

TOWN OF PHILLIPSBURG
REGULAR TOWN COUNCIL MEETING
Tuesday, July 17, 2018
Phillipsburg Housing Authority
535 Fisher Avenue
7:00 P.M. — REGULAR SESSION AGENDA

1. **CALL TO ORDER**

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

3. **INVOCATION AND FLAG SALUTE**
Council Vice President DeGerolamo

4. **ROLL CALL**
Council President Fulper, Council Vice President DeGerolamo, Councilman Davis, Councilman Lutz, Councilman McVey

5. **DISCUSSION**
 - Mary Beth Ringo – Municipal Alliance
 - Aqua Water

6. **PAYMENT OF BILLS**

7. **PUBLIC COMMENT ON AGENDA ITEMS**

8. **ORDINANCES — SECOND READING**

ORDINANCE 2018-10 A – with Amendments Added
AN ORDINANCE AMENDING THE CODE OF THE TOWN OF PHILLIPSBURG BY AMENDING THE RIVERFRONT REDEVELOPMENT PLAN, SECTION 3.9, ENTITLED “DISTRICT 6 – RIVERSIDE COMMERCIAL”, TO PERMIT STORAGE OF WASTE DISPOSAL CONTAINERS AND TRUCKS IN THE ZONE

9. **ORDINANCES – FIRST READING**

*O:2018-13 *Amended**

*(First Reading 06.12.18 tabled, remained tabled 06-19-18, 07-03-2018 First Reading Tabled – **FIRST READING 07-17-2018**)*

AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY DELETING AND REPLACING CHAPTER V, ADMINISTRATION OF GOVERNMENT, ARTICLE XII, DEPARTMENT OF RECREATION, SECTION 91, RECREATION ADVISORY COMMITTEE OF THE CODE OF THE TOWN OF PHILLIPSBURG, AND DELETING SECTION 92, YOUTH CENTER

O: 2018-14 (**FIRST READING 07-17-2018**)

AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, Entitled "OPEN SPACE"

O: 2018-15 (**FIRST READING 07-17-2018**)

BOND ORDINANCE PROVIDING FOR VARIOUS 2018 CAPITAL IMPROVEMENTS, BY AND IN THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$1,758,100 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,670,195 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF

O: 2018-16 (**FIRST READING 07-17-2018**)

BOND ORDINANCE REPEALING AND REPLACING BOND ORDINANCE NUMBER 2017-03 FINALLY ADOPTED APRIL 18, 2017 AND PROVIDING FOR THE RENOVATION AND CONVERSION OF THE ARMORY INTO A PUBLIC SAFETY BUILDING TO HOUSE THE POLICE, FIRE AND EMERGENCY MANAGEMENT DEPARTMENTS, BY AND IN THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$3,211,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,050,450 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF

10. **NEW BUSINESS**

11. **VETOED ORDINANCE(s)**

O: 2018-12 VETOED

AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY ADOPTING SALARY GUIDE FOR THE UNCLASSIFIED EMPLOYEES

12. **RESOLUTIONS**

CONSENT AGENDA *

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

R: 2018 -125

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING THE SIGNING OF GOVERNMENT ENERGY AGGREGATION PROGRAM AGREEMENTS

R: 2018-126

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF GOVERNMENT ENERGY AGGREGATION PROGRAM AGREEMENTS FOR THE MORRIS AREA ENERGY COOPERATIVE

R: 2018-127

A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER TO THE BUDGET OF THE TOWN OF PHILLIPSBURG FOR ANTICIPATED REVENUE DERIVED FROM THE DONATIONS NATIONAL NIGHT OUT FUND AS REQUIRED BY THE N.J.S.A. 40A:5-29, ET SEQ.

R: 2018-128

A RESOLUTION PROVIDING FOR RENEWAL OF ENTERTAINMENT LICENSE

R: 2018-129

A RESOLUTION APPROVING THE PAYMENT OF THIRD QUARTER 2018 COUNTY TAX AND OPEN SPACE TAX, DUE AUGUST 15, 2018

R: 2018-130

A RESOLUTION IMPOSING LIEN FOR MUNICIPAL SERVICES

R: 2018-131

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, REGARDING VACATION AND SICK PAY FOR SANDRA J. O'LOUGHLIN

R: 2018-132

A RESOLUTION APPROVING THE ISSUANCE OF A SPECIAL PERMIT FOR A SOCIAL AFFAIR TO BERNADINE MAY AMERICAN LEGION POST 457

R: 2018-133

A RESOLUTION OF THE TOWN OF PHILLIPSBURG COUNTY OF WARREN AUTHORIZING A CONTRACT BETWEEN THE TOWN OF PHILLIPSBURG AND THE MUNICIPAL ALLIANCE PROGRAM

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

14. **MAYOR AND ADMINISTRATIVE REPORTS**

Request for Appointment of a Temporary Business Administrator

15. **PUBLIC PETITIONS**

(Time public can speak)

16. **COUNCIL OPEN TIME**

17. **MOTIONS:**

18. **PERSONNEL DISCUSSION:** NONE

19. **EXECUTIVE SESSION**

R: 2018 -

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

20. **ADJOURNMENT**

**Bill List Summary
REGULAR BILL LIST AS OF July 17, 2018**

		<u>Check No</u>
1 Current Fund	1,289,477.80	_____
2 State & Federal Grants	303.36	_____
4 Capital Fund	91.95	_____
7 Sewage Utility Fund	119,618.84	_____
8 Sewage Capital Fund	0.00	_____
12 Planning Board Trust Fund	10,805.00	_____
12 Opus Investments	0.00	_____
13 Dog Trust Fund	0.00	_____
15 Public Defender Trust Fund	0.00	_____
16 Section 8	598.25	_____
17 General Trust Fund	0.00	_____
17 Commerce Park Redevelopment	0.00	_____
18 Bernards Township RCA	0.00	_____
20 Agency Fund	284.32	_____
21 Revolving Loan Fund	0.00	_____
Total Regular Bill List as July 17, 2018	1,421,179.52	_____

Section 8 Rent Payments for 2018

16 Section 8 Program	142,498.00	_____
Total Section 8 Rent Payments as of August 1, 2018	142,498.00	_____

Pre-Paid Bill List as of July 17, 2018

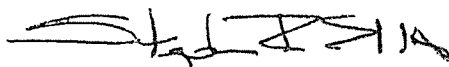
1 Current Fund	0.00	
2 State & Federal Grants	0.00	
4 Capital Fund	0.00	
7 Sewer Utility Fund	83.00	
8 Sewer Utility Capital	0.00	
12 Planning Board Trust Fund	0.00	
16 Section 8	0.00	
17 General Trust Fund	0.00	
18 Bernards Township RCA	0.00	
20 Agency Fund	149,106.10	
21 Revolving Loan Fund	0.00	
Total Pre-Paid Bill List for July 17, 2018	149,189.10	

Grand Total All Funds 1,712,866.62

Approved By:



Robert J. Merlo, CFO



Stephen R. Ellis, Mayor

List of Bills - CLAIMS CHECKING ACCOUNT
Meeting Date: 07/17/2018 For bills from 07/04/2018 to 07/17/2018

Check#	Vendor	Description	Payment	Check Total
73205	3 - VERIZON, INC	PO 28736 7/1/18-7/31/18 Services as per bill	609.20	609.20
73206	5 - JIORLES OFFICE SUPPLIES	PO 28590 supply order	382.62	
		PO 28617 Supplies for playgrounds	352.55	
		PO 28618 Office Supplies	302.17	
		PO 28647 Office supplies	64.93	
		PO 28653 office supplies	850.84	
		PO 28714 Vertiflex File Cart	164.99	2,118.10
73207	16 - J C P L	PO 28734 03/21/18-04/26/18 Services as per b	11,663.03	11,663.03
73208	25 - ES2-ENVIR.SYS.EQUIP SVCS INC	PO 28570 Treatment Plant Effluent FIT - 130	269.49	269.49
73209	43 - ROSSNAGLE'S SERVICE CNTR INC	PO 28575 Repairs for 94-14	626.76	
		PO 28578 A/C compressor for 94-70	700.87	
		PO 28638 Repairs for Baker 24	678.00	
		PO 28645 Tow police car to town garage	75.00	
		PO 28654 Check and replace alternator for Ba	313.46	2,394.09
73210	57 - VERIZON PA	PO 28735 4/19/18-5/18/18 Services as per bill	28.69	28.69
73211	64 - DIVISION OF CRIMINAL JUSTICE ACAD.	PO 28585 Training for Hulse	400.00	400.00
73212	78 - AQUA NEW JERSEY, INC	PO 28733 3/28/18-7/2/18 Services as per bill	35,011.05	35,011.05
73213	81 - P H BARRON WELDING	PO 28616 Repairs for garbage truck blade	1,055.00	1,055.00
73214	88 - DELTA DENTAL OF NJ INC	PO 28739 August Dental Payment - Acct #03947	5,267.08	
		PO 28739 August Dental Payment - Acct #03947	124.36	
		PO 28739 August Dental Payment - Acct #03947	239.64	5,631.08
73215	88 - DELTA DENTAL OF NJ INC	PO 28740 August Dental Payment - Acct #03947	1,188.59	
		PO 28740 August Dental Payment - Acct #03947	110.97	
		PO 28740 August Dental Payment - Acct #03947	284.32	
		PO 28740 August Dental Payment - Acct #03947	122.00	1,705.88
73216	97 - BAKER & TAYLOR BOOKS INC	PO 28238 F-201	11.28	
		PO 28290 F-207	22.48	
		PO 28479 F-201	28.66	
		PO 28552 F-201	590.55	
		PO 28553 F-201	374.48	
		PO 28559 F-201	105.62	
		PO 28560 F-201	164.57	
		PO 28675 F - 201 Adult Books	27.66	1,325.30
73217	130 - CINTAS FAS LOCKBOX 636525	PO 28499 Supplies for medical cabinets	218.39	218.39
73218	133 - COOPER ELECTRIC SUPPLY CO	PO 28614 Electric supplies	126.22	126.22
73219	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 28561 Cert of Funds - Professional Engine	8,200.00	8,200.00
73220	173 - T & H AUTOMOTIVE INC	PO 28605 Charge A/C public works van	195.00	195.00
73221	188 - MGL FORMS SYSTEMS LLC	PO 28536 Supplies	272.00	
		PO 28536 Supplies	98.00	370.00
73222	192 - EAST LAWN SUPPLY CO., INC	PO 28577 Mixing valve	1,542.72	1,542.72
73223	263 - MUN CLERK'S ASSOC OF NJ INC	PO 28730 2018 Membership renewal	175.00	175.00
73224	281 - ELECTRONIC MEASUREMENT LABS INC	PO 28589 Calibrate/ Repair Hazardous Gas Det	305.35	305.35
73225	288 - H.T. LYONS, INC	PO 28609 Mainteance agreement for garage & f	1,864.00	1,864.00
73226	291 - AUDIO PARTNERS INC	PO 28551 F-209	169.74	
		PO 28676 F-209	95.84	265.58
73227	345 - N J FIRE EQUIPMENT	PO 28611 Purchase of Adapters	310.00	
		PO 28612 Purchase of Boots	366.00	
		PO 28628 Repairs to SCBA Regulators	848.15	
		PO 28629 Clean / Repair Turnout Gear	951.05	
		PO 28630 Purchase of Name Patch for Turnout	46.95	2,522.15
73228	356 - OLE TOWNE FESTIVAL	PO 28650 2018 sponsorship	2,500.00	2,500.00
73229	417 - LM WOLPER INFORMATION DELIVERY INC	PO 28558 F - 205 Magazines	1,144.13	1,144.13
73230	440 - NJ DCA DIV CODES & STANDARDS	PO 28694 Quarterly state training fee	2,723.00	2,723.00
73231	452 - BOARD OF EDUCATION	PO 28701 Board of Education - General Fund	1,000,457.09	1,000,457.09
73232	452 - BOARD OF EDUCATION	PO 28702 Board of Education - Debt Service	135,000.00	135,000.00
73233	452 - BOARD OF EDUCATION	PO 28738 Junel Utilities	1,443.69	1,443.69
73234	477 - LANGUAGE SERVICES ASSOCIATES	PO 28581 Language Line May 2018	79.95	79.95
73235	481 - P'BURG SENIOR CENTER INC	PO 28715 Annual Stipend	20,000.00	20,000.00
73236	499 - NATURAL SYSTEMS UTILITIES	PO 28691 NSU share of septic as per agreemen	14,290.48	14,290.48
73237	499 - NATURAL SYSTEMS UTILITIES	PO 28698 Annual M&R True up	66,704.01	66,704.01
73238	499 - NATURAL SYSTEMS UTILITIES	PO 28699 High Flow Event - Storm Response	31,006.00	31,006.00
73239	500 - ADP, LLC	PO 28690 Payroll processing charges	175.00	
		PO 28711 Payroll processing charges	649.88	824.88
73240	545 - BSN SPORTS	PO 28642 Girls Softball Equipment-Youth Spor	92.00	92.00

List of Bills - CLAIMS CHECKING ACCOUNT
 Meeting Date: 07/17/2018 For bills from 07/04/2018 to 07/17/2018

Check#	Vendor	Description	Payment	Check Total
73241	546 - GRAPHIC ACTION INC	PO 28615 DEBRIS STICKERS	278.91	278.91
73242	590 - STEW'S AUTO BODY INC	PO 28586 Tow garbage truck	475.00	475.00
73243	618 - US FOODS INC	PO 28592 Walters Park Pool Snack Bar supplie	179.31	179.31
73244	677 - LAVERY, SELVAGGI & ABROMITIS PC	PO 28716 Professional Services - Monthly Ret	1,000.00	
		PO 28728 Professional Services - June, 2018	3,130.00	
		PO 28729 Professional Services Rendered	2,025.00	
		PO 28729 Professional Services Rendered	45.00	
		PO 28729 Professional Services Rendered	2,760.01	
		PO 28729 Professional Services Rendered	3,735.00	12,695.01
73245	687 - INDUSTRIAL COMMUNICATIONS INC	PO 28603 Battery replacement for communicati	500.00	
		PO 28626 Repair of 2 Pagers & Portable Radio	225.00	725.00
73246	733 - NJ ADVANCE MEDIA, LLC	PO 28725 0:2018-09, 10,11- 2nd Rdg., 0:2018-	1,285.50	1,285.50
73247	741 - COOPER ALARM SYSTEMS INC	PO 28188 Security System Additions	1,773.00	1,773.00
73248	769 - STEPHEN ELLIS	PO 28706 Reimburse meeting expense	35.00	35.00
73249	823 - BIBLIOTHECA LLC	PO 28554 F - 211 eAudiobooks	149.56	149.56
73250	853 - GRAMCO WORD PROCESSING INC	PO 28587 Spectra SP-PC Headset	42.00	42.00
73251	875 - DRAEGER INC	PO 28564 Alcotest re-cert	179.00	179.00
73252	894 - AQUA POOL & SPA SUPPLY, INC	PO 28591 Water testing kit	183.99	
		PO 28624 Chlorine	224.99	
		PO 28644 Chemical check - 6/19/18	75.00	483.98
73253	899 - ECOSERVICES LLC	PO 28718 HEPA UNIT Rentals	2,600.00	2,600.00
73254	900 - A & S HYDRAULICS, INC	PO 28604 Replace hydraulic pump - Garbage tr	2,565.00	2,565.00
73255	941 - RUSSELL REID WST HAUL/DISP.SVC INC	PO 28656 Temporary restroom - Boat Ramp	81.29	81.29
73256	972 - BLOSKY & ASSOCIATES LLC	PO 28659 Professional Services	236.25	236.25
73257	974 - ROUTE 12 WASH & GAS INC	PO 28594 May Car Wash Invoice	7.50	7.50
73258	997 - NASSAU CAPITAL ADVISORS LLC	PO 28651 Financial Advisory Service - PILOT	7,070.00	7,070.00
73259	1004 - MOUNTAIN ROOF REPAIR	PO 28610 Repair roof	275.00	275.00
73260	1681 - BOROUGH OF ALPHA	PO 28703 Shared Service - Alpha court rent	11,000.00	11,000.00
73261	1867 - TREASURER STATE OF NJ	PO 28602 Stormwater Discharge Permit	4,050.00	4,050.00
73262	1939 - STEVE DAVIS	PO 28721 2018 Eyecare Reimbursement	300.00	300.00
73263	1954 - KEVIN G MCCONNELL	PO 28632 Repairs for door at Firehouse #1	815.00	815.00
73264	1971 - FASTENAL CO	PO 28639 Parts for sanitation trucks	29.78	
		PO 28643 Parts for sanitation trucks	312.69	342.47
73265	2160 - WILLIAM LANCE	PO 28709 2018 Eyecare Reimbursement	81.09	81.09
73266	2172 - NORTHEAST JANITORIAL SUPPLY LLC	PO 28625 Janitorial supplies	325.75	325.75
73267	2269 - AMERICAN SOLUTIONS FOR BUSINESS	PO 28458 CARBONLESS PAPER FOR PERMITS	330.25	330.25
73268	2315 - SPATIAL DATA LOGIC INC	PO 28688 add spatial data terminal for Jeann	532.00	532.00
73269	2331 - REMINGTON & VERNICK ENGINEERS	PO 28640 Wastewater Engineering Services for	3,201.25	3,201.25
73270	2355 - LEXIS-NEXIS RISK DATA MGMT. C/O	PO 28565 monthly contract fee	111.96	111.96
73271	2370 - ATLANTIC TACTICAL	PO 28487 Boots for R Stettner / Pants Belcas	250.92	250.92
73272	3001 - PRIDE CONSTRUCTION CO	PO 28572 Sidewalk repair - Joe's Steak S. Ma	2,495.00	
		PO 28692 Install curb and gutter at 515 J. M	1,700.00	4,195.00
73273	3192 - CHAD MCGINLEY	PO 28595 2018 Eyecare Reimbursement	194.80	194.80
73274	6519 - WILLIS OF NEW JERSEY, INC	PO 28567 Medical Consulting - July 2018	750.00	
		PO 28567 Medical Consulting - July 2018	1,750.00	
		PO 28723 August 2018 Installment - Fees , Me	750.00	
		PO 28723 August 2018 Installment - Fees , Me	1,750.00	5,000.00
73275	6557 - BUCKMAN'S INC	PO 20583 Carbon dioxide for pool	159.64	
		PO 28584 Chemicals for pool	1,127.83	1,287.47
73276	6659 - PENTELEDATA	PO 28722 Internet Services - 6/10/18 thru 7/	624.70	624.70
73277	6827 - VALLEY BUSINESS SYSTEMS INC	PO 27916 Copier maintenance	2,120.00	
		PO 27954 Maintenance contract - Public Works	780.00	2,900.00
73278	6990 - LATOYA BRADLEY	PO 28284 Utility Reimbursement	120.00	
		PO 28658 Utility Reimbursement	120.00	240.00
TOTAL				1,421,179.52

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-050	Business Administrator - O/E	175.00			

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-110-050	Mayor & Council - O/E	35.00			
01-201-20-120-050	Municipal Clerk - O/E	1,460.50			
01-201-20-130-050	Financial Administration - O/E	649.88			
01-201-20-145-050	Revenue Administration - O/E	96.00			
01-201-20-155-050	Legal Services	6,890.01			
01-201-20-165-050	Engineering services	8,200.00			
01-201-22-195-050	Inspections Department - O/E	1,523.78			
01-201-23-220-050	Employee Group Insurance	9,907.77			
01-201-25-240-050	Police Department - O/E	1,270.38			
01-201-25-265-050	Fire Department - O/E	3,005.55			
01-201-26-290-050	Street & Roads - O/E	8,245.00			
01-201-26-300-050	Public Works Administration - O/E	780.00			
01-201-26-301-050	PEOSHA	218.39			
01-201-26-310-050	Building & Grounds - O/E	11,522.98			
01-201-26-315-050	Vehicle Maintenance - O/E	7,026.56			
01-201-27-360-050	Contributions to Social Services OE	22,500.00			
01-201-28-370-050	Recreation Service & Program - O/E	2,216.00			
01-201-28-371-050	Municipal Pool - OE	179.31			
01-201-31-430-050	Utility Expenses - Electricity	7,064.89			
01-201-31-440-050	Switchboard Expenses - O/E	1,216.55			
01-201-31-445-050	Utility Expenses - Water	35,046.80			
01-201-31-446-050	Utility Expenses - Natural Gas	315.39			
01-201-33-490-050	Municipal Court - O/E	723.99			
01-201-42-901-000	Interlocal Shared Service Agreements	11,000.00			
01-201-47-390-050	Maintenance of Free Public Library	5,555.08			
01-203-20-100-050	(2017) Business Administrator - O/E		850.84		
01-203-31-440-050	(2017) Switchboard Expenses - O/E		28.69		
01-207-55-000-000	School Taxes Payable			1,135,457.09	
01-260-05-100	Current Fund - Due to Claims			0.00	1,289,477.80
01-271-55-000-000	Reserve for DCA State Training Fees			2,723.00	
01-290-55-080-000	Library Grants			3,591.37	
TOTALS FOR	CURRENT FUND	146,826.81	879.53	1,141,771.46	1,289,477.80
02-213-41-725-000	2015 - 2017 COPS Hiring Grant			97.60	
02-213-41-726-000	2016 Grant Expenditures			205.76	
02-260-05-100	St/Fed Grants - Due to Claims Fund			0.00	303.36
TOTALS FOR	STATE & FEDERAL GRANTS	0.00	0.00	303.36	303.36
04-215-55-933-000	2017 Improvements Authorized			45.00	
04-215-55-934-000	2017 Improvements Authorized			46.95	
04-260-05-100	Capital - Due to Claims Fund			0.00	91.95
TOTALS FOR	CAPITAL FUND	0.00	0.00	91.95	91.95
07-194-16-602-000	Septic Billing			14,290.48	
07-201-55-510-050	Sewer Utility OE	38,624.35			
07-203-55-510-050	(2017) Sewer Utility OE		66,704.01		
07-260-05-100	Sewer Utility - Due to Claims Fund			0.00	119,618.84
TOTALS FOR	SEWER UTILITY	38,624.35	66,704.01	14,290.48	119,618.84
12-260-05-100	Planning Board - Due to Claims Fund			0.00	10,805.00
12-288-56-102-000	Escrow - Bridge Development			10,805.00	
TOTALS FOR	PLANNING BOARD ESCROW	0.00	0.00	10,805.00	10,805.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
16-260-05-100	Section 8 - Due to Claims Fund			0.00	598.25
16-289-56-081-000	Section 8 Spending Reserves			598.25	
TOTALS FOR	SECTION 8 PROGRAM	0.00	0.00	598.25	598.25
20-260-05-100	Agency - Due to Claims Fund			0.00	284.32
20-291-55-070-000	Payroll Deductions			284.32	
TOTALS FOR	PAYROLL AGENCY FUND	0.00	0.00	284.32	284.32

Total to be paid from Fund 01 CURRENT FUND	1,289,477.80
Total to be paid from Fund 02 STATE & FEDERAL GRANTS	303.36
Total to be paid from Fund 04 CAPITAL FUND	91.95
Total to be paid from Fund 07 SEWER UTILITY	119,618.84
Total to be paid from Fund 12 PLANNING BOARD ESCROW	10,805.00
Total to be paid from Fund 16 SECTION 8 PROGRAM	598.25
Total to be paid from Fund 20 PAYROLL AGENCY FUND	284.32

	1,421,179.52

Checks Previously Disbursed

19324404	St of NJ - Dept of Treasury	PO# 28737	July SHBP	149,106.10	7/13/2018
1313	PHILLIPSBURG POST OFFICE	PO# 28684	P O BOX Rental	83.00	7/06/2018

				149,189.10	

Total paid from Fund 07 SEWER UTILITY	83.00
Total paid from Fund 20 PAYROLL AGENCY FUND	149,106.10

	149,189.10

Total for this Bills List: **1,570,368.62**

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

Meeting Date: 07/17/2018 For bills from 07/04/2018 to 07/17/2018

Account	PO #	Vendor	Description	Payment	Account Total
CURRENT FUND					
G/L Expenditures					
	28702	BOARD OF EDUCATION	July 17, 2018 Bond Payment	135,000.00	
	28701	BOARD OF EDUCATION	General Fund - July	1,000,457.09	
01-207-55-000-000		<i>School Taxes Payable</i>	TOTAL FOR ACCOUNT		1,135,457.09
	28694	NJ DCA DIV CODES & STANDARDS	2nd qrt state training fee	2,723.00	
01-271-55-000-000		<i>Reserve for DCA State Training Fees</i>	TOTAL FOR ACCOUNT		2,723.00
TOTAL for G/L Expenditures					1,138,180.09
Library Federation					
	28553	BAKER & TAYLOR BOOKS INC	YA print books	358.95	
	28676	AUDIO PARTNERS INC	CD Audiobooks	55.89	
	28558	LM WOLPER INFORMATION DELIVERY INC	Renewal of 25 magazines	1,140.40	
	28551	AUDIO PARTNERS INC	CD Audiobooks	63.90	
	28551	AUDIO PARTNERS INC	CD Audiobooks	105.84	
	28675	BAKER & TAYLOR BOOKS INC	Fiske Guide to Colleges 2019	27.66	
	28238	BAKER & TAYLOR BOOKS INC	Adult print books	11.28	
	28739	DELTA DENTAL OF NJ INC	Library Federation	97.60	
	28736	VERIZON, INC	Library-201 V03-8343-04/1/18-4/30/18	609.20	
	28290	BAKER & TAYLOR BOOKS INC	DVD's	22.48	
	28552	BAKER & TAYLOR BOOKS INC	Adult print books	519.93	
	28676	AUDIO PARTNERS INC	CD Audiobooks	39.95	
	28554	BIBLIOTHECA LLC	May 2018 - 72 eAudiobooks	149.56	
	28553	BAKER & TAYLOR BOOKS INC	YA print books	15.53	
	28559	BAKER & TAYLOR BOOKS INC	Adult print books	105.62	
	28560	BAKER & TAYLOR BOOKS INC	Adult print books	164.57	
	28479	BAKER & TAYLOR BOOKS INC	Adult print books	13.46	
	28552	BAKER & TAYLOR BOOKS INC	Adult print books	35.47	
	28558	LM WOLPER INFORMATION DELIVERY INC	Price Increase for Railfan & Railroad	3.73	
	28552	BAKER & TAYLOR BOOKS INC	Adult print books	35.15	
	28479	BAKER & TAYLOR BOOKS INC	Adult print books	15.20	
01-290-55-080-001		<i>Library Federation</i>	TOTAL FOR ACCOUNT		3,591.37
TOTAL for Library Federation					3,591.37
Business Administrator					
	28690	ADP, LLC	Payroll processing charges ending 5/31/1	175.00	
01-201-20-100-093		<i>Seminars & Conferences</i>	TOTAL FOR ACCOUNT		175.00
	28653	JIORLES OFFICE SUPPLIES	blue file folders	55.98	
	28653	JIORLES OFFICE SUPPLIES	cartridge, Tape, 1/2"- blk/we	14.99	
	28653	JIORLES OFFICE SUPPLIES	Black printer ink cartridge	311.98	
	28653	JIORLES OFFICE SUPPLIES	yellow file folders	55.98	
	28653	JIORLES OFFICE SUPPLIES	green file folders	55.98	
	28653	JIORLES OFFICE SUPPLIES	red file folders	55.98	
	28653	JIORLES OFFICE SUPPLIES	hanging folders	23.98	
	28653	JIORLES OFFICE SUPPLIES	Yellow printer ink cartridge	199.99	
	28653	JIORLES OFFICE SUPPLIES	orange file folders	75.98	
01-203-20-100-051		<i>(2017) OFFICE SUPPLIES</i>	TOTAL FOR ACCOUNT		850.84
TOTAL for Business Administrator					1,025.84

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

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Account	PO #	Vendor	Description	Payment	Account Total
01-201-20-110-093	28706	STEPHEN ELLIS <i>Seminars, Conferences & Meetings</i>	Warren County Governing Officials Associ	35.00	35.00
			TOTAL FOR ACCOUNT		35.00
TOTAL for Mayor & Council					35.00
Municipal Clerk					
01-201-20-120-084	28725	NJ ADVANCE MEDIA, LLC <i>ADVERTISING</i>	O:2018-09 Second Rdg.	129.80	1,285.50
	28725	NJ ADVANCE MEDIA, LLC	O:2018-11 Second Rdg.	137.70	
	28725	NJ ADVANCE MEDIA, LLC	O:2018-12 Salary Ord - 1st Rdg.	872.40	
	28725	NJ ADVANCE MEDIA, LLC	O:2018-10 Second Rdg.	145.60	
			TOTAL FOR ACCOUNT		1,285.50
01-201-20-120-089	28730	MUN CLERK'S ASSOC OF NJ INC <i>MEMBERSHIP</i>	Clerk renewal of membership	100.00	175.00
	28730	MUN CLERK'S ASSOC OF NJ INC	Deputy Clerk Renewal of Membership	75.00	
			TOTAL FOR ACCOUNT		175.00
TOTAL for Municipal Clerk					1,460.50
Financial Administration					
01-201-20-130-107	28711	ADP, LLC <i>ADP Payroll Processing</i>	Processing Charges for period ending 6/2	649.88	649.88
			TOTAL FOR ACCOUNT		649.88
TOTAL for Financial Administration					649.88
Revenue Administration					
01-201-20-145-051	28536	MGL FORMS SYSTEMS LLC <i>OFFICE SUPPLIES</i>	Shipping	16.00	98.00
	28536	MGL FORMS SYSTEMS LLC	TC35 Tax Payment reminders	82.00	
			TOTAL FOR ACCOUNT		98.00
TOTAL for Revenue Administration					98.00
Legal Services					
01-201-20-155-200	28728	LAVERY, SELVAGGI & ABROMITIS PC <i>Municipal Attorney</i>	General Matters - June	3,030.00	4,235.00
	28716	LAVERY, SELVAGGI & ABROMITIS PC	Monthly Retainer - June 2018	1,000.00	
	28729	LAVERY, SELVAGGI & ABROMITIS PC	June - DelHeights	105.00	
	28728	LAVERY, SELVAGGI & ABROMITIS PC	General Matters - June	100.00	
			TOTAL FOR ACCOUNT		4,235.00
01-201-20-155-201	28729	LAVERY, SELVAGGI & ABROMITIS PC <i>Labor Council</i>	June - Labor	260.01	260.01
			TOTAL FOR ACCOUNT		260.01
01-201-20-155-202	28729	LAVERY, SELVAGGI & ABROMITIS PC <i>Tax Appeal Council</i>	June - Tax Appeal	2,345.00	2,345.00
			TOTAL FOR ACCOUNT		2,345.00
01-201-20-155-204	28729	LAVERY, SELVAGGI & ABROMITIS PC <i>Foreclosures</i>	June - InRem16'	50.00	50.00
			TOTAL FOR ACCOUNT		50.00
TOTAL for Legal Services					6,890.01
Engineering Services					
	28561	VAN CLEEF ENGINEERING ASSOC., LLC	Professional Engineering Services - R:20	4,100.00	4,100.00

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Meeting Date: 07/17/2018 For bills from 07/04/2018 to 07/17/2018

Account	PO #	Vendor	Description	Payment	Account Total
Engineering Services					
01-201-20-165-231	Van Cleef		TOTAL FOR ACCOUNT		8,200.00
TOTAL for Engineering Services					8,200.00
Inspections Department					
01-201-22-195-051		28590 JIORLES OFFICE SUPPLIES 28458 AMERICAN SOLUTIONS FOR BUSINESS OFFICE SUPPLIES	Supply Order CARBONLESS PAPER FOR PERMITS TOTAL FOR ACCOUNT	382.62 330.25	712.87
01-201-22-195-060		28688 SPATIAL DATA LOGIC INC Computer Consultants/Maintenance	add spatial data terminal for Jeannine TOTAL FOR ACCOUNT	532.00	532.00
01-201-22-195-069		28615 GRAPHIC ACTION INC PRINTING FORMS	1000 DEBRIS STICKERS TOTAL FOR ACCOUNT	278.91	278.91
TOTAL for Inspections Department					1,523.78
Employee Group Insurance					
01-201-23-220-201		28723 WILLIS OF NEW JERSEY, INC 28567 WILLIS OF NEW JERSEY, INC SHBP Consultant	August 2018 Installment - Fees Medical C July 2018 Installment TOTAL FOR ACCOUNT	1,750.00 1,750.00	3,500.00
01-201-23-220-202		28740 DELTA DENTAL OF NJ INC 28739 DELTA DENTAL OF NJ INC Dental Insurance - AFSCME	AFSCME AFSCME TOTAL FOR ACCOUNT	429.01 2,167.65	2,596.66
01-201-23-220-203		28740 DELTA DENTAL OF NJ INC 28739 DELTA DENTAL OF NJ INC Dental Insurance - Staff	Staff Staff TOTAL FOR ACCOUNT	195.20 370.88	566.08
01-201-23-220-204		28740 DELTA DENTAL OF NJ INC 28739 DELTA DENTAL OF NJ INC Dental Insurance - PBA	PBA PBA TOTAL FOR ACCOUNT	173.98 1,616.76	1,790.74
01-201-23-220-205		28739 DELTA DENTAL OF NJ INC 28740 DELTA DENTAL OF NJ INC Dental Insurance - PBA Superiors	Superior Superiors TOTAL FOR ACCOUNT	683.20 195.20	878.40
01-201-23-220-206		28709 WILLIAM LANCE Vision Care - PBA	2018 Eyecare Reimbursement TOTAL FOR ACCOUNT	81.09	81.09
01-201-23-220-207		28721 STEVE DAVIS 28595 CHAD MCGINLEY Vision Care - AFSCME	2018 Eyecare Reimbursement 2018 Eyecare Reimbursement TOTAL FOR ACCOUNT	300.00 194.80	494.80
TOTAL for Employee Group Insurance					9,907.77
Public Safety					
01-201-25-240-095		28585 DIVISION OF CRIMINAL JUSTICE ACAD. SCHOOLS	Patrol Rifle Instructor CourseMay 14 - M TOTAL FOR ACCOUNT	400.00	400.00
01-201-25-240-099		28487 ATLANTIC TACTICAL 28487 ATLANTIC TACTICAL UNIFORM PURCHASES	5.11 Mens Apex Pant-Color:Khaki Size:34 Bates Mens Chukka Boot w/buckle Size:9. TOTAL FOR ACCOUNT	59.99 92.97	152.96

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Meeting Date: 07/17/2018 For bills from 07/04/2018 to 07/17/2018

Account	PO #	Vendor	Description	Payment	Account Total
Public Safety					
01-201-25-240-270		<i>EMERGENCY/SAFETY SUPPLIES</i>	TOTAL FOR ACCOUNT		500.00
	28594	ROUTE 12 WASH & GAS INC	Car Wash	7.50	
01-201-25-240-286		<i>CAR WASH TICKETS</i>	TOTAL FOR ACCOUNT		7.50
	28467	ATLANTIC TACTICAL	MagPul RVG Rail Vertical Grip- Color:Blk	43.98	
	28487	ATLANTIC TACTICAL	Blackhawk USA Single Point Sling Adapter	53.98	
01-201-25-240-289		<i>RANGE EQUIPMENT& SUPPLIES</i>	TOTAL FOR ACCOUNT		97.96
	28565	LEXIS-NEXIS RISK DATA MGMT. C/O	monthly contract fee	111.96	
01-201-25-240-294		<i>ACCURINT</i>	TOTAL FOR ACCOUNT		111.96
TOTAL for Public Safety					=====
					1,270.38
Fire Department					
	28611	N J FIRE EQUIPMENT	Harrington #HSTS50-40R, 5 Inch Storz	310.00	
01-201-25-265-109		<i>Nozzels</i>	TOTAL FOR ACCOUNT		310.00
	28612	N J FIRE EQUIPMENT	Pair of Globe #1201400 (NFPA/PEOSHA) Lea	366.00	
01-201-25-265-111		<i>PURCHASE TURNOUT GEAR</i>	TOTAL FOR ACCOUNT		366.00
	28629	N J FIRE EQUIPMENT	Clean and Repair 13 Turnout Coats and 10	951.05	
01-201-25-265-112		<i>REPAIR TURNOUT GEAR</i>	TOTAL FOR ACCOUNT		951.05
	28589	ELECTRONIC MEASUREMENT LABS INC	Calibrate and Repair BW Gas Alert MAX, #	305.35	
01-201-25-265-116		<i>PEOSHA TESTING</i>	TOTAL FOR ACCOUNT		305.35
	28628	N J FIRE EQUIPMENT	Repairs to 4 Scott SCBA Regulators to In	848.15	
01-201-25-265-119		<i>EQUIPMENT REPAIRS</i>	TOTAL FOR ACCOUNT		848.15
	28626	INDUSTRIAL COMMUNICATIONS INC	Repair of 1 Motorola HT1250 Portabl Radi	45.00	
	28626	INDUSTRIAL COMMUNICATIONS INC	Repair of 2 Motorola Minitor V Pagers to	180.00	
01-201-25-265-245		<i>INDUSTRIAL COMMUNICATIONS</i>	TOTAL FOR ACCOUNT		225.00
TOTAL for Fire Department					=====
					3,005.55
Street & Roads					
	28572	PRIDE CONSTRUCTION CO	Sidewalk repair - Joe's Steak S. Main St	2,495.00	
	28692	PRIDE CONSTRUCTION CO	Install curb and gutter at 515 J. Mitche	1,700.00	
01-201-26-290-296		<i>CONCRETE</i>	TOTAL FOR ACCOUNT		4,195.00
	28602	TREASURER STATE OF NJ	Stormwater Discharge permit	4,050.00	
01-201-26-290-299		<i>MISC FEES/PERMITS</i>	TOTAL FOR ACCOUNT		4,050.00
TOTAL for Street & Roads					=====
					8,245.00
Public Services Administration					
	27954	VALLEY BUSINESS SYSTEMS INC	Maintenance contract - Public Works copi	780.00	
01-201-26-300-077		<i>SERVICE COMPUTERS</i>	TOTAL FOR ACCOUNT		780.00
TOTAL for Public Services Administration					=====
					780.00

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

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Account	PO #	Vendor	Description	Payment	Account Total
01-201-26-301-209	28499	CINTAS FAS LOCKBOX 636525 PEOSHA	Supplies for medical cabinets TOTAL FOR ACCOUNT	218.39	218.39
TOTAL for PEOSHA					218.39
Building & Grounds					
01-201-26-310-116	28625	NORTHEAST JANITORIAL SUPPLY LLC JANITORIAL SUPPLIES	cases bleach cases ECO48H 40x48 liners cases 13 gal liners cases white roll towels boxes vinyl powder free disposable glove TOTAL FOR ACCOUNT	37.05 101.70 79.80 49.70 57.50	325.75
01-201-26-310-167	28656	RUSSELL REID WST HAUL/DISP.SVC INC JOB JOHNNES	Temporary restroom - Boat Ramp 5/24/18-6 TOTAL FOR ACCOUNT	81.29	81.29
01-201-26-310-221	28632	KEVIN G MCCONNELL MOUNTAIN ROOF REPAIR MOUNTAIN ROOF REPAIR ECOSERVICES LLC H.T. LYONS, INC VALLEY BUSINESS SYSTEMS INC VALLEY BUSINESS SYSTEMS INC BUILDING MAINTENANCE	Repairs for door at Firehouse #1 Repair roof at Main St Firehouse Repair roof at Firth Street Firehouse Rental of 4 HEPA Units (June 23-July 22) Maintenance agreement for garage & fire Copier maintenance 3/1/18-3/1/19 - CS-60 Copier maintenance 3/1/18-3/1/19 - TASKa TOTAL FOR ACCOUNT	315.00 125.00 150.00 2,600.00 1,864.00 1,620.00 500.00	7,674.00
01-201-26-310-245	28188	COOPER ALARM SYSTEMS INC COOPER ALARM SYSTEMS INC Building Security - Alarms	Motion sensors for first floor rooms, wi Alarm monitoring TOTAL FOR ACCOUNT	1,425.00 348.00	1,773.00
01-201-26-310-254	28614	COOPER ELECTRIC SUPPLY CO COOPER ELECTRIC SUPPLY CO ELECTRICAL PARTS	Electric supplies Electric supplies TOTAL FOR ACCOUNT	55.80 70.42	126.22
01-201-26-310-260	28577	EAST LAWN SUPPLY CO., INC PLUMBING PARTS & SUPPLIES	3 station mixing valve TOTAL FOR ACCOUNT	1,542.72	1,542.72
TOTAL for Building & Grounds					11,522.98
Vehicle Maintenance					
01-201-26-315-222	28639	FASTENAL CO FASTENAL CO PARTS OTHER VEHICLES	Parts for sanitation trucks Parts for sanitation trucks TOTAL FOR ACCOUNT	29.78 312.69	342.47
01-201-26-315-248	28645	ROSSNAGLE'S SERVICE CNTR INC ROSSNAGLE'S SERVICE CNTR INC REPAIRS-POLICE VEHICLES	Tow police car to town garage Repairs for 94-14 TOTAL FOR ACCOUNT	75.00 626.76	701.76
01-201-26-315-249	28578	ROSSNAGLE'S SERVICE CNTR INC Repairs - Fire Trucks	A/C compressor for 94-70 TOTAL FOR ACCOUNT	700.87	700.87
01-201-26-315-251	28654	ROSSNAGLE'S SERVICE CNTR INC T & H AUTOMOTIVE INC ROSSNAGLE'S SERVICE CNTR INC REPAIRS M/S VEHICLE	Check and replace alternator for Baker 2 Charge A/C public works van Repairs for Baker 24 TOTAL FOR ACCOUNT	313.46 195.00 678.00	1,186.46
	28586	STEW'S AUTO BODY INC	Tow garbage truck	475.00	
	28616	P H BARRON WELDING	Repairs for garbage truck blade	1,055.00	

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

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Account	PO #	Vendor	Description	Payment	Account Total
Vehicle Maintenance					
01-201-26-315-252		REPAIRS OTHER VEHICLE	TOTAL FOR ACCOUNT		4,095.00
					=====
TOTAL for Vehicle Maintenance					7,026.56
Contributions to Social Services					
01-201-27-360-205	28650	OLE TOWNE FESTIVAL COMMUNITY DAY	2018 Sponsorship for Ole Towne Festival TOTAL FOR ACCOUNT	2,500.00	2,500.00
01-201-27-360-206	28715	P'BURG SENIOR CENTER INC SENIOR CENTER	Annual Stipend TOTAL FOR ACCOUNT	20,000.00	20,000.00
					=====
TOTAL for Contributions to Social Services					22,500.00
Recreation Services & Programs					
01-201-28-370-051	28617	JIORLES OFFICE SUPPLIES OFFICE SUPPLIES	Supplies for playgrounds TOTAL FOR ACCOUNT	352.55	352.55
01-201-28-370-165	28642	BSN SPORTS	Team Equipment Bag-Black	17.50	
	28642	BSN SPORTS	Dbl Knee Youth Leg Guard	25.50	
	28642	BSN SPORTS	Shipping	8.50	
	28642	BSN SPORTS	Girls Protecort-Black	28.50	
	28642	BSN SPORTS	Knee Saver Blk Youth	12.00	
					=====
TOTAL FOR ACCOUNT					92.00
01-201-28-370-180	28644	AQUA POOL & SPA SUPPLY, INC WATER TESTING SERVICES	Chemical check 6/19/18 TOTAL FOR ACCOUNT	75.00	75.00
01-201-28-370-188	28591	AQUA POOL & SPA SUPPLY, INC POOL TESTING SUPPLIES	Water testing kit TOTAL FOR ACCOUNT	183.99	183.99
01-201-28-370-192	28624	AQUA POOL & SPA SUPPLY, INC POOL CHLORINE	Jumbo tabs Chlorine deluter TOTAL FOR ACCOUNT	69.99 155.00	224.99
01-201-28-370-193	28584	BUCKMAN'S INC	Surcharge	2.00	
	28584	BUCKMAN'S INC	Diatomaceous earth	31.08	
	28584	BUCKMAN'S INC	Sodium bicarbonate	166.75	
	28584	BUCKMAN'S INC	Hypochlorite solution	928.00	
	28583	BUCKMAN'S INC	Carbon dioxide for pool	159.64	
					=====
TOTAL for Recreation Services & Programs					2,216.00
Municipal Pool					
01-201-28-371-184	28592	US FOODS INC Operation of Pool	8 Cases of Ice Cream-Invoice 2640785 TOTAL FOR ACCOUNT	179.31	179.31
					=====
TOTAL for Municipal Pool					179.31
Maintenance of Free Public Library					
01-201-47-390-584	28740	DELTA DENTAL OF NJ INC	Library	195.20	
	28739	DELTA DENTAL OF NJ INC	Library	330.99	
					=====
TOTAL FOR ACCOUNT					526.19

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

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Account	PO #	Vendor	Description	Payment	Account Total
Maintenance of Free Public Library					
01-201-47-390-589	28733	AQUA NEW JERSEY, INC <i>Building & Utilities</i>	Library-6"Fire-10361650748219-5/29/18-6/ TOTAL FOR ACCOUNT	299.41	5,028.89
TOTAL for Maintenance of Free Public Library					5,555.08
Electricity					
01-201-31-430-175	28734	J C P L	177 South Main Street-100073164863-5/31/ Mun Bldg-100005661630-5/30/18-6/26/18	36.61 5,508.38	
	28734	J C P L	Meyner Road-100114710559-5/26/18-6/26/18	209.76	
	28734	J C P L	Municipal Garage-100079474084-5/26/18-6/	573.97	
	28734	J C P L	Del Hqts. Park-100084022209-5/25/18-6/22	80.79	
	28734	J C P L	Dog Pound-2 Riverside Way-100089631061-5	195.21	
	28734	J C P L	Control Box-S Main & Jersey-100087324339	145.39	
	28734	J C P L	Score Board-Bieher Alley-100087337422-5/	3.15	
	28734	J C P L	Meyner Road Park-100082801190-5/26/18-6/	7.95	
	28734	J C P L	Jefferson/Main Street-100100423969-5/26/	161.34	
	28734	J C P L	Sch Lts Flashing-100067439008-5/26/18-6/	3.15	
	28734	J C P L	2 Riverside Way-100127035309-5/31/18-6/2	5.02	
	28738	BOARD OF EDUCATION	June - Freeman	131.34	
	28734	J C P L	139 Cedar Alley-100125292795-5/30/18-6/2	2.83	
TOTAL FOR ACCOUNT					7,064.89
TOTAL for Electricity					7,064.89
Switchboard					
01-201-31-440-180	28738	BOARD OF EDUCATION <i>Telephone & Telecommunications</i>	June - Freeman TOTAL FOR ACCOUNT	661.80	661.80
01-201-31-440-183	28722	PENTELEDATA <i>Internet Service</i>	Garage - 144 Heckman St Police - 675 Corliss Ave Mun Bldg - 120 Filmore St Recreation - 108 Anderson St,Pburg Pool - 1 Meyner Rd TOTAL FOR ACCOUNT	99.95 159.95 99.95 124.95 69.95	554.75
01-203-31-440-180	28735	VERIZON PA <i>(2017) Telephone & Telecommunications</i>	Switchboard-5/19/18-6/18/18 TOTAL FOR ACCOUNT	28.69	28.69
TOTAL for Switchboard					1,245.24
Water					
01-201-31-445-185	28733	AQUA NEW JERSEY, INC <i>Water</i>	# 1 Fire Co-10244640738586-6/5/18-7/2/18 Jersey Hose-10245560738652-6/5/18-7/2/18 675 Corliss Av/6"Fire-10368120748670-5/2 Del River Park-10368121265527-6/5/18-7/2 Shappell Park-10359000747999-6/8/18-7/2/ June - Freeman Warren Chemical-10260760739831-6/5/18-7/ Fire Hydrants-10325100822212-3/28/18-6/2 Mun Pool-10325060745220-5/17/18-6/19/18 TOTAL FOR ACCOUNT	38.62 26.72 299.41 15.90 15.90 335.16 16.44 32,170.20 2,128.45	35,046.80
TOTAL for Water					35,046.80

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

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Account	PO #	Vendor	Description	Payment	Account Total
	28738	BOARD OF EDUCATION	June - Freeman	315.39	
01-201-31-446-176		Natural or Propane: Natural Gas	TOTAL FOR ACCOUNT		315.39
		TOTAL for Natural Gas			315.39

Municipal Court

	28647	JIORLES OFFICE SUPPLIES	MMMDH240MB DOCUMENT CLIP	10.79	
	28647	JIORLES OFFICE SUPPLIES	FEL5933801 MICROBAN MOUSSE PAD	5.99	
	28647	JIORLES OFFICE SUPPLIES	VSR94611 CD-R W/CASE	14.95	
	28647	JIORLES OFFICE SUPPLIES	MMM686F1BB POST IT TABS	4.25	
	28618	JIORLES OFFICE SUPPLIES	BSN65649 STAPLES	3.45	
	28618	JIORLES OFFICE SUPPLIES	BSN16498 NOTES,ADHS	9.98	
	28618	JIORLES OFFICE SUPPLIES	BICBL11YW HIGH LITERS	11.98	
	28618	JIORLES OFFICE SUPPLIES	2EB25510 ZGRIP PEN	9.21	
	28618	JIORLES OFFICE SUPPLIES	PAP1951259 INK JOY PENS	5.89	
	28618	JIORLES OFFICE SUPPLIES	PAP1951260 INK JOY PENS	11.78	
	28618	JIORLES OFFICE SUPPLIES	EVEE92BP4 AAA BATTERIES	11.98	
	28647	JIORLES OFFICE SUPPLIES	BSN17525 FILE FOLDERS 1/3 CUT	28.95	
	28618	JIORLES OFFICE SUPPLIES	EVE522FP4 9V BATTERIES	15.99	
	28618	JIORLES OFFICE SUPPLIES	BICGSM11BK	7.45	
	28618	JIORLES OFFICE SUPPLIES	DYM30252 DYMO LABELS	39.56	
01-201-33-490-051		Office Supplies	TOTAL FOR ACCOUNT		192.20
	28618	JIORLES OFFICE SUPPLIES	USS4759 CELL PHONE SIGN	8.99	
	28587	GRAMCO WORD PROCESSING INC	Spectra SP-PC Headset	42.00	
	28618	JIORLES OFFICE SUPPLIES	SPR01583 CALL BELL	5.95	
	28618	JIORLES OFFICE SUPPLIES	TC057930 Wireless Chime	39.99	
	28618	JIORLES OFFICE SUPPLIES	XST1223 REC'D STAMP	9.99	
	28618	JIORLES OFFICE SUPPLIES	XST1359 COPY STAMP	9.99	
	28618	JIORLES OFFICE SUPPLIES	SAF4117BL WRITE WAY SIGN	99.99	
	28714	JIORLES OFFICE SUPPLIES	VRTVF52000 File Cart	164.99	
01-201-33-490-106		Office Equipment other	TOTAL FOR ACCOUNT		381.89
	28581	LANGUAGE SERVICES ASSOCIATES	Language Line Service May 2018	79.95	
01-201-33-490-110		Interpreters	TOTAL FOR ACCOUNT		79.95
	28722	PENTELEDATA	Court - 1001 E Blvd, Alpha	69.95	
01-201-33-490-180		Telephone / Telecommunications	TOTAL FOR ACCOUNT		69.95
		TOTAL for Municipal Court			723.99

Capital Improvements

	28703	BOROUGH OF ALPHA	1st quarter rent - Alpha Court	5,500.00	
	28703	BOROUGH OF ALPHA	2nd quarter rent - Alpha Court	5,500.00	
01-201-42-901-253		Boro of Alpha - Municipal Court Facility	TOTAL FOR ACCOUNT		11,000.00
		TOTAL for Capital Improvements			11,000.00

STATE & FEDERAL GRANTS

COPS Hiring Grant

	28739	DELTA DENTAL OF NJ INC	COPS Hiring Grant - School	48.80	
02-213-41-725-002		COPS Hiring Grant (PSD)	TOTAL FOR ACCOUNT		48.80
	28739	DELTA DENTAL OF NJ INC	COPS Hiring Grant - Town	48.80	
02-213-41-725-003		COPS Hiring Grant (Town)	TOTAL FOR ACCOUNT		48.80
		TOTAL for COPS Hiring Grant			97.60

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

Meeting Date: 07/17/2018 For bills from 07/04/2018 to 07/17/2018

Account	PO #	Vendor	Description	Payment	Account Total
2016 Grant Expenditure					
02-213-41-726-001	28739	DELTA DENTAL OF NJ INC Recycling Tonnage Grant	Recycling Coordinator TOTAL FOR ACCOUNT	26.76	26.76
02-213-41-726-004	28564	DRAEGER INC Drunk Driving Enforcement Fund	alcotest re-cert TOTAL FOR ACCOUNT	179.00	179.00
TOTAL for 2016 Grant Expenditure					205.76
CAPITAL FUND					
Municipal Offices					
04-215-55-933-001	28729	LAVERY, SELVAGGI & ABROMITIS PC O:2017-03 Municipal Offices	June - Municipal Building TOTAL FOR ACCOUNT	45.00	45.00
TOTAL for Municipal Offices					45.00
2017 Improvements Authorizations					
04-215-55-934-003	28630	N J FIRE EQUIPMENT 2017 Fire Department	One, Rear Hanging Globe Name Patch, w/Sn TOTAL FOR ACCOUNT	46.95	46.95
TOTAL for 2017 Improvements Authorizations					46.95
SEWER UTILITY					
Sewer Utility Department					
07-201-55-510-056	28536	MGL FORMS SYSTEMS LLC Computer Supplies Forms	shipping notices P043-08 SU past due notices 1000 per pa TOTAL FOR ACCOUNT	34.00 238.00	272.00
07-201-55-510-200	28723	WILLIS OF NEW JERSEY, INC Health Benefits	August 2018 Installment - Fees Medical c July 2018 Installment TOTAL FOR ACCOUNT	750.00 750.00	1,500.00
07-201-55-510-201	28740	DELTA DENTAL OF NJ INC Dental	Sewer Sewer TOTAL FOR ACCOUNT	110.97 239.64	350.61
07-201-55-510-512	28729	LAVERY, SELVAGGI & ABROMITIS PC Legal	June - Sewer TOTAL FOR ACCOUNT	2,025.00	2,025.00
07-201-55-510-515	28640	REMINGTON & VERNICK ENGINEERS Sewer Engineers	Professional Services thru 05.31.2018 TOTAL FOR ACCOUNT	3,201.25	3,201.25
07-201-55-510-517	28699	NATURAL SYSTEMS UTILITIES Natural Systems Utilities	High Flow Event - Storm Response TOTAL FOR ACCOUNT	31,006.00	31,006.00
07-201-55-510-552	28570	ES2-ENVIR.SYS.&EQUIP SVCS INC Calibration of Meters	Parshall Flume Calibration - May 2018 TOTAL FOR ACCOUNT	269.49	269.49
07-203-55-510-517	28698	NATURAL SYSTEMS UTILITIES (2017) Natural Systems Utilities	2016-2017 Annual True-up TOTAL FOR ACCOUNT	66,704.01	66,704.01
TOTAL for Sewer Utility Department					105,328.36

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

Meeting Date: 07/17/2018 For bills from 07/04/2018 to 07/17/2018

Account	PO #	Vendor	Description	Payment	Account Total
	28691	NATURAL SYSTEMS UTILITIES	Apgar - March	372.74	
	28691	NATURAL SYSTEMS UTILITIES	ADS - April	200.48	
	28691	NATURAL SYSTEMS UTILITIES	Delaware Valley - April	1,183.55	
	28691	NATURAL SYSTEMS UTILITIES	Delaware Valley - March	732.11	
	28691	NATURAL SYSTEMS UTILITIES	Russell Reid - March	873.18	
	28691	NATURAL SYSTEMS UTILITIES	The Pumper - March	687.56	
	28691	NATURAL SYSTEMS UTILITIES	Castle Septic - March	397.98	
	28691	NATURAL SYSTEMS UTILITIES	Flow Free Septic - March	842.74	
	28691	NATURAL SYSTEMS UTILITIES	Hicks Paving - March	814.52	
	28691	NATURAL SYSTEMS UTILITIES	Delaware Valley - February	712.80	
	28691	NATURAL SYSTEMS UTILITIES	The Pumper - February	497.48	
	28691	NATURAL SYSTEMS UTILITIES	Russell Reid - April	2,119.10	
	28691	NATURAL SYSTEMS UTILITIES	Flow Free - April	1,637.21	
	28691	NATURAL SYSTEMS UTILITIES	The Pumper - January	640.04	
	28691	NATURAL SYSTEMS UTILITIES	ADS - February	118.80	
	28691	NATURAL SYSTEMS UTILITIES	Apgar - April	660.83	
	28691	NATURAL SYSTEMS UTILITIES	Castle - April	792.53	
	28691	NATURAL SYSTEMS UTILITIES	The Pumper - April	1,006.83	
07-194-16-602-001		<i>WWTP Septic Billing</i>	TOTAL FOR ACCOUNT		14,290.48
					=====
TOTAL for Septic Receipts					14,290.48

PLANNING BOARD ESCROW

DEPARTMENT 102

	28651	NASSAU CAPITAL ADVISORS LLC	Financial Advisory Service for May 2018	7,070.00	
	28729	LAVERY, SELVAGGI & ABROMITIS PC	June - Bridge development	3,735.00	
12-288-56-102-001		<i>Bridge Development Escrow</i>	TOTAL FOR ACCOUNT		10,805.00
					=====
TOTAL for DEPARTMENT 102					10,805.00

SECTION 8 PROGRAM

Section 8 Expenditures

	28740	DELTA DENTAL OF NJ INC	Section 8	122.00	
	28659	BLOSKY & ASSOCIATES LLC	HCV 2018 Funding Projection	135.00	
	28659	BLOSKY & ASSOCIATES LLC	Review & Submit VMS	101.25	
16-289-56-081-820		<i>Administration - Salary and Fringe</i>	TOTAL FOR ACCOUNT		358.25
	28284	LATOYA BRADLEY	Utility Reimbursement for months of Marc	120.00	
	28658	LATOYA BRADLEY	Utility Reimbursement for May and June,	120.00	
16-289-56-081-823		<i>Housing and Utility Payments</i>	TOTAL FOR ACCOUNT		240.00
					=====
TOTAL for Section 8 Expenditures					598.25

PAYROLL AGENCY FUND

Payroll Deductions

	28740	DELTA DENTAL OF NJ INC	Dental Buy Up	284.32	
20-291-55-070-201		<i>Dental Post Tax</i>	TOTAL FOR ACCOUNT		284.32
					=====
TOTAL for Payroll Deductions					284.32

List of Bills - CLAIMS CHECKING ACCOUNT
Meeting Date: 08/01/2018 For bills from 08/01/2018 to 08/31/2018

Check#	Vendor	Description	Payment	Check Total
73279	979 - ALFA SOLUTIONS LLC	PO 27887 August, 2018 Rent Payments	1,110.00	1,110.00
73280	5002 - KENNETH W SHERWOOD	PO 27471 August, 2018 Rent Payments	274.00	274.00
73291	5152 - CHRISTOPHER M MIKULICZ	PO 27472 August, 2018 Rent Payments	4,087.00	4,087.00
73292	5175 - RAYMOND D POWANDA	PO 27473 August, 2018 Rent Payments	1,856.00	1,856.00
73293	5180 - ROBERT HALL	PO 27474 August, 2018 Rent Payments	760.00	760.00
73284	5189 - SCOTT A SCHOFIELD	PO 27475 August, 2018 Rent Payments	1,865.00	1,865.00
73285	5202 - NATHAN BERRY COMPANY	PO 27476 August, 2018 Rent Payments	8,894.00	8,894.00
73286	5236 - KATHLEEN S FEIGLEY	PO 27477 August, 2018 Rent Payments	1,360.00	1,360.00
73297	5258 - JACK M WRIGHT JR	PO 27478 August, 2018 Rent Payments	635.00	635.00
73288	5262 - RICHARD HALLEY	PO 27479 August, 2018 Rent Payments	1,960.00	1,960.00
73289	5270 - MANUEL D VIDAL	PO 27480 August, 2018 Rent Payments	512.00	512.00
73290	5315 - BAY PARKWAY PARTNERSHIP LP	PO 27481 August, 2018 Rent Payments	1,913.00	1,913.00
73291	5326 - RICHARD WEBSTER	PO 27482 August, 2018 Rent Payments	537.00	537.00
73292	5331 - CORLISS APARTMENTS LLC	PO 27483 August, 2018 Rent Payments	4,576.00	4,576.00
73293	5341 - JOSEPH J DAKU	PO 27484 August, 2018 Rent Payments	331.00	331.00
73294	5367 - DONALD SMITH	PO 27485 August, 2018 Rent Payments	1,022.00	1,022.00
73295	5400 - GERD W VOGES	PO 27486 August, 2018 Rent Payments	844.00	844.00
73296	5403 - BRIAN NEHILA	PO 27487 August, 2018 Rent Payments	885.00	885.00
73297	5441 - MELISSA MAURY	PO 27488 August, 2018 Rent Payments	474.00	474.00
73298	5445 - CHRISTOPHER R MANN	PO 27489 August, 2018 Rent Payments	2,155.00	2,155.00
73299	5479 - ANTOINETTE BOUTROS	PO 27490 August, 2018 Rent Payments	3,723.00	3,723.00
73300	5484 - DAVID S JUDGE	PO 27491 August, 2018 Rent Payments	1,014.00	1,014.00
73301	5503 - BULLMAN ST LLC	PO 27492 August, 2018 Rent Payments	3,378.00	3,378.00
73302	5526 - LYNN C MCLAUGHLIN	PO 27493 August, 2018 Rent Payments	494.00	494.00
73303	5530 - JEFFREY ALLEGAR	PO 27494 August, 2018 Rent Payments	590.00	590.00
73304	5551 - WOLF PACK GROUP, LLC	PO 27495 August, 2018 Rent Payments	711.00	711.00
73305	5557 - HNL PROPERTY MGMT LLC	PO 27564 August, 2018 Rent Payments	991.00	991.00
73306	5591 - ALAN RULOFF	PO 27496 August, 2018 Rent Payments	594.00	594.00
73307	5597 - KURT R STOCKER	PO 27497 August, 2018 Rent Payments	900.00	900.00
73308	5609 - MOESCH PROPERTIES LLC	PO 27498 August, 2018 Rent Payments	642.00	642.00
73309	5612 - SHAWN F ULMER	PO 27499 August, 2018 Rent Payments	693.00	693.00
73310	5615 - ISABELLA PROPERTIES LLC	PO 27500 August, 2018 Rent Payments	499.00	499.00
73311	5649 - 6 BRAINARD REAL ESTATE GROUP	PO 27581 August, 2018 Rent Payments	788.00	788.00
73312	5655 - JOHN FRAIN	PO 27574 August, 2018 Rent Payments	544.00	544.00
73313	5659 - ME REALTY, LLC	PO 27502 August, 2018 Rent Payments	798.00	798.00
73314	5671 - SUSAN WILLIAMS	PO 27503 August, 2018 Rent Payments	1,974.00	1,974.00
73315	5672 - D.M. INVESTMENTS LLC	PO 27582 August, 2018 Rent Payments	1,050.00	1,050.00
73316	5677 - HANN TERRACE, LLC	PO 27561 August, 2018 Rent Payments	1,148.00	1,148.00
73317	5684 - PERRY A MONTAUREDES	PO 27504 August, 2018 Rent Payments	677.00	677.00
73318	6388 - KEVIN LONERGAN	PO 27505 August, 2018 Rent Payments	907.00	907.00
73319	6434 - VINCENT VALENZA	PO 27506 August, 2018 Rent Payments	686.00	686.00
73320	6467 - LAURA BEVERLY BOWERS	PO 27507 August, 2018 Rent Payments	475.00	475.00
73321	6502 - YA-JU CHEN	PO 27508 August, 2018 Rent Payments	192.00	192.00
73322	6504 - VICTOR MANZO	PO 27509 August, 2018 Rent Payments	272.00	272.00
73323	6510 - BRIAN K WISTUK	PO 27579 August, 2018 Rent Payments	743.00	743.00
73324	6605 - VAST MANAGEMENT INC	PO 27510 August, 2018 Rent Payments	904.00	904.00
73325	6606 - BRENDA CROUGHTER	PO 27511 August, 2018 Rent Payments	569.00	569.00
73326	6639 - MICHAEL DEMONTI	PO 27512 August, 2018 Rent Payments	2,049.00	2,049.00
73327	6649 - VILLA MARABELLA LLC	PO 27513 August, 2018 Rent Payments	554.00	554.00
73328	6650 - TRUE FAMILY INVESTMENT LLC	PO 27514 August, 2018 Rent Payments	1,075.00	1,075.00
73329	6676 - RYAN CARR	PO 27515 August, 2018 Rent Payments	896.00	896.00
73330	6686 - ANIL RAMLOGAN	PO 27516 August, 2018 Rent Payments	920.00	920.00
73331	6712 - FINEGAN FUNERAL HOME	PO 27517 August, 2018 Rent Payments	885.00	885.00
73332	6713 - GARY BRYDE	PO 27518 August, 2018 Rent Payments	771.00	771.00
73333	6745 - LAWRENCE V ROESSNER	PO 27519 August, 2018 Rent Payments	1,100.00	1,100.00
73334	6777 - MERQUIADES CASTILLO	PO 27521 August, 2018 Rent Payments	1,810.00	1,810.00
73335	6778 - MATTHEW J FLANNERY	PO 27571 August, 2018 Rent Payments	565.00	565.00
73336	6795 - JAMES S DUPT	PO 27523 August, 2018 Rent Payments	1,057.00	1,057.00
73337	6810 - GEORGE HATZAKOS	PO 27524 August, 2018 Rent Payments	710.00	710.00
73338	6822 - BRIAN A MANNING	PO 27525 August, 2018 Rent Payments	5,499.00	5,499.00
73339	6823 - GREGORY E BRENNAN	PO 27526 August, 2018 Rent Payments	1,017.00	1,017.00
73340	6829 - WILLIAM POSTMA	PO 27527 August, 2018 Rent Payments	728.00	728.00
73341	6830 - THOMAS BUCSKU	PO 27528 August, 2018 Rent Payments	3,222.00	3,222.00
73342	6833 - EDWARD C KROSS	PO 27529 August, 2018 Rent Payments	573.00	573.00

List of Bills - CLAIMS CHECKING ACCOUNT
 Meeting Date: 08/01/2018 For bills from 08/01/2018 to 08/31/2018

Check#	Vendor	Description	Payment	Check Total
73343	6868 - CATHOLIC CHARITIES, DIOCESE OF METU	PO 27531 August, 2018 Rent Payments	611.00	611.00
73344	6876 - CHERYL DUBIN	PO 27555 August, 2018 Rent Payments	602.00	602.00
73345	6877 - BALKIDS LLC	PO 27532 August, 2018 Rent Payments	936.00	936.00
73346	6879 - ABEDIN ENTERPRISES I LLC	PO 27533 August, 2018 Rent Payments	3,402.00	3,402.00
73347	6880 - AHMED WEISI	PO 27534 August, 2018 Rent Payments	529.00	529.00
73348	6882 - ACTION INVESTMENTS LLC	PO 27535 August, 2018 Rent Payments	4,029.00	4,029.00
73349	6883 - CHARLES & CORA DELVECCHIO	PO 27536 August, 2018 Rent Payments	830.00	830.00
73350	6907 - BARBARA R DESCHAINÉ	PO 27537 August, 2018 Rent Payments	619.00	619.00
73351	6908 - DENNIS S FAZEKAS	PO 27538 August, 2018 Rent Payments	856.00	856.00
73352	6919 - MARIE CHISMAR	PO 27539 August, 2018 Rent Payments	455.00	455.00
73353	6934 - DLP REALTY	PO 27541 August, 2018 Rent Payments	2,520.00	2,520.00
73354	6937 - VICTORIA LAHOUD	PO 27542 August, 2018 Rent Payments	830.00	830.00
73355	6949 - CELTIC CAPITAL VENTURES	PO 27544 August, 2018 Rent Payments	629.00	629.00
73356	6951 - 285 MERCER STREET LLC	PO 27522 August, 2018 Rent Payments	404.00	404.00
73357	6953 - JOSEPH TANNOUS	PO 27545 August, 2018 Rent Payments	1,150.00	1,150.00
73358	6954 - QIAO XIA ZHENG	PO 27546 August, 2018 Rent Payments	432.00	432.00
73359	6960 - CLD ASSOCIATES LLC	PO 27547 August, 2018 Rent Payments	5,274.00	5,274.00
73360	6961 - NG CAPITAL HOLDINGS LLC	PO 27548 August, 2018 Rent Payments	2,204.00	2,204.00
73361	6963 - TULIO R WILHELM-BRITO	PO 27549 August, 2018 Rent Payments	270.00	270.00
73362	6971 - THREE THREE MAIN LLC	PO 27550 August, 2018 Rent Payments	644.00	644.00
73363	6973 - NERANZIS AIVAZIS	PO 27551 August, 2018 Rent Payments	427.00	427.00
73364	6975 - JAMES DIEE	PO 27552 August, 2018 Rent Payments	715.00	715.00
73365	6983 - SCOTT M RONCA	PO 27553 August, 2018 Rent Payments	611.00	611.00
73366	6985 - BRYAN COOPER	PO 27554 August, 2018 Rent Payments	1,453.00	1,453.00
73367	6993 - LORI FREEMAN	PO 27556 August, 2018 Rent Payments	330.00	330.00
73368	6998 - BADWI JACOB	PO 27557 August, 2018 Rent Payments	1,013.00	1,013.00
73369	6999 - PETER DAY	PO 27559 August, 2018 Rent Payments	609.00	609.00
73370	7003 - TJUI REALTY LLC	PO 27560 August, 2018 Rent Payments	590.00	590.00
73371	7013 - MILDRED BUONVIAGGIO	PO 27562 August, 2018 Rent Payments	900.00	900.00
73372	7014 - HARRY L WYANT JR	PO 27563 August, 2018 Rent Payments	1,325.00	1,325.00
73373	7016 - KAREN KOERNER	PO 27565 August, 2018 Rent Payments	756.00	756.00
73374	7017 - HQ HOLDINGS	PO 27566 August, 2018 Rent Payments	478.00	478.00
73375	7018 - HANYU LI	PO 27567 August, 2018 Rent Payments	632.00	632.00
73376	7019 - THOMAS L MEZOFF	PO 27568 August, 2018 Rent Payments	857.00	857.00
73377	7022 - LOURDES MONTESINO	PO 27569 August, 2018 Rent Payments	626.00	626.00
73378	7024 - SOUTH MAIN APARTMENTS LLC	PO 27570 August, 2018 Rent Payments	595.00	595.00
73379	7029 - JAMES M BOYLAN	PO 27573 August, 2018 Rent Payments	628.00	628.00
73380	7031 - AMS MANAGEMENT	PO 27575 August, 2018 Rent Payments	3,250.00	3,250.00
73381	7035 - 819 MILL STREET LLC	PO 27576 August, 2018 Rent Payments	851.00	851.00
73382	7039 - JASWINDER KAUR	PO 27577 August, 2018 Rent Payments	1,200.00	1,200.00
73383	7043 - PHILLIPSBURG HOLDINGS LLC	PO 27580 August, 2018 Rent Payments	3,069.00	3,069.00
73384	7045 - BRIAN PATRICK AGNEW	PO 27658 August, 2018 Rent Payments	329.00	329.00
73385	7048 - ANTHONY ELIAS	PO 27888 August, 2018 Rent Payments	1,200.00	1,200.00
73386	7050 - WALNUT HILL PROPERTY RESTORATION LL	PO 27890 August, 2018 Rent Payments	1,999.00	1,999.00
73387	7051 - 22 HOLDINGS LLC	PO 27889 August, 2018 Rent Payments	1,100.00	1,100.00
73388	7052 - PELWAT 235 LLC	PO 28215 August, 2018 Rent Payments	534.00	534.00
73389	7055 - JAMES STETTNER	PO 28555 August, 2018 Rent Payments	944.00	944.00
73390	7056 - MARK R TARTAGLIA	PO 28556 August, 2018 Rent Payments	681.00	681.00
73391	7057 - CATHERINE ABREU	PO 28732 August, 2018 Rent Payments	1,258.00	1,258.00
73392	7059 - GTBS PROPERTIES, LLC	PO 28731 August, 2018 Rent Payments	875.00	875.00
TOTAL				142,498.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
16-260-05-100	Section 8 - Due to Claims Fund			0.00	142,498.00
16-289-56-081-000	Section 8 Spending Reserves			142,498.00	
TOTALS FOR	SECTION 8 PROGRAM	0.00	0.00	142,498.00	142,498.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT

=====					
	Total to be paid from Fund 16 SECTION 8 PROGRAM				142,498.00
					=====
					142,498.00

O: 2018-10A

AN ORDINANCE AMENDING THE CODE OF THE TOWN OF PHILLIPSBURG BY
AMENDING THE RIVERFRONT REDEVELOPMENT PLAN, SECTION 3.9, ENTITLED
“DISTRICT 6 – RIVERSIDE COMMERCIAL”, TO PERMIT STORAGE OF WASTE
DISPOSAL CONTAINERS AND TRUCKS IN THE ZONE

BE IT ORDAINED by the Town Council of the Town of Phillipsburg in the County of Warren
that the Code of the Town of Phillipsburg as heretofore amended be further amended as follows:

SECTION ONE:

Section 3.2 is hereby amended by the addition of the following definitions:

WASTE DISPOSAL CONTAINER – a large metal bin for refuse designed to be
hoisted onto a specially equipped truck for emptying or hauling away.

WASTE DISPOSAL TRUCK – a vehicle used for collecting and hauling
residential refuse.

SECTION TWO:

Section 3.9.1, entitled “Permitted Uses”, is hereby amended by the addition of subparagraphs (8)
and (9) to Paragraph A. as follows:

- (8) Storage of Empty Waste Disposal Containers.
- (9) Storage of Empty Waste Disposal Trucks.

SECTION THREE:

This Ordinance shall take effect upon its final passage and publication according to law.

ATTEST:

Victoria Kleiner, Town Clerk

Stephen Ellis, Mayor

INTRODUCED: June 12, 2018

HEARING AND ADOPTION:

First Reading June 12, 2018
Second and Amended Reading 07-17-2018

CERTIFICATION

I, Victoria L. Kleiner, Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of an Ordinance duly adopted by the Town Council at their July 17, 2018 meeting.

VICTORIA L. KLEINER, RMC

First Reading 06-12-18 Tabled
Un-tabled 06-19-18
Postponed until 07-03-2018
First Reading 07-03-2018
Tabled 07-03-2018 AMENDED
First Reading 07-17-2018

O: 2018-13

ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY DELETING AND REPLACING CHAPTER V, *ADMINISTRATION OF GOVERNMENT*, ARTICLE XII, *DEPARTMENT OF RECREATION*, SECTION 91, *RECREATION ADVISORY COMMITTEE OF THE CODE OF THE TOWN OF PHILLIPSBURG* AND DELETING SECTION 92, *YOUTH CENTER*

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

Section One.

Chapter V, *Administration of Government*, Article XII, *Department of Recreation*, of the Code of the Town of Phillipsburg, Section 91, *Recreation Advisory Committee*, is hereby deleted in its entirety and replaced as follows:

§5-91. Establishment.

There is hereby established in the Town of Phillipsburg a recreational advisory committee which shall be known as the “Recreation Advisory Committee.”

§5-92. Membership.

- A. The Recreation Advisory Committee shall be comprised of not fewer than five nor more than eleven members, all of whom shall be citizens and residents of the Town of Phillipsburg, shall have passed the required background check, and shall serve without pay.
- B. Classes of Members: There shall be two (2) classes of members, Class A and Class B. Class A members shall be appointed by the Council. Class B members shall consist of one (1) representative from each youth organization rostering fifty (50) or more youth athletes. Each youth organization entitled to have representation on the Recreation Advisory Committee shall advise Council as to their choice of representative and Council shall so appoint said representative, subject to the requirements of 5-92(A).
- C. Any member who fails to attend three or more regularly scheduled meetings in any calendar year may be removed as a member by resolution of the Town Council at the request and recommendation of the Recreation Advisory Committee. The Council shall appoint a new member to fill the vacancy created by removal, which newly appointed member shall serve for the unexpired term of the vacancy.

First Reading 06-12-18 Tabled
Un-tabled 06-19-18
Postponed until 07-03-2018
First Reading 07-03-2018
Tabled 07-03-2018 AMENDED
First Reading 07-17-2018

§5-93. Term of Office.

The members first appointed shall hold office for one, two, and three years, respectively, in such a manner that the term of at least one member, and not more than four members, shall expire in each year, according to the number appointed. Thereafter, all appointments shall be for terms of three years, and all vacancies shall be filled for the unexpired term only.

§5-94. Ex officio members.

The Council shall annually appoint one member of the Town Council, to serve as an ex-officio member of the Recreation Advisory Committee but said members shall have no vote unless he or she is also formally appointed as a member of said Committee. Additional ex-officio members (liaisons) may be appointed annually by the Town Council. In addition, the Mayor shall serve as an ex-officio member pursuant to N.J.S.A. 40:69A-40(l).

§5-95. Purpose and Duties.

- A. The Recreation Advisory Committee shall make recommendations to the Department of Recreation with regard to:
- (1) The recreational and park needs of the Town.
 - (2) Existing recreational programs, staffing and facility requirements.
 - (3) Plans for the development, improvement, maintenance and use of Town lands as public parks, recreation areas and playgrounds.
 - (4) Rules and regulations for the public use of parks, recreation areas and playgrounds.

§5-96. Organization.

The Recreation Advisory Committee shall organize annually on or before January 1 of each year. It shall select a Chairman, Vice Chairman and such other officers as it deems necessary, appoint a Secretary, adopt rules and bylaws as required for the proper conduct of its meetings. Minutes of all Recreation Advisory Committee meetings shall be filed with the Town Clerk and made available upon request to any interested party.

§5-97. Annual Report.

The Recreation Advisory Committee, in conjunction with its budgetary responsibilities, shall make an annual report to the Town Council in December of each year.

First Reading 06-12-18 Tabled
Un-tabled 06-19-18
Postponed until 07-03-2018
First Reading 07-03-2018
Tabled 07-03-2018 AMENDED
First Reading 07-17-2018

Chapter V, *Administration of Government*, Article XII, *Department of Recreation*, of the Code of the Town of Phillipsburg, Section 92, *Youth Center*, is hereby deleted in its entirety

Section Two.

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

Section Three.

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

Section Four.

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

ATTEST:

TOWN OF PHILLIPSBURG

VICTORIA L. KLEINER, RMC
Municipal Clerk
DATED:

STEPHEN R. ELLIS
Mayor

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 June 12, 2018 meeting.

VICTORIA L. KLEINER,
Municipal Clerk

O: 2018-14

AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, Entitled "OPEN SPACE"

BE IT ORDAINED by the Town Council of the Town of Phillipsburg, as follows:

SECTION 1. Chapter xx of the Town Code of the Town of Phillipsburg entitled "Administration", entitled "Open Space", which shall read as follows:

OPEN SPACE

Establishment of Open Space Trust Fund

There is hereby established a reserve in the General Trust Fund which shall be noted and designated as the Open Space Trust Fund ("Trust Fund" hereinafter). A separate bank account shall be established and maintained entitled "Town of Phillipsburg Open Space Trust Account".

A. Funding

Beginning in 2018, a special tax rate shall be added to the total Borough tax rate in the amount not to exceed one (\$0.02) cent per one hundred (\$100.00) dollars of the annual assessment valuations and tax rate, the revenue from which shall be deposited in the Trust Fund. The Town may, in its discretion, deposit additional municipal monies into the Trust Fund, which deposits shall then be subject to all of the provisions governing the Trust Fund. The Trust Fund shall also be authorized to accept donations and testamentary bequests.

B. Purpose and Utilization of Funds

The funds from the Trust Fund shall be utilized for the purchase of property rights within the Town of Phillipsburg from willing sellers, including but not by way of limitation, fee simple acquisitions, easements, development rights, or any other lesser interest in real estate which will further the goal of property acquisitions of lands and property rights for recreation and/or conservation purposes, including all costs and expenses associated therewith.

In connection with such acquisitions, the funds may be utilized for appraisals, title fees, professional fees and other items of expense permitted by law in connection with the acquisition of real estate. Additionally, funds accumulated within the Trust Fund may be used as a down payment for the issuance of bonds or for debt service for the same purpose at the discretion of the Town Council.

The land acquired under the Trust Fund shall be utilized for all categories of open space, including parks, recreation areas, natural areas and such other uses consistent with the concept of open space.

C. Sale of Property

No real property or interest therein, acquired with funds from the Trust Fund shall be sold, conveyed, leased or otherwise disposed by the Town unless it is needed for another public use or otherwise furthers the purposes of the Trust. If such a sale, lease or conveyance is made, the Town shall be required to place the monies received into the Trust Fund as provided in NJSA 40:12-15.9.

Establishment of Open Space Advisory Committee

There is hereby established an Open Space Advisory Committee of the Town of Phillipsburg to review and recommend parcels of land and interests therein that could benefit from the Open Space Funds for the public good.

A. Membership.

The Open Space Advisory Committee shall consist of seven (10) regular members and one (1) alternate member as follows:

1. One (1) member of the Phillipsburg Town Council. (Council Appt.)
2. One (1) member of the Town of Phillipsburg Land Use Board. (Mayor Appt.)
3. Three (3) residents of the Town of Phillipsburg. (1-Council, 2 Mayor Appt)
4. Four (4) property owners or residents of the Town of Phillipsburg. (2 Council, 2 Mayor appt.)
5. One (1) representative of the Phillipsburg Historical Commission. (Mayor appt.)
6. All members shall serve without compensation.

B. Appointment; Tenn.

The term of office of all members shall be (1) year which appointments shall be made annually by the Town Council and Mayor as listed above. Officers and Minutes. The Open Space Advisory Committee shall annually select from among its regular members a chairperson to act as presiding officer and a vice chairperson to serve as presiding officer in the absence of the chair. The committee shall also designate from among its regular members a secretary whose function shall be to keep minutes of all meetings, showing the time, place, the members present, and the subjects considered. Copies of minutes shall be sent to the Municipal Clerk promptly after each meeting. The Municipal Clerk shall make the minutes available to the public upon request.

C. Public Meetings.

The Open Space Advisory Committee shall hold public meetings, which public meetings shall be held in accordance with the Open Public Meetings Act, and the Committee shall give appropriate notice of said meetings. The Committee shall meet regularly on dates as determined by the members, but at least twice annually.

D. Duties and functions.

The Open Space Advisory Committee shall:

1. Study and determine the existence of open space properties within the Borough.
2. Make recommendations to the Town Council as to those properties which it has determined meet the criteria for possible acquisition, whether in fee, by easement, by means of development rights, or by other means. The Town Council shall review the report of the committee and make a determination as to the properties, if any, to be acquired.
3. Prepare an open space plan which shall be submitted to the Town Council on an annual basis; the plan shall contain an updated inventory of open space properties and shall include recommendations for the acquisition or preservation of certain lands within the Town.
4. Obtain and review accounting reports from the Town's Chief Finance Officer of the utilization and balance available in the Open Space Trust Fund.
5. Perform such other advisory duties as requested by the Town Council.

E. Budget.

The Town Council may, at its discretion, appropriate sufficient funding to assist the Open Space Advisory Committee in carrying out its duties and responsibilities.

2-15.3 Review of Open Space Trust Fund.

In the event that no property is acquired or financed under this chapter for a period of five (5) consecutive years, the Town Council shall conduct a review and issue a report with recommendations and conclusions concerning the continuation of the Open Space Trust Fund.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are repealed to the extent of such inconsistency.

SECTION 3. If any word, phrase, clause, section or provision of this ordinance shall be found by any court of competent jurisdiction to be unenforceable, illegal or unconstitutional, such word, phrase, clause, section or provision shall be severable from the balance of the ordinance and the remainder of the ordinance shall remain in full force and effect.

This Ordinance shall take effect after adoption and publication thereof as provided by law.

ATTEST:

TOWN OF PHILLIPSBURG

By: _____

Victoria L. Kleiner, RMC

By: _____

Hon. Stephen R. Ellis, 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 17, 2018 meeting.

VICTORIA L. KLEINER,
Municipal Clerk

O: 2018-15

BOND ORDINANCE PROVIDING FOR VARIOUS 2018 CAPITAL IMPROVEMENTS, BY AND IN THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$1,758,100 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,670,195 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Town of Phillipsburg, in the County of Warren, State of New Jersey (the "Town"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$1,758,100, said sum being inclusive of the sum of \$87,905 as the aggregate amount of down payment for said improvements or purposes as required by the Local Bond Law, N.J.S.A. §40A:2-1 et seq. (the "Local Bond Law"). Said down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Town for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$1,758,100 appropriation not provided for by the \$87,905 down payment, negotiable bonds of the Town are hereby authorized to be issued in the aggregate principal amount of \$1,670,195 pursuant to the Local Bond Law. In

anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Town in an aggregate principal amount not exceeding \$1,670,195 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Debt Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) Administration: acquisition of equipment and digitization of permanent records;	\$121,000	\$114,950	\$6,050	5 years
(ii) Public Safety: acquisition of public safety equipment and non-passenger vehicles for the Police Department;	\$129,600	\$123,120	\$6,480	5 years
(iii) Fire Department: acquisition of equipment, improvements and upgrades to oxygen vehicle/equipment and acquisition of a non-passenger command vehicle;	\$156,000	\$148,090	\$7,910	5 years
(iv) Fire Department: renovations to Fire Central;	\$50,000	\$47,610	\$2,390	20 years
(v) Library: replacement of the library roof;	\$429,000	\$407,550	\$21,450	20 years
(vi) Infrastructure: improvements and upgrades to Town owned buildings and replacement of parking meters; and	\$76,000	\$72,200	\$3,800	10 years
(vii) Road Improvements: improvements to various Town roads, as on file with the Town Clerk's office.	\$796,500	\$756,675	\$39,825	10 years
TOTALS	\$1,758,100	\$1,670,195	\$87,905	11.66 years

(b) The above improvements and purposes set forth in Section 3(a) shall also include the following, as applicable, surveying, construction planning, engineering and

design work, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation and also all work, materials, equipment, labor and appurtenances as necessary therefor or incidental thereto.

(c) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$1,670,195.

(d) The aggregate estimated cost of said improvements or purposes is \$1,758,100, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the down payments for said improvements or purposes in the aggregate amount of \$87,905.

SECTION 4. In the event the United States of America, the State of New Jersey and/or the County of Warren make a contribution or grant in aid to the Town for the improvements and purposes authorized hereby and the same shall be received by the Town prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Warren. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Warren shall be received by the Town after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Town (the "Chief

Financial Officer”), provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of Section 40A:2-8.1 of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the Town is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, is on file in the office of the Clerk of the Town and is available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the Town may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 11.66 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Town and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Town as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$1,670,195 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$79,500 for items of expense listed in and permitted under Section 40A:2-20 of the Local Bond Law is included in the estimated cost indicated herein for the improvements or purposes herein before described.

SECTION 8. The full faith and credit of the Town are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Town, and the Town shall be obligated to levy *ad valorem* taxes upon all the taxable property within the

Town for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Town reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Town's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Internal Revenue Code of 1986, as amended (the "Code"). The proceeds of any bonds or notes authorized herein used to reimburse the Town for costs of the improvements or purposes described in Section 3 hereof, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of any bonds or notes authorized herein or another issue of debt obligations of the Town other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1). The bonds or notes authorized herein to reimburse the Town for any expenditures toward the costs of the improvements or purposes described in Section 3 hereof will be issued in an amount not to exceed \$1,670,195. The costs to be reimbursed with the proceeds of the bonds or notes authorized herein will be "capital expenditures" in

accordance with the meaning of section 150 of the Code. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvements or purposes described in Section 3 hereof is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid. The Town covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued under this ordinance.

SECTION 10. The Town covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under this ordinance.

SECTION 11. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: July 17, 2018**

**VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg**

**ADOPTED ON SECOND READING
DATED: August 7, 2018**

**VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg**

**TOWN OF PHILLIPSBURG
IN THE COUNTY OF WARREN, STATE OF NEW JERSEY**

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Town of Phillipsburg, in the County of Warren, State of New Jersey, on July 17, 2018. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the Phillipsburg Housing Authority Community Room, 535 Fisher Avenue, Phillipsburg, in said County on July 17, 2018 at 7:00 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS 2018 CAPITAL IMPROVEMENTS, BY AND IN THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$1,758,100 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,670,195 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF

Purpose(s): Various 2018 capital improvements and equipment acquisitions for Town Administration, Public Safety, Fire Department, Library, Infrastructure and Road Improvements

Appropriation: \$1,758,100

Bonds/Notes Authorized: \$1,670,195

Grants Appropriated: None

Section 20 Costs: \$79,500

Useful Life: 11.66 years

**VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg**

**TOWN OF PHILLIPSBURG
IN THE COUNTY OF WARREN, STATE OF NEW JERSEY**

PUBLIC NOTICE

NOTICE OF FINAL ADOPTION OF BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Town of Phillipsburg, in the County of Warren, State of New Jersey on August 7, 2018, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS 2018 CAPITAL IMPROVEMENTS, BY AND IN THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$1,758,100 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,670,195 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF

Purpose(s): Various 2018 capital improvements and equipment acquisitions for Town Administration, Public Safety, Fire Department, Library, Infrastructure and Road Improvements

Appropriation: \$1,758,100

Bonds/Notes Authorized: \$1,670,195

Grants Appropriated: None

Section 20 Costs: \$79,500

Useful Life: 11.66 years

**VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg**

**TOWN OF PHILLIPSBURG
IN THE COUNTY OF WARREN, STATE OF NEW JERSEY
CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE**

I, the undersigned Clerk of the Town of Phillipsburg, in the County of Warren, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Town duly called and held on July 17, 2018 at 7:00 p.m. at the Phillipsburg Housing Authority Community Room, 535 Fisher Avenue, Phillipsburg, in said County, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Town and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town as of this ____ day of _____, 2018.

(SEAL)

VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg

**TOWN OF PHILLIPSBURG
IN THE COUNTY OF WARREN, STATE OF NEW JERSEY
CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE**

I, the undersigned Clerk of the Town of Phillipsburg, in the County of Warren, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Town duly called and held on _____, 2018 at 7:00 p.m. at the Phillipsburg Housing Authority Community Room, 535 Fisher Avenue, Phillipsburg, in said County, and that the following was the roll call:

Present:

Absent:

I DO FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Town and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town as of this ____ day of _____, 2018.

(SEAL)

VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg

**TOWN OF PHILLIPSBURG
IN THE COUNTY OF WARREN, STATE OF NEW JERSEY**

**CLERK'S CERTIFICATE CONCERNING
BOND ORDINANCE ADOPTION PROCEDURES**

I, VICTORIA L. KLEINER, DO HEREBY CERTIFY that I am the Clerk of the Town of Phillipsburg, in the County of Warren (the "Town"), State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Town. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Town and the records relative to all resolutions and ordinances of the Town. The representations made herein are based upon the records of the Town. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on July 17, 2018 and finally adopted on _____, 2018 and approved by the Mayor, as applicable, on _____, 2018.

2. After introduction, the bond ordinance was published as required by applicable law on _____, 2018 in The Express Times.

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Town at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Town who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the Town. Copies of the bond ordinance were made available to all who requested same.

4. After final adoption, the bond ordinance was duly approved by the Mayor of the Town (if applicable) and duly published as required by law on _____, 2018 in The Express Times. No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the Town or to me or filed in my office within twenty (20) days after said publication or at any other time after the final adoption thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, as applicable.

7. The official seal of the Town is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town as of this ____ day of _____, 2018.

(SEAL)

VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg

**TOWN OF PHILLIPSBURG
IN THE COUNTY OF WARREN, STATE OF NEW JERSEY**

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned, Clerk of the Town of Phillipsburg, in the County of Warren, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by Robert J. Merlo, the Chief Financial Officer as of July 17, 2018, that such Supplemental Debt Statement was filed in my office on July 17, 2018 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on _____, 2018.

VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg

**TOWN OF PHILLIPSBURG
IN THE COUNTY OF WARREN, STATE OF NEW JERSEY
DOWN PAYMENT CERTIFICATE FOR BOND ORDINANCE**

I, the undersigned Chief Financial Officer of the Town of Phillipsburg, in the County of Warren, State of New Jersey, DO HEREBY CERTIFY that prior to final adoption of the ordinance entitled,

“BOND ORDINANCE PROVIDING FOR VARIOUS 2018 CAPITAL IMPROVEMENTS, BY AND IN THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$1,758,100 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,670,195 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF”,

there was available as a down payment for the improvements or purposes authorized by said ordinance \$87,905 by virtue of provisions in a previously adopted budget or budgets of the Town for down payment or capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Town as of this ____ day of _____, 2018.

**ROBERT J. MERLO,
Chief Financial Officer**

O: 2018-16

BOND ORDINANCE REPEALING AND REPLACING BOND ORDINANCE NUMBER 2017-03 FINALLY ADOPTED APRIL 18, 2017 AND PROVIDING FOR THE RENOVATION AND CONVERSION OF THE ARMORY INTO A PUBLIC SAFETY BUILDING TO HOUSE THE POLICE, FIRE AND EMERGENCY MANAGEMENT DEPARTMENTS, BY AND IN THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$3,211,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,050,450 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF

WHEREAS, the Town Council of the Town of Phillipsburg, in the County of Warren, State of New Jersey (the "Town") heretofore finally adopted Bond Ordinance Number 2017-03 on April 18, 2017 and entitled, "BOND ORDINANCE PROVIDING FOR VARIOUS ENGINEERING, CONSULTANT AND LEGAL REVIEW AND ANALYSIS IN CONNECTION WITH THE FORMULATION OF A LONG-TERM SOLUTION FOR THE TOWN MUNICIPAL OFFICES, BY AND IN THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$300,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$285,000 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF" (the "Original Bond Ordinance"); and

WHEREAS, the Town hereby seeks to repeal the Original Bond Ordinance and replace the Original Bond Ordinance with the following new bond ordinance.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE

OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Town. For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$3,211,000, said sum being inclusive of the sum of \$160,550 as the aggregate amount of down payment for said improvements or purposes as required by the Local Bond Law, N.J.S.A. §40A:2-1 et seq. (the "Local Bond Law"). Said down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Town for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$3,211,000 appropriation not provided for by the \$160,550 down payment, negotiable bonds of the Town are hereby authorized to be issued in the aggregate principal amount of \$3,050,450 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Town in an aggregate principal amount not exceeding \$3,050,450 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are for the renovation and conversion of an existing building commonly known as the Armory, located at 441 Heckman Street into a Public Safety Building to house the Police, Fire and Emergency Management Departments,

such improvement or purpose shall also include the following, as applicable, engineering, design and site work, preparation of plans and specifications, permits, bid documents, contract administration and also all work, materials, equipment, labor and appurtenances as necessary therefor or incidental thereto.

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$3,050,450.

(c) The aggregate estimated cost of said improvements or purposes is \$3,211,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the down payment for said improvements or purposes in the aggregate amount of \$160,550.

SECTION 4. In the event the United States of America, the State of New Jersey and/or the County of Warren make a contribution or grant in aid to the Town for the improvements and purposes authorized hereby and the same shall be received by the Town prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Warren. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Warren shall be received by the Town after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Town (the "Chief

Financial Officer”), provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of Section 40A:2-8.1 of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the Town is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, is on file in the office of the Clerk of the Town and is available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the Town may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 30 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Town and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Town as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$3,050,450 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$300,000 for items of expense listed in and permitted under Section 40A:2-20 of the Local Bond Law is included in the estimated cost indicated herein for the improvements or purposes herein before described.

SECTION 8. The full faith and credit of the Town are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Town, and the Town shall be obligated to levy *ad valorem* taxes upon all the taxable property within the

Town for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Town reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Town's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Internal Revenue Code of 1986, as amended (the "Code"). The proceeds of any bonds or notes authorized herein used to reimburse the Town for costs of the improvements or purposes described in Section 3 hereof, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of any bonds or notes authorized herein or another issue of debt obligations of the Town other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1). The bonds or notes authorized herein to reimburse the Town for any expenditures toward the costs of the improvements or purposes described in Section 3 hereof will be issued in an amount not to exceed \$3,050,450. The costs to be reimbursed with the proceeds of the bonds or notes authorized herein will be "capital expenditures" in

accordance with the meaning of section 150 of the Code. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvements or purposes described in Section 3 hereof is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid. The Town covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued under this ordinance.

SECTION 10. The Town covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under this ordinance.

SECTION 11. Bond Ordinance Number 2017-03 finally adopted April 18, 2017 is hereby repealed.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: July 17, 2018**

**VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg**

**ADOPTED ON SECOND READING
DATED: _____, 2018**

**VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg**

**TOWN OF PHILLIPSBURG
IN THE COUNTY OF WARREN, STATE OF NEW JERSEY**

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Town of Phillipsburg, in the County of Warren, State of New Jersey, on July 17, 2018. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the Phillipsburg Housing Authority Community Room, 535 Fisher Avenue, Phillipsburg, in said County on _____, 2018 at 7:00 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE REPEALING AND REPLACING BOND ORDINANCE NUMBER 2017-03 FINALLY ADOPTED APRIL 18, 2017 AND PROVIDING FOR THE RENOVATION AND CONVERSION OF THE ARMORY INTO A PUBLIC SAFETY BUILDING TO HOUSE THE POLICE, FIRE AND EMERGENCY MANAGEMENT DEPARTMENTS, BY AND IN THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$3,211,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,050,450 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF

Purpose(s): Renovation and conversion of an existing building commonly known as the Armory, located at 441 Heckman Street into a Public Safety Building to house the Police, Fire and Emergency Management Departments

Appropriation: \$3,211,000

Bonds/Notes Authorized: \$3,050,450

Grants Appropriated: None

Section 20 Costs: \$300,000

Useful Life: 30 years

**VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg**

**TOWN OF PHILLIPSBURG
IN THE COUNTY OF WARREN, STATE OF NEW JERSEY**

PUBLIC NOTICE

NOTICE OF FINAL ADOPTION OF BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Town of Phillipsburg, in the County of Warren, State of New Jersey on _____, 2018, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE REPEALING AND REPLACING BOND ORDINANCE NUMBER 2017-03 FINALLY ADOPTED APRIL 18, 2017 AND PROVIDING FOR THE RENOVATION AND CONVERSION OF THE ARMORY INTO A PUBLIC SAFETY BUILDING TO HOUSE THE POLICE, FIRE AND EMERGENCY MANAGEMENT DEPARTMENTS, BY AND IN THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$3,211,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,050,450 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF

Purpose(s): Renovation and conversion of an existing building commonly known as the Armory, located at 441 Heckman Street into a Public Safety Building to house the Police, Fire and Emergency Management Departments

Appropriation: \$3,211,000

Bonds/Notes

Authorized: \$3,050,450

Grants

Appropriated: None

Section 20

Costs: \$300,000

Useful Life: 30 years

VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg

**TOWN OF PHILLIPSBURG
IN THE COUNTY OF WARREN, STATE OF NEW JERSEY
CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE**

I, the undersigned Clerk of the Town of Phillipsburg, in the County of Warren, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Town duly called and held on July 17, 2018 at 7:00 p.m. at the Phillipsburg Housing Authority Conference Room, 535 Fisher Avenue, Phillipsburg, in said County, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Town and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town as of this ____ day of _____, 2018.

(SEAL)

VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg

**TOWN OF PHILLIPSBURG
IN THE COUNTY OF WARREN, STATE OF NEW JERSEY
CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE**

I, the undersigned Clerk of the Town of Phillipsburg, in the County of Warren, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Town duly called and held on _____, 2018 at 7:00 p.m. at the Phillipsburg Housing Authority Community Room, 535 Fisher Avenue, Phillipsburg, in said County, and that the following was the roll call:

Present:

Absent:

I DO FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Town and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town as of this ____ day of _____, 2018.

(SEAL)

VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg

**TOWN OF PHILLIPSBURG
IN THE COUNTY OF WARREN, STATE OF NEW JERSEY**

**CLERK'S CERTIFICATE CONCERNING
BOND ORDINANCE ADOPTION PROCEDURES**

I, VICTORIA L. KLEINER, DO HEREBY CERTIFY that I am the Clerk of the Town of Phillipsburg, in the County of Warren (the "Town"), State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Town. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Town and the records relative to all resolutions and ordinances of the Town. The representations made herein are based upon the records of the Town. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on July 17, 2018 and finally adopted on _____, 2018 and approved by the Mayor, as applicable, on _____, 2018.

2. After introduction, the bond ordinance was published as required by applicable law on _____, 2018 in The Express Times.

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Town at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Town who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the Town. Copies of the bond ordinance were made available to all who requested same.

4. After final adoption, the bond ordinance was duly approved by the Mayor of the Town (if applicable) and duly published as required by law on _____, 2018 in The Express Times. No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the Town or to me or filed in my office within twenty (20) days after said publication or at any other time after the final adoption thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of the bond ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, as applicable.

7. The official seal of the Town is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town as of this ____ day of _____, 2018.

(SEAL)

VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg

**TOWN OF PHILLIPSBURG
IN THE COUNTY OF WARREN, STATE OF NEW JERSEY**

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned, Clerk of the Town of Phillipsburg, in the County of Warren, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by Robert J. Merlo, the Chief Financial Officer as of July 17, 2018, that such Supplemental Debt Statement was filed in my office on July 17, 2018 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on _____, 2018.

VICTORIA L. KLEINER,
Clerk of the Town of Phillipsburg

**TOWN OF PHILLIPSBURG
IN THE COUNTY OF WARREN, STATE OF NEW JERSEY
DOWN PAYMENT CERTIFICATE FOR BOND ORDINANCE**

I, the undersigned Chief Financial Officer of the Town of Phillipsburg, in the County of Warren, State of New Jersey, DO HEREBY CERTIFY that prior to final adoption of the ordinance entitled,

"BOND ORDINANCE REPEALING AND REPLACING BOND ORDINANCE NUMBER 2017-03 FINALLY ADOPTED APRIL 18, 2017 AND PROVIDING FOR THE RENOVATION AND CONVERSION OF THE ARMORY INTO A PUBLIC SAFETY BUILDING TO HOUSE THE POLICE, FIRE AND EMERGENCY MANAGEMENT DEPARTMENTS, BY AND IN THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$3,211,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,050,450 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF"

there was available as a down payment for the improvements or purposes authorized by said ordinance \$160,550 by virtue of provisions in a previously adopted budget or budgets of the Town for down payment or capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Town as of this ____ day of _____, 2018.

ROBERT J. MERLO,
Chief Financial Officer

Vetoed Ordinance(s)

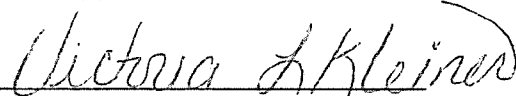
CLERK CERTIFICATION

I, Victoria L. Kleiner, Municipal Clerk of the Town of Phillipsburg do hereby certify that Ordinance No. O: 2018-12 entitled:

ORDINANCE NO. 2018-12

**AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN,
STATE OF NEW JERSEY ADOPTING SALARY GUIDE FOR THE UNCLASSIFIED
EMPLOYEES**

Was adopted by the Town Council on the 03rd day of July 2018 and I am hereby delivering said Ordinance to you, Mayor Stephen R. Ellis. On this 05th day of July 2018 at 10:00 AM for your action on said Ordinance.


VICTORIA L. KLEINER, RMC
MUNICIPAL CLERK

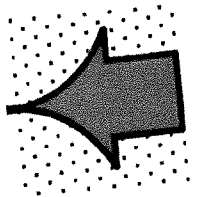


MAYOR CERTIFICATION

I, Stephen R. Ellis, Mayor of the Town of Phillipsburg do hereby acknowledge receipt of Ordinance No. O: 2018-12 from the Municipal Clerk on this this 05th day of July 2018 which I hereby approve for adoption.



Stephen R. Ellis, MAYOR



O: 2018-12

AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY ADOPTING SALARY GUIDE FOR THE UNCLASSIFIED EMPLOYEES

BE IT ORDAINED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey the following salary guide attached hereto as Exhibit "A" is hereby adopted in order to establish a salary range and salaries for unclassified employees of the Town of Phillipsburg.

Section Two.

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

Section Three.

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

Section Four.

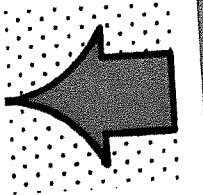
Effective Date. This Ordinance shall take effect upon final passage and publication as provided by law.

ATTEST:

VICTORIA L. KLEINER, RMC
Municipal Clerk
DATED: July 04, 2018

TOWN OF PHILLIPSBURG

STEPHEN R. ELLIS
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 June 19, 2018 meeting.

Victoria L. Kleiner

VICTORIA L. KLEINER, RMC

VETO

RESOLUTIONS

**RESOLUTION OF THE MAYOR AND COUNCIL OF
THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY
AUTHORIZING THE SIGNING OF GOVERNMENT ENERGY AGGREGATION
PROGRAM AGREEMENTS**

WHEREAS, the State of New Jersey has been engaged in a process to establish a competitive market place through deregulation and restructuring the electric and natural gas utility markets; and

WHEREAS, the establishment of a governmental energy aggregation program ("GEA Program") to purchase electric generation service and natural gas pursuant to the Government Energy Act of 2003, *N.J.S.A. 48:3-93.1 et seq.* ("Act") and the New Jersey Board of Public Utilities' implementing rules at *N.J.A.C. 14:4-6.1 et seq.* ("Rules") will increase competition for the provision of electric power and natural gas to residential and non-residential electricity and gas ratepayers, thereby increasing the likelihood of lower electric rates and natural gas rates for these users without causing an interruption in service; and

WHEREAS, under a GEA Program the residential ratepayers may have the opportunity to receive a direct reduction in their electric bills through the bulk purchase of energy from a third-party energy supplier; and

WHEREAS, pursuant to an ordinance adopted by the Town of Phillipsburg on (June 19, 2018), Town Council publicly declared its intent to commence a GEA Program by participating in the Sussex-Warren Area Energy Cooperative ("SWAEC"); and

WHEREAS, the Township of Fredon is the Lead Agency for the "SWAEC" program and shall accept or reject pricing on behalf of the Cooperative and its participant members; and

WHEREAS, the Town of Phillipsburg, as a participating member of the "SWAEC" program hereby agrees to proceed with the program, by signing the Supplier Agreement, should the Township of Fredon accept pricing, which provides a savings on the supply portion of the electric bill for the residential energy aggregation program; and

WHEREAS, the Township of Fredon appointed Concord Energy Services ("CES") for the "SWAEC" to serve as Energy Agency to assist and administer the GEA program at no cost to the Township of Fredon or "SWAEC" participating members; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Town of Phillipsburg, in the County of Warren, New Jersey, duly assembled in public session, as follows:

Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

1. The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.
2. The Town of Phillipsburg as a participating member of the "SWAEC" program hereby agrees to proceed with the program, by signing the Supplier Agreement, should the Township of Fredon accept pricing, which provides a reduction on the supply portion of the electric bill for the residential energy aggregation program;
3. The Mayor, Chief Financial Officer, Treasurer or other municipal officer is hereby authorized and directed to execute, on behalf of the Town of Phillipsburg any documents necessary to carry out the purpose of this Resolution including the Supplier Services Agreement providing a reduction is achieved at the time of auction.

ADOPTED at a regular meeting of the Mayor and Council of the Town of Phillipsburg, County of Warren, State of New Jersey held on **July 17, 2018**.

Town of Phillipsburg

BY: _____

Hon. Stephen R. Ellis, Mayor

ATTEST BY: _____

Victoria L. Kleiner, Municipal Clerk

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 17, 2018 meeting.

VICTORIA L. KLEINER,

Municipal Clerk

R: 2018-126

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF
PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY
AUTHORIZING THE EXECUTION OF GOVERNMENT ENERGY
AGGREGATION PROGRAM AGREEMENTS FOR THE MORRIS AREA
ENERGY COOPERATIVE**

WHEREAS, the State of New Jersey has been engaged in a process to establish a competitive market place through deregulation and restructuring the electric and natural gas utility markets; and

WHEREAS, the establishment of a governmental energy aggregation program ("GEA Program") to purchase electric generation service and natural gas pursuant to the Government Energy Act of 2003, *N.J.S.A. 48:3-93.1 et seq.* ("Act") and the New Jersey Board of Public Utilities' implementing rules at *N.J.A.C. 14:4-6.1 et seq.* ("Rules") will increase competition for the provision of electric power and natural gas to residential and non-residential electricity and gas ratepayers, thereby increasing the likelihood of lower electric rates and natural gas rates for these users without causing an interruption in service; and

WHEREAS, under a GEA Program the residential ratepayers may have the opportunity to receive a direct reduction in their electric bills through the bulk purchase of energy from a third-party energy supplier; and

WHEREAS, pursuant to an ordinance 2018-09, adopted by the Town of Phillipsburg on June 19, 2018, the Town of Phillipsburg publicly declared its intent to commence a GEA Program by participating in the Sussex-Warren Area Energy Cooperative ("SWAEC"); and

WHEREAS, the Township of Fredon, as Lead Agency for the "SWAEC", appointed Concord Energy Services ("CES") for the "SWAEC" to serve as Energy Agent to assist and administer the GEA program at no cost to the Township of Fredon or "SWAEC" participating members; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Town of Phillipsburg in the County of Warren, New Jersey, duly assembled in public session, as follows:

The Mayor, Chief Financial Officer, Treasurer or other municipal officer is hereby authorized and directed to execute, on behalf of the Town of Phillipsburg, all documents and Agreements the necessary to carry out the purpose this Resolution.

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 17, 2018 meeting.

VICTORIA L. KLEINER,
Municipal Clerk

ELECTRIC DISTRIBUTION COMPANY AGGREGATION AGREEMENT

THIS ELECTRIC DISTRIBUTION COMPANY AGGREGATION AGREEMENT, made and entered into this ___ day of _____, 20___, among Jersey Central Power & Light Company (the “Company”), a corporation and a public utility organized and existing under the laws of the State of New Jersey, and the Town of Phillipsburg, a municipality of the State of New Jersey (the “Aggregator”). The Company and the Aggregator are hereinafter sometimes referred to collectively as the “Parties”, or individually as a “Party”.

WITNESSETH:

WHEREAS, the Company is a public utility engaged, inter alia, in the transmission and distribution of electric energy within its service territory located in the State of New Jersey; and

WHEREAS, pursuant to Government Energy Aggregation Act, N.J.S.A. 48:3-93 et seq. (the “Aggregation Act”), the Aggregator seeks to establish a Government Energy Aggregation Program for the provision of electricity (the “Program”) within the Company’s Service Territory;

WHEREAS, pursuant to the Aggregation Act and in accordance with the Applicable Legal Authorities, the Aggregator has adopted an appropriate municipal ordinance or resolution, as applicable, authorizing the Aggregator to establish the Program and has provided a copy of that ordinance or resolution to the Company; and

WHEREAS, with respect to the Program, the Parties desire to enter into this Electric Distribution Company Aggregation Agreement (“Agreement”) setting forth their respective obligations concerning the Program:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the Parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

ARTICLE 1: DEFINITIONS

Any capitalized or abbreviated term not elsewhere defined in this Agreement shall have the definition set forth in this Article.

Appliance Repair Service – the maintenance, repair or replacement of appliances, motors or other energy-consuming devices at the end user’s premises.

Applicable Legal Authorities – generally, those New Jersey statutes and administrative rules and regulations that govern the electric utility industry, Government Aggregators and Government Energy Aggregation Programs in New Jersey.

Billing Month – Generally, that calendar month in which the majority of the Company’s meters are read for the purpose of establishing the electric service usage of Customers for their prior 26 to 35 day period.

BPU or “Board” – the New Jersey Board of Public Utilities or its successor.

Business Day – any day on which the Company’s corporate offices are open for business.

Charge – any fee, charge or other amount that is billable by the Company to the Aggregator for services performed by the Company under this Agreement, as set forth in Appendix A.

Customer – a person or entity taking service pursuant to the Company’s retail tariff, who may receive electricity from a Third Party Supplier in accordance with the Applicable Legal Authorities at a single, metered location.

Customer Information – for Customers located within the Aggregator’s jurisdictional territory, the Customer’s name, address, account number, and, for Non-Residential Customers, 12-Month Historical Usage.

Electric Related Service – service that is directly related to the consumption of electricity by an end user, including, but not limited to the installation of demand side management measures at the end user’s premises, Appliance Repair Service, the provision of energy consumption measurement, analysis, and information management, and billing services, as authorized by the Board pursuant to N.J.S.A. 48:3-94(4)(b).

General Customer Inquiry – an inquiry from a customer regarding electric distribution-related services provided by the Company.

Government Aggregator – an entity that meets both of the following criteria: (1) the entity is subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq., the County College Contracts Law, N.J.S.A. 18A:64A-25.1 et seq., or is the New Jersey School Boards Association and (2) the entity enters into a contract with another Government Aggregator, or with a Third Party Supplier, to purchase electric generation service, electric related service, gas supply service, and/or gas related service for one or more of

the following purposes: (a) for the Government Aggregator's own use, (b) for the use of other Government Aggregators, and/or (c) if the Government aggregator is a municipality or county, for use by Residential or Non-Residential Customers within its geographic boundaries.

Government Energy Aggregation Program – a program under which a Government Aggregator that is a municipality or county enters into a written contract for the provision of electric generation service or gas supply service on behalf of Residential or Non-Residential Customers within its geographic boundaries.

Non-Residential Customer – a Customer who is being served under any one of the Company's Rate Schedules *GS, GST, GP, GT, OL, SVL, MVL or ISL* that is not a government entity that is subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq., or the County College Contracts Law, N.J.S.A. 18A:64A-25.1 et seq.

Notice – the form of notice provided by the Aggregator to Customers as required pursuant to N.J.A.C. 14:4-6.6 (q) through (s) (1) notifying them that the Aggregator is establishing a Government Energy Aggregation Program; (2) if the Program includes Appliance Repair Services, describing such services; (3) informing Residential Customers that they have the right to Opt-Out, but, if no Opt-Out is submitted, that the Residential Customer will be included in the Program; (4) if applicable, informing Non-Residential Customers that they have the right to Opt-In, but, if no Opt-In response is submitted, that the Non-Residential Customer will be excluded from the Program; (5) informing them that any Opt-Out must be submitted to the Option Administrator within 30 calendar days after the postmark on the Notice; (6) advising them of the specific cost of participation in the Program, and any other information necessary to enable customers to compare the Program to other alternatives; (7) notifying them of the approximate start date of the Program and the Program's duration; and (8) providing a contact name, phone number and e-mail address for Specific Customer Inquiries.

Option Administrator – means the Party responsible for receiving and recording customer's submittals indicating that the Customer wishes to Opt-In or Opt-Out of the Government Energy Aggregation Program.

Opt-In – the process by which a Customer affirmatively indicates a choice to participate in a Government Energy Aggregation Program from which the Customer would otherwise be automatically excluded.

Opt-Out – the process by which a Customer affirmatively indicates a choice not to participate in a Government Energy Aggregation Program in which the Customer would otherwise be automatically included.

Program Change Notice – the form of notice provided by the Aggregator to Residential Customers participating in the Program as required pursuant to N.J.A.C. 14:4-6 et. seq. (1) notifying them that (a) there has been a change in Third Party Supplier to the Program or (b) there has been a change in pricing structure for the Program and (2) informing them of their right to decline to continue to participate in the Program.

Residential Customer – a Customer who is being served under any one of the Company’s Rate Schedules *RS, RT or RGT*.

Service Territory – the geographic areas of the State of New Jersey in which the Company serves electric Customers.

Specific Customer Inquiry – an inquiry from a customer regarding the Government Energy Aggregation Program.

Third Party Supplier or “TPS” – a person or entity that is duly licensed by the Board to offer and to assume the contractual and legal responsibility to provide electric generation service to retail customers located in the State of New Jersey pursuant to retail open access programs approved by the Board.

12-Month Historical Usage – the amount of electricity used by a Customer or group of Customers during the most recent 12-month period for which data are available, including assigned capacity and transmission obligations and electric interval data, if available and requested.

ARTICLE 2: GENERAL TERMS AND CONDITIONS

2.1 Parties’ Obligations

(a) Obligations of Aggregator

Aggregator hereby agrees to meet the following obligations:

(i) to cooperate with the Company in any regulatory compliance efforts that may be required to maintain the ongoing legitimacy and enforceability of the terms of this Agreement and to fulfill any regulatory and Company reporting requirements associated with the Program, before the BPU, with a copy to the Company on a concurrent basis;

(ii) to send the completed form of Notice to Residential Customers in accordance with N.J.A.C. 14:4-6.6 (q) through (s), and, if the Program is open to Non-Residential Customers, to issue a public notice advising Non-Residential Customers located within the Aggregator’s geographic boundaries that they are eligible to participate in the Program if they submit an Opt-In response to the Option Administrator within 30 calendar days after the ordinance [resolution]authorizing the Program;

(iii) to act, either directly or through a designated agent, as Option Administrator and to keep a record of all of the Residential Customers who Opt-Out of the Program, and, if applicable, to keep a record of all of the Non-Residential Customers who Opt-In to the Program;

(iv) to pay to the Company all Charges associated with those obligations assumed by the Company with respect to the Program as set forth in Appendix A;

(v) to respond to all Specific Customer Inquiries;

(vi) to keep all Customer Information supplied by the Company confidential and exempt from public disclosure, as required by the Applicable Legal Authorities, unless otherwise required by court order or pursuant to an Open Public Records Act (“OPRA”) request, and to limit any use or dissemination of Customer Information to facilitation of the Program; Notwithstanding the foregoing, the Parties agree that Customer Information is not subject to OPRA disclosure, and if an OPRA request is submitted to Aggregator it will not voluntarily disclose such information;

(vii) upon selecting a TPS, or TPSs, to supply electricity and/or electric related service to the Program, to promptly notify the Company of the identity of the selected TPS(s); and

(viii) to comply in a timely manner with any applicable rules in effect pursuant to the Applicable Legal Authorities and with all obligations under this Aggregation Agreement imposed upon the Aggregator.

(viii) Aggregator may subcontract or delegate performance of certain of its obligations under this Agreement in accordance with N.J.A.C. 14:4-6.3(b). However, no such subcontract or delegation shall relieve Aggregator of any of its obligations and/or liabilities under this Agreement.

(b) Obligations of the Company

The Company hereby agrees as follows:

(i) within 10 calendar days after the later of the Effective Date of this Aggregation Agreement or the satisfaction by the Aggregator of all conditions precedent including payment of all Charges (as provided for in Article 6 of this Agreement and to the extent any such Charges are established in Appendix A hereto) and provision of the names and account numbers those Non-Residential Customers who have submitted an Opt-In response to the Option Administrator, the Company will use reasonable care to prepare and will provide to the Aggregator (1) the number of Residential Customers, by rate class, who are located within the Aggregator's geographic boundaries and are not already being served by a TPS; (2) 12-Month Historical Usage for each Non-Residential Customer that the Aggregator has indicated has submitted an Opt-In response, through Electronic Data Interchange (EDI); and (3) 12-Month Historical Usage for each government facility that Aggregator has indicated will be included in the Program through EDI. Pursuant to N.J.S.A. 48:3-92.3, the Company will exercise reasonable care in the disclosure of Customer Information to the Aggregator, but shall not be responsible for errors or omissions in the preparation or the content of the Customer information.

(ii) within 10 calendar days after the postmark on the written notice of selection of a TPS (as required by Section 2.1(a)(vii) of this Agreement), or sooner if agreed-upon by the Company and Government Aggregator pursuant to Appendix B hereto, the Company will use reasonable care to prepare and will provide to the Aggregator Customer Information for Residential Customers who are located within the Aggregator's geographic boundaries and are not already being served by a TPS; pursuant to N.J.S.A. 48:3-92.3, the Company will exercise reasonable care in the disclosure of Customer Information to the Aggregator, but shall not be responsible for errors or omissions in the preparation or the content of the Customer information.

(iii) to comply in a timely manner with any applicable rules in effect pursuant to the Applicable Legal Authorities and with all obligations under this Aggregation Agreement imposed upon the Company;

(iv) to respond to all General Customer Inquiries; and

(v) to direct all Customers to the Aggregator or its designated agent for the answers to any Specific Customer Inquiries.

2.2 Communications and Data Exchange

Aggregator and the Company will supply to each other all data, materials or other information that is specified in this Aggregation Agreement, or that may otherwise reasonably be required by the Aggregator or by the Company in connection with the Program in a timely manner. Aggregator requests for 12-Month Historical Usage must utilize EDI. The Company's fulfillment of these requests will utilize standard EDI protocols for providing historical monthly summary usage.

2.3 Record Retention

The Aggregator shall retain for a period of six months following the expiration of the term of this Agreement, necessary records so as to permit the Company to confirm the participation of Customers in the Program.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1 Aggregator's Representations and Warranties

The Aggregator hereby represents, warrants and covenants as follows:

a) it is a municipality or county within the State of New Jersey;

b) it has all requisite power and authority to execute and deliver this Agreement and to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder;

c) the execution and delivery of this Agreement and the performance of the Aggregator's obligations hereunder have been duly authorized by ordinance or resolution, as applicable;

d) all necessary and appropriate action that is required on the Aggregator's part to execute this Agreement has been completed; and

e) this Agreement is the legal, valid and binding obligation of such Aggregator, enforceable in accordance with its terms.

3.2 Company's Representations and Warranties

The Company hereby represents, warrants and covenants as follows:

a) the Company is an electric public utility corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey;

b) the Company has all requisite power and authority to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder;

c) the execution and delivery of this Agreement and the performance of the Company's obligations hereunder have been duly authorized by all necessary action on the part of the Company;

d) all necessary and appropriate action that is required on the Company's part to execute this Agreement has been completed; and

e) this Agreement is the legal, valid and binding obligation of the Company, enforceable in accordance with its terms.

3.3 Survival of Obligations

All representations and warranties contained in this Article are of a continuing nature and shall be maintained during the term of this Agreement. If a Party learns that any of the representations, warranties, or covenants in this Agreement are no longer true during the term of this Agreement, the Party shall notify the other Party within three Business Days, via facsimile, with a hard copy of the notice delivered by overnight mail.

ARTICLE 4: COMMENCEMENT AND TERMINATION OF AGREEMENT

The term of this Aggregation Agreement shall commence upon the date first written above (the “Effective Date”) and terminate with the satisfaction of each of the Parties’ obligations under this Aggregation Agreement, and, in no event, will extend more than 30 calendar days beyond the Program’s termination.

ARTICLE 5: BREACH AND DEFAULT

5.1 Events of Default

An Event of Default under this Agreement shall occur if a Party (the “Defaulting Party”):

- (i) fails to pay the other Party when payment is due;
- (ii) violates any federal, state or local code, regulation or statute applicable to

Government Energy Aggregation Programs including, in the case of the Aggregator, by failing to obtain or maintain any governmental approvals required to implement a Government Energy Aggregation Program; or

- (iii) fails to satisfy any other material obligation under this Agreement not listed above, and fails to remedy such condition, event or violation, within three Business Days of receipt of written notice thereof from the Non-Defaulting Party.

5.2 Rights Upon Default

Upon and during the continuation of an Event of Default, the Non-Defaulting Party shall be entitled to:

- (i) pursue any and all available legal and equitable remedies; and
- (ii) declare an Early Termination Date of this Agreement with respect to the obligations of the Defaulting Party without any liability or responsibility whatsoever except for obligations arising prior to the date of termination, by providing written notice to the Defaulting Party.

ARTICLE 6: BILLING AND PAYMENT

(a) No later than 10 calendar days after the Effective Date of this Agreement, the Aggregator will pay the Company an amount equal to the total Charges expected to be incurred by the Aggregator over the term of this Agreement, based upon the services to be performed by the Company as set forth in Appendix A hereto.

(b) Within 15 calendar days after the conclusion of each Billing Month, the Company will remit an invoice to the Aggregator for any Charges incurred by the Aggregator during the Billing Month, and not included in the payment provided pursuant to Section 6(a), above.

(c) Invoices for Charges incurred by the Aggregator during the Billing Month will be due and owing to the Company within 10 calendar days after the date of the invoice.

(d) Within 15 calendar days after the conclusion of the term of this Aggregation Agreement, the Company will refund any Charges previously paid by the Aggregator for services not rendered by the Company during the term of this Agreement, or will issue a final invoice for all Charges incurred by the Aggregator.

ARTICLE 7: INDEMNIFICATION

With respect to claims and/or liabilities related to the provision, use, misuse or unauthorized disclosure of Customer Information by the Aggregator or its agents, or by third parties subsequent to the provision of such Customer Information by the Company to the Aggregator pursuant to this Aggregation Agreement, the Aggregator agrees to defend, indemnify and hold harmless the Company, its shareholders, board members, directors, officers and employees, from and against any and all third party claims and/or liabilities for losses, penalties, expenses, damage to property, injury to or death of any person including a Party's employees or any third parties except to the extent that a court of competent jurisdiction determines that the losses, penalties, expenses or damages were caused wholly or in part by the gross negligence or willful misconduct of the Company. Without limiting the foregoing, the Aggregator will indemnify the Company for all claims by Customers relating to the Program regarding services not provided by the Company.

ARTICLE 8: DISPUTE RESOLUTION

8.1 Disputes Submitted to the BPU

The Parties retain their right to pursue recourse in the appropriate administrative or legal jurisdiction.

ARTICLE 9: MISCELLANEOUS

9.1 Use of the Word "Including"

The word "including", when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.

9.2 Binding Terms

This Agreement and the Charges, terms and conditions herein shall remain in effect for the entire term hereof.

9.3 Amendment

This Aggregation Agreement may not be amended without the approval of the Board, and requests for such approval by one Party may be initiated only upon written notice to the other Party, except that the Company may amend the Charges set forth in Appendix A upon 30 days prior written notice to the Aggregator.

9.4 Counterparts

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which shall constitute one instrument.

9.5 Notices

Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by overnight mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the Company: Bret Young – Supervisor, Supplier Services
FirstEnergy
76 S. Main Street
Akron, OH 44308

If to the Aggregator: Town of Phillipsburg
120 Filmore Street
Phillipsburg, NJ 08865

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

ATTEST:

JERSEY CENTRAL POWER & LIGHT
COMPANY

By: _____

By: _____

Jersey Central Power & Light Co.

ATTEST:

TOWN OF PHILLIPSBURG

By: _____

By: _____

Appendix A

Schedule of Fees and Charges

- 1. General Administrative Fee: \$ N/A per hour. The fee represents recovery of costs incurred by the Company, and not recovered through base rates or any other fees or charges, in the course of rendering necessary support and assistance to the Government Aggregator**
- 2. Computer Programming Charges \$ N/A per hour. This fee represents the incremental cost of programming required in the preparation or content of customer information exclusive of the standard EDI business practices and protocols**
- 3. Technical Support and Assistance Charges \$ N/A per hour. This fee represents any incremental costs incurred by the Company in providing technical support and assistance to the Government Aggregator that is in addition to the business interactions and processing of customer data outlined in the Aggregation Agreement**

ADDENDUM A - ENERGY MANAGEMENT SERVICES

Once the Town of Phillipsburg passes the ordinance, CES/CUC will complete the following steps in support of the GEA program. CES/CUC will also provide templates for all documents required for the program.

Residential Opt Out Process (Option 2-A)

1. Obtain a copy of each participating municipality's ordinance to share with Local Distribution Company (LDC) as documentation for the GEA program.
2. Obtain a copy of each participating municipality's logo in high resolution in jpeg, tiff or png format. This is needed for advertising and the Opt-out letter.
3. Obtain tax rolls to be used to cross reference all residents in each participating municipality's boundaries for Opt-out options.
4. Develop an outreach and marketing plan with each participating municipality.
5. Provide a resolution which allows each participating municipality to appoint CES/CUC as the Energy Agent and sign any required documents to proceed with the program. Obtain a copy for records.
6. Provide a Government Aggregation Agreement (GAA) to be signed by the municipality and CES/CUC. This is CES/CUC's contract with each participating town that outlines our responsibilities to the town through this program. Three (3) original signed copies are required.
7. As Energy Agent, CES/CUC will reimburse the municipality any actual charges incurred by the municipality with respect to participation in the Program.
8. Provide Local Distribution Company (LDC) Agreements to be signed by each participating municipality. This is the agreement between utility company and the municipality. Three (3) original signed copies are required.
9. Send draft bid documents (RFP and SSA) to BPU and Rate Counsel for 15 day review.
10. Send signed GAA and LDC agreements to the appropriate utility company for their execution and request usage data (including capacity and transmission).
11. Receive data from LDC and prepare for auction.
12. After comments from BPU and Rate Counsel send back comments, prepare final bid documents and send to suppliers. Allow 2 weeks for review, Q & A, and submission for qualification documents.
13. Notify the Town of Phillipsburg that the bid documents have been sent to all suppliers and the auction date has been set.
14. Conduct auction and supply savings estimate. Determine what pricing structure best suits the Town of Phillipsburg in order to award the contract. Based on market conditions, additional auctions may be ran.

15. Provide a Supplier Services Agreement (SSA) to be executed by each participating municipality and winning supplier. This has already been reviewed by BPU and RC and so nominal changes may be considered.
16. Provide all parties with executed copies of the SSA.
17. Notify LDC of winning supplier and obtain eligible customer account information.
18. CES/CUC shall keep all customer information confidential and exempt from public disclosure and to limit any use or dissemination of customer information to facilitation of the Program, noting that customer information is not subject to Open Public Records Act.
19. Review Opt-out letter to each participating municipality and obtain signature.
20. Provide winning supplier with customer data (name, address and account #) to prepare for Opt-out letter to be sent.
21. Facilitate 30 day Opt-out period once Opt-out letter is sent by supplier.
22. Manage all Opt-out calls and customer inquiries through CES/CUC and/or supplier call center, Opt-out letters and njaggregation.us website.
23. Assist with transferring residents to TPS service.
24. Continue to monitor savings and provide quarterly savings reports to council.
25. Start the reverse energy procurement process 4 months prior to TPS contract end date.

Commercial Opt In Process (Option 2-A) (If Requested)

1. Obtain a copy of the ordinance to share with Local Distribution Company (LDC) as documentation for the GEA program.
2. Send draft bid documents (RFP and SSA) to BPU and Rate Counsel for 15 day review
3. Request from LDC all eligible customers for OPT IN options.
4. Provide a draft letter with OPT IN options for signature.
5. Facilitate mailing for OPT IN letter and provide support via 800 #, www.njaggregation.us, mailer as well as outreach meetings.
6. At expiration of OPT IN period CES/CUC will conduct an energy auction as per the E-procurement process (Local Unit Electronic Technology Pilot Program and Study (P.L. 2001, c.30).
7. Present executable event pricing to government agency and will help select the winning supplier and agreement that is most advantageous to execute. Based on market conditions, additional auctions may need to be ran at later dates.
8. Facilitate contract execution between both the government agency and the winning supplier in the aggregation program.
9. Inform the LDC of the winning supplier.
10. CES/CUC will collaborate with winning supplier to provide each eligible commercial customer a second letter. The letter will include information of winning supplier, along with the price and terms of the agreement.
11. CES/CUC will facilitate local LDC to send a third and final letter to property owners letting them know when the switch date will be.
12. Facilitate with winning supplier and LDC service to all customers will begin promptly at the next meter read date following the execution of all agreements.
13. CES/CUC will continue to monitor the deregulated energy marketplace and will start the reverse energy procurement process 4 months prior to TPS contract end date.

**TOWNSHIP OF FREDON
RESOLUTION 2016-56**

WHEREAS, *N.J.S.A. 40A:11-11(5)* authorizes two or more contracting units to establish a Cooperative Pricing System and to enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the Township of Fredon ("Township") is desirous of establishing a Cooperative Pricing System and entering into a Cooperative Pricing Agreement with other contracting units in regard to the Sussex-Warren Area Energy Cooperative;

WHEREAS, the Township of Fredon has agreed to serve as the Lead Agency for a Cooperative Pricing System; and

WHEREAS, the Township of Fredon has duly considered the establishment of a Cooperative Pricing System for the provision and performance of energy aggregation services;

NOW, THEREFORE BE IT RESOLVED that the Township of Fredon hereby authorizes the creation of a Cooperative Pricing System to be known as the Sussex-Warren Area Energy Cooperative with the Township serving as the Lead Agency; and be it

FURTHER RESOLVED that the Township of Fredon is hereby authorized to enter into separate Cooperative Pricing Agreements with the participating contracting units and said Agreement shall be deemed a single Agreement; and be it

FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to the Division of Local Government Services as part of the application for the registration of this Cooperative Pricing System; and be it

FURTHER RESOLVED that the Mayor of the Township of Fredon is hereby authorized to execute and deliver any and all agreements and/or documents on behalf of the Township necessary to affect the Sussex-Warren Area Energy Cooperative and the Cooperative Pricing system authorized hereby in accordance with the Rules of the Board; and be it

FURTHER RESOLVED that this resolution shall take effect immediately upon adoption.

DATED: August 25, 2016

Joanne Charner
Joanne Charner, RMC
Township Clerk

George Green
George Green
Mayor

**SUSSEX-WARREN AREA ENERGY COOPERATIVE
AGREEMENT FOR A COOPERATIVE PRICING SYSTEM**

This Agreement made and entered into this 7th day of September, 2016, by and between the Township of Fredon, with an address of 443 Route 94, Fredon, New Jersey 07860, and hereinafter referred to as “Lead Agency” and the following participants listed below, who desire to participate in the Sussex-Warren Area Energy Cooperative (hereinafter referred to as “Cooperative Pricing System” or the “System”).

PARTICIPANTS

- a) The Township of Fredon with an address of 443 Route 94, Fredon, NJ 07860, and hereinafter referred to as “Lead Agency”; and referred to as “the Township of Fredon”; and
- b) Andover Borough, with an address of 137 Main Street, Andover, NJ 07821, and hereinafter referred to as “Andover.”
- c) The Borough of Stanhope, with an address of 77 Main Street, Stanhope, NJ 07874, and hereinafter referred to as “Stanhope.”
- d) Hardwick Township, with an address of 40 Spring Valley Road, Hardwick, NJ 07825 and hereinafter referred to as “Hardwick”; and
- e) Harmony Township, with an address of 3003 Belvidere Road, Phillipsburg, NJ 08865 and hereinafter referred to as “Harmony”; and
- f) Hope Township, with an address of 407 County Route 611, Hope, NJ 07844, and hereinafter referred to as “Hope”; and
- g) Knowlton Township, with an address of 628 Route 94, Columbia, NJ 07832, and hereinafter referred to as “Knowlton”.

With all above municipalities being hereinafter referred to collectively as “Participants.”

WITNESSETH

WHEREAS, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the Township of Fredon, the Lead Agency, is conducting a voluntary Cooperative Pricing System with other Participants; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all Participants hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all Participants to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively shall include Electric Generation Service and Natural Gas Supply Service.
2. The items and classes of items which may be designated by the Participants hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. the Township of Fredon, the Lead Agency, on behalf of all Participants, shall upon approval of the registration of the System and annually thereafter on the anniversary of the registration of the System, publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the Participant contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.

4. Each of the Participant contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the Participant contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all Participant contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all Participant contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other Participant contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each Participant contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No Participant contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other Participant contracting unit. Each Participant contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the Participant contracting units.

12. No Participant contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.

13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the Participant contracting units is either not beneficial or not workable.

14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.

15. This Agreement shall become effective on _____ subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.

16. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.

17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY


THE TOWNSHIP OF FREDON

BY: Joanne Chamer MUNICIPAL CLERK
(NAME AND TITLE)

FOR THE PARTICIPANT UNITS

ANDOVER BOROUGH

BY:

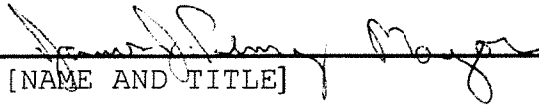


[NAME AND TITLE] John A. Morgan, Mayor

FOR THE PARTICIPANT UNITS

HARDWICK TOWNSHIP

BY:



[NAME AND TITLE]

FOR THE PARTICIPANT UNITS

TOWNSHIP OF HARMONY

BY:



[BRIAN R. TIPTON, MAYOR]

FOR THE PARTICIPANT UNITS

HOPE TOWNSHIP

BY:



[NAME AND TITLE]

George Beatty
Deputy Mayor

FOR THE PARTICIPANT UNITS

TOWNSHIP OF KNOWLTON

BY: Michelle Stump, Mayor Knowlton Twp.
[NAME AND TITLE]

FOR THE PARTICIPANT UNITS

BOROUGH OF STANHOPE

BY: Rosemarie M. ... MAYOR
[NAME AND TITLE]

COOPERATIVE PRICING AGREEMENT RIDER

Pursuant to Paragraph 16 of the Cooperative Pricing Agreement, Town of Phillipsburg hereby requests that it be allowed to participate in the cooperative arrangement described in the above-mentioned Agreement.

The Town of Phillipsburg acknowledges that it has received and reviewed the Agreement in its entirety, and agrees to be bound by its promises, covenants, terms and conditions, as well as by any rules and regulations duly promulgated by the Lead Agency and the members of the Cooperative Pricing System.

The Town of Phillipsburg shall likewise be entitled to all the rights and benefits of a member of the Cooperative Pricing System.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed by their authorized officers on the _____ day of _____, 20_____.

ATTEST: Town of Phillipsburg

CLERK

AUTHORIZED SIGNATORY

Pursuant to Paragraph 16 of the Cooperative Pricing Agreement, the Lead Agency, the Township of Fredon, does hereby accept the Town of Phillipsburg as a member of the Cooperative Pricing System in consideration for the execution of the foregoing Rider and the promises, covenants, terms and conditions, as well as by any rules and regulations, referred to therein.

ATTEST: Township of Fredon

CLERK

AUTHORIZED SIGNATORY

AGREEMENT BY AND BETWEEN
TOWN OF PHILLIPSBURG
AND CONCORD ENERGY SERVICES

THIS AGREEMENT made this _____ day of _____, 2018 ("Effective Date"), which shall be the date on which the last authorized individual executes this Agreement) by and between the Town of Phillipsburg, in the County of Warren, a body politic and corporate of the State of New Jersey, with principal offices located at 120 Filmore Street, Phillipsburg, NJ 08865, and Concord Energy Services ("CES") having its principal place of business at 520 S. Burnt Mill Road, Voorhees, NJ 08043, hereby recites as follows:

WITNESSETH:

WHEREAS, the Township of Fredon, as Lead Agency for Sussex-Warren Area Energy Cooperative ("SWAEC"), has designated Concord Energy Services ("CES") as a provider of energy agent services to be utilized by Cooperative Members in connection with the development and administration of energy procurement processes for a Government Energy Aggregation (GEA) program to be conducted on an on-line basis pursuant to P.L. 2001, c. 30; N.J.S.A. 48:3-50-51 and 48:3-92 et. al.; and executed an agreement on September 7, 2016 (Exhibit A).

WHEREAS, "CES" is willing and able to provide the required services; now, therefore,

WHEREAS, the Town of Phillipsburg has passed an Ordinance to participate in the "SWAEC" and the Town of Phillipsburg and "CES" agree as follows:

1. CONSULTING SERVICES

The Consulting Services (also referred to as the "Services") are to be performed by Concord Energy Services ("CES") and its subcontractor, Commercial Utility Consultants ("CUC"/"Consultants"), as outlined in Addendum A.

2. INDEMNIFICATION

Consultants shall defend, indemnify and hold harmless the Township of Fredon, the Town of Phillipsburg, its officers, agents and employees from and against any and all claims, suits, actions, damages or costs, of any nature whatsoever, including attorney's fees, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Consultant's acts or omissions in connection with this Agreement.

Consultants are acting in a consulting capacity and any opinions, advice, forecasts, or analysis presented by Consultants are based on its professional judgment and do not constitute a guarantee. In no event shall damages to the Town of Phillipsburg exceed the amount of fees paid to it arising out of the services or action(s) taken pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year mentioned on the face page of this agreement.

ATTEST:

Town of Philipsburg

NAME:

NAME:

TITLE: Municipal Clerk

TITLE: Mayor

WITNESS:

**Concord Engineering Group, Inc.
dba Concord Energy Services**

NAME:

TITLE:

R: 2018-127

A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER TO THE BUDGET OF THE TOWN OF PHILLIPSBURG FOR ANTICIPATED REVENUE DERIVED FROM THE DONATIONS NATIONAL NIGHT OUT FUND AS REQUIRED BY THE N.J.S.A. 40A:5-29, ET SEQ.

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

WHEREAS, the Town of Phillipsburg provides for receipt of Donations National Night Out by the municipality to provide for the operating costs to administer this act; and,

WHEREAS, N.J.S.A 40A:4-39 provides the dedicated revenues anticipated from the donations for National Night Out are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement:

NOW, THEREFORE, BE IT RESOLVED, by the Governing body of the Town council of the Town of Phillipsburg, County of Warren, New Jersey as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of donation National Night Out and the Town of Phillipsburg.
2. The Clerk of the Town of the Town Council, County of Warren is hereby Directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

ROLL CALL

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

CERTIFICATION

I, Victoria L. Kleiner, Acting 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 July 17, 2018.

Victoria L. Kleiner, Municipal Clerk

R: 2018-128

A RESOLUTION PROVIDING FOR RENEWAL OF
ENTERTAINMENT LICENSE

WHEREAS, the following Plenary Retail Consumption licensee has filed required application for Entertainment License for period July 1, 2018 through June 30, 2019,

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg that Entertainment License is hereby issued to the following for above stated license term:

2119-33-040-005

Marianna's Pizza Café II, LLC.,

224 Stockton St.

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 July 17, 2018 meeting.

Victoria L. Kleiner, RMC

R: 2018-129

A RESOLUTION APPROVING THE PAYMENT OF THIRD QUARTER
2018 COUNTY TAX AND OPEN SPACE TAX, DUE
AUGUST 15, 2018

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

The payment of County Taxes in the amount of \$1,320,328.24 is
hereby approved,

This payment represents THIRD QUARTER 2018 COUNTY TAX
and THIRD QUARTER 2018 OPEN SPACE TAX due AUGUST 15, 2018:

THIRD QUARTER 2018 TAXES -- \$1,245,686.27

THIRD QUARTER 2018 OPEN SPACE TAX -- \$74,641.97

AMOUNT DUE: \$1,320,328.24

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 July 17, 2018 meeting.

Victoria L. Kleiner, RMC

R: 2018-130

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 July 17, 2018 meeting.

Victoria L. Kleiner, RMC

Schedule-Municipal Liens –July 17, 2018

Property Owner	Block/Lot/Address	Service	Lien
Estate of Alan Sheninger 102 Glen Avenue Phillipsburg, NJ 08865	814/6 102 Glen Avenue	Public Works Call Out – Invoice 2018-26	\$650.00
Mark Duckworth 401 Firth Street Phillipsburg, NJ 08865	1801/23 401 Firth Street	Public Works Call Out – Invoice 2018-27	\$600.00
Joan Carnevale 510 Willow Avenue Scotch Plains, NJ 07076	1510/11 159 Mercer Street	Public Works Call Out –Invoice 2018-28	\$175.00
Alan & Robyn Siska 580 County Road 627 Bloombsbury, NJ 08804	1801/18 411 Firth Street	Public Works Call Out –Invoice 2018-29	\$650.00
LTG Ventures c/o Gary Bender 1675 Morgan Hill Road Easton, PA 18042	2015/4 566 South Main Street	Public Works Call Out – Invoice 2018-30	\$1,350.00
Anthony Diltz 222 Mercer Street Apt 1 Phillipsburg, NJ 08865	914/1 1 Brainerd Street	Public Works Call Out – Invoice 2018-31	\$950.00
Christine Washington 11 John Street Phillipsburg, NJ 08865	1311/13 11 John Street	Public Works Call Out – Invoice 2018-32	\$950.00
Estate of Betsy & Michael Pogorzelski 26 Heckman Street Phillipsburg, NJ 08865	1319/10 26 Heckman Street	Public Works Call Out – Invoice 2018-33	\$200.00
Coddington Homes Co. Inc 3 Pleasant Road High Bridge, NJ 08829	2006/24 Vacant Lot Cherry Lane	Public Works Call Out – Invoice 2018-34	\$450.00
Estate of Richard Bowlby 9 Heckman Street Phillipsburg, NJ 08865	1419/13 9 Heckman Street	Public Works Call Out – Invoice 2018-35	\$1,050.00
Sandra Mae & Monte Lazarus 222 Waterway Ct. Ste 202 Marco Island, Fl 34145	2701/4.08 517 Kaitlyn Court	Public Works Call Out – Invoice 2018-36	\$200.00

R: 2018-131

**A RESOLUTION OF THE TOWN OF PHILLIPSBURG,
COUNTY OF WARREN, STATE OF NEW JERSEY,
REGARDING VACATION AND SICK PAY FOR
SANDRA J. O'LOUGHLIN**

WHEREAS, Sandra O'Loughlin of the Phillipsburg Library has retired effective July 01, 2018; and

WHEREAS, Sandra O'Loughlin has accumulated unused vacation and sick days pursuant to the contract entered into by and between the Town of Phillipsburg and O'Loughlin; and

WHEREAS, Sandra O'Loughlin accumulated a total of 15 vacation days, totaling \$2,886.75 and a total of 90.95 sick days totaling \$17,704.00; and

WHEREAS, the Chief Financial Officer of the Town of Phillipsburg has certified that there are sufficient funds in the municipal budget to pay the amount of compensated vacation and sick days due.

NOW THEREFORE IT BE RESOLVED, by the Council of the Town of Phillipsburg, County of Warren, State of New Jersey and pursuant to N.J.A.C. 5:30-15.4, that payment for compensated vacation days totaling \$2,886.75 and sick days totaling \$17,704.00 to Sandra O'Loughlin is hereby approved.

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 July 17, 2018 meeting.

Victoria L. Kleiner
Municipal Clerk

R: 2018-132

A RESOLUTION APPROVING THE ISSUANCE OF A SPECIAL
PERMIT FOR A SOCIAL AFFAIR TO BERNADINE MAY AMERICAN
LEGION POST 457

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

The said Council has no objection to the issuance of a SPECIAL
PERMIT for SOCIAL AFFAIR applied for by:

Bernadine May American Legion Post 456, 321 Marshall Street,
Phillipsburg, New Jersey, for:

August 18, 2018 from 6:00 P.M. to 4:00 P.M. to 11:00 PM and in
accordance with all local ordinances.

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 July 17, 2018 meeting.

Victoria L. Kleiner, RMC

R: 2018-133

**A RESOLUTION OF THE TOWN OF PHILLIPSBURG COUNTY OF WARREN
AUTHORIZING A CONTRACT BETWEEN THE TOWN OF PHILLIPSBURG
AND THE MUNICIPAL ALLIANCE PROGRAM**

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

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

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

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

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

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

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

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

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

APPROVED: _____
Stephen R. Ellis, Mayor

CERTIFICATION

I, Victoria L. Kleiner, Municipal Clerk of the Town of Phillipsburg, County of Warren, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Town Council on this 17th day of July, 2018.

Victoria L. Kleiner, Municipal Clerk