

TOWN OF PHILLIPSBURG
COUNCIL MEETING AGENDA
June 23, 2026 — 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 June 23, 2026 was included in a list of meeting notices sent to newspapers of record and posted on the bulletin board in the Municipal Building and has remained continuously posted as the required notice under the statute. In addition, a copy of this notice has been available to the public and is on file in the office of the Municipal Clerk.

- 3. PLEDGE OF ALLEGIANCE**
- 4. INVOCATION**
- 5. ROLL CALL**
- 6. APPROVAL OF MINUTES – Regular Meeting Minutes June 9, 2026**
- 7. BILLS LIST**
- 8. MAYOR’S REPORT**
- 9. EXECUTIVE SESSION**
- 10. PUBLIC DISCUSSION ON AGENDA ITEMS**
- 11. ORDINANCES – 2nd Read and Public Hearing**

O2026-17 AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, ADOPTING REDEVELOPMENT PLAN FOR THE PROPERTY REFERRED TO AS THE “SOUTH MAIN STREET REDEVELOPMENT ZONE” CONSISTING OF BLOCK 2806, LOTS 2, 3, 4, 5, AND 7 AS IDENTIFIED ON THE TAX MAP OF THE TOWN

- 12. ORDINANCES – 1st Read – Introduction**

**** 2nd Reading and public hearing will occur at 6:00 p.m. on Tuesday, July 14, 2026 at which time any interested persons may speak for or against the ordinance ****

O2026-18 ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING SECTION 105-17 – RATES OF COMPENSATION – CHAPTER 105 ENTITLED “POLICE DEPARTMENT” TO IMPOSE A TWENTY-FIVE DOLLAR (\$25) PER HOUR ADMINISTRATIVE FEE, AS OPPOSED TO THE PRESENTLY PRESCRIBED TEN PERCENT (10%) FEE

O2026-19 BOND ORDINANCE AMENDING BOND ORDINANCE NUMBER 2024-15 FINALLY ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY ON JULY 10, 2024, TO AMEND THE DESCRIPTION OF THE IMPROVEMENT REFERRED TO IN SECTION 3(a)(viii) THEREIN

O2026-20 BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND IN THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; REAPPROPRIATING \$343,101.34 IN EXCESS BOND AND NOTE PROCEEDS FROM VARIOUS BOND ORDINANCES OF THE TOWN, NOT NEEDED FOR THEIR ORIGINAL PURPOSES, TO FINANCE THE COSTS THEREOF

O2026-21 BOND ORDINANCE PROVIDING FOR VARIOUS 2026 CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND FOR THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$2,425,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,303,750 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF

O2026-22 BOND ORDINANCE AMENDING BOND ORDINANCE NUMBER 2025-10 FINALLY ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY ON MAY 28, 2025, TO AMEND THE DESCRIPTION OF THE IMPROVEMENT REFERRED TO IN SECTION 3(a)(vii) THEREIN

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.

R2026-92 RESOLUTION AUTHORIZING REFUND OVERPAYMENT OF RENTAL REGISTRATION FEES

R2026-93 RESOLUTION TO AUTHORIZE ENTRY INTO A SETTLEMENT AGREEMENT AND RELEASE RESOLVING LITIGATION

R2026-94 A RESOLUTION APPROVING 2026-2027 LIQUOR LICENSE RENEWALS WITHIN THE TOWN OF PHILLIPSBURG

R2026-95 RESOLUTION AUTHORIZING REFUND OF BUILDING PERMIT FEE

R2026-96 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, SUPPORTING SENATE BILL NO. 4934 (S-4934) THAT SEEKS TO CREATE THE NEW CRIME OF POLITICAL VIOLENCE, ESTABLISH AN INDEPENDENT REVIEW BOARD TO INSURE THAT POLITICAL VIOLENCE IS INVESTIGATED, PROSECUTED AND PUNISHED IN A FAIR AND UNBIASED MANNER, AND ESTABLISH A TRAINING MANDATE FOR LAW ENFORCEMENT OFFICIALS

R2026-97 RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES WITH WOODARD & CURRAN FOR HDSRF GRANT-FUND ENVIRONMENTAL INVESTIGATION PHASE 2 FOR DELAWARE RIVER PARK

R2026-98 APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE GREEN STREET PHASE 1 PROJECT

R2026-99 APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE MEYNER ROAD SHARE USE PATH PHASE 1 PROJECT

**R2026-100 RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PHILLIPSBURG,
WARREN COUNTY, NEW JERSEY AUTHORIZING EXECUTION OF AN AGREEMENT
FOR PAYMENT IN LIEU OF TAXES PURSUANT TO N.J.S.A. 55:14K-1 ET SEQ. WITH
SOUTH MAIN LIHTC, LLC CONCERNING PROPERTY LOCATED ON SOUTH MAIN
STREET AND DESIGNATED AS BLOCK 2806 LOTS 2, 3, 4, 5 & 7 ON THE TOWN OF
PHILLIPSBURG TAX MAPS**

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

Bill List Summary
REGULAR BILL LIST AS OF June 22, 2026

		<u>Check No</u>
1	Current Fund	3,021,909.20
2	State & Federal Grants	141,575.30
4	Capital Fund	21,972.66
7	Sewage Utility Fund	307,006.19
8	Sewage Capital Fund	12,923.75
12	Planning Board Trust Fund	6,199.00
13	Dog Trust Fund	0.00
15	Public Defender Trust	0.00
16	Section 8	0.00
17	General Trust Fund	34,789.75
20	Agency Fund	0.00
21	Revolving Loan Fund	0.00
22	Affordable Housing Trust	391.00
23	Open Space Trust Fund	1,436.25
25	UEZ	5,000.00
26	Bridge Development	2,310.00
Total Regular Bill June 22, 2026		3,555,513.10

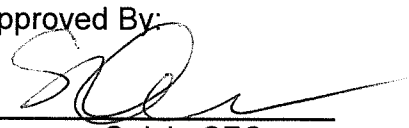
Pre-Paid Bill List as of June 22, 2026

1	Current Fund	30,139.44
2	State & Federal Grants	10,000.00
4	Capital Fund	0.00
7	Sewer Utility Fund	0.00
8	Sewer Utility Capital	0.00
12	Planning Board Trust Fund	0.00
16	Section 8	0.00
17	General Trust Fund	0.00
20	Agency Fund	211,004.80
21	Revolving Loan Fund	0.00
23	Open Space Trust Fund	0.00
25	UEZ	9,005.43
		260,149.67

Grand Total All Funds

3,815,662.77

Approved By:


 Shannon Quick, CFO


 Randy Piazza Jr., Mayor

List of Bills - CLAIMS CHECKING ACCOUNT **Meeting Date: 06/23/2026 For bills from 06/10/2026 to 06/22/2026**

Check#	Vendor	Description	Payment	Check Total
5207	16 - J C P L	PO 48311 6/5/26-6/11/26 Services as per billings	1,462.88	1,462.88
5208	29 - WILSON PRODUCTS	PO 47671 Blanket Purchase Order - Oxygen tank	286.25	
		PO 48130 Blanket Purchase Order - Co2 for the poo	338.92	625.17
5209	57 - VERIZON PA	PO 48237 5/19/26-6/18/26- services as per billing	15.72	15.72
5210	76 - ELIZABETHTOWN GAS INC	PO 48312 5/11/26-6/11/26 services as per billings	3,652.34	3,652.34
5211	85 - RUTGERS, THE STATE UNIV OF NJ	PO 48219 Introduction to the Duties of the Municipi	793.00	793.00
5212	86 - M.R. PURDY	PO 48261 A.B.C Recharge 2 Fire Extinguishers	80.00	80.00
5213	88 - DELTA DENTAL OF NJ INC	PO 48308 June Payment - Group #03947-00001	4,975.19	
		PO 48308 June Payment - Group #03947-00001	90.81	
		PO 48308 June Payment - Group #03947-00001	303.98	5,369.98
5214	88 - DELTA DENTAL OF NJ INC	PO 48309 June Dental Payment - Group #03947-00003	95.01	
		PO 48309 June Dental Payment - Group #03947-00003	7.73	
		PO 48309 June Dental Payment - Group #03947-00003	3,067.87	3,170.61
5215	95 - JEN ELECTRIC INC	PO 48266 Traffic controller cabinet damaged from	42,868.92	
		PO 48267 Traffic light knocked down from accident	9,028.50	51,897.42
5216	130 - CINTAS FAS LOCKBOX 636525	PO 48271 Blanket Purchase Order - Medical Supplie	1,881.01	1,881.01
5217	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 48026 Cert of Funds-Delaware Heights Park Surv	690.75	690.75
5218	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 48222 Professional Services - Van Cleef for Op	745.50	745.50
5219	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 48223 Professional Services-Comcast	3,173.50	3,173.50
5220	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 48224 300 Firth Street	787.00	787.00
5221	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 48225 Quick Chek-671 Memorial Parkway	80.00	80.00
5222	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 48226 Professional Services Rendered	5,419.75	5,419.75
5223	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 48227 Ingerman South Main Street	5,412.00	5,412.00
5224	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 48249 Professional Services - Van Cleef Aqua E	26,019.00	26,019.00
5225	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 48268 COF - Professional Services - General En	21,969.00	21,969.00
5226	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 48269 COF - Professional Services - General En	639.00	639.00
5227	185 - EXETER SUPPLY CO INC	PO 48178 Blanket Purchase Order - Water Pipe	924.82	924.82
5228	188 - MGL FORMS SYSTEMS LLC	PO 48040 Tax Bills 2026	1,869.00	1,869.00
5229	192 - EAST LAWN SUPPLY CO., INC	PO 48250 Blanket Purchase Order - Plumbing suppli	69.89	69.89
5230	215 - NAZARETH FORD INC	PO 47453 Repairs for 94-22	72.44	72.44
5231	251 - BITTONE EQUIPMENT SVCS LLC	PO 47555 Blanket Purchase Order - Parts	358.65	358.65
5232	345 - N J FIRE EQUIPMENT	PO 48110 Purchase of Thermal Imaging Cameras	8,202.00	8,202.00
5233	368 - W B MASON CO., INC	PO 48262 Copy Paper - Municipal Bldg,	399.90	399.90
5234	373 - VASSO WASTE SYSTEMS, INC	PO 47247 Blanket Purchase Order -Parts	118.25	118.25
5235	392 - ANTHONY GOODELL	PO 48215 2026 Eyecare reimbursement	272.32	272.32
5236	419 - KRISTI ANTHES	PO 48213 Judicial Conference June 1-4, 2026 Travel	260.49	260.49
5237	452 - BOARD OF EDUCATION	PO 48310 2025 - 2026 School Tax Levy	1,259,332.42	1,259,332.42
5238	477 - LANGUAGE SERVICES ASSOCIATES	PO 48230 Language Interpreter for Court	7.80	7.80
5239	495 - QUADIENT LEASING USA, INC	PO 48235 Postage machine lease quarterly payment	1,125.00	1,125.00
5240	499 - NATURAL SYSTEMS UTILITIES	PO 48251 2026 Services	246,087.10	246,087.10
5241	499 - NATURAL SYSTEMS UTILITIES	PO 48260 NSU share of Septic per Agreement	15,314.62	15,314.62
5242	499 - NATURAL SYSTEMS UTILITIES	PO 48260 NSU share of Septic per Agreement	2,431.31	2,431.31
5243	521 - IPD	PO 47920 Staying Informed - Legislative Updates A	50.00	
		PO 47935 Ethics: "Golden Oldies" Webinar	50.00	100.00
5244	546 - GRAPHIC ACTION INC	PO 48113 Signs for Events & Business Promotions	278.00	278.00
5245	584 - BRETT MARINO	PO 47513 2025 Eyecare reimbursement	57.00	
		PO 47788 2025 Eyecare reimbursement	243.00	300.00
5246	590 - STEW'S AUTO BODY INC	PO 47625 Blanket Purchase Order - Towing	750.00	750.00
5247	677 - LAVERY, SELVAGGI & COHEN, PC	PO 48245 2026 Professional Services - May	11,397.82	
		PO 48246 2026 Professional Services - May Meeting	1,000.00	
		PO 48247 2026 Phillipsburg Sinkhole Litigation	2,380.00	
		PO 48248 2026 Professional Services Rendered -May	2,310.00	
		PO 48248 2026 Professional Services Rendered -May	391.00	
		PO 48248 2026 Professional Services Rendered -May	5,657.50	
		PO 48248 2026 Professional Services Rendered -May	2,244.00	25,380.32
5248	687 - INDUSTRIAL COMMUNICATIONS INC	PO 48295 Re-program Radio n 94-84	62.50	
		PO 48296 Factory Repair of 3 Unication Pagers	716.25	778.75
5249	703 - FIRE LINE EQUIPMENT INC	PO 48089 Refill of Grease Reservior on 94-69	969.85	969.85
5250	741 - COOPER ALARM SYSTEMS INC	PO 47619 Blanket Purchase Order - Alarm System	202.50	202.50
5251	807 - THE TERMINIXINTERNATIONAL CO LP	PO 47552 Blanket Purchase Order - Pest Control	194.81	194.81
5252	811 - MONTANA CONSTRUCTION CO INC	PO 48020 Cert of Funds-Sink Hole Repairs-R:2026-3	10,217.00	10,217.00
5253	863 - SYNCHRONY BANK	PO 47461 Blanket Purchase Order - Supplies	143.41	143.41
5254	941 - RUSSELL REID WST HAUL/DISP.SVC INC	PO 47991 Blanket Purchase Order - Temporary Restr	483.78	483.78
5255	953 - NORTHEAST PARTS GROUP LLC	PO 48182 Blanket Purchase Order - Parts	1,825.52	1,825.52
5256	953 - NORTHEAST PARTS GROUP LLC	PO 48182 Blanket Purchase Order - Parts	150.31	150.31
5257	1041 - POLLUTION CONTROL FINANCING AUTH	PO 48190 Disposal Fees	65,098.83	65,098.83
5258	1060 - HORWITH TRUCKS INC	PO 47676 Blanket Purchase Order - Parts	190.97	190.97
5259	1072 - DAVID WEBER OIL CO	PO 47550 Blanket Purchase Order - Motor Oil	488.66	488.66
5260	1105 - WILLIAM PETERS	PO 48216 2026 Eyecare reimbursement	400.00	400.00

List of Bills - CLAIMS CHECKING ACCOUNT

Meeting Date: 06/23/2026 For bills from 06/10/2026 to 06/22/2026

Check#	Vendor	Description	Payment	Check Total
5261	1114 - THE SHERWIN WILLIAMS CO	PO 48039 Blanket Purchase Order - Pool paint	120.00	120.00
5262	1146 - H & K GROUP, INC	PO 48099 Blanket Purchase Order - Macadam	168.92	168.92
5263	1155 - FERGUSON WATERWORKS	PO 48184 Blanket Purchase Order - Pipe for sewer	148.79	148.79
5264	1165 - STEVEN M SIEGEL	PO 48243 Municipal Prosecutor	3,333.33	3,333.33
5265	1180 - SERVICE ELECTRIC CABLE TV INC	PO 48272 6/1/26-6/30/26 Services as per billings	154.43	154.43
5266	1202 - RRJ AUTOMOTIVE LLC	PO 48240 Repairs for 94-27 from accident	1,449.13	
		PO 48314 Repairs for 94-18 Supplements	1,374.39	2,823.52
5267	1223 - HOME DEPOT CREDIT SERVICES	PO 47878 Blanket Purchase Order - Supplies	396.76	
		PO 48198 Blanket Purchase Order - Supplies	1,394.02	1,790.78
5268	1237 - WARREN COUNTY TREASURER	PO 48300 3rd quarter 2026 County Taxes	1,461,072.43	1,461,072.43
5269	1287 - FRANK RYMON & SONS INC	PO 48010 Blanket Purchase Order - Parts	1,993.29	1,993.29
5270	1311 - AMAZON CAPITAL SERVICES	PO 48195 Blanket Purchase Order - Office supplies	61.36	61.36
5271	1311 - AMAZON CAPITAL SERVICES	PO 48299 Office Supplies	89.47	89.47
5272	1326 - RECYCLE AMERICA HOLDINGS INC	PO 47668 Recycling fees	6,515.98	6,515.98
5273	1352 - DETACHABLE CONTAINER & COMPACTOR CORP	PO 47882 Blanket Purchase Order - Parts	38.90	38.90
5274	1354 - SANITATION EQUIPMENT CORP	PO 47336 Blanket Purchase Order - Parts	165.53	165.53
5275	1363 - BRIAN T GRACE	PO 48239 Public Defender for May	4,375.00	4,375.00
5276	1374 - FRED BEANS PARTS INC	PO 47720 Blanket Purchase Order - Parts	1,560.58	1,560.58
5277	1383 - JEANNINE WARGO	PO 47515 2026 Eyecare reimbursement	217.00	217.00
5278	1393 - IPS Group	PO 48253 May 2026 Transaction Fee's	697.27	697.27
5279	1397 - NISIVOCIA LLP	PO 48220 Final billing on Professional fees relat	700.00	
		PO 48220 Final billing on Professional fees relat	300.00	1,000.00
5280	1401 - HAYDEE BALLESTER MONTERO	PO 48229 Spanish Interpreter via zoom for Court M	412.50	412.50
5281	1447 - ARAE NETWORK SOLUTIONS LLC	PO 48236 IT Bills for May 2026	6,325.65	
		PO 48265 Laptop for ACO - computers - for ACO	3,274.00	
		PO 48297 IT Invoices for May 2026	8,068.75	17,668.40
5282	1461 - PARKMOBILE LLC	PO 48252 End user fees - May 2026	798.95	798.95
5283	1485 - VOIP CARRIER SERVICES	PO 48298 VOIP phone services	7,762.23	7,762.23
5284	1500 - KING MOENCH & COLLINS LLP	PO 48313 Corcoran Complaint	840.00	840.00
5285	1506 - MY FSA LINK, LLC d/b/a GENTE	PO 48290 Cobra administration	64.50	64.50
5286	1516 - CLEARY GIACOBBE ALFIERI JACOBS LLC	PO 48291 Services rendered May	940.00	940.00
5287	1518 - ELIZABETH JUDGE WYANT	PO 47860 UEZ Consultant	1,600.00	1,600.00
5288	1524 - COLALILLO - SHOP RITE OF HUNTERDON CTY I	PO 48193 Blanket Purchase Order - Concession Stan	681.74	681.74
5289	1530 - NANCY M REILLY	PO 48238 Reimbursement for Historic Preservation	300.00	300.00
5290	1533 - AT&T MOBILITY II LLC	PO 48255 Wireless Phones & Tablets	582.04	582.04
5291	1536 - CREATIVE MANAGEMENT INC	PO 47722 Unleaded/Diesel Usage	4,169.08	
		PO 47722 Unleaded/Diesel Usage	23,624.76	27,793.84
5292	1547 - FLAGS USA LLC	PO 48183 Blanket Purchase Order - Flags	422.03	422.03
5293	1554 - LISA RUDD	PO 48214 2026 Eyecare reimbursement	400.00	400.00
5294	1558 - TARA GOMEZ	PO 47541 2026 Eyecare reimbursement	130.00	130.00
5295	1573 - EAS WATER COFFEE PAPER	PO 47542 Water Rental-Blanket January-June 2026	94.75	94.75
5296	1576 - RUTH J MULLIGAN	PO 48228 Court Assistance Month of May 2026	765.00	765.00
5297	1602 - PMG SM PA LLC	PO 47999 Blanket Purchase Order - Field Paint	3,186.10	3,186.10
5298	1631 - ALEX IBARRA	PO 47859 Consultant UEZ	2,800.00	2,800.00
5299	1648 - ANGELA HOADLEY	PO 48218 2026 Eyecare reimbursement	13.73	13.73
5300	1650 - EB EMPLOYEE SOLUTIONS LLC	PO 48264 COF - Difference Card Fees - 2026	167.90	
		PO 48264 COF - Difference Card Fees - 2026	5,153.60	5,321.50
5301	1659 - COMCAST HOLDINGS CORP	PO 48196 Police Fiber Lines	927.00	927.00
5302	1661 - ANTICIMEX INC	PO 47598 Blanket Purchase Order - Pest Control	179.85	179.85
5303	1677 - HANNAH DEWALT	PO 48015 Blanket for Hannah Dewalt	600.00	600.00
5304	1742 - B&H FOTO & ELECTRONICS CORP	PO 48232 B&H Nikon d-7500 Dig Camera Quote:91776	1,141.94	1,141.94
5305	1744 - EAST COAST EMERGENCY LIGHTING INC	PO 46764 R2025-183 COF Upfitting New Command Vehi	21,333.66	21,333.66
5306	1776 - DIAMOND CONSTRUCTION	PO 47141 Cert of Funds-Curb Ramp Improvements-R:2	132,996.76	132,996.76
5307	1797 - SERVICE TIRE TRUCK CENTER	PO 48185 Blanket Purchase Order - Tires	2,283.97	2,283.97
5308	1802 - PHILLIPSBURG MUNICIPAL COURT	PO 48244 Credit Card Feed February/March/ April 2	719.61	719.61
5309	1826 - RYAN WYCKOFF	PO 48217 2026 Eyecare reimbursement	400.00	400.00
5310	1827 - MEGAN DOUGLAS	PO 48233 2026 Eyecare reimbursement	224.00	224.00
5311	1867 - TREASURER STATE OF NJ	PO 48234 Permits	28,746.24	28,746.24
5312	1954 - SUMMIT DOOR LLC	PO 47840 Furnish & install Liftmaster opener at F	3,600.00	3,600.00
5313	1967 - JHM COMMUNICATIONS INC	PO 48187 Blanket Purchase Order - Signs	269.64	269.64
5314	2331 - REMINGTON & VERNICK ENGINEERS	PO 41247 COF-Engineering cost for Sewer Sys.Analy	390.00	390.00
5315	2331 - REMINGTON & VERNICK ENGINEERS	PO 41650 COF-Professional Svcs-Sawmill Rd Headwor	3,038.75	3,038.75
5316	2331 - REMINGTON & VERNICK ENGINEERS	PO 41652 COF-Professional Svcs-Spare parts purcha	243.75	243.75
5317	2331 - REMINGTON & VERNICK ENGINEERS	PO 46408 Cert of Funds-Prof Svcs Wastewater Conve	2,910.00	2,910.00
5318	2331 - REMINGTON & VERNICK ENGINEERS	PO 46410 Cert of Funds-Prof Svcs for Replacement	6,731.25	6,731.25
5319	2331 - REMINGTON & VERNICK ENGINEERS	PO 48258 Professional Services May 2026- Will Se	97.50	97.50
5320	2331 - REMINGTON & VERNICK ENGINEERS	PO 48259 2026 Sewer & Wastewater Engineering Supp	6,756.95	6,756.95
5321	2355 - LEXIS-NEXIS RISK DATA MGMT. C/O	PO 48257 monthly contract fee	117.29	117.29

List of Bills - CLAIMS CHECKING ACCOUNT

Meeting Date: 06/23/2026 For bills from 06/10/2026 to 06/22/2026

Check#	Vendor	Description	Payment	Check Total
5322	6557 - BUCKMAN'S INC	PO 48180 Blanket Purchase Order - Chemicals	2,106.00	2,106.00
5323	6631 - SCOTT M. WILHELM, ESQ	PO 48221 Land Use Attorney Invoice	765.00	765.00
5324	9260 - MATT NOEL	PO 48263 Supplies for the concessions stand	1,347.70	1,347.70
TOTAL				3,555,513.10

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-194-16-609-000	Miscellaneous Insurance Checks Received			449.13	
01-201-20-100-050	Business Administrator - O/E	15,703.62			
01-201-20-110-050	Mayor & Council - O/E	300.00			
01-201-20-120-050	Municipal Clerk - O/E	1,192.90			
01-201-20-130-050	Financial Administration - O/E	697.27			
01-201-20-135-050	Financial Administration - Annual Audit	700.00			
01-201-20-145-050	Revenue Administration - O/E	1,969.00			
01-201-20-155-050	Legal Services	19,835.32			
01-201-20-165-050	Engineering services	21,969.00			
01-201-21-180-050	Land Use Administration	765.00			
01-201-23-220-050	Employee Group Insurance	14,621.01			
01-201-25-240-050	Police Department - O/E	1,259.23			
01-201-25-265-050	Fire Department - O/E	1,748.60			
01-201-25-275-050	Municipal Prosecutor O/E	3,333.33			
01-201-26-290-050	Street & Roads - O/E	66,006.59			
01-201-26-300-050	Public Works Administration - O/E	61.36			
01-201-26-301-050	PEOSHA	1,881.01			
01-201-26-310-050	Building & Grounds - O/E	6,603.27			
01-201-26-315-050	Vehicle Maintenance - O/E	12,373.93			
01-201-27-340-050	Animal Control Services - O/E	3,354.00			
01-201-28-370-050	Recreation Service & Program - O/E	3,669.88			
01-201-28-371-050	Municipal Pool - OE	4,594.36			
01-201-31-430-050	Utility Expenses - Electricity	1,458.96			
01-201-31-435-050	Utility Expenses - Street Lighting	3.92			
01-201-31-440-050	Switchboard Expenses - O/E	9,441.42			
01-201-31-446-050	Utility Expenses - Natural Gas	2,967.79			
01-201-31-460-050	Bulk Purchases - Gasoline	23,624.76			
01-201-32-465-050	Landfill/Solid Waste Disposal Costs	68,900.89			
01-201-33-490-050	Municipal Court - O/E	2,165.40			
01-201-33-495-050	Public Defender - O/E	4,375.00			
01-201-47-390-050	Maintenance of Free Public Library	1,381.75			
01-201-47-396-050	Recycling Tax (P.L. 2007, C. 311)	2,713.92			
01-203-23-220-050	(2025) Employee Group Insurance		300.00		
01-203-26-315-050	(2025) Vehicle Maintenance - O/E		283.78		
01-207-55-000-000	School Taxes Payable			1,259,332.42	
01-208-55-000-000	County Taxes Payable			1,405,084.83	
01-211-55-000-000	County Open Space Taxes			55,987.60	
01-260-05-102	Current Fund - Due to Claims			0.00	3,021,909.20
01-273-55-000-000	Reserve for Misc Credit Card Fees			798.95	
TOTALS FOR	CURRENT FUND	299,672.49	583.78	2,721,652.93	3,021,909.20
02-117-03-027-000	2019 - 2024 School Resource Officers			84.37	
02-213-40-602-000	Public & Private Contrib - Public Works	132,996.76			
02-213-41-554-000	Public Safety - State Grants	8,202.00			
02-213-41-569-000	Public Works - State Grants	14.17			
02-213-41-690-000	Other State Grants - NPP	278.00			
02-260-05-102	St/Fed Grants - Due to Claims Fund			0.00	141,575.30
TOTALS FOR	STATE & FEDERAL GRANTS	141,490.93	0.00	84.37	141,575.30
04-215-55-945-000	O:2023-10 Improvement Authorizations			639.00	
04-215-55-948-000	O2025-10 Improvement Authorizations			21,333.66	
04-260-05-102	Capital - Due to Claims Fund			0.00	21,972.66
TOTALS FOR	CAPITAL FUND	0.00	0.00	21,972.66	21,972.66

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
=====					
07-201-55-510-050	Sewer Utility OE	288,870.26			
07-204-55-000	Accounts Payable			390.00	
07-260-05-102	Sewer Utility - Due to Claims Fund			0.00	307,006.19
07-277-55-000-000	Reserve for Septic Payments			17,745.93	

TOTALS FOR	SEWER UTILITY	288,870.26	0.00	18,135.93	307,006.19
=====					
08-216-55-580-000	O:2023-12 Various Capital Improvements			3,282.50	
08-216-55-582-000	O2025-14 Various Capital Improvements			9,641.25	
08-260-05-102	Sewer Capital - Due to Claims Fund			0.00	12,923.75

TOTALS FOR	SEWER CAPITAL	0.00	0.00	12,923.75	12,923.75
=====					
12-260-05-102	Planning Board - Due to Claims Fund			0.00	6,199.00
12-286-56-851-000	Land Use Escrows			6,199.00	

TOTALS FOR	Land Use Board Escrow	0.00	0.00	6,199.00	6,199.00
=====					
17-260-05-102	Trust - Due to Claims Fund			0.00	34,789.75
17-286-56-858-000	Engineers Inspections			34,692.25	
17-288-56-861-000	Sewer - TWA and Will Serves			97.50	

TOTALS FOR	GENERAL TRUST FUND	0.00	0.00	34,789.75	34,789.75
=====					
22-260-05-102	Affordable Housing Trust-Due To Clearing			0.00	391.00
22-292-56-025-000	Dedication By Rider			391.00	

TOTALS FOR	Affordable Housing Trust Fund	0.00	0.00	391.00	391.00
=====					
23-260-05-102	Open Space Trust-Due to Clearing			0.00	1,436.25
23-292-56-025-000	Dedication by Rider			1,436.25	

TOTALS FOR	Open Space Trust Fund	0.00	0.00	1,436.25	1,436.25
=====					
25-260-05-102	Due to Claims			0.00	5,000.00
25-292-56-026-000	Dedication by Rider (UEZ)			5,000.00	

TOTALS FOR	Urban Enterprise Zone	0.00	0.00	5,000.00	5,000.00
=====					
26-260-05-102	Due to Claims			0.00	2,310.00
26-288-56-102-000	Escrow - Bridge Development			2,310.00	

TOTALS FOR	Bridge Development Escrow	0.00	0.00	2,310.00	2,310.00
=====					
Total to be paid from Fund 01 CURRENT FUND		3,021,909.20			
Total to be paid from Fund 02 STATE & FEDERAL GRANTS		141,575.30			
Total to be paid from Fund 04 CAPITAL FUND		21,972.66			
Total to be paid from Fund 07 SEWER UTILITY		307,006.19			
Total to be paid from Fund 08 SEWER CAPITAL		12,923.75			
Total to be paid from Fund 12 Land Use Board Escrow		6,199.00			
Total to be paid from Fund 17 GENERAL TRUST FUND		34,789.75			
Total to be paid from Fund 22 Affordable Housing Trust Fund		391.00			
Total to be paid from Fund 23 Open Space Trust Fund		1,436.25			
Total to be paid from Fund 25 Urban Enterprise Zone		5,000.00			
Total to be paid from Fund 26 Bridge Development Escrow		2,310.00			

		3,555,513.10			

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
Checks Previously Disbursed					
5191	N J YOUTH CORP OF PHILLIPSBURG	PO# 48209	Reimbursement for NJYC- Clean Stre	9,005.43	6/04/2026
5192	NJ ADVANCE MEDIA, LLC	PO# 47415	Legal Notice Ad	99.45	6/08/2026
5205	N J YOUTH CORP OF PHILLIPSBURG	PO# 48286	Reimbursement for NJYC-FY2026-5/19	10,000.00	6/12/2026
5206	FIRTH YOUTH CENTER	PO# 48287	Cert of Funds - Summer Youth Progr	30,000.00	6/15/2026
949298	AFLAC	PO# 48172	Monthly Invoice- June	1,295.34	6/04/2026
6152606	St of NJ - Dept of Treasury	PO# 48274	June 2026 SHBP	209,709.46	6/15/2026
34009824	SAMS CLUB/SYNCHRONY BANK	PO# 47127	Blanket Purchase Order - Supplies	39.99	6/03/2026

				260,149.67	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	30,139.44	3,021,909.20	3,052,048.64
Fund 02 STATE & FEDERAL GRANTS	10,000.00	141,575.30	151,575.30
Fund 04 CAPITAL FUND		21,972.66	21,972.66
Fund 07 SEWER UTILITY		307,006.19	307,006.19
Fund 08 SEWER CAPITAL		12,923.75	12,923.75
Fund 12 Land Use Board Escrow		6,199.00	6,199.00
Fund 17 GENERAL TRUST FUND		34,789.75	34,789.75
Fund 20 PAYROLL AGENCY FUND	211,004.80		211,004.80
Fund 22 Affordable Housing Trust Fund		391.00	391.00
Fund 23 Open Space Trust Fund		1,436.25	1,436.25
Fund 25 Urban Enterprise Zone	9,005.43	5,000.00	14,005.43
Fund 26 Bridge Development Escrow		2,310.00	2,310.00
BILLS LIST TOTALS			
	260,149.67	3,555,513.10	3,815,662.77

ORDINANCE 2026-17

AN ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, ADOPTING REDEVELOPMENT PLAN FOR THE PROPERTY REFERRED TO AS THE “SOUTH MAIN STREET REDEVELOPMENT ZONE” CONSISTING OF BLOCK 2806, LOTS 2, 3, 4, 5, AND 7 AS IDENTIFIED ON THE TAX MAP OF THE TOWN

WHEREAS, the Town Council of the Town of Phillipsburg, in the County of Warren, State of New Jersey (the “Township”), a public body corporate and politic of the State of New Jersey (the “State”), is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”), to determine whether certain parcels of land within the Town constitute an area in need of rehabilitation and/or an area in need of redevelopment; and

WHEREAS, in 2026, in accordance with the criteria set forth in the Redevelopment Law, the Town identified and designated the property referred to as the South Main Street Redevelopment Area, commonly known as Block 2806, Lots 2, 3, 4, 5, and 7, as identified on the tax map of the Township as an “area in need of redevelopment” (the “Redevelopment Area”); and

WHEREAS, the Town Council must adopt a redevelopment plan (the “Plan”) for the Redevelopment Area, establishing permissible development uses within the Redevelopment Area and establishing bulk, design and other standards for said uses approved within the Redevelopment Area; and

WHEREAS, the Plan must be implemented via ordinance (“Plan Ordinance”), with a referral to the Land Use Board for statutory review to be performed after introduction and first reading of the Plan Ordinance and the Land Use Board must review the Plan and transmit its recommendations relating to the same to the Town Council in accordance with the provisions of N.J.S.A. 40A:12A-7 of the Redevelopment Law; and

WHEREAS, the Town Council previously directed the Towns Planner, Timothy O’Brien, P.E., P.P. to develop the attached Plan, which the Town Council believes will enable the successful redevelopment of the Redevelopment Area and will result in a net benefit to the Town and its residents.

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:

Section 1

Chapter 625 Zoning, Article III Zoning, subsection 625-4 Establishment of Zones, is hereby amended and supplemented by designating Town of Phillipsburg Block 2806, Lots 2, 3, 4, 5, and 7 the “South Main Street Redevelopment Zone.”

Section 2

Chapter 625 Zoning, Article III Zoning, subsection 625-5 Zoning Map, is hereby amended and supplemented by adding the following designation to the legend on the Zoning Map: “South Main Street

Redevelopment Area Zone” comprising Block 2806, Lots 2, 3, 4, 5, and 7.

Section 3

Chapter 625 Zoning is amended to add new Chapter 625-XX , (to be determined at time of codification) “South Main Street Redevelopment Zone” which will include the following chapters:

A. Chapter 625-XX – Purpose

It is the purpose of this zone to provide for the redevelopment the designated properties as a zone. This zone is classified as a redevelopment zone subject to review by the Redevelopment Authority and Land Use Board of the Town of Phillipsburg.

B. Chapter 625-XX+1 – Permitted Principal Uses

Principal permitted uses shall be as follows:

- i. An age-restricted adult/senior housing option in accordance with the definitions in § 625-3 and the Federal Fair Housing Act, which may be designed as single-family detached dwellings, zero lot line dwellings, townhouses or apartments.
- ii. Cell phone towers and similar telecommunications infrastructure, on any property in the overlay zone where such infrastructure is already present
- iii. Up to two principal uses per lot.

C. Chapter 625-XX+2 – Permitted Accessory Uses

Permitted accessory uses shall be as follows:

- i. Recreation facilities for the exclusive use of the residents and their guests.
- ii. Off-street parking, under-building parking and private garage structures for the exclusive use of the residents and their guests.
- iii. Storage and maintenance facilities
- iv. Management office, not to exceed 1,000 square feet.
- v. Customary accessory structures approved as part of the site plan for development, including fences, walls, light fixtures, sound barriers, and other similar structures.

D. Chapter 625-XX+3 – Conditional Uses

Conditional uses shall be as follows:

- i. Convenience retail and service uses, for the primary use of the residents, located within either a residential building or community building, not to be freestanding and not to exceed 3,000 square feet.
- ii. Signs. Signs shall comply with the general requirements of Article VIII. Within the zone, the following signs shall be allowed:
 - a) Signs permitted in § 625-38.
 - b) A freestanding project identification sign not to exceed 30 square feet and a height of six feet measured from the ground line, located a minimum of 25 feet from the property line and limited to one per any street frontage or

entrance. Such sign may be internally illuminated with nonglare lights or illuminated by shielded flood- or spotlights.

- c) Building identification signs, not to exceed four square feet each, and limited to one per building face for faces fronting on either a street or parking lot.

E. Chapter 625-XX+4 – Zone Standards

This zone shall include the following standards that supersede other standards listed in zoning, site plan and subdivision standards and codes of the Town of Phillipsburg. If this section does not include a specific amendment for this zone, this zone is subject to established zoning, site plan, subdivision and other Town codes.

i. EV Parking Standards

- a) The Zone shall adhere to N.J.S.A 40:55D EV parking schedule.
- b) The zone shall permit reductions in required parking based on number of EV spaces provided for per N.J.S.A 40:55D 40:55.
- c) Accessible EV spaces shall be provided per N.J.S.A 40:55D

ii. Parking Standards

- a) Accessible spaces shall be provided per federal regulation and state regulations.
- b) The minimum number of spaces to be provided shall conform to §625, Article VII, except where the NJ Residential Site Improvement Standards permits a lower minimum number of spaces to be provided.
- c) Parking spaces sizes for non-ADA spaces would be 9' x 18'
- d) On-street parking shall maintain safe egress through the site
- e) Parking is permitted within setbacks and buffers for all yards.
- f) Offsite shared parking may be provided subject to submission of parking agreement and map depicting offsite parking location.

iii. Fire Aisle Standards

- a) Fire aisles less than the required width pursuant to regulation may be approved without a waiver subject to the approval of the Fire Official.

iv. Telecommunications Tower Standards

- a) §625-90.C(5) shall not apply to telecommunications towers on the same lot as other permitted uses within the redevelopment zone.

v. Banked/Future Parking spaces.

- a) Developers may at approval of the Redevelopment Authority and Land Use Board, construct less parking spaces than required when the developer is able to submit a parking plan that depicts how the developer would be able to provide additional parking onsite in the future if demand warrants.

vi. Variances for Parking

- a) Variances for parking up to 10% required may be considered and granted by the Land Use Board without review of redevelopment Authority.

- b) Variance for loading zones may be considered and granted by the Land Use Board without review of the Redevelopment Authority.

vii. Variances

- a) The Land Use Board shall be permitted to grant variances classified as “c” variance pursuant to 40:55D-70.C, but are not permitted to grant variances pursuant classified as “d” pursuant to 40:55D-70.d.

Section 4

Chapter 625 Zoning, Article IV General Provisions, subsection 625-8 Lot, Yard and Area of Requirements, and the associated schedule attachment are amended to include the following standards for South Main Street Redevelopment Zone.

Requirements	Required
Minimum Lot Area (Acres)	4
Maximum Residential Density (Units/Acre)	16
Maximum Lot Coverage – Residential buildings (Percent)	55
Maximum Building Height (Stories)	4
Maximum Building Height (Feet)	55
Minimum Property Line Setback – All Sides (Feet)	10
Minimum Setback – Between Principal Buildings (Feet)	½ height of taller face of building
Minimum Lot Frontage (Feet)	100
Maximum Fence or Screen Wall Height – Front Yard (Feet)	5*

Section 5

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

Section 6

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 7

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

ATTEST:

TOWN OF PHILLIPSBURG

Susan Turner
Municipal Clerk
Dated:

Randy Piazza Jr.
Mayor

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 June 9, 2026, 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 June 23, 2026 at 6:00 PM or as soon thereafter as the Town Council may hear this Ordinance at the Phillipsburg Housing Authority Envision Center, 535 Fisher Avenue, 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 its June 23, 2026 meeting.

Susan Turner, Acting Municipal Clerk

June 5, 2026

Town of Phillipsburg Governing Body
120 Filmore Street
Phillipsburg, New Jersey

RE: South Main Street Redevelopment Plan
Block 2806, Lots 2, 3, 4, 5, & 7
VCEA Project No. 9102.109

Dear Governing Body:

The Town of Phillipsburg governing body previously designated the properties consisting of Block 2806, Lots 2, 3, 4, 5, and 7 (i.e. the South Main Street Study Area), along South Main Street an area in need of redevelopment (AINR), which was approved by the State of New Jersey pursuant to 40A:12A-5 and 40A:12-6. As result pursuant to 40A:12A-7, redevelopment plan must be developed and then adopted by ordinance by the governing body. This document shall be understood to be the redevelopment plan is supplemented by the previously completed AINR investigation report.

I. Statutory Considerations

1. NJSA 40A:12A-7.a(1) - Its relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
 - The redevelopment plan expands upon a previously adopted Planned Adult Community Overlay Zone to incentivize development in keeping with the objectives of the zone district.
2. NJSA 40A:12A-7.a(2) - Proposed land uses and building requirements in the project area.
 - Within this plan/ordinance, land uses and building requirements have been identified as required by Statute.
3. NJSA 40A:12A-7.a(3) – Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.
 - The property currently does not contain any residential uses or dwelling units, as such no person will be displaced.

OFFICE LOCATIONS

www.vancleefengineering.com

Hillsborough, NJ
908-359-8291

Mt. Arlington, NJ
862-284-1100

Phillipsburg, NJ
908-454-3080

Doylestown, PA
215-345-1876

Pottstown, PA
610-323-4040

Hamilton, NJ
609-689-1100

Toms River, NJ
732-573-0490

Freehold, NJ
732-303-8700

Bethlehem, PA
610-332-1772

4. NJSA 40A:12A-7.a(4) – An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.
 - No property is proposed to be acquired by the Town in accordance with the redevelopment plan.
5. NJSA 40A:12A-7.a(5) – Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities, (b) the master plan of the county in which the municipality is located, and (c) the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act," P.L.1985, c.398 (C.52:18A-196 et al.).
 - The redevelopment plan substantially furthers the recentring objective of the State Development and Redevelopment Plan by promoting development in an existing State Plan-designated center in a Planning Area 1 (Metropolitan) community.
6. NJSA 40A:12A-7.a(6) – As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.
 - No residential units are proposed to be removed, but new residential units will become a permitted use under this redevelopment plan.
7. NJSA 40A:12A-7.a(7) – A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program, or pursuant to the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), provided they are deemed to be eligible, shall have first priority for those replacement units provided under the plan; provided that any such replacement unit shall not be credited against a prospective municipal obligation under the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), if the housing unit which is removed had previously been credited toward satisfying the municipal fair share obligation. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area. A municipality shall report annually to the Department of Community Affairs on its progress in implementing the plan for provision of comparable, affordable replacement housing required pursuant to this section.
 - This project does not include any removal of residential properties and as such this requirement is not applicable to this redevelopment plan.

8. NJSA 40A:12A-7.a(8) – Proposed locations for zero-emission vehicle fueling and charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.
 - This redevelopment plan will incorporate the current electric vehicle parking standards/guidelines of the State and will permit a reduction in required parking onsite should electric vehicle parking be provided.
9. NJSA 40A:12A-7b – A redevelopment plan may include the provision of affordable housing in accordance with the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.) and the housing element of the municipal master plan.
 - Pursuant to the Town of Phillipsburg's Housing Element and Fair Share Plan, the redevelopment area has been selected for the provision of a portion of the Town's fourth round prospective need for low- and moderate-income housing.
10. NJSA 40A:12A-7c - The redevelopment plan shall describe its relationship to pertinent municipal development regulations as defined in the "Municipal Land Use Law," P.L.1975, c.291 (C.40:55D-1 et seq.). The redevelopment plan shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the redevelopment area. When the redevelopment plan supersedes any provision of the development regulations, the ordinance adopting the redevelopment plan shall contain an explicit amendment to the zoning district map included in the zoning ordinance. The zoning district map as amended shall indicate the redevelopment area to which the redevelopment plan applies. Notwithstanding the provisions of the "Municipal Land Use Law," P.L.1975, c.291 (C.40:55D-1 et seq.) or of other law, no notice beyond that required for adoption of ordinances by the municipality shall be required for the hearing on or adoption of the redevelopment plan or subsequent amendments thereof.
 - This redevelopment plan includes provisions for zoning and design standards that will amend existing zoning standards and design standards under section 2.

II. Zoning

1. Chapter 625 Zoning, Article III Zoning, subsection 625-4 Establishment of Zones, is hereby amended and supplemented by designating Town of Phillipsburg Block 2806, Lots 2, 3, 4, 5, and 7 the “South Main Street Redevelopment Zone” and
2. Chapter 625 Zoning, Article III Zoning, subsection 625-5 Zoning Map, is hereby amended and supplemented by adding the following designation to the legend on the Zoning Map: “South Main Street Redevelopment Area Zone” comprising Block 2806, Lots 2, 3, 4, 5, and 7, and
3. Chapter 625 Zoning is amended to add new Chapter 625-XX , (to be determined at time of codification) “South Main Street Redevelopment Zone” which will include the following chapters:

- a. Chapter 625-XX – Purpose

It is the purpose of this zone to provide for the redevelopment the designated properties as a zone. This zone is classified as a redevelopment zone subject to review by the Redevelopment Authority and Land Use Board of the Town of Phillipsburg.

- b. Chapter 625-XX+1 – Permitted Principal Uses

Principal permitted uses shall be as follows:

- i. An age-restricted adult/senior housing option in accordance with the definitions in § 625-3 and the Federal Fair Housing Act, which may be designed as single-family detached dwellings, zero lot line dwellings, townhouses or apartments.
- ii. Cell phone towers and similar telecommunications infrastructure, on any property in the overlay zone where such infrastructure is already present
- iii. Up to two principal uses per lot.

- c. Chapter 625-XX+2 – Permitted Accessory Uses

Permitted accessory uses shall be as follows:

- i. Recreation facilities for the exclusive use of the residents and their guests.
- ii. Off-street parking, under-building parking and private garage structures for the exclusive use of the residents and their guests.
- iii. Storage and maintenance facilities
- iv. Management office, not to exceed 1,000 square feet.

- v. Customary accessory structures approved as part of the site plan for development, including fences, walls, light fixtures, sound barriers, and other similar structures.

d. Chapter 625-XX+3 – Conditional Uses

Conditional uses shall be as follows:

- i. Convenience retail and service uses, for the primary use of the residents, located within either a residential building or community building, not to be freestanding and not to exceed 3,000 square feet.
- ii. Signs. Signs shall comply with the general requirements of Article VIII. Within the zone, the following signs shall be allowed:
 - a) Signs permitted in § 625-38.
 - b) A freestanding project identification sign not to exceed 30 square feet and a height of six feet measured from the ground line, located a minimum of 25 feet from the property line and limited to one per any street frontage or entrance. Such sign may be internally illuminated with nonglare lights or illuminated by shielded flood- or spotlights.
 - c) Building identification signs, not to exceed four square feet each, and limited to one per building face for faces fronting on either a street or parking lot.

e. Chapter 625-XX+4 – Zone Standards

This zone shall include the following standards that supersede other standards listed in zoning, site plan and subdivision standards and codes of the Town of Phillipsburg. If this section does not include a specific amendment for this zone, this zone is subject to established zoning, site plan, subdivision and other Town codes.

i. EV Parking Standards

- a) The Zone shall adhere to N.J.S.A 40:55D EV parking schedule.
- b) The zone shall permit reductions in required parking based on number of EV spaces provided for per N.J.S.A 40:55D 40:55.
- c) Accessible EV spaces shall be provided per N.J.S.A 40:55D

ii. Parking Standards

- a) Accessible spaces shall be provided per federal regulation and state regulations.

- b) The minimum number of spaces to be provided shall conform to §625, Article VII, except where the NJ Residential Site Improvement Standards permits a lower minimum number of spaces to be provided.
- c) Parking spaces sizes for non-ADA spaces would be 9' x 18'
- d) On-street parking shall maintain safe egress through the site
- e) Parking is permitted within setbacks and buffers for all yards.
- f) Offsite shared parking may be provided subject to submission of parking agreement and map depicting offsite parking location.

iii. Fire Aisle Standards

- a) Fire aisles less than the required width pursuant to regulation may be approved without a waiver subject to the approval of the Fire Official.

iv. Telecommunications Tower Standards

- a) §625-90.C(5) shall not apply to telecommunications towers on the same lot as other permitted uses within the redevelopment zone.

v. Banked/Future Parking spaces.

- a) Developers may at approval of the Redevelopment Authority and Land Use Board, construct less parking spaces than required when the developer is able to submit a parking plan that depicts how the developer would be able to provide additional parking onsite in the future if demand warrants.

vi. Variances for Parking

- a) Variances for parking up to 10% required may be considered and granted by the Land Use Board without review of redevelopment Authority.
- b) Variance for loading zones may be considered and granted by the Land Use Board without review of the Redevelopment Authority.

vii. Variances

- a) The Land Use Board shall be permitted to grant variances classified as “c” variance pursuant to 40:55D-70.C, but are not permitted to grant variances pursuant classified as “d” pursuant to 40:55D-70.d.
4. Chapter 625 Zoning, Article IV General Provisions, subsection 625-8 Lot, Yard and Area of Requirements, and the associated schedule attachment are amended to include the following standards for South Main Street Redevelopment Zone.

Requirements	Required
Minimum Lot Area (Acres)	4
Maximum Residential Density (Units/Acre)	16
Maximum Lot Coverage – Residential buildings (Percent)	55
Maximum Building Height (Stories)	4
Maximum Building Height (Feet)	55
Minimum Property Line Setback – All Sides (Feet)	10
Minimum Setback – Between Principal Buildings (Feet)	½ height of taller face of building
Minimum Lot Frontage (Feet)	100
Maximum Fence or Screen Wall Height – Front Yard (Feet)	5*

*Where supported by professional engineering testimony that 5 site characteristics (e.g. topography, uses, etc.) requires a 5-foot fence for adequate buffering, else 4 feet per §625-9.A-B.

III. Development Standards

This redevelopment plan shall adhere to current Town of Phillipsburg code standards unless amended in this study.

Off-site improvements created as part of the development of the site but not needed or intended for servicing the development shall not be subject to Land Use Board approval.

IV. Zoning Map

The Zoning Map shall be updated to depict a zone called “South Main Street Redevelopment Zone” with a boundary of Block 2806, Lots 2, 3, 4, 5, and 7.

Very truly yours,
Van Cleef Engineering Associates

Timothy M. O'Brien

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



Elliot L. Godwin, AICP
Planner

cc: Town officials, Clerk, Attorney

f:\projects\9100 - phillipsburg\9102 - pb\109 - ingerman cell tower site\redevelopment plan\2026-06-05 - b 2806, 1 2-5, 7 redevelopment plan
- letter format draft rev 4.docx

FIGURE 1: LOCATION OF STUDY AREA ON TAX MAP, SHEET 28

ORDINANCE NO. 2026-18

ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING SECTION 105-17 – RATES OF COMPENSATION – CHAPTER 105 ENTITLED “POLICE DEPARTMENT” TO IMPOSE A TWENTY-FIVE DOLLAR (\$25) PER HOUR ADMINISTRATIVE FEE, AS OPPOSED TO THE PRESENTLY PRESCRIBED TEN PERCENT (10%) FEE

WHEREAS, the Town Council of the Town of Phillipsburg wishes to increase the administrative fee for contracting services of off-duty police officers; and

WHEREAS, presently, Paragraph A. of Section 105-17 – Rates of Compensation – under Chapter 105 entitled “Police Department” is set at ten percent (10%); and

WHEREAS, the Town Council wishes to amend that fee to be twenty-five dollars (\$25) per hour, as opposed to a flat ten percent (10%) fee; and

WHEREAS, the Town Council believes such amendment to be in the best interest of the Municipality 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 Paragraph A of Section 105-17 – Rates of Compensation – of Chapter 105 entitled “Police Department” is hereby amended, as follows:

SECTION I:

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

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

§ 105-17. Rates of Compensation.

- A. Rate of compensation for contracting services of off-duty police officers shall be established at a range of \$75 per hour to \$100 per hour. The Town Council shall annually adopt a resolution setting the rate of pay, which rate of pay shall be paid at the highest overtime rate for patrol officer. An additional administrative fee of ~~10%~~ twenty-five dollars (\$25.00) per hour shall be charged.

- B. [. . .]

SECTION II: Repealer.

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

SECTION III: Severability.

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 IV: Effective Date.

This Ordinance shall take effect immediately upon final 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 June 23, 2026, 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 July 14, 2026, at 6:00 PM or as soon thereafter as the Town Council may hear this Ordinance at the Envision Center Community Room, 535 Fisher Avenue, 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 July 14, 2026 meeting.

Susan Turner Acting Municipal Clerk

**TOWN OF PHILLIPSBURG
BOND ORDINANCE NUMBER O2026-19**

**BOND ORDINANCE AMENDING BOND ORDINANCE
NUMBER 2024-15 FINALLY ADOPTED BY THE TOWN
COUNCIL OF THE TOWN OF PHILLIPSBURG, IN THE
COUNTY OF WARREN, STATE OF NEW JERSEY ON JULY
10, 2024, TO AMEND THE DESCRIPTION OF THE
IMPROVEMENT REFERRED TO IN SECTION 3(a)(viii)
THEREIN**

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

SECTION 1: Section 3(a)(viii) of Bond Ordinance Number 2024-15 finally adopted by the Town Council of the Town of Phillipsburg, in the County of Warren, State of New Jersey (the "Town"), on July 10, 2024 entitled, "BOND ORDINANCE PROVIDING FOR VARIOUS 2024 CAPITAL IMPROVEMENTS BY AND FOR THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$2,508,500 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,383,075 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF" (the "Original Ordinance"), is hereby amended to the extent and with the effect as set forth below:

Section 3(a)(viii) of the Original Ordinance is hereby amended to read as follows:

<u>"Description</u>	<u>Appropriation</u>	<u>Debt Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(viii) <u>Redevelopment:</u> Various redevelopment projects and related improvements throughout the Town, including, but not limited to, property acquisition, demolition, construction,	\$150,000	\$142,500	\$7,500	20 years"

rehabilitation, professional services,
and all related costs;

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

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

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

ADOPTED ON FIRST READING
DATED: June 23, 2026

SUSAN TURNER
Acting Municipal Clerk

ADOPTED ON SECOND READING
DATED: July 14, 2026

SUSAN TURNER
Acting Municipal Clerk

**TOWN OF PHILLIPSBURG
BOND ORDINANCE NUMBER O2026-20**

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND IN THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; REAPPROPRIATING \$343,101.34 IN EXCESS BOND AND NOTE PROCEEDS FROM VARIOUS BOND ORDINANCES OF THE TOWN, NOT NEEDED FOR THEIR ORIGINAL PURPOSES, TO FINANCE THE COSTS THEREOF

WHEREAS, the Town Council of the Town of Phillipsburg, in the County of Warren, State of New Jersey (the “Town”), finally adopted the following bond ordinances: bond ordinance number 2017-06 Town finally adopted on June 20, 2017, bond ordinance number 2019-17 finally adopted on July 16, 2019, bond ordinance number 2021-04 finally adopted February 16, 2021, bond ordinance number 2021-10 finally adopted on March 16, 2021, bond ordinance number 2022-19 finally adopted on May 4, 2022, and bond ordinance number 2023-10 finally adopted on June 6, 2023, as more fully described in Section 1 herein (collectively, the “Ordinances”); and

WHEREAS, following the effective date of the Ordinances, the Town issued bonds and notes to fund and finance all or a portion of the improvements or purposes authorized therein; and

WHEREAS, the Town has determined that the capital improvements or purposes set forth in the Ordinances have either been completed in full or discontinued as a result of events occurring subsequent to the adoption of the Ordinances, as applicable; and

WHEREAS, there currently remains on deposit in the Town's capital accounts excess bond and note proceeds allocable to the Ordinances (the "Excess Proceeds"), but no longer necessary to complete the improvements or purposes authorized therein; and

WHEREAS, in accordance with the statutory powers set forth in section 39 of the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"), the Town Council of the Town has determined that it is in the best interest of the Town to reappropriate the Excess Proceeds to finance the costs of various capital acquisitions and improvements, for which bonds may be issued, thereby eliminating the need for the Town to incur additional debt to finance such current capital needs; and

WHEREAS, the Town Council of the Town now desires to reappropriate the Excess Proceeds to undertake the costs of such capital acquisitions and improvements in and by the Town.

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

SECTION 1. The following amounts of Excess Proceeds from the Ordinances listed below are no longer necessary for the improvements or purposes for which they were appropriated, authorized and issued:

<u>Bond Ordinance Number and Date of Adoption</u>	<u>Excess Proceeds Amount</u>	<u>Section of Bond Ordinance Reappropriated From</u>
2017-06, finally adopted June 20, 2017	\$ 27,100,00	Section 3(a)(viii)

<u>Bond Ordinance Number and Date of Adoption</u>	<u>Excess Proceeds Amount</u>	<u>Section of Bond Ordinance Reappropriated From</u>
2017-06, finally adopted June 20, 2017	\$ 4,771.70	Section 3(a)(x)
2019-17, finally adopted July 16, 2019	\$ 68,090.00	Section 3(a)(viii)
2021-04, finally adopted February 16, 2021	\$ 90,574.90	Section 3(a)
2021-10, finally adopted March 16, 2021	\$ 31,276.81	Section 3(a)
2022-19, finally adopted May 4, 2022	\$ 21,287.93	Section 3(a)(x)
2023-10, finally adopted June 6, 2023	<u>\$100,000.00</u>	Section 3(a)(vii)
Total:	<u>\$343,101.34</u>	

SECTION 2. The total amount of \$343,101.34 in Excess Proceeds is hereby reappropriated pursuant to N.J.S.A. 40A:2-39, and shall be used to finance the cost of the undertaking by the Town of general capital improvements or purposes for which bonds may be issued. Said general capital improvements or purposes are set forth in Section 3(a) of this bond ordinance.

SECTION 3. (a) The capital improvements hereby authorized and purposes for which the Excess Proceeds are to be reappropriated are as follows:

<u>Description</u>	<u>Reappropriation Amount</u>
Library improvements and equipment, including, but not limited to, roof replacement, library furnishings, circulation desk, computer carrels, and digital microfilm reader-printer-scanner;	\$27,100.00
Purchase of various equipment for the Administration Department, including, but not	\$68,090.00

<u>Description</u>	<u>Reappropriation Amount</u>
limited to, the purchase of computers, networks, phones, server replacement and upgrades for various municipal departments;	
Improvements to various Town roads and parking lots as referenced on a list on file in the Office of the Clerk;	\$90,574.90
Various redevelopment projects and related improvements throughout the Town, including, but not limited to, property acquisition, demolition, construction, rehabilitation, professional services, and all related costs; and	\$126,059.63
Purchase of various equipment Police Department, including, but not limited to, body worn cameras and mobile video recorders.	\$31,276.81
Total:	<u>\$343,101.34</u>

(b) The improvements or purposes set forth above in Section 3(a) shall also include, as applicable, all engineering and design work, preparation of plans and specifications, permits, bid documents, contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

SECTION 4. In the event the United States of America, the State of New Jersey and/or the County of Warren make a contribution or grant in aid to the Town for the improvements or purposes authorized hereby and the same shall be received by the Town, then such funds shall be applied to the payment of debt service on the bonds or notes issued for such improvements or purposes and shall be used for no other improvements or purposes.

SECTION 5. The capital budget or temporary capital budget, as applicable, of the Town is hereby amended to conform with the provisions of this bond ordinance to the

extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board in the New Jersey Department of Community Affairs showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, is on file in the office of the Clerk and is available for public inspection.

SECTION 6. The Town covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all tax-exempt bond proceeds reappropriated by this bond ordinance.

SECTION 7. This bond ordinance shall take effect twenty (20) days after the first publication of this bond ordinance and, if applicable, approval by the Mayor after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING

DATED: June 23, 2026

SUSAN TURNER
Acting Municipal Clerk

ADOPTED ON SECOND READING

DATED: July 14, 2026

SUSAN TURNER
Acting Municipal Clerk

**TOWN OF PHILLIPSBURG
BOND ORDINANCE NUMBER O2026-21**

**BOND ORDINANCE PROVIDING FOR VARIOUS 2026
CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND
FOR THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF
WARREN, STATE OF NEW JERSEY; APPROPRIATING
\$2,425,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$2,303,750 BONDS OR NOTES OF THE
TOWN TO FINANCE PART OF THE COST THEREOF**

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Town of Phillipsburg, in the County of Warren, State of New Jersey (the "Town"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$2,425,000, said sum being inclusive of the sum of \$121,250 as the aggregate amount of down payments for said improvements or purposes as required by the Local Bond Law, N.J.S.A. §40A:2-1 et seq. (the "Local Bond Law"). The down payments are now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Town for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$2,425,000 appropriation not provided for by the down payments, negotiable bonds of the Town are hereby authorized to be issued in

the aggregate principal amount of \$2,303,750 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Town in an aggregate principal amount not exceeding \$2,303,750 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, the following:

<u>Description</u>	<u>Appropriation</u>	<u>Debt Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) <u>Administration</u> : the purchase of equipment for the Administration Department, including but not limited to, the purchase of computers, networks, phones, the replacement of servers, and other upgrades for various municipal departments;	\$150,000	\$142,500	\$7,500	7 years
(ii) <u>Public Safety</u> : the purchase of public safety equipment, including, but not limited to, safety cameras, helmets, rifles, breeching equipment, and training equipment;	\$150,000	\$142,500	\$7,500	7 years
(iii) <u>Police Department - Vehicles</u> : the acquisition of patrol vehicles for the Police Department;	\$200,000	\$190,000	\$10,000	5 years
(iv) <u>Fire Department</u> : the purchase of equipment for the Fire Department, including, but not limited to, personal protective equipment, a hose, and power tools; and other upgrades to the Fire Station;	\$150,000	\$142,500	\$7,500	15 years
(v) <u>Fire Department - Vehicles</u> : the replacement and/or refurbishment of fire engines for the Fire Department;	\$125,000	\$118,750	\$6,250	10 years

<u>Description</u>	<u>Appropriation</u>	<u>Debt Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(vi) <u>Department of Public Works:</u> the purchase of equipment for the Department of Public Works, including, but not limited to, street lighting, and improvements and upgrades to various Town buildings;	\$125,000	\$118,750	\$6,250	10 years
(vii) <u>Department of Recreation:</u> improvements and upgrades to various parks within the Town, including, but not limited to, renovations to bathroom facilities, the purchase of a pump for the municipal pool, and the construction of a pavilion for Walters Park;	\$150,000	\$142,500	\$7,500	15 years
(viii) <u>Redevelopment:</u> the demolition and/or purchase of various buildings, as applicable, for redevelopment purposes;	\$100,000	\$95,000	\$5,000	20 years
(ix) <u>Road Improvements:</u> improvements to various Town roads and parking lots as referenced on a list on file with the Town Engineer's office, which list is hereby approved and incorporated herein; and	\$1,175,000	\$1,116,250	\$58,750	10 years
(x) <u>Section 20 Costs.</u>	<u>\$100,000</u>	<u>\$95,000</u>	<u>\$5,000</u>	
<u>TOTALS:</u>	<u>\$2,425,000</u>	<u>\$2,303,750</u>	<u>\$ 121,250</u>	

(b) The above improvements and purposes set forth in Section 3(a) shall also include the following, as applicable, surveying, construction planning, engineering and design work, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation, and also all work, materials, equipment, labor and appurtenances as necessary therefor or incidental thereto.

(c) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$2,303,750.

(d) The aggregate estimated cost of said improvements or purposes is \$2,425,000, the excess amount thereof over the estimated maximum amount of bonds or notes to be issued therefor is the down payments for said improvements or purposes in the aggregate amount of \$ 121,250.

SECTION 4. In the event the United States of America, the State of New Jersey and/or the County of Warren make a contribution or grant in aid to the Town for the improvements and purposes authorized hereby and the same shall be received by the Town prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Warren. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Warren shall be received by the Town after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Town as a result of using such funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Town (the “Chief Financial Officer”), provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined

by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8.1. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Town hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Town is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

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

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the Town

may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10.26 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Town and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Town as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$2,303,750 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$100,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements or purposes herein before described.

SECTION 8. The full faith and credit of the Town are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Town, and the Town shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Town for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Town reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Town's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2.

SECTION 10. The Town covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, of the interest on all bonds and notes issued under this ordinance on a tax-exempt basis.

SECTION 11. The Chief Financial Officer of the Town is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Town, which are authorized herein, and to execute such disclosure document on behalf of the Town. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Town pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Town, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Town fails to comply with

its undertaking, the Town shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

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

ADOPTED ON FIRST READING
DATED: June 23, 2026

SUSAN TURNER,
Acting Municipal Clerk

ADOPTED ON SECOND READING
DATED: July 14, 2026

SUSAN TURNER,
Acting Municipal Clerk

**TOWN OF PHILLIPSBURG
BOND ORDINANCE NUMBER O2026-22**

**BOND ORDINANCE AMENDING BOND ORDINANCE
NUMBER 2025-10 FINALLY ADOPTED BY THE TOWN
COUNCIL OF THE TOWN OF PHILLIPSBURG, IN THE
COUNTY OF WARREN, STATE OF NEW JERSEY ON MAY
28, 2025, TO AMEND THE DESCRIPTION OF THE
IMPROVEMENT REFERRED TO IN SECTION 3(a)(vii)
THEREIN**

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

SECTION 1: Section 3(a)(vii) of Bond Ordinance Number 2025-10 finally adopted by the Town Council of the Town of Phillipsburg, in the County of Warren, State of New Jersey (the "Town"), on May 28, 2025 entitled, "BOND ORDINANCE PROVIDING FOR VARIOUS 2025 CAPITAL ACQUISITIONS AND IMPROVEMENTS BY AND FOR THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$2,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,375,000 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF" (the "Original Ordinance"), is hereby amended to the extent and with the effect as set forth below:

Section 3(a)(vii) of the Original Ordinance is hereby amended to read as follows:

<u>"Description</u>	<u>Appropriation</u>	<u>Debt Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(viii) <u>Redevelopment:</u> Various redevelopment projects and related improvements throughout the Town, including, but not limited to, property acquisition, demolition, construction, rehabilitation, professional services, and all related costs;	\$100,000	\$95,000	\$5,000	20 years"

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

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

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

ADOPTED ON FIRST READING
DATED: June 23, 2026

SUSAN TURNER
Acting Municipal Clerk

ADOPTED ON SECOND READING
DATED: July 14, 2026

SUSAN TURNER
Acting Municipal Clerk

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT

I, the undersigned, Acting Municipal Clerk of the Town of Phillipsburg, in the County of Warren, State of New Jersey (the "Town"), DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by Shannon Quick, the Chief Financial Officer of the Town, as of June 23, 2026, that such Supplemental Debt Statement was filed in my office on or prior to June 23, 2026, and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on _____, 2026.

SUSAN TURNER,
Acting Municipal Clerk

CERTIFICATE OF DOWN PAYMENT

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

"BOND ORDINANCE PROVIDING FOR VARIOUS 2026 CAPITAL ACQUISITIONS AND IMPROVEMENTS BY AND FOR THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$2,425,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,303,750 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF",

there was available as a down payment for the improvements or purposes authorized by said ordinance \$ 121,250 by virtue of a provision or provisions in a previously adopted budget or budgets of the Town for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Town as of this ____ day of _____, 2026.

SHANNON QUICK,
Chief Financial Officer

**TOWN OF PHILLIPSBURG
PUBLIC NOTICE**

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Town of Phillipsburg, in the County of Warren, State of New Jersey, on June 23, 2026. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the Envision Center Community Room, 535 Fisher Avenue, Phillipsburg, in said County on July 14, 2026 at 6:00 p.m. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS 2026 CAPITAL ACQUISITIONS AND IMPROVEMENTS BY AND FOR THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$2,425,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,303,750 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF

Purpose(s): The bond ordinance provides for various 2026 capital acquisitions and improvements for various departments for and in the Town of Phillipsburg, including, but limited to: (i) the purchase of equipment for the Administration Department; (ii) the purchase of public safety equipment for the Department of Public Safety; (iii) the acquisition of patrol vehicles for the Police Department; (iv) the purchase of equipment for the Fire Department; (v) the replacement and/or refurbishment of fire engines for the Fire Department; (vi) the purchase of equipment for the Public Works Department; (vii) improvements and upgrades to various parks within the Town; (viii) the demolition and/or purchase of buildings, as applicable, for redevelopment purposes; and (ix) improvements and repairs to various roads and parking lots within the Town as referenced on a list on file with the Town Engineer's office. For a full description of the improvements and acquisitions provided for in the bond ordinance, please refer to the full text of the bond ordinance.

Appropriation: \$2,425,000

**Bonds/Notes
Authorized:** \$2,303,750

Section 20 Costs: \$100,000

Down Payment: \$121,250

Useful Life: 10.26 years

**SUSAN TURNER,
Acting Municipal Clerk**

**TOWN OF PHILLIPSBURG
PUBLIC NOTICE**

BOND ORDINANCE STATEMENT AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Town of Phillipsburg, in the County of Warren, State of New Jersey on July 14, 2026, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS 2026 CAPITAL ACQUISITIONS AND IMPROVEMENTS BY AND FOR THE TOWN OF PHILLIPSBURG, IN THE COUNTY OF WARREN, STATE OF NEW JERSEY; APPROPRIATING \$2,425,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,303,750 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF

Purpose(s): The bond ordinance provides for various 2026 capital acquisitions and improvements for various departments for and in the Town of Phillipsburg, including, but limited to: (i) the purchase of equipment for the Administration Department; (ii) the purchase of public safety equipment for the Department of Public Safety; (iii) the acquisition of patrol vehicles for the Police Department; (iv) the purchase of equipment for the Fire Department; (v) the replacement and/or refurbishment of fire engines for the Fire Department; (vi) the purchase of equipment for the Public Works Department; (vii) improvements and upgrades to various parks within the Town; (viii) the demolition and/or purchase of buildings, as applicable, for redevelopment purposes; and (ix) improvements and repairs to various roads and parking lots within the Town as referenced on a list on file with the Town Engineer's office. For a full description of the improvements and acquisitions provided for in the bond ordinance, please refer to the full text of the bond ordinance.

Appropriation: \$2,425,000

**Bonds/Notes
Authorized:** \$2,303,750

Section 20 Costs: \$100,000

Down Payment: \$121,250

Useful Life: 10.26 years

**SUSAN TURNER,
Acting Municipal Clerk**

CERTIFICATE OF INTRODUCTION

I, the undersigned Acting Municipal Clerk of the Town of Phillipsburg, in the County of Warren, State of New Jersey (the "Town"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Town duly called and held on June 23, 2026, and that the following was the roll call:

Present:

Absent:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town as of this ____ day of _____, 2026.

(SEAL)

Susan Turner,
Acting Municipal Clerk

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Acting Municipal Clerk of the Town of Phillipsburg, in the County of Warren, State of New Jersey (the "Town"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Town duly called and held on July 14, 2026, and that the following was the roll call:

Present:

Absent:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town as of this ____ day of _____, 2026.

(SEAL)

SUSAN TURNER,
Acting Municipal Clerk

ACTING CLERK'S CERTIFICATE

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

1. Attached hereto is the bond ordinance introduced on June 23, 2026 and finally adopted on July 14, 2026 and approved by the Mayor, as applicable, on July ____, 2026.

2. After introduction, the bond ordinance was published as required by applicable law on June ____, 2026 on the Town's official website.

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

4. After final adoption, the bond ordinance was duly approved by the Mayor of the Town (if applicable) and duly published as required by law on July ____, 2026 on

the Town's official website. No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the Town or to me or filed in my office within twenty (20) days after said publication or at any other time after the final adoption thereof.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed, imprinted or reproduced the corporate seal of the Town as of this ____ day of _____, 2026.

(SEAL)

SUSAN TURNER,
Acting Municipal Clerk

R2026-92

**RESOLUTION AUTHORIZING REFUND OVERPAYMENT OF RENTAL
REGISTRATION FEES**

WHEREAS, the Finance Office and the Office of Buildings and Inspections of the Town of Phillipsburg have certified that the following is a refund of a Rental Registration fee,

WHEREAS, said refund is due to an overpayment

YEAR 2023 to 2026 Refund amount \$200.00 to:

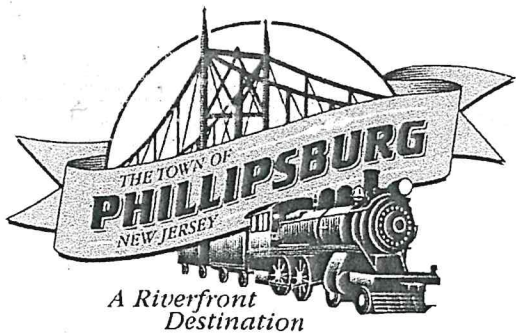
**Milca Charles
497 Center Street
Phillipsburg, NJ 08865**

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 June 23, 2026.

Susan Turner, Acting Municipal Clerk



Town of Phillipsburg

OFFICE OF INSPECTIONS

120 FILMORE STREET
PHILLIPSBURG, NJ 08865

Phone: 908-454-5500 ext. 312

Email - tserrano@phillipsburgnj.org

Town Website: www.phillipsburgnj.org

Registration for Licensing Rental Property

(Office Use Only)

License #: RP-26-0573

(Office Use Only)

Application Date: 4/17/26

Payment Year: 23, 24, 25, 26

Amount: 600+

Cash/Check #: 1003

Unit count: 2-23 - 24-26

Units

Unit 1 Lives in other

\$150 per unit fee is due on MARCH 1st of every year
Certificate of Habitability must be renewed every year
Please call the inspections department for an appointment

Pursuant to Chapter 464 (Rental Property) of the Phillipsburg Town Code, the owner of every rental property shall file a registration statement on an annual basis on or before May 1st of each year. Kindly fill out both sides of this application. Only one form is required for each property.

Property Address: 497 Center St Block: _____ Lot: _____

Business Name: _____

Owner Full Name: Milca Charles

Owner Address: 497 Center St

Phillipsburg NJ 08865

Phone: _____, Cell: _____

Email: _____

Would you like inspection reports and certificates to be e-mailed? ☒ Yes () No

Managing Agent: Same

Agent Address: _____

Phone: _____ Cell: _____

Email: _____

Provide the **names of the tenants** who are on the lease agreement and authorized to reside at the home or apartment, and **include all children** over 2 years of age. **Please separate the tenants** according to their apartment:

Please identify **type & quantity** of all animals in each unit:

Kindly **check** or provide an answer to the following questions:

Number of Apartments/Units: 2 Number of years you have rented this property: 4

1. Type of rental property:

- ☐ Single Family
☐ Two Family Duplex (Side by Side)
☒ Two Family (Up & Down)
☐ Multi-family Dwelling
☐ Commercial Building with Apartments

2. Are you (the landlord) responsible to provide heat or other utilities? ☐ Yes ☐ No

- ☐ Heat ☐ Hot Water
☐ Water ☐ Electric

3. Fuel Oil Co. (if applicable): _____

4. Have you provided the floor plans to this home or property? ☐ Yes ☐ No

If no: **Please provide a detailed floor plan on a separate page.** Items required to include:
Exterior/Interior doors & windows, stairwell locations, room names & approx. dimensions.

Signature: Melba Chayle Date: 4/17/26

MILCA CHARLES
MARIE CLAUDE CORVOISIER
497 CENTER ST., # 2
PHILLIPSBURG, NJ 08865-2601

50-755/213

1003

SPECIALTY BLUE INK SECURITY



PAY TO
THE ORDER OF

Town of Phillipsburg
SIX hundred dollars

DATE 4/17/26

\$ 600.00

DOLLARS

Heat
Reactive
Ink

Community Bank
Community Bank, N.A. | cbna.com

MEMO For Rental

Milca Charles

1003

SECURITY FEATURES INCLUDING THE SECURITY

RESOLUTION 2026-93
TOWN OF PHILLIPSBURG
COUNTY OF WARREN

WHEREAS, the Town of Phillipsburg (“Town”) is party to litigation captioned as Corcoran, et al. v. Town of Phillipsburg, et al., Docket No. WRN-L-87-23 (the “Litigation”); and

WHEREAS, the Town seeks to authorize entry into a Settlement Agreement and Release resolving the litigation, consistent with the terms set forth in executive session.

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

1. The foregoing recitals are hereby incorporated as if set forth at length.
2. The Mayor is hereby authorized to execute the Settlement Agreement and Release on behalf of the Town, consistent with the terms set forth in executive session.
3. This Resolution shall take effect immediately upon adoption.

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 June 23, 2026.

Susan Turner, Acting Municipal Clerk

McDONNELL ARTIGLIERE
John F. McDonnell, Esq.
NJ Attorney ID No.: 000871984
Leonard J. Artigliere, Esq.
NJ Attorney I.D. No.: 015431985
60 Youmans Avenue
Washington, NJ 07882
(908) 689-5885
Attorneys for Plaintiffs

SHERRY L. CORCORAN, SAMUEL R.
CAPPELLO, RICHARD THOMPSON and
LEO K. JESSAMINE,
Plaintiffs,

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: WARREN COUNTY
DOCKET NO.: WRN-L-87-23

v.

Civil Action

TOWN OF PHILLIPSBURG, ROBERT
FULPER and VICTORIA KLEINER,
Defendants.

SETTLEMENT AGREEMENT
and RELEASE

1. **Releasor and Releasees:** This RELEASE (the “Release”), is given by the Releasor(s). The Releasors are Sherry L. Corcoran, Samuel R. Cappello, Richard Thompson and Leo K. Jessamine, referred to as “We”. The Releasees, hereinafter referred to as “Releasees” or “You,” is the Town of Phillipsburg, Robert Fulper and Victoria Kleiner, including all of their departments, divisions, agencies, officials, employees, and agents, past and present, attorneys, insurers and reinsurers.

2. **Release:** We release and give up any and all claims and rights which we may have against You. This releases all claims, demands, damages, causes of action, or suits which have been or could have been brought related to the events that gave rise to the Complaint, including claims for attorney’s fees and costs, any claims of which we are not aware, and any claims not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now and specifically, as full payment and satisfaction for any and all claims or rights resulting from/relating to:

a. Personal injuries, emotional distress damages, and all other damages sustained, including but not limited to, medical expenses, pain and suffering, income loss, economic loss, loss of spousal services and/or loss of consortium arising out of the claims which are the subject of a suit captioned Sherry L. Corcoran, Samuel R. Cappello, Richard Thompson and Leo K. Jessamine v. Town of Phillipsburg, Robert Fulper and Victoria Kleiner, et al., venued in the Superior Court of New Jersey, Warren County, Law Division, Docket No. WRN-L-87-23 and in any other litigation arising out of the same occurrence.

b. Any and all claims and/or liens, past current and/or future arising out of this litigation or asserted against the proceeds of the settlement and agree that such claims

and/or liens are to be satisfied by us, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment claims and/or liens.

c. Any and all claims, actions, grievances suits, charges, complaints and appeals, from the beginning of time up to the effective date of this Agreement against Releasees, and their trustees, officers, directors, employees, agents, attorneys, insurers, contractors, affiliates, and successors or assigns in any forum, including but not limited to any claims under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. sec. 621et seq. (“ADEA”); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sec. 2000e et seq. (“Title VII”); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq.; the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. Sec. 1981 et seq. (“CRA of 1991”); the Americans with Disabilities Act, 42 U.S.C. Sec. 12101 et seq. (“ADA”); the Family and Medical Leave Act, 29 U.S.C.A. Sec. 2601 et seq. (“FMLA”); the Fair Labor Standards Act, 29 U.S.C. Sec. 201 et seq. (“ELSA”); the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. Sec. 1001 et seq. (“ERISA”); the Equal Pay Act, 29 U.S.C. § 201, et seq., (“EPA”); the Rehabilitation Act, 29 U.S.C. §§ 701, et seq. (“RA”); the Pregnancy Discrimination Act, 42 U.S.C. §§ 2000, et seq. (“PDA”); the Whistleblower Protection Statutes, 10 U.S.C. § 2409, 12 U.S.C. § 1831j, 31 U.S.C. § 5328, 41 U.S.C. § 265, (collectively as “WPS”); the Sarbanes-Oxley Act, 18 U.S.C. 1514A, the False Claims Act, 31 U.S.C. §§ 3729, et seq.; Uniformed Service Employment and Reemployment Act, 38 U.S.C. 4310, et seq. (“USERRA”); American Recovery and Reinvestment Act, 5 U.S.C. 552, et seq. (“ARRA”); the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. (“LAD”); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. (“CEPA”); the New Jersey Family Leave Act, N.J.S.A. 34:11-B-1 et seq. (“FLA”); the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq.; the New Jersey Freedom from Intimidation Act, N.J.S.A. 34: 19-9, et seq.; the New Jersey Opportunity to Compete Act, N.J.S.A. 34:6B-11 et seq.; the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq. (“WHL”); the New Jersey Discrimination in Wages Law, N.J.S.A. 34: 11-56.1, et seq. (“DWL”); the New Jersey Security and Financial Empowerment Act (“NJ SAFE”); the New Jersey Workers’ Compensation Law, N.J.S.A. 34:15-39.1, et seq. (“NJWC”); the New Jersey Wage Payment Law, N.J.S.A. 34: 11-4.1, et seq. (“WPL”) the State of New Jersey’s public employment laws, including but not limited to, Title IIA and Title 40A of the New Jersey Statutes and Title 4A of the New Jersey Administrative Code; all express or implied contracts between Releasers and Releasees, including any collective bargaining agreement; and the common law doctrines, including any alleged tortious or defamatory conduct; and/or any and all other federal, state or local statutes, laws, rules, ordinances, policies and constitutions. Releasers expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. Releasers expressly accept and assume the risk of such unknown or underestimated losses or claims and acknowledges and agree that the benefits to be provided to them pursuant to this Agreement fully compensate them for such risks. Employees acknowledge that none of the benefits given to them pursuant to this Agreement have been assigned or are subject to alienation (i.e., personal bankruptcy).

d. We further release all claims which might otherwise have been brought in the future by our Estates or our family members under Mauro v. Raymark Industries, 116 N.J. 126 (1989) and Alfone v. Sarno, 87 N.J. 99 (1981) for past, present, or future losses, damages, or injuries.

e. We further agree that we will not apply for reemployment with the Town at any time. If we do apply for reemployment with the Town and are approved for employment, the terms of this Agreement shall control and be grounds for immediate termination of employment.

f. Releasors affirm that, as of the date of this Agreement, no conditional payment has been made to or in Releasors behalf by Medicare or Medicaid for the damages they claimed in the Civil Action. Releasors further represent and warrant that no Medicaid payments have been made to or on behalf of Releasors and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from their claims in this matter. Releasors agree that they, and not the Town or any of the Released Parties, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted. Releasors waive the right to sue any of the Released Parties under Section §1395y(b)(3)(A) of the Medicare Secondary Payer Act for any failure of the Released Parties to provide for primary payment or appropriate reimbursement of any conditional payment.

3. **Terms:** Upon approval of this Agreement by the Town of Phillipsburg, the Terms of this Agreement are as follows:

a. In consideration of our releasing the claims and rights enumerated in this Release, You have agreed to pay us, in full satisfaction of all claims, including claims for costs and attorney's fees, a total of forty thousand dollars (\$40,000.00) within 30 days from when the Town approves this Agreement and we provide the documents identified in this Agreement.

b. We acknowledge that this is consideration to which we are not otherwise entitled. This sum represents full payment, including all attorney fees, costs, and expenses. We agree that we shall not seek anything further from You. Payment shall not be made unless counsel for Releasees has received this Release signed by Releasors a Child Support Certification, our counsel's W-9 and a signed Stipulation of Dismissal with Prejudice. The signed Stipulation of Dismissal with Prejudice will be held until our attorney receives the payment.

4. **Payment:** The settlement check shall be made payable to “McDonnell Artigliere Trust Account” and delivered to Releasors’ Counsel.

5. **Taxes:** We shall be solely responsible for the payment of taxes on this settlement, if any, and we agree and understand that the Releasees have not made any representation to us regarding the tax treatment of the sums paid pursuant to this Release. In the event a claim for such taxes,

and/or penalties and interest, is assessed by any taxing authority, we agree to, and do hereby hold the Releasees harmless and indemnify Releasees against any and all tax liability, interest and/or penalties as due thereon.

6. **Liens**: We shall be solely responsible for the payment of any claims or liens that may be asserted against the proceeds of this settlement. In the event a claim or lien for such payment is asserted by anyone, including Medicare and/or Medicaid, we agree to make those payments and to defend and indemnify Releasees against any such claim or lien, including the payment of any fines, charges and attorney's fees. Failure to satisfy any such lien shall constitute a breach of this Release and we agree to pay all costs, interest and attorney's fees associated with any such claim or lien.

7. **Attorney's fees**: This Release includes all claims for attorney's fees and costs.

8. **No Admission of Liability**: Releasees expressly deny the validity of Releasers' disputed claims and nothing contained herein may be used or viewed as an admission of liability by Releasees.

9. **Dismissal of Lawsuit**: We hereby authorize and instruct our legal counsel of record to sign a Stipulation of Dismissal with Prejudice and Without Costs and Attorney Fees as to all claims and all Releasees named in the matter referenced above and to provide same to counsel for Releasees at the time of execution of this Release. The Stipulation of Dismissal shall be filed by counsel for Releasees upon tender of the settlement check as outlined above.

11. **Confidentiality**: We acknowledge that the terms of this Agreement, and the fact of this settlement, are confidential to the extent permitted by law. Accordingly, except as specifically permitted under this Agreement, or required by force of law, we agree not to disclose or cause to be disclosed, either directly or indirectly, to any person or organization (including but not limited to any current, former or future employee of Yours, and on any social media or Internet site) any information regarding the settlement amount or other terms of this Agreement (collectively, "the Confidential Information"), and to respond to any inquiries regarding the disposition of the claims contained in the Complaint by stating, "The case is over" or "It has been resolved," and nothing more.

Any breach of the Confidentiality Provision is a material breach of the Release, entitling You to recover reasonable attorney's fees and costs incurred in any attempt to enforce the covenant of Confidentiality or recover damages, including any paid amounts pursuant to the Release. We agree to the Confidentiality Provision and agree to be bound thereby, notwithstanding being obligated by law or professional ethical standards to maintain the confidentiality.

a. We further agree that:

- i. We may disclose the Confidential Information to only our spouses, immediate family, Counsel, and financial advisors, and shall direct them to keep such information confidential, and shall inform them that we may be held responsible for any disclosure by them, and shall accept full and legal responsibility for any such disclosures;
- ii. We may disclose the terms of this settlement to the extent necessary to enforce or challenge the terms of this Agreement, or to comply with a legal requirement that the Confidential Information be disclosed.

12. **Non-Assignment:** We acknowledge that none of the proceeds given herein have been assigned.

13. **Counterparts:** This Release may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Release.

14. **Who is Bound:** We are bound by this Release. Anyone who succeeds to our rights and responsibilities, such as our heirs or the executor of our estate, are also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities.

15. **Severability:** The provisions of this Release are severable and if any part of it is found to be illegal or unenforceable for any reason, the other provisions shall remain fully valid and enforceable.

16. **Choice of Law:** This Release shall be governed, construed, and enforced in accordance with the laws of the State of New Jersey, without regard to that state's conflict of laws rules and principles.

17. **Child Support Certification:** We hereby acknowledge and understand our obligation to comply with the legal requirements of N.J.S.A. 2A:17-56.23b, including, but not limited to, the requirement to perform a certified child support judgment lien search and to provide Releasees with said documentation prior to the Releasees' disbursement of the Payment. We agree that we shall direct our attorneys to perform the judgment search required by N.J.S.A. 2A: 17-56.23b, and deliver a copy of the certification to Releasees' counsel. We further understand and acknowledge that, (a) no settlement funds due to us under this Release shall be released prior to the receipt of the judgment search certification, and (b) any fees incurred, and payments made, by Releasees in connection with N.J.S.A. 2A:17-56.23b shall be deducted from the payment prior to its disbursement to us.

18. **Entire Agreement:** This Release contains the entire agreement between the Releasors and Releasees and supersedes any prior written or oral agreements, understandings or arrangements.

19. **Signatures:** We understand and agree to the terms of this Release, have had sufficient opportunity to review it with counsel of our choice, and sign it knowingly and voluntarily. We have had sufficient opportunity to review this Release, including but not limited to an opportunity to review it with our attorney, seek his guidance, and have him answer our questions. We warrant that we are of legal age and under no legal disability of any kind and we are fully competent to execute this Release. We agree and acknowledge that we have received at least 21 days to consider this Release. We agree and acknowledge that we may revoke this Release within 7 days of signing it. We agree and acknowledge that this Release will not become effective until the 7-day period has elapsed.

Signatures:

Sherry L. Corcoran

Dated: _____

Samuel R. Cappello

Dated: _____

Richard Thompson

Dated: _____

Leo K. Jessamine

Dated: _____

Town of Phillipsburg
By:

Dated: _____

Robert Fulper

Dated: _____

Victoria Kleiner

Dated: _____

R2026-94

**A RESOLUTION APPROVING 2026-2027 LIQUOR LICENSE RENEWALS WITHIN THE
TOWN OF PHILLIPSBURG**

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

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

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

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

PLENARY RETAIL CONSUMPTION- EFFECTIVE: July 01, 2026 Fee: \$1,680.00

2119-33-002-004	Wardell Realty of New Jersey, Inc. T/A Free Bridge Wine & Liquors	9 Union Square
2119-33-004-006	Blue Wall Holding, LLC T/A R Bar	142 Sitgreaves Street
2119-33-006-006	Miranda Lynn Moussa	366 South Main Street
2119-33-008-009	Shappell Community Enterprises	373 South Main Street
2119-33-013-008	Par Holdings 17 LLC	11-17 Union Square
2119-33-014-004	Malgieri Main Line LLC	341 Pursel Street
2119-33-017-007	The Sand Bar of Phillipsburg LLC	4 Union Square
2119-33-018-007	41 Third Street LLC	41 Third Street
2119-33-021-009	Mariano's Restaurant LLC	665 Columbus Avenue
2119-33-022-005	Mez-Mer LLC T/A Hammerhead Tavern & Grill	799-801 South Main Street
2119-33-025-006	G Four Bar LLC	43-45 South Main Street
2119-33-026-006	Stockton Ale House LLC	224 Stockton Street
2119-33-031-003	Rapaen Cuisine, Inc.	62-64 South Main Street
2119-33-032-009	Lenora's Bar & Grill LLC	7 Filmore Street

2119-33-033-007

Tama Enterprises LLC

326 South Main Street

PLENARY RETAIL DISTRIBUTION - EFFECTIVE: July 01, 2026 Fee: \$1,680.00

2119-44-012-003

Bennette Roxx LLC
T/A Bourbon Street Wine & Spirits

615 Memorial Parkway

2119-44-027-006

Norton's Cork N Bottle, Inc.

650 Memorial Parkway

2119-44-028-007

Norton's Cork N Bottle, Inc.

1016 South Main Street

CLUB LICENSE – EFFECTIVE: JULY 01, 2026 FEE: \$ 175.00

2119-31-048-001

Italian American Social Club

Pursell & Mill Streets

2119-31-052-002

Young Men's Italian Association

320 Mercer Street

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Town Council at their June 23, 2026 meeting.

Susan Turner, Acting Municipal Clerk

R2026-95

RESOLUTION AUTHORIZING REFUND OF BUILDING PERMIT FEE

WHEREAS, the Finance Office and the Office of Buildings and Inspections of the Town of Phillipsburg have certified that the following is a refund of a Building Permit fee,

WHEREAS, said refund is due to the contractor being changed and the original permit being voided.

Refund amount \$61.00 to:

**Pride Construction Company
24 Decker Road
Phillipsburg, NJ 08865**

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 June 23, 2026.

Susan Turner, Acting Municipal Clerk



CONSTRUCTION PERMIT

Date Issued _____
Control # C-26-00321
Permit # _____

26-0372

IDENTIFICATION Block: 2601 Lot: 19 Qualifier _____
Work Site Location: 580 TUTTLE STREET Phillipsburg, NJ 08865 Contractor PRIDE CONSTRUCTION
Address 24 DECKER ROAD PHILLIPSBURG NJ 08865
Owner in Fee QUINONES, GEORGE & AMY
580 TUTTLE STREET PHILLIPSBURG NJ 08865 Telephone: 908/4542852
Telephone: _____ Lic. No. or Bldrs. Reg. No. 13VH00254400
Federal Employee. No. _____

Is hereby granted permission to perform the following work:

- ☒ BUILDING ☐ PLUMBING ☐ LEAD HAZARD ABATEMENT
☐ ELECTRICAL ☐ FIRE PROTECTION ☐ DEMOLITION
☐ ELEVATOR DEVICES ☐ ASBESTOS ABATEMENT (Subchapter 8 only) ☐ OTHER

DESCRIPTION OF WORK:

TEAR OUT AND REPLACE CONCRETE PORCH AND 2-TWO STEPS

Note: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

Estimated Cost of Work \$3,500

[Signature]
Construction Official

5/20/26
Date

U.C.C. F170
equiv (rev 1/04)

1 WHITE - INSPECTOR

2 CANARY - OFFICE

3 PINK - TAX ASSESSOR

4 GOLD - APPLICANT

PAYMENTS (Office Use Only)

Building	\$54
Electrical	\$0
Plumbing	\$0
Fire Protection	\$0
Elevator Devices	\$0
Other	\$0.00
DCA Training Fee	\$7
CO Fee	
Other	\$0
Total	\$61
Check No.	<u>13700</u>
Cash	\$0
Credit	\$0
Collected By	<u>[Signature]</u>

REQUIRED INSPECTIONS

Construction work must be inspected in accordance with the State Uniform Construction Code Regulations N.J.A.C. 5:23-2.18. This agency will carry out such periodic inspections during the progress of work as are necessary to insure that the work installed conforms with the requirements of the Uniform Construction Code.

The owner or other responsible person in charge of work must notify this agency when work is ready for any required inspections specified below. Requests for inspections must be made at least 24 hours prior to the time the inspection is desired. Inspections will be performed within three business days of the time for which they are requested. The work must not proceed in a manner which will preclude the inspection until it has been made and approval granted.

☒ Required inspections for all subcodes for one- and two-family dwellings are as follows:

1. The bottom of footing trenches before placement of footings, except that in cases of pile foundations, inspections shall be made in accordance with the requirements of the building subcode.
2. Foundations and all walls up to grade level prior to back filling.
3. All structural framing, connections, wall and roof sheathing and insulation; electrical rough wiring, panel and service installation; rough plumbing. The framing inspection shall take place after the rough electrical and plumbing inspections and after the installation of the heating, ventilation and /or air conditioning duct system. The insulation inspection shall be performed after all other subcode rough inspections and prior to the installation of any interior finish material.
4. Installation of all finished materials, sealings of exterior joints, plumbing piping, trim and fixtures; electrical wiring, devices and fixtures; mechanical systems equipment.

Additional required inspections for all subcodes of construction, for other than one- and two-family dwellings, are fire suppression systems, heat producing devices and Barrier Free subcode accessibility, if applicable.

☐ Required special inspections. The applicant by accepting the permit will be deemed to have consented to these requirements:

☒ A final inspection is required for each applicable subcode area before a final Certificate of Occupancy or Approval may be issued. The final inspections include the installation of all interior and exterior finish materials, sealing of exterior joints, mechanical system and other required equipment; electrical wiring, devices and fixtures; plumbing pipes, trim and fixtures; tests required by any provision of the adopted subcodes, Barrier Free accessibility, if applicable; and verification of compliance with NJAC 5:23-3.5, "Posting structures".

☒ A complete copy of released plans must be kept on the job site.

If you do not understand any of this information, please ask.



BUILDING SUBCODE TECHNICAL SECTION



Date Received 5/20/2026
Control # C-26-00321
Date Issued 5/27/2026
Permit # 26-0372

A. IDENTIFICATION - APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000
Block 2601 Lot 19 Qualification Code

Work Site Location 580 TUTTLE STREET Phillipsburg, NJ 08865

Owner in Fee: QUINONES, GEORGE & AMY

Tel. e-mail

Address 580 TUTTLE STREET PHILLIPSBURG NJ 08865

Street Municipality zip code

Contractor: PRIDE CONSTRUCTION Tel. 908/4542852

Address 24 DECKER ROAD PHILLIPSBURG NJ 08865

Email audreyjulmer@gmail.com

Contractor License No. or Builder Registration No. 13VH00254400 Exp. Date 3/31/2027

Home Improvement Contractor Registration No. or Exemption Reason(if applicable):

Federal Emp. ID No. FAX

JOB SUMMARY (Office Use Only)

PLAN REVIEW Date Initial

☐ No Plan Required

☐ All

☐ Footing/Foundations

☐ Struct/Framework

☐ Exterior

☐ Interior

Joint Plan Review Required:

☐ Elec. ☐ Plumb. ☐ Fire ☐ Elevator

SUBCODE APPROVAL for PERMIT

Date:

Approved by:

SUBCODE APPROVAL for CERTIFICATE

☐ CO ☐ CCO ☐ CA

Date:

Approved by:

INSPECTIONS

Type:

Footing

Footing Bonding

Foundation

Slab

Frame

Truss Sys./Bracing

Barrier-Free

Insulation

Finishes-Base Layer

Finishes-Final

Energy

Mechanical

TCO

Other

Final

Failure

Failure

Failure

Failure

Failure

Failure

Failure

Failure

Failure

Failure

Failure

Failure

Failure

Failure

Failure

Failure

Dates (Month/Day)

Approval

Initial

Initial

Initial

Initial

Initial

Initial

Initial

Initial

Initial

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Initial

Initial

Initial

Initial

Initial

Initial

C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of the record and am authorized to make this application.

Sign here:

Print name here:

D. TECHNICAL SITE DATA

DESCRIPTION OF WORK

TEAR OUT AND REPLACE CONCRETE PORCH AND 2-TWO STEPS

TYPE OF WORK

☐ New Building

☐ Addition

☒ Rehabilitation

☐ Roofing

☐ Siding

☐ Fence

☐ Sign

☐ Pool

☐ Retaining Wall

☐ Asbestos Abatement Subchapter 8

☐ Lead Haz Abatement NJAC 5:17

☐ Radon Remediation

☐ Other

☐ Demolition

① This Permit will be voided. Pride Const will not be doing work.
② Need To Refund fee to Pride.
③ New Const. will obtain their permit.

Administrative Surcharge \$

Minimum Fee \$

State Permit Surcharge Fee \$

TOTAL FEE \$ \$61

U.C.C.F-110 (rev. 11/09)

1 White = Inspector Copy
3 Pink = Office Copy

2 Canary = Office Copy
4 Gold = Applicant Copy

FOR _____

RESOLUTION NO. 2026-96

RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, SUPPORTING SENATE BILL NO. 4934 (S-4934) THAT SEEKS TO CREATE THE NEW CRIME OF POLITICAL VIOLENCE, ESTABLISH AN INDEPENDENT REVIEW BOARD TO INSURE THAT POLITICAL VIOLENCE IS INVESTIGATED, PROSECUTED AND PUNISHED IN A FAIR AND UNBIASED MANNER, AND ESTABLISH A TRAINING MANDATE FOR LAW ENFORCEMENT OFFICIALS

WHEREAS, recently, the Senate Judiciary Committee passed bipartisan legislation, known as Senate Bill No. 4934(S-4934) sponsored by Senators Douglass Steinhardt (R-23) and Brian Stack (D-33) that would create the new crime of political violence, establish an independent review board to ensure that political violence is investigated, prosecuted and punished in a fair and unbiased manner, and establish a training mandate for law enforcement officials; and

WHEREAS, the purpose of this Bill is to prevent political violence against public officials of the State of New Jersey; and

WHEREAS, the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey wishes to support Senate Bill No. 4934 (S-4934), as political violence should not exist in the State of New Jersey and the United States, as a whole.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that the Phillipsburg Town Council fully support Senate Bill No. 4934 (S-4934) that seeks to create the new crime of political violence, establish an independent review board to ensure that political violence is investigated, prosecuted and punished in a fair and unbiased manner, and establish a training mandate for law enforcement officials.

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 June 23, 2026.

Susan Turner, Acting Municipal Clerk

Resolution 2026-97

Town of Phillipsburg

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR PROFESSIONAL SERVICES
WITH WOODARD & CURRAN FOR HDSRF GRANT-FUND ENVIRONMENTAL
INVESTIGATION PHASE 2 FOR DELAWARE RIVER PARK**

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

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

WHEREAS, Woodward & Curran has submitted a proposal dated May 6, 2026, to provide environmental engineering services related to the Project, which is attached hereto and made part hereof; and

WHEREAS, the value of these services is NOT TO EXCEED the sum of \$432,764.97; and

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

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

NOW THEREFORE IT BE RESOLVED, by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that Mayor and Acting Municipal Clerk are authorized to enter into a Contract with Woodard & Curran., for an amount NOT TO EXCEED the sum of \$432,764.97.

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

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk of the Town of Phillipsburg, County of Warren and State of New Jersey do hereby certify the foregoing to be true and correct copy of a Resolution adopted by Council at the meeting held June 23, 2026.

Susan Turner, Acting Municipal Clerk

Via Electronic Mail

May 6, 2026



Mr. Craig Brotons
Business Administrator
Town of Phillipsburg
120 Filmore Street
Phillipsburg, NJ 08865

Re: Scope of Work and Cost Proposal
HDSRF Grant-Funded PA/SI/RI Environmental Investigation
Delaware River Park
Block 1502 / Lots 40, 42, & 53 & Block 2101 / Lot 1
Town of Phillipsburg, Warren County, New Jersey

Dear Mr. Brotons:

Woodard & Curran, Inc. (Woodard & Curran) understands that the Town of Phillipsburg ("the Town") has a need for environmental professional services regarding Delaware River Park ("the Site") located in Phillipsburg, New Jersey. Woodard & Curran possesses the technical capabilities to meet the needs of the Town with respect to the appropriate environmental investigative approaches and remedial design processes.

BACKGROUND

In accordance with Woodard & Curran's *Scope of Work and Cost Proposal for Environmental Investigation*, dated May 2, 2025 and Town Resolution R2025-96 authorizing same, Woodard & Curran completed the authorized tasks in the Summer and Fall of 2025. These tasks included initial subsurface investigations at the Site, preparation of a summary report, and preparation and submittal of a Hazard Discharge Site Remediation Fund (HDSRF) grant application package to the New Jersey Department of Environmental Protection (NJDEP).

The HDSRF grant application requested funding for a range of tasks that are required to comply with the investigative and remedial requirements of the NJDEP Contaminated Site Remediation & Redevelopment Program (CSRRP). The remedial phases that are included and described in the grant application are Preliminary Assessment (PA), Site Investigation (SI), and Remedial Investigation (RI). The HDSRF grant application seeks funding for reimbursement of specific eligible already-completed work, as well as future (as yet uncompleted) work.

The grant application was approved by the New Jersey Economic Development Authority (NJEDA) on April 29, 2026. A summary of the grant amount, and apportionment between past and future activities, follows:



Past and Future Activities	Grant Amount
Previously Completed Work	\$30,137.06
Future Work, Necessary to Comply with NJDEP PA/SI/RI Requirements	\$402,627.91
HDSRF PA/SI/RI Grant Valuation Total	\$432,764.97

SCOPE OF SERVICES

Based on the above, Woodard & Curran proposes to complete the following tasks, as described in the HDSRF PA/SI/RI Grant Application package, dated November 3, 2025.

Phase 01 - Preliminary Assessment & Report

The PA is a process that includes a review of historical information and records regarding the Site, as well as site reconnaissance. The intent of the PA process is to identify all potentially contaminated Areas of Concern (AOCs), so that the subsequent investigative stages address all the AOCs. Woodard & Curran will complete a PA and prepare a PA Report for the Site. The PA includes subcontracted services, specifically records requests for historical aerial photographs, historical topographic maps, Sanborn fire insurance maps, radius maps with locations and information about other contaminated sites within specified distances of the property. The PA also includes an interview with a person who has direct knowledge of the history of the property.

At this time, there is one identified AOC at the property (buried municipal solid waste [MSW]). The grant application and this Scope of Work have been prepared based on the presumption of just one AOC. If other AOCs are identified during the PA or subsequent field investigations, a revised Scope of Work and Cost Proposal may be prepared to address the new / discovered AOCs.

The results of the records review and interview will be presented in a PA Report, which will be provided to the Town for review and signature prior to Woodard & Curran submitting the PA Report to NJDEP.

Phase 02 - Meetings & Project Coordination

Woodard & Curran will prepare for, and attend, up to three municipal meetings or events regarding the PA/SI/RI project phase. Woodard & Curran will coordinate and lead field event kickoff meetings at the Site for each of the three field efforts (geophysical investigation, soil and groundwater delineation, and monitoring well installation). Woodard & Curran will maintain consistent financial management of all aspects of the project, including subcontractor billing and deliverables. This phase also includes communication and correspondence with the Town.



Phase 03 - Geophysical Investigation

The NJDEP *Landfills Investigation Technical Guidance* (Version 1.2, September 2015; "Landfill Guidance") requires multiple methods of delineating the extent of MSW. Therefore Woodard & Curran will coordinate and oversee subcontracted services for a subsurface geophysical investigation.

THG Geophysics Ltd. (THG), of Murrysville, PA, will employ industry-standard subsurface geophysics methods that are appropriate for the Site and Scope of Work. These include terrain conductivity mapping (TCM), multichannel analysis of surface waves (MASW), and ground penetrating radar (GPR). THG will prepare a report summarizing field activities, methodologies, findings, and conclusions, including maps, figures, and tables.

It is anticipated the work described above can be completed in seven (7) field days. Please note that the amount and quality of geophysical data decreases in heavily wooded areas and on areas with steep slopes. It is necessary and required for the limits of the MSW to be delineated, regardless of whether those limits are on the Site (on Town property) or whether buried MSW extends off of the Site, onto property owned by others. Woodard & Curran and THG will be undertaking the work with a presumption that the geophysical data collection can extend off of the Site, onto property owned by others, unless directed or instructed differently by the Town.

Phase 04 - Vertical Delineation (MSW/Soil)

The Landfill Guidance requires vertical delineation of MSW. Woodard & Curran will coordinate and oversee subcontracted services for vertical delineation of MSW, including a NJ-licensed driller (Summit Drilling of Bridgewater, NJ [Summit]), NJ-licensed laboratory (SGS Accutest of Dayton, NJ [SGS]), and field equipment rentals.

To comply with the frequency requirements (number of borings per acre) in the Landfill Guidance, six (6) direct push soil borings are proposed, with soil sample collection at each of the six borings to a depth that extends below the MSW. Laboratory analysis of the collected soil samples will comply with the requirements of the Landfill Guidance. It is anticipated the work described above can be completed in two (2) field days.

Phase 05 - Monitoring Well Installation and Survey

The Landfill Guidance requires an evaluation of groundwater quality at and surrounding the area of buried MSW. Woodard & Curran will coordinate and oversee subcontracted services to install a total of six (6) groundwater monitoring wells, including NJ-licensed driller (Summit), NJ-licensed surveyor (Vargo Associates of Franklinville, NJ) and field equipment rentals.

The wells will be installed via hollow-stem auger techniques, to approximately 30 feet deep (utilizing two-inch inside diameter Schedule 40 polyvinyl chloride and a 5 or 10-foot well screen), properly developed after installation, and finished with stick-up protective steel outer casings. Drill cuttings will be drummed in steel, 55-gallon drums and sampled for waste characterization parameters. Additional details regarding the waste stream are provided in Phase 07 below. It is anticipated the work described above can be completed in six (6) field days.



Phase 06 - Horizontal Delineation (MSW/Soil and Groundwater)

The Landfill Guidance requires multiple methods of delineating the extent of MSW. Therefore Woodard & Curran will coordinate and oversee subcontracted services for direct push drilling, including soil and groundwater sampling around the perimeter of the landfilled area (as defined in Phase 03 – Geophysical Investigation). Subcontracted services include those from Summit, SGS, and field equipment rentals.

Approximately 67 soil borings, spaced at approximately 100-foot intervals, will be advanced around the perimeter. Approximate boring depth is 15 feet below ground surface. The primary data gathering will be logging soil for the presence / absence of MSW.

Secondary data gathering will include soil sampling and analysis from select borings (25% of the total borings), based on the results from the vertical delineation soil investigation (Phase 04). Secondary data will also include groundwater (temporary well) sampling from select borings (25% of the total borings), based on the results of groundwater sampling for the six permanent monitoring wells (Phase 08 below). The boring and sample frequencies described above are consistent with the Landfill Guidance.

It is anticipated the work described above can be completed in 15 field days. It is necessary and required for the limits of the MSW to be delineated, regardless of whether those limits are on the Site (on Town property) or whether buried MSW extends off of the Site onto property owned by others. Woodard & Curran and Summit will be undertaking the work with a presumption that the direct push soil borings can extend off of the Site onto property owned by others, unless directed or instructed differently by the Town.

Phase 07 - Management of Investigation-Derived Waste

Monitoring well installation (Phase 05) will generate soil cuttings, which will be containerized in 55-gallon drums, characterized (sampled), then properly disposed of. Volume assumptions include 30 total drums (5 drums per well). Sampling will take place during the monitoring well installation work (Phase 05). Drums will be staged on solid ground in accessible areas. Woodard & Curran staff will oversee the drum load-out, which is expected to be completed in one (1) day.

The presumption is that sampling will demonstrate the drummed material to be considered non-hazardous from a waste stream perspective. Alternately, if the material must be managed as a hazardous waste, a revised Scope of Work and Cost Proposal would be prepared to address this change of classification.

Phase 08 - Groundwater Monitoring and Sampling Events

After the monitoring wells are installed, Woodard & Curran will perform two quarterly groundwater monitoring and sampling events. For each event, the wells will be opened, gauged for depth to water and total depth measurements, purged via appropriate NJDEP Field Sampling Procedures Manual methodology, and both field readings and analytical samples collected.

Subcontracted services will include laboratory testing performed by SGS and field equipment rentals.



It is anticipated that each sampling event can be completed in one (1) day with two Woodard & Curran staff present onsite and sampling concurrently. One equipment blank sample will be collected for quality assurance purposes. Laboratory analysis will be consistent with the requirements of the Landfill Guidance.

Phase 09 - RI Report / RA Workplan

Provided that the investigative activities discussed above are completed as described, and the analytical results support a conclusion (by the Licensed Site Remediation Professional [LSRP]) that the RI is complete, a combined Remedial Investigation Report and Remedial Action Workplan (RIR/RAW) can be prepared and submitted to NJDEP. The RIR/RAW will be provided to the Town for review and signature prior to Woodard & Curran submitting the report to NJDEP.

The RIR/RAW will describe the AOCs being investigated, the methods of investigation, and the analytical results in comparison to the applicable NJ Remediation Standards. The RIR/RAW will also describe the extent of contamination and describe proposed remedies to address any/all found contamination. The report will include figures, tables, appendices, and all NJDEP-required forms.

Phase 10 - LSRP Services

All aspects of the initial (2025) investigative plan development and execution, the development of the investigative scope described herein, and support to the Town through the grant process have been led by Philip W. Kunkle (license #668396). Prior to submitting the PA Report to NJDEP, Mr. Kunkle will complete the online LSRP retention process, memorializing his responsibility as LSRP for the Site.

Additional forms and online submittals are required following the retention, including but not limited to Case Creation Request, Annual Remediation Fee Reporting, and preparation of the Quality Assurance Project Plan and the Initial Receptor Evaluation. This project phase includes not only required NJDEP submittals but correspondence with NJDEP concerning any/all aspects of the Site. Additionally, the summary report prepared for the Town in 2025 will be modified and repackaged for NJDEP as an SI Report.

SCHEDULE

Woodard & Curran will begin work within one week of receipt of written authorization to proceed. Provided that authorization is received in May 2026, the schedule will be as follows:

- Phase 01 will begin by the close of Q2 2026;
- Phases 03 through 06 will be completed in Q3 and Q4 2026;
- Phase 07 will be completed in Q4 2026;
- Phase 08 will be completed in Q4 2026 and Q1 2027; and
- Phase 09 has the anticipated goal of being completed by the close of Q1 2027.

Other phases not listed above (02 and 10) refer to ongoing, continual work to guide the project forward.



BUDGET

The proposed budget for completion of the work described herein is summarized below. Resources may be reallocated between phases if necessary.

Phase	Description	Budget
Phase 01	Preliminary Assessment & Report	\$17,847.50
Phase 02	Meetings & Project Coordination	\$21,355.00
Phase 03	Geophysical Investigation	\$59,365.00
Phase 04	Vertical Delineation (MSW/Soil)	\$19,289.30
Phase 05	Monitoring Well Installation and Survey	\$63,008.90
Phase 06	Horizontal Delineation (MSW/Soil and Groundwater)	\$138,662.04
Phase 07	Management of Investigation-Derived Waste	\$16,932.87
Phase 08	Groundwater Monitoring and Sampling Events	\$21,427.30
Phase 09	RI Report / RA Workplan	\$31,200.00
Phase 10	LSRP Services	\$13,540.00
Total Estimated Budget		\$402,627.91

ASSUMPTIONS AND UNDERSTANDINGS

The Professional Services Agreement Terms and Conditions (T&C), executed by and between Woodard & Curran and the Town on June 6, 2025, will apply to the project phases that are discussed and detailed herein. A copy of the T&C, dated June 6, 2025, is provided as **Attachment 1**. The T&C include the provision "Woodard & Curran reserves the right to adjust billing rates annually". Woodard & Curran will use updated 2026 billing rates for the work that will be completed in 2026. The use of updated 2026 billing rates will have no impact on grant valuation or the estimated costs to complete individual project phases.

An Authorization to Proceed from the Town will include the endorsement of the Authorization Proceed Form at the end of this letter, and receipt of a copy of municipal resolution which authorizes Woodard & Curran to complete the work described herein for the cost detailed herein.

The Client will provide physical access and right-of-access to the subject site for Woodard & Curran and its representatives. The Client will also provide access to, and as needed, copies of all available relevant records requested by Woodard & Curran pertaining to environmental permits, incidents, waste management and disposal, and other information related to environmental conditions at the property, if available.



This Scope of Work and Cost Proposal does not include NJDEP fees of any type, including the annual fees associated with the Site being considered an active NJDEP investigation.

TERMS AND CONDITIONS

The above Scope of Services shall be performed according to the T&C, dated June 6, 2025, provided in **Attachment 1**.

CLOSING

We greatly appreciate this opportunity to meet the needs of the Town. If you accept this proposal and wish to proceed with the Scope of Services, please sign the below Authorization to Proceed and return a copy for our files.

Please feel free to contact me at (908) 510-7767 or at Philip.Kunkle@woodardcurran.com if you have any questions regarding this proposal or require any further information.

Respectfully submitted,

Woodard & Curran, Inc.

A handwritten signature in cursive script, appearing to read "Philip Kunkle".

Philip Kunkle, LSRP
Project Manager 2

A handwritten signature in cursive script, appearing to read "Michael Battistelli".

Michael Battistelli
Regional Leader | Vice President

PK/kld

Enclosure:

Attachment 1: June 6, 2025 Terms and Conditions

cc: Tim O'Brien, Van Cleef Engineering Associates, LLC – via email
Matthew Valentine, Woodard & Curran, Inc. – via email

The parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION TO PROCEED



WOODARD & CURRAN, INC.

5/12/26

Signature

Date

Michael Battistelli

Name (printed)

Vice President

Title

TOWN OF PHILLIPSBURG

Signature 5/12/26

Randy Pizzetti

Name (printed)

Mayer

Title

ATTACHMENT 1



Town of Phillipsburg

Resolution No. 2026-98

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Green Street Phase 1 project.

NOW, THEREFORE, BE IT RESOLVED that Council of Town of Phillipsburg formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor, Business Administrator and Clerk are hereby authorized to submit an electronic grant application identified as Green Street Phase 1 to the New Jersey Department of Transportation on behalf of Town of Phillipsburg.

BE IT FURTHER RESOLVED that the Mayor, Business Administrator and Clerk are hereby authorized to sign the grant agreement on behalf of Town of Phillipsburg and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

BE IT FURTHER RESOLVED that Mayor, Clerk and Engineer are hereby authorized to upload, sign, and certify the grant application resolution electronically as required by NJDOT grant program.

Certified as a true copy of the Resolution adopted by the Council

On this 23rd day of June, 2026

Susan Turner, Acting Municipal Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

Susan Turner
Acting Municipal Clerk

Randy S. Piazza, Jr.
Mayor

Town of Phillipsburg

Resolution No. 2026-99

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Meyner Road Share Use Path Phase 1 project.

NOW, THEREFORE, BE IT RESOLVED that Council of Town of Phillipsburg formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor, Business Administrator and Clerk are hereby authorized to submit an electronic grant application identified as Meyner Road Share Use Path Phase 1 to the New Jersey Department of Transportation on behalf of Town of Phillipsburg.

BE IT FURTHER RESOLVED that the Mayor, Business Administrator and Clerk are hereby authorized to sign the grant agreement on behalf of Town of Phillipsburg and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

BE IT FURTHER RESOLVED that Mayor, Clerk and Engineer are hereby authorized to upload, sign, and certify the grant application resolution electronically as required by NJDOT grant program.

Certified as a true copy of the Resolution adopted by the Council

On this 23rd day of June, 2026

Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

(Clerk)

Mayor

**TOWN OF PHILLIPSBURG
COUNTY OF WARREN
STATE OF NEW JERSEY**

RESOLUTION 2026- 100

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PHILLIPSBURG, WARREN COUNTY, NEW JERSEY AUTHORIZING
EXECUTION OF AN AGREEMENT FOR PAYMENT IN LIEU OF TAXES
PURSUANT TO N.J.S.A. 55:14K-1 ET SEQ. WITH SOUTH MAIN LIHTC,
LLC CONCERNING PROPERTY LOCATED ON SOUTH MAIN STREET
AND DESIGNATED AS BLOCK 2806 LOTS 2, 3, 4, 5 & 7 ON THE TOWN
OF PHILLIPSBURG TAX MAPS**

WHEREAS, South Main LIHTC, LLC, (the "Sponsor") proposes to construct and operate forty-eight (48) units of affordable rental housing and other amenities (the "Project") on the property located along South Main Street and designated as Block 2806, Lots 2, 3, 4, 5 & 7 on the Town of Phillipsburg Tax Map, which lots are to be consolidated (the "Property"), pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K- I et seq.) (the "HMFA Law"); and

WHEREAS, the Project will be subject to the requirements of the New Jersey Housing and Mortgage Finance Agency (the "HMFA"), including mortgage and loan documents executed pursuant to the HMFA Law; and

WHEREAS, the forty-eight (48) units of rental housing in the Project will qualify as low and moderate income units under the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-16.1 et seq.; and

WHEREAS, the HMFA Law permits the governing body of a municipality in which a housing project financed by the HMFA is located to exempt such housing project from real property taxation if the housing project's sponsor enters into an agreement (a "PILOT Agreement") with the municipality for payments to the municipality in lieu of taxes for municipal services;

WHEREAS, the Council finds that entering into a PILOT Agreement with the Sponsor is necessary to assure implementation of the Project and the construction of the affordable rental housing, and has negotiated a PILOT Agreement with the Sponsor consistent with the HMFA Law and applicable protocols, which obligates the Sponsor to pay an annual service charge equal to (i) 6.28% of Project revenues for the first fifteen (15) years, (ii) 7.28% of Project revenues for years sixteen (16) through twenty-two (22), and (iii) 8.28% of Project revenues for years twenty-three (23) through thirty (30), for a total term of thirty (30) years;

WHEREAS, the amount of the annual service charge payable in lieu of taxation shall be determined in accordance with the HMFA Law and the terms of this Agreement based upon Project Revenues, as defined herein; and

WHEREAS, the Council deems it appropriate to authorize and enter into a PILOT Agreement with the Sponsor.

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

1. The foregoing recitals are hereby incorporated as if fully set forth herein.
2. The Mayor and Town Clerk are hereby authorized to execute an Agreement for Payments in Lieu of Taxes with South Main LIHTC, LLC for the Project, in a form acceptable to the Township Attorney.
3. This Resolution is adopted with the intent and purpose that, upon execution of a permanent-only first mortgage by the Sponsor in favor of the HMFA, the Project, including the land and improvements attributable thereto, shall be exempt from real property taxation in accordance with the HMFA Law, provided that payments in lieu of taxes are made in accordance with the PILOT Agreement, all as more specifically set forth and detailed in the PILOT Agreement.
4. The Township Council hereby adopts this Resolution and makes the determinations and findings herein contained pursuant to the HMFA Law with the intent that the HMFA shall rely upon this Resolution in connection with its financing of the Project.
5. This Resolution shall take effect immediately.

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 June 23, 2026 meeting.

Adopted: _____, 2026

Susan Turner, Acting Municipal Clerk

Randy Piazza, Jr., Mayor

AGREEMENT FOR PAYMENTS IN LIEU OF TAXES

THIS AGREEMENT, made this _____ day of _____, 2026, between **SOUTH MAIN LIHTC, LLC**, a New Jersey limited liability company, and its permitted assigns, having an address at c/o MRK Partners, Inc., 2006 N. Sepulveda Blvd #526, Manhattan Beach, CA 90266, Attn: Legal (hereinafter the “Sponsor”) and the **TOWN OF PHILLIPSBURG**, a municipal corporation of the State of New Jersey, with an address of 120 Filmore Street, Phillipsburg, NJ 08865 (hereinafter the “Municipality”).

WITNESSETH

WHEREAS, the Sponsor intends to acquire fee simple ownership of that certain tract of land located in the Town of Phillipsburg, Warren County, New Jersey, designated Block 2806, Lots 2, 3, 4, 5, & 7 to be consolidated (the “Property”); and

WHEREAS, the Sponsor intends to construct and operate a forty-eight (48) unit affordable rental housing project, together with such other improvements as may be necessary in connection therewith (the “Project”); and

WHEREAS, the Sponsor will receive financing for the Project from the New Jersey Housing and Mortgage Finance Agency (the “Agency”); and

WHEREAS, the Municipality is authorized, pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the “HMFA Law”), to grant an exemption for real estate taxes to housing projects that meet an existing housing need if the project's owner agrees to pay to the Municipality an annual charge for municipal services supplied to the Project; and

WHEREAS, the Municipality has determined via Resolution 2026-67 of the Town Council of the Municipality (the “Resolution”), adopted on April 28, 2026, that the Project meets an existing housing need; and

WHEREAS, the Municipality has agreed to grant an exemption to the Project for real estate taxes and the Sponsor has agreed to make payments to the Municipality in lieu of real estate taxes; and

WHEREAS, the Sponsor and the Municipality desire to enter into this Agreement to memorialize the Sponsor's exemption from real property taxes and its obligation to make payments in lieu of such real property taxes.

NOW, THEREFORE, the Sponsor and the Municipality, in consideration of the mutual undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, covenant and agree as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the HMFA Law and the Resolution, and with the approval of the Agency, as required by the HMFA Law. This Agreement is subject to N.J.S.A. 55:14K-37 and shall be submitted to the Agency for review. Any exemption from taxation pursuant to the provisions of N.J.S.A. 55:14K-37 shall in no event extend beyond the date on which the eligible loan made by the Agency on the Project is paid in full.

2. On the date (the "Tax Exemption Commencement Date") of the Sponsor's execution of a mortgage encumbering the Property and the Project with a permanent-only first mortgage lien (not merely construction) mortgage lien in favor of the Agency (the "Agency Mortgage"), the land and improvements comprising the Property and the Project shall be exempt from all ad valorem real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. In the year in which the Tax Exemption Commencement Date occurs, the Sponsor's payments to the Municipality (on account of real property taxes prorated through the Tax Exemption Commencement Date plus the applicable "Annual Service Charge" (hereinafter defined) due for the period from the Tax Exemption Commencement Date through December 31 of that year) shall not be more than the real property taxes due to the Municipality for the immediately preceding calendar year. The exemption of the Property and the Project from ad valorem real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall apply until the earlier of (a) satisfaction and discharge of the Agency Mortgage or (b) the expiration of thirty (30) years from the Tax Exemption Commencement Date (such earlier event being the "Tax Exemption Expiration Date").

Prior to the completion of construction of the Project as evidenced by a Certificate of Occupancy ("Project Completion"), the Sponsor shall make payments to the Municipality on an annual basis in the amount equal to the real property taxes currently payable assessed against the land comprising the Property as vacant land (the "Land Taxes"). From the time of the execution of this Agreement until Project Completion, the Municipality agrees that no assessment shall be made upon any improvements constructed in connection with the Project, whether by added/omitted assessment, revaluation, interim assessment or any other manner permitted by law.

Between Project Completion and the Tax Exemption Commencement Date, the Sponsor shall pay to the Municipality an amount equal to the greater of: (i) the Land Taxes; or (ii) an amount equal to 6.28% of Project Revenues, calculated on an estimated basis as though the Annual Service Charge were then in effect.

3. The land comprising the Property shall be assessed in accordance with the rules and regulations governing the taxation of vacant land in the State of New Jersey and Sponsor agrees to pay the real estate taxes arising out of such assessment from the time Sponsor takes title to the Property until the Tax Exemption Commencement Date to the extent applicable as provided in paragraph 2 above, subject to Sponsor's statutory rights to appeal such assessment.

4. (a) From the Tax Exemption Commencement Date until the Tax Exemption Expiration Date, the Sponsor shall pay to the Municipality an annual service charge in lieu of taxes (the "Annual Service Charge") in an amount equal to the Applicable Service Charge Rate applied to Project Revenues, as defined below. The Applicable Service Charge Rate shall be as follows:

- (i) 6.28% for Operational Years 1 through 15;
- (ii) 7.28% for Operational Years 16 through 22; and
- (iii) 8.28% for Operational Years 23 through 30.

"Operational Year" shall mean each twelve (12) month period commencing on the Tax Exemption Commencement Date and each anniversary thereof. In the event the Applicable Service Charge Rate changes during any fiscal year, the Annual Service Charge shall be prorated based on the number of days each such rate was in effect during such year.

(b) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, if any. Project Revenues shall not include any subsidy contributions received from any federal or state program or any proceeds from the sale of all or any part of the Project.

5. (a) Payments of the Annual Service Charge by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the tax collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon the Applicable Service Charge Rate applied to Project Revenues of the previous quarter.

(b) No later than four (4) months following the end of the Sponsor's fiscal year for each year that this Agreement is in effect after the Tax Exemption Commencement Date, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth (i) the Project Revenues for the previous year and (ii) the total Annual Service Charge due to the Municipality for the preceding year (the "Audit Amount"). The Sponsor simultaneously with the submission of the Audit shall pay the difference, if any, between (i) the Audit Amount and (ii) the quarterly payments in lieu of real estate taxes made by the Sponsor to the Municipality for the preceding year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(c) All payments pursuant to this Agreement shall be in lieu of taxes and, subject to the provisions of this Agreement, the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if such payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes any Audit Amount, it may apply to the Superior Court, Chancery Division, Warren County for an accounting of the Project Revenues in accordance with this Agreement and HMFA Law. The

Municipality must commence any such action to challenge an Audit Amount within one year of the receipt of the corresponding Audit.

(d) In the event of any delinquency in the payments required under this Agreement, the Municipality shall give notice of the delinquency to the Sponsor and the Agency in the manner set forth in Section 10(a) below and allow Sponsor or Agency forty-five (45) days to cure the delinquency prior to taking any legal action.

6. The tax exemption herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event after the Tax Exemption Expiration Date.

7. In the event of a sale, transfer or conveyance of the Project by the Sponsor, this Agreement shall be assigned to the Sponsor's successor without the Municipality's consent, but upon prior written notice to the Municipality, and shall continue in full force and effect only if the successor entity assumes the Agency Mortgage and qualifies under the HMFA Law or any successor thereto for the tax exemption provided by this Agreement. In no event may this Agreement be voluntarily terminated without notice to and consent of the Agency.

8. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Property and the Project shall be taxed as omitted property in accordance with the law.

9. The Sponsor, and its successors and assigns, shall, upon request, permit duly authorized representatives of the Municipality to inspect and examine (a) the Property, (b) the equipment, buildings and other facilities of the Project, and (c) all documents and papers relating to the Project. Any such inspection or examination shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor, or its successors and assigns.

10. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed to c/o MRK Partners, Inc., 2006 N. Sepulveda Blvd #526, Manhattan Beach, CA 90266, Attn: Legal and c/o MRK Partners, Inc., 5 Powell Lane, Collingswood, NJ, Attn: Legal, or to such other address as the Sponsor may hereafter designate in writing, and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, NJ 08650-2085 and by the Municipality to Day Pitney, LLP, Attn: Katharine A. Coffey, Esq., 8 Sylvan Way, Parsippany, NJ 07054.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the Town of Phillipsburg Municipal Clerk, 120 Filmore Street, Phillipsburg, NJ 08865 or to such other address as the Township may designate in writing; and a copy of said notice or communication by

the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, NJ 08650-2085.

11. In the event of a breach of this Agreement by either party or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, Warren County for relief in such fashion as will tend to accomplish the purposes of the HMFA Law.

12. (a) Default shall be failure of the Sponsor or the Municipality, as the case may be, to conform with the material terms of this Agreement or failure of the Sponsor to perform any obligation imposed by the HMFA Law, beyond any applicable notice, cure or grace period.

(b) Should the Sponsor or the Municipality, as the case may be, be in Default, the non-defaulting party shall send written notice to the defaulting party of the Default ("Default Notice"). The Default Notice shall set forth with particularity the basis of the alleged Default. The defaulting party shall have forty-five (45) days from receipt of the Default Notice to cure any Default. However, if the Default cannot be cured within forty-five (45) days using reasonable diligence and with continuity of purpose, the time to cure may be extended for such additional period as may be mutually agreed upon by the parties, which period shall in no event be less than an additional thirty (30) days.

13. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect thereto.

14. If any clause, sentence, subdivision, paragraph, section or part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, subdivision, paragraph, section or part hereof directly involved in the controversy in which said judgment shall have been rendered.

15. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

16. Subject to the terms of Agency financing, this Agreement may be assigned by the Sponsor to an affiliate of the Sponsor, provided that such affiliate develops the Project in accordance with the terms and conditions set forth in this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST

TOWN OF PHILLIPSBURG

By: _____

Name:

Title: Mayor

ATTEST

SOUTH MAIN LIHTC, LLC

By: _____

Name:

Title: Authorized Signatory