

TOWN OF PHILLIPSBURG
TOWN COUNCIL MEETING
TUESDAY, AUGUST 18, 2020 AMENDED AGENDA
via ZOOM
7:00 P.M.

Join Zoom Meeting August 18, 2020
<https://us02web.zoom.us/j/82477919412>

Meeting ID: 824 7791 9412
Passcode: pburg
One tap mobile
+13017158592,,82477919412#,,,,,0#,,463050# US (Germantown)
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+1 301 715 8592 US (Germantown)
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+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
Meeting ID: 824 7791 9412
Passcode: 463050
Find your local number: <https://us02web.zoom.us/u/kd5XVLAEIC>

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 18, 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**

TC Meeting – August 4, 2020

6. **PAYMENT OF BILLS**

7. **EXECUTIVE SESSION**

R: 2020- 164

A RESOLUTION TO PROVIDE FOR AN EXECUTIVE MEETING OF THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG FOR THE PURPOSE OF CONSIDERING
Litigation – action may be taken

8. **DISCUSSION** – Recreation program updates – Superintendent Kophazy

9. **PUBLIC COMMENT ON AGENDA ITEMS**

10. **ORDINANCES – SECOND READING**

O: 2020- 17 (First Reading 07-21-2020 – Second Reading 08-18-2020)
AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AMENDING THE SALARY RANGE FOR THE POSITION OF BUSINESS ADMINISTRATOR

O:2020-20 (First Read 08-04-2020 – Second Reading 08-18-2020)
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

10A. **ORDINANCES — FIRST READING -** NONE

11. **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 – 156 A

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING THE EXPENDITURE OF NOT TO EXCEED \$38,000.00 FOR PROPHYLAXIS ODOR CONTROL

R: 2020-157

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING THE EXPENDITURE OF NOT TO EXCEED \$35,000.00 FOR PROPHYLAXIS ODOR CONTROL

R: 2020 - 157

A RESOLUTION IMPOSING LIEN FOR MUNICIPAL SERVICES

R: 2020 -158

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING THE REFUND OF DEPOSIT FOR RESERVATION OF THE PAVILLION

R: 2020-159

A RESOLUTION AWARDED PURCHASES UNDER NEW JERSEY STATE CONTRACT (Fire Dept)

R: 2020-160

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

R-2020-161

RESOLUTION OF THE TOWN OF PHILLIPSBURG, AWARDED A CONTRACT FOR THE 2020 ROAD IMPROVEMENT PROJECT PHASE 2 SANITARY AND STORMWATER INSPECTION

R: 2020 – 162

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH WARREN COUNTY REGARDING THE REPAYMENT OF LIBRARY FEDERATION MONIES

R: 2020-163

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, APPROVING A CHANGE ORDER REQUEST IN THE AMOUNT OF \$70,188.21 AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$107,708.67 FOR THE HECKMAN STREET PHASES 3&4 PROJECT

12. **NEW BUSINESS**

Motion – referral to the planning board to amend the redevelopment plan

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

R: 2020-145 (Tabled 08-04-2020)

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

14. **MAYOR AND ADMINISTRATIVE REPORTS**

Mayor Tersigni - has a report

15. **PUBLIC PETITIONS**

16. **COUNCIL OPEN TIME**

17. **MOTIONS**

19. **ADJOURNMENT**

**Bill List Summary
REGULAR BILL LIST AS OF AUGUST 18, 2020**

		<u>Check No</u>
1	Current Fund	1,169,069.49
2	State & Federal Grants	34.99
4	Capital Fund	97,042.27
7	Sewage Utility Fund	211,961.55
8	Sewage Capital Fund	103,449.20
12	Planning Board Trust Fund	16,598.50
12	Bridge Development	0.00
13	Dog Trust Fund	0.00
15	Public Defender Trust Fund	0.00
16	Section 8	551.48
17	General Trust Fund	1,660.49
17	Commerce Park Redevelopment	0.00
18	Bernards Township RCA	0.00
20	Agency Fund	256.88
21	Revolving Loan Fund	0.00
Total Regular Bill List as AUGUST 18, 2020		1,600,624.85

Section 8 Rent Payments for 2020

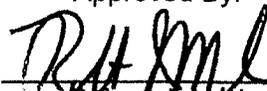
16	Section 8 Program	155,572.00
Total Section 8 Rent Payments		155,572.00

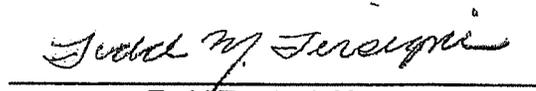
Pre-Paid Bill List as of AUGUST 18, 2020

1	Current Fund	587,110.93
2	State & Federal Grants	0.00
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	157,130.26
21	Revolving Loan Fund	0.00
Total Pre-Paid Bill List for AUGUST 18, 2020		744,241.19

Grand Total All Funds 2,500,438.04

Approved By:


Robert J. Merlo, CFO


Todd Tersigni, Mayor

List of Bills - CLAIMS CHECKING ACCOUNT
Meeting Date: 08/18/2020 For bills from 08/05/2020 to 08/18/2020

Check#	Vendor	Description	Payment	Check Total
79792	16 - J C P L	PO 33756 6/24/20-7/29/20 Services as per Billings	2,142.04	2,142.04
79793	73 - GENERAL SUPPLY CO	PO 33640 Keys for garage	39.50	39.50
79794	78 - AQUA NEW JERSEY, INC	PO 33757 Service as per billings - 7/6/20-8/5/20	75.53	75.53
79795	81 - P H BARRON WELDING	PO 33526 Weld repairs for vacuum	125.00	
		PO 33528 Repairs for Truck #25	650.00	
		PO 33622 Weld air tank	375.00	
		PO 33647 Weld patch plate for garbage truck #28	1,050.00	2,200.00
79796	86 - M.R. PURDY	PO 33690 FIRE EXTINGUISHER RECHARGE	150.00	
		PO 33693 RECHARGE 2 FIRE EXTINGUISHER	90.00	240.00
79797	88 - DELTA DENTAL OF NJ INC	PO 33671 August Dental Payment - Group #03947-000	227.67	
		PO 33671 August Dental Payment - Group #03947-000	3,707.24	3,934.91
79798	88 - DELTA DENTAL OF NJ INC	PO 33672 August Dental Payment - Group #03947-000	87.48	
		PO 33672 August Dental Payment - Group #03947-000	9.58	
		PO 33672 August Dental Payment - Group #03947-000	1,151.91	
		PO 33672 August Dental Payment - Group #03947-000	256.88	
		PO 33672 August Dental Payment - Group #03947-000	34.99	1,540.84
79799	99 - FISK CAMERA SHOP	PO 33417 Nikon D3500 Camera	399.95	399.95
79800	130 - CINTAS FAS LOCKBOX 636525	PO 33614 AED Agreement	436.00	436.00
79801	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 33219 Professional services rendered for March	240.00	240.00
79802	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 33698 Professional services rendered for June	120.00	120.00
79803	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 33699 Professional services rendered for June	436.00	436.00
79804	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 33730 Professional Services Rendered	15,802.50	15,802.50
79805	173 - T & H AUTOMOTIVE INC	PO 33617 Repairs for police cars	555.00	
		PO 33655 A/C check for 94-18	967.72	
		PO 33656 Charge A/C for 94-26	200.00	1,722.72
79806	182 - BRUCE H NOLF	PO 33624 June Blanket Purchase Order	184.83	184.83
79807	215 - NAZARETH FORD INC	PO 33633 Parts for police car	516.00	516.00
79808	284 - EAGLE EQUIPMENT INC	PO 33616 Repairs for sewer vactor	9,412.04	9,412.04
79809	288 - H.T. LYONS, INC	PO 33530 Repairs for boiler at Town Garage	3,065.20	3,065.20
79810	293 - POWER PLACE INC	PO 33613 Parts for mower	268.08	
		PO 33631 Parts for public works equipment	88.38	356.46
79811	345 - N J FIRE EQUIPMENT	PO 33635 Purchase of Traffic Cones w/ LED Lights	375.00	375.00
79812	373 - VASSO WASTE SYSTEMS, INC	PO 33529 Parts for sanitation trucks	1,876.93	1,876.93
79813	386 - RR DONNELLEY	PO 33436 Certified Paper - Registrar's Office	294.00	294.00
79814	413 - ALTEK BUSINESS SYS INC	PO 33691 copier lease agreement	219.25	219.25
79815	424 - KEITH GARGONE	PO 33668 Staff/Volunteer T-shirts for Recreation	481.00	481.00
79816	427 - VICTORIA KLEINER	PO 33735 Petty Cash Fund - Clerk's Office	150.69	150.69
79817	436 - MOBILE LIFTS, INC	PO 33619 ANSI Inspection for bucket truck	998.00	998.00
79818	440 - NJ DCA DIV CODES & STANDARDS	PO 33692 2nd Qrt State Training Fee	3,092.00	3,092.00
79819	452 - BOARD OF EDUCATION	PO 33752 Board of Education - General Fund	1,043,826.08	1,043,826.08
79820	499 - NATURAL SYSTEMS UTILITIES	PO 33562 NSU share of septic as per agreement	16,230.25	16,230.25
79821	499 - NATURAL SYSTEMS UTILITIES	PO 33654 August Service Fee	178,570.96	178,570.96
79822	499 - NATURAL SYSTEMS UTILITIES	PO 33731 NSU share of septic as per agreement	13,988.09	13,988.09
79823	546 - GRAPHIC ACTION INC	PO 33491 Printed Envelopes for different depts.	1,195.00	
		PO 33491 Printed Envelopes for different depts.	239.00	1,434.00
79824	606 - FEDEX CUSTOM CRITICAL	PO 33669 Overnight delivery (Angela Hoadley)-Drag	121.64	121.64
79825	656 - VERIZON WIRELESS	PO 33755 7/2/20-8/1/20 services as per billings	2,006.50	2,006.50
79826	670 - BLOCK LINE SYSTEMS LLC	PO 33754 Local & Long distance Telecommunications	682.63	682.63
79827	687 - INDUSTRIAL COMMUNICATIONS INC	PO 33568 Police & Fire Radio Maintenance Contract	500.00	
		PO 33636 Repair of Light Bar on 94-67	270.00	
		PO 33637 Purchase of Batteries & Antennas for Por	600.00	
		PO 33673 Repair of Portable Radio	105.00	
		PO 33687 Replace radio in 94-10	135.00	
		PO 33696 Replace radio in 94-14	90.00	1,700.00
79828	731 - BEN SHAFFER RECREATION INC	PO 33598 basketball supplies	1,327.82	
		PO 33599 Black wear mat - Swing mat for Firth pla	445.00	1,772.82
79829	756 - WM RECYCLE AMERICA LLC	PO 33727 Recycling fees	8,159.38	8,159.38
79830	834 - READYREFRESH BY NESTLE	PO 33706 Water Rental	27.92	27.92
79831	863 - SYNCHRONY BANK	PO 33728 Sanitizing Wands	416.79	416.79
79832	941 - RUSSELL REID WST HAUL/DISP.SVC INC	PO 33533 Temporary restroom - Boat Ramp	102.00	
		PO 33638 Temporary restroom - Boat Ramp	102.00	204.00
79833	953 - NORTHEAST PARTS GROUP LLC	PO 33632 Parts for public works vehicles	545.65	
		PO 33657 Parts for public works vehicles	695.23	1,240.88
79834	972 - BLOSKY & ASSOCIATES LLC	PO 33484 Services	225.00	225.00
79835	974 - ROUTE 12 WASH & GAS INC	PO 33588 June Car Washes	66.55	66.55
79836	1001 - TIAA COMMERCIAL FINANCE INC	PO 33688 LEASE COPIER AGREEMENT 3 COPIERS	313.78	313.78
79837	1059 - M & W COMMUNICATIONS INC	PO 33600 Wire for radio install into new vehicle	181.45	181.45
79838	1100 - ADVANCE LOCAL HOLDINGS CORP	PO 33734 Notice to Bidders/Notice to Bidders/Publ	1,163.60	1,163.60
79839	1108 - OFFICE CONCEPTS GROUP INC	PO 33697 Lorell Fortress series storage cabinet 3	399.99	399.99

List of Bills - CLAIMS CHECKING ACCOUNT
 Meeting Date: 08/18/2020 For bills from 08/05/2020 to 08/18/2020

Check#	Vendor	Description	Payment	Check Total
79840	1108 - OFFICE CONCEPTS GROUP INC	PO 33745 Purchase of Disinfectant Wipes	164.70	164.70
79841	1111 - DONNA JOHNSON	PO 33733 Services	100.00	100.00
79842	1155 - FERGUSON WATERWORKS	PO 33547 Pipe for sewer lines	265.42	
		PO 33743 Pipe for sewer line repairs	136.08	401.50
79843	1169 - REUTER & HANNEY INC	PO 32861 Cert of Funds - Installation Surge Prote	17,081.40	17,081.40
79844	1180 - SERVICE ELECTRIC CABLE TV AND COMMUNICAT	PO 33644 Fiber Circuit for Communications	1,440.00	
		PO 33645 Fiber Circuit for Communications	1,440.00	
		PO 33753 8/1-8/31 service as per billing	77.25	2,957.25
79845	1196 - ANDREW MELENDEZ	PO 33516 A. Melendez Mileage	320.84	320.84
79846	1204 - MAXX'S FLEET REPAIRS LLC	PO 33625 Repair lightbar/spot light for 94-18	1,376.78	1,376.78
79847	1210 - R.O.K. INDUSTRIES INC	PO 33676 COF - R:2010-101 Electronic Tax Sale	2,085.00	
		PO 33676 COF - R:2010-101 Electronic Tax Sale	1,290.00	3,375.00
79848	1492 - OPDYKE'S SERVICES	PO 33618 Parts for sanitation trucks	54.91	54.91
79849	1679 - CHRIN'S BROS INC	PO 33555 July Blanket Purchase Order	48,484.44	48,484.44
79850	1681 - BOROUGH OF ALPHA	PO 33111 Cert of Funds - Shared service w/Alpha f	6,875.00	6,875.00
79851	1758 - METZ INC	PO 33629 A/C repairs for Fire Central	791.78	791.78
79852	1797 - SERVICE TIRE TRUCK CENTER	PO 33541 Tires for public works	273.00	
		PO 33552 Tires for police cars	361.60	
		PO 33621 Tires for police cars	361.60	
		PO 33639 Tire repairs	525.16	
		PO 33658 Flat tire repairs	39.00	1,560.36
79853	1867 - TREASURER STATE OF NJ	PO 33623 Stormwater Discharge Perzmit	4,050.00	4,050.00
79854	1936 - NATIONAL WATER MAIN CLEANING	PO 33749 COF 2020-106 Sanitary & SW Inspection	76,468.80	
		PO 33749 COF 2020-106 Sanitary & SW Inspection	63,042.27	139,511.07
79855	1954 - SUMMIT DOOR LLC	PO 33630 Repairs for #1 firehouse	839.50	839.50
79856	1971 - FASTENAL CO	PO 33549 Parts for sanitation trucks	474.80	
		PO 33550 Speedy dri	608.02	1,082.82
79857	2013 - PUBLIC SAFETY CENTER INC	PO 33140 COVID-19 SUPPLIES	579.00	
		PO 33224 Purchase of N-95 Masks--COVID-19 Supplie	500.00	1,079.00
79858	2048 - S. ROTONDI & SONS, INC	PO 32887 Tree recycling	150.00	150.00
79859	2066 - BOYER SWIMMING POOLS, INC	PO 33610 R2020-138 COF Design Services for Municipi	34,000.00	34,000.00
79860	2331 - REMINGTON & VERNICK ENGINEERS	PO 31035 Cert of Funds - Replacement-Sewer Mains	700.50	700.50
79861	2331 - REMINGTON & VERNICK ENGINEERS	PO 33106 Cert of Funds - Prof Svcs-Sewer Engineer	5,382.00	5,382.00
79862	2331 - REMINGTON & VERNICK ENGINEERS	PO 33107 Cert of Funds - Svcs Pburg Sanitary Sewe	3,816.50	3,816.50
79863	2349 - GARY'S TIRE	PO 33627 Tire recycling	606.00	606.00
79864	2357 - GREEN POND NURSERY INC	PO 33531 Mulch for Memorial Day flowers	86.00	86.00
79865	6519 - WILLIS OF NEW JERSEY, INC	PO 33732 Medical Consulting September 2020 Instal	750.00	
		PO 33732 Medical Consulting September 2020 Instal	1,750.00	2,500.00
79866	6917 - R & R LAWN SERVICE INC	PO 33628 Fertilizer for Shappell Park	193.80	193.80
TOTAL				1,600,624.85

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-050	Business Administrator - O/E	27.92			
01-201-20-110-050	Mayor & Council - O/E	47.00			
01-201-20-120-050	Municipal Clerk - O/E	1,626.24			
01-201-20-130-050	Financial Administration - O/E	47.00			
01-201-20-145-050	Revenue Administration - O/E	1,780.00			
01-201-20-150-050	Tax Assessment Administration OE	94.00			
01-201-22-195-050	Inspections Department - O/E	602.84			
01-201-23-220-050	Employee Group Insurance	6,274.47			
01-201-25-240-050	Police Department - O/E	2,000.97			
01-201-25-252-050	Emergency Management Services OE	375.00			
01-201-25-265-050	Fire Department - O/E	1,339.70			
01-201-26-290-050	Street & Roads - O/E	5,059.52			
01-201-26-301-050	PEOSHA	436.00			
01-201-26-310-050	Building & Grounds - O/E	4,380.28			
01-201-26-315-050	Vehicle Maintenance - O/E	22,814.21			
01-201-28-370-050	Recreation Service & Program - O/E	2,278.82			
01-201-31-430-050	Utility Expenses - Electricity	1,663.34			
01-201-31-435-050	Utility Expenses - Street Lighting	478.70			
01-201-31-440-050	Switchboard Expenses - O/E	5,534.26			
01-201-31-445-050	Utility Expenses - Water	75.53			
01-201-32-465-050	Landfill/Solid Waste Disposal Costs	57,399.82			
01-201-33-490-050	Municipal Court - O/E	206.12			

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-42-901-000	Interlocal Shared Service Agreements	6,875.00			
01-201-47-390-050	Maintenance of Free Public Library	264.70			
01-203-25-240-050	(2019) Police Department - O/E		399.99		
01-207-55-000-000	School Taxes Payable			1,043,826.08	
01-260-05-100	Current Fund - Due to Claims			0.00	1,169,069.49
01-271-55-000-000	Reserve for DCA State Training Fees			3,092.00	
01-290-55-080-000	Library Grants			69.98	
TOTALS FOR	CURRENT FUND	121,681.44	399.99	1,046,988.06	1,169,069.49
02-213-40-729-000	2019 - 2024 School Resource Officer			34.99	
02-260-05-100	St/Fed Grants - Due to Claims Fund			0.00	34.99
TOTALS FOR	STATE & FEDERAL GRANTS	0.00	0.00	34.99	34.99
04-215-55-924-000	2014 Improvements Authorized			2,863.00	
04-215-55-934-000	2017 Improvements Authorized			31,137.00	
04-215-55-937-000	2019 Improvements Authorized			63,042.27	
04-260-05-100	Capital - Due to Claims Fund			0.00	97,042.27
TOTALS FOR	CAPITAL FUND	0.00	0.00	97,042.27	97,042.27
07-201-55-510-050	Sewer Utility OE	181,743.21			
07-260-05-100	Sewer Utility - Due to Claims Fund			0.00	211,961.55
07-277-55-000-000	Reserve for Septic Payments			30,218.34	
TOTALS FOR	SEWER UTILITY	181,743.21	0.00	30,218.34	211,961.55
08-216-55-574-000	O:2018-32 Various Imp & Acq			17,081.40	
08-216-55-575-000	O:2019-16 Various Imp & Acq			85,667.30	
08-260-05-100	Sewer Capital - Due to Claims Fund			0.00	103,449.20
08-298-55-000-000	Res Sewer Improvements - Connection Fees			700.50	
TOTALS FOR	SEWER CAPITAL	0.00	0.00	103,449.20	103,449.20
12-260-05-100	Planning Board - Due to Claims Fund			0.00	16,598.50
12-286-56-858-000	Engineering Escrows			16,598.50	
TOTALS FOR	PLANNING BOARD ESCROW	0.00	0.00	16,598.50	16,598.50
16-260-05-100	Section 8 - Due to Claims Fund			0.00	551.48
16-289-56-081-000	Section 8 Spending Reserves			551.48	
TOTALS FOR	SECTION 8 PROGRAM	0.00	0.00	551.48	551.48
17-260-05-100	Trust - Due to Claims Fund			0.00	1,660.49
17-292-56-025-000	Dedicated by Rider			1,660.49	
TOTALS FOR	GENERAL TRUST FUND	0.00	0.00	1,660.49	1,660.49
20-260-05-100	Agency - Due to Claims Fund			0.00	256.88
20-291-55-070-000	Payroll Deductions			256.88	
TOTALS FOR	PAYROLL AGENCY FUND	0.00	0.00	256.88	256.88

Total to be paid from Fund 01 CURRENT FUND 1,169,069.49
 Total to be paid from Fund 02 STATE & FEDERAL GRANTS 34.99
 Total to be paid from Fund 04 CAPITAL FUND 97,042.27
 Total to be paid from Fund 07 SEWER UTILITY 211,961.55
 Total to be paid from Fund 08 SEWER CAPITAL 103,449.20

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
Total to be paid from Fund 12	PLANNING BOARD ESCROW	16,598.50			
Total to be paid from Fund 16	SECTION 8 PROGRAM	551.48			
Total to be paid from Fund 17	GENERAL TRUST FUND	1,660.49			
Total to be paid from Fund 20	PAYROLL AGENCY FUND	256.88			

		1,600,624.85			

Checks Previously Disbursed

695004	AFLAC	PO# 33751	Monthly Invoice	1,682.50	8/11/2020
22071618	St of NJ - Dept of Treasury	PO# 33748	August 2020 SHBP	155,447.76	8/14/2020
931307267	The Depository Trust Company	PO# 33701	General obligation bond interest	67,925.63	8/03/2020
936675926	The Depository Trust Company	PO# 33700	General obligation bond Principal	515,000.00	8/03/2020
3119	KS STATE BANK	PO# 31405	New Police Vehicles / Utility	4,185.30	8/06/2020

				744,241.19	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	587,110.93	1,169,069.49	1,756,180.42
Fund 02 STATE & FEDERAL GRANTS		34.99	34.99
Fund 04 CAPITAL FUND		97,042.27	97,042.27
Fund 07 SEWER UTILITY		211,961.55	211,961.55
Fund 08 SEWER CAPITAL		103,449.20	103,449.20
Fund 12 PLANNING BOARD ESCROW		16,598.50	16,598.50
Fund 16 SECTION 8 PROGRAM		551.48	551.48
Fund 17 GENERAL TRUST FUND		1,660.49	1,660.49
Fund 20 PAYROLL AGENCY FUND	157,130.26	256.88	157,387.14

BILLS LIST TOTALS	744,241.19	1,600,624.85	<u><u>2,344,866.04</u></u>

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

Meeting Date: 08/18/2020 For bills from 08/05/2020 to 08/18/2020

Account	PO #	Vendor	Description	Payment	Account Total
CURRENT FUND					
G/L Expenditures					
01-207-55-000-000	33752	BOARD OF EDUCATION School Taxes Payable	General Fund - August TOTAL FOR ACCOUNT	1,043,826.08	1,043,826.08
01-271-55-000-000	33692	NJ DCA DIV CODES & STANDARDS Reserve for DCA State Training Fees	2nd QRT STATE TRAINING FEE TOTAL FOR ACCOUNT	3,092.00	3,092.00
TOTAL for G/L Expenditures					1,046,918.08
Library Federation					
01-290-55-080-001	33671	DELTA DENTAL OF NJ INC Library Federation	Library Federation TOTAL FOR ACCOUNT	69.98	69.98
TOTAL for Library Federation					69.98
Business Administrator					
01-201-20-100-106	33706	READYREFRESH BY NESTLE OFFICE EQUIPMENT OTHER	Clerk's Office Water Rental & Bottles TOTAL FOR ACCOUNT	27.92	27.92
TOTAL for Business Administrator					27.92
Mayor & Council					
01-201-20-110-067	33491	GRAPHIC ACTION INC PRINTING ENVELOPES	Mayor's Office - #10 Regular Env. TOTAL FOR ACCOUNT	47.00	47.00
TOTAL for Mayor & Council					47.00
Municipal Clerk					
01-201-20-120-067	33491	GRAPHIC ACTION INC PRINTING ENVELOPES	Clerk's Office - #10 Regular Env TOTAL FOR ACCOUNT	47.00	47.00
01-201-20-120-072	33436	RR DONNELLEY PUBLICATIONS	Reg-42A Certified Copy of Vital Record 8 TOTAL FOR ACCOUNT	294.00	294.00
01-201-20-120-076	33669	FEDEX CUSTOM CRITICAL POSTAGE	Overnight Police Dept TOTAL FOR ACCOUNT	121.64	121.64
01-201-20-120-084	33734	ADVANCE LOCAL HOLDINGS CORP ADVANCE LOCAL HOLDINGS CORP ADVANCE LOCAL HOLDINGS CORP ADVERTISING	2020 Road Program phase 2 Notice to Bidders Public Notice TOTAL FOR ACCOUNT	682.80 351.00 129.80	1,163.60
TOTAL for Municipal Clerk					1,626.24
Financial Administration					
01-201-20-130-067	33491	GRAPHIC ACTION INC PRINTING ENVELOPES	Finance - #10 Regular Envelopes TOTAL FOR ACCOUNT	47.00	47.00
TOTAL for Financial Administration					47.00

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

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Account	PO #	Vendor	Description	Payment	Account Total
Revenue Administration					
01-201-20-145-067	33491	GRAPHIC ACTION INC PRINTING ENVELOPES	Revenue/Tax Collector - #10 WINDOW Env. TOTAL FOR ACCOUNT	490.00	490.00
01-201-20-145-175	33676	R.O.K. INDUSTRIES INC Electronic Tax Sale	TOTAL FOR ACCOUNT	1,290.00	1,290.00
TOTAL for Revenue Administration					1,780.00
Tax Assessment Administration					
01-201-20-150-067	33491	GRAPHIC ACTION INC PRINTING ENVELOPES	Tax Assesor - #10 Regular Env. TOTAL FOR ACCOUNT	94.00	94.00
TOTAL for Tax Assessment Administration					94.00
Inspections Department					
01-201-22-195-067	33491	GRAPHIC ACTION INC PRINTING ENVELOPES	Inspections - #10 Regular Envelopes TOTAL FOR ACCOUNT	282.00	282.00
01-201-22-195-090	33516	ANDREW MELENDEZ 33516 ANDREW MELENDEZ Travel	April 2 to April 29, 2020 Mileage May 4 to June 3, 2020 Mileage TOTAL FOR ACCOUNT	138.57 182.27	320.84
TOTAL for Inspections Department					602.84
Employee Group Insurance					
01-201-23-220-201	33732	WILLIS OF NEW JERSEY, INC SHBP Consultant	September Installment TOTAL FOR ACCOUNT	1,750.00	1,750.00
01-201-23-220-202	33671	DELTA DENTAL OF NJ INC 33672 DELTA DENTAL OF NJ INC Dental Insurance - AFSCME	Town Town TOTAL FOR ACCOUNT	3,469.92 1,054.55	4,524.47
TOTAL for Employee Group Insurance					6,274.47
Public Safety					
01-201-25-240-051	33735	VICTORIA KLEINER OFFICE SUPPLIES	Police Dept. - Office Supplies TOTAL FOR ACCOUNT	10.99	10.99
01-201-25-240-067	33491	GRAPHIC ACTION INC PRINTING ENVELOPES	Police- #10 Regular Env.-712 S.Main Stre TOTAL FOR ACCOUNT	94.00	94.00
01-201-25-240-076	33691	ALTEK BUSINESS SYS INC Service Contracts	copier lease agreement 1 copier TOTAL FOR ACCOUNT	219.25	219.25
01-201-25-240-078	33688	TIAA COMMERCIAL FINANCE INC SERVICE COPIERS	LEASE COPIER LEASE AGREEMENT TOTAL FOR ACCOUNT	313.78	313.78
01-201-25-240-257	33417	FISK CAMERA SHOP DETECTIVE EXPENSES	Nikon D3500 with 18-55mm lens TOTAL FOR ACCOUNT	399.95	399.95
	33696	INDUSTRIAL COMMUNICATIONS INC	Labor to replace radio in 94-14	90.00	
	33687	INDUSTRIAL COMMUNICATIONS INC	Replace radio in 94-10	135.00	
	33600	M & W COMMUNICATIONS INC	Motorola Radio Power Cable HD Extra Long	71.39	
	33600	M & W COMMUNICATIONS INC	Motorola Radio Control Head Power Cable	38.67	
	33600	M & W COMMUNICATIONS INC	Motorola Radio Data Control Head Cable 1	71.39	
	33693	M.R. PURDY	FIRE EXTINGUISHER RECHARGE	90.00	
	33690	M.R. PURDY	RECHARGE	100.00	
	33690	M.R. PURDY	POWDER TEST	50.00	

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

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Account	PO #	Vendor	Description	Payment	Account Total
Public Safety					
01-201-25-240-270		EMERGENCY/SAFETY SUPPLIES	TOTAL FOR ACCOUNT		646.45
	33588	ROUTE 12 WASH & GAS INC	Total Wash	15.93	
	33588	ROUTE 12 WASH & GAS INC	Gold Wash	13.12	
	33588	ROUTE 12 WASH & GAS INC	Express Wash	37.50	
01-201-25-240-286		CAR WASH TICKETS	TOTAL FOR ACCOUNT		66.55
	33568	INDUSTRIAL COMMUNICATIONS INC	Police and Fire Radio Maintenance Contra	250.00	
01-201-25-240-298		Radio Supplies / Equipment	TOTAL FOR ACCOUNT		250.00
	33697	OFFICE CONCEPTS GROUP INC	LLR-41306 Lorell Fortress series storage	399.99	
01-203-25-240-051		(2019) OFFICE SUPPLIES	TOTAL FOR ACCOUNT		399.99
TOTAL for Public Safety					2,400.96
Emergency Management Services					
01-201-25-252-270		33635 N J FIRE EQUIPMENT Emergency / Safety Supplies	"Pop up" Traffic Cones with LED Lights, TOTAL FOR ACCOUNT	375.00	375.00
TOTAL for Emergency Management Services					375.00
Fire Department					
01-201-25-265-114		33735 VICTORIA KLEINER VEHICLE REPAIRS	Fire Dept. - Bulbs for Trucks TOTAL FOR ACCOUNT	15.83	15.83
01-201-25-265-116		33735 VICTORIA KLEINER PEOSHA TESTING	Fire Dept. - Peosha Testing TOTAL FOR ACCOUNT	98.87	98.87
	33637	INDUSTRIAL COMMUNICATIONS INC	Antennas for Portable Radios (INV#46660)	150.00	
	33568	INDUSTRIAL COMMUNICATIONS INC		250.00	
	33637	INDUSTRIAL COMMUNICATIONS INC	Batteries for Mototola HT1250 Portable R	450.00	
	33636	INDUSTRIAL COMMUNICATIONS INC	Repair of Light Bar on 94-67 to Include	270.00	
	33673	INDUSTRIAL COMMUNICATIONS INC	Repair of Motorola HT 1250 Portable Radi	105.00	
01-201-25-265-245		INDUSTRIAL COMMUNICATIONS	TOTAL FOR ACCOUNT		1,225.00
TOTAL for Fire Department					1,339.70
Street & Roads					
01-201-26-290-270		33550 FASTENAL CO EMERGENCY/SAFETY SUPPLIES	Speedy dri TOTAL FOR ACCOUNT	608.02	608.02
	33547	FERGUSON WATERWORKS	Pipe for sewer lines	76.32	
	33743	FERGUSON WATERWORKS	Pipe for sewer line repairs	136.08	
	33547	FERGUSON WATERWORKS	Pipe for sewer lines	189.10	
01-201-26-290-293		TOWN SEWER LINE REPAIRS	TOTAL FOR ACCOUNT		401.50
01-201-26-290-299		33623 TREASURER STATE OF NJ MISC FEES/PERMITS	Stormwater Discharge permit TOTAL FOR ACCOUNT	4,050.00	4,050.00
TOTAL for Street & Roads					5,059.52
PEOSHA					
01-201-26-301-209		33614 CINTAS FAS LOCKBOX 636525 PEOSHA	AED Agreement TOTAL FOR ACCOUNT	436.00	436.00
TOTAL for PEOSHA					436.00

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

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Building & Grounds					
		33533 RUSSELL REID WST HAUL/DISP.SVC INC	Temporary restroom - Boat Ramp	102.00	
		33638 RUSSELL REID WST HAUL/DISP.SVC INC	Temporary restroom - Boat Ramp	102.00	
01-201-26-310-167		JOB JOHNES	TOTAL FOR ACCOUNT		204.00
		33530 H.T. LYONS, INC	Repairs for motor & coupling at Town Gar	3,065.20	
		33629 METZ INC	A/C repairs for Fire Central	791.78	
01-201-26-310-221		BUILDING MAINTENANCE	TOTAL FOR ACCOUNT		3,856.98
		33640 GENERAL SUPPLY CO	Keys for garage	39.50	
01-201-26-310-237		PA LOCKSMITH	TOTAL FOR ACCOUNT		39.50
		33628 R & R LAWN SERVICE INC	Fertilizer for Shappell Park	193.80	
		33531 GREEN POND NURSERY INC	Mulch for Memorial Day flowers	86.00	
01-201-26-310-266		LANDSCAPING	TOTAL FOR ACCOUNT		279.80
TOTAL for Building & Grounds					4,380.28
Vehicle Maintenance					
		33552 SERVICE TIRE TRUCK CENTER	Tires for police cars	361.60	
		33621 SERVICE TIRE TRUCK CENTER	Tires for police cars	361.60	
01-201-26-315-210		TIRES - POLICE	TOTAL FOR ACCOUNT		723.20
		33541 SERVICE TIRE TRUCK CENTER	Tires for public works	273.00	
01-201-26-315-212		TIRES M/S EQUIPMENT	TOTAL FOR ACCOUNT		273.00
		33658 SERVICE TIRE TRUCK CENTER	Flat tire repair	39.00	
		33639 SERVICE TIRE TRUCK CENTER	Tire repairs	525.16	
01-201-26-315-214		TIRES REPAIRS	TOTAL FOR ACCOUNT		564.16
		33657 NORTHEAST PARTS GROUP LLC	Brake pads, rotors	259.71	
		33633 NAZARETH FORD INC	Parts for police car	516.00	
		33657 NORTHEAST PARTS GROUP LLC	Brake pads, rotors	169.53	
01-201-26-315-218		PARTS - POLICE VEHICLES	TOTAL FOR ACCOUNT		945.24
		33631 POWER PLACE INC	Parts for public works equipment	88.38	
01-201-26-315-220		PARTS-PUBLIC WORKS EQUIP.	TOTAL FOR ACCOUNT		88.38
		33657 NORTHEAST PARTS GROUP LLC	Brake pads, rotors, caliper	265.99	
		33632 NORTHEAST PARTS GROUP LLC	Brake rotors, brake pads	545.65	
		33630 SUMMIT DOOR LLC	Service call - replace 2 remotes & logic	839.50	
01-201-26-315-221		PARTS-PUBLIC WORKS VEH.	TOTAL FOR ACCOUNT		1,651.14
		33529 VASSO WASTE SYSTEMS, INC	Valve	1,460.83	
		33618 OPDYKE'S SERVICES	Parts for sanitation trucks	54.91	
		33529 VASSO WASTE SYSTEMS, INC	Bracket, light	210.98	
		33549 FASTENAL CO	Parts for sanitation trucks	474.80	
		33529 VASSO WASTE SYSTEMS, INC	Shipping	205.12	
01-201-26-315-222		PARTS OTHER VEHICLES	TOTAL FOR ACCOUNT		2,406.64
		33655 T & H AUTOMOTIVE INC	A/C compressor, A/C check & repairs	967.72	
		33617 T & H AUTOMOTIVE INC	A/C repairs for 94-15	185.00	
		33625 MAXX'S FLEET REPAIRS LLC	Repair lightbar/spot light for 94-18	1,376.78	
		33617 T & H AUTOMOTIVE INC	A/C repairs for 94-22	185.00	
		33617 T & H AUTOMOTIVE INC	A/C repairs for 94-06	185.00	
		33656 T & H AUTOMOTIVE INC	Charge A/C for 94-26	200.00	
01-201-26-315-248		REPAIRS-POLICE VEHICLES	TOTAL FOR ACCOUNT		3,099.50
		33613 POWER PLACE INC	Parts for mower	268.08	
		33624 BRUCE H NOLF	June Blanket Purchase Order	184.83	
		33622 P H BARRON WELDING	Weld air tank	375.00	
		33526 P H BARRON WELDING	Weld repairs for vacuum	125.00	
01-201-26-315-250		REPAIRS-PUB. WORKS EQUIP.	TOTAL FOR ACCOUNT		952.91
		33616 EAGLE EQUIPMENT INC	Repairs for sewer vactor	9,412.04	

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Account	PO #	Vendor	Description	Payment	Account Total
Vehicle Maintenance					
01-201-26-315-251	33619	MOBILE LIFTS, INC <i>REPAIRS M/S VEHICLE</i>	ANSI inspection for bucket truck TOTAL FOR ACCOUNT	998.00	10,410.04
01-201-26-315-252	33647 33528	P H BARRON WELDING P H BARRON WELDING <i>REPAIRS OTHER VEHICLE</i>	Weld patch plate for garbage truck #28 Weld repair cracks in hopper of garbage TOTAL FOR ACCOUNT	1,050.00 650.00	1,700.00
TOTAL for Vehicle Maintenance					=====
					22,814.21
Recreation Services & Programs					
01-201-28-370-117	33735 33668 33668 33668 33668	VICTORIA KLEINER KEITH GARGONE KEITH GARGONE KEITH GARGONE KEITH GARGONE <i>RECREATIONAL SUPPLIES</i>	Recreation - Water Blasters Maroon T Shirts - Staff Gray T Shirts - Staff Maroon T Shirts - Volunteer Gray T Shirts - Volunteer TOTAL FOR ACCOUNT	25.00 156.00 156.00 84.50 84.50	506.00
01-201-28-370-165	33598 33598 33598 33598	BEN SHAFFER RECREATION INC BEN SHAFFER RECREATION INC BEN SHAFFER RECREATION INC BEN SHAFFER RECREATION INC <i>SPORTS EQUIPMENT</i>	Freight Post padding - Gray Post padding - Maroon Super Goals - replacement for Walters Pa TOTAL FOR ACCOUNT	165.80 467.96 467.96 226.10	1,327.82
01-201-28-370-166	33599 33599	BEN SHAFFER RECREATION INC BEN SHAFFER RECREATION INC <i>PLAYGROUNDS</i>	Freight Black wear mat - Swing mat for Firth pla TOTAL FOR ACCOUNT	125.00 320.00	445.00
TOTAL for Recreation Services & Programs					=====
					2,278.82
Maintenance of Free Public Library					
01-201-47-390-584	33671 33672	DELTA DENTAL OF NJ INC DELTA DENTAL OF NJ INC <i>Fringe Benefits</i>	Library Library TOTAL FOR ACCOUNT	167.34 97.36	264.70
TOTAL for Maintenance of Free Public Library					=====
					264.70
Electricity					
01-201-31-430-175	33756 33756 33756 33756 33756 33756 33756	J C P L J C P L <i>Electricity</i>	2 Riverside Way-100127035309-6/27/20-7/2 Walters Park Road-100125117414-6/26/20-7 Control Box-S Main & Jersey-100087324339 Dog Pound-2 Riverside Way-100089631061-6 Del Hgts Park-100084022209-6/24/20-7/23/ 177 South Main St-100073164863-6/27/20-7 Heckman Street-100137162937-6/26/20-7/24 TOTAL FOR ACCOUNT	3.10 703.77 145.25 180.14 45.62 49.48 535.98	1,663.34
TOTAL for Electricity					=====
					1,663.34
Street Lighting					
01-201-31-435-175	33756	J C P L <i>Electricity - Street Lighting</i>	Street Lighting-100004602023-6/27/20-7/2 TOTAL FOR ACCOUNT	478.70	478.70
TOTAL for Street Lighting					=====
					478.70

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Account	PO #	Vendor	Description	Payment	Account Total
Switchboard					
	33754	BLOCK LINE SYSTEMS LLC	Telephone/Communications -8/1/20-8/31/20	682.63	
	33753	SERVICE ELECTRIC CABLE TV AND COMMUNICATIONS	120 Filmore St - 9857436397		77.25
01-201-31-440-180		<i>Telephone & Telecommunications</i>	TOTAL FOR ACCOUNT		759.88
	33755	VERIZON WIRELESS	Cell Phones - 942050359-00001	1,736.58	
	33755	VERIZON WIRELESS	John Franceschino - 942050359-00004	43.04	
	33755	VERIZON WIRELESS	Police Sub - 942050359-00002	114.76	
01-201-31-440-181		<i>Wireless - Cell Phones & Tablets</i>	TOTAL FOR ACCOUNT		1,894.38
	33644	SERVICE ELECTRIC CABLE TV AND COMMUNICATIONS	Second Quarter Fiber Circuit Service for	1,440.00	
	33645	SERVICE ELECTRIC CABLE TV AND COMMUNICATIONS	Third Quarter Fiber Circuit Service for	1,440.00	
01-201-31-440-184		<i>Radio Fiber Lines</i>	TOTAL FOR ACCOUNT		2,880.00
TOTAL for Switchboard					5,534.26
Water					
	33757	AQUA NEW JERSEY, INC	Jersey Hose - 10245560738652 -7/6/20-8/5	3.87	
	33757	AQUA NEW JERSEY, INC	#1 Fire Co - 10244640738586 -7/6/20-8/5/	67.14	
	33757	AQUA NEW JERSEY, INC	Warren Chemical - 10260760739831 -7/6/20	1.29	
	33757	AQUA NEW JERSEY, INC	Shappell Park - 10359000747999 -7/6/20-8	3.23	
01-201-31-445-185		<i>Water</i>	TOTAL FOR ACCOUNT		75.53
TOTAL for Water					75.53
Landfill / Solid Waste Diposal Costs					
	33555	CHRIN'S BROS INC	July Blanket Purchase Order	12,176.55	
	33555	CHRIN'S BROS INC	July Blanket Purchase Order	10,464.72	
	33555	CHRIN'S BROS INC	July Blanket Purchase Order	9,864.54	
	33555	CHRIN'S BROS INC	July Blanket Purchase Order	7,095.48	
	33727	WM RECYCLE AMERICA LLC	Recycling fees	8,159.38	
	33627	GARY'S TIRE	Tire recycling	606.00	
	32887	S. ROTONDI & SONS, INC	Tree recycling	150.00	
	33555	CHRIN'S BROS INC	July Blanket Purchase Order	8,883.15	
01-201-32-465-236		<i>Garbage & Recycling Dumping Fees</i>	TOTAL FOR ACCOUNT		57,399.82
TOTAL for Landfill / Solid Waste Diposal Costs					57,399.82
Municipal Court					
	33491	GRAPHIC ACTION INC	Mun.Crt.- #10 Regular Env	94.00	
01-201-33-490-067		<i>Printing - Envelopes</i>	TOTAL FOR ACCOUNT		94.00
	33755	VERIZON WIRELESS	Alpha Court - 942142520-00001	112.12	
01-201-33-490-180		<i>Telephone / Telecommunications</i>	TOTAL FOR ACCOUNT		112.12
TOTAL for Municipal Court					206.12
Capital Improvements					
	33111	BOROUGH OF ALPHA	Shared service w/Alpha for use of facili	6,875.00	
01-201-42-901-253		<i>Boro of Alpha - Municipal Court Facility</i>	TOTAL FOR ACCOUNT		6,875.00
TOTAL for Capital Improvements					6,875.00

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STATE & FEDERAL GRANTS					
DEPARTMENT 729					
02-213-40-729-003	33672	DELTA DENTAL OF NJ INC	SRO	34.99	
		2020 - 2021 SRO Salaries			
			TOTAL FOR ACCOUNT		34.99
TOTAL for DEPARTMENT 729					34.99
CAPITAL FUND					
2014 Improvements Authorized					
04-215-55-924-002	33610	BOYER SWIMMING POOLS, INC	Design Services for Municipal Pool	2,863.00	
		2014 Municipal Pool			
			TOTAL FOR ACCOUNT		2,863.00
TOTAL for 2014 Improvements Authorized					2,863.00
2017 Improvements Authorizations					
04-215-55-934-007	33610	BOYER SWIMMING POOLS, INC	Design Services for Municipal Pool	31,137.00	
		2017 Municipal Pool			
			TOTAL FOR ACCOUNT		31,137.00
TOTAL for 2017 Improvements Authorizations					31,137.00
DEPARTMENT 937					
04-215-55-937-009	33749	NATIONAL WATER MAIN CLEANING	COF 2020-106 Sanitary & SW Inspection	63,042.27	
		2019 Road Improvements			
			TOTAL FOR ACCOUNT		63,042.27
TOTAL for DEPARTMENT 937					63,042.27
SEWER UTILITY					
G/L Expenditures					
	33731	NATURAL SYSTEMS UTILITIES	Warren Septic	16.54	
	33562	NATURAL SYSTEMS UTILITIES	Russell Reid	2,279.81	
	33562	NATURAL SYSTEMS UTILITIES	Delaware Valley Septic	2,522.36	
	33731	NATURAL SYSTEMS UTILITIES	Frank F. Apgar & Sons	809.55	
	33562	NATURAL SYSTEMS UTILITIES	Delaware Valley Septic	525.00	
	33562	NATURAL SYSTEMS UTILITIES	P & W Services	14.17	
	33731	NATURAL SYSTEMS UTILITIES	River Valley Septic	338.62	
	33731	NATURAL SYSTEMS UTILITIES	Flow Free Septic	2,244.37	
	33562	NATURAL SYSTEMS UTILITIES	The Pumper	1,409.62	
	33731	NATURAL SYSTEMS UTILITIES	P & W Services	7.09	
	33731	NATURAL SYSTEMS UTILITIES	Hicks Paving LLC	1,947.49	
	33731	NATURAL SYSTEMS UTILITIES	Castle Septic	1,845.90	
	33731	NATURAL SYSTEMS UTILITIES	ADS Environmental Inc	756.00	
	33731	NATURAL SYSTEMS UTILITIES	Russell Reid	3,476.02	
	33562	NATURAL SYSTEMS UTILITIES	Flow Free	2,189.25	
	33562	NATURAL SYSTEMS UTILITIES	ADS Environmental Inc	708.75	
	33562	NATURAL SYSTEMS UTILITIES	Castle Septic	2,459.36	
	33562	NATURAL SYSTEMS UTILITIES	Warren Septic Service	4.72	
	33731	NATURAL SYSTEMS UTILITIES	Delaware Valley Septic	525.00	
	33562	NATURAL SYSTEMS UTILITIES	Hicks Paving LLC	1,820.07	
	33731	NATURAL SYSTEMS UTILITIES	Delaware Valley Septic	2,021.51	
	33562	NATURAL SYSTEMS UTILITIES	Russell Reid	2,297.14	
07-277-55-000-000		Reserve for Septic Payments	TOTAL FOR ACCOUNT		30,218.34
TOTAL for G/L Expenditures					30,218.34

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Sewer Utility Department					
07-201-55-510-175		33676 R.O.K. INDUSTRIES INC <i>Electronic Tax Sale</i>	TOTAL FOR ACCOUNT	2,085.00	2,085.00
07-201-55-510-200		33732 WILLIS OF NEW JERSEY, INC <i>Health Benefits</i>	September Installment TOTAL FOR ACCOUNT	750.00	750.00
07-201-55-510-201		33671 DELTA DENTAL OF NJ INC 33672 DELTA DENTAL OF NJ INC <i>Dental</i>	Sewer Sewer TOTAL FOR ACCOUNT	227.67 9.58	237.25
07-201-55-510-260		33733 DONNA JOHNSON <i>Consulting Services</i>	Services for Compound Meter billings TOTAL FOR ACCOUNT	100.00	100.00
07-201-55-510-517		33654 NATURAL SYSTEMS UTILITIES 33654 NATURAL SYSTEMS UTILITIES <i>Natural Systems Utilities</i>	August Fee - Maintenance & Repair August Fee - Services TOTAL FOR ACCOUNT	8,333.33 167,237.63	175,570.96
07-201-55-510-523		33654 NATURAL SYSTEMS UTILITIES <i>Sanitary Collect System License Operator</i>	August Fee - License Operator TOTAL FOR ACCOUNT	3,000.00	3,000.00
TOTAL for Sewer Utility Department					181,743.21

SEWER CAPITAL

G/L Expenditures

08-298-55-000-601		31035 REMINGTON & VERNICK ENGINEERS <i>Connection Fees - Autumn Ridge (Larkin)</i>	Replacement-Sewer Mains related to Autumn TOTAL FOR ACCOUNT	700.50	700.50
TOTAL for G/L Expenditures					700.50

DEPARTMENT 574

08-216-55-574-001		32861 REUTER & HANNEY INC <i>O:2018-32 Various Imp & Acq</i>	Installation Surge Protection Device & S TOTAL FOR ACCOUNT	17,081.40	17,081.40
TOTAL for DEPARTMENT 574					17,081.40

DEPARTMENT 575

08-216-55-575-001		33107 REMINGTON & VERNICK ENGINEERS 33749 NATIONAL WATER MAIN CLEANING 33106 REMINGTON & VERNICK ENGINEERS <i>O:2019-16 Various Imp & Acq</i>	Services related to the Phillipsburg San COF 2020-106 Sanitary & SW Inspection Services related to the covering of East TOTAL FOR ACCOUNT	3,816.50 76,468.80 5,382.00	85,667.30
TOTAL for DEPARTMENT 575					85,667.30

PLANNING BOARD ESCROW

Engineering Escrows

12-286-56-858-006		33730 VAN CLEEF ENGINEERING ASSOC., LLC 33730 VAN CLEEF ENGINEERING ASSOC., LLC 33730 VAN CLEEF ENGINEERING ASSOC., LLC <i>Eng Escrow - ETown Gas (9140001)</i>	Feb - Elizabethtown Gas Road Opening Per March - Elizabethtown Gas Road Opening P May - Elizabethtown Gas Road Opening Per TOTAL FOR ACCOUNT	563.50 7,203.00 8,036.00	15,802.50
12-286-56-858-012		33698 VAN CLEEF ENGINEERING ASSOC., LLC <i>Del Heights Park</i>	Pohatcong Solar Farm Easement Request - TOTAL FOR ACCOUNT	120.00	120.00
12-286-56-858-021		33699 VAN CLEEF ENGINEERING ASSOC., LLC <i>Eng Escrow-Hampton Ridge@ Pohat</i>	Hampton Ridge @ Pohatcong - Sanitary Sew TOTAL FOR ACCOUNT	436.00	436.00
		33219 VAN CLEEF ENGINEERING ASSOC., LLC	Phillipsburg Solar Urban Renewal Entity,	240.00	

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

Meeting Date: 08/18/2020 For bills from 08/05/2020 to 08/18/2020

Account	PO #	Vendor	Description	Payment	Account Total
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PLANNING BOARD ESCROW

Engineering Escrows

12-286-56-858-022		Eng Escrow-Solar Farm-Commerce Park	TOTAL FOR ACCOUNT		240.00
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TOTAL for Engineering Escrows					16,598.50
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SECTION 8 PROGRAM

Section 8 Expenditures

		33672 DELTA DENTAL OF NJ INC	Section 8	87.48	
		33491 GRAPHIC ACTION INC	Section 8 - #10 WINDOW Envelopes	98.00	
		33491 GRAPHIC ACTION INC	Section 8 - #10 Regular Envelopes	141.00	
		33484 BLOSKY & ASSOCIATES LLC	Auditor Support	105.00	
		33484 BLOSKY & ASSOCIATES LLC	May, 2020 VMS Submission	50.00	
		33484 BLOSKY & ASSOCIATES LLC	Monthly Update - Prepare May VMS	70.00	
16-289-56-081-820		Administration - Salary and Fringe	TOTAL FOR ACCOUNT		551.48

TOTAL for Section 8 Expenditures					551.48
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GENERAL TRUST FUND

DEPARTMENT 025

		33140 PUBLIC SAFETY CENTER INC	#LAKE8414-X2, SafeGuard Tyvek Suits with	249.50	
		33140 PUBLIC SAFETY CENTER INC	Shipping Charges	30.00	
		33224 PUBLIC SAFETY CENTER INC	Shipping Costs	20.00	
		33140 PUBLIC SAFETY CENTER INC	#LAKETL414-X3, MicroMax Tyvek Suits with	299.50	
		33745 OFFICE CONCEPTS GROUP INC	Three Cases of Lysol Disinfectant Wipes,	164.70	
		33728 SYNCHRONY BANK	Sanitizing wands	416.79	
		33224 PUBLIC SAFETY CENTER INC	Boxes of N-95 Masks, Complete, Delivered	480.00	
17-292-56-025-002		Storm Recovery Trust Fund	TOTAL FOR ACCOUNT		1,660.49

TOTAL for DEPARTMENT 025					1,660.49
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PAYROLL AGENCY FUND

Payroll Deductions

		33672 DELTA DENTAL OF NJ INC	Dental Buy Up	256.88	
20-291-55-070-201		Dental Post Tax	TOTAL FOR ACCOUNT		256.88

TOTAL for Payroll Deductions					256.88
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O: 2020- 17

**AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY
OF WARREN, STATE OF NEW JERSEY, AMENDING THE SALARY
RANGE FOR THE POSITION OF BUSINESS ADMINISTRATOR**

BE IT ORDAINED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that salary for the position of Business Administrator is hereby established as set forth below:

Minimum Range

\$110,000.00

Maximum Range

\$130,000.00

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 July 21, 2020 meeting.

VICTORIA L. KLEINER,
Municipal Clerk

O: 2020-18

**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
 NO 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?”

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 of 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 July 27, 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

08-04-2020 First Read
Second Read 08-18-2020

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

R: 2020-156

**A RESOLUTION OF THE TOWN OF PHILLIPSBURG,
COUNTY OF WARREN, STATE OF NEW JERSEY,
AUTHORIZING THE EXPENDITURE OF NOT TO
EXCEED \$40,000.00 FOR PROPHYLAXIS ODOR
CONTROL**

WHEREAS, Natural Systems Utility has submitted a proposal dated April 13, 2020 in the amount NOT TO EXCEED \$40,000.00 for prophylaxis odor control related to the Town's Wastewater Treatment Plant (the "Project"); and

WHEREAS, the Town Council desires to approve the proposal and authorize the Project in an amount NOT TO EXCEED \$40,000.00; and

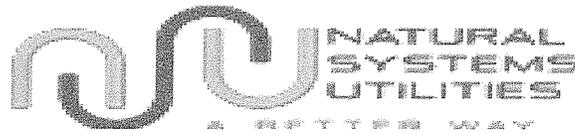
WHEREAS, sufficient funds are available as evidenced by the attached certification of funds.

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 April 13, 2020 in an amount not to exceed \$40,000.00.

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 18, 2020 meeting.

Victoria L. Kleiner
Municipal Clerk



Natural Systems Utilities
900 South Main Street
Phillipsburg, NJ, 08865
Office: 908-454-1200
dbaransky@naturalsystemsutilities.com
dbaransky@nsuwater.com
www.NSUWater.com

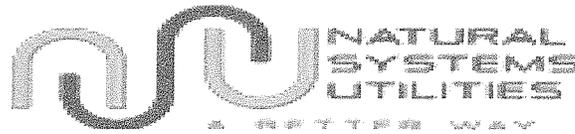
April 13, 2020
Todd Tersigni,
Mayor
Town of Phillipsburg
120 Filmore Street
Phillipsburg, NJ, 08865

Mayor Tersigni:

The Operational Activity that is part of the Normal and Emergency Operational program for the Phillipsburg Sewer Utility, implemented and exercised by NSU, has made the following observations and suggestions:

- The need to reinstitute the Prophylaxis Odor Control Program used effectively since 2017 for the control of odors at the Facility;
- The need is based on our attempts to affect the production of H₂S and other odorous mercaptans that are the result of biological systems used at the facility to meet NPDES requirements for discharge of treated wastewater into a high value receiving body;
- The need to mesh these activities with process requirements, operational set points and limitations required to meet all National Pollution Discharge Elimination System, New Jersey Department of Environmental Protection and Delaware River Basin Commission permitted values, as well as State and Federal disposal requirements for the resultant coproduction.

This activity is contemplated as a temporary replacement for the submitted upgrade of the Digester – Odor Control project submitted for review initially in 2017. It was and is the most advantageous method available to attempt mitigation of odor complaints generated by residents adjacent to the Wastewater Treatment Facility; short of the recommended upgrades referenced in the Odor Control Study submitted in October 2017.



Background:

The Phillipsburg Treatment facility has suffered on and off with odor related issues since the 1990's. Aeration to the digesters was halted in 1994 due to increasing odor issues. In May of 2015, in preparation for the pending facility upgrade, aerators in the East Digester were repaired and the unit placed back in service with air to the tanks to accomplish mixing and test the ability to handle new thickened sludge characteristics posed by the new process changes. This resulted in a significant number of complaints prompting another shutdown of the mixing and aeration in the digesters. The digester operation was modified and after acknowledging that lack of mixing would result in deposition that would be detrimental to the operation of the digester and its pumping and transfer systems due to the introduction of Iron Oxide into the system. With the new processes in place operation of the new configuration began in 2016.

Odor issues began to surface almost immediately, though reports were centralized in the Hillside area adjacent to the facility. Facility staff was instructed thru the Mayor and city Council to mitigate the issue...Community outreach and informational sessions were held beginning in February of 2017 in preparation for the spring and its projected odor issues and subsequent complaints. Beginning with the March 7, 2017 council meeting odor control issues were at the forefront. By the May 23rd Council meeting authorizations of a comprehensive odor study was commissioned (R: 2017-109) and the facility was instructed to do all possible to mitigate the odors. In proactive efforts, various and sundry methods were attempted;

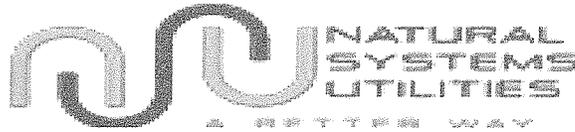
- Magnesium Hydroxide addition
- Lime Additions
- Utilization of Auxiliary Odor control devices and sprays
- Potassium Permanganate additions
- Sodium Permanganate additions
- Bioxide additions

None of which could accomplish a "Zero Complaint" condition.

With new complaints coming and unable to consistently produce an acceptable outcome, a strategy was developed whereby process would be modified, lowering the Mixed Liquor and modifying hauling strategies to operate the Coproduction levels at a reduced level and begin Vx456 chemical additions to break sulfide production

- This involved significantly increasing sludge hauling for the purpose of odor control...and odor control only.

The Mayor, council and all interested stakeholders were informed of the significant cost of this activity, and that the costs, estimated in the 100,000's of dollars, would be continually occurring until such time as a permanent resolution thru infrastructure modification



would occur. The first of these costs were reflected in the Contract year 2017 -2018 continuing thru Contact year 2018 – 2019 and into the present.

It is this methodology which we will employ in this seasons odor control activities.

The following request is therefore tendered for May Prophylaxis Odor Control Program:

Prophylaxis Odor Control Program May 2020			
Quantity	Parts Description	Unit Cost	Price
.200 MG	Remove from the Facility additional Coproduction for Prophylaxis Odor Control.	0.135	\$27,000.00
1	Chemical Additions + Vx456	\$2,400.00	\$2400.00
1	NSU Management Fee	\$4410.00	\$4410.00
Total Cost		\$33,810	

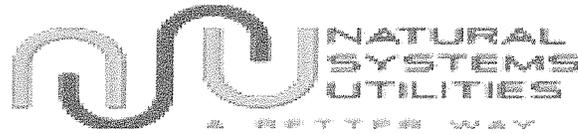
Pricing on the activity and services are quoted based on activities conducted over the previous 2 years, and should be viewed as an estimated value. Actual hauling and costs are subject to operational conditions at the facility and are subject to changes based on those activities and the number of complaints generated over the time span of the activity.

The NSU Management fee encompasses additional costs associated with the processing including additional Polymers, operations and handling. Invoicing will occur on a monthly basis.

NSU/AWM therefore respectfully requests approval and funding of the activity through Capital Authorization at pricing quoted and through estimates and this request. Total Capital funding request for the “Prophylaxis Odor Control Program May 2020” (inclusive) is \$33,810.00; shall not exceed \$40,000.00.

Respectfully,
 Daniel G. Baransky
 Project Manager, NSU – Phillipsburg
 Telephone: 908-454-1200
 Mobile: 908-894-8878
dbaransky@naturalsystemsutilities.com.

Cc: Town of Phillipsburg (Various)



Dennis Yoder, Remington and Vernick
Stephanie Cuthbert, Remington and Vernick
Richard Wenner, Lavery, Selvaggi, Abromitis & Cohen, p.c.
Jim Huntington, Natural Systems Utilities
John Tekula, Natural Systems Utilities
Andrew Costa, Natural Systems Utilities
Tom Maxwell, Natural Systems Utilities

R: 2020 – 156 A

**A RESOLUTION OF THE TOWN OF PHILLIPSBURG,
COUNTY OF WARREN, STATE OF NEW JERSEY,
AUTHORIZING THE EXPENDITURE OF NOT TO
EXCEED \$38,000.00 FOR PROPHYLAXIS ODOR
CONTROL**

WHEREAS, Natural Systems Utility has submitted a proposal dated May 31, 2020 in the amount NOT TO EXCEED \$38,000.00 for prophylaxis odor control related to the Town’s Wastewater Treatment Plant (the “Project”); and

WHEREAS, the Town Council desires to approve the proposal and authorize the Project in an amount NOT TO EXCEED \$38,000.00; and

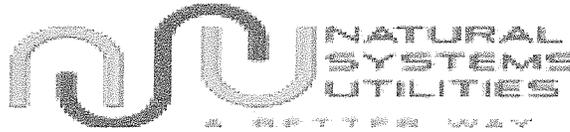
WHEREAS, sufficient funds are available as evidenced by the attached certification of funds.

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 31, 2020 in an amount not to exceed \$38,000.00.

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 18, 2020 meeting.

Victoria L. Kleiner
Municipal Clerk



Natural Systems Utilities
900 South Main Street
Phillipsburg, NJ, 08865
Office: 908-454-1200
dbaransky@naturalsystemsutilities.com
dbaransky@nsuwater.com
www.NSUWater.com

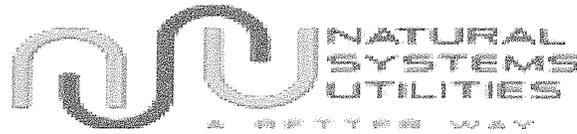
July 07, 2020
Todd Tersigni,
Mayor
Town of Phillipsburg
120 Filmore Street
Phillipsburg, NJ, 08865

Mayor Tersigni:

The Operational Activity that is part of the Normal and Emergency Operational program for the Phillipsburg Sewer Utility, implemented and exercised by NSU, has made the following observations and suggestions:

- The need to reinstitute the Prophylaxis Odor Control Program used effectively since 2017 for the control of odors at the Facility;
- The need is based on our attempts to affect the production of H₂S and other odorous mercaptans that are the result of biological systems used at the facility to meet NPDES requirements for discharge of treated wastewater into a high value receiving body;
- The need to mesh these activities with process requirements, operational set points and limitations required to meet all National Pollution Discharge Elimination System, New Jersey Department of Environmental Protection and Delaware River Basin Commission permitted values, as well as State and Federal disposal requirements for the resultant coproduction.

This activity is contemplated as a temporary replacement for the submitted upgrade of the Digester – Odor Control project submitted for review initially in 2017. It was and is the most advantageous method available to attempt mitigation of odor complaints generated by residents adjacent to the Wastewater Treatment Facility; short of the recommended upgrades referenced in the Odor Control Study submitted in October 2017.



Background:

The Phillipsburg Treatment facility has suffered on and off with odor related issues since the 1990's. Aeration to the digesters was halted in 1994 due to increasing odor issues. In May of 2015, in preparation for the pending facility upgrade, aerators in the East Digester were repaired and the unit placed back in service with air to the tanks to accomplish mixing and test the ability to handle new thickened sludge characteristics posed by the new process changes. This resulted in a significant number of complaints prompting another shutdown of the mixing and aeration in the digesters. The digester operation was modified and after acknowledging that lack of mixing would result in deposition that would be detrimental to the operation of the digester and its pumping and transfer systems due to the introduction of Iron Oxide into the system. With the new processes in place operation of the new configuration began in 2016.

Odor issues began to surface almost immediately, though reports were centralized in the Hillside area adjacent to the facility. Facility staff was instructed thru the Mayor and city Council to mitigate the issue...Community outreach and informational sessions were held beginning in February of 2017 in preparation for the spring and its projected odor issues and subsequent complaints. Beginning with the March 7, 2017 council meeting odor control issues were at the forefront. By the May 23rd Council meeting authorizations of a comprehensive odor study was commissioned (R: 2017-109) and the facility was instructed to do all possible to mitigate the odors. In proactive efforts, various and sundry methods were attempted;

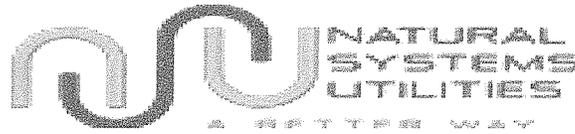
- Magnesium Hydroxide addition
- Lime Additions
- Utilization of Auxiliary Odor control devices and sprays
- Potassium Permanganate additions
- Sodium Permanganate additions
- Bioxide additions

None of which could accomplish a "Zero Complaint" condition.

With new complaints coming and unable to consistently produce an acceptable outcome, a strategy was developed whereby process would be modified, lowering the Mixed Liquor and modifying hauling strategies to operate the Coproduction levels at a reduced level and begin Vx456 chemical additions to break sulfide production

- This involved significantly increasing sludge hauling for the purpose of odor control...and odor control only.

The Mayor, council and all interested stakeholders were informed of the significant cost of this activity, and that the costs, estimated in the 100,000's of dollars, would be continually occurring until such time as a permanent resolution thru infrastructure modification



would occur. The first of these costs were reflected in the Contract year 2017 -2018 continuing thru Contact year 2018 – 2019 and into the present.

It is this methodology which we will employ in this seasons odor control activities.

The following request is therefore tendered for June Prophylaxis Odor Control Program:

Prophylaxis Odor Control Program July 2020			
Quantity	Parts Description	Unit Cost	Price
.195 MG	Remove from the Facility additional Coproduction for Prophylaxis Odor Control.	0.135	\$26,325.00
1	Chemical Additions + Vx456	\$2,400.00	\$2400.00
1	NSU Management Fee	\$4410.00	\$4410.00
Total Cost		\$33,033	

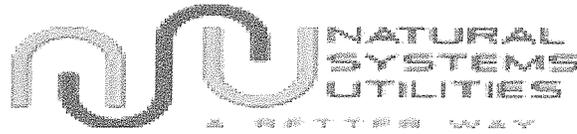
Pricing on the activity and services are quoted based on activities conducted over the previous 2 years, and should be viewed as an estimated value. Actual hauling and costs are subject to operational conditions at the facility and are subject to changes based on those activities and the number of complaints generated over the time span of the activity.

The NSU Management fee encompasses additional costs associated with the processing including additional Polymers, operations and handling. Invoicing will occur on a monthly basis.

NSU/AWM therefore respectfully requests approval and funding of the activity through Capital Authorization at pricing quoted and through estimates and this request. Total Capital funding request for the “Prophylaxis Odor Control Program June 2020” (inclusive) is \$33,033.00; shall not exceed \$35,000.00.

Additionally the Waste Sludge Storage Tank cover is slated for a tentative delivery on 6.29.20, with installation in July 2020. It is the first step towards covering of our open tankage for the reduction of odors.

Respectfully,
 Daniel G. Baransky
 Project Manager, NSU – Phillipsburg
 Telephone: 908-454-1200
 Mobile: 908-894-8878



dbaransky@naturalsystemsutilities.com.

Cc: Town of Phillipsburg (Various)
Dennis Yoder, Remington and Vernick
Stephanie Cuthbert, Remington and Vernick
Richard Wenner, Lavery, Selvaggi, Abromitis & Cohen, p.c.
Jim Huntington, Natural Systems Utilities
John Tekula, Natural Systems Utilities
Andrew Costa, Natural Systems Utilities
Tom Maxwell, Natural Systems Utilities

R: 2020 - 157

A RESOLUTION IMPOSING LIEN FOR
MUNICIPAL SERVICES

WHEREAS, the attached schedule lists the owner of a Block and Lot located in the Town of Phillipsburg, and

WHEREAS, there are unpaid charges in the amount listed outstanding on said Block and Lot, representing the costs incurred by the Town of Phillipsburg to remedy violations occurring on said property, according to the certification and cost annexed hereto, which the Town Council has examined and found to be proper,

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg that it does hereby place a lien on the premises listed in the amount listed for the purpose of collecting unpaid charges due to the Town of Phillipsburg.

CERTIFICATION

I, Victoria L. Kleiner, Registered Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Town Council at their August 18, 2020 meeting.

Victoria L. Kleiner, RMC

R: 2020 -158

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG,
COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING THE REFUND
OF DEPOSIT FOR RESERVATION OF THE PAVILLION**

NOW, THEREFORE, BE IT RESOLVED by Town Council of Phillipsburg, County of Warren, State of New Jersey, that the following refunds for deposits made for reservation of the pavilion are hereby authorized:

1. Iglesia Pentecostal – Joel Diaz: \$25.00

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 18, 2020 meeting.

Victoria L. Kleiner
Municipal Clerk

R: 2020-159

**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-00805**

New Jersey Fire Equipment Co. **Fire Department**
119-131 Route 22 East **Equipment**
Green Brook, NJ 08812

1 - Globe read hanging name patch, per quote of 08-12-2020,
Name - A. Farley

Price \$57.43 Each Total \$57.43

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 18, 2020 meeting.

Victoria L. Kleiner, RMC

R: 2020-160

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

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

WHEREAS, said payment was due to a tax overpayment refund 100% Veterans deduction being granted,

ACCT	YEAR	BLOCK	LOT	NAME	AMOUNT
20550	2020	1217	17	FETZER, LAUREN M	\$1,044.22
34747	2020	1801	23	LERETA LLC/Leverette, KHARY PALIN, TASHANA	\$1030.85
51661	2020	2906	18	HERNER, Eric M / BORRMANN, LAURA M	\$1,207.51

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

CERTIFICATION

I, Victoria L. Kleiner, Municipal Clerk of the Town of Phillipsburg, County of Warren and State of New Jersey do hereby certify the foregoing to be true and correct copy of a Resolution adopted by Council at a meeting held on August 18, 2020.

Victoria L. Kleiner, RMC

R-2020-161

**RESOLUTION OF THE TOWN OF PHILLIPSBURG,
AWARDING A CONTRACT FOR THE 2020 ROAD
IMPROVEMENT PROJECT PHASE 2 SANITARY AND
STORMWATER INSPECTION**

WHEREAS, the Town advertised for the submission of bids relative to the procurement of services relative to the 2020 Road Improvement Program Phase 2 Sanitary and Stormwater inspection in the Town as identified in the bid specifications (“Project”); and

WHEREAS, the Town prepared and advertised bid specifications for the Project; and

WHEREAS, sealed bids were received and opened on July 30, 2020; and

WHEREAS, one (1) company submitted bids for the base bid plus Alternate A and Alternate B as follows:

1. Montana Construction Corp., Inc. Lodi, NJ- \$1,446,250.00; and

WHEREAS, Montana Construction Corp, Inc. Lodi, NJ- was the lowest responsible bidder; and

WHEREAS, the Town’s Engineer, Van Cleef Engineering Associates, LLC, submitted correspondence dated August 3, 2020 recommending a bid award to Montana Construction Corp., Inc.; and

WHEREAS, the Town Council believes it to be in the best interest of the Town to award the Project to Montana Construction Corp., Inc. as discussed above; 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 contract for the Project is hereby awarded to Montana Construction Corp., Inc. Lodi New Jersey. in the amount NOT TO EXCEED \$1,446,250.00 and

BE IT 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 18, 2020.

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. Duffley, P.E., PTOE
Michael K. Ford, P.E., P.P.
Jeffrey W. Munzing, P.E.
Stanley J. Schrek, P.E., A.I.A., P.P., CME, LEED AP
Herbert J. Seeburger, Jr., P.E., CME, CPWM

August 3, 2020

Mayor & Council
120 Filmore Street
Phillipsburg, New Jersey 08865

Re: Recommendation of Award
2020 Road Program Phase 2 Sanitary and Stormwater Repairs
Town of Phillipsburg
Our Proj. No. 9110.024

Dear Mayor & Council:

On July 30, 2020 bids were received and opened for the above referenced project. One (1) bid was received; Montana Construction Corp. Inc. of Lodi New Jersey is the lowest responsible bidder for the option of Base Bid plus Alternate Bid A plus Alternate Bid B for a total of \$1,446,250.00.

Based on a review of documents submitted and reference checks, we recommend award of the contract to Montana Construction Corp. Inc. of Lodi New Jersey in the amount of \$1,446,250.00, subject to certification of funds by the Town CFO. The contract includes \$861,841.69 in sanitary sewer repairs and \$584,408.31 in stormwater repairs as such it is anticipated a portion of funding will come from the Sanitary Sewer budget and portion is anticipated to come from the 2020 Road Program.

Based on the projected sewer repair costs and projected 2020 Road Program costs a balance of \$125,750 is anticipated to remain towards paving which will be bolstered by contributions (some already deposited) from Aqua and Elizabethtown. The resultant balance would cover the cost to complete Heckman Phase 3 & 4, Bates, and some combination of roads from Valley View or Kent/Hill/Congress or Mary, John, Davis area or Summit or portion of Mercer Street. Prior to start of the sanitary and storm repairs our office will finalize the repair locations with the contractor and Town based on finalized priority roads selected by the governing body as not all repairs can be completed under this contract and not all roads will be able to be paved.

VanCleefEngineering.com

Please Reply To:

PHILLIPSBURG NJ OFFICE

755 Memorial Parkway, Suite 110 • Phillipsburg NJ 08865
908.454.3080 • Fax: 908.454.1397

With Other Offices In:

Hillsborough NJ • Lebanon NJ • Mt. Arlington NJ • Freehold NJ
Toms River NJ • Hamilton NJ • Doylestown PA • Bethlehem PA
Mechanicsburg PA • Leesport PA • Newark DE

Recommendation of Award
August 3, 2020
91100.24
Page 2



Please advise should there be any questions.

Very truly yours,

VAN CLEEF ENGINEERING ASSOCIATES INC.

Timothy M. O'Brien

Timothy M. O'Brien, PE, CME
Assistant to Borough Engineer

cc: Robert Merlo, CFO
Victoria Kleiner, Clerk
Richard Wenner, Esq.
Stan Schrek, PE, AIA, PP, CME, LEED AP, Town Engineer

f:\projects\9100 phillipsburg\9110 -- ci roads\024 2020 paving program\sewer inspection bid\specs sewer repairs\2nd bid\2020-08-03 - sewer repair
award award recommendation.doc

BID TALLY SHEET		BIDDER NO. 1	
DATE 07/30/20		Montana Construction Corp., Inc.	
2020 ROAD PROGRAM PHASE 2 SANITARY AND STORMWATER REPAIRS		80 Contant Avenue	
9110.024		Lodi, New Jersey 07644	
Town of Phillipsburg		Phone: 973-483-3200	
Warren County			

BASE BID

ITEM NO.	DESCRIPTION	QTY	APPROX.	UNIT	PRICE	EXTENDED PRICE
1	MOBILIZATION, TRAFFIC CONTROL, BONDS, INSURANCE	1		LUMP SUM	\$50,000.00	\$50,000.00
2	POLICE TRAFFIC DIRECTORS	1		ALLOWANCE	\$100,000.00	\$100,000.00
3	SANITARY SPOT REPAIRS - 8" TO 12" SDR 35 (UP TO 7.5' DEEP) MINIMUM LENGTH OF REPAIR 8'	920		LINEAR FEET	\$750.00	\$690,000.00
4	SANITARY SPOT REPAIRS - 8" TO 12" SDR 35 (OVER 7.5' DEEP UP TO 11' DEEP) MINIMUM LENGTH OF REPAIR 8'	30		LINEAR FEET	\$750.00	\$22,500.00
5	STORMWATER SEWER SPOT REPAIRS - 12" RCP CLASS 3 (UP TO 7.5' DEEP) MINIMUM LENGTH OF REPAIR 8'	115		LINEAR FEET	\$750.00	\$86,250.00
6	STORMWATER SEWER SPOT REPAIRS - 12" RCP CLASS 3 (OVER 7.5' DEEP UP TO 13' DEEP) MINIMUM LENGTH OF REPAIR 8'	20		LINEAR FEET	\$750.00	\$15,000.00
7	STORMWATER SEWER SPOT REPAIRS - 15" RCP CLASS 3 (UP TO 7.5' DEEP) MINIMUM LENGTH OF REPAIR 8'	215		LINEAR FEET	\$750.00	\$161,250.00
8	STORMWATER SEWER SPOT REPAIRS - 15" SDR 35 (UP TO 7.5' DEEP) MINIMUM LENGTH OF REPAIR 8'	35		LINEAR FEET	\$750.00	\$26,250.00
9	STORMWATER SEWER SPOT REPAIRS - 15" SDR 35 (OVER 7.5' DEEP UP TO 13' DEEP) MINIMUM LENGTH OF REPAIR 8'	100		LINEAR FEET	\$800.00	\$80,000.00
10	STORMWATER SEWER SPOT REPAIRS - 18" SDR 35 (UP TO 7.5' DEEP) MINIMUM LENGTH OF REPAIR 8'	100		LINEAR FEET	\$800.00	\$80,000.00
11	STORMWATER SEWER SPOT REPAIRS - 18" RCP CLASS V (UP TO 7.5' DEEP) MINIMUM LENGTH OF REPAIR 8'	20		LINEAR FEET	\$1,000.00	\$20,000.00
12	STORMWATER SEWER SPOT REPAIRS - 24" RCP CLASS 3 (UP TO 7.5' DEEP) MINIMUM LENGTH OF REPAIR 8'	15		LINEAR FEET	\$1,000.00	\$15,000.00

BASE BID AMOUNT **\$1,346,250.00**

ALTERNATE BID A - REPAIR ALLOWANCE

ITEM NO.	DESCRIPTION	QTY	APPROX.	UNIT	PRICE	EXTENDED PRICE
13	REPAIR ALLOWANCE	1		ALLOWANCE	\$50,000.00	\$50,000.00

ALTERNATE BID A AMOUNT **\$50,000.00**

ALTERNATE BID B - REPAIR ALLOWANCE

ITEM NO.	DESCRIPTION	QTY	APPROX.	UNIT	PRICE	EXTENDED PRICE
14	REPAIR ALLOWANCE	1		ALLOWANCE	\$50,000.00	\$50,000.00

ALTERNATE BID B AMOUNT **\$50,000.00**

BID SCENARIOS

BASE BID ONLY	\$1,346,250.00
BASE BID ONLY + ALTERNATE BID A	\$1,396,250.00
BASE BID ONLY + ALTERNATE BID A + ALTERNATE BID B	\$1,446,250.00

R: 2020 – 162

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG,
COUNTY OF WARREN, STATE OF NEW JERSEY, APPROVING AND
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH WARREN COUNTY
REGARDING THE REPAYMENT OF LIBRARY FEDERATION MONIES**

WHEREAS, the Town of Phillipsburg and the County of Warren have negotiated an agreement covering the repayment of monies owed to the County as evidenced in the Agreement attached hereto; and

WHEREAS, the Town Council desires to ratify the Agreement and authorize its execution.

NOW, THEREFORE, BE IT RESOLVED by Town Council of Phillipsburg, County of Warren, State of New Jersey, that the Agreement attached hereto is hereby approved and the Mayor is authorized and directed to execute same.

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 18, 2020 meeting.

Victoria L. Kleiner
Municipal Clerk

**BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF WARREN**

BELVIDERE, NEW JERSEY 07823-1949

JOSEPH J. BELL
WARREN COUNTY COUNSEL
DAVID T. SHIVAS
ASSISTANT COUNTY COUNSEL
JOSEPH J. BELL, IV
ASSISTANT COUNTY COUNSEL



150 Mineral Springs Drive
PO Box 220
Rockaway, NJ 07866

TEL: 973-442-7900
FAX: 973-442-7990
joebell@bsblawgroup.com
www.bsblawgroup.com

VIA E-MAIL rwenner@lsaclaw.com

August 13, 2020

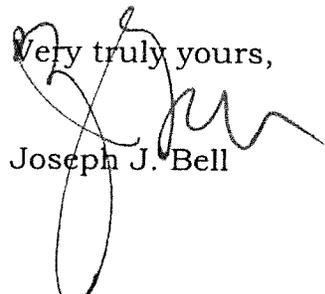
Richard Wenner, Esq.
Lavery, Selvaggi, Abromitis & Cohen, PC
1001 Court Road 517
Hackettstown, NJ 07840

Dear Mr. Wenner:

Enclosed please find an Agreement by and between the County of Warren and the Town of Phillipsburg in connection with repayment of the monies owed and due the County pursuant to the June 2018 termination of the Library Federation Agreement between the County and Town of Phillipsburg.

I understand that you are on vacation, so I have also taken the liberty of e-mailing this agreement to you. I remain,

Very truly yours,


Joseph J. Bell

JJB:cac
Enc.

Cc: Warren County Board of Chosen Freeholders

AGREEMENT

THIS AGREEMENT made on this ____ day of _____, 2020, by and between the COUNTY OF WARREN, with offices at the Dumont Administration Building, 165 County Route 519 South, Belvidere, NJ 07823 (hereinafter known as the "County"), and the TOWN OF PHILLIPSBURG, with offices located at 120 Filmore Street, Phillipsburg, NJ 08865 (hereinafter known as the "Town") for the repayment of monies from the Town to the County pursuant to the June 2018 termination of a Library Federation Agreement between the County and Town for the purpose for providing cooperative library services in accordance with N.J.S.A. 40:9A-1 et seq.

WITNESSETH:

WHEREAS, the County and Town entered into a Library Federation Agreement ("Federation Agreement") for the purpose of providing cooperative library services between the Warren County Free Library and the Phillipsburg Free Public Library beginning on January 1, 1990, as amended, and continuing in force until June 2018; and

WHEREAS, the Federation Agreement provides in pertinent part:

"Effective December 31, 2010, upon termination of the Agreement and Amendments, the County shall retain ownership rights to additions to the Phillipsburg Free Public Library collection proportionate to its financial support in each preceding year. Said ownership shall be satisfied by transfer of an equivalent value of collection materials or by payment from the Town to the County upon termination. The Phillipsburg Free Public Library shall annually commit no less than 10% of its Operating Expenses to acquisition of materials."

; and

WHEREAS, pursuant to the terms of the Federation Agreement the County made payments from the Town between 2011 and 2017 totaling in the amount of \$3,751,635.00; and

WHEREAS, pursuant to the terms of the Federation Agreement, at the time of the termination of the Federation Agreement the Town owed a balance of \$375,163.00, representing the value of the County's share of the materials purchased for the Phillipsburg Free Public Library between 2011 and 2017; and

WHEREAS, in June 2018 the County exercised its right of termination pursuant to the provisions of the Federation Agreement;

WHEREAS, the balance of \$375,163.00 owed by the Town to the County remains outstanding of as August 2020;

NOW, THEREFORE, be it agreed by the County and Town as follows:

1. The Town of Phillipsburg agrees to pay the County of Warren the sum of \$375,163.00 owed under the provisions of the Library Federation Agreement entered into between the parties on January 1, 1990, as amended, through the termination of cooperative library services in June 2018.

2. The Town shall pay this sum in six (6) annual installments commencing on May 1, 2021, with the last scheduled payment becoming due as of May 1, 2026, according to the following schedule:

Date	Installment	Total Balance Paid
May 1, 2021	\$62,527.17	\$62,527.17
May 1, 2022	\$62,527.17	\$125,054.34
May 1, 2023	\$62,527.17	\$187,581.51
May 1, 2024	\$62,527.17	\$250,108.68
May 1, 2025	\$62,527.16	\$312,635.84
May 1, 2026	\$62,537.16	\$375,163.00

3. The Town shall have a grace period of thirty (30) days, until May 31 of each year, in which to make each payment without incurring any interest. Thereafter, in the event that a payment is not made by May 31 of each year, the Town shall be liable for the annual installment plus interest charged on the amount of the installment due to be calculated as compounding interest at a rate equal to the Consumer Price Index calculated by the United States Bureau of Labor Statistics for the corresponding month(s) in which such installment payment remains due and outstanding beyond May 31 of such year.

4. The terms of this Agreement may be modified by the mutual consent of the parties hereto by the execution of an amendment in writing approved by Resolution of the undersigned.

5. This Agreement shall become effective on _____, 2020.

ATTEST:

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF WARREN

Alex J. Lazorisak
Administrator

Richard D. Gardner
Freeholder Director

Dated: _____

Dated: _____

ATTEST:

TOWN OF PHILLIPSBURG

Victoria L. Kleiner
Clerk

Todd Tersigni
Mayor

Dated: _____

Dated: _____

R: 2020- 163

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, APPROVING A CHANGE ORDER REQUEST IN THE AMOUNT OF \$70,188.21 AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$107,708.67 FOR THE HECKMAN STREET PHASES 3&4 PROJECT

WHEREAS, the Town of Phillipsburg is under contract with Topline Construction, Inc. for work associated with the Heckman Street Phase 3&4 project; and

WHEREAS, the Municipal Engineer has recommended approval of the following change order:

- 1) Change Order #1, which is an increase of \$70,188.21 (13.94%) and results in a current contract value of \$573,780.19; and

WHEREAS, the Municipal Engineer has recommended the approval of Payment Request #1 in the amount of \$107,708.67 (which includes the withholding of 2% retainage); 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 above-mentioned Change Order # 1 is hereby approved in the amount of \$70,188.21 (13.94% of the original contract) and results in a current contract value of \$573,780.19.

BE IT FURTHER RESOLVED that Payment Request #1 in the amount of \$107,708.67 (which includes the withholding of 2% retainage) to Topline Construction, Inc. is hereby approved and directed to be made based upon the recommendation of the Municipal Engineer.

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 18, 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

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Cynthia V. Norfleet, COO
Mark A. Bahnick, P.E.
Lawrence M. Diffley, P.E., PTOE
Michael K. Ford, P.E., P.P.
Jeffrey W. Munzing, 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

Vicki Kleiner, Town Clerk
Town of Phillipsburg
120 Filmore Street
Phillipsburg, NJ 08865

Re: Payment No. 1 & Change Order No. 1
Heckman Street Phase 3 & 4
Town of Phillipsburg
Our Proj. No. 9110.022/026

Dear Mrs. Kleiner:

Attached, please find Payment Request No 1, submitted by Topline Construction Inc., for work performed on the above referenced project. Our office recommends payment, in the amount of \$107,708.67 (which includes the withholding of 2% retainage). As the work has been completed in accordance with the contract documents, payment is recommended.

This payment includes authorization for Change Order No. 1, which covers adjustments to the original authorized project. Change Order No. 1 is an increase of \$70,188.21 (13.94%) and results in a current contract value of \$573,780.19.

The contractor will submit separate certified payrolls at a later date.

Please advise should there be any questions.

Very truly yours,

VAN CLEEF ENGINEERING ASSOCIATES INC.

Timothy M. O'Brien

Timothy M. O'Brien, PE, CME
Project Engineer

cc: Todd M. Tersigni, Mayor
Robert Merlo, CFO
Stanley J. Schrek, PE, AIA, PP, CME, LEED AP, Town Engineer

f:\projects\9110 phillipsburg\9110 -- ci roads\022 heckman phase 3\pay cert\2020-07-31 - pay cert 1.docx

VanCleefEngineering.com

Please Reply To:
PHILLIPSBURG NJ OFFICE
755 Memorial Parkway, Suite 110 • Phillipsburg NJ 08865
908.454.3080 • Fax: 908.454.1397

With Other Offices In:
Hillsborough NJ • Lebanon NJ • Mt. Arlington NJ • Freehold NJ
Toms River NJ • Hamilton NJ • Doylestown PA • Bethlehem PA
Mechanicsburg PA • Leesport PA • Newark DE

Original Contract			Supplementals to Date			Extras to Date			Reductions to Date			Contract Totals To Date			Work Completed To Date		
Quantity	Unit	Price	Unit Cost	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
20.00	U	\$ 0.01	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	20	\$ 0.20	0.00	\$ 0.		
10.00	U	\$ 0.01	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	10	\$ 0.10	0.00	\$ 0.		
350.00	U	\$ 0.01	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	350	\$ 3.50	0.00	\$ 0.		
500.00	SF	\$ 13.65	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	500	\$ 6,825.00	355.00	\$ 4,845.		
530.00	HOUR	\$ 76.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	530	\$ 40,401.90	0.00	\$ 0.		
330.00	HOUR	\$ 95.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	330	\$ 31,350.00	0.00	\$ 0.		
1.00	DOLL	\$ 2,500.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1	\$ 2,500.00	0.00	\$ 0.		
1.00	DOLL	\$ 2,500.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1	\$ 2,500.00	0.00	\$ 0.		
1.00	LS	\$ 17,872.67	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1	\$ 17,872.67	0.25	\$ 4,468.		
75.00	CY	\$ 0.01	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	75	\$ 0.75	0.00	\$ 0.		
210.00	SY	\$ 0.01	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	210	\$ 2.10	0.00	\$ 0.		
8,385.00	SY	\$ 2.58	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	8,385	\$ 21,633.30	0.00	\$ 0.		
250.00	SY	\$ 2.90	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	250	\$ 725.00	0.00	\$ 0.		
10,600.00	LF	\$ 1.78	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	10,600	\$ 18,868.00	0.00	\$ 0.		
1,695.00	GAL	\$ 0.01	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,695	\$ 16.95	0.00	\$ 0.		
1,065.00	T	\$ 90.98	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,065	\$ 96,893.70	0.00	\$ 0.		
30.00	T	\$ 97.43	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	30	\$ 2,922.90	26.24	\$ 2,556.		
15.00	LF	\$ 254.53	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	12	\$ 3,054.36	12.00	\$ 3,054.		
200.00	LF	\$ 18.11	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	200	\$ 3,622.00	0.00	\$ 0.		
3.00	UN	\$ 1,436.73	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	2	\$ 2,873.46	2.00	\$ 2,873.		
1.00	UNI	\$ 5,065.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1	\$ 5,065.00	1.00	\$ 5,065.		

Original Contract			Supplementals to Date			Extras to Date			Reductions to Date			Contract Totals To Date			Work Completed To Date		
Quantity	Unit	Price	Unit Cost	Quantity	Unit Cost	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
650.00	SY	\$ 0.24	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	650	\$ 156.00	0.00	\$ 0.
650.00	SY	\$ 0.24	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	650	\$ 156.00	0.00	\$ 0.
225.00	SY	\$ 88.04	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	225	\$ 19,809.00	0.00	\$ 0.
95.00	SY	\$ 45.90	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	95	\$ 4,360.50	0.00	\$ 0.
100.00	SY	\$ 75.02	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	100	\$ 7,502.00	0.00	\$ 0.
1,125.00	LF	\$ 38.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,125	\$ 43,447.50	0.00	\$ 0.
25.00	SY	\$ 94.71	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	25	\$ 2,367.75	0.00	\$ 0.
85.00	SY	\$ 42.34	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	85	\$ 3,598.90	0.00	\$ 0.
108.00	SY	\$ 107.18	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	108	\$ 11,575.44	0.00	\$ 0.
200.00	LF	\$ 35.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	200	\$ 7,100.00	0.00	\$ 0.
0.00	LS	\$ 69,250.00	\$ -	1.00	\$ 69,250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1	\$ 69,250.00	1.00	\$ 69,250.
0.00	UNIT	\$ 4,500.00	\$ -	1.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1	\$ 4,500.00	1.00	\$ 4,500.
0.00	UNIT	\$ 1,400.00	\$ -	2.00	\$ 2,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	2	\$ 2,800.00	2.00	\$ 2,800.
0.00	UNIT	\$ 4,500.00	\$ -	1.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	1	\$ 4,500.00	1.00	\$ 4,500.
							\$ 81,050.00		\$ 551.20		\$ 11,412.99		\$ 573,780.19		\$ 109,906.1		

I hereby certify that I have examined this estimate and find same to be correct.
All work covered by this certificate appears to have been performed in accordance
with the plans and specifications. This certificate is not intended as a final
acceptance of the work.

Van Cleef Engineering Associates
BY
Stanley J. Schrek, PE
Town Engineer
Date

\$0.00

Form SA-1 10/86

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER - 1
STATE AID PROJECT**

Project	Heckman Street Phase 3 & 4
Municipality	Town of Phillipsburg
County	Warren County
Contractor	Topline Construction Inc.

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

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

Sanitary Sewer Repairs and Adjustments due to field conditions at time of constructions

Extras

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
S1	SANITARY SEWER REPAIR CHANGE ORDER	1.00	LS	\$ 69,250.00	\$ 69,250.00
S2	REPLACE EXISTING INLET TYPE D TO TYPE A INLET	1.00	UNIT	\$ 4,500.00	\$ 4,500.00
S3	RECONSTRUCTED INLET, TYPE D TO TYPE A INLET	2.00	UNIT	\$ 1,400.00	\$ 2,800.00
S4	INSTALL INLET TYPE A	1.00	UNIT	\$ 4,500.00	\$ 4,500.00
Sub-total Extras					\$ 81,050.00

Supplemental

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
44	STUMP REMOVAL	1.00	UNIT	\$ 78.74	\$ 78.74
45	TREE REMOVAL, OVER 6" TO 12" DIAMETER	1.00	UNIT	\$ 472.46	\$ 472.46
Sub-total Supplemental					\$ 551.20

Reductions

Item No.	Description	Quantity (+/-)	Unit	Unit Price	Amount
18	15" REINFORCED CONCRETE PIPE, CLASS V	-3	LF	\$ 254.53	\$ (763.59)
20	RESET INLET, TYPE B, NEW CASTINGS	-1	UN	\$ 1,436.73	\$ (1,436.73)
22	REPLACE EXISTING INLET TYPE B TO TYPE E INLET	-1	UN	\$ 5,877.78	\$ (5,877.78)
23	RESET INLET, TYPE A, USING NEW CASTING	-3	UN	\$ 1,111.63	\$ (3,334.89)

Sub-total Reductions \$ (11,412.99)

Amount of Original Contract \$503,591.98

Adjusted Amount Based on Change
Order Nos. 1 \$573,780.19

% Change in Contract (+) Increase or (-)
Decrease 13.94%

Extra \$ 81,050.00

Supplemental \$ 551.20

Reduction \$ (11,412.99)

Total Charge \$ 70,188.21

(Engineer) (Date)

(Municipal Presiding Officer) (Date)

(Contractor) (Date)

NJDOT (Date)

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:

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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 pro-rated 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

GREIVANCE 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: _____