HARMONY SAND AND GRAVEL QUARRY PERMIT

- Please refer to prior Engineering reports for 2017, 2018, 2019 & 2020 permit application summaries.

- HS&G’s 2021 Quarrying License Application has been received by this office and the Township via email, dated January 26, 2021 from LAN Associates. As of the date of this report we have not had the opportunity to perform a Site Inspection of the Front Pit or complete the review of the application. Based upon a conversation with K. Campbell, Esq. the applicant has noticed for the hearing to commence at the February 2, 2021 Committee meeting. We have no objection to the applicant beginning their testimony with the hearing to be continued at the March 2, 2021 meeting.

- Our office has reviewed the 2021 Quarry License Application and has provided our report under separate cover to the Committee.

- The Committee approved HS&G’s 2021 Quarry License at their March 2, 2021 meeting. The memorializing Resolution should be scheduled for adoption at the April 6, 2021 Committee meeting.

- The memorializing Resolution approving the 2021 Quarry License is scheduled for adoption at the May 4, 2021 Committee meeting.

- We have received a September 21, 2021 email from R. Panucci seeking permission to begin construction of the proposed relocated Haul Road. Plans for the new Haul Road were submitted in 2020 in conjunction with their annual Mining Application. A preliminary review of these plans was provided in our May 29, 2020 letter to the Committee. There are two (2) issues which we wish to discuss with the Committee prior to this work commencing. The first is whether the Committee has the authority to approve the plans for the relocated Haul Road as part of the Quarry License process without any other Township approvals. The second is whether there are any legal issues with the construction of the proposed new Haul Road as it will result in the removal of the existing Haul Road. The Committee will recall that there was litigation between HS&G and Star D Farm over the ownership of the existing Haul Road and rights to the sand and gravel beneath the Haul Road. Our office will be conducting a final review of the plans and required other agency permits prior to permitting the construction to begin.

- Based on an October 26, 2021 conversation with K. Campbell, we are in agreement that the Committee can authorize the construction of the new Haul Road and removal of a portion of the old Haul Road without any input from the Land Use Board. It was also noted in our conversation
that it will be incumbent upon HS&G to abide by all provisions of the settlement of the Haui Road litigation. We anticipate scheduling a pre-construction meeting with HS&G and R. Panicucci and the Upper Delaware SCD prior to the start of the work.

- Construction of the new Haui Road has commenced. The work is being inspected by our inspection staff on an as needed basis. Good progress is being made by Earth Efficient on the restoration of the side slopes within Pit 2. Based upon our inspection on November 30, 2021 a significant portion of the slopes along the Buckhorn Creek side of the pit have been “flattened” to what appear to be 3:1 slopes and topsoil has been placed in certain areas. As-built plans will need to be provided by HS&G prior to our final acceptance of the restoration. It appears that the northern side of Pit 2, which parallels Roxburg Station Road, still needs the slopes to be “flattened”. It is also noted that that soundings and as-built cross sections will need to be provided for the underwater slopes prior to our acceptance of the work.

- Please be advised that the applicant recently submitted their annual quarry permit application for 2022. We received the information on January 26, 2022. We obviously did not have sufficient time to develop our review and issue our report in advance of the February 1, 2022 Committee Meeting.

- Our review of HS&G’s 2022 quarrying application, dated February 25, 2022 was submitted to the Committee in advance of the March meeting. Note that we have also submitted a March 28, 2022 letter to the Committee, for its files, which includes documents from Earth Efficient confirming the sources of the imported fill used in the reclamation of Hartung Pit 2 and test results confirming that the material meets NJDEP standards for “clean fill”.

- The Committee at its April 5, 2022 meeting approved HS&G’s 2022 quarrying permit with conditions. A resolution, prepared by both this office and K. Campbell, Esq., was adopted by the Committee at its May 3, 2022 meeting.

- Based upon potential environmental concerns expressed by S. Gruenberg, Esq., the applicant has agreed to perform Soils testing for Pit #2. We have spoken with S. Wilhelm, Esq., and R. Panicucci, P.E., regarding progress on the environmental testing which was agreed to be conducted by HS&G within Pit 2. They are in the process of selecting an environmental consultant. We will be coordinating with their consultant on the proposed scope of the work and the testing that will be required.

- Based upon a July 5, 2022 email from R. Panicucci, P.E., HS&G is retaining RMS Environmental to conduct the additional environmental investigation required by the Committee within Pit #2. We are awaiting a proposed scope of work from RMS for our review and approval.

- Our office received an environmental testing proposal for Pit 2 from RMS Environmental by email on July 25, 2022. Gene Weber forwarded the RMS proposal and scope of testing to the Township Committee via e-mail, on August 3, 2022. Our office is currently reviewing the proposed testing and will provide our recommendations under separate cover.
- Our office prepared an August 17, 2022 letter to LAN Associates with comments on the RMS Environmental testing proposal. Copies were provided to the Committee. We are awaiting receipt of a revised proposal for our final review and approval prior to the commencement of testing.

- There has been recent activity and progress made at the site relative to areas which needed to be re-graded to achieve the 3:1 maximum slope.

**SHANDOR’S USED AUTO PARTS / JUNKYARD LICENSE**  
(No change since last month’s report)

- Our office has received a copy of the 2020 Junkyard application on March 16, 2020. Under separate cover, our review of the application will be provided to the Committee for consideration at the April 7, 2020 Committee meeting. It is noted that the application does not clearly identify who is the applicant and the names of the owners along with the consent of all owner’s (both lots). We believe these matters need to be clarified prior to proceeding. The advice of Attorney Campbell should be sought.

- The Committee took no action on the 2020 permit at its April 7, 2020 meeting. The matter was carried to the May 5, 2020 meeting. A copy of our April 3, 2020 review of the 2020 license application has been submitted to the Committee for consideration. It is noted that the Committee did ask K. Campbell to contact NJDEP to obtain information on outstanding NJDEP violations on these properties.

- Action on the 2020 license was tabled at the June 2, 2020 TC meeting based upon the recent passing of Mr. & Mrs. Shandor.

- Refer to K. Campbell’s July 25, 2020 memo to the Committee. The applicant has been advised that the Shandor estate needs to be probated to clarify ownership of the junkyard prior to the Committee approving the 2020 license.

- A 3rd Zoning Violation was issued by Joe Rossi on October 22, 2020 for operation of the junkyard without a license. The junkyard’s license was revoked by the Committee last year for failure of the junkyard to provide correct information on the owner of the land and owners of the entity operating the junkyard. The matter is scheduled for Municipal Court hearing on February 4, 2021. In addition, we received from K. Campbell a copy of a January 15, 2021 Consent Order and Settlement Agreement requiring the owners to bring the site into compliance with applicable NJDEP rules.

- March 4, 2021 was the most recent court appearance on the zoning compliant. During the hearing, the applicant’s attorney, William Mandry, Esq, stated that the applicant would be submitting a new application for the 2021 Junkyard Permit. A Junkyard License application was received at the Township on March 8, 2021. It appears that the Junkyard has been conveyed through the Estate of Joseph Shandor to Jeffery Riddle. I will be discussing the review of this “new” application with Attorney Campbell.

- The judge granted a continuation for the hearing to April 15, 2021.
• The Junkyard License was conditionally approved by the Committee at its April 6, 2021 meeting. Based upon our inspection on April 28, 2021 the condition requiring that abandoned vehicles be removed from the adjoining field has not been satisfied. The Riddle’s should be notified by the Clerk of the issue. The 2021 License should be withheld until the condition is satisfied. The most recent court hearing on this matter was held on April 15, 2021. No action was taken as Attorney Mandry did not appear before the court with no explanation to the court. The municipal court hearing for operating the junkyard without a license since 2020 has been continued to May 6, 2021.

• Abandoned vehicles in the adjoining field have been removed by the applicant so the 2021 Junkyard License should be provided to the applicant by the Clerk if not already released. The Municipal Court action for operating a junkyard without a license has been adjudicated with the Court finding the owner guilty with the issuance of a fine.

• We have received Shandor’s 2022 Junkyard License Application. A copy of our review report will be provided under separate cover in advance of the April 5, 2022 Committee meeting.

• No action was taken on the 2022 Junkyard License at the April 5, 2022 Committee meeting. As suggested by the Committee, K. Campbell, Esq. sent an April 14, 2022 letter to J. Riddle requiring that he address the comments in FCE’s April 4, 2022 review letter prior to the application being considered for approval. As of the date of this report, no additional information has been received from Mr. Riddle.

• Comments from our April 4, 2022 letter have been addressed. The approval Resolution has been provided to the Committee for adoption at the June 7, 2022 Committee meeting. In addition, the Committee at its May 3, 2022 meeting suggested that the Junkyard ordinance should be amended to include a requirement for escrow fees.

• Our office did a site inspection of the property on June 3, 2022 and found that no cars were located outside of the fence in the field area.

FOX FARM ROAD, SECTION 2 (2021 NJDOT Grant Project)

• The Township was notified by the State that they received a grant in the amount of $136,700 for the resurfacing of Fox Farm Road Section 2.

• A Budget Memo was sent to the Township which showed a significant shortfall for this work. FCE is presently evaluating a modification to the scope of the work (shorten the length roadway to be resurfaced) and will provide a revised budget amount to the Township.

• The snow covering the existing Guide Rail has forced a delay in the modification to the Initial Budget Memo, but we are hoping to provide the Committee a revised Budget memo in advance of the 3/2/21 TC Meeting under separate cover.

• FCE has scheduled the field survey work and will begin to develop the initial documents for submission to DOT.

• The Field survey work has been completed and we are now proceeding with the design phase of the project. Per prior discussions and the subsequent approval from the Twp. Committee, this
section of Fox Farm Rd. is longer (almost 1.5 Miles) than “conventional” DOT Grant projects. This will obviously have a direct impact on the total costs of the project (as outlined in our Jan. Memo to the Committee).

- Plans, Specifications and Engineers estimate was submitted to NJDOT on August 4, 2021. NJDOT has reviewed our submittal and we may proceed with award to Morris County Cooperative Pricing council.

- The Morris County Cooperative Pricing Council paving contractor is not able to schedule the resurfacing of Fox Farm Road for this year. The NJDOT approvals are in place, and we will be in position to have this project started in the Spring of 2022.

- A new resolution of award has been sent to the Township to reflect the new 2022 Morris County Cooperative Pricing Council bid prices so this project can proceed as soon as the weather allows.

- NJDOT has given the Township approval to Start construction. FCE has spoken with the DPW and the paving contractor to schedule paving for the end of April, beginning of May.

- Paving was completed on April 26th and 27th. The Guiderail contractor is scheduled for May 9, 2022, and the striping contractor has been contacted, but we do not have a scheduled date from them yet.

- Guiderail and striping have been completed. Coring has been requested but as of the date of this report, we do not have a confirmed schedule for same. Final inspection from DOT has also been requested.

- Coring was completed, there was a 0.5% penalty assessed to the contractor for failure on the air voids. DOT completed the final inspection and has accepted the project. Final close out documents have been sent to the Township for signatures.

- Final close out documents have been sent to DOT for final payment and completion of the project.

Ridge Road Section 2 (2022 NJDOT Grant Project)
(No change from last month)

- The Township was notified by the State that they received a grant in the amount of $131,600 for the resurfacing of Ridge Road Section 2.

- A Budget Memo was sent to the Township which showed a significant shortfall for this work. A shortened section of Ridge Road was also presented in the budget memo for the Township to evaluate and discuss. Obviously, Kathleen will need to be involved in these discussions from an overall budgeting perspective for 2022.

- Based upon the Budget Memo referenced above, it is our understanding that the Township is evaluating some options for proceeding with this project. The Township will need to advise our office regarding how they would like to proceed with this project for 2022 based upon the fairly significant shortfall of Grant monies ($131,600.00 vs. the estimated cost of the project).
- The Township has decided to proceed with the full length of roadway. FCE is in the process of surveying the road and creating the base mapping.

- FCE has completed the field survey work and is in the process of developing the base mapping for the project.

- Base mapping has been created, however in response to the Asphalt Price adjustment and Fuel price adjustment FCE is waiting for confirmation on the limits of work.

- As per the escalated costs associated with projects of this type which were evident in conjunction with the Fox Farm Road, Section 2 project, the TWP. Committee has decided not to proceed with Ridge Road, Section 2 this year. We will continue to monitor the cost increases and advise the Committee accordingly.

**2021 LOCAL RECREATION IMPROVEMENT GRANT**

(No change from last month)

- After discussions with Kelley Smith, the Township is moving forward with an application through this grant program for the construction of a walking path at the recreation site. Donna Becker, PE (our office) will use all of the information that was prepared for the TA-Set Aside Grant (Refer to prior item listed in this report) and will prepare all necessary supporting documents to submit the application. There are a number of forms that need to be signed by the Township which have been previously forwarded to Kelley Smith. Applications are due through NJDCA SAGE by May 24, 2021.

- This application was submitted on May 19, 2021.

- In the beginning of January, we were informed that we did not receive this grant. However, after looking at the grants awarded, we think we should submit a “new/modified” application in 2022 with a reduced scope of work, less amenities, and the walking path. The State is not currently accepting applications for 2022.

- The Township is going to resubmit this grant through the TA-Set Aside Program. Applications are due November 3, 2022, virtual Pre-Application meetings are required, and the Township has their virtual meeting set up for September 8, 2022 at 10:00am.

**2023 NJDOT Grant Applications**

(No change from last month)

- Grant Applications were due to be submitted by July 1, 2022. The Township has applied for Ridge Road, Section 3, as their first priority and River Road as their second priority. Resolutions for approval will be sent to the Township for action at the July 12th TC meeting as they must be submitted to the NJDOT within 30 days from the grant submittal deadline.

- The grant applications for Ridge Road, Section 3 and River Road were electronically filed with NJDOT on June 29, 2022.

- Resolutions for electronic submission were submitted in PMRS on July 27, 2022.
MS4 Municipal Separate Storm Sewer System General Permit

- The Township received a July 1, 2022 letter from NJDEP indicating that the Township is being reassigned as a Tier A Municipality. It is currently and has been a Tier B. The letter explains that the main reason for the change is the level of pollutants which are found to be present within many of the streams and waterways within the Township. It is our understanding that all Tier B Townships within the County and many around the State are being upgraded to Tier A. The upgrade imposes more responsibilities on the Township to conform to its NJDEP General Stormwater Permit, including, but not limited to, additional responsibilities for the DPW, preparation of Township wide storm sewer outfall maps, preparation of a Stormwater Pollution Prevention Plan (SPPP), etc. At this point we are not certain whether this decision can be appealed. We will continue to monitor the “situation” and keep you informed. For your information and interest, please take note that all of the Municipalities we represent in Warren County that were originally designated as Tier B, have all been upgraded to Tier A.

- On August 24th, Gene Weber and I attended a virtual meeting hosted by the NJDEP for the Township MS4 Tier B Reassignment. Further instructions, schedule, and Grant availability will be provided to the Township in the near future. We will continue to advise the Township as the Reassignment process moves forward.

Zoning Ordinance (Solar) Amendment

- At the request of the Committee our office has prepared an amendment to the Zoning Ordinance, Chapter 165, to include Solar Production Systems as permitted uses within Industrial Zoning districts to conform with provisions in the Municipal Land Use Law (re: N.J.S.A. 40:55-66.11) which were enacted in 2009. A copy of the suggested zoning ordinance amendment will be provided to the Committee under separate cover.

cc: Kelley Smith, Clerk, via email only
    Kathleen Reinalda, CFO, via email only
    Randy Hoffman, DPW, via email only
    Kyle Clauss, Esq., via email only
<table>
<thead>
<tr>
<th>DATE</th>
<th>NAME</th>
<th>LOCATION</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.11.22</td>
<td>Esposito Road Cell Tower</td>
<td>160 Esposito Road Block 44, Lot 20</td>
<td>Referred applicant to LU Board to determine need for LU Board Application to add antennae to the existing cell tower</td>
</tr>
<tr>
<td>1.31.22</td>
<td>Robert Pernini</td>
<td>100 Esposito Road Block 44, Lot 19.01</td>
<td>Issued Notice of Violation for conducting welding business within a residential zone.</td>
</tr>
<tr>
<td>2.1.22</td>
<td>Joseph Bellucci</td>
<td>247 Fiddler’s Elbow Road Block 12, Lot 13.02</td>
<td>Issued Zoning Permit for rooftop solar installation</td>
</tr>
<tr>
<td>2.09.22</td>
<td>Crown Castle USA</td>
<td>22 Demeter Road Block 14, Lot 9.02</td>
<td>Issued Zoning Denial for cell tower modifications. Referred applicant to Land Use Board.</td>
</tr>
<tr>
<td>2.14.22</td>
<td>Donna Gero</td>
<td>300 Harmony Brass Castle Road Block 21, Lot 3</td>
<td>Issued Zoning Permit for replacement of existing retaining wall.</td>
</tr>
<tr>
<td>2.15.22</td>
<td>Matthew Bichler</td>
<td>Belvidere Road Block 8, Lot 10.01</td>
<td>Provided information on permitted uses</td>
</tr>
<tr>
<td>2.15.22</td>
<td>Robert Pernini</td>
<td>100 Esposito Road Block 44, Lot 19.01</td>
<td>Received response from Pernini sufficient to halt Notice of Violation proceedings.</td>
</tr>
<tr>
<td>2.22.22</td>
<td>William Cook</td>
<td>1821 River Road Block 47.01, Lot 22</td>
<td>Provided information on potential zoning issues and environmental constraints on potential development.</td>
</tr>
<tr>
<td>2.22.22</td>
<td>GPAC Holdings, Inc. (P. Sandhu)</td>
<td>Harmony Station Road Block 34, Lot 21.01</td>
<td>Issued Zoning Permit Denial for construction of a new single family residential dwelling. Additional information required.</td>
</tr>
<tr>
<td>3.1.22</td>
<td>Star D Farm, LLC</td>
<td>200 Roxburg Station Road Block 7, Lot 1.03</td>
<td>Issued Zoning Permit for construction of indoor riding arena.</td>
</tr>
<tr>
<td>3.7.22</td>
<td>Robert Ryan (Easton resident)</td>
<td>Harmony Station Road</td>
<td>Issued Notice of Violation for littering / illegal dumping along Harmony Station Road.</td>
</tr>
<tr>
<td>3.7.22</td>
<td>Stephen Nemec</td>
<td>2841 Belvidere Road Block 36, Lot 3</td>
<td>Issued Zoning Permit for 30’ by 40’ pole barn.</td>
</tr>
<tr>
<td>Date</td>
<td>Name</td>
<td>Address</td>
<td>Action</td>
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</tr>
<tr>
<td>3.7.22</td>
<td>Juan Corndao</td>
<td>40 Harmony Brass Castle Road</td>
<td>Issued Notice of Violation for importation of fill without a permit. Owner agreed to cease importation and provide clean fill certification.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Block 25, Lot 27.01</td>
<td></td>
</tr>
<tr>
<td>3.8.22</td>
<td>Tipton’s Tavern</td>
<td>3231 Belvidere Road Block 4, Lot 14</td>
<td>Issued Zoning Permit for construction of gazebo.</td>
</tr>
<tr>
<td>3.23.22</td>
<td>Okain property</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Kyle Kashenes</td>
<td>905 Ridge Road Block 9, Lot 43</td>
<td>Issued Zoning Permit Denial for detached garage based upon encroachment into riparian buffer of Buckhorn Creek. NJDEP permit required.</td>
</tr>
<tr>
<td>3.29.22</td>
<td>Frank Santini</td>
<td>841 Marble Hill Road Block 34, Lot 10</td>
<td>Issued Notice of Violation for accumulation of junk/debris.</td>
</tr>
<tr>
<td>3.29.22</td>
<td>Donald Quick</td>
<td>798 Marble Hill Road Block 33, Lot 17</td>
<td>Issued Notice of Violation for accumulation of junk/debris.</td>
</tr>
<tr>
<td>3.29.22</td>
<td>Ryan Reamer</td>
<td>9 South River Terrace Block 48, Lot 18</td>
<td>Issued Notice of Violation for accumulation of junk/debris.</td>
</tr>
<tr>
<td>3.29.22</td>
<td>Larry Smith</td>
<td>39 Swamp Road Block 26, Lot 16</td>
<td>Issued Notice of Violation for accumulation of junk/debris.</td>
</tr>
<tr>
<td>3.29.22</td>
<td>James Kiefer</td>
<td>2091 River Road Block 47, Lot 6</td>
<td>Issued Notice of Violation for parking of recreational vehicle in residential driveway.</td>
</tr>
<tr>
<td>4.13.22</td>
<td>Signature Estates</td>
<td>3 Green Valley Way Block 38, Lot 11.20</td>
<td>Issued list of requirements for a C.O. to T. Witteman</td>
</tr>
<tr>
<td>4.25.22</td>
<td>Vito Perrotti</td>
<td>2613 Belvidere Road Block 35, Lot 13</td>
<td>Issued Zoning Permit for 12’ by 16’ shed.</td>
</tr>
<tr>
<td>5.11.22</td>
<td>Gina McRoberts</td>
<td>2909 Hutchinson Road Block 5, Lot 56</td>
<td>Issued opinion that apartments on second floor are not permitted in the R-150 Zone.</td>
</tr>
<tr>
<td>5.11.22</td>
<td>Mike Iannelli</td>
<td>365 Montana Road Block 24, Lot 2.01</td>
<td>Issued Zoning Permit for roof mounted solar.</td>
</tr>
<tr>
<td>Date</td>
<td>Name</td>
<td>Address</td>
<td>Action Description</td>
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</tr>
<tr>
<td>5.11.22</td>
<td>Frank Santini</td>
<td>841 Marble Hill Road Block 34, Lot 10</td>
<td>Issued Summons for accumulation of junk/debris.</td>
</tr>
<tr>
<td>5.11.22</td>
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<td>798 Marble Hill Road Block 33, Lot 17</td>
<td>Issued Summons for accumulation of junk/debris.</td>
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</tr>
<tr>
<td>5.11.22</td>
<td>Larry Smith</td>
<td>39 Swamp Road Block 26, Lot 16</td>
<td>Issued Summons for accumulation of junk/debris.</td>
</tr>
<tr>
<td>5.10.22</td>
<td>1010 Broad Street</td>
<td>Block 42, Lot 18</td>
<td>Inspected property for high weeds and dilapidated shed. Property is in foreclosure. Awaiting title search to determine current owner.</td>
</tr>
<tr>
<td>5.11.22</td>
<td>Harmony Township</td>
<td>3033 Belvidere Road Block 38, Lot 10</td>
<td>Issued Zoning Permit for ground mounted site identification sign.</td>
</tr>
<tr>
<td>5.23.22</td>
<td>Vision Solar</td>
<td>15 Harmony Terrace Block 49, Lot 53</td>
<td>Issued Zoning Permit for roof mounted solar.</td>
</tr>
<tr>
<td>6.1.22</td>
<td>Juan Corndao</td>
<td>40 Harmony Brass Castle Road Block 25, Lot 27.01</td>
<td>Issued follow up email requiring report documenting that imported material is clean fill.</td>
</tr>
<tr>
<td>6.1.22</td>
<td>Luis Romero</td>
<td>1016 Railroad Avenue Block 43, Lot 31</td>
<td>Issued Zoning Permit for above ground swimming pool.</td>
</tr>
<tr>
<td>6.1.22</td>
<td>George Kocher III Trust</td>
<td>2967 Hutchinson River Road Block 5, Lot 34</td>
<td>Issued Notice of Violation for high grass.</td>
</tr>
<tr>
<td>6.28.22</td>
<td>Michael Damato</td>
<td>1212 Harmony Station Road Block 36, Lot 1.03</td>
<td>Issued Zoning Permit for above ground swimming pool.</td>
</tr>
<tr>
<td>6.29.22</td>
<td>Christina Madurki</td>
<td>249 Fiddler's Elbow Road Block 12, Lot 13.03</td>
<td>Issued Zoning Permit for in-ground pool.</td>
</tr>
<tr>
<td>7.20.22</td>
<td>John McCauley</td>
<td>Alpha Street Block 42, Lot 14</td>
<td>Filed complaint with Municipal Court for sumac violations.</td>
</tr>
<tr>
<td>Date</td>
<td>Name</td>
<td>Address</td>
<td>Description</td>
</tr>
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</tr>
<tr>
<td>8.1.22</td>
<td>Walter Knittel</td>
<td>1003 Harmony Station Road Block 37, Lot 12</td>
<td>Issued Notice of Violation for accumulation of junk and debris.</td>
</tr>
<tr>
<td>8.2.22</td>
<td>Jim Fox</td>
<td>949 Harmony Brass Castle Road Block 13, Lot 5</td>
<td>Issued Zoning Permit &amp; Highlands Exemption for construction of above ground swimming pool and deck.</td>
</tr>
<tr>
<td>8.3.22</td>
<td>Estate of Anna Hariot</td>
<td>583 Montana Road Block 21, Lot 38</td>
<td>Issued Zoning Permit &amp; Highlands Exemption for stand-by generator.</td>
</tr>
<tr>
<td>8.3.22</td>
<td>Korey Petrovski</td>
<td>58 Ridge Road Block 26, Lot 35</td>
<td>Issued Zoning Permit for above ground pool &amp; shed</td>
</tr>
<tr>
<td>8.22.22</td>
<td>Michael Caropolo</td>
<td>1939 Belvidere Road Block 33, Lot 47.01</td>
<td>Issued Zoning Permit for residential ground mounted solar facility.</td>
</tr>
<tr>
<td>8.22.22</td>
<td>Eric Revesz</td>
<td>725 Harmony Brass Castle Road Block 11, Lot 30</td>
<td>Issued Zoning Permit for rooftop solar facility.</td>
</tr>
</tbody>
</table>
August 17, 2022

Kelley Smith, Clerk
Municipal Building
3003 Belvidere Road
Phillipsburg, NJ 08865

Dear Ms. Smith,

Thank you for sending me a copy of Resolution #22-29 in opposition to the New Jersey Division of Alcoholic Beverage Control’s special conditions on limited brewery licensees.

I do not support the new ruling. The special conditions are onerous and set arbitrary limitations on breweries.

Recently Senate Bill 3042 was introduced in the Senate to amend the current law. The new legislation will be less restrictive, allowing brewers more freedom and control over their business. I support the bill.

I want to see the brewery industry thrive in New Jersey and I will work with my colleagues in the Senate to make that happen.

Do not hesitate to contact me in the future if I can assist you.

Sincerely,

Michael J. Doherty
Member of the State Senate

MJD/pb
August 24, 2022

TO: Community Partners / Providers

FROM: JanMarie McDyer, Transportation Coordinator

RE: Notice of Public Hearing - 2023 Casino Revenue Grant

Attached please find a public hearing notice for the 2023 Senior Citizen and Disabled Residents Transportation Assistance Program, funded through the NJ Transit Corporation.

The public hearing will be held on Thursday, September 8, 2022 at 12:00 pm at the Warren County Southwest Library Branch, 404 County Route 519, Phillipsburg, NJ 08865.

If you are interested in attending the hearing and or would like information on the existing paratransit program, please feel free to contact our office.

Thank you.

JMM:alp
Attach
For additional information, contact JanMarie McDyer at the above number.

IMMEDIATE RELEASE

Public Service Announcement

NOTICE OF PUBLIC HEARING: 2023 CASINO REVENUE GRANT

The Warren County Department of Human Services – Division of Administration announces that a public hearing will be held on Thursday, September 8, 2022 at 12:00 pm to discuss the 2023 Casino Revenue Grant Application. This meeting will be held at Warren County Southwest Branch, 404 County Route 519, Phillipsburg, NJ 08865.

Calendar year 2023 Casino Revenue funding is available between January 1, 2023 and December 31, 2023 for transportation services to senior citizens and disabled residents through the Warren County Transportation (WCT) system. The funds available to Warren County in 2023 are: $574,339. This funding is part of the county’s existing para-transit program, operated by Easton Coach Company. The program’s 2023 budget goals and objectives will be reviewed.

Individuals may submit written comments and recommendations to the Warren County Department of Human Services on or before September 7, 2022 via mail at: 1 Shotwell Drive, Belvidere, NJ 07823 attention JanMarie McDyer, or email at: humanservices@co.warren.nj.us.

Released by: JanMarie McDyer, Transportation Coordinator

Para obtener más información, póngase en contacto con JanMarie McDyer en el número anterior.

PUBLICACION INMEDIATA
Anuncio de servicio público

AVISO DE AUDIENCIA PÚBLICA: SUBVENCION DE INGRESOS DEL CASINO 2023

El Departamento de Servicios Humanos del Condado de Warren - División de Administración anuncia que se llevará a cabo una audiencia pública el Jueves, 8 de Septiembre del 2022 a las 12:00 pm para discutir su Solicitud de Subsidio de Ingresos del Casino 2023. Esta reunión se llevará a cabo en Warren County Southwest Branch 404 County Route 519 Phillipsburg, NJ 08865.

Los fondos de ingresos de casino del año calendario 2023 están disponibles entre el 1 de Enero del 2023 y el 31 de Diciembre del 2023 para servicios de transporte a personas mayores y residentes discapacitados a través del sistema de transporte del condado de Warren (WCT). Los fondos disponibles para el Condado de Warren en 2023 son: $574,339. Este financiamiento es parte del programa de para-tránsito existente en el condado, operado por Easton Coach Company. Se revisarán las metas y objetivos del programa 2023.

Se puede enviar comentarios y recomendaciones por escrito al Departamento de Servicios Humanos del Condado de Warren antes del 7 de Septiembre del 2022 por correo postal a: 1 Shotwell Drive, Belvidere, NJ 07823 atención JanMarie McDyer, o correo electrónico a: humanservices@co.warren.nj.us.

Publicado por: JanMarie McDyer, Coordinadora de Transporte
RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT (this “Use Agreement” or “Agreement”) is dated September 6, 2022 (the “Effective Date”), and entered into by and between the TOWNSHIP OF HARMONY, a New Jersey municipal corporation with an address of 3003 Belvidere Road, Phillipsburg, NJ (the “Municipality”), and EVERSTREAM SOLUTIONS LLC, a limited liability company formed and existing under the laws of the State of Ohio with an address of 1228 Euclid Avenue, Suite 250, Cleveland, Ohio 44115 (“Everstream”). The Municipality and Everstream may each be referred to herein as a “party” and, collectively, as the “parties”.

WITNESSETH:

WHEREAS, Everstream is approved by the New Jersey Board of Public Utilities to provide local exchange telecommunications services throughout the State of New Jersey; and

WHEREAS, Everstream provides Telecommunications Services (as defined below) in the state of New Jersey in accordance with the orders, rules, and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

WHEREAS, pursuant to N.J.S.A. 48:17-10 and N.J.S.A. 40:67-1, Municipality may authorize Everstream to own, construct, install, operate, repair, upgrade, maintain, relocate and remove its Facilities (as defined below) within Public Rights-of-Way for purposes of providing its Telecommunications Services; and

WHEREAS, Everstream proposes to place its Facilities aerially on existing poles or in underground conduit in the Public Rights-of-Way within Municipality for the purpose of owning, constructing, installing, operating, repairing, upgrading, maintaining, relocating, and removing its Facilities (the “Project”); and

WHEREAS, N.J.S.A. 54:30-124(a) provides that a Municipality may not impose any fees, taxes, levies or assessments in the nature of a local franchise, right of way, or gross receipts fee, tax, levy or assessment against telecommunications companies but that a Municipality may impose reasonable fees for actual services provided by the Municipality; and

WHEREAS, it is in the best interest of Municipality and its residents for Municipality to grant consent to Everstream to occupy said Public Rights-of-Way within Municipality for this purpose; and

WHEREAS, the consent granted herein to Everstream is for the non-exclusive use by Everstream of the Public Rights-of-Way within the Municipality for the purpose of owning, constructing, installing, operating, repairing, upgrading, maintaining, relocating and removing its Facilities as provided herein.
NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, and for good and valuable consideration the amount and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. **Incorporation.** The foregoing recitals are hereby incorporated into the body of this Agreement for all intents and purposes as if fully set forth herein.

2. **Definitions.** The following terms shall have the meanings set forth below unless the context requires otherwise:

   a. "Agreement" or "Use Agreement" means this Rights-of-Way Use Agreement, and any future amendments, modifications, or supplements hereto as mutually agreed upon by the Parties.

   b. "BPU" means The New Jersey Board of Public Utilities.

   c. "Municipality" is the grantor of rights under this Use Agreement and is known as the Municipality, located in the County of Warren, State of New Jersey.

   d. "Facilities" means the plant, equipment, tangible and intangible personal property, cable, wires, optical fibers, amplifier, antenna, and all other electronic devices, equipment and other facilities owned by Everstream and installed in the Public Rights-of-Way pursuant to this Agreement, and used to provide Telecommunications Services by Everstream.

   e. "Party" or "Parties" when used in the singular means either the Municipality or Everstream, as appropriate, and when used in the plural means both the Municipality and Everstream.

   f. "Public Rights-of-Way" means, the space in, upon, along, across, over, and through any public land, road, street or highway of the Municipality. This term shall not include state, county or federal rights-of-way or any property owned by any person or agency other than the Municipality, except as provided by applicable laws or pursuant to an agreement between the Municipality and any such property owner.


   h. "Telecommunications Services" means the offering by Everstream of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used as defined by 47 U.S.C. §153(53) and N.J.S.A. 46:9D-1. The term "Telecommunications Services" shall not include cable services.

   i. "Telecommunication System" means Everstream’s network of plant, equipment, tangible and intangible personal property, cables, wires, optical fibers, amplifiers, antennas, and all
other electronic devices, equipment and facilities owned by Everstream and used to provide Telecommunications Services by Everstream pursuant to this Agreement, whether or not located within the Public Rights-of-Way.

j. "Everstream" owns and operates a Telecommunications System to provide Telecommunications Services and is the grantee of rights under this Use Agreement and is known as Everstream, along with its successors and assigns.

3. Grant of Consent. In accordance with N.J.S.A. 48:3-19, the Municipality hereby grants to Everstream its consent for the non-exclusive use of the Public Rights-of-Way for the purpose of owning, constructing, installing, operating, upgrading, maintaining, relocating, and removing its Facilities within the Public Rights-of-Way, subject to the covenants and obligations as set forth in this Use Agreement.

4. Public Purpose. It is deemed to be in the best interest of the Municipality and its residents, particularly including business, commercial and industrial residents, for the Municipality to grant consent pursuant to Everstream to occupy said Public Rights-of-Way within the Municipality for this purpose.

5. Project Description. Everstream will be (i) installing one or more fiber optic cable(s) in existing underground conduits; and/or (ii) installing one or more fiber optic cable(s) on existing utility poles. All underground conduits and fiber optic cables installed by Everstream shall be owned by Everstream and remain the personal property of Everstream during the term of this Agreement. Any construction to be undertaken for the purposes described herein shall require prior notice by Everstream to the Municipality. Everstream shall fully describe the construction to be undertaken in plans and specifications submitted to Municipality, and shall coordinate and work with appropriate Municipality departments before scheduling and commencing any construction. Nothing in this Use Agreement shall relieve Everstream of any obligation to secure required permits or inspections for the construction.

6. Scope of Use Agreement. Any and all rights expressly granted to Everstream under this Use Agreement, which shall be exercised at Everstream's sole cost and expense, shall be subject to the prior and continuing right of the Municipality, under applicable laws, to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other person or persons authorized to use the Public Rights-of-Way, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Public Rights-of-Way in accordance with applicable laws. Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in Everstream a real property interest in the Public Rights-of-Way, including any fee, leasehold interest, easement, or any other form of ownership interest. Subject to obtaining the permission of the owner(s) of existing utility poles, underground conduits, or other structures, which shall be the sole responsibility of Everstream to undertake and obtain, the Municipality hereby authorizes and permits Everstream to enter upon the Public Rights-of-Way to attach, install, operate, upgrade, repair, maintain, remove, reattach, reinstall, relocate, and replace its Facilities, in such underground conduits, and/or on such utility poles or other structures located within the Public Rights-of-Way.
7. **Compliance with Ordinance.** Everstream shall comply with all applicable existing lawful ordinances, regulations, rules and policies of the *Municipality* as may be amended from time to time.

8. **Fees for Actual Services.** In payment for the estimated time, review analysis, and other cost and services rendered by the *Municipality* in connection with its management of the public rights-of-way, as permitted by N.J.S.A. 54:30A-124, Everstream agrees to pay the following: (i) One Thousand Dollars ($1,000.00) for submission of the initial occupancy application as required by the *Municipality*’s Engineer, and to be non-recurring for subsequent resubmission of such applications in the event that resubmission(s) becomes necessary; and (ii) Everstream will be responsible for the costs of securing all permits required for any subsequent modification or expansion of its occupancy of the public rights-of-way, pursuant to all applicable statutes, regulations, ordinances, rules, and codes.

9. **Duration of Consent/Termination.** This non-exclusive consent is granted for an initial term of five (5) years from the Effective Date ("Initial Term"). Upon expiration of the Initial Term, the Parties shall negotiate in good faith to execute a new Rights-of-Way Use Agreement or an Addendum to extend this Agreement for a new initial term. The Initial Term and each Renewal Term may be referred to herein as "Term." Upon expiration of the Term, or at such earlier date occasioned by Everstream abandoning its Facilities within the Public Rights-of-Way for a period of at least one hundred twenty (120) consecutive days, Everstream shall, at the direction of the *Municipality* and at Everstream’s sole cost and expense, remove its Facilities installed in the Public Rights-of-Way pursuant to this Use Agreement. Everstream may request *Municipality* to accept, at no cost to *Municipality*, title to all or any portion of the Facilities, including any portion of the Facilities that *Municipality* has ordered Everstream to remove. The *Municipality* may, but shall not be obligated to, accept such title to all or any portion of the Facilities that Everstream has offered to *Municipality*. If *Municipality* does not accept such title, Everstream shall comply with *Municipality*’s removal order as provided hereunder.

10. **Indemnification.** Everstream agrees to indemnify, defend and hold harmless the *Municipality* and its employees, officers, directors, agents, contractors, assigns, volunteers, and representatives from and against any and all bodily injury (including death) and property damage claims, demands, suits, judgments, and/or other damages, including reasonable attorneys’ fees and costs, caused by or arising as a proximate and direct result of the actions or omissions of Everstream, its employees, contractors or other agents under this Agreement, except to the extent arising from the willful action or sole or grossly negligent acts or omissions of *Municipality*, its officers, employees, agents and representatives.

The *Municipality* shall promptly notify Everstream in writing of any claim or suit and request that Everstream indemnify the *Municipality*. The *Municipality*'s failure to so notify and request indemnification shall not relieve Everstream of any liability that Everstream might have, except to the extent that such failure prejudices Everstream’s ability to defend such claim or suit. In the event that Everstream refuses the tender of defense in any suit or any claim, as required under the indemnification provisions contained herein, and that refusal is subsequently determined by a court having appropriate jurisdiction (or such other tribunal that the Parties agree to decide the matter), to have been a wrongful refusal on the part of Everstream, Everstream shall pay all of *Municipality*'s reasonable costs for defense of the action, including all reasonable expert witness fees, costs, and attorneys’ fees, and including costs.
and fees incurred in recovering under this indemnification provision. Municipality shall have the right, at Municipality's sole cost and expense, to employ separate counsel on behalf of Municipality to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order, or injunction. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim, and the relevant records of each Party shall be available to the other party with respect to any such defense, subject to the confidentiality provisions of Section 12 j. of this Agreement.

11. Notices. All notices or other correspondence required or permitted to be given in connection with this Agreement shall be in writing and delivered personally, by overnight carrier service or by U.S. registered or certified mail, return receipt requested, postage prepaid, to the Parties at the following address, or other address as provided by the Parties in writing:

If to Everstream: Everstream Solutions LLC
Attn: General Counsel
1228 Euclid Avenue, Suite 250
Cleveland, Ohio 44115
Telephone: 216-923-2246

If to Municipality: Harmony Township
3003 Belvidere Road
Phillipsburg, NJ 08865

With Copy To:

Notices shall be deemed effective upon actual receipt or refusal of delivery.

11. Liability Insurance. Everstream shall, at all times, maintain a comprehensive general liability insurance policy with limits no less than One Million Dollars ($1,000,000.00) per occurrence, and a general aggregate of Three Million Dollars ($3,000,000.00), naming the Municipality as an additional insured. Everstream may utilize an umbrella liability insurance policy to satisfy limits required under this Agreement. Everstream shall maintain worker's compensation insurance in accordance with applicable law and employers' liability insurance with limits not less than One Million Dollars ($1,000,000.00) for each accident, for disease-each employee; and for disease-policy limit. Everstream's contractors and subcontractors shall maintain insurance coverages and limits that are reasonable and customary to their operations. Prior to the commencement of any work pursuant to this Agreement, Everstream shall file with the Municipality a Certificate of Insurance confirming the coverages stated above.

12. Miscellaneous.

a. No Agency Partnership. This Agreement neither makes nor appoints Everstream as an agent of the Municipality, nor does it create a partnership or joint venture between the Parties. Neither Party shall act or represent itself as an agent of the other or purport to bind or obligate the other in any manner.
b. **Invalidity/Severability.** If any provision of this Agreement is declared invalid by any court or administrative body exercising competent jurisdiction, then the affected provision will be considered omitted or modified to conform to applicable law, and all other provisions will remain in full force and effect. The headings in this document are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

c. **No Waiver.** No failure or delay on the part of any Party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights, powers, or remedies existing at law, in equity, or otherwise.

d. **Execution.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. A signature affixed by a Party to a counterpart of this Agreement and delivered by electronic transmission is valid, binding and enforceable against such Party.

e. **Integration.** This Agreement sets forth the entire agreement between the Parties hereto, and there are no covenants or agreements to be implied against either Party.

f. **Modification of Agreement.** This Agreement will not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification, or waiver shall be effective for any purpose unless it is in writing and signed by the Party against whom enforcement thereof is sought.

g. **Assignment.** Everstream shall not assign or transfer any of its rights under this Agreement without prior written consent from the Municipality, which consent may not be unreasonably withheld, conditioned, or delayed. The restrictions contained in this subsection do not apply to any assignment or transfer of rights or obligations under this Use Agreement to a parent entity, affiliate, or wholly-owned subsidiary of Everstream, or pursuant to any merger, acquisition, reorganization, sale, or transfer of all or substantially all of Everstream’s assets or equity. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

h. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and any action related to or arising from this Agreement shall be brought in the Superior Court of New Jersey, or the United States District Court for the District of New Jersey.

i. **Neutral Construction.** In the event of any dispute concerning the construction or interpretation of this Agreement, this Agreement shall be construed neutrally and without
regard to events of authorship or negotiation, each Party having been represented, or having the ability to be represented, by independent counsel of its own choosing.

j. **Protection from Disclosure.** To the extent permissible under applicable law, the *Municipality* shall protect from disclosure any confidential, proprietary information submitted to or made available by Everstream to the *Municipality* under this Agreement provided that Everstream notifies the *Municipality* of, and clearly labels, the information which Everstream deems to be confidential, proprietary information.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the date first written above.

Attest:

______________________________  ________________________________
Name:                          Name:  EVERSTREAM SOLUTIONS LLC
Title:  Municipal Clerk/Administrator  Title:  

MUNICIPALITY

______________________________  ________________________________
Name:  Kelley Smith  Name:  Brian Tipton
Title:  Municipal Clerk/Administrator  Title:  Mayor
August 19, 2022

Certified #: ___________________________

Ms. Kelley D. Smith, Clerk
Township of Harmony
3003 Belvidere Rd
Phillipsburg, NJ 08865

Re: Township of Harmony, Warren County
Flood Damage Prevention Ordinance
Community ID # 340485

Dear Ms. Smith:

Recently, the Federal Emergency Management Agency (FEMA) reviewed the New Jersey model flood damage prevention ordinance and recommended that the New Jersey Department of Environmental Protection (DEP) revise it to ensure that all 553 New Jersey participating community ordinances are compliant with the National Flood Insurance Program (NFIP). As an outcome of this audit, FEMA directed that new model ordinances be developed which incorporate the higher State standards found in the Flood Hazard Area Control Act and the Uniform Construction Code. This recommendation is in addition to a post-Superstorm Sandy recommendation that the DEP’s model ordinance transition to a FEMA-approved version that coordinates with State building codes enforced by local Construction Officials. Over the past year, DEP has revised the flood damage prevention ordinance and has offered training to local officials on the new ordinance. Your county has now been selected for a mandatory county-wide adoption. Adoption of a new Model Code Coordinated Ordinance must be completed within 180 days of the date of this letter, February 15, 2023.

The new Model Code Coordinated Ordinance is available at https://www.nj.gov/dep/floodcontrol/modelord.htm. A benefit of coordinating these regulations allowed the streamlining of more than 6 models into two “Coastal” and “Riverine” options. Your community should adopt the “Riverine” model. Text in the model ordinance is color coded to identify sections where community-specific information must be included and/or optional higher standards may be incorporated to customize your ordinance to meet your community’s needs. Yellow-highlighted text is community-specific information. Blue-highlighted text notes optional higher standards that may be considered by the municipality to incorporate resiliency and
adaptation objectives into local decision-making. If the Township of Harmony is interested in adopting higher standards that are not included in the model ordinance, please reach out to my staff to discuss how these can be incorporated while meeting all NFIP, State, and local floodplain regulations.

The ordinance must reference the Flood Insurance Study (FIS) dated September 29, 2011, index map, and Flood Insurance Rate Maps (FIRMs) with the following panel numbers and dates below. Additionally, your current preliminary maps (if any) will need to be referenced.

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Within ten (10) days of receiving this letter, please forward the name and contact information for a designated contact person who will be handling ordinance adoption. My staff will be reaching out to this person with registration details for an information session scheduled for September 19, 2022 at 1:00PM.

To ensure that your community’s ordinance is enacted in a timely fashion, please forward a draft copy of the ordinance to my office for review by November 18, 2022 prior to introduction to your governing body. If the Township of Harmony is interested in incorporating higher standards or including language from previous ordinance models, please meet with my staff prior to the November 18, 2022 deadline.

Once the ordinance has been adopted, please forward two (2) certified, signed and sealed copies of the ordinance to this office so I can report to FEMA that your municipality has adopted an ordinance that is fully compliant with current NFIP floodplain management regulations. To provide the name of your contact person, please coordinate with Kenya Lovill at (609) 322-9594 or kenya.lovill@dep.nj.gov. Ms. Lovill will also be organizing the information session. Please do not hesitate to contact her with any questions you may have regarding the new model code coordinated ordinance document or the ordinance adoption process.
Sincerely,

Kunal Patel, Ph.D., P.E., CFM
State NFIP Coordinator
Office of Dam Safety and Flood Engineering

C:
File
John S. Fritts – Floodplain Administrator (email)
William McDonnell, Deputy Director, Region II Mitigation Division (email)
Marianne Luhrs, Acting Branch Manager, Region II Floodplain Management & Insurance Branch
Dennis Reinknecht, Director - Division of Resilience Engineering and Construction
August 19, 2022

Certified #: 703127200009742523

Ms. Kelley D. Smith, Clerk  
Township of Harmony  
3003 Belvidere Rd  
Phillipsburg, NJ 08865

Re:  Township of Harmony, Warren County  
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Within ten (10) days of receiving this letter, please forward the name and contact information for a designated contact person who will be handling ordinance adoption. My staff will be reaching out to this person with registration details for an information session scheduled for September 19, 2022 at 1:00PM.

To ensure that your community’s ordinance is enacted in a timely fashion, please forward a draft copy of the ordinance to my office for review by November 18, 2022 prior to introduction to your governing body. If the Township of Harmony is interested in incorporating higher standards or including language from previous ordinance models, please meet with my staff prior to the November 18, 2022 deadline.

Once the ordinance has been adopted, please forward two (2) certified, signed and sealed copies of the ordinance to this office so I can report to FEMA that your municipality has adopted an ordinance that is fully compliant with current NFIP floodplain management regulations. To provide the name of your contact person, please coordinate with Kenya Lovill at (609) 322-9594 or kenya.lovill@dep.nj.gov. Ms. Lovill will also be organizing the information session. Please do not hesitate to contact her with any questions you may have regarding the new model code coordinated ordinance document or the ordinance adoption process.
August 19, 2022
Page 3 of 3

Sincerely,

Kunal Patel, Ph.D., P.E., CFM
State NFIP Coordinator
Office of Dam Safety and Flood Engineering

C:
File
John S. Fritts – Floodplain Administrator (email)
William McDonnell, Deputy Director, Region II Mitigation Division (email)
Marianne Luhrs, Acting Branch Manager, Region II Floodplain Management & Insurance Branch
Dennis Reinknecht, Director - Division of Resilience Engineering and Construction
August 25, 2022

NEW JERSEY DEPARTMENT OF TRANSPORTATION
Bureau of Local Aid Projects
200 Stierli Court
Mt. Arlington, New Jersey  07856-1322

Re:  2021 Municipal Local Aid Program
     Fox Farm Road, Sec. 2 - Resurfacing
     Harmony Township, Warren County
     FCE No. HAWM249C5

Dear Mr. Loveless,

As required by your Department in conjunction with State Aid Projects we have enclosed the following required NJDOT checklist items for the above referenced project:

1) Bituminous Concrete Test Results and Analysis Form DS-8S
2) Final Change Order Form SA-1(South State, Road Safety Systems and Denville Line)
3) Engineer’s Certification of Project Completion (signed and sealed)
4) Chief Financial Officer’s Certification (originally signed)
5) Final Payment Voucher Form PV (originally signed)
6) Asphalt Price Adjustment Calculations
7) Construction Invoices

I trust that the enclosed information is satisfactory. Please do not hesitate to contact our office with any questions.

Very truly yours,

FINELLI CONSULTING ENGINEERS, INC.

Michael S. Finelli, P.E., P.P., CME
Township Engineer

c:  Kelley Smith, Clerk

CIVIL CONSULTING & MUNICIPAL ENGINEERS
LAND SURVEYORS PLANNERS
CHIEF FINANCIAL OFFICER’S CERTIFICATION
PROJECT COMPLETION
AGREEMENT FOR FEDERAL AID

I hereby certify that all expenditures, $ 344,658.18 (Total Project Costs Certified as Form PV)
for the project known as Fox Farm Road Sec. 2 Resurfacing in the Township of Harmony County of Warren are supported by valid documentation and conform with the terms of the Federal Aid Agreement.

***** CHOOSE THE APPLICABLE STATEMENT BELOW *****

The project cost is part of the Annual Single Audit prepared in conformity with the State of New Jersey Audit Policy referred to in the New Jersey Administrative Code.

***** OR *****

The project cost will be part of the next Annual Single Audit prepared in conformity with the State of New Jersey Audit Policy referred to in the New Jersey Administrative Code.

Kathleen Reinalda
(Signature)

CFO/Treasurer

(Date)
ENGINEER'S CERTIFICATION

PROJECT COMPLETION AGREEMENT FOR STATE AID

I hereby certify that the project known as Fox Farm Road, Sec 2 - Resurfacing in the Township of Harmony, County of Warren has been completed in a satisfactory manner and in substantial conformance with the contract documents.

Additionally, I certify, that if applicable for this project, it is in conformance with and as stipulated in Public Law 2008 c. 110 for traffic ordinance regulating the passage or stopping of traffic at certain congested street corners or other designated points, including the establishment of multiway stop controls as applicable to potential impacts to adjacent facilities, including state highways as noted in the law. Further, I certify that improvements involving traffic engineering features, i.e. designation or erection of signs or placement of pavement markings, parking prohibitions, establish speed limits, designation of one-way streets, etc. are in conformance with the current edition of the MUTCD for Streets and Highways and all supporting permits. Required documentation has been submitted as per this law.

[Signature]
Michael S. Finelli, P.E.
Township Engineer
August 25, 2022
P6 Seal

(THE ABOVE MUST APPEAR ON COUNTY, MUNICIPAL OR COMPANY LETTERHEAD)
STATE OF NEW JERSEY
PAYMENT VOUCHER
(INVOICE)

MACSE DOCUMENT NUMBER: ____________________________
ACTG PER: 2021

PV DATE: 08-01-2022

PP START: MO MO YR MO YR CAT LIAB A TY FL
SCHED PAY: ID NUMBER

(A) VENDOR

Agreement Date (B) Agreement No. (B) Contract ID # (B)
01/28/2021

PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (H)
C TOTAL AMOUNT
$34,175.00

(D) PAYEE NAME AND ADDRESS
Harmony Township
3003 Belvidere Road
Phillipsburg, NJ 08865

(E) SEND COMPLETED FORM TO:
NJDOT
Local Aid District #1 Office
200 Sterdi Court
Mount Arlington, NJ 07856

(F) PAYEE DECLARATIONS
I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS. THAT THE DESCRIBED GOODS OR SERVICES have been rendered and that no bonus has been given or received on account of said document

PAYEE SIGNATURE

PRINT PAYEE NAME/TITLE

DATE

G) PAYEE REFERENCE NUMBER

LINE NO REFERENCE PAYEE REFERENCE NUMBER
O/R AGY FAOFRA # LINE

1 AO 078 3120017 Fox Farm Road Sec 2 Municipal Aid 2021
2
3

FUND AGCY ORG CODE APPR UNIT ACTIVITY CODE OBJECT CODE CFS PROJECT # REPT CATEGORY

1 480 078 06320 AOP TCAP 6010
2
3

ACCOUNTS PAYABLE REFERENCE #: AMOUNT: ID

1 Fox Farm Road Section 2, Municipal Aid 2021 $34,175.00
2
3

COST INCURRED DATES (H) CONTRACT DESCRIPTION (H) AMOUNT

Allotment Amount
$136,700.00

Award of Contract Amount
$304,887.38

11/23/20 Final Amount to Contractors $344,658.18
Amount Previously Paid
$102,525.00

TOTAL $34,175.00

CERTIFICATION BY RECEIVING AGENCY: I certify that the above services have been rendered in accordance with the contract agreement.

Signature

Print Name/Title Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just and payment is approved.

Authorized Signature - Accounting

Print Name/Title Date

PV (C) 6/08
NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER-1 FINAL
STATE AID PROJECT

<table>
<thead>
<tr>
<th>Project</th>
<th>Fox Farm Road Section 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipality</td>
<td>Harmony Township</td>
</tr>
<tr>
<td>County</td>
<td>Warren County</td>
</tr>
<tr>
<td>Contractor</td>
<td>MCCPC - Denville Line Painting</td>
</tr>
</tbody>
</table>

In accordance with the project Supplementary Specification, the following are changes in the contract Location and Reason for Change (Attach additional sheets if required)
Item 5 was adjusted per as-built quantities. Item S-1 was added to complete the project.

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<tr>
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<td>Traffic Stripes, Long Life Epoxy 4&quot; Yellow</td>
<td>LF</td>
<td>1828</td>
<td>0.34</td>
<td>$621.52</td>
</tr>
<tr>
<td>S-1</td>
<td>Layout</td>
<td>EA</td>
<td>1.00</td>
<td>$175.00</td>
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</tr>
</tbody>
</table>

Amount of Original Contract $4,940.88
Adjusted amount Based on Change Orders 1 $5,737.40

Extra $621.52
Supplemental $175.00
Reduction
Total Change $796.52

% Change in Contract
[(+) increase or (-) Decrease] 16.1%

(Engineer) (Date) (District Manager) (Date)
(Presiding Officer) (Date) (Bureau of Local Aid)
(Contractor) (Date)

(Submit four (4) copies to the Local Aid District Office)
Project: Fox Farm Road Section 2
Municipality: Harmony Township
County: Warren County
Contractor: MCCPC - Denville Line Painting

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Amount of Original Contract: $4,940.88
Adjusted amount Based on Change Orders: $5,737.40

% Change in Contract: (+) Increase or (-) Decrease 16.1%

Amount of Extra: $621.52
Supplemental Amount: $175.00
Reduction: 
Total Change: $796.52

Approved:
(Engineer): [Signature] [Date]
(Presiding Officer): [Signature] [Date]
(Contractor): [Signature] [Date]
(District Manager): [Signature] [Date]
(Bureau of Local Aid): [Signature] [Date]

(Submit four (4) copies to the Local Aid District Office)
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Amount of Original Contract: $4,940.88
Adjusted amount Based on Change Orders 1: $5,737.40
Extra: $621.52
Supplemental: $175.00
Reduction: $796.52
Total Change: $796.52

% Change in Contract: 16.1%

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Amount of Original Contract $4,940.88
Adjusted amount Based on Change Orders 1 $5,737.40

% Change in Contract [(+] Increase or [-] Decrease] 16.1%

(Submit four (4) copies to the Local Aid District Office)
PROJECT: Fox Farm Road Section 2
MUNICIPALITY: Harmony Township
COUNTY: Warren County
CONTRACTOR: MCCPC-Road Safety Systems, LLC

In accordance with the project Supplementary Specification, the following are changes in the contract:

**Location and Reason for Change** (Attach additional sheets if required)

Items 1-3 were adjusted per as-built quantities. Items S-1 and S-2 were added to complete the project.

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<tr>
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<tr>
<td>1</td>
<td>Beam Guide Rail</td>
<td>LF</td>
<td>(66.00)</td>
<td>$36.00</td>
<td>($2,376.00)</td>
</tr>
<tr>
<td>2</td>
<td>Tangent Guiderail End Treatment 25'</td>
<td>EA</td>
<td>(8.00)</td>
<td>$3,500.00</td>
<td>($28,000.00)</td>
</tr>
<tr>
<td>3</td>
<td>Removal of Beam Guide Rail</td>
<td>EA</td>
<td>9.00</td>
<td>$8.00</td>
<td>$72.00</td>
</tr>
<tr>
<td>S-1</td>
<td>Tangent Guiderail End Treatment 50'</td>
<td>EA</td>
<td>8.00</td>
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<td>S-2</td>
<td>Plastic Butterfly Reflectors, Yellow/White</td>
<td>EA</td>
<td>45.00</td>
<td>$10.00</td>
<td>$450.00</td>
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</table>

Amount of Original Contract: $121,004.00
Extra Orders 1: $72.00
Adjusted amount Based on Change: $117,550.00
Supplemental: $26,850.00
Reduction: ($30,376.00)
Total Change: ($3,454.00)

% Change in Contract: (-2.9%)

(Engineer) (Date) (District Manager) (Date)
(Practicing Officer) (Date) (Bureau of Local Aid)
(Contractor) (Date)

(Submit four (4) copies to the Local Aid District Office)
NEW JERSEY DEPARTMENT OF TRANSPORTATION  
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT  
CHANGE ORDER NUMBER-1 FINAL  
STATE AID PROJECT

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Amount of Original Contract $121,004.00  
Adjusted amount Based on Change Orders 1 $117,550.00

% Change in Contract  
([+ Increase or - Decrease] -2.9%

(Engineer)  
(Date)  
(Presiding Officer)  
(Date)  
(Contractor)  
(Date)  

(Approved):  
(District Manager)  
(Date)  
(Bureau of Local Aid)

(Submit four (4) copies to the Local Aid District Office)
NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER-1 FINAL
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Amount of Original Contract $121,004.00
Adjusted amount Based on Change Orders 1 $117,550.00

% Change in Contract [(+ Increase or - Decrease) -2.9%]

Extra $72.00
Supplemental $26,850.00
Reduction ($30,376.00)
Total Change ($3,454.00)

Approved:

(District Manager) (Date)

(Engineer) (Date)

(Presiding Officer) (Date)

(Contractor) (Date)

(Submit four (4) copies to the Local Aid District Office)
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Amount of Original Contract: $121,004.00
Adjusted amount Based on Change Orders 1: $117,550.00

% Change in Contract
[+ Increase or - Decrease] -2.9%

Approved:
Engineer (Date)
(District Manager) (Date)
(Presiding Officer) (Date)
(Contractor) (Date)

(Submit four (4) copies to the Local Aid District Office)
Project: Fox Farm Road Section 2  
Municipality: Harmony Township  
County: Warren County  
Contractor: MCCPC - South State Inc.

In accordance with the project Supplementary Specification, the following are changes in the contract  
Location and Reason for Change (Attach additional sheets if required)  
Item 4 was adjusted per the As-built quantities. Items S-1 and S-2 was added to complete the project.

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<tbody>
<tr>
<td>4</td>
<td>HOT MIX ASPHALT 12.5M64, 2&quot; SURFACE</td>
<td>TN</td>
<td>223.04</td>
<td>$67.50</td>
<td>$15,055.20</td>
</tr>
<tr>
<td>S-1</td>
<td>ASPHALT PRICE ADJUSTMENT</td>
<td>LS</td>
<td>1.00</td>
<td>$18,158.18</td>
<td>$18,158.18</td>
</tr>
<tr>
<td>S-2</td>
<td>FUEL PRICE ADJUSTMENT</td>
<td>LS</td>
<td>1.00</td>
<td>$9,699.89</td>
<td>$9,699.89</td>
</tr>
<tr>
<td>S-3</td>
<td>Air Voids Penalty (0.5%)</td>
<td>LS</td>
<td>1.00</td>
<td>($484.99)</td>
<td>($484.99)</td>
</tr>
</tbody>
</table>

Amount of Original Contract: $178,942.50  
Adjusted amount Based on Change Orders: $221,370.78

% Change in Contract ([+] Increase or [-] Decrease): 23.7%

Approved:  
(Engineer)  
(Presiding Officer)  
(Contractor)  
(District Manager)  
(Bureau of Local Aid)

(Submit four (4) copies to the Local Aid District Office)
Project: Fox Farm Road Section 2  
Municipality: Harmony Township  
County: Warren County  
Contractor: MCCPC - South State Inc.

In accordance with the project Supplementary Specification, the following are changes in the contract:
Location and Reason for Change (Attach additional sheets if required)

Item 4 was adjusted per the As-built quantities. Items S-1 and S-2 was added to complete the project.

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</tr>
<tr>
<td>S-3</td>
<td>Air Voids Penalty (0.5%)</td>
<td>LS</td>
<td>1.00</td>
<td>($484.99)</td>
<td>($484.99)</td>
</tr>
</tbody>
</table>

Amount of Original Contract: $178,942.50  
Extra: $15,055.20  
Adjusted amount Based on Change Orders: $221,370.78  
Supplemental: $27,373.08  
% Change in Contract: 23.7%  
Total Change: $42,428.28

Approved:  
(District Manager) (Date)  
(Bureau of Local Aid) (Date)

(Submit four (4) copies to the Local Aid District Office)
NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER-1 FINAL
STATE AID PROJECT

<table>
<thead>
<tr>
<th>Project</th>
<th>Fox Farm Road Section 2</th>
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<tbody>
<tr>
<td>Municipality</td>
<td>Harmony Township</td>
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<tr>
<td>County</td>
<td>Warren County</td>
</tr>
<tr>
<td>Contractor</td>
<td>MCCPC - South State Inc.</td>
</tr>
</tbody>
</table>

In accordance with the project Supplementary Specification, the following are changes in the contract
Location and Reason for Change (Attach additional sheets if required)
Item 4 was adjusted per the As-built quantities. Items S-1 and S-2 was added to complete the project.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity (+/-)</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
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<td>TN</td>
<td>223.04</td>
<td>$67.50</td>
<td>$15,055.20</td>
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<tr>
<td>S-1</td>
<td>ASPHALT PRICE ADJUSTMENT</td>
<td>LS</td>
<td>1.00</td>
<td>$18,158.18</td>
<td>$18,158.18</td>
</tr>
<tr>
<td>S-2</td>
<td>FUEL PRICE ADJUSTMENT</td>
<td>LS</td>
<td>1.00</td>
<td>$9,699.89</td>
<td>$9,699.89</td>
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<td>S-3</td>
<td>Air Voids Penalty (0.5%)</td>
<td>LS</td>
<td>1.00</td>
<td>($484.99)</td>
<td>($484.99)</td>
</tr>
</tbody>
</table>

Amount of Original Contract $178,942.50
Adjusted amount Based on Change Orders 1 $221,370.78

% Change in Contract [(+ Increase or - Decrease) 23.7%]

(Engineer) 8/7/12
(Date)

(Presiding Officer) 8/9/12
(Date)

(Approved:)

(District Manager) 8/13/12
(Date)

(Bureau of Local Aid) 7-25-12
(Date)

(Submit four (4) copies to the Local Aid District Office)
In accordance with the project Supplementary Specification, the following are changes in the contract
Location and Reason for Change (Attach additional sheets if required)
Item 4 was adjusted per the As-built quantities. Items S-1 and S-2 was added to complete the project.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity (+/-)</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>HOT MIX ASPHALT 12.5M64, 2&quot; SURFACE</td>
<td>TN</td>
<td>223.04</td>
<td>$67.50</td>
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<td>$18,158.18</td>
<td>$18,158.18</td>
</tr>
<tr>
<td>S-2</td>
<td>FUEL PRICE ADJUSTMENT</td>
<td>LS</td>
<td>1.00</td>
<td>$9,699.89</td>
<td>$9,699.89</td>
</tr>
<tr>
<td>S-3</td>
<td>Air Voids Penalty (0.5%)</td>
<td>LS</td>
<td>1.00</td>
<td>($484.99)</td>
<td>($484.99)</td>
</tr>
</tbody>
</table>

Amount of Original Contract $178,942.50
Adjusted amount Based on Change Orders 1 $221,370.78
% Change in Contract ( [+ ] Increase or [- ] Decrease) 23.7%

(Submit four (4) copies to the Local Aid District Office)
New Jersey Department of Transportation
Division of Local Aid and Economic Development
Hot Mix Asphalt Penalty Determination

Project: Fox Farm Road - Section II Improvements
Municipality: Harmony
County: Warren County, NJ
Supplier (Name & Plant): North State Materials, Inc. - Phillipsburg, NJ
Contractor: South State, Inc.

Instructions: Fill in highlighted cells to calculate air voids and thickness penalties

<table>
<thead>
<tr>
<th>Core #</th>
<th>Station</th>
<th>Offset</th>
<th>% Air Voids</th>
<th>Thickness</th>
<th>Outlier Detection (Air Voids %)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2+12</td>
<td>12.9</td>
<td>3.80</td>
<td>2.25</td>
<td>No Outlier Detected.</td>
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<tr>
<td>2</td>
<td>13+97</td>
<td>10.6</td>
<td>5.60</td>
<td>2.00</td>
<td>No Outlier Detected.</td>
</tr>
<tr>
<td>3</td>
<td>24+74</td>
<td>19.1</td>
<td>7.00</td>
<td>1.70</td>
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</tr>
<tr>
<td>4</td>
<td>31+23</td>
<td>22.9</td>
<td>5.30</td>
<td>2.65</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>42+30</td>
<td>12.8</td>
<td>6.10</td>
<td>2.40</td>
<td></td>
</tr>
</tbody>
</table>

Is this a resurfacing project? ✔ YES

Sample Average (% Air Voids): 5.56
Sample Standard Deviation (% Air Voids): 1.18
Q_A = 2.07
P.D_A = 0.00
Q_t = 3.03
P.D_t = 0.00
PD Total = 0.00

Sample Average (Thickness): 2.20
Sample Standard Deviation (Thickness)
Q_d = 0.37
Design Thickness (T_d): 2.00
Q_d = 0.55
PD = 30.74

Air Voids Penalty (%)
0

Thickness Penalty (%)
0.00

Air Voids Penalty Calculated per NJDOT Special Provisions for State Aid Projects Table 401.03.07-3
Thickness Penalty Calculated per NJDOT Special Provisions for State Aid Projects Table 401.03.07-5

Thickening penalty applies to widenings greater than 8', new construction or complete reconstruction projects.
Resurfacing projects don't have a thickness penalty, but must have a minimum compacted thickness of 1.25"

Name and Address of Testing Laboratory
Key-Tech, 210 Maple Place, Keyport, NJ 07735

Date of AASHTO Accreditation 12/1/1990
Date of AASHTO Inspection 8/19/2020
Asphalt Technologist

Asphalt Technician Title: General Manager - Key-Tech

The Technician doing the HMA Testing and Analysis must be certified by the Society of Asphalt Plant Technologists of New Jersey as an Asphalt Technologist, Level 2 or higher

Approved by
Signature - County/Municipal Engineer

Form Printed on Date: 7/11/2022
New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Hot Mix Asphalt Penalty Determination

Project: Fox Farm Road - Section II Improvements  
Municipality: Harmony  
County: Warren County, NJ  
Supplier (Name & Plant): North State Materials, Inc. - Phillipsburg, NJ  
Contractor: South State, Inc.

Instructions: Fill in highlighted cells to calculate air voids and thickness penalties

<table>
<thead>
<tr>
<th>Core #</th>
<th>Station</th>
<th>Offset</th>
<th>% Air Voids</th>
<th>Thickness</th>
<th>Outlier Detection (Air Voids %)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>45+97</td>
<td>6.7</td>
<td>4.10</td>
<td>2.35</td>
<td>No Outlier Detected.</td>
</tr>
<tr>
<td>2</td>
<td>57+48</td>
<td>1.3</td>
<td>8.20</td>
<td>1.97</td>
<td>No Outlier Detected.</td>
</tr>
<tr>
<td>3</td>
<td>61+11</td>
<td>22.6</td>
<td>5.40</td>
<td>2.40</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>71+23</td>
<td>24.2</td>
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</tr>
<tr>
<td>5</td>
<td>79+82</td>
<td>19.9</td>
<td>7.40</td>
<td>2.05</td>
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</tr>
</tbody>
</table>

Is this a resurfacing project? YES

Sample Average (% Air Voids): 6.50  
Sample Standard Deviation (% Air Voids): 1.69  
\[ Q_U = 0.89 \quad P D_U = 19.69 \]  
\[ Q_L = 2.66 \quad P D_L = 0.00 \]  
\[ P D \text{ Total} = 19.69 \]

Sample Average (Thickness): 2.25  
Sample Standard Deviation: 0.23  
(Thickness)  
Design Thickness (T_{des}): 2.00  
\[ Q_t = 1.10 \]  
\[ P D = 13.48 \]

Air Voids Penalty (%)  
0.5

Thickness Penalty (%)  
0.00

Air Voids Penalty Calculated per NJDOT Special Provisions for State Aid Projects Table 401.03.07-3  
Thickness Penalty Calculated per NJDOT Special Provisions for State Aid Projects Table 401.03.07-5

Thickness penalty applies to widenings greater than 8', new construction or complete reconstruction projects. Resurfacing projects don't have a thickness penalty, but must have a minimum compacted thickness of 1.25"

Name and Address of Testing Laboratory  
Key-Tech, 210 Maple Place, Keyport, NJ 07735

Date of AASHTO Accreditation  
12/1/1990

Date of AASHTO Inspection  
8/19/2020

Asphalt Technologist  
[Signature]

Asphalt Technologist Title:  
General Manager - Key-Tech

The Technician doing the HMA Testing and Analysis must be certified by the Society of Asphalt Plant Technologists of New Jersey as an Asphalt Technologist, Level 2 or higher

Approved by  
[Signature - County/Municipal Engineer]

Form Printed on Date: 7/11/2022
### Project: FOX Farm Road - Section II Improvements

#### Location: Township of Harmony

**Mix/Plant:** 12.5M94 - C10DS0858: NORTH STATE MATERIALS, INC.

<table>
<thead>
<tr>
<th>PROJECT NO.:</th>
<th>22-130</th>
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<tbody>
<tr>
<td>CUT DATE:</td>
<td>6/28/2022</td>
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<tr>
<td>TEST DATE:</td>
<td>7/1/2022</td>
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<table>
<thead>
<tr>
<th>CORE NO.</th>
<th>THICK</th>
<th>WT AIR</th>
<th>WT WATER</th>
<th>S.S.D.</th>
<th>LOSS</th>
<th>SP.GR.</th>
<th>UNIT WT</th>
<th>AIR VOID</th>
<th>LBS. Sq.Yd. In</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  - FOX - II</td>
<td>2.25</td>
<td>2369.4</td>
<td>1397.5</td>
<td>2373.5</td>
<td>976.0</td>
<td>2.428</td>
<td>151.5</td>
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<td>113.6</td>
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<td>2  - FOX - II</td>
<td>2.00</td>
<td>2024.5</td>
<td>1188.4</td>
<td>2037.6</td>
<td>849.2</td>
<td>2.384</td>
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<td>111.6</td>
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<td>3  - FOX - II</td>
<td>1.70</td>
<td>1754.6</td>
<td>1025.4</td>
<td>1772.8</td>
<td>747.4</td>
<td>2.348</td>
<td>148.5</td>
<td>7.0</td>
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<td>2.392</td>
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<td>5  - FOX - II</td>
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<td>1412.9</td>
<td>2436.5</td>
<td>1023.6</td>
<td>2.370</td>
<td>147.9</td>
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<td>AVG.</td>
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<td>1412.9</td>
<td>2436.5</td>
<td>1023.6</td>
<td>2.370</td>
<td>147.9</td>
<td>6.1</td>
<td>110.9</td>
</tr>
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<table>
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<tr>
<th>CORE NO.</th>
<th>THICK</th>
<th>WT AIR</th>
<th>WT WATER</th>
<th>S.S.D.</th>
<th>LOSS</th>
<th>SP.GR.</th>
<th>UNIT WT</th>
<th>AIR VOID</th>
<th>LBS. Sq.Yd. In</th>
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</thead>
<tbody>
<tr>
<td>6  - FOX - II</td>
<td>2.35</td>
<td>2373.3</td>
<td>1395.0</td>
<td>2374.0</td>
<td>979.0</td>
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<td>151.3</td>
<td>4.1</td>
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<td>7  - FOX - II</td>
<td>1.97</td>
<td>2027.9</td>
<td>1163.1</td>
<td>2036.1</td>
<td>873.0</td>
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<td>9  - FOX - II</td>
<td>2.50</td>
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<td>2705.0</td>
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<td>10 - FOX - II</td>
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<td>AVG.</td>
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<td>2112.7</td>
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<td>900.4</td>
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#### Test No. 4 - FOX

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<td>6</td>
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#### Test No. 6 - FOX

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<th>TEST NO.</th>
<th>6  - FOX</th>
<th>7  - FOX</th>
<th>8  - FOX</th>
<th>9  - FOX</th>
<th>10 - FOX</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>PYC.IN WATER</td>
<td>1293.2</td>
<td>1293.2</td>
<td>1377.7</td>
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<tr>
<td>2</td>
<td>SAMPLE WT</td>
<td>1361.3</td>
<td>1449.9</td>
<td>1413.1</td>
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<tr>
<td>3</td>
<td>TOTAL WT</td>
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<tr>
<td>4</td>
<td>PYC-MIX IN WATER</td>
<td>2116.0</td>
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<td>5</td>
<td>WT DISPLACED WATER</td>
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<td>6</td>
<td>MAX. SP. GR.</td>
<td>2.528</td>
<td>2.530</td>
<td>2.562</td>
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</table>

**Remarks:** For each tested lot, any pay adjustments - in relation to the percent defective calculation of Air Voids and/or Thickness, are presented on Form DS-8S-PD Edition 9/30/19, per NJDOT Special Provisions for State Aid Project: Ed. 2019.

**Technician:**

---

Page 1 of 1
<table>
<thead>
<tr>
<th>Date</th>
<th>Material</th>
<th>Quantity</th>
<th>AC%</th>
<th>Verbal AC</th>
<th>Material</th>
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</tbody>
</table>

\[
A = (MA - BA) \cdot T
\]

TOTAL APA: $18,158,18

PROJECT:
Morrison County - CO DP Contract

Basis Date: 9/5/2021
SSI Job #: 2-097
TO: TOWNSHIP OF HARMONY  
3003 BELVIDERE ROAD  
PHILLIPSBURG, NJ 08865  

ATTN: KELLY SMITH  

DATE: 6/16/2022  

JOB NAME: PAVEMENT MARKINGS  

JOB LOCATION: FOX FARM ROAD,  
HARMONY TOWNSHIP  

TERMS: NET 30 DAYS  
PHONE NO: 908-213-1800  

PO NO: DONNA BECKER, FINELLI ENG.  
MORRIS COUNTY CO-OP #36  

<table>
<thead>
<tr>
<th>JOB DATE</th>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/28/22</td>
<td>ITEM #4</td>
<td>4&quot; YELLOW EPOXY RESIN TRAFFIC STRIPES</td>
<td>10,360 LF</td>
<td>$0.34</td>
<td>$5,624.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>LAYOUT</td>
<td>1 LS</td>
<td>$175.00</td>
<td>$175.00</td>
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</table>

SUBTOTAL: $5,737.40  

PLUS % SALES TAX: 0.00  

TOTAL DUE: $5,737.40
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount Due</th>
<th>Description</th>
<th>Amount Due</th>
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<tbody>
<tr>
<td>1.016</td>
<td>2.450</td>
<td>1.026</td>
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<tr>
<td>1.011</td>
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<tr>
<td>1.014</td>
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<td>2.450</td>
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<tr>
<td>1.013</td>
<td>2.450</td>
<td>1.026</td>
<td>2.450</td>
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</tbody>
</table>

**Note:**
- Description: Removed of Beam Guide Rail
- Amount Due: 2.450
- Description: Beam Guide Rail
- Amount Due: 2.450
- Description: Trestle Cast
- Amount Due: 2.450
- Description: Plastic Button
- Amount Due: 2.450
- Description: Reflectors Yellow/White
- Amount Due: 2.450

**Other Details:**
- FOX FARM ROAD - SEC 2-4-6
- Description: Overhead Connector Harmony Township
- Amount Due: 2.450

Application and Certificate for Payment - Page 2