TOWN OF PHILLIPSBURG

COUNCIL MEETING AGENDA

November 10, 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 November 10, 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 October 27, 2026
Executive Session Minutes October 27, 2026

7. BILLS LIST and APPROVAL of Check #6162 and Check #6195

8. MAYOR'S REPORT

9. BEST PRACTICES DISCUSSION

10. EXECUTIVE SESSION

11. PUBLIC DISCUSSION ON AGENDA ITEMS

12. MAYORAL APPOINTMENT – UEZ Coordinator

13. ORDINANCES – 1ST Reading – Introduction

O2026-29 ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 380 ENTITLED "MINORS AND PARENTAL RESPONSIBILITY" TO REMOVE THE PRESUMPTION CLAUSE ESTABLISHED THEREIN

O2026 -30 ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AMENDING CHAPTER 5 ADMINISTRATION OF GOVERNMENT, SECTION 35, RULES OF PROCEDURE FOR REGULAR MEETINGS OF COUNCIL, IN ORDER TO ADD A NEW SUBSECTION P ENTITLED PROCEDURES FOR ADDING ACTION ITEMS TO THE AGENDA WITHIN 48 HOURS OF A MEETING

14. <u>RESOLUTIONS ** CONSENT AGENDA **</u>

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.

R2026-165 STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION ENABLING RESOLUTION #2026-165

R2026-166 RESOLUTION AUTHORIZING THE NJ STATE CONTRACT PURCHASE OF BODY CAMERAS FOR THE TOWN OF PHILLIPSBURG POLICE DEPARTMENT FROM MOTOROLA SOLUTIONS

R2026-167 RESOLUTION CANCELLING CONTRACTS FOR COMPLETED AND INACTIVE PROJECTS

R2026-168 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING THE AWARD OF CONTRACT FOR THE TOWN OF PHILLIPSBURG SUMMIT AVENUE AND LEWIS STREET IMPROVEMENTS PHASE 2 (REBID)

R2026-169 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING REFUND OF TAX SALE CERTIFICATES

R2026-170 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF REVENUE IN THE BUDGET OF THE MUNICIPALITY PURSUANT TO THE RELEVANT PROVISIONS OF N.J.S.A. 40A:4-87 (CHAPTER 159, P.L. 1948) – HUDSON STREET PHASE 5

R2026-171 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AUTHORIZING REFUND OF TAX SALE DEPOSITS

R2026-172 A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, DIRECTING THE LAND USE BOARD TO REVIEW AND ADOPT THE HOUSING ELEMENT AND FAIR SHARE PLAN PREPARED BY VAN CLEEF ENGINEERING

R2026-173 RESOLUTION APPROVING THE APPOINTMENT OF TARA GOMEZ AS DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT/URBAN ENTERPRISE ZONE (UEZ) COORDINATOR

R2026-174 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING THE PAYOUT OF ACCRUED SICK, VACATION AND COMPENSATORY LEAVE FOR NANCY DEFURIA

R2026-175 RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING THE PAYOUT OF ACCRUED SICK, VACATION AND COMPENSATORY LEAVE FOR SARGEANT KEVIN HULSE

15. OLD BUSINESS

16. NEW BUSINESS

17. MOTIONS

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18. PUBLIC PETITIONS

19. COUNCIL OPEN TIME

20. EXECUTIVE SESSION – if required

21. ADJOURNMENT

Bill List Summary
REGULAR BILL LIST AS OF November 10, 2026

			Check No
1	Current Fund	1,337,799.35	
2	State & Federal Grants	140,882.60	
4	Capital Fund	17,016.14	
7	Sewage Utility Fund	14,138.73	
8	Sewage Capital Fund	9,998.36	
12	Planning Board Trust Fund	440.00	
13	Dog Trust Fund	297.50	
15	Public Defender Trust	0.00	
16	Section 8	0.00	
17	General Trust Fund	70,686.00	
20	Agency Fund	2,706.08	
21	Revolving Loan Fund	0.00	
22	Affordable Housing Trust	0.00	
23	Open Space Trust Fund	777.50	
25	UEZ	445.90	
26	Bridge Development	0.00	
Total Regular Bill November 10, 2026		**1,595,188.16**	

Pre-Paid Bill List as of November 10, 2026

1	Current Fund	4,848.26
2	State & Federal Grants	0.00
4	Capital Fund	0.00
7	Sewer Utility Fund	0.00
8	Sewer Utility Capital	0.00
12	Planning Board Trust Fund	7,500.00
16	Section 8	0.00
17	General Trust Fund	0.00
20	Agency Fund	0.00
21	Revolving Loan Fund	0.00
23	Open Space Trust Fund	0.00
25	UEZ	378.00
		12,726.26

Previously Pulled Checks:

Check 6195- Atheena Amann	150.00
Check 6162- Randy Piazza Jr.	2,000.00

Grand Total All Funds **1,610,064.42**

Approved By:

Shannon Quick, CFO

Randy Piazza Jr., Mayor

List of Bills - CLAIMS CHECKING ACCOUNT

Meeting Date: 11/10/2026 For bills from 10/28/2026 to 11/09/2026

Check#	Vendor	Description		Payment	Check Total
6215	3 - VERIZON	PO 49047	10/8-11/7 service as per billings	94.11	
		PO 49100	10/1/26-10/31/26 service as per billings	836.91	931.02
6216	16 - J C P L	PO 49107	9/26-10/26 Services as per billings	9,708.16	9,708.16
6217	43 - ROSSNAGLE'S SERVICE CNTR INC	PO 48488	Blanket Purchase Order - Repairs	351.00	351.00
6218	78 - AQUA NEW JERSEY, INC	PO 49105	9/26-10/26 services as per billing	4,223.55	4,223.55
6219	85 - RUTGERS, THE STATE UNIV OF NJ	PO 48779	Rutgers Course	695.00	695.00
6220	88 - DELTA DENTAL OF NJ INC	PO 49038	Dental Payment - Group #03947-00001	4,358.32	
		PO 49038	Dental Payment - Group #03947-00001	89.21	
		PO 49038	Dental Payment - Group #03947-00001	264.99	
		PO 49038	Dental Payment - Group #03947-00001	724.23	5,436.75
6221	88 - DELTA DENTAL OF NJ INC	PO 49039	Dental Payment - Group #03947-00003	1,981.85	
		PO 49039	Dental Payment - Group #03947-00003	24.89	
		PO 49039	Dental Payment - Group #03947-00003	1,001.84	
		PO 49039	Dental Payment - Group #03947-00003	1.78	3,010.36
6222	109 - EPPEC UNIFORMS	PO 47737	Blanket for Equipment/Uniforms	7,498.80	
		PO 48851	Badges (x4) and Uniform Equipment for M.	1,329.50	
		PO 49012	Uniform Equipment Requests B. Hull, S. W	1,113.35	
		PO 49080	Department Uniform Patches (x100) Out of	595.00	10,536.65
6223	129 - AMERIGAS CLINTON 7510	PO 47527	Blanket Purchase Order - Propane	129.20	129.20
6224	130 - CINTAS FAS LOCKBOX 636525	PO 49083	Blanket Purchase Order - Medical Supplie	539.60	539.60
6225	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 49055	74 Bullman Street	240.00	240.00
6226	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 49085	Professional Services Rendered	2,944.50	2,944.50
6227	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 49086	Professional Services - Van Cleef for Op	777.50	777.50
6228	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 49087	Professional Services - Van Cleef Aqua E	65,130.00	65,130.00
6229	139 - VAN CLEEF ENGINEERING ASSOC., LLC	PO 49088	680 Memorial Parkway Popeye's/Arby's	200.00	200.00
6230	215 - NAZARETH FORD INC	PO 49074	Blanket Purchase Order - Parts	254.39	254.39
6231	233 - ERIC M GRANT/EM GRANT	PO 49050	Blanket Purchase Order - Gas Pumps	1,172.99	1,172.99
6232	452 - BOARD OF EDUCATION	PO 49076	2026 - 2027 School Tax Levy	1,158,062.41	1,158,062.41
6233	483 - TIMOTHY L BURGER	PO 48880	New roof on men's room at Walter's Park	14,021.18	14,021.18
6234	499 - NATURAL SYSTEMS UTILITIES	PO 49096	Phillipsburg Q3 Backflow Testing	1,000.00	1,000.00
6235	606 - FEDEX CUSTOM CRITICAL	PO 49097	Fedex Shipping for Delux	71.14	71.14
6236	703 - FIRE LINE EQUIPMENT INC	PO 48744	Repair of Accident Damage on 94-65	6,655.00	6,655.00
6237	807 - THE TERMINIXINTERNATIONAL CO LP	PO 48776	Blanket Purchase Order - Pest Control	214.89	214.89
6238	863 - SYNCHRONY BANK	PO 47461	Blanket Purchase Order - Supplies	322.92	322.92
6239	941 - RUSSELL REID WST HAUL/DISP.SVC INC	PO 48783	Blanket Purchase Order - Temporary Restr	549.41	549.41
6240	942 - MCELWEE & QUINN LLC	PO 49068	Financial Printing	1,000.00	1,000.00
6241	953 - NORTHEAST PARTS GROUP LLC	PO 48643	Blanket Purchase Order - Parts	335.37	335.37
6242	965 - BRT TECHNOLOGIES LLC	PO 49052	2027 NOTICE OF ASSESSMENTS POSTCARDS	4,209.76	4,209.76
6243	974 - ROUTE 12 WASH & GAS INC	PO 48852	Blanket for Fleet Activity 8/1/26 - 8/31	10.00	
		PO 49053	Billing Period 4/2026-9/30/2026 Car Wash	65.00	75.00
6244	1041 - POLLUTION CONTROL FINANCING AUTH	PO 48190	Disposal Fees	18,411.01	18,411.01
6245	1072 - DAVID WEBER OIL CO	PO 48907	Blanket Purchase Order - Oil	487.00	487.00
6246	1097 - ASSOCIATION OF MUNICIPAL ASSESSORS OF NE	PO 49035	Annual Dues	125.00	125.00
6247	1129 - VERIZON COMMUNICATIONS INC	PO 49046	Vehicle Tracking Subscription - Acct #10	4,245.30	4,245.30
6248	1146 - H & K GROUP, INC	PO 48984	Blanket Purchase Order - Macadam	1,711.67	
		PO 49082	Blanket Purchase Order - Macadam	1,810.45	3,522.12
6249	1198 - MOTOROLA SOLUTIONS	PO 49051	Service Period Nov. 02,2026 - Nov. 01, 2	2,437.50	2,437.50
6250	1202 - RRJ AUTOMOTIVE LLC	PO 48536	Blanket Purchase Order - Repairs	418.00	
		PO 48986	Repairs for 94-14 from accident	8,042.46	
		PO 49015	Window tint for new patrol vehicles 94-3	400.00	8,860.46
6251	1223 - HOME DEPOT CREDIT SERVICES	PO 48987	Blanket Purchase Order - Supplies	596.55	596.55
6252	1281 - SIGNS & SAFETY DEVICES SALES & SERVICE D	PO 49075	Barricades & Safey cones	3,721.50	3,721.50
6253	1311 - AMAZON CAPITAL SERVICES	PO 48983	Supplies for Miracle League Event	128.26	128.26
6254	1311 - AMAZON CAPITAL SERVICES	PO 48989	18x18 Crossing Guard Traffic Sign "Stop"	111.54	111.54
6255	1311 - AMAZON CAPITAL SERVICES	PO 49017	TRUNK OR TREAT ITEMS	85.96	85.96
6256	1311 - AMAZON CAPITAL SERVICES	PO 49037	Dog Food	174.76	174.76
6257	1311 - AMAZON CAPITAL SERVICES	PO 49054	Purchase of Air Compressor and Associate	664.96	664.96
6258	1311 - AMAZON CAPITAL SERVICES	PO 49095	DEF pump	139.99	139.99
6259	1352 - DETACHABLE CONTAINER & COMPACTOR CORP	PO 47882	Blanket Purchase Order - Parts	539.07	539.07
6260	1412 - PRECAST MANUFACTURING CO LLC	PO 48097	Blanket Purchase Order - Inlets	3,631.00	3,631.00
6261	1447 - ARAE NETWORK SOLUTIONS LLC	PO 49045	Yealink T54W VOIP Phone	470.00	
		PO 49067	Spare Monitors	930.00	
		PO 49069	Computer Setup for Alex Ibarra	350.95	
		PO 49084	WatchGuard	520.00	2,270.95
6262	1449 - LEXIPOL, LLC	PO 49089	Lexipol Contract Term 2/1/26 to 1/31/27	13,972.53	13,972.53
6263	1473 - ADVANCE FINANCIAL SERVICES	PO 47456	Blanket Purchase Order - Parts	120.19	120.19
6264	1573 - EAS WATER COFFEE PAPER	PO 46274	Water Rental-Blanket	184.78	184.78
6265	1635 - LIBERTY PARKS & PLAYGROUNDS INC	PO 49016	Repair of the rubber surfacing at Mercer	1,000.00	1,000.00
6266	1692 - WOODARD & CURRAN INC	PO 48502	Cert of Funds-Environmental Investigatio	140,791.61	140,791.61

List of Bills - CLAIMS CHECKING ACCOUNT

Meeting Date: 11/10/2026 For bills from 10/28/2026 to 11/09/2026

Check#	Vendor	Description		Payment	Check Total
6267	1849 - RYAN L EPPLE VMD	PO 49108	Vet Expenses for various animals	4,814.13	**4,814.13**
6268	1849 - RYAN L EPPLE VMD	PO 49108	Vet Expenses for various animals	297.50	
		PO 49108	Vet Expenses for various animals	801.07	**1,098.57**
6269	1854 - KW RASTALL LLC	PO 49063	Gasoline/Diesel usage	15,712.87	
		PO 49063	Gasoline/Diesel usage	2,772.85	**18,485.72**
6270	1967 - JHM COMMUNICATIONS INC	PO 48187	Blanket Purchase Order - Signs	487.50	**487.50**
6271	1971 - FASTENAL CO	PO 47457	Blanket Purchase Order - Parts	63.99	**63.99**
6272	2315 - SPATIAL DATA LOGIC LLC	PO 49040	GP-MD-10-M Modified Professional Package	51,364.00	**51,364.00**
6273	2331 - REMINGTON & VERNICK ENGINEERS	PO 46408	Cert of Funds-Prof Svcs Wastewater Conve	4,158.15	**4,158.15**
6274	2331 - REMINGTON & VERNICK ENGINEERS	PO 46410	Cert of Funds-Prof Svcs for Replacement	631.25	**631.25**
6275	2331 - REMINGTON & VERNICK ENGINEERS	PO 48997	Cert of Funds - Prep of a NJIB SFY 2027	5,208.96	**5,208.96**
6276	2331 - REMINGTON & VERNICK ENGINEERS	PO 49041	Professional Services Rendered - Septemb	2,266.50	**2,266.50**
6277	2331 - REMINGTON & VERNICK ENGINEERS	PO 49042	2026 Sewer & Wastewater Engineering Supp	6,445.00	**6,445.00**
6278	2331 - REMINGTON & VERNICK ENGINEERS	PO 49043	Professional Services Rendered - Septemb	172.50	**172.50**
6279	2331 - REMINGTON & VERNICK ENGINEERS	PO 49044	Professional Services Rendered - Septemb	172.50	**172.50**
6280	6659 - PENTELEDATA	PO 49071	Internet & Phone services 10/10/26-11/9/	704.65	
		PO 49071	Internet & Phone services 10/10/26-11/9/	94.95	**799.60**
	TOTAL				**1,595,188.16**

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-194-16-609-000	Miscellaneous Insurance Checks Received			7,042.46	
01-201-20-100-050	Business Administrator - O/E	470.00			
01-201-20-120-050	Municipal Clerk - O/E	766.14			
01-201-20-130-050	Financial Adminstration - O/E	520.00			
01-201-20-150-050	Tax Assessment Administration OE	4,334.76			
01-201-22-195-050	Inspections Department - O/E	51,364.00			
01-201-23-220-050	Employee Group Insurance	5,121.71			
01-201-25-240-050	Police Department - O/E	27,282.40			
01-201-25-265-050	Fire Department - O/E	6,655.00			
01-201-26-290-050	Street & Roads - O/E	8,904.11			
01-201-26-301-050	PEOSHA	539.60			
01-201-26-310-050	Building & Grounds - O/E	2,134.36			
01-201-26-315-050	Vehicle Maintenance - O/E	3,569.01			
01-201-27-340-050	Animal Control Services - O/E	5,615.20			
01-201-28-370-050	Recreation Service & Program - O/E	689.40			
01-201-30-420-050	Celebration of Public Events OE	128.26			
01-201-31-430-050	Utility Expenses - Electricity	5,104.91			
01-201-31-435-050	Utility Expenses - Street Lighting	236.43			
01-201-31-440-050	Switchboard Expenses - O/E	5,044.06			
01-201-31-445-050	Utility Expenses - Water	4,223.55			
01-201-31-446-050	Utility Expenses - Natural Gas	129.20			
01-201-31-460-050	Bulk Purchases - Gasoline	15,712.87			
01-201-32-465-050	Landfill/Solid Waste Disposal Costs	17,633.08			
01-201-47-390-050	Maintenance of Free Public Library	5,442.18			
01-201-47-396-050	Recycling Tax (P.L. 2007, C. 311)	777.93			
01-203-20-100-050	(2025) Business Administrator - O/E		184.78		
01-203-25-240-000	(2025) Police Department - S & W		111.54		
01-207-55-000-000	School Taxes Payable			1,158,062.41	
01-260-05-102	Current Fund - Due to Claims			0.00	1,337,799.35
TOTALS FOR	**CURRENT FUND**	**172,398.16**	**296.32**	**1,165,104.87**	**1,337,799.35**
02-117-03-027-000	2019 - 2024 School Resource Officers			84.37	
02-213-41-569-000	Public Works - State Grants	6.62			
02-213-41-671-000	Other State Grants - Recreation	140,791.61			
02-260-05-102	St/Fed Grants - Due to Claims Fund			0.00	140,882.60
TOTALS FOR	**STATE & FEDERAL GRANTS**	**140,798.23**	**0.00**	**84.37**	**140,882.60**

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
04-215-55-937-000	O:2019-17/O:2026-20 Improvements Authorized			930.00	
04-215-55-948-000	O2025-10 Improvement Authorizations			15,686.14	
04-215-55-949-000	O:2026-21 Improvement Authorizations			400.00	
04-260-05-102	Capital - Due to Claims Fund			0.00	17,016.14
TOTALS FOR	**CAPITAL FUND**	**0.00**	**0.00**	**17,016.14**	**17,016.14**
07-201-55-510-050	Sewer Utility OE	14,138.73			
07-260-05-102	Sewer Utility - Due to Claims Fund			0.00	14,138.73
TOTALS FOR	**SEWER UTILITY**	**14,138.73**	**0.00**	**0.00**	**14,138.73**
08-216-55-574-000	O:2018-32 Various Imp & Acq			5,208.96	
08-216-55-582-000	O2025-14 Various Capital Improvements			4,789.40	
08-260-05-102	Sewer Capital - Due to Claims Fund			0.00	9,998.36
TOTALS FOR	**SEWER CAPITAL**	**0.00**	**0.00**	**9,998.36**	**9,998.36**
12-260-05-102	Planning Board - Due to Claims Fund			0.00	440.00
12-286-56-851-000	Land Use Escrows			440.00	
TOTALS FOR	**Land Use Board Escrow**	**0.00**	**0.00**	**440.00**	**440.00**
13-260-05-102	Dog Trust - Due To Claims Fund			0.00	297.50
13-288-56-000-851	Animal Control Expenditures			297.50	
TOTALS FOR	**DOG TRUST FUND**	**0.00**	**0.00**	**297.50**	**297.50**
17-260-05-102	Trust - Due to Claims Fund			0.00	70,686.00
17-286-56-858-000	Engineers Inspections			68,074.50	
17-288-56-861-000	Sewer - TWA and Will Serves			2,611.50	
TOTALS FOR	**GENERAL TRUST FUND**	**0.00**	**0.00**	**70,686.00**	**70,686.00**
20-260-05-102	Agency - Due to Claims Fund			0.00	2,706.08
20-291-55-070-000	Payroll Deductions			2,706.08	
TOTALS FOR	**PAYROLL AGENCY FUND**	**0.00**	**0.00**	**2,706.08**	**2,706.08**
23-260-05-102	Open Space Trust-Due to Clearing			0.00	777.50
23-292-56-025-000	Dedication by Rider			777.50	
TOTALS FOR	**Open Space Trust Fund**	**0.00**	**0.00**	**777.50**	**777.50**
25-260-05-102	Due to Claims			0.00	445.90
25-292-56-026-000	Dedication by Rider (UEZ)			445.90	
TOTALS FOR	**Urban Enterprise Zone**	**0.00**	**0.00**	**445.90**	**445.90**

Total to be paid from Fund 01 CURRENT FUND	1,337,799.35
Total to be paid from Fund 02 STATE & FEDERAL GRANTS	140,882.60
Total to be paid from Fund 04 CAPITAL FUND	17,016.14
Total to be paid from Fund 07 SEWER UTILITY	14,138.73
Total to be paid from Fund 08 SEWER CAPITAL	9,998.36
Total to be paid from Fund 12 Land Use Board Escrow	440.00
Total to be paid from Fund 13 DOG TRUST FUND	297.50
Total to be paid from Fund 17 GENERAL TRUST FUND	70,686.00
Total to be paid from Fund 20 PAYROLL AGENCY FUND	2,706.08
Total to be paid from Fund 23 Open Space Trust Fund	777.50
Total to be paid from Fund 25 Urban Enterprise Zone	445.90

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
		1,595,188.16			

Checks Previously Disbursed

6121	CIOCCA FMIN INC	PO# 49001	Transmission work on 94-25 Infinit	4,470.26 10/22/2026
6208	DGMB CASINO LLC	Multiple:		756.00 10/27/2026
6214	4WARD PLANNING INC	PO# 49120	Fiscal Impact Analysis	7,500.00 11/05/2026
				12,726.26

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	4,848.26	1,337,799.35	**1,342,647.61**
Fund 02 STATE & FEDERAL GRANTS		140,882.60	**140,882.60**
Fund 04 CAPITAL FUND		17,016.14	**17,016.14**
Fund 07 SEWER UTILITY		14,138.73	**14,138.73**
Fund 08 SEWER CAPITAL		9,998.36	**9,998.36**
Fund 12 Land Use Board Escrow	7,500.00	440.00	**7,940.00**
Fund 13 DOG TRUST FUND		297.50	**297.50**
Fund 17 GENERAL TRUST FUND		70,686.00	**70,686.00**
Fund 20 PAYROLL AGENCY FUND		2,706.08	**2,706.08**
Fund 23 Open Space Trust Fund		777.50	**777.50**
Fund 25 Urban Enterprise Zone	378.00	445.90	**823.90**
BILLS LIST TOTALS	12,726.26	1,595,188.16	**1,607,914.42**

ORDINANCE NO. 2026-29

ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 380 ENTITLED "MINORS AND PARENTAL RESPONSIBILITY" TO REMOVE THE PRESUMPTION CLAUSE ESTABLISHED THEREIN

WHEREAS, the Town of Phillipsburg, County of Warren, State of New Jersey, adopted Ordinance No. 2026-26, creating Chapter 380 – entitled "Minors and Parental Responsibility" – of the Township Code; and

WHEREAS, despite the effort to draft the Ordinance to be consistent with the 1976 Appellate Division opinion in the Doe v. City of Trenton, 143 N.J. Super. 128 (App. Div. 1976) the Council believes that the Ordinance should be amended to clarify the criteria that must be established in order to hold a parent or guardian liable under the Ordinance; and

WHEREAS, the Town now wishes to amend the recently-created Chapter 380 to ensure that same is consistent with the Doe opinion; and

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

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that Section 380-4, entitled "Apprehension of Violators" of Chapter 380 – Minors and Parental Responsibility – is hereby amended and supplemented 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~~.

§ 380-4. Apprehension of Violators.

When any minor is convicted of the offenses enumerated in this Chapter 380-2, the parent or legal guardian of said minor may be summoned before a Judge of the Municipal Court of the Town of Phillipsburg and ordered to provide supervision of the minor. If the minor is convicted a second time of the offenses enumerated in this Chapter 380-2 within eighteen (18) months of the first conviction, ~~such second conviction shall create a rebuttable presumption that the parent or legal guardian of said minor has violated the provisions of this Chapter 380-3 and~~ the parent or legal guardian may be summoned to appear before a Judge of the Municipal Court. If it is established beyond a reasonable doubt that 1) the parent or legal

guardian failed to supervise the minor; 2) that such failure to supervise was within the parent's or legal guardian's control; and 3) said failure was the proximate result of the minor engaging in the offensive behavior; then, upon conviction, the parent or legal guardian shall be subject to the penalties herein.

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 November 10, 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 November 24, 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 Ave, Phillipsburg, New Jersey, at which time all persons interested may appear for or against the passage of said Ordinance.

_____

Susan Turner,
Acting Municipal Clerk

ORDINANCE NO. 2026 -30

ORDINANCE OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AMENDING CHAPTER 5 *ADMINISTRATION OF GOVERNMENT*, SECTION 35, *RULES OF PROCEDURE FOR REGULAR MEETINGS OF COUNCIL*, IN ORDER TO ADD A NEW SUBSECTION P ENTITLED *PROCEDURES FOR ADDING ACTION ITEMS TO THE AGENDA WITHIN 48 HOURS OF A MEETING*

BE IT ORDAINED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that Chapter 5 Administration of Government, Section 35, Rules of Procedure for Regular Meetings of Council is hereby amended by adding a new Subsection P entitled Procedures for Adding Action Items to the Agenda Within 48 Hours of a Meeting as follows:

SECTION I:

§5-35 **Rules of procedure for regular meetings of Council.**

*

*

*

P. **Procedures for adding action items to agenda within 48 hours of a meeting**

For any item which is requested to be added to the agenda after the agenda has been published for the upcoming meeting, said request must be accompanied by the following:

1. A description of the nature of the proposed action;

2. The reason why the requested action item was not included or provided in advance of the publication of the original agenda;

3. The reason why consideration of the requested action item cannot reasonably be postponed until the next regular meeting;

4. Any anticipated financial obligation or expenditure associated with the proposed action.

The Town Council may, in its discretion, accept or reject any item to be included on the agenda after the agenda has been posted. Nothing herein shall be construed as preventing the Council from deviating from these guidelines if it determines that the proposed action is of an emergent nature and that strict compliance with the requirements of this subsection would pose a detriment to the Town of Phillipsburg.

SECTION II:

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

SECTION III:

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:

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 November 10, 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 November 24, 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 Ave, Phillipsburg, New Jersey, at which time all persons interested may appear for or against the passage of said Ordinance.

_____
Susan Turner, Acting Municipal Clerk

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION

ENABLING RESOLUTION #2026-165

WHEREAS, the New Jersey Department of Environmental Protection ("State") administers grants made available from the State Budget to municipal and county governments for the acquisition and development of lands for recreation, conservation, and historic preservation purposes; and

WHEREAS, the Town of Phillipsburg has obtained a grant of $500,000 from the State to fund the following project(s):

#2119-24-UPG Mercer Street Park; and

NOW, THEREFORE, the governing body resolves that Randy Piazza, Jr. or the successor to the office of the mayor is hereby authorized to:

(a) provide additional information and furnish such documents as may be required, and
(b) act as the authorized correspondent of the above-named applicant.

WHEREAS, the applicant is willing to use the State's funds in accordance with the approved project scope and is willing to enter into an agreement with the State for the above-named project;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF PHILLIPSBURG THAT:

1. The mayor of the above named body or board is hereby authorized to execute an agreement and any amendment thereto with the State known as #2119-24-UPG Mercer Street Park, and;
2. In the event the State's funds are less than the total project cost, the applicant has the balance of funding necessary to complete the project; and
3. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
4. This resolution shall take effect immediately.

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk of the Town of Phillipsburg, County of Warren, and State of New Jersey do hereby certify that the foregoing is a true copy of a resolution adopted by Council at a meeting held on the 10th day of November, 2026.

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 10th day of November, 2026.

_____
Susan Turner, Acting Municipal Clerk

Prepared By: Marlena Zarrillo

Marlena Zarrillo

Department of Environmental Protection

URBAN PARKS FUNDING
PROJECT AGREEMENT

BETWEEN

THE STATE OF NEW JERSEY

DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

PHILLIPSBURG TOWN

WARREN COUNTY

Project No. 2119-24-UPG
Date: _____

11/23/2022

THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION

URBAN PARKS FUNDING PROJECT AGREEMENT

BETWEEN Phillipsburg Town, Warren County, having offices at 120 Filmore Street, Phillipsburg, NJ, 08865, hereinafter "Local Government Unit", and

The State of New Jersey Department of Environmental Protection, Mail Code 401-07B, P.O. Box 420, Trenton, New Jersey 08625-0420, hereinafter "State" (collectively the "Parties"),

WITNESSETH:

WHEREAS, the Local Government Unit has submitted an application to the State for financial assistance under the Urban Parks program; and

WHEREAS, the State has reviewed and approved the Local Government Unit's request and awarded funding ("Urban Parks Funds") from the FY21 New Jersey State Budget (P.L. 2020, C. 97), FY22 New Jersey State Budget (P.L. 2021, C. 133), or FY23 New Jersey State Budget (P.L. 2022, C. 49) for financial assistance; and

WHEREAS, the Parties wish to execute this Project Agreement to govern the Local Government Unit's use of Urban Parks Funds; and

NOW, THEREFORE, in consideration of the principles, assurances and premises contained herein, the Parties agree to perform in accordance with the provisions, terms and conditions set forth in this Project Agreement.

APPROVED PROJECT DESCRIPTION

LOCAL GOVERNMENT UNIT: Phillipsburg Town

TYPE OF PROJECT: ____ Acquisition __X__ Development ____ Historic Preservation

PROJECT NAME: Mercer Street Park

APPROVED PROJECT SCOPE:

Proposed improvements include installation of inclusive and accessible playground equipment with a new safety surface. Additional site amenities will include litter control bins, benches, picnic tables, and park signage. The project will make improvements to a park that is within walking distance of Phillipsburg's downtown and will benefit an Overburdened Community with Adverse Cumulative Stressors.

PROJECT LOCATION:

Block 1503, Lot 39
Mercer Street Park (Mercer Street, Town of Phillipsburg)

FUNDING AWARD: $500,000 grant

State Funds Governed under this Project Agreement:		Grant:	Expenditure Status/ Deadline:
P.L. 2023 C. 74	non-matching grant	$500,000	Expires two years from effective date of agreement

GENERAL PROVISIONS

1. PROJECT ADMINISTRATION

a) In performing its responsibilities under this Project Agreement, the Local Government Unit and any contractor, subcontractor or other entity it might employ (collectively "subcontractors") shall comply with all local, state, and federal laws, rules, and regulations applicable to this Project Agreement, including but not limited to those listed below. The provisions of any such law, rule or regulation are hereby incorporated by reference as if set forth fully herein.

The Local Government Unit shall immediately advise the State if it determines that it has, at any time, discovered any information that it or any of its employees or subcontractors is in violation of any of the laws, rules, or regulations applicable to this Project Agreement. Any such violation shall constitute a material breach of this Project Agreement and be grounds for termination and the State shall have all remedies available to it under this Project Agreement or any applicable law.

The Local Government Unit shall be responsible for compliance with the terms, conditions and requirements of this Project Agreement by itself and by its subcontractors. The Local Government Unit shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties that may arise under or as a result of the subcontract.

b) The Local Government Unit agrees to provide all funds in excess of the State share necessary for completion of the Approved Project and to complete the Approved Project in accordance with this Project Agreement. The Local Government Unit shall certify, in a form acceptable to the State, that such additional funds are allocated and available to complete the Approved Project hereunder.

c) The Local Government Unit shall submit all development plans to the State for review and approval prior to advertisement for bids.

d) The Local Government Unit shall award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. The Local Government Unit shall bear the primary responsibility for the prevention, detection and cooperation in the prosecution of any such conduct. The Local Government Unit shall pursue available judicial and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices. The Local Government Unit shall notify the State immediately after such allegation or evidence comes to its attention, and shall periodically advise the State of the status and ultimate disposition of any such matter.

e) The Local Government Unit shall award all project contracts in accordance with any applicable federal, state and local statutes, rules and/or ordinances, including but not limited to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the rules and regulations adopted pursuant thereto, N.J.A.C. 5:34-1 et seq.

f) Where applicable, the Local Government Unit and its subcontractors shall comply with the provisions of the Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq., Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.13, the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1, et seq., and Buy American Act, N.J.S.A. 52:32-1, et seq. and N.J.S.A. 52:33-1, et seq. and the terms of each are incorporated by reference herein. The Local Government Unit warrants that neither it nor any of its subcontractors are suspended, debarred or otherwise on record in the Office of the Commissioner or Department of Labor or other department for failure to comply with any of the above-referenced laws. The Local Government Unit shall insert in every construction contract for work on the approved project a clause stating that the subcontractor may be debarred, suspended or disqualified from contracting with the State if the subcontractor violated any of the above-referenced statutes.

g) The Local Government Unit and its subcontractor, where applicable, shall not discriminate, and shall abide by all anti-discrimination laws, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d-2000d-4; the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and all rules and regulations promulgated pursuant thereto, as amended and supplemented from time to time, including but not limited to, N.J.A.C. 17:27-1.1, et seq. Other laws may impose additional non-discrimination requirements with which the Local Government Unit must comply. These laws include, but are not limited to, Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Title VII of the Civil Rights Act of 1964; and the Fair Housing Act.

The Local Government Unit shall comply with all applicable provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

h) The Local Government Unit and its subcontractors shall comply with the provisions of N.J.S.A. 52:32-4 and the rules and regulations promulgated pursuant thereto, as well as the provisions set forth in the Uniform Construction Code at N.J.A.C. 5:23-7.1 et seq., regarding facilities for the handicapped.

i) For development or historic preservation projects, the Local Government Unit shall construct a sign designed to specifications provided by the State, which the Local Government Unit shall erect at the Approved Project Site and maintain during construction of the Approved Project. Upon completion of the Approved Project, the State will provide a permanent sign, which shall be erected and maintained by the Local Government Unit in a publicly visible location at the Approved Project site.

j) The Local Government Unit shall maintain and preserve all lands and improvements described herein and provide such police protection as may be required.

k) The Local Government Unit warrants that neither it nor its subcontractors will engage in any conduct that is or could be considered a conflict of interest under the act codified at N.J.S.A. 52:13D-12 et seq., the New Jersey Conflicts of Interest Law, and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law. The Local Government Unit further

warrants that no person or selling agency has been employed or retained to solicit or secure this Project Agreement in violation of N.J.S.A. 52:34-15 and that neither it, nor its subcontractors has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19.

l) The Local Government Unit warrants that it and its subcontractors will obtain and maintain, during the term of this Project Agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this Project Agreement. The Local Government Unit shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this Project Agreement.

m) The Local Government Unit shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

n) The Local Government Unit and its subcontractors shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

o) If any subcontractor utilized under this Project Agreement is a business organization, as defined by N.J.S.A. 52:32-44, the Local Government Unit shall, upon request, provide to the State, on behalf of any subcontractor, a business registration certificate issued by the Division of Revenue in the Department of the Treasury or such other form of verification or proof of registration as may be approved by the Division that the subcontractor is registered with the Department of the Treasury. Where necessary, the Local Government Unit shall not retain a subcontractor before valid proof of business registration is provided. Any subcontractor utilized under this contract, and each of their affiliates, as defined by N.J.S.A. 52:32-44, shall for the term of this Project Agreement collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

p) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is not identified on the Department of the Treasury's list of persons or entities engaging in investment activities in Iran as described in N.J.S.A. 52:32-55, et seq. and any subcontractor must complete the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus pursuant to P.L.2022, c.3.

q) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is in full compliance with the MacBride Principles, N.J.S.A. 52:34-12.2.

r) Pursuant to N.J.S.A. 52:34-13.2, all services performed under the Project Agreement or any subcontract awarded under the Project Agreement shall be performed within the United States.

s) The Local Government Unit warrants that it and its subcontractors are and will remain in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.

u) The Local Government Unit shall comply with the following documents:

1. Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid; and,
2. State Grant Compliance Supplement, available at: https://www.nj.gov/treasury/omb/stategrant.shtml

t) Failure to expressly reference any applicable Federal or State regulation, statute, public law, Executive Order, agency directive, written policy, or OMB Circular will not exempt either party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

2. DISBURSEMENTS

The Local Government Unit shall only make disbursements of approved grant funds for the purposes set forth in this agreement.

a) Allowable Costs for acquisition projects may include real estate appraisals, preliminary assessments, land surveys, relocation payments, eligible land cost, building demolition costs, and incidental costs associated with the implementation of the acquisition project, including the cost of advertising, archaeological, architectural, conservation, engineering, feasibility studies, financial, geological, historic research, hydrological, inspection, legal, planning, or other professional advice, estimates, reports, services, or studies; and title insurance.

b) Allowable costs for park development and historic preservation projects may include preliminary planning and engineering; engineering plans and specifications; supervision and inspection; construction costs; permit fees; equipment required to make a facility operational; and incidental costs associated with the implementation of the project, including the cost of advertising, archaeological, architectural, conservation, financial, geological, historic research, hydrological, legal, or other professional advice, estimates, reports, services, or studies and the cost of preliminary planning and engineering necessary for the preparation of the application.

c) State funds may be disbursed to the Local Government Unit in amounts required to pay for incurred or anticipated allowable costs. The Local Government Unit shall provide documentation satisfactory to the State certifying that the allowable costs have or will be incurred.

3. FINANCIAL RECORDS AND AUDITING REQUIREMENTS

a) All financial records of the Local Government Unit and its subcontractors shall conform to generally accepted accounting principles.

b) The Local Government Unit shall maintain records for the project, including the amount, receipt, and disposition of all funding received for the project.

c) The Local Government Unit and its subcontractors shall provide State personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Project Agreement and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for seven years after the later of either final payment or audit resolution. The Local Government Unit shall cite this provision in all project-related contracts.

d) The Local Government Unit shall conduct annual audits in conformance with Subpart F of 2 CFR Part 200 – Audit Requirements and State OMB Circular 15-08-OMB: "Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid".

e) The Local Government Unit's account or final payment will be adjusted, if necessary, upon the State's review of the annual audit reports.

f) The Local Government Unit shall retain financial records, supporting documents, statistical records, and all other records in the Local Government Unit's financial management system or otherwise pertinent to this Project Agreement: (1) for a period of seven (7) years from the end of the Project Period, or (2) for such longer period as any applicable State or Federal statute may require, with the following qualifications: (i) If any litigation, claim, or audit is started before the end of the seven-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved and final action taken;

The State may request transfer of certain records to its custody from the Local Government Unit when it determines that the records possess long-term retention value and will make arrangements with the Local Government Unit to retain any records that are continuously needed for joint use.

g) The Local Government Unit's failure to maintain adequate records under this section shall be a material breach of this Project Agreement.

4. LAND USE RESTRICTIONS

a) The Local Government Unit agrees to execute, record, and donate to the State, at no charge, the permanent Deed of Conservation Restriction attached as Exhibit 1 to this Agreement, for the Approved Project Site. It is to be recorded immediately after closing for an acquisition project, or upon receipt of Urban Parks funding for a development or historic preservation project, for the purpose of providing constructive notice of pertinent land use restrictions. Omission of lands from this instrument, or the failure of the instrument to provide actual or constructive notice, shall not in any way relieve affected lands from such use restrictions.

b) Immediately after closing for an acquisition project, or upon receipt of Urban Parks funding for a development or historic preservation project, the Approved Project Site must be open to the public without discrimination or exclusion based on residency or otherwise in violation of the Law Against Discrimination, N.J.S.A. 10:51 et seq., or other applicable law.

5. INSURANCE

The Local Government Unit shall maintain, in force for the term of this agreement, insurance as provided herein. The coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey with an A-VIII or better rating by A.M. Best & Company, or through formal, fully funded self-insurance programs authorized by law and acceptable to the State. The certificates of insurance shall indicate the grant number and title of the grant in the "Description of Operations" box. All policies must be endorsed to provide thirty (30) days' written notice of cancellation or material change to the State at the following address: PO Box 420, 428 East State Street, 4th Floor, Trenton, NJ 08625-0420. If the Local Government Unit's insurer cannot provide thirty (30) days written notice, then it will become the obligation of the Local Government Unit to provide same. Unless current documentation is already on file, the Local Government Unit must, within thirty (30) days after the effective date of this agreement, provide to the State current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Renewal certificates shall be provided within thirty (30) days of the expiration of the insurance. No payments shall be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

a) Commercial General Liability: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include the State of New Jersey as an "Additional Insured" and include the blanket additional insurance endorsement or its equivalent. The policy shall include coverage for contractual liability and products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of the coverage.

b) Automobile Liability Insurance, which shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1,000,000 per accident as a combined single limit. The State of New Jersey must be named as an "Additional Insured" and include the blanket additional insurance endorsement or its equivalent when the services being procured involve vehicle use on the State's behalf or on State controlled property.

c) Worker's Compensation Insurance in accordance with the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than: (i) $1,000,000 Bodily Injury, Each Occurrence; (ii) $1,000,000 Disease Each Employee; and (iii) $1,000,000 Disease Aggregate Limit.

d) These amounts may be raised when deemed necessary by the State.

6. INDEMNIFICATION

The Local Government Unit shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, damages)

arising, or claimed to arise, from, in connection with, or as a result of, the Local Government Unit's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Local Government Unit, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Local Government Unit had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage.

The Local Government Unit (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Local Government Unit shall not assert any defense which would be available to the State but not to the Local Government Unit, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Local Government Unit in writing and shall have a copy of such claim forwarded to the Local Government Unit. The Local Government Unit's indemnification and liability set forth herein is not limited by but is in addition to the insurance obligations contained in paragraph 6 above.

In the event of a patent and copyright claim or suit, the Local Government Unit, at its option and sole expense, may (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the expended grant amount less a reasonable allowance for use that is agreed to by both parties.

This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

The Local Government Unit shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out the Approved Project, a requirement that the subcontractors provide the State with indemnification protection at least as broad as set forth in this section.

7. **REMEDIES**

a) In addition to any other rights or remedies available to the State under law, if the Local Government Unit does not comply with any of the requirements of this Project Agreement, or any applicable law, rule or regulation, the State may take any of the following actions:

    1. Issue a written notice of noncompliance directing the Local Government Unit to take and complete corrective action within 30 days of receipt of the notice. If the Local Government Unit does not take corrective action, or if the corrective action taken is not adequate in the judgment of the State, then the State may take any of the actions described at 2 through 4 and (b) below;

2. Withhold the grant or portion thereof;

3. Terminate the Project Agreement; and/or

4. Demand immediate repayment of all NJ State funds that the Local Government Unit has received for this project.

(b) If the Local Government Unit fails to comply with any of the terms of the Project Agreement or any other applicable law, rule or regulation, the State may initiate a civil action seeking appropriate relief, including but not limited to temporary or permanent injunctive relief, or to seek specific enforcement, without posting bond, or the State may levy a civil administrative penalty or bring an action for a civil penalty, it being acknowledged by the Parties that any actual or threatened failure to comply may cause irreparable harm to the State and that money damages will not provide an adequate remedy.

(c) If the State incurs legal or other expenses, including its own personnel expenses, for the collection of payments due or in the enforcement or performance of any of the Local Government Unit's obligations under the Project Agreement, or any applicable law, rule or regulation, the Local Government Unit shall pay these expenses on demand by the State.

(d) The Local Government Unit expressly agrees that the State is not required to mitigate any damages to the Local Government Unit resulting from the Local Government Unit's noncompliance with the terms of the Project Agreement.

8. TERMINATION

a) The Local Government Unit may unilaterally rescind this Project Agreement at any time prior to the Local Government Unit's initial acceptance of the NJ State Budget funds, whether partial or in full, under this Project Agreement. After accepting any payment, the Local Government Unit may not terminate, modify or rescind this Project Agreement without the express written approval of the State.

b) The State may terminate this Project Agreement at any time if any representation or warranty made herein or in any certifications, reports, plans, financial statements or other information furnished by the Local Government Unit in connection with this Project Agreement shall prove to be false or misleading.

c) The State may terminate this Project Agreement pursuant to Paragraph 7 above.

9. MODIFICATION OF PROJECT AGREEMENT

Modifications to the Approved Project Scope and/or Project Location, which do not increase the cost of the Approved Project may be made at the sole discretion of the State. Such modifications shall be requested in writing by the Local Government Unit's Chief Executive Officer, or designee, and must be approved in writing by the State. All approved Project Agreement modifications shall be attached to this Project Agreement.

All other modifications of this Project Agreement must be by formal written amendment executed by the Commissioner of the New Jersey Department of Environmental Protection or Commissioner's designee.

10. PROJECT PERIOD

The project period shall begin on the date of the letter from the State notifying the Local Government Unit of the amount of the New Jersey Department of Environmental Protection Funds and shall terminate two years from the date this Project Agreement is executed by the last required signatory for the State.

11. OPTIONAL PROVISIONS IMMEDIATELY FOLLOWING ATTACHED

Schedule A: Special Conditions [X] YES [ ] NO

12. ATTACHMENT

Exhibit 1: N/A

13. MISCELLANEOUS

a) This Project Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the Parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

b) In the event any provision of this Project Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

c) In the event that any provision of this Project Agreement should be breached by the Local Government Unit and thereafter waived by the State, such waiver shall be limited to the particular breach so waived by the State and shall not be deemed to waive any other breach by the Local Government Unit.

d) This Project Agreement shall not be assigned without the prior written consent of the State.

e) This Project Agreement shall be construed and enforced under the laws of the State of New Jersey.

f) In the event of litigation, the Local Government Unit waives whatever right it may have to trial by jury.

g) Any affirmative obligation of the Local Government Unit shall survive this Project Agreement.

h) By the signatures below, the Parties execute this Project Agreement and confirm that they are mutually bound and fully authorized and empowered to enter into and bind their organization to all obligations under this Project Agreement.

i) Consistent with the Contractual Liability Act, N.J.S.A. 59:13-1 et seq., unless otherwise provided in this Project Agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Local Government Unit arising out of, or relating to, this Project Agreement or the breach of it will proceed as follows: (1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the State; (2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to formal mediation conducted by the State, and, if mediation is not successful, litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.

j) Captions and headings used in this Project Agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.

k) This Project Agreement shall not create in any individual or entity the status of a third-party beneficiary and nothing in this Project Agreement shall be construed to create such status. The rights, duties and obligations contained herein shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this Project Agreement are intended only to assist the Parties in determining and performing the obligations set forth herein and the Parties expressly agree that only they shall have any legal or equitable right to seek enforcement of this Project Agreement, seek any remedy arising out of performance or failure to perform by one of the Parties, or bring any action for breach of this Project Agreement. Nothing contained in this Project Agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Local Government Unit or contractors or subcontractors.

l) This Project Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which, taken together, shall constitute one and the same instrument.

m) Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.

n) The Local Government Unit must submit with this Local Project Agreement a copy of an ordinance or resolution, duly enacted by the governing body of the Local Government Unit authorizing execution of this Local Project Agreement and setting forth its awareness of the work required to be performed under this Local Project Agreement, that it has the capabilities and credentials required by this Local Project Agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this Local Project Agreement.

SCHEDULE A

Special Conditions

If the project site is listed on the Local Government Unit's Green Acres Recreation and Open Space Inventory (ROSI) defined at N.J.A.C. 7:36-2.1, the Local Government Unit is not required to provide the Deed of Conservation Restriction required under Section 4 of this Agreement.

SIGNATURES

LOCAL GOVERNMENT UNIT ATTORNEY

Reviewed and approved

on _____ , 20____

_____
(signature)

_____
(print name)

LOCAL GOVERNMENT UNIT INDIVIDUAL AUTHORIZED BY RESOLUTION

By: _____
(signature)

_____
(print name and title)

Date: _____

ATTACH AUTHORIZING RESOLUTION

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Martha S. Sapp
Director, Green Acres Program

Exhibit 1

N/A

R2026-166

RESOLUTION

AUTHORIZING THE NJ STATE CONTRACT PURCHASE OF BODY CAMERAS FOR THE TOWN OF PHILLIPSBURG POLICE DEPARTMENT FROM MOTOROLA SOLUTIONS

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

WHEREAS, the Chief Financial Officer has certified that the funds are available pursuant to the attached certification of funds

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Phillipsburg, that it hereby authorizes the NJ State Contract purchase of body worn camera's from Motorola Solutions for a five year contract in an amount not to exceed $133,218.00 pursuant to state contract number #25-TELE-132995and based on the attached quote number 3734707.

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk of the Town of Phillipsburg to hereby Certify the foregoing to be true and correct copy of a Resolution adopted by Council at a meeting held on November 10, 2026.

_____

Susan Turner, Acting Municipal Clerk

AVAILABILITY OF FUNDS CERTIFICATION

I, Robert J. Merlo, Chief Financial Officer of the Town of Phillipsburg do hereby certify as follows:

1. I have examined the accounts of the Town to determine if sufficient funds are available to award a contract for the following:

A.		Professional Services	State Contract #	25-Tele-132995
		Bid Award	Co-op Name	
	X	Contract	Co-op Number	
		Emergency		

B. Resolution # **R2026-166**

Change Order Resolution #

Change Order Resolution #

Description: Body Cameras

C. Vendor: Motorola Solutions — Vendor # 1198

D. Vendor Address:

E. Amount: $ 133,218.00

$ 133,218.00

F. Project #

G. Purchase Order #:

H. Drawdown: **Yes**

2. I have determined that funds are available as follows:

A.	Account Numbers	Account Titles	2026 Cert of Funds	
(1)	02-213-41-732-008	Body Worn Camera	$ 3,296.00	
(2)	04-215-55-941-002	Public Safety	$ 31,276.81	
(3)	04-215-55-945-002	Public Safety	$ 2,071.36	
(4)	04-215-55-947-002	Public Safety	$ 25,091.51	
(5)	04-215-55-948-002	Public Safety	$ 36,302.63	
(5)	04-215-55-949-002	Public Safety	$ 35,179.69	
			$ 133,218.00	$ -

B. **I have determined that NO funds or insufficient funds are available at this time:**

3. Only amounts for the 2026 Budget Year have been certified.

Amounts for future years are contingent upon sufficient funds being appropriated.

Shannon Quick

Shannon Quick, Chief Financial Officer

November 5, 2026

Date

MOTOROLA SOLUTIONS







PHILLIPSBURG POLICE DEPT

07/22/2026

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-3734707

07/22/2026

PHILLIPSBURG POLICE DEPT
712 SOUTH MAIN ST
PHILLIPSBURG, NJ 08865

Dear John Maczko,

Motorola Solutions is pleased to present PHILLIPSBURG POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide PHILLIPSBURG POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Jack Cronin at Jack.Cronin1@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jack Cronin

Billing Address:
PHILLIPSBURG POLICE DEPT
712 SOUTH MAIN ST
PHILLIPSBURG, NJ 08865
US

Quote Date:07/22/2026
Expiration Date:10/03/2026
Quote Created By:
Jack Cronin
Jack.Cronin1@
motorolasolutions.com

End Customer:
PHILLIPSBURG POLICE DEPT
John Maczko
jmaczko@pburg.org
(610) 883-2194

Contract: 36874 - SOURCEWELL MOBILE VIDEO-101223-MOT
AGREEMENT: WG AGREEMENT&STATE OF NEW JERSEY
40177 - 25-TELE-132995 NJ

Summary:

This Motorola quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/product-terms

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
	V700							
1	SSV00S05614A	V700 BODY CAMERA HARDWARE AS A SUBSCRIPTION	30	5 YEAR	$2,325.00	$1,860.00	$55,800.00	
2	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700	30	5 YEARS	Included	Included	Included	
3	WGB-0876A	V700 BWC 1080P FN READY W/REM BATT LM	30		Included	Included	Included	3 YEAR
4	WGP02950A	BATT LIION IP67 4050T	30		Included	Included	Included	
5	SSV00S05622A	V700 BATTERY SUBSCRIPTION	30	5 YEAR	$300.00	$240.00	$7,200.00	
6	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	4	5 YEAR	$1,800.00	$1,440.00	$5,760.00	
7	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/UPLOAD	4	5 YEAR	$240.00	$192.00	$768.00	

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
		DOCK - VIDEO-AS-A-SERVICE						
8	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	4		Included	Included	Included	
9	WGB-0178AAS	VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS	4		Included	Included	Included	
	CommandCentral DEMS							
10	SSV00S05160A	COMMANDCENTRAL DEMS UNLIMITED STORAGE PER BODYWORN CAMERA	30	5 YEAR	$1,020.00	$700.00	$21,000.00	
11	SSV00S05158A	COMMANDCENTRAL DEMS PLUS SERVICE	30	5 YEAR	$3,000.00	$1,200.00	$36,000.00	
12	SSV00S06340A	RESPONDER PRODUCTIVTY ASSIST	30	5 YEAR	Included	Included	Included	
13	SSV00S05131A	COMMANDCENTRAL DEMS EXPORT TO AXON	1	5 YEAR	$0.00	$0.00	$0.00	
14	SSV00S03749A	INTEGRATION: VIDEO MANAGER EX TO EVIDENCE	1	5 YEAR	$0.00	$0.00	$0.00	
15	WGW00166-100	EL4 TO VIDEOMANAGER EL DATA MIGRATION SERVICE, PER TB OF DATA	72		$125.00	$1.00	$72.00	
16	PSV00S04239A	CC EVIDENCE VIRTUAL TRAINING	1		$1,077.28	$796.00	$796.00	
17	SSV00S05163A	COMMANDCENTRAL DEMS UNLIMITED STORAGE 3RD PARTY	1	5 YEAR	$1,560.00	$637.00	$637.00	
18	PSV00S05487A	MOBILE VIDEO REMOTE CLOUD DEPLOYMENT	1		$3,200.00	$3,200.00	$3,200.00	
19	ISV00S04236A	DEPLOY AXON INTERFACE	1		$2,500.00	$10.00	$10.00	
20	WGA00668	LOCKING MOLLE MOUNT, V300/V700 BWC, BLACK	25		$98.75	$79.00	$1,975.00	

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Grand Total

$133,218.00(USD)

Pricing Metric :
Price is indicative of the following -
# of Devices - 30

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

	Payment Term	Upfront Sale Price
Upfront Costs*		
		$6,053.00
Upfront Subscription Fee		
V700	Annually	$13,905.60
CommandCentral DEMS	Annually	$11,527.40
Sub Total:		**$31,486.00**

	Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee			
V700	Annually	$13,905.60	$13,905.60
CommandCentral DEMS	Annually	$11,527.40	$11,527.40
Year 3 Subscription Fee			
V700	Annually	$13,905.60	$13,905.60
CommandCentral DEMS	Annually	$11,527.40	$11,527.40
Year 4 Subscription Fee			
V700	Annually	$13,905.60	$13,905.60
CommandCentral DEMS	Annually	$11,527.40	$11,527.40
Year 5 Subscription Fee			
V700	Annually	$13,905.60	$13,905.60
CommandCentral DEMS	Annually	$11,527.40	$11,527.40
Sub Total:			**$101,732.00**

Grand Total System Price (Inclusive of Upfront and Annual Costs) **$133,218.00**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

V700 Body-Worn Camera Solution Description

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.

KEY FEATURES OF THE V700

- **Detachable Battery –** The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading –** Recordings made by the V700 are uploaded to the agency's evidence management system via LTE or WiFi. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming –** With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready –** The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account.
- **Data Encryption –** The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact® –** Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View –** The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application –** To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging –** The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation –** The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a

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corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording –** Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing –** Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software –** When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source –** The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.
- V700 and APX Radio Integration

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the Man Down feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster AwareTM sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.

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DOCKING STATIONS

The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

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MOUNTING SOLUTIONS

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798	WGA00669	WGA00668	WGP02697	WGP03088	WGP03085
					
Magnetic Center Shirt Mount	Tek-Lok Belt Mount	Molle Locking Mount	Shirt Clip	Heavy Jacket Clip	Heavy Jacket Magnetic Mount

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STATEMENT OF WORK — ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

ESSENTIAL SERVICE

Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution

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Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the CommandCentral DEMS, VideoManager EL On-Premises, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.

At the discretion of Motorola Solutions, if the device is considered “un-repairable”, for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

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A three (3) year optional Service is available for the Transfer Station. Scope includes Technical Support and Hardware Repair as described in sections 1.2.1 and 1.2.4.

Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions' Sales representative if you have a question about the eligibility of your device.

Optional and purchasable Services are available for the Transfer Station.

MOTOROLA SOLUTIONS RESPONSIBILITIES

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the CommandCentral DEMS, VideoManager EL On-Premises, or VideoManager EL Cloud, solution. For customers using the CommandCentral DEMS or VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency's CommandCentral DEMS or VideoManager EL Cloud instance. If using the VideoManger EL On-Premises solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at https://learning.motorolasolutions.com

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer's selection of a Carrier during the initial ordering process,

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Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

CUSTOMER RESPONSIBILITIES

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.

Wi-Fi Connectivity. The Customer is responsible for providing all Wi-Fi connectivity to the device.

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Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.

Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and

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prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCc, or CPQ when ordering, the hardware serial number(s) are automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

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Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 30 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.

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- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

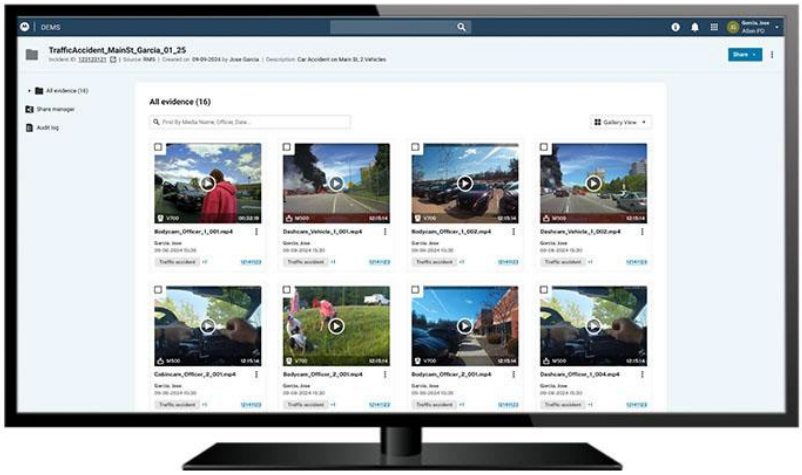
Where ongoing “Accidental Damage” repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions’ discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.

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COMMANDCENTRAL DEMS PLUS SOLUTION DESCRIPTION

OVERVIEW

CommandCentral DEMS provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location.



By centralizing digital evidence collections, CommandCentral DEMS removes data silos and provides users with the storage and tools they need to get the most out of their critical information. In addition, users can easily secure and share content with an intact chain of custody, to improve collaboration.



CommandCentral DEMS Plus is available without any upfront capital investment. Monthly subscription service costs include the software, device management, and storage. Evidence also secures data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework.

THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all software applications with one agency username and password for a more streamlined workflow. The platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

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CommandCentral continuously evolves, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



Figure 1: The End-to-End Platform

DIGITAL EVIDENCE MANAGEMENT

Evidence stored in the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

Store and Manage - Collections

Evidence is automatically linked based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident.

- **Auto Created Collections** – Digital evidence captured by integrated products that provide a Record ID, such as an Incident or Case Number, will automatically be grouped into a Collection.
- **Manually Created Collections** – Users can manually create collections or sub-collections to better organize individual files and related items.
- **Bulk Actions** – Easily download, share, and edit specific details of multiple files in a group.
- **Manual Upload** - Upload digital evidence from 3rd parties directly into an existing collection or while creating a new collection to build your case.

Interagency, Judicial, and Community Sharing

Easily share digital evidence with trusted organizations and community members using our secure sharing features.

- **Trusted Organizations, Authenticated Sharing** - Share digital evidence collections with other agencies and judicial partners in a secure portal accessible by authenticated users.
- **Unauthenticated** - Quickly share evidence with the community for public information requests. Links can be password protected to add a level of security.

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AI Assisted Redactions and Transcriptions

Protect confidentiality and save time with our AI Assisted Redaction and Transcription Services.

- **AI Transcription & Summaries** - Generate transcriptions on-demand or set up automations to create transcriptions for video and audio files with an AI generated summary.
- **AI Assisted Video and Audio Redactions** - Receive suggestions for objects and information commonly redacted.
  - Video Object Detection - Identifies and tracks objects commonly redacted; such as heads (faces), license plates, screens, and documents.
  - Audio Detections - Use AI to auto-detect common sensitive data found in audio; such as names, phone numbers, and medical interactions.
  - Manual Redactions - For simple projects, manual redaction tools are available.

Current MSI Ecosystem Integrations:

- CommandCentral Responder Starter, Mobile Field Responder Application
- SmartControl Mobile App for Body Cameras
- 10-21 Police Phone
- CAPE-Equipped Drones
- Smart Transcription for 9-1-1 call recordings
- ViQi - Voice Activated AI
- Records Management
  - Flex Records
  - PremierOne Records
  - CC Records / RMS

Third Party Integrations

Import and export of data from some 3rd party software is available in some instances. Talk to your sales team for more details.

DEVICE MANAGEMENT

Easily manage, configure, deploy and monitor in-car and body cameras in CommandCentral DEMS.

- **Body Cameras** are checked out to a given officer with assignment records showing the history of use for the device.
- **In-Car Video** systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, they are marked as the owner of any evidence created by the device.
- **Rapid Checkout Kiosk** allows users to quickly check out pooled body cameras at the beginning of a shift with an easy-to-use interface.
- **User Preferences -** In-car and Body cameras can be configured to remember preference settings for each user, including alert volume level, haptic notifications, screen and LED brightness and more.
- **Automatic Video Upload**: Videos are automatically uploaded to CommandCentral DEMS and linked based on officer name, or group recordings.
- **Device Dashboard:** See a detailed, easy-to-understand overview of your body cameras and in-car video systems at a glance, including their battery levels, memory levels, last checkout, and location.
- **In-field tagging:** Categorize and review body camera footage while still in the field, via the SmartControl iOS/Android/Windows app.

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Supported devices include:

- SVX converged Radio Speaker Mic and Body-Worn Camera
- V700 Body Cameras
- M500 In-Car Camera System

CLOUD SECURITY AND COMPLIANCE

Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development and continue with ongoing assessments after deployment to find and repair vulnerabilities.

Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, and Criminal Justice Information System (CJIS) Security Policy. We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST and ISO.

Cybersecurity Champions Imbedded in Product and Service Teams

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

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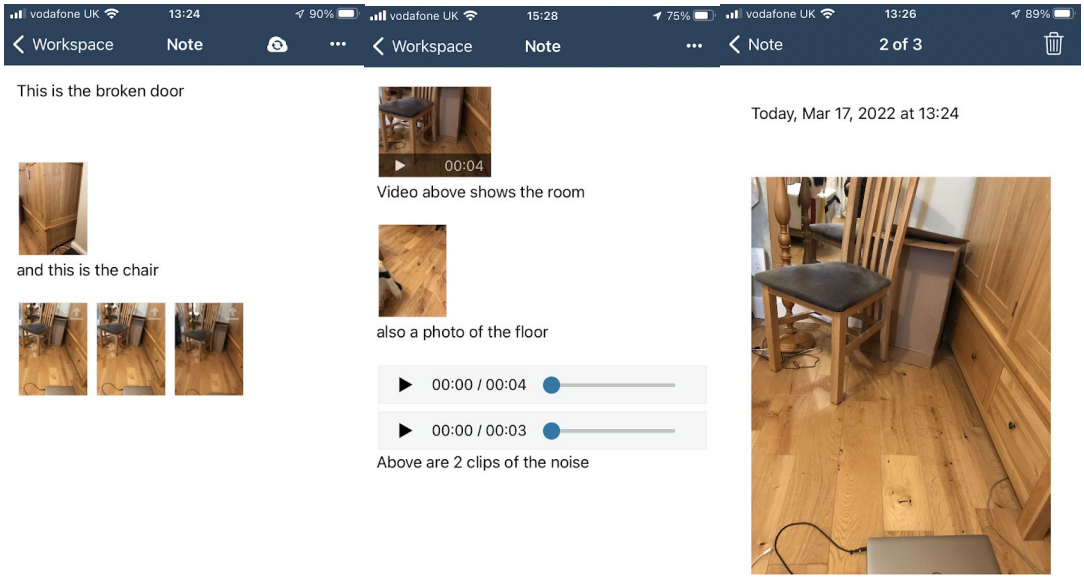
COMMANDCENTRAL RESPONDER STARTER WITH EVIDENCE SOLUTION DESCRIPTION

CommandCentral Responder is a mobile solution for frontline Responders. This includes an application for iOS and Android.

The Responder with Evidence solution (also known as Responder Starter) allows users to capture media, record notes, tag items and link them to cases / incident records. Depending on which feature flags are enabled, a customer can gain access to different sets of features. Using a note, users can capture a group of photos in one go and then tag them or link them all as a group. Responder uploads media automatically once captured, making the process easy for users. Media is removed automatically from a user's device after a customer defined retention period. Users can set up the application easily by downloading the application from App Store or Play Store, and simply logging in with their MSI account.

NOTES AND MEDIA CAPTURE

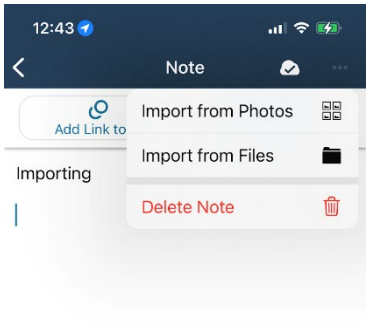
Responder with Evidence allows a user to create a note and capture media and associated text. Users can use the note either just to group a set of media together (as they capture it) or to add additional explanatory text as they capture details. Users can capture audio, video and photographs in this collection. This means users can attend a scene and immediately capture a collection of media before working out how to tag or link it. Users can view a full size version of a photo and can zoom in to view it at larger scale.



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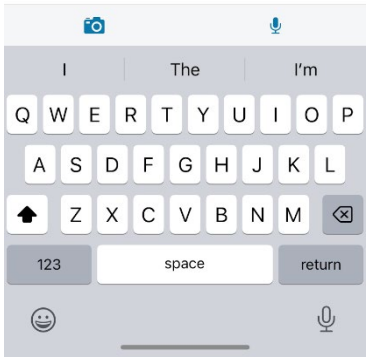
IMPORTING MEDIA

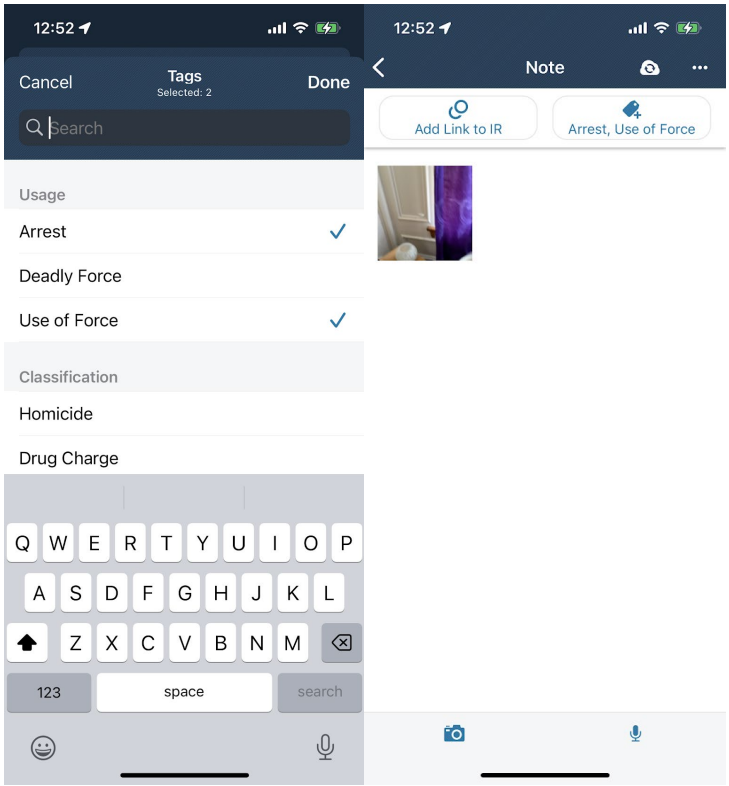
Users can import media (photos, audio, video and files such as PDFs) from their gallery or file system - allowing them to use media files shared to their device by members of the public. This feature can be enabled or disabled using per agency configuration (if an agency does not want to use this capability they can turn it off).



TAGGING

Users can choose to tag a note, which will tag it and all media within it. Tags provided are those configured by the agency and are shown grouped by categories defined by the agency. Selected tags will then show on the note. As with all media, in CommandCentral Evidence, tags are used to manage and set the retention period for media. In addition to manual tags, Responder can be configured to set a default “Responder Media” tag on every media item uploaded by Responder. This allows agencies to set a default tag & retention period for anything captured by Responder.





LINKING TO RECORDS

Users can link a note to an incident record contained in the CommandCentral Consolidated Records View - to relate the note & media to the incident and ensure they are shown in the Consolidated Records View.

The incident record summary shown in Responder contains key data for the record - Report number, Incident Type, Involved officers & Incident Start & End Date.

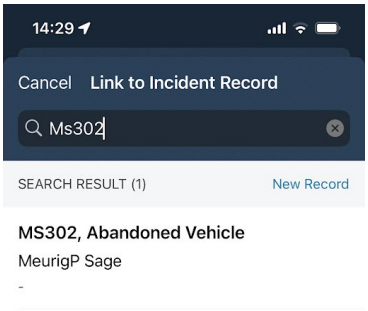
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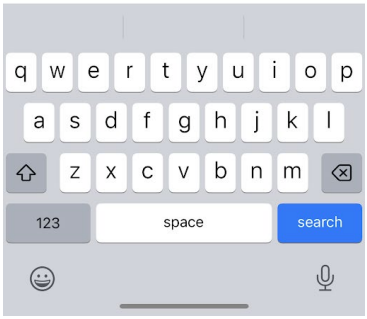
Users can:

- Link to an incident record already on a user's device
  - Any incident records for which a user is already added as an involved officer will be automatically downloaded to their device.
- Link to an incident record by search:
  - A user can search for an incident record using a simple free text search, searching for any incident record for the agency in CC Records that the user has permission to view
- Create a new incident record if one does not exist (not available with Flex - see below)
  - User can create a new incident record (providing summary details above).
  - User will be provided with the Report number separately
  - Responder application will detect creation of incidents (from Responder) with duplicate Report numbers, warn users and allow them to resolve conflicts.

The exact behavior depends on whether the customer is using:

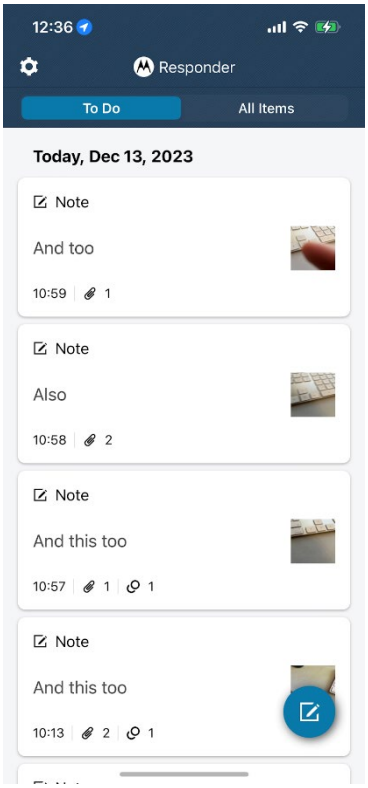
- Responder with CommandCentral Evidence connected to Flex
  - Flex generates law incidents (typically created from CAD). These law incidents are uploaded to CC Records and user can link to these. Whenever there is a case number to link to there will be a law incident in Flex and this will be pushed to CC Records. As a result, users can't create incident record summaries in Responder, they can link to law incidents created in Flex.
- Responder with CommandCentral Evidence connected to P1 RMS
  - P1 RMS manages case reports in case folders. If there is a case report, then P1 uploads this to CC Records and users can link to it.
  - If there is a case folder in P1 RMS but no case report then users can create an incident record summary in Responder, adding the case number - allowing the user to link media to the case.
- Responder with CommandCentral Evidence standalone (with CommandCentral Records Starter capability)
  - Users can create incident record summaries or link to ones that have already been created.
  - Incident records have to be manually created in Responder (or the CommandCentral Evidence/Records web UI) - they aren't imported from other systems





Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

TIMELINE



Users can view previous notes in their timeline:

- Update a note later with further information;
- Refer back to them later when completing a report;
- Notes (and associated media) are kept on the device in a user's timeline for an agency configured period - configured in CC Admin (default is 30 days).

The timeline is separated into a To Do and All Items view.

The To do view shows notes that a user has added, that are either less than 24 hours old or that have not yet been linked to an incident record. Users can manually move a note out of the To do view if they don't intend to link it to an incident record. However, typically users are encouraged to capture media and then link it. This provides an easy way for users to see notes they still have to deal with.

The All Items view shows all notes on a user's device so they can find older notes & evidence that they need to refer to.

SYNCHRONIZING DATA

Notes & media files are automatically uploaded to CommandCentral Evidence - a synch indicator is shown on the note to show data is being uploaded, and an indicator is shown on each media item to show that the media item is being uploaded.

When a user signs out of Responder app, if they have unsent data (notes & evidence) then Responder will alert the user that they have unsent items - allowing them to ensure they are in an area of coverage and wait for sync to complete.

AUTHENTICATION AND SECURITY

CommandCentral Responder prevents unauthorized users from accessing the data transmitted to and from mobile devices through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.2 encryption. All user requests and other user data are protected by Azure Government services.

To access the system, a user authenticates against the CommandCentral Identity Management system. If desired, the identity management system can be setup to federate authentication against a customer identity management system such as Azure AD.

Customers can enable multi-factor authentication.

- If a customer uses CommandCentral Identity Management directly then multi factor authentication can be enabled for any or all users (at customer decision). If enabled then users need to enter a username & password and a second factor which is either a one time passcode sent by email or a one time passcode or authentication approval enabled via a separate app (Ping ID).
- If a customer uses federated authentication then the federated auth system authenticates the user. In this case the customer identity management will implement the multi factor authentication. For instance, Azure AD can enforce multi factor authentication and allows a one time passcode to be provided via email, SMS or via the Azure authenticator app.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

In addition, Responder uses a PIN code (or optionally biometric unlock) that is used to allow users to unlock their app after inactivity timeout. Sign in online is required once per shift to access online data.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

R2026-167

RESOLUTION CANCELLING CONTRACTS FOR COMPLETED AND INACTIVE PROJECTS

WHEREAS, the Town of Phillipsburg entered into contracts with vendors;

WHEREAS, these projects are now complete, or no longer required;

WHEREAS, at the recommendation of the Town CFO and the Town vendors, the Town now seeks to cancel contracts for completed and inactive projects.

NOW THEREFORE IT BE RESOLVED, by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that the following contracts are cancelled, effectively immediately:

Purchase Order	Account	Project	Vendor	Amount
45447	08-216-55-580-005	Sawmill Road Headworks	Montana	$251.66
45884	04-215-55-945-008	Fairview Sewer emergency Repairs	Montana	$94,990.13
48020	01-201-26-290-300	Lewis and Summit Sink hole repairs	Montana	$451,087.73
48728	04-215-55-948-008	Emergency Work at Pickford	Montana	$94,537.13
49059	08-216-55-582-005	Memorial Parkway Emergency Repairs	Montana	$74,860.00
48729	04-215-55-948-009	Emergency Work at Pickford	Van Cleef	$5,000.00
			Total	$720,726.65

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk of the Town of Phillipsburg to hereby Certify the foregoing to be true and correct copy of a Resolution adopted by Council at a meeting held on November 10, 2026.

Susan Turner, Acting Municipal Clerk

RESOLUTION NO. 2026-168

RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING THE AWARD OF CONTRACT FOR THE TOWN OF PHILLIPSBURG SUMMIT AVENUE AND LEWIS STREET IMPROVEMENTS PHASE 2 (REBID)

WHEREAS, the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey solicited competitive bids for the Summit Avenue and Lewis Street Improvements Phase 2 (Rebid); and

WHEREAS, said bids were solicited pursuant to the Local Public Contracts Law, codified under N.J.S.A. 40A:l l-l, et seq.; and

WHEREAS, said bids were to be received by and opened on October 6, 2026 ; and

WHEREAS, the Town received bids and Montana Construction of Lodi, New Jersey was the lowest responsive bidder for a total bid of $473,134.00 (Base Bid); and

WHEREAS, the Town Council believes it to be in the best interest of the Town to award the contract for the Summit Avenue and Lewis Street Improvements Phase 2 (Rebid) to Montana Construction of Lodi, New Jersey

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that the contract for this project shall be and hereby is awarded to Montana Construction of Lodi, New Jersey in the amount not to exceed $473,134.00 for Base Bid; and

BE IT FURTHER RESOLVED hat the award of such contract is contingent upon a certification of funds issued by the Town Chief Financial Officer and approval of the New Jersey Department of Transportation.

BE IT FURTHER RESOLVED that the Mayor and the Municipal Clerk shall be and are hereby authorized and directed to execute a contract for same.

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Town Council at their November 10, 2026 meeting.

Susan Turner
Acting Municipal Clerk

Van Cleef
ENGINEERING WITH FOCUS

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

October 29, 2026

Craig Brotons
Business Administrator
Town of Phillipsburg

Re: Recommendation of Award
Summit Avenue and Lewis Street Improvements Phase 2 (Rebid)
Town of Phillipsburg
Project No. 9101063

Dear Mr. Brotons,

On October 6, 2026, bids were received and opened for the above referenced project. There was one (1) bid received, with Montana Construction of Lodi, NJ being the lowest responsible bidder.

Based on a review of documents submitted, we recommend awarding the Base Bid of the contract to Montana Construction in the amount of $473,134.00, subject to certification of funds by the Town CFO and Town Attorney Review.

Please advise should there be any questions.

Very truly yours,
Van Cleef Engineering Associates

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

CC: CFO, Purchasing, Town Attorney, Mayor

f:\projects\9100 - phillipsburg\9101 - council\063 - lewis and filmore sink hole\road improvements dot grant\letters\2026-10-29 - award recommendation.docx

BID TALLY SHEET
Date: 10/06/2026
Summit Avenue and Lewis Street Improvements Phase 2
9101063
Town Of Phillipsburg
Warren County

Engineers Estimate

BIDDER NO. 1

Montana Construction Corp. Inc.
80 Contant Avenue
Lodi NJ, 07644
Lisa S. Ballerini
973-478-5200
lsantaite@montanaconstructioninc.com

BASE BID

ITEM NO.	DESCRIPTION	APPROX. QTY	APPROX. UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	BREAKAWAY BARRICADE	20.00	UN	62.50	$ 1,250.00	$ 100.00	$ 2,000.00
2	TRAFFIC CONE	100.00	UN	1.50	$ 150.00	$ 25.00	$ 2,500.00
3	CONSTRUCTION SIGNS	500.00	SF	10.00	$ 5,000.00	$ 10.00	$ 5,000.00
4	TRAFFIC DIRECTOR, FLAGGERS	1.00	ALLOWANCE	25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
5	FUEL PRICE ADJUSTMENT	1.00	DOLL	5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
6	ASPHALT PRICE ADJUSTMENT	1.00	DOLL	5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
7	EXCAVATION, UNCLASSIFIED	75.00	CY	36.25	$ 2,718.75	$ 150.00	$ 11,250.00
8	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	415.00	SY	18.75	$ 7,781.25	$ 40.00	$ 16,600.00
9	HMA MILLING, 3" OR LESS	2,075.00	SY	9.75	$ 20,231.25	$ 16.00	$ 33,200.00
10	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE (2" THICK)	275.00	T	127.00	$ 34,925.00	$ 250.00	$ 68,750.00
11	HOT MIX ASPHALT 19 M 64 BASE COURSE (4" THICK)	55.00	T	127.00	$ 6,985.00	$ 515.00	$ 28,325.00
12	RESET MANHOLE, SANITARY SEWER, USING NEW FRAME & GRATE	2.00	UN	1,750.00	$ 3,500.00	$ 2,400.00	$ 4,800.00
13	HOT MIX ASPHALT DRIVEWAY, 2" THICK	30.00	SY	95.00	$ 2,850.00	$ 120.00	$ 3,600.00
14	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	50.00	SY	95.00	$ 4,750.00	$ 275.00	$ 13,750.00
15	CONCRETE SIDEWALK, 4" THICK	765.00	SY	95.00	$ 72,675.00	$ 162.00	$ 123,930.00
16	9" X 18" CONCRETE VERTICAL CURB	1,370.00	LF	41.00	$ 56,170.00	$ 50.00	$ 68,500.00
17	DETECTABLE WARNING SURFACE	8.00	SY	350.00	$ 2,800.00	$ 750.00	$ 6,000.00
18	TRAFFIC STRIPES, 4"	50.00	LF	2.00	$ 100.00	$ 10.00	$ 500.00
19	TRAFFIC STRIPES, 6"	180.00	LF	3.00	$ 540.00	$ 12.00	$ 2,160.00
20	TRAFFIC MARKINGS, SYMBOLS	22.00	SF	10.50	$ 231.00	$ 45.00	$ 990.00
21	TRAFFIC MARKING LINES, 12"	12.00	LF	12.00	$ 144.00	$ 17.00	$ 204.00
22	CURB PAINT	110	LF	4.50	$ 495.00	$ 10.00	$ 1,100.00
23	REGULATORY AND WARNING SIGN	50	SF	70.00	$ 3,500.00	$ 125.00	$ 6,250.00
24	TOPSOIL SPREADING, 4" THICK	205	SY	10.00	$ 2,050.00	$ 15.00	$ 3,075.00
25	FERTILIZING AND SEEDING, TYPE A-3	205	SY	2.50	$ 512.50	$ 15.00	$ 3,075.00
26	STRAW MULCHING	205	SY	2.50	$ 512.50	$ 15.00	$ 3,075.00
27	SANITARY SEWER SPOT REPAIRS - 8" TO 12" PVC SDR 35 (LESS THAN 5' DEEP)	10	LF	280.50	$ 2,805.00	$ 1,950.00	$ 19,500.00
28	VARIABLE HEIGHT 9" WIDE HEADER CURB	100	LF	41.00	$ 4,100.00	$ 100.00	$ 10,000.00
	BASE BID AMOUNT				**$ 271,776.25**		**$ 473,134.00**

ALTERNATE BID A

ITEM NO.	DESCRIPTION	APPROX. QTY	APPROX. UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
30A	MOBILIZATION AND DEMOBILIZATION FOR GROUTING	1	LUMP SUM	25,000.00	$ 25,000.00	$ 385,000.00	$ 385,000.00
31A	CEMENT GROUT	1	CF	500.00	$ 500.00	$ 75.00	$ 75.00
32A	DRILLING HOLE	1	LF	500.00	$ 500.00	$ 155.00	$ 155.00
33A	GROUTING AND DRILLING ALLOWANCE	1	ALLOWANCE	600,000.00	$ 600,000.00	$ 600,000.00	$ 600,000.00
	ALTERNATE BID A AMOUNT				**$ 626,000.00**		**$ 985,230.00**

ALTERNATE BID B

ITEM NO.	DESCRIPTION	APPROX. QTY	APPROX. UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
30B	MOBILIZATION AND DEMOBILIZATION FOR GROUTING	1	LUMP SUM	25,000.00	$ 25,000.00	$ 385,000.00	$ 385,000.00
31B	CEMENT GROUT	1	CF	500.00	$ 500.00	$ 75.00	$ 75.00
32B	DRILLING HOLE	1	LF	500.00	$ 500.00	$ 155.00	$ 155.00
33B	GROUTING AND DRILLING ALLOWANCE	1	ALLOWANCE	500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00
	ALTERNATE BID B AMOUNT				**$ 526,000.00**		**$ 885,230.00**

BID SCENARIOS

Date: 10/06/2026 **Summit Avenue and Lewis Street Improvements Phase 2** **9101063** **Town Of Phillipsburg** **Warren County**	**Engineers Estimate**	**BIDDER NO. 1** Montana Construction Corp. Inc 80 Contant Avenue Lodi NJ, 07644 Lisa S. Ballerini 973-478-5200 lsantaite@montanaconstructioninc.con
BASE BID ONLY	$ 271,776.25	$ 473,134.00
ALTERNATE BID A	$ 626,000.00	$ 985,230.00
ALTERNATE BID B	$ 526,000.00	$ 885,230.00
BASE BID + ALTERNATE BID A	$ 897,776.25	$ 1,458,364.00
BASE BID + ALTERNATE BID A + ALTERNATE BID B	$ 1,423,776.25	$ 2,343,594.00

TIMOTHY M. O'BRIEN

Signature

TIMOTHY M. O'BRIEN

N.J. Professional Engineer Lic. #24GE05442500

R2026-169
RESOLUTION OF THE TOWN OF PHILLIPSBURG,
COUNTY OF WARREN, STATE OF NEW JERSEY,
AUTHORIZING REFUND OF TAX SALE CERTIFICATES

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

Block	Lot	Certificate	Premium	Payable to
1903	7	$ 65.87	$ 8,900.00	CHRISTIANA T C/F FIRSTRUST PO BOX 5021 PHILADELPHIA, PA 19111-5021
2003	11	$ 221.68	$ 1,100.00	PRO CAP 8 LLC PO BOX 774 FORT WASHINGTON, PA 19034
2003	13	$ 462.51	$ 1,100.00	PRO CAP 8 LLC PO BOX 774 FORT WASHINGTON, PA 19034
2406	7	$ 445.26	$ 1,100.00	PRO CAP 8 LLC PO BOX 774 FORT WASHINGTON, PA 19034
2901	3	$ 902.37	$ 1,900.00	PRO CAP 8 LLC PO BOX 774 FORT WASHINGTON, PA 19034
2430	12	$ 137.52	$ 400.00	RTLF-NJ IIB LLC 4247 KINGSVIEW ROAD MOORPARK, CA 93021
3003	14	$ 116.22	$ 300.00	FIG 25 LLC PO BOX 12223 NEWARK, NJ 0710-3411

NOW, THEREFORE, BE IT RESOLVED that the Council of the Town of Phillipsburg, County of Warren, that the foregoing payments be refunded.

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk of the Town of Phillipsburg, County of Warren and State of New Jersey do hereby certify the foregoing to be true and correct copy of a Resolution adopted by Council at a meeting held on November 10, 2026.

_____
Susan Turner, Acting Municipal Clerk

Town Of Phillipsburg

OFFICE OF THE TAX COLLECTOR

120 Filmore Street
PHILLIPSBURG, NJ 08865
Phone 908-454-5500 Ext 307
Fax 908-213-1613

April 8, 2025

Susan,

Please include the following refund for Tax Sale Certificates purchased at the next Council Meeting.

Block	Lot	Certificate	Premium	Payable to
1903	7	$ 65.87	$ 8,900.00	CHRISTIANA T C/F FIRSTRUST PO BOX 5021 PHILADELPHIA, PA 19111-5021
2003	11	$ 221.68	$ 1,100.00	PRO CAP 8 LLC PO BOX 774 FORT WASHINGTON, PA 19034
2003	13	$ 462.51	$ 1,100.00	PRO CAP 8 LLC PO BOX 774 FORT WASHINGTON, PA 19034
2406	7	$ 445.26	$ 1,100.00	PRO CAP 8 LLC PO BOX 774 FORT WASHINGTON, PA 19034
2901	3	$ 902.37	$ 1,900.00	PRO CAP 8 LLC PO BOX 774 FORT WASHINGTON, PA 19034
2430	12	$ 137.52	$ 400.00	RTLF-NJ IIB LLC 4247 KINGSVIEW ROAD MOORPARK, CA 93021
3003	14	$ 116.22	$ 300.00	FIG 25 LLC PO BOX 12223 NEWARK, NJ 0710-3411

Daniele Lattig
Tax Office

RESOLUTION NO. 2026-170

RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF REVENUE IN THE BUDGET OF THE MUNICIPALITY PURSUANT TO THE RELEVANT PROVISIONS OF N.J.S.A. 40A:4-87 (CHAPTER 159, P.L. 1948) – HUDSON STREET PHASE 5

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

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

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that the Director of the Division of Local Government Services is hereby requested to approve the insertion of an item of revenue in the Phillipsburg Town Budget of the year 2026 in the sum of **Two Hundred Sixty One Thousand Three Hundred Seventy Two ($261,372.00)** under Category 3. Miscellaneous – Section F: Special Item of Revenue Anticipated with Prior Written Consent of the Director of Local Government Services – Public and Private Revenues Offset with Appropriations: NJDOT Municipal Aid grant.

BE IT FURTHER RESOLVED that the sum of **Two Hundred Sixty One Thousand Three Hundred Seventy Two ($261,372.00)** be and is hereby appropriated under the caption of: 8. General Appropriations (A) Operations – Excluded from "CAPS" NJDOT Municipal Aid grant..

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk of the Town of Phillipsburg, County of Warren, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution, adopted by the Town Council of the Town of Phillipsburg at a meeting held on November 10, 2026.

_____

Susan Turner, Acting Municipal Clerk

State of New Jersey
DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

FRANCIS K. O'CONNOR
Commissioner

November 17, 2025

The Honorable Randy Piazza
Mayor, Phillipsburg Town
120 Filmore Street
Phillipsburg Town, NJ 08865

Dear Mayor Piazza,

I am pleased to inform you that Phillipsburg Town has been selected to receive funding from the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2026 Municipal Aid Program for LA-2026 MA Phillipsburg Town Hudson Street Phase 5 21 in the amount of $261,372.00.

NJDOT's Municipal Aid Program is a very competitive program. This year the Department received 591 applications requesting more than $363 million. There is $150 million available in funds for this program from the Transportation Trust Fund (TTF) supported by the State gas tax.

As part of the Department's Commitment to Communities, NJDOT provides statewide assistance for local governments for improvements to and preservation of the local transportation network. This network makes up about 90 percent of New Jersey's roadways. The successful completion of your project will help achieve this goal and provide your constituents and everyone that uses local roads with a transportation system that provides the mobility they deserve.

Should you have any questions regarding your grant, please contact the NJDOT Local Aid District Office in your area.

District 1 - Mt. Arlington – 973-810-9120
District 2 - Newark - 862-350-5730
District 3 - Trenton – 609-963-2020
District 4 - Cherry Hill - 856-414-8414

Again, thank you for your support of this program and good luck with your project.

Sincerely,

Francis K. O'Connor

Francis K. O'Connor
Commissioner

cc: Municipal Clerk
Municipal Engineer

RESOLUTION 2026-171

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

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

WHEREAS, said payments were made for the 2026 Tax Sale

NOW, THEREFORE, BE IT RESOLVED that the Council of the Town of Phillipsburg, County of Warren, that the foregoing payments be refunded.

YEAR 2026:

Jollyboy Realty LLC 50 Division St. Ste 501 Somerville, NJ 08876	$ 1,000.00
Brittany Negrin 295 Mercer Street Phillipsburg, NJ 08865	$ 1,500.00
Mina Investments 70 E. Passaic St Rochelle Park, NJ 07662	$ 5,000.00
Bala Partners LLC 1 American Lane Ste 220 Greenwich, CT 06831	$ 15,000.00
Trystone Capital Assets LLC PO Box 1030 Brick, NJ 08723	$ 20,000.00

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk of the Town of Phillipsburg, County of Warren and State of New Jersey do hereby certify the foregoing to be true and correct copy of a Resolution adopted by Council at a meeting held on November 10, 2026.

_____

Susan Turner, Acting Municipal Clerk

Town Of Phillipsburg

OFFICE OF THE TAX COLLECTOR

120 Filmore Street
PHILLIPSBURG, NJ 08865
Phone 908-454-5500 Ext 307
Fax 908-213-1613

November 5, 2026

Susan,

Please include the following Tax Sale deposit refunds at the next Council Meeting.

YEAR 2026:

Jollyboy Realty LLC **50 Division St. Ste 501** **Somerville, NJ 08876**	**$ 1,000.00**
Brittany Negrin **295 Mercer Street** **Phillipsburg, NJ 08865**	**$ 1,500.00**
Mina Investments **70 E. Passaic St** **Rochelle Park, NJ 07662**	**$ 5,000.00**
Bala Partners LLC **1 American Lane Ste 220** **Greenwich, CT 06831**	**$ 15,000.00**
Trystone Capital Assets LLC **PO Box 1030** **Brick, NJ 08723**	**$ 20,000.00**

Daniele Lattig
Tax Office

Resolution No. 2026-172

A RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY, DIRECTING THE LAND USE BOARD TO REVIEW AND ADOPT THE HOUSING ELEMENT AND FAIR SHARE PLAN PREPARED BY VAN CLEEF ENGINEERING

WHEREAS, On March 20, 2024, Governor Murphy signed into law P.L. 2024, c2 which amended the 1985 Fair Housing Act (hereinafter the "Amended FHA"); and by the New Jersey State Legislature established procedures and requirements for the fourth round of affordable housing obligations pursuant to the State's Fair Housing Act; and

WHEREAS, pursuant to the Amended FHA, all municipalities in the State are required to adopt an updated Housing Element and Fair Share Plan to reflect their respective municipalities' plans to satisfy their fair share of regional need for affordable housing; and

WHEREAS, the Land Use Board is tasked with updating the Master Plan and adoption of the Town's Housing Element and Fair Share Plan; and

WHEREAS, the Town Council engaged the services of Van Cleef Engineering Services to perform planning work for the Town of Phillipsburg, and

WHEREAS, Van Cleef Engineering Services has prepared an updated Housing Element and Fair Share Plan, including all required elements and appendices.

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

1. Directing the Land Use Board of the Town of Phillipsburg to perform a review of the Housing Element and Fair Share Plan prepared by Van Cleef Engineering Services.

2. Recommending the Land Use Board, after review and any amendments, adopt the Housing Element and Fair Share Plan prepared by Van Cleef Engineering as an amendment to the Township's Master Plan.

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk for the Town of Phillipsburg, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Town Council at their November 10, 2026 meeting.

_____
Susan Turner, Acting Municipal Clerk

TOWN OF PHILLIPSBURG

COUNTY OF WARREN, STATE OF NEW JERSEY

RESOLUTION NO. R2026-173

RESOLUTION APPROVING THE APPOINTMENT OF TARA GOMEZ AS DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT/URBAN ENTERPRISE ZONE (UEZ) COORDINATOR

WHEREAS, pursuant to Ordinance 2026-16 and the applicable provisions of the Town Code, the Town of Phillipsburg provides for the administration of economic and community development activities, including the Urban Enterprise Zone (UEZ) Program; and

WHEREAS, the New Jersey Urban Enterprise Zone Program requires the designation of a municipal UEZ Coordinator to oversee and coordinate program activities and serve as a liaison with the New Jersey Department of Community Affairs and the Urban Enterprise Zone Authority; and

WHEREAS, the Mayor of the Town of Phillipsburg has designated Tara Gomez to serve as the Town's Department of Economic and Community Development/Urban Enterprise Zone (UEZ) Coordinator, effective December 1, 2026, subject to the advice and consent of the Town Council; and

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey, that the appointment of Tara Gomez as Department of Economic and Community Development/Urban Enterprise Zone (UEZ) Coordinator is hereby approved, effective December 1, 2026.

BE IT FURTHER RESOLVED, that Tara Gomez is hereby recognized as the Town's designated UEZ Coordinator for purposes of the New Jersey Urban Enterprise Zone Program and is authorized to carry out the duties and responsibilities of the position in accordance with applicable State regulations and Town policies.

BE IT FURTHER RESOLVED, that Tara Gomez shall receive an annual stipend of $25,000 for performing the duties and responsibilities of the Department of Economic and Community Development/Urban Enterprise Zone (UEZ) Coordinator, effective December 1, 2026.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to the New Jersey Department of Community Affairs, Urban Enterprise Zone Program, and any other appropriate parties.

CERTIFICATION

I, Susan Turner , Municipal Clerk of the Town of Phillipsburg, County of Warren, State of New Jersey, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Town Council at a meeting held on November 10, 2027.

_____

Susan Turner, Acting Municipal Clerk

TOWN OF PHILLIPSBURG

COUNTY OF WARREN, STATE OF NEW JERSEY

RESOLUTION NO. 2026-173

RESOLUTION APPROVING THE APPOINTMENT OF TARA GOMEZ AS DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT/URBAN ENTERPRISE ZONE (UEZ) COORDINATOR

Appointment of Tara Gomez as the Department of Economic and Community Development/Urban Enterprise Zone (IEZ) program.

Resolution presented at the November 10, 2026 Phillipsburg Town Council Meeting.

Roll Call

Council Member	Yes	No	No Vote	Absent
President Keith Kennedy				
Vice President Lee Clark				
Josh Wanisko				
Bernie Fey				
Ed Saultz				

M=Moved S=Second

Randy Piazza, Jr.
Mayor
120 Filmore Street
Phillipsburg, NJ 08865
908-454-5500 x302
Fax: 908-454-6511
rpiazzajr@phillipsburgnj.org
www.phillipsburgnj.org

November 5, 2026

Town Council
Town of Phillipsburg
120 Filmore Street
Phillipsburg, New Jersey 08865

RE: Appointment of Tara Gomez as Community Development/UEZ Coordinator

Council President and Members of Town Council:

Pursuant to Ordinance 2026-16 and §5-105 of the Town Code, I hereby appoint Tara Gomez to serve as the Urban Enterprise Zone (UEZ) Coordinator for the Town of Phillipsburg, subject to the advice and consent of the Town Council.

In this capacity, Tara will be responsible for assisting with the administration and coordination of the Town's Urban Enterprise Zone program, including working with the New Jersey UEZ Authority, supporting local businesses, and advancing initiatives that promote economic growth and development within the Town.

Tara has been serving in this role in an interim capacity and has already demonstrated her ability to effectively manage the position. She has made significant progress in strengthening communication with the State UEZ program, addressing outstanding matters, and moving initiatives forward. Her knowledge of Town operations, dedication, and strong organizational skills make her well suited to continue serving in this role.

Accordingly, I respectfully submit the appointment of Tara Gomez as UEZ Coordinator to the Town Council for its advice and consent.

Thank you for your consideration.

Sincerely,

Randy Piazza, Jr.
Mayor

RESOLUTION NO. 2026-174

RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING THE PAYOUT OF ACCRUED SICK, VACATION AND COMPENSATORY LEAVE FOR NANCY DEFURIA

WHEREAS, Nancy Defuria retired from the Town of Phillipsburg, effective November 1, 2026; and

WHEREAS, Nancy Defuria is entitled to certain accrued sick, vacation, and compensatory time for which pursuant to Contract, she is entitled to reimbursement; and

WHEREAS, the Town hereby agrees to compensate Nancy Defuria for accumulated sick, vacation, and compensatory time as follows, in accordance with the tabulation made a part hereof and attached hereto.

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

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk of the Town of Phillipsburg, County of Warren, State of New Jersey do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Town Council at its meeting, held on November 10, 2026.

_____

Susan Turner, Acting Municipal Clerk

Nancy Defuria

54,347.54	5	1,750.00	56,097.54	**2,157.60**	26.9700	40.4550

biweekly	daily pay	Total # of sick Days	sick days @ 50%	Total	additional	Total payment
2,157.60	215.760	8.900	4.4500	960.13	0.00	**960.13**
biweekly	**daily pay**		**vacation days @ 8 hrs**			
2,157.60	215.760		23.00	4,962.47	0.00	**4,962.47**
biweekly	**Hourly Rate**		**Comp Time**			
2,157.60	26.9700		0.00	0.00	0.00	**0.00**
						5,922.61

Certification of Funds **17-292-56-025-001** **$** **5,922.61**

RESOLUTION NO. 2026-175

RESOLUTION OF THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, STATE OF NEW JERSEY AUTHORIZING THE PAYOUT OF ACCRUED SICK, VACATION AND COMPENSATORY LEAVE FOR SARGEANT KEVIN HULSE

WHEREAS, Sargeant Kevin Hulse retired from the Town of Phillipsburg, effective October 1, 2026; and

WHEREAS, Sargeant Kevin Hulse has been a member of the Town of Phillipsburg police Department for approximately sixteen (16) years, serving the citizens of the Town of Phillipsburg admirably; and

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

WHEREAS, pursuant to the collective bargaining agreements governing the Town of Phillipsburg, and the laws of the State of New Jersey, the Town hereby agrees to compensate Kevin Hulse for accumulated sick, vacation, and compensatory time as follows, in accordance with the tabulation made a part hereof and attached hereto.

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

CERTIFICATION

I, Susan Turner, Acting Municipal Clerk of the Town of Phillipsburg, County of Warren, State of New Jersey do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Town Council at its meeting, held on November 10, 2026.

_____

Susan Turner, Acting Municipal Clerk

Kevin Hulse

Yearly Base	Longevity	Holiday	Yearly Salary	Biweekly Salary	Hourly Rate	OT Rate
139,834.00	6,500.00	8,442.35	154,776.35	**5,952.94**	74.4117	111.6176

Hulse

biweekly	**daily pay**	**Computed at 11 hrs**	**Total # of sick Days**	**sick days @ 55%**	**Total**	**additional**	**Total payment**
5,952.94	595.294	818.529	56.750	31.2125	25,548.33	200.00	**$ 15,000.00**
biweekly	**daily pay**	**Computed at 12 hrs**		**vacation days @ 12 hrs**			
5,952.94	595.294	892.940		37.00	33,038.80	0.00	**$ 33,038.80**
biweekly	**Hourly Rate**	**Overtime Rate**		**Comp Time**			
5,952.94	74.4117	111.6176		37.25	2,771.84	0.00	**$ 2,771.84**
							$ 50,810.63