

TOWN OF PHILLIPSBURG
TOWN COUNCIL MEETING
TUESDAY, MAY 18, 2021 AMENDED AGENDA
via ZOOM
7:00 P.M.

MAY 18, 2021 Town Council Meeting ZOOM LINK

Join Zoom Meeting
<https://us02web.zoom.us/j/82304529414?pwd=bnNuWUZMN1FxUTRzRnREcVdWMGtMZz09>

Meeting ID: 823 0452 9414
Passcode: Pburg
One tap mobile
+13017158592,,82304529414#,,, *108031# US (Washington DC)
+13126266799,,82304529414#,,, *108031# US (Chicago)

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)

\Meeting ID: 823 0452 9414
Passcode: 108031
Find your local number: <https://us02web.zoom.us/j/82304529414?pwd=bnNuWUZMN1FxUTRzRnREcVdWMGtMZz09>

1. CALL TO ORDER

2. OPEN PUBLIC MEETING ACT STATEMENT:

THIS MEETING IS CALLED PURSUANT TO THE PROVISIONS OF THE OPEN PUBLIC MEETINGS LAW. THIS MEETING OF May 18, 2021 WAS INCLUDED IN A NOTICE SENT TO NEWSPAPERS OF RECORD AND POSTED ON THE BULLETIN BOARD IN THE MUNICIPAL BUILDING AND HAS REMAINED CONTINUOUSLY POSTED AS THE REQUIRED NOTICES UNDER THE STATUTE. IN ADDITION, A COPY OF THIS NOTICE HAS BEEN AVAILABLE TO THE PUBLIC AND IS ON FILE IN THE OFFICE OF THE MUNICIPAL CLERK

3. INVOCATION AND FLAG SALUTE

4. ROLL CALL

5. APPROVAL OF MINUTES - NONE

6. **BILLS LIST -**

7. **ANNOUNCEMENTS**

8. **OLD BUSINESS**

9. **MAYOR’S AND ADMINISTRATIVE OFFICERS**

None received at this time.

10. **PUBLIC DISCUSSION ON AGENDA ITEMS**

11. **ORDINANCES – SECOND READING -**

12. **ORDINANCES — FIRST READING** NONE

O-2021-15

TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY ORDINANCE OF
THE TOWN OF PHILLIPSBURG AMENDING ORDINANCE 2021-12 REGARDING 2021
SALARIES FOR UNCLASSIFIED EMPLOYEES

13. PUBLIC HEARING BUDGET

2021 Municipal Budget - Final Adoption

- Open the hearing.
- Discussion/ Council / Public
- Close the hearing.

R: 2021-130 A

A RESOLUTION PROVIDING FOR THE ADOPTION OF THE 2021
MUNICIPAL BUDGET FOR THE TOWN OF PHILLIPSBURG

14. 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: 2021 - 131

RESOLUTION TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY IMPOSING A LIEN ON 85 LEWIS STREET, BLOCK 1402, LOT 33, FOR MUNICIPAL SERVICES

R: 2021-132

A RESOLUTION DESIGNATING HANDICAP PARKING SPACES WITHIN THE TOWN OF PHILLIPSBURG

R: 2021-133

RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES WITH MARK J. ZGODA, AIA FOR ARCHITECTURAL SERVICES

R: 2021-134

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, IN SUPPORT OF THE PROPOSED UNITED STATES BICYCLE ROUTE #1 THROUGH WARREN COUNTY

R: 2021-135

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF COMMUNITY AFFAIRS

R: 2021-136

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY ENDORSING THE NEGOTIATION OF A POWER PURCHASE AGREEMENT BY AND BETWEEN THE TOWN OF PHILLIPSBURG AND PHOEBUS FUND, LLC

R- 2021-137

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING THE RELEASE OF PERFORMANCE BONDS IN CONNECTION WITH BRIDGE POINT 78 (PHASE I)

R: 2021-138

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT BETWEEN BROTHERS BEFORE OTHERS AND THE TOWN OF PHILLIPSBURG

R: 2021-139

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AMENDING RESOLUTIONS 2020-186 AND 2020-246 TO REMOVE CERTAIN LICENSES

R: 2021-140

A RESOLUTION APPROVING 2020-2021 LIQUOR LICENSES WITHIN TOWN OF PHILLIPSBURG WITH A SPECIAL RULING 12:39

R: 2021-141

RESOLUTION AUTHORIZING PAYOUT OF ACCRUED SICK, VACATION AND COMPENSATORY LEAVE FOR CONSTRUCTION OFFICIAL KEVIN DUDDY

R: 2021-142

A RESOLUTION SUPPORTING DISCHARGE OF FIREWORKS AT OLE TOWN FESTIVAL

R: 2021-143

RESOLUTION OF THE TOWN OF PHILLIPSBURG IN SUPPORT OF THE OLE TOWNE FESTIVAL'S REQUEST FOR AN ALCOHOL PERMIT AT THE OLE TOWNE FESTIVAL

15. NEW BUSINESS

Habitability Hearing on 124 Mercer Street – 159 Mercer

Town Owned Property Sale

16. PUBLIC PETITIONS

17. DISCUSSION

18. COUNCIL OPEN TIME

19. MOTIONS

Special Events permit for Bernadine May American Legion Post 457 to have a coin toss at the intersection of South Main and Union Square June 12, 2021.

20. EXECUTIVE SESSION -

R: 2021-

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

21. ADJOURNMENT

Bill List Summary
REGULAR BILL LIST AS OF MAY 18, 2021

		<u>Check No</u>
1	Current Fund	168,022.17
2	State & Federal Grants	3,108.48
4	Capital Fund	41,008.68
7	Sewage Utility Fund	20,029.69
8	Sewage Capital Fund	0.00
12	Planning Board Trust Fund	2,025.70
12	Bridge Development	18,729.50
13	Dog Trust Fund	105.00
15	Public Defender Trust Fund	0.00
16	Section 8	5,838.62
17	General Trust Fund	0.00
17	Commerce Park Redevelopment	0.00
18	Bernards Township RCA	0.00
20	Agency Fund	0.00
21	Revolving Loan Fund	607.50
Total Regular Bill List as MAY 18, 2021		259,475.34

Section 8 Rent Payments for 2021

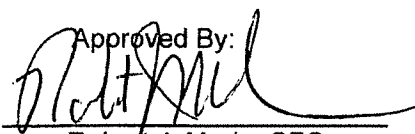
16	Section 8 Program	166,473.00
		166,473.00

Pre-Paid Bill List as of MAY 18, 2021

1	Current Fund	0.00
2	State & Federal Grants	0.00
4	Capital Fund	0.00
7	Sewer Utility Fund	0.00
8	Sewer Utility Capital	0.00
12	Planning Board Trust Fund	0.00
16	Section 8	0.00
17	General Trust Fund	0.00
18	Bernards Township RCA	0.00
20	Agency Fund	152,724.39
21	Revolving Loan Fund	0.00
Total Pre-Paid Bill List for MAY 18, 2021		152,724.39

Grand Total All Funds

578,672.73

Approved By: 
Robert J. Merlo, CFO


Todd Tersigni, Mayor

List of Bills - CLAIMS CHECKING ACCOUNT Meeting Date: 05/18/2021 For bills from 05/05/2021 to 05/18/2021

Check#	Vendor	Description	Payment	Check Total
82207	16 - J C P L	PO 35415 3/26/21-4/28/21 services as per billings	4,577.99	4,577.99
82208	68 - DONALD KOPHAZY JR	PO 35366 Reimbursement for Payment of Baseball Le	850.00	850.00
82209	78 - AQUA NEW JERSEY, INC	PO 35414 3/25/21-4/27/21 service per billing	397.65	397.65
82210	81 - P H BARRON WELDING	PO 35154 Weld repair light pole	375.00	375.00
82211	129 - AMERIGAS CLINTON 7510	PO 35241 Propane for Walters Park garage	217.11	217.11
82212	133 - COOPERFRIEDMAN ELECT.SUPPLY CO INC	PO 35244 Light bulbs for street lamps & S. Main	940.47	
		PO 35263 Bulbs for Armory	56.80	997.27
82213	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 35342 Bridge Point 78- Phase 2 Site Plan- Bloc	16,907.00	16,907.00
82214	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 35343 Perron Riverview	570.00	570.00
82215	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 35344 465 South Main Block 2003 Lot 8	152.50	152.50
82216	345 - N J FIRE EQUIPMENT	PO 35336 Cleaning / Repair of Turnout Gear	1,145.20	1,145.20
82217	365 - STORR TRACTOR COMPANY INC	PO 35355 Repairs for tractor	1,586.11	1,586.11
82218	495 - QUADIENT LEASING USA, INC	PO 35385 Lease Payment May 18 - August 21, 2021	999.00	999.00
82219	499 - NATURAL SYSTEMS UTILITIES	PO 35393 NSU share of Septic per Agreement	14,440.44	14,440.44
82220	521 - IPD	PO 35424 Webinar	100.00	100.00
82221	546 - GRAPHIC ACTION INC	PO 35391 Envelopes	330.00	330.00
82222	590 - STEW'S AUTO BODY INC	PO 35350 Tow garbage truck from Chrin's to Town G	550.00	550.00
82223	606 - FEDEX CUSTOM CRITICAL	PO 35330 Overnight	92.61	92.61
82224	656 - VERIZON WIRELESS	PO 35413 5/1/21-6/1/21 services as per billings	2,236.29	2,236.29
82225	677 - LAVERY, SELVAGGI & ABROMITIS PC	PO 34913 COF Meeting Retainer	900.00	
		PO 35411 Professional Services - April 2021	6,851.42	
		PO 35412 Professional Services Rendered - April 2	2,990.25	
		PO 35412 Professional Services Rendered - April 2	2,437.20	
		PO 35412 Professional Services Rendered - April 2	607.50	
		PO 35412 Professional Services Rendered - April 2	1,626.75	15,413.12
82226	687 - INDUSTRIAL COMMUNICATIONS INC	PO 35318 Repair of Radio Headset on 94-63	195.00	
		PO 35357 Repair mobile radio	225.00	420.00
82227	703 - FIRE LINE EQUIPMENT INC	PO 34819 Replace existing Quartz Lights with LED	6,447.16	
		PO 35315 Repair of Air Leak on 94-74	1,028.04	7,475.20
82228	756 - WM RECYCLE AMERICA LLC	PO 35386 Recycling fees	8,539.72	8,539.72
82229	772 - ULINE INC	PO 35314 Printer supplies ID Badges	133.40	133.40
82230	816 - JOHN MACZKO	PO 35328 2021 Eyecare reimbursement	300.00	300.00
82231	857 - NEW ENTERPRISE STONE & LIME CO, INC	PO 35181 Infield mix for ball fields	7,430.95	7,430.95
82232	863 - SYNCHRONY BANK	PO 35260 April Blanket Purchase Order	256.23	256.23
82233	941 - RUSSELL REID WST HAUL/DISP.SVC INC	PO 35242 Temporary restroom - Walters Park	408.00	408.00
82234	953 - NORTHEAST PARTS GROUP LLC	PO 35258 April Blanket Purchase Order	235.33	235.33
82235	969 - ROBERT FULPER	PO 35384 Zoom Video Communications	15.98	15.98
82236	998 - GRIFFITH-ALLIED TRUCKING LLC	PO 35335 April gasoline usage	400.00	
		PO 35335 April gasoline usage	16,536.59	16,936.59
82237	1053 - TRIUS, INC	PO 35340 Lift frame lower	1,500.00	
		PO 35348 Flow parts	460.00	1,960.00
82238	1072 - DAVID WEBER OIL CO	PO 35364 Transmission oil	756.38	756.38
82239	1100 - ADVANCE LOCAL HOLDINGS CORP	PO 35327 Public Notice 1st reading 0:2021-11	437.90	
		PO 35332 Notice of 1st reading 0-2021-02	161.40	
		PO 35395 Notices for TOP	2,699.10	3,298.40
82240	1107 - TREASURER - STATE OF NJ	PO 35250 Air quality permit amendment	885.00	885.00
82241	1110 - NO NONSENSE NEUTERING	PO 34898 Cert of Funds - Neutering & release svcs	105.00	105.00
82242	1114 - THE SHERWIN WILLIAMS CO	PO 35334 Field marking paint	875.10	875.10
82243	1139 - GOV'T FORMS & SUPPLIES LLC	PO 35329 Ajax Binder - Marriages	145.00	145.00
82244	1152 - PRIMEPOINT, LLC	PO 35337 Payroll processing - October 2020	1,929.00	1,929.00
82245	1161 - LULO ELECTRIC LLC	PO 32591 Cert of Funds - Furnish & install back u	3,108.48	
		PO 32591 Cert of Funds - Furnish & install back u	20,381.52	23,490.00
82246	1188 - KARLS GLASS	PO 35352 Back window for pick up	285.00	285.00
82247	1202 - RRJ AUTOMOTIVE LLC	PO 35189 Repair molding around window of 94-10	124.23	
		PO 35220 Repairs for 94-17 from accident	7,118.23	
		PO 35389 Repairs for 94-17 from accident	546.96	7,789.42
82248	1222 - SKYLINE EQUIPMENT LLC	PO 35390 Repairs to trailer from accident	599.95	599.95
82249	1223 - HOME DEPOT CREDIT SERVICES	PO 35259 April Blanket Purchase Order	433.05	433.05
82250	1237 - WARREN COUNTY TREASURER	PO 35396 5% county share of PILOT Payments	14,427.35	14,427.35
82251	1270 - UNION COUNTY COLLEGE	PO 35160 Remote class	575.00	575.00
82252	1278 - GOVERNMENT FINANCE OFFICERS ASSOCIATION	PO 35264 Membership renewal GFOA	190.00	190.00
82253	1281 - SIGNS & SAFETY DEVICES SALES & SERVICE D	PO 35281 Speed limit signs for Walters Park	193.75	193.75
82254	1397 - NISIVOCCIA LLP	PO 35402 Interim billing on account for auditing,	6,700.00	
		PO 35402 Interim billing on account for auditing,	1,800.00	
		PO 35402 Interim billing on account for auditing,	1,500.00	
		PO 35403 Billing for Preparation of FAST Budget f	1,312.50	
		PO 35403 Billing for Preparation of FAST Budget f	437.50	
		PO 35404 Interim Billing for Preparation of Budge	1,625.00	
		PO 35404 Interim Billing for Preparation of Budge	4,875.00	18,250.00

O-2021-15

**TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY
ORDINANCE OF THE TOWN OF PHILLIPSBURG
AMENDING ORDINANCE 2021-12 REGARDING 2021 SALARIES FOR
UNCLASSIFIED EMPLOYEES**

NOW, THEREFORE, BE IT ORDANIED that Ordinance 2021-12 is hereby amended as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Classification Titles - Hourly</u>	Per Hour Minimum	Per Hour Maximum
Electrical Inspector/Electrical Sub-code	\$ 25.00	\$ 40.00
Building Inspector/Building Sub-Code	\$ 25.00	\$ 40.00
Clean Communities Supervisor (Seasonal)	\$ 12.00	\$ 19.00
Clean Communities Laborer (Seasonal)	\$ 12.00	\$ 17.00
Laborer- Recreation (Seasonal)	\$ 12.00	\$ 17.00
Laborer - DPW (Seasonal)	\$ 12.00	\$ 19.00
Mechanic	\$ 25.00	\$ 35.00

ATTEST:

TOWN OF PHILLIPSBURG

By: _____
Victoria L. Kleiner, RMC

By: _____
Hon. Todd M. Tersigni

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 May 18, 2021 meeting.

Victoria L. Kleiner, RMC
Municipal Clerk

R: 2021-130 A

A RESOLUTION PROVIDING FOR THE ADOPTION OF THE 2021
MUNICIPAL BUDGET FOR THE TOWN OF PHILLIPSBURG

BE IT RESOLVED by the Governing Body of the Town of Phillipsburg, County of Warren and State of New Jersey that the budget herein before set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$10,828,012.30 (Item 2 below) for municipal purposes, and,
- (b) -0- (Item 3 below) for school purposes in Type I School Districts only (NJSA 18A:9-2) to be raised by taxation
- (c) -0- (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (NJSA 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations
- (d) \$142,412.25 (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
- (e) \$248,995.72 (item 5 below) amount to be raised by taxation minimum Library tax

ROLL CALL

Councilmembers	First	Second	Yea	Nay	Abstain	Absent
Councilman Wyant						
Councilman Fulper						
Councilwoman DeGerolamo						
Council Vice Pres. McVey						
Council Pres. Piazza						

SUMMARY OF REVENUES

- 1. General Revenues
 - Surplus Anticipated \$1,770,000.00
 - Miscellaneous Revenues Anticipated 5,203,703.96

	Receipts from Delinquent Taxes	\$ 900,000.00
2.	Amount to be raised by taxation for Municipal Purposes (Item 6(a), Sheet 11)	10,828,012.30
3.	Amount to be raised by taxation for Schools in Type I School Districts only	
4.	Amount to be added to the certificate for amount to be raised by taxation for Schools in Type II Districts only	
5.	Amount to be raised by taxation minimum library levy	\$248,995.72
	TOTAL REVENUES	18,950,771.98

5. GENERAL APPROPRIATIONS

Within "CAPS"

(a&b)	Operations including contingent	13,204,870.00
(e)	Deferred Charges and Statutory Expenditures – Municipal	2,037,977.00
(g)	Cash Deficit	

Excluded from "CAPS"

(a)	Operations-Total Operations Excluded from "CAPS"	1,060,830.00
(c)	Capital Improvements	150,000.00
(d)	Municipal Debt Service	998,550.00
(e)	Deferred Charges – Municipal	40,000.00
(f)	Judgments	
(n)	Transferred to Board of Education for use of Local Schools (NJSA 40:48-17.1 and 17.3)	
(g)	Cash Deficit	
(k)	For Local District School Purposes	
(m)	Reserve for Uncollected Taxes (Include Other Reserves) if any	1,488,484.98

6. School Appropriations – Type I School Districts
Only (NJSA 40A:4-13)

TOTAL APPROPRIATIONS 18,950,711.98

ATTEST:

TOWN OF PHILLIPSBURG

VICTORIA L. KLEINER,
Registered Municipal Clerk

TODD M. TERSIGNI, MAYOR

DATED:

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the 18th. day of May, 2021. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2021 approved budget and all amendments thereof, if any, which have been previously approved by the Director of Local Government Services.

Victoria L. Kleiner, Registered Municipal Clerk

**RESOLUTION TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE
OF NEW JERSEY IMPOSING A LIEN ON 85 LEWIS STREET, BLOCK 1402,
LOT 33, FOR MUNICIPAL SERVICES**

WHEREAS, the Town of Phillipsburg pursuant to an Order of Demolition, demolished the structure located at 85 Lewis Street and identified as Block 1402, Lot 33 on the Tax Maps of the Town of Phillipsburg;

WHEREAS, the cost of said demolition was in the amount of \$47,000.00;

WHEREAS, the CFO certified that those amounts have been paid to the contractor and are now due and owing to the Town;

WHEREAS, pursuant to the laws of the State of New Jersey cost for municipal services set forth above are recoverable by the Town as a lien against the property.

NOW, THEREFORE, BE IT RESOLVED by Town Council of Phillipsburg, County of Warren, State of New Jersey that the amount of \$47,000.00 expended by the Town for the demolition of 85 Lewis Street is hereby certified to and imposed as a first position municipal lien on the property.

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 May 18, 2021 meeting.

Victoria L. Kleiner
Municipal Clerk

R: 2021-132

**A RESOLUTION DESIGNATING HANDICAP PARKING
SPACES WITHIN THE TOWN OF PHILLIPSBURG**

BE IT RESOLVED by the Town Council of the Town of Phillipsburg that the following locations be designated as “Handicapped Parking Space” within the Town of Phillipsburg as permitted under Chapter 414 of the Town Code:

Name of Street	Side	Location
Elm Street	North Side	In front of 483 Elm Street
Front Street	East Side	In front of 11 Front Street
Lyndale Street	South Side	In front 406 Lyndale Street
Schultz Avenue	West Side	In front of 52 Schultz Avenue
Walnut Street	East Side	In front of 567 Walnut Street
Washington Street	West Side	In front of 206 Washington St.

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 May 18, 2021 meeting.

Victoria L. Kleiner, RMC

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR
PROFESSIONAL SERVICES WITH MARK J. ZGODA, AIA FOR
ARCHITECTURAL SERVICES**

WHEREAS, the Town of Phillipsburg has a need to obtain architectural services in connection with the addition and alterations to the Walter Park Rest Rooms within the Town; and

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

WHEREAS, Mark J. Zgoda, AIA submitted a proposal dated May 10, 2021, to provide the aforementioned services; and

WHEREAS, the value of these services will be a flat cost of \$2,590.00 for the architect to provide the following: Schematic Design Phase and Construction Drawing Phase; and

WHEREAS, funding is available as evidenced by the attached Certification of Funds; and

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

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that the Mayor and Municipal Clerk are authorized to enter into a Contract with Mark J. Zgoda, AIA as described therein, subject to the certification of funds, **NOT TO EXCEED** \$2,590.00 without further authorization from the Council.

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

CERTIFICATION

I, Victoria L. Kleiner, Municipal Clerk of the Town of Phillipsburg, County of Warren and State of New Jersey do hereby certify the foregoing to be true and correct copy of a Resolution adopted by Council at a meeting held on May 18, 2021.

Victoria L. Kleiner, Municipal Clerk

R: 2021-134

**A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN,
STATE OF NEW JERSEY, IN SUPPORT OF THE PROPOSED UNITED STATES
BICYCLE ROUTE #1 THROUGH WARREN COUNTY**

WHEREAS, bicycle tourism is a growing industry in North America, contributing \$47 billion dollars a year to the economies of communities that provide facilities for such tourists; and

WHEREAS, Warren County stands to benefit from this opportunity both economically and from the health and environmental related benefits of encouraging bicycle travel in our region;

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) has designated a corridor crossing New Jersey that follows the Delaware River to be developed as United States Bicycle Route #1 (USBR1); and

WHEREAS, the Adventure Cycling Association and the Bike Walk New Jersey, with the cooperation of NJDOT, have proposed a specific route to be designated at USBR1; and

WHEREAS, the proposed route for USBR1 travels through Warren County and can provide benefits to the County and the Town of Phillipsburg; and

WHEREAS, the choice of roads for a US bicycle route is a tradeoff between low traffic, direct routing, access to services, access to points of interest, and scenic roads; and

WHEREAS, starting from the North, the proposed route will enter Warren County from Sussex County on Old Mine Road. Continue on Old Mine Road to the I-80 bicycle/pedestrian bridge and cross over into the state of Pennsylvania. It re-enters Warren County via the Riverton, PA – Belvidere Bridge. It continues on Water Street and then turns right on Greenwich Street (CR-620). Follow CR-620 and turn right on Foul Rift Road and follow to the intersection with River Road / Roxburg Station Road (CR-622). Turn right on River Road (CR-622) and continue

to the intersection with River Road. Turn right on River Road and continue to the intersection with Brainards Road (CR-621). Continue on River Road (CR-621) into the Town of Phillipsburg utilizing North Main Street and South Main Street (NJ-122). The route follows South Main Street, which include CR-678, to the intersection with Carpentersville Road. Turn right on Carpentersville Road, which then turns into River Road and continue to the intersection with Warren Glen – Riegelsville Road (CR-627). Turn left on CR-627, then right to continue on CR-627, to where it leaves Warren County and enters Hunterdon County; and

WHEREAS, USBR1 begins in Bar Harbor Maine and ends in Key West, Florida and is already designated in Maine, New Hampshire, Massachusetts, Virginia, North Carolina and Florida;

WHEREAS, designating USBR1 does not impose any constraints or restrictions on the use of a road, or a right of way or its future status or use for any other purpose is not changed; and

WHEREAS, there is no requirement that roads for US bicycle routes need the guidelines and the AASHO guide for bicycle facilities. It is recognized that local “engineering judgment” will determine when a road is suitable for inclusion in a USBR1 designation; and

WHEREAS, the Warren County Board of Chosen Freeholders has adopted Resolution 2015-19 expressing its approval and support for the development of USBR1 and has requested that the New Jersey Department of Transportation petition AASHTO as soon as possible to have the USBR1 officially designated; and

WHEREAS, a copy of Resolution 2015-19 was transmitted by the Warren County Board of Chosen Freeholders to the Town of Phillipsburg for consideration; and

WHEREAS, the Mayor and Town Council believe that USBR1 should be designated as expressed hereinabove and wishes to formally express its support for the creation of USBR1.

NOW THEREFORE IT BE RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that the Town of Phillipsburg hereby expresses its approval and support for the development of USBR1 and also requests that New Jersey Department of Transportation petition AASHTO as soon as practical to have the USBR1 officially designated.

BE IT FURTHER RESOLVED that a copy of this Resolution be transmitted to Hardwick Township, Town of Belvidere, White Township, Harmony Township, Lopatcong Township, Pohatcong Township, Warren County Board of Chosen Freeholders, the New Jersey Department of Transportation Office of Bicycle and Pedestrian Programs, and Adventure Cycling Association.

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 May 18, 2021 meeting.

Victoria L. Kleiner
Municipal Clerk

R: 2021-135

**A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF
WARREN, STATE OF NEW JERSEY AUTHORIZING THE
SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT
OF COMMUNITY AFFAIRS**

BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that the Phillipsburg Recreation Department is hereby authorized to submit an application to the Department of Community Affairs for the Local Recreational Improvements 2021 for the purpose of creating spaces that are free from danger, where learning is encouraged, that are inclusive, and where play is enhanced.

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 May 18, 2021 meeting.

Victoria L. Kleiner, Municipal Clerk

R: 2021-136

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY ENDORSING THE NEGOTIATION OF A POWER PURCHASE AGREEMENT BY AND BETWEEN THE TOWN OF PHILLIPSBURG AND PHOEBUS FUND, LLC

WHEREAS, on May 23, 2018 “Remote Net Metering” was created by the legislature and made available to public entities in the State of New Jersey; and

WHEREAS, the purpose of the legislation was to enable space-constrained municipalities to obtain energy cost savings through the use of solar energy; and

WHEREAS, the Phoebus Fund, LLC has created a system which combines agrivoltaic technology with Remote Net Metering regulations promulgated by the State of New Jersey and which enables Phoebus Fund, LLC to provide the public entities with significant cost savings; and

WHEREAS, the Town Council is desirous of exploring cost savings through the Remote Net Metering program and in partnership with Phoebus Fund, LLC, if possible; and

WHEREAS, the Town Council desires to endorse the negotiation of a Power Purchase Agreement with Phoebus Fund, LLC.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that the Town Council does hereby endorse and support the negotiation of a Power Purchase Agreement by and between Phoebus Fund, LLC and the Mayor of the Town of Phillipsburg through the Department of Administration in order to explore possible energy cost savings on behalf of the residents of Phillipsburg.

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 May 18, 2021 meeting.

Victoria L. Kleiner, Municipal Clerk

R- 2021-137

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG,
COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING THE RELEASE
OF PERFORMANCE BONDS IN CONNECTION WITH BRIDGE POINT 78 (PHASE I)**

WHEREAS, the Town Engineer had advised that all required site work, within the Town of Phillipsburg, associated with the Phase I portion of Bridge Point 78, including Buildings 3, 5 and 6 along with the stormwater basins and Rand Boulevard, has been satisfactorily completed.

WHEREAS, the Town Engineer has recommended that below Performance Bonds be released:

Site	Performance Bond #0736277
	Restoration Bond #0736278
Building #3	Performance Bond #0753470
	Restoration Bond #0753471
Building #5	Performance Bond #0753472
	Restoration Bond #0753473
Building #6	Performance Bond #0753474
	Restoration Bond #0753475

NOW, THEREFORE, BE IT RESOLVED by Town Council of Phillipsburg, County of Warren, State of New Jersey that Performance Bond IS000167376U shall and hereby is released.

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 May 18 , 2021 meeting.

Victoria L. Kleiner
Municipal Clerk

R: 2021-138

**RESOLUTION AUTHORIZING EXECUTION OF
LEASE AGREEMENT BETWEEN
BROTHERS BEFORE OTHERS AND THE TOWN OF PHILLIPSBURG**

WHEREAS, the Brothers Before Others has requested the use of the certain parking spaces on a municipal parking lot owned by the Town; and

WHEREAS, the Town has prepared a Lease Agreement for the use of said spaces in the form attached hereto; and

WHEREAS, the Town is desirous of leasing the use of said spaces to Brothers Before Others for purposes set forth above.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg, Warren County, New Jersey, that the Mayor and Clerk are hereby authorized to enter into the Lease Agreement with Brothers Before Others, Inc. in the form attached hereto.

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 May 18, 2021 meeting.

Victoria L. Kleiner
Municipal Clerk

Brothers Before Others Inc.

P.O. Box 236
Brodheads ville, PA 18322
Michael J. Burke, President



Contact: Rob O'Donnell
Director of Media & Business Relations
Email: rob@brothersbeforeothers.org
Website: brothersbeforeothers.org

April 22, 2021

MAYOR TODD M. TERSIGNI

As per your conversation with Lt James McDonald we are pleased to learn that you are willing to lease the first four (4) spots in the public lot adjacent to our National Headquarters at 30 North Main Street for \$1 per year for the term of our lease with the landlord. In return we, Brothers Before Others agree to a beautification project removing all overgrown weeds, shrubs and invasive ivy and replace with low maintenance shrubs and flowers. We will also be responsible for all maintenance for the entire greenery related to the lot. We would like to have this take effect May 15th if possible.

If you have any questions please feel free to contact us.

Sincerely,
Michael J Burke
President /Founder
Brothers Before Others
Burke@brothersbeforeothers.org

LEASE AGREEMENT

THIS LEASE, made as of this ____ day of May, 2021, by and between Brothers Before Others, Inc., a 501(c)(3) corporation having an address of P.O. Box 236, Brodheadsville, Pennsylvania, 18322, hereinafter referred to as “Tenant,” and the Town of Phillipsburg, a municipal corporation of the State of New Jersey, having an address of 120 Filmore Street Phillipsburg, New Jersey 08886, hereinafter referred to as “Landlord”.

WITNESSETH

WHEREAS, the Landlord is the owner of certain real property located in the Town of Phillipsburg, County of Warren, State of New Jersey, which property is a municipal parking lot and which is adjacent to the 30 North Main Street, and which property is herein described as “the Premises”; and

WHEREAS, the Tenant desires to lease four parking spaces located on the Premises (as identified in the attached Schedule A) from Landlord, and Landlord is desirous of renting four parking spaces located on the Premises (as identified in the attached Schedule A) to Tenant for the sum of ONE DOLLAR (\$1) and for certain beautification activities as set forth in correspondence dated April 22, 2021 and attached hereto.

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained, the parties hereto obligate themselves as follows:

1. Leased Premises

Landlord hereby leases, rents, demises and lets to the Tenant, and the Tenant hereby takes possession of from the Landlord, four parking spaces located on the Premises (as identified in the attached Schedule A).

2. **Term of Lease**

The term of this Lease shall be for one (1) year, beginning with the Commencement Date of the Lease hereinafter defined, and ending on the last day of the 12th month following the date of commencement. It shall be renewable on the same terms and conditions upon sixty (60) days' notice and only upon the mutual agreement of the parties.

3. **Initial Rent and Rent for any Subsequent Options**

The annual rent shall be \$1.00, payable on the first day of the term in advance. The first month's rental shall be paid upon the signing of the Lease.

4. **Commencement Date**

This Lease shall commence on _____.

5. **Use of Premises**

The Tenant shall not use the leased Premises for any other purpose other than for the parking of up to four vehicles, non-commercial in nature.

6. **Right to Assign and Sublet**

The Tenant shall not assign this Lease nor sublet any portion of the Premises to any other person or business organization without the prior written consent of the Landlord.

7. **Compliance with Laws**

Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the use and occupancy of the leased Premises.

8. **Damages**

In the event there is any damage to the premises, the Tenant shall give immediate notice to Landlord. If the damages shall be caused by Tenant, Tenant's guests, or invitees, the

damages shall be, as soon as practicable, repaired by Tenant, and Tenant shall be entitled upon completion of repairs or coincidental therewith to any insurance proceeds that may be collectible. In the event damages occurred by some other source, including fire, the elements, or other casualty, the Landlord's obligation to repair shall be to the extent as paid by any insurance coverage. Tenant shall have the right to make said repairs in lieu of the Landlord making the repairs. To the extent Tenant makes such repairs, the Tenant shall be entitled to a portion of the insurance proceeds equal to the reimbursement for the cost of said repairs. All repairs shall be made in a good, workmanlike manner and shall be consistent with the material and character of the building.

If by reason of such damages, the leased Premises shall be rendered untenable only in part, the same shall be repaired by Landlord or Tenant in accordance with the terms and conditions of this Lease, and the rent, meanwhile, shall be abated proportionately as to the portions of the Premises rendered untenable. If the Premises shall be rendered wholly untenable by reason of such occurrence, the rent shall abate until the leased Premises is restored and rendered tenable. Notwithstanding said language, in the event that the Premises is rendered wholly untenable as a result of such damages, not caused by Landlord, the Landlord or Tenant may, at its election, terminate this Lease and the tenancy hereby created by giving to the other party within sixty (60) days following the date of such occurrence, written notice of its election to do so, and, in the event of such termination, rent shall be adjusted as of the date of the occurrence. As to whether the Premises or any portion thereof can be occupied, shall be determined by a local authority or authorities having jurisdiction over that issue. Tenant shall have no right to an abatement in rent or termination of Lease if the damages are caused by Tenant or Tenant's employees or invitees.

9. Insurance and Indemnification

(a) The Tenant shall keep the leased Premises insured, and shall name the Landlord as an additional insured, throughout the term of this Lease against the following:

(1) Claims for personal injuries or property damage, naming the Landlord as an additional insured, under a policy of general public liability insurance and/or workers' compensation, with limits of not less than \$500,000/\$1,000,000 with respect to bodily injury, and \$250,000 in property damage.

(b) All insurance provided for in this Lease shall be effected under enforceable policies issued by insurers of recognized responsibility licensed to do business in this State. The Tenant within fifteen (15) days of obtaining any policies as provided for herein will deliver to Landlord copies of such policies. Within fifteen (15) days after the premium on any policy shall become due and payable, the Tenant shall furnish the Landlord with satisfactory evidence of its payment.

10. Repairs and Maintenance

Tenant shall take good care of the leased Premises and shall do any act which shall cause harm or damage to same.

11. Surrender of Premises

At the expiration of the tenancy hereby created, Tenant shall surrender the leased Premises in the same condition as the leased Premises were in upon the commencement of this lease, reasonable wear and tear and damages by the elements excepted.

12. Remedies Upon Default

(a) In the event of any failure of Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms,

conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given by Landlord to Tenant, or with respect to those items not curable within thirty (30) days, failure of Tenant to commence curing and to diligently proceed to completion, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or suffers this Lease to be taken under any writ of execution, then Landlord, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it shall make every reasonable effort to re-let the leased Premises, and may make such alterations and repairs as may be necessary in order to re-let the leased Premises. Such re-letting of said leased Premises or any part thereof shall be for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable given the then existing rental market conditions. Upon such re-letting, all rentals received by Landlord from such re-letting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to

the payment of any reasonable costs and expenses for such re-letting, including brokerage fees and attorneys' fees; third, to the payment of rent or taxes due and unpaid hereunder, and the residue, if any, shall be held by the Landlord and applied in payment of future rent and taxes as the same may become due and payable hereunder. If such rentals received from such re-letting during any month be less than that to be paid during that month by Tenant hereunder, including taxes, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. The Landlord shall be required to use its reasonable efforts to re-let the leased Premises. No such re-entry or taking possession of said leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant, or unless the termination thereof be decreed by a court of competent jurisdiction.

(b) Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(c) Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the leased Premises and reasonable attorneys' fees. In case suit shall be brought for recovery of possession of the leased Premises, for the recovery of rent or for any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all reasonable expenses incurred therefor, including reasonable attorneys' fees.

13. Non-Waiver by Landlord and Tenant

(a) The waiver by Landlord or Tenant of any breach of any term, covenant or

condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver be in writing signed by Landlord or Tenant.

(b) The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

(c) No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

14. Signage

During the term of this Lease the Tenant shall be permitted to erect signage indicating that the four parking spaces are reserved for the use of Tenant or Tenant's customers.

15. Entire Contract

This Lease and the exhibits and riders, if any, attached hereto and forming a part hereof set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the leased Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written concerning this Lease between them other than are herein set forth. Except as herein otherwise provided, no subsequent

alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

16. Laws Governing

This Lease shall be governed and interpreted by the laws of the State of New Jersey.

17. Restriction of Use

Tenant shall not commit or suffer to be committed any nuisance or any waste upon the leased Premises. The Tenant shall not occupy or use the leased Premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra-hazardous, on account of fire or other casualty.

18. Quiet Enjoyment

Landlord covenants and agrees with Tenant that upon the Tenant paying said rent, and performing all of the covenants and conditions aforesaid on Tenant's part to be observed and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the leased Premises hereby demised for the term aforesaid without hindrance or molestation by Landlord.

19. References to Parties

In all references herein to any parties, person, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

20. Validity/Severability

The terms, conditions, covenants and the provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or

unenforceable by a court of competent jurisdiction, or by operation of any applicable laws, it shall not affect the validity of any other cause or provision herein, but such other clauses or provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

WITNESS

Town of Phillipsburg,
Landlord

Brothers Before Others, Inc., Tenant

R: 2021-139

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AMENDING RESOLUTIONS 2020-186 AND 2020-246 TO REMOVE CERTAIN LICENSES

WHEREAS, Resolutions 2020-186 and 2020-246 granted renewals of terms for liquor license holders in the Town; and

WHEREAS, Resolution 2020-186 should not have authorized the renewal of SMB/Bitter End; and

WHEREAS, Resolution 2020-246 should not have authorized the renewal of Union Square Hotel; and

WHEREAS, the Town Council is desires to amend the foregoing resolutions in order to rescind the renewal authorizations provided therein to the aforementioned entities.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that the Town Council does hereby amend Resolution 2020-186 in order to remove SMB/Bitter End from the list of approved renewals and also does hereby amend Resolution 2020-246 in order to remove Union Square Hotel from the list of approved renewals.

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 May 18, 2021 meeting.

Victoria L. Kleiner, Municipal Clerk

R: 2021-140

A RESOLUTION APPROVING 2020-2021 LIQUOR LICENSES
WITHIN TOWN OF PHILLIPSBURG WITH A SPECIAL RULING 12:39

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

WHEREAS, application for renewal of licenses in accordance with the provisions of law has been received and no remonstrance's, protests or complaints having been filed by any person with the Council on below listed licensees, and the said Council having investigated the applicant and premises, and

WHEREAS, the 12:39 ruling has been met for the 2020-2021 license year, and

WHEREAS, Tax Clearance Certificates for below listed establishments have been received from Division of Taxation,

NOW, THEREFORE, BE IT RESOLVED that the following license be renewed: (Attached hereto and made a part hereof);

PLENARY RETAIL CONSUMPTION EFFECTIVE: July 1, 2020 FEE: \$1400.00

2119-33-013-005

SMB/T/A Bitter End

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 May 18, 2021 meeting.

Victoria L. Kleiner, RMC

R: 2021-141
RESOLUTION AUTHORIZING PAYOUT OF ACCRUED SICK, VACATION
AND COMPENSATORY LEAVE FOR CONSTRUCTION OFFICIAL KEVIN
DUDDY

WHEREAS, Construction Official Kevin Duddy, retired from the Town of Phillipsburg, effective April 30, 2021; and

WHEREAS, Kevin Duddy has been a member of the Town of Phillipsburg Construction Department for over thirty (30) years serving the citizens of the Town of Phillipsburg admirably; and

WHEREAS, Kevin Duddy is entitled to certain accrued sick, vacation and compensatory time for which pursuant to Contract he is entitled to reimbursement; and

WHEREAS, the Town and Kevin Duddy have agreed to compensate Kevin Duddy for this accumulated sick, vacation and compensatory time as follows: See Attached Sheet and;

NOW, THEREFORE, BE IT RESOLVED by the Town Council, the Town of Phillipsburg, County of Warren, State of New Jersey, that the payment of accumulated sick, vacation and compensatory time as detailed above is hereby authorized and directed to be paid to Kevin Duddy in the manner detailed above.

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 May 18, 2021 meeting.

Victoria L. Kleiner
Municipal Clerk

Kevin Duddy

91,625.00	25	3,750.00		95,375.00	3,668.27	45.8534	68.7800
2,588.00		0.00		2,588.00	99.54	1.2442	1.8663
2,588.00		0.00		2,588.00	99.54	1.2442	1.8663
18,636.00		0.00		18,636.00	716.77	8.9596	13.4394
115,437.00		3,750.00		119,187.00	4,584.12	57.3014	85.9522

Duddy, Kevin

<u>biweekly</u>	<u>daily pay</u>	<u>Total # of sick Days</u>	<u>sick days @ 55%</u>	<u>Total</u>	<u>additional</u>	<u>Total payment</u>		
4,584.12	458.412	95.750	52.6625	24,141.12	200.00	24,341.12		
<u>biweekly</u>	<u>daily pay</u>		<u>vacation days @ 8 hrs</u>					
4,584.12	458.412		26.00	11,918.71	0.00	11,918.71		
<u>biweekly</u>	<u>Hourly Rate</u>		<u>Comp Time</u>					
4,584.12	57.3015		0.00	0.00	0.00	0.00		

36,259.83		

R: 2021-142

A RESOLUTION SUPPORTING DISCHARGE OF FIREWORKS
AT OLE TOWN FESTIVAL

WHEREAS, the Town of Phillipsburg will conduct its annual Ole Town Festival at Walters Park on June 19, 2021; and

WHEREAS, the Town wishes to have a fireworks display to be provided by Garden State Fireworks on Sunday, June 19, 2021; and

WHEREAS, Garden State Fireworks would provide a Certificate of Insurance prior to the event;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg that they hereby support the discharge of fireworks at Ole Town Festival on Saturday, June 19, 2021.

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 May 18, 2021 meeting.

Victoria L. Kleiner, RMC

R: 2021-143

**RESOLUTION OF THE TOWN OF PHILLIPSBURG IN SUPPORT OF THE OLE
TOWNE FESTIVAL'S REQUEST FOR AN ALCOHOL PERMIT AT THE OLE
TOWNE FESTIVAL**

WHEREAS, the Ole Towne Festival is a marquee event in the Town of Phillipsburg which brings together the residents of the Town in celebration of the rich and storied history of Phillipsburg; and

WHEREAS, the organizers of the Ole Towne Festival are interested in providing wine and beer at the Festival in a responsible and safe manner; and

WHEREAS, the proposed vendors of the wine and beer would be Town businesses; and

WHEREAS, in order to be approved to provide wine and beer at the Festival, an application must first be made to State of New Jersey, Division of Alcoholic Beverage Control; and

WHEREAS, any such approval by the State is also conditioned upon approval by the Governing Body; and

WHEREAS, the Town Council desires to express its support to the Festival for the provision of wine and beer, provided same is done in a manner and location approved by the appropriate authorities.

NOW THEREFORE BE IT RESOLVED by the Town Council of Phillipsburg that the Council does hereby endorse the application by the organizers of the Ole Towne Festival for a special events permit to serve wine and beer at the Festival.

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 May 18, 2021 meeting.

Victoria L. Kleiner, RMC

NEW BUSINESS

Adjacent Property Holders	Block	Lot	Street Address
Act Property LLC	910	2	11 Randall Street
Begum, Tasim Ara	908	9	51 Front Street
Buonviaggio, Olga and Carlo, Mildred	910	2	11 Randall Street
Buonviaggio, Carlo	910	2	11 Randall Street
Franco, Jose & Gloria	305	14	94 Morris Street
GEM Group LLC	1311	2	Mary Street
Gianforcaro, Esq., Gregory G.	1115	18	Lincoln Street (\$2,711.00)
Hanna, Hany	909	35	17 Hudson Street
Kays, Philip F.	305	14	94 Morris Street (\$2,000)
Kraus, Karl S.	908	9	51 Front Street
Levitysky, Dimitry	1805	12	Center Street Rear
MA Systems LLC	908	9	51 Front Street
Mannin, Brian A.	1508	14	27 Fox Street
Manor House Homes, LLC	2701	7	955 Green Street (\$20,000 & \$7,500.00)
Mohammad Ali Hakimzadeh Hosseini	1805	12	Center Street Rear
Mulshine, Peter S.	908	35	17 Hudson Street
3 J & R Associates, LLC	2701	7	955 Green Street
Rosado, Juan Marcos	305	14	94 Morris Street
Salvado, Jaxmin & Lopez, Jesus	1311	2	Mary Street
Schoeneck, John R. & Enoch/Co-Trust	1805	12	Center Street Rear (\$201.00)
Small, Richard T. Jr.	1115	18	Lincoln Street
Smickle, Estate of Walter, Jr.	909	35	17 Hudson Street
310 South Main Street Assoc, LLC	2002	16	140 Sitgreaves Street
System Dependent, LLC	909	35	17 Hudson Street (\$2,000.00)
Takasch, Richard & Colleen	2002	16	140 Sitgreaves Street
Tomei, Raymond & Marisol	908	9	51 Front Street
Treich, Kevin & Maureen	1508	14	27 Fox Street