING</b>	<b>TOTAL FOR ACCOUNT</b>		<b>228.72</b>
	31838	JCP&L	STREET LIGHTING - RTE 206 & WATERLOO RD	91.13	
	31838	JCP&L	STREET LIGHTING - ACORN ST	78.99	
01-203-31-435-020		<b>(2025) STREET LIGHTING</b>	<b>TOTAL FOR ACCOUNT</b>		<b>170.12</b>
					=====
<b>TOTAL for DEPARTMENT 435</b>					<b>398.84</b>

<b>DEPARTMENT 440</b>					
	31836	PLANET NETWORKS, INC.	MARCH 2026 BUSINESS FIBER INTERNET 250/2	99.95	
	31836	PLANET NETWORKS, INC.	MARCH 2026 STATIC IP ADDRESS	40.00	
01-201-31-440-601		<b>A&amp;E Utilities</b>	<b>TOTAL FOR ACCOUNT</b>		<b>139.95</b>
					=====
<b>TOTAL for DEPARTMENT 440</b>					<b>139.95</b>

<b>DEPARTMENT 446</b>					
	31844	ELIZABETHTOWN GAS	34 LEE HILL RD - ACCT #5628595432	486.81	
01-201-31-446-675		<b>Fire Dept Utilities</b>	<b>TOTAL FOR ACCOUNT</b>		<b>486.81</b>
					=====
<b>TOTAL for DEPARTMENT 446</b>					<b>486.81</b>

<b>DEPARTMENT 447</b>					
	31623	SJ FUEL SOUTH CO., INC.	01/06/2026 HEATING OIL DELIVERY - 295.70	660.95	
	31623	SJ FUEL SOUTH CO., INC.	01/29/2026 HEATING OIL DELIVERY - 269.00	745.99	
01-201-31-447-619		<b>Rescue Squad</b>	<b>TOTAL FOR ACCOUNT</b>		<b>1,406.94</b>
	31623	SJ FUEL SOUTH CO., INC.	01/30/2026 HEATING OIL DELIVERY - 173.70	469.01	
	31623	SJ FUEL SOUTH CO., INC.	01/06/2026 HEATING OIL DELIVERY - 188.00	420.22	
01-201-31-447-661		<b>P &amp; R Utilities</b>	<b>TOTAL FOR ACCOUNT</b>		<b>889.23</b>
	31623	SJ FUEL SOUTH CO., INC.	01/29/2026 HEATING OIL DELIVERY - 232.70	645.32	
	31623	SJ FUEL SOUTH CO., INC.	01/06/2026 HEATING OIL DELIVERY - 850.00	1,874.41	
01-201-31-447-663		<b>Publ Bldgs/Grounds Utilities</b>	<b>TOTAL FOR ACCOUNT</b>		<b>2,519.73</b>
	31623	SJ FUEL SOUTH CO., INC.	01/29/2026 HEATING OIL DELIVERY - 950.00	2,634.53	
	31623	SJ FUEL SOUTH CO., INC.	01/19/2026 HEATING OIL DELIVERY - 1,202.	2,761.25	
01-201-31-447-670		<b>DPW Utilities</b>	<b>TOTAL FOR ACCOUNT</b>		<b>5,395.78</b>
	31623	SJ FUEL SOUTH CO., INC.	01/30/2026 HEATING OIL DELIVERY - 177.60	479.55	
	31623	SJ FUEL SOUTH CO., INC.	01/06/2026 HEATING OIL DELIVERY - 833.30	1,862.58	

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

Meeting Date: 02/17/2026 For bills from 01/31/2026 to 02/12/2026

Account	PO #	Vendor	Description	Payment	Account Total
<b>DEPARTMENT 447</b>					
01-201-31-447-675		<i>Fire Dept Utilities</i>	<b>TOTAL FOR ACCOUNT</b>		<b>2,342.13</b>
					=====
<b>TOTAL for DEPARTMENT 447</b>					<b>12,553.81</b>
<b>DEPARTMENT 460</b>					
		31624 SJ FUEL SOUTH CO., INC.	01/07/2026 GASOLINE DELIVERY - 1,506.80	3,097.77	
		31624 SJ FUEL SOUTH CO., INC.	01/22/2026 GASOLINE DELIVERY - 1,686.30	3,745.03	
		31625 NATIONAL FUEL OIL, INC.	01/29/2026 DIESEL DELIVERY - 1,100.00 GA	3,170.53	
01-201-31-460-670		<i>DFW Utilities</i>	<b>TOTAL FOR ACCOUNT</b>		<b>10,013.33</b>
					=====
<b>TOTAL for DEPARTMENT 460</b>					<b>10,013.33</b>
<b>DEPARTMENT 465</b>					
		31658 SCMUA	01/20/2026 RECYCLING TAX	142.05	
		31658 SCMUA	01/27/2026 RECYCLING TAX	108.66	
01-201-32-465-000		<i>RECYCLING TAX APPROP.</i>	<b>TOTAL FOR ACCOUNT</b>		<b>250.71</b>
					=====
<b>TOTAL for DEPARTMENT 465</b>					<b>250.71</b>
<b>DEPARTMENT 740</b>					
		27576 FRENCH & PARRELLO ASSOCIATES, PA	DECEMBER 2025 PROFESSIONAL SERVICES - CO	2,283.75	
		27576 FRENCH & PARRELLO ASSOCIATES, PA	DECEMBER 2025 PROFESSIONAL SERVICES - CO	1,755.00	
		27576 FRENCH & PARRELLO ASSOCIATES, PA	DECEMBER 2025 PROFESSIONAL SERVICES - CO	145.00	
		27576 FRENCH & PARRELLO ASSOCIATES, PA	DECEMBER 2025 PROFESSIONAL SERVICES - CO	325.00	
01-213-07-740-001002		<i>OS &amp; Recreation Plan - CO Park (15)</i>	<b>TOTAL FOR ACCOUNT</b>		<b>4,508.75</b>
		30397 COLLIERS ENGINEERING & DESIGN, INC.	DECEMBER 2025 SERVICES - 4TH ROUND HOUSI	1,095.00	
		30397 COLLIERS ENGINEERING & DESIGN, INC.	JANUARY 2026 SERVICES - 4TH ROUND HOUSIN	475.00	
01-213-07-740-001005		<i>Housing Element &amp; Fair Share Plan (1)</i>	<b>TOTAL FOR ACCOUNT</b>		<b>1,570.00</b>
		31822 HAROLD E. PELLOW & ASSOCIATES,	PREPARE DRAINAGE LAYOUT	552.00	
		31822 HAROLD E. PELLOW & ASSOCIATES,	REV/IMP STORMWATER MANAGEMENT RULES	217.50	
		31822 HAROLD E. PELLOW & ASSOCIATES,	PROJECT MANAGEMENT	145.00	
		31822 HAROLD E. PELLOW & ASSOCIATES,	DRAFT PLAN	150.00	
		31822 HAROLD E. PELLOW & ASSOCIATES,	PREP NJDEPE REPORTS	217.50	
		31822 HAROLD E. PELLOW & ASSOCIATES,	PREPARE GIS MAPPING	375.00	
01-213-07-740-001006		<i>Stormwater Mgmt - East Brookwood (14)</i>	<b>TOTAL FOR ACCOUNT</b>		<b>1,657.00</b>
					=====
<b>TOTAL for DEPARTMENT 740</b>					<b>7,735.75</b>

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

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Account	PO #	Vendor	Description	Payment	Account Total
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**Developers Escrow (TD Bank)**

**DEPARTMENT 000**

		31784 HAROLD E. PELLOW & ASSOCIATES,	QUARRY INSPECTION	371.00	
		31784 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	145.00	
03-286-56-000-021		<i>Tilcon Quarry, Inc. - #72000-89433</i>	<b>TOTAL FOR ACCOUNT</b>		<b>516.00</b>
					=====
<b>TOTAL for DEPARTMENT 000</b>					<b>516.00</b>

**Capital**

**DEPARTMENT 042**

		30780 TILCON NEW YORK, INC.	FINAL DRAWDOWN	57,353.89	
		30780 TILCON NEW YORK, INC.	FINAL DRAWDOWN	12,457.87	
04-215-55-042-000		<i>VARIOUS STREET IMPROVEMENTS (004-2022)</i>	<b>TOTAL FOR ACCOUNT</b>		<b>69,811.76</b>
					=====
<b>TOTAL for DEPARTMENT 042</b>					<b>69,811.76</b>

**Sewer**

**DEPARTMENT 502**

		31641 NOR. JERSEY MUN EMP BENFT FUND	MARCH 2026 DENTAL INSURANCE PREMIUMS - C	57.60	
05-201-55-502-230		<i>Group Insurance</i>	<b>TOTAL FOR ACCOUNT</b>		<b>57.60</b>
		31814 JCP&L	SEWER STATION - ACCT #100000072254	153.35	
		31815 JCP&L	SEWER STATION - ACCT #100000072452	57.81	
		31816 JCP&L	SEWER STATION - ACCT #100000100212	325.77	
		31817 JCP&L	SEWER STATION - ACCT #100000101160	245.63	
05-201-55-502-687		<i>Electricity</i>	<b>TOTAL FOR ACCOUNT</b>		<b>782.56</b>
					=====
<b>TOTAL for DEPARTMENT 502</b>					<b>840.16</b>

**Animal Trust**

**DEPARTMENT 000**

		31718 HOPATCONG, BOROUGH OF	09/21/2025 - 30 ACORN ST - DOG BOARDING	245.00	
		31718 HOPATCONG, BOROUGH OF	12/22/2025 - WATERLOO RD - CAT MEDICAL F	237.10	
		31718 HOPATCONG, BOROUGH OF	12/22/2025 - WATERLOO RD - CAT BOARDING	175.00	
12-286-56-000-001		<i>Reserve - Dog Trust</i>	<b>TOTAL FOR ACCOUNT</b>		<b>657.10</b>
					=====
<b>TOTAL for DEPARTMENT 000</b>					<b>657.10</b>

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

Meeting Date: 02/17/2026 For bills from 01/31/2026 to 02/12/2026

Account	PO #	Vendor	Description	Payment	Account Total
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**Open Space Trust**

**DEPARTMENT 000**

		31832 GANNETT NEW YORK/NEW JERSEY LOCALIQ	12/31/25-01/04/26 - 2026 OPEN SPACE MEET	13.25	
		31783 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	154.00	
		31783 HAROLD E. PELLOW & ASSOCIATES,	PREP NJDEP REPOSTS	106.00	
17-286-56-000-001		<b>Reserve - Open Space</b>	<b>TOTAL FOR ACCOUNT</b>		<b>273.25</b>
					=====
<b>TOTAL for DEPARTMENT 000</b>					<b>273.25</b>

**Other Trust**

**DEPARTMENT 000**

		31825 BRIANT, RICHARD CHARLES	TEMPORARY FIRE SUBCODE	135.00	
		31825 BRIANT, RICHARD CHARLES	TEMPORARY FIRE SUBCODE	135.00	
		31825 BRIANT, RICHARD CHARLES	TEMPORARY FIRE SUBCODE	135.00	
		31825 BRIANT, RICHARD CHARLES	TEMPORARY FIRE SUBCODE	135.00	
		31825 BRIANT, RICHARD CHARLES	TEMPORARY FIRE SUBCODE	135.00	
		31637 KONICA MINOLTA PREMIER FINANCE	JANUARY 2026 CLICKS	19.45	
		31637 KONICA MINOLTA PREMIER FINANCE	FEBRUARY 2026 LEASE PAYMENT	46.61	
		31825 BRIANT, RICHARD CHARLES	TEMPORARY FIRE SUBCODE	135.00	
19-286-56-000-421		<b>Uniform Construction Code - Other Expenses</b>	<b>TOTAL FOR ACCOUNT</b>		<b>876.06</b>
		31641 NOR. JERSEY MUN EMP BENFT FUND	MARCH 2026 DENTAL INSURANCE PREMIUMS - C	113.00	
19-286-56-000-422		<b>Uniform Construction Code - Fringe Benefits</b>	<b>TOTAL FOR ACCOUNT</b>		<b>113.00</b>
					=====
<b>TOTAL for DEPARTMENT 000</b>					<b>989.06</b>

**Recreation Trust**

**DEPARTMENT 011**

		31184 QUEENS BALLPARK COMPANY, LLC	2026 SEASON PRIORITY ACCESS DEPOSIT	500.00	
20-286-56-011-001		<b>CONSIGNMENT TICKETS</b>	<b>TOTAL FOR ACCOUNT</b>		<b>500.00</b>
					=====
<b>TOTAL for DEPARTMENT 011</b>					<b>500.00</b>

**DEPARTMENT 016**

		31725 THE ABC'S OF ART	ERIK HANSELL - JANUARY 2026	100.00	
		31725 THE ABC'S OF ART	JOSEPHINE HANSELL - JANUARY 2026	100.00	
		31725 THE ABC'S OF ART	MAVERICK TOBIN - JANUARY 2026	100.00	
		31725 THE ABC'S OF ART	LEONARDO LANDI - JANUARY 2026	100.00	
		31725 THE ABC'S OF ART	CADE MULVANEY - JANUARY 2026	100.00	
		31725 THE ABC'S OF ART	COLLIN MULVANEY - JANUARY 2026	100.00	
20-286-56-016-003		<b>ART</b>	<b>TOTAL FOR ACCOUNT</b>		<b>600.00</b>
					=====
<b>TOTAL for DEPARTMENT 016</b>					<b>600.00</b>

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

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Account	P0 #	Vendor	Description	Payment	Account Total
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**DEPARTMENT 300**

		31698 MINI MOVERS DANCE, LLC	DECEMBER 2025 MINI MOVERS HIP HOP DANCE	156.00	
		31698 MINI MOVERS DANCE, LLC	DECEMBER 2025 MINI MOVERS BALLET DANCE C	78.00	
		31697 MINI MOVERS DANCE, LLC	NOVEMBER 2025 MINI MOVERS BALLET DANCE C	78.00	
		31829 MINI MOVERS DANCE, LLC	JANUARY 2026 HIP HOP DANCE CLASSES	117.00	
		31829 MINI MOVERS DANCE, LLC	JANUARY 2026 BALLET DANCE CLASSES	117.00	
		31697 MINI MOVERS DANCE, LLC	NOVEMBER 2025 MINI MOVERS HIP HOP DANCE	117.00	
20-286-56-300-001		<b>DANCE CLASSES</b>	<b>TOTAL FOR ACCOUNT</b>		<b>663.00</b>
		31812 VAIA, ALEXANDRA	02/01/2026 & 02/08/2026 BEGINNER STAINED	480.00	
20-286-56-300-002		<b>ADULT ART CLASSES</b>	<b>TOTAL FOR ACCOUNT</b>		<b>480.00</b>
					=====
<b>TOTAL for DEPARTMENT 300</b>					<b>1,143.00</b>

**DEPARTMENT 800**

		31770 ROCKAWAY LANES, INC.	2 HOURS BOWLING - PIZZA & SOFT DRINKS	756.00	
		31770 ROCKAWAY LANES, INC.	ADDITIONAL PITCHER OF SOFT DRINKS	10.00	
20-286-56-800-002		<b>BOWLING</b>	<b>TOTAL FOR ACCOUNT</b>		<b>766.00</b>
					=====
<b>TOTAL for DEPARTMENT 800</b>					<b>766.00</b>

**Developers Escrow - VNB**

**DEPARTMENT 001**

		31788 HAROLD E. PELLOW & ASSOCIATES,	PREPARE PERMIT APPLICATION	112.50	
		31787 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	145.00	
		31767 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	385.00	
		31767 HAROLD E. PELLOW & ASSOCIATES,	PREPARE COST ESTIMATES	290.00	
		31787 HAROLD E. PELLOW & ASSOCIATES,	INSPECT SITE PLAN/SUBDIVISION	115.50	
		31767 HAROLD E. PELLOW & ASSOCIATES,	ONSITE FIELD CHECK	145.00	
		31790 HAROLD E. PELLOW & ASSOCIATES,	PREPARE PERMIT APPLICATION	112.50	
		31789 HAROLD E. PELLOW & ASSOCIATES,	PREPARE PERMIT APPLICATION	112.50	
		31787 HAROLD E. PELLOW & ASSOCIATES,	PREPARE PERMIT APPLICATION	382.50	
24-280-56-001		<b>Elizabethtown Gas Co. - #9707753709</b>	<b>TOTAL FOR ACCOUNT</b>		<b>1,800.50</b>
					=====
<b>TOTAL for DEPARTMENT 001</b>					<b>1,800.50</b>

**DEPARTMENT 016**

		31797 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	120.00	
		31797 HAROLD E. PELLOW & ASSOCIATES,	INSPECT BOND FOR CO	60.00	
24-280-56-016		<b>Weber Bros. Prop. LLC - #9707751164</b>	<b>TOTAL FOR ACCOUNT</b>		<b>180.00</b>
					=====
<b>TOTAL for DEPARTMENT 016</b>					<b>180.00</b>

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

Meeting Date: 02/17/2026 For bills from 01/31/2026 to 02/12/2026

Account	PO #	Vendor	Description	Payment	Account Total
<b>DEPARTMENT 044</b>					
		31839 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	412.50	
		31839 HAROLD E. PELLOW & ASSOCIATES,	PREPARE REPORTS/MEMOS	145.00	
		31839 HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	72.50	
24-280-56-044		<i>Robert Gockeler - #9707754329</i>	<b>TOTAL FOR ACCOUNT</b>		<b>630.00</b>
					=====
<b>TOTAL for DEPARTMENT 044</b>					<b>630.00</b>

<b>DEPARTMENT 141</b>					
		31798 HAROLD E. PELLOW & ASSOCIATES,	MEETING/REVIEW W/CLIENT	120.00	
24-280-56-141		<i>Diane Carkhuff - #9707752551</i>	<b>TOTAL FOR ACCOUNT</b>		<b>120.00</b>
					=====
<b>TOTAL for DEPARTMENT 141</b>					<b>120.00</b>

<b>DEPARTMENT 177</b>					
		31826 MARAZITI FALCON, LLP	COMMUNICATIONS W/R. MCBRIAR REGARDING PR	52.50	
		31826 MARAZITI FALCON, LLP	REVIEW PRESTIA APPLICATION IN PREPARATIO	122.50	
		31826 MARAZITI FALCON, LLP	REVIEW NOTES, MINUTES & APPLICATION & RE	87.50	
		31826 MARAZITI FALCON, LLP	REVIEW COMMENTS & REVISE RESOLUTION FOR	262.50	
		31826 MARAZITI FALCON, LLP	REVIEW APPLICATION DOCUMENTS & DRAFT RES	385.00	
		31826 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. PHILLIPS; REVISE RES	35.00	
		31826 MARAZITI FALCON, LLP	COMMUNICATIONS W/C. STONER & APPLICANT'S	70.00	
		31826 MARAZITI FALCON, LLP	11/06/2025 - ATTENDANCE AT PUBLIC HEARIN	105.00	
		31826 MARAZITI FALCON, LLP	COMMUNICATIONS W/R. MCBRIAR REGARDING CO	52.50	
24-280-56-177		<i>Philip Prestia - #9707751072</i>	<b>TOTAL FOR ACCOUNT</b>		<b>1,172.50</b>
		31614 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & DEEDS & DRAFTING OF E	180.00	
		31614 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL FROM ROBERT MCBRIAR REG	135.00	
		31614 VOGEL, CHAIT, COLLINS AND SCHNEIDER	REVIEW OF E-MAIL & DRAFTING OF E-MAIL RE	135.00	
24-280-56-177-001		<i>Philip Prestia - Easement &amp; Lot Line Adj</i>	<b>TOTAL FOR ACCOUNT</b>		<b>450.00</b>
					=====
<b>TOTAL for DEPARTMENT 177</b>					<b>1,622.50</b>

<b>DEPARTMENT 182</b>					
		31785 HAROLD E. PELLOW & ASSOCIATES,	PREPARE REPORTS/MEMOS	72.50	
24-280-56-182-002		<i>Francis &amp; Louis</i>	<b>TOTAL FOR ACCOUNT</b>		<b>72.50</b>
					=====
<b>TOTAL for DEPARTMENT 182</b>					<b>72.50</b>

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

Meeting Date: 02/17/2026 For bills from 01/31/2026 to 02/12/2026

Account	PO #	Vendor	Description	Payment	Account Total
<b>DEPARTMENT 230</b>					
	31799	HAROLD E. PELLOW & ASSOCIATES,	INSPECT BOND FOR CO	210.00	
	31799	HAROLD E. PELLOW & ASSOCIATES,	REVIEW REPORTS/CORRESPONDENCE	120.00	
	31799	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	72.50	
24-280-56-230		<i>Cartridge Actuated Devices, Inc. - #7113</i>	<b>TOTAL FOR ACCOUNT</b>		<b>402.50</b>
					=====
<b>TOTAL for DEPARTMENT 230</b>					<b>402.50</b>
<b>DEPARTMENT 260</b>					
	31591	COLLIERS ENGINEERING & DESIGN, INC.	PLANNING REVIEW	675.00	
	31591	COLLIERS ENGINEERING & DESIGN, INC.	REVIEW APPLICATION	225.00	
24-280-56-260		<i>Joshua Ascii Guerra - #1137546903</i>	<b>TOTAL FOR ACCOUNT</b>		<b>900.00</b>
					=====
<b>TOTAL for DEPARTMENT 260</b>					<b>900.00</b>
<b>DEPARTMENT 265</b>					
	31840	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	240.00	
	31840	HAROLD E. PELLOW & ASSOCIATES,	PREPARE REPORTS/MEMOS	72.50	
24-280-56-265		<i>Marcelino Lopez - #1169480710</i>	<b>TOTAL FOR ACCOUNT</b>		<b>312.50</b>
					=====
<b>TOTAL for DEPARTMENT 265</b>					<b>312.50</b>
<b>DEPARTMENT 270</b>					
	31691	COLLIERS ENGINEERING & DESIGN, INC.	REVIEW APPLICATION	315.00	
	31691	COLLIERS ENGINEERING & DESIGN, INC.	PLANNING REVIEW	525.00	
24-280-56-270		<i>JAM Hospitality Group - #9140134811</i>	<b>TOTAL FOR ACCOUNT</b>		<b>840.00</b>
					=====
<b>TOTAL for DEPARTMENT 270</b>					<b>840.00</b>
<b>DEPARTMENT 274</b>					
	31800	HAROLD E. PELLOW & ASSOCIATES,	PREPARE REPORTS/MEMOS	72.50	
	31800	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	72.50	
	31800	HAROLD E. PELLOW & ASSOCIATES,	APPLICATION & PLAN REVIEW	150.00	
24-280-56-274		<i>Karma Van Fleet - #1577453809</i>	<b>TOTAL FOR ACCOUNT</b>		<b>295.00</b>
					=====
<b>TOTAL for DEPARTMENT 274</b>					<b>295.00</b>

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

Meeting Date: 02/17/2026 For bills from 01/31/2026 to 02/12/2026

Account	PO #	Vendor	Description	Payment	Account Total
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**TOWNSHIP OF BYRAM  
ORDINANCE # 003-2026**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF BYRAM  
AMENDING CHAPTER 215 ENTITLED “ SITE PLAN AND SUBDIVISION REVIEW”  
TO DELETE ARTICLE XIII ENTITLED “DEVELOPMENT FEES”AND CHAPTER  
240 ENTITLED “ZONING” OF THE CODE OF THE TOWNSHIP OF BYRAM TO  
DELETE SECTIONS 240-81 ENTITLED “AFFORDABLE HOUSING” AND SECTION  
240-82 ENTITLED “MANDATORY SETASIDE OF UNITS” AND RELATED  
SECTIONS 249-83 THROUGH 92 AND TO REPLACE THEM IN THEIR ENTIRETY  
WITH A NEW SECTION 240-81 ENTITLED  
“AFFORDABLE HOUSING”**

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

**Section 1:** Chapter 215 entitled “Site Plan and Subdivsion Review” is hereby amended to delete Article XIII entitled “Development Fees” and to amend Chapter 240 entitled “Zoning” to delete Sections 240-81 through 92 and to replace them in their entirety with the following new section “240-81” entitled “Affordable Housing” and Section numbers 215 Article XIII and 240-82 through 92 are reserved in the code.

240-81 Affordable Housing

A. Introduction & Applicability

1. This section of the Code sets forth regulations regarding the very low-, low- and moderate-income housing units in *Byram* consistent with the provisions outlined in P.L 2024, Chapter 2, including the amended Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-301 et seq., as well as the Department of Community Affairs, Division of Local Planning Services (“LPS”) at N.J.A.C. 5:99 et seq., statutorily upheld existing regulations of the now-defunct Council on Affordable Housing (“COAH”) at N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls (“UHAC”) at N.J.A.C. 5:80-26.1 et seq., and as reflected in the adopted municipal Fourth Round Housing Element and Fair Share Plan (“HEFSP”).

2. This Ordinance is intended to ensure that very low-, low- and moderate-income units (“affordable units”) are created with controls on affordability over time and that very low-, low- and moderate-income households shall occupy these units pursuant to statutory requirements. This Ordinance shall apply to all inclusionary developments, individual affordable units, and 100% affordable housing developments except where inconsistent with applicable law. Low-Income Housing Tax Credit financed developments shall adhere to the provisions set forth below in item 5.c. below.

3. The *Byram* Planning Board has adopted a HEFSP pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan describes the ways the municipality

shall address its fair share of very low-, low- and moderate-income housing as approved by the Superior Court and documented in the Housing Element.

4. This Ordinance implements and incorporates the relevant provisions of the HEFSP and addresses the requirements of P.L 2024, Chapter 2, the FHA, N.J.A.C. 5:99, NJ Supreme Court upheld COAH regulations at N.J.A.C. 5:93 and 5:97, and UHAC at N.J.A.C. 5:80-26.1, as may be amended and supplemented.

#### 5. Applicability

a. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created pursuant to the municipality's most recently adopted HEFSP.

b. This Ordinance shall apply to all developments that contain very low-, low- and moderate-income housing units included in the Municipal HEFSP, including any unanticipated future developments that will provide very low-, low- and moderate-income housing units.

c. Projects receiving federal Low Income Housing Tax Credit financing and are proposed for credit shall comply with the low/moderate split and bedroom distribution requirements, maximum initial rents and sales prices requirements, affirmative fair marketing requirements of UHAC at N.J.A.C. 5:80-26.16 and the length of the affordability controls applicable to such projects shall be not less than a 30-year compliance period plus a 15-year extended-use period, for a total of not less than 45 years.

#### B. Definitions

As used herein the following terms shall have the following meanings:

“Accessory apartments” means a residential dwelling unit that provides complete independent living facilities with a private entrance for one or more persons, consisting of provisions for living, sleeping, eating, sanitation, and cooking, including a stove and refrigerator, and is located within a proposed preexisting primary dwelling, within an existing or proposed structure that is an accessory to a dwelling on the same lot, constructed in whole or part as an extension to a proposed or existing primary dwelling, or constructed as a separate detached structure on the same lot as the existing or proposed primary dwelling. Accessory apartments are also referred to as “accessory dwelling units.”

“Act” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Adaptable” means constructed in compliance with the technical design standards of the barrier free subcode adopted by the Commissioner of Community Affairs pursuant to the “State

Uniform Construction Code Act,” P.L.1975, c. 217 (C.52:27D-119 et seq.) and in accordance with the provisions of section 5 of P.L.2005, c. 350 (C.52:27D-123.15).

“Administrative agent” means the entity approved by the Division responsible for the administration of affordable units, in accordance with N.J.A.C. 5:99-7, and UHAC at N.J.A.C. 5:80-26.15.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.16.

“Affirmative Marketing Plan” means the municipally adopted plan of strategies from which the administrative agent will choose to implement as part of the Affirmative Marketing requirements.

“Affirmative Marketing Process” or “Program” means the actual undertaking of Affirmative Marketing activities in furtherance of each project with very low- low- and moderate-income units.

“Affordability assistance” means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner’s association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5.

“Affordability average” means an average of the percentage of regional median income at which restricted units in an affordable development are affordable to low- and moderate-income households.

“Affordable” means, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

“Affordable housing development” means a development included in a municipality’s housing element and fair share plan, and includes, but is not limited to, an inclusionary development, a municipally sponsored affordable housing project, or a 100 percent affordable development. This includes developments with affordable units on-site, off-site, or provided as a payment in-lieu of construction only if such a payment-in-lieu option has been previously approved by the Program or Superior Court as part of the HEFSP. Payments in lieu of construction were invalidated per P.L. 2024, c.2.

“Affordable Housing Dispute Resolution Program” or “the Program” refers to the dispute resolution program established pursuant to N.J.S.A. 52:27D-313.2.

“Affordable Housing Monitoring System” or “AHMS” means the Department’s cloud-based software application, which shall be the central repository for municipalities to use for reporting detailed information regarding affordable housing developments, affordable housing

unit completions, and the collection and expenditures of funds deposited into the municipal affordable housing trust fund.

“Affordable Housing Trust Fund” or “AHTF” means that non-lapsing, revolving trust fund established in DCA pursuant to N.J.S.A. 52:27D-320 and N.J.A.C. 5:43 to be the repository of all State funds appropriated for affordable housing purposes. All references to the “Neighborhood Preservation Non-lapsing Revolving Fund” and “Balanced Housing” mean the AHTF.

“Affordable unit” means a housing unit proposed or developed pursuant to the Act, including units created with municipal affordable housing trust funds.

“Age-restricted housing” means a housing unit that is designed to meet the needs of, and is exclusively for, an age-restricted segment of the population such that: 1. All the residents of the development where the unit is situated are 62 years or older; 2. At least 80 percent of the units are occupied by one person that is 55 years or older; or 3. The development has been designated by the Secretary of HUD as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L.1983, c. 530 (C.55:14K-1 et seq.).

“Assisted living residence” means a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to ensure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor. Apartment units must offer, at a minimum, one unfurnished room, a private bathroom, a kitchenette, and a lockable door on the unit entrance.

“Barrier-free escrow” means the holding of funds collected to adapt affordable unit entrances to be accessible in accordance with N.J.S.A. 52:27D-311a et seq. Such funds shall be held in a municipal affordable housing trust fund pursuant to N.J.A.C. 5:99-2.6.

“Builder’s remedy” means court-imposed site-specific relief for a litigant who seeks to build affordable housing for which the court requires a municipality to utilize zoning techniques, such as mandatory set-asides or density bonuses, including techniques which provide for the economic viability of a residential development by including housing that is not for low- and moderate-income households.

“Certified household” means a household that has been certified by an administrative agent as a very-low-income household, a low-income household, or a moderate-income household. “CHOICE” means the no-longer-active Choices in Homeownership Incentives for Everyone Program, as it was authorized by the Agency.

“COAH” or the “Council” means the Council on Affordable Housing established in, but not of, DCA pursuant to the Act and that was abolished effective March 20, 2024, pursuant to section 3 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1).

“Commissioner” means the Commissioner of the Department of Community Affairs.

“Compliance certification” means the certification obtained by a municipality pursuant to section 3 of P.L.2024, c. 2 (C.52:27D-304.1), that protects the municipality from exclusionary zoning litigation during the current round of present and prospective need and through July 1 of the year the next round begins, which is also known as a “judgment of compliance” or “judgment of repose.” The term “compliance certification” shall include a judgment of repose granted in an action filed pursuant to section 13 of P.L.1985, c. 222 (C.52:27D-313).

“Construction” means new construction and additions, but does not include alterations, reconstruction, renovations, conversion, relocation, or repairs, as those terms are defined in the State Uniform Construction Code promulgated pursuant to the State Uniform Construction Code Act, P.L. 1975, c. 217(N.J.S.A. 52:27D-119 et seq.).

“County-level housing judge” means a judge appointed pursuant to section 5 at P.L. 2024, c. 2, to resolve disputes over the compliance of municipal fair share affordable housing obligations and municipal Fair Share plans and housing elements with the Act.

“DCA” and “Department” mean the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Department” means the New Jersey Department of Community Affairs.

“Developer” means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any building or other structure, or of any mining, excavation, or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Development fee” means money paid by a developer for the improvement of residential and non-residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and 40:55D-8.1 through 40:55D-8.7 and N.J.A.C. 5:99-3.

“Dispute Resolution Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 at P.L. 2024, c. 2 (N.J.S.A. 52:27D-313.2).

“Division” means the Division of Local Planning Services within the Department of Community Affairs.

“Emergent opportunity” means a circumstance that has arisen whereby affordable housing will be able to be produced through a delivery mechanism not originally contemplated by or included in a fair share plan that has been the subject of a compliance certification.

“Equalized assessed value” or “EAV” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 at P.L. 1973, c. 123 (N.J.S.A. 54:1-35a, 54:1-35b, and 54:1-35c). Estimates at the time of building permit may be obtained by the tax assessor using construction cost estimates. Final EAV shall be determined at project completion by the municipal assessor.

“Equity share amount” means the product of the price differential and the equity share, with the equity share being the whole number of years that have elapsed since the last non-exempt sale of a restricted ownership unit, divided by 100, except that the equity share may not be less than five percent and may not exceed 30 percent.

“Exit sale” means the first authorized non-exempt sale of a restricted unit following the end of the control period, which sale terminates the affordability controls on the unit.

“Exclusionary zoning litigation” means litigation challenging the fair share plan, housing element, ordinances, or resolutions that implement the fair share plan or housing element of a municipality based on alleged noncompliance with the Act or the Mount Laurel doctrine, which litigation shall include, but shall not be limited to, litigation seeking a builder’s remedy.

“Extension of expiring controls” means extending the deed restriction period on units where the controls will expire in the current round of a housing obligation, so that the total years of a deed restriction is at least 60 years.

“Fair share obligation” means the total of the present need and prospective need, including prior rounds, as determined by the Affordable Housing Dispute Resolution Program, or a court of competent jurisdiction.

“Fair share plan” means the plan or proposal, with accompanying ordinances and resolutions, by which a municipality proposes to satisfy its constitutional obligation to create a realistic opportunity to meet its fair share of low- and moderate-income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low - and moderate-income housing, as provided in the municipal housing element, and which addresses the development regulations necessary to implement the housing element, including, but not limited to, inclusionary requirements and development fees, and the elimination of unnecessary housing cost-generating features from the municipal land use ordinances and regulations.

“FHA” means the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.

“Green Building Strategies” means the strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

“HMFA” or “the Agency” means the New Jersey Housing and Mortgage Finance Agency established pursuant to P.L. 1983, c. 530 (N.J.S.A. 55:14K-1 et seq.).

“Household income” means a household’s gross annual income calculated in a manner consistent with the determination of annual income pursuant to section 8 of the United States Housing Act of 1937 (Section 8), not in accordance with the determination of gross income for Federal income tax liability.

“Housing element” means the portion of a municipality’s master plan adopted in accordance with the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-28.b(3) and the Act consisting of reports, statements proposals, maps, diagrams, and text designed to meet the municipality’s fair share of its region’s present and prospective housing needs, particularly with regard to low- and moderate-income housing, which shall include the municipal present and prospective obligation for affordable housing, determined pursuant to subsection f. at N.J.S.A. 52:27D-304.1.

“Housing region” means a geographic area established pursuant to N.J.S.A. 52:27D-304.2b.

“Inclusionary development” means a residential housing development in which a substantial percentage of the housing units are provided for a reasonable income range of low- and moderate- income households.

“Judgment of compliance” or “judgment for repose” means a determination issued by the Superior Court approving a municipality’s fair share plan to satisfy its affordable housing obligation for a particular 10-year round.

“Low-income household” means a household with a household income equal to 50 percent or less of the regional median income.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

“Mixed use development” means any development that includes both a non-residential development component and a residential development component, and shall include developments for which: (1)there is a common developer for both the residential development

component and the non-residential development component, provided that for purposes of this definition, multiple persons and entities maybe considered a common developer if there is a contractual relationship among them obligating each entity to develop at least a portion of the residential or non-residential development, or both, or otherwise to contribute resources to the development; and (2) the residential and non-residential developments are located on the same lot or adjoining lots, including, but not limited to, lots separated by a street, a river, or another geographical feature.

“Moderate-income household” means a household with a household income in excess of 50 percent but less than 80 percent of the regional median income.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“MONI” means the no-longer-active Market Oriented Neighborhood Investment Program, as it was authorized by the Agency.

“Municipal housing liaison” or “MHL” means an appointed municipal employee who is, pursuant to N.J.A.C. 5:99-6, responsible for oversight and/or administration of the affordable units created within the municipality.

“Municipal affordable housing trust fund” means a separate, interest-bearing account held by a municipality for the deposit of development fees, payments in lieu of constructing affordable units on sites zoned for affordable housing previously approved prior to March 20, 2024 (per P.L. 2024, c.2), barrier-free escrow funds, recapture funds, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, enforcement fines, unexpended RCA funds remaining from a completed RCA project, application fees, and any other funds collected by the municipality in connection with its affordable housing programs, which shall be used to address municipal low- and moderate-income housing obligations within the time frames established by the Legislature and this chapter.

“Municipal development fee ordinance” means an ordinance adopted by the governing body of a municipality that authorizes the collection of development fees.

“New construction” means the creation of a new housing unit under regulation by a code enforcement official regardless of the means by which the unit is created. Newly constructed units are evidenced by the issuance of a certificate of occupancy and may include new residences created through additions and alterations, adaptive reuse, subdivision, or conversion of existing space, and moving a structure from one location to another.

“New Jersey Affordable Housing Trust Fund” means an account established pursuant to N.J.S.A. 52:27D-320.

“New Jersey Housing Resource Center” or “Housing Resource Center” means the online affordable housing listing portal, or its successor, overseen by the Agency pursuant to N.J.S.A. 52:27D-321.3 et seq.

“95/5 restriction” means a deed restriction governing a restricted ownership unit that is part of a housing element that received substantive certification from COAH pursuant to N.J.A.C. 5:93, as it was in effect at the time of the receipt of substantive certification, before October 1, 2001, or any other deed restriction governing a restricted ownership unit with a seller repayment option requiring 95 percent of the price differential to be paid to the municipality or an instrument of the municipality at the closing of a sale at market price.

“Non-exempt sale” means any sale or transfer of ownership of a restricted unit to one’s self or to another individual other than the transfer of ownership between spouses or civil union partners; the transfer of ownership between former spouses or civil union partners ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary; and the transfer of ownership by court order.

“Nonprofit” means an organization granted nonprofit status in accordance with section 501(c)(3) of the Internal Revenue Code.

“Non-residential development” means:

Any building or structure, or portion thereof, including, but not limited to, any appurtenant improvements, which is designated to a use group other than a residential use group according to the State Uniform Construction Code, N.J.A.C. 5:23, promulgated to effectuate the State uniform Construction Code Act, N.J.S.A. 52:27D-119 et seq., including any subsequent amendments or revisions thereto;

Hotels, motels, vacation timeshares, and child-care facilities; and

The entirety of all continuing care facilities within a continuing care retirement community which is subject to the Continuing Care Retirement Community Regulation and Financial Disclosure Act, N.J.S.A.52:27D-330 et seq.

“Non-residential development fee” means the fee authorized to be imposed pursuant to N.J.S.A. 40:55D-8.1 through 40:55D-8.7.

“Order for repose” means the protection a municipality has from a builder’s remedy lawsuit for a period of time from the entry of a judgment of compliance by the Superior Court. A judgment of compliance often results in an order for repose.

“Payment in lieu of constructing affordable units” means the prior approval of the payment of funds to the municipality by a developer when affordable units are were not produced on a

site zoned for an inclusionary development. The statutory permission for payments in lieu of constructing affordable units was eliminated per P.L. 2024, c.2.

“Prospective need” means a projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities. Prospective need shall be determined by the methodology set forth pursuant to sections 6 and 7 of P.L.2024, c. 2 (C.52:27D-304.2 and C.52:27D-304.3) for the fourth round and all future rounds of housing obligations.

“Qualified Urban Aid Municipality” means a municipality that meets the criteria established pursuant to N.J.S.A. 52:27D-304.3.c(1).

“Person with a disability” means a person with a physical disability, infirmity, malformation, or disfigurement which is caused by bodily injury, birth defect, aging, or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, the inability to speak or a speech impairment, or physical reliance on a service animal, wheelchair, or other remedial appliance or device.

“Price differential” means the difference between the controlled sale price of a restricted unit and the contract price at the exit sale of the unit, determined as of the date of a proposed contract of sale for the unit. If there is no proposed contract of sale, the price differential is the difference between the controlled sale price of a restricted unit and the appraised value of the unit as if it were not subject to UHAC, determined as of the date of the appraisal. If the controlled sale price exceeds the contract price or, in the absence of a contract price, the appraised value, the price differential is zero dollars.

“Prior round unit” means a housing unit that addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations, including any unit that: (1) received substantive certification from COAH; (2) is part of a third-round settlement agreement or judgment of compliance approved by a court of competent jurisdiction, inclusive of units created pursuant to a zoning designation adopted as part of the settlement agreement or judgment of compliance to create a realistic opportunity for development; (3) is subject to a grant agreement or other contract with either the State or a political subdivision thereof entered into prior to July 1, 2025, pursuant to either item (1) or (2) above; or (4) otherwise addresses a municipality’s fair share obligation from a round prior to the fourth round of affordable housing obligations. A unit created after the enactment of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.1) on March 20, 2024, is not a prior round unit unless: (1) it is created pursuant to a prior round development plan or zoning designation that received COAH or court approval on or before the cutoff date of June 30, 2025, or the date that the municipality adopts the implementing ordinances and resolutions for the fourth round of affordable housing obligations, whichever occurs sooner; and (2) its siting and creation are consistent with the form of the prior round development plan or zoning designation in effect as of the cutoff date, without any amendment or variance.

“Program” means the Affordable Housing Dispute Resolution Program, established pursuant to section 5 of P.L.2024, c. 2 (C.52:27D-313.2).

“Random selection process” means a lottery process by which currently income-eligible applicant-households are selected, at random, for placement in affordable housing units such that no preference is given to one applicant over another, except in the case of a veterans’ preference where such an agreement exists; for purposes of matching household income and size with an appropriately priced and sized affordable unit; or another purpose allowed pursuant to N.J.A.C. 5:80-26.7(k)3. This definition excludes any practices that would allow affordable housing units to be leased or sold on a first-come, first-served basis.

“RCA administrator” means an appointed municipal employee who is responsible for oversight and/or administration of affordable units and associated revenues and expenditures within the municipality that were funded through regional contribution agreements.

“RCA project plan” means a past application, submitted by a receiving municipality in an RCA, delineating the manner in which the receiving municipality intended to create or rehabilitate low- and moderate-income housing.

“Receiving municipality” means, for the purposes of an RCA, a municipality that contractually agreed to assume a portion of another municipality’s fair share obligation.

“Reconstruction” means any project where the extent and nature of the work is such that the work area cannot be occupied while the work is in progress and where a new certificate of occupancy is required before the work area can be reoccupied, pursuant to the Rehabilitation Subcode of the uniform Construction Code, N.J.A.C. 5:23-6. Reconstruction shall not include projects comprised only of floor finish replacement, painting or wallpapering, or the replacement of equipment or furnishings. Asbestos hazard abatement and lead hazard abatement projects shall not be classified as reconstruction solely because occupancy of the work area is not permitted.

“Recreational facilities and community centers” means any indoor or outdoor buildings, spaces, structures, or improvements intended for active or passive recreation, including, but not limited to, ballfields, meeting halls, and classrooms, accommodating either organized or informal activity.

“Regional contribution agreement” or “RCA” means a contractual agreement, pursuant to the Act, into which two municipalities voluntarily entered into and was approved by COAH and/or Superior Court prior to July 18, 2008, to transfer a portion of a municipality’s affordable housing obligation to another municipality within its housing region.

“Regional median income” means the median income by household size for an applicable housing region, as calculated annually in accordance with N.J.A.C. 5:80-26.3.

“Rehabilitation” means the repair, renovation, alteration, or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. With respect to units in assisted living residences, rent does not include charges for food and services.

“Residential development fee” means money paid by a developer for the improvement of residential property as permitted pursuant to N.J.S.A. 52:27D-329.2 and N.J.A.C. 5:99-3.2.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of this subchapter but does not include a market-rate unit that was financed pursuant to UHORP, MONI, or CHOICE.

“Spending plan” means a method of allocating funds contained in an affordable housing trust fund account, which includes, but is not limited to, development fees collected and to be collected pursuant to an approved municipal development fee ordinance, or pursuant to N.J.S.A. 52:27D-329.1 et seq., for the purpose of meeting the housing needs of low- and moderate-income individuals.

“State Development and Redevelopment Plan” or “State Plan” means the plan prepared pursuant to sections 1 through 12 of the “State Planning Act,” P.L.1985, c. 398 (C.52:18A-196 et al.), designed to represent a balance of development and conservation objectives best suited to meet the needs of the State, and for the purpose of coordinating planning activities and establishing Statewide planning objectives in the areas of land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination pursuant to subsection f. of section 5 of P.L.1985, c. 398 (C.52:18A-200).

“Supportive housing household” means a very low-, low- or moderate-income household certified as income eligible by an administrative agent in accordance with N.J.A.C. 5:80-26.14, in which at least one member is an individual who requires supportive services to maintain housing stability and independent living and who is part of a population identified by federal or state statute, regulation, or program guidance as eligible for supportive or special needs housing. Such populations include, but are not limited to: persons with intellectual or developmental disabilities, persons with serious mental illness, person with head injuries (as defined in Section 2 of P.L. 1977), persons with physical disabilities or chronic health conditions, persons who are homeless as defined by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 578, survivors of domestic violence, youth aging out of foster care, and other special needs populations recognized under programs administered by the U.S. Department of Housing and Urban Development, the Low-Income Housing Tax Credit Program, the McKinney–Vento Act, or the New Jersey Department of Human Services. A supportive housing household may include family members, unrelated individuals, or live-in aides, provided that the household meets the income eligibility requirements of this subchapter, except that in the case of unrelated individuals not operating as a family unit, income eligibility shall be tested on an individual basis rather than in the aggregate; the unit is leased or sold subject to the affordability controls established herein; and the supportive services available to

the household are designed to promote housing stability, independent living, and community integration. The determination of whether unrelated individuals are operating as a family unit shall be made based on the applicant's self-identification of household members on the affordable housing application.

“Supportive housing sponsoring program” means grant or loan program which provided financial assistance to the development of the unit.

“Supportive housing unit” means a restricted rental unit, as defined by N.J.S.A. 34:1B-21.24, that is affordable to very low-, low- or moderate-income households and is reserved for occupancy by a supportive housing household. Supportive housing units are also referred to as permanent supportive housing units.

“Transitional housing” means temporary housing that: (1) includes, but is not limited to, single-room occupancy housing or shared living and supportive living arrangements; (2) provides access to on-site or off-site supportive services for very low-income households who have recently been homeless or lack stable housing; (3) is licensed by the department; and (4) allows households to remain for a minimum of six months.

“Treasurer” means the Treasurer of the State of New Jersey.

“UHAC” means the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26.

“UHORP” means the Agency's Urban Homeownership Recovery Program, as it was authorized by the Agency Board.

“Unit type” means type of dwelling unit with various building standards including but not limited to single-family detached, single-family attached/townhouse, stacked townhouse (attached building containing 2 units each with separate entrances), duplex (detached building containing 2 units each with separate entrances), triplex (3 units each with separate entrance), quadplex (4 units each with separate entrance), multifamily / flat (2 or more units with a shared entrance). Inclusion of a garage, or not, shall not define the unit type.

“Very-low-income household” means a household with a household income less than or equal to 30 percent of the regional median income.

“Very-low-income housing” means housing affordable according to the Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30 percent or less of the median gross household income for households of the same size within the housing region in which the housing is located.

“Very-low-income unit” means a restricted unit that is affordable to a very-low-income household.

“Veteran” means a veteran as defined at N.J.S.A. 54:4-8.10.

“Veterans’ preference” means the agreement between a municipality and a developer or residential development owner that allows for low- to moderate-income veterans to be given preference for up to 50 percent of rental units in relevant projects, as provided for at N.J.S.A. 52:27D-311.j.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors and is considered a major system for rehabilitation.

### C. Monitoring and Reporting Requirements

1. The municipality shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its court-approved Housing Element and Fair Share Plan:

a. The municipality shall provide electronic monitoring data with the Department pursuant to P.L 2024, Chapter 2 and N.J.A.C. 5:99 through the Affordable Housing Monitoring System (AHMS). All monitoring information required to be made public by the FHA shall be available to the public on the Department’s website at

<https://www.nj.gov/dca/dlps/hss/MuniStatusReporting.shtml>.

b. On or before February 15 of each year, the municipality shall provide annual reporting of its municipal Affordable Housing Trust Fund activity to the Department on the AHMS portal. The reporting shall include an accounting of all municipal Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended, for the previous year from January 1st to December 31st.

c. On or before February 15 of each year, the annual reporting of the status of all affordable housing activity shall be provided to the Department on the AHMS portal, for the previous year from January 1st to December 31st.

### D. Municipality-wide Mandatory Set-Aside

1. A development, other than single-family detached, providing a minimum of five new housing units created through any municipal rezoning or Zoning Board action, use or density variance, redevelopment plan, or rehabilitation plan that provides for densities at or above six units per acre, is required to include an affordable housing set-aside of 20%.

2. Any affordable units generated through such mandatory set-aside shall be subject to all other provisions of this ordinance.

3. All such affordable units shall be governed by this ordinance for the controls on affordability, including bedroom distribution, and affirmatively marketed to the housing region in conformance with UHAC at N.J.A.C. 5:80-26.1 et seq., any successor regulation, and all other applicable laws.

4. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement. Developers cannot, for example, subdivide a project into two lots and then make each of them a number of units just below the threshold.

5. The mandatory set-aside requirements of this section do not give any developer the right to any rezoning, variance or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance or other relief.

6. This municipality-wide mandatory set-aside requirement does not apply to any sites or specific zones otherwise identified in the HEFSP, for which density and set-aside requirements shall be governed by the specific standards as set forth therein.

7. In the event that the inclusionary set-aside of 20% of the total number of residential units does not result in a full integer, the developer shall choose one the developer shall round the set-aside upward to construct a whole additional affordable unit.

E. New Construction (per N.J.A.C. 5:93 as may be updated per various sections in N.J.A.C. 5:97 and N.J.S.A. 52:27D-301 et seq.). Per the definition of “New Construction,” this section governs the creation of new affordable housing units regardless of the means by which the units are created. Newly constructed units may include new residences constructed or created through other means.

1. The following requirements shall apply to all new or planned developments that contain very low-, low- and moderate-income housing units. To the extent possible, details related to the adherence to the requirements below shall be outlined in the resolution granting municipal subdivision or site plan approval of the project to assist municipal representatives, developers and Administrative Agents.

2. Completion Schedule (previously known as phasing). Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following completion schedule for very low-, low- and moderate-income units whether developed in a single-phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Issued a Temporary or Final Certificate of Occupancy	Minimum Percentage of Affordable Units Issued a Temporary or Final Certificate of Occupancy
25+1	10
50	50
75	75

90	100
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3. Design. The following design requirements apply to affordable housing developments, excluding prior round units.

a. Design of 100 percent affordable developments:

i. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

ii. Each bedroom in each restricted unit must have at least one window.

iii. Restricted units must include adequate air conditioning and heating.

b. Design of developments comprising market-rate rental units and restricted rental units. The following does not apply to prior round units, unless stated otherwise.

i. Restricted units must use the same building materials and architectural design elements (for example, plumbing, insulation, or siding) as market-rate units of the same unit type (for example, flat or townhome) within the same development, except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.

ii. Restricted units and market-rate units within the same affordable development must be sited such that restricted units are not concentrated in less desirable locations.

iii. Restricted units may not be physically clustered so as to segregate restricted and market-rate units within the same development or within the same building, but must be interspersed throughout the development, except that age-restricted and supportive housing units may be physically clustered if the clustering facilitates the provision of on-site medical services or on-site social services. Prior round affordable units shall be integrated with market rate units to the extent feasible.

iv. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.

iv. Restricted units must include adequate air conditioning and heating and must use the same type of cooling and heating sources as market-rate units of the same unit type. This shall apply to prior round units.

v. Each bedroom in each restricted unit must have at least one window.

vi. Restricted units must be of the same unit type as market-rate units within the same building.

vii. Restricted units and bedrooms must be no less than 90 percent of the minimum size prescribed by the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

c. Design of developments containing for-sale units, including those with a mix of rental and for-sale units. Restricted rental units shall meet the requirements of section b above. Restricted sale units shall comply with the below:

i. Restricted units must use the same building standards as market-rate units of the same unit type (for example, flat, townhome, or single-family home), except that restricted units and market-rate units may use different interior finishes. This shall apply to prior round units.

ii. Restricted units may be clustered, provided that the buildings or housing product types containing the restricted units are integrated throughout the development and are not concentrated in an undesirable location or in undesirable locations. Prior round affordable units shall be integrated with market rate units to the extent feasible.

iii. Restricted units may be of different unit housing product types than market-rate units, provided that there is a restricted option available for each market rate housing type. Developments containing market-rate duplexes, townhomes, and/or single-family homes shall offer restricted housing options that also include duplexes, townhomes, and/or single-family homes. Penthouses and higher priced end townhouses *may* be exempt from this requirement. The proper ratio for restricted to market-rate unit type shall be subject to municipal ordinance or, if not specified, shall be determined at the time of site plan approval.

iv. Restricted units must meet the minimum square footage required for the number of inhabitants for which the unit is marketed and the minimum square footage required for each bedroom, as set forth in the Neighborhood Preservation Balanced Housing rules at N.J.A.C. 5:43-2.4.

v. Penthouse and end units may be reserved for market-rate sale, provided that the overall number, value, and distribution of affordable units across the development is not negatively impacted by such reservation(s).

vi. Residents of restricted units must be offered the same access to communal amenities as residents of market-rate units within the same affordable development. Examples of communal amenities include, but are not limited to, community pools, fitness and recreation centers, playgrounds, common rooms and outdoor spaces, and building entrances and exits. This shall apply to prior round units.

vii. Each bedroom in each restricted unit must have at least one window; and

viii. Restricted units must include adequate air conditioning and heating.

4. Utilities.

a. Affordable units shall utilize the same type of cooling and heating source as market-rate units within the affordable housing development.

b. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance in accordance with N.J.AC 5:80-26.13(e).

5. Low/moderate split and bedroom distribution.

a. Affordable units shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit.

b. In each affordable housing development, at least 50% of the restricted units within each bedroom distribution rounded up to the nearest whole number shall be very low- or low-income units.

c. Within rental developments, of the total number of affordable rental units, at least 13%, rounded up to the nearest whole number, shall be affordable to very low-income households. The very low-income units shall be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count and counted as part of the required number of low-income units within the development.

d. Affordable housing developments that are not age-restricted or supportive housing shall be structured such that:

i. At a minimum, the number of bedrooms within the restricted units equals twice the number of restricted units;

ii. Two-bedroom and/or three-bedroom units compose at least 50 percent of all restricted units;

iii. The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total number of low- and moderate-income units. The municipality has chosen not to allow rounding.

iv. At least 30% of all low- and moderate-income units, rounded up shall be two-bedroom units. The municipality has chosen not to allow rounding.

v. At least 20% of all low- and moderate-income units, rounded up shall be three-bedroom units. The municipality has chosen not to allow rounding.

vi. The remaining units may be allocated among two- and three-bedroom units at the discretion of the developer.

e. Affordable housing developments that are age-restricted or supportive housing, except those supportive housing units whose sponsoring program determines the unit arrangements, shall be structured such that, at a minimum, the number of bedrooms shall equal the number of age-restricted or supportive housing low- and moderate-income units within the inclusionary development. Supportive housing units whose sponsoring program determines the unit arrangement shall comply with all requirements of the sponsoring program. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit. In affordable housing developments with 20 or more restricted units that are age-restricted or supportive housing, two-bedroom units must comprise at least 5% of those restricted units.

6. Accessibility requirements.

a. Any new construction shall be adaptable; however, elevators shall not be required in any building or within any dwelling unit for the purpose of compliance with this section. In buildings without elevator service, only ground floor dwelling units shall be required to be constructed to conform with the technical design standards of the barrier free subcode. "Ground floor" means the first floor with a dwelling unit or portion of a dwelling unit, regardless of whether that floor is at grade. A building may have more than one ground floor.

b. Notwithstanding the exemption for townhouse dwelling units in the barrier free subcode, the first floor of all townhouse dwelling units and of all other multifloor dwelling units that are attached to at least one other dwelling unit shall be subject to the technical design standards of the barrier free subcode and shall include the following features:

- i. An adaptable toilet and bathing facility on the first floor;
- ii. An adaptable kitchen on the first floor;
- iii. An interior accessible route of travel however an interior accessible route of travel shall not be required between stories;
- iv. An adaptable room that can be used as a bedroom, with a door, or the casing for the installation of a door that is compliant with the Barrier Free Subcode, on the first floor;
- v. If not all of the foregoing requirements in b.i. through b.iv. can be satisfied, then an interior accessible route of travel shall be provided between stories within an individual unit; and
- vi. An accessible entranceway as set forth in P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
  - (a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
  - (b) To this end, the builder of restricted units shall deposit funds within the Affordable Housing Trust Fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
  - (c) The funds deposited shall be expended for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
  - (d) The developer of the restricted units shall submit to the Construction Official a design plan and cost estimate for the conversion from adaptable to accessible entrances.
  - (e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meets the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Affordable Housing Trust Fund and earmarked appropriately.

vii. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is “site-impracticable” to meet the requirements. If full compliance with this section would be site impracticable, compliance with this section for any portion of the dwelling shall be required to the extent that it is not site impracticable. Determinations of site impracticability shall comply with the Barrier Free Subcode at N.J.A.C. 5:23-7.

## F. Affordable Housing Programs

1. Pursuant to amended UHAC regulations at N.J.A.C. 5:80-26.1 et seq. and, in addition, pursuant to P.L. 2024, c.2 and specifically to the amended FHA at N.J.S.A. 52:27D-311.m, “All parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by the Council on Affordable Housing unless those regulations are contradicted by statute, including but not limited to P.L. 2024, c.2, or binding court decisions.” The following are many of the main provisions of the COAH regulations at either N.J.A.C. 5:93 or 5:97 that have been upheld by the NJ Supreme Court. Municipalities should consult the cited full COAH regulations when preparing the HEFSP for required documentation, etc. Additional compliance details may also be included in the specific municipal program manual.

2. Rehabilitation Programs (per N.J.A.C. 5:93-5.2 with updated provisions herein per N.J.A.C. 5:97-6.2 related to credit towards a municipal present need obligation).

a. The rehabilitation program shall be designed to renovate deficient housing units occupied or intended to be occupied by very low-, low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28-1.1 et seq or the Rehabilitation Subcode, N.J.A.C. 5:23-6 to the extent applicable.

b. Both ownership and rental units shall be eligible for rehabilitation funds.

c. All rehabilitated units shall remain affordable to very low-, low- and moderate-income households for a period of 10 years (the control period). For owner-occupied units, the control period shall be enforced with a mortgage and note and for renter-occupied units the control period will be enforced with a deed restriction.

d. The municipality shall dedicate a minimum average hard cost of \$10,000 for each unit to be rehabilitated through this program and in addition shall dedicate associated rehabilitation program soft costs such as case management, inspection fees and work write-ups.

e. The municipality shall designate, subject to the approval of the Department, one or more Administrative Agents to administer the rehabilitation program in accordance with P.L 2024, Chapter 2. The Administrative Agent(s) shall provide

rehabilitation manuals for ownership and rental rehabilitation programs. Manuals shall be adopted by resolution of the governing body. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and on the municipal affordable housing web page.

f. Households determined to be very low-, low-, or moderate-income may participate in a rehabilitation program. Rehabilitated units shall be exempt from the very low-income requirements, low/mod split, and bedroom distribution requirements of UHAC, but shall be administered in accordance with the following:

i. If a unit is vacant at the time of rehabilitation, or if a rehabilitated unit becomes vacant and is re-rented before the expiration of the affordability controls, the deed restriction shall require that the unit be rented to a low- or moderate-income household at an affordable rent.

ii. If a rental unit is occupied by a tenant at the time rehabilitation is completed, the rent charged after rehabilitation shall not exceed the lesser of the tenant's current rent or the maximum rent permitted under UHAC.

iii. Rents in rehabilitated units may increase annually based on the standards in UHAC.

iv. At the time of application, applicant households and/or tenant households shall be subject to income eligibility determinations in accordance with UHAC.

3. Market to Affordable program (per N.J.A.C. 5:97-6.9).

a. The market to affordable program permits the purchase or subsidization of unrestricted units through a mortgage write-down provided to an income-certified buyer or through a sale or rental as a low- or moderate-income unit to an income-eligible household. The market to affordable program may produce both low- and moderate-income units.

b. At the time they are offered for sale or rental, eligible units may be new, pre-owned or vacant.

c. The units shall be certified to be in sound condition as a result of an inspection performed by a licensed building inspector.

d. A minimum subsidy of \$25,000 per moderate-income unit and/or \$30,000 per low-income unit shall be provided, with additional subsidy depending on the market prices or rents in a municipality.

e. The units shall comply with UHAC with the following exceptions:

- i. Bedroom distribution (N.J.A.C. 5:80-26.4).
  - ii. Low/moderate income split (N.J.A.C. 5:80-26.4).
- f. Affordability average (N.J.A.C. 5:80-26.4); however:
- i. The maximum rent for a moderate-income unit shall be affordable to households earning no more than 60 percent of median income and the maximum rent for a low-income unit shall be affordable to households earning no more than 44 percent of median income; and
  - ii. The maximum sales price for a moderate-income unit shall be affordable to households earning no more than 70 percent of median income and the maximum sales price for a low-income unit shall be affordable to households earning no more than 40 percent of median income.

4. Extension of Controls Program (for ownership units per N.J.A.C. 5:97-6.14 and UHAC at N.J.A.C. 5:80-26.6(h) through (k) and (m); and for rental units per N.J.A.C. 5:97-6.14 and N.J.A.C. 5:80-26.12(h) through (k)).

- a. An extension of affordability controls program is established to maintain and extend the affordability of deed restricted units scheduled to come out of their affordability control period, subject to N.J.A.C. 5:97-6.14 and UHAC, including the following:
  - i. The affordable unit meets the criteria for prior cycle (April 1, 1980 - December 15, 1986) or post December 15, 1986 credits set forth in N.J.A.C. 5:97.
  - ii. The affordability controls for the unit are scheduled to expire in the current round; or in the next round of housing obligations if the municipal election to extend controls is made no earlier than one year before the end of the current round;
  - iii. The municipality shall obtain a continuing certificate of occupancy or a certified statement from the municipal building inspector stating that the restricted unit meets all code standards.
  - iv. If a unit requires repair and/or rehabilitation work in order to receive a continuing certificate of occupancy or certified statement from the municipal building inspector, the municipality shall fund and complete the work.
  - v. The municipality shall adhere to the process for extending controls pursuant to UHAC for extending ownership units and rental units, either inclusionary or 100% affordable developments.

vi. The deed restriction for the extended control period shall be filed with the County Clerk.

5. Assisted Living Residence (per N.J.A.C. 5:97-6.11).

a. An assisted living residence is a facility licensed by the New Jersey Department of Health to provide apartment-style housing and congregate dining and to assure that assisted living services are available. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households.

b. The unit of credit shall be the apartment. However, a two-bedroom apartment shall be eligible for two units of credit if it is restricted to two unrelated individuals.

c. A recipient of a Medicaid waiver shall automatically qualify as a low- or moderate-income household.

d. Assisted living units are considered age-restricted housing in a HEFSP and shall be included with the maximum number of units that may be age-restricted.

e. Low- and moderate-income residents cannot be charged any upfront fees.

f. The units shall comply with UHAC with the following exceptions:

i. Affirmative marketing (N.J.A.C. 5:80-26.16); provided that the units are restricted to recipients of Medicaid waivers;

ii. The deed restriction may be on the facility, rather than individual apartments or rooms;

iii. Low/moderate income split and affordability average (N.J.A.C. 5:80-26.4); only if all of the affordable units are affordable to households at a maximum of 60 percent of median income; and

g. Tenant income eligibility (N.J.A.C. 5:80-26.14); up to 80 percent of an applicant's gross income may be used for rent, food and services based on occupancy type and the affordable unit must receive the same basic services as required by the Agency's underwriting guidelines and financing policies. The cost of non-housing related services shall not exceed one and two-thirds times the rent established for each unit.

6. Supportive Housing and Group Homes (per N.J.A.C. 5:97-6.10).

a. The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:

i. Units are subject to Affirmative Marketing requirements, household certification, and administrative agent oversight; and may, with the approval of the municipal housing liaison and the administrative agent, be leased either by the bedroom or to a single household in the case of multi-bedroom configurations, provided such arrangement is consistent with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968).

ii. Units may, with the approval of the administrative agent, be subject to a master lease by an approved supportive housing operator, provided that all subleases are to be certified supportive housing households and remain fully subject to the affordability controls of this subchapter. Rents for supportive housing units shall not exceed the rent standards established and published by the New Jersey Department of Human Services.

iii. The unit of credit shall be the bedroom. However, the unit of credit shall be the unit if occupied by a single person or household.

iv. Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to the Act.

v. Occupancy shall not be restricted to youth under 18 years of age.

vi. In affordable developments with 20 or more restricted units that are supportive housing, two-bedroom units must compose at least five percent of those restricted units.

vii. The bedrooms and/or units shall comply with UHAC with the following exceptions:

(a) Affirmative marketing; however, group homes, residential health care facilities, permanent supportive housing, and supportive shared living housing shall be affirmatively marketed to broadest possible population of qualified individuals with special needs in accordance with a plan approved by the sponsoring program;

(b) Affordability average and bedroom distribution (N.J.A.C. 5:80-26.4).

viii. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance

with the Act. In the event that a supportive housing provider is unable to record or execute a long-term deed restriction, the units shall be subject to annual recertification by the Municipal Housing Liaison to confirm continued occupancy and compliance with this Section.

ix. Objective standards shall be applied in the selection of tenants for supportive housing units and shall be designed to ensure that individuals are not excluded in an arbitrary or capricious manner.

x. The following documentation shall be submitted by the sponsor to the municipality prior to marketing the completed units or facility:

(a) An Affirmative Marketing Plan in accordance with D1 above; and

(b) If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency in accordance with the requirements of this section, which includes validation of the number of bedrooms or units in which low- or moderate-income occupants reside.

xi. The sponsor/owner shall complete annual monitoring as directed by the MHL.

#### G. Regional Income Limits.

1. Administrative agents shall use the current regional income limits for the purpose of pricing affordable units and determining income eligibility of households.

2. Regional income limits are based on regional median income, which is established by a regional weighted average of the “median family incomes” published by HUD. The procedure for computing the regional median income is detailed in N.J.A.C. 5:80-26.3.

3. Updated regional income limits are effective as of the effective date of the regional Section 8 income limits for the year, as published by HUD, or 45 days after HUD publishes the regional Section 8 income limits for the year, whichever comes later. The new income limits may not be less than those of the previous year.

#### H. Maximum Initial Rents and Sales Prices.

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC N.J.A.C. 5:80-26.4.

2. The average rent for all restricted units within each affordable housing development shall be affordable to households earning no more than 52 percent of regional median income.

3. The maximum rent for restricted rental units within each affordable housing development shall be affordable to households earning no more than 60% of regional median income. *The maximum rent may be increased to no more than 70 percent of regional median income for moderate-income units within affordable developments where very-low-income units compose at least 13 percent of the restricted units; however, the number of units with rent affordable to households earning 70 percent of regional median income may not exceed the number of very-low-income units in excess of 13 percent rounded up of the restricted units.)*

4. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income. These very low-income units shall be part of the low-income requirement and very-low-income units should be distributed between each bedroom count as proportionally as possible, to the nearest whole unit, to the total number of restricted units within each bedroom count.

5. The maximum sales price of restricted ownership units within each affordable housing development shall be affordable to households earning no more than 70% of median income, and each affordable housing development must achieve an affordability average that does not exceed 55% for all restricted ownership units. In achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type when the number of low- and moderate-income units permits.

6. The master deeds and declarations of covenants and restrictions for affordable developments may not distinguish between restricted units and market-rate units in the calculation of any condominium or homeowner association fees and special assessments to be paid by low- and moderate-income purchasers and those to be paid by market-rate purchasers. Notwithstanding the foregoing sentence, condominium units subject to a municipal ordinance adopted before December 20, 2004, which ordinance provides for condominium or homeowner association fees and/or assessments different from those provided for in this subsection are governed by the ordinance.

7. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted family units, the following standards shall be met:

- a. A studio or efficiency unit shall be affordable to a one-person household;
- b. A one-bedroom unit shall be affordable to a one and one-half person household;
- c. A two-bedroom unit shall be affordable to a three-person household;
- d. A three-bedroom unit shall be affordable to a four and one-half person household; and

e. A four-bedroom unit shall be affordable to a six-person household.

8. In determining the initial rents and sales prices for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted and special needs and supportive housing developments, the following standards shall be met:

a. A studio or efficiency unit shall be affordable to a one-person household;

b. A one-bedroom unit shall be affordable to a one- and one-half-person household; and

c. A two-bedroom unit shall be affordable to a two-person household or to two one-person households. Where pricing is based on two one-person households, the developer shall provide a list of units so priced to the Municipal Housing Liaison and the Administrative Agent.

9. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the FreddieMac 30-Year Fixed Rate-Mortgage rate of interest), property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 30 percent of the eligible monthly income of the appropriate size household as determined pursuant to N.J.A.C. 5:80-26.7, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented.

10. The initial rent for a restricted rental unit shall be calculated so that the total monthly housing expense, including an allowance for tenant-paid utilities, does not exceed 30 percent of the gross monthly income of a household of the appropriate size whose income is targeted to the applicable percentage of median income for the unit, as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented. The rent shall also comply with the affordability average requirement of N.J.A.C. 5:80-26.4, as may be amended and supplemented. The initial rent for a restricted rental unit shall be calculated so the eligible monthly housing expenses/income, including an allowance for tenant-paid utilities does not exceed 30 percent of gross income of and the appropriate household size as determined pursuant to N.J.A.C. 5:80-26.3, as may be amended and supplemented.

11. At the anniversary date of the tenancy of the certified household occupying a restricted rental unit, following proper notice provided to the occupant household pursuant to N.J.S.A. 2A:18-61.1.f, the rent may be increased to an amount commensurate with the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), specifically U.S. Bureau of Labor Statistics Series CUUR0100SAH, titled "Housing in Northeast urban, all urban consumers, not seasonally adjusted." Rent increases for units constructed pursuant to Low-Income Housing Tax Credit regulations shall be indexed pursuant to the regulations governing Low-Income Housing Tax Credits.

I. Affirmative Marketing.

1. The municipality shall adopt, by resolution, an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.16, as may be amended and supplemented.

2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children, to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 1 and is required to be followed throughout the period of deed restriction.

3. The Affirmative Marketing Plan provides the following preferences, provided that units that remain unoccupied after these preferences are exhausted may be offered to households without regard to these preferences.

a. Where the municipality has entered into an agreement with a developer or residential development owner to provide a preference for very-low-, low-, and moderate-income veterans who served in time of war or other emergency, pursuant to N.J.S.A. 52:27D-311.j, there shall be a preference for veterans for up to 50 percent of the restricted rental units in a particular project.

b. There shall be a regional preference for all households that live and/or work in Housing Region 1 comprising Counties.

c. Subordinate to the regional preference, there shall be a preference for households that live and/or work in New Jersey.

d. With respect to existing restricted units undergoing approved rehabilitation for the purpose of preservation or to restricted units newly created to replace existing restricted units undergoing demolition, a preference for the very-low-, low, and moderate-income households that are displaced by the rehabilitation or demolition and replacement.

4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Process, including the marketing of initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the municipality shall implement the Affirmative Marketing Process to ensure the Affirmative Marketing of all affordable units, with the exception of affordable programs that are exempt from Affirmative Marketing as noted herein.

5. The Affirmative Marketing Process shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing

Process, the Administrative Agent shall consider the use of language translations where appropriate.

6. Applications for affordable housing or notices thereof, if offered online, shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and municipal library in the municipality in which the units are located; and the developer's rental or sales office. The developer shall mail applications to prospective applicants upon request and shall make applications available through a secure online website address.

7. In addition to other Affirmative Marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units on the New Jersey Housing Resource Center website. Any other entities, including developers or persons or companies retained to implement the Affirmative Marketing Process, shall comply with this paragraph.

8. In implementing the Affirmative Marketing Process, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

9. The Affirmative Marketing Process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

10. The cost to affirmatively market the affordable units shall be the responsibility of the developer, sponsor or owner, with the exception of Affirmative Marketing for resales.

J. Selection of Occupants of Affordable Housing Units.

1. The Administrative Agent shall use a random selection process to select occupants of very low-, low- and moderate-income housing.

2. A pool of interested households will be maintained in accordance with the provisions of N.J.A.C. 5:80-26.16.

K. Occupancy Standards.

1. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:

- a. Ensure each bedroom is occupied by at least one person, except for age-restricted and supportive and special needs housing units;
- b. Provide a bedroom for every two adult occupants;

c. With regard to occupants under the age of 18, accommodate the household's requested arrangement, except that such arrangement may not result in more than two occupants under the age of 18 occupying any bedroom; and

d. Avoid placing a one-person household into a unit with more than one bedroom.

L. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80- 26.6, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years subject to the requirements of N.J.A.C. 5:80-26.6, as may be amended and supplemented.

2. Rehabilitated housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years (crediting towards present need only).

3. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit. The date of commencement shall be identified in the deed restriction.

4. If existing affordability controls are being extended, the extended control period for a restricted ownership unit commences on the effective date of the extension, which is the end of the original control period.

5. After the end of any control period, the restricted ownership unit remains subject to the affordability controls set forth in this subchapter until the owner gives notice of their intent to make an exit sale, at which point:

a. If the municipality exercises the right to extend the affordability controls on the unit, no exit sale occurs and a new control period commences; or

b. If the municipality does not exercise the right to extend the affordability controls on the unit, the affordability controls terminate following the exit sale.

6. Prior to the issuance of any building permit for the construction/rehabilitation of restricted ownership units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.

7. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the nonrestricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

8. At the time of the initial sale of the unit and upon each successive price-restricted sale, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

9. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to price-restricted ownership units.

M. Price Restrictions for Restricted Ownership Units and Resale Prices.

1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.7, as may be amended and supplemented, including:

a. The initial purchase price and affordability percentage for a restricted ownership unit shall be set by the Administrative Agent.

b. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the standards set forth in N.J.A.C. 5:80-26.7.

i. If the resale occurs prior to the one-year anniversary of the date on which title to the unit was transferred to a certified household, the maximum resale price for a is the most recent non-exempt purchase price.

ii. If the resale occurs on or after such anniversary date, the maximum resale price is the most recent non-exempt purchase price increased to reflect the cumulative annual percentage increases to the regional median income, effective as of the same date as the regional median income calculated pursuant to N.J.A.C. 5:80-26.3

c. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital improvements. Eligible capital improvements shall be:

i. those that render the unit suitable for a larger household or the addition of a bathroom.

ii. The maximum resale price may be further increased by an amount up to the cumulative dollar value of approved capital improvements made after the last non-exempt sale for improvements and/or upgrades to the unit, excluding capital improvements paid for by the entity favored on the recapture note and recapture lien described at N.J.A.C. 5:80-26.6(d);

d. No increase for capital improvements is permitted if the maximum resale price prior to adjusting for capital improvements already exceeds whatever initial purchase price the unit would have if it were being offered for purchase for the first time at the initial affordability percentage. All adjustments for capital improvements are subject to 10-year, straight-line depreciation.

2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase but shall be separate and apart from any contract of sale for the underlying real estate. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price of the air conditioning equipment, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The seller and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

#### N. Buyer Income Eligibility.

1. Buyer income eligibility for restricted ownership units shall be established pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented, such that very low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 30% of median income, low-income ownership units shall be reserved for occupancy by households with a gross household income less than or equal to 50% of median income and moderate-income ownership units shall be reserved for occupancy by households with a gross household income less than 80% of median income.

2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the municipality, and subject to the Division's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low-income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit. Similarly, the administrative agent may permit low-income purchasers to buy very-low-income units in housing markets where, as determined by the Division, units are reserved for very-low-income purchasers, but there is an insufficient number of very-low-income purchasers to permit prompt occupancy of the units. In such instances, the purchased unit must be maintained as a very-low-income unit and sold at a very-low-income price point such that on the next resale the unit will still be affordable to very-low-income households and able to be purchased by a very-low-income household. A very-low-income unit that is seeking bonus credit pursuant to N.J.S.A.

52:27D-311.k(9) must first be advertised exclusively as a very-low-income unit according to the Affirmative Marketing requirements at N.J.A.C. 5:80-26.16, then advertised as a very-low-income or low-income unit for at least 30 additional days prior to referring any low-income household to the unit.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, property taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 35 percent of the household's eligible monthly income; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

- a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for housing expenses, and the proposed housing expenses will reduce its housing costs;
- b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for housing expenses in the past and has proven its ability to pay; or
- c. The household is currently in substandard or overcrowded living conditions;
- d. The household documents the existence of assets, within the asset limitation otherwise applicable, with which the household proposes to supplement the rent payments

O. Limitations on Indebtedness Secured by Ownership Unit; Subordination.

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of original purchase money mortgages, neither an owner nor a lender shall at any time during the control period cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95% of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C. 5:80-26.7(c).

P. Control Periods for Restricted Rental Units.

1. Control periods for units that meet the definition of prior round units shall be pursuant to the 2001 UHAC rules originally adopted October 1, 2001, 33 N.J.R. 3432, and amended December 20, 2004, 36 N.J.R. 5713 and shall remain subject to the requirements of this ordinance for a period of at least 30 years as applicable unless otherwise indicated.

2. Other than for prior round units, control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.12, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 40 years. Restricted rental units created as part of developments receiving 9% Low-Income Housing Tax Credits must comply with a control period of not less than a 30-year compliance period plus a 15-year extended use period for a total of 45 years.

3. The affordability control period for a restricted rental unit shall commence on the first date that a unit is issued a certificate of occupancy following the execution of the deed restriction or, if affordability controls are being extended, on the effective date of the extension, which is the end of the original control period.

4. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of not less than 10 years.

5. Prior to the issuance of any building permit for the construction/rehabilitation of restricted rental units, the developer/owner and the municipality shall record a preliminary instrument provided by the Administrative Agent.

6. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be recorded by the developer with the county records office, and provided as filed and recorded, to the Administrative Agent within 30 days of the receipt of a certificate of occupancy.

7. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

- a. Sublease or assignment of the lease of the unit;
- b. Sale or other voluntary transfer of the ownership of the unit;
- c. The entry and enforcement of any judgment of foreclosure on the property containing the unit; or
- d. The end of the control period, until the occupant household vacates the unit, or is certified as over-income and the controls are released in accordance with UHAC.

Q. Rent Restrictions for Rental Units; Leases and Fees.

1. The initial rent for a restricted rental unit shall be set by the Administrative Agent.
2. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be retained on file by the Administrative Agent.
3. No additional fees, operating costs, or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
  - a. Operating costs, for the purposes of this section, include certificate of occupancy fees, move-in fees, move-out fees, mandatory internet fees, mandatory cable fees, mandatory utility submetering fees, and for developments with more than one and a half off-street parking spaces per unit, parking fees for one parking space per household.
4. Any fee structure that would remove or limit affordable unit occupant access to any amenities or services that are required or included for market-rate unit occupants is prohibited. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted unit to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
5. Fees for unit-specific, non-communal items that are charged to market-rate unit tenants on an optional basis, such as pet fees for tenants with pets, storage spaces, bicycle-share programs, or one-time rentals of party or media rooms, may also be charged to affordable unit tenants, if applicable.
6. Pet fees may not exceed \$30.00 per month and associated one-time payments for optional fees pertaining to pets, such as a pet cleaning fee, are prohibited.
7. Fees charged to affordable unit tenants for other optional, unit-specific, non-communal items shall not exceed the amounts charged to market-rate tenants.
8. For any prior round rental unit leased before December 20, 2024, elements of the existing fee structure that are consistent with prior rules, but inconsistent with 5:80-26.13(c)1, may continue until the occupant household's current lease term expires or that occupant household vacates the unit, whichever occurs later.

R. Tenant Income Eligibility.

1. Tenant income eligibility shall be determined pursuant to N.J.A.C. 5:80-26.14, as may be amended and supplemented, and shall be determined as follows:

- a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median income by household size.
- b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median income by household size.
- c. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median income by household size.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income or moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.17, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

- a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
- b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
- c. The household is currently in substandard or overcrowded living conditions;
- d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
- e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

3. The applicant shall file documentation sufficient to establish the existence of any of the circumstances in 2.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

S. Municipal Housing Liaison.

1. The Municipal Housing Liaison shall be approved by municipal resolution.

2. The Municipal Housing Liaison shall be approved by the Division, or is in the process of getting approval, and fully or conditionally meets the requirements for qualifications, including initial and periodic training as set forth in in N.J.A.C. 5:99-1 et seq.

3. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program, including the following responsibilities, which may not be contracted out to the Administrative Agent:

- a. Serving as the primary point of contact for all inquiries from the Affordable Housing Dispute Resolution Program, the State, affordable housing providers, administrative agents and interested households.
- b. The oversight of the Affirmative Marketing Plan and affordability controls.
- c. When applicable, overseeing and monitoring any contracting Administrative Agent.
- d. Overseeing the monitoring of the status of all restricted units listed in the Fair Share Plan.
- e. Verifying, certifying and providing annual information within AHMS at such time and in such form as required by the Division.
- f. Coordinating meetings with affordable housing providers and administrative agents, as needed.
- g. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division.
- h. Overseeing the recording of a preliminary instrument in the form set forth at N.J.A.C. 5:80-26.1 for each affordable housing development.
- i. Coordinating with the Administrative Agent, municipal attorney and municipal Construction Code Official to ensure that permits are not issued unless the document required in C.8. above has been duly recorded.
- j. Listing on the municipal website contact information for the MHL and Administrative Agents.

T. Administrative Agent.

1. All municipalities that have created or will create affordable housing programs and/or affordable units shall designate or approve, for each project within its HEFSP, an administrative agent to administer the affordable housing program and/or affordable housing units in accordance with the requirements of the FHA, NJAC 5:99-1 et seq. and UHAC.

2. The fees for administrative agents shall be paid as follows:
  - a. Administrative agent fees related to rental units shall be paid by the developer/owner.
  - b. Administrative agent fees related to initial sale of units shall be paid by the developer.
  - c. Administrative agent fees related to resales shall be paid by the seller of the affordable home.
  - d. Administrative agent fees related to ongoing administration and enforcement shall be paid by the municipality.

3. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s). The Operating Manual(s) shall be available for public inspection in the Office of the Clerk and in the office(s) of the Administrative Agent(s). Operating manuals shall be adopted by resolution of the Governing Body.

4. Subject to the role of the Administrative Agent(s), the duties and responsibilities as are set forth in N.J.A.C. 5:99-7 and which are described in full detail in the Operating Manual, including those set forth in UHAC, include:

- a. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Division;
- b. Affirmative marketing:
  - i. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the municipality and the provisions of N.J.A.C. 5:80-26.16.
  - ii. Providing counseling, or contracting to provide counseling services, to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements; and landlord/tenant law.
- c. Household certification.
  - i. Soliciting, scheduling, conducting and following up on interviews with interested households.

- ii. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
  - iii. Providing written notification to each applicant as to the determination of eligibility or non-eligibility within 5 days of the determination thereof.
  - iv. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in the Appendices J and K of N.J.A.C. 5:80-26.1 et seq.
  - v. Creating and maintaining a referral list of eligible applicant households living in the housing region, and eligible applicant households with members working in the housing region, where the units are located.
  - vi. Employing a random selection process as provided in the Affirmative Marketing Plan when referring households for certification to affordable units.
- d. Affordability controls.
- i. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for the recording at the time of conveyance of title of each restricted unit.
  - ii. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and filed properly with the County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit in accordance with UHAC.
  - iii. Communicating with lenders and the Municipal Housing Liaison regarding foreclosures.
  - iv. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.11.
- e. Records retention.
- i. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded recapture mortgage, and note, as appropriate.
  - ii. Records received, retained, retrieved, or transmitted in furtherance of crediting affordable units of a municipality constitute public records of

the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality.

- f. Resales and re-rentals.
  - i. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental.
  - ii. Instituting and maintaining an effective means of communicating information to very low-, low-, or moderate-income households regarding the availability of restricted units for resale or re-rental.
- g. Processing requests from unit owners.
  - i. Reviewing and approving requests from owners of restricted units who wish to refinance or take out home equity loans during the term of their ownership to determine that the amount of indebtedness to be incurred will not violate the terms of this ordinance.
  - ii. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems.
  - iii. Notifying the municipality of an owner's intent to sell a restricted unit.
  - iv. Making determinations on requests by owners of restricted units for hardship waivers.
- h. Enforcement.
  - i. Securing annually from the municipality a list of all affordable ownership units for which property tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
  - ii. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

iii. Sending annual mailings to all owners of affordable dwelling units reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.19(d)4;

iv. Establishing a program for diverting unlawful rent payments to the municipal Affordable Housing Trust Fund; and

v. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent setting forth procedures for administering the affordability controls.

i. The Administrative Agent(s) shall, as delegated by the municipality, have the authority to take all actions necessary and appropriate to carry out its/their responsibilities, herein.

U. Responsibilities of The Owner of a development containing affordable units.

1. The owner of all developments containing affordable units subject to this subchapter or the assigned management company thereof shall provide to the administrative agent:

a. Site plan, architectural plan, or other plan that identifies the location of each affordable unit, if subject to the site plan approval, settlement agreement, or other applicable document regulating the location of affordable units. The administrative agent shall determine the location of affordable units if not set forth in the site plan approval, settlement agreement, or other applicable document.

b. The total number of units in the project and the number of affordable units.

c. The breakdown of the affordable units by or identification of affordable unit locations by bedroom count and income level, including street addresses / unit numbers, if subject to the site plan approval, settlement agreement, or other applicable document regulating the breakdown of affordable units. The administrative agent shall determine the bedroom and income distribution if not set forth in the site plan approval, settlement agreement, or other applicable document.

d. Floor plans of all affordable units, including complete and accurate identification of all rooms and the dimensions thereof.

e. A projected construction schedule.

f. The location of any common areas and elevators.

g. The name of the person who will be responsible for official contact with the administrative agent for the duration of the project, which must be updated if the contact changes.

2. In addition to A above, the owner of rental developments containing affordable rental units subject to this subchapter or the assigned management company thereof shall:

- a. Send to all current tenants in all restricted rental units an annual mailing containing a notice as to the maximum permitted rent and a reminder of the requirement that the unit must remain their principal place of residence, which is defined as residing in the unit at least 260 days out of each calendar year, together with the telephone number, mailing address, and email address of the administrative agent to whom complaints of excess rent can be issued.
- b. Provide to the administrative agent a description of any applicable fees.
- c. Provide to the administrative agent a description of the types of utilities and which utilities will be included in the rent.
- d. Agree and ensure that the utility configuration established at the start of the rent-up process not be altered at any time throughout the restricted period.
- e. Provide to the administrative agent a proposed form of lease for any rental units.
- f. Ensure that the tenant selection criteria for the applicants for affordable units not be more restrictive than the tenant selection criteria for applicants for non-restricted units.
- g. Strive to maintain the continued occupancy of the affordable units during the entire restricted period.

3. In addition to A, above, the owner of affordable for-sale developments containing affordable for-sale units subject to this subchapter or the assigned management company thereof shall provide the administrative agent:

- a. Proposed pricing for all units, including any purchaser options and add-on items.
- b. Condominium or homeowner association fees and any other applicable fees.
- c. Estimated real property taxes.
- d. Sewer, water, trash disposal, and any other utility assessments.
- e. Flood insurance requirement, if applicable.
- f. The State-approved planned real estate development public offering statement and/or master deed, where applicable, as well as the full build-out budget.

V. Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an owner, developer or tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

2. After providing written notice of a violation to an owner, developer or tenant of an affordable unit and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the Court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

i. A fine of not more than \$1,000 or imprisonment for a period not to exceed 90 days, or both, unless otherwise specified below, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

ii. In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Affordable Housing Trust Fund of the gross amount of rent illegally collected;

iii. In the case of an owner who has rented his or her affordable unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

3. The municipality shall have the authority to levy fines against the owner of the development for instances of noncompliance with NJHRC advertising requirements (N.J.S.A. 52:27D-321.6.e.(2)), following written notice to the owner. The fine for the first offense of noncompliance shall be \$5,000, the fine for the second offense of noncompliance shall be \$10,000, and the fine for each subsequent offense of noncompliance shall be \$15,000.

4. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a

judgment of default of the first purchase money mortgage and shall constitute a lien against the low- or moderate-income unit.

a. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the affordable unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

b. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- or moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus shall be placed in escrow by the municipality for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the municipality.

c. Foreclosure due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as they apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

d. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the affordable unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the affordable unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be

treated in the same manner as the excess that would have been realized from an actual sale as previously described.

e. Failure of the low- or moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser that may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- or moderate-income unit as permitted by the regulations governing affordable housing units.

f. The affordable unit owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.

5. It is the responsibility of the municipal housing liaison and the administrative agent(s) to ensure that affordable housing units are administered properly. All affordable units must be occupied within a reasonable amount of time and be re-leased within a reasonable amount of time upon the vacating of the unit by a tenant. If an administrative agent or municipal housing liaison becomes aware of or suspects that a developer, landlord, or property manager has not complied with these regulations, it shall report this activity to the Division. The Division must notify the developer, landlord, or property manager, in writing, of any violation of these regulations and provide a 30-day cure period. If, after the 30-day cure period, the developer, landlord, or property manager remains in violation of any terms of this subchapter, including by keeping a unit vacant, the developer, landlord, or property manager may be fined up to the amount required to construct a comparable affordable unit of the same size and the deed-restricted control period will be extended for the length of the time the unit was out of compliance, in addition to the remedies provided for in this section. For the purposes of this subsection, a reasonable amount of time shall presumptively be 60 days, unless a longer period of time is required due to demonstrable market conditions and/or failure of the municipal housing liaison or the administrative agent to refer a certified tenant.

6. Banks and other lending institutions are prohibited from issuing any loan secured by owner occupied real property subject to the affordability controls set forth in this subchapter if such loan would be in excess of amounts permitted by the restriction documents recorded in the deed or mortgage book in the county in which the property is located. Any loan issued in violation of this subsection is void as against public policy.

7. The Agency and the Department hereby reserve, for themselves and for each administrative agent appointed pursuant to this subchapter, all of the rights and remedies available at law and in equity for the enforcement of this subchapter, including, but not limited to, fines, evictions, and foreclosures as approved by a county-level housing judge.

## 8. Appeals

a. Appeals from all decisions of an administrative agent appointed pursuant to this subchapter must be filed, in writing, with the municipal housing liaison. A

decision by the municipal housing liaison may be appealed to the Division. A written decision of the Division Director upholding, modifying, or reversing an administrative agent's decision is a final administrative action.

W. Development Fees.

1. Purpose

a. This section establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with the amended Fair Housing Act (P.L.2024, c.2), N.J.A.C. 5:99, and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low-, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

2. Basic Requirements

a. The municipality previously adopted a development fee ordinance, which established the Municipal Affordable Housing Trust Fund.

b. The municipality shall not spend development fees until the court has approved a plan for spending such fees.

3. Residential Development Fees

a. Imposed fees

i. Residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

ii. When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of 6.0% of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage of 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

b. Eligible exactions, ineligible exactions and exemptions for residential development

i. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made an eligible payment in lieu of on-site construction of affordable units, if permitted by ordinance, or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2, shall be exempt from development fees.

ii. Developments that have received preliminary or final site plan approval prior to the adoption of this ordinance and any preceding ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where a site plan approval does not apply, the issuance of a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the development fee ordinance in effect on the date that the construction permit is issued.

iii. Development fees shall not be imposed and collected when an existing single family residential structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement.

iv. No development fee shall be collected for the demolition and replacement of a residential building resulting from a fire or natural disaster.

4. Non-Residential Development Fees

a. Imposition of fees

i. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and

improvements, for all new non-residential construction on an unimproved lot or lots.

ii. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

iii. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure; i.e., land and improvements; and such calculation shall be made at the time a final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

b. Eligible exactions, ineligible exactions and exemptions for non-residential development

i. The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to a 2.5% development fee, unless otherwise exempted below.

ii. The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

c. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption." Any exemption claimed by a developer shall be substantiated by that developer.

d. A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.

e. If a property that was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner

of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the municipality as a lien against the real property of the owner.

5. Collection Procedures

a. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.

b. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Non-Residential Development Certification/Exemption," to be completed by the developer as per the instructions provided in the Form N-RDF. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided on Form N-RDF. The tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

c. The construction official responsible for the issuance of a building permit shall notify the tax assessor of the issuance of the first construction permit for a development that is subject to a development fee.

d. Within 90 days of receipt of that notice, the tax assessor shall provide an estimate, based on the plans filed, of the equalized assessed value of the development.

e. The construction official responsible for the issuance of a final certificate of occupancy shall notify the tax assessor of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.

f. Within 10 business days of a request for the scheduling of a final inspection, the tax assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

g. Should the municipality fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of section 37 of P.L.2008, c.46 (N.J.S.A. 40:55D-8.6).

h. Fifty percent (50%) of the development fee shall be collected at the time of issuance of the construction permit. The remaining portion shall be collected at the time of issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the

construction permit and that determined at the time of issuance of certificate of occupancy.

6. Appeal of development fees

a. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by that board, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the board may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

b. A developer may challenge non-residential development fees imposed by filing a challenge with the director of the Division of Taxation. Pending a review and determination by the director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the municipality. Appeals from a determination of the director may be made to the Tax Court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. Affordable Housing Trust Fund

a. A separate, interest-bearing Municipal Affordable Housing Trust Fund shall be maintained by the chief financial officer of the municipality for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

b. The following additional funds shall be deposited in the Municipal Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

i. Payments in lieu of on-site construction of an affordable unit, where previously permitted by ordinance or by agreement with the municipality and if approved by a municipality prior to the statutory elimination of payments in-lieu on March 20, 2024 per P.L.2024, c.2;

ii. Funds contributed by developers to make 10% of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;

iii. Rental income from municipally operated units;

iv. Repayments from affordable housing program loans;

- v. Recapture funds;
  - vi. Proceeds from the sale of affordable units; and
  - vii. Any other funds collected in connection with the municipal affordable housing program including but not limited to interest earned on fund deposits.
- c. The municipality shall provide the Division with written authorization, in the form of a tri-party escrow agreement(s) between the municipality, the Division and the financial institution in which the municipal affordable housing trust fund has been established to permit the Division to direct the disbursement of the funds as provided for in N.J.A.C. 5:99-2.1 et seq.
- d. Occurrence of any of the following deficiencies may result in the Division requiring the forfeiture of all or a portion of the funds in the municipal Affordable Housing Trust Fund:
- i. Failure to meet deadlines for information required by the Division in its review of a development fee ordinance;
  - ii. Failure to commit or expend development fees within four years of the date of collection in accordance with N.J.A.C. 5:99-5.5;
  - iii. Failure to comply with the requirements of the Non-Residential Development Fee Act and N.J.A.C. 5:99-3;
  - iv. Failure to submit accurate monitoring reports pursuant to this subchapter within the time limits imposed by the Act, this chapter, and/or the Division;
  - v. Expenditure of funds on activities not approved by the Superior Court or otherwise permitted by law;
  - vi. Revocation of compliance certification or a judgment of compliance and repose;
  - vii. Failure of a municipal housing liaison or administrative agent to comply with the requirements set forth at N.J.A.C. 5:99-6, 7, and 8;
  - viii. Other good cause demonstrating that municipal affordable housing funds are not being used for an approved purpose.
- e. All interest accrued in the housing trust fund shall only be used on eligible affordable housing purposes approved by the Court.

8. Use of Funds

a. The expenditure of all funds shall conform to a Spending Plan approved by Superior Court. Funds deposited in the municipal Affordable Housing Trust Fund may be used for any activity approved by the Court to address the fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market-to-affordable program; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost-saving and in accordance with accepted national or state standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by Superior Court and specified in the approved Spending Plan.

b. Funds shall not be expended to reimburse the municipality or activities that occurred prior to the authorization of a municipality to collect development fees.

c. At least a portion of all development fees collected and interest earned shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. A portion of the development fees which provide affordability assistance shall be used to provide affordability assistance to very low- income households.

i. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, infrastructure assistance, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

ii. Affordability assistance for very low income households may include producing very low-income units or buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.

d. No more than 20% of all affordable housing trust funds, exclusive of those collected to fund an RCA prior to July 17, 2008, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare and implement a Housing Element and Fair Share Plan, administer an Affirmative Marketing Program and for compliance with the

Superior Court and the Program including the costs to the municipality of resolving a challenge.

9. Monitoring

a. On or before February 15 of each year, the municipality shall provide annual electronic data reporting of trust fund activity for the previous year from January 1st to December 31st through the AHMS Reporting System. This reporting shall include an accounting of all Municipal Affordable Housing Trust Fund activity, including the sources and amounts of all funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, previously eligible payments in lieu of constructing affordable units on site (if permitted by ordinance or by agreement with the municipality prior to the March 20, 2024 statutory elimination per P.L. 2024, c.4), funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income from municipally-owned affordable housing units, repayments from affordable housing program loans, interest and any other funds collected in connection with municipal housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

10. Ongoing Collection of Fees

a. The ability to impose, collect and expend development fees shall continue so long as the municipality retains authorization from the Court in the form of Compliance Certification or the good faith effort to obtain it.

b. If the municipality fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to section 20 of P.L.1985, c.222 (C. 52:27D-320).

11. Emergent Affordable Housing Opportunities. Requests to expend affordable housing trust funds on emergent affordable housing opportunities not included in the municipal fair share plan shall be made to the Division and shall be in the form of a governing body resolution. Any request shall be consistent with N.J.A.C. 5:99-4.1.

Section 2. Repealer

All ordinances or code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 3. Severability

If any section, subsection, paragraph, sentence or any other part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

Section 4 Effective Date

This ordinance shall take effect twenty (20) days after publication, as provided by law.

Introduced: February 17, 2026      Adopted:

**BYRAM TOWNSHIP COUNCIL**

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

**NOTICE OF INTRODUCTION**

Notice is hereby given that the foregoing Ordinance No. 003-2026 was submitted in writing at a meeting of the Mayor and Council of the Township of Byram, in the County of Sussex, New Jersey, held on the 17<sup>th</sup> of February, 2026. Introduced and read by title and passed on the first reading and that said Township Mayor and Council will further consider the Ordinance for second reading and final passage thereof at a meeting to be held on the 3<sup>rd</sup> day of March, 2026 at 7:30 p.m., at the Township of Byram Municipal Building, 10 Mansfield Drive, Stanhope, New Jersey, at which time and place a public hearing will be held thereon by the Township Council and all persons and citizens in interest shall have an opportunity to be heard concerning same. Copies of this ordinance are available at the Clerk’s office Monday through Friday from 8:30 a.m. to 4:30 p.m.