

TOWN OF PHILLIPSBURG
TOWN COUNCIL MEETING
TUESDAY, AUGUST 04, 2020 AMENDED AGENDA
via ZOOM
7:00 P.M.

1. CALL TO ORDER

2. OPEN PUBLIC MEETING ACT STATEMENT:

THIS MEETING IS CALLED PURSUANT TO THE PROVISIONS OF THE OPEN PUBLIC MEETINGS LAW. THIS MEETING OF August 04, 2020 WAS INCLUDED IN A NOTICE SENT TO NEWSPAPERS OF RECORD AND POSTED ON THE BULLETIN BOARD IN THE MUNICIPAL BUILDING AND HAS REMAINED CONTINUOUSLY POSTED AS THE REQUIRED NOTICES UNDER THE STATUTE. IN ADDITION, A COPY OF THIS NOTICE HAS BEEN AVAILABLE TO THE PUBLIC AND IS ON FILE IN THE OFFICE OF THE MUNICIPAL CLERK

3. INVOCATION AND FLAG SALUTE

Council Vice President McVey

4. ROLL CALL

Council President Piazza, Council Vice President McVey, Councilwoman DeGerolamo, Councilman Fulper, Councilman Wyant

5. APPROVAL OF MINUTES

Town Council Meeting 07-21-2020
Town Council Special Meeting 07-27-2020

**6. PAYMENT OF BILLS Bills List A - \$1,555,693.37
 Bills List B - \$ 545,409.74**

7. DISCUSSION – Chief Stettner gives his report

Mary Jo Harris – NPP Update

9. PUBLIC COMMENT ON AGENDA ITEMS

10. **ORDINANCES – SECOND READING**

NONE

11. **ORDINANCES — FIRST READING -**

O: 2020-19 (First Reading 08-04-2020)

AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY DIRECTING THAT THE QUESTION OF WHETHER THE PHILLIPSBURG FREE PUBLIC LIBRARY SHOULD BE DISSOLVED BE PLACED ON THE BALLOT OF THE GENERAL ELECTION

O: 2020-20 (First Reading 08-04-2020)

AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AMENDING SECTION 67-23, SCHEDULE VII, STOP INTERSECTIONS, OF THE CODE OF THE TOWN OF PHILLIPSBURG TO ADD STOP INTERSECTIONS AT FILMORE STREET AND SUMMIT AVENUE WITHIN THE TOWN OF PHILLIPSBURG

12. **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:2020-143

RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES WITH NASSAU CAPITAL ADVISORS, LLC FOR REAL ESTATE FINANCIAL ADVISORY SERVICES

R: 2020 - 144

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, REJECTING ALL BIDS FOR THE SPORT COURT

R: 2020-145

RESOLUTION AUTHORIZING EXECUTION OF A COLLECTIVE NEGOTIATIONS AGREEMENT BY AND BETWEEN THE TOWN OF PHILLIPSBURG AND PHILLIPSBURG PBA LOCAL NO. 56 (SOA)

R-2020-146

RESOLUTION OF THE TOWN OF PHILLIPSBURG, AUTHORIZING THE PURCHASE THROUGH STATE CO-OP OF MULCH FOR THE FIRTH AND GREEN PLAYGROUNDS IN THE AMOUNT OF \$7,897.50 FROM BEN SHAFFER RECREATION, INC

R: 2020 – 147

A RESOLUTION OF Town of Phillipsburg AUTHORIZING THE PURCHASE OF ELECTRICITY SUPPLY SERVICES FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE

R: 2020-148

A RESOLUTION OF Town of Phillipsburg (Lighting Accounts) AUTHORIZING THE PURCHASE OF ELECTRICITY SUPPLY SERVICES FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE

R: 2020 – 149

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, REQUESTING PERMISSION FOR THE DEDICATION BY RIDER TO THE BUDGET OF THE TOWN OF PHILLIPSBURG FOR ANTICIPATED REVENUE DERIVED FROM THE COLLECTION OF RECREATION FEES AND THE DONATION OF FUNDS FOR RECREATION PURPOSES

R: 2020 - 150

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF WARREN FOR COMMUNICATION EQUIPMENT

R: 2020-151

A RESOLUTION AWARDDING PURCHASES UNDER NEW JERSEY STATE CONTRACT

R: 2020-152

RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES WITH PHOENIX ADVISORS, LLC FOR FINANCIAL ADVISORY SERVICES

R: 2020-153

A RESOLUTION AWARDDING PURCHASES UNDER NEW JERSEY STATE CONTRACT

R: 2020 – 154

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING THE EXPENDITURE OF NOT TO EXCEED \$6,930.00 FOR REPLACEMENT OF SLUDGE TRANSFER PUMP NO. 2

R: 2020-155

RESOLUTION OF THE TOWN OF PHILLIPSBURG AUTHORIZING THE TRANSFER OF CERTAIN AGREEMENTS WITH I-78 LOGISTICS PARK II PHILLIPSBURG URBAN RENEWAL, LLC TO PR I-78 LOGISTICS 1000 RAND (BUILDING 3) URBAN RENEWAL, LLC, PR I-78 LOGISTICS 2000 RAND (BUILDING 5) URBAN RENEWAL, LLC, AND PR I-78 LOGISTICS 4000 ADDISON (BUILDING 6) URBAN RENEWAL, LLC

13. **NEW BUSINESS**

14. **OLD BUSINESS – any tabled items from previous meeting**

15. **MAYOR AND ADMINISTRATIVE REPORTS**

Mayor Tersigni - has a report

16. **PUBLIC PETITIONS**

17. **COUNCIL OPEN TIME**

18. **MOTIONS**

19. **EXECUTIVE SESSION**

R: 2020-

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

20. **ADJOURNMENT**

**Bill List Summary
REGULAR BILL LIST AS OF AUGUST 4, 2020**

		<u>Check No</u>
1 Current Fund	1,392,075.01	_____
2 State & Federal Grants	2,409.00	_____
4 Capital Fund	2,700.00	_____
7 Sewage Utility Fund	93,585.16	_____
8 Sewage Capital Fund	21,246.40	_____
12 Planning Board Trust Fund	0.00	_____
12 Bridge Development	0.00	_____
13 Dog Trust Fund	0.00	_____
15 Public Defender Trust Fund	0.00	_____
16 Section 8	445.80	_____
17 General Trust Fund	0.00	_____
17 Commerce Park Redevelopment	0.00	_____
18 Bernards Township RCA	0.00	_____
20 Agency Fund	0.00	_____
21 Revolving Loan Fund	0.00	_____
Total Regular Bill List as AUGUST 4, 2020	1,512,461.37	_____

Section 8 Rent Payments for 2020

16 Section 8 Program	0.00	_____
Total Section 8 Rent Payments	0.00	_____

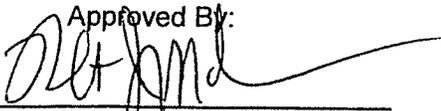
Pre-Paid Bill List as of AUGUST 4, 2020

1 Current Fund	6,192.00
2 State & Federal Grants	37,040.00
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	0.00
21 Revolving Loan Fund	0.00
Total Pre-Paid Bill List for AUGUST 4, 2020	43,232.00

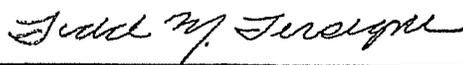
Grand Total All Funds

1,555,693.37

Approved By:



Robert J. Merlo, CFO



Todd Tersigni, Mayor

List of Bills - CLAIMS CHECKING ACCOUNT
Meeting Date: 08/04/2020 For bills from 07/22/2020 to 08/03/2020

Check#	Vendor	Description	Payment	Check Total
79714	3 - VERIZON, INC	PO 33678 7/1/20-8/12/20 service as per billings	3,560.08	3,560.08
79715	4 - THE LOCK DOCTOR	PO 33595 Safe for Bail	275.00	275.00
79716	12 - OTIS ELEVATOR	PO 33560 July Blanket Purchase Order	742.83	
		PO 33653 August Blanket Purchase Order	742.83	1,485.66
79717	15 - WARREN MATERIALS INC	PO 33543 Macadam	334.46	334.46
79718	16 - J C P L	PO 33679 5/23/20-7/17/20 Services per billings	2,284.56	2,284.56
79719	52 - STAR DOLLAR CLEANERS INC	PO 33566 JUNE UNIFORM CLEANING	995.00	995.00
79720	76 - ELIZABETHTOWN GAS INC	PO 33680 Service as per billings - 6/11/20-7/13/2	720.62	720.62
79721	78 - AQUA NEW JERSEY, INC	PO 33681 Service as per billings - 6/9/20-7/17/20	836.62	836.62
79722	118 - WEST GROUP PAYMENT CENTER	PO 33596 NJ Status June 05 - July 04, 2020 Assure	388.87	388.87
79723	130 - CINTAS FAS LOCKBOX 636525	PO 33548 Medical supplies for cabinets	843.59	843.59
79724	133 - COOPERFRIEDMAN ELECT.SUPPLY CO INC	PO 33542 Electrical supplies	315.50	315.50
79725	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 33646 Professional Services - June 2020	180.00	180.00
79726	174 - HARMONY GARAGE/COLLISION REPAIR LLC	PO 33604 Repair of 94-84	2,118.30	2,118.30
79727	188 - MGL FORMS SYSTEMS LLC	PO 33579 Tax Sale Certificates	68.00	
		PO 33674 Tax Bills	910.00	978.00
79728	281 - ELECTRONIC MEASUREMENT LABS INC	PO 33594 Calibration & Repair of Gas Detector	140.87	
		PO 33606 Calibration & Repair of Gas Detector	140.87	281.74
79729	288 - H.T. LYONS, INC	PO 33470 Maintenance agreement for garage and fir	1,998.00	1,998.00
79730	293 - POWER PLACE INC	PO 33527 Parts for mower	237.51	237.51
79731	334 - FIREFIGHTER ONE, LLC	PO 33563 Purchase of Batteries for TIC	455.70	455.70
79732	424 - KEITH GARGONE	PO 33522 T-Shirts for DPW workers	1,845.00	1,845.00
79733	441 - WHITELIGHT COMMUNICATIONS LLC	PO 33605 Fire Dept/OEM - Phone Cabinet	2,700.00	2,700.00
79734	452 - BOARD OF EDUCATION	PO 33608 Board of Education - General Fund	1,178,826.08	1,178,826.08
79735	499 - NATURAL SYSTEMS UTILITIES	PO 33110 Cert of Funds - Odor Control Mitigation-	18,777.76	18,777.76
79736	546 - GRAPHIC ACTION INC	PO 33589 Swimming Prohibited Signs for Boat Ramp	600.00	600.00
79737	558 - THEODORE SERRANO	PO 33665 2020 Eyeglass Reimbursement	225.95	225.95
79738	606 - FEDEX CUSTOM CRITICAL	PO 33578 Overnight delivery to Quadient (neopost)	26.05	26.05
79739	677 - LAVERY, SELVAGGI & ABROMITIS PC	PO 32719 Cert of Funds - Professional Svcs - Town	900.00	900.00
79740	687 - INDUSTRIAL COMMUNICATIONS INC	PO 32841 Repair of 4 Portable Radios	264.00	
		PO 33524 Repair 94-14 radio	135.00	
		PO 33535 Radio repairs	165.00	
		PO 33537 Install radio at police hq	95.00	
		PO 33540 Install radios for Public Works Vehicle	410.00	
		PO 33554 Portable radio	295.00	1,364.00
79741	756 - WM RECYCLE AMERICA LLC	PO 33534 Recycling fees	7,638.42	7,638.42
79742	863 - SYNCHRONY BANK	PO 33558 July Blanket Purchase Order	169.19	169.19
79743	918 - REANNON LILLY	PO 33601 Reimbursement for Supplies	48.92	48.92
79744	925 - FIRE FLOW SERVICES INC	PO 33351 2020 Fire Pump Certification & Testing	1,500.00	1,500.00
79745	941 - RUSSELL REID WST HAUL/DISP.SVC INC	PO 33449 Temporary restroom - Boat Ramp	102.00	102.00
79746	953 - NORTHEAST PARTS GROUP LLC	PO 33518 Parts for public works vehicles	435.51	
		PO 33557 July Blanket Purchase Order	448.33	883.84
79747	962 - GENERAL CODE LLC	PO 33587 Code Analysis 360 Annual Maintenance	1,195.00	1,195.00
79748	994 - DOCUMENT SYSTEMS LTD	PO 33572 MAINTENANCE CONTRACT	1,044.00	1,044.00
79749	998 - GRIFFITH-ALLIED TRUCKING LLC	PO 33556 July Blanket Purchase Order	400.00	
		PO 33556 July Blanket Purchase Order	7,940.21	8,340.21
79750	1001 - TIAA COMMERCIAL FINANCE INC	PO 33523 copier lease agreement	313.78	313.78
79751	1057 - ADAMS, REHMANN, & HEGGAN ASSOC. INC	PO 29701 Cert of Funds - Digital Tax Maps - R:201	9,940.50	9,940.50
79752	1073 - FIRE & SAFETY SERVICES LTD	PO 33607 Repairs to 94-66	807.52	807.52
79753	1095 - SF MOBILE-VISION	PO 33433 Repair Mobile Video Recorder in Car 94-1	210.00	210.00
79754	1100 - ADVANCE LOCAL HOLDINGS CORP	PO 33571 Ordiances, Public Notice Historic Preser	1,553.00	
		PO 33576 Public Meeting & Tax Sale Ad	98.20	
		PO 33577 Tax Sale Ad	1,448.50	
		PO 33661 Public Notices for Ord 2020-15 & Ord 202	796.80	
		PO 33662 Meeting Notice "Land Use Board"	90.30	
		PO 33663 Public Notice adoption 2019-19 & 2nd Not	342.55	4,329.35
79755	1104 - KS STATE BANK	PO 32590 Cert of Funds - Lease Police Vehicle -R:	1,572.00	1,572.00
79756	1108 - OFFICE CONCEPTS GROUP INC	PO 33261 XST-EP14 SIGNATURE STAMP	29.99	29.99
79757	1108 - OFFICE CONCEPTS GROUP INC	PO 33431 case of 9V batteries	137.94	137.94
79758	1108 - OFFICE CONCEPTS GROUP INC	PO 33546 ribbon for firearms printer	16.24	16.24
79759	1114 - THE SHERWIN WILLIAMS CO	PO 33551 Paint for curbs	249.90	249.90
79760	1165 - STEVEN M SIEGEL	PO 32718 Cert of Funds - Professional Svcs - Pros	3,137.33	3,137.33
79761	1169 - REUTER & HANNEY INC	PO 32861 Cert of Funds - Installation Surge Prote	21,246.40	21,246.40
79762	1173 - CONSTELLATION NEWENERGY-GAS DIVISIO	PO 33682 Service as per billings - 6/11/20-7/13/2	106.01	106.01
79763	1223 - HOME DEPOT CREDIT SERVICES	PO 33559 July Blanket Purchase Order	203.52	203.52
79764	1271 - FOX BROTHERS ALARM SVC INC	PO 33570 Annual Monitoring of Municipal pool	324.00	324.00
79765	1397 - NISIVOCIA LLP	PO 33567 Professional Fees related to 2020 Budget	506.25	
		PO 33567 Professional Fees related to 2020 Budget	168.75	675.00
79766	1492 - OPDYKE'S SERVICES	PO 33536 Air tank for garbage trucks	851.89	851.89

List of Bills - CLAIMS CHECKING ACCOUNT

Meeting Date: 08/04/2020 For bills from 07/22/2020 to 08/03/2020

Check#	Vendor	Description	Payment	Check Total
79767	1515 - ATCO INTERNATIONAL CO	PO 33521 Impact	1,050.00	1,050.00
79768	1648 - ANGELA HOADLEY	PO 33565 2020 Eyeglass Reimbursment	21.15	21.15
79769	1892 - PA DEPT OF ENVIRO. PROTECTION	PO 33626 Transporter decals for sanitation truck	600.00	600.00
79770	1919 - CHARLES R GRUBB D.O.,PC	PO 33580 Physical Exams for New Members	340.00	340.00
79771	1942 - STATEWIDE INSURANCE FUND	PO 33597 Installments 3 & 4 workman comp	2,229.00	
		PO 33597 Installments 3 & 4 workman comp	73,488.65	
		PO 33597 Installments 3 & 4 workman comp	445.80	
		PO 33597 Installments 3 & 4 workman comp	136,135.05	212,298.50
79772	2167 - VICTORIA KLEINER	PO 33675 Eye care reimbursement	300.00	300.00
79773	2172 - NORTHEAST JANITORIAL SUPPLY LLC	PO 33474 Hand Sanitizer	172.56	
		PO 33532 Janitorial supplies	196.10	368.66
79774	6519 - WILLIS OF NEW JERSEY, INC	PO 33545 Medical Consulting August 2020 Installm	1,750.00	
		PO 33545 Medical Consulting August 2020 Installm	750.00	2,500.00
79775	6528 - H&K & SONS, LLC	PO 33525 Repairs for Mayor's truck from accident	1,864.48	1,864.48
79776	6551 - NJ STATE LEAGUE OF MUNICIPALITIES	PO 33553 NJ Municipalities Magazine Subscription -	400.00	400.00
79777	6659 - PENTELEDATA	PO 33677 Internet & Phone Services 7/10/20-8/10/2	1,286.83	1,286.83
79778	6710 - VANWELL ELECTRONICS, INC.	PO 33538 Fire alarm inspection/testing - 675 Corl	1,877.00	1,877.00
79779	6840 - MUNICIPAL MANAGEMENT PARTNERS, LLC	PO 32720 Cert of Funds - Professional Svcs - Cons	927.75	927.75
TOTAL				1,512,461.37

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-194-16-609-000	Miscellaneous Insurance Checks Received			864.48	
01-201-20-100-050	Business Administrator - O/E	4,913.30			
01-201-20-110-050	Mayor & Council - O/E	175.00			
01-201-20-120-050	Municipal Clerk - O/E	439.92			
01-201-20-130-050	Financial Administration - O/E	25.00			
01-201-20-135-050	Financial Administration - Annual Audit	506.25			
01-201-20-145-050	Revenue Administration - O/E	3,495.50			
01-201-20-150-050	Tax Assessment Administration OE	25.00			
01-201-20-155-050	Legal Services	900.00			
01-201-22-195-050	Inspections Department - O/E	115.30			
01-201-23-210-050	Liability Insurance	58,794.60			
01-201-23-215-050	Workers Compensation	76,025.91			
01-201-23-220-050	Employee Group Insurance	2,297.10			
01-201-25-240-050	Police Department - O/E	2,202.96			
01-201-25-265-050	Fire Department - O/E	5,767.26			
01-201-25-275-050	Municipal Prosecutor O/E	3,137.33			
01-201-26-290-050	Street & Roads - O/E	3,439.36			
01-201-26-300-050	Public Works Administration - O/E	25.00			
01-201-26-301-050	PEOSHA	843.59			
01-201-26-310-050	Building & Grounds - O/E	6,519.53			
01-201-26-315-050	Vehicle Maintenance - O/E	4,483.24			
01-201-28-370-050	Recreation Service & Program - O/E	997.92			
01-201-31-430-050	Utility Expenses - Electricity	2,271.78			
01-201-31-435-050	Utility Expenses - Street Lighting	12.78			
01-201-31-440-050	Switchboard Expenses - O/E	3,343.17			
01-201-31-445-050	Utility Expenses - Water	701.39			
01-201-31-446-050	Utility Expenses - Natural Gas	612.00			
01-201-31-460-050	Bulk Purchases - Gasoline	7,940.21			
01-201-32-465-050	Landfill/Solid Waste Disposal Costs	7,638.42			
01-201-33-490-050	Municipal Court - O/E	411.00			
01-201-45-942-050	Capital Lease Obligations	1,572.00			
01-201-47-390-050	Maintenance of Free Public Library	2,221.98			
01-203-47-390-050	(2019) Maintenance of Free Public Librar		590.15		
01-207-55-000-000	School Taxes Payable			1,178,826.08	
01-260-05-100	Current Fund - Due to Claims			0.00	1,392,075.01
01-276-55-000-000	Reserve for Digital Tax Maps			9,940.50	
TOTALS FOR		201,853.80	590.15	1,189,631.06	1,392,075.01

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
02-213-40-729-000	2019 - 2024 School Resource Officer			2,229.00	
02-213-40-731-000	2020 Public/Private Grant Expenditures			180.00	
02-260-05-100	St/Fed Grants - Due to Claims Fund			0.00	2,409.00
TOTALS FOR	STATE & FEDERAL GRANTS	0.00	0.00	2,409.00	2,409.00
04-215-55-934-000	2017 Improvements Authorized			2,700.00	
04-260-05-100	Capital - Due to Claims Fund			0.00	2,700.00
TOTALS FOR	CAPITAL FUND	0.00	0.00	2,700.00	2,700.00
07-201-55-510-050	Sewer Utility OE	93,585.16			
07-260-05-100	Sewer Utility - Due to Claims Fund			0.00	93,585.16
TOTALS FOR	SEWER UTILITY	93,585.16	0.00	0.00	93,585.16
08-216-55-574-000	0:2018-32 Various Imp & Acq			21,246.40	
08-260-05-100	Sewer Capital - Due to Claims Fund			0.00	21,246.40
TOTALS FOR	SEWER CAPITAL	0.00	0.00	21,246.40	21,246.40
16-260-05-100	Section 8 - Due to Claims Fund			0.00	445.80
16-289-56-081-000	Section 8 Spending Reserves			445.80	
TOTALS FOR	SECTION 8 PROGRAM	0.00	0.00	445.80	445.80

Total to be paid from Fund 01 CURRENT FUND	1,392,075.01
Total to be paid from Fund 02 STATE & FEDERAL GRANTS	2,409.00
Total to be paid from Fund 04 CAPITAL FUND	2,700.00
Total to be paid from Fund 07 SEWER UTILITY	93,585.16
Total to be paid from Fund 08 SEWER CAPITAL	21,246.40
Total to be paid from Fund 16 SECTION 8 PROGRAM	445.80
	1,512,461.37

Checks Previously Disbursed

3115	N J YOUTH CORP OF PHILLIPSBURG	PO# 33612	Reimbursement NJYC-RISE 6/9-7/22	6,376.00	7/23/2020
3116	N J YOUTH CORP OF PHILLIPSBURG	PO# 33611	Reimbursement NJYC-2020 - 6/17-7/	30,664.00	7/23/2020
985450905	NJ DIVISION OF TAXATION	PO# 33515	2nd qtr 2020 Recycling Tax	6,192.00	7/20/2020
				43,232.00	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	6,192.00	1,392,075.01	1,398,267.01
Fund 02 STATE & FEDERAL GRANTS	37,040.00	2,409.00	39,449.00
Fund 04 CAPITAL FUND		2,700.00	2,700.00
Fund 07 SEWER UTILITY		93,585.16	93,585.16
Fund 08 SEWER CAPITAL		21,246.40	21,246.40
Fund 16 SECTION 8 PROGRAM		445.80	445.80
BILLS LIST TOTALS	43,232.00	1,512,461.37	<u>1,555,693.37</u>

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

Meeting Date: 08/04/2020 For bills from 07/22/2020 to 08/03/2020

Account	PO #	Vendor	Description	Payment	Account Total
CURRENT FUND					
G/L Expenditures					
	33608	BOARD OF EDUCATION	Bond Payment	135,000.00	
	33608	BOARD OF EDUCATION	General Fund - July	1,043,826.08	
01-207-55-000-000		<i>School Taxes Payable</i>			
			TOTAL FOR ACCOUNT		1,178,826.08
	29701	ADAMS, REHMANN, & HEGGAN ASSOC. INC	Digital Tax Maps - R:2018-196	5,540.50	
	29701	ADAMS, REHMANN, & HEGGAN ASSOC. INC	Digital Tax Maps - R:2018-196	4,400.00	
01-276-55-000-000		<i>Reserve for Digital Tax Maps</i>			
			TOTAL FOR ACCOUNT		9,940.50
TOTAL for G/L Expenditures					1,188,766.58
Business Administrator					
	33587	GENERAL CODE LLC	e-code 360 Annual Maintenance	1,195.00	
01-201-20-100-073		<i>CODE BOOK EXPENSES</i>			
			TOTAL FOR ACCOUNT		1,195.00
	33663	ADVANCE LOCAL HOLDINGS CORP	Second Notice of Ordinance 2020-013	133.75	
	33661	ADVANCE LOCAL HOLDINGS CORP	Public Notice Ord 2020-016	406.30	
	33661	ADVANCE LOCAL HOLDINGS CORP	Public Notice Ord 2020-015	390.50	
	33571	ADVANCE LOCAL HOLDINGS CORP	Notice to Bidders Rd Program Phase 2 San	568.25	
	33576	ADVANCE LOCAL HOLDINGS CORP	Mtg Notice TOP (Covid 19)	98.20	
	33663	ADVANCE LOCAL HOLDINGS CORP	Public Notice of Final Adoption	208.80	
	33571	ADVANCE LOCAL HOLDINGS CORP	Historic Preservation Comm Mtg	86.35	
	33571	ADVANCE LOCAL HOLDINGS CORP	Public Notice of final adoption 1 X 47 L	220.65	
	33571	ADVANCE LOCAL HOLDINGS CORP	Public Notice O:2020-013	275.95	
	33571	ADVANCE LOCAL HOLDINGS CORP	Public Notice - Bond ordinance	196.95	
	33571	ADVANCE LOCAL HOLDINGS CORP	Public Notice of final adoption 1 X 43 L	204.85	
01-201-20-100-084		<i>ADVERTISING</i>			
			TOTAL FOR ACCOUNT		2,790.55
	32720	MUNICIPAL MANAGEMENT PARTNERS, LLC	Less Professional Discount - 10%	-103.00	
	32720	MUNICIPAL MANAGEMENT PARTNERS, LLC	Professional Svcs - Consultant - R:2020-	1,030.75	
01-201-20-100-225		<i>Consultant Fees</i>			
			TOTAL FOR ACCOUNT		927.75
TOTAL for Business Administrator					4,913.30
Mayor & Council					
	33553	NJ STATE LEAGUE OF MUNICIPALITIES	Council, Mayor, Attorney	175.00	
01-201-20-110-072		<i>Publications</i>			
			TOTAL FOR ACCOUNT		175.00
TOTAL for Mayor & Council					175.00
Municipal Clerk					
	33553	NJ STATE LEAGUE OF MUNICIPALITIES	Clerk	25.00	
01-201-20-120-072		<i>PUBLICATIONS</i>			
			TOTAL FOR ACCOUNT		25.00
	33596	WEST GROUP PAYMENT CENTER	Assured Printing Pricing 6/5-7/4/2020	388.87	
01-201-20-120-073		<i>TOWN CODE UPDATES</i>			
			TOTAL FOR ACCOUNT		388.87
	33578	FEDEX CUSTOM CRITICAL	Overnight delivery	26.05	
01-201-20-120-076		<i>POSTAGE</i>			
			TOTAL FOR ACCOUNT		26.05
TOTAL for Municipal Clerk					439.92

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

Meeting Date: 08/04/2020 For bills from 07/22/2020 to 08/03/2020

Account	PO #	Vendor	Description	Payment	Account Total
Financial Administration					
01-201-20-130-072	33553	NJ STATE LEAGUE OF MUNICIPALITIES	CFO	25.00	
		PUBLICATIONS			
			TOTAL FOR ACCOUNT		25.00
TOTAL for Financial Administration					25.00
Financial Administration - Annual Audit					
01-201-20-135-231	33567	NISIVOCCIA LLP	Professional Courtesy Discount	-56.25	
	33567	NISIVOCCIA LLP	Professional fees related to 2020 Budget	562.50	
		Audit Report			
			TOTAL FOR ACCOUNT		506.25
TOTAL for Financial Administration - Annual Audit					506.25
Revenue Administration					
01-201-20-145-069	33674	MGL FORMS SYSTEMS LLC	Shipping and Handling	56.00	
	33579	MGL FORMS SYSTEMS LLC		17.00	
	33674	MGL FORMS SYSTEMS LLC	Tax Bills	854.00	
	33579	MGL FORMS SYSTEMS LLC	White Tax Sale Certificates	51.00	
		PRINTING FORMS			
			TOTAL FOR ACCOUNT		978.00
01-201-20-145-072	33553	NJ STATE LEAGUE OF MUNICIPALITIES	Tax Collector	25.00	
		PUBLICATIONS			
			TOTAL FOR ACCOUNT		25.00
01-201-20-145-083	33572	DOCUMENT SYSTEMS LTD	MAINT CONTRACT DS62 FOLDER/SEALER	1,044.00	
		SERVICE CONTRACT OTHER			
			TOTAL FOR ACCOUNT		1,044.00
01-201-20-145-084	33577	ADVANCE LOCAL HOLDINGS CORP	Tax Sale Ad	1,448.50	
		LEGAL ADVERTISING			
			TOTAL FOR ACCOUNT		1,448.50
TOTAL for Revenue Administration					3,495.50
Tax Assessment Administration					
01-201-20-150-072	33553	NJ STATE LEAGUE OF MUNICIPALITIES	Tax Assesor	25.00	
		PUBLICATIONS			
			TOTAL FOR ACCOUNT		25.00
TOTAL for Tax Assessment Administration					25.00
Legal Services					
01-201-20-155-200	32719	LIVERY, SELVAGGI & ABRONITIS PC	Professional Courtesy Discount - 10%	-100.00	
	32719	LIVERY, SELVAGGI & ABRONITIS PC	Professional Svcs - Town Attorney - R:20	1,000.00	
		Municipal Attorney			
			TOTAL FOR ACCOUNT		900.00
TOTAL for Legal Services					900.00
Inspections Department					
01-201-22-195-072	33553	NJ STATE LEAGUE OF MUNICIPALITIES	Inspections	25.00	
		PUBLICATIONS			
			TOTAL FOR ACCOUNT		25.00
01-201-22-195-084	33662	ADVANCE LOCAL HOLDINGS CORP	TOP Land Use Board Mtg	90.30	
		LEGAL ADVERTISING			
			TOTAL FOR ACCOUNT		90.30
TOTAL for Inspections Department					115.30

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

Meeting Date: 08/04/2020 For bills from 07/22/2020 to 08/03/2020

Account	PO #	Vendor	Description	Payment	Account Total
Liability Insurance					
01-201-23-210-220	33597	STATEWIDE INSURANCE FUND GENERAL LIABILITY	installment 3 & 4 TOTAL FOR ACCOUNT	58,794.60	58,794.60
TOTAL for Liability Insurance					=====
					58,794.60
Workers Compensation					
01-201-23-215-218	33597	STATEWIDE INSURANCE FUND Worker's Compensation Insurance	Installment 3 & 4 TOTAL FOR ACCOUNT	76,025.91	76,025.91
TOTAL for Workers Compensation					=====
					76,025.91
Employee Group Insurance					
01-201-23-220-201	33545	WILLIS OF NEW JERSEY, INC SHBP Consultant	August Installment TOTAL FOR ACCOUNT	1,750.00	1,750.00
01-201-23-220-207	33665	THEODORE SERRANO Vision Care - AFSCME	2020 Eyeglass Reimbursment TOTAL FOR ACCOUNT	225.95	225.95
01-201-23-220-210	33675 33565	VICTORIA KLEINER ANGELA HOADLEY Vision Care - Staff	Vision Care - Staff 2020 Eyeglass Reimbursment TOTAL FOR ACCOUNT	300.00 21.15	321.15
TOTAL for Employee Group Insurance					=====
					2,297.10
Public Safety					
01-201-25-240-051	33546 33431	OFFICE CONCEPTS GROUP INC OFFICE CONCEPTS GROUP INC OFFICE SUPPLIES	ribbon for firearms printer eps-s015329 case of 9V batteries TOTAL FOR ACCOUNT	16.24 137.94	154.18
01-201-25-240-072	33553	NJ STATE LEAGUE OF MUNICIPALITIES PUBLICATIONS	Police Chief TOTAL FOR ACCOUNT	25.00	25.00
01-201-25-240-078	33523	TIAA COMMERCIAL FINANCE INC SERVICE COPIERS	copier lease agreement TOTAL FOR ACCOUNT	313.78	313.78
01-201-25-240-100	33566	STAR DOLLAR CLEANERS INC UNIFORM CLEANING	JUNE UNIFORM CLEANING TOTAL FOR ACCOUNT	995.00	995.00
01-201-25-240-270	33595 33433 33524 33524 33524 33537 33537 33433	THE LOCK DOCTOR SF MOBILE-VISION INDUSTRIAL COMMUNICATIONS INC INDUSTRIAL COMMUNICATIONS INC INDUSTRIAL COMMUNICATIONS INC INDUSTRIAL COMMUNICATIONS INC INDUSTRIAL COMMUNICATIONS INC SF MOBILE-VISION EMERGENCY/SAFETY SUPPLIES	Amsec Model 1013 Labor Charges Antenna Cable VHF Whip Antenna Labor Mag Mount Antenna RMN5052A Microphone Travel Time TOTAL FOR ACCOUNT	275.00 125.00 20.00 25.00 90.00 40.00 55.00 85.00	715.00
TOTAL for Public Safety					=====
					2,202.96
Fire Department					
01-201-25-265-075	33580	CHARLES R GRUBB D.O., PC EMPLOYMENT PHYSICALS	Physical For new Members Christopher Wic TOTAL FOR ACCOUNT	340.00	340.00
01-201-25-265-113	33351	FIRE FLOW SERVICES INC PUMPER TOWER LADDER/INSP	2020 Fire Pump Certification and Testing TOTAL FOR ACCOUNT	1,500.00	1,500.00
	33604	HARMONY GARAGE/COLLISION REPAIR LLC	Repairs to 94-84, to Include Exhaust Sys	2,118.30	

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

Meeting Date: 08/04/2020 For bills from 07/22/2020 to 08/03/2020

Account	PO #	Vendor	Description	Payment	Account Total	
Fire Department						
01-201-25-265-114	33607	FIRE & SAFETY SERVICES LTD VEHICLE REPAIRS	Repair of Leaking Deck Gun Valve and Rep TOTAL FOR ACCOUNT	807.52	2,925.82	
01-201-25-265-116	33606 33594	ELECTRONIC MEASUREMENT LABS INC ELECTRONIC MEASUREMENT LABS INC PEOSHA TESTING	Calibration and Repair of Hazardous Gas Calibration and Repair of Hazardous Gas TOTAL FOR ACCOUNT	140.87 140.87	281.74	
01-201-25-265-122	33563 33563	FIREFIGHTER ONE, LLC FIREFIGHTER ONE, LLC Tools & Equipment	Shipping #SCT-8002936, Supercell Battery Elite XR TOTAL FOR ACCOUNT	15.00 440.70	455.70	
01-201-25-265-245	32841	INDUSTRIAL COMMUNICATIONS INC INDUSTRIAL COMMUNICATIONS	Materials and Labor for Repair of Four H TOTAL FOR ACCOUNT	264.00	264.00	
TOTAL for Fire Department					=====	5,767.26
Municipal Prosecutor						
01-201-25-275-211	32718	STEVEN M SIEGEL Municipal Prosecutor	Professional Svcs - Prosecutor - R:2020- TOTAL FOR ACCOUNT	3,137.33	3,137.33	
TOTAL for Municipal Prosecutor					=====	3,137.33
Street & Roads						
01-201-26-290-224	33543	WARREN MATERIALS INC MACADAM	Macadam TOTAL FOR ACCOUNT	334.46	334.46	
01-201-26-290-243	33540 33540	INDUSTRIAL COMMUNICATIONS INC INDUSTRIAL COMMUNICATIONS INC M & W COMMUNICATIONS	Install radio for Truck 14 Install radio for Truck 35 TOTAL FOR ACCOUNT	235.00 175.00	410.00	
01-201-26-290-270	33551	THE SHERWIN WILLIAMS CO EMERGENCY/SAFETY SUPPLIES	Paint for curbs TOTAL FOR ACCOUNT	249.90	249.90	
01-201-26-290-279	33522	KEITH GARGONE OUTERWEAR	T-Shirts for DPW workers TOTAL FOR ACCOUNT	1,845.00	1,845.00	
01-201-26-290-299	33626	PA DEPT OF ENVIRO. PROTECTION MISC FEES/PERMITS	Transporter decals TOTAL FOR ACCOUNT	600.00	600.00	
TOTAL for Street & Roads					=====	3,439.36
Public Services Administration						
01-201-26-300-072	33553	NJ STATE LEAGUE OF MUNICIPALITIES PUBLICATIONS	DPW TOTAL FOR ACCOUNT	25.00	25.00	
TOTAL for Public Services Administration					=====	25.00
PEOSHA						
01-201-26-301-209	33548 33548	CINTAS FAS LOCKBOX 636525 CINTAS FAS LOCKBOX 636525 PEOSHA	Medical supplies for cabinets Medical supplies for cabinets TOTAL FOR ACCOUNT	597.80 245.79	843.59	
TOTAL for PEOSHA					=====	843.59

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

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Account	PO #	Vendor	Description	Payment	Account Total
Building & Grounds					
	33474	NORTHEAST JANITORIAL SUPPLY LLC	Hand Sanitizer	172.56	
	33532	NORTHEAST JANITORIAL SUPPLY LLC	Bowl Cleaner	84.00	
	33532	NORTHEAST JANITORIAL SUPPLY LLC	Straight up floor cleaner	85.60	
	33532	NORTHEAST JANITORIAL SUPPLY LLC	Toilet bowl brush	26.50	
01-201-26-310-116		JANITORIAL SUPPLIES	TOTAL FOR ACCOUNT		368.66
	33449	RUSSELL REID WST HAUL/DISP.SVC INC	Temporary restroom - Boat Ramp	102.00	
01-201-26-310-167		JOB JOHNNES	TOTAL FOR ACCOUNT		102.00
	33470	H.T. LYONS, INC	Maintenance agreement for garage & fireh	1,998.00	
	33538	VANWELL ELECTRONICS, INC.	Fire alarm inspection/testing- 675 Corli	1,877.00	
01-201-26-310-221		BUILDING MAINTENANCE	TOTAL FOR ACCOUNT		3,875.00
	33560	OTIS ELEVATOR	July Blanket Purchase Order	742.83	
	33653	OTIS ELEVATOR	August Blanket Purchase Order	742.83	
01-201-26-310-234		OTIS ELEVATOR	TOTAL FOR ACCOUNT		1,485.66
	33542	COOPERFRIEDMAN ELECT.SUPPLY CO INC	Electrical supplies	315.50	
01-201-26-310-254		ELECTRICAL PARTS	TOTAL FOR ACCOUNT		315.50
	33559	HOME DEPOT CREDIT SERVICES	July Blanket Purchase Order	35.28	
	33559	HOME DEPOT CREDIT SERVICES	July Blanket Purchase Order	56.44	
	33559	HOME DEPOT CREDIT SERVICES	July Blanket Purchase Order	17.34	
	33559	HOME DEPOT CREDIT SERVICES	July Blanket Purchase Order	94.46	
	33558	SYNCHRONY BANK	July Blanket Purchase Order	169.19	
01-201-26-310-264		MISC HARDWARE	TOTAL FOR ACCOUNT		372.71
TOTAL for Building & Grounds					=====
					6,519.53
Vehicle Maintenance					
	33557	NORTHEAST PARTS GROUP LLC	July Blanket Purchase Order	62.68	
	33557	NORTHEAST PARTS GROUP LLC	July Blanket Purchase Order	146.95	
	33557	NORTHEAST PARTS GROUP LLC	July Blanket Purchase Order	81.59	
	33557	NORTHEAST PARTS GROUP LLC	Credit	-102.22	
01-201-26-315-218		PARTS - POLICE VEHICLES	TOTAL FOR ACCOUNT		189.00
	33557	NORTHEAST PARTS GROUP LLC	July Blanket Purchase Order	72.84	
	33527	POWER PLACE INC	Parts for mower	237.51	
	33557	NORTHEAST PARTS GROUP LLC	July Blanket Purchase Order	61.86	
	33557	NORTHEAST PARTS GROUP LLC	July Blanket Purchase Order	41.88	
01-201-26-315-220		PARTS-PUBLIC WORKS EQUIP.	TOTAL FOR ACCOUNT		414.09
	33518	NORTHEAST PARTS GROUP LLC	Brake rotors, brake pads, brake caliper	435.51	
	33557	NORTHEAST PARTS GROUP LLC	July Blanket Purchase Order	13.52	
01-201-26-315-221		PARTS-PUBLIC WORKS VEH.	TOTAL FOR ACCOUNT		449.03
	33557	NORTHEAST PARTS GROUP LLC	July Blanket Purchase Order	50.48	
	33557	NORTHEAST PARTS GROUP LLC	July Blanket Purchase Order	18.75	
	33536	OPDYKE'S SERVICES	Air tanks for garbage trucks	851.89	
01-201-26-315-222		PARTS OTHER VEHICLES	TOTAL FOR ACCOUNT		921.12
	33521	ATCO INTERNATIONAL CO	Impact (heavy duty non-melt grease)	1,050.00	
01-201-26-315-229		LUBRICANTS	TOTAL FOR ACCOUNT		1,050.00
	33535	INDUSTRIAL COMMUNICATIONS INC	Radio repairs	165.00	
	33554	INDUSTRIAL COMMUNICATIONS INC	Portable radio	250.00	
	33554	INDUSTRIAL COMMUNICATIONS INC	Battery & belt clip	45.00	
01-201-26-315-243		M & W COMMUNICATIONS	TOTAL FOR ACCOUNT		460.00
	33525	H&K & SONS, LLC	Repairs for Mayor's truck from accident	1,000.00	
01-201-26-315-251		REPAIRS M/S VEHICLE	TOTAL FOR ACCOUNT		1,000.00
TOTAL for Vehicle Maintenance					=====
					4,483.24

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

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Account	PO #	Vendor	Description	Payment	Account Total
Recreation Services & Programs					
		33589 GRAPHIC ACTION INC	Swimming Prohibited Signs for Boat Ramp	480.00	
		33589 GRAPHIC ACTION INC	Reprinting	120.00	
01-201-28-370-068		PRINTING-SIGNS	TOTAL FOR ACCOUNT		600.00
		33553 NJ STATE LEAGUE OF MUNICIPALITIES	Recreation-Seasonal Superintendent	25.00	
01-201-28-370-072		Publications	TOTAL FOR ACCOUNT		25.00
		33570 FOX BROTHERS ALARM SVC INC	Annual Monitoring of Municipal pool	324.00	
01-201-28-370-112		POOL BURGLAR ALARM	TOTAL FOR ACCOUNT		324.00
		33601 REANNON LILLY	White flags for playground program	11.98	
		33601 REANNON LILLY	Tax	3.04	
		33601 REANNON LILLY	Coloring Posters for Playground Program	33.90	
01-201-28-370-117		RECREATIONAL SUPPLIES	TOTAL FOR ACCOUNT		48.92
TOTAL for Recreation Services & Programs					997.92
Maintenance of Free Public Library					
		33597 STATEWIDE INSURANCE FUND	Installment 3 & 4	1,314.54	
01-201-47-390-584		Fringe Benefits	TOTAL FOR ACCOUNT		1,314.54
		33678 VERIZON, INC	Library - 454-3712 -7/2/20-8/9/20	510.78	
		33678 VERIZON, INC	Library - 454-3555 -7/2/20-8/9/20	46.80	
		33680 ELIZABETHTOWN GAS INC	Library - 317926631	165.89	
		33681 AQUA NEW JERSEY, INC	Library-10306200743555-6/9/20-7/8/20	135.23	
		33682 CONSTELLATION NEWENERGY-GAS DIVISIO	Library - 2012523656-0-6/11/20-7/13/20	48.74	
01-201-47-390-589		Building & Utilities	TOTAL FOR ACCOUNT		907.44
		33678 VERIZON, INC	Library - 201 V03-8343 -7/1/20-7/31/20	590.15	
01-203-47-390-589		(2019) Building & Utilities	TOTAL FOR ACCOUNT		590.15
TOTAL for Maintenance of Free Public Library					2,812.13
Electricity					
		33679 J C P L	Fire Department-200000053807-5/23/20-6/2	2,271.78	
01-201-31-430-175		Electricity	TOTAL FOR ACCOUNT		2,271.78
TOTAL for Electricity					2,271.78
Street Lighting					
		33679 J C P L	Street Lighting-100098829169-6/19/20-7/1	12.78	
01-201-31-435-175		Electricity - Street Lighting	TOTAL FOR ACCOUNT		12.78
TOTAL for Street Lighting					12.78
Switchboard					
		33677 PENTELEDATA	Municipal Bldg - 120 Filmore St	80.95	
		33677 PENTELEDATA	Taxes	64.47	
		33677 PENTELEDATA	441 Heckman Street	255.51	
		33678 VERIZON, INC	PU Tower-Alarm -213-8612-7/8/20-8/7/20	37.63	
		33677 PENTELEDATA	712 South Main Street	175.65	
		33677 PENTELEDATA	120 Filmore Street	224.50	
		33678 VERIZON, INC	Police - 454-1121-7/10/20-8/9/20	2,088.66	
01-201-31-440-180		Telephone & Telecommunications	TOTAL FOR ACCOUNT		2,927.37
		33677 PENTELEDATA	Municipal Bldg - 120 Filmore St	124.95	
		33677 PENTELEDATA	Garage - 441 Heckman Street	99.95	
		33677 PENTELEDATA	Garage - 441 Heckman Street	90.95	

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

Meeting Date: 08/04/2020 For bills from 07/22/2020 to 08/03/2020

Account	PO #	Vendor	Description	Payment	Account Total
Switchboard					
	33677	PENTELEDATA	Pool Meyner Road	99.95	
01-201-31-440-183		Internet Service			
			TOTAL FOR ACCOUNT		415.80
TOTAL for Switchboard					=====
					3,343.17
Water					
	33681	AQUA NEW JERSEY, INC	Municipal Bldg - 10306210743556 -6/9/20-	135.23	
	33681	AQUA NEW JERSEY, INC	Municipal Garage - 14893240743460 -6/9/2	180.39	
	33681	AQUA NEW JERSEY, INC	Lincoln Engine - 10302740743268 -6/9/20-	33.28	
	33681	AQUA NEW JERSEY, INC	Fire Central - 10300120743050 -6/9/20-7/	22.31	
	33681	AQUA NEW JERSEY, INC	Mun Pool-10325060745220-6/17/20-7/17/20	132.00	
	33681	AQUA NEW JERSEY, INC	Del.Hgts.Park - 16531151133169 -6/9/20-7	138.45	
	33681	AQUA NEW JERSEY, INC	Squad Building - 10304260743384 -6/9/20-	59.73	
01-201-31-445-185		Water			
			TOTAL FOR ACCOUNT		701.39
TOTAL for Water					=====
					701.39
Natural Gas					
	33680	ELIZABETHTOWN GAS INC	Fire Central - 3977314581	30.15	
	33682	CONSTELLATION NEWENERGY-GAS DIVISIO	Warren Chemical - 201252365-4-6/11/20-7/	2.02	
	33682	CONSTELLATION NEWENERGY-GAS DIVISIO	Lincoln Engine - 201252365 - 1-6/11/20-7	6.53	
	33682	CONSTELLATION NEWENERGY-GAS DIVISIO	Jersey Hose - 201252365 - 6-6/11/20-7/13	9.04	
	33682	CONSTELLATION NEWENERGY-GAS DIVISIO	#1 Fire Co - 201252365-5-6/11/20-7/13/20	14.06	
	33680	ELIZABETHTOWN GAS INC	Warren Chemical - 3992228531	28.81	
	33680	ELIZABETHTOWN GAS INC	Municipal Building - 2327826631	217.46	
	33680	ELIZABETHTOWN GAS INC	#1 Fire Co - 4475495511	39.61	
	33680	ELIZABETHTOWN GAS INC	Jersey Hose - 5503477491	35.13	
	33680	ELIZABETHTOWN GAS INC	Lincoln Engine - 1252446451	32.87	
	33680	ELIZABETHTOWN GAS INC	Garage - 3084827264	170.70	
	33682	CONSTELLATION NEWENERGY-GAS DIVISIO	Fire Central - 201252365 - 3-6/11/20-7/1	3.52	
	33682	CONSTELLATION NEWENERGY-GAS DIVISIO	Municipal Building - 201252365-2-6/11/20	22.10	
01-201-31-446-176		Natural or Propane: Natural Gas			
			TOTAL FOR ACCOUNT		612.00
TOTAL for Natural Gas					=====
					612.00
Gasoline					
	33556	GRIFFITH-ALLIED TRUCKING LLC	July Blanket - Diesel	551.14	
	33556	GRIFFITH-ALLIED TRUCKING LLC	July Blanket - Unleaded	1,120.00	
	33556	GRIFFITH-ALLIED TRUCKING LLC	July Blanket - Diesel	786.18	
	33556	GRIFFITH-ALLIED TRUCKING LLC	July Blanket - Diesel	285.76	
	33556	GRIFFITH-ALLIED TRUCKING LLC	July Blanket - Unleaded	2,158.16	
	33556	GRIFFITH-ALLIED TRUCKING LLC	July Blanket - Unleaded	1,553.30	
	33556	GRIFFITH-ALLIED TRUCKING LLC	July Blanket - Unleaded	1,485.67	
01-201-31-460-195		Gasoline Townwide: Gasoline			
			TOTAL FOR ACCOUNT		7,940.21
TOTAL for Gasoline					=====
					7,940.21
Landfill / Solid Waste Diposal Costs					
	33534	WM RECYCLE AMERICA LLC	Recycling fees	7,638.42	
01-201-32-465-236		Garbage & Recycling Dumping Fees			
			TOTAL FOR ACCOUNT		7,638.42
TOTAL for Landfill / Solid Waste Diposal Costs					=====
					7,638.42

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Account	PO #	Vendor	Description	Payment	Account Total
Municipal Court					
01-201-33-490-072	33553	NJ STATE LEAGUE OF MUNICIPALITIES Publications	Municipal Court Administrator TOTAL FOR ACCOUNT	25.00	25.00
01-201-33-490-106	33261	OFFICE CONCEPTS GROUP INC Office Equipment other	XST-PE14 SIGNATURE STAMP TOTAL FOR ACCOUNT	29.99	29.99
01-201-33-490-180	33677 33678	PENTELEDATA VERIZON, INC Telephone / Telecommunications	Municipal Court - 1001 E Boulevard Court - 387-6840 -7/7/20-8/12/20 TOTAL FOR ACCOUNT	69.95 286.06	356.01
TOTAL for Municipal Court					411.00
DEPARTMENT 609					
01-194-16-609-000	33525	H&K & SONS, LLC Miscellaneous Insurance Checks Received	Repairs for Mayor's truck from accident TOTAL FOR ACCOUNT	864.48	864.48
TOTAL for DEPARTMENT 609					864.48
Capital Lease Obligations					
01-201-45-942-221	32590	KS STATE BANK Police Vehicles Lease	Lease Police Vehicle - R:2019-109 2nd ye TOTAL FOR ACCOUNT	1,572.00	1,572.00
TOTAL for Capital Lease Obligations					1,572.00
STATE & FEDERAL GRANTS					
DEPARTMENT 729					
02-213-40-729-003	33597	STATEWIDE INSURANCE FUND 2020 - 2021 SRO Salaries	Installment 3 & 4 TOTAL FOR ACCOUNT	2,229.00	2,229.00
TOTAL for DEPARTMENT 729					2,229.00
DEPARTMENT 731					
02-213-40-731-001	33646	VAN CLEEF ENGINEERING ASSOC., LLC 2019 NPP Town Match	NPP - June 1, 2020 to June 30, 2020 TOTAL FOR ACCOUNT	180.00	180.00
TOTAL for DEPARTMENT 731					180.00
CAPITAL FUND					
2017 Improvements Authorizations					
04-215-55-934-001	33605	WHITELIGHT COMMUNICATIONS LLC 2017 Administration	SV9100 NEC cabinet, CPU and SIP license TOTAL FOR ACCOUNT	2,700.00	2,700.00
TOTAL for 2017 Improvements Authorizations					2,700.00
SEWER UTILITY					
Sewer Utility Department					
07-201-55-510-200	33545	WILLIS OF NEW JERSEY, INC Health Benefits	August Installment TOTAL FOR ACCOUNT	750.00	750.00
07-201-55-510-516	33567 33567	NISIVOCCIA LLP NISIVOCCIA LLP Nisivoccia & Company	Professional Courtesy Discount Professional fees related to 2020 Budget TOTAL FOR ACCOUNT	-18.75 187.50	168.75

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Meeting Date: 08/04/2020 For bills from 07/22/2020 to 08/03/2020

Account	PO #	Vendor	Description	Payment	Account Total
SEWER UTILITY					
Sewer Utility Department					
		33556 GRIFFITH-ALLIED TRUCKING LLC	July Blanket - Diesel	200.00	
		33556 GRIFFITH-ALLIED TRUCKING LLC	July Blanket - Unleaded	200.00	
07-201-55-510-519		<i>Lubricants & Motor Fuels</i>	TOTAL FOR ACCOUNT		400.00
		33597 STATEWIDE INSURANCE FUND	installment 3 & 4	39,196.40	
		33597 STATEWIDE INSURANCE FUND	Installment 3 & 4	34,292.25	
07-201-55-510-536		<i>Insurance Premiums</i>	TOTAL FOR ACCOUNT		73,488.65
		33110 NATURAL SYSTEMS UTILITIES	Odor Control Mitigation - April 2020 - N	18,777.76	
07-201-55-510-557		<i>Pumping and Hauling</i>	TOTAL FOR ACCOUNT		18,777.76
TOTAL for Sewer Utility Department					93,585.16
SEWER CAPITAL					
DEPARTMENT 574					
		32861 REUTER & HANNEY INC	Installation Surge Protection Device & S	21,246.40	
08-216-55-574-001		<i>O:2018-32 Various Imp & Acq</i>	TOTAL FOR ACCOUNT		21,246.40
TOTAL for DEPARTMENT 574					21,246.40
SECTION 8 PROGRAM					
Section 8 Expenditures					
		33597 STATEWIDE INSURANCE FUND	installment 3 & 4	445.80	
16-289-56-081-820		<i>Administration - Salary and Fringe</i>	TOTAL FOR ACCOUNT		445.80
TOTAL for Section 8 Expenditures					445.80

Bells list B

2nd

Bill List Summary
REGULAR BILL LIST AS OF AUGUST 4, 2020

		<u>Check No</u>
1 Current Fund	43,491.47	_____
2 State & Federal Grants	0.00	_____
4 Capital Fund	0.00	_____
7 Sewage Utility Fund	2,646.00	_____
8 Sewage Capital Fund	0.00	_____
12 Planning Board Trust Fund	0.00	_____
12 Bridge Development	1,417.50	_____
13 Dog Trust Fund	0.00	_____
15 Public Defender Trust Fund	0.00	_____
16 Section 8	0.00	_____
17 General Trust Fund	0.00	_____
17 Commerce Park Redevelopment	0.00	_____
18 Bernards Township RCA	0.00	_____
20 Agency Fund	0.00	_____
21 Revolving Loan Fund	0.00	_____
Total Regular Bill List as AUGUST 4, 2020	47,554.97	

Section 8 Rent Payments for 2020

16 Section 8 Program	0.00	_____
Total Section 8 Rent Payments	0.00	

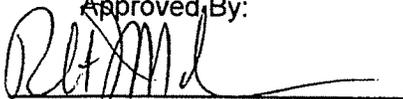
Pre-Paid Bill List as of AUGUST 4, 2020

1 Current Fund	0.00
2 State & Federal Grants	0.00
4 Capital Fund	0.00
7 Sewer Utility Fund	496,172.27
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	1,682.50
21 Revolving Loan Fund	0.00
Total Pre-Paid Bill List for AUGUST 4, 2020	497,854.77

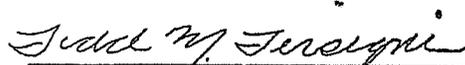
Grand Total All Funds

545,409.74

Approved By:



Robert J. Merlo, CFO



Todd Tersigni, Mayor

List of Bills - CLAIMS CHECKING ACCOUNT
 Meeting Date: 08/04/2020 For bills from 07/21/2020 to 08/04/2020

Check#	Vendor	Description	Payment	Check Total
79780	78 - AQUA NEW JERSEY, INC	PO 33709 Service as per billing - 6/25/20-7/28/20	321.32	321.32
79781	68 - Donald Kophazy Jr.	PO 33694 Program Reimbursements	139.36	139.36
79782	925 - FIRE FLOW SERVICES INC	PO 33352 2020 Fire Hose Testing	4,068.70	4,068.70
79783	16 - J C P L	PO 33710 Service as per billing - 6/25/20-7/27/20	950.26	950.26
79784	2232 - JEWELL COMPUTING SOLUTIONS LLC	PO 33659 Computer equipment	194.97	194.97
79785	677 - LAVERY, SELVAGGI & ABRONITIS PC	PO 33602 Professional Services - June 2020	15,778.00	
		PO 33603 Professional Services Rendered - June 20	5,482.75	
		PO 33603 Professional Services Rendered - June 20	2,646.00	
		PO 33603 Professional Services Rendered - June 20	1,417.50	25,324.25
79786	1705 - LORRAINE LOUDENBERRY	PO 33660 2020 Eyecare Reimbursement	155.00	155.00
79787	1849 - RYAN L EPPLE VMD	PO 33573 Veterinary service	816.55	
		PO 33574 Veterinary service	1,539.74	
		PO 33575 Veterinary service	1,773.76	4,130.05
79788	1203 - SAFETY & SURVIVAL TRAINING LLC	PO 33503 Water Rescue Awareness Training	600.00	600.00
79789	1942 - STATEWIDE INSURANCE FUND	PO 33664 Deductible Recovery - Cappello v. TOP Cl	11,358.74	11,358.74
79790	57 - VERIZON PA	PO 33708 Service as per billing - 7/19/20-8/18/20	12.32	12.32
79791	1105 - WILLIAM PETERS	PO 33666 2020 Eyeglass reimbursment	300.00	300.00
TOTAL				47,554.97

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-120-050	Municipal Clerk - O/E	89.99			
01-201-20-130-050	Financial Administration - O/E	89.99			
01-201-20-155-050	Legal Services	32,619.49			
01-201-23-220-050	Employee Group Insurance	455.00			
01-201-25-265-050	Fire Department - O/E	4,668.70			
01-201-26-290-050	Street & Roads - O/E	14.99			
01-201-27-340-050	Animal Control Services - O/E	4,130.05			
01-201-28-370-050	Recreation Service & Program - O/E	139.36			
01-201-31-430-050	Utility Expenses - Electricity	796.29			
01-201-31-435-050	Utility Expenses - Street Lighting	153.97			
01-201-31-440-050	Switchboard Expenses - O/E	12.32			
01-201-31-445-050	Utility Expenses - Water	321.32			
01-260-05-100	Current Fund - Due to Claims			0.00	43,491.47
TOTALS FOR	CURRENT FUND	43,491.47	0.00	0.00	43,491.47
07-194-16-602-000	Septic Billing			553.50	
07-201-55-510-050	Sewer Utility OE	2,092.50			
07-260-05-100	Sewer Utility - Due to Claims Fund			0.00	2,646.00
TOTALS FOR	SEWER UTILITY	2,092.50	0.00	553.50	2,646.00
12-260-05-100	Planning Board - Due to Claims Fund			0.00	1,417.50
12-288-56-102-000	Escrow - Bridge Development			1,417.50	
TOTALS FOR	PLANNING BOARD ESCROW	0.00	0.00	1,417.50	1,417.50
Total to be paid from Fund 01 CURRENT FUND		43,491.47			
Total to be paid from Fund 07 SEWER UTILITY		2,646.00			
Total to be paid from Fund 12 PLANNING BOARD ESCROW		1,417.50			
		47,554.97			

Checks Previously Disbursed

554300398	NJEIT	PO# 33704	NJEIT series 2015-A1 loan agreemen	50,191.79	7/31/2020
89770158	NJEIT	PO# 33703	NJEIT series 2014A loan agreement	313,797.70	7/31/2020

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
907745922	NJEIT	PO# 33702	NJEIT series 2010A loan agreement	132,182.78	7/31/2020
281866	AFLAC	PO# 33686	Monthly Invoice	1,682.50	7/13/2020

				497,854.77	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND		43,491.47	43,491.47
Fund 07 SEWER UTILITY	496,172.27	2,646.00	498,818.27
Fund 12 PLANNING BOARD ESCROW		1,417.50	1,417.50
Fund 20 PAYROLL AGENCY FUND	1,682.50		1,682.50

BILLS LIST TOTALS	497,854.77	47,554.97	<u><u>545,409.74</u></u>

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

Meeting Date: 08/04/2020 For bills from 07/21/2020 to 08/04/2020

Account	PO #	Vendor	Description	Payment	Account Total
CURRENT FUND					
Municipal Clerk					
01-201-20-120-051	33659	JEWELL COMPUTING SOLUTIONS LLC	QOMO WEB CAM 1920 X 1080P, 5MP, CMOS, 30	89.99	
		OFFICE SUPPLIES			
			TOTAL FOR ACCOUNT		89.99
TOTAL for Municipal Clerk					89.99
Financial Administration					
01-201-20-130-051	33659	JEWELL COMPUTING SOLUTIONS LLC	QOMO WEB CAM 1920 X 1080P, 5MP, CMOS, 30	89.99	
		OFFICE SUPPLIES			
			TOTAL FOR ACCOUNT		89.99
TOTAL for Financial Administration					89.99
Legal Services					
01-201-20-155-200	33602	LAVERY, SELVAGGI & ABROMITIS PC	General Matters - June	16,125.00	
	33602	LAVERY, SELVAGGI & ABROMITIS PC	Professional Courtesy Credit - June	-1,746.00	
	33602	LAVERY, SELVAGGI & ABROMITIS PC	General Matters - June	64.00	
	33602	LAVERY, SELVAGGI & ABROMITIS PC	General Matters - June	1,335.00	
		Municipal Attorney	TOTAL FOR ACCOUNT		15,778.00
01-201-20-155-201	33603	LAVERY, SELVAGGI & ABROMITIS PC	Labor - June	1,350.00	
		Labor Council	TOTAL FOR ACCOUNT		1,350.00
01-201-20-155-202	33603	LAVERY, SELVAGGI & ABROMITIS PC	Tax Appeals - June	911.25	
		Tax Appeal Council	TOTAL FOR ACCOUNT		911.25
01-201-20-155-204	33603	LAVERY, SELVAGGI & ABROMITIS PC	In Rem 2018 - June	1,280.25	
	33603	LAVERY, SELVAGGI & ABROMITIS PC	In Rem 2020-11 - June	1,941.25	
		Foreclosures	TOTAL FOR ACCOUNT		3,221.50
01-201-20-155-207	33664	STATEWIDE INSURANCE FUND	Clm No. KY 18K2219327 - Sam Cappello vs.	11,358.74	
		Other	TOTAL FOR ACCOUNT		11,358.74
TOTAL for Legal Services					32,619.49
Employee Group Insurance					
01-201-23-220-207	33666	WILLIAM PETERS	2020 Eyeglass Reimbursement	178.00	
	33666	WILLIAM PETERS	2020 Eyeglass Reimbursement	122.00	
	33660	LORRAINE LOUDENBERRY	2020 Eyecare Reimbursement	155.00	
		Vision Care - AFSCME	TOTAL FOR ACCOUNT		455.00
TOTAL for Employee Group Insurance					455.00
Fire Department					
01-201-25-265-095	33503	SAFETY & SURVIVAL TRAINING LLC	Provide Three Hour Swiftwater / Flood Re	600.00	
		SCHOOLS	TOTAL FOR ACCOUNT		600.00
01-201-25-265-116	33352	FIRE FLOW SERVICES INC	2020 Fire Hose Testing.	4,068.70	
		PEOSHA TESTING	TOTAL FOR ACCOUNT		4,068.70
TOTAL for Fire Department					4,668.70

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

Meeting Date: 08/04/2020 For bills from 07/21/2020 to 08/04/2020

Account	PO #	Vendor	Description	Payment	Account Total
Street & Roads					
01-201-26-290-051		33659 JEWELL COMPUTING SOLUTIONS LLC OFFICE SUPPLIES	Logitech S-120 2.0 Speaker System - 2.30	14.99	
			TOTAL FOR ACCOUNT		14.99
TOTAL for Street & Roads					=====
					14.99
Animal Control Services					
		33575 RYAN L EPPLE VMD	Raina Canine INV# 165321	1,393.85	
		33575 RYAN L EPPLE VMD	Sawyer Canine INV# 165318	379.91	
		33574 RYAN L EPPLE VMD	Atilla Canine INV# 165317	1,180.31	
		33574 RYAN L EPPLE VMD	Jasper Canine INV# 165314	359.43	
		33573 RYAN L EPPLE VMD	20-8 Feline INV# 165308	295.00	
		33573 RYAN L EPPLE VMD	20-6 Feline INV# 163230	134.09	
		33573 RYAN L EPPLE VMD	20-5 Feline INV# 163228	269.76	
01-201-27-340-146		33573 RYAN L EPPLE VMD VETERINARY SERVICES	20-4 Feline INV# 163227	117.70	
			TOTAL FOR ACCOUNT		4,130.05
TOTAL for Animal Control Services					=====
					4,130.05
Recreation Services & Programs					
		33694 Donald Kophazy Jr.	Bottle Bash game	39.99	
		33694 Donald Kophazy Jr.	Can Jam Game	39.99	
		33694 Donald Kophazy Jr.	Cork boards	22.62	
01-201-28-370-117		33694 Donald Kophazy Jr. RECREATIONAL SUPPLIES	Paint	36.76	
			TOTAL FOR ACCOUNT		139.36
TOTAL for Recreation Services & Programs					=====
					139.36
Electricity					
		33710 J C P L	Municipal Garage-100079474084-6/26/20-7/	689.00	
		33710 J C P L	139 Cedar Alley-100125292795-6/27/20-7/2	2.78	
		33710 J C P L	Meyner Road Park-100082801190-6/25/20-7/	3.10	
		33710 J C P L	Meyner Road-100114710559-6/26/20-7/24/20	98.31	
01-201-31-430-175		33710 J C P L Electricity	Score Board-Bieher Alley-100087337422-6/	3.10	
			TOTAL FOR ACCOUNT		796.29
TOTAL for Electricity					=====
					796.29
Street Lighting					
01-201-31-435-175		33710 J C P L Electricity - Street Lighting	Street Lighting-100098829169-6/25/20-7/2	153.97	
			TOTAL FOR ACCOUNT		153.97
TOTAL for Street Lighting					=====
					153.97
Switchboard					
01-201-31-440-180		33708 VERIZON PA Telephone & Telecommunications	Switchboard - 215 Y14-4575 644	12.32	
			TOTAL FOR ACCOUNT		12.32
TOTAL for Switchboard					=====
					12.32

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

Meeting Date: 08/04/2020 For bills from 07/21/2020 to 08/04/2020

Account	PO #	Vendor	Description	Payment	Account Total
Water					
01-201-31-445-185	33709	AQUA NEW JERSEY, INC	675 Corliss Ave-6'Fire	321.32	
		Water			
			TOTAL FOR ACCOUNT		321.32
		TOTAL for Water			=====
					321.32
SEWER UTILITY					
Sewer Utility Department					
07-201-55-510-512	33603	LAVERY, SELVAGGI & ABROMITIS PC	Sewer - June	2,092.50	
		Legal			
			TOTAL FOR ACCOUNT		2,092.50
		TOTAL for Sewer Utility Department			=====
					2,092.50
Septic Receipts					
07-194-16-602-001	33603	LAVERY, SELVAGGI & ABROMITIS PC	Warren Septic - June	553.50	
		WWTP Septic Billing			
			TOTAL FOR ACCOUNT		553.50
		TOTAL for Septic Receipts			=====
					553.50
PLANNING BOARD ESCROW					
DEPARTMENT 102					
12-288-56-102-001	33603	LAVERY, SELVAGGI & ABROMITIS PC	Bridge - June	1,417.50	
		Bridge Development Escrow			
			TOTAL FOR ACCOUNT		1,417.50
		TOTAL for DEPARTMENT 102			=====
					1,417.50

O: 2020-19

AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY DIRECTING THAT THE QUESTION OF WHETHER THE PHILLIPSBURG FREE PUBLIC LIBRARY SHOULD BE DISSOLVED BE PLACED ON THE BALLOT OF THE GENERAL ELECTION

BE IT ORDAINED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that the following Question shall be placed on the ballot of the next general election for answering of same by the legal voters of the Town of Phillipsburg:

To vote upon the public question printed below, if in favor thereof mark a cross (X) or plus (+) in the square at the left of the word “YES,” and if opposed thereto mark a cross (X) or a plus (+) in the square at the left of the word “NO.”

- YES** “Shall the free public library established pursuant to R.S.40:54-1 et seq., in the Town of Phillipsburg be dissolved, effective January 1, 2021 and provision made for assessing, levying, and collecting the special tax assessed, levied, and collected to support the county library system entitling the residents of the Town of Phillipsburg to receive the same county library assistance services as are received by other municipalities within the county library system?”
- NO**

Interpretative Statement:

“If the voters approve this question, the free public library will be dissolved and the provisions in P.L.2013, c. 56 (C.40:54-7.1) shall be followed.”

BE IT FURTHER ORDAINED that a copy of this duly adopted Ordinance shall be filed with the Director of the Division of Local Government Services in the Department of Community Affairs and with the State Librarian.

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 off this Ordinance shall not be affected thereby.

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

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

TODD TERSIGNI
Mayor

DATED:

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 August 04, 2020 meeting.

VICTORIA L. KLEINER, RMC

ORDINANCE 2020-20

**AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY
OF WARREN, STATE OF NEW JERSEY, AMENDING SECTION 67-23,
SCHEDULE VII, STOP INTERSECTIONS, OF THE CODE OF
THE TOWN OF PHILLIPSBURG TO ADD STOP
INTERSECTIONS AT FILMORE STREET AND SUMMIT AVENUE
WITHIN THE TOWN OF PHILLIPSBURG**

BE IT ORDAINED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that Section 67-23, Schedule VII, Stop Sections, of the Code of the Town of Phillipsburg, is hereby amended by adding the following as designated Stop Intersections:

STOP SIGN ON

All Approaches

AT INTERSECTION OF

Filmore Street and Summit Avenue

Section 2:

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 3:

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

Section 4:

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:

TODD M. TERSIGNI

Mayor

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 August 04, 2020 meeting.

VICTORIA L. KLEINER,
Municipal Clerk



Since 1972 • Consulting Civil Engineers | Land Development | Municipal |
Bridges | Highways | Construction Management | Construction Inspection |
Dams | Geotechnical | Hydraulics/Hydrology | Water/Wastewater |
Stormwater Management | Surveying | Planning | Landscape Architecture

Neil I. Van Cleef, P.E., L.S. & P.P.
Robert J. Clerico, P.E., P.P., CME, CPWM
Samuel D. Costanzo, P.E. & P.P.
Cynthia V. Norfleet, COO
Mark A. Bahnick, P.E.
Lawrence M. Diffley, P.E., PTOE
Michael K. Ford, P.E., P.P.
Jeffrey W. Munzling, P.E.
Stanley J. Schrek, P.E., A.I.A., P.P., CME, LEED AP
Herbert J. Seeburger, Jr., P.E., CME, CPWM

July 31, 2020

Mayor Todd M. Tersigni
Town of Phillipsburg
120 Filmore Street
Phillipsburg, NJ 08865

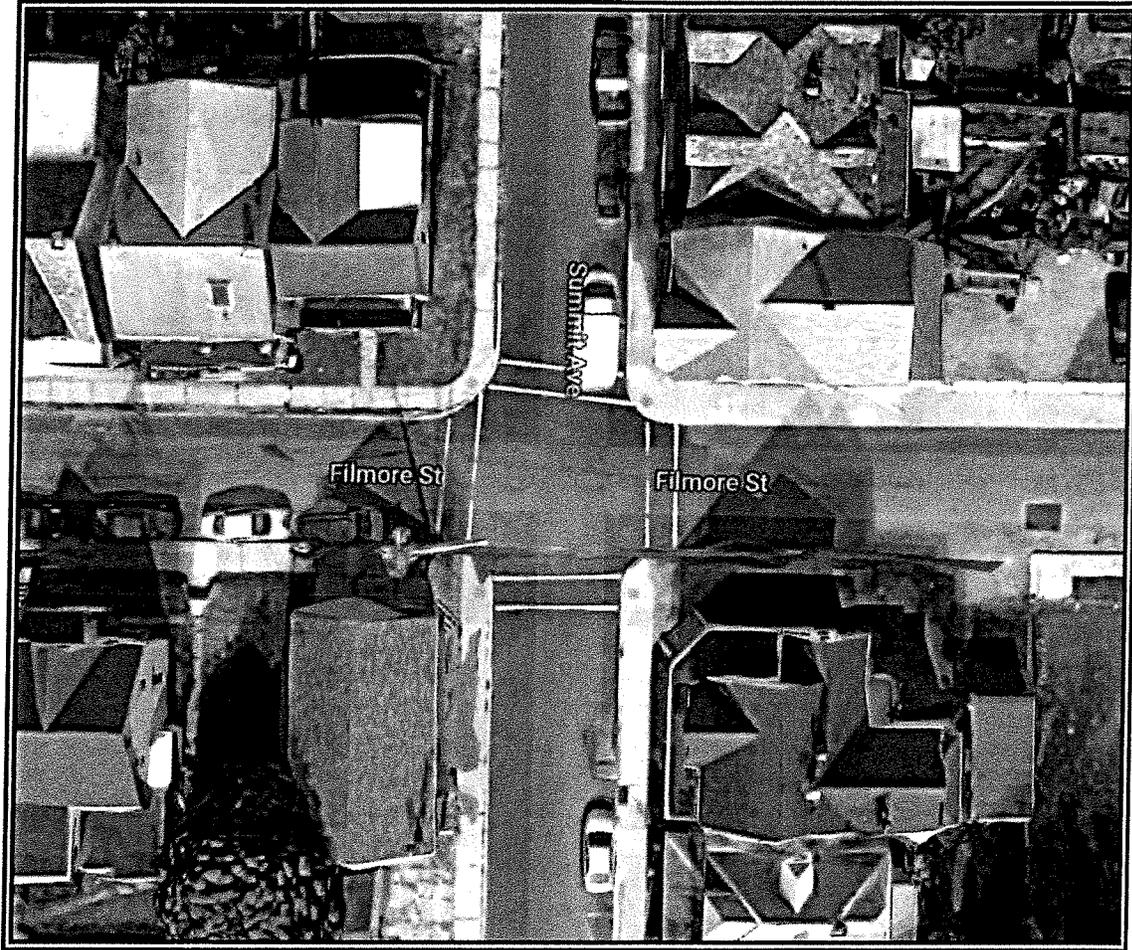
**RE: Preliminary Traffic Study
Intersection of Filmore Street and Summit Avenue
Our Project Number: 9100**

Dear Mayor Tersigni:

Our office has completed a preliminary traffic review at the request of the Mayor's office for the intersection of Filmore Street and Summit Avenue with regards to installation of stop signs or similar traffic control device. The request was based on a resident concerned with traffic safety in the vicinity of the intersection. For our review, we performed a field evaluation on 07/10/2020 and reviewed Engineering guidelines to determine if the intersection met the conditions for installation of a traffic control device. In addition, the Phillipsburg Police Department reviewed their records and intersection conditions (7/22/2020) and the Phillipsburg Board of Education provided school bus location information (6/2/2020).

Observations

The intersection is situated in a residential neighborhood and a posted speed limit was not observed, however it would be limited to 25 MPH by NJ Statutes due to residential nature of land uses in area of roadway. Summit Avenue is a two way roadway and is designated as a through street; the width of the roadway for two way traffic with parking is less than standard width. Filmore Street is two-way traffic between Morris Street and Summit Avenue and then one way away from the intersection from Summit Avenue to Hudson Street. Filmore Street between Morris Street to Summit Avenue is also too narrow for two-way traffic with parking on the side of the street.



Location Map No. 1 (Source: Google maps)



Photo No. 1 – View from Summit Avenue at intersection of Filmore Street looking towards Schultz Avenue



Photo No. 2 – View from Summit Avenue at intersection of Filmore Street looking right towards Hudson Street



Photo No. 3 – View from Summit Avenue at intersection of Filmore Street looking left towards Morris Street



Photo No. 4 - View from Summit Avenue at intersection of Filmore Street looking towards Chambers Street



Photo No. 5 – View from Summit Avenue at intersection of Filmore Street looking right towards Morris Street



Photo No. 6 – View from Filmore Street at intersection of Summit Avenue looking t towards Hudson Street



Photo No. 7 - View from Filmore Street at intersection of Summit Avenue looking right towards Chambers Street



Photo No. 8 – View from Filmore Street at intersection of Summit Avenue looking left towards Schultz Avenue

Resident Feedback during study

At the time of our office, observed conditions at the intersection, several residents indicated their concerns at the intersection. Their concerns included traffic traveling the wrong way on the one-way section of Filmore Street between Summit Avenue and Hudson Street, speeding, not being able to see cars coming at intersection due to buildings too close to corner or parked cars, concern over children’s safety either playing near or in the road.

Phillipsburg Police Department Data

Phillipsburg Police reviewed their records and indicated only 1 crash was reported since 2017.

Multi-Way Stop Criteria Review

Our office reviewed criteria established by MUTCD part 2B.07 for establishing a multi-way stop control intersection. Below are the results of reviewed criteria:

Criteria	Meets Criteria	Comment
Interim measure prior to installation of warranted traffic signal	No	A traffic signal has not been approved for this location
5 or more crashes in 12 month period	No	Only 1 reported crash in prior 3 years.
Traffic Volumes – major street 300 vph for 8 hours	No	Traffic data was not available
Traffic Volumes – minor street 200 vph for same 8 hours as major (includes pedestrians), and average delay of at least 30 seconds.	No	Traffic data was not available
Volume reduction for major road speed levels exceeding 40 MPH	No	Residential neighborhood, speed limit is 25 MPH
80% reduction in volumes requirement in crashes and volumes	No	Speed limit is less than 40 MPH, reductions were not considered as incomplete data to review this item.
Left turn conflicts	No	Filmore approach to intersection is one-way and stopped controlled
Vehicle/Pedestrian Conflicts near locations that generate high pedestrian volumes	Yes	The school district reported school bus stops in the area of the intersection and the current municipal building is located near the intersection.
Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop;	Yes	Sight lines can be impacted by parked vehicles and existing buildings/structures are built within with limited setback at corners.
An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.	Yes	Both roads act as local collectors, currently Filmore is stopped controlled. Summit is currently designated as a through street.

Conclusion

The intersection of Filmore Street and Summit Avenue does meet the warrants to install a multi-way stop.

Recommendations

Our office recommends the Town consider installation of multi-way stop for purposes of improving operation characteristics of the roadway. The proposed multi-way stop will not address speeding and will not address vehicles traveling the wrong way, safety improvements to address reduce those items would through consideration of installation of proper regulatory/warning signs and pavement markings in addition to speed enforcement. It is also recommended to review the traffic pattern in this area of town as roadway widths are less than recommended width for 2 way traffic with parking.

Implementation

1. Governing Body reviews matter and takes official action.
2. Official Action indicates timeframe for new control measure to be installed if approved.
3. Town Clerk and/or Administration will inform DPW that the control measure was approved for installation.
4. Prior to installation DPW coordinates with Phillipsburg Police Department and our office to review the placement location and confirm if additional signage is required due to sight lines which is anticipated that stop ahead signs will be required to address the roadway profiles/parking and advanced notification to motorists.
5. The DPW secures four R1-1 36" x 36" stop signs to each be mounted on a breakaway post for each approach and replace existing signs if present (one-way street approaches to get sign post on both sides). DPW also acquires and installs Stop Ahead signs.
6. DPW obtain underground utility markout prior to installation/excavation.
7. Upon installation of the sign a 12" Solid white stop bar is installed from the curbline to centerline of the roadway and the pavement marking indicating "STOP" is installed for all stopped approaches and 30' of 4" double solid yellow stripes are installed along two-way streets. Note that future improvements to pavement in this area may require re-doing the striping.
8. Upon completion of sign installation a variable message sign(s) are installed indicating new traffic pattern ahead and portable construction signs are installed on the other approaches warning of new signage. Recommend to have an officer at the intersection directing traffic for the first few days.
9. No parking signs are posted in area of intersection such no parking here to corner and general no parking anytime and the curbs are painted yellow within the no parking limit.

Filmore Street & Summit Avenue

July 31, 2020

9100

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Please feel free to contact our office with any additional comments or questions on this matter.

Very truly yours,

Van Cleef Engineering Associates

Timothy M. O'Brien

Timothy M. O'Brien, PE, CME

Project Engineer

cc: Chief Stettner, Phillipsburg Police Department

Victoria Kleiner, RMC, Town Clerk

Stanley J. Schrek, PE, AIA, PP, CME, LEED AP, Town Engineer

DPW

R:2020-143

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR
PROFESSIONAL SERVICES WITH NASSAU CAPITAL
ADVISORS, LLC FOR REAL ESTATE FINANCIAL ADVISORY
SERVICES**

WHEREAS, the Town of Phillipsburg has a need to obtain financial advisory services in connection with analysis and recommendations related to the Public Private Partnership; 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, Nassau Capital Advisors, LLC submitted a proposal dated July 15, 2020, to provide the aforementioned services; and

WHEREAS, the value of these services will be an hourly rate of \$335 or \$290 for research, meeting attendance and report preparation depending on the financial advisor handling the matter; and

WHEREAS, the Town Council finds it to be in the best interest of the Town of Phillipsburg to authorize said work, which 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 Nassau Capital Advisors, LLC as described therein, subject to the certification of funds, **NOT TO EXCEED \$20,000.00** without further authorization from the Council.

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 August 5, 2020.

Victoria L. Kleiner, Municipal Clerk

AVAILABILITY OF FUNDS CERTIFICATION

I, **Robert J. Merlo**, Chief Financial Officer of the Town of Phillipsburg do hereby certify as follows:

1. I have examined the accounts of the Town to determine if sufficient funds are available to award a contract for the following:

- A. Professional Services
 Materials, Supplies or Equipment
 Construction
 Capital
 Sick / Vacation Pay

B. Resolution # R:2020-143
 Description Real Estate Financial Advisory Service

C. Vendor: Nassau Capital Advisors Vendor # 997

D. Vendor Address: 12 Vandeventer Ave, PO Box 1475 Princeton, NJ 08542

E. Amount: \$ 20,000.00 **Not to Exceed**

\$ 20,000.00

F. Project # _____

G. Purchase Order #: _____

H. Drawdown: Yes No

2. I have determined that funds are available as follows:

A. Fund:	<input checked="" type="checkbox"/> Capital	O:2017-03 Municipal Offices

B. Contingencies: Yes No

	Account Numbers	Account Titles	Amounts
(1)	<u>04-215-55-933-001</u>	<u>O:2017-03 Municipal Offices</u>	<u>\$ 20,000.00</u>
(2)	_____	_____	<u>\$ -</u>
(3)	_____	_____	<u>\$ -</u>
(4)	_____	_____	<u>\$ -</u>
		Total :	<u>\$ 20,000.00</u>

3. Only amounts for the 2020 Budget Year have been certified.

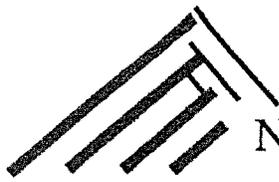
Amounts for future years are contingent upon sufficient funds being appropriated.

Robert J Merlo

Robert J. Merlo, Chief Financial Officer

August 4, 2020

Date



NASSAU CAPITAL ADVISORS, LLC

July 21, 2020

Richard W. Wenner, Esq.
Lavery, Selvaggi, Abromitis & Cohen, P.C.
1001 Route 517
Hackettstown, NJ 07840

Send Via Email Only

*Re: Real Estate Financial Advisory Services – Town of Phillipsburg, NJ
Redevelopment of Former Municipal Building – 675 Corliss Avenue
And Review of PILOT Proposal from Ingerman Group re Affordable Housing Project*

Dear Rich:

As a follow up to my recent discussion about this matter with you in your capacity as counsel to the Town of Phillipsburg (“Town”), I am pleased to provide you with this proposal, scope of work and compensation arrangement in connection with real estate and financial advisory services which our firm would be pleased to provide to the Town in connection with the redevelopment projects captioned above (“Project”).

Background:

Project #1: Redevelopment of former Municipal Building: I understand that several years ago, the Town vacated its municipal offices out of an older municipal building located at 675 Corliss Avenue due to presence of mold and asbestos. Since that time the municipality has occupied space in its current facility at 120 Filmore Street. The Mayor and Council are interested in exploring the feasibility of a public-private partnership with a private developer who would enter into a long-term lease or purchase agreement with the Town and renovate the former municipal building for commercial use.

The Town is interested in retaining a real estate financial advisor to assist in structuring this transaction and representing the Town in the negotiations with developers and with other governmental agencies whose approval may be required, such as the N.J. Department of Treasury and the N.J. Economic Development Authority.

Our firm has had decades of experience in real estate redevelopment in New Jersey, both as principals and as financial advisor to state and local governmental agencies. I note that the first project listed below in “Representative Assignments” is the Princeton Downtown Redevelopment Project, which was one of the early P3 redevelopments done in New Jersey. I was the leader of the private redevelopment team that partnered with the Borough of Princeton to redevelop a 1.5 acre municipal parking lot into a mixed use development that included a 600-car municipal parking garage and public park (both designed and built by our private team and financed with a PILOT agreement) along with 74 new apartments and retail stores. Our development team leased the land under the project from the Borough for 99 years. I am confident we can provide the Town with the real estate financial advice and guidance in this matter that will lead to a desirable outcome for Phillipsburg.

Project #2: Evaluation of Application for PILOT Agreement from Ingerman Group: I understand the Ingerman Group has proposed development of a 100% affordable housing project in Phillipsburg which would include a request from the developer for a financial agreement permitting payments in lieu of real estate taxes.

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, REJECTING ALL BIDS FOR THE SPORT COURT

WHEREAS, the Town received sealed bids for the Sport Court renovation project; and

WHEREAS, the first bid was in the amount of approximately \$126,000.00 submitted by Flex Materials/Plastic Parts out of Illinois and was defective in that it lacked mandatory submissions; and

WHEREAS the second was fully conforming from Submission One in the amount of \$951,000.00; and

WHEREAS, due to the vast disparity in bid pricing and the lack of multiple conforming bids, the Town believes it to be in the best interest of the Town to reject all bids and re-advertise.

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

1. All bids received in response to the advertisement for the Sport Court renovation are rejected and any bid bonds received are hereby released to the bidder.

CERTIFICATION

I, Victoria L. Kleiner, 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 August 04, 2020 meeting.

Victoria L. Kleiner, Municipal Clerk

R: 2020-145

**RESOLUTION AUTHORIZING EXECUTION OF A
COLLECTIVE NEGOTIATIONS AGREEMENT BY AND
BETWEEN THE TOWN OF PHILLIPSBURG AND
PHILLIPSBURG PBA LOCAL NO. 56 (SOA)**

WHEREAS, the Collective Negotiations Agreement by and between the Town of Phillipsburg and the Phillipsburg PBA Local No. 56 (SOA) expired on December 31, 2019; and

WHEREAS, the parties have previously approved a memorandum of agreement in December 2019 setting forth the agreed upon changes to the contract, a copy of which is attached hereto; and

WHEREAS, the terms of the MOA have been incorporated into the contract with all other contract terms remaining unchanged, a copy of which is attached hereto; and

WHEREAS, the Town Council believes execution of the Contract to be in the best interests of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Phillipsburg, County of Warren, and State of New Jersey, that the entry into a four-year agreement with Phillipsburg PBA Local No. 56 (SOA), which includes, among other things, a 3% increase in salary for 2020 and 2021, and a 4% increase in salary for 2022 and 2023, is hereby approved.

BE IT FURTHER RESOLVED that the Council of the Town of Phillipsburg hereby authorizes and directs the Mayor and the Municipal Clerk to execute said Agreement.

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 August 04, 2020.

Victoria L. Kleiner, Municipal Clerk

AGREEMENT
BETWEEN
TOWN OF PHILLIPSBURG
WARREN COUNTY, NEW JERSEY
AND
POLICEMEN'S BENEVOLENT ASSOCIATION
PHILLIPSBURG LOCAL NO. 56 SUPERIOR
OFFICERS ASSOCIATION

JANUARY 1, 2020 – DECEMBER 31, 2023

Prepared By:

Mets Schiro & McGovern, LLP
555 U.S. Highway One South, Suite 320
Iselin, NJ 08830
Tel. (732) 636-0040
Attorneys for
PBA Local No. 56 Superior Officers Association

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PREAMBLE

THIS AGREEMENT entered into this 1st day of January, 2020, by and between the TOWN OF PHILLIPSBURG, in the County of Warren, New Jersey, a municipal corporation of the State of New Jersey, hereinafter called the “Town” and NEW JERSEY POLICEMEN’S BENEVOLENT ASSOCIATION, PHILLIPSBURG LOCAL NO. 56, SUPERIOR OFFICERS ASSOCIATION, hereinafter called the “Association,” represents the complete and final understanding of all bargainable issues between the Town and the Association.

ARTICLE I

RECOGNITION

A. The Town hereby recognizes the Association as the exclusive collective negotiations agent for all full-time personnel in the Phillipsburg Police Department, excluding all Patrol Officers, and all other employees of the Department.

B. It is hereby mutually agreed that the job classifications which are within the bargaining unit and covered by this Agreement are as follows:

SERGEANT

LIEUTENANT

CAPTAIN

C. Unless otherwise indicated, the term “policemen,” “police officer,” “employee,” “employees,” or “officer” are used in this Agreement interchangeably to refer to all persons covered by this Agreement.

ARTICLE II

DEFINITIONS

Association: Superior Officers Association, Phillipsburg Police Department.

Association Member: A member of the Superior Officers Association, Phillipsburg Police Department.

Employee: A member of the formally recognized bargaining unit.

Employer: The Town of Phillipsburg represented by the Mayor or other designated Town representative.

Grievance: A dispute over the interpretation or application of this Agreement.

Overtime: Time worked by an employee with the express prior authorization of the Town for all hours worked in excess of the employee's regularly scheduled work shift.

P.B.A.: New Jersey State Policemen's Benevolent Association, Phillipsburg Local No. 56.

P.B.A. Member: A member of the New Jersey State PBA, Phillipsburg Local No. 56.

Probationary Period: Ninety (90) days from the date employee is appointed from a certified list of eligible as set forth in N.J.A.C. 4A:4-5.2(b)1.

Regular Pay Rate: The Employee's bi-weekly pay rate times 26 pay periods divided by 2,080 hours. The base hourly rate includes longevity payments, holiday and all other stipends received by the employee.

Scheduled Duty Change: A change in the normal work shift, for which at least twenty-four (24) hours' notice is provided to the employee, prior to the start of his regular shift, or the newly assigned shift, whichever gives the employee the greater amount of time.

Seniority: Accumulated length of service within the Police Department, computed from the employee's date of appointment within his present rank.

ARTICLE III

POLICEMEN'S RIGHTS

A. The parties hereby agree that every policeman shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from doing so. The parties further agree that they shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that they shall not discriminate against any policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Town, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, or to refrain from engaging in any of the above cited activities.

B. The Association agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines, or assessments, meetings or other Association activities on Town time, which interfere with work programs of the employer.

C. Up to a maximum of two (2) designated representatives of the Association shall be permitted time off to attend negotiating sessions. Said representative shall receive approval of the Mayor or in his absence, the Chief of Police, to be sent from duty and shall be in uniform and subject to call during negotiation sessions. The Association shall inform the Town in writing of any changes in such representatives.

D. When grievance sessions are mutually scheduled during work hours, the grievant and one (1) Association representative shall suffer no loss in pay.

ARTICLE IV

BULLETIN BOARDS

Subject to prior approval of the Mayor, which approval shall not be unreasonable withheld, the Town shall permit the Association reasonable use of bulletin boards for the posting of notices concerning Association business and activities and concerning matters dealing with the welfare of the employees. Such notices shall not be of a political nature nor detrimental to the police service of the Town.

ARTICLE V

SENIORITY

A. Seniority, as defined in Article II, shall be uniformly applied to all employees.

B. Seniority shall be the determining criterion for personnel assignments, transfers, promotions, and layoffs only when observation of performance, special ability, attitude, and desire are equal. The discretion of the Employer in assigning personnel shall not be based solely on seniority.

C. Time spent on accumulated paid sick leave shall count toward an employee's seniority.

D. Any modification in the present shift system shall be in accordance with the existing contract (Article XXXII-C). In the event of any such change, the economic impact upon members of the unit shall be negotiated subject to provisions of N.J.S.A. 34:13A-16.

ARTICLE VI

EDUCATION BENEFITS

A. Any employee matriculated in a Police Science or Criminal Justice program shall be reimbursed for the cost of all tuition and books for all courses taken as part of that degree

program upon furnishing evidence of satisfactory completion of said course within thirty (30) days of its completion.

B. After completion of said course, all books purchased by the Town shall be surrendered to the Mayor and shall become the property of the Town for use by employees taking similar courses in the future.

ARTICLE VII

VACATIONS

A. Employees shall be entitled to vacations based upon the length of time employed, as herein provided:

<u>Years of Service</u>	<u>Vacation Leave</u>
From date of hire until the following December 31	One (1) working day for each month of service completed
Thereafter through 5 years of service	16 working days
6 th through 10 th years of service	19 working days
11 th through 19 th years of service	22 working days
20 th through 24 th years of service	26 working days
25 years of service or more	31 working days

Effective 1/1/20, all vacation levels shall be increased by 4 working days. These additional 4 working days shall not be subject to cash-in. Thus, the vacation days for cash in purposes shall be capped at their 2019 levels. For example, the most that an employee who retires with 25 years of service can cash-in is 62 vacation days (representing two (2) years of maximum vacation days at 2019 levels).

B. The Chief shall, on or before April 1 of the calendar year, promulgate a schedule of vacations, giving due regard to the mission of the department as determined by the employer, resultant staffing requirements, employees' seniority, and employee's wishes. It is understood that security of the Town is given prime consideration, and that vacation schedules may be altered at the discretion of the Chief of Police to comport with exigencies that may from time to time arise.

C. When in any calendar year, the annual leave or any part thereof, is not granted or taken by reason of the pressure of work, such as annual vacation leave or part thereof, shall be accumulated to the credit of the individual employee and shall be taken during the next succeeding year only.

D. All vacations granted during the prime vacation period of the summer months, that is, June 15th up to and include September 15th, shall not exceed a period of two (2) full weeks, which shall be defined as no less than 12 working days.

E. Vacation leave may not be waived for the purpose of receiving double pay.

F. Employees who leave the service of the Town in good standing after providing proper notice of their termination of employment shall be compensated for the amount of vacation leave accrued and unused at the date of their separation at their rate of pay at the time of their termination.

G. If an employee is called back during a scheduled vacation, said employee shall receive one and one-half times his normal pay in addition thereto a day or day off equal to the time for which said employee was called back to duty.

Employees shall be compensated for all vacation days accrued and unused on a day for day basis with a day equaling twelve (12) hours. In the event the Town or the Association

desires to terminate the work schedule, employees will be compensated for all accrued and unused vacation days on the same hourly basis upon which those days were earned as calculated above. Compensation will be based upon the employee's rate of pay at the time of their termination.

H. An employee may cancel their scheduled vacation upon twenty-one (21) days of written notice to the Chief of Police. Canceled vacation period must be rescheduled at time of cancellation.

I. Vacation leave may be taken in one-quarter increments for officers assigned to patrol otherwise, shall be taken in whole or half-day increments.

J. Two (2) vacation days per year may be utilized without notice or approval which shall be deemed as "emergency vacation days."

K. All unused vacation time shall be paid to an officer's estate upon their death.

L. All requests to use earned compensatory time shall carry equal weight to a request to use vacation time.

ARTICLE VIII

HOLIDAYS

A. Employees shall receive the following paid holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Good Friday	Friday before Easter
Easter Sunday	
Memorial Day	May 30
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	October 12
General Election Day	First Tuesday after the first
Monday in November	

Veteran's Day
Thanksgiving Day
Christmas Day

November 11
Fourth Thursday in November
December 25

B. Any employee required to work on any of the above enumerated holidays shall be entitled, in addition to this regular salary, time and one-half pay for all hours worked.

C. If an employee is scheduled to be off duty on any of the fourteen (14) enumerated holidays and is called back to duty, he shall be paid one and one-half times pay for the time worked in addition to his normal holiday pay.

D. In addition to the fourteen (14) paid holidays enumerated above, employees shall also be compensated for any additional holidays, which are declared, by the Mayor and Town Council. Employees will only be compensated for holidays declared by the President of the United States or the Governor of New Jersey, which are of a permanent or commemorative nature.

ARTICLE IX

LEAVES OF ABSENCE WITHOUT PAY

Any and all requests by an employee for leave without pay shall be governed by the applicable New Jersey Civil Service Commission Rules and Regulations in effect at the time of said employee's request.

ARTICLE X

SICK LEAVE

A. Sick leave is defined to mean the absence from duty of the employee because of illness or injury by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee, or death in the

immediate family. Member of the immediate family is interpreted as meaning parents, spouse, children, sister, brother, or grandparents. Sick leave shall not be interpreted as including an extended period where the employee serves as nurse or housekeeper during a protracted illness of a member of the family.

B. Each employee shall be entitled to fifteen (15) days sick leave per year earned at the rate of one and one-quarter (1 ¼) days for each month of service. Employees, at their option, may be paid for fifty (50%) percent of their unused annual sick leave no later than February 15th of the succeeding calendar year. Cash-in shall be based on a 10-hour day. The remaining fifty (50%) percent of their unused sick days shall accumulate from year to year without limitation. At the time of retirement, a full-time employee shall receive payment for fifty-five (55%) percent of unused sick leave plus Two Hundred (\$200.00) dollars.

C. Employees are required to follow the following three steps in order to be eligible for payment of sick leave pay.

1. Report immediately to his department head or other designated supervisor the reason for his absence, but no later than (1) hour prior to the beginning of the shift.

2. If the absence is more than one day in length, the employee must keep his department head informed of his condition.

3. Employees may be required to submit a proper medical certificate for absences exceeding three (3) days.

D. Employees who claim sick leave when physically and mentally fit, unless under specific provision of this Agreement, shall be subject to disciplinary action.

E. Workmen's Compensation benefits which are received by an employee during sick leave shall be deducted from compensation due the employee and shall be credited to the employee's sick leave to the nearest multiple of one-half day.

F. Sick leave may be taken in one-quarter increments for those officers assigned to patrol otherwise, leave shall be taken in whole or half day increments.

G. All unused sick time shall be paid to an officer's estate upon their death.

ARTICLE XI

FUNERAL LEAVE

A. All permanent employees covered by this Agreement shall be entitled to five (5) working days leave with pay because of the death of their spouse, child, parent, brothers, or sisters.

B. All permanent employees covered by this Agreement shall be entitled to three (3) days leave with pay because of the death of the employee's following family: grandparents, mother-in-law, father-in-law, or any relative living in the employee's household.

C. All permanent employees covered by this Agreement shall be entitled to two (2) days leave with pay because of the death of the employee's following family: nieces, nephews, brother and sister-in-law, aunts, uncles, or any relative living in the employee's household.

D. Such leave shall not be accumulative in the event that it is not used. Attendance at funeral or other memorial service is mandated in order to receive the benefit. If requested by the Town, a letter signed by the employee certifying that he attended the funeral or memorial service is sufficient for proof of attendance.

E. Step family members shall be included in each category above.

ARTICLE XII

INJURY ON DUTY LEAVE

A. An employee who is disabled by an injury incurred in the direct performance of his duty or by reasons as a direct result of or arising out of his employment and who qualifies for Workmen's Compensation benefits shall receive leave with pay which shall not be charged against accumulated sick leave. All other provisions regarding absence on account of sickness or disability shall apply.

B. Any employee who suffers a work-connected injury or disability, the Town shall continue the employee at full pay for a period of six (6) months. During this period of time, all Workmen's Compensation benefits shall be paid directly over to the Town. A six (6) month extension of this leave provision may be granted at the discretion of the Mayor.

C. Nothing herein contained shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness but these provisions are to be construed and administered in conjunction therewith.

ARTICLE XIII

MILITARY LEAVE

A. All full time employees covered by this Agreement, who are members of the United States Military Reserves or State National Guard and are required to engage in annual active duty for training, shall be granted a leave of absence in accordance with applicable state law.

B. Taking of military leave shall not reduce any other type of leave earned by the employees and employees shall receive full pay as required by law.

C. The provisions of this Article shall not apply to any employee who is drafted into or volunteers for service in the Armed Services of the United States; not including the United States Military Reserves or State National Guard.

ARTICLE XIV

CLOTHING

A. The Town shall supply all uniforms and provide for the maintenance of same at no expense to the employee.

B. If any part of the employee's uniform and/or personal effects is destroyed in the line of duty, it shall be the responsibility of the Town to replace same upon approval of the Chief of Police, which approval shall not be unreasonably withheld.

C. Employees assigned on a regular basis as investigators, including officers assigned to other law enforcement agencies for three (3) months or more, shall receive annually the sum of Six Hundred (\$600.00) Dollars, payable quarterly, as a clothing allowance. Effective 1/1/20, the annual sum shall be increased to \$750.00.

ARTICLE XV

OVERTIME

A. The normal work week for employees covered by this Agreement shall be forty (40) Hours, as established in accordance with ARTICLE XXXII, WORK SCHEDULES.

Overtime as defined in ARTICLE II, DEFINITIONS shall be paid at the rate of one and one-half times the usual hourly rate of the employee.

B. Overtime shall be computed as follows:

0-15 minutes	None
16-30 minutes	30 minutes

31-60 minutes

1 hour

Minute for minute thereafter

C. An employee may elect at his option to accept compensatory time in lieu of cash for overtime. Compensatory time shall be calculated at the rate of time and one-half the actual amount of overtime worked or guaranteed. Compensatory time may be requested, in advance, up to 12 hours and will carry equal weight to a vacation request. Requests for compensatory time shall be granted provided there is at least one supervisor remaining on the shift.

ARTICLE XVI

CALL BACK OR CALL OUT PAY

A. Any full time employee who is called back to work after completing the regular shift, and has left their place of work, shall be guaranteed a minimum of two and one-half (2 ½) hours pay at time and one-half rates, provided however, that such hours do not overlap into the employee's regular working hours.

B. All employees shall be required to work all hours in addition to the minimum guarantee, which are required by the employee's supervisor.

ARTICLE XVII

COURT TIME

A. Whenever an employee covered by this Agreement shall be required to appear before any grand jury or at any municipal, County, Superior or Supreme Court proceeding, the time during which he is so engaged shall be considered a time of assignment to and performance of duty. When such appearance occurs during member's assigned duty hours, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours, he shall be paid at time and one-half.

B. Any employee who is called for appearance in court, after completing the regular shift, shall be guaranteed a minimum of two (2) hours pay at time and one-half rates, provided however, that such hours do not overlap into the employee's regular working hours.

C. All employees shall be required to work all hours in addition to the minimum guarantee, which are required by the employee's supervisor.

ARTICLE XVIII

INSURANCE

A. 1. Effective April 1, 2011, the Town agrees to continue full family medical coverage through the State Health Benefits Plan. Any disputes which cannot be resolved between the parties with respect to coverage or the extent of benefits as compared to the current existing insurance coverage, shall be subject to the Grievance Procedure for resolution. The Association agrees that should the Town desire to change insurance carriers during the life of this contract, that it will negotiate such a proposal in good faith with the Town. The Town agrees to provide the Association with a minimum of thirty (30) days written notice of any change in insurance carriers and/or benefits.

2. Employees wishing to opt out of medical coverage provided by the Town and their spouse or partner are not covered by the State Health Benefits Plan may do so and be eligible for reimbursement of 25% or \$5000, whichever is less, of the amount saved by the Town. The reimbursement shall be paid on or before March 15th. This payment will be through payroll and subject to all applicable taxes. To withdraw, the employee must present a letter stating the desire to withdraw and a copy of proof of insurance from another source.

B. 1. The Town shall pay the premium cost for a prescription drug insurance plan with \$20.00 brand name/\$10.00 generic co-pay provision paid by the employees. Effective

April 1, 2011, the co-pay for a 30-day supply of a name brand prescription shall be \$10.00 and for a generic \$3.00.

2. Mail order prescriptions ninety (90) day supply are available on the same basis as the co-pay. Prescriptions ordered through the mail are subject to \$40.00 brand name/\$20.00 generic co-pay, but only (1) co-pay will apply to the length of the mail order (i.e. ninety (90) days, as opposed to the multiple co-pays every time a prescription is renewed directly through the pharmacist). Effective April 1, 2011, the co-pay for a mail order name brand prescription shall be \$15.00 and for a generic \$5.00.

C. The Town will provide a dental plan for employee, spouse, and/or dependent children. Any employee wishing to opt-out of the dental coverage provided by the Town may do so every January 1st with the employee being eligible for 50% of the previous year's premium cost for said employee. This reimbursement shall be paid on or before March 15th. This payment will be through payroll and subject to all applicable taxes.

D. The Town will continue to keep employees enrolled in the New Jersey Disability Insurance Program.

E. The Town will maintain Police Professional Liability Insurance coverage.

F. Under the Consolidated Omnibus Benefits Reconciliation Act (COBRA), employees may elect to retain full insurance coverage upon termination of employment at their own expense for a period of eighteen (18) months.

G. The employees covered by this Agreement shall be entitled to a reimbursement up to \$300.00 per calendar year provided by the employer for eye care and prescription eye wear of the employee and his/her dependent or a Vision Plan, which shall be agreed upon by the Town and Association.

ARTICLE XIX

PENSION

The employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the Statutes and laws of the State of New Jersey.

ARTICLE XX

SALARIES

A. 1. Effective and retroactive to January 1, 2020, 3.0% increase to base for each rank as follow:

<u>Classification</u>	<u>Salary</u>
Sergeant	\$112,670
Lieutenant	\$119,858
Captain	\$129,204

2. Effective January 1, 2021 3.0% increase to base for each rank as follows:

<u>Classification</u>	<u>Salary</u>
Sergeant	\$116,050
Lieutenant	\$123,454
Captain	\$133,080

3. Effective January 1, 2022, 4.0% increase to base for each rank as follows:

<u>Classification</u>	<u>Salary</u>
Sergeant	\$120,692
Lieutenant	\$128,392
Captain	\$138,404

4. Effective January 1, 2023, 4.0% increase to base pay for each rank as follows:

<u>Classification</u>	<u>Salary</u>
Sergeant	\$125,519
Lieutenant	\$133,528
Captain	\$143,940

B. Effective and retroactive to January 1, 2012, those officers assigned to the Detective Bureau shall receive an annual stipend of Two Thousand (\$2,000.00) dollars, which shall be included in their base pay rate. Any employee assigned to an outside agency in the capacity of a Detective or Investigator shall receive the stipend on a prorated basis over the time served in that capacity. Effective 1/1/20, the annual stipend shall be increased to \$3000.00.

ARTICLE XXI

LONGEVITY

A. All employees in the bargaining unit as of December 31, 2013 shall be paid, in addition to their base salary, longevity pay increments listed herein below:

<u>Years of Completed Service</u>	<u>Annual Increment</u>
Five	4.0% of annual base salary
Ten	5.0% of annual base salary
Fifteen	6.0% of annual base salary
Twenty or more	7.5% of annual base salary

All officers promoted into the SOA negotiations unit on or after January 1, 2014 shall be subject to the following longevity schedule (which shall be added to base pay but not compounded by subsequent salary increases):

Years of Completed Service	Sergeant	Lieutenant	Captain
5	\$3000	\$3250	\$3500
10	\$4750	\$5000	\$5250
15	\$6500	\$7000	\$7250
20	\$7500	\$8000	\$8600

Longevity shall continue to be paid in the same manner as the percentage-based longevity and shall be pensionable.

B. All employees who have completed the above required years of service during any pay period of the calendar year, shall be paid at the beginning of the next pay period a prorated sum of longevity as set forth in Section A above.

ARTICLE XXII

SHIFT COMMANDER PAY

A. In the event there is a temporary vacancy in the position of shift commander in the Patrol Division on any given shift, the Police Chief, or his designated representative shall attempt to fill such vacancy with a Superior Officer.

B. All employees assigned to duty by the Police Chief, or his designated representative, to serve as an officer in charge of a shift shall receive one and one-half times his hourly rate for the period of such assignment.

ARTICLE XXIII

TRAVEL ALLOWANCE

A. Meal allowances shall be adjusted to the following amounts effective January 1, 2002:

Breakfast	\$ 5.00
Lunch	\$10.00
Dinner	\$12.00

B. Mileage allowance

The Town will supply a travel vehicle in lieu of the mileage allowance. If a Town vehicle is not available, the unavailability of the Town vehicle shall not prevent the assignment from being performed and a mileage allowance shall be substituted at the IRS rate.

ARTICLE XXIV

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems, which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible so as to secure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

B. The term "grievance" as used herein means any controversy arising over the interpretation or application of the specific terms and conditions of this Agreement, and may be raised by an employee, the Association, or the Town.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent of the parties.

STEP ONE: An aggrieved employee shall institute action under the provisions hereof within **thirty** (30) days of the act being grieved in writing by the grievant setting forth: (1) the nature of the grievance; (2) the facts upon which it is based; (3) the provision of the agreement allegedly violated; and (4) the remedy requested, signed by him, and filed with the Chief of Police or other Town designated representative, shall render a decision in writing within seven (7) days from the receipt of the grievance.

STEP TWO: If the grievance is not settled by Step One, then within **ten** (10) days following the determination of the Chief of Police, or other designated representative, the matter shall be filed with the Mayor or its designee who shall render a decision in writing within ten (10) days from the receipt of the grievance.

STEP THREE:

1. If the grievance is not settled through Step One and Two, either the Association or the Town only, may refer the matter within **fourteen** (14) days after the determination by the Mayor or its designee to an arbitrator who shall be selected pursuant to the rules of the Public Employment Relations Commission.

2. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Mayor. In the event the aggrieved elects to pursue NJ State Civil Service Commission procedures, the arbitration hearing shall be canceled, and the matter withdrawn from arbitration. The Association shall pay whatever costs it may have incurred in processing the case to arbitration.

3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

4. The decision of the arbitrator shall be final and binding.

5. The cost for the services of the arbitrator shall be borne equally by the Town and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. The time limits set out herein shall be strictly adhered to, and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However, upon mutual consent of the parties, the time limits for any step may be extended or contracted.

ARTICLE XXV

ACTIONS AGAINST POLICEMEN

A. The Town shall provide necessary means for legal defense as required under N.J.S.A. 40A: 14-155 where actions are brought against a policeman arising out of or incidental to the performance of his duties, but not for his defense in a disciplinary or criminal proceeding instituted by the Town except to the extent required by said statute.

B. Any employee who otherwise would be eligible to be represented by the Town attorney for any civil or criminal proceeding in which he is involved shall have the option of choosing their own attorney provided that the employee agrees to pay any difference between the fee charged by the Town attorney and the attorney selected by the employee.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

If that any provision of this Agreement shall, at any time, be declared invalid by Legislative Acts or any Court of competent jurisdiction, or through Government regulation or decree, through other than municipal actions, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XXVII

MANAGEMENT RIGHTS

A. The Town hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the following rights.

1. To the executive management and administrative control of the Town Government and its properties and facilities, the activities of its employees.

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, except as specifically limited herein, and to promote and transfer employees.

3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Town, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable law.

C. The prerogatives and authority, which the Town has not officially abridged, delegated, or modified by this Agreement, are retained by the Town.

ARTICLE XXVIII

NO STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association and/or nor any person acting in its behalf will cause, authorize, condone,

or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action which interferes with the normal operation of the Town. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown, or other job action interfering with normal operations of the department, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be deemed grounds for disciplinary action of such employee or employees, subject however to the Grievance Procedure and the provisions of Title 40.

C. The Association will actively discourage any of its members, or person acting in their behalf, from taking part in any strike, slowdown, walkout or job action interfering with normal operations and will take whatever affirmative steps are necessary to prevent and terminate such illegal action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association, its members, or any person acting on its behalf.

ARTICLE XXIX

EXTRA CONTRACT AGREEMENTS

The Town agrees not to enter into any other Agreement or contract with employees covered by this Agreement, individually or collectively, or with any other organization which in

any way conflicts with the terms and provisions of this Agreement unless the Association agrees to any change in writing.

ARTICLE XXX

MUTUAL AID

A. Employees while rendering aid to another community are fully covered by Workmen's Compensation and Liability Insurance and pensions as provided by State Law.

B. If an employee shall render assistance to a law enforcement officer in another jurisdiction, while off duty, or act in his capacity as a police officer, he shall be considered for all purposes as being on duty and eligible for workmen's compensation if he is injured.

ARTICLE XXXI

RETENTION OF BENEFITS

The employer agrees that all benefits, terms and conditions of employment relating to the status of Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

ARTICLE XXXII

WORK SCHEDULES

A. 1. The authority to schedule work rests with the Town. A normal work year shall consist of a number of hours equal to eight (8) times the number of days in the given year excluding Saturdays and Sundays.

2. For all employees assigned to the Patrol Division, each tour of duty shall consist of twelve (12) hours. Employees covered by this work schedule shall be scheduled on

duty for four (4), twelve (12) hour tours of duty on four (4) consecutive days, then scheduled off duty for four (4) consecutive days. Administrative and Investigative personnel shall be scheduled on duty for a forty (40) hour work week.

3. The starting time of the “day shift” shall be 0700 hours. The stopping time for “day shift” shall be 1900 hours. The starting time for the “night shift” shall be 1900 hours. The stopping time for the “night shift” shall be 0700 hours.

B. The hourly rate for all employees will continue to be calculated by dividing their annual base salary by 2,080 hours.

C. Employees shall accrue hours to fulfill the requirements of the normal work year in the following manner:

1. Regular Schedule Duty – Actual hours spent on duty shall be credited to the fulfillment of the normal work year.

2. Training – Actual hours spent on assigned training shall be credited to the fulfillment of the normal work year.

D. Before any major change in the departmental work schedule is made, the Mayor, or other Town designated representative, shall meet with and explain the change to the two (2) designated representatives of the Association at least two weeks prior to the change.

ARTICLE XXXIII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to

negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE XXXIV

DUES DEDUCTIONS

A. Dues Deduction: Membership Dues

The Town agrees to deduct from the regular pay of any employees the dues of PBA Local 56. The payroll clerk shall process and forward such dues deductions to the treasurer of the PBA Local 56, which dues deduction shall commence not later than the second payroll period of the employee's membership and notice thereof to the Town.

B. Prior to the beginning of each year, the Association will notify the Town in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its members.

D. The Association shall indemnify and hold harmless the employer against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of, any action taken or not taken by the employer for the purposes of complying with any of the provisions of this Article.

ARTICLE XXXV

ACCESS TO PERSONNEL FOLDERS

A. Any employee shall have the right to inspect his personnel folder after reasonable notice to the Business Administrator during normal office hours in the presence of a designated superior officer.

B. Employees will be provided with a copy of material placed in their personnel folder. He shall be allowed to place in his folder a response of equal length of anything contained therein.

C. Each work performance evaluation shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form.

D. No document of anonymous origin shall be placed in any employee's file.

ARTICLE XXXVI

TERMS AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2020 and shall remain in effect to and including December 31, 2023 without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, unless some party or the other give notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. In the event such written notice is given, and a new contract is not signed before the expiration date of the old contract, said contract is to continue in full force and effect until a new contract is signed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at
Phillipsburg, New Jersey on this ____ day of _____, 2020.

SUPERIOR OFFICERS ASSOCIATION
PHILLIPSBURG POLICE DEPARTMENT

TOWN OF PHILLIPSBURG
COUNTY OF WARREN, NJ

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

WITNESS:

ATTEST:

By: _____

By: _____

R: 2019 - 237

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG,
COUNTY OF WARREN, STATE OF NEW JERSEY, PROVING A MEMORANDUM OF
UNDERSTANDING WITH THE PBA SUPERIOR OFFICER ASSOCIATION**

WHEREAS, the Town of Phillipsburg and the PBA Local No. 56 (SOA) have negotiated the terms to be incorporated into a successor agreement; and

WHEREAS, the terms have been reduced to writing, signed by the Mayor and the SOA and now need to be approved by the Council; and

WHEREAS, the terms are attached hereto in the form of a Memorandum of Understanding (MOU); and

WHEREAS, the Town Council desires to ratify the MOU.

NOW, THEREFORE, BE IT RESOLVED by Town Council of Phillipsburg, County of Warren, State of New Jersey, that the terms of the MOU in the form attached hereto are hereby approved.

BE IT FURTHER RESOLVED, that the Town Attorney is hereby authorized and directed to incorporate the terms of the MOU into a successor agreement.

CERTIFICATION

I, Victoria L. Kleiner, 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 December 17, 2019 meeting.

Victoria L. Kleiner
Municipal Clerk

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Phillipsburg ("Employer") and Patrolmen's Benevolent Association Local 56 Superior Officers Association (herein "SOA").

WHEREAS, the Employer and SOA are parties to a collective negotiations agreement that is effective from January 1, 2016 through December 31, 2019 ("2016-2019 Contract"); and

WHEREAS, the Employer and the SOA engaged in good faith negotiations and have reached agreement for a successor contract; and

WHEREAS, the negotiating committees for the Employer and SOA unanimously agree to recommend this agreement for ratification and approval; and

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

1. Except as herein modified, the terms and conditions set forth in the 2016-2019 Contract between the Employer and SOA shall remain in full force and effect.

2. GENERAL

A. Attorneys for the parties shall draft and review the successor agreement for typographical, grammatical and structural issues and shall make such non-substantive changes.

B. Correct all dates in contract to coincide with the new term.

3. ARTICLE VII, VACATIONS

* Increase each vacation level except for the first by 4 days eff. 1/1/20

4. ARTICLE X, SICK LEAVE

Change cash-in to 10 hours pay for each day cashed in.

5. ARTICLE XIV, CLOTHING

120319 SOA 56 MOA(2V) * The additional 4 vacation days granted on 1/1/20 will not be subject to cash-in. Thus for example, the must an officer who

Paragraph C: Increase to \$750.00.

6. ARTICLE XVIII, INSURANCE

Paragraph G: Increase \$200 to \$300.

7. ARTICLE XX, SALARIES

Paragraph A, implement the following increases to base pay:

1/1/20	3.0%
1/1/21	3.0%
1/1/22	4.0%
1/1/23	4.0%

Paragraph B: Increase stipend to \$3000.00.

8. ARTICLE XXXIV, TERM AND RENEWAL

January 1, 2020 through December 31, 2023.

9. This Agreement is subject to ratification by the SOA membership and the approval of the governing body of the Employer.

10. All other proposals of the parties not contained herein are deemed withdrawn.

FOR SOA LOCAL 56

LOCAL #56

A PRES.

John Maczko, President

Dated: 12/3/2019

FOR THE TOWN

Hon. Stephen Ellis, Mayor

Dated: 12-3-19

R-2020-146

**RESOLUTION OF THE TOWN OF PHILLIPSBURG,
AUTHORIZING THE PURCHASE THROUGH STATE CO-
OP OF MULCH FOR THE FIRTH AND GREEN
PLAYGROUNDS IN THE AMOUNT OF \$7,897.50 FROM
BEN SHAFFER RECREATION, INC.**

WHEREAS, the Town is in need of mulch for the Firth and Green playgrounds (“Project”); and

WHEREAS, Ben Shaffer Recreation, Inc. submitted a proposal through the co-op for the provision of mulch for the Project in the amount of \$7,897.50 via proposal dated July 29, 2020; and

WHEREAS, the Town Council believes it to be in the best interest of the Town to authorize the purchase of mulch from Ben Shaffer Recreation, Inc. in accordance with the proposal terms; and

WHEREAS, sufficient funding is available as evidenced by the attached certification of funds.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that the purchase of mulch for the Project from Ben Shaffer Recreation, Inc. in the amount not to exceed \$7,897.50 is hereby authorized.

IT IS FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract for same.

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 August 04, 2020.

Victoria L. Kleiner, Municipal Clerk

AVAILABILITY OF FUNDS CERTIFICATION

I, Robert J. Merlo, Chief Financial Officer of the Town of Phillipsburg do hereby certify as follows:

1. I have examined the accounts of the Town to determine if sufficient funds are available to award a contract for the following:

- A. Professional Services
 Materials, Supplies or Equipment
 Construction
 Capital
 Sick / Vacation Pay

B. Resolution # R:2020-146
 Description Mulch for Firth & Green St playgrounds

C. Vendor: Ben Shafer Recreation, Inc Vendor # 731

D. Vendor Address: PO Box 844 Lake Hopatcong, NJ 07849

E. Amount: \$ 7,897.50 Not to Exceed

 \$ 7,897.50

F. Project # _____

G. Purchase Order #: _____

H. Drawdown: Yes No

2. I have determined that funds are available as follows:

A. Fund:	<input checked="" type="checkbox"/> Recreation OE	Playground Safety Surface

B. Contingencies: Yes No

	Account Numbers	Account Titles	Amounts
(1)	<u>01-201-28-370-197</u>	<u>Playground Safety Surface</u>	\$ <u>7,897.50</u>
(2)	_____	_____	\$ -
(3)	_____	_____	\$ -
(4)	_____	_____	\$ -
		Total :	\$ <u>7,897.50</u>

3. Only amounts for the 2020 Budget Year have been certified.

Amounts for future years are contingent upon sufficient funds being appropriated.

Robert J Merlo

August 4, 2020

Robert J. Merlo, Chief Financial Officer

Date

Ben Shaffer Recreation Inc

PO Box 844
 Lake Hopatcong, NJ, 07849
 973-663-2021 Fax 973-663-4615
 1-800-953-2021
www.benshaffer.com



BEN
 SHAFFER
 RECREATION

Park, Playground & Streetscape Solutions
 Serving NJ Since 1921



Phillipsburg Recreation
 Donald Kophazy
 120 Filmore St
 Phillipsburg NJ. 08865

PROPOSAL

As requested, we are pleased to quote the following using Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS:

Date	Proposal #	Terms	Associate
7/29/2020	SHJTQ6150	Net 30	Scott Tumminello

Qty	Part #	Manufacturer	Description	List Price	Coop Price	Ext. Price
Green St Playground						
100	INST-DGLD0-1 00-NM	BSR-Install	CEWF - Blower Install 100 cy to Bergen, Essex, Hudson, Morris, Passaic, Sussex & Warren	\$51.65	\$51.65	\$5,165.00
Firth Playground						
50	INST-DGLD0-0 99-NM	BSR-Install	CEWF - Blower Install 50-99 cy to Bergen, Essex, Hudson, Morris, Passaic, Sussex & Warren	\$54.65	\$54.65	\$2,732.50
					Freight*	\$0.00
Project: Playground Surfacing					Total	\$7,897.50

*The above items are priced in accordance with Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 4-6 weeks after receipt of order.

IMPORTANT PAYMENT INFORMATION:

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Standard colors and finish are quoted unless noted. The final count is the responsibility of the contractor/purchaser. Sales tax will be added if applicable. Freight valid for 30 days.



SBE Certified

Yours truly, _____

Scott Tumminello
 Vice President, CPSI

R: 2020 - 147

A RESOLUTION OF Town of Phillipsburg AUTHORIZING THE PURCHASE OF ELECTRICITY SUPPLY SERVICES FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE

WHEREAS, Town of Phillipsburg has determined to move forward with the EMEX Reverse Auction in order procure electricity for Town of Phillipsburg; and

WHEREAS, the Local Government Electronic Procurement Act (P.L. 2018, c. 156) (the "Act") authorizes the purchase of electricity supply service for public use through the use of an online auction service; and

WHEREAS, Town of Phillipsburg will utilize the online auction services of EMEX, LLC, an approved vendor pursuant to the Act; and

WHEREAS, EMEX, LLC is compensated for all services rendered through the participating supplier that a contract is awarded to; and

WHEREAS, the auction will be conducted pursuant to the Act; and

WHEREAS, if the auction achieves a price of \$0.083/[kWh/therm] or less for a 12 month term, a price of \$0.084/[kWh/therm] or less for an 18 month term, a price of \$0.082/[kWh/therm] or less for a 24 month term; Town of Phillipsburg may award a contract to the winning supplier for the selected term.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the Town of Phillipsburg and The Town Clerk hereby is authorized to execute on behalf of the Town of Phillipsburg any electricity contract proffered by the participating supplier that submits the winning bid in the EMEX Reverse Auction if the auction achieves a price of \$0.083/[kWh/therm] or less for a 12 month term, a price of \$0.084/[kWh/therm] or less for an 18 month term, a price of \$0.082/[kWh/therm] or less for a 24 month term; Town of Phillipsburg may award a contract to the winning supplier for the selected term.

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 August 04, 2020.

Victoria L. Kleiner, Municipal Clerk

R: 2020-148

A RESOLUTION OF Town of Phillipsburg (Lighting Accounts) AUTHORIZING THE PURCHASE OF ELECTRICITY SUPPLY SERVICES FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE

WHEREAS, Town of Phillipsburg (Lighting Accounts) has determined to move forward with the EMEX Reverse Auction in order procure electricity for Town of Phillipsburg (Lighting Accounts); and

WHEREAS, the Local Government Electronic Procurement Act (P.L. 2018, c. 156) (the "Act") authorizes the purchase of electricity supply service for public use through the use of an online auction service; and

WHEREAS, Town of Phillipsburg (Lighting Accounts) will utilize the online auction services of EMEX, LLC, an approved vendor pursuant to the Act; and

WHEREAS, EMEX, LLC is compensated for all services rendered through the participating supplier that a contract is awarded to; and

WHEREAS, the auction will be conducted pursuant to the Act; and

WHEREAS, if the auction achieves a price of \$0.052/[kWh/therm] or less for a 12 month term, a price of \$0.053/[kWh/therm] or less for an 18 month term, a price of \$0.051/[kWh/therm] or less for a 24 month term; Town of Phillipsburg (Lighting Accounts) may award a contract to the winning supplier for the selected term.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the Town of Phillipsburg (Lighting Accounts) be and the Town Clerk hereby is authorized to execute on behalf of the Town of Phillipsburg (Lighting Accounts) any electricity contract proffered by the participating supplier that submits the winning bid in the EMEX Reverse Auction if the auction achieves a price of \$0.052/[kWh/therm] or less for a 12 month term, a price of \$0.053/[kWh/therm] or less for an 18 month term, a price of \$0.051/[kWh/therm] or less for a 24 month term; Town of Phillipsburg (Lighting Accounts) may award a contract to the winning supplier for the selected term.

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 August 04, 2020.

Victoria L. Kleiner, Municipal Clerk

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, REQUESTING PERMISSION FOR THE DEDICATION BY RIDER TO THE BUDGET OF THE TOWN OF PHILLIPSBURG FOR ANTICIPATED REVENUE DERIVED FROM THE COLLECTION OF RECREATION FEES AND THE DONATION OF FUNDS FOR RECREATION PURPOSES .

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as to the dedication by rider of revenues received by a municipality where the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, the Town of Phillipsburg is anticipating revenue from the imposition of fees for use of its recreational facilities, among other things, associated with the recreation department; and

WHEREAS, the Town of Phillipsburg also anticipates revenue from the donation of funds to the Town for recreational use; and

WHEREAS, N.J.S.A. 40A:4-39 provides that dedicated revenues anticipated from the collection of fees associated with the Recreation Department as well as the donation of funds to the Town for recreational purposes are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures out of the Recreation Fund as outlined above.
2. The Clerk of the Town of Phillipsburg, County of Warren is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

CERTIFICATION

I, Victoria L. Kleiner, 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 August 04, 2020 meeting.

Victoria L. Kleiner, Municipal Clerk

R: 2020 - 150

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG,
COUNTY OF WARREN, STATE OF NEW JERSEY, APPROVING A MEMORANDUM
OF UNDERSTANDING WITH THE COUNTY OF WARREN FOR COMMUNICATION
EQUIPMENT**

WHEREAS, the Town of Phillipsburg and the County of Warren have negotiated an agreement covering the placement and relocation of emergency communication systems and generators as evidenced in the Memorandum of Understanding attached hereto; and

WHEREAS, the Town Council desires to ratify the MOU.

NOW, THEREFORE, BE IT RESOLVED by Town Council of Phillipsburg, County of Warren, State of New Jersey, that the terms of the MOU in the form attached hereto are hereby approved.

BE IT FURTHER RESOLVED, that the Town Attorney is hereby authorized and directed to incorporate the terms of the MOU into an agreement.

CERTIFICATION

I, Victoria L. Kleiner, 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 August 04, 2020 meeting.

Victoria L. Kleiner
Municipal Clerk

R: 2020-151

**A RESOLUTION AWARDING PURCHASES
UNDER NEW JERSEY STATE CONTRACT**

WHEREAS, the State of New Jersey adopted legislation which requires all municipalities who purchase under New Jersey State Contract to award said purchases by resolution and contract,

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg that the following purchases under New Jersey State Contract are hereby authorized:

Purchase of Fire Clothing	State Contract#17- FLEET-00819
New Jersey Fire Equipment Co. 119-131 Route 22 East Green Brook, NJ 08812	Fire Department Equipment

13 Scott # 804722-01, 4500 psi, 45 Minute Carbon Wrap SCBA Cylinders, with CGA Valve, 15-year Service Life

Price \$1456.30 Each – Total \$18,930.60

CERTIFICATION

I, Victoria L. Kleiner, Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of resolution duly adopted by the Town Council at their August 04, 2020 meeting.

Victoria L. Kleiner, RMC

R: 2020-152

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR
PROFESSIONAL SERVICES WITH PHOENIX ADVISORS, LLC
FOR FINANCIAL ADVISORY SERVICES**

WHEREAS, the Town of Phillipsburg has a need to obtain financial advisory services in connection with assistance, analysis and recommendations related to the RAB issuance/PILOT payment implementation and financial analysis regarding the free public library; 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, Phoenix Advisors, LLC submitted a proposal dated July 29, 2020, to provide the aforementioned services; and

WHEREAS, the value of these services will be \$10,000 (to be paid out of the developer escrow) for assistance with RAB implementation and \$1,500 for a financial analysis regarding the library as evidenced in the attached proposal; and

WHEREAS, the Town Council finds it to be in the best interest of the Town of Phillipsburg to authorize said work, which 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 Phoenix Advisors, LLC as described therein, subject to the certification of funds, **NOT TO EXCEED** \$11,500.00 without further authorization from the Council.

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 August 04, 2020.

Victoria L. Kleiner, Municipal Clerk

AVAILABILITY OF FUNDS CERTIFICATION

I, **Robert J. Merlo**, Chief Financial Officer of the Town of Phillipsburg do hereby certify as follows:

1. I have examined the accounts of the Town to determine if sufficient funds are available to award a contract for the following:

- A. Professional Services
 Materials, Supplies or Equipment
 Construction
 Capital
 Sick / Vacation Pay

B. Resolution # R:2020-152
 Description Financial Advisory Service

C. Vendor: Phoenix Advisors, LLC Vendor # 731

D. Vendor Address: 625 Farnsworth Ave Bordentown, NJ 08505

E. Amount: \$ 10,000.00 **Not to Exceed**
 \$ 1,500.00 **Not to Exceed**
 \$ 11,500.00

F. Project # _____

G. Purchase Order #: _____

H. Drawdown: Yes No

2. I have determined that funds are available as follows:

A. Fund:	<input checked="" type="checkbox"/> Planning Board Trust	Bridge Developers Escrow
	<input checked="" type="checkbox"/> Legal Services	Municipal Financial Advisors

B. Contingencies: Yes No

	Account Numbers	Account Titles	Amounts
(1)	<u>12-288-56-102-001</u>	<u>Bridge Development Escrow</u>	<u>\$ 10,000.00</u>
(2)	<u>01-201-20-155-206</u>	<u>Municipal Financial Advisors</u>	<u>\$ 1,500.00</u>
(3)	_____	_____	<u>\$ -</u>
(4)	_____	_____	<u>\$ -</u>
		Total :	<u><u>\$ 11,500.00</u></u>

3. Only amounts for the 2020 Budget Year have been certified.

Amounts for future years are contingent upon sufficient funds being appropriated.

Robert J Merlo

August 4, 2020

Robert J. Merlo, Chief Financial Officer

Date



July 29, 2020

Robert J. Merlo
Chief Financial Officer
Town of Phillipsburg
120 Filmore Street
Phillipsburg, NJ 08865

Re: Engagement Letter for 2020 Municipal Advisory Services

Dear Mr. Merlo:

Phoenix Advisors, LLC, an independent Municipal Advisor registered with the Securities & Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), under an agreement dated January 1, 2020, has been appointed as Municipal Advisor by the Town of Phillipsburg.

Now that you have asked Phoenix Advisors to perform specific municipal advisory services relating to the projects referenced below, we are providing you with this engagement letter detailing our proposed compensation.

1. \$1,000,000 Redevelopment Area Bonds, Series 2020 issued in connection with the I-78 Logistics Park II Phillipsburg Urban Renewal Entity, LLC Phase 1 PILOT Program. Our services include: structuring of the bonds, financial analysis, participation on conference calls and preparation of the Local Finance Board Application.....\$10,000 (to be paid by the Developer escrow)
2. Financial analysis regarding comparison of cost between Phillipsburg Library and County Library. Our services include: financial analysis, participation on conference calls and/or meetings, review of agreements and preparation of tax impact.....\$1,500 (flat fee)

We are further required by regulators to have written evidence in our files that you acknowledge, understand and have agreed to our engagement. Please sign below and return a copy to us, by email attachment or by regular mail, at your earliest convenience. Thank you.

Sincerely,

Bryan Morris, Director

Acknowledgement,

By: _____

TOWN OF PHILLIPSBURG

R: 2020-153

**A RESOLUTION AWARDING PURCHASES
UNDER NEW JERSEY STATE CONTRACT**

WHEREAS, the State of New Jersey adopted legislation which requires all municipalities who purchase under New Jersey State Contract to award said purchases by resolution and contract,

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg that the following purchases under New Jersey State Contract are hereby authorized:

Purchase of Fire Clothing	State Contract#20-FLEET-01124
New Jersey Fire Equipment Co. 119-131 Route 22 East Green Brook, NJ 08812	Fire Department Equipment

3- Cairns, #C-TRD-11121222100-1010 Helmet, NFPA/NJPEOSHA, per quote as of July 24, 2020

Price \$403.95. Each Total \$1211.85

CERTIFICATION

I, Victoria L. Kleiner, Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of resolution duly adopted by the Town Council at their August 04, 2020 meeting.

Victoria L. Kleiner, RMC

R: 2020 - 154

**A RESOLUTION OF THE TOWN OF PHILLIPSBURG,
COUNTY OF WARREN, STATE OF NEW JERSEY,
AUTHORIZING THE EXPENDITURE OF NOT TO
EXCEED \$6,930.00 FOR REPLACEMENT OF SLUDGE
TRANSFER PUMP NO. 2**

WHEREAS, Penn Valley Pump Co., Inc. has submitted a proposal dated May 15, 2020 in the amount NOT TO EXCEED \$6,930.00 to replace the Sludge Transfer Pump at the Town's Wastewater Treatment Plant (the "Project"); and

WHEREAS, the Town Council desires to approve the proposal, a copy of which is attached hereto, and authorize the Project in an amount NOT TO EXCEED \$6,930.00; and

WHEREAS, sufficient funds are available as evidenced by the attached certification of funds.

NOW THEREFORE IT BE RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that the Town Council hereby approves the proposal dated May 15, 2020 in an amount not to exceed \$6,930.00.

CERTIFICATION

I, Victoria L. Kleiner, 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 August 04, 2020 meeting.

Victoria L. Kleiner
Municipal Clerk

AVAILABILITY OF FUNDS CERTIFICATION

I, Robert J. Merlo, Chief Financial Officer of the Town of Phillipsburg do hereby certify as follows:

1. I have examined the accounts of the Town to determine if sufficient funds are available to award a contract for the following:

- A. Professional Services
 Materials, Supplies or Equipment
 Construction
 Capital
 Sick / Vacation Pay

B. Resolution # R:2020-154
 Description Replacement of Sludge Transfer Pump No. 2

C. Vendor: Penn Valley Pump Vendor # 1162

D. Vendor Address: 998 Easton Rd Warrington, PA 18976

E. Amount: \$ 6,930.00 Not to Exceed

\$ 6,930.00

F. Project # _____

G. Purchase Order #: _____

H. Drawdown: Yes No

2. I have determined that funds are available as follows:

A. Fund:	<input checked="" type="checkbox"/> Sewer Capital	O:2019-16 Various Imp & Acq

B. Contingencies: Yes No

	Account Numbers	Account Titles	Amounts
(1)	<u>08-216-55-575-001</u>	<u>O:2019-16 Various Imp & Acq</u>	<u>\$ 6,930.00</u>
(2)	_____	_____	<u>\$ -</u>
(3)	_____	_____	<u>\$ -</u>
(4)	_____	_____	<u>\$ -</u>
		Total :	<u>\$ 6,930.00</u>

3. Only amounts for the 2020 Budget Year have been certified.
 Amounts for future years are contingent upon sufficient funds being appropriated.

Robert J Merlo

August 4, 2020

Robert J. Merlo, Chief Financial Officer

Date

RESOLUTION OF THE TOWN OF PHILLIPSBURG AUTHORIZING THE TRANSFER OF CERTAIN AGREEMENTS WITH I-78 LOGISTICS PARK II PHILLIPSBURG URBAN RENEWAL, LLC TO PR I-78 LOGISTICS 1000 RAND (BUILDING 3) URBAN RENEWAL, LLC, PR I-78 LOGISTICS 2000 RAND (BUILDING 5) URBAN RENEWAL, LLC, AND PR I-78 LOGISTICS 4000 ADDISON (BUILDING 6) URBAN RENEWAL, LLC

WHEREAS, I-78 Logistics Park II Phillipsburg Urban Renewal, LLC (the “Assignor”) has entered into a Purchase and Sale Agreement (the “PSA”) with: (1) PR I-78 Logistics 1000 Rand (Building 3) Urban Renewal, LLC; (2) PR I-78 Logistics 2000 Rand (Building 5) Urban Renewal, LLC; and, (3) PR I-78 Logistics 4000 Addison (Building 6) Urban Renewal, LLC (collectively referred to as the “Assignees”); and

WHEREAS, pursuant to the PSA Assignees are purchasing real property from Assignor, which real property is designated as Block 3401, Lots 6, 7 & 8 on the official tax map of the Town of Phillipsburg, Warren County, New Jersey (the “Real Property”) and which Real Property comprises the Phase 1 Project as defined in the Phase 1 Amended and Restated Redevelopment Agreement, the Phase 1 Amended and Restated Financial Agreement and the Phase 1 Amended and Restated Special Assessment Agreement; and

WHEREAS, in connection with the redevelopment of the Real Property, Assignor entered into the Phase 1 Amended and Restated Redevelopment Agreement dated September 18, 2019 with the Town governing the development of the Real Property, (the “Redevelopment Agreement”);

WHEREAS, in connection with the redevelopment of the Real Property, Assignor entered into the Phase 1 Amended and Restated Financial Agreement dated September 18, 2019 with the Town granting a 30 Year Long Term Tax Exemption to the Assignor pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, *et. seq.* (the LTTE”) and providing for the payment of an annual service charge in lieu of conventional real estate taxes (the “Financial Agreement”); and

WHEREAS, in connection with the redevelopment of the Real Property and the Phase 1 Amended and Restated Financial Agreement, Assignor entered into the Financial Agreement with the Town for the cost of certain Infrastructure Improvements as defined in the Phase 1 Amended and Restated Special Assessment Agreement dated September 18, 2019 and in conjunction with the issuance of non-recourse bonds pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 *et seq.* for such Infrastructure Improvements (the “Special Assessment Agreement” and together with the “Redevelopment Agreement” and the “Financial Agreement” are collectively the “Town Agreements”); and

WHEREAS, Assignor desires and intends to transfer its rights, duties and obligations under the Redevelopment Agreement, the Financial Agreement and the Special Assessment Agreement to Assignees, and Assignees desire and intend to assume the same; and

WHEREAS, Assignor and Assignees will, upon approval by the Town as to the transfer, enter into an Assignment and Assumption Agreement whereby Assignor shall assign all of Assignor's right, title and interest in and to the Town Agreements to Assignees and Assignees shall accept such assignment, and assume the obligations of Assignor under the Town Agreements;

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Phillipsburg, in the County of Warren, New Jersey as follows:

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. TRANSFERS APPROVED

- (A) The Town hereby determines that Assignor and Assignees have complied with the requirements for transfer set forth in the Redevelopment Agreement, that there have been no events of default or violations of the terms of the Redevelopment Agreement, and hereby consents to the transfer of Assignor's interest in the Redevelopment Agreement with respect to the Project, and all rights, duties and obligations of Assignor with respect to the Project thereunder, to Assignees. The Town hereby further agrees and acknowledges that upon execution of such transfer to Assignees, Assignor shall be and is hereby released from all duties and obligations existing under the Redevelopment Agreement with respect to the Project.
- (B) The Town hereby determines that Assignor and Assignees have complied with the requirements for transfer set forth in the Financial Agreement, that there have been no events of default or violations of the terms of the Financial Agreement, and hereby consents to the transfer of Assignor's interest in the Financial Agreement with respect to the Project, and all rights, duties and obligations of the Assignor with respect to the Project thereunder, to Assignees. The Town hereby further agrees and acknowledges that upon execution of such transfer to Assignees, Assignor shall be and is hereby released from all duties and obligations existing under the Financial Agreement with respect to the Project. Additionally, now that the core and shell of the Phase I buildings have been completed and the final as built square footage of those buildings is known, the Annual Service Charge and Pledged Annual Service Charge for the Phase I buildings may be determined with certainty and pursuant and in accordance with the terms of the Financial Agreement shall be in the amounts set forth on the attached **SCHEDULE 1**.

- (C) The Town hereby determines that Assignor and Assignees have complied with the requirements for transfer set forth in the Special Assessment Agreement, that there have been no events of default or violations of the terms of the Special Assessment Agreement, and hereby consents to the transfer of Assignor's interest in the Special Assessment Agreement with respect to the Project, and all rights, duties and obligations of Assignor with respect to the Project thereunder, to Assignees.

III. MAYOR AUTHORIZED AND DIRECTED

The Mayor, in consultation with the Town attorney, professionals and consultants, is authorized to execute and deliver the Assignment and Assumption in a form substantially similar to the form attached hereto as **EXHIBIT A**, and, any documents or agreements necessary and/or reasonably required to effectuate the purpose and intent of this Resolution and the transfers authorized herein. The Mayor is further hereby authorized to take all steps necessary to negotiate and execute any additional documents or agreements, perform such other actions, and undertake all actions reasonably necessary to effectuate the purpose and intent of this Resolution and the transfers authorized herein.

IV. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity shall not affect the remaining parts of this Resolution.

V. AVAILABILITY OF THE RESOLUTION

A copy of this Resolution shall be available for public inspection at the offices of the Town.

VI. EFFECTIVE DATE

This Resolution shall take effect immediately.

SCHEDULE 1

Schedule of Annual Service Charges

EXHIBIT A

Form of Assignment and Assumption

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 August 04, 2020.

Victoria L. Kleiner, Municipal Clerk