

**TOWN OF PHILLIPSBURG**  
**REGULAR TOWN COUNCIL MEETING**  
**Tuesday, February 20, 2018**  
**Phillipsburg Housing Authority**  
**535 Fisher Avenue**  
**7:00 P.M. — REGULAR SESSION**  
**AGENDA**

1. **CALL TO ORDER**

2. **OPEN PUBLIC MEETING ACT STATEMENT:**

This Regular Meeting of the Governing Body was called pursuant to applicable portions of the Open Public Meetings Act. Adequate Notice of this meeting was posted in the Municipal Building, and communicated to *The Express Times* on January 02, 2017.

3. **INVOCATION AND FLAG SALUTE**

Council Vice President DeGerolamo

4. **ROLL CALL**

Council President Fulper, Council Vice President DeGerolamo, Councilman Davis, Councilman Lutz, Councilman McVey

5. **APPROVAL OF MINUTES** None at this time

6. **PAYMENT OF BILLS**

7. **PUBLIC COMMENT ON AGENDA ITEMS**

8. **ORDINANCES — SECOND READING**

O: 2018-03

AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AMENDING CHAPTER 67, *VEHICLES AND TRAFFIC*, SECTION 28, *PARKING LOTS*, OF THE CODE OF THE TOWN OF PHILLIPSBURG IN ORDER TO DELETE SUBSECTION I ENTITLED *MUNICIPAL LOTS, PAYMENT REQUIRED*

**ROLL CALL**

Council	First	Second	Yea	Nay	Abstain	Absent
DeGerolamo						
Davis						
Lutz						
McVey						
Fulper						

9. **OPEN PUBLIC HEARING**

Elizabeth Town Gas – Franchise in the Town of Phillipsburg - Attorney M. Richard Valenti

Public petitions were placed at the following sites:

Town of Phillipsburg Municipal Building 120 Filmore Street

Town of Phillipsburg Municipal Building (Police Station) 675 Corliss Avenue

Phillipsburg Public Library 200 Broubalow Way

Town of Phillipsburg Garage 441 Heckman Street

Phillipsburg Housing Authority 525 Fisher Avenue

Firth Youth Center 108 Anderson Street

Phillipsburg Senior Center 310 Firth Street

**CLOSE THE PUBLIC HEARING**

**SECOND READING ORDINANCE**

O: 2018 – 02 (Amended to terms at 02-06-2018 mtg – **SECOND** reading)

AN ORDINANCE OF THE TOWN OF PHILLIPSBURG GRANTING MUNICIPAL CONSENT TO PIVOTAL UTILITY HOLDINGS, INC. d/b/a ELIZABETHTOWN GAS TO CONSTRUCT, MAINTAIN AND OPERATE GAS LINES FOR THE DISTRIBUTION OF NATURAL AND MIXED GAS.

**ROLL CALL**

Council Members	First	Second	Yea	Nay	Abstain	Absent
Council Vice Pres. DeGerolamo						
Councilmen Davis						
Councilmen Lutz						
Councilmen McVey						
Council Pres. Fulper						

10. **ORDINANCES – FIRST READING**

O: 2018-04

CALENDAR YEAR 2018 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

**ROLL CALL**

Council Members	First	Second	Yea	Nay	Abstain	Absent
Council Vice Pres. DeGerolamo						
Councilmen Davis						
Councilmen Lutz						
Councilmen McVey						
Council Pres. Fulper						

11. NEW BUSINESS RESOLUTIONS

CONSENT AGENDA \*

*\*Matters listed on the Consent Agenda Resolution are considered routine and will be enacted by one motion of the Council and one roll call vote. There will be no separate discussion of these items unless a Council member requests an item to be removed for consideration.*

R: 2018-43

A RESOLUTION AUTHORIZING THE SUBMISSION OF A STRATEGIC PLAN FOR THE PHILLIPSBURG MUNICIPAL ALLIANCE GRANT FISCAL YEAR 2019

R: 2018-44

A RESOLUTION TO PROVIDE FOR AN APPLICATION FOR A LIMOUSINE OPERATOR'S LICENSE FOR HALIM A. BOURI

R: 2018-45

A RESOLUTION PROVIDING FOR A REFUND OF PUBLIC WORKS FEES

R: 2018-46

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING REFUND OF TAX OVER PAYMENT

R: 2018-47

RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES WITH RT ENVIRONMENTAL SERVICES, INC FOR RADON AIR TESTING IN AN OFFICE AT THE FORMER FREEMAN ELEMENTARY SCHOOL

R: 2018-48

RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES WITH RT ENVIRONMENTAL SERVICES, INC FOR A FOURTH ROUND INDOOR AIR QUALITY MOLD SURVEY FOR THE FIRST FLOOR OF PHILLIPSBURG TOWN HALL

R: 2018-49

A RESOLUTION OF THE TOWN OF PHILLIPSBURG COUNTY OF WARREN STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF A DISCHARGE OF MORTGAGE FOR BLOCK 1408 LOT 19 AS IDENTIFIED ON THE TAX MAPS OF THE TOWN OF PHILLIPSBURG

R: 2018-50 CHANGE ORDER FIRE DEPT

12. **HABITABILITY HEARING** Angel Arce & Donna Arce - 32 Heckman St.,

13. **OLD BUSINESS – any tabled items from previous meeting**  
• DEVO ASSOCIATES – KIOSK BILL

14. **MAYOR AND ADMINISTRATIVE REPORTS**

15. **PUBLIC PETITIONS**  
(Time public can speak)

16. **COUNCIL OPEN TIME**

17. **MOTIONS:** None

18. **EXECUTIVE SESSION**

R: 2018 -

A RESOLUTION TO PROVIDE FOR AN EXECUTIVE MEETING OF THE TOWN  
COUNCIL OF THE TOWN OF PHILLIPSBURG FOR THE PURPOSE OF CONSIDERING

19. **ADJOURNMENT**

**Bill List Summary**  
**REGULAR BILL LIST AS OF February 20, 2018**

		<u>Check No</u>
1	Current Fund	137,036.97
2	State & Federal Grants	18,532.35
4	Capital Fund	15,647.65
7	Sewage Utility Fund	174,967.42
8	Sewage Capital Fund	0.00
12	Planning Board Trust Fund	14,285.50
12	Opus Investments	13,905.00
13	Dog Trust Fund	0.00
15	Public Defender Trust Fund	0.00
16	Section 8	2,372.00
17	General Trust Fund	0.00
17	Commerce Park Redevelopment	0.00
18	Bernards Township RCA	0.00
20	Agency Fund	252.92
21	Revolving Loan Fund	0.00
<b>Total Regular Bill List as February 20, 2018</b>		<b>376,999.81</b>

**Section 8 Rent Payments for 2018**

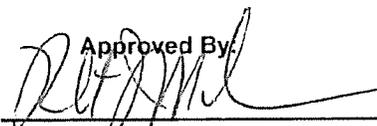
16	Section 8 Program	141,238.00
<b>Total Section 8 Rent Payments Bill List as of February 20, 2018</b>		<b>141,238.00</b>

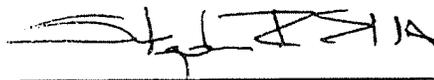
**Pre-Paid Bill List as of February 20, 2018**

1	Current Fund	0.00
2	State & Federal Grants	37,540.00
4	Capital Fund	0.00
7	Sewer Utility Fund	0.00
8	Sewer Utility Capital	0.00
12	Planning Board Trust Fund	0.00
16	Section 8	0.00
17	General Trust Fund	0.00
18	Bernards Township RCA	0.00
20	Agency Fund	148,905.35
21	Revolving Loan Fund	0.00
<b>Total Pre-Paid Bill List for February 20, 2018</b>		<b>186,445.35</b>

**Grand Total All Funds**

**704,683.16**

Approved By:   
 Robert J. Merlo, CFO

  
 Stephen R. Ellis, Mayor

**List of Bills - CLAIMS CHECKING ACCOUNT**  
Meeting Date: 02/20/2018 For bills from 02/07/2018 to 02/20/2018

Check#	Vendor	Description	Payment	Check Total
71976	3 - VERIZON, INC	PO 27892 02/01/18-03/07/18 Services as per b	688.16	688.16
71977	5 - JIORLES OFFICE SUPPLIES	PO 26869 office supplies	129.56	
		PO 27755 2018 Planning and Zoning stamper an	79.97	
		PO 27803 ink for MVR Machine	434.88	
		PO 27823 Supplies for Finance Office per Quo	143.27	
		PO 27823 Supplies for Finance Office per Quo	1,849.99	
		PO 27824 Hanging Folders for Finance-Return	8.00	
		PO 27846 3 Ring Binders needed for Budget	128.90	2,774.57
71978	15 - WARREN MATERIALS INC	PO 24971 Cold Patch	1,075.00	1,075.00
71979	16 - J C P L	PO 27893 11/29/17-01/30/18 Services as per b	14,520.36	14,520.36
71980	29 - WILSON PRODUCTS	PO 27712 Fittings for 94-69	25.98	25.98
71981	43 - ROSSNAGLE'S SERVICE CNTR INC	PO 27721 Tow 94-13	75.00	75.00
71982	78 - AQUA NEW JERSEY, INC	PO 27894 12/29/17-02/07/18 Services as per b	2,006.59	2,006.59
71983	88 - DELTA DENTAL OF NJ INC	PO 27878 March Dental Payment - Acct #03947	5,855.06	
		PO 27878 March Dental Payment - Acct #03947	239.64	
		PO 27878 March Dental Payment - Acct #03947	124.36	6,219.06
71984	88 - DELTA DENTAL OF NJ INC	PO 27879 March Dental Payment - Acct #03947	252.92	
		PO 27879 March Dental Payment - Acct #03947	122.00	
		PO 27879 March Dental Payment - Acct #03947	110.97	
		PO 27879 March Dental Payment - Acct #03947	1,031.58	1,517.47
71985	97 - BAKER & TAYLOR BOOKS INC	PO 26376 F-207	17.23	
		PO 27269 F-201	9.36	
		PO 27627 F-201	700.43	
		PO 27628 F-201	486.59	
		PO 27630 F-207	342.91	
		PO 27748 F-207	191.09	1,747.61
71986	118 - WEST GROUP PAYMENT CENTER	PO 27679 F - 204 Reference books	104.00	104.00
71987	130 - CINTAS FAS LOCKBOX 636525	PO 27713 Medical Supplies for cabinets	44.76	44.76
71988	176 - FIRST PRIORITY EMERGENCY VEHICLES	PO 27710 Servicing of Engine 94-67	850.00	850.00
71989	181 - JOHNNY'S AUTOMOTIVE & TRUC	PO 27753 Alternator for Bus #2	582.32	582.32
71990	182 - BRUCE H NOLF	PO 27767 Purchase of Gas Additive for Small	91.69	91.69
71991	187 - DAVID CUPON	PO 27793 2017 Eyecare Reimbursement	135.00	135.00
71992	215 - NAZARETH FORD INC	PO 27816 Repairs for 94-3	13.60	13.60
71993	281 - ELECTRONIC MEASUREMENT LABS INC	PO 27769 Calibration of Hazardous Gas Detect	259.68	259.68
71994	288 - H. T. LYONS, INC	PO 27815 Heating repairs at Lincoln Firehous	1,492.58	
		PO 27817 Repairs recommended by Boiler Inspe	4,165.22	5,657.80
71995	291 - AUDIO PARTNERS INC	PO 27747 F-209	55.89	55.89
71996	324 - S & S WORLDWIDE INC	PO 27600 Supplies for rec programs, includin	1,477.47	1,477.47
71997	336 - SANDOR GAL	PO 27841 2017 Eyecare Reimbursement	200.00	200.00
71998	345 - N J FIRE EQUIPMENT	PO 27709 Cleaning and Repair of Turnout Gear	1,268.00	
		PO 27784 Purchase of Lieutenant Helmet	380.00	
		PO 27785 Purchase of Globe Name Patches for	251.65	
		PO 27786 Repair of Nozzle	20.00	
		PO 27787 Purchase of 2 Pair of Boots	716.00	
		PO 27789 Clean / Repair Turnout Gear	843.75	3,479.40
71999	355 - WARREN COUNTY CLERK ASSOC	PO 27626 Renewal of WCMCA membership	75.00	75.00
72000	359 - N J LAW JOURNAL	PO 27677 F - 204 Reference Books	350.00	350.00
72001	419 - KRISTI ANTHES	PO 27765 TCMCAA January Retreat & Travel	61.46	61.46
72002	429 - TRI-CTY MUN COURT ADM ASSN	PO 27764 2018 TCMCAA Membership dues	70.00	70.00
72003	432 - NJ State League of Municipalities	PO 27440 Class for newly elected officials	615.00	615.00
72004	460 - CINTAS CORPORATION NO.2	PO 27690 Mats for Municipal Bldg	84.91	84.91
72005	499 - NATURAL SYSTEMS UTILITIES	PO 27808 February Contract Fee	167,502.67	167,502.67
72006	544 - WORTH AND COMPANY INC	PO 25438 Cert of Funds - 2017 Building Maint	456.50	456.50
72007	546 - GRAPHIC ACTION INC	PO 27736 business cards	154.00	154.00
72008	547 - LAWMEN SUPPLY CO	PO 27168 17 Point Blank Bullet Proof Vests	16,558.00	16,558.00
72009	604 - BIG PIXEL STUDIO	PO 27737 Website updates	80.00	80.00
72010	656 - VERIZON WIRELESS	PO 27891 02/02-03/01 Services as per billing	110.08	110.08
72011	670 - BLOCK LINE SYSTEMS LLC	PO 27783 Acct. 69169 - Telecommunications in	989.28	989.28
72012	677 - LAVERY, SELVAGGI & ABROMITIS PC	PO 27881 Professional Services Rendered	13,905.00	13,905.00
72013	684 - ELRAC INC	PO 27177 SOD VEHICLE RENTAL	1,290.06	
		PO 27653 SOD VEHICLE RENTAL	1,118.71	2,408.77
72014	687 - INDUSTRIAL COMMUNICATIONS INC	PO 27820 Purchase of Battery	75.00	75.00
72015	733 - NJ ADVANCE MEDIA, LLC	PO 27185 F - 403 Advertising	26.34	
		PO 27433 Cancelled Meeting	62.65	

**List of Bills - CLAIMS CHECKING ACCOUNT**  
 Meeting Date: 02/20/2018 For bills from 02/07/2018 to 02/20/2018

Check#	Vendor	Description	Payment	Check Total
		PO 27782 Jan 16 mtg notice	74.50	
		PO 27842 2018-01 Fleming St, 2018 Mtg Notice	472.35	
		PO 27842 2018-01 Fleming St, 2018 Mtg Notice	66.60	702.44
72016	734 - RECORDED BOOKS LLC	PO 27745 F - 211 Platform Fee	3,000.00	
		PO 27746 F - 211 eMagazines	3,297.23	6,297.23
72017	812 - EVERBANK COMMERCIAL FINANCE INC	PO 27800 lease agreement for 3 copiers	293.45	293.45
72018	818 - ALAN S MARINO	PO 27794 Repair wall at Municipal Bldg	2,260.00	2,260.00
72019	821 - EDWARDS BUSINESS MACHINES INC	PO 27740 Copier Maintenance	192.00	192.00
72020	823 - BIBLIOTHECA LLC	PO 27681 F - 211 eAudiobooks	151.13	151.13
72021	842 - EITAN ELDOR	PO 27157 DEPARTMENT EMAIL - YEARLY USER FEES	2,050.00	2,050.00
72022	863 - SYNCHRONY BANK	PO 27686 January Blanket Purchase Order	149.63	149.63
72023	934 - TRAFFIC SAFETY SERVICE, LLC	PO 26764 Ver-Mac PCMS 548 Variable Message S	14,300.00	14,300.00
72024	935 - Merchants Account	PO 27865 January 2018 Fees	58.25	58.25
72025	941 - RUSSELL REID WST HAUL/DISP.SVC INC	PO 27741 Temporary Restrooms	161.29	161.29
72026	973 - ABE AREA GLASS LLC	PO 27804 Repairs for trolley	135.00	135.00
72027	975 - BRANDON HULL	PO 27834 2018 Eyecare Reimbursement	200.00	200.00
72028	1012 - EMERGENCY SYSTEMS SERV CO.,INC	PO 27691 Generator Maintenance for Municipal	1,610.71	1,610.71
72029	1026 - FIRE FIGHTER EQUIPMENT CO INC	PO 27790 Purchase of Hydrant Markers	2,340.00	2,340.00
72030	1223 - HOME DEPOT COMMERCIAL	PO 27687 January Blanket Purchase Order	456.64	456.64
72031	1235 - BROWN DAUB DODGE CHRYSLER JEEP INC	PO 27811 Keys cut for Mayor's vehicle	120.00	
		PO 27812 Key blanks for Mayor's vehicle	811.20	931.20
72032	1255 - CLEMENS UNIFORM RENTAL INC	PO 27678 F-500 Janitorial Supplies	134.55	134.55
72033	1290 - CDW-G COMPUTER CENTERS INC	PO 27353 RSA - 303 Computer Equipment	4,376.49	4,376.49
72034	1492 - OPDYKE'S SERVICES	PO 27719 Parts for sanitation trucks	411.83	
		PO 27810 Parts for sanitation truck	241.02	652.85
72035	1648 - ANGELA HOADLEY	PO 27843 2018 Eyecare Reimbursement	15.00	15.00
72036	1679 - CHRIN'S BROS INC	PO 27685 January Blanket Purchase Order	36,240.86	36,240.86
72037	1758 - METZ INC	PO 27697 Heating repairs Municipal Bldg	1,295.00	1,295.00
72038	1786 - EXAMINETICS INC	PO 27208 2017 Medical Evaluations and Fit Te	8,475.00	8,475.00
72039	1802 - PHILLIPSBURG MUNICIPAL COURT	PO 27839 PNC/Amex fees January 2018	198.32	198.32
72040	1849 - RYAN L EPPLE VMD	PO 27835 Vet Expenses	198.80	198.80
72041	1919 - CHARLES R GRUBB D.O.,PC	PO 27708 Physicals for 2 New Members	340.00	
		PO 27791 Physical Exam for New Member	170.00	510.00
72042	2007 - ATLANTIC SALT INC	PO 27591 Road Salt	7,547.30	7,547.30
72043	2048 - S. ROTONDI & SONS, INC	PO 27720 Tree recycling	88.00	88.00
72044	2143 - LOWE & MOYER GARAGE INC	PO 27357 Repairs for sanitation truck #29	179.99	179.99
72045	2160 - WILLIAM LANCE	PO 27780 2018 Eyecare Reimbursement	162.18	162.18
72046	2172 - NORTHEAST JANITORIAL SUPPLY LLC	PO 27689 Janitorial Supplies	1,395.28	1,395.28
72047	2177 - EASTON BLOCK & SUPPLY	PO 27822 Sgal bucket accelerator	83.64	83.64
72048	2232 - JEWELL COMPUTING SOLUTIONS LLC	PO 27629 F - 304 Professional Tech Services	421.25	421.25
72049	2300 - TREASURER-STATE OF NJ	PO 27882 Site Remediation Program Costs	14,285.50	14,285.50
72050	2366 - MUNICIPAL SOFTWARE INC	PO 27610 TAX FINANCE SEWER SUPPORT 2018	10,012.56	
		PO 27610 TAX FINANCE SEWER SUPPORT 2018	7,047.54	17,060.10
72051	5422 - WILLIAM KATCHEN CPA LLC	PO 27735 Professional Services	2,000.00	2,000.00
72052	6612 - BRIAN BERRIGAN	PO 27648 2017 Eyecare Reimbursement	194.00	194.00
72053	6659 - PENTELEDATA	PO 27680 F - 306 Telecom-Internet	1,199.40	
		PO 27781 internet service - court & recreati	564.75	1,764.15
72054	6827 - VALLEY BUSINESS SYSTEMS INC	PO 27734 Copier Maintenance Contract	250.00	250.00
72055	6865 - DOMINIC BELCASTRO	PO 27779 2017 Eyecare Reimbursement	85.50	85.50
	TOTAL			376,999.81

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-050	Business Administrator - O/E	192.00			
01-201-20-110-050	Mayor & Council - O/E	154.00			
01-201-20-120-050	Municipal Clerk - O/E	621.85			
01-201-20-130-050	Financial Administration - O/E	5,182.31			
01-201-20-145-050	Revenue Administration - O/E	5,248.67			

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-22-195-050	Inspections Department - O/E	79.97			
01-201-23-220-050	Employee Group Insurance	6,878.22			
01-201-25-240-050	Police Department - O/E	728.33			
01-201-25-265-050	Fire Department - O/E	6,284.10			
01-201-26-290-050	Street & Roads - O/E	7,630.94			
01-201-26-301-050	PEOSHA	129.67			
01-201-26-310-050	Building & Grounds - O/E	8,821.13			
01-201-26-315-050	Vehicle Maintenance - O/E	1,672.65			
01-201-27-340-050	Animal Control Services - O/E	198.80			
01-201-31-430-050	Utility Expenses - Electricity	12,246.96			
01-201-31-440-050	Switchboard Expenses - O/E	1,552.49			
01-201-31-445-050	Utility Expenses - Water	1,685.27			
01-201-32-465-050	Landfill/Solid Waste Disposal Costs	36,328.86			
01-201-33-490-050	Municipal Court - O/E	519.81			
01-201-47-390-050	Maintenance of Free Public Library	2,985.12			
01-203-20-110-050	(2017) Mayor & Council - O/E		744.56		
01-203-20-120-050	(2017) Municipal Clerk - O/E		62.65		
01-203-23-220-050	(2017) Employee Group Insurance		414.50		
01-203-25-240-050	(2017) Police Department - O/E		4,458.77		
01-203-25-265-050	(2017) Fire Department - O/E		1,475.00		
01-203-25-266-050	(2017) Supplemental Fire Program		7,000.00		
01-203-26-310-050	(2017) Building & Grounds - O/E		4,259.22		
01-203-26-315-050	(2017) Vehicle Maintenance - O/E		897.31		
01-203-28-370-050	(2017) Recreation Service & Program - O/		1,477.47		
01-203-47-390-050	(2017) Maintenance of Free Public Librar		362.50		
01-204-55-000	Accounts Payable			1,075.00	
01-260-05-100	Current Fund - Due to Claims			0.00	137,036.97
01-290-55-080-000	Library Grants			15,668.84	
<b>TOTALS FOR</b>	<b>CURRENT FUND</b>	<b>99,141.15</b>	<b>21,151.98</b>	<b>16,743.84</b>	<b>137,036.97</b>
02-213-41-723-000	2014 Grant Expenditures			3,659.00	
02-213-41-724-000	2015 Grant Expenditure			1,838.75	
02-213-41-725-000	2015 - 2017 COPS Hiring Grant			97.60	
02-213-41-726-000	2016 Grant Expenditures			7,427.35	
02-213-41-727-000	2017 Grant Expenditures			5,509.65	
02-260-05-100	St/Fed Grants - Due to Claims Fund			0.00	18,532.35
<b>TOTALS FOR</b>	<b>STATE &amp; FEDERAL GRANTS</b>	<b>0.00</b>	<b>0.00</b>	<b>18,532.35</b>	<b>18,532.35</b>
04-215-55-934-000	2017 Improvements Authorized			15,647.65	
04-260-05-100	Capital - Due to Claims Fund			0.00	15,647.65
<b>TOTALS FOR</b>	<b>CAPITAL FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>15,647.65</b>	<b>15,647.65</b>
07-201-55-510-050	Sewer Utility OE	174,967.42			
07-260-05-100	Sewer Utility - Due to Claims Fund			0.00	174,967.42
<b>TOTALS FOR</b>	<b>SEWER UTILITY</b>	<b>174,967.42</b>	<b>0.00</b>	<b>0.00</b>	<b>174,967.42</b>
12-260-05-100	Planning Board - Due to Claims Fund			0.00	28,190.50
12-286-56-851-000	Land Use Escrows			14,285.50	
12-288-56-101-000	Escrow - Opus Investments			13,905.00	
<b>TOTALS FOR</b>	<b>PLANNING BOARD ESCROW</b>	<b>0.00</b>	<b>0.00</b>	<b>28,190.50</b>	<b>28,190.50</b>

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
16-260-05-100	Section 8 - Due to Claims Fund			0.00	2,372.00
16-289-56-081-000	Section 8 Spending Reserves			2,372.00	
<b>TOTALS FOR</b>	<b>SECTION 8 PROGRAM</b>	<b>0.00</b>	<b>0.00</b>	<b>2,372.00</b>	<b>2,372.00</b>
20-260-05-100	Agency - Due to Claims Fund			0.00	252.92
20-291-55-070-000	Payroll Deductions			252.92	
<b>TOTALS FOR</b>	<b>PAYROLL AGENCY FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>252.92</b>	<b>252.92</b>

Total to be paid from Fund 01 CURRENT FUND	137,036.97
Total to be paid from Fund 02 STATE & FEDERAL GRANTS	18,532.35
Total to be paid from Fund 04 CAPITAL FUND	15,647.65
Total to be paid from Fund 07 SEWER UTILITY	174,967.42
Total to be paid from Fund 12 PLANNING BOARD ESCROW	28,190.50
Total to be paid from Fund 16 SECTION 8 PROGRAM	2,372.00
Total to be paid from Fund 20 PAYROLL AGENCY FUND	252.92
	<b>376,999.81</b>

Checks Previously Disbursed

2818	N J YOUTH CORP OF PHILLIPSBURG	PO# 27895	Reimbursement ALWY18N	37,540.00	2/15/2018
4210096	St of NJ - Dept of Treasury	PO# 27845	February SHBP	148,905.35	2/15/2018
				<b>186,445.35</b>	

Total paid from Fund 02 STATE & FEDERAL GRANTS	37,540.00
Total paid from Fund 20 PAYROLL AGENCY FUND	148,905.35
	<b>186,445.35</b>

Total for this Bills List: **563,445.16**

**List of Bills (Department/Account Detail) - CLAIMS CHECKING ACCOUNT**

Meeting Date: 02/20/2018 For bills from 02/07/2018 to 02/20/2018

Account	PO #	Vendor	Description	Payment	Account Total
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**CURRENT FUND**

**G/L Expenditures**

01-204-55-000	24971	WARREN MATERIALS INC	tons cold patch	1,075.00	
		<i>Accounts Payable</i>			
			<b>TOTAL FOR ACCOUNT</b>		<b>1,075.00</b>
		<b>TOTAL for G/L Expenditures</b>			<b>1,075.00</b>

**Library Federation**

	27185	NJ ADVANCE MEDIA, LLC	Legal Ad for 2018 Board Meeting Schedule	26.34	
	27745	RECORDED BOOKS LLC	Zineo-One Click Bundle	3,000.00	
	27677	N J LAW JOURNAL	New Jersey Employment Law 2018	250.00	
	27681	BIBLIOTHECA LLC	December: 73 eAudiobook licenses purchas	151.13	
	27678	CLEMENS UNIFORM RENTAL INC	February - July 2018 service	134.55	
	27746	RECORDED BOOKS LLC	eMagazine renewal	3,297.23	
	27629	JEWELL COMPUTING SOLUTIONS LLC	Onsite support for System Upgrade on 12/	421.25	
	27680	PENTELEDATA	Prepay 2018 Internet Service	1,199.40	
	26376	BAKER & TAYLOR BOOKS INC	DVD's	17.23	
	27269	BAKER & TAYLOR BOOKS INC	Adult print books	9.36	
	27627	BAKER & TAYLOR BOOKS INC	Adult print books	27.57	
	27892	VERIZON, INC	Library-201 V03-0343-2/1/18-2/28/18	609.75	
	27677	N J LAW JOURNAL	New Jersey Tax Handbook 2018	100.00	
	27747	AUDIO PARTNERS INC	Fire & Fury - E9U031 - CD Audiobook	55.89	
	27878	DELTA DENTAL OF NJ INC	Library Federation	97.60	
	27627	BAKER & TAYLOR BOOKS INC	Adult print books	656.46	
	27627	BAKER & TAYLOR BOOKS INC	Adult print books	16.40	
	27628	BAKER & TAYLOR BOOKS INC	Adult Print Books	320.71	
	27628	BAKER & TAYLOR BOOKS INC	Adult Print Books	87.55	
	27879	DELTA DENTAL OF NJ INC	Library Federation	97.60	
	27628	BAKER & TAYLOR BOOKS INC	Adult Print Books	78.33	
	27748	BAKER & TAYLOR BOOKS INC	DVD's	26.99	
	27630	BAKER & TAYLOR BOOKS INC	DVD's	326.42	
	27679	WEST GROUP PAYMENT CENTER	Municipal Court Practice Series V17 and	104.00	
	27630	BAKER & TAYLOR BOOKS INC	DVD's	16.49	
	27748	BAKER & TAYLOR BOOKS INC	DVD's	134.11	
	27748	BAKER & TAYLOR BOOKS INC	DVD's	29.99	
01-290-55-080-001		<b>Library Federation</b>	<b>TOTAL FOR ACCOUNT</b>		<b>11,292.35</b>
	27353	CDW-G COMPUTER CENTERS INC	Dell E2016H 20" LED Monitors	325.08	
	27353	CDW-G COMPUTER CENTERS INC	Dell OptiPlex 3050	1,644.18	
	27353	CDW-G COMPUTER CENTERS INC	Dell Pro Support Upgrade	137.10	
	27353	CDW-G COMPUTER CENTERS INC	Dell Pro Support Upgrade	137.10	
	27353	CDW-G COMPUTER CENTERS INC	Dell OptiPlex 3050	2,133.03	
01-290-55-080-002		<b>Library Reserve</b>	<b>TOTAL FOR ACCOUNT</b>		<b>4,376.49</b>
		<b>TOTAL for Library Federation</b>			<b>15,668.84</b>

**Business Administrator**

01-201-20-100-078	27740	EDWARDS BUSINESS MACHINES INC	Copier Maintenance 2/21/18-3/20/18	192.00	
		<i>SERVICE COPIERS</i>			
			<b>TOTAL FOR ACCOUNT</b>		<b>192.00</b>
		<b>TOTAL for Business Administrator</b>			<b>192.00</b>

**List of Bills (Department/Account Detail) - CLAIMS CHECKING ACCOUNT**

Meeting Date: 02/20/2018 For bills from 02/07/2018 to 02/20/2018

Account	PO #	Vendor	Description	Payment	Account Total
	27736	GRAPHIC ACTION INC	business cards for the Mayor	77.00	
	27736	GRAPHIC ACTION INC	business cards - Sherry	77.00	
01-201-20-110-051		<b>OFFICE SUPPLIES</b>	<b>TOTAL FOR ACCOUNT</b>		154.00
	26869	JIORLES OFFICE SUPPLIES	At-A-Glance monthly desk pad AAG89805 1-	17.99	
	26869	JIORLES OFFICE SUPPLIES	At-A-Glance weekly appointment book NAVY	20.29	
	26869	JIORLES OFFICE SUPPLIES	brother p-touch tape T2E-231 12mm tape B	58.94	
	26869	JIORLES OFFICE SUPPLIES	PAP9560131 Papermate blue fine point pen	32.34	
01-203-20-110-051		<b>(2017) OFFICE SUPPLIES</b>	<b>TOTAL FOR ACCOUNT</b>		129.56
	27440	NJ State League of Municipalities	Senubar - Orientation for Newley Elected	390.00	
	27440	NJ State League of Municipalities	Seminar - Budgeting for Elected Official	225.00	
01-203-20-110-093		<b>(2017) Seminars and Conferences</b>	<b>TOTAL FOR ACCOUNT</b>		615.00
<b>TOTAL for Mayor &amp; Council</b>					<b>898.56</b>
<b>Municipal Clerk</b>					
	27842	NJ ADVANCE MEDIA, LLC	0:2018-01 Fleming St	272.00	
	27842	NJ ADVANCE MEDIA, LLC	Jan 30 Special Mtg Notice	129.80	
	27782	NJ ADVANCE MEDIA, LLC	Meeting Notice Jan 16, 2018	74.50	
	27842	NJ ADVANCE MEDIA, LLC	2018 Mtg Place Notice	70.55	
01-201-20-120-084		<b>ADVERTISING</b>	<b>TOTAL FOR ACCOUNT</b>		546.85
	27626	WARREN COUNTY CLERK ASSOC	Membership - Clerk	50.00	
	27626	WARREN COUNTY CLERK ASSOC	Membership - Deputy Clerk	25.00	
01-201-20-120-089		<b>MEMBERSHIP</b>	<b>TOTAL FOR ACCOUNT</b>		75.00
	27433	NJ ADVANCE MEDIA, LLC	Cancelled Work Session 12/12/17	62.65	
01-203-20-120-084		<b>(2017) ADVERTISING</b>	<b>TOTAL FOR ACCOUNT</b>		62.65
<b>TOTAL for Municipal Clerk</b>					<b>684.50</b>
<b>Financial Administration</b>					
	27824	JIORLES OFFICE SUPPLIES	Hanging Folders-PFX415215VIO-C22666-0-Cr	-45.98	
	27824	JIORLES OFFICE SUPPLIES	Hanging Folders-PFX415315VIO-23532	53.98	
	27846	JIORLES OFFICE SUPPLIES	SPR - 26976 3 Ring Binders needed for Bu	128.90	
	27823	JIORLES OFFICE SUPPLIES	boxes Staples #BSN65649	8.28	
	27823	JIORLES OFFICE SUPPLIES	Iceberg 55304 Economy Folding Table #ICE	134.99	
01-201-20-130-051		<b>OFFICE SUPPLIES</b>	<b>TOTAL FOR ACCOUNT</b>		280.17
	27610	MUNICIPAL SOFTWARE INC	FINANCE SUPPORT	4,763.89	
01-201-20-130-060		<b>COMPUTER CONSULTANTS</b>	<b>TOTAL FOR ACCOUNT</b>		4,763.89
	27737	BIG PIXEL STUDIO	1 year renewal of photo gallery software	30.00	
	27737	BIG PIXEL STUDIO	update business address on all footers	50.00	
01-201-20-130-077		<b>SERVICE COMPUTERS</b>	<b>TOTAL FOR ACCOUNT</b>		80.00
	27865	Merchants Account	January CC Fees	58.25	
01-201-20-130-233		<b>Credit Card Processing Fees</b>	<b>TOTAL FOR ACCOUNT</b>		58.25
<b>TOTAL for Financial Administration</b>					<b>5,182.31</b>
<b>Revenue Administration</b>					
	27610	MUNICIPAL SOFTWARE INC	TAX SUPPORT	5,248.67	
01-201-20-145-060		<b>COMPUTER CONSULTANTS</b>	<b>TOTAL FOR ACCOUNT</b>		5,248.67
<b>TOTAL for Revenue Administration</b>					<b>5,248.67</b>

**List of Bills (Department/Account Detail) - CLAIMS CHECKING ACCOUNT**

Meeting Date: 02/20/2018 For bills from 02/07/2018 to 02/20/2018

Account	PO #	Vendor	Description	Payment	Account Total	
<b>Inspections Department</b>						
01-201-22-195-051	27755	JIORLES OFFICE SUPPLIES	2018 Planning and Zoning stamper and han	79.97		
		OFFICE SUPPLIES	TOTAL FOR ACCOUNT		79.97	
TOTAL for Inspections Department					=====	79.97
<b>Employee Group Insurance</b>						
01-201-23-220-202	27878	DELTA DENTAL OF NJ INC	AFSCME	2,598.62		
	27879	DELTA DENTAL OF NJ INC	AFSCME	272.00		
		Dental Insurance - AFSCME	TOTAL FOR ACCOUNT		2,870.62	
01-201-23-220-203	27879	DELTA DENTAL OF NJ INC	Staff	195.20		
	27878	DELTA DENTAL OF NJ INC	Staff	370.88		
		Dental Insurance - Staff	TOTAL FOR ACCOUNT		566.08	
01-201-23-220-204	27879	DELTA DENTAL OF NJ INC	PBA	173.98		
	27878	DELTA DENTAL OF NJ INC	PBA	1,811.96		
		Dental Insurance - PBA	TOTAL FOR ACCOUNT		1,985.94	
01-201-23-220-205	27878	DELTA DENTAL OF NJ INC	Superior	683.20		
	27879	DELTA DENTAL OF NJ INC	Superiors	195.20		
		Dental Insurance - PBA Superiors	TOTAL FOR ACCOUNT		878.40	
01-201-23-220-206	27780	WILLIAM LANCE	2018 Eyecare Reimbursement	162.18		
	27834	BRANDON HULL	2018 Eyecare Reimbursement	200.00		
		Vision Care - PBA	TOTAL FOR ACCOUNT		362.18	
01-201-23-220-207	27843	ANGELA HOADLEY	2018 Eyecare Reimbursement	15.00		
		Vision Care - AFSCME	TOTAL FOR ACCOUNT		15.00	
01-201-23-220-208	27841	SANDOR GAL	2017 Eyecare Reimbursement	200.00		
		Vision Care - PBA Superiors	TOTAL FOR ACCOUNT		200.00	
01-203-23-220-206	27648	BRIAN BERRIGAN	2017 eyecare reimbursement	119.00		
	27779	DOMINIC BELCASTRO	2017 Eyecare Reimbursement	85.50		
	27648	BRIAN BERRIGAN	2017 eyecare reimbursement	75.00		
	27793	DAVID CUPON	2017 Eyecare Reimbursement	135.00		
		(2017) Vision Care - PBA	TOTAL FOR ACCOUNT		414.50	
TOTAL for Employee Group Insurance					=====	7,292.72
<b>Public Safety</b>						
01-201-25-240-051	27803	JIORLES OFFICE SUPPLIES	primera bravo 4100 yellow	104.97		
	27803	JIORLES OFFICE SUPPLIES	primera bravo 4100 black	119.97		
	27803	JIORLES OFFICE SUPPLIES	primera bravo 4100 magenta	104.97		
	27803	JIORLES OFFICE SUPPLIES	primera bravo 4100 cyan	104.97		
		OFFICE SUPPLIES	TOTAL FOR ACCOUNT		434.88	
01-201-25-240-108	27800	EVERBANK COMMERCIAL FINANCE INC	lease agreement for 3 copiers	293.45		
		Office Equipment Lease	TOTAL FOR ACCOUNT		293.45	
01-203-25-240-055	27157	EITAN ELDOR	GOOGLE G SUITE BASIC 12/17 THROUGH 12/18	2,050.00		
		(2017) COMPUTER SUPPLIES - PROGRAMS	TOTAL FOR ACCOUNT		2,050.00	
01-203-25-240-257	27177	ELRAC INC	RENTAL VEHICLE 9/14/17 THROUGH 10/14/17	1,290.06		
	27653	ELRAC INC	SOD VEHICLE RENTAL 10/14/17 TO 11/9/17	1,118.71		
		(2017) DETECTIVE EXPENSES	TOTAL FOR ACCOUNT		2,408.77	
TOTAL for Public Safety					=====	5,187.10

**List of Bills (Department/Account Detail) - CLAIMS CHECKING ACCOUNT**

Meeting Date: 02/20/2018 For bills from 02/07/2018 to 02/20/2018

Account	PO #	Vendor	Description	Payment	Account Total
<b>Fire Department</b>					
	27708	CHARLES R GRUBB D.O.,PC	Physicals for for New Members Francis Ga	340.00	
	27791	CHARLES R GRUBB D.O.,PC	Firefighter Physical Exam for James Camp	170.00	
01-201-25-265-075		<i>EMPLOYMENT PHYSICALS</i>	<b>TOTAL FOR ACCOUNT</b>		510.00
	27709	N J FIRE EQUIPMENT	Clean/Inspect/Repair of 29 Pieces of Tur	1,268.00	
	27789	N J FIRE EQUIPMENT	Clean / Repair 18 Pieces of Turnout Gear	843.75	
01-201-25-265-112		<i>REPAIR TURNOUT GEAR</i>	<b>TOTAL FOR ACCOUNT</b>		2,111.75
	27710	FIRST PRIORITY EMERGENCY VEHICLES	Cab/Chassis PM Service on Engine 94-67,	850.00	
01-201-25-265-114		<i>VEHICLE REPARIS</i>	<b>TOTAL FOR ACCOUNT</b>		850.00
	27769	ELECTRONIC MEASUREMENT LABS INC	Calibration and Repair of Hazardous Gas	259.68	
01-201-25-265-116		<i>PEOSHA TESTING</i>	<b>TOTAL FOR ACCOUNT</b>		259.68
	27786	N J FIRE EQUIPMENT	Repair of Akron 1.75 Inch Pistol Grip No	20.00	
01-201-25-265-119		<i>EQUIPMENT REPAIRS</i>	<b>TOTAL FOR ACCOUNT</b>		20.00
	27712	WILSON PRODUCTS	Fittings for SCBA Regulator on 94-69.	25.98	
01-201-25-265-121		<i>VEHICLE PARTS/EQUIP</i>	<b>TOTAL FOR ACCOUNT</b>		25.98
	27767	BRUCE H NOLF	Cases of Startron Gasoline Additive for	91.69	
01-201-25-265-122		<i>Tools &amp; Equipment</i>	<b>TOTAL FOR ACCOUNT</b>		91.69
	27820	INDUSTRIAL COMMUNICATIONS INC	Purchase of Battery for Motorola HT 1250	75.00	
01-201-25-265-245		<i>INDUSTRIAL COMMUNICATIONS</i>	<b>TOTAL FOR ACCOUNT</b>		75.00
	27790	FIRE FIGHTER EQUIPMENT CO INC	Hydrafinder--5 Foot, with Spring and Ext	2,340.00	
01-201-25-265-272		<i>FIRE DEPT MATERIALS/SUPL</i>	<b>TOTAL FOR ACCOUNT</b>		2,340.00
	27208	EXAMINETICS INC	2017 Medical Evaluations and Fit Testing	1,475.00	
01-203-25-265-116		<i>(2017) PEOSHA TESTING</i>	<b>TOTAL FOR ACCOUNT</b>		1,475.00
<b>TOTAL for Fire Department</b>					7,759.10
<b>Supplemental Fire Program</b>					
	27208	EXAMINETICS INC	2017 Medical Evaluations and Fit Testing	7,000.00	
01-203-25-266-115		<i>(2017) Supplemental Fire Program</i>	<b>TOTAL FOR ACCOUNT</b>		7,000.00
<b>TOTAL for Supplemental Fire Program</b>					7,000.00
<b>Street &amp; Roads</b>					
	27822	EASTON BLOCK & SUPPLY	5gal bucket accelerator	83.64	
01-201-26-290-266		<i>LANDSCAPING</i>	<b>TOTAL FOR ACCOUNT</b>		83.64
	27591	ATLANTIC SALT INC	tons road salt	7,547.30	
01-201-26-290-284		<i>ROAD SALT</i>	<b>TOTAL FOR ACCOUNT</b>		7,547.30
<b>TOTAL for Street &amp; Roads</b>					7,630.94
<b>PEOSHA</b>					
	27690	CINTAS CORPORATION NO.2	Mats for Municipal Bldg - January	84.91	
	27713	CINTAS FAS LOCKBOX 636525	Credit to invoice per Cintas	-178.29	
	27713	CINTAS FAS LOCKBOX 636525	Medical supplies for cabinets	223.05	
01-201-26-301-209		<i>PEOSHA</i>	<b>TOTAL FOR ACCOUNT</b>		129.67
<b>TOTAL for PEOSHA</b>					129.67

**List of Bills (Department/Account Detail) - CLAIMS CHECKING ACCOUNT**

Meeting Date: 02/20/2018 For bills from 02/07/2018 to 02/20/2018

Account	PO #	Vendor	Description	Payment	Account Total
<b>Building &amp; Grounds</b>					
	27689	NORTHEAST JANITORIAL SUPPLY LLC	toilet bowel brush with holder	25.60	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	case urinal screen	24.75	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	swivel dust mop handle	21.90	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	cases household roll towels	154.50	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	Bucket with side wringer	58.65	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	32 oz spray bottle	1.50	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	trigger sprayer	2.00	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	Quick change wet mop handle	9.75	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	cases White roll towels	149.10	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	dust pan with broom	100.50	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	large wet mop	53.88	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	cases 13 gal liners	239.40	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	cases 55 gal liners	207.00	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	cans foaming glass cleaner	84.60	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	toilet plunger	7.50	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	case arm & hammer carpet cleaner	46.35	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	case bleach	12.35	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	case heavy clean liners	79.75	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	green cotton dust mops	27.30	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	5x48 dust mop frame	14.90	
	27689	NORTHEAST JANITORIAL SUPPLY LLC	stick up deodorant	74.00	
01-201-26-310-116		<b>JANITORIAL SUPPLIES</b>	<b>TOTAL FOR ACCOUNT</b>		<b>1,395.28</b>
	27741	RUSSELL REID WST HAUL/DISP.SVC INC	Temporary Restroom - Walters Park - 12/	80.00	
	27741	RUSSELL REID WST HAUL/DISP.SVC INC	Temporary Restroom - Boat Ramp - 12/7/17	81.29	
01-201-26-310-167		<b>JOB JOHNES</b>	<b>TOTAL FOR ACCOUNT</b>		<b>161.29</b>
	27794	ALAN S MARINO	Repair wall at Municipal Bldg	2,260.00	
	27691	EMERGENCY SYSTEMS SERV CO., INC	Generator Maintenance for Municipal Bldg	1,610.71	
	27815	H.T. LYONS, INC	Heating repairs at Lincoln Firehouse	1,492.58	
01-201-26-310-221		<b>BUILDING MAINTENANCE</b>	<b>TOTAL FOR ACCOUNT</b>		<b>5,363.29</b>
	27697	METZ INC	Heating repairs Municipal Bldg	1,295.00	
01-201-26-310-235		<b>Worth and Company</b>	<b>TOTAL FOR ACCOUNT</b>		<b>1,295.00</b>
	27687	HOME DEPOT COMMERICAL	January Blanket Purchase Order	215.47	
	27686	SYNCHRONY BANK	January Blanket Purchase Order	149.63	
	27687	HOME DEPOT COMMERICAL	January Blanket Purchase Order	28.43	
	27687	HOME DEPOT COMMERICAL	January Blanket Purchase Order	22.44	
	27687	HOME DEPOT COMMERICAL	January Blanket Purchase Order	117.92	
	27687	HOME DEPOT COMMERICAL	January Blanket Purchase Order	20.51	
	27687	HOME DEPOT COMMERICAL	January Blanket Purchase Order	51.87	
01-201-26-310-264		<b>MISC HARDWARE</b>	<b>TOTAL FOR ACCOUNT</b>		<b>606.27</b>
	27817	H.T. LYONS, INC	Repairs recommended by Boiler Inspector	4,165.22	
01-203-26-310-221		<b>(2017) BUILDING MAINTENANCE</b>	<b>TOTAL FOR ACCOUNT</b>		<b>4,165.22</b>
	25438	WORTH AND COMPANY INC	2017 Building Maintenance - Senior Cente	94.00	
01-203-26-310-235		<b>(2017) Worth and Company</b>	<b>TOTAL FOR ACCOUNT</b>		<b>94.00</b>
					=====
<b>TOTAL for Building &amp; Grounds</b>					<b>13,080.35</b>
<b>Vehicle Maintenance</b>					
	27812	BROWN DAUB DODGE CHRYSLER JEEP INC	Key blanks for Mayor's vehicle	811.20	
	27811	BROWN DAUB DODGE CHRYSLER JEEP INC	Keys cut for Mayor's vehicle	120.00	
01-201-26-315-221		<b>PARTS-PUBLIC WORKS VEH.</b>	<b>TOTAL FOR ACCOUNT</b>		<b>931.20</b>
	27810	OPDYKE'S SERVICES	Tank for sanitation truck	241.02	

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Account	PO #	Vendor	Description	Payment	Account Total
<b>Vehicle Maintenance</b>					
01-201-26-315-222		<i>PARTS OTHER VEHICLES</i>	<b>TOTAL FOR ACCOUNT</b>		652.85
	27816	NAZARETH FORD INC	Repairs for 94-3	13.60	
	27721	ROSSNAGLE'S SERVICE CNTR INC	Tow 94-13	75.00	
01-201-26-315-248		<i>REPAIRS-POLICE VEHICLES</i>	<b>TOTAL FOR ACCOUNT</b>		88.60
	27753	JOHNNY'S AUTOMOTIVE & TRUC	Alternator for Bus #2	462.32	
	27753	JOHNNY'S AUTOMOTIVE & TRUC	Repairs for Trolley	120.00	
01-203-26-315-221		<i>(2017) PARTS-PUBLIC WORKS VEH.</i>	<b>TOTAL FOR ACCOUNT</b>		582.32
	27804	ABE AREA GLASS LLC	Repairs for trolley	135.00	
01-203-26-315-251		<i>(2017) REPAIRS M/S VEHICLE</i>	<b>TOTAL FOR ACCOUNT</b>		135.00
	27357	LOWE & MOYER GARAGE INC	Repairs for sanitation truck #29	179.99	
01-203-26-315-252		<i>(2017) REPAIRS OTHER VEHICLE</i>	<b>TOTAL FOR ACCOUNT</b>		179.99
<b>TOTAL for Vehicle Maintenance</b>					<b>2,569.96</b>
<b>Animal Control Services</b>					
01-201-27-340-146		<i>VETERINARY SERVICES</i>	<b>TOTAL FOR ACCOUNT</b>		198.80
	27835	RYAN L EPPLE VMD	17-62 Feline INV # 115928	198.80	
<b>TOTAL for Animal Control Services</b>					<b>198.80</b>
<b>Recreation Services &amp; Programs</b>					
	27600	S & S WORLDWIDE INC	W3601 Soft floor hockey ball (set of 12)	31.38	
	27600	S & S WORLDWIDE INC	W3602 Soft floor hockey puck (set of 12)	31.38	
	27600	S & S WORLDWIDE INC	W10360 Combo Horseshoes and Bocce	112.44	
	27600	S & S WORLDWIDE INC	INTW13857 Battleship Game	117.72	
	27600	S & S WORLDWIDE INC	W11909 Guess Who 1980s version	98.88	
	27600	S & S WORLDWIDE INC	W2668 Bowling Set with 2.5 pound ball	138.14	
	27600	S & S WORLDWIDE INC	W3596 Spectrum Elementary Floor Hockey S	119.98	
	27600	S & S WORLDWIDE INC	W998801 Franklin Grip Rite Synthetic Com	65.94	
	27600	S & S WORLDWIDE INC	W4948001 Toss-It Net	71.94	
	27600	S & S WORLDWIDE INC	W4537 Burlap Potato Sack (set of 12)	43.98	
	27600	S & S WORLDWIDE INC	W10255 Fold 'n Go Washer Toss Game	130.98	
	27600	S & S WORLDWIDE INC	W10246 Water Balloons (pack of 150)	18.66	
	27600	S & S WORLDWIDE INC	Color Splash! Easy Tie-Dye Super Pack	43.17	
	27600	S & S WORLDWIDE INC	W2369 24' parachute	52.74	
	27600	S & S WORLDWIDE INC	W9271 Pedometer Set Spectrum Step Pedome	269.70	
	27600	S & S WORLDWIDE INC	W8165 Junior Disc Golf Set	130.44	
01-203-28-370-117		<i>(2017) RECREATIONAL SUPPLIES</i>	<b>TOTAL FOR ACCOUNT</b>		1,477.47
<b>TOTAL for Recreation Services &amp; Programs</b>					<b>1,477.47</b>
<b>Maintenance of Free Public Library</b>					
01-201-47-390-584		<i>Fringe Benefits</i>	<b>TOTAL FOR ACCOUNT</b>		390.40
	27878	DELTA DENTAL OF NJ INC	Library	292.80	
	27879	DELTA DENTAL OF NJ INC	Library	97.60	
01-201-47-390-589		<i>Building &amp; Utilities</i>	<b>TOTAL FOR ACCOUNT</b>		2,594.72
	27894	AQUA NEW JERSEY, INC	Library-6'Fire-10361650748219-12/29/17-0	321.32	
	27893	J C P L	Library-100005661556-12/30/17-01/29/18	2,273.40	

**List of Bills (Department/Account Detail) - CLAIMS CHECKING ACCOUNT**

Meeting Date: 02/20/2018 For bills from 02/07/2018 to 02/20/2018

Account	PO #	Vendor	Description	Payment	Account Total
<b>Maintenance of Free Public Library</b>					
01-203-47-390-589	(2017)	Building & Utilities	TOTAL FOR ACCOUNT		362.50
TOTAL for Maintenance of Free Public Library					3,347.82
<b>Electricity</b>					
	27893	J C P L	Sch Lts-Flashing-100067439008-12/29/17-0	3.32	
	27893	J C P L	177 South Main Street-100073164863-1/3/1	509.29	
	27893	J C P L	Meyner Road-100114710559-11/29/17-12/26/	51.71	
	27893	J C P L	Mun Bldg-10005661630-12/30/17-01/29/18	3,731.49	
	27893	J C P L	Meyner Road Park-100082801190-12/29/17-0	3.32	
	27893	J C P L	Dog Pound-2 Riverside Way-100089631061-1	392.49	
	27893	J C P L	Control Box-S Main & Jersey-10087324339-	256.14	
	27893	J C P L	Score Board-Bieher Alley-100087324339-12	3.32	
	27893	J C P L	Municipal Garage-10079474084-12/29/17-01	650.41	
	27893	J C P L	Public Services-00000000758-12/19/17-01/	6,360.24	
	27893	J C P L	2 RIVERSIDE WAY-100127035309-01/03/18-01	3.80	
	27893	J C P L	Jefferson/Main Sts-100100423969-12/29/17	281.43	
01-201-31-430-175		Electricity	TOTAL FOR ACCOUNT		12,246.96
TOTAL for Electricity					12,246.96
<b>Switchboard</b>					
	27892	VERIZON, INC	PU Tower-Alarm-213-86-12-2/8/18-3/7/18	78.41	
	27783	BLOCK LINE SYSTEMS LLC	Telephone & telecommunications 01-01-201	989.28	
01-201-31-440-180		Telephone & Telecommunications	TOTAL FOR ACCOUNT		1,067.69
	27781	PENTELEDATA	120 Filmore St. - Internet Services 01/1	99.95	
	27781	PENTELEDATA	441 Heckman St. - Internet Services 01/1	99.95	
	27781	PENTELEDATA	675 Corliss Ave - Internet Services 01/1	159.95	
	27781	PENTELEDATA	Recreation - Internet Services 01/10/18	124.95	
01-201-31-440-183		Internet Service	TOTAL FOR ACCOUNT		484.80
TOTAL for Switchboard					1,552.49
<b>Water</b>					
	27894	AQUA NEW JERSEY, INC	# Fire Co-10244640738586-01/03/18-02/05/	31.97	
	27894	AQUA NEW JERSEY, INC	Warren Chemical-10260760739831-01/03/18-	17.46	
	27894	AQUA NEW JERSEY, INC	Shappell Park-10359000747999-01/03/18-02	16.88	
	27894	AQUA NEW JERSEY, INC	Del Hgts Park-16531151133169-01/05/18-02	269.70	
	27894	AQUA NEW JERSEY, INC	Del River Park-10368121265527-01/03/18-0	16.88	
	27894	AQUA NEW JERSEY, INC	Squad Building-10304260743384-01/05/18-0	88.32	
	27894	AQUA NEW JERSEY, INC	675 Corliss Ave/6'Fire-10368120748670-12	321.32	
	27894	AQUA NEW JERSEY, INC	FIRE Central-10300120743050-01/05/18-02/	115.03	
	27894	AQUA NEW JERSEY, INC	Jersey Hose-10245560738652-01/03/18-02/0	23.85	
	27894	AQUA NEW JERSEY, INC	Linocln Engine-10302740743268-1/5/18-02/	61.62	
	27894	AQUA NEW JERSEY, INC	Mun Garage-Heckman Street-14893240743460	359.67	
	27894	AQUA NEW JERSEY, INC	Mun Bldg-10306210743556-01/05/18-02/07/1	362.57	
01-201-31-445-185		Water	TOTAL FOR ACCOUNT		1,685.27
TOTAL for Water					1,685.27

**List of Bills (Department/Account Detail) - CLAIMS CHECKING ACCOUNT**

Meeting Date: 02/20/2018 For bills from 02/07/2018 to 02/20/2018

Account	PO #	Vendor	Description	Payment	Account Total
	27685	CHRIN'S BROS INC	January Blanket Purchase Order	6,769.16	
	27720	S. ROTONDI & SONS, INC	Tree recycling	88.00	
	27685	CHRIN'S BROS INC	January Blanket Purchase Order	6,590.60	
	27685	CHRIN'S BROS INC	January Blanket Purchase Order	7,154.18	
	27685	CHRIN'S BROS INC	January Blanket Purchase Order	7,706.60	
	27685	CHRIN'S BROS INC	January Blanket Purchase Order	8,020.32	
01-201-32-465-236		<i>Garbage &amp; Recycling Dumping Fees</i>	<b>TOTAL FOR ACCOUNT</b>		36,328.86
<b>TOTAL for Landfill / Solid Waste Diposal Costs</b>					36,328.86
<b>Municipal Court</b>					
	27764	TRI-CTY MUN COURT ADM ASSN	TCMCAA Membership dues	70.00	
01-201-33-490-089		<i>Memberships</i>	<b>TOTAL FOR ACCOUNT</b>		70.00
	27765	KRISTI ANTHES	Travel to Bridgewater Mun Ct Bridgewater	36.46	
01-201-33-490-090		<i>Travel</i>	<b>TOTAL FOR ACCOUNT</b>		36.46
	27765	KRISTI ANTHES	TCMCAA January Retreat Seminar	25.00	
01-201-33-490-093		<i>Seminars &amp; Conferences</i>	<b>TOTAL FOR ACCOUNT</b>		25.00
	27781	PENTELEDATA	Court - Internet services 01/10/18 - 02/	79.95	
	27891	VERIZON WIRELESS	Alpha Court Phone-942142520-00001-980092	110.08	
01-201-33-490-180		<i>Telephone / Telecommunications</i>	<b>TOTAL FOR ACCOUNT</b>		190.03
	27839	PHILLIPSBURG MUNICIPAL COURT	PNC/Amex Fees Jan 2018	198.32	
01-201-33-490-233		<i>Credit Card Processing Fee</i>	<b>TOTAL FOR ACCOUNT</b>		198.32
<b>TOTAL for Municipal Court</b>					519.81
<b>STATE &amp; FEDERAL GRANTS</b>					
<b>Recycling Tonnage Grant</b>					
	27823	JIORLES OFFICE SUPPLIES	Shredder Cross-Cut, B35C (suggested repl	38.00	
02-213-41-723-002		<i>2014 Recycling Grant</i>	<b>TOTAL FOR ACCOUNT</b>		38.00
	27168	LAWMEN SUPPLY CO	VS5ABDVOM Custom Point Blank -Vision	3,621.00	
02-213-41-723-018		<i>2014 Body Armor Replacement</i>	<b>TOTAL FOR ACCOUNT</b>		3,621.00
<b>TOTAL for Recycling Tonnage Grant</b>					3,659.00
<b>Recycling Tonnage Grant</b>					
	27878	DELTA DENTAL OF NJ INC	Recycling Coordinator	26.76	
	27823	JIORLES OFFICE SUPPLIES	Shredder Cross-Cut, B35C (suggested repl	1,811.99	
02-213-41-724-001		<i>2015 Recycling Tonnage Grant</i>	<b>TOTAL FOR ACCOUNT</b>		1,838.75
<b>TOTAL for Recycling Tonnage Grant</b>					1,838.75
<b>COPS Hiring Grant</b>					
	27878	DELTA DENTAL OF NJ INC	COPS Hiring Grant - School	48.80	
02-213-41-725-002		<i>COPS Hiring Grant (PSD)</i>	<b>TOTAL FOR ACCOUNT</b>		48.80
	27878	DELTA DENTAL OF NJ INC	COPS Hiring Grant - Town	48.80	
02-213-41-725-003		<i>COPS Hiring Grant (Town)</i>	<b>TOTAL FOR ACCOUNT</b>		48.80
<b>TOTAL for COPS Hiring Grant</b>					97.60

**List of Bills (Department/Account Detail) - CLAIMS CHECKING ACCOUNT**

Meeting Date: 02/20/2018 For bills from 02/07/2018 to 02/20/2018

Account	PO #	Vendor	Description	Payment	Account Total	
<b>2016 Grant Expenditure</b>						
02-213-41-726-017	27168	LAWMEN SUPPLY CO	VS5ABDV0M Custom Point Blank -Vision	3,960.00		
		<i>FY2016 Bulletproof Vest Partnership Grnt</i>	<b>TOTAL FOR ACCOUNT</b>		3,960.00	
02-213-41-726-019	27168	LAWMEN SUPPLY CO	VS5ABDV0M Custom Point Blank -Vision	3,467.35		
		<i>FY 2016 Body Armor</i>	<b>TOTAL FOR ACCOUNT</b>		3,467.35	
<b>TOTAL for 2016 Grant Expenditure</b>					=====	7,427.35
<b>2017 Grant Expenditure</b>						
02-213-41-727-012	27168	LAWMEN SUPPLY CO	VS5ABDV0M Custom Point Blank -Vision	3,392.42		
		<i>FY2017 Body Armor Replacement Grant</i>	<b>TOTAL FOR ACCOUNT</b>		3,392.42	
02-213-41-727-015	27168	LAWMEN SUPPLY CO	VS5ABDV0M Custom Point Blank -Vision	2,117.23		
		<i>FY2017 BPV Partnership Grant</i>	<b>TOTAL FOR ACCOUNT</b>		2,117.23	
<b>TOTAL for 2017 Grant Expenditure</b>					=====	5,509.65
<b>CAPITAL FUND</b>						
<b>2017 Improvements Authorizations</b>						
04-215-55-934-003	27787	N J FIRE EQUIPMENT	Pair of Globe #1201400 (NFPA/NJPEOSHA),	716.00		
	27784	N J FIRE EQUIPMENT	Cairns #1010 Helmet, Red, (NFPA/NJPEOSHA)	380.00		
	27785	N J FIRE EQUIPMENT	Globe Rear Hanging Name Patches for Glob	251.65		
		<i>2017 Fire Department</i>	<b>TOTAL FOR ACCOUNT</b>		1,347.65	
04-215-55-934-004	26764	TRAFFIC SAFETY SERVICE, LLC	Ver-Mac PCMS 548 Variable message sign	12,800.00		
	26764	TRAFFIC SAFETY SERVICE, LLC	Hydraulic powered mast	1,000.00		
	26764	TRAFFIC SAFETY SERVICE, LLC	30 amp charger	500.00		
		<i>2017 Public Works</i>	<b>TOTAL FOR ACCOUNT</b>		14,300.00	
<b>TOTAL for 2017 Improvements Authorizations</b>					=====	15,647.65
<b>SEWER UTILITY</b>						
<b>Sewer Utility Department</b>						
07-201-55-510-060	27610	MUNICIPAL SOFTWARE INC	SEWR UTILITY SUPPORT	7,047.54		
		<i>Computer Consultants</i>	<b>TOTAL FOR ACCOUNT</b>		7,047.54	
07-201-55-510-084	27842	NJ ADVANCE MEDIA, LLC	Sewer Mtg Notice	66.60		
		<i>Legal Advertising</i>	<b>TOTAL FOR ACCOUNT</b>		66.60	
07-201-55-510-201	27878	DELTA DENTAL OF NJ INC	Sewer	239.64		
	27879	DELTA DENTAL OF NJ INC	Sewer	110.97		
		<i>Dental</i>	<b>TOTAL FOR ACCOUNT</b>		350.61	
07-201-55-510-517	27808	NATURAL SYSTEMS UTILITIES	February Fee - Maintenance & Repair	6,666.66		
	27808	NATURAL SYSTEMS UTILITIES	February Fee - Services	160,836.01		
		<i>Natural Systems Utilities</i>	<b>TOTAL FOR ACCOUNT</b>		167,502.67	
<b>TOTAL for Sewer Utility Department</b>					=====	174,967.42

**PLANNING BOARD ESCROW**

OPUS Escrow

**List of Bills (Department/Account Detail) - CLAIMS CHECKING ACCOUNT**

Meeting Date: 02/20/2018 For bills from 02/07/2018 to 02/20/2018

Account	PO #	Vendor	Description	Payment	Account Total
<b>PLANNING BOARD ESCROW</b>					
<b>OPUS Escrow</b>					
	27881	LAVERY, SELVAGGI & ABROMITIS PC	October - OPUS	1,687.50	
	27881	LAVERY, SELVAGGI & ABROMITIS PC	November - OPUS	6,480.00	
	27881	LAVERY, SELVAGGI & ABROMITIS PC	December - OPUS	3,330.00	
12-288-56-101-001		<i>OPUS Escrow - Attorney Fees</i>	<b>TOTAL FOR ACCOUNT</b>		13,905.00
					=====
TOTAL for OPUS Escrow					13,905.00
<b>Land Use Escrow</b>					
	27882	TREASURER-STATE OF NJ	Site Remediation Program Costs	14,285.50	
12-286-56-851-228		<i>LU Escrow - #15-004 OPUS KTV LLC</i>	<b>TOTAL FOR ACCOUNT</b>		14,285.50
					=====
TOTAL for Land Use Escrow					14,285.50
<b>SECTION 8 PROGRAM</b>					
<b>Section 8 Expenditures</b>					
	27879	DELTA DENTAL OF NJ INC	Section 8	122.00	
	27735	WILLIAM KATCHEN CPA LLC	Professional Services Rendered01/2017 -	2,000.00	
	27734	VALLEY BUSINESS SYSTEMS INC	Maintenance Contract for Copier	250.00	
16-289-56-081-820		<i>Administration - Salary and Fringe</i>	<b>TOTAL FOR ACCOUNT</b>		2,372.00
					=====
TOTAL for Section 8 Expenditures					2,372.00
<b>PAYROLL AGENCY FUND</b>					
<b>Payroll Deductions</b>					
	27879	DELTA DENTAL OF NJ INC	Dental Buy Up	252.92	
20-291-55-070-201		<i>Dental Post Tax</i>	<b>TOTAL FOR ACCOUNT</b>		252.92
					=====
TOTAL for Payroll Deductions					252.92

**List of Bills - CLAIMS CHECKING ACCOUNT**  
Meeting Date: 02/20/2018 For bills from 03/01/2018 to 03/31/2018

Check#	Vendor	Description	Payment	Check Total
72056	979 - ALFA SOLUTIONS LLC	PO 27887 March, 2018 Rent Payments	1,090.00	1,090.00
72057	5002 - KENNETH W SHERWOOD	PO 27471 March, 2018 Rent Payments	322.00	322.00
72058	5152 - CHRISTOPHER M MIKULICZ	PO 27472 March, 2018 Rent Payments	4,119.00	4,119.00
72059	5175 - RAYMOND D POWANDA	PO 27473 March, 2018 Rent Payments	1,513.00	1,513.00
72060	5180 - ROBERT HALL	PO 27474 March, 2018 Rent Payments	739.00	739.00
72061	5189 - SCOTT A SCHOFIELD	PO 27475 March, 2018 Rent Payments	1,855.00	1,855.00
72062	5202 - NATHAN BERRY COMPANY	PO 27476 March, 2018 Rent Payments	7,439.00	7,439.00
72063	5236 - KATHLEEN S FEIGLEY	PO 27477 March, 2018 Rent Payments	1,406.00	1,406.00
72064	5258 - JACK M WRIGHT JR	PO 27478 March, 2018 Rent Payments	641.00	641.00
72065	5262 - RICHARD HALLEY	PO 27479 March, 2018 Rent Payments	2,006.00	2,006.00
72066	5270 - MANUEL D VIDAL	PO 27480 March, 2018 Rent Payments	553.00	553.00
72067	5315 - BAY PARKWAY PARTNERSHIP LP	PO 27481 March, 2018 Rent Payments	1,912.00	1,912.00
72068	5326 - RICHARD WEBSTER	PO 27482 March, 2018 Rent Payments	550.00	550.00
72069	5331 - CORLISS APARTMENTS LLC	PO 27483 March, 2018 Rent Payments	4,509.00	4,509.00
72070	5341 - JOSEPH J DAKU	PO 27484 March, 2018 Rent Payments	340.00	340.00
72071	5367 - DONALD SMITH	PO 27485 March, 2018 Rent Payments	1,002.00	1,002.00
72072	5400 - GERD W VOGES	PO 27486 March, 2018 Rent Payments	900.00	900.00
72073	5403 - BRIAN NEHILA	PO 27487 March, 2018 Rent Payments	885.00	885.00
72074	5441 - MELISSA MAURY	PO 27488 March, 2018 Rent Payments	468.00	468.00
72075	5445 - CHRISTOPHER R MANN	PO 27489 March, 2018 Rent Payments	1,649.00	1,649.00
72076	5479 - ANTOINETTE BOUTROS	PO 27490 March, 2018 Rent Payments	4,423.00	4,423.00
72077	5484 - DAVID S JUDGE	PO 27491 March, 2018 Rent Payments	916.00	916.00
72078	5503 - BULLMAN ST LLC	PO 27492 March, 2018 Rent Payments	3,582.00	3,582.00
72079	5526 - LYNN C MCLAUGHLIN	PO 27493 March, 2018 Rent Payments	690.00	690.00
72080	5530 - JEFFREY ALLEGAR	PO 27494 March, 2018 Rent Payments	622.00	622.00
72081	5551 - WOLF PACK GROUP, LLC	PO 27495 March, 2018 Rent Payments	711.00	711.00
72082	5557 - HNL PROPERTY MGMT LLC	PO 27564 March, 2018 Rent Payments	469.00	469.00
72083	5591 - ALAN RULOFF	PO 27496 March, 2018 Rent Payments	598.00	598.00
72084	5597 - KURT R STOCKER	PO 27497 March, 2018 Rent Payments	900.00	900.00
72085	5609 - MOESCH PROPERTIES LLC	PO 27498 March, 2018 Rent Payments	1,772.00	1,772.00
72086	5612 - SHAWN F ULMER	PO 27499 March, 2018 Rent Payments	693.00	693.00
72087	5615 - ISABELLA PROPERTIES LLC	PO 27500 March, 2018 Rent Payments	234.00	234.00
72088	5646 - JOHN SPADARO	PO 27501 March, 2018 Rent Payments	658.00	658.00
72089	5649 - 6 BRAINARD REAL ESTATE GROUP	PO 27581 March, 2018 Rent Payments	788.00	788.00
72090	5655 - JOHN FRAIN	PO 27574 March, 2018 Rent Payments	544.00	544.00
72091	5659 - ME REALTY, LLC	PO 27502 March, 2018 Rent Payments	798.00	798.00
72092	5661 - MICHAEL R. LUCA	PO 27543 March, 2018 Rent Payments	668.00	668.00
72093	5671 - SUSAN WILLIAMS	PO 27503 March, 2018 Rent Payments	1,919.00	1,919.00
72094	5672 - D.M. INVESTMENTS LLC	PO 27582 March, 2018 Rent Payments	1,050.00	1,050.00
72095	5677 - HANN TERRACE, LLC	PO 27561 March, 2018 Rent Payments	1,064.00	1,064.00
72096	5684 - PERRY A MONTAUREDES	PO 27504 March, 2018 Rent Payments	677.00	677.00
72097	6388 - KEVIN LONERGAN	PO 27505 March, 2018 Rent Payments	907.00	907.00
72098	6434 - VINCENT VALENZA	PO 27506 March, 2018 Rent Payments	686.00	686.00
72099	6467 - LAURA BEVERLY BOWERS	PO 27507 March, 2018 Rent Payments	470.00	470.00
72100	6502 - YA-JU CHEN	PO 27508 March, 2018 Rent Payments	699.00	699.00
72101	6504 - VICTOR MANZO	PO 27509 March, 2018 Rent Payments	272.00	272.00
72102	6510 - BRIAN K WISTUK	PO 27579 March, 2018 Rent Payments	1,213.00	1,213.00
72103	6605 - VAST MANAGEMENT INC	PO 27510 March, 2018 Rent Payments	714.00	714.00
72104	6606 - BRENDA CROUGHTER	PO 27511 March, 2018 Rent Payments	569.00	569.00
72105	6639 - MICHAEL DEMONTI	PO 27512 March, 2018 Rent Payments	2,073.00	2,073.00
72106	6649 - VILLA MARABELLA LLC	PO 27513 March, 2018 Rent Payments	608.00	608.00
72107	6650 - TRUE FAMILY INVESTMENT LLC	PO 27514 March, 2018 Rent Payments	1,075.00	1,075.00
72108	6676 - RYAN CARR	PO 27515 March, 2018 Rent Payments	796.00	796.00
72109	6686 - ANIL RAMLOGAN	PO 27516 March, 2018 Rent Payments	920.00	920.00
72110	6712 - FINEGAN FUNERAL HOME	PO 27517 March, 2018 Rent Payments	885.00	885.00
72111	6713 - GARY BRYDE	PO 27518 March, 2018 Rent Payments	761.00	761.00
72112	6745 - LAWRENCE V ROESSNER	PO 27519 March, 2018 Rent Payments	1,100.00	1,100.00
72113	6774 - JAYESH SHAH	PO 27520 March, 2018 Rent Payments	660.00	660.00
72114	6777 - MERQUIADES CASTILLO	PO 27521 March, 2018 Rent Payments	1,785.00	1,785.00
72115	6778 - MATTHEW J FLANNERY	PO 27571 March, 2018 Rent Payments	631.00	631.00
72116	6795 - JAMES S DUTT	PO 27523 March, 2018 Rent Payments	925.00	925.00
72117	6810 - GEORGE HATZAKOS	PO 27524 March, 2018 Rent Payments	597.00	597.00
72118	6822 - BRIAN A MANNING	PO 27525 March, 2018 Rent Payments	5,805.00	5,805.00
72119	6823 - GREGORY E BRENNAN	PO 27526 March, 2018 Rent Payments	1,017.00	1,017.00

**List of Bills - CLAIMS CHECKING ACCOUNT**  
 Meeting Date: 02/20/2018 For bills from 03/01/2018 to 03/31/2018

Check#	Vendor	Description	Payment	Check Total
72120	6829 - WILLIAM POSTMA	PO 27527 March, 2018 Rent Payments	728.00	728.00
72121	6830 - THOMAS BUCSKU	PO 27528 March, 2018 Rent Payments	2,936.00	2,936.00
72122	6833 - EDWARD C KROSS	PO 27529 March, 2018 Rent Payments	570.00	570.00
72123	6868 - CATHOLIC CHARITIES, DIOCESE OF METU	PO 27531 March, 2018 Rent Payments	595.00	595.00
72124	6876 - CHERYL DUBIN	PO 27555 March, 2018 Rent Payments	613.00	613.00
72125	6877 - BALKIDS LLC	PO 27532 March, 2018 Rent Payments	936.00	936.00
72126	6879 - ABEDIN ENTERPRISES I LLC	PO 27533 March, 2018 Rent Payments	3,181.00	3,181.00
72127	6880 - AHMED WEISI	PO 27534 March, 2018 Rent Payments	493.00	493.00
72128	6882 - ACTION INVESTMENTS LLC	PO 27535 March, 2018 Rent Payments	4,233.00	4,233.00
72129	6883 - CHARLES & CORA DELVECCHIO	PO 27536 March, 2018 Rent Payments	1,090.00	1,090.00
72130	6907 - BARBARA R DESCHAIINE	PO 27537 March, 2018 Rent Payments	625.00	625.00
72131	6908 - DENNIS S FAZEKAS	PO 27538 March, 2018 Rent Payments	835.00	835.00
72132	6919 - MARIE CHISMAR	PO 27539 March, 2018 Rent Payments	455.00	455.00
72133	6934 - DLP REALTY	PO 27541 March, 2018 Rent Payments	2,596.00	2,596.00
72134	6937 - VICTORIA LAHOUD	PO 27542 March, 2018 Rent Payments	830.00	830.00
72135	6949 - CELTIC CAPITAL VENTURES	PO 27544 March, 2018 Rent Payments	635.00	635.00
72136	6951 - 285 MERCER STREET LLC	PO 27522 March, 2018 Rent Payments	883.00	883.00
72137	6953 - JOSEPH TANNOUS	PO 27545 March, 2018 Rent Payments	1,150.00	1,150.00
72138	6954 - QIAO XIA ZHENG	PO 27546 March, 2018 Rent Payments	468.00	468.00
72139	6960 - CLD ASSOCIATES LLC	PO 27547 March, 2018 Rent Payments	3,647.00	3,647.00
72140	6961 - NG CAPITAL HOLDINGS LLC	PO 27548 March, 2018 Rent Payments	2,909.00	2,909.00
72141	6963 - TULLIO R WILHELM-BRITO	PO 27549 March, 2018 Rent Payments	1,433.00	1,433.00
72142	6971 - THREE THREE MAIN LLC	PO 27550 March, 2018 Rent Payments	932.00	932.00
72143	6973 - NERANZIS AIVAZIS	PO 27551 March, 2018 Rent Payments	472.00	472.00
72144	6975 - JAMES DIEE	PO 27552 March, 2018 Rent Payments	541.00	541.00
72145	6983 - SCOTT M RONCA	PO 27553 March, 2018 Rent Payments	607.00	607.00
72146	6985 - BRYAN COOPER	PO 27554 March, 2018 Rent Payments	1,553.00	1,553.00
72147	6993 - LORI FREEMAN	PO 27556 March, 2018 Rent Payments	411.00	411.00
72148	6997 - ROSALBA JURADO	PO 27558 March, 2018 Rent Payments	505.00	505.00
72149	6998 - BADWI JACOB	PO 27557 March, 2018 Rent Payments	1,572.00	1,572.00
72150	6999 - PETER DAY	PO 27559 March, 2018 Rent Payments	757.00	757.00
72151	7003 - TJUI REALTY LLC	PO 27560 March, 2018 Rent Payments	1,125.00	1,125.00
72152	7013 - MILDRED BUONVIAGGIO	PO 27562 March, 2018 Rent Payments	900.00	900.00
72153	7014 - HARRY L WYANT JR	PO 27563 March, 2018 Rent Payments	867.00	867.00
72154	7016 - KAREN KOERNER	PO 27565 March, 2018 Rent Payments	756.00	756.00
72155	7017 - HQ HOLDINGS	PO 27566 March, 2018 Rent Payments	478.00	478.00
72156	7018 - HANYU LI	PO 27567 March, 2018 Rent Payments	928.00	928.00
72157	7019 - THOMAS L MEZOFF	PO 27568 March, 2018 Rent Payments	857.00	857.00
72158	7022 - LOURDES MONTESINO	PO 27569 March, 2018 Rent Payments	621.00	621.00
72159	7024 - SOUTH MAIN APARTMENTS LLC	PO 27570 March, 2018 Rent Payments	574.00	574.00
72160	7029 - JAMES M BOYLAN	PO 27573 March, 2018 Rent Payments	628.00	628.00
72161	7031 - AMS MANAGEMENT	PO 27575 March, 2018 Rent Payments	2,250.00	2,250.00
72162	7035 - 819 MILL STREET LLC	PO 27576 March, 2018 Rent Payments	643.00	643.00
72163	7039 - JASWINDER KAUR	PO 27577 March, 2018 Rent Payments	1,100.00	1,100.00
72164	7043 - PHILLIPSBURG HOLDINGS LLC	PO 27580 March, 2018 Rent Payments	2,394.00	2,394.00
72165	7045 - BRIAN PATRICK AGNEW	PO 27658 March, 2018 Rent Payments	509.00	509.00
72166	7048 - ANTHONY ELIAS	PO 27888 March, 2018 Rent Payments	2,400.00	2,400.00
72167	7050 - WALNUT HILL PROPERTY RESTORATION LL	PO 27890 March, 2018 Rent Payments	1,075.00	1,075.00
72168	7051 - 22 HOLDINGS LLC	PO 27889 March, 2018 Rent Payments	1,100.00	1,100.00
TOTAL				141,238.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
16-260-05-100	Section 8 - Due to Claims Fund			0.00	141,238.00
16-289-56-081-000	Section 8 Spending Reserves			141,238.00	
TOTALS FOR	SECTION 8 PROGRAM	0.00	0.00	141,238.00	141,238.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
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Total to be paid from Fund 16 SECTION 8 PROGRAM

141,238.00  
=====

141,238.00

**O: 2018-03**

**AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN,  
STATE OF NEW JERSEY AMENDING CHAPTER 67, *VEHICLES AND TRAFFIC*,  
SECTION 28, *PARKING LOTS*, OF THE CODE OF THE TOWN OF PHILLIPSBURG  
IN ORDER TO DELETE SUBSECTION I ENTITLED *MUNICIPAL LOTS, PAYMENT  
REQUIRED***

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of  
Phillipsburg, County of Warren, State of New Jersey as follows:

**Section One.**

Chapter 67, *Vehicles and Traffic*, Section 28, *Parking Lots*, subsection I entitled *Municipal Lots, Payment Required* of the Code of the Town of Phillipsburg is hereby deleted in its entirety.

**Section Two.**

Severability. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

**Section Three.**

Repealer. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed as to their inconsistencies only.

**Section Four.**

Effective Date. This Ordinance shall take effect upon final passage and publication as provided by law.

**ATTEST:**

**TOWN OF PHILLIPSBURG**

\_\_\_\_\_  
VICTORIA L. KLEINER, RMC  
Municipal Clerk  
DATED:

\_\_\_\_\_  
STEPHEN R. ELLIS  
Mayor

First Reading 02-06-18  
Second Reading 02-20-2018

**CERTIFICATION**

I, Victoria L. Kleiner, Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of an Ordinance duly adopted by the Town Council at their February 06, 2018 meeting.

\_\_\_\_\_  
VICTORIA L. KLEINER,  
Municipal Clerk

## **OPEN PUBLIC HEARING**

Elizabeth Town Gas – Franchise in the Town of  
Phillipsburg - Attorney M. Richard Valenti

DISCUSSION IF ANY

## **CLOSE PUBLIC HEARING**

**EXHIBIT A**

**STATE OF NEW JERSEY  
COUNTY OF WARREN  
TOWN OF PHILLIPSBURG**

**O: 2018- 02**

**AN ORDINANCE OF THE TOWN OF PHILLIPSBURG GRANTING  
MUNICIPAL CONSENT TO PIVOTAL UTILITY HOLDINGS, INC. d/b/a  
ELIZABETHTOWN GAS TO CONSTRUCT, MAINTAIN AND OPERATE GAS  
LINES FOR THE DISTRIBUTION OF NATURAL AND MIXED GAS.**

**WHEREAS**, Pivotal Utility Holdings, Inc. doing business as Elizabethtown Gas, a Corporation of the State of New Jersey and a public utility subject to the jurisdiction of the New Jersey Board of Public Utilities, on January 22, 2018, filed a Petition with the Clerk of Phillipsburg seeking renewal of the Municipal Consent to construct, operate and maintain natural and mixed gas distribution lines for public and private consumption throughout the Town of Phillipsburg (the "Town").

**WHEREAS**, City Gas Company of Phillipsburg, a predecessor of Elizabethtown Gas was granted Municipal Consent to serve residents within the municipality and to construct, maintain, and operate a gas line for the distribution of natural and mixed gas in the Town, pursuant to an Ordinance adopted on August 14, 1946, and that Municipal Consent expired in August, 1996.

**WHEREAS**, representatives of the Petitioner appeared before the Mayor and Council to present their request for renewal of the Consent Ordinance within the Town; and

**WHEREAS**, the Petitioner has provided public notice of such Petition through publication in the official newspaper of the Town, and notices of such Petition have been posted pursuant to Statute.

**WHEREAS**, the Town has determined that it is reasonable and necessary for Elizabethtown Gas, its successors and assigns, to continue to provide for construction, maintenance, and operation of a gas line for the distribution of natural and mixed gas in the entire Town.

**WHEREAS**, the Town desires to extend the municipal consent to Pivotal Utility Holdings, Inc. d/b/a Elizabethtown Gas under the terms set forth in this Ordinance.

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Phillipsburg:

Section I. Grant of Municipal Consent.

The Mayor and Council of the Town of Phillipsburg hereby grant to Pivotal Utility Holdings, Inc. doing business as Elizabethtown Gas, a Corporation of the State of New

Jersey (hereinafter "Elizabethtown") with principal offices located at 520 Green Lane, Union, New Jersey 07083, its successors and assigns, a nonexclusive consent, right and privilege for the use, without impairment of, or obstruction to the public use, of the public roads, streets, avenues, ways, and other public places of the Town to construct, lay, maintain, and operate for a period of fifty (50) years, the necessary mains, conductors, pipes and concomitant appurtenances for the purpose of furnishing, conveying, storing, supplying and distributing natural and mixed gas for heat, power, light and other purposes for public and private use and consumption, along, in, or under the following described service area: all the public roads, streets, avenues, highways, and public places within the Town as they now exist or may be hereinafter be laid out by the municipal authorities of the Town or dedicated to the Town.

Section II. Conditions on Grant of Municipal Consent.

The Municipal Consent granted herein is expressly conditioned upon the following:

- (a) the written acceptance of Elizabethtown of the terms and conditions of this municipal Consent Ordinance within thirty (30) days of its final adoption.
- (b) the New Jersey Board of Public Utilities (hereinafter "N.J.B.P.U.") approval of the Consent herein granted and the issuance of such other grants or approvals as determined by the N.J.B.P.U.
- (c) Elizabethtown shall satisfy all Statutory requirements regarding the proper organization and operation of a Public Utilities engaged in the distribution of natural and mixed gas, and shall remain subject to the jurisdiction of and comply with all Rules and Regulations of the United States Department of Transportation, Office of Pipeline Safety and the N.J.B.P.U. as well as the Ordinance of the Town.
- (d) Elizabethtown shall construct and continuously maintain and operate their distribution lines within the service area in a safe and efficient manner, and maintain such gas distribution lines in a state of good operation and repair and including all streets, roads, and public rights-of-way within the Town wherein its lines are located.
- (e) the construction, operation and maintenance of the gas distribution system within the rights-of-way of the Town shall in no way place any obligation, financial or otherwise, or any liability of any kind, upon the Town and no obligation is to attach for the construction, operation and maintenance of the said gas distribution system to the Town.

Section III. Construction; Installation; Restoration.

- A. Construction. In each and every case in which road openings or excavation of any nature are required or made for the purposes aforesaid, Elizabethtown shall restore, all such public and private lands or facilities to as good a condition as existed at the commencement of the said work or such better condition, at its sole

cost and expense. All such openings and installation and maintenance shall be undertaken in strict compliance with the standards imposed by the N.J.B.P.U., any other regulatory agency, and all applicable Municipal Ordinances, with such work to be done in a careful, prudent and workmanlike manner, and within such time limitations as shall be best for the proper safeguard of the public.

- B. Relocation. If at any time during the period of this Municipal consent, the Town finds it necessary to alter or change the grade of any street, road or other public right-of-way or area, Elizabethtown shall, upon reasonable notice by the Town, remove and relocate its distribution line and pipes at the expense of Elizabethtown.
- C. Restoration. In the event that Elizabethtown shall refuse or neglect, after ten (10) days notice in writing by the representative of the Town, to restore any disturbed area at its cost and expense, and in compliance with all applicable Municipal Ordinances in effect at the time, to its pre-existing or better condition, any street, road, pavement, driveway or other improvements after having made an opening or excavation, the necessary work to accomplish such restoration may be done by the Town, and thereafter, Elizabethtown shall be liable for the actual and necessary costs thereof, and shall immediately pay such costs to the Town upon receiving notice thereof.
- D. Preconditions to Undertaking Construction. Elizabethtown shall give to the Town, through its duly designated representative, written notice of its intention to open or excavate any street or other public place in accordance with the Town Ordinance regulating the excavation and opening of streets, roads and highways, with the exception that such notice requirement shall be waived in the event of an emergent circumstance such that such emergency will affect public health or safety. As soon as practically possible after the occurrence of such emergent circumstance, Elizabethtown shall give prompt written notice to the Town of any emergency opening or excavation that Elizabethtown shall undertake.

Section IV. Indemnification, Performance Bond, Liability.

- A. Indemnification. Elizabethtown, its successors and assigns, by the acceptance of the grants, rights and privileges conferred by this ordinance, shall at all times and does hereby and will indemnify and hold harmless, the Town and all of its subsidiary agencies, officials and employees for any and all claims of whatsoever kind or nature arising from or relating to the construction, installation, maintenance,

laying, repairing, inspecting, or altering of mains conductors, pipes and appurtenances thereto, and any other facilities, and including, but not by way of limitation, any damages, penalties, costs, attorney's fees and charges for personal injury, property damage or otherwise, based upon Elizabethtown's negligence or the negligence of its agents, servants, employees or independent contractors.

- B. Performance Bond. Prior to the commencement or any construction or installation under this Municipal Consent, Elizabethtown shall execute and deliver to the Clerk of the Town and subject to prior review and approval by the Town Attorney, a Bond in the amount of \$10,000.00 guaranteeing the faithful performance of all of its obligations and undertakings under this Ordinance, which Bond shall be enlarged or renewed from time to time as the Committee may require.
- C. Liability Insurance. Elizabethtown agrees to maintain and keep in full force and effect, at its sole expense, and at all times during the terms and duration of this Municipal Consent, sufficient liability insurance naming the Town as an additional insured party, and insuring and indemnifying the Town against any loss by any such claim, suit, judgment, execution or as follows:
- (a) Elizabethtown shall carry Workman's Compensation Insurance with Statutory limits.
  - (b) Elizabethtown shall at all times, maintain a Comprehensive General Liability Insurance Policy with a single limit amount of \$1,000,000.00 covering liability for any death, personal injury, property damage or other liability arising out of its construction and operation of the gas distribution systems herein and in addition, an excess liability (or "umbrella") policy in the amount of \$5,000,000.00, said amount to be reviewed every five (5) years.
  - (c) Elizabethtown shall furnish to the Town a certified copy or Certificate of Insurance of each of the Policies as set forth herein.

Section V. Duration of Consent.

Term. The Municipal consent granted to Elizabethtown herein is for a period of fifty (50) years from the effective date of this Ordinance.

Section VI. Severability.

If the provision of any article, section, subsection, paragraph, subdivision or clause of this Ordinance shall be judged invalid by any Court or Competent jurisdiction,

First Reading 02-06-2018  
Amended 02-07-2018  
Second Reading 02-20-18

such Order or Judgment shall not effect or invalidate this remainder of any such article, section, subsection, paragraph or clause, and, to this end, the provisions of this Ordinance are hereby declared to be severable.

Section VII. Effective Date.

This Municipal Consent Ordinance shall become effective upon adoption and publication according to law, and only upon written acceptance of this Municipal Consent by Elizabethtown, which written consent shall be filed with the Clerk of the Municipality within thirty (30) days of the date after which Elizabethtown receives notice of the passage of this Ordinance.

\_\_\_\_\_  
, Mayor

ATTEST:

\_\_\_\_\_  
, Clerk

**O: 2018-04**

**CALENDAR YEAR 2018  
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS  
AND TO ESTABLISH A CAP BANK  
(N.J.S.A. 40A: 4-45.14)**

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

**WHEREAS**, the Town Council of the Town of Phillipsburg in the County of Warren finds it advisable and necessary to increase its CY 2018 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the Town Council hereby determines that 2.5% increase in the budget for said year, amounting to \$337,545.90 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS** the Town Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW THEREFORE BE IT ORDAINED**, by the Town Council of the Town of Phillipsburg, in the County of Warren, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2018 budget year, the final appropriations of the Town of Phillipsburg shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to **\$472,564.26**, and that the CY 2018 municipal budget for the Town of Phillipsburg be approved and adopted in accordance with this ordinance; and,

**BE IT FURTHER ORDAINED**, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

**ATTEST:**

**TOWN OF PHILLIPSBURG**

\_\_\_\_\_  
VICTORIA L. KLEINER, RMC  
Municipal Clerk

\_\_\_\_\_  
Stephen R. Ellis  
Mayor

DATE:

**CERTIFICATION**

I, Victoria L. Kleiner, Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of an ordinance duly adopted by the Town Council at their February 20, 2018 meeting.

\_\_\_\_\_  
VICTORIA L. KLEINER, RMC

**R: 2018-43**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A STRATEGIC PLAN  
FOR THE PHILLIPSBURG MUNICIPAL ALLIANCE GRANT FISCAL YEAR 2019**

Governor's Council on Alcoholism and Drug Abuse Fiscal Grant Cycle July 2014-June 2019  
**FORM 1B**

**WHEREAS**, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

**WHEREAS**, The Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

**WHEREAS**, the Town Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

**WHEREAS**, the Town Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Warren;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey hereby recognizes the following:

1. The Town Council does hereby authorize submission of a strategic plan for the Phillipsburg Municipal Alliance grant for fiscal year 2019 in the amount of:

DEDR	\$ 12,440.00
Cash Match	\$ 3,732.00
In-Kind	\$ 9,330.00

2. The Town Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: \_\_\_\_\_  
*(Name), Mayor*

**CERTIFICATION**

I, Victoria L. Kleiner, Municipal Clerk of the Town of Phillipsburg, County of Warren, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Town Council on this 21st day of February, 2018.

\_\_\_\_\_  
*Victoria L. Kleiner, Municipal Clerk*

R: 2018-44

A RESOLUTION TO PROVIDE FOR AN APPLICATION FOR A  
LIMOUSINE OPERATOR'S LICENSE FOR HALIM A BOURI

BE IT RESOLVED by the Town Council of the Town of Phillipsburg  
that:

WHEREAS, an application has been received from Halim A. Bouri,  
480 Marshall Street., Apt. 438 Street, Phillipsburg, NJ for a limousine  
Operator's License @ \$55.00 and one (1) vehicles @ \$30.00 each, and

WHEREAS, the proper fee of \$85.00 has been received with the  
application and the required Certificate of Insurance is in effect and in order,  
and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of  
the Town of Phillipsburg that the application be accepted and license  
granted.

CERTIFICATION

I, Victoria L. Kleiner, Registered Municipal Clerk for the Town of  
Phillipsburg, do hereby certify that the foregoing is a true copy of a  
resolution duly adopted by the Town Council at their February 20, 2018  
meeting.

---

VICTORIA L. KLEINER  
MUNICIPAL CLERK

R: 2018 -45

A RESOLUTION PROVIDING FOR A REFUND OF  
PUBLIC WORKS FEES

WHEREAS, Sandor Excavating posted a cash road performance bond in the amount of \$3,500.00 to serve as surety for the successful completion of certain construction; and

WHEREAS, said construction has been completed and the amount should be returned.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg that a refund shall be issued to Sandor Excavating, related to road opening permit # 1894.

CERTIFICATION

I, Victoria L, Kleiner, Registered Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Town Council at their February 20, 2018 meeting.

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Victoria L. Kleiner, Municipal Clerk

**R: 2018-46**

**A RESOLUTION OF THE TOWN OF PHILLIPSBURG,  
COUNTY OF WARREN, STATE OF NEW JERSEY,  
AUTHORIZING REFUND OF TAX OVER PAYMENT**

**WHEREAS**, the Tax Office of the Town of Phillipsburg has certified that the following is a refund overpayment and,

**WHEREAS**, said payment was due to a tax overpayment for the tax year 2018

**WHEREAS**, the said name Corelogic Tax Service is the current owner of the property.

<b>ACCT</b>	<b>YEAR</b>	<b>BLOCK</b>	<b>LOT</b>	<b>NAME</b>	<b>AMOUNT</b>
9885	2018	808	41	Corelogic Tax Service. Doyle, John & Erma	\$1,416.78
34049	2018	1601	07	Corelogic Tax Service/ US Bank Trust NA Caliber	\$12,045.93

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the Town of Phillipsburg, County of Warren, that the following list received tax payments

**CERTIFICATION**

I, Victoria L. Kleiner, Municipal Clerk of the Town of Phillipsburg, County of Warren and State of New Jersey do hereby certify the foregoing to be true and correct copy of a Resolution adopted by Council at a meeting held on February 20, 2018.

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Victoria L. Kleiner, RMC

**R-2018-47**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR  
PROFESSIONAL SERVICES WITH RT ENVIRONMENTAL  
SERVICES, INC FOR RADON TESTING IN AN OFFICE  
AT THE FORMER FREEMAN ELEMENTARY SCHOOL**

**WHEREAS**, the Town of Phillipsburg has a need to acquire professional services relative to the conducting of Radon testing (“Project”) for the purposes of collecting and analyzing radon samples from an office at the former Freeman Elementary School; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), a contract for such services may be awarded without competitive bidding by reason that such services constitute "professional services" which are services rendered or performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship; and

**WHEREAS**, RT Environmental Services, Inc., submitted a proposal dated January 12, 2018, to provide services relative to the Project; and

**WHEREAS**, the value of these services shall not exceed the sum of \$1,391; and

**WHEREAS**, the Town Council finds it to be in the best interest of the Town of Phillipsburg to authorize said work, which work is not subject to public bidding.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that the Mayor and Municipal Clerk are authorized to enter into a Contract with RT Environmental Services, Inc., as described therein, subject to the certification of funds.

**BE IT FURTHER RESOLVED** that the Clerk is hereby authorized and directed to cause a notice to be published in the manner provided by law setting forth the nature, duration, service and amount of the Contract and that the resolution and Contract are on file in the Office of the Clerk and are available for public inspection.

## CERTIFICATION

I, Victoria L. Kleiner, Municipal Clerk of the Town of Phillipsburg, County of Warren and State of New Jersey do hereby certify the foregoing to be true and correct copy of a Resolution adopted by Council at a meeting held on February 20, 2018.

---

Victoria L. Kleiner, Municipal Clerk

R-2018-47

Copy to UK 1/23/18  
Email 2nd copy 2/6/18  
Hand deliver January 12, 2018 2/6/18

**RT Environmental Services, Inc.**

Mr. Stephen Ellis  
Mayor  
Town of Phillipsburg NJ  
675 Corliss Avenue  
Phillipsburg, NJ 08865  
Phone: 908-454-5500  
Email: [sellis@phillipsburgnj.org](mailto:sellis@phillipsburgnj.org)

RECEIVED  
JAN 12 2018  
BIO  
*Corcoran*

**RE: PROPOSAL FOR RADON SURVEY  
FORMER FREEMAN ELEMENTARY SCHOOL  
120 FILMORE STREET  
PHILLIPSBURG, NJ 08865  
RT PROPOSAL # 20183011**

Dear Mayor Ellis:

RT Environmental Services, Inc. (RT) is pleased to submit this proposal to complete an Radon testing for the above referenced location. This proposal is based on our discussions and Phase I ESA site visit.

RADON SURVEY SCOPE

RT proposes to mobilize a Certified New Jersey Radon Measurement Specialist twice to the site to conduct Radon testing to obtain an understanding if a mitigation system is necessary. RT will deploy and pick up 8 canisters in the building within a 48 hour period.

Upon completion of the testing, RT will prepare a comprehensive final report detailing the results of the screening and shall provide appropriate recommendations further actions, if needed.

ESTIMATED COST

RT estimates that the above scope of work can be completed for an estimated fee of **\$1,391**. The detailed cost estimate is as follows:

NJ Radon Tester in conjunction with LBP Risk Assessor	350
Radon Canisters – (Up to 8 canisters @ \$78 ea)	624
Radon Inspection Letter Report	325
Misc. Expenses	92
<b>Total Estimated Fee</b>	<b>\$ 1,391</b>

Work will be performed under RT General Terms and Conditions, which a copy of which is attached.

RT can begin work on this project upon your authorization to proceed. Please sign the proposal and email it back to RT to act as your authorization.



Mayor Ellis  
RT Proposal #: 20183011  
January 12, 2018  
Page 2

We appreciate the opportunity to be considered for this assignment. Should you have any questions regarding this proposal please feel free to contact me at 484.680.1389.

Respectfully submitted,

**RT ENVIRONMENTAL SERVICES, INC.**



Tony Alessandrini  
Senior Project Manager

Cc: Stan Schrek – Van Cleef

P.S. Please sign below and return a copy of this proposal to act as your authorization.

\_\_\_\_\_  
Authorized By

\_\_\_\_\_  
Date

## RT Environmental Services, Inc. General Terms and Conditions

1. This proposal is valid for thirty (30) days after which it may be adjusted to reflect changes in cost, scope, schedule and current workload.

2. Invoices will be submitted every four (4) weeks and are due and payable upon receipt. Unpaid balances are subject to monthly interest charges and one and one-half percent (1.5%) per month on the outstanding balance over thirty (30) days. The client will be responsible for any and all legal and collection costs associated with the collection of outstanding balances. RT reserves the right to seek additional costs if litigation is necessary to collect fees due and owing. Collection costs will be assessed at 25% of the total outstanding balance. Services may be suspended without liability with seven (7) days written notice for nonpayment and not be resumed until the client's account is paid in full, including interest and collection charges. In no instance shall RT accept any payment conditions contingent upon any transaction between Client and other parties.

3. Proposed fees in the proposal constitute RT's estimate of the labor and expenses anticipated to be incurred for the work as defined by the client. Certain projects, including hydrogeological work, remedial design and concept work are not fully definable at the onset of the project. Should facts develop which indicate a change in scope, RT will notify the client and negotiate an equitable decrease or increase in project level of effort and cost. Should the client approve RT to continue with the services being rendered, when the scope is being expanded or redefined, RT will invoice for such services at standard hourly rates. A copy of our standard hourly rates is available upon request. Client delays, changed schedule commitments, failure to provide access or information, delays caused by unpredictable occurrence or natural causes, labor, service or material shortages or stoppages, riots, or acts or regulations of government agencies shall be valid reasons for a change in scope beyond that outlined.

4. Where drilling/exploration activities are conducted, the cost of disposing of contaminated drill cuttings or fluids is not included. Once such materials are generated, if such materials are deemed to be potentially contaminated, we will make appropriate recommendations for sampling, analysis and managing such materials and obtain client approval for any costs associated with managing the materials before proceeding. Unless concurred with in advance by an officer of the firm, client is fully responsible for on time payment regardless of regulatory actions, inactions, or permit activity or inactivity.

5. Termination by the client shall be effective five (5) days after receipt of written notice by an Officer of RT, and after an opportunity for discussion has been afforded. A final invoice will be submitted within thirty (30) days, unless all charges from subcontractors or suppliers have not been received and posted. Either party may terminate this agreement if the other party fails to fulfill the agreement through no fault of the terminating party. The final invoice will be based on the percentage of work complete or on labor and materials expended, depending on the proposal basis. Where commitments have been made which become firm before termination, an equitable adjustment shall be made with parties involved, including reasonable allowance for RT's profit.

6. With respect to subsurface investigation work, undertaken to determine the location of pipelines, tanks, or other objects, there is no guarantee that targets will be located due to the inherent limitations of such work. Limitations including placement of various media, around and proximal to targets, nearby fences, embedments or partial crushing which may preclude or interfere with finding such targets. Ground penetrating radar is typically only accurate to a three foot depth, fencing can cause interference and obstacles or concrete can limit the depth of GPR accuracy. Accordingly, RT does not guarantee that underground targets will be successfully located and/or identified, and client holds RT harmless, should such targets not be identified.

7. RT will perform work as the professional consultant to the client and will provide advice, consultation and services similar to other professional consultants acting under similar circumstances with the same information. No warranties are expressed or implied, unless issued in writing by an Officer of RT. Notwithstanding anything else in this agreement, the liability of RT and its Officers and assigns to client for any loss or damage in connection with advice, consultation and services provided to client, including professional negligence, errors or omissions, shall not exceed that covered by insurance. Client releases and holds harmless RT and its Officers for liability above that amount. In no event shall RT be liable for any preexisting environmental conditions at any site at which RT is performing work under this proposal and Client releases and holds harmless RT and

its Officers for any such liability. Client shall provide adequate insurance for its employees and shall indemnify RT from any and all claims and losses resulting from bodily injury or loss of life to workers employed or separately contracted for by the Client who are engaged in any work in common areas with RT's project work. Work is for the benefit of the client only and there are no third party beneficiaries unless agreed to in writing by RT.

8. Where RT is engaged to inspect or oversee work to determine its conformance with plans and/or specifications, client warrants and agrees that RT is not acting in the capacity of construction manager. Client warrants and holds harmless RT from any claims or liability wherein it is alleged that RT is acting as construction manager on the project. Where excavation area utility notices are placed, RT will follow the prevailing state program regarding utility markout. Client must inform RT of any known utilities prior to the start of the work. Client will be responsible for any additional protection for or repairs needed to unmarked utilities encountered or damaged during the work.

9. RT shall indemnify client for any loss or damage caused by RT's negligence, or RT's errors, by act or omission in performance of services under this proposal as limited by Paragraph 5 hereof. If Client is not the owner of the property on which the work under this contract, including any amendments, is to be performed, Client warrants to RT that Client has obtained permission from the property owner(s) for RT and its subcontractors to have access to the property to perform the scope of work in this proposal, or as subsequently amended in writing. Client defends and saves harmless RT and agrees to defend RT from any claims that access permission was not granted for the work. With respect to any work on an adjacent parcel or parcels, RT will cooperate with Client, at additional cost, to obtain required access approval for the conduct of such work, or, shall document refusal should such occur. However, it shall be Client's obligation to provide necessary access to such properties and adjacent parcels. In no event shall RT or its subcontractors be held responsible for damages of any kind resulting from a failure to obtain access to the subject property, or adjacent parcels, where access approval is beyond RT's control. Client shall indemnify, defend and hold harmless RT and its subcontractors from any and all claims, actions or liabilities arising out of claims that access by RT or its subcontractors was unauthorized. For New Jersey Licensed Site Remediation Professional services, the client is responsible for any and all payments or fees. Unless specifically agreed to in writing by RT Environmental Services, Inc., RT is held harmless and has no liability for penalties or fees associated with missed regulatory or mandatory deadlines; some deadlines are subject to extension and/or change. At certain sites it is known that, regulatory and statutory deadlines cannot be met, due to the extent of impacts at the site. RT will make reasonable efforts to notify its clients of deadlines, when conditions related to not meeting a deadline are evident.

10. Unless requested otherwise, client grants RT the authority to use client's name and a description of the project as a reference to other clients. Permit application and regulatory fees and charges are not included in the proposal unless expressly indicated.

11. Where client requests RT to assist with managing waste, client agrees that RT is not the owner of the waste(s) and indemnifies and holds RT harmless for any costs incurred in defending and paying for any action where it is alleged that RT is the owner of waste(s) or has arranged for the disposal of waste. RT will recommend and provide due diligence on the proposed disposal sites, if requested by client.

12. Express terms of the proposal take precedence over these Terms and Conditions. Client Purchase Order Terms and Conditions are inapplicable where they conflict with the Proposal or these Terms and Conditions, unless such Terms and Conditions are stated on the face of the Purchase Order and an RT Officer authorizes and accepts modification to these Terms and Conditions, in writing. Neither performance of the work nor written acknowledgment of Purchase Order receipt are considered acceptance of Terms and Conditions contrary to those herein.

13. Where the method of payment is on a time and materials basis, charges applicable in our rate sheet will apply; this is available on request. Invoices will show labor and expense categories and charges, not actual documentation. Actual documentation, if requested by client, shall be furnished at an additional administrative labor charge as required to compile the documentation.

14. Incidental telephone communication charges will be billed at 2 1/4% of labor, which will cover all normal local and long distance calls. Outside network conference calls will be billed at RT's cost, plus the customary 5% markup on such expense.

R: 2018-48

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR  
PROFESSIONAL SERVICES WITH RT ENVIRONMENTAL  
SERVICES, INC FOR A FOURTH ROUND INDOOR AIR  
QUALITY MOLD SURVEY FOR THE FIRST FLOOR OF  
PHILLIPSBURG TOWN HALL**

**WHEREAS**, the Town of Phillipsburg has a need to acquire professional services relative to the conducting of a fourth round of an indoor air quality mold survey("Project") for the purposes of monitoring whether indoor air on the first floor of Phillipsburg Town Hall is impacted from mold; and

**WHEREAS**, the Town of Phillipsburg previously had remediation work performed in the building relating to mold; and

**WHEREAS**, mold is still present in the building and a fourth round of testing is requested to determine whether the quality of indoor air is impacted from mold due to the HVAC air conditioning system; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), a contract for such services may be awarded without competitive bidding by reason that such services constitute "professional services" which are services rendered or performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship; and

**WHEREAS**, RT Environmental Services, Inc., submitted a proposal dated February 07, 2018, to provide engineering services relative to the Project; and

**WHEREAS**, the value of these services shall not exceed the sum of \$3,488; and

**WHEREAS**, the Town Council finds it to be in the best interest of the Town of Phillipsburg to authorize said work, which work is not subject to public bidding.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that the Mayor and Municipal Clerk are authorized to enter into a Contract with RT Environmental Services, Inc., as described therein, subject to the certification of funds.

**BE IT FURTHER RESOLVED** that the Clerk is hereby authorized and directed to cause a notice to be published in the manner provided by law setting forth the nature, duration, service and amount of the Contract and that the resolution and Contract are on file in the Office of the Clerk and are available for public inspection.

**CERTIFICATION**

I, Victoria L. Kleiner, Municipal Clerk of the Town of Phillipsburg, County of Warren and State of New Jersey do hereby certify the foregoing to be true and correct copy of a Resolution adopted by Council at a meeting held on February 20, 2018.

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Victoria L. Kleiner, Municipal Clerk

February 7, 2018

Mr. Stephen Ellis  
Mayor  
Town of Phillipsburg  
675 Corliss Avenue  
Phillipsburg, NJ 08865  
Phone: 908-454-5500  
Email: [sellis@phillipsburgnj.org](mailto:sellis@phillipsburgnj.org)

**RE: IAQ FOR MOLD IN AIR STUDY, 4<sup>th</sup> ROUND  
PHILLIPSBURG TOWN HALL  
POLICE DEPARTMENT & TAX/CLERK AREA  
675 CORLISS AVENUE  
PHILLIPSBURG, NJ 08865  
RT PROPOSAL #20183031**

Dear Mayor Ellis:

RT Environmental Services, Inc. (RT) is pleased to submit this proposal to complete an indoor air quality (IAQ) monitoring study for mold at the above referenced facility. Previous remediation work related to mold has been completed and measures were implemented to address the air quality within the building.

RT understands you are requesting a 4<sup>th</sup> round to test the police department and Tax/Clerk area on the 1<sup>st</sup> floor only for indoor air quality to determine if the quality of the indoor air is being impacted from mold due to the HVAC air conditioning system, specifically related to past condensation on HVAC piping within the structure. Based on the recent remediation verification results, air samples collected within the first floor, laboratory results revealed mold spore concentration levels lower than the baseline/outdoor levels. However, mold growth is still present in the building; this sampling round is to monitor the air quality from the existing mold inside the building that may potentially impact the occupied spaces on the 1<sup>st</sup> floor.

RT proposes to investigate the areas of concern for the following parameters:

- Carbon Monoxide;
- Carbon Dioxide;
- Temperature;
- Relative Humidity;
- Moisture Measurements of building materials; and,
- Viable Mold Samples.

RT will visit the facility to visually inspect for mold growth within the police department & tax/clerk area occupied spaces only. RT will collect up to 11 culturable mold air samples (10 inside and 1 outside) with group speciation samples to determine the presence of any Risk Management Molds. Upon completion of the survey, RT will prepare a letter report detailing the results of the IAQ sampling and any recommended remedial efforts, if needed.



Mayor Ellis  
RT Proposal #20183031  
February 7, 2018  
Page 2

RT can complete the scope of work detailed above for a not to exceed fee of **\$3,488**. A detailed cost estimate is as follows:

On site assessment (1 day)	\$ 1,050
Sampling Equipment	120
Air Samples (Culturable Fungi and Speciation - up to 11 samples)	1,045
Issuance of a Report with Recommendations for concern	1,125
Miscellaneous and Travel Expenses	<u>148</u>
<b>TOTAL NOT TO EXCEED COST</b>	<b>\$3,488</b>

Work will be performed under RT General Terms and Conditions, a copy of which is attached. Understanding that the mold samples take approximately 10 days to culture, RT anticipates being able to produce a report within 15 business days after the completion of the site inspection and microbial sampling.

Should you have any questions regarding our proposal, please do not hesitate to call me at 484.680.1389.

Respectfully Submitted,

**RT ENVIRONMENTAL SERVICES, INC.**



Tony Alessandrini  
Senior Project Manager

Cc: Stan Schrek – Van Cleef

P.S. Please sign below and return a copy of this proposal to act as your authorization.

\_\_\_\_\_  
Authorized By

\_\_\_\_\_  
Date

### **MOLD LIMITATIONS**

- There are no uniform standards for determining the presence or absence of microbials in air or on/in building materials. Mold can re-grow at anytime due to the action or inaction of third parties, or due to the building design. No warranty is expressed or implied for mold investigation testing or remediation services.
- Preliminary mold testing, where conducted, may not be indicative of long term conditions in an occupied space. If complaints from occupants persist, more in-depth investigative testing is recommended.
- All mold sample results including post remediation verification testing represent conditions only at the time of sampling and location of sampling only. Conditions in buildings are subject to change based on moisture conditions, building maintenance conditions outside climate, extent of open doors and windows and other factors.
- Where client limits RT's scope, or where RT's scope is limited by physical conditions including such as inability or limited ability to inspect or test, RT accepts no liability for hidden, untested or un-investigated conditions.
- RT recommends client provide disclosure to nearby building occupants and any current/subsequent workers in current or former mold impacted areas, as appropriate.
- RT recommends that all building owners and managers implement Best Management Practices to minimize the presence and growth of mold in or near occupied spaces and in HVAC systems.

# RT Environmental Services, Inc.

## General Terms and Conditions

1. This proposal is valid for thirty (30) days after which it may be adjusted to reflect changes in cost, scope, schedule and current workload.
2. Invoices will be submitted every four (4) weeks and are due and payable upon receipt. Unpaid balances are subject to monthly interest charges and one and one-half percent (1.5%) per month on the outstanding balance over thirty (30) days. The client will be responsible for any and all legal and collection costs associated with the collection of outstanding balances. RT reserves the right to seek additional costs if litigation is necessary to collect fees due and owing. Collection costs will be assessed at 25% of the total outstanding balance. Services may be suspended without liability with seven (7) days written notice for nonpayment and not be resumed until the client's account is paid in full, including interest and collection charges. In no instance shall RT accept any payment conditions contingent upon any transaction between Client and other parties.
3. Proposed fees in the proposal constitute RT's estimate of the labor and expenses anticipated to be incurred for the work as defined by the client. Certain projects, including hydrogeological work, remedial design and concept work are not fully definable at the onset of the project. Should facts develop which indicate a change in scope, RT will notify the client and negotiate an equitable decrease or increase in project level of effort and cost. Should the client approve RT to continue with the services being rendered, when the scope is being expanded or redefined, RT will invoice for such services at standard hourly rates. A copy of our standard hourly rates is available upon request. Client delays, changed schedule commitments, failure to provide access or information, delays caused by unpredictable occurrence or natural causes, labor, service or material shortages or stoppages, riots, or acts or regulations of government agencies shall be valid reasons for a change in scope beyond that outlined.
4. Where drilling/exploration activities are conducted, the cost of disposing of contaminated drill cuttings or fluids is not included. Once such materials are generated, if such materials are deemed to be potentially contaminated, we will make appropriate recommendations for sampling, analysis and managing such materials and obtain client approval for any costs associated with managing the materials before proceeding. Unless concurred with in advance by an officer of the firm, client is fully responsible for on time payment regardless of regulatory actions, inactions, or permit activity or inactivity.
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7. RT will perform work as the professional consultant to the client and will provide advice, consultation and services similar to other professional consultants acting under similar circumstances with the same information. No warranties are expressed or implied, unless issued in writing by an Officer of RT. Notwithstanding anything else in this agreement, the liability of RT and its Officers and assigns to client for any loss or damage in connection with advice, consultation and services provided to client, including professional negligence, errors or omissions, shall not exceed that covered by insurance. Client releases and hold harmless RT and its Officers for liability above that amount. In no event shall RT be liable for any preexisting environmental conditions at any site at which RT is performing work under this proposal and Client releases and holds harmless RT and its Officers for any such liability. Client shall provide adequate insurance for its employees and shall indemnify RT from any and all claims and losses resulting from bodily injury or loss of life to workers employed or separately contracted for by the Client who are engaged in any work in common areas with RT's project work. Work is for the benefit of the client only and there are no third party beneficiaries unless agreed to in writing by RT.
8. Where RT is engaged to inspect or oversee work to determine its conformance with plans and/or specifications, client warrants and agrees that RT is not acting in the capacity of construction manager. Client warrants and holds harmless RT from any claims or liability wherein it is alleged that RT is acting as construction manager on the project. Where excavation area utility notices are placed, RT will follow the prevailing state program regarding utility markout. Client must inform RT of any known utilities prior to the start of the work. Client will be responsible for any additional protection for or repairs needed to unmarked utilities encountered or damaged during the work.
9. RT shall indemnify client for any loss or damage caused by RT's negligence, or RT's errors, by act or omission in performance of services under this proposal as limited by Paragraph 5 hereof. If Client is not the owner of the property on which the work under this contract, including any amendments, is to be performed, Client warrants to RT that Client has obtained permission from the property owner(s) for RT and its subcontractors to have access to the property to perform the scope of work in this proposal, or as subsequently amended in writing. Client defends and saves harmless RT and agrees to defend RT from any claims that access permission was not granted for the work. With respect to any work on an adjacent parcel or parcels, RT will cooperate with Client, at additional cost, to obtain required access approval for the conduct of such work, or, shall document refusal should such occur. However, it shall be Client's obligation to provide necessary access to such properties and adjacent parcels. In no event shall RT or its subcontractors be held responsible for damages of any kind resulting from a failure to obtain access to the subject property, or adjacent parcels, where access approval is beyond RT's control. Client shall indemnify, defend and hold harmless RT and its subcontractors from any and all claims, actions or liabilities arising out of claims that access by RT or its subcontractors was unauthorized. For New Jersey Licensed Site Remediation Professional services, the client is responsible for any and all payments or fees. Unless specifically agreed to in writing by RT Environmental Services, Inc., RT is held harmless and has no liability for penalties or fees associated with missed regulatory or mandatory deadlines; some deadlines are subject to extension and/or change. At certain sites it is known that, regulatory and statutory deadlines cannot be met, due to the extent of impacts at the site. RT will make reasonable efforts to notify its clients of deadlines, when conditions related to not meeting a deadline are evident.
10. Unless requested otherwise, client grants RT the authority to use client's name and a description of the project as a reference to other clients. Permit application and regulatory fees and charges are not included in the proposal unless expressly indicated.
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12. Express terms of the proposal take precedence over these Terms and Conditions. Client Purchase Order Terms and Conditions are inapplicable where they conflict with the Proposal or these Terms and Conditions, unless such Terms and Conditions are stated on the face of the Purchase Order and an RT Officer authorizes and accepts modification to these Terms and Conditions, in writing. Neither performance of the work nor written acknowledgment of Purchase Order receipt are considered acceptance of Terms and Conditions contrary to those herein.
13. Where the method of payment is on a time and materials basis, charges applicable in our rate sheet will apply; this is available on request. Invoices will show labor and expense categories and charges, not actual documentation. Actual documentation, if requested by client, shall be furnished at an additional administrative labor charge as required to compile the documentation.
14. Incidental telephone communication charges will be billed at 2½% of labor, which will cover all normal local and long distance calls. Outside network conference calls will be billed at RT's cost, plus the customary 5% markup on such expense.

R: 2018-49

**A RESOLUTION OF THE TOWN OF PHILLIPSBURG COUNTY OF WARREN  
STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF A DISCHARGE  
OF MORTGAGE FOR BLOCK 1408 LOT 19 AS IDENTIFIED ON THE TAX MAPS  
OF THE TOWN OF PHILLIPSBURG**

**WHEREAS**, the Town of Phillipsburg, through its Division of Community Development Home Rehabilitation Program, gave a loan in the amount of \$11,560.00 to be used to rehabilitate the property situated on Block 1408, Lot 19, in the Town of Phillipsburg, more commonly known as 233 Chambers Street; and

**WHEREAS**, said loan was secured by a mortgage dated January 24, 2012 and recorded August 04, 2012 in Book 5646, Page 306 and \$1,425, dated June 27, 2011 and recorded on August 18, 2011 in Book 5536 page 314 and given to the Town of Phillipsburg for the property located at Block 1408, Lot 19, in the Town of Phillipsburg; and

**WHEREAS**, in accordance with the Mortgage Note dated January 24, 2012 and January 27, 2011, the Mortgage Notes shall be due and payable in entirety upon sale or transfer of title of this property; and

**NOW THEREFORE BE IT RESOLVED** by the Town of Phillipsburg, County of Warren, State of New Jersey that the Mortgage in favor of the Town dated January 24, 2012 and January 27, 2011 and recorded on August 04, 2012 in Book 5546, Page 306 and August 18, 2011 in book 5536 page 314 is hereby authorized and directed to be discharged.

**BE IT FURTHER RESOLVED** that the Mayor and Clerk of the Town of Phillipsburg are hereby authorized and directed to execute any Agreements necessary to accomplish to foregoing.

**CERTIFICATION**

I, Victoria L. Kleiner, Registered Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Town Council at their February 20, 2018 meeting.

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Victoria L. Kleiner, RMC,