TOWN OF PHILLIPSBURG

COUNCIL MEETING AGENDA

November 12, 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 November 12, 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. PRESENTATION – Brandywine Acquisition & Development – 441 Heckman Street

7. APPROVAL OF MINUTES – October 22, 2025 Regular Meeting Minutes

8. BILLS LIST

9. MAYOR'S REPORT

10. PUBLIC DISCUSSION ON AGENDA ITEMS

11. ORDINANCES – 2nd READING AND PUBLIC HEARING

O2025-18 AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AMENDING CHAPTER 625-57 B-2 BUSINESS-HIGHWAY ZONE USE OVERLAY ZONE IN THE TOWN

O2025-19 ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING SECTION 1-16 ENTITLED "RETURN CHECK SERVICE CHARGE; SUBSEQUENT PAYMENT; STOP PAYMENT FEES OF CHAPTER 1 – GENERAL PROVISIONS – AND SECTION 123-7 ENTITLED "PAYMENT OF CHARGES; RETURNED CHECKS – OF CHAPTER 123 ENTITLED "SEWER UTILITY" TO AMEND THE FEES ESTABLISHED BY THE REFERENCED SECTIONS AS THEY RELATE TO INSUFFICIENT FUNDS/ DISHONORED CHECKS AND STOP PAYMENT REQUESTS

12. ORDINANCE – 1ST READING

O2025-20 ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING SECTION 67-23 – SCHEDULE VII, STOP INTERSECTIONS – OF CHAPTER 67 ENTITLED "VEHICLES AND TRAFFIC" TO REMOVE THE ALL-WAY STOP SIGNS ON SUMMIT AVENUE AT THE INTERSECTION OF RAYMOND STREET

13. 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.

R2025-216 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF REVENUE IN THE BUDGET OF THE MUNICIPALITY PURSUANT TO THE RELEVANT PROVISIONS OF N.J.S.A. 40A:4-87 (CHAPTER 159, P.L. 1948) – AQUA ROAD RESTORATIONS DONATION

R2025-217 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AMENDING RESOLUTION NO. 2025-34, CONCERNING THE AUTHORIZATION OF THE EXECUTION OF SHARED SERVICES AGREEMENT WITH PREVENTION IS KEY, INC. FOR OPIOID-RELATED TREATMENT AND COUNSELLING USING FUNDS FROM THE NATIONAL OPIOID SETTLEMENT, TO INCLUDE ADDITIONAL FUNDING

R2025-218 RESOLUTION APPOINTING EB EMPLOYEE SOLUTIONS, LLC, DBA AS THE DIFFERENCE CARD TO PROVIDE HRA SERVICES FOR THE TOWN OF PHILLIPSBURG

R2025-219 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $67,157.50 TO MONTANA CONSTRUCTION, INC. FOR THE WASTEWATER CONVEYANCE IMPROVEMENTS – SAWMILL ROAD HEADWORKS PROJECT AND AUTHORIZING A REDUCTION IN THE OVERALL CONTRACT PRICE BY $256.66

R2025-220 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AWARDING THE CONTRACT FOR THE 2025 ROAD PROGRAM CURB RAMP IMPROVEMENTS TO Diamond Construction, Inc.

R2025-221 RESOLUTION TO PROVIDE FOR INTERFUND TRANSFERS

R2025-222 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AWARDING THE CONTRACT FOR ROOF REPLACEMENT AT 540 SOUTH MAIN STREET TO SAFEWAY CONTRACTING, INC. IN THE AMOUNT NOT TO EXCEED $109,500.00

R2025-223 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AWARDING THE CONTRACT FOR THE GREEN STREET PARK IMPROVEMENTS TO SHORE TOP CONSTRUCTION CORPORATION

R2025-224 RESOLUTION AUTHORIZING REFUND OF PROPERTY TAX OVERPAYMENT DUE TO TAX EXEMPTION

R2025-225 RESOLUTION AUTHORIZING REFUND OF PROPERTY TAX OVERPAYMENT

R2025-226 RESOLUTION AUTHORIZING REFUND OF SEWER ACCOUNT OVERPAYMENT

R2025-227 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF REVENUE IN THE BUDGET OF THE MUNICIPALITY PURSUANT TO THE RELEVANT PROVISIONS OF N.J.S.A. 40A:4-87 (CHAPTER 159, P.L. 1948) – FY 2025 REGULAR MINI-GRANT FUNDS

R2025-228 AUTHORIZING THE ESCNJ COOPERATIVE PURCHASE AND INSTALLATION OF PARK EQUIPMENT FOR MERCER PARK FROM LIBERTY PARKS AND PLAYGROUNDS IN AN AMOUNT NOT TO EXCEED $299,672.67

R2025-229 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, DESIGNATING BLOCK 506 LOT 1 AS AN AREA IN NEED OF REDEVELOPMENT WITHOUT CONDEMNATION AUTHORITY

R2025-230 A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING EXECUTION OF LEASE AGREEMENT BETWEEN PHILLIPSBURG ARTS ASSOCIATION AND THE TOWN OF PHILLIPSBURG

R2025-231 UEZ FUNDING REQUEST: ADMINISTRATIVE BUDGET FOR URBAN ENTERPRISE ZONE PROGRAM FY26 1/1/26-6/30/26

R2025-232 A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING UEZ COORDINATION CONTRACTS

14. NEW BUSINESS

15. OLD BUSINESS - Tabled October 22, 2025

R2025-209 RESOLUTION APPOINTING BRANDYWINE ACQUISITION & DEVELOPMENT, LLC, ("BRANDYWINE") AS THE REDEVELOPER OF THE ARMORY REDEVELOPMENT PROJECT, 441 HECKMAN STREET, BLOCK 1105 LOT 2

16. MOTIONS -

17. PUBLIC PETITIONS

18. COUNCIL OPEN TIME

19. EXECUTIVE SESSION (IF REQUIRED)

20. ADJOURNMENT

Bill List Summary
REGULAR BILL LIST AS OF November 12, 2025

			Check No
1	Current Fund	191,211.78	
2	State & Federal Grants	734.34	
4	Capital Fund	400,820.72	
7	Sewage Utility Fund	28,054.30	
8	Sewage Capital Fund	35,435.61	
12	Planning Board Trust Fund	796.50	
13	Dog Trust Fund	529.75	
15	Public Defender Trust	0.00	
16	Section 8	2,290.00	
17	General Trust Fund	82,013.00	
20	Agency Fund	0.00	
21	Revolving Loan Fund	0.00	
22	Affordable Housing Trust	0.00	
23	Open Space Trust Fund	10,320.00	
25	UEZ	4,582.45	
26	Bridge Development	0.00	
Total Regular Bill November 12, 2025		**756,788.45**	

Pre-Paid Bill List as of November 12, 2025

1	Current Fund	0.00
2	State & Federal Grants	42,500.00
4	Capital Fund	37,347.80
7	Sewer Utility Fund	3,887.96
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	224,023.91
21	Revolving Loan Fund	0.00
25	UEZ	2,450.00
		310,209.67

Grand Total All Funds **1,066,998.12**

Approved By:

Robert J. Merlo, CFO

Craig Brotons, Business Administrator

List of Bills - CLAIMS CHECKING ACCOUNT

Meeting Date: 11/12/2025 For bills from 10/23/2025 to 11/11/2025

Check#	Vendor	Description	Payment	Check Total
3775	1447 - **ARAE NETWORK SOLUTIONS LLC**	PO 45406 SERVER UPS needed for all servers	18,710.00	
		PO 45560 MDT	29,755.00	**48,465.00**
3776	1683 - **DUMOR CONTRACTING INC**	PO 45881 Cert of Funds-Hudson St Phase 2 - R:2025	37,225.30	
		PO 45882 Cert of Funds - Hudson St Phase 3 - R:20	71,155.15	**108,380.45**
	TOTAL			**156,845.45**

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
04-215-55-946-000	NJDOT Improvement Authorization			108,380.45	
04-215-55-947-000	O2024-15 Improvement Authorizations			48,465.00	
04-260-05-102	Capital - Due to Claims Fund			0.00	156,845.45
TOTALS FOR	**CAPITAL FUND**	**0.00**	**0.00**	**156,845.45**	**156,845.45**

Total to be paid from Fund 04 CAPITAL FUND 156,845.45

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156,845.45

Report Printed *2025-11-06 10:55:24* TOWN OF PHILLIPSBURG

List of Bills - CLAIMS CHECKING ACCOUNT

Meeting Date: 11/12/2025 For bills from 10/23/2025 to 11/11/2025

Check#	Vendor	Description		Payment	Check Total
3677	16 - **J C P L**	PO 47051	8/28/25-9/29/25 Services as per billings	50,251.47	**50,251.47**
3678	43 - **ROSSNAGLE'S SERVICE CNTR INC**	PO 47046	towed vehicle	381.07	**381.07**
3679	52 - **STAR DOLLAR CLEANERS INC**	PO 46487	BLANKET FOR UNIFORM CLEANING	995.00	**995.00**
3680	57 - **VERIZON PA**	PO 47045	10/19/25-11/18/25 services as per billin	14.00	**14.00**
3681	78 - **AQUA NEW JERSEY, INC**	PO 47026	9/3/25-10/3/25 services as per billing	1,421.49	**1,421.49**
3682	81 - **P H BARRON WELDING**	PO 47054	Blanket Purchase Order - Welding	5,415.00	**5,415.00**
3683	86 - **M.R. PURDY**	PO 47020	Blanket Purchase Order - Fire Extinguish	200.00	**200.00**
3684	130 - **CINTAS FAS LOCKBOX 636525**	PO 47049	Blanket Purchase Order - Medical Supplie	541.25	**541.25**
3685	133 - **COOPERFRIEDMAN ELECT.SUPPLY CO INC**	PO 46273	Blanket Purchase Order - Electrical	290.83	**290.83**
3686	139 - **VAN CLEEF ENGINEERING ASSOC., LLC**	PO 44090	R2024-177 Mercer St Park - Engineering D	450.00	**450.00**
3687	139 - **VAN CLEEF ENGINEERING ASSOC., LLC**	PO 46048	Cert of Funds-Prof Svcs-Hudson St Phase	12,463.00	**12,463.00**
3688	139 - **VAN CLEEF ENGINEERING ASSOC., LLC**	PO 46149	COF - Professional Services - General En	3,521.75	**3,521.75**
3689	139 - **VAN CLEEF ENGINEERING ASSOC., LLC**	PO 46733	Cert of Funds - Prof Svcs Hudson St Phas	900.00	**900.00**
3690	139 - **VAN CLEEF ENGINEERING ASSOC., LLC**	PO 46931	Cert of Funds-Authorizing Eng. Assoc. w/	18,389.25	**18,389.25**
3691	139 - **VAN CLEEF ENGINEERING ASSOC., LLC**	PO 47017	540 Marshall Street	496.50	**496.50**
3692	139 - **VAN CLEEF ENGINEERING ASSOC., LLC**	PO 47018	104-112 South Main Sreet	300.00	**300.00**
3693	139 - **VAN CLEEF ENGINEERING ASSOC., LLC**	PO 47021	Professional Services - Van Cleef for Va	62,013.00	**62,013.00**
3694	139 - **VAN CLEEF ENGINEERING ASSOC., LLC**	PO 47022	Professional Services Rendered	19,775.00	**19,775.00**
3695	139 - **VAN CLEEF ENGINEERING ASSOC., LLC**	PO 47023	513 Parkwood 2701 Lot 8 & 9	225.00	**225.00**
3696	139 - **VAN CLEEF ENGINEERING ASSOC., LLC**	PO 47024	COF - Professional Services - General En	574.50	**574.50**
3697	188 - **MGL FORMS SYSTEMS LLC**	PO 46894	Sewer Bill Forms	905.50	**905.50**
3698	332 - **PUMPING SERVICES INC**	PO 47071	Pump Rental - Mercer St Manhole	3,654.00	**3,654.00**
3699	345 - **N J FIRE EQUIPMENT**	PO 44610	COF R2024-224 Fire Hose	40,200.36	
		PO 46417	Purchase of Boots for New Member	598.00	
		PO 46885	Clean and Repair Turnout Gear	1,642.50	**42,440.86**
3700	368 - **W B MASON CO., INC**	PO 46939	copy paper - Municipal Building, Municip	799.80	
		PO 47040	Blanket Purchase Order - Janitorial Supp	227.32	**1,027.12**
3701	390 - **RT ENVIRONMENTAL SERVICES INC**	PO 46221	R2025-127 COF Professional Services for	3,485.00	**3,485.00**
3702	390 - **RT ENVIRONMENTAL SERVICES INC**	PO 46730	Cert of Funds-Prof Svcs for Site Investi	6,835.00	**6,835.00**
3703	419 - **KRISTI ANTHES**	PO 46988	TCCAA Monthly Meeting October	95.00	**95.00**
3704	440 - **NJ DCA DIV CODES & STANDARDS**	PO 46971	Q3 FEE REPORT FOR NJ DCA STATE 2025	4,441.00	**4,441.00**
3705	495 - **QUADIENT LEASING USA, INC**	PO 47044	Postage machine lease quarterly payment	1,125.00	**1,125.00**
3706	499 - **NATURAL SYSTEMS UTILITIES**	PO 47069	June to September 2025 Electrical Agreem	19,563.51	**19,563.51**
3707	606 - **FEDEX CUSTOM CRITICAL**	PO 46987	Fedex Shipping for Delux	8.57	**8.57**
3708	677 - **LAVERY, SELVAGGI & COHEN, PC**	PO 45223	COF - Meeting Retainer	1,000.00	
		PO 47074	2025 Professional Services - September	11,440.00	
		PO 47075	2025 Professional Services Rendered -Sep	7,602.00	
		PO 47075	2025 Professional Services Rendered -Sep	2,416.00	**22,458.00**
3709	687 - **INDUSTRIAL COMMUNICATIONS INC**	PO 46944	Radio Maintenance Contract for October 2	997.98	
		PO 46945	Repair of Portable Radio	351.25	**1,349.23**
3710	733 - **NJ ADVANCE MEDIA, LLC**	PO 46976	Legal Notice for 675 Corliss Ave Hearing	217.82	**217.82**
3711	741 - **COOPER ALARM SYSTEMS INC**	PO 46784	Update panic system	750.00	**750.00**
3712	772 - **ULINE INC**	PO 46862	Blanket Purchase Order - Parts	934.43	**934.43**
3713	863 - **SYNCHRONY BANK**	PO 46387	Blanket Purchase Order - Parts	192.20	**192.20**
3714	879 - **MAYBERRY SALES & SERVICE INC**	PO 46977	Purchase of Carbide Chians for Chainsaw	785.98	**785.98**
3715	913 - **PHOENIX ADVISORS LLC**	PO 46975	Municipal Advisor Services in connection	7,563.25	**7,563.25**
3716	942 - **MCELWEE & QUINN LLC**	PO 47036	Financial Printing	1,000.00	**1,000.00**
3717	953 - **NORTHEAST PARTS GROUP LLC**	PO 46558	Blanket Purchae Order - Parts	13.66	
		PO 46910	Blanket Purchase Order - Parts	652.75	**666.41**
3718	972 - **BLOSKY & ASSOCIATES LLC**	PO 46599	Year end closing	2,290.00	**2,290.00**
3719	998 - **GRIFFITH-ALLIED TRUCKING LLC**	PO 47055	Gasoline usage	811.82	
		PO 47055	Gasoline usage	11,579.21	**12,391.03**
3720	1019 - **MICHAEL MOUSSA**	PO 46902	Pizzas for 10/10 Municipal Alliance Even	104.00	**104.00**
3721	1041 - **POLLUTION CONTROL FINANCING AUTH**	PO 46077	Disposal Fees	27,325.06	**27,325.06**
3722	1050 - **ANIMAL HEALTH CENTER**	PO 46994	Monthly Service Fees and Boarding for Se	529.75	
		PO 46994	Monthly Service Fees and Boarding for Se	3,965.25	**4,495.00**
3723	1053 - **TRIUS, INC**	PO 46808	Blanket Purchase Order - Parts	163.00	**163.00**
3724	1060 - **HORWITH TRUCKS INC**	PO 45181	Brakes & rotors for sanitation truck 25	10.09	**10.09**
3725	1146 - **H & K GROUP, INC**	PO 46524	Stone for sewer repair	342.18	
		PO 47072	Blanket Purchase Order - Macadam	1,318.25	**1,660.43**
3726	1165 - **STEVEN M SIEGEL**	PO 47081	Municipal Prosecutor	6,666.66	**6,666.66**
3727	1180 - **SERVICE ELECTRIC CABLE TV INC**	PO 46981	10/1/25-10/31/25 Services as per billing	241.43	**241.43**
3728	1202 - **RRJ AUTOMOTIVE LLC**	PO 46972	Window Tint 94-18 and 94-27	400.00	
		PO 46991	Repairs for police cars from accident	6,807.87	
		PO 46992	Fender repair from accident	504.00	
		PO 47027	Repairs for police cars from accident	1,950.78	**9,662.65**
3729	1223 - **HOME DEPOT CREDIT SERVICES**	PO 46388	Blanket Purchase Order - Parts	29.98	
		PO 46698	Supplies, Plants, Equipment	180.34	
		PO 46979	Blanket Purchase Order - Parts	662.65	**872.97**

List of Bills - CLAIMS CHECKING ACCOUNT

Meeting Date: 11/12/2025 For bills from 10/23/2025 to 11/11/2025

Check#	Vendor	Description	Payment	Check Total
3730	1281 - **SIGNS & SAFETY DEVICES SALES & SERVICE D**	PO 45962 Blanket Purchase Order - Signs	51.50	**51.50**
3731	1287 - **FRANK RYMON & SONS INC**	PO 46559 Blanket Purchase Order - Parts	45.98	**45.98**
3732	1311 - **AMAZON CAPITAL SERVICES**	PO 46914 Office Supplies	159.63	**159.63**
3733	1311 - **AMAZON CAPITAL SERVICES**	PO 46966 2026 CALENDARS	260.57	**260.57**
3734	1311 - **AMAZON CAPITAL SERVICES**	PO 46995 Trailer hitch receiver	61.50	**61.50**
3735	1311 - **AMAZON CAPITAL SERVICES**	PO 46997 Phone chargers	45.98	**45.98**
3736	1311 - **AMAZON CAPITAL SERVICES**	PO 47016 Laptop charging dock for presentations	199.98	**199.98**
3737	1311 - **AMAZON CAPITAL SERVICES**	PO 47048 LAMINATOR MACHINE	131.76	**131.76**
3738	1354 - **SANITATION EQUIPMENT CORP**	PO 46809 Blanket Purchase Order - Parts	1,293.20	**1,293.20**
3739	1363 - **BRIAN T GRACE**	PO 47078 Public Defender for October	2,000.00	**2,000.00**
3740	1372 - **REEGS INC**	PO 46402 Blanket Purchase Order - Batteries	319.90	**319.90**
3741	1395 - **SHERRIE L BRUBAKER**	PO 46804 Pony Rides/ National Night Out	650.00	**650.00**
3742	1401 - **HAYDEE BALLESTER MONTERO**	PO 47057 Interpreter Services Via Zoom October 22	150.00	**150.00**
3743	1408 - **NIELSON FORD OF MORRISTOWN INC**	PO 46406 Cert of Funds-Purchase Two 2025 Ford Int	48,023.55	**48,023.55**
3744	1414 - **ESO SOLUTIONS INC**	PO 46946 2026 Incident Reporting System Subscript	1,161.16	**1,161.16**
3745	1447 - **ARAE NETWORK SOLUTIONS LLC**	PO 47079 IT Invoices for October 2025	5,139.88	**5,139.88**
3746	1473 - **ADVANCE FINANCIAL SERVICES**	PO 46807 Blanket Purchase Order - Parts	7.50	**7.50**
3747	1474 - **CORPORATE BILLING, LLC**	PO 46567 Blanket Purchase Order - Parts	241.96	**241.96**
3748	1474 - **CORPORATE BILLING, LLC**	PO 47035 Blanket Purchase Order - Parts	1,065.24	**1,065.24**
3749	1518 - **ELIZABETH JUDGE WYANT**	PO 47002 Consultant UEZ Admin	2,800.00	**2,800.00**
3750	1533 - **AT&T MOBILITY II LLC**	PO 47076 Wireless phones & tablets	2,470.90	**2,470.90**
3751	1536 - **CREATIVE MANAGEMENT INC**	PO 46079 Diesel usage	361.29	
		PO 46079 Diesel usage	4,895.18	**5,256.47**
3752	1549 - **First Commonwealth Bank**	PO 46998 LED lighting contract-October 17 2025	733.30	**733.30**
3753	1556 - **HOLLAND TOWNSHIP**	PO 46993 Payment for Third Party OT Police covera	1,965.25	**1,965.25**
3754	1558 - **TARA GOMEZ**	PO 47037 2025 Eyecare reimbursement	223.99	**223.99**
3755	1573 - **EAS WATER COFFEE PAPER**	PO 46274 Water Rental-Blanket	55.87	**55.87**
3756	1576 - **RUTH J MULLIGAN**	PO 47056 Court Assistance for month of October 20	562.50	**562.50**
3757	1577 - **DEERFOOT AUTO PARTS INC**	PO 47053 Headlight for 94-12	275.00	**275.00**
3758	1596 - **CURTIS POWER SOLUTIONS LLC**	PO 47070 Blanket Purchase Order - service	3,361.68	**3,361.68**
3759	1602 - **PMG SM PA LLC**	PO 46790 Blanket Purchase Order - Field Paint	304.00	**304.00**
3760	1647 - **HUNTERDON CTY ED. SVCS COMM.**	PO 47039 Fuel bid fee	50.00	**50.00**
3761	1668 - **DELMONT A COLE JR**	PO 46286 Additional Lettering and Striping on 947	1,050.00	**1,050.00**
3762	1672 - **FOLEY INC**	PO 46366 R2025-118 COF Trash Pump	60,575.00	**60,575.00**
3763	1677 - **HANNAH DEWALT**	PO 46719 Consultant UEZ Admin	1,687.50	**1,687.50**
3764	1681 - **BOROUGH OF ALPHA**	PO 46942 September Postage 2025	144.70	**144.70**
3765	1708 - **MOTION INDUSTRIES INC**	PO 46390 Sultzer Recirculation Waste Sludge Pump	35,435.61	**35,435.61**
3766	1746 - **DAN SWAYZE & SON, INC**	PO 46732 Cert of Funds-Road Striping - R:2025-172	21,216.50	**21,216.50**
3767	1755 - **BEAVER HOME IMPROVEMENT LLC**	PO 46840 Cert of Funds-Roof Repairs for Corliss-R	27,820.53	**27,820.53**
3768	1758 - **METZ INC**	PO 46348 Blanket Purchase Order - A/C Repairs	324.29	**324.29**
3769	1772 - **BRIAN W. KRONICK**	PO 47038 Services rendered as Arbitrator for Town	800.00	**800.00**
3770	1797 - **SERVICE TIRE TRUCK CENTER**	PO 46980 Blanket Purchase Order - Tires	2,624.71	
		PO 47050 Blanket Purchase Order - Tires	3,044.10	**5,668.81**
3771	2355 - **LEXIS-NEXIS RISK DATA MGMT. C/O**	PO 46965 monthly contract fee	117.82	**117.82**
3772	6659 - **PENTELEDATA**	PO 46999 Internet & Phone services 10/10/25-11/9/	704.65	
		PO 46999 Internet & Phone services 10/10/25-11/9/	94.95	**799.60**
3773	6827 - **VALLEY BUSINESS SYSTEMS INC**	PO 46830 New Printer for BA office-Omnia R241203	1,236.08	**1,236.08**
	TOTAL			**599,943.00**

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-194-16-609-000	Miscellaneous Insurance Checks Received			5,758.65	
01-201-20-100-050	Business Administrator - O/E	6,320.75			
01-201-20-120-050	Municipal Clerk - O/E	568.10			
01-201-20-155-050	Legal Services	20,842.00			
01-201-20-165-050	Engineering services	3,521.75			
01-201-21-180-050	Land Use Administration	217.82			
01-201-23-220-050	Employee Group Insurance	223.99			
01-201-25-240-050	Police Department - O/E	3,275.15			
01-201-25-265-050	Fire Department - O/E	4,439.88			
01-201-25-275-050	Municipal Prosecutor O/E	6,666.66			
01-201-26-290-050	Street & Roads - O/E	1,369.75			
01-201-26-300-050	Public Works Adminstration - O/E	45.98			
01-201-26-301-050	PEOSHA	541.25			
01-201-26-310-050	Building & Grounds - O/E	7,277.38			

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-26-315-050	Vehicle Maintenance - O/E	18,737.59			
01-201-27-340-050	Animal Control Services - O/E	3,965.25			
01-201-28-370-050	Recreation Service & Program - O/E	199.98			
01-201-31-430-050	Utility Expenses - Electricity	22,850.73			
01-201-31-435-050	Utility Expenses - Street Lighting	27,548.07			
01-201-31-440-050	Switchboard Expenses - O/E	3,430.98			
01-201-31-445-050	Utility Expenses - Water	1,421.49			
01-201-31-460-050	Bulk Purchases - Gasoline	16,524.39			
01-201-32-465-050	Landfill/Solid Waste Disposal Costs	26,170.48			
01-201-33-490-050	Municipal Court - O/E	1,112.16			
01-201-33-495-050	Public Defender - O/E	2,000.00			
01-201-47-390-050	Maintenance of Free Public Library	585.97			
01-201-47-396-050	Recycling Tax (P.L. 2007, C. 311)	1,154.58			
01-260-05-102	Current Fund - Due to Claims			0.00	191,211.78
01-271-55-000-000	Reserve for DCA State Training Fees			4,441.00	
TOTALS FOR	**CURRENT FUND**	**181,012.13**	**0.00**	**10,199.65**	**191,211.78**
02-213-41-506-000	Public Safety - State Grants			104.00	
02-213-41-671-000	Other State Grants - Recreation			450.00	
02-213-41-690-000	Other State Grants - NPP			180.34	
02-260-05-102	St/Fed Grants - Due to Claims Fund			0.00	734.34
TOTALS FOR	**STATE & FEDERAL GRANTS**	**0.00**	**0.00**	**734.34**	**734.34**
04-215-55-933-000	O:2017-03/O:2021-05 Improvements Authorized			27,820.53	
04-215-55-943-000	O:2022-19 Improvements Authorized			18,109.00	
04-215-55-945-000	O:2023-10 Improvement Authorizations			72,820.25	
04-215-55-946-000	NJDOT Improvement Authorization			15,328.25	
04-215-55-947-000	O2024-15 Improvement Authorizations			40,460.36	
04-215-55-948-000	O2025-10 Improvement Authorizations			69,436.88	
04-260-05-102	Capital - Due to Claims Fund			0.00	243,975.27
TOTALS FOR	**CAPITAL FUND**	**0.00**	**0.00**	**243,975.27**	**243,975.27**
07-201-55-510-050	Sewer Utility OE	28,054.30			
07-260-05-102	Sewer Utility - Due to Claims Fund			0.00	28,054.30
TOTALS FOR	**SEWER UTILITY**	**28,054.30**	**0.00**	**0.00**	**28,054.30**
08-216-55-580-000	O:2023-12 Various Capital Improvements			35,435.61	
08-260-05-102	Sewer Capital - Due to Claims Fund			0.00	35,435.61
TOTALS FOR	**SEWER CAPITAL**	**0.00**	**0.00**	**35,435.61**	**35,435.61**
12-260-05-102	Planning Board - Due to Claims Fund			0.00	796.50
12-286-56-851-000	Land Use Escrows			796.50	
TOTALS FOR	**Land Use Board Escrow**	**0.00**	**0.00**	**796.50**	**796.50**
13-260-05-102	Dog Trust - Due To Claims Fund			0.00	529.75
13-288-56-000-851	Animal Control Expenditures			529.75	
TOTALS FOR	**DOG TRUST FUND**	**0.00**	**0.00**	**529.75**	**529.75**
16-260-05-102	Section 8 - Due to Claims Fund			0.00	2,290.00
16-289-56-081-000	Section 8 Spending Reserves			2,290.00	
TOTALS FOR	**SECTION 8 PROGRAM**	**0.00**	**0.00**	**2,290.00**	**2,290.00**

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-260-05-102	Trust - Due to Claims Fund			0.00	82,013.00
17-286-56-858-000	Engineers Inspections			82,013.00	
TOTALS FOR	**GENERAL TRUST FUND**	**0.00**	**0.00**	**82,013.00**	**82,013.00**
23-260-05-102	Open Space Trust-Due to Clearing			0.00	10,320.00
23-292-56-025-000	Dedication by Rider			10,320.00	
TOTALS FOR	**Open Space Trust Fund**	**0.00**	**0.00**	**10,320.00**	**10,320.00**
25-260-05-102	Due to Claims			0.00	4,582.45
25-292-56-026-000	Dedication by Rider (UEZ)			4,582.45	
TOTALS FOR	**Urban Enterprise Zone**	**0.00**	**0.00**	**4,582.45**	**4,582.45**

Total to be paid from Fund 01 CURRENT FUND	191,211.78
Total to be paid from Fund 02 STATE & FEDERAL GRANTS	734.34
Total to be paid from Fund 04 CAPITAL FUND	243,975.27
Total to be paid from Fund 07 SEWER UTILITY	28,054.30
Total to be paid from Fund 08 SEWER CAPITAL	35,435.61
Total to be paid from Fund 12 Land Use Board Escrow	796.50
Total to be paid from Fund 13 DOG TRUST FUND	529.75
Total to be paid from Fund 16 SECTION 8 PROGRAM	2,290.00
Total to be paid from Fund 17 GENERAL TRUST FUND	82,013.00
Total to be paid from Fund 23 Open Space Trust Fund	10,320.00
Total to be paid from Fund 25 Urban Enterprise Zone	4,582.45
	599,943.00

Checks Previously Disbursed

3666	USPS	PO# 47000	4TH QUARTER SEWER BILLING	3,887.96	10/20/2025
3668	DUMOR CONTRACTING INC	PO# 45881	Cert of Funds-Hudson St Phase 2 -	37,347.80	10/22/2025
3671	N J YOUTH CORP OF PHILLIPSBURG	PO# 47029	Reimbursement for NJYC-FY2026- 10/	42,500.00	10/28/2025
3672	ALEX IBARRA	PO# 47060	Consultant UEZ Admin	2,450.00	10/31/2025
28740059	St of NJ - Dept of Treasury	PO# 46974	October 2025 SHBP	224,023.91	10/15/2025
				310,209.67	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND		191,211.78	**191,211.78**
Fund 02 STATE & FEDERAL GRANTS	42,500.00	734.34	**43,234.34**
Fund 04 CAPITAL FUND	37,347.80	243,975.27	**281,323.07**
Fund 07 SEWER UTILITY	3,887.96	28,054.30	**31,942.26**
Fund 08 SEWER CAPITAL		35,435.61	**35,435.61**
Fund 12 Land Use Board Escrow		796.50	**796.50**
Fund 13 DOG TRUST FUND		529.75	**529.75**
Fund 16 SECTION 8 PROGRAM		2,290.00	**2,290.00**
Fund 17 GENERAL TRUST FUND		82,013.00	**82,013.00**
Fund 20 PAYROLL AGENCY FUND	224,023.91		**224,023.91**
Fund 23 Open Space Trust Fund		10,320.00	**10,320.00**
Fund 25 Urban Enterprise Zone	2,450.00	4,582.45	**7,032.45**
BILLS LIST TOTALS	310,209.67	599,943.00	**910,152.67**

ORDINANCE 2025-18

AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AMENDING CHAPTER 625-57 B-2 BUSINESS-HIGHWAY ZONE USE OVERLAY ZONE IN THE TOWN

WHEREAS, The Town of Phillipsburg desires to amend Chapter 625-57 B-2 Business – Highway Zone to provide for conditional uses.

WHEREAS, multi-family uses with first floor residential will be listed as a permitted conditional use in B-2 Business zone for existing lots that are less than .25 acres/10,890 square feet, provide for off street parking for each unit in accordance for New Jersey residential site improvement standards, provide that driveway access is not from Route 22 right of way and have lot frontage along Route 22.

WHEREAS, single family homes on existing lots will be permitted as conditional use subject that they provide off street parking that conforms to New Jersey Residential Site Improvement Standards without access to Route 22.

NOW THEREFORE BE IT ORDAINED by the Town Council, Town of Phillipsburg, County of Warren, State of New Jersey that following ordinance are hereby adopted

NOW THEREFORE BE IT ALSO ORDAINED by the Town Council, Town of Phillipsburg, County of Warren, State of New Jersey that Chapter 625-59 Conditional Use shall contain

Section 1

§ 625-59 – reserved is repealed and replaced as follows:

§ 625-59 Conditional Uses – B-2 Business – Highway Zone

A. Single family dwelling and Multi-family dwellings less than 2 units per lot
   a. No expansion of existing principal structure footprint or square footage dwelling > 500 square feet
   b. Provides for residential parking standards for off-street parking that meet or exceed New Jersey Residential Site improvements standard.
   c. Driveway/parking pad access is not permitted to provide direct access Route 22 right of way
   d. Lot size maximum lot area of .25 acres (10,890 square feet) or less
      i. Lot must have existed prior to October 1, 2025
   e. Maximum height of 2.5 stories
   f. Maximum height of 35 from average grade to roof peak.
   g. Maximum height requirements shall not apply to existing principal structure should the building height not be modified or expanded.
   h. Minimum square footage of 800 square feet per residential unit
   i. Maximum square footage of all dwelling units 3,500 square feet.

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:

Susan Turner
Municipal Clerk
Dated:

TOWN OF PHILLIPSBURG

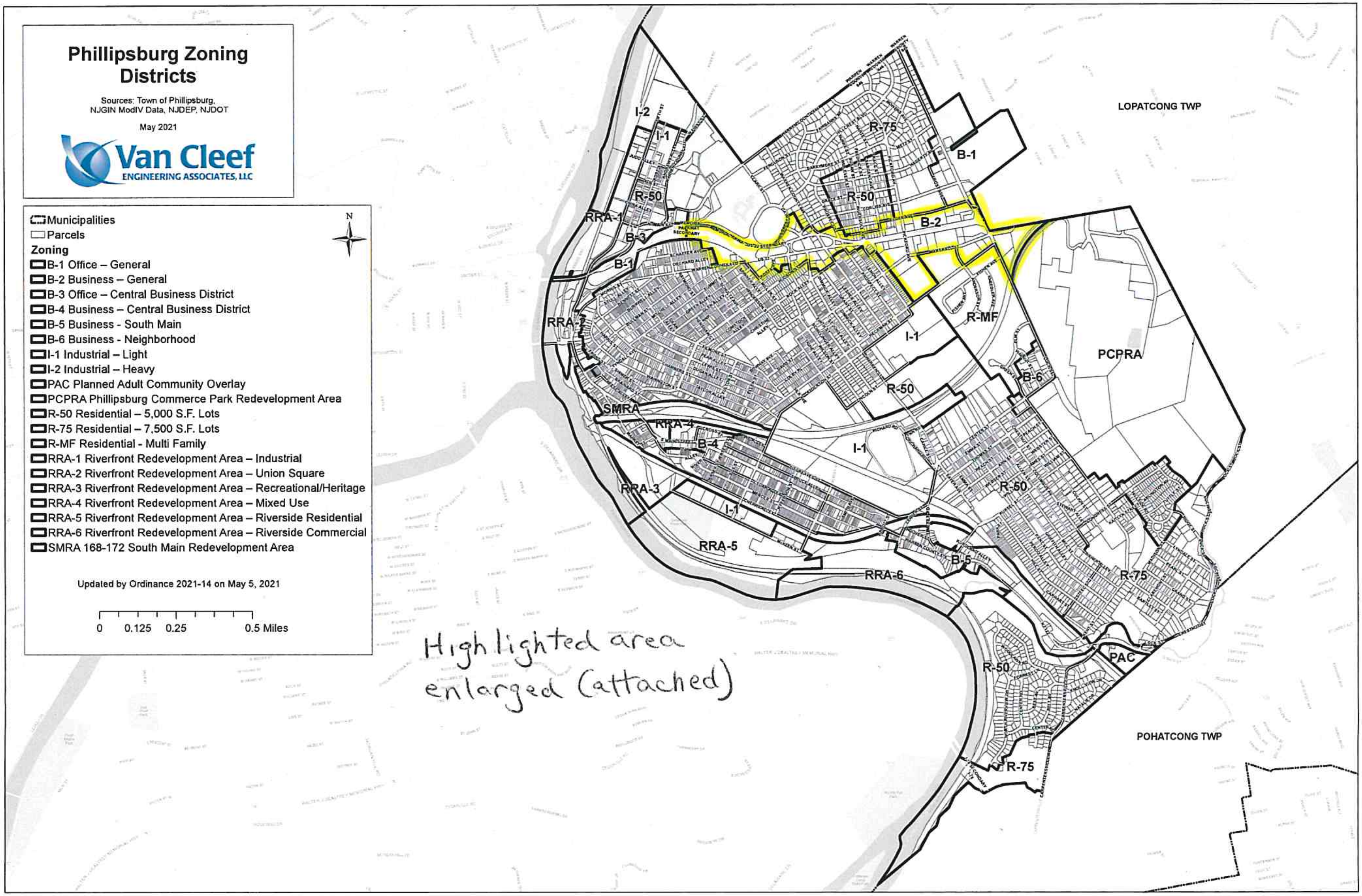
Randy S. Piazza Jr.
Mayor

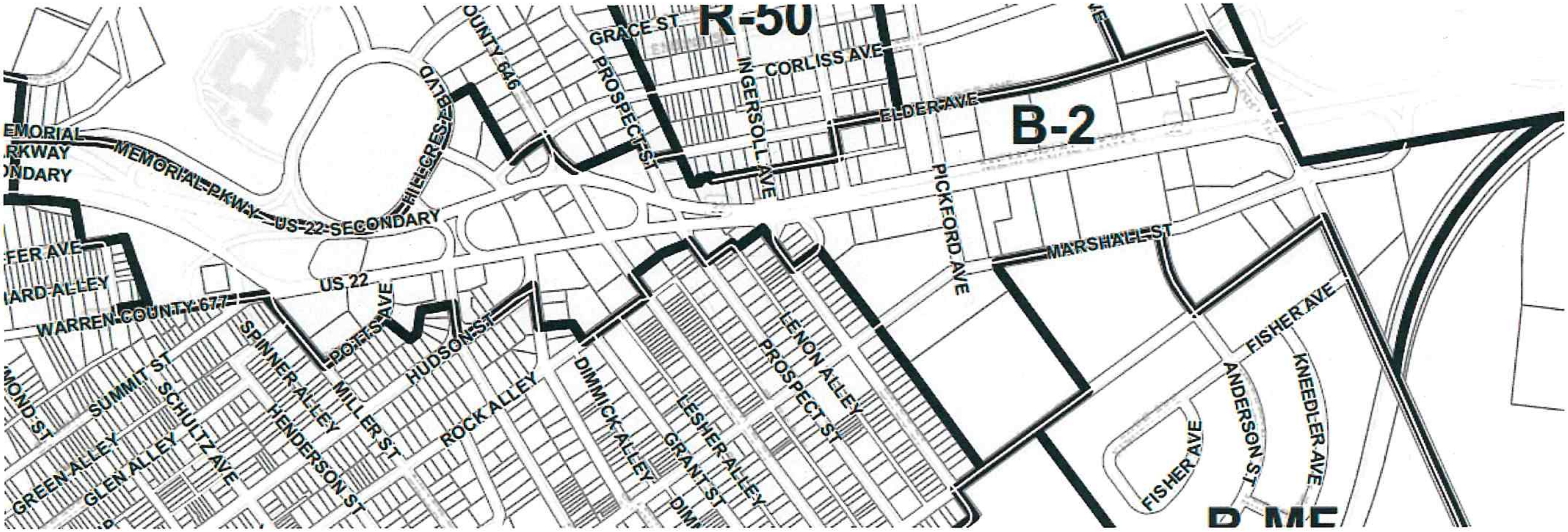
NOTICE

NOTICE IS HEREBY GIVEN that at a regular meeting of the Town Council of the Town of Phillipsburg held on October 22, 2025 at the Phillipsburg Senior Center, 310 Firth Street, Phillipsburg, New Jersey, the foregoing Ordinance was presented for first reading. Second reading will occur at 6:00 p.m. on Wednesday, November 12, 2025 at the Phillipsburg Senior Center located at 310 Firth Street, Phillipsburg, NJ 08865 whereupon a public hearing shall be held and all interested persons may speak on the aforementioned ordinance.

Susan Turner
Municipal Clerk

f:\projects\9100 - phillipsburg\9100 - gen eng\2025 van cleef\zoning map change block 611 lots 1 and 2\2025-10-16 - o2025-xx zoning route 22 parcels.docx


Phillipsburg Zoning Districts
Sources: Town of Phillipsburg, NJGIN ModIV Data, NJDEP, NJDOT
May 2021
Van Cleef
ENGINEERING ASSOCIATES, LLC
Municipalities
Parcels
Zoning
B-1 Office – General
B-2 Business – General
B-3 Office – Central Business District
B-4 Business – Central Business District
B-5 Business - South Main
B-6 Business - Neighborhood
I-1 Industrial – Light
I-2 Industrial – Heavy
PAC Planned Adult Community Overlay
PCPRA Phillipsburg Commerce Park Redevelopment Area
R-50 Residential – 5,000 S.F. Lots
R-75 Residential – 7,500 S.F. Lots
R-MF Residential - Multi Family
RRA-1 Riverfront Redevelopment Area – Industrial
RRA-2 Riverfront Redevelopment Area – Union Square
RRA-3 Riverfront Redevelopment Area – Recreational/Heritage
RRA-4 Riverfront Redevelopment Area – Mixed Use
RRA-5 Riverfront Redevelopment Area – Riverside Residential
RRA-6 Riverfront Redevelopment Area – Riverside Commercial
SMRA 168-172 South Main Redevelopment Area
Updated by Ordinance 2021-14 on May 5, 2021
0
0.125
0.25
0.5 Miles
N
LOPATCONG TWP
POHATCONG TWP
I-2
I-1
R-50
RRA-1
B-3
B-1
R-75
B-1
R-50
B-2
RRA-2
R-MF
I-1
PCPRA
B-6
R-50
SMRA
RRA-4
B-4
I-1
RRA-3
I-1
R-50
RRA-5
B-5
RRA-6
R-75
PAC
R-50
R-75
High lighted area
enlarged (attached)



Highlighted area B-2 zoning map O2025-18

ORDINANCE NO. 2025-19

ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING SECTION 1-16 ENTITLED "RETURN CHECK SERVICE CHARGE; SUBSEQUENT PAYMENT; STOP PAYMENT FEES OF CHAPTER 1 – GENERAL PROVISIONS – AND SECTION 123-7 ENTITLED "PAYMENT OF CHARGES; RETURNED CHECKS – OF CHAPTER 123 ENTITLED "SEWER UTILITY" TO AMEND THE FEES ESTABLISHED BY THE REFERENCED SECTIONS AS THEY RELATE TO INSUFFICIENT FUNDS/ DISHONORED CHECKS AND STOP PAYMENT REQUESTS

WHEREAS, the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey wishes to amend Section 1-16 – Return Check Service Charge; Subsequent Payment; Stop-Payment Fee – of Chapter 1 entitled "General Provisions" of the Phillipsburg Town Code to increase the fees for insufficient funds/dishonored checks and stop payment requests; and

WHEREAS, the Town Council also wishes to amend Section 123-7 – Payment of Charges; Returned Checks – of Chapter 123 entitled "Sewer Utility" to increase the fees for insufficient funds/dishonored checks; and

WHEREAS, presently, the fee for insufficient funds or dishonored checks is twenty dollars ($20.00) and the fee for a stop payment request is twenty-five dollars ($25.00); and

WHEREAS, the Town of Phillipsburg believe that the twenty-dollar ($20.00) and twenty-five-dollar ($25.00) fees merit an increase to be consistent with the relevant costs associated therewith; and

WHEREAS, the Town Council of the Town of Phillipsburg believes that increasing the fees from twenty dollars ($20.00) and twenty-five dollars ($25.00), respectively, to thirty-five dollars ($35.00) is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that Section 1-16 – Return Check Service Charge; Subsequent Payment; Stop-Payment Fee – of Chapter 1 entitled "General Provisions" and Section 123-7 – Payment of Charges; Returned Checks – of Chapter 123 entitled "Sewer Utility" of the Phillipsburg Town Code be amended and supplemented to increase the fees pronounced therein from twenty dollars ($20.00) and twenty-five dollars ($25.00), respectively, to thirty-five dollars ($35.00), as follows:

<u>SECTION I:</u>

Deletions to this Section shall be delineated by strikethrough text, ~~thusly~~.

Additions to this Section shall be delineated by underlined text, <u>thusly</u>.

§ 1-16. Return Check Service Charge; Subsequent Payment; Stop-Payment Fee.

A. In the event that any check tendered for the payment of municipal fee for any permit, license or other application is returned to any agency or department of the Town of Phillipsburg for insufficient funds, or is dishonored by the bank upon which it is drawn, there shall be assessed to the payor a service charge in the amount of ~~$20~~ $35.00.

B. [. . .]

C. In the event that any recipient of a check issued by the Town of Phillipsburg requests the Town to stop payment of the check due to, among other things, loss or destruction of the check, there shall be assessed to the recipient a stop-payment fee in the amount of ~~$25~~ $35.00.

SECTION II:

Deletions to this Section shall be delineated by strikethrough text, ~~thusly~~.

Additions to this Section shall be delineated by underlined text, thusly.

§ 123-7. Payment of Charges; Returned Checks.

A. Payment of municipal sewer user shall be made to the Town of Phillipsburg, Municipal Sewer Utility.

B. In the event that any check tendered for the payment of municipal sewer charges is returned to the Sewer Utility for insufficient funds or is dishonored by the bank upon which it is drawn, there shall be assessed to the account of the taxpayer a service charge in the amount of ~~$20~~ $35.00 for the handling of said check. That ~~$20~~ $35.00 shall become a lien against the property in question in the same manner as delinquent sewer bills in the Town of Phillipsburg.

C. Subsequent payments may be required by the Sewer Utility Collector to be made by cash, certified check or cashier's check for all future payments.

SECTION III: Severability.

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

SECTION IV: Repealer.

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

SECTION V: Effective Date.

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

NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced to pass on first reading at a regular meeting of the Council of the Town of Phillipsburg held on October 22, 2025, and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a regular meeting of the Town Council to be held on November 12, 2025, at 6:00 PM or as soon thereafter as the Town Council may hear this Ordinance at the Municipal Building, 120 Filmore Street, Phillipsburg, New Jersey, at which time all persons interested may appear for or against the passage of said Ordinance.

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 meeting.

____

Susan Turner
Acting Municipal Clerk

ORDINANCE NO. 2025-20

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING SECTION 67-23 – SCHEDULE VII, STOP INTERSECTIONS – OF CHAPTER 67 ENTITLED "VEHICLES AND TRAFFIC" TO REMOVE THE ALL-WAY STOP SIGNS ON SUMMIT AVENUE AT THE INTERSECTION OF RAYMOND STREET

WHEREAS, on May 28, 2025, the Town Council of the Town of Phillipsburg adopted Ordinance No. 2025-11 which amended Section 67-23 – Schedule VII, Stop Intersections – of Chapter 67 entitled "Vehicles and Traffic" of the Phillipsburg Town Code that established a four-way stop sign at the intersection of Summit Avenue and Raymond Street; and

WHEREAS, the Town Council now wishes to further amend Section 67-23 to remove the imposition of a four-way stop sign at the intersection of Summit Avenue and Raymond Street; and

WHEREAS, the Town Council believes that such amendment is in the best interest of the Town and its Residents.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that Section 67-23 – Schedule VII, Stop Intersections – of Chapter 67 entitled "Vehicles and Traffic" of the Phillipsburg Town Code is hereby amended and supplemented to remove the imposition of a four-way stop sign at the intersection of Summit Avenue and Raymond Street; as follows:

SECTION I:

§ 67-23. Schedule VII, Stop Intersections.

Deletions to this Section shall be delineated as strikethrough text, ~~thusly~~.

STOP SIGN ON	AT INTERSECTION OF
[. . .]	
~~All approaches Summit Avenue~~	~~& Raymond Street~~

SECTION II: Severability.

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

SECTION III: Repealer.

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

SECTION IV: Effective Date.

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

NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced to pass on first reading at a regular meeting of the Council of the Town of Phillipsburg held on November 12, 2025, and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a regular meeting of the Town Council to be held on December 10, 2025, at 6:00 PM or as soon thereafter as the Town Council may hear this Ordinance at the Municipal Building, 120 Filmore Street, Phillipsburg, New Jersey, at which time all persons interested may appear for or against the passage of said Ordinance.

____
Susan Turner, Acting Municipal Clerk

RESOLUTION NO. 2025-216

RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF REVENUE IN THE BUDGET OF THE MUNICIPALITY PURSUANT TO THE RELEVANT PROVISIONS OF N.J.S.A. 40A:4-87 (CHAPTER 159, P.L. 1948) – AQUA ROAD RESTORATIONS DONATION

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item(s) shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that the Director of the Division of Local Government Services is hereby requested to approve the insertion of an item of revenue in the Phillipsburg Town Budget of the year 2025 in the sum of forty-seven thousand and eighteen dollars and forty-four cents ($47,018.44) under Category 3. Miscellaneous – Section F: Special Item of Revenue Anticipated with Prior Written Consent of the Director of Local Government Services – Public and Private Revenues Offset with Appropriations: AQUA Road Restoration Donation.

BE IT FURTHER RESOLVED that the sum of forty-seven thousand and eighteen dollars and forty-four cents ($47,018.44) be and is hereby appropriated under the caption of: 8. General Appropriations (A) Operations – Excluded from "CAPS" AQUA Road Restoration Donation.

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk of the Town of Phillipsburg, County of Warren, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution, adopted by the Town Council of the Town of Phillipsburg at a meeting held on November 12, 2025.

____

Susan Turner, Acting Municipal Clerk

AQUA NEW JERSEY INC.
10 BLACK FOREST RD
Hamilton, NJ 08691

October 21, 2025

>000006 7390954 0001 092574 BULK 8677903
TOWN OF PHILLIPSBURG
120 FILMORE ST
PHILLIPSBURG NJ 08865

VENDOR NUMBER	0300036098
Check Date	October 21, 2025
Check Number	9190020471
Check Amount	$5,418.44

PAGE: 1 OF 1

Date	Invoice Number	Description	Gross Amount	Adjustment	Net Amount
10/20/25	1153	1900010480	$5,418.44	$0.00	$5,418.44
TOTAL			$5,418.44	$0.00	$5,418.44

9303R6 (10/24)

AQUA NEW JERSEY INC.
10 BLACK FOREST RD
Hamilton, NJ 08691

9190020471
October 21, 2025
55 - 277 / 312
Void after 180 days

TOWN OF PHILLIPSBURG
120 FILMORE ST
PHILLIPSBURG, NJ 08865

*********$5,418.44***

FIVE THOUSAND FOUR HUNDRED AND EIGHTEEN DOLLARS AND 44/100

Authorized Signature

PNC Bank, N.A. 060

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER, "VOID" FEATURE, SIMULATED WATERMARK (REVERSE SIDE), MICRO-PRINT BORDER.

⑈9190020471⑈ ⑆031202770⑆ 8026224535⑈

AQUA NEW JERSEY INC.
10 BLACK FOREST RD
Hamilton, NJ 08691

September 30, 2025

>000011 6979385 0001 092574 BULK 8621023
TOWN OF PHILLIPSBURG
120 FILMORE ST
PHILLIPSBURG NJ 08865

VENDOR NUMBER	0300036098
Check Date	September 30, 2025
Check Number	9190020227
Check Amount	$41,600.00

Date	Invoice Number	Description	Gross Amount	Adjustment	Net Amount
09/29/25	1140	1900010244	$41,600.00	$0.00	$41,600.00
TOTAL			$41,600.00	$0.00	$41,600.00

9303R6 (10/24)

AQUA NEW JERSEY INC.
10 BLACK FOREST RD
Hamilton, NJ 08691

9190020227
September 30, 2025
55 - 277 / 312
Void after 180 days

TOWN OF PHILLIPSBURG
120 FILMORE ST
PHILLIPSBURG, NJ 08865

********$41,600.00***

FORTY-ONE THOUSAND SIX HUNDRED DOLLARS AND 00/100

Authorized Signature

PNC Bank, N.A. 060

⑈9190020227⑈ ⑆031202770⑆ 8026224535⑈

RESOLUTION NO. 2025-217

RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AMENDING RESOLUTION NO. 2025-34, CONCERNING THE AUTHORIZATION OF THE EXECUTION OF SHARED SERVICES AGREEMENT WITH PREVENTION IS KEY, INC. FOR OPIOID-RELATED TREATMENT AND COUNSELLING USING FUNDS FROM THE NATIONAL OPIOID SETTLEMENT, TO INCLUDE ADDITIONAL FUNDING

WHEREAS, on February 12, 2025, the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey passed Resolution No. 2025-34, which authorized the execution of a Shared Services Agreement with Prevention is Key, Inc. for opioid-related treatment and counseling for the residents of the Town of Phillipsburg, using funds from the National Opioid Settlement, not exceeding $286,000.00; and

WHEREAS, the Town Council has recently been made aware that additional funds have become available for the project; and

WHEREAS, the Town Council wishes to amend Resolution No. 2025-34 to increase the total amount of the project by $27,451.73, which reflects the amount of additional funds; and

WHEREAS, the total amount for the Shared Services Agreement shall be $313,451.73, which is comprised of the original $286,000.00 amount, plus the additional $27,451,73.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that Resolution No. 2025-34, authorizing the execution of a Shared Services Agreement with Prevention is Key, Inc. for Opioid-Related Treatment and Counseling for the residents of the Town, using funds from the National Opioid Settlement, is hereby amended to increase the total amount from $286,000.00 to $313,451.73.

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 its November 12, 2025 meeting.

____

Susan Turner

Acting Municipal Clerk

R2025-218

RESOLUTION APPOINTING EB EMPLOYEE SOLUTIONS, LLC, DBA AS THE DIFFERENCE CARD TO PROVIDE HRA SERVICES FOR THE TOWN OF PHILLIPSBURG

WHEREAS, the Town of Phillipsburg (hereinafter the "Town" as appropriate) is a municipality of the County of Warren and is subject to certain requirements of the Local Public Contracts Law; and

WHEREAS, the Town resolve to award a professional service agreement in accordance with a fair an open process pursuant to **N.J.S.A. 19:44A-20.4** et. seq.

NOW THEREFORE BE IT RESOLVED THAT:

The EB Employee Solutions, LLC, dba as The Difference Card (hereinafter the VENDOR) with a business address of 200 Business Park Drive, Suite 311, Armonk, NY 10504 is appointed to provide HRA Services for the period January I, 202 through December 31, 2026.

BE IT FURTHER RESOLVED THAT: All associated fees due to the VENDOR will be paid by the Town directly to VENDOR.

BE IT FURTHER RESOLVED THAT: the Mayor and Business Administrator are hereby authorized to execute contracts between the Town and the VENDOR set forth in this resolution with terms and conditions as required by the Town.

BE IT FURTHER RESOLVED THAT: the VENDOR shall execute said contract prepared by the Town and supply any surety bond along with errors and omissions coverage if required by law or deemed necessary in the sole discretion of the COMMISSION.

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 November 12, 2025.

____

Susan Turner, Acting Municipal Clerk

RESOLUTION NO. 2025-219

RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $67,157.50 TO MONTANA CONSTRUCTION, INC. FOR THE WASTEWATER CONVEYANCE IMPROVEMENTS – SAWMILL ROAD HEADWORKS PROJECT AND AUTHORIZING A REDUCTION IN THE OVERALL CONTRACT PRICE BY $256.66

WHEREAS, the Town of Phillipsburg previously awarded a contract to Montana Construction, Inc., 80 Contant Avenue, Lodi, New Jersey 07644 for the Wastewater Conveyance Improvements – Sawmill Road Headworks Project; and

WHEREAS, all work has been completed in accordance with the contact documents and a recommendation for payment in the amount of sixty-seven thousand, one hundred and fifty-seven dollars and fifty cents ($67,157.50), which amount includes the amount due ($54,018.09) and the retainage ($13,139.41,) has been recommended by the Town Engineer; and

WHEREAS, the original contract price awarded to Montana Construction, Inc. was $657,222.00; and

WHEREAS, following the completion of all necessary work by the Contractor, it was determined that a final contract reduction in the amount of $256.66 is necessary; and

WHEREAS, the Town Council desires to authorize payment as detailed above and to authorize a contract reduction in the amount of $256.66; and

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

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that payment in the amount of sixty-seven thousand, one hundred and fifty-seven dollars and fifty cents ($67,157.50), which amount includes the amount due ($54,018.09) and the retainage ($13,139.41) is hereby authorized to be made to Montana Construction, Inc. in connection with the Wastewater Conveyance Improvements – Sawmill Road Headworks Project, as detailed above.

BE IT FURTHER RESOLVED that a contract reduction in the amount of $256.66 is hereby approved.

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 November 12, 2025 meeting.

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Susan Turner, Acting Municipal Clerk

RESOLUTION NO. 2025-220

RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AWARDING THE CONTRACT FOR THE 2025 ROAD PROGRAM CURB RAMP IMPROVEMENTS TO Diamond Construction, Inc.

WHEREAS, the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey solicited bids for 2025 Road Program Curb Ramp Improvements; and

WHEREAS, the bid due date was on October 30, 2025, wherein two (2) bids were received; and

WHEREAS, the Town Engineer reviewed the received bids and provided a report, dated November 6, 2025, which is attached hereto and made part hereof, wherein the Engineer recommends the contract for the above-captioned project to be awarded to Diamond Construction, Inc. of Brick, New Jersey, as the lowest responsible bidder; and

WHEREAS, the award of this contract is subject to certification of funds issued by the Town Chief Financial Officer; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that the contract for the 2025 Road Program Curb Ramp Improvements is hereby awarded to Diamond Construction, Inc. as the lowest responsible bidder.

BE IT FURTHER RESOLVED that the award of such contract is contingent upon a certification of funds issued by the Town Chief Financial Officer.

BE IT FURTHER RESOLVED that the Mayor, Town Administrator, Chief Financial Officer, Town Qualified Purchasing Agent, Town Clerk, and/or any other duly designated representative thereof be and are hereby authorized to execute any and all relevant documents and to take any and all action necessary to effectuate the purpose of this Resolution.

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 November 12, 2025 meeting.

____

Susan Turner
Acting Municipal Clerk.

Van Cleef
ENGINEERING WITH FOCUS

755 Memorial Parkway, Suite 110
Phillipsburg, NJ 08865
908-454-3080

November 6, 2025

Craig Broton
Business Administrator
Town of Phillipsburg

Re: Recommendation of Award
2025 Road Program – Curb Ramp Improvements
Town of Phillipsburg
Project No. 9100 – 2025 Gen

Dear Mr. Broton,

On October 30, 2025, bids were received and opened for the above referenced project. There were two (2) bids received, Diamond Construction, Inc. of Brick, New Jersey is the lowest responsible bidder.

Based on a review of bid documents submitted, we recommend awarding the contract to Diamond Construction, Inc. for the amount of $797,370.00, subject to certification of funds by the Town CFO. The project includes replacement of approximately 157 curb ramps. Project funding share would be anticipated to be $391,037.65 Elizabethtown Gas Escrow, $163,029.16 and remainder Town funds.

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\2025-11-06 - award recommendation - curb ramp improvements.docx

BID TALLY SHEET				Engineers Estimate		BIDDER NO. 1		BIDDER NO. 2	
Date: 10/30/2025 @ 11:30AM 2025 ROAD PROGRAM – CURB RAMP IMPROVEMENTS 9110036 Town Of Phillipsburg Warren County						Diamond Construction, Inc. 35 Beaverson Blvd., Suite 12C, Brick, New Jersey 08723 Thomas J. Lupo Phone: 732-262-7449 Email: tlupo@diamond-const.com		Portofino Builders, LLC 69 Irwin St, Springfield, NJ 07081 Juliana Silva Phone: 908-588-2188 Email: Juliana@portofinobuilders.com	
ITEM NO.	DESCRIPTION	APPROX. QTY	APPROX. UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	FUEL PRICE ADJUSTMENT	1	ALLOWANCE	5,000.00	$ 5,000.00	5,000.00	$ 5,000.00	5,000.00	$ 5,000.00
2	ASPHALT PRICE ADJUSTMENT	1	ALLOWANCE	5,000.00	$ 5,000.00	5,000.00	$ 5,000.00	5,000.00	$ 5,000.00
3	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	2,170	SY	13.75	$ 29,837.50	1.00	$ 2,170.00	30.00	$ 65,100.00
4	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE (2" THICK)	280	T	85.00	$ 23,800.00	50.00	$ 14,000.00	65.00	$ 18,200.00
5	HOT MIX ASPHALT 19 M 64 BASE COURSE (4" THICK)	560	T	85.00	$ 47,600.00	1.00	$ 560.00	65.00	$ 36,400.00
6	CONCRETE SIDEWALK, 4" THICK	2,080	SY	95.00	$ 197,600.00	108.00	$ 224,640.00	130.00	$ 270,400.00
7	DETECTABLE WARNING SURFACE	260	SY	350.00	$ 91,000.00	300.00	$ 78,000.00	850.00	$ 221,000.00
8	9" X 18" CONCRETE VERTICAL CURB	3,900	LF	40.00	$ 156,000.00	120.00	$ 468,000.00	70.00	$ 273,000.00
	BASE BID AMOUNT				**$ 555,837.50**		**$ 797,370.00**		**$ 894,100.00**

TIMOTHY M. O'BRIEN

Signature
TIMOTHY M. O'BRIEN
N.J. Professional Engineer Lic. #24GE05442500

R2025-221
RESOLUTION TO PROVIDE FOR INTERFUND TRANSFERS

BE IT RESOLVED by the Town Council of the Town of Phillipsburg that pursuant to the provision of **N.J.S.A. 40A:5-48**, the Chief Financial Officer be and is hereby authorized to make transfers to said accounts in accordance with the following listing;

Account #	Description	Debits	Credits	
01-201-20-100-001	Business Administrator - S & W	$ 10,000.00		FROM
01-201-22-195-001	Inspections Department - S & W	$ 40,750.00		FROM
01-201-26-305-001	Solid Waste Collection - S & W	$ 35,600.00		FROM
01-201-20-145-001	Revenue Administration - S & W		$ 500.00	TO
01-201-23-225-209	Statutory Expenditures		$ 750.00	TO
01-201-25-265-114	Fire Department - O/E		$ 10,000.00	TO
01-201-26-290-001	Street & Roads - S & W		$ 17,000.00	TO
01-201-26-300-001	Public Works Administration - S & W		$ 1,400.00	TO
01-201-26-310-001	Building & Grounds - S & W		$ 5,200.00	TO
01-201-26-315-001	Vehicle Maintenance - S & W		$ 1,500.00	TO
01-201-31-440-180	Switchboard Expenses - O/E		$ 25,000.00	TO
01-201-36-472-209	Statutory Expenditures - FICA		$ 25,000.00	TO
		$ 86,350.00	$ 86,350.00	
			$ -	

BE IT FURTHER RESOLVED that a copy of this resolution be provided to the Chief Financial Officer;

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 November 12, 2025.

Susan Turner, Acting Municipal Clerk

RESOLUTION NO. 2025-222

RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AWARDING THE CONTRACT FOR ROOF REPLACEMENT AT 540 SOUTH MAIN STREET TO SAFEWAY CONTRACTING, INC. IN THE AMOUNT NOT TO EXCEED $109,500.00

WHEREAS, the Town of Phillipsburg, County of Warren, State of New Jersey solicited competitive proposals for the roof replacement of 540 South Main Street, pursuant to the relevant provisions of the Local Public Contracts Law; and

WHEREAS, the Bid due date was October 28, 2025; and

WHEREAS, the Town professionals have reviewed the proposals received by the Town and provided a Recommendation of Award letter, dated October 28, 2025, wherein a recommendation is made to award the Contract for the above-captioned project to Safeway Contracting, Inc., as the lowest responsible bidder; and

WHEREAS, the subject Recommendation of Award letter, dated October 28, 2025, is attached hereto and made part hereof; and

WHEREAS, the cost of the above-mentioned project is not to exceed one hundred and nine thousand five hundred dollars ($109,500.00); and

WHEREAS, the award of such Contract is contingent upon a certification of funds issued by the Town CFO, demonstrating sufficient funding available for the above-mentioned project.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that the Contract for the roof replacement of 540 South Main Street is hereby awarded to Safeway Contracting, Inc. in the amount not to exceed one hundred and nine thousand five hundred dollars ($109,500.00).

BE IT FURTHER RESOLVED that the award of such Contract is contingent upon a certification of funds, issued by the Town Chief Financial Officer, demonstrating sufficient funding available to fund the subject project.

BE IT FURTHER RESOLVED that the Mayor, Town Administrator, Chief Financial Officer, Town Qualified Purchasing Agent, Town Clerk, and/or any other duly designated representative thereof be and are hereby authorized to execute any and all relevant documents and to take any and all action necessary to effectuate the purpose of this Resolution.

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 November 12, 2025 meeting.

____

Susan Turner, Acting Municipal Clerk.

(SENT VIA EMAIL)
October 28, 2025

Township of Phillipsburg
120 Filmore Street
Phillipsburg, New Jersey 08865

ATT: Susan Turner
Acting Municipal Clerk

RE: Bid Results
Roof Replacement at 540 S. Main Street
D | R Project No. 4517

Dear Ms. Turner:

We are writing to you with the results of the bid opening held on October 28, 2025, for the following project:

Contract No. 1: Single Overall Contract- All Project Work for:
Roof Replacement at 540 S. Main Street

In attendance at the bid opening were:

- Susan Turner, Acting Municipal Clerk, Township of Phillipsburg
- Kenneth Ross, A.I.A., Senior Project Manager, Di Cara Rubino Architects
- See attached sign-in sheet for additional attendees

Contract No. 1: Single Overall Contract- All Project Work for:
Roof Replacement at 540 S. Main Street

Thirteen (13) bids were received for this contract as per the attached recapitulation sheet, the three low bid amounts are as follows:

1.	Safeway Contracting, Inc.	$109,500.00
2.	Strober-Wright Roofing, Inc.	$136,010.00
3.	Marshall, LLC	$147,000.00

A review for material defects in the Bid Documents of the bids shall be performed by the Town's Attorney. Copies of the bidder's Proposals, Forms, Bid Bonds, etc., have been forwarded to the Attorney by the township.

Based on the above, we take no exception to awarding **Contract No. 1: Single Overall Contract - All Project Work** for the Roof Replacement at 540 S Main Street to Safeway Contracting, Inc. in the amount of $ 109,500.00. (Pending Board Attorney's Review of Bid Proposals)

If you have any further questions regarding the above, please do not hesitate to contact our office.

Very truly yours,

DI CARA | RUBINO ARCHITECTS

Kenneth Ross, A.I.A.
Senior Project Manager

KER/

Attachment 1) Bid Tabulation
2) Sign-in Sheet

cc: Matthew Noel, Deputy Director of Municipal Services, Town of Phillipsburg
Tim O'Brien, Town Engineer, Vancleef Engineering
Rodney Watkins, Principal, Di Cara | Rubino Architects
File

PROJECT:	**4517**		**BID TABULATION FORM**
Township of Phillipsburg			**Di Cara | Rubino Architects**
Roof Replacement at 540 S. Main Street			35 Waterview Blvd, Parsippany, NJ 07054
DUE DATE:	**10/28/2025**		(973) 256-0202
TIME:	**11:00am**		Fax (973) 256-0227
PLACE:	**Town Hall**		

BIDDER	BASE BID
Alan Kunsman Roofing and Siding Inc.	$ 180,000.00
Arco Construction Inc.	$ 153,750.00
Badger Roofing Company Inc.	$ 159,000.00
BIMAK Group	No Bid Received
Blackstone 360	No Bid Received
D.A. Nolt, Inc.	$ 255,617.00
Daskal LLC	No bid
Detwiler Roofing LLC	$ 266,000.00
G.C. Dynatech Construction, LLC	$ 184,000.00
High Caliber Renovations LLC	No Bid Received
JDS General Contracting	No Bid Received
Mak Group, LLC	$ 163,758.00
Marshall, LLC	$ 147,000.00
Northeast Roof Maintenance, Inc.	$ 195,000.00
Safewa Contracting, Inc.	$ 109,500.00
Sky General Construction LLC	$ 153,000.00
Strober-Wright Roofing, Inc.	$ 136,010.00
TNT Construction Group LLC	No Bid Received
USA General Contractors Corp.	$ 194,000.00
VMG Group	No Bid Received
White Rock Corp.	No Bid Received

RESOLUTION NO. 2025-223

RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AWARDING THE CONTRACT FOR THE GREEN STREET PARK IMPROVEMENTS TO SHORE TOP CONSTRUCTION CORPORATION

WHEREAS, the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey solicited bids for Green Street Improvements Project; and

WHEREAS, the bid due date was on October 30, 2025, wherein two (2) bids were received; and

WHEREAS, the Town Engineer reviewed the received bids and provided a report, dated November 5, 2025, which is attached hereto and made part hereof, wherein the Engineer recommends the contract for the above-captioned project to be awarded to Shore Top Construction of 32 Yellowbrook Road, Freehold, New Jersey, as the lowest responsible bidder; and

WHEREAS, the Town Engineer recommended award of the Base Bid Contract A for the reconstruction of the sports courts (basketball/Pickleball courts) and Base Bid Contract C for demolition of existing tennis courts.

WHEREAS, the award of this contract is subject to certification of funds issued by the Town Chief Financial Officer; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that the contract for the Green Street Park Improvements for Base Bid Option A and Base Bid Option C is hereby awarded to Shore Top Construction Corporation as the lowest responsible bidder.

BE IT FURTHER RESOLVED that the award of such contract is contingent upon a certification of funds issued by the Town Chief Financial Officer.

BE IT FURTHER RESOLVED that the Mayor, Town Administrator, Chief Financial Officer, Town Qualified Purchasing Agent, Town Clerk, and/or any other duly designated representative thereof be and are hereby authorized to execute any and all relevant documents and to take any and all action necessary to effectuate the purpose of this Resolution.

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 November 12, 2025 meeting.

____

Susan Turner
Acting Municipal Clerk.

755 Memorial Parkway, Suite 110
Phillipsburg, NJ 08865
908-454-3080

November 11, 2025

Craig Broton
Business Administrator
Town of Phillipsburg

Re: Recommendation of Award
Green Street Park Improvements
Town of Phillipsburg
Project No. 9100 – 2025 Gen

Dear Mr. Broton,

On October 30, 2025, bids were received and opened for the above referenced project. There were two (2) bids received, Shore Top Construction Corporation of 23 Yellowbrook Road, Freehold, NJ 07728 is the lowest responsible bidder.

Based on a review of documents submitted, we recommend awarding the contract to Shore Top Construction Corp. for Base Bid Contract A (Removal of existing basketball courts and installation of 2 new pickle ball and 1 basketball court) and Base Bid Contract C (Demo Existing tennis Courts)in the amount of $349,180.00, subject to certification of funds by the Town CFO.

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

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BID TALLY SHEET
Date: 10/30/2025 @1:30PM
Green Street Park Improvements
9100
Town Of Phillipsburg
Warren County

Engineers Estimate	BIDDER NO. 1	BIDDER NO. 2
	Halecon, Inc 136 Billian Street Bridgewater, NJ 08807 Phone: 732-302-1234 Fax: 732-302-0066 www.haleconinc.com casey.halecon@verizon.net	Shore Top Construction 23 Yellowbrook Road, Freehold, NJ 07728 Michael Smit Mike@shoretopcc.com 732-835-2600

BASE BID OPTION A - FULL RECONSTRUCTION OF COURT

ITEM NO.	DESCRIPTION	APPROX. QTY	UNIT	Engineers Estimate UNIT PRICE	Engineers Estimate EXTENDED PRICE	Bidder No. 1 UNIT PRICE	Bidder No. 1 EXTENDED PRICE	Bidder No. 2 UNIT PRICE	Bidder No. 2 EXTENDED PRICE
1	CLEARING SITE	1	LS	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 30,000.00	$ 30,000.00
2	FUEL PRICE ADJUSTMENT	1	ALLOWANCE	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
3	ASPHALT PRICE ADJUSTMENT	1	ALLOWANCE	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
4	REMOVAL EXISTING PAVEMENT	1,200	SY	$ 30.00	$ 36,000.00	$ 35.00	$ 42,000.00	$ 10.00	$ 12,000.00
5	REMOVAL OF EXISTING SUBGRADE	1,200	SY	$ 30.00	$ 36,000.00	$ 5.00	$ 6,000.00	$ 14.00	$ 16,800.00
6	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	1,420	SY	$ 25.00	$ 35,500.00	$ 5.00	$ 7,100.00	$ 14.00	$ 19,880.00
7	HMA BASE COURSE, 4" THICK 19M64	360	TONS	$ 200.00	$ 72,000.00	$ 140.00	$ 50,400.00	$ 130.00	$ 46,800.00
8	HMA SURFACE COURSE, 2" THICK 9.5M64	180	TONS	$ 200.00	$ 36,000.00	$ 160.00	$ 28,800.00	$ 160.00	$ 28,800.00
9	SPORTS COURT COLOR COATING	1,200	SY	$ 35.00	$ 42,000.00	$ 24.00	$ 28,800.00	$ 19.00	$ 22,800.00
10	CHAIN LINK FENCE, BLACK VINYL COATED, 12' HIGH	510	LF	$ 140.00	$ 71,400.00	$ 115.00	$ 58,650.00	$ 120.00	$ 61,200.00
11	CHAIN LINK FENCE, BLACK VINYL COATED, 4' HIGH	45	LF	$ 80.00	$ 3,600.00	$ 100.00	$ 4,500.00	$ 60.00	$ 2,700.00
12	CHAIN LINK SWINGING GATE, BLACK VINYL COATED, 5' WIDE	6	UN	$ 1,300.00	$ 7,800.00	$ 1,800.00	$ 10,800.00	$ 750.00	$ 4,500.00
13	PICKLEBALL SPORTS NETTING SYSTEM	2	U	$ 3,500.00	$ 7,000.00	$ 7,700.00	$ 15,400.00	$ 5,000.00	$ 10,000.00
14	BASKETBALL BACKBOARD SYSTEM WITH PADDING	2	UN	$ 15,000.00	$ 30,000.00	$ 10,000.00	$ 20,000.00	$ 7,000.00	$ 14,000.00
15	TOPSOIL, SEED, MULCH	500	SY	$ 8.00	$ 4,000.00	$ 4.00	$ 2,000.00	$ 3.00	$ 1,500.00
	BASE BID OPTION A AMOUNT				**$ 396,300.00**		**$ 294,450.00**		**$ 280,980.00**

BASE BID OPTION B - MILL & OVERLAY OF COURT

ITEM NO.	DESCRIPTION	APPROX. QTY	UNIT	Engineers Estimate UNIT PRICE	Engineers Estimate EXTENDED PRICE	Bidder No. 1 UNIT PRICE	Bidder No. 1 EXTENDED PRICE	Bidder No. 2 UNIT PRICE	Bidder No. 2 EXTENDED PRICE
1	CLEARING SITE	1.00	LS	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00
2	FUEL PRICE ADJUSTMENT	1.00	ALLOWANCE	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
3	ASPHALT PRICE ADJUSTMENT	1.00	ALLOWANCE	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
4	REMOVAL EXISTING PAVEMENT	25.00	SY	$ 30.00	$ 750.00	$ 35.00	$ 875.00	$ 50.00	$ 1,250.00
5	2" MILL OF EXISTING ASPHALT COURT	1,200.00	SY	$ 7.00	$ 8,400.00	$ 16.00	$ 19,200.00	$ 10.00	$ 12,000.00
6	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	260.00	SY	$ 25.00	$ 6,500.00	$ 5.00	$ 1,300.00	$ 30.00	$ 7,800.00
7	HMA BASE COURSE, 4" THICK 19M64	60.00	TONS	$ 200.00	$ 12,000.00	$ 140.00	$ 8,400.00	$ 150.00	$ 9,000.00
8	HMA LEVELING COURSE, VARIABLE THICKNESS 9.5M64	160.00	TONS	$ 200.00	$ 32,000.00	$ 160.00	$ 25,600.00	$ 100.00	$ 16,000.00
9	HMA SURFACE COURSE, 2" THICK 9.5M64	180.00	TONS	$ 200.00	$ 36,000.00	$ 160.00	$ 28,800.00	$ 250.00	$ 45,000.00
10	SPORTS COURT COLOR COATING	1,200.00	SY	$ 35.00	$ 42,000.00	$ 24.00	$ 28,800.00	$ 19.00	$ 22,800.00
11	CHAIN LINK FENCE, BLACK VINYL COATED, 12' HIGH	510.00	LF	$ 140.00	$ 71,400.00	$ 115.00	$ 58,650.00	$ 120.00	$ 61,200.00
12	CHAIN LINK FENCE, BLACK VINYL COATED, 4' HIGH	45.00	LF	$ 80.00	$ 3,600.00	$ 100.00	$ 4,500.00	$ 60.00	$ 2,700.00
13	CHAIN LINK SWINGING GATE, BLACK VINYL COATED, 5' WIDE	6.00	UN	$ 1,300.00	$ 7,800.00	$ 1,800.00	$ 10,800.00	$ 750.00	$ 4,500.00
14	PICKLEBALL SPORTS NETTING SYSTEM	2.00	U	$ 3,500.00	$ 7,000.00	$ 7,700.00	$ 15,400.00	$ 3,000.00	$ 6,000.00
15	BASKETBALL BACKBOARD SYSTEM WITH PADDING	2.00	UN	$ 15,000.00	$ 30,000.00	$ 10,000.00	$ 20,000.00	$ 7,000.00	$ 14,000.00
16	TOPSOIL, SEED, MULCH	500.00	SY	$ 8.00	$ 4,000.00	$ 4.00	$ 2,000.00	$ 3.00	$ 1,500.00

	BASE BID OPTION B AMOUNT				**$ 276,450.00**		**$ 244,325.00**		**$ 233,750.00**

BASE BID OPTION C - DEMOLITION OF EXISTING TENNIS COURTS

ITEM NO.	DESCRIPTION	APPROX. QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	DEMOLITION OF EXISTING TENNIS COURTS INCLUDING REMOVAL	1.00	LS	$ 100,000.00	$ 100,000.00	$ 66,000.00	$ 66,000.00	$ 40,000.00	$ 40,000.00
2	CONSTRUCTION CONTINGENCY ALLOWANCE	1.00	ALLOWANCE	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
3	TOPSOIL, SEED, MULCH	16,000.00	SF	$ 1.00	$ 16,000.00	$ 3.00	$ 48,000.00	$ 0.20	$ 3,200.00
	BASE BID OPTION C AMOUNT				**$ 141,000.00**		**$ 139,000.00**		**$ 68,200.00**

BID SCENARIOS

Date: 10/21/2025 **Green Street Park Improvements** **9100** **Town of Phillipsburg** **Warren County**	**Engineers Estimate**	**BIDDER NO. 1** Halecon, Inc 136 Billian Street Bridgewater, NJ 08807 Phone: 732-302-1234 Fax: 732-302-0066 www.haleconinc.com casey.halecon@verizon.net	**BIDDER NO. 2** Shore Top Construction 23 Yellowbrook Road, Freehold, NJ 07728 Michael Smit Mike@shoretopcc.com 732-835-2600
BASE BID OPTION A - FULL RECONSTRUCTION OF COURT	$ 396,300.00	$ 294,450.00	$ 280,980.00
BASE BID OPTION B - MILL & OVERLAY OF COURT	$ 276,450.00	$ 244,325.00	$ 233,750.00
BASE BID OPTION C - DEMOLITION OF EXISTING TENNIS COURTS	$ 141,000.00	$ 139,000.00	$ 68,200.00
BASE BID OPTION A & BASE BID OPTION C	$ 537,300.00	$ 433,450.00	**$ 349,180.00**
BASE BID OPTION B & BASE BID OPTION C	$ 417,450.00	$ 383,325.00	**$ 301,950.00**

TIMOTHY M. O'BRIEN
Signature
TIMOTHY M. O'BRIEN
N.J. Professional Engineer Lic. #24GE05442500

R2025-224

RESOLUTION AUTHORIZING REFUND OF PROPERTY TAX OVERPAYMENT DUE TO TAX EXEMPTION

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 a tax exemption

YEAR 2025:

Block 401	Lot 15 X	Warren Hospital % Real Est Dept. 801 Ostrum Street Bethlehem, PA 18015	$ 307,774.03

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 November 12, 2025.

____

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

November 6, 2025

Susan,

Please include the following Tax Overpayment refund for Tax Exempt at the next Council Meeting.

YEAR 2025:

Block 401	**Lot 15 X**	**Warren Hospital % Real Est Dept.** **801 Ostrum Street** **Bethlehem, PA 18015**	**$ 307,774.03**

Daniele Lattig
Tax Office

R2025-225

RESOLUTION AUTHORIZING REFUND OF PROPERTY TAX OVERPAYMENT

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

WHEREAS, said payment was due to a tax overpayment

YEAR 2026:

Block 806	Lot 21	113 Bullman LLC 113 Bullman Street Phillipsburg, NJ 08865	$762.79
Block 1412	Lot 8	Filmore Real Estate LLC 12 Edgemere Terrace Washington, NJ 07882	$863.70
Block 2722	Lot 3	Thomas J. Conklin & Sylvia Szanati 412 Lyndale Street Phillipsburg, NJ 08865	$1,403.06

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 November 12, 2025.

____

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

November 6, 2025

Susan,

Please include the following Tax Overpayment refunds at the next Council Meeting.

YEAR 2026:

Block 806	**Lot 21**	**113 Bullman LLC** **113 Bullman Street** **Phillipsburg, NJ 08865**	**$762.79**
Block 1412	**Lot 8**	**Filmore Real Estate LLC** **12 Edgemere Terrace** **Washington, NJ 07882**	**$863.70**
Block 2722	**Lot 3**	**Thomas J. Conklin & Sylvia Szanati** **412 Lyndale Street** **Phillipsburg, NJ 08865**	**$1,403.06**

Daniele Lattig
Tax Office

R2025-226

RESOLUTION AUTHORIZING REFUND OF SEWER ACCOUNT OVERPAYMENT

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

WHEREAS, said payment was due to a sewer account overpayment

YEAR 2025:

Block 909	**Lot 34**	**Peter Mulshine** **23 Hudson Street** **Phillipsburg, NJ 08865**	**$ 498.47**

NOW, THEREFORE, BE IT RESOLVED that the Council of the Town of Phillipsburg, County of Warren, that the foregoing payment 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 November 12, 2025.

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

November 6, 2025

Susan,

Please include the following Sewer Overpayment refund at the next Council Meeting.

YEAR 2025:

Block 909	**Lot 34**	**Peter Mulshine** **23 Hudson Street** **Phillipsburg, NJ 08865**	**$ 498.47**

Daniele Lattig
Tax Office

RESOLUTION NO 2025-227

RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF REVENUE IN THE BUDGET OF THE MUNICIPALITY PURSUANT TO THE RELEVANT PROVISIONS OF N.J.S.A. 40A:4-87 (CHAPTER 159, P.L. 1948) – FY 2025 REGULAR MINI-GRANT FUNDS

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item(s) shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that the Director of the Division of Local Government Services is hereby requested to approve the insertion of an item of revenue in the Phillipsburg Town Budget of the year 2025 in the sum of one thousand nine hundred and sixty-eight dollars and fourteen cents ($1,968.14) under Category 3. Miscellaneous – Section F: Special Item of Revenue Anticipated with Prior Written Consent of the Director of Local Government Services – Public and Private Revenues Offset with Appropriations: FY 2025 Regular Mini-Grant funds.

BE IT FURTHER RESOLVED that the sum of one thousand nine hundred and sixty-eight dollars and fourteen cents ($1,968.14) be and is hereby appropriated under the caption of: 8. General Appropriations (A) Operations – Excluded from " CAPS" FY 2025 Regular Mini-Grant funds.

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk of the Town of Phillipsburg, County of Warren, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution, adopted by the Town Council of the Town of Phillipsburg at a meeting held on November 12, 2025.

____

Susan Turner, Acting Municipal Clerk

Warren County Cultural & Heritage Affairs

Shippen Manor
8 Belvidere Ave.
Oxford, NJ 07863
908-453-4381

Friday, Oct. 17, 2025

Sgt. Steven Fielding
Phillipsburg Police Department
712 S. Main Street
Phillipsburg, NJ 08865

Dear Sgt. Fielding,

The Division of Cultural & Heritage Affairs has awarded the Phillipsburg Police Department **$1,968.14** in FY 2025 Regular Mini-Grant funds to purchase art supplies for community policing events with the youth of your community. All monies must be expended **before December 19, 2025** as this grant runs on a fiscal year of January through December. Please submit your final report once your project/event/program/other has been completed.

Once you have completed your program/project and all monies are expended, please send the following for your **final report** (according to page 2 of your request form). When submitting your final reports, please combine all docs into one PDF.

- Short synopsis of your completed grant-funded program/event/project on organization letterhead (one to two pages, typed, spacing and font no larger than 12 font and double-spaced, not to exceed two pages).
- Number of adults and/or children (k-12) that benefitted (not including staff, volunteers or performers/ presenters paid by grant funds).
- Cost of participation to the public or organization (e.g. tickets, admission).
- Copies of all receipts and paid invoices that must be marked paid and show payment was received by vendor/performer/professional.
- Two to three photographs on one page that are color, clear and not pixelated. Please do not include faces of children as photographs may be used by WCCHA or NJSCA.

The Division of Cultural & Heritage Affairs has to accurately account for all funds to the NJ State Council on the Arts for the County's final report and I appreciate your cooperation.

If you have any questions regarding final reports, please contact Gina (**grosseland@co.warren.nj.us**) or by phone (908) 453-4381. Please keep a copy for your records.

Thank you.

Gina M. Rosseland, Assistant Administrator

RESOLUTION 2025-228

AUTHORIZING THE ESCNJ COOPERATIVE PURCHASE AND INSTALLATION OF PARK EQUIPMENT FOR MERCER PARK FROM LIBERTY PARKS AND PLAYGROUNDS IN AN AMOUNT NOT TO EXCEED $299,672.67

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

WHEREAS, this project will funded in part through a NJDEP Greens Park Grant funding;

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 ESCNJ Cooperative purchase and installation of park equipment for Mercer Park from Liberty Parks and Playgrounds in an amount not to exceed $299,672.67 pursuant to ESCNJ Cooperative contract number ESCNJ 24/25-01 and ESCNJ 24/25-03.

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by Council at a meeting November 12, 2025.

Susan Turner, Acting Municipal Clerk

Liberty Parks & Playgrounds

DREAM BIG

P.O. Box 52, Stratford, NJ 08084 | 877.376.7823 | libertyparks.com

PROPOSAL

To: Town of Phillipsburg
120 Filmore St, Phillipsburg, NJ 08865
Attn: Matt Noel
908-454-5500 ext. 390
mnoel@phillipsburgnj.org

Re: Mercer Street Park
OE25012038
Design 2

Date: September 12, 2025

Item	Qty	Description	Price
Miracle Recreation			
1	3	Bench W/Back 6' Diamond Ing #MRSG303D	$1,698.00
2	2	Swg Part Tot Seat 360 Deg W/Chain (8' TR) #2990	$446.00
3	2	Swg Part Slash Proof Seat W/Chain (8' TR) #2840	$304.00
4	1	5" Od Single Post Swg Frame Only 2 Seats Req #7147352	$1,606.00
5	2	Swg Part Therapeutic Swg Seat W/Chain (8' TR) #2740	$3,074.00
6	2	Bay Extension For 5" Od Sgl Post Swg Frame #7147352X	$2,284.00
7	1	MM Grand Gallery #4534	$17,036.00
8	1	Welcome Sign Ages 5-12, FS #787003	$828.00
9	1	Ten Spin #304	$4,288.00
10	2	1/2 Hex Full Deck (Attaches To 4 Posts) #7145039	$3,842.00
11	2	Single Pod Seat #7148173B	$1,372.00
12	1	Calypso 2 Drum 1/2 Panel (Below Deck) #71471513HB	$1,635.00
13	1	Sq Trsfr Point, CL HR (3' DK) #71485139	$3,810.00
14	1	Ada Stairs Between Decks W/2' Rise 4' Span #71495949	$4,303.00
15	1	Pod Hopper (5' DK) #7146195	$5,025.00
16	1	Bumper Ladder (5' Deck) #7149765	$2,039.00
17	1	Wide 4' Burma Bridge #7147234W9	$2,472.00
18	1	Vertical Ladder Climber (5' DK) #714815	$1,019.00
19	1	Wave Hex Topper #7146806T	$733.00
20	1	Square Deck (Attaches To 4 Posts) #7145029	$1,444.00
21	1	Avalanche Incl Slide W/Tube (5' DK) #7146825	$6,791.00
22	10	5" Od X 168" Post For Roof (3'6"-5' DK) #714573	$5,220.00
23	1	Wave Quad Roof W/Topper #7146804C	$1,609.00

24	1	Chamii Entry & Exit (5' - 6'6" DK) #7146701	$3,019.00
25	1	Wave Hex Roof W/Topper #7146806C	$4,847.00
26	2	5" Od X 112" Post (3' DK) #7145493	$776.00
27	1	5" Od X 168" Post For Roof (3'6"-5' DK) #714573	$522.00
28	1	Triangle Deck (Attaches To 3 Posts) #7145019	$1,011.00
29	2	Chamii Right Section #7146705	$716.00
30	1	Space Ship Panel #714617	$1,890.00
31	1	Marble Race Panel #7149831	$2,434.00
32	1	HEX/Triangle PERF Panel - KC #71471316	$1,770.00
		Subtotal	$89,863.00
		Freight	$4,416.81
		ESCNJ Discount	($8,087.67)
		Miracle Recreation Subtotal	$86,192.14
		Manufacturer's Additional Discount	($16,227.20)
		Miracle Recreation Total	$69,964.94
Installation			
33	1	Install of line items # 1-32 (above).	$57,242.73
Safety Surfacing			
34	5,580 SF	Poured in Place Resilient Rubber Surfacing (PIP) at an average depth of 3.5 inches to protect up to a 8 ft critical fall height. Colors are to be 50% Standard color and 50% Black with a Flush to Edge edge detail. Poured in Place is to be installed over a stone sub-base;Binder Type: Aromatic. Standard color options are: Terra Cotta Red, Blue, Green, Tan. Delivered. *Customer is responsible for the security of the surfacing after installation is complete.* *Initial _______*	$135,315.00
35	1	Manufacturer's Additional Discount	($14,000.00)
		Safety Surfacing Total	$121,315.00
Sitework			
36	45 Tons	Removal and disposal of existing earth and materials.	$24,750.00
37	80 Tons	Furnish and install of a clean compacted stone base in preparation of PIP.	$26,400.00
		Sitework Subtotal	$51,150.00
		Grand Total	**$299,672.67**

Line Items #1-32 Pricing per ESCNJ 24/25-01 Playground Equipment
Line items #33-37 Pricing per ESCNJ 24/25-03 Playground Surfacing and Installation
All labor pricing is based upon NJ prevailing wages.

PRICING VALID FOR 30 DAYS

Prior to placement of order, please contact your representative with your color selections.

If tax is not included on proposal, we will require a tax exempt certificate. If we are not provided a tax exempt certificate, tax will be added to the invoice which will alter the grand total.

Current Delivery: Lead Times are changing daily. Contact your representative for an updated lead time.

Current Installation: Approximate install date will be given when deposit check is received. *Installation lead time may vary depending when check is received.*

Disposal of trash generated during construction shall be disposed of by customer. A dumpster could be provided for an additional $950.00

Forklift needed to offload delivery via tractor trailer. Lift gate service may be available for additional charge

If installation is not included on this proposal, unloading the equipment will be done by others (owner's responsibility). Unloading of the equipment may be available for an additional fee, This fee is not included with this quote unless specifically stated. Owner must contact us for pricing and availability prior to placing the order.

Installation is not provided, unless included above. The following items are relevant to proposals involving installation:

Work area must be level and accessible by trucks and equipment necessary to perform the required tasks.

Unless otherwise noted, poured in place is std. color/black 50/50 mix; rubber mulch is std. color selection.

Any necessary permits are to be obtained by the owner unless otherwise noted.

The cost to locate and identify any PRIVATE utilities is the Owners. This includes anything not located by Miss Utility, NJ One Call, PA One Call, New York 811, Repair of unidentified, unmarked underground private utilities that are damaged during construction is the responsibility of the Owner

Pricing assumes good soil conditions. Additional charges may be applied due to unforeseen circumstances; such as rock, buried debris, etc. Potentially avoid additional costs and delays by notifying us of any known obstructions.

If demolition of existing equipment is to be completed by the owner, it is imperative that all concrete footers be removed and replaced with clean, compacted fill.

An on site area shall be provided by the owner for the deposit of unused spoils (dirt, rock, debris, etc.) that are produced as a result of the work performed.

PAYMENT TERMS: 50% DUE AT TIME OF ORDER, 25% DUE UPON MOBILIZATION, REMAINING BALANCE DUE UPON SATISFACTORY COMPLETION. Non-taxable customers will provide proper tax exemption certificate to Liberty Parks & Playgrounds, Inc. Purchase orders and payments should be made payable to the order of Liberty Parks & Playgrounds, Inc. I/we understand that all accounts are payable to Liberty Parks & Playgrounds, Inc. according to the terms shown on each invoice, and if not paid on or before said date, are then delinquent. I/we agree to pay any and all service charges (1.25% per month) added each month to past due invoices. All charges are due and payable in full at P.O. Box 52, Stratford, NJ 08084. To the extent the terms and conditions of any purchase order and/or order confirmations are inconsistent with the terms and conditions of this signed quote, the terms and conditions of this signed quote shall prevail.

Initial ____

To be filled out by customer:

Accepted by: ______________________ ______________________

signature ***date***

______________________ ______________________

please print name ***title***

Ship To: ______________________ ***Name*** ______________________

______________________ ______________________

street address ***phone***

______________________ ______________________

city/town ***state*** ***zip*** ***email address***

Bill To ______________________ ***Name*** ______________________

______________________ ______________________

street address ***phone***

______________________ ______________________

city/town ***state*** ***zip*** ***email address***

____

purchase order if applicable

R2025-229

RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, DESIGNATING BLOCK 506 LOT 1 AS AN AREA IN NEED OF REDEVELOPMENT WITHOUT CONDEMNATION AUTHORITY

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the "Redevelopment Law"), authorizes municipalities to determine whether certain parcels of land located therein constitutes an area in need of redevelopment; and

WHEREAS, on September 10, 2025, the Town Council adopted Resolution 2025-175 directing the Town Planning Board (the "Planning Board") to undertake an investigation to determine whether all or a portion of certain property identified on the tax maps of the Town as Block 506, Lot 1, known as 675 Corliss Avenue, constituted a non-condemnation area in need of redevelopment (the "Study Area") pursuant to the Redevelopment Law; and

WHEREAS, the Planning Board caused Van Cleef Engineering Associates (the “Planning Consultant”) to conduct an investigation to determine whether the Study Area should be designated a non-condemnation area in need of redevelopment; and

WHEREAS, the Planning Board received a report setting forth the basis for the investigation and a map depicting the Study Area prepared by the Planning Consultant dated September 23, 2025, entitled, “Preliminary Investigation: Block 506, Lot 1, Area in Need of Redevelopment” (the “Report”); and

WHEREAS, the Redevelopment Law requires the Planning Board to conduct a public hearing prior to making its recommendation to the Town Council, as to whether the Study Area should be designated as non-condemnation area in need of redevelopment, at which hearing the Planning Board shall hear all persons who are interested in or would be affected by the determination that the Study Area is an area in need of redevelopment; and

WHEREAS, on October 23, 2025 Planning Board held a duly noticed public meeting at which time the Planning Board reviewed the Report, heard testimony from representatives of the Planning Consultant, conducted a public hearing during which time all persons who were interested in or would be affected by a determination regarding the Study Area had the opportunity to be heard; and

WHEREAS, the Planning Consultant concluded in the Report and testified to the Planning Board that the Study Area satisfies the criteria for a redevelopment area designation as set forth in the Redevelopment Law pursuant to N.J.S.A. 40A:12A-5; and

WHEREAS, after the conclusion of the public hearing described above, the Planning Board adopted a resolution accepting and adopting the recommendation contained in the Report and recommending that the Study Area be declared a non-condemnation area in need of redevelopment, in accordance with the Redevelopment Law, for the reasons set forth in the Report; and

WHEREAS, the Town Council agrees with the conclusion of the Planning Board that the Study area satisfies the criteria for redevelopment area designation set forth in the Redevelopment Law and finds that such conclusion is supported by substantial evidence; and

WHEREAS, the Town Council now desires to declare the Study Area as a non-condemnation area in need of redevelopment, pursuant to N.J.S.A.40A:12A-6.

NOW THEREFORE, be it resolved by the Town Council of the Town of Phillipsburg, County of County of Warren and State of New Jersey as follows:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. Based on the Report and the recommendation of the Planning Board, the Study Area satisfies the criterion for redevelopment area designation as set forth in the Redevelopment Law. Accordingly, the Study Area is hereby designated as a non-condemnation area in need of redevelopment.

Section 3. The Study Area is further hereby designated as a Non-Condemnation Redevelopment Area" as referenced in the Redevelopment Law.

Section 4. The Town Clerk is hereby directed to transmit a certified copy of this resolution forthwith to the Commissioner of the Department of Community Affairs for review.

Section 5. This resolution shall take effect in accordance with applicable law.

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by Council at a meeting November 12, 2025.

____

Susan Turner, Acting Municipal Clerk

WILHELM & ROEMERSMA, P.C.

WWGR

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

WWGRLAW.COM

EMAIL: INFO@WWGRLAW.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

October 23, 2025

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

Re: Town Council Resolution No. 2025-175

Dear Ms. Turner:

October 23, 2025, at its regularly scheduled meeting, the Town of Phillipsburg Land Use Board undertook a preliminary investigation of whether the proposed study area known as 675 Corliss Avenue, and identified on the Town Tax Map as Block 506, Lot 1, is in need of non-condemnation redevelopment pursuant to N.J.S. 40A:12A-1, *et. seq.*, at the request of the Town Council as set forth in the Council's Resolutions No. 2025-175.

The Board undertook the preliminary investigation in consultation with the input of Town Planner and Town Engineer Timothy O'Brien, P.E., P.P., C.M.E. After consideration of the matter, the Board has directed me to report their determination to the Council. The Board is of the opinion that the subject property qualifies as an area in need of non-condemnation redevelopment. Further, the Board recommends that any action by the Town Council be taken in conformance with the specific recommendations, if any, set forth in the September 23, 2025 "Preliminary Investigation: Block 506, Lot 1, Area in Need of Redevelopment" Report prepared by Van Cleef Engineering Associates.

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

Very truly yours,
Scott M. Wilhelm

Scott M. Wilhelm, Esq.
Attorney for Phillipsburg Land Use Board

cc: William Duffy, Chairman – via email
Timothy O'Brien, P.E., P.P., C.M.E., Town Engineer – via email
Richard Wenner, Esq., Town Attorney - via email
Kelly Lefler, Board Secretary – via email

R2025-230

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING EXECUTION OF LEASE AGREEMENT BETWEEN PHILLIPSBURG ARTS ASSOCIATION AND THE TOWN OF PHILLIPSBURG

WHEREAS, the Phillipsburg Arts Association has requested the use of a disused municipal lot owned by the town; and

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

WHEREAS, the Town is desirous of leasing the space to the Phillipsburg Arts Association for the purposes set forth above.

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

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 November 12, 2025

____

Susan Turner, Acting Municipal Clerk

Phillipsburg Arts Association

October 8, 2025
Phillipsburg Arts Association
140 South Main Street
Phillipsburg, N.J. 08865

Dear Mayor Randy Piazza,

As per our conversation regarding 18-20 Market Street, Block 918, Lot 5 in Phillipsburg, NJ 08865, Warren County. We are pleased to learn that you are willing to lease this public lot adjacent to the Phillipsburg Arts Association for one dollar per year for the term of our operation in Downtown Phillipsburg. In return, we the Phillipsburg Arts Association agree to cultivate a community garden project; to removing all overgrown, weeds, shrubs, invasive plants and ivy; and improve the space with low maintenance plants and flowers. We will be responsible for all maintenance for the entire greenery related to the lot. We would like this to take effect January 1, 2026.

Sincerely yours,

Alex Ibarra

Alex Ibarra
President/Founder
Phillipsburg Arts Association
AlexIbarra@phillipsburgartsassociation.com

LEASE AGREEMENT

THIS LEASE, made as of this 1st day of January, 2026, by and between Phillipsburg Arts Association, having an address of 140 South Main Street, Phillipsburg, NJ 08865, hereinafter referred to as "Tenant," and the Town of Phillipsburg, a municipal corporation of the State of New Jersey, having an address of 120 Filmore Street Phillipsburg, New Jersey 08885, hereinafter referred to as "Landlord".

WITNESSETH

WHEREAS, the Landlord is the owner of certain real property located in the Town of Phillipsburg, County of Warren, State of New Jersey, which property is known as 18-20 Market Street, Block 918, Lot 5 and which is adjacent to 140 S Main Street.

WHEREAS, the Tenant desires to lease 18-20 Market Street to Tenant for the sum of ONE DOLLAR ($1) and for certain beautification activities as set forth in correspondence dated October 6th, 2025 and attached hereto.

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

1. **Leased Premises**

Landlord hereby leases, rents, demises and lets to the Tenant, and the Tenant hereby takes possession of from the Landlord, the Premises identified as

18-20 Market Street, Phillipsburg, NJ 08865. Block 918, Lot 5.

2. **Term of Lease**

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

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

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

4. **Commencement Date**

This Lease shall commence on January 1st, 2026.

5. Use of Premises

The Tenant shall not use the leased Premises for any other purpose other than beautification, garden and landscape activities, community projects, and event space for the arts.

6. **Right to Assign and Sublet**

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

7. **Compliance with Laws**

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

8. **Damages**

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

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

9. **<u>Insurance and Indemnification</u>**

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

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

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

10. **<u>Repairs and Maintenance</u>**

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

11. **<u>Surrender of Premises</u>**

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

12. **<u>Remedies Upon Default</u>**

(a) In the event of any failure of Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given by Landlord to Tenant, or with respect to those items not curable within thirty (30) days, failure of Tenant to commence curing and to diligently proceed to completion, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or suffers this Lease to be taken under any writ of execution, then Landlord, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it shall make every reasonable effort to re-let the leased Premises, and may make such alterations and repairs as may be necessary in order to re-let the leased Premises. Such re-letting of said leased Premises or any part thereof shall be for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable given the then existing rental market conditions. Upon such re-letting, all rentals received by Landlord from such re-letting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any reasonable costs and expenses for such re-letting, including brokerage fees and attorneys' fees; third, to the payment of rent or taxes due and unpaid hereunder, and the residue, if any, shall be held by the Landlord and applied in payment of future rent and taxes as the same may become due and payable hereunder. If such rentals received from such re-letting during any month be less than that to be paid during that month by Tenant hereunder, including taxes, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. The Landlord shall be required to use its reasonable efforts to re-let the leased Premises. No such re-entry or taking possession of said leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant, or unless the termination thereof be decreed by a court of competent jurisdiction.

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

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

13. **Non-Waiver by Landlord and Tenant**

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

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

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

14. **Signage**

During the term of this Lease the Tenant shall be permitted to erect signage indicating that 18-20 Market Street is reserved for the use of Tenant or Tenant's customers.

15. **Entire Contract**

This Lease and the exhibits and riders, if any, attached hereto and forming a part hereof set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the leased Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written concerning this Lease between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

16. **Laws Governing**

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

17. **Restriction of Use**

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

18. **Quiet Enjoyment**

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

19. **References to Parties**

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

20. **Validity/Severability**

The terms, conditions, covenants and the provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction, or by operation of any applicable laws, it shall not affect the validity of any other cause or provision herein, but such other clauses or provisions shall remain in full force and effect.

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

WITNESS

______________________________	______________________________
	Town of Phillipsburg, Landlord
______________________________	______________________________
	Phillipsburg Arts Association, Tenant

RESOLUTION R2025-231

UEZ FUNDING REQUEST:
ADMINISTRATIVE BUDGET FOR URBAN ENTERPRISE ZONE PROGRAM FY26 1/1/26-6/30/26

WHEREAS, the Town of Phillipsburg UEZ Program desires to submit for and obtain a grant from the New Jersey Department of Community Affairs not to exceed the amount of $63,230 to be used to fund administrative expenses for the administration of Phillipsburg's Urban Enterprise Zone Program for the period 1/1/26 through 6/30/26.

BE IT THEREFORE RESOLVED, that the Town of Phillipsburg does hereby authorize the application for such funding; and, recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the funding agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such funding agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Town of Phillipsburg UEZ Program and the New Jersey Department of Community Affairs, Division of Urban Enterprise Zone's Zone Assistance Fund; and

BE IT FURTHER RESOLVED, that the persons whose names, titles and signatures appear below are authorized to sign the application, and that they or these successors in said title are authorized to sign the agreement and any other documents necessary in connection therewith:

____
Randy Piazza Jr., Mayor

____
Patrick Kays, Director of Municipal Services &
Community Development/UEZ Coordinator

____
Craig Brotons, Business Administrator

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution duly adopted by the Town Council at their November 12, 2025 meeting.

____
Susan Turner, Acting Municipal Clerk

[OFFICIAL SEAL]

R2025-232

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES FOR PHILLIPSBURG UEZ ADMINISTRATION AND EVENT SUPPORT

WHEREAS, the Town of Phillipsburg has a continued need to administer the Phillipsburg UEZ program and execute UEZ Projects; and

WHEREAS, the Town desires to continue UEZ program coordination to utilize the funding made available through the UEZ; and

WHEREAS, to aid in coordination of the UEZ program, and contribute to UEZ Event & Project preparation and execution the Town has a need to contract with providers of UEZ services; and

WHEREAS, the Town Council desires to authorize the execution of the attached independent contractor agreements for the provision of said services.

NOW THEREFORE BE IT RESOLVED by the Town Council, Town of Phillipsburg, County of Warren, State of New Jersey that the execution of the independent contractor agreements in the form attached hereto are hereby approved and that the Mayor is hereby authorized and directed to execute same.

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 November 12, 2025

Susan Turner, Acting Municipal Clerk

Tara Gomez
Director of Human Resources
120 Filmore Street
Phillipsburg, NJ 08865
908-454-5500 x439
Fax: 908-454-6511
tgomez@phillipsburgnj.org
www.phillipsburgnj.org

Independent Contractor Agreement
This Agreement ("Agreement") is made and entered into as of November 14, 2025, by and between the Town of Phillipsburg, hereinafter referred to as the "Town," and Alex Ibarra, hereinafter referred to as the "Independent Contractor."

1. Scope of Work
The Independent Contractor agrees to perform the following duties and responsibilities:
- Facilitate UEZ Event Coordination.
- Facilitate UEZ Placemaking Coordination.
- Perform any other duties pertaining to UEZ project implementation as required.

2. Compensation
- The Town agrees to pay the Independent Contractor at the rate of $35 per hour.
- The Independent Contractor will work a minimum of 10 hours per week.
- The Independent Contractor will submit invoices for compensation on a bi-weekly basis to the CFO.

3. Time Frame
The term of this Agreement shall commence on November 14, 2025 and continue until November 14, 2026, at which point both parties will reevaluate the terms of this Agreement.

4. Equipment
The Town may provide the Independent Contractor with a laptop to be used for work purposes.
The Independent Contractor will work from home and in an office to be determined.

5. Independent Contractor Status
Mr. Ibarra acknowledges and agrees that they are independent contractors and not an employee of the Town. The Independent Contractor is responsible for their own taxes, insurance, and other statutory obligations. The title for the position will be UEZ Placemaking Coordinator.

6. Confidentiality
The Independent Contractor agrees to maintain confidentiality of all proprietary and sensitive information obtained during their work. This obligation shall survive the termination of this Agreement.

7. Ownership of Files and Documents
All files, documents, records, data, and any other materials, whether physical or digital, that are created, received, or used in connection with this agreement shall be and remain the sole property of the Town of Phillipsburg. This includes, but is not limited to, any intellectual property, confidential information, or proprietary materials. Upon termination or expiration of this agreement, all such materials must be promptly returned to the Town or, if directed, securely destroyed.

8. Termination
Either party may terminate this Agreement with 14 days written notice.

In the event of termination, the Town will compensate the Contractor for hours worked up to the termination date.

9. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey.

10. Entire Agreement
This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and understandings, whether written or oral.

_______________________________	_______________________________
Mayor Randy Piazza Mayor	Date
_______________________________	_______________________________
Independent Contractor Name	Date

Tara Gomez
Director of Human Resources
120 Filmore Street
Phillipsburg, NJ 08865
908-454-5500 x439
Fax: 908-454-6511
tgomez@phillipsburgnj.org
www.phillipsburgnj.org

Independent Contractor Agreement
This Agreement ("Agreement") is made and entered into as of November 14, 2025, by and between the Town of Phillipsburg, hereinafter referred to as the "Town," and Hannah DeWalt, hereinafter referred to as the "Independent Contractor."

1. Scope of Work
The Independent Contractor agrees to perform the following duties and responsibilities:
- Facilitate UEZ Event Coordination.
- Perform any other duties pertaining to UEZ project implementation as required.

2. Compensation
- The Town agrees to pay the Independent Contractor at the rate of $30 per hour.
- The Independent Contractor will work a minimum of 10 hours per week.
- The Independent Contractor will submit invoices for compensation on a bi-weekly basis to the CFO.

3. Time Frame
The term of this Agreement shall commence on November 14, 2025 and continue until November 14, 2026, at which point both parties will reevaluate the terms of this Agreement.

4. Equipment
The Town may provide the Independent Contractor with a laptop to be used for work purposes.
The Independent Contractor will work from home and in an office to be determined.

5. Independent Contractor Status
Ms. DeWalt acknowledges and agrees that they are independent contractors and not an employee of the Town. The Independent Contractor is responsible for their own taxes, insurance, and other statutory obligations. The title for the position will be UEZ Event Coordinator.

6. Confidentiality
The Independent Contractor agrees to maintain confidentiality of all proprietary and sensitive information obtained during their work. This obligation shall survive the termination of this Agreement.

7. Ownership of Files and Documents
All files, documents, records, data, and any other materials, whether physical or digital, that are created, received, or used in connection with this agreement shall be and remain the sole property of the Town of Phillipsburg. This includes, but is not limited to, any intellectual property, confidential information, or proprietary materials. Upon termination or expiration of this agreement, all such materials must be promptly returned to the Town or, if directed, securely destroyed.

8. Termination
Either party may terminate this Agreement with 14 days written notice.

In the event of termination, the Town will compensate the Contractor for hours worked up to the termination date.

9. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey.

10. Entire Agreement
This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and understandings, whether written or oral.

______________________________	______________________________
Mayor Randy Piazza Mayor	Date
______________________________	______________________________
Independent Contractor Name	Date

Tara Gomez
Director of Human Resources
120 Filmore Street
Phillipsburg, NJ 08865
908-454-5500 x439
Fax: 908-454-6511
tgomez@phillipsburgnj.org
www.phillipsburgnj.org

Independent Contractor Agreement

This Agreement ("Agreement") is made and entered into as of November 14, 2025, by and between the Town of Phillipsburg, hereinafter referred to as the "Town," and Jo Moranville, hereinafter referred to as the "Independent Contractor."

1. Scope of Work

The Independent Contractor agrees to perform the following duties and responsibilities:

- Facilitate UEZ Event Coordination.
- Perform any other duties pertaining to UEZ implementation as required.

2. Compensation

- The Town agrees to pay the Independent Contractor at the rate of $30 per hour.
- The Independent Contractor will work a minimum of 10 hours per week unless directed otherwise.
- The Independent Contractor will submit invoices for compensation on a bi-weekly basis to the CFO.

3. Time Frame

The term of this Agreement shall commence on November 14, 2025 and continue until November 14, 2026, at which point both parties will reevaluate the terms of this Agreement.

4. Equipment

The Town may provide the Independent Contractor with a laptop to be used for work purposes.
The Independent Contractor will work from home and in an office to be determined.

5. Independent Contractor Status

Ms. Moranville acknowledges and agrees that they are independent contractors and not an employee of the Town. The Independent Contractor is responsible for their own taxes, insurance, and other statutory obligations. The title for the position will be UEZ Event Support Coordinator.

6. Confidentiality

The Independent Contractor agrees to maintain confidentiality of all proprietary and sensitive information obtained during their work. This obligation shall survive the termination of this Agreement.

7. Ownership of Files and Documents

All files, documents, records, data, and any other materials, whether physical or digital, that are created, received, or used in connection with this agreement shall be and remain the sole property of the Town of Phillipsburg. This includes, but is not limited to, any intellectual property, confidential information, or proprietary materials. Upon termination or expiration of this agreement, all such materials must be promptly returned to the Town or, if directed, securely destroyed.

8. Termination
Either party may terminate this Agreement with 14 days written notice.

In the event of termination, the Town will compensate the Contractor for hours worked up to the termination date.

9. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey.

10. Entire Agreement
This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and understandings, whether written or oral.

____________________________	____________________________
Mayor Randy Piazza Mayor	Date
____________________________	____________________________
Independent Contractor Name	Date

Tara Gomez
Director of Human Resources
120 Filmore Street
Phillipsburg, NJ 08865
908-454-5500 x439
Fax: 908-454-6511
tgomez@phillipsburgnj.org
www.phillipsburgnj.org

Independent Contractor Agreement
This Agreement ("Agreement") is made and entered into as of November 14, 2025, by and between the Town of Phillipsburg, hereinafter referred to as the "Town," and Elizabeth Wyant, hereinafter referred to as the "Independent Contractor."

1. Scope of Work
The Employee agrees to perform the following duties and responsibilities:

- Facilitate the UEZ 5-Year Plan, including tracking its progress through the necessary steps and ensuring milestones are met.
- Address ongoing projects and ensure their successful implementation. Continue to implement the strategic plan for the year 2025, and affirm and implement same for year 2026, detailing proposed initiatives and goals outlining financial obligations.
- Learn and utilize the SAGE grant program as it pertains to UEZ funds.
- Participate in meetings, prepare progress reports, and communicate updates as needed to the UEZ Coordinator Mayor and Business Administrator
- Additional duties related to Markets will be assigned and compensated separately.
- Perform any other duties pertaining to UEZ implementation as required.

2. Compensation
- The Town agrees to pay the Independent Contractor at the rate of $40 per hour.
- The Independent Contractor will work a minimum of 20 hours per week.
- Compensation for duties related to the summer market will be determined and paid separately.
- The Independent Contractor will submit invoices for compensation on a bi-weekly basis to the CFO.

3. Time Frame
The term of this Agreement shall commence on November 14, 2025 and continue until November 14, 2026, at which point both parties will reevaluate the terms of this Agreement.

4. Equipment
The Company will provide the Independent Contractor with a laptop to be used for work purposes. The Independent Contractor will work in an office prepared by the Town.

5. Independent Contractor Status
Ms. Judge Wyant acknowledges and agrees that they are an independent contractor and not an employee of the Company. The Independent Contractor is responsible for their own taxes, insurance, and other statutory obligations.
The title for the position will be UEZ Assistant Coordinator.

6. Confidentiality
The Independent Contractor agrees to maintain confidentiality of all proprietary and sensitive information obtained during their work. This obligation shall survive the termination of this Agreement.

7. **Ownership of Files and Documents**
All files, documents, records, data, and any other materials, whether physical or digital, that are created, received, or used in connection with this agreement shall be and remain the sole property of the Town of Phillipsburg. This includes, but is not limited to, any intellectual property, confidential information, or proprietary materials. Upon termination or expiration of this agreement, all such materials must be promptly returned to the Town or, if directed, securely destroyed.

8. Termination
Either party may terminate this Agreement with 14 days written notice.

In the event of termination, the Town will compensate the Contractor for hours worked up to the termination date.

9. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey.

10. Entire Agreement
This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and understandings, whether written or oral.

Mayor Randy Piazza Mayor	Date
Independent Contractor Name	Date

R2025-209

RESOLUTION APPOINTING BRANDYWINE ACQUISITION & DEVELOPMENT, LLC, ("BRANDYWINE") AS THE REDEVELOPER OF THE ARMORY REDEVELOPMENT PROJECT, 441 HECKMAN STREET, BLOCK 1105 LOT 2

WHEREAS, the Town Council and Town Land Use Board have engaged in an investigation and study pursuant to the requirements of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. ("Redevelopment Law") and other Applicable Law, as defined hereinafter, relating to the designation of certain property known Block 1105, Lot 2 and (the "Property" or "Town Lot"), as an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-3 and 5, specifically, and the terms and requirements of the Redevelopment Law (the "Redevelopment Area"); and

WHEREAS, the Mayor has been engaged in negotiations with a prospective redeveloper if the Property with the goal of developing the Property as a mixed-use site consisting of, among other things, a unified municipal complex and with the sale of the Property to the Redeveloper; and

WHEREAS Town Council has listened to the presentation of the Redeveloper at a public meeting and has been given the opportunity to ask questions of the Redeveloper regarding its portfolio, experience, and vision for the redevelopment of the Property; and

WHEREAS, the Town and the Redeveloper will negotiate the terms of a prospective redevelopment agreement ("Redevelopment Agreement"), which will detail the terms and conditions of the sale of the property to the Redeveloper and the subsequent redevelopment of the property by the Redeveloper; and

WHEREAS, the Redeveloper is a Limited Liability Company of the State of New Jersey, validly formed and authorized to do business in the State and has demonstrated the requisite ability and resources to carry out the redevelopment of the Property; and

WHEREAS, the Town desires to designate Brandywine as the redeveloper of the Property, which designation is expressly conditioned upon the negotiation and execution of a redeveloper's agreement within 60 days of this designation, unless mutually extended by the Town and Redeveloper.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Phillipsburg as follows:

1. Brandywine Acquisition & Development, LLC, LLC is hereby designated, in accordance with the Redevelopment Law, as the Redeveloper of the Property, subject to the negotiation and execution of a redeveloper's agreement within 60 days of this designation.

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk of the Town of Phillipsburg, County of Warren and State of New Jersey to hereby Certify the foregoing to be true and correct copy of a Resolution adopted by Council at a meeting held on November 12, 2025.

____

Susan Turner, Acting Municipal Clerk

Brandywine

Brandywine Acquisition & Development, L.L.C.

Mayor Randy Piazza, Jr.
c/o Craig Brotons, Business Administrator
Town of Phillipsburg
(busadmin@phillipsburgnj.org)

Re: 441 Heckman Street, Block 1105, Lot 2 Redevelopment Project

Dear Mayor Piazza & Mr. Brotons,

As we understand it, the property referenced above (the "Property") was designated as in need of redevelopment under the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, pursuant to Resolution 2025-155. Please accept this letter as an informal request to appear before the Town of Phillipsburg Council (the Town Council) at the next earliest convenient time for the purpose of considering Brandywine Acquisition & Development, LLC or one of its affiliates (as applicable, "Brandywine") to be appointed redeveloper for the above-referenced property.

As Brandywine can explain in more detail to the Town Council, Brandywine, in its capacity as redeveloper, can coordinate and assist in the design of a municipal project in conjunction with the Town to potentially include one or more departments of the Town. The process would require Brandywine and the Town to negotiate and finalize design plans and a redevelopment agreement. With those in place, Brandywine, as redeveloper could construct and deliver the new building or buildings for the Town.

Brandywine welcomes the opportunity to discuss this with the Town Council. If there is any specific information you would like in advance of such a meeting, please let me know.

Thank you for your consideration.

415 McFarlan Road, Suite 105, Kennett Square, PA 19348 ● Phone (610) 388-9600