

**TOWN OF PHILLIPSBURG**

**COUNCIL MEETING AGENDA**

**September 10, 2025 — 6:00 P.M.**

**1. CALL TO ORDER**

**2. OPEN PUBLIC MEETING ACT STATEMENT**

This meeting is called pursuant to the provisions of the Open Public Meetings Law. This meeting of September 10, 2025 was included in a list of meeting notices sent to newspapers of record and posted on the bulletin board in the Municipal Building and has remained continuously posted as the required notice 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. PLEDGE OF ALLEGIANCE**

**4. INVOCATION**

**5. ROLL CALL**

**6. APPROVAL OF MINUTES – August 27, 2025 Regular Meeting Minutes**

**7. BILLS LIST**

**8. MAYOR'S REPORT**

**9. PUBLIC DISCUSSION ON AGENDA ITEMS**

**10. ORDINANCES – 2<sup>ND</sup> reading and public hearing.**

**O2025-13A AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AMENDING CHAPTER 625-5 ZONING MAP AND ZONE DESIGNATION FOR BLOCK 1411 LOTS 32, 33 AND 34**

**11. ORDINANCES – 1<sup>ST</sup> reading**

**O2025-17 BOND ORDINANCE AMENDING BOND ORDINANCE NUMBER 2019-07 HERETOFORE FINALLY ADOPTED MAY 7, 2019, AS AMENDED BY ORDINANCE NUMBER 2021-05 HERETOFORE FINALLY ADOPTED FEBRUARY 16, 2021, IN ORDER TO REVISE THE DESCRIPTION OF THE IMPROVEMENTS SET FORTH THEREIN**

**\*\* 2nd Reading and public hearing will occur at 6:00 p.m. on Wednesday, September 24, 2025 at which time any interested persons may speak for or against the ordinance \*\***

**12. RESOLUTIONS \*\* CONSENT AGENDA \*\***

*Matters listed on the Consent Agenda Resolutions 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.*

**R2025-169 A RESOLUTION OF THE TOWN OF PHILLIPSBURG CERTIFYING THE EXISTENCE OF EMERGENT CONDITIONS PURSUANT TO THE WATER INFRASTRUCTURE PROTECTION ACT, N.J.S.A 58:30-1 et seq. (WIPA)**

**R2025-170 RESOLUTION REAPPOINTING ACTING MUNICIPAL CLERK PURSUANT TO N.J.S.A. 40A:9-133**

**R2025-171 AUTHORIZING THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL**

PURCHASE OF VEHICLES FROM COCCIA FORD OF FLEMINGTON IN AN AMOUNT NOT TO EXCEED \$131,858.00

**R2025-172** RESOLUTION AWARDING A CONTRACT TO Dan Swayze & Son, Inc THROUGH THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL CO-OP FOR ROAD STRIPING

**R2025-173** RESOLUTION DESIGNATING HANDICAP PARKING SPACES WITHIN THE TOWN OF PHILLIPSBURG

**R2025-174** RESOLUTION SUPPORTING THE STATE HOUSE COMMISSION PRE-APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR DISPOSAL OF PREVIOUSLY DISPOSED OF LANDS NOW KNOWN AS BLOCK 2425 LOTS 1-10

**R2025-175** RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN AND STATE OF NEW JERSEY, DIRECTING THE TOWN OF PHILLIPSBURG COMBINED PLANNING BOARD TO UNDERTAKE A PRELIMINARY INVESTIGATION TO DETERMINE WHETHER THE PROPOSED STUDY AREA, BLOCK 506 LOT 1 (675 CORLISS AVENUE) QUALIFIES AS AN AREA IN NEED OF NON-CONDEMNATION REDEVELOPMENT PURSUANT TO N.J.S.A. 40A:12A ET SEQ.

**R2025-176** RESOLUTION AUTHORIZING THE RELEASE OF PERFORMANCE BOND FOR SOUTH STATE, INC.

**R2025-177** RESOLUTION REJECTING ALL BIDS FOR THE SOUTH MAIN MID-BLOCK CROSSWALK IMPROVEMENTS

**R2025-178** RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES WITH VAN CLEEF ENGINEERING ASSOCIATES, LLC FOR ENGINEERING SERVICES FOR HUDSON STREET PHASE 4 IMPROVEMENTS

**R2025-179** RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES WITH RT ENVIRONMENTAL SERVICES, INC. FOR SITE INVESTIGATION ACTIVITIES FOR 441 HECKMAN STREET (DPW COMPLEX)

**R2025-180** RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES WITH RT ENVIRONMENTAL SERVICES, INC. FOR SITE INVESTIGATION ACTIVITIES FOR BRAINARD STREET PARK

**R2025-181** RESOLUTION AUTHORIZING REFUND OF PROPERTY TAX OVERPAYMENTS DUE TO OVERBILLING

**R2025-182** RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING REFUND OF TAX SALE DEPOSITS

**R2025-183** AUTHORIZING THE NJ STATE CONTRACT PURCHASE OF EMERGENCY LIGHTING AND EQUIPMENT INSTALLATION FOR FIRE VEHICLES FROM EAST COAST LIGHTING IN AN AMOUNT NOT TO EXCEED \$23,154.10

**R2025-184** AUTHORIZING THE NJ STATE CONTRACT PURCHASE OF EMERGENCY LIGHTING AND EQUIPMENT INSTALLATION FOR POLICE VEHICLES FROM ELITE VEHICLE SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$19,395.40

13. NEW BUSINESS
14. OLD BUSINESS
15. MOTIONS
16. PUBLIC PETITIONS
17. COUNCIL OPEN TIME
18. EXECUTIVE SESSION (IF REQUIRED)
19. ADJOURNMENT

**Bill List Summary**  
**REGULAR BILL LIST AS OF September 10, 2025**

		<u>Check No</u>
1 Current Fund	2,394,421.40	_____
2 State & Federal Grants	88.51	_____
4 Capital Fund	40,815.47	_____
7 Sewage Utility Fund	474,011.34	_____
8 Sewage Capital Fund	0.00	_____
12 Planning Board Trust Fund	0.00	_____
13 Dog Trust Fund	0.00	_____
16 Section 8	0.00	_____
17 General Trust Fund	952.76	_____
20 Agency Fund	821.03	_____
21 Revolving Loan Fund	0.00	_____
22 Affordable Housing Trust	0.00	_____
23 Open Space Trust Fund	0.00	_____
25 UEZ	0.00	_____
26 Bridge Development	0.00	_____
<b>Total Regular Bill September 10, 2025</b>	<b>2,911,110.51</b>	


**Pre-Paid Bill List as of September 10, 2025**

1 Current Fund	0.00
2 State & Federal Grants	20,000.00
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
20 Agency Fund	1,537.98
21 Revolving Loan Fund	0.00
25 UEZ	2,100.00
	<b>23,637.98</b>

Grand Total All Funds

**2,934,748.49**

Approved By:

  
 Robert J. Merlo, CFO



Craig Brotons, Business Administrator

**List of Bills - CLAIMS CHECKING ACCOUNT**  
 Meeting Date: 09/10/2025 For bills from 08/28/2025 to 09/09/2025

Check#	Vendor	Description	Payment	Check Total
3232	3 - VERIZON	PO 46664 8/10/25-9/9/25 service as per billings	637.13	637.13
3233	29 - WILSON PRODUCTS	PO 46350 Blanket Purchase Order - Co2 for pool	275.61	275.61
3234	37 - SANDER PUMP SALES INC	PO 46511 Blanket Purchase Order - Parts	335.26	335.26
3235	52 - STAR DOLLAR CLEANERS INC	PO 46487 BLANKET FOR UNIFORM CLEANING	995.00	995.00
3236	57 - VERIZON PA	PO 46663 8/19/25-9/18/25 services as per billing	14.00	14.00
3237	81 - P H BARRON WELDING	PO 46681 Blanket Purchase Order - Welding	705.00	705.00
3238	88 - DELTA DENTAL OF NJ INC	PO 46683 September Payment - Group #03947-00001	83.11	
		PO 46683 September Payment - Group #03947-00001	200.00	
		PO 46683 September Payment - Group #03947-00001	232.28	
		PO 46683 September Payment - Group #03947-00001	4,303.03	4,818.42
3239	88 - DELTA DENTAL OF NJ INC	PO 46685 September Dental Payment - Group #03947-	621.03	
		PO 46685 September Dental Payment - Group #03947-	2,161.67	
		PO 46685 September Dental Payment - Group #03947-	5.40	
		PO 46685 September Dental Payment - Group #03947-	100.33	2,888.43
3240	130 - CINTAS FAS LOCKBOX 636525	PO 46503 Blanket Purchase Order - Service agreeme	365.49	365.49
3241	180 - MORRIS CTY PUBLIC SAFETY TRAINING	PO 46577 Morris County Police Academy	3,000.00	3,000.00
3242	188 - MGL FORMS SYSTEMS LLC	PO 46028 Tax Payment Stickers	139.00	139.00
3243	251 - BITTONE EQUIPMENT SVCS LLC	PO 46554 Blanket Purchase Order - Parts	149.56	149.56
3244	288 - H.T. LYONS, INC	PO 46266 Repairs for A/C unit at Fire Central	2,577.28	2,577.28
3245	316 - 1000 BULBS.COM	PO 46613 Blanket Purchae Order - Light bulbs	149.34	149.34
3246	332 - PUMPING SERVICES INC	PO 46528 Pump Rental - Mercer St Manhole	4,205.12	4,205.12
3247	373 - VASSO WASTE SYSTEMS, INC	PO 45440 Blanket purchase order - Parts	159.79	
		PO 46659 Blanket Purchase Order - Parts	2,444.36	2,604.15
3248	402 - GARY RICKER	PO 46655 Reimbursement for Purchase of Shirts for	220.00	220.00
3249	452 - BOARD OF EDUCATION	PO 46680 2025 - 2026 School Tax Levy	2,248,664.84	2,248,664.84
3250	499 - NATURAL SYSTEMS UTILITIES	PO 46676 2025 Services	233,228.40	233,228.40
3251	499 - NATURAL SYSTEMS UTILITIES	PO 46677 2025 Services	233,228.40	233,228.40
3252	519 - NJ TRANSIT CORPORATION	PO 46645 Lease Payment - ( Customer # PHILL012)	365.51	365.51
3253	590 - STEW'S AUTO BODY INC	PO 46591 Blanket Purchase Order - Towing	500.00	500.00
3254	604 - BIG PIXEL STUDIO	PO 46679 Website Services	30.00	30.00
3255	677 - LAVERY, SELVAGGI & COHEN, PC	PO 45223 COF - Meeting Retainer	1,000.00	1,000.00
3256	683 - WINDELS MARK LANE & MITTENDORF LLP	PO 46642 Services rendered for 2025 July	122.50	122.50
3257	687 - INDUSTRIAL COMMUNICATIONS INC	PO 46541 Radio Antenna Amplifier	300.00	300.00
3258	807 - THE TERMINIXINTERNATIONAL CO LP	PO 45829 Blanket Purchase Order - Pest Control	162.55	162.55
3259	908 - SARTINI PLUMBING,HEAT,COOL LLC	PO 46622 Blanket Purchase Order - Repairs	2,999.00	2,999.00
3260	941 - RUSSELL REID WST HAUL/DISP.SVC INC	PO 46076 Temporary restrooms - Ballfield	898.23	898.23
3261	953 - NORTHEAST PARTS GROUP LLC	PO 46558 Blanket Purchae Order - Parts	575.37	575.37
3262	998 - GRIFFITH-ALLIED TRUCKING LLC	PO 46078 Gasoline usage	658.92	
		PO 46078 Gasoline usage	8,331.45	8,990.37
3263	1041 - POLLUTION CONTROL FINANCING AUTH	PO 46077 Disposal Fees	18,771.69	18,771.69
3264	1146 - H & K GROUP, INC	PO 46524 Stone for sewer repair	1,859.62	1,859.62
3265	1173 - CONSTELLATION NEWENERGY-GAS DIVISIO	PO 46658 7/14/25-8/12/25 services as per billing	72.45	72.45
3266	1202 - RRJ AUTOMOTIVE LLC	PO 46539 Paint for SRO Vehicles	6,080.00	6,080.00
3267	1223 - HOME DEPOT CREDIT SERVICES	PO 46388 Blanket Purchase Order - Parts	44.87	
		PO 46388 Blanket Purchase Order - Parts	392.23	437.10
3268	1268 - ALL STATE TECHNOLOGY INC	PO 45471 Filter elements for pool	6,527.50	6,527.50
3269	1273 - CENTRAL JERSEY COLLISION CORP	PO 46584 Repairs for fire engine 6 from accident	20,622.63	20,622.63
3270	1281 - SIGNS & SAFETY DEVICES SALES & SERVICE D	PO 45962 Blanket Purchase Order - Signs	378.00	378.00
3271	1286 - BAY ONE TRUCK & EQUIPMENT REPAIR LLC	PO 46656 Blanket Purchase Order - Repairs	1,225.43	1,225.43
3272	1287 - FRANK RYMON & SONS INC	PO 46559 Blanket Purchase Order - Parts	1,532.98	1,532.98
3273	1311 - AMAZON CAPITAL SERVICES	PO 46636 Supplies	50.40	50.40
3274	1311 - AMAZON CAPITAL SERVICES	PO 46641 Office Supplies for Finance	10.28	10.28
3275	1311 - AMAZON CAPITAL SERVICES	PO 46647 Purchase of Stainless Steel Hangers	16.89	16.89
3276	1313 - RYAN AMATO	PO 46278 Power Wash, Caulk and Coat Exterior Wall	2,176.00	
		PO 46637 Additional Work at Station 94-4	1,350.00	3,526.00
3277	1342 - ELITE EMEREGENCY LIGHTS LLC	PO 46538 Light Package for SRO Vehicles	19,395.40	19,395.40
3278	1372 - REEGS INC	PO 46402 Blanket Purchase Order - Batteries	444.85	444.85
3279	1374 - FRED BEANS PARTS INC	PO 46283 Blanket Purchase Order - Parts	224.45	224.45
3280	1401 - HAYDEE BALLESTER MONTERO	PO 46253 Spanish Interpreter via zoom for Court J	150.00	
		PO 46617 Spanish Interpreter via Zoom for Court A	150.00	300.00
3281	1427 - MAVIS TIRE SUPPLY LLC	PO 45677 Blanket Purchase Order - tire recycling	80.00	80.00
3282	1447 - ARAE NETWORK SOLUTIONS LLC	PO 45850 IT Invoice for May	5,360.99	
		PO 46670 IT Invoices	250.00	
		PO 46671 IT Bills for July 2025	8,031.25	
		PO 46672 IT Invoices for July 2025	6,684.01	
		PO 46673 IT Invoices-Police Computer	25.95	20,352.20
3283	1464 - SANITATION TRUCK REPAIR INC	PO 43184 R2024-101 COF Repair work for sanitation	1,402.12	1,402.12
3284	1473 - ADVANCE FINANCIAL SERVICES	PO 45013 Blanket Purchase Order - Parts	87.99	87.99
3285	1474 - CORPORATE BILLING, LLC	PO 46094 Blanket Purchase Order - Parts	41.93	41.93

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3286	1474 - CORPORATE BILLING, LLC	PO 46567 Blanket Purchase Order - Parts	872.38	872.38
3287	1475 - GROFF TRACTOR HOLDINGS LLC	PO 45784 Replace brake pedals for Loader	226.87	226.87
3288	1485 - VOIP CARRIER SERVICES	PO 46678 VOIP phone services	7,197.84	7,197.84
3289	1500 - KING MOENCH & COLLINS LLP	PO 46684 Corcoran Complaint - R:2025-156	17,833.00	17,833.00
3290	1524 - COLALILLO - SHOP RITE OF HUNTERDON CTY I	PO 46349 Blanket Purchase Order - Concession Stan	209.36	209.36
3291	1533 - AT&T MOBILITY II LLC	PO 46675 Wireless phones & tablets	2,463.00	2,463.00
3292	1536 - CREATIVE MANAGEMENT INC	PO 46079 Diesel usage	375.77	
		PO 46079 Diesel usage	4,474.74	4,850.51
3293	1554 - LISA RUDD	PO 45777 2025 Eyecare reimbursement	400.00	400.00
3294	1556 - HOLLAND TOWNSHIP	PO 46646 Payment for Thirty Party OT Police cover	1,965.25	1,965.25
3295	1571 - POLICE & SHERIFFS PRESS INC	PO 45182 ID Cards	110.95	110.95
3296	1573 - EAS WATER COFFEE PAPER	PO 46274 Water Rental-Blanket	97.85	97.85
3297	1576 - RUTH J MULLIGAN	PO 46638 Court Assistance for month of August 20	322.50	322.50
3298	1611 - AWARENESS PROTECTIVE CONSULT. LLC	PO 46582 Invoice for Rifle Instructor Training	500.00	500.00
3299	1661 - ANTICIMEX INC	PO 45828 Blanket Purchase order - Pest Control	165.00	165.00
3300	1681 - BOROUGH OF ALPHA	PO 46616 Postage usage in Alpha Borough Municipal	138.71	138.71
3301	1797 - SERVICE TIRE TRUCK CENTER	PO 46661 Blanket Purchase Order - tires	2,909.32	2,909.32
3302	1802 - PHILLIPSBURG MUNICIPAL COURT	PO 46643 Bank fees/Credit card fees May-July	626.92	626.92
3303	6550 - PRINTPLUS.COM, INC	PO 45183 Police Vehicle Graphics 94-11 / 94-03 /	650.00	
		PO 46540 Decals & Lettering/ SRO Vehicle	3,500.00	4,150.00
3304	6557 - BUCKMAN'S INC	PO 46585 Blanket Purchase Order - Chemicals	899.22	899.22
3305	6994 - TOWNSHIP OF LOPATCONG	PO 46640 Payment for Third Party OT Officers	961.88	
		PO 46640 Payment for Third Party OT Officers	952.76	1,914.64
3306	9226 - GABRIELLI TRUCK SALES OF BLOOMSBURY INC	PO 46644 Replace Fuel Sending Unit in 9474	2,317.50	2,317.50
3307	9260 - MATT NOEL	PO 46611 2025 Eyecare reimbursement	400.00	400.00
3308	9387 - SAMS CLUB/SYNCHRONY BANK	PO 46510 Blanket Purchase Order - Concession Stan	1,955.82	1,955.82
<b>TOTAL</b>				<b>2,911,110.51</b>

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-050	Business Administrator - O/E	15,458.62			
01-201-20-130-050	Financial Administration - O/E	60.68			
01-201-20-145-050	Revenue Administration - O/E	139.00			
01-201-20-155-050	Legal Services	18,833.00			
01-201-23-220-050	Employee Group Insurance	7,045.48			
01-201-25-240-050	Police Department - O/E	5,555.95			
01-201-25-265-050	Fire Department - O/E	23,177.02			
01-201-26-290-050	Street & Roads - O/E	1,083.00			
01-201-26-301-050	PEOSHA	365.49			
01-201-26-310-050	Building & Grounds - O/E	13,017.77			
01-201-26-315-050	Vehicle Maintenance - O/E	11,810.54			
01-201-28-370-050	Recreation Service & Program - O/E	898.23			
01-201-28-371-050	Municipal Pool - OE	3,340.01			
01-201-31-440-050	Switchboard Expenses - O/E	9,674.84			
01-201-31-446-050	Utility Expenses - Natural Gas	40.08			
01-201-31-460-050	Bulk Purchases - Gasoline	12,806.19			
01-201-32-465-050	Landfill/Solid Waste Disposal Costs	17,978.52			
01-201-33-490-050	Municipal Court - O/E	1,388.13			
01-201-47-390-050	Maintenance of Free Public Library	888.72			
01-201-47-396-050	Recycling Tax (P.L. 2007, C. 311)	793.17			
01-203-26-315-050	(2024) Vehicle Maintenance - O/E		1,402.12		
01-207-55-000-000	School Taxes Payable			2,248,664.84	
01-260-05-102	Current Fund - Due to Claims			0.00	2,394,421.40
<b>TOTALS FOR</b>	<b>CURRENT FUND</b>	<b>144,354.44</b>	<b>1,402.12</b>	<b>2,248,664.84</b>	<b>2,394,421.40</b>
02-213-40-729-000	2019 - 2024 School Resource Officer			77.57	
02-213-41-569-000	Public Works - State Grants			10.94	
02-260-05-102	St/Fed Grants - Due to Claims Fund			0.00	88.51
<b>TOTALS FOR</b>	<b>STATE &amp; FEDERAL GRANTS</b>	<b>0.00</b>	<b>0.00</b>	<b>88.51</b>	<b>88.51</b>

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
04-215-55-938-000	O:2019-19 Improvements Authorized			5,360.99	
04-215-55-946-000	NJDOT Improvement Authorization			2,927.13	
04-215-55-947-000	O2024-15 Improvement Authorizations			3,526.00	
04-215-55-948-000	O2025-10 Improvement Authorizations			29,001.35	
04-260-05-102	Capital - Due to Claims Fund			0.00	40,815.47
<b>TOTALS FOR</b>	<b>CAPITAL FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>40,815.47</b>	<b>40,815.47</b>
07-201-55-510-050	Sewer Utility OE	474,011.34			
07-260-05-102	Sewer Utility - Due to Claims Fund			0.00	474,011.34
<b>TOTALS FOR</b>	<b>SEWER UTILITY</b>	<b>474,011.34</b>	<b>0.00</b>	<b>0.00</b>	<b>474,011.34</b>
17-260-05-102	Trust - Due to Claims Fund			0.00	952.76
17-292-56-001-000	Police 3rd Party Overtime Escrows			952.76	
<b>TOTALS FOR</b>	<b>GENERAL TRUST FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>952.76</b>	<b>952.76</b>
20-260-05-102	Agency - Due to Claims Fund			0.00	821.03
20-291-55-070-000	Payroll Deductions			821.03	
<b>TOTALS FOR</b>	<b>PAYROLL AGENCY FUND</b>	<b>0.00</b>	<b>0.00</b>	<b>821.03</b>	<b>821.03</b>

Total to be paid from Fund 01	CURRENT FUND	2,394,421.40
Total to be paid from Fund 02	STATE & FEDERAL GRANTS	88.51
Total to be paid from Fund 04	CAPITAL FUND	40,815.47
Total to be paid from Fund 07	SEWER UTILITY	474,011.34
Total to be paid from Fund 17	GENERAL TRUST FUND	952.76
Total to be paid from Fund 20	PAYROLL AGENCY FUND	821.03
		<b>2,911,110.51</b>

Checks Previously Disbursed

3228	N J YOUTH CORP OF PHILLIPSBURG	PO# 46626	Reimbursement for NJYC-FY2026-7/23	20,000.00	8/25/2025
3230	ALEX IBARRA	PO# 46514	Consultant UEZ Admin	2,100.00	9/02/2025
7546	AFLAC	PO# 46556	Monthly Invoice- August	1,537.98	8/29/2025
				<b>23,637.98</b>	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND		2,394,421.40	2,394,421.40
Fund 02 STATE & FEDERAL GRANTS	20,000.00	88.51	20,088.51
Fund 04 CAPITAL FUND		40,815.47	40,815.47
Fund 07 SEWER UTILITY		474,011.34	474,011.34
Fund 17 GENERAL TRUST FUND		952.76	952.76
Fund 20 PAYROLL AGENCY FUND	1,537.98	821.03	2,359.01
Fund 25 Urban Enterprise Zone	2,100.00		2,100.00
<b>BILLS LIST TOTALS</b>	<b>23,637.98</b>	<b>2,911,110.51</b>	<b>2,934,748.49</b>

**ORDINANCE 2025-13A**

**AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AMENDING CHAPTER 625-5 ZONING MAP AND ZONE DESIGNATION FOR BLOCK 1411 LOTS 32, 33 AND 34**

**WHEREAS**, The Town of Phillipsburg desires to amend the Chapter 625-5 Zoning Map to reflect zone changes for Block 1411 Lots 32, 33 and 34.

**WHEREAS**, Block 1411 Lots 32, 33 and 34 are currently zoned R-50 Residential and will be changed to B-4 Central Business District.

**NOW THEREFORE BE IT ORDAINED** by the Town Council, Town of Phillipsburg, County of Warren, State of New Jersey that Chapter 625-5 will be amended per the zoning map prepared by Van Cleef Engineering dated May 2025 which rezones Block 1411 Lots 32, 33 and 34 are currently zoned R-50 Residential and will be changed to B-4 Central Business District.

**Section 1**

§ 625-5 shall reflect approval of Zoning Map prepared by Van Cleef Engineering dated May 2025 which rezones Block 1411 Lots 32, 33 and 34 are currently zoned R-50 Residential and will be changed to B-4 Central Business District.

**Section 2**

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistencies.

**Section 3**

If any article, section, subsection, paragraph, phrase or sentence of this ordinance is, for any reason, declared to be unconstitutional or invalid, such article, section, subsection, paragraph, phrase or sentence shall be deemed severable.

**Section 4**

This ordinance shall take effect immediately upon final publication as provided by law.

**ATTEST:**

**TOWN OF PHILLIPSBURG**

\_\_\_\_\_  
Susan Turner, Acting Municipal Clerk  
Dated:

\_\_\_\_\_  
Randy Piazza Jr., Mayor

**CERTIFICATION**

I, Susan Turner, Acting 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 September 10, 2025 meeting.

\_\_\_\_\_  
Susan Turner, Acting Municipal Clerk

# WILHELM & ROEMERSMA, P.C.



ATTORNEYS-AT-LAW

SCOTT M. WILHELM\*†  
BRIAN A. ROEMERSMA\*†♦  
JENNIFER L. TOTH\*†  
KELLY CORRENTY\*†  
MARY C. ANODIDE\*†  
MADISON M. BENNETT\*†  
CAROLINE S. CONSTANCE\*  
RICHARD H. YETTER, III\*†

305 ROSEBERRY STREET  
PHILLIPSBURG, NEW JERSEY 08865  
PHONE: (908) 454-3200  
FAX: (908) 454-3322

WWW.GRLAW.COM

EMAIL: INFO@WWW.GRLAW.COM

\*LICENSED IN NJ  
†LICENSED IN PA

- Certified by the Supreme Court of New Jersey as a Municipal Court Law Attorney
- ♦ Certified by the Supreme Court of New Jersey as a Workers' Compensation Law Attorney

August 29, 2025

Susan Turner  
Acting Municipal Clerk  
Town of Phillipsburg  
120 Filmore Street  
Phillipsburg, NJ 08865

Re: Town Council Resolution No. 2025-13

Dear Ms. Turner:

On August 28, 2025, at its regularly scheduled meeting, the Town of Phillipsburg Land Use Board undertook an investigation of whether Town Council's proposed Ordinance No. 2025-13, which rezones Tax Map Block 1411, Lots 33 and 34, would be consistent with both the Town's Master Plan and the Town's zoning ordinances, at the request of the Town Council as set forth in the Council's proposed Ordinance No. 2025-13, entitled "An Ordinance of the Town of Phillipsburg, County of Warren, State of New Jersey, Amending Chapter 625-5 Zoning Map and Zone Designation for Block 1411 Lots 33 and 34."

The Board undertook the investigation in consultation with the input of Town/Board Engineer and Town/Board Planner Timothy O'Brien, PE, PP. After consideration of the matter, the Board has directed me to report on their determination to the Council.

The Board is of the opinion that the proposed Ordinance No. 2025-13, is not inconsistent with the Town's Master Plan and the Town's zoning ordinances.

I believe the preceding addresses the Council's inquiry of the Board. If, however, I am mistaken, or additional information is requested, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink that reads "Scott M. Wilhelm".

Scott M. Wilhelm, Esq.  
Attorney for Phillipsburg Land Use Board  
cc: William Duffy, Chairman – via email  
Timothy O'Brien, P.E., Town Engineer & Planner – via email  
Richard Wenner, Esq. – via email

**TOWN OF PHILLIPSBURG  
ORDINANCE NUMBER – O2025-17**

**BOND ORDINANCE AMENDING BOND ORDINANCE NUMBER 2019-07  
HERETOFORE FINALLY ADOPTED MAY 7, 2019, AS AMENDED BY ORDINANCE  
NUMBER 2021-05 HERETOFORE FINALLY ADOPTED FEBRUARY 16, 2021, IN ORDER  
TO REVISE THE DESCRIPTION OF THE IMPROVEMENTS SET FORTH THEREIN**

**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 members thereof affirmatively concurring) AS FOLLOWS:**

**SECTION 1.** Section 3(a) of Bond Ordinance Number 2019-07 of the Town of Phillipsburg, in the County of Warren, State of New Jersey (the “Town”), finally adopted by the Town Council on May 7, 2019 (the “Original Ordinance”), as amended by Ordinance Number 2021-05 heretofore finally adopted the Town Council on February 16, 2021, is hereby amended and supplemented to the extent and with the effect as follows:

**“SECTION 3. (a) The improvements hereby authorized and purposes for the (i) acquisition and renovation of 120 Filmore Street for municipal purposes; (ii) acquisition, improvement and/or demolition of municipal owned buildings, (iii) improvements to the community pool and bath house.”**

**SECTION 2.** The Town hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Town is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

**SECTION 3.** Except as expressly amended and supplemented hereby, the Original Ordinance shall remain in full force and effect.

**SECTION 4.** This bond ordinance shall take effect twenty (20) days after the first publication of this bond ordinance after final adoption, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING  
DATED: September 10, 2025**

**SUSAN TURNER, Acting Municipal Clerk  
Town of Phillipsburg**

**ADOPTED ON SECOND READING  
DATED: \_\_\_\_\_, 2025**

**SUSAN TURNER, Acting Municipal Clerk  
Town of Phillipsburg**

**RESOLUTION 2025-169**

**A RESOLUTION OF THE TOWN OF PHILLIPSBURG CERTIFYING THE EXISTENCE OF EMERGENT CONDITIONS PURSUANT TO THE WATER INFRASTRUCTURE PROTECTION ACT, N.J.S.A 58:30-1 et seq. (WIPA)**

**WHEREAS**, the Town of Phillipsburg (the "Town") has been considering whether to sell the Town's public wastewater system (the "Wastewater System") to a private utility company pursuant to the Water Infrastructure Protection Act, N.J.S.A. 58:30-1 et seq. ("WIPA"); and

**WHEREAS**, during its due diligence, the Town determined that one or more emergent conditions as defined by WIPA likely existed in the Town, and as a result directed Engineer Remington and Vernick to complete an emergent conditions analysis and to provide a report on the condition of the Wastewater System's assets, as well as provide an understanding of the necessary improvement costs for the foreseeable future; and

**WHEREAS**, Remington and Vernick completed its engineering analysis of the Wastewater System and submitted to the Town a report ("Emergent Conditions Analysis"), dated January 2025, which report concluded that four emergent conditions exist; and

**WHEREAS**, the Town, pursuant to WIPA, hired Phoenix Advisors, LLC, an independent financial advisor, to review, analyze and report on the value of the Wastewater System and the short and long term impacts to rate-payers of the cash flow structure of the proposed transaction and to provide an estimate as to the financial requirements necessary to address the emergent conditions and to operate and maintain the Wastewater System; and

**WHEREAS**, the independent financial advisor has submitted a final independent financial advisor report, dated April 30, 2025 (the "IFA Report"); and

**WHEREAS**, by Resolution 2025-117 adopted on June 11, 2025, the Town formally accepted and approved the IFA Report and transmitted a copy thereof to the Board of Public Utilities ("BPU"), Director of Division of Local Government Services in the New Jersey Department of Community Affairs ("DLGS") and the New Jersey Department of Environmental Protection ("NJDEP") and made it available for public review; and

**WHEREAS**, the Town scheduled a public hearing for 6 p.m. on July 23, 2025 for purposes of considering the proposed emergent conditions certification and has duly advertised notice thereof; and

**WHEREAS**, at the July 23, 2025 public hearing, Special Counsel summarized and described WIPA's substantive and procedural requirements; Phoenix Advisors and Remington and Vernick described the contents of their respective findings and reports; and members of the public had sufficient opportunity to ask questions and comment upon the emergent conditions and supporting documentation, as well as the potential sale of the Wastewater System through WIPA; and

**WHEREAS**, the Town has considered the foregoing, and certifies that emergent condition nos. 2, 3, 4 and 5 as defined by WIPA exist as described in more detail in the Emergent Conditions Analysis. **NOW, THEREFORE, BE IT RESOLVED** by at least two-thirds of the authorized membership of the Phillipsburg Town Council on this 10<sup>th</sup> day of September, 2025 that:

1. The above preamble and factual recitals therein are incorporated herein as if set forth at length.
2. The Council hereby finds and certifies that Emergent Conditions #2 and #3, #4 and #5 under WIPA exist.
3. Based on the existence of Emergent Conditions #2, #3, #4 and #5, the Town intends to proceed with a sale of its System to a capable private or public entity in accordance with the

provisions of WIPA, subject to the NJDEP's approval of the Town's emergent conditions certification as contained in this Resolution.

4. Within five days of adoption of this Resolution, a certified true copy of this Resolution and all supporting documentation shall be transmitted to the NJDEP, the BPU and the Director of DLGS.

**ATTEST:**

**TOWN OF PHILLIPSBURG**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Susan Turner, Acting 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 September 10, 2025 meeting.

\_\_\_\_\_  
Susan Turner

Acting Municipal Clerk

**RESOLUTION 2025-170**

**RESOLUTION REAPPOINTING ACTING MUNICIPAL CLERK PURSUANT TO N.J.S.A. 40A:9-133**

**WHEREAS**, pursuant to N.J.S.A. 40A9-133(c) within 90 days of the occurrence of a vacancy in the office of municipal clerk by reason of the departure of a registered municipal clerk, the governing body may appoint a person who does not hold a registered municipal clerk certificate to serve as Acting Municipal Clerk for a period not to exceed one year, commencing on the date of the vacancy; and

**WHEREAS**, the appointment of the Acting Municipal Clerk may be extended for two consecutive terms of one year each; and

**WHEREAS**, commencing on August 17, 2024, Susan Turner was appointed to serve as Acting Municipal Clerk; and

**WHEREAS**, Susan Turner has the qualifications to serve as the Acting Municipal Clerk, has served as the Acting Municipal Clerk since her appointment, and the Town Council seeks to extend her appointment; and

**WHEREAS**, the Director of the Department of Community Affairs approves the appointment.

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council of Phillipsburg, in the County of Warren, State of New Jersey, that Susan Turner is hereby reappointed to serve as Acting Municipal Clerk commencing August 17, 2025 and continuing through August 16, 2026.

**CERTIFICATION**

I, Susan Turner, Acting 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 September 10, 2025 meeting.

\_\_\_\_\_  
Susan Turner, Acting Municipal Clerk



State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BRAD STREET  
PO BOX 803  
TRENTON, NJ 08625-0803

PHILIP D. MURPHY  
Governor

TAHESHA L. WAY  
Lieutenant Governor

JACQUELYN A. SUAREZ  
Commissioner

September 3, 2025

Via Email and Regular Mail

Town of Phillipsburg  
Mayor Randy Piazza, Jr.  
120 Fillmore Street  
Phillipsburg, NJ 08865

Dear Mayor Randy Piazza, Jr.:

The Division of Local Government Services ("Division") is in receipt of a request, on behalf of the Town of Phillipsburg ("Town"), for permission to re-appoint Susan Turner to a second one (1) year term as Acting Municipal Clerk. The Town originally appointed Susan Turner to the position on August 17, 2024.

Permission is hereby granted to the Town to re-appoint Susan Turner to a second one (1) year term as Acting Municipal Clerk, effective August 17, 2025. If the Town wishes to reappoint Susan Turner to a third one (1) year term, they must first request permission from the Division prior to reappointment.

Thank you for your attention to this matter. If you have any questions, please contact the Certification Unit at [DLGS.Certification@dca.nj.gov](mailto:DLGS.Certification@dca.nj.gov).

Sincerely,

Bonnie Brookes, RMC, CMR  
Certification Unit Manager  
Division of Local Government Services

C: Susan Turner, Acting Municipal Clerk  
Craig Brorons, Business Administrator

**RESOLUTION 2025-171**  
**AUTHORIZING THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL**  
**PURCHASE OF VEHICLES FROM COCCIA FORD OF FLEMINGTON IN AN**  
**AMOUNT NOT TO EXCEED \$131,858.00**

**BE IT RESOLVED**, by the Town Council of the Town of Phillipsburg that it hereby authorizes the below itemized Morris County Cooperative Pricing Council for the purchase of vehicles from Coccia Ford of Flemington in a total amount not to exceed \$131,858.00 pursuant to the MCCPC cooperative contract number MCCPC – Contract #15-C, Item 12.

**Two- 2026 Ford F350 Regular Cab 4x4 Pick up MCCPC-Contract #15-C**  
**Item 12** Price per Vehicle per proposal attached: \$65,929.00

**Total Contract for all items: \$131,858.00**

**BE IT ALSO RESOLVED**, that the Chief Financial Officer has certified that the funds are available pursuant to the attached certification of funds.

**CERTIFICATION**

I, Susan Turner, Acting 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 September 10, 2025 meeting.

\_\_\_\_\_  
Susan Turner  
Acting Municipal Clerk

**CIOCCA FORD OF FLEMINGTON**

215 US HIGHWAY 202, FLEMINGTON, NJ 08822

PHONE: (908) 782-3673 / FAX: (908) 782-7305

Rick Hungerford - rhungerford@cioccadealerships.com

**CUSTOMER**

**TOWN OF PHILLIPSBURG**

**2026 FORD F350 REGULAR CAB 4X4 PICK UP  
MCCPC - CONTRACT #15-C, ITEM #12**

**STANDARD EQUIPMENT**

**Powertrain**

6.8 Liter V-8 Engine

10 speed Auto transmission

Fuel Tank Capacity: 34 gal.

**Suspension/Handling**

Front Mono-beam non-independent suspension

Rear rigid axle leaf suspension with HD shocks

Hydraulic power-assist steering

Front and rear 17" x 7.5" argent steel wheels

LT245/75SR17.0E BSW AS front and rear tires

**Body Exterior**

2 doors

Black door mirrors

Black bumpers - Rear Step Bumper

Trailer sway control

Roof Clearance Lights

**Convenience**

Manual air conditioning

Manual tilt steering wheel

Manual telescopic steering wheel

Day-night rearview mirror

Front cupholders

Passenger visor vanity mirror

Upfitter Switches

**Seats and Trim**

Seating capacity of 3

Front 40-20-40 vinyl split-bench seat

2 KEY FOB

4-way driver seat adjustment

Manual driver lumbar support

4-way passenger seat adjustment

Center front armrest with storage

**Entertainment Features**

AM/FM stereo radio with 2 speakers

Fixed antenna

**Lighting, Visibility and Instrumentation**

Halogen aero-composite headlights

Variable intermittent front windshield wipers

Front reading lights

Tachometer and Oil pressure gauge

Outside temperature display

Low tire pressure warning

Trip odometer

**Safety and Security**

4-wheel ABS brakes

Brake assist

4-wheel disc brakes

AdvanceTrac w/Roll Stability Control

Dual front impact airbags

Dual seat mounted side impact airbags

Manually adjustable front head restraints

Sync radio with bluetooth

**POWER WINDOWS**

**POWER LOCKS**

**HEATED POWER MIRRORS**

**Base Price**

**\$ 45,989.00**

**FACTORY OPTIONS**

512	Spare Tire, Jack and Wheel		included
18B	Factory Installed Running Boards		included
473	Snow Plow Package		included
76C	Exterior Back-up Chime		included
90L	Power Equip Group on XL		included
52B	Trailer Brake Controller		included
61S/62S	Splash Guards - Front & Rear		included
592	Roof Clearance Lights		included
66S	Upfitter Switches		included
67B	410 AMP ALTERNATOR		Included
85S	Factory applied Tough Bed Spray In Bedliner		included
86M	DUAL BATTERY		included
	MCCPC Contract Discount - 5%	\$	-
<b>Options Total</b>		\$	-

**ADDITIONAL TRUCK EQUIPMENT**

**Plows**

INSTALL LED LIGHT FOR PLOW	\$	695.00
Western 8.5 ft. Pro Plus Ultramount	\$	6,990.00
Snow Deflector for Western Plow	\$	475.00

**Lighting & Accesssories**

Cab Roof Light, Mini Lightbar	\$	1,095.00
INSTALL ELECTRIC PPOLY HOPPER SPREADER - 1.5 CUBIC YARD	\$	9,490.00
Commerically applied Rustproofing/undercoating	\$	1,195.00

**Options Total** \$ 19,940.00

**Total Price with Options** \$ 65,929.00

Exterior Paint Color will be WHITE

Interior Trim will be MED DARK SLATE VINYL.

Date 8/26/2025

Quote is good for 60 Days

Please sign here to accept \_\_\_\_\_

**CIOCCA FORD OF FLEMINGTON**

215 US HIGHWAY 202, FLEMINGTON, NJ 08822

PHONE: (908) 782-3673 / FAX: (908) 782-7305

Rick Hungerford – rhungerford@cioccaauto.com

**CUSTOMER**

TOWN OF PHILLIPSBURG

**2026 FORD ESCAPE ACTIVE 4WD**

**NJ STATE CONTRACT T2007 SPORT UTILITY VEHICLES**

**BID # 19DPP00311/23-FLEET-41909**

**STANDARD EQUIPMENT**

1.5 LITER ECOBOOST ENGINE	CLIMATE CONTROL
8 SPEED AUTO TRANSMISSION	AM/FM STEREO W/6 SPEAKERS
4 Wheel Disc ABS Brakes	Glove Box
225/65R17 ALL SEASON TIRES	Center Console
SPARE TIRE IS NOT INCLUDED	Driver & Passenger Front Airbags
VARIABLE INTERMITTENT WIPER	REAR WINDOW DEFROSTER/WIPER
Black Grille	Advance Trac w/Roll Stability Control
CRUISE CONTROL	Tire Pressure Monitoring System
Power Windows Front Doors, Power Locks	3 Point Seat Belts
w/Remote Keyless Entry	SYNC SYSTEM
ALLOY WHEELS	TILT AND TELESCOPING STEERING WHEEL
PRIVACY GLASS FOR REAR OF VEHICLE	

COLOR = OXFORD WHITE

INTERIOR = BLACK ONYX CLOTH

**BASE PRICE**

**28,590.00**

**OPTIONS FROM THE FACTORY**

51U	MINI SPARE WHEEL – INCLUDES JACK AND WHEEL NUT WRENCH	345.00
50B	ALL WEATHER MATS	200.00
	NJ STATE OPTIONS DISCOUNT 1%	(5.45)

Options Total

539.55

Total Price with Options

29,129.55

Date 8/26/2025

Quote is good for 60 Days  
Please sign here to accept

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R2025-172

**RESOLUTION AWARDING A CONTRACT TO Dan Swayze & Son, Inc THROUGH THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL CO-OP FOR ROAD STRIPING**

**WHEREAS**, the Town of Phillipsburg Engineer recommends a contract be awarded in the amount of \$130,000.00 to Dan Swayze & Son, Inc under the Morris County Co-op contract no. 36 – Road Striping for the 2025 Road Program.

**WHEREAS**, the Town Engineer’s recommendations and supporting documentation are made a part of hereof and attached to hereto;

**NOW THEREFORE IT BE RESOLVED**, by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that the contract for road striping with Dan Swayze & Son, Inc is hereby awarded to Dan Swayze & Son, Inc through the Morris County Cooperative Pricing Council Contract No. 36 in the amount of \$130,000.00 in accordance with the terms therein and as evidence by the attached certification of funds.

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to the Chief Financial Officer.

**CERTIFICATION**

I, Susan Turner, Acting Municipal Clerk of the Town of Phillipsburg to hereby Certify the foregoing to be true and correct copy of a Resolution adopted by Council at a meeting held on September 10, 2025.

---

Susan Turner, Acting Municipal Clerk

September 3, 2025

Craig Broton  
Business Administrator  
Town of Phillipsburg

Re: Recommendation of Award  
2025 Road Program – Striping Phase 1  
Town of Phillipsburg  
Project No. 9110036

Dear Mr. Broton,

Our office recommends the award of contract for the above referenced project to Dan Swayze & Son, Inc. of Scotch Plains, New Jersey through Morris County Cooperative Pricing Council Co-op contract no. 36 (see attached contract) in the amount of \$130,000.00. Funding could be through Aqua Road restoration Escrow - \$12,195.00 and Elizabethtown Gas Road restoration escrow \$37,331.63 and remainder from Town capital.

Please advise should there be any questions.

Very truly yours,  
**Van Cleef Engineering Associates**

*Timothy M. O'Brien*  
Timothy M. O'Brien, PE, PP, CME  
Associate/ Senior Professional Engineer

*CC: CFO, Purchasing, Town Attorney, Mayor*

*f:\projects\9100 - phillipsburg\9110 - ci roads\036 2024 road program\letters\2025-09-03 - award recommendation - striping co-op.docx*

**OFFICE LOCATIONS**

[www.vancleefengineering.com](http://www.vancleefengineering.com)

Hillsborough, NJ  
908-359-8291

Mt. Arlington, NJ  
862-284-1100

Phillipsburg, NJ  
908-454-3080

Doylestown, PA  
215-345-1876

Pottstown, PA  
610-323-4040

Hamilton, NJ  
609-689-1100

Toms River, NJ  
732-573-0490

Freehold, NJ  
732-303-8700

Bethlehem, PA  
610-332-1772



**MORRIS COUNTY COOPERATIVE PRICING COUNCIL**  
 A SHARED SERVICES SUCCESS STORY SINCE 1974

IDENTIFIER: 6MOCCP

# NOTIFICATION OF AWARD

Rev. 1 – Vendor email updated. 3/11/2025

## CONTRACT #36: TRAFFIC STRIPING ON ROADWAYS

Contract Period: January 1, 2025 - December 31, 2025

**Notes:**

- All Purchase Orders should reference "MCCPC Contract #36"
- No minimum order requirements are allowed unless stated otherwise
- Prices are to remain firm for the term of the contract with no exceptions
- Members: visit the "Member Resources" page on the MCCPC website ([www.mccpc.org](http://www.mccpc.org)) for technical specifications

**Vendor:** Dan Swayze & Son, Inc.

**Address:** 2351 Waldheim Avenue, Scotch Plains, New Jersey 07076

**Contact Person:** Dan Swayze Jr.

**Title:** Vice President

**Tel #:** 908-789-1336

**Fax #:** 908-789-7232

**E-Mail:** [estimating@swayzestriping.com](mailto:estimating@swayzestriping.com)

**Response Time:** 14 days

CAT. A: TRAFFIC STRIPING ON ROADWAYS	Unit Price
1. Traffic striping on roadways, (4") yellow or white, to be designated at time of order (latex):	\$0.13 / LF
2. Traffic striping on roadways, (6") yellow or white, to be designated at time of order (latex):	\$0.19 / LF
3. Traffic striping on roadways, (8") yellow or white, to be designated at time of order (latex):	\$0.22 / LF
4. Traffic striping on roadways, (4") yellow or white using "EPOXY" striping method:	\$0.305 / LF
5. Traffic striping on roadways, (6") yellow or white using "EPOXY" striping method:	\$0.37 / LF
6. Price for 4" wide x 1 linear foot long for Long Life Thermoplastic:	\$0.82 / LF
7. Price for 6" wide x 1 linear foot long for Long Life Thermoplastic:	\$1.25 / LF
8. Price for Spray Thermoplastic striping, 4", 3 mils thick:	\$0.32 / LF
9. Price for traffic markings, symbols, etc., in Thermoplastic:	\$6.25 / SF
10. Stop lines, (12") (latex):	\$1.90 / LF
11. Crosswalks, (4") (latex):	\$1.30 / LF
12. Crosswalks, (6") (latex):	\$1.50 / LF
13. Crosswalks, (8") (latex):	\$1.75 / LF

CAT. B: REMOVAL OF EXISTING TRAFFIC STRIPING	Unit Price
1. Price for the removal of "existing" traffic striping from roadways, stop lines or crosswalks:	\$1.50 / LF

CAT. C: RAISED PAVEMENT MARKERS (FURNISH & INSTALLATION OF SNOW-PLOWING PAVEMENT MARKERS AT FIRE HYDRANT LOCATIONS)	Unit Price
1. To furnish & install raised pavement markers as per specifications:	\$600.00 / each

**R2025-173**

**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:

<b><u>Name of Street</u></b>	<b><u>Side</u></b>	<b><u>Location</u></b>
Colby Place	East Side	In front of 18 Colby Place
Green Street	East Side	For 573 Green Street
Washington Street	South Side	In front of 277 Washington Street

**CERTIFICATION**

I, Susan Turner, Acting 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 September 10, 2025 meeting.

\_\_\_\_\_  
Susan Turner  
Acting Municipal Clerk

**Town of Phillipsburg**

**Resolution 2025-174**

**RESOLUTION SUPPORTING THE STATE HOUSE COMMISSION PRE-APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR DISPOSAL OF PREVIOUSLY DISPOSED OF LANDS NOW KNOWN AS BLOCK 2425 LOTS 1-10**

**WHEREAS**, Block 2425 Lots 1-10 is part of the Town of Phillipsburg for Brensinger School Parkland which is encumbered in 1984, as a condition of Green Acres funding, with restrictions against disposal or diversion from recreation and conservation uses by the New Jersey Department of Environmental Protection; and

**WHEREAS**, in conjunction with the proposed Brensinger School parkland disposal completed in 1985, it is necessary to remove the Green Acres restrictions from the properties now known as Block 2425 Lots 1-10 which is 1.656 acres; and

**WHEREAS**, The Town of Phillipsburg acquired the properties known as Block 2425 Lots 1-10 for the Town of Phillipsburg Board of Education which a deed was filed for the transaction dated December 11, 1973, for the amount of \$1.00.

**WHEREAS**, The Town of Phillipsburg completed a grant closeout for improvements for Delaware River Park in 1984 and as part of the agreement listed the properties known as Block 2425 Lots 1-10 as lands held for open space and recreation.

**WHEREAS**, The Town of Phillipsburg then sold the properties now known as Block 2425 Lots 1-10 to a developer which a deed was filed for the transaction dated July 2<sup>nd</sup> 1985, for the amount of \$62,000.00.

**WHEREAS**, the removal of Green Acres restrictions from parkland requires the approval of the Commissioner of the Department of Environmental Protection and the State House Commission pursuant to N.J.A.C. 7:36-26; and

**WHEREAS**, the Town of Phillipsburg wishes to apply for approval for disposal of Brensinger School Parkland as a major disposal of parkland under N.J.A.C. 7:36-26; and

**WHEREAS**, as required by N.J.A.C. 7:36-26.8, the Town of Phillipsburg held a scoping hearing on 12/19/2023 to solicit public comment on the disposal of parkland from Brensinger School parkland in connection with the sale of the land BLOCK 2425 LOTS 1-10 that occurred in 1985 without NJDEP approval.

**WHEREAS**, the next step in the application process for approval of a major disposal or diversion of parkland is the filing of a pre-application under N.J.A.C. 7:36-26.9; and

**WHEREAS**, in accordance with N.J.A.C. 7:36-26.9(d)11, it is necessary for Town of Phillipsburg to submit as part of the pre-application a Resolution endorsing the application to formally dispose of parkland;

**WHEREAS**, The pre-application seeks a monetary compensation plan if required by State Commission to be result in general funds raised by non-open space tax of Town of Phillipsburg for a period time to repay a value of parkland disposed at a ratio and value to be determined by State Commission/NJDEP. Which is anticipated to be 5x time current appraised value of the 10 lots and their improvements over a period up to 40 years. The funds on annual basis would be transferred to Town of Phillipsburg Open Space Trust fund.

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

1. The Town of Phillipsburg endorses the filing of a pre-application for the Brensinger School Parkland Disposal that occurred in 1985 without NJDEP authorization or compensation pursuant to N.J.A.C. 7:36-26;
2. The Town of Phillipsburg hereby finds that Brensinger School Parkland would meet the minimum substantive criteria at N.J.A.C. 7:36-26.1(d) by addressing a prior improper disposal that occurred in 1985 by allowing for monetary compensation to address improper disposal from 1985 and enable Green acres funding for the Town of Phillipsburg's residents and enable replacement of lost open space opportunities caused by the 1985 sale; and
3. The Town of Phillipsburg acknowledges that in order to obtain the approval of Brensinger School Parkland disposal (Block 2425 Lots 1-10), all substantive and procedural requirements of N.J.A.C. 7:36-26 must be met, including compensation requirements at N.J.A.C. 7:36-26.10.

#### **Certification**

I, Susan Turner, 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 the meeting held September 10, 2025.

---

Susan Turner, Acting Municipal Clerk

**Town of Phillipsburg  
Resolution 2025-175**

**RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN AND  
STATE OF NEW JERSEY, DIRECTING THE TOWN OF PHILLIPSBURG COMBINED  
PLANNING BOARD TO UNDERTAKE A PRELIMINARY INVESTIGATION TO  
DETERMINE WHETHER THE PROPOSED STUDY AREA, BLOCK 506 LOT 1 (675  
CORLISS AVENUE) QUALIFIES AS AN AREA IN NEED OF NON-CONDEMNATION  
REDEVELOPMENT PURSUANT TO N.J.S.A. 40A:12A ET SEQ.**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("Redevelopment Law"). provides a mechanism to assist local governments in efforts to promote programs of redevelopment; and

**WHEREAS**, the Redevelopment Law sets forth the procedures for the Town to declare an area in need of redevelopment, along with the development and effectuation of a redevelopment plan; and

**WHEREAS**, pursuant to the required redevelopment procedures, specifically set forth in N.J.S.A. 40A:12A-6, no area of a municipality shall be deemed a redevelopment area unless the governing body of the municipality shall, by Resolution, authorize the Planning Board to undertake a preliminary investigation to determine whether a proposed area is a redevelopment area meeting the criteria set forth in N.J.S.A. 40A:12A-5; and

**WHEREAS**, the New Jersey Legislature adopted, and the Governor signed, P.L. 2013, Chapter 159, which amended the Redevelopment Law, including the procedural requirements of N.J.S.A. 40A:12A-5 and N.J.S.A. 40A:12A-6; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-6, "the resolution authorizing the planning board to undertake a preliminary investigation shall state whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain (hereinafter referred to as a "Non-Condemnation Redevelopment Area") or whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area, including the power of eminent domain (hereinafter referred to as a "Condemnation Redevelopment Area"); and

**WHEREAS**, the Town Council desires to commission a study to determine if the Block 506, Lot 1 (675 Corliss Avenue) on the Town of Phillipsburg Tax Map satisfies the criteria of an Area in Need of Redevelopment (Non-Condemnation); and

**WHEREAS**, the Town Council finds it to be in the best interest of the Town and its residents to authorize the Town's Planning Board pursuant to N.J.S.A. 40A:12A-4 and N.J.S.A. 40A:12A-6 to undertake such preliminary investigation of the study area which includes properties Block 506, Lot 1 ( the "Study Area");

**WHEREAS**, the Town Council desires that the Planning Board undertake a preliminary investigation and to prepare the preliminary investigation to determine whether the proposed Study Areas qualifies as an area in need of Non-Condensation Redevelopment pursuant to N.J.S.A. 40A:12A-5.

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Phillipsburg, in the County of Warren, and State of New Jersey, that the Planning Board is hereby authorized and directed to undertake a preliminary investigation and to prepare the preliminary investigation, pursuant to the notice, conduct a hearing and comply with other requirements of the Redevelopment Law, N.J.S.A. 40A:12A-1 et seq., as amended, in order to recommend to the Town Council whether the area comprising the study area is an area in need of **Non-Condensation Redevelopment** according to the criteria set forth in N.J.S.A. 40A:12A-5.

**BE IT FURTHER RESOLVED**, that the Planning Board shall submit its findings and recommendations to the Town Council in the form of a Resolution with supporting documentation.

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution is to be forwarded to the Planning Board of the Town of Phillipsburg.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect pursuant to law.

#### **CERTIFICATION**

I, Susan Turner, 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 the meeting held September 10, 2025.

---

Susan Turner, Acting Municipal Clerk

**Town of Phillipsburg  
Resolution 2025-176  
RESOLUTION AUTHORIZING THE RELEASE OF PERFORMANCE BOND FOR  
SOUTH STATE, INC.**

**WHEREAS**, the Town of Phillipsburg received a performance bond posted on behalf of South State Inc for Warren Street Phase 1 and 2 Improvement project (hereinafter referred to as "Project"); and

**WHEREAS**, South State, Inc. has completed the work in an acceptable manner and has been paid in full; and

**NOW THEREFORE IT BE RESOLVED**, by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, hereby authorizes the release and return of the performance bond for the project.

**Certification**

I, Susan Turner, 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 the meeting held September 10, 2025.

---

Susan Turner, Acting Municipal Clerk

**PAYMENT AND  
PERFORMANCE  
BOND**

Travelers Casualty and Surety Company of America  
Hartford, CT 06183

Bond No.: 107490509

KNOW ALL PERSONS BY THESE PRESENTS, That we, South State, Inc., as principal, (hereinafter called the "Principal"), and Travelers Casualty and Surety Company of America, a Connecticut corporation, as surety, (hereinafter called the "Surety"), are held and firmly bound unto Town of Phillipsburg, as Obligee, in the sum of Eight Hundred, Forty, Eight Thousand, Two Hundred, Seventy, Three 07/100 Dollars (\$848,273.07) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal has entered into a Contract with Obligee dated October 8, 2021, to perform construction work for Warren Street Phase 1 & 2 ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully perform the Construction Work to be performed under the Contract, and shall promptly make payment to Claimants, as hereinafter defined, for all labor and material actually used, consumed or incorporated in the performance of the Construction Work under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Surety's obligations hereunder to Obligee shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work, and has been declared by Obligee to be in default under the Contract for failing to perform the Construction Work; and Obligee has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

1. Upon entering into an acceptable written takeover agreement with Obligee, undertake to perform and complete the Construction Work to be done under the Contract; or

2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligee and contractor, to be secured with performance and payment bonds executed by a qualified surety; or

3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefor to the Obligee; or (b) Deny liability in whole or in part and notify the Obligee citing reasons therefor.

4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Obligee pursuant to paragraphs 2 or 3 above, and the reasonable construction cost of completing the Construction Work exceeds the Contract balance, Surety shall pay to Obligee such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract. To the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligee, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance" as used herein shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts properly paid by Obligee to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing of all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract

balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work.

5. Any suit by Obligee under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased performing the Construction Work, excluding warranty work. If the public works bond statutes in the location where the Construction Work is being performed contains a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the public works bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work, whichever occurs first.

6. A Claimant is defined as one other than Obligee having a contract with Principal or with a direct subcontractor of Principal to supply labor and/or materials and said labor and/or material is actually used, consumed or incorporated in the performance of the Construction Work under the Contract.

7. Principal and Surety hereby jointly and severally agree with Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or material supplied by Claimant which was actually used, consumed or incorporated in the performance of the Construction Work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a subcontractor of Principal shall have a right of action on this bond only if said Claimant notifies Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or supplied the last labor and/or materials for which the claim is made. Obligee shall not be liable for the payment of any costs or expenses of any such suit.

8. No suit or action shall be commenced hereunder by any Claimant after the expiration of the earlier of: (a) one year after the day on which Claimant last supplied the labor and/or materials for which the claim is made; or (b) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day Claimant last supplied the labor and/or materials for which the claim is made.

9. No suit or action shall be commenced hereunder by Obligee or any Claimant other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

10. The amount of this bond shall be reduced by and to the extent of any payment or payments made by Surety in good faith hereunder whether made directly to Obligee or Claimant(s) or otherwise in discharge of Principal's obligations. Surety's liability hereunder to Obligee and all Claimants is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein. Surety may, at its option, discharge all obligations under this bond by interpleading into the registry of any court of competent jurisdiction of the full unused penal sum of this bond, or such portion thereof that will satisfy the obligations owed to Obligee and/or Claimant(s). No right of action shall accrue on this bond to any person or entity other than Obligee and/or Claimant(s). The bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract.

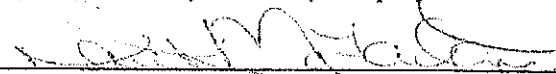
11. This bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed. Except as provided in paragraphs 5 and 8 above, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond. This bond is a statutory bond, not a common law bond.

Signed this 15th day of October, 2021.

South State, Inc.  
(Principal)

By:   
Chester J. Ottinger, Jr., President

Travelers Casualty and Surety Company of America

By:   
Dawn McFarland, Attorney-in-Fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Dawn McFarland of Bridgeton New Jersey, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. **IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is


**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of October, 2021



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

## SURETY DISCLOSURE STATEMENT AND CERTIFICATION

pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

The Travelers Indemnity Company, St. Paul Fire and Marine Insurance Company, Travelers Casualty and Surety Company, United States Fidelity and Guaranty Company, The Standard Fire Insurance Company, Travelers Casualty Insurance Company of America, Farmington Casualty Company, St. Paul Mercury Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Guardian Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company of America, surety(ies) on the attached bond, hereby certifies(y) the following:

- 1) Each surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended **December 31, 2020** (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified by **KPMG LLP**, located at One Financial Plaza, Hartford, CT 06103-4103, in the Annual Audited Combined Financial Statements for the first eleven (11) companies below, and on a Stand-alone Annual Audited Financial Statement for the twelfth (12<sup>th</sup>) company below, all on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
The Travelers Indemnity Company	\$ 10,790,700	\$6,949,525,628
St. Paul Fire and Marine Insurance Company	\$ 20,000,000	\$6,138,996,260
Travelers Casualty and Surety Company	\$ 25,000,000	\$7,158,214,223
United States Fidelity and Guaranty Company	\$ 35,214,075	\$891,004,366
The Standard Fire Insurance Company	\$ 5,000,000	\$1,310,802,811
Travelers Casualty Insurance Company of America	\$ 6,000,000	\$551,758,575
Farmington Casualty Company	\$ 6,000,000	\$289,594,630
St. Paul Mercury Insurance Company	\$ 4,230,000	\$114,724,363
Fidelity and Guaranty Insurance Underwriters, Inc.	\$13,434,900	\$90,072,017
St. Paul Guardian Insurance Company	\$ 4,200,000	\$22,974,162
Fidelity and Guaranty Insurance Company	\$ 5,000,000	\$18,962,415
Travelers Casualty and Surety Company of America	\$ 6,480,000	\$2,091,034,607

- 3) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, the underwriting limitation established therein on **July 1, 2021** (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitation</u>
The Travelers Indemnity Company	\$694,953,000
St. Paul Fire and Marine Insurance Company	\$501,784,000
Travelers Casualty and Surety Company	\$696,072,000
United States Fidelity and Guaranty Company	\$89,100,000
The Standard Fire Insurance Company	\$131,080,000
Travelers Casualty Insurance Company of America	\$55,176,000
Farmington Casualty Company	\$28,959,000
St. Paul Mercury Insurance Company	\$11,472,000
Fidelity and Guaranty Insurance Underwriters, Inc.	\$9,007,000
St. Paul Guardian Insurance Company	\$2,297,000
Fidelity and Guaranty Insurance Company	\$1,896,000
Travelers Casualty and Surety Company of America	\$209,103,000

- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item 5 below exceeds the total underwriting limitation of all sureties on the bond as set forth in Item 3 above, then for each such contract of reinsurance:

- a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
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The amount of the bond indicated under Item 5 below *does not* exceed the total underwriting limitation of all sureties on the bond as set forth in Item 3 above.

and;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under Item 4(a) satisfies the credit for reinsurance requirement established under P.L.1993, c. 243 (C.17:51B-1 *et seq.*) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

**CERTIFICATE**

I, **Eric B. Bruder**, as Attorney-in-Fact for the companies herein listed, corporations domiciled in Connecticut, Iowa, Maryland, Minnesota and Wisconsin, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

  
\_\_\_\_\_  
(Signature of certifying agent/officer)

Eric B. Bruder  
\_\_\_\_\_  
(Print name of certifying agent/officer)


Vice President, Finance  
Chief Financial Officer, Bond & Specialty Insurance  
\_\_\_\_\_  
(Title of certifying agent/officer)

Date: August 16, 2021

- 5) The amount of the bond to which the statement and certification is attached is \$ 848,273.07, which *does not* exceed the total underwriting limitation of all sureties on the bond as set forth in Item 3 above

**CERTIFICATE**

I, Dawn McFarland (name of agent), as Attorney-in-Fact (title of agent) for the companies herein listed, corporations domiciled in Connecticut, Iowa, Maryland, Minnesota and Wisconsin, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statement made by me is true, and ACKNOWLEDGE that, if the statement made by me is false, this bond is VOIDABLE.

  
\_\_\_\_\_  
(Signature of certifying agent/officer)

Dawn McFarland  
\_\_\_\_\_  
(Print name of certifying agent/officer)

Attorney-in-Fact  
\_\_\_\_\_  
(Title of certifying agent/officer)

Date: October 15, 2021



State of New Jersey  
Department of Banking and Insurance

**CERTIFICATE OF AUTHORITY**

Date: **May 01, 2021**

NAIC Company Code: **31194**

THIS IS TO CERTIFY THAT THE TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2022, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines
- 10 - Aircraft Physical Damage
- 11 - Other Liability
- 12 - Boiler and Machinery
- 13 - Fidelity and Surety
- 14 - Credit
- 15 - Burglary and Theft
- 16 - Glass
- 17 - Sprinkler Leakage and Water Damage
- 18 - Livestock
- 19 - Smoke or Smudge
- 02 - Earthquake
- 20 - Physical Loss to Buildings
- 21 - Radioactive Comtamination
- 27 - Municipal Bond
- 03 - Growing Crops
- 04 - Ocean Marine
- 05 - Inland Marine
- 06 - Workers Compensation and Employers Liability
- 07 - Automobile Liability Bodily Injury
- 08 - Automobile Liability Property Damage
- 09 - Automobile Physical Damage



MARLENE CARIDE

COMMISSIONER OF  
BANKING AND INSURANCE

COMPANY NAME: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA NAIC COMPANY CODE: 31194

STATUTORY HOME ADDRESS:  
**ONE TOWER SQUARE  
HARTFORD, CT 06183**

SPECIAL CONDITIONS:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

AS FILED IN THE STATE OF NEW JERSEY

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 239,403,348	UNEARNED PREMIUMS	\$ 1,121,070,380
BONDS	3,831,156,861	LOSSES	1,003,200,666
STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,346,878
INVESTMENT INCOME DUE AND ACCRUED	38,856,709	COMMISSIONS	48,805,683
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,581,421
PREMIUM BALANCES	277,653,768	OTHER EXPENSES	42,506,558
NET DEFERRED TAX ASSET	65,188,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,865,484
REINSURANCE RECOVERABLE	32,553,618	REMITTANCES AND ITEMS NOT ALLOCATED	8,646,361
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,876,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,155,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,830,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	568,668
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,534,855,020</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,603,760
		OTHER SURPLUS	1,650,760,847
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 2,061,084,607</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,625,889,627</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,625,889,627</b>

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

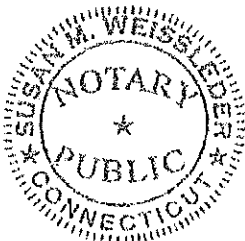
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

*Michael J. Doody*  
 VICE PRESIDENT - FINANCE

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 26TH DAY OF MARCH, 2021

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2022



**Town of Phillipsburg  
Resolution 2025-177  
RESOLUTION REJECTING ALL BIDS FOR THE SOUTH MAIN MID-BLOCK  
CROSSWALK IMPROVEMENTS**

**WHEREAS**, the Town of Phillipsburg received bids for the South Main Mid-Block Crosswalk Improvements (hereinafter referred to as "Project"); and

**WHEREAS**, two (2) bids were received on June 26, 2025 bids for the project with the lowest bid was submitted for \$85,375.00 pursuant to the attached bid tabulation; and

**WHEREAS**, the lowest bid was submitted for \$85,375.00 exceeded the Engineer's estimate of \$49,840.50 pursuant to the attached bid tabulation; and

**WHEREAS**, pursuant to N.J.S.A 40A:11-13.2.a states said rejection is just cause to reject all bids received for the rehabilitation of the project; and

**WHEREAS**, it is the desire of the Town of Phillipsburg to reject all bids received on June 26, 2025 for exceeding the engineer's estimate; and

**NOW THEREFORE IT BE RESOLVED**, by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that it hereby rejects all bids received for the project for the reasons set forth in this resolution.

**BE IT FURTHER RESOLVED** that the Acting Clerk is hereby authorized to return all bid bonds currently held for the project and notify bidders of bid rejection.

**Certification**

I, Susan Turner, 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 the meeting held September 10, 2025.

---

Susan Turner, Acting Municipal Clerk

September 5, 2025

Craig Broton  
Business Administrator  
Town of Phillipsburg

Re: Recommendation of Rejection of Bids  
South Main Mid-Block Crosswalk Improvements  
Town of Phillipsburg  
Project No. 9110034

Dear Mr. Broton,

On June 26, 2025, bids were received and opened for the above referenced project. There were two (2) bids received, AA Berms LLC. of Bellville, NJ is the lowest responsible bidder with a total bid of \$85,375.00. The lowest responsible bid exceeds the Engineers Estimate and available funds for this project, as such its recommend to reject all bids.

There was a summation error found with AA Berms base bid that increased their total by \$45.00 and there was error with Diamond Construction bid that decreased their base bid by \$100.00, neither bid tabulation error changed the lowest bidder results.

Please advise should there be any questions.

Very truly yours,  
**Van Cleef Engineering Associates**

*Timothy M. O'Brien*  
Timothy M. O'Brien, PE, PP, CME  
Associate/ Senior Professional Engineer

CC: CFO, Purchasing, Town Attorney, Mayor

f:\projects\91100 - phillipsburg\91110 - ci roads\034 south main mid-block crosswalk\letters\2025-09-05 - rejection recommendation - south main crosswalk.docx

**OFFICE LOCATIONS**

[www.vancleefengineering.com](http://www.vancleefengineering.com)

Hillsborough, NJ  
908-359-8291

Mt. Arlington, NJ  
862-284-1100

Phillipsburg, NJ  
908-454-3080

Doylestown, PA  
215-345-1876

Pottstown, PA  
610-323-4040

Hamilton, NJ  
609-689-1100

Toms River, NJ  
732-573-0490

Freehold, NJ  
732-303-8700

Bethlehem, PA  
610-332-1772

**BID TALLY SHEET**

Date: 06/28/2026  
 South Main St. Crosswalk  
 9110034  
 Town Of Phillipsburg  
 Warren County

Engineers Estimate

A  
 Bell  
 Ji  
 8  
 Juan

ITEM NO.	DESCRIPTION	APPROX.		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	
		QTY	UNIT				
1	BREAKAWAY BARRICADE	5	UN	\$ 60.00	\$ 300.00	\$	
2	DRUM	5	UN	\$ 30.00	\$ 150.00	\$	
3	TRAFFIC CONE	50	UN	\$ 1.50	\$ 75.00	\$	
4	CONSTRUCTION SIGNS	300	SF	\$ 10.00	\$ 3,000.00	\$	
5	TRAFFIC DIRECTOR, POLICE OFFICER	1	ALLOWANCE	\$ 15,000.00	\$ 15,000.00	\$ 15,000	
6	CONCRETE SIDEWALK, 4" THICK	24	SY	\$ 104.50	\$ 2,508.00	\$ 60	
7	CONCRETE SIDEWALK, REINFORCED 6" THICK	20	SY	\$ 105.00	\$ 2,100.00	\$ 60	
8	HOT MIX ASPHALT DRIVEWAY, 6" THICK	15	SY	\$ 75.00	\$ 1,125.00	\$ 10	
9	DENSE GRADED AGGREGATE (NJ TRANSIT DRIVEWAY)	17	SY	\$ 35.00	\$ 595.00	\$ 5	
10	DETECTABLE WARNING SURFACE	2	SY	\$ 390.00	\$ 780.00	\$ 1,00	
11	9" X 18" CONCRETE VERTICAL CURB	30	LF	\$ 45.00	\$ 1,350.00	\$ 20	
12	TRAFFIC STRIPES, 4"	25	LF	\$ 2.50	\$ 62.50	\$ 3	
13	TRAFFIC MARKING LINES, 24"	65	LF	\$ 15.00	\$ 975.00	\$ 4	
14	REGULATORY AND WARNING SIGNS	18	SF	\$ 80.00	\$ 1,440.00	\$ 6	
15	BREAKAWAY SIGN POST	2	UN	\$ 275.00	\$ 550.00	\$ 30	
16	JUNCTION BOX (17"X30")	4	UN	\$ 1,100.00	\$ 4,400.00	\$ 1,00	
17	2" RIGID NONMETALLIC CONDUIT	40	LF	\$ 20.00	\$ 800.00	\$ 8	
18	GROUND WIRE, NO. 8 AWG	245	LF	\$ 5.00	\$ 1,225.00	\$	
19	#8 COPPER CONDUCTOR	490	LF	\$ 5.00	\$ 2,450.00	\$	
20	#10 COPPER CONDUCTOR	490	LF	\$ 5.00	\$ 2,450.00	\$	
21	TOPSOIL SPREADING 4" THICK	15	SY	\$ 11.00	\$ 165.00	\$	
22	FERTILIZING AND SEEDING, TYPE A-3	15	SY	\$ 3.00	\$ 45.00	\$	
23	STRAW MULCHING	15	SY	\$ 3.00	\$ 45.00	\$	
<b>BASE BID AMOUNT</b>					<b>\$</b>	<b>41,590.50</b>	

**ALTERNATE BID A - SOUTH MAIN STREET CROSSWALK**

ITEM	APPROX.	UNIT	EXTENDED	UNIT
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**BID SCENARIOS**

Date: 06/24/2025  
 South Main Street Crosswalk  
 9110034  
 Town of Phillipsburg  
 Warren County

Engineers Estimate

B  
 A  
 Bell  
 Jr  
 8  
 Juan

BASE BID + ALTERNATE BID A	\$	45,660.50	\$
BASE BID + ALTERNATE BID B	\$	49,840.50	\$

*TIMOTHY M. O'BRIEN*

Signature

TIMOTHY M. O'BRIEN

N.J. Professional Engineer Lic. #24GE05442500

**Town of Phillipsburg  
Resolution 2025-178**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR PROFESSIONAL  
SERVICES WITH VAN CLEEF ENGINEERING ASSOCIATES, LLC FOR  
ENGINEERING SERVICES FOR HUDSON STREET PHASE 4 IMPROVEMENTS**

**WHEREAS**, the Town of Phillipsburg has a need to acquire professional services for inspection and construction administration for the Hudson Street Phase 4 Improvements (hereinafter referred to as "Project"); 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**, Van Cleef Engineering Associates, LLC has submitted a proposal dated August 16, 2025, to provide engineering services related to the Project, which is attached hereto and made part hereof; and

**WHEREAS**, the value of these services is NOT TO EXCEED the sum of \$32,000.00; and

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

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

**NOW THEREFORE IT BE RESOLVED**, by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that Mayor and Acting Municipal Clerk are authorized to enter into a Contract with Van Cleef Engineering Associates, LLC, for an amount NOT TO EXCEED the sum of \$32,000.00.

**BE IT FURTHER RESOLVED** that the Acting Clerk is hereby authorized and direct to cause 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 area available for public inspection.

**Certification**

I, Susan Turner, 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 the meeting held September 10, 2025.

---

Susan Turner, Acting Municipal Clerk

August 16, 2025

Craig Brotons  
Business Administrator  
Town of Phillipsburg  
120 Filmore Street  
Phillipsburg, New Jersey 08865

**RE: Town of Phillipsburg  
Hudson Street Phase 4  
2023 NJDOT Municipal Aid Grant  
Inspection and Construction Administration Services Proposal  
Our Project Number 9110.038**

Dear Mr. Brotons:

In accordance with your request, Van Cleef Engineering Associates is pleased to present to you with our proposal for Inspection and Construction Administration Services for the above-referenced project.

To accomplish the above, we offer the following Scope of Services for your consideration:

**Task 2.0 – Construction Inspection and Construction Administration**

Van Cleef Engineering Associates will provide the necessary construction administration and inspection services as required during the construction of the proposed improvements as follows:

- Coordinate a pre-construction meeting with the successful bidder and other interested parties.
- Obtain DOT approval for construction to start
- Provide inspection services for the project during the construction stage, which will consist of full time (average ten (10) hours per day) inspection as necessitated by the work being performed. We estimate the construction time to span 30 calendar days and additional time for project closeout with NJDOT
- Review of payments to the contractor will be made and coordinated with the appropriate Town Officials, grant source and grant coordinator.
- Perform office construction administration services including shop drawing review, change order preparation, progress and final payments, punchlist preparation, NJDOT grant administration, coordination for material testing, additional support services to ensure project completion is obtained, coordination with Town departments and Administration and review of inspection reports.

**OFFICE LOCATIONS**

[www.vancleefengineering.com](http://www.vancleefengineering.com)

Hillsborough, NJ  
908-359-8291

Mt. Arlington, NJ  
862-284-1100

Phillipsburg, NJ  
908-454-3080

Doylestown, PA  
215-345-1876

Pottstown, PA  
610-323-4040

Hamilton, NJ  
609-689-1100

Toms River, NJ  
732-573-0490

Freehold, NJ  
732-303-8700

Bethlehem, PA  
610-332-1772

Van Cleef Engineering Associates services during the construction phase are intended to provide the Client with a greater degree of confidence that the completed work of the Contractor will conform in general to the approved plans and related documents. Van Cleef Engineering Associates shall not, during visits to the project site or as a result of observation of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Van Cleef Engineering Associates have authority over or responsibility for the means, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, Ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Contractor is solely responsible for the safety of Contractor's workers and for construction site safety. Van Cleef Engineering Associates neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**Fee Schedule**

The Fee Schedule which includes all of the tasks outlined in the above-referenced Scope of Services for the project is as follows:

<b><u>Task 2.0 – Inspection and Construction Administration</u></b>	<b><u>Cost Not Exceed</u></b>	<b><u>\$32,000.00</u></b>
	<b>Cost Not Exceed</b>	<b>\$32,000.00</b>

Should the contractor extend their working hours beyond the anticipated 30 day period/hours per day a request for additional funding may be required/requested.

---

The above proposal does not include within the above quoted price the following:

- Any engineering studies (i.e. Traffic, Geotechnical, Drainage, Environmental, etc.) not required as part of the above Scope of Services.
- Any Cultural resource studies.
- Any permits
- Application or Review Fees to any outside agencies.
- Test pits for utility verification or other subsurface investigation.
- Stakeout, As-built or record plan preparation.
- Material and laboratory testing.
- Construction layout.
- UST investigation or removal.

If any of the above additional work is required, we will prepare separate proposals upon request. Any work not specifically outlined in this proposal can be provided on a time and material basis in accordance with our current schedule of hourly billing rates, but only with your consent.

Van Cleef Engineering Associates proposes to invoice the Town of Phillipsburg, monthly, on a "percentage complete" basis. Terms & conditions will be in accordance to our standing contract with the Town of Phillipsburg.

Should you have any questions or require additional information with regard to this proposal, please do not hesitate to contact our office. We appreciate being given this opportunity to submit this proposal to you and look forward to working on this important project.

---

Should this proposal be acceptable, please sign and date both originals and return one (1) to our office.

Very truly yours,  
**Van Cleef Engineering Associates.**

*Timothy O' Brien*

Timothy O' Brien, PE, PP, CME  
Associate/ Senior Professional Engineer

cc: Mayor Randy Piazza Jr.  
Council (Via Business Administrator)  
Robert Merlo, CFO  
Richard Wenner, Esq.

Accepted: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

f:\projects\9100 - phillipsburg\9110 - ci roads\038 hudson st phase 4\proposal\2025-08-16 - vcea proposal hudson street 4 - inspection and admin.doc

**Town of Phillipsburg**

**Resolution 2025-179**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES  
WITH RT ENVIRONMENTAL SERVICES, INC. FOR SITE INVESTIGATION ACTIVITIES  
FOR 441 HECKMAN STREET (DPW COMPLEX)**

**WHEREAS**, the Town of Phillipsburg has a need to acquire professional services related the conducting of site investigation activities for 441 Heckman Street (DPW complex) (hereinafter referred to as "Project"); and

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

**WHEREAS**, RT Environmental Services has submitted a proposal dated July 9, 2025, to provide environmental engineering services related to the Project, which is attached hereto and made part hereof; and

**WHEREAS**, the value of these services is NOT TO EXCEED the sum of \$22,910.00; and

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

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

**NOW THEREFORE IT BE RESOLVED**, by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that Mayor and Acting Municipal Clerk are authorized to enter into a Contract with RT Environmental Services, Inc., for an amount NOT TO EXCEED the sum of \$22,910.00.

**BE IT FURTHER RESOLVED** that the Acting Clerk is hereby authorized and direct to cause 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 area available for public inspection.

**CERTIFICATION**

I, Susan Turner, 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 the meeting held September 10, 2025.

---

Susan Turner, Acting Municipal Clerk



July 9, 2025

Business Administrator  
Town of Phillipsburg  
120 Filmore Street  
Phillipsburg, NJ 08865  
Ph: (908) 454-5500, Ext. 390  
[mnoel@phillipsburgnj.org](mailto:mnoel@phillipsburgnj.org)

**RE: PROPOSAL FOR UST SITE INVESTIGATION & LSRP SERVICES  
PHILLIPSBURG ARMORY SITE  
441 HECKMAN STREET  
PHILLIPSBURG, NEW JERSEY  
RT PROPOSAL #25-0301**

Dear Business Administrator:

RT Environmental Services, Inc. (RT) is pleased to submit this proposal to complete the appropriate Site Investigation activities related to the former underground storage tanks (USTS) located at the above-referenced property (Site). RT understands that the Town of Phillipsburg was recently named as the responsible party for closing out several historic underground storage tanks (USTs) which were previously utilized at the Site. RT previously conducted a preliminary review of UST information on NJDEP's dataminer website, and there was some conflicting information with respect to the locations of the tanks, their contents, and their removal dates. Subsequently, RT submitted an NJDEP file review request to obtain hard copy reports for the former USTs at the Site. Based on RT's review of the UST files provided by NJDEP, it has been determined that there are a total of eight former UST areas at the Site for which Site Investigation activities will be required. Copies of the tank listings and a figure depicting the former locations of the UST's are provided in **Attachment 1** of this proposal.

Site investigation activities will include completion of a soil boring investigation to obtain soil samples in the locations of the former USTs for appropriate laboratory analysis. Following the investigation, an RT LSRP will be retained to the case for appropriate submittals and case closeout. All work will be conducted in accordance with NJDEP Contaminated Site Remediation and Redevelopment (CSRR) requirements and in accordance with the 7:26E, the NJDEP Technical Requirements for Site Remediation (TRSR).

Based on this information, RT proposes the following scope of work:

#### **Scope of Work**

- RT will conduct an initial site inspection to located the former UST areas and mark out the proposed boring locations ahead of drilling.
- A Geophysical Survey will be conducted using Ground Penetrating Radar in the work areas prior to the installation of soil borings in order to scan for the presence of utilities or subsurface anomalies and clear all soil borings prior to drilling.
- Upon completion of the Geophysical Investigation, RT will mobilize a Geoprobe drilling rig and operator to the site to install 22 soil borings in the former UST areas. This is the minimum number of soil borings required to obtain the appropriate number of samples in accordance with the TRSR requirements for an UST Site Investigation. Soil borings will be installed to depths of up to 15 feet below ground surface (bgs).
- One soil sample will be collected from each soil boring for appropriate laboratory analysis corresponding to the former contents of the UST being investigated. A total of 22 soil samples will be collected and will be submitted to an NJDEP certified laboratory for analysis as follows:



- o Tank E1 – 3 soil samples for volatile organic compounds (VOC +10) and tert-butyl alcohol (TBA)
  - o Tank E2 – 3 soil samples for extractable petroleum hydrocarbons (EPH) Category 1 and 25% of samples with concentrations over 1,000 mg/kg to be analyzed for naphthalene and 2-methylnaphthalene.
  - o Tank E3 - 3 samples for EPH Category 1 and 25% of samples with concentrations over 1,000 mg/kg to be analyzed for naphthalene and 2-methylnaphthalene.
  - o Tank E4 – 2 samples for EPH Category 2 and 25% of samples where EPH is detected will be analyzed for VOCs, semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and target analyte list (TAL) Metals.
  - o Tank E5 – 2 samples for EPH Category 2 and 25% of samples where EPH is detected will be analyzed for VOCs, semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and target analyte list (TAL) Metals.
  - o Tank E6 – 4 samples for EPH Category 1 and 25% of samples with concentrations over 1,000 mg/kg to be analyzed for naphthalene and 2-methylnaphthalene.
  - o Tank E7 - 3 samples for EPH Category 2 and 25% of samples where EPH is detected will be analyzed for VOCs, semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and target analyte list (TAL) Metals.
  - o Tank E8 – 2 samples for EPH Category 2 and 25% of samples where EPH is detected will be analyzed for VOCs, semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and target analyte list (TAL) Metals.
- Upon receipt of laboratory analytical results, RT will prepare an appropriate Site Investigation (SI) Report detailing the investigation and findings. This report will be submitted to the NJDEP along with required Receptor Evaluation.
  - Mr. Justin Lauterbach will retain to the open NJDEP case as the LSRP prior to submitting the SI Report and Receptor Evaluation to the NJDEP. Assuming that the results of the SI activities do not show the presence of any impacts, the LSRP will then issue the appropriate Unrestricted Use Response Action Outcome (RAO) document to close out the case with NJDEP. Should contamination be identified, additional investigation activities and preparation of additional reports will be required, the scope and costs for which will be submitted under separate cover.

**Cost**

To complete the above referenced scope of work, RT estimates a total fee of **\$22,910**. All work will be completed in accordance with RT's General Terms and Conditions, a copy of which is attached. The estimated cost breakdown is as follows:

**Cost Breakdown**

Initial Site Visit/UST Markout	\$ 650
Geophysical Investigation (1 day)	\$2,240
Geophysical Oversight (1 day)	\$ 960
Drill Rig and Operator (22 borings - 2 days)	\$5,460
RT Drilling Oversight and Soil Sampling	\$1,760
Lab Analytical (22 samples as indicated above per NJDEP requirements)	\$4,215
Prepare SI Report	\$2,865
LSRP Retention	\$ 650
Receptor Evaluation Prep	\$1,460
NJDEP Forms and RAO Issuance	<u>\$2,650</u>
<b>Total Estimated Fee</b>	<b>\$22,910</b>

Business Administrator  
July 9, 2025  
RT Proposal #25-0301  
Page 2

**Notes/Assumptions:**

1. *This proposal assumes that no contamination will be identified during SI activities. Should impacts be identified, additional investigation and reporting to NJDEP may be required, costs for which will be submitted under separate cover.*
2. *The scope of work and estimate above assumes that no new areas of concern or other significant impacts not already known will be discovered during any of the site work.*
3. *NJDEP fees have not been included as part of this scope.*

**Schedule**

RT can begin scheduling this work immediately upon your authorization to proceed. Dependent upon driller availability, these tasks could occur within 2 to 3 weeks of proposal approval. Laboratory turnaround time is typically 10 business days from the date samples are received by the laboratory. The SI Report will be prepared and submitted to NJDEP within 30 days of receipt of analytical results from the laboratory.

We appreciate the opportunity to be considered for this assignment.

Respectfully submitted,

**RT ENVIRONMENTAL SERVICES, INC.**



Justin R. Lauterbach, QEP, LSRP  
President

CC: S. Capito – RT

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

**UST Site Investigation and LSRP Services \$22,910**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

Business Administrator  
July 9, 2025  
RT Proposal #25-0301  
Page 2

**ATTACHMENT 1**

**UNDERGROUND STORAGE TANK INFORMATION AND FIGURE**

# UST TANK SUMMARY

5/8/25 12:21 PM

Site Coordinates	
X	Y
303386	678430

Preferred ID Number: 000677

PHILLIPSBURG ARMORY NJDMDVA

Terminated

Expiration Date: 6/30/99

Tank ID	Tank No	Tank Size/Units	Tank Contents	Tank Status	Tank Status Date
TANK-1	E1 ✓		2000 Unleaded Gasoline	Removed	1/1/98
TANK-2	E2 ✓		2000 Medium Diesel Fuel (No. 2-D)	Removed	1/1/98
TANK-3	E3 ✓		2000 Heating Oil (No. 2)	Removed	9/10/90
TANK-4	E4 ✓		500 Waste Oil	Removed	6/17/98
TANK-48599	E8 ✓		550 Waste Oil	Removed	3/8/10
TANK-5	E5 ✓		550 Waste Oil	Removed	1/1/98
TANK-6	E7 ✓		2000 Waste Oil	Removed	6/22/92
TANK-8	00E6 ✓		6650 Heating Oil (No. 2)	Removed	1/1/98



# RT GENERAL TERMS AND CONDITIONS

## 1. SCOPE OF SERVICES AND ADDITIONAL SERVICES

All services provided by "RT Environmental Services, Inc." ("RT"), regardless of commencement date, will be covered by this Agreement (which includes the RT proposal and these General Terms and Conditions). The attached proposal is valid for thirty (30) days after which it may be adjusted to reflect changes in cost, scope, schedule, and workload. CLIENT has reviewed this Agreement in detail and agrees that the services are appropriate to meet CLIENT's needs and requirements. Unless modified in writing by the parties, the duties of RT shall not be construed to exceed those Services specifically set forth in the proposal. However, if requested by the CLIENT and agreed to by RT in writing, RT will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed in writing, the CLIENT shall pay RT for the performance of any Additional Services an amount based upon RT's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

## 2. STANDARD OF CARE

RT's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). RT will exercise reasonable professional care in its efforts to comply with laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by RT or is presumed given by RT under this Agreement or in any report, opinion, or any other document prepared by RT or otherwise.

## 3. INVOICING AND PAYMENTS

RT will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify RT within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and RT will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower. In the event of a suspension of services or termination of the Agreement by RT in accordance with Section 14 of these General Terms and Conditions, RT will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from RT'S compensation to impose a penalty or damages on RT, or to offset sums requested by or paid to contractors for the cost of changes in their work unless RT agrees or has been found liable for the amounts. RT shall have no responsibility or liability in connection with the Services, and CLIENT shall have no right to rely on any report or other materials delivered, until all invoices have been paid in full. RT shall be entitled to all legal fees, including but not limited to attorney's fees and any costs associated with any attempt to collect on unpaid invoices associated with the Services.

## 4. JOBSITE SAFETY AND CONTROL OF WORK

RT will take reasonable precautions to safeguard its own employees and those for whom RT is legally responsible. Except as otherwise expressly agreed to in writing by RT, RT will have no responsibility for the safety of any entity or person other than RT and its employees. Neither the professional activities of RT nor the presence of RT's employees and subcontractors at the Project site will be construed to confer upon RT any responsibility for any activities on site performed by personnel other than RT's employees and subcontractors. The CLIENT agrees that RT will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants, or employees.

## 5. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all information reasonably necessary for completion of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to RT all studies, plans, or other documents pertaining to the project in the client's possession, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land-use information, upon all of which RT may rely; (iv) review all documents or oral reports presented by RT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of RT; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of RT's services; (vi) give prompt written notice to RT whenever the CLIENT becomes aware of any development that affects the scope and timing of RT's services or any defect or noncompliance in any aspect of the project; and (vii) bear all costs incident to the responsibilities of the CLIENT including any government or permit fees unless expressly indicated in RT's proposal. RT will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

## 6. PROPERTY ACCESS/RIGHT OF ENTRY

The CLIENT shall provide for right of entry in order for RT to perform its services. While RT will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement

unless specifically provided in the proposal. Client shall indemnify, defend, and hold harmless RT and its subcontractors from any and all claims, actions, or liabilities arising out of claims that access by RT or its subcontractors was unauthorized.

## 7. EXISTING CONDITIONS AND SUBSURFACE RISKS

Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that RT interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations, or explorations are made by RT and that the data, interpretation, and recommendations of RT are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter conditions. RT shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT. RT shall not be responsible for any existing conditions.

RT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold RT harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to RT's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

## 8. HAZARDOUS MATERIALS/WASTES

Unless otherwise expressly set out in the proposal, the parties acknowledge that RT'S scope of services does not include any services related to a hazardous environmental condition (e.g., asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such unknown condition shall be considered a changed condition and RT may suspend its services until the CLIENT has resolved the condition or to modify its proposal.

Where drilling/exploration activities are conducted, the cost of disposing of contaminated drill cuttings or fluids is not included. Once such materials are generated, if such materials are deemed to be potentially contaminated, RT will make appropriate recommendations for sampling, analysis, and management or disposal of such materials and obtain Client approval for any costs associated with such materials before proceeding. Client agrees that RT is not the generator or owner of any wastes derived from the project.

## 9. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by RT while performing services under this agreement remain the property and responsibility of the CLIENT. Notwithstanding, RT may dispose of Samples in its possession after ninety (90) calendar days unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all title and responsibility for Samples shall remain with the CLIENT.

## 10. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by RT and all electronic media prepared by RT are considered its project Deliverables to which RT retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of RT's Deliverables. All Deliverables provided by RT to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without RT's prior written authorization is strictly prohibited. If the CLIENT distributes, reuses, or modifies RT's Deliverables without the prior written authorization of RT, or uses RT's Deliverables to complete the project without RT'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release RT, its officers, directors, employees and subcontractors from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold RT harmless from all claims, costs and expenses, including the cost of defense, related thereto. RT will not sign any documents that certify the existence of conditions whose existence RT cannot ascertain, or execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

## 11. OPINION OF COST

Consistent with the Standard of Care in Section 2 of these General Terms and Conditions, any opinions rendered by RT as to costs, including, but not limited to, the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. RT does not guarantee that actual costs will not vary from its opinions of cost.

## 12. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that RT has the authority to use its name as the CLIENT and a general description of the Project in marketing its services

## RT GENERAL TERMS AND CONDITIONS

### 13. RELIANCE

Client understands that Services governed by this Agreement are strictly for its sole use and benefit. The parties expressly agree that no third party, including, but not limited to, any heirs, devisees, representatives, successors, unapproved assignee, affiliates, and subsidiaries of the parties or any partnership, corporation or other entity controlled by the parties or which control the parties, may rely on or raise any claim relating to the Services or this Agreement, unless a specific reliance letter is provided by RT.

### 14. TERMINATION

Except as otherwise provided in this Agreement, either party may provide notice of default hereunder upon five (5) calendar days' written notice should the other party fail substantially to perform in accordance herewith through no fault of the party providing the notice. If the defaulting party fails to cure its default within five additional (5) calendar days, the non-defaulting party may terminate the Agreement. Failure of the CLIENT to make payments to RT in accordance with this Agreement shall be considered default hereunder and grounds for termination or suspension of services at RT's option after such initial five (5) day notice period or anytime thereafter. In the event of termination, RT will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses. Paragraphs 2, 3, 7, 16, 17, 18, 19, 20 and 23 shall survive termination.

### 15. INSURANCE

RT agrees to maintain workers' compensation insurance as required by law and general liability (including contractor's pollution liability), automobile and professional liability insurance with minimum limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request. The CLIENT agrees that it will require the construction manager, general contractor or, if the CLIENT has not retained a construction manager or general contractor, the contractor(s) responsible for performing the work reflected by or relating to RT's services on the Project, to name RT as an additional insured on its Commercial General Liability Insurance.

### 16. INDEMNIFICATION

Subject to the provisions of Section 17 of these General Terms and Conditions, RT agrees to indemnify, hold harmless and, except for professional liability claims, defend the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, and shareholders, employees and agents for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of RT in the performance of its services under this Agreement. RT will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, contractors, or subcontractors.

To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless RT and RT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, employees and agents for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which RT may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which RT does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which RT reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom RT has no control; (iv) the transport, treatment, removal or disposal of all samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by RT.

### 17. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of RT and its officers, directors, partners, employees, agents, and subcontractors, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the amount of RT's insurance provided for in Section 15 above.

### 18. WAIVER OF CONSEQUENTIAL DAMAGES

RT and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, business opportunity, for claims, disputes, or other matters arising out of or relating to the services provided by RT regardless of the legal theory for such claim or dispute.

### 19. FORCE MAJEURE

RT will not be responsible or liable for any delays in performance or failure of performance related to any force majeure event, including but not limited to fire, flood, explosion, the elements, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain

materials or services, or delays caused by the CLIENT, its agents, contractors, or subcontractors or employees, or any governmental regulation or agency, or for any other reason beyond the reasonable control of RT.

### 20. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. The CLIENT may not assign or transfer this Agreement without the prior written consent of RT. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party hereto, as a third-party beneficiary or otherwise.

### 21. NO WAIVER

The failure of either party to exercise any right or remedy hereunder or to take any action permitted on a breach by the other party shall not be deemed a waiver of such right or remedy or of any other rights or subsequent breach of a like or different nature.

### 22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of RT that issued the Proposal is located, without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction.

### 23. DISPUTE RESOLUTION

RT and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of RT that issued the Proposal is located. RT and CLIENT waive any right to a trial by jury.

All actions commenced hereunder, whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of RT's services, after which such claims are deemed waived.

If the CLIENT asserts a claim against RT relating to allegations of professional negligence in performance of RT'S services hereunder, RT will be entitled to reimbursement of any costs incurred by RT in the defense of such claim, to the extent RT is successful in its defense.

### 24. SEVERABILITY

If any term or provision of this Agreement, or any part thereof, is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement and the remainder of the Agreement shall be interpreted in accordance with the parties' intent to the maximum extent permissible by law.

### 25. ENTIRE AGREEMENT

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and RT's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto. In the event of any conflict between these General Terms and Conditions, and any other document relating to work by RT, these General Terms and Conditions shall apply unless the conflicting document(s) specifically supersede specific provisions hereof.



rtenv.com

**RT Environmental Services, Inc.**

Philadelphia • Pittsburgh • Swedesboro, NJ

**Town of Phillipsburg**

**Resolution 2025-180**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES  
WITH RT ENVIRONMENTAL SERVICES, INC. FOR SITE INVESTIGATION ACTIVITIES  
FOR BRAINARD STREET PARK**

**WHEREAS**, the Town of Phillipsburg has a need to acquire professional services related the conducting of site investigation activities for Brainard Street Park (hereinafter referred to as "Project"); and

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

**WHEREAS**, RT Environmental Services has submitted a proposal dated August 20, 2025, to provide environmental engineering services related to the Project, which is attached hereto and made part hereof; and

**WHEREAS**, the value of these services is NOT TO EXCEED the sum of \$27,774.00; and

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

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

**NOW THEREFORE IT BE RESOLVED**, by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that Mayor and Acting Municipal Clerk are authorized to enter into a Contract with RT Environmental Services, Inc., for an amount NOT TO EXCEED the sum of \$27,774.00.

**BE IT FURTHER RESOLVED** that the Acting Clerk is hereby authorized and direct to cause 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 area available for public inspection.

**Certification**

I, Susan Turner, 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 the meeting held September 10, 2025.

---

Susan Turner, Acting Municipal Clerk



August 20, 2025

Mr. Matthew Noel, Recreation Director  
Town of Phillipsburg  
120 Filmore Street  
(908) 454-550 Ext. 390  
Email: [mnoel@phillipsburgnj.org](mailto:mnoel@phillipsburgnj.org)

**RE: PROPOSAL FOR SOIL DELINEATION ACTIVITIES AND LSRP SERVICES  
BRAINARD STREET PARK  
BLOCK 923 LOT 9  
81-99 BRAINARD STREET  
PHILLIPSBURG, NEW JERSEY 08865  
RT PROPOSAL #25-0354**

Dear Mr. Noel,

RT Environmental Services, Inc. (RT) is pleased to submit this proposal for Soil Delineation and associated Licensed Site Remediation Professional (LSRP) Services to be completed at the above-referenced property, hereafter referenced to as "the Site". RT recently completed a Preliminary Assessment (PA) and limited Site Investigation (SI) activities for the Site which documented the following contaminated area of concern (AOC) that requires further investigation in order to satisfy the requirements of New Jersey Department of Environmental Protection (NJDEP) Green Acres program:

- **AOC-1: Historic Railroad** - The southern portion of the Site has been bordered by railroad tracks dating back to at least 1885. Historical fire insurance maps from 1916 to 1961 show that the railroad expanded its operations to intersect the southwestern portion of the Site during this time. Additionally, the Site was owned by the railroad company associated with the adjacent southern property from 1863 to 1955. An interview with a neighboring property owner, Mr. Conley, confirmed the presence of the railroad along the Site boundary into the early 1970s. The long-term presence of railroad operations adjacent to and partially within the Site raises potential concerns for contamination from substances typically associated with rail activity.

Soil analytical results associated with subsequent SI activities completed for the Site identified polychlorinated biphenyls (PCBs), beryllium, lead, and mercury at concentrations exceeding their respective, most stringent, NJDEP Soil Remediation Standards (SRSs). Based on this information, it appears that historic fill materials associated with the bordering railroad have impacted soils at the Site. RT utilized NJDEP's Synthetic Precipitation Leaching Procedure (SPLP) Calculator to generate site-specific Migration to Groundwater SRSs for beryllium and mercury of 0.88 milligrams per kilogram (mg/kg) and 0.55 mg/kg, respectively.

In accordance with NJDEP Historic Fill Guidance, RT recommends that additional soil delineation activities be completed for PCBs and lead in soil at the Site. RT also recommends that the historic fill impacted soil ultimately be addressed through NJDEP Contaminated Site Remediation & Redevelopment (CSRR) Program. Historic fill impacted soil will need to be addressed utilizing focused soil removal activities in conjunction with pathway elimination and the implementation of engineering



(i.e. clean soil cap) and institutional (i.e. deed notice) controls.

Based on this information above, the following scope of work is proposed:

### **PROPOSED SCOPE OF WORK**

#### ***Soil Delineation***

- Prior to soil delineation activities, RT will submit the appropriate notification to the New Jersey One Call system (NJ One Call). Soil delineation activities will be completed following a minimum three day response period.
- RT will mobilize a Geoprobe and Operator to the Site to advance up to twelve soil borings proximal to the footprint of the former rail spur at the Site, along the southern property boundary, to aid in soil delineation activities. The original three soil boring locations (SS-01 through SS-03) will be duplicated to determine the vertical extent of historical fill at the Site. The remaining soil borings (SS-04 through SS-12) will be advanced to determine the horizontal extent of historic fill at the Site. See **Figure 1** for proposed soil boring locations.
- Soil borings will be advanced at the direction of an RT Geologist/Soil Scientist to native soil materials or boring refusal, whichever is encountered first. Soils will be screened in the field using visual observations and a photo-ionization detector (PID) to determine the potential presence of volatile organic compounds (VOCs). Samples will be biased toward intervals that exhibit elevated PID readings or in areas exhibiting odors or other sign of impacts. In the event no impacts are identified, soil samples will be collected as follows:
  - In order to determine the vertical extent of historic fill at the Site, one soil sample will be collected from soil borings SS-01 through SS-03 and submitted to a NJ certified laboratory for analysis of total lead and aroclor 1248. Soil samples will be collected from the 6-inch interval below the historic fill/native soil material interface.
  - In order to appropriately horizontally delineate existing surface soils, one soil sample will be collected from soil borings SS-04 through SS-12 at a random 6-inch interval between 0 and 2 feet bgs and submitted to a NJ certified laboratory for analysis of total lead and aroclor 1248.
  - In accordance with NJDEP Historic Fill Guidance, 25% of the soil samples are required to be analyzed for of Target Compound List (TCL) polycyclic aromatic hydrocarbons (PAHs), Target Analyte List (TAL) metals, and Category 2 Extractable Petroleum Hydrocarbons (EPH). Based on this information, one soil sample will be collected from soil borings SS-01 through SS-03, SS-05, and SS-06 and submitted to a NJ certified laboratory for these analyses.
  - The three soil samples that exhibit the highest concentrations of lead at the Site will be submitted for analysis of SPLP lead to determine if lead will need to be a constituent included in the Historic Fill Classification Exception Area (CEA).
- A total of seventeen soil samples will be collected from the soil borings for laboratory analysis. All soil samples will be collected into laboratory supplied bottleware, placed on ice, and transported to a NJDEP certified laboratory for their appropriate analysis.
- Upon receipt of soil analytical results, a Summary Report will be prepared detailing the findings and results of the additional soil delineation activities. The Summary Report will also provide

alternative remedial options in order to establish a clean cap. A cost estimate for additional remedial activities will be submitted under separate cover, following soil delineation activities.

**LSRP Retention / NJDEP Reporting**

- An RT LSRP will be retained for the project by submitting an LSRP Retention or Dismissal form to the NJDEP. Following LSRP retention, a confirmed discharge notice (CDN) will be prepared and submitted to NJDEP in order to establish a CSRR Interest # for the Site.
- Following soil delineation activities, RT will prepare and submit a combined Remedial Investigation Report (RIR) and Remedial Action Workplan (RAW). The RIR will demonstrate that delineation of the identified contamination is complete, the RAW will propose appropriate capping of the impacted materials and hotspot excavation, if necessary.
- Once all remedial activities proposed and detailed in the RAW are completed, a Remedial Action Report (RAR) documenting completion of remediation will be prepared and submitted in accordance with NJDEP requirements.
- RT will prepare the required deed notice for the historic fill rail line area. The deed notice will be prepared in conjunction with preparation of the RAR. This notice will be required to be recorded at the County Recorder of Deeds Office prior to NJDEP submittal of the Remedial Action Permit (RAP) Application for Soil.
- RT will prepare the RAP application for soil for submittal to NJDEP. The RAP Application will demonstrate that the impacted historic fill is capped, and the cap will preclude direct contact with the impacted material.
- RT will also prepare the necessary NJDEP CSRR forms including, but not limited to, the appropriate remedial phase report submittal forms and the Historic Fill CEA Fact Sheet for groundwater.
- Upon NJDEP's approval of the RAP Application and issuance of the permit, the LSRP will issue the appropriate Restricted Use Response Action Outcome (RAO) for the identified historic fill at the site.

**COST**

All work will be conducted in accordance with RT's General Terms and Conditions, attached hereto. A cost breakdown is as follows:

*Soil Delineation*

Geoprobe and Operator ( <i>Soil investigation – 1 day</i> )	\$ 2,835
RT Oversight	\$ 960
Laboratory Analytical ( <i>12 soil samples for total lead and aroclor 1248 @ \$112 ea</i> )	\$ 1,344
<i>(5 soil samples for TCL PAHs, TAL Metals, EPH @ \$421 ea)</i>	\$ 2,105
<i>(3 soil samples for SPLP lead @ \$80 ea)</i>	\$ 240
Equipment & Expenses	\$ 425
Summary Report	\$ 2,320
<b>Subtotal</b>	<b>\$10,229</b>

*LSRP Services / NJDEP Reporting*

LSRP Retention / Confirmed Discharge Notification	\$ 870
Prepare RIR/RAW Report	\$ 4,385

Mr. Matthew Noel  
August 20, 2025  
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Historic Fill CEA Fact Sheet	\$ 2,600
RAP Application for Soil	\$ 1,860
NJDEP RAP Application Fee	\$ 1,625
Prepare RAR	\$ 2,885
Prepare Deed Notice	\$ 2,450
Restricted Use RAO Issuance	\$ 870
<b>Subtotal</b>	<b><u>\$17,545</u></b>
<b>Total Estimated Fee</b>	<b>\$27,774</b>

*Notes/Assumptions*

- 1. Additional remedial action activities (i.e. hotspot excavations, capping, etc.) are not included as part of this proposal. Following receipt of soil analytical results associated with soil delineation activities, RT will determine the appropriate remedial option for historic fill at the Site. A cost estimate of additional remedial actions will be submitted under separate cover.*
- 2. It is assumed that all excess drill cuttings will be returned to their respective boreholes or disposed onsite. As a result, it is not anticipated that any investigative-derived waste (IDW) will be generated. However, if impacts are observed and the drill cuttings need to be containerized for offsite disposal, material will be containerized in 55-gallon drums which will remain onsite, and RT will provide a proposal for the characterization and disposal of these drums under separate cover.*
- 3. If elevated PID readings are detected during soil screening activities, soil samples will also be analyzed for TCL VOCs. Should this occur, RT will notify the client and additional analysis will be charged at a rate of \$110 per sample.*
- 4. This proposal assumes that laboratory turnaround time (TAT) is the standard 5 to 7 business days. Should the client request an expedited TAT, the standard laboratory price of \$3,449 will increase at a rate of 75% for a two day TAT (\$6,035.75), 50% for a three day TAT (\$5,173.50), and 25% for a four day TAT (\$4,311.25).*
- 5. This proposal does not include the cost of any county recording fees related to the deed notice. Once these costs are determined, RT can pay the recording fee and invoice the town accordingly, if desired. The recording fee will be billed at cost + 12.5%.*

**SCHEDULE**

RT anticipates being able to mobilize to the Site within two weeks of authorization, pending driller availability. Fieldwork will require one day onsite. RT anticipates being able to produce the initial Summary Report within 5 business days following of receiving final laboratory analytical results.

We appreciate the opportunity to be of continued service on this project. Please call with any questions.

Respectfully submitted,  
**RT ENVIRONMENTAL SERVICES, INC.**

*Nicholas Lippincott*

Nicholas Lippincott, P.G  
Project Manager

CC: J. Lauterbach – RT

Mr. Matthew Noel  
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P.S. Please select the desired task(s), sign, and return a copy of this proposal to act as your authorization for RT to proceed.

_____ <b>All Tasks:</b>	<b>\$27,774</b>
_____ <b>Soil Delineation Task:</b>	<b>\$10,229</b>
_____ <b>LSRP Services / NJDEP Reporting Tasks:</b>	<b>\$17,545</b>

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

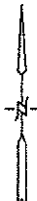
\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title



**LEGEND**

- Property Boundary
- Soil Boring Location
- Proposed Soil Boring Location



**RE** R1 Environmental Services, Inc.  
 215 West Church Road  
 Ring of Pines, PA 18406

**FIGURE 1**  
**PROPOSED SOIL SAMPLE LOCATION MAP**

81-99 Brainard St., Phillipsburg, NJ 08865

Prepared For:  
 Town of Phillipsburg  
 120 Filmore Street  
 Phillipsburg, NJ 08865

CHANGE	92301-02	AutoCAD FILE	ENGINEER	DESIGNER	DRAFTER/PERSON	NL
SCALE	1"=30'	DRAWING NUMBER			REVISION	
DATE	00/20/25					

## RT GENERAL TERMS AND CONDITIONS

### 1. SCOPE OF SERVICES AND ADDITIONAL SERVICES

All services provided by "RT Environmental Services, Inc." ("RT"), regardless of commencement date, will be covered by this Agreement (which includes the RT proposal and these General Terms and Conditions). The attached proposal is valid for thirty (30) days after which it may be adjusted to reflect changes in cost, scope, schedule, and workload. CLIENT has reviewed this Agreement in detail and agrees that the services are appropriate to meet CLIENT's needs and requirements. Unless modified in writing by the parties, the duties of RT shall not be construed to exceed those Services specifically set forth in the proposal. However, if requested by the CLIENT and agreed to by RT in writing, RT will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed in writing, the CLIENT shall pay RT for the performance of any Additional Services an amount based upon RT's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

### 2. STANDARD OF CARE

RT's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). RT will exercise reasonable professional care in its efforts to comply with laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by RT or is presumed given by RT under this Agreement or in any report, opinion, or any other document prepared by RT or otherwise.

### 3. INVOICING AND PAYMENTS

RT will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify RT within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and RT will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower. In the event of a suspension of services or termination of the Agreement by RT in accordance with Section 14 of these General Terms and Conditions, RT will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from RT'S compensation to impose a penalty or damages on RT, or to offset sums requested by or paid to contractors for the cost of changes in their work unless RT agrees or has been found liable for the amounts. RT shall have no responsibility or liability in connection with the Services, and CLIENT shall have no right to rely on any report or other materials delivered, until all invoices have been paid in full. RT shall be entitled to all legal fees, including but not limited to attorney's fees and any costs associated with any attempt to collect on unpaid invoices associated with the Services.

### 4. JOBSITE SAFETY AND CONTROL OF WORK

RT will take reasonable precautions to safeguard its own employees and those for whom RT is legally responsible. Except as otherwise expressly agreed to in writing by RT, RT will have no responsibility for the safety of any entity or person other than RT and its employees. Neither the professional activities of RT nor the presence of RT's employees and subcontractors at the Project site will be construed to confer upon RT any responsibility for any activities on site performed by personnel other than RT's employees and subcontractors. The CLIENT agrees that RT will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants, or employees.

### 5. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all information reasonably necessary for completion of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to RT all studies, plans, or other documents pertaining to the project in the client's possession, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land-use information, upon all of which RT may rely; (iv) review all documents or oral reports presented by RT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of RT; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of RT's services; (vi) give prompt written notice to RT whenever the CLIENT becomes aware of any development that affects the scope and timing of RT's services or any defect or noncompliance in any aspect of the project; and (vii) bear all costs incident to the responsibilities of the CLIENT including any government or permit fees unless expressly indicated in RT's proposal. RT will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

### 6. PROPERTY ACCESS/RIGHT OF ENTRY

The CLIENT shall provide for right of entry in order for RT to perform its services. While RT will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement

unless specifically provided in the proposal. Client shall indemnify, defend, and hold harmless RT and its subcontractors from any and all claims, actions, or liabilities arising out of claims that access by RT or its subcontractors was unauthorized.

### 7. EXISTING CONDITIONS AND SUBSURFACE RISKS

Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that RT interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations, or explorations are made by RT and that the data, interpretation, and recommendations of RT are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter conditions. RT shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT. RT shall not be responsible for any existing conditions.

RT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold RT harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to RT's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

### 8. HAZARDOUS MATERIALS/WASTES

Unless otherwise expressly set out in the proposal, the parties acknowledge that RT'S scope of services does not include any services related to a hazardous environmental condition (e.g., asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such unknown condition shall be considered a changed condition and RT may suspend its services until the CLIENT has resolved the condition or to modify its proposal.

Where drilling/exploration activities are conducted, the cost of disposing of contaminated drill cuttings or fluids is not included. Once such materials are generated, if such materials are deemed to be potentially contaminated, RT will make appropriate recommendations for sampling, analysis, and management or disposal of such materials and obtain Client approval for any costs associated with such materials before proceeding. Client agrees that RT is not the generator or owner of any wastes derived from the project.

### 9. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by RT while performing services under this agreement remain the property and responsibility of the CLIENT. Notwithstanding, RT may dispose of Samples in its possession after ninety (90) calendar days unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all title and responsibility for Samples shall remain with the CLIENT.

### 10. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by RT and all electronic media prepared by RT are considered its project Deliverables to which RT retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of RT's Deliverables. All Deliverables provided by RT to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without RT's prior written authorization is strictly prohibited. If the CLIENT distributes, reuses, or modifies RT's Deliverables without the prior written authorization of RT, or uses RT's Deliverables to complete the project without RT'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release RT, its officers, directors, employees and subcontractors from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold RT harmless from all claims, costs and expenses, including the cost of defense, related thereto. RT will not sign any documents that certify the existence of conditions whose existence RT cannot ascertain, or execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

### 11. OPINION OF COST

Consistent with the Standard of Care in Section 2 of these General Terms and Conditions, any opinions rendered by RT as to costs, including, but not limited to, the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. RT does not guarantee that actual costs will not vary from its opinions of cost.

### 12. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that RT has the authority to use its name as the CLIENT and a general description of the Project in marketing its services

## RT GENERAL TERMS AND CONDITIONS

### 13. RELIANCE

Client understands that Services governed by this Agreement are strictly for its sole use and benefit. The parties expressly agree that no third party, including, but not limited to, any heirs, devisees, representatives, successors, unapproved assignee, affiliates, and subsidiaries of the parties or any partnership, corporation or other entity controlled by the parties or which control the parties, may rely on or raise any claim relating to the Services or this Agreement, unless a specific reliance letter is provided by RT.

### 14. TERMINATION

Except as otherwise provided in this Agreement, either party may provide notice of default hereunder upon five (5) calendar days' written notice should the other party fail substantially to perform in accordance herewith through no fault of the party providing the notice. If the defaulting party fails to cure its default within five additional (5) calendar days, the non-defaulting party may terminate the Agreement. Failure of the CLIENT to make payments to RT in accordance with this Agreement shall be considered default hereunder and grounds for termination or suspension of services at RT's option after such initial five (5) day notice period or anytime thereafter. In the event of termination, RT will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses. Paragraphs 2, 3, 7, 16, 17, 18, 19, 20 and 23 shall survive termination.

### 15. INSURANCE

RT agrees to maintain workers' compensation insurance as required by law and general liability (including contractor's pollution liability), automobile and professional liability insurance with minimum limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request. The CLIENT agrees that it will require the construction manager, general contractor or, if the CLIENT has not retained a construction manager or general contractor, the contractor(s) responsible for performing the work reflected by or relating to RT's services on the Project, to name RT as an additional insured on its Commercial General Liability Insurance.

### 16. INDEMNIFICATION

Subject to the provisions of Section 17 of these General Terms and Conditions, RT agrees to indemnify, hold harmless and, except for professional liability claims, defend the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, and shareholders, employees and agents for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of RT in the performance of its services under this Agreement. RT will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, contractors, or subcontractors.

To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless RT and RT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, employees and agents for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which RT may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which RT does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which RT reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom RT has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by RT.

### 17. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of RT and its officers, directors, partners, employees, agents, and subcontractors, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the amount of RT's Insurance provided for in Section 15 above.

### 18. WAIVER OF CONSEQUENTIAL DAMAGES

RT and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, business opportunity, for claims, disputes, or other matters arising out of or relating to the services provided by RT regardless of the legal theory for such claim or dispute.

### 19. FORCE MAJEURE

RT will not be responsible or liable for any delays in performance or failure of performance related to any force majeure event, including but not limited to fire, flood, explosion, the elements, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain

materials or services, or delays caused by the CLIENT, its agents, contractors, or subcontractors or employees, or any governmental regulation or agency, or for any other reason beyond the reasonable control of RT.

### 20. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. The CLIENT may not assign or transfer this Agreement without the prior written consent of RT. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party hereto, as a third-party beneficiary or otherwise.

### 21. NO WAIVER

The failure of either party to exercise any right or remedy hereunder or to take any action permitted on a breach by the other party shall not be deemed a waiver of such right or remedy or of any other rights or subsequent breach of a like or different nature.

### 22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of RT that issued the Proposal is located, without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction.

### 23. DISPUTE RESOLUTION

RT and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of RT that issued the Proposal is located. RT and CLIENT waive any right to a trial by jury.

All actions commenced hereunder, whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of RT's services, after which such claims are deemed waived.

If the CLIENT asserts a claim against RT relating to allegations of professional negligence in performance of RT'S services hereunder, RT will be entitled to reimbursement of any costs incurred by RT in the defense of such claim, to the extent RT is successful in its defense.

### 24. SEVERABILITY

If any term or provision of this Agreement, or any part thereof, is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement and the remainder of the Agreement shall be interpreted in accordance with the parties' intent to the maximum extent permissible by law.

### 25. ENTIRE AGREEMENT

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and RT's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto. In the event of any conflict between these General Terms and Conditions, and any other document relating to work by RT, these General Terms and Conditions shall apply unless the conflicting document(s) specifically supersede specific provisions hereof.



rtenv.com

RT Environmental Services, Inc.

Philadelphia • Pittsburgh • Swedesboro, NJ

R2025-181

**RESOLUTION AUTHORIZING REFUND OF PROPERTY TAX  
OVERPAYMENTS DUE TO OVERBILLING**

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

**WHEREAS**, said payment was due to tax account overbilling

**YEAR 2025:**

Block 1813	Lot 3	Silk City Sabbatical Trust 319 Main St, B2 Keansburg, NJ 07734	\$435.05
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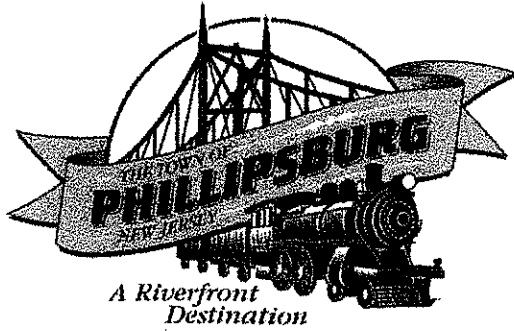
**NOW, THEREFORE, BE IT RESOLVED** that the Council of the Town of Phillipsburg, County of Warren, that the foregoing payments be refunded.

**CERTIFICATION**

I, Susan Turner, 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 September 10, 2025.

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Susan Turner, Acting Municipal Clerk



## ***Town Of Phillipsburg***

**OFFICE OF THE TAX COLLECTOR**

***120 Filmore Street***

**PHILLIPSBURG, NJ 08865**

**Phone 908-454-5500 Ext 307**

**Fax 908-213-1613**

**August 19, 2025**

**Susan,**

**Please include the following Tax Overbill refund at the next Council Meeting.**

**YEAR 2025:**

<b>Block 1813 Lot 3</b>	<b>Silk City Sabbatical Trust 319 Main St. Ste B2 Keansburg, NJ 07734</b>	<b>\$435.05</b>
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**Daniele Lattig  
Tax Office**

**RESOLUTION 2025-182**

**RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY  
OF WARREN, STATE OF NEW JERSEY, AUTHORIZING  
REFUND OF TAX SALE DEPOSITS**

**WHEREAS**, the Tax Office of the Town of Phillipsburg has certified that the following tax sale deposits are to be refunded,

**WHEREAS**, said payments were made for the 2025 Tax Sale

American Tax Lien Fund P.O. Box 237174 New York, NY 10023	\$ 30,000.00
Fundpality 2025, LLC 100 N. LaSalle, Ste. 710 Chicago, IL 60602	\$ 20,000.00
Capital Stacking Investments LLC 32 Beachway Ave. Bld. #3 Keansburg, NJ 07734	\$ 1,200.00
FNA DZ, LLC 201 W. Lake St. #165 Chicago, IL 60606	\$ 34,413.59
Adrian Francisco Castellon 4772 Golden Shimmer Avenue Las Vegas, NV 89139	\$ 1,000.00
923 REWI Tax Academy Holdings 522 Deal Lake Drive, Unit 4 Asbury Park, NJ 07712	\$ 1,000.00
Blind Tiger Inc 8661 W Dogwood Ct Magna, UT 84044	\$ 1,000.00
Book Smartly Inc 165 Franklin Ave Brooklyn, NY 11205	\$ 2,000.00
FCR TL Trust P.O. Box 67513 Newark, NJ 07101	\$ 70,000.00
Smyrna Group LLC P.O. Box 1345 Boca Raton, FL 33429	\$ 2,500.00
CSRAN-Z LLC Christiana Trust as Custodian	\$ 35,794.69

P.O. Box 71276  
Philadelphia, PA 19176

Pro Cap 8 LLC Pro Cap 8 FBO Firsttrust Bank P.O. Box 774 Fort Washington, PA 19034	\$ 56,090.74
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Bala Partners LLC P.O. Box 303 Pottersville, NJ 07979	\$ 10,000.00
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ATCF II New Jersey LLC P.O. Box 69239 Baltimore, MD 21264	\$ 30,000.00
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Trystone Capital Assets LLC P.O. Box 1030 Brick, NJ 08723	\$ 7,019.78
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KCC Promised Lands LLC 2560 Route 22 East #175 Scotch Plains, NJ 07076	\$ 1,226.52
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**NOW, THEREFORE, BE IT RESOLVED** that the Council of the Town of Phillipsburg, County of Warren, that the foregoing payments be refunded.

**CERTIFICATION**

I, Susan Turner, 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 September 10, 2025.

\_\_\_\_\_  
Susan Turner, Acting Municipal Clerk



**Brooklyn, NY 11205**

**FCR TL Trust** \$ 70,000.00  
**P.O. Box 67513**  
**Newark, NJ 07101**

**Smyrna Group LLC** \$ 2,500.00  
**P.O. Box 1345**  
**Boca Raton, FL 33429**

**CSRAN-Z LLC** \$ 35,794.69  
**Christiana Trust as Custodian**  
**P.O. Box 71276**  
**Philadelphia, PA 19176**

**Pro Cap 8 LLC** \$ 56,090.74  
**Pro Cap 8 FBO Firstrust Bank**  
**P.O. Box 774**  
**Fort Washington, PA 19034**

**Bala Partners LLC** \$ 10,000.00  
**P.O. Box 303**  
**Pottersville, NJ 07979**

**ATCF II New Jersey LLC** \$ 30,000.00  
**P.O. Box 69239**  
**Baltimore, MD 21264**

**Trystone Capital Assets LLC** \$ 7,019.78  
**P.O. Box 1030**  
**Brick, NJ 08723**

**KCC Promised Lands LLC** \$ 1,226.52  
**2560 Route 22 East #175**  
**Scotch Plains, NJ 07076**

**Daniele Lattig**  
**Tax Office**

**RESOLUTION 2025-183**

**AUTHORIZING THE NJ STATE CONTRACT PURCHASE OF EMERGENCY LIGHTING  
AND EQUIPMENT INSTALLATION FOR FIRE VEHICLES FROM EAST COAST LIGHTING  
IN AN AMOUNT NOT TO EXCEED \$23,154.10**

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Phillipsburg, that it hereby authorizes the NJ State Contract purchase of emergency lighting & equipment installation for fire vehicles from East Coast Lighting in an amount not to exceed \$23,154.10 pursuant to state contract number #17-Fleet-00761, #17-Fleet-00719, #17-Fleet-00785

**CERTIFICATION**

I, Susan Turner, Acting 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 September 10, 2025 meeting.

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Susan Turner, Acting Municipal Clerk

**RESOLUTION 2025-184**

**AUTHORIZING THE NJ STATE CONTRACT PURCHASE OF EMERGENCY LIGHTING  
AND EQUIPMENT INSTALLATION FOR POLICE VEHICLES FROM ELITE VEHICLE  
SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$19,395.40**

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Phillipsburg, that it hereby authorizes the NJ State Contract purchase of emergency lighting & equipment installation for police vehicles from Elite Vehicle Solutions in an amount not to exceed \$19,395.40 pursuant to state contract number #17-Fleet-00749

**CERTIFICATION**

I, Susan Turner, Acting 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 September 10, 2025 meeting.

\_\_\_\_\_  
Susan Turner, Acting Municipal Clerk