City of Clifton
City Council
Regular Meeting Agenda
September 3, 2024
6:30 PM

WORK SESSION

I. PRESENTATION / HEARING / CONFERENCE APPEARANCE(S)

II. ACTION ITEMS

A-	1	Chief Financial Officer Recommends Approving NW Financial Proposal Regarding Unclaimed Property Locator Services
A-	2	Chief Financial Officer Recommends Closing Two Trust Accounts
A-	3	Chief Financial Officer Recommends Approval of Chapter 159 Budget Amendment Resolutions for the 2024 Municipal Budget (R415-R416)
A-	4	Authorization to Approve 2023 Annual Audit (R417)
A-	5	Authorization to Approve Purchasing Ten (10) New 2024 Dodge Durango Pursuit AWD SUVs (WDEE75) off New Jersey State Contract for Police Department (R418)
A-	6	Authorization to Award Contract to Trane to Replace HEPA Filter in Clifton Police Firing Range Via National Co-op Omnia Partners Racine Contract (R419)
A-	7	Authorization to Approve Purchase of Toro Repair Parts for City Owned Lawn Equipment off the Bergen County Cooperative (R420)
A-	8	Authorization to Approve Awarding Contract for Preventative Maintenance and Emergency Repair for Fire Apparatus for the City of Clifton (R421)
A-	9	Authorization to Approve Award of Contract for Purchase of HVAC System to Replace Existing System at Fire Station 4 to Efficient Air Service LLC (R422)
A-	10	Authorization to Approve Awarding Trane U.S Inc for the Maintenance Agreement for the Building Automated System for the Selected City Owned Buildings. (R423)
A-	11	Authorization to Approve Request for Access to Anzaldi Park to Conduct Environmental Investigation (R424)
A-	12	Authorization to Approve Supplemental Funds for Prosecution of Disciplinary Matters Against Employees of the City of Clifton (R425)
A-	13	Authorization to Approve Proposed Amendment to the City's Land Use Code
A-	14	Authorization to Approve Hearing of Anthony's Towing
A-	15	Authorization to Approve Block Party on Churchill Drive - October 5, 2024

A-	16	Authorization to Approve Application to Become a Member of the Disabilities Committee (R429)
A-	17	Authorization to Approve St. Cyril Procession on October 27, 2024
A-	18	Authorization to Approve New Limousine License - Gio Rides LLC (R430)
A-	19	Authorization to Approve Emergency Orders for Various Properties (R431)
A-	20	Authorization to Approve Tax Exempt Veteran (R432)
A-	21	Authorization to Approve Amending Chapter 17 of the Code of the City of Clifton (O7937)

III. DISCUSSION ITEMS/NEW BUSINESS

D-	1	Sidewalks and Trees (No documentation) TL
D-	2	Stopping Workshop Session at 7:30 to go into Executive Session (No documentation) CD
D-	3	Storm Water Utility - JK
D-	4	Creation of a Sidewalk CHIP Program
D-	5	Creation of a Block Party Ordinance

IV. COUNCIL MAIL

CM-	1	2024 Budget Status Reports for Municipal Budget and Sewer Utility Budget
CM-	2	Trust Account Clarification for CFO
CM-	3	Thank You from Lauren Murphy Scholarship Fund

V. CONFIDENTIAL ITEMS / CLOSED SESSION

CON-	1	Applications for Assistant Municipal Judge
CON-	2	City of Clifton and Clifton Station Developers, LLC Redevelopment Agreement - Potential Litigation
CON-	3	Prezioso v. Clifton Arbitration - Potential Litigation
CON-	4	Sidewalk Liability Claims - Legal Opinion
CON-	5	Developer Agreement - PB Nutclif Master, LLC, 310 Kingsland Avenue (R427)
CON-	6	Reconsideration of Resolution R356-24 Legal Counsel to Handle Independent Investigation Services

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REGULAR MEETING

I. CALL TO ORDER / ROLL CALL / INVOCATION / PLEDGE TO THE FLAG

Father Oleksii - Holy Ascension

II. PUBLIC HEARING

III. PRESENTATION

IV. APPROVAL OF MINUTES

Minutes of Workshop Meeting of August 20, 2024

Minutes of Executive Session of August 20, 2024

Minutes of Regular Meeting of August 20, 2024

V. COMMUNICATIONS FROM THE CITY MANAGER

C- 1 Ariel Alvarez, Public Safety, Hired as Firefighter, effective August 26, 2024 at $43,190.00 annually.

C- 2 Steven Blanchard, Public Safety, Hired as Firefighter, effective August 26, 2024 at $43,190.00 annually.

C- 3 Michael Wolf, Public Safety, Hired as Firefighter, effective August 26, 2024 at $43,190.00 annually.

C- 4 Austin Reza, Public Safety, Hired as Firefighter, effective August 26, 2024 at $43,190.00 annually.

C- 5 Nico Desousa, Public Safety, Hired as Firefighter, effective August 26, 2024 at $43,190.00 annually.

C- 6 Thomas McNulty, Public Safety, Hired as Firefighter, effective August 26, 2024 at $43,190.00 annually.

C- 7 Christine LaMonica, Public Safety, resigned position of School Traffic Guard, effective August 26, 2024.

C- 8 Karen Wilk, Public Safety, retired position of School Traffic Guard, effective September 1, 2024.

VI. COMMUNICATIONS - MEETING MINUTES

C- 9 Minutes of Planning Board of August 22, 2024

C- 10 Minutes of Special Meeting of Disabilities Committee of August 19, 2024

VII. ORDINANCE - SECOND READING

VIII. ORDINANCE - FIRST READING

O- 7933-24 An Ordinance to Amend, Revise and Supplement Chapter 367 of the Code of the City of Clifton Entitled "Retail Food Estabishments" at Various Locations (Revises Licensing Provisions to Add Section for Temporary Food Establishments)

O- 7934-24 A Capital Ordinance Appropriating $680,000.00 from the General Capital - Fund Balance for Public Improvements in and for the City of Clifton, County of Passaic, State of New Jersey

O- 7935-24 A Capital Ordinance Appropriating $640,000.00 from the Sewer Utility Capital - Fund Balance for Public Improvements in and for the City of Clifton, County of Passaic, State of New Jersey

O- 7936-24 An Ordinance to Amend, Revise and Supplement Chapter 461 of the Code of the City of Clifton, Entitled "Zoning", More Particularly Article XI Thereof, Entitled "Definitions and Word Usage", Section 461-64, Entitled "Definitions" (Amends Definition of Height of Building)

O- 7937-24 An Ordinance to Amend, Revise and Supplement Chapter 17 of the Code of the City of Clifton Entitled "Clifton Arts Center Gallery and Sculpture Park Committee" at Section 17-1 and Section 17-2 (Increases Board Membership to Include a Representative From Montclair State University)

O- 7938-24 Bond Ordinance Providing for Various 2024 Capital Improvements, by and in

the City of Clifton, in the County of Passaic, State of New Jersey Appropriating $18,000,000 Therefor and Authorizing the Issuance of $17,139,100 Bonds or Notes of the City to Finance Part Of the Cost Thereof

O- 7939-24 Bond Ordinance Providing for Various Sewer Utility Capital Improvements in and by the City of Clifton, County of Passaic, State of New Jersey Appropriating $8,050,000 Therefor and Authorizing the Issuance of $8,050,000 Bonds or Notes to Finance the Cost Thereof

IX. FLOOR TO MEMBERS OF THE PUBLIC

X. CITY MANAGER PRIVILEGE/Respond to Public Questions

XI. COMMITTEE REPORTS

XII. COUNCIL PRIVILEGE

XIII. RESOLUTIONS

R 413-24 Resolution: Approve Claims List Resolution for the September 3, 2024, City Council Meeting

R 414-24 Resolution for Reclassification of Payments

R 415-24 Resolution - Chapter 159 Resolution to Amend the 2024 Municipal Budget to Include Grant - $168,049.00 NJACCHO Sustaining Local Public Health

R 416-24 Resolution - Chapter 159 Resolution to Amend the 2024 Municipal Budget to Include Grant - $45,150.00 Safe & Secure Communities

R 417-24 Resolution of the Governing Body Certification of the Annual Audit

R 418-24 Resolution Authorizing Purchase of Ten (10) New 2024 Dodge Durango Pursuit AWD Vehicles (WDEE75) for Clifton Police Department off New Jersey State Contact Pursuant to N.J.S.A. 40A:11-12a

R 419-24 Resolution to Award Contract to Trane to Replace HEPA Filter in Clifton Police Firing Range via National Co-Op OMNIA Partners Racine Contract (Police Department)

R 420-24 Resolution Authorizing the Purchase of Equipment Repair Parts and Services for Wide Area Lawnmower off the Bergen County Co-Op (DPW)

R 421-24 Resolution Authorizing Award of Contract for Preventative Maintenance and Emergency Repair for Fire Apparatus for the City of Clifton

R 422-24 Resolution to Award Contract to Efficient Air Service LLC for the Purchase of HVAC System at Fire Station #4 for the City of Clifton

R 423-24 Resolution to Award Contract to Trane US, Inc. for the Maintenance of HVAC Building Automated System for City Owned Buildings

R 424-24 Resolution Approving Access Agreement with Newfields, LLC Allowing Access to Anzaldi Park for Soil and Groundwater Testing

R 425-24 Resolution Authorizing Supplemental Funds for Professional Services to Adams, Lattibourdere, Croot & Herman, for Prosecution of Disciplinary Matters Against Employees of the City of Clifton

R 426-24 Resolution Authorizing Entertainment License for Madin S. Bawwab, MRM Lebanese Cuisine, Inc., d/b/a Beirut Lebanese Cuisine at 1543 Main Avenue

R	427-24	Resolution Approving Developer Agreement Between the City of Clifton and PB Nutclif Master, LLC
R	428-24	Resolution Moving Alternate Members of the Clifton Zoning Board of Adjustment
R	429-24	Resolution for Appointment to the Advisory Committee for Individuals with Disabilities
R	430-24	Resolution Authorizing New Limousine License - Gio Rides LLC
R	431-24	Resolution Authorizing Tax Collector to Lien Properties and Bill Property Owners and Collect for Reimbursement of Expenditures Made by City of Clifton for Emergency Order Clean-Ups
R	432-24	Resolution Authorizing the Cancellation of 50% of the Taxes and Refund of 50% of a Portion of the 2023 Third Quarter Taxes, a 50% Refund of the 2023 Fourth Quarter Taxes, a 50% of the 2024 First Quarter Taxes, a 50% of the 2024 2nd Quarter Taxes and a 50% Refund of the 2024 3rd Quarter Taxes for Block 21.02, Lot 68, 434 Highland Avenue, Owned by Disable Veteran

XIV. LICENSES

L-	1	Daisy Mini Mart
L-	2	Ak Cafe
L-	3	Muscle Maker Grill

ITEM NUMBER: A- 1

ITEM NAME: Chief Financial Officer Recommends Approving NW Financial Proposal Regarding Unclaimed Property Locator Services

RECOMMENDATION: Approve

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/15/2024	Cover Memo

NW FINANCIAL GROUP, LLC
Exceeding Expectations

522 Broad Street
Bloomfield, NJ 07003

Tel (201) 656-0115
Fax (201) 656-4905
www.nwfinancial.com

August 13, 2024

Joseph Kunz
Chief Financial Officer
City of Clifton
900 Clifton Avenue
Clifton, NJ 07013

Re: Proposal to Provide Unclaimed Property Locator Services

Dear Mr. Kunz:

NW Financial Group, LLC ("NW Financial") is grateful to the City of Clifton (the "City") for their consideration to allow NW Financial to provide Unclaimed Property Locator Services. The New Jersey Department of the Treasury's Unclaimed Property Administration ("NJUPA") recovers and records abandoned or lost intangible and tangible property. Financial accounts or items of value in which the owner has not initiated any activity for a number of years and the company cannot locate the owner, are submitted to the state.

NW Financial is uniquely qualified to assist the City with the following:

- Identify all relevant unclaimed property records within the NJUPA database.
  - NW Financial has exclusive access to the backend of the database, allowing for broader search parameters to identify otherwise unidentifiable records.
- Submit the initial claim on behalf of the City, if authorized.
- Once the claim form is received from the NJUPA, provide a summary of each record, including total amounts owed.
- Take the lead on compiling and submitting all required documentation to receive payment from the NJUPA. The required documentation includes:
  - Photo ID of Applicant (Employee ID preferred, if applicable)
  - Confirmation of Tax ID (W9 or other document)
  - Authorization Letter (Will be provided by NW)
  - Signed and Notarized Claim Form

As compensation for these services, NW Financial will receive ten (10%) percent of the value recovered on behalf of the City. This compensation shall not be payable unless, and until, the unclaimed property is received by the City.

Very truly yours,

Heather Litzebauer

Heather Litzebauer
Managing Director

Kunz, Joseph

From: Daniel Banker <[redacted]>
Sent: Tuesday, August 13, 2024 2:27 PM
To: Kunz, Joseph
Cc: Litzebauer, Heather
Subject: City of Clifton - Unclaimed Property Proposal
Attachments: City of Clifton - Unclaimed Property Proposal (8.13.24).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated outside the City of Clifton's email system.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Joe,

As discussed earlier, please see attached for the Unclaimed Property Locator Services proposal.

If the City decides to move forward, see below for the information we'll need from the City to submit the initial claims:

- Contact Person Name
- Contact Person Phone
- Contact Person Email
- Mailing Address (Where checks will be mailed)
- Tax ID

Please let me know if you have any additional questions.

Thanks.

Daniel S. Banker
Managing Director

Phone: 201-656-0115
Mobile: 973-699-0689
Email: [redacted]

NW Financial Group, LLC
522 Broad Street
Bloomfield, NJ 07003

www.nwfinancial.com

ITEM NUMBER: A- 2

ITEM NAME: Chief Financial Officer Recommends Closing Two Trust Accounts
RECOMMENDATION: Approve

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/15/2024	Cover Memo

City of Clifton
Department of Finance

Clifton Finance Department
Custodian of the Tax Payer's Money

INTEROFFICE MEMORANDUM

TO: Dominick Villano, City Manager

CC: Mayor and City Council
Municipal Auditors

Joseph Kunz

FROM: Joseph D. Kunz, Chief Financial Officer

DATE: August 15, 2024

SUBJECT: Revolving Loan Trust and Housing Reserve Accounts

The City of Clifton has two trust accounts that are no longer required. The first is the City's Revolving Loan Trust Account which was set up when the Federal Government funded and allowed Cities to make loans (UDAG) to businesses to better the Community. This Federal Program has not been in existence for years. The mechanism the City had for issuing these loans also is no longer in existence.

The Second is an old housing reserve trust account that is no longer utilized. The Housing Reserve (old Section 8) Trust Account was set up when a Federal Government Policy was ending, by a former Supervisor in the City's Section 8 Department. This program as well, has not been in existence for years. The balance of this Account is part of the City's Trust / Other Bank Account that has, for the most part, stayed dormant for many years. The City did use this account to loan the Clifton Main Mews to make repairs to the Senior Housing Complex after Tropical Storm Ida. These funds have been paid back in full to the City.

I have spoken to our former CDBG Director, and she does not even know who or where the City could get further information and guidance on these programs. The City's CDBG and Section 8 professionals also do not know about these old programs or who to contact.

There is roughly $500,000 sitting in our Revolving Loan Trust Account and $1,000,000 sitting in our Housing Reserve Trust Account. The City is collecting interest on the balance of the Revolving Loan Account, but it remains in this account, as it was established. The Housing Reserve Trust Account also collects interest, but since it is in our Trust / Other Bank Account, the interest earned is part of the Interest Income Revenue as part of the annual budget.

My recommendation to the City Council is that the City Council pass two separate resolutions to close both accounts and place the trust account balances into our Current Fund Balance for future use. A Resolution is required to close these accounts.

ITEM NUMBER: A- 3

ITEM NAME: Chief Financial Officer Recommends Approval of Chapter 159 Budget Amendment Resolutions for the 2024 Municipal Budget (R415-R416)

RECOMMENDATION: Approve

SUMMARY:

To: Dominick Villano, City Manager
CC: Mayor and City Council
On the City Council Agenda this evening are two (2) Chapter 159 Resolutions for the City Council's approval.
These Grant awards came in after the 2024 Municipal Budget was introduced, and now need to be included into the adopted 2024 Municipal Budget.
To be included in the 2024 Municipal Budget, these Resolutions all require four (4) affirmative votes to pass and be submitted to the State for approval.
For the City Council's Approval are:
1. NJACCHO Sustaining Local Public Health Infrastructure Grant - $168,049.00
2. Safe & Secure Communities Program - $45,150.00

Thank you for the anticipated passage of these important Chapter 159 Resolution, so our departments may start to spend these grant funds.
Respectfully submitted,
Joseph D. Kunz, Chief Financial Officer

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: A- 4

ITEM NAME: Authorization to Approve 2023 Annual Audit (R417)
RECOMMENDATION:

SUMMARY:
The Annual Audit for 2023 was given to Council in the Council packets. A Resolution and Certification appear on tonight's Agenda.
The Certification is in the Pass Around folder for Council to sign only saying that they received the Audit.

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: A- 5

ITEM NAME: Authorization to Approve Purchasing Ten (10) New 2024 Dodge Durango Pursuit AWD SUVs (WDEE75) off New Jersey State Contract for Police Department (R418)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo from PD And Quote	8/23/2024	Cover Memo
🗋	Memo from Purchasing Agent	8/26/2024	Cover Memo

Thomas Rinaldi
Chief of Police

City of Clifton
POLICE DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY
Office: 973-470-2044 Fax: 973-470-2023
Email: dbrodie@cliftonpolice.org
TECHNICAL SERVICES DIVISION

Darren Brodie
Commander

To: City Manager Dominick Villano

From: Lt. Darren Brodie #02265

Subject: 2024 Fleet Purchase

Date: August 13, 2024

Sir,

There is a need for the Clifton Police Department to replace the front-line Patrol Vehicles due to the regular 24/7 use and the accompanying wear and tear. A quote from Nielsen of Morristown for ten 2024 Dodge Durango Pursuit AWD SUV's (WDEE75) was obtained. The pricing is $41,891.25 per vehicle through New Jersey State Contract 23-FLEET-34933 with the options necessary for the Police Department.

I am including the vehicle quote from Nielsen of Morristown totaling $418,912.50 for ten vehicles off New Jersey State Contract 23-FLEET-34933. Funding for this purchase is from Account #01-201-31-458-251 "Purchase of Vehicles".

With this submission, we cordially request the City's Purchasing Agent to please draft a resolution for the agenda.

Respectfully,

Lt. Darren Brodie

CHRYSLER DODGE Jeep RAM Quote

NIELSEN OF MORRISTOWN

200 Ridgedale Ave.
Morristown, NJ 07960

To:	From: Brooks Buxton Phone/Fax: (973) 319- 7000 / (973) 884-2650
	Vehicle Pick Up Location **Nielsen Fleet** **31 Williams Parkway** **East Hanover, NJ 07936**

2024 Dodge Durango (WDEE75) Pursuit AWD
STATE OF NEW JERSEY
CONTRACT # 23-FLEET-34933

Mechanical
Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
Transmission: 8-Speed Automatic (850RE) (STD)
3.45 Rear Axle Ratio (STD)
GVWR: 6,500 lbs (STD)
50 State Emissions

Transmission w/Sequential Shift Control
Full-Time All-Wheel
Engine Oil Cooler
650CCA Maintenance-Free Battery w/Run Down Protection
220 Amp Alternator
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
Police/Fire
1650# Maximum Payload
Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers
Nivomat Suspension
Front And Rear Anti-Roll Bars
HD Suspension

Electric Power-Assist Speed-Sensing Steering

24.6 Gal. Fuel Tank
Single Stainless Steel Exhaust
Permanent Locking Hubs
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Exterior
Wheels: 18" x 8.0" Black Steel (STD)
Wheels w/Chrome Hub Covers
Entertainment cont.
SiriusXM Radio Service
Integrated Voice Command w/Bluetooth
6 Speakers
Streaming Audio
2 LCD Monitors In The Front

Exterior cont.
Tires: 255/60R18 On/Off Road
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent

Body-Colored Rear Step Bumper w/Colored Rub Strip/Fascia Accent
Chrome Bodyside Insert and Colored Wheel Well Trim
Black Side Windows Trim
Body-Colored Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels

Lip Spoiler
Black Grille
Front License Plate Bracket
Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off
Perimeter/Approach Lights
LED Brakelights
Laminated Glass
Entertainment
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System
Radio: Uconnect 4 w/8.4" Display
GPS Antenna Input
SiriusXM Satellite Radio
Interior cont.
Integrated Center Stack Radio
Google Android Auto
USB Host Flip
Apple CarPlay
For More Info, Call 800-643-2112

Interior

Front Seats w/Power 4-Way Driver Lumbar

12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat

60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Leather/Metal-Look Steering Wheel
Front Cupholder

Rear Cupholder
Compass

Proximity Key For Doors And Push Button Start

Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button

Remote Releases -Inc: Power Fuel
Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls
HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts
Illuminated Locking Glove Box
Driver Foot Rest
Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat
Interior Trim -inc: Leatherette Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents
Full Cloth Headliner
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim
Cargo Area Concealed Storage
Cargo Space Lights
FOB Controls -inc: Cargo Access and Windows

Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Systems Monitor

Redundant Digital Speedometer

Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
#7 Seat Foam Cushion

Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints
Front Center Armrest w/Storage and Rear Center Armrest

Sentry Key Immobilizer

3 12V DC Power Outlets

Air Filtration

Safety-Mechanical
Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior
Side Impact Beams
Safety-Interior
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
ParkSense with Stop Rear Parking Sensors

Blind Spot Detection Blind Spot
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags

Curtain 1st, 2nd And 3rd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
ParkView Back-Up Camera

CHRYSLER DODGE Jeep RAM Quote

NIELSEN OF MORRISTOWN

200 Ridgedale Ave.
Morristown, NJ 07960

2024 Dodge Durango (WDEE75) Pursuit AWD
STATE OF NEW JERSEY
CONTRACT # 23-FLEET-34933

	BASE PRICE	**$**	**40,121.00**

Factory Options

	Item		Price
PCQ	Exterior Color: Night Moves	$	395.00
C5X9	Black, Cloth Bucket Seats w/Rear Cloth -inc: Vinyl 2nd Row Seat	$	-
ADL	Skid Plate Group inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Fuel Tank Skid Plate Shield, Underbody Skid Plate	$	350.00
LNF	Black Left Spot Lamp LED	$	640.00
CW6	Deactivate Rear Doors/Windows	$	90.00
GXE	Entire Fleet Alike Key (FREQ 3)	$	350.00

Options	$	1,825.00
Options % off		3.00%
Factory Option Total		**$1,770.25**

Vehicel Total	**$**	**41,891.25**
Total for (10) Vehicles	**$**	**418,912.50**

Date: 7/29/2024

City of Clifton
Finance Department

INTEROFFICE MEMORANDUM

To: Dominick Villano, City Manager

From: Amisha J. Jariwala, Purchasing Agent

Date: August 26,2024

Re: Authorizing Purchase Of Ten (10) New 2024 Dodge Durango Pursuit Vehicles AWD Off New Jersey State Contract

Clifton Police Department has obtained quotes from Nielsen of Morristown for Purchase of Ten (10) 2024 Dodge Durango Pursuit vehicles at $41,891.25 per vehicle, off of New Jersey State Contract 23-Fleet-34933 in a not to exceed total amount of $418,912.50

Nielsen Ford of Morristown, Inc., 170 Ridgedale Avenue, Morristown NJ 07960 has been awarded New Jersey State Contract No. 23-FLEET-34933 - T2776 Police Pursuit and Special Service Vehicles: Gasoline, Hybrid and Plug-In Hybrid Engines, which expires on June 17, 2025.

Resolution appears on the agenda.

Respectfully Submitted,

Amisha J. Jariwala, QPA
Qualified Purchasing Agent

ITEM NUMBER: A- 6

ITEM NAME: Authorization to Award Contract to Trane to Replace HEPA Filter in Clifton Police Firing Range Via National Co-op Omnia Partners Racine Contract (R419)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo from Purchasing Agent	8/26/2024	Cover Memo
🗋	Memo from DPW Director	8/26/2024	Cover Memo
🗋	Quote From Trane via OMNIA RACINE 3341	8/26/2024	Cover Memo

City of Clifton
Finance Department

INTEROFFICE MEMORANDUM

To: Dominick Villano, City Manager

From: Amisha Jariwala, QPA

Date: August 26,2024

Re: Award of Contract via National Cooperative Contract for Replacement of HEPA filters at the Clifton Department Firing Range

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Pursuant to resolution 225-24 of May 7,2024, this request is to award a contract for replacement of HEPA Filters at Clifton Police department Firing Range under the national cooperative purchasing agreement with Omnia Partners, formerly U.S. Communities, for HVAC Products, Installation, Services and Related Products and Services, from Trane U.S. Inc., 19 Chapin Road, Bldg. B, Suite 200, Pine Brook, NJ 07058, submitted in response to the Harford County Public Schools, Maryland Request for Proposals for HVAC Products, Installation, Services and Related Products and Services (Racine Contract #3341). The required 10-day period for comments ended May 28,2024, with no comments submitted.

The City has previously installed Trane U.S. Inc. HVAC and BAS equipment at the Firing Range and there are no comparable NJ State contracts or NJ-based regional cooperative contracts available for consideration for the replacement of the HEPA Filters in the Clifton Firing Range for Trane Equipment.

The Purchasing Agent and DPW Director concur that it is in the City's best interest to utilize the Omnia Partners national cooperative contract and has followed all the applicable guidelines stipulated by the Department of Community Affairs, Division of Local Government Services as outlined in LFN 2012-20.

The not to exceed amount for the Trane U.S., Inc. to replace HEPA Filters in Police Firing Range shall be $27,950.00, to be funded via the following accounts:

• 01-210-26-290-405- Maintenance and Repairs

A Resolution appears on the agenda.

Respectfully Submitted,

Amisha Jariwala, QPA
Qualified Purchasing Agent

City of Clifton
Department of Public Works

INTEROFFICE MEMORANDUM

To: Dominick Villano, City Manager

CC: Amisha Jariwala, Purchasing Agent

CC: Joseph Kunz, Chief Financial Officer

From: Jason Vanwinkle, Director of Public Works

Date: August 22, 2024

Re: Authorization to Replace HEPA Filters at the Police Department Firing Range

Please accept this memo as my request for Council Approval to Have the Trane Company Replace the HEPA filters at the Clifton Police Department Firing Range. These Filters have outlived their useful effectiveness and need to be replaced so they may be able to provide the correct air flow to keep harmful toxins and lead away from the officers while they Train and Qualify.

Trane Has factory trained personnel to perform this work. This work is beyond the scope of work for DPW personnel due to the nature of how and what these filters will contain when removed.

Trane is located at 19 Chapin Road, Pinebrook, NJ.07058

This work is covered under National Coop Omnia Racine #3341

The cost for the Leak Search Diagnoses will be $27,950.00.

Funding for this work is Available in the Operating Account 01-201-26-290-405 Maintenance and Repairs.

Accordingly, I Kindly ask that Purchasing Agent Amisha Jariwala will prepare the applicable Resolution.

Trane U.S. Inc.
19 Chapin Road, Bldg B, Suite 200
Pine Brook, NJ 07058
Phone: (973) 244-7707
Fax: (973) 887-8844
Service Contact: (973) 244-7010

August 16, 2024

Jason Van Winkle
Director of Public Works
307 East 7th Street
Clifton, NJ 07013-0701
973-470-2237
Jvanwinkle@cliftonnj.org

Site Address:
Clifton Police Firing Range
144 Main Ave
Clifton, NJ 07014

PROJECT NAME: Clifton Firing Range- Replace Exhaust Fan HEPAs
CO-OP QUOTE NUMBER: B6-28-10019-23-002
CO-OP OR FEDERAL CONTRACT ID: OMNIA Racine #3341

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

Clifton Police Firing Range

SCOPE OF SERVICE

Take static pressure readings
Perform (1) BIBO HEPA Filter Change-out on (1) 3Hx3W HEPA Exhaust Unit.
Retake static pressure readings and check operation
Turnover removed filters to customer for customer disposal

Note- Current lead time for filters is (10-12) weeks and subject to change
Note- Disposal of used filers is by customer and not by Trane

PRICING AND ACCEPTANCE

TOTAL PRICE:.....$27,950.00 USD

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from August 16, 2024.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Dario Blazek
Account Manager

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E-mail: Dario.Blazek@trane.com
Cell: (973) 975-2627

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE
_____ Authorized Representative
_____ Printed Name
_____ Title
_____ Purchase Order
_____ Acceptance Date

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TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

(a) Any guarantee of room conditions or system performance;

(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminates or airborne biological agents; and
(e) Replacement of refrigerant is excluded,unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.**

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY,OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and

(5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)
Supersedes 1-10.48 (0720)

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TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team-oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

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MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

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ITEM NUMBER: A- 7

ITEM NAME: Authorization to Approve Purchase of Toro Repair Parts for City Owned Lawn Equipment off the Bergen County Cooperative (R420)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo from Purchasing Agent	8/28/2024	Cover Memo
🗋	Memo from DPW	8/28/2024	Cover Memo

City of Clifton
Finance Department

INTEROFFICE MEMORANDUM

To: Dominick Villano, City Manager

From: Amisha Jariwala, QPA

Date: August 28, 2024

Re: Authorizing procurement of Equipment Repairs Parts and Service via Bergen County Cooperative for Wide Area Lawnmowers for Department of Public Works

---

The Bergen County Cooperative Pricing System (#CK04-BERGEN) has awarded a contract to Storr Tractor Company for Equipment Repairs Parts and Service, BC-BID-23-52, through to February 6, 2026.

The City has expended around $30,000 in 2023 with Storr Tractor Company for repairs. The City's Qualified Purchasing Agent requests authorization to purchase Equipment Repairs Parts and Services via Bergen County Cooperative BC-BID-23-52 for Wide Area Lawnmowers from Storr Tractor Company, located at 3191 US 22 Branchburg, NJ 08876, at a cost not to exceed $35,000 through to August 2025.

A Resolution appears on the agenda.

Respectfully Submitted,

Amisha J. Jariwala, QPA
Qualified Purchasing Agent

City of Clifton
Department of Public Works

INTEROFFICE MEMORANDUM

To: Dominick Villano, City Manager

CC: Amisha Jariwala, Purchasing Agent

CC: Joseph Kunz, Chief Financial Officer

From: Jason Vanwinkle, Director of Public Works

Date: August 28, 2024

Re: Authorization to purchase Toro repair parts for City owned lawn equipment.

Please accept this memo as my request for Council Approval to Purchase Toro repair parts for All City Owned Lawn Equipment from 08/28/2024 – 08/28/2025 in the amount not to exceed $35,000.

These parts will be purchased from Storr Tractor Company, located at 3191 U.S. Highway 22 Branchburg, NJ 08866.

These Parts are Covered on Local Cooperative of Bergen County, BC-BID-23-52, which expires on 02/06/2026.

Funding for these items is Available in the Operating Account 01-201-26-315-200 Vehicle Maintenance Expenses.

Accordingly, I Kindly ask that Purchasing Agent Amisha Jariwala will prepare the applicable Resolution.

ITEM NUMBER: A- 8

ITEM NAME: Authorization to Approve Awarding Contract for Preventative Maintenance and Emergency Repair for Fire Apparatus for the City of Clifton (R421)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo from Acting Fire Chief	8/28/2024	Cover Memo
🗋	Memo from Purchasing Agent	8/29/2024	Cover Memo
🗋	Unofficial Bid Results	8/29/2024	Cover Memo

City of Clifton

DEPARTMENT OF FIRE
FIRE HEADQUARTERS
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

William LeGates
Acting Fire Chief

(973) 470-5803
FAX (973) 470-5844
CELL (973)-652-6071

To: Amisha Jariwala
From: William LeGates, Acting Fire Chief

Date: 8/19/2024

Re: Preventative maintenance contract.

The Clifton Fire Department is requesting that FF 1, located at 34 Wilson Drive, Sparta NJ 07871, will be used for preventative maintenance and emergency apparatus repair.

Thank you,

William LeGates
Acting Fire Chief

City of Clifton
Finance Department
ajariwala@cliftonnj.org

INTEROFFICE MEMORANDUM

To: Dominick Villano, City Manager

From: Amisha Jariwala, Purchasing Agent

Date: August 29, 2024

Re: Authorization to Contract Award for Preventative Maintenance and Emergency Repair for Fire Apparatus

---

The current contract for Preventative Maintenance and Emergency Repair for Fire Apparatus expired on July 31,2024. On July 30, 2024, the City of Clifton solicited bids for the same and two bidders responded:-

- Fire and Safety Services, South Plainfield NJ
- FF1 Apparatus LLC, Sparta NJ

FF1 Apparatus LLC located at 34 Wilson Drive, Sparta NJ, was deemed the lowest responsive and responsible bidder. The bids were reviewed by Acting Fire Chief and the attorney, Fire Chief William Legates recommends that contract can be awarded to FF1 Apparatus LLC in an amount not to exceed $95,000. The contract amount expended for this bid in 2023 was around $85000.00. The term of the contract shall commence on August 1, 2024, and end on July 31, 2026 as follows:

1. **Repair (emergency and/or non-emergency)**
    a. Labor Hourly Rate = $125.00 per hour
2. **Annual Preventative Maintenance Chassis Service**
    a. $995.00 per unit
3. **Annual Pump Service/Maintenance – Other**
    a. $495.00 per unit
4. **Annual Pump Service/Maintenance – Pierce**
    a. $495.00 per unit
5. **Annual Aerial Ladder Preventative Maintenance Services – Other**
    a. $1,595.00 per unit
6. **Annual Aerial Ladder Preventative Maintenance Services – Pierce**
    a. $1,595.00 per unit
7. **Percentage Markup for Parts above Dealer's Cost**
    a. 20%

Resolution appears on the agenda.

Respectfully submitted,

Amisha Jariwala, QPA

Preventative Maintenance and Emergency Repairs for Fire Apparatus Services				UNOFFICIAL BID RESULTS					
BIDS RECEIVED: JULY 30, 2024 AT 11:00 AM									
		Item #1	Item #2	Item #3	Item #4	Item #5	Item #6	Item #7	
		Repair (emergency and/or non-emergency) /hour	**Annual Preventative Maintenance Chassis Service**	**Annual Pump Service/Maintenance – Other**	**Annual Pump Service/Maintenance – Pierce**	**Annual Aerial Ladder Preventative Maintenance Services – Other**	**Annual Aerial Ladder Preventative Maintenance Services – Pierce**	**Percentage Markup for Parts above Dealer's cost**	
	TOTAL BID	1	1	1	1	1	1	1	
CONTRACTOR	**ITEMS 2 - 6**	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	Lump Sum	%	
Fire and Safety Services		$ 105.00	$ 2,250.00	$ 550.00	$ 550.00	$ 2,800.00	$ 2,800.00	20%	
South Plainfield NJ	$ 8,950.00	$ 105.00	$ 2,250.00	$ 550.00	$ 550.00	$ 2,800.00	$ 2,800.00	20%	
FF1 LLC		$ 125.00	$ 995.00	$ 495.00	$ 495.00	$ 1,595.00	$ 1,595.00	20%	
Sparta, NJ 07871	$ 5,175.00	$ 125.00	$ 995.00	$ 495.00	$ 495.00	$ 1,595.00	$ 1,595.00	20%	

ITEM NUMBER: A- 9

ITEM NAME: Authorization to Approve Award of Contract for Purchase of HVAC System to Replace Existing System at Fire Station 4 to Efficient Air Service LLC (R422)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo from DPW Director	8/29/2024	Cover Memo
🗋	Proposal from Efficient Air Service LLC and Total Mechanical Systems	8/29/2024	Cover Memo

City of Clifton
Department of Public Works

INTEROFFICE MEMORANDUM

To: Dominick Villano, City Manager

CC: Amisha Jariwala, Purchasing Agent

CC: Joseph Kunz, Chief Financial Officer

From: Jason Vanwinkle, Director of Public Works

Date: August 23, 2024

Re: Authorization to Replace HVAC System at Fire Station # 4

Please accept this memo as my request for Council Approval to replace the HVAC System at Fire Station # 4. The current HVAC system was installed about 10 years ago and for the past few years has been working efficiently. The in-house DPW HVAC technician has been constantly chasing a refrigerant issue with this unit which was causing the unit to freeze up and not work properly. It was determined that there was nothing else that could be done but to replace the unit.

We solicited 2 vendors to come in and give us a proposal to replace the unit. While the one vendor was looking at the system, it was identified that the current system is not sized properly and that is what was giving us most of the problems. Installing a new system and having it correctly sized will give us many more years of useful service

The 2 solicited quotes are as follows.

- Efficient Air Service LLC $23,414.00
- Total Mechanical Systems $26,223.00

The Public Works Department recommends using Efficient Air Service to replace the HVAC system at Fire Station # 4.

Efficient Air Service is located at 109, Route 23 South, Riverdale, NJ, 07457. NJ master HVACR License 19HC00433900

Funding for these items is Available in the Firehouse Improvement Account 04-215-55-975-301.

Accordingly, I Kindly ask that Purchasing Agent Amisha Jariwala will prepare the applicable Resolution.

Efficient Air Service, LLC

CALL US TODAY
(973) 237-1500

Your Proposal
Silver

City Of Clifton DPW

Address: 144 Main Avenue Clifton, NJ 07014

Phone: (973) 390-0185

Email: jvanwinkle@cliftonnj.org

Consultation Code: ENGXA806V

Date Presented: Aug 7, 2024

Expiration Date: Sep 6, 2024

Presented by: Albert Balonze

Phone: (973) 237-1500

Email: al@efficientairservice.com

Next Steps

1. Review your proposal below
2. Scroll down to easily

Review Terms And Sign Proposal

About Us

At Efficient Air, we pride ourselves on perfect installation and repair at a great price. Don't compromise quality and service - when you choose the experts at Efficient Air, you can count on our team to make the best recommendations for your home, and to do the job right the first time. We're dedicated to your comfort and safety, and promise 100% satisfaction with every job.

Choose honesty, integrity, and the highest quality. Your family deserves the best possible comfort - we can help you make that happen.

NJ Master HVACR License #: 19HC00433900

System

Bryant Preferred 127T AC 5 Ton

AHRI Matched

AHRI#: 213251643 | CC: 58000

AHRI#: 213251643 | CC: 58000 | SEER2: 16 | EER2: 12.5

Subtotal: **$23,414.00**
See total investment below

EQUIPMENT 2 ITEMS

Category: Condenser

Name: Bryant® Preferred - 5 Ton Up to 16 SEER2 Residential 2-Stage Air Conditioner Condensing Unit

Number:

Category: Fan Coil

Name: 5 Ton Residential Fan Coil with InteliSense Technology

Number:

INCLUDES 4 ITEMS

Category: Air Quality / Quantity: 1

Name: Aprilaire - 20" x 25" Whole Home Air Purifier Merv 11

Number:

Category: Thermostats / Quantity: 1

Name: Honeywell Home - T6 Pro Programmable Thermostat - up to 2H/1C or 2H/2C

Number:

Category: Services / Quantity: 1

Name: Check Out Our Customer Reviews

Number:

Category: Services / Quantity: 1

Name: Why choose Efficient Air? Because we have the best guarantees.

Number:

WHAT YOU'LL GET 13 ITEMS

- 1 year labor warranty
- Check, test and start-up per factory specifications

- Install New Condenser Pad

- Install new refrigeration line set

- MAINTAIN CLEAN WORK AREA: Remove and dispose all excess materials and job debris. Remove old unit and components.

- Misc unclassified labor (Code 54030100)

- New return flex duct & plenum

- Overhead Installation code 120 - Attic Installation includes equipment mounting, drain pan, and two safety float switches.

- Reconnect low and high volt wiring

- Reconnect to existing duct systems

- Remove and dispose of old equipment

- Replace disconnect switch and electrical whip

Investment Details

- We will file for permits. Permit fees are included

Sale Price	$23,414.00
Total Investment The Total Investment is the total cost of the goods and services described in this proposal	**$23,414.00**

PAYMENT TERMS

Terms for system replacements:

Option 1: 50% due upon acceptance of this estimate, balance due upon completion

SIGNATURE

DATE:

TERMS AND CONDITIONS

EAS will furnish and install the equipment listed at the price, terms, and conditions outlined in this proposal. Additional parts, labor, or changes not outlined in this proposal will be an additional fee. Deposits are non refundable on special order equipment or material. We cannot guarantee rebate or tax credit amounts. Delinquent accounts over 30 days will be subject to a monthly finance charge of 1.5% per month (18% annually) will be charged on all past due accounts commencing on the due date. A $30.00 charge will be assessed for each returned check or credit card payment. In the event the clients account must be referred to attorneys for collections, client agrees to pay reasonable attorney fees, court costs, and other collection costs. This agreement does not include cutting, patching, repairing, painting, duct pressure test, make up air, permit fees, chimney liner, high volt wiring, gas piping, or roofing unless otherwise mentioned. Estimates are valid for 30 days. The labor warranty is limited to equipment related failures only. The labor warranty does not include maintenance, air balancing, clogged drains, repair of any existing components, refrigerant, air filter, parts not covered by manufacturer warranty, We do not warranty pre existing conditions.

Total Mechanical Systems LLC

Lic s1 0394806

Date 8/7/2024

Start 9/2/2024

End date 10/30/2024 quote #563345

Proposal and Agreement

Name: City of Clifton DPW	Phone:	Date:08/ 07 /24
Address: 144 Main Ave	Job Name: Fire Station 4	
City, State, Zip: Clifton, NJ 07014		

Installation shall include:

X in boxes = Yes

	New disconnect	X	Remove existing equipment	X	Programmable thermostat(s)
X	Reconnect high voltage wiring	X	Clean work area		Equip floor mounted
X	Reconnect low voltage wiring	X	Condensate drain system(s)	X	Equip suspended above ceiling
X	Set condenser on exist rails	X	Aux. drain pan(s)		Reconnect gas piping
X	New copper lineset		Condensate pump(s)	X	Test & start up system(s)
X	Charge to manufacturer spec.		Electronic air cleaner(s)	X	5 year parts warranty
	Hi / low wall registers	X	Media air cleaner	X	1 year labor warranty
	Ceiling diffusers / registers		Standard air filter(s)	X	5 year compressor warranty
	Floor registers / grilles		Combustion vent pipe		Permit fees
	Wall registers / grilles		Ducted return system		
	Insulate ductwork		Single return system		
X	Reconnect to existing ductwork				

Total Mechanical Systems LLC

1. **Carrier – 5 ton AC** **Total investment** $26,223

1) 5 ton condenser (M# 24TPA760W003)

1) 5 ton air handler (M# FT4BNBD60L00)

2 Stage cooling

5yr parts, 5yr compressor, 1yr labor warranty

Terms: 1st installment 50% due upon acceptance of this agreement, final installment due upon completion.

Comfort adviser

Mark Tiso Date 8/7/2024

Acceptance (Customer)

By: Date:

74 Northwest Drive, Plainville, CT 06062 • Phone 860-314-1518 • Fax 860-314-1613 • Contact@TMSComfort.com
HIC.0634532 • HTG.0394806-S1 • PLM.0278957-P1 • SHM.0002534-SM1 • HIS.0557214 • ELC.0207840-E1

ITEM NUMBER: A- 10

ITEM NAME: Authorization to Approve Awarding Trane U.S Inc for the Maintenance Agreement for the Building Automated System for the Selected City Owned Buildings. (R423)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo from Purchasing Agent	8/29/2024	Cover Memo
🗋	Memo from DPW Directror	8/29/2024	Cover Memo
🗋	Maintenance Agreement between Trane and City of Clifton	8/29/2024	Cover Memo
🗋	Effort to obtain second quote	8/29/2024	Cover Memo

City of Clifton
DEPARTMENT OF FINANCE
900 CLIFTON AVENUE
CLIFTON., NJ 07013
FAX: (973) 470-9456

Chief Financial Officer
Treasurer
Purchasing Agent
Payroll
Finance Office

INTEROFFICE MEMORANDUM

To: Dominick Villano, City Manager

From: Amisha J Jariwala, Purchasing Agent

Date: August 29, 2024

Re: Resolution Awarding Contract to Trane US Inc., to enter into Maintenance Agreement for the Building Automated System for the City owned buildings

---

The Director of Public Works has obtained quotes for the maintenance of the Building Automated Systems (BAS) of the HVAC systems at City Hall Complex, Clifton Arts Center, and Clifton Police Firing Range.

The following quotes were received:

1. **Trane** - Total cost not to exceed $32,001.00
2. **Efficient Air Service LLC** - Unable to provide a maintenance agreement due to lack of software compatibility with the Trane Tracer BAS system.

The maintenance agreement from Trane US Inc includes early detection measures to prevent downtime and catastrophic failures. Given that the City of Clifton has Trane equipment installed citywide, the Trane maintenance agreement will ensure full compliance and support by trained professionals, who will also have the capability to remotely access the HVAC BAS system.

The Director of Public Works has recommended awarding the contract to Trane for a period of one year from the date of the award. I support this recommendation.

The vendor's proposal and Pay-to-Play documents are on file with the Purchasing Agent. A copy of the Public Works Director's request memo is attached for your reference.

A resolution to formalize this award is included on the agenda.

Respectfully Submitted,
Amisha J. Jariwala, QPA
Qualified Purchasing Agent

City of Clifton
Department of Public Works

INTEROFFICE MEMORANDUM

To: Dominick Villano, City Manager

CC: Amisha Jariwala, Purchasing Agent

CC: Joseph Kunz, Chief Financial Officer

From: Jason Vanwinkle, Director of Public Works

Date: August 27, 2024

Re: Authorization to enter into an HVAC Maintenance Agreement with the Trane Company for the BAS System (Building Automated System) for select City Owned Buildings.

Please accept this memo as my request for Council Approval to Enter into a Maintenance Agreement with the Trane Company for the Maintenance and Monitoring of the Trane BAS System. (Building Automated Systems). Having this Agreement will allow Trane Technicians to access the System and adjust or check for any issues for optimum performance. It will also allow them to update any software needed.

Another added benefit to having this agreement, allows the City to have Priority over Non-Contract customers for if or when a Mechanical issue should arise, and we need emergency service. Trane will be able to respond within a reasonable amount of Time.

The following locations will be covered by this agreement.

- City Hall Complex Located at 900 Clifton Avenue
- Clifton Arts Center Located at 900 Clifton Avenue
- Clifton Police Firing Range Located at 144 Main Avenue

The term of this agreement is for 1 year. The start of this agreement will not begin until the City of Clifton has issued a Purchase Order and signed the agreement between the Trane company and the City of Clifton.

Trane Has factory trained personnel to perform this work and are already familiar with all the City of Cliftons Trane Equipment.

Trane is located at 19 Chapin Road, Pinebrook, NJ.07058

This work is covered under National Coop Omnia Racine #3341

The cost for the Maintenance Agreement will be $32,001.00

Funding for these items is Available in the Operating Account 01-201-26-290-242 Other Equipment.

As per Local Public Contract Law. I have solicited for another quote to Efficient Air Service, and they have Respectfully Declined as the software Trane uses is proprietary and they do not have the software or capability to access the BAS system to perform the necessary Maintenance.

Accordingly, I Kindly ask that Purchasing Agent Amisha Jariwala will prepare the applicable Resolution.

INTELLIGENT SERVICES SERVICE AGREEMENT

Trane Office
Trane U.S. Inc.
19 Chapin Road, Bldg B, Suite 200
Pine Brook, NJ 07058

Trane Representative
Dario Blazek
Cell: (973) 975-2627
Office: (973) 244-7707

Proposal ID
7614403

Master Agreement
TBD

Contact Telephone Number for Service
(973) 244-7010

CO-OP Quote Number
B6-28-10019-24-001

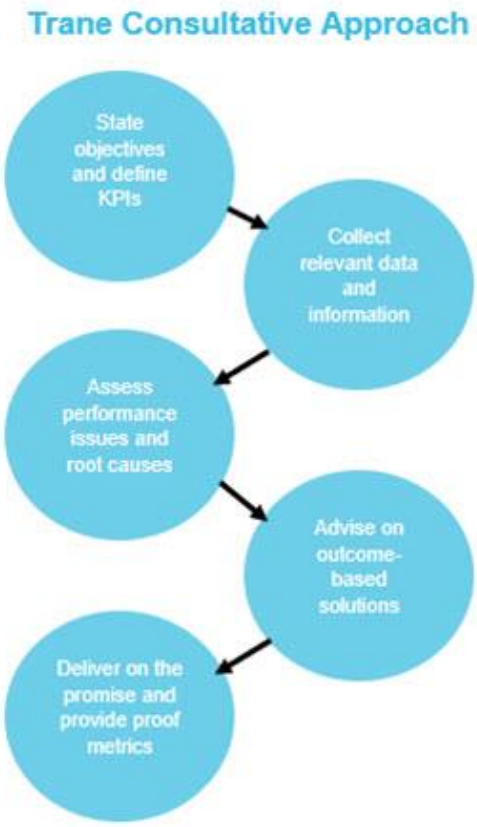
CO-OP or Federal Contract ID
OMNIA Racine #3341

Company Name
City Of Clifton
900 CLIFTON AVENUE ATTN FINANCE DE
Clifton, NJ 07013-0701
Jason Vanwinkle

Sites Included:
Clifton City Hall
Clifton Police Firing Range
Clifton Arts Center

August 28, 2024

EXECUTIVE SUMMARY



Intelligent Services

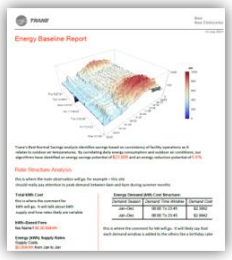
Through a consultative relationship with Trane, you'll meet with your Account Manager at defined intervals throughout the year to explain what you need, set goals for your building, define key performance indicators (KPIs) and build a plan to get there. Intelligent Services combine Trane's knowledge of HVAC systems and energy, along with the expertise of our people to deliver and measure the outcomes that matter most. Employees feel engaged and outcomes are better when everyone feels connected to your mission.

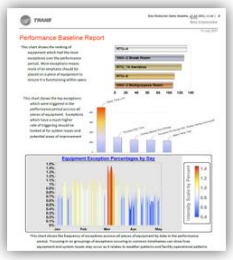
Choosing what's important to you

A consultative approach could include…

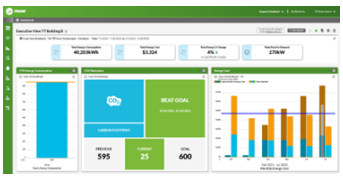
- Baselining and benchmarking your building's energy and cost performance (energy tariff review, energy consumption)
- Sustainability (ESG – Environmental, Social, & Governance) planning (decarbonization, energy reduction, regulatory compliance, utility rebates and incentives, renewables)
- System optimization (balancing comfort, energy, compliance, building automation control and equipment optimization strategies)
- Asset lifecycle planning (deferred maintenance and replacement strategies)

Key Elements of this service





Benchmark and Baseline Your Building with Trane Experts



Trane Connect™

Strategy and Action Planning

Why Trane? We Focus on Better Buildings.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

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SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

GETTING CONNECTED

Whether your Trane Service relationship is new or you've been a customer for many years, it is easy to connect your HVAC equipment to Trane Connect™ Cloud.

Utilizing the controls that are already part of your HVAC Equipment either directly or via your Trane BAS, you can easily connect your building to the cloud and send data from your HVAC Equipment to Trane Connect.

Advantages:

- **Empower your Trane Technician:** Utilizing the data collected in the cloud and the Trane Digital Inspection Toolbox, your Trane Technician will be able to remotely inspect your equipment.
- **Access your HVAC equipment anywhere**: Additionally, Trane can setup remote access to your Trane BAS, Chiller Plant, Chillers or other HVAC equipment for unlimited users from your organization.
- **Flexible & Secure Connectivity Options:** Connect via your organization's network or utilizing Trane's cellular solution.

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CONNECTED BUILDING SERVICES WITH TRANE CONNECT™

Trane gives you a way to "see" what's not physically evident using trend data that's illustrated via dashboards in Trane Connect™. It's a deeper level of information that enables you to understand what's happening at the system level—so technicians can address root causes instead of the symptoms. You'll get more bang from your service budget.

Available Trane Connect Applications

Included with your agreement, you'll receive additional benefits and reporting within the Trane Connect application. Customize your Trane Connect experience based on the needs of your job and goals of your organization.

<table>
<tr>
<td> </td>
<td>Remote Access - Control and manage your equipment, spaces and buildings while optimizing performance (Note: included for all Trane Controls customers)</td>
<td> </td>
<td>Reports - Measure your starting point to best evaluate where you're seeing gains and how you can improve system performance and energy usage even further.</td>
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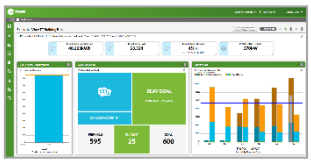
<td> </td>
<td>Service - Remote and on-site service is enhanced through anytime, anywhere access to critical building information that informs how/when/where service is necessary.</td>
<td>  </td>
<td>Dashboards - Visualize and track the information most important to you, including opportunities for optimization and improvement.</td>
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<td colspan="2">
Building & Energy Applications - Identify ways to unlock greater efficiency and comfort while maintaining control over spend and optimizing performance. Map energy use by date, time or space usage to reach your sustainability goals faster. (Note: requires separately connected Live Meter)</td>
<td> </td>
<td>Utility Management - Access to your energy use intensity and cost intensity analysis. (Note: requires utility bill access)</td>
</tr>
</table>

Learn more on Trane.com

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ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures

REMOTE INSPECTIONS AT BUILDING LEVEL

Enhance unit visibility and inform necessary on-site service events with on-demand and scheduled virtual inspections. Digital review of HVAC and BAS equipment enabled through connected system and unit controllers.

Implementation:

- Trane factory certified technicians will troubleshoot and address root causes
- Proactively identify potential issues and required changes
- Receive deeper insights through data and analysis from your connected equipment via building performance reports

PERFORMANCE CHECK-INS

Gain the peace of mind you'd get with a "traditional clip-board review" from your staff with the added expertise of Trane technicians—without the added expense of on-site service visits. A virtual "walk-through" inspection of equipment, systems or a building–based on a predetermined schedule.

Implementation:

- Regular reviews of critical equipment and systems
- Early detection of issues to prevent downtime and catastrophic failure

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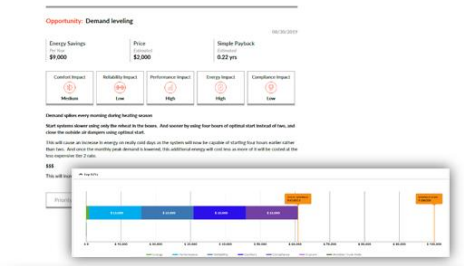
STRATEGY AND ACTION PLANNING BY YOUR TRANE TEAM

Understand which actions will help you meet your energy and system performance goals and milestone targets. A consultation with Trane building and energy experts to identify, document and prioritize key building actions to support business goals.

Implementation:

- Review identified opportunities for improvement or maintenance from your team and ours
- Prioritize based on impact, budget and critically
- Evaluate future opportunities and available funding mechanisms failure



HVAC EQUIPMENT COVERAGE

Clifton City Hall

The following "Covered Equipment" will be serviced at Clifton Police Firing Range:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMCF000AAA	E18E43596	

Service Description	Quantity Per Term
Software Upgrade and Renew SMP License (Service 1)	1
Perform Inspection on Tracer BAS (Service 4)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	INTELLIGEN	NS-21790656	

Service Description	Quantity Per Term
IS 10 Point Remote Inspection (Service 2)	3

Clifton Police Firing Range

The following "Covered Equipment" will be serviced at Clifton Police Firing Range:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMCF000AAA	E18E43596	

Service Description	Quantity Per Term
Software Upgrade and Renew SMP License (Service 1)	1
Perform Inspection on Tracer BAS (Service 4)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	INTELLIGEN	NS-21790656	

Service Description	Quantity Per Term
IS 10 Point Remote Inspection (Service 2)	3

Clifton Arts Center

The following "Covered Equipment" will be serviced at Clifton Police Firing Range:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMCF000AAA	E18E43596	

Service Description	Quantity Per Term
Software Upgrade and Renew SMP License (Service 1)	1
Perform Inspection on Tracer BAS (Service 4)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	INTELLIGEN	NS-21790656	

Service Description	Quantity Per Term
IS 10 Point Remote Inspection (Service 2)	3

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PRICING AND ACCEPTANCE

Jason Vanwinkle
City Of Clifton
900 CLIFTON AVENUE ATTN FINANCE DE
Clifton, NJ 07013-0701

Site Address:
Refer to the Site Coverage Page

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled “Intelligent Services Service Agreement,” the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the “Service Agreement” or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the “Terms and Conditions,” and “Scope of Services” sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the “Service Fee(s)”) for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	32,001.07	8,000.27	Quarterly

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a “Service Project” is included in the Agreement, the Cancellation Fee set forth in “Exhibit A” Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is , beginning September 1, 2024. However, Trane’s obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on August 30, 2025, this Agreement shall renew automatically for successive periods of (the “Renewal Term”) until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (973) 244-7010 or by direct mail addressed to: 19 Chapin Road, Bldg B, Suite 200, Pine Brook, NJ 07058.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

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This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Dario Blazek
_____ Printed Name	Proposal Date: August 28, 2024 Cell: (973) 975-2627 Office: (973) 244-7707
_____ Title	License Number:
_____ Purchase Order	_____ Authorized Representative
_____ Acceptance Date	_____ Title
	_____ Signature Date

The Initial Term of this Service Agreement is , beginning September 1, 2024.
Total Contract Amount: $32,001.07 USD.

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TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Intelligent Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening

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and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold

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harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no

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longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

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13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) data backups; and
    (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

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TERMS AND CONDITIONS – Connected Analytics Package Subscription

1. Terms Supplemental. These terms and conditions ("CAP Subscription Terms") are supplemental to the Terms and Conditions (Service) and an integral part of Company's offer to sell Software as a Service that provides internet-based access to the hosted Connected Analytics Package (CAP) application ("CAP Subscription") as part of an Energy Advisory Services offer. The Terms and Conditions (Service) apply to the CAP Subscription, except as the context indicates otherwise.

2. Definitions.

"**Malicious Code**" means any virus, worm, time bomb, Trojan horse or other code, file, script, agent, software program or device that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data; or adversely affect the user experience.

"**Customer Data**" means all Customer electronic data or information collected through and stored in connection with the CAP Subscription.

"**Users**" means individuals who have been authorized by Customer to use the Services and who have been supplied user identifications and passwords to access the Services by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and agents; or third parties with which the Customer transacts business. Persons or entities that are competitors to Company are not authorized to access or use the Services and may not be permitted by Customer to access or use the Services.

3. Software as a Service CAP Subscription. Upon commencement of the CAP Subscription and for the CAP Subscription Term, Customer will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the CAP Subscription services solely for your internal business operations and subject to the CAP Subscription Terms and Terms and Conditions (Service). Customer may allow its Users to use the CAP Subscription services for this purpose and Customer is responsible for Users' compliance herewith. Customer agrees that it does not acquire any license to the Trane Energy Manager program. The CAP Subscription includes provisions for the collection of data from meters, loggers, systems, or devices ("Data Collection") and regular database backups. The CAP Subscription does not cover support of Customer's computer hardware, data network, or communications infrastructure, or Internet browsers used to access the CAP Subscription. Customer hereby accepts, and upon initial use of CAP Subscription, each Customer User will be required to accept these CAP Subscription Terms. User access shall terminate on the same date as the applicable CAP Subscription Term

4. Subscription Term. The initial CAP Subscription Term commences on the date that Customer receives access to the CAP Subscription service and continues for as long as set forth in the Proposal, subject to automatic renewal for succeeding 12 month terms as provided in the Terms and Conditions (Service).

5. Customer's Responsibilities. Customer shall (i) be responsible for Users' compliance with these terms and conditions, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the CAP Subscription, and notify Provider promptly of any such unauthorized access or use, (iii) use the CAP Subscription only in accordance with these terms and conditions and Customer's Service Agreement with Trane and applicable laws and government regulations, (iv) provide Company with all necessary cooperation in relation to these terms and conditions and necessary access to such information as may be required for providing the CAP Subscription, and (v) pay all fees when due for the CAP Subscription and Service Agreement. Customer shall not (i) permit any third party to access the CAP Subscription or physical hardware deployed at Customer's facilities to enable operation of the CAP Subscription except as expressly permitted herein or in an Order Form, (ii) modify or create derivative works based on any part or content of the CAP Subscription, (iii) copy, frame or mirror any part or content of the CAP Subscription, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer, disassemble or decompile the CAP Subscription, or (v) access the CAP Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the CAP Subscription. In addition, Customer shall not (m) make the CAP Subscription available to anyone other than Users, (n) sell, resell, rent, license, share or lease the CAP Subscription, (o) use the CAP Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (p) use the CAP Subscription to store, distribute or transmit Malicious Code, (q) interfere with or disrupt the integrity or performance of the CAP Subscription or third-party data contained therein, or (r) attempt to gain unauthorized access to the CAP Subscription or their related systems or networks.

6. Cancellation. In the event of a cancellation of the CAP Subscription by Customer, Customer shall not be entitled to any refund of price and Customer shall immediately pay all amounts then due.

7. Customer Breach; Termination. Company may terminate the CAP Subscription upon 14 days written notice to Customer of a material breach if such breach remains uncured at the expiration of such period. . Upon termination, Customer shall not be entitled to any refund of the price paid to Company.

8. Availability. Company shall exercise reasonable care in providing the CAP Subscription and use commercially reasonable efforts to make the service available at all times. The CAP Subscription is accessible via the internet and thus subject to limitations, delays, and other problems inherent to the operation of internet and electronic communications. Company is not responsible for delivery failures or other damage resulting from such problems. Where possible, Company will notify User(s) identified by the Customer during execution of Service Agreement to be the primary contact for Customer ("Named Users"), and raise support issues with Company of non-availability of the CAP Subscription. It is the responsibility of the Named Users to provide this information to all Users of CAP Subscription associated with Customer. Company shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to CAP Subscription Service that may result in loss of access from time to time without prior notice. Service features that interoperate with Trane Energy Manager software depend on the continuing availability of the third party APIs and programs for use with the CAP Subscription. If said parties cease to make the API or program available on reasonable terms for the CAP Subscription, Company may be interrupted from providing such features without entitling Customer to any refund, credit, or other compensation.

9. Software Upgrades. Software upgrades to CAP Subscription will be applied by the Company as soon as commercially reasonable after a new version is available. These will always be provided during the term of the Agreement and there is no provision for maintaining any other version than the current version in the SaaS environment.

10. Database Backup. Short term and long term database backups are performed at the sole discretion of the Company.

11. Data Collection. Where Customer has placed an order that includes CAP Subscription from Company, data will be collected from the designated meters, loggers, or devices and imported into CAP Subscription. It is Customer's responsibility to check CAP Subscription or configure appropriate alarms to ensure that data is appearing as expected. If data is missing, Customer should raise the issue as a request for support through the local Company office. Customer is free to export its own data from CAP Subscription at any time using the standard CAP Subscription export functions.

12. Ownership of Data. All data relating to the performance and condition of Customer building systems that Company collects in connection with the CAP Subscription shall be owned by Customer, provided that Customer grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company collects from Customer will not include any personal or individual information beyond that required for User access and account management. In providing the CAP Subscription, Company will comply with the Trane Technologies Data Protection and Privacy Policy, which is available at https://www.tranetechnologies.com/privacy-policy.html.

13. Data Retention. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. Company will use commercially reasonable efforts to store Customer's data for up to 3 months. There is no guarantee as to the availability of the data.

14. Communications – Analog Modem Facilities. Customer authorizes Company to utilize Customer's telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for Customer's use for extended periods of time while data is being collected from Customer's building systems and equipment. Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over Customer's telephone service.

15. Communications – Ethernet. Customer authorizes Company to utilize Customer's network infrastructure to provide the contracted services and acknowledge that Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not

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be able to collect data when network issues do not allow for successfully communications between Company data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

16. Logging and Data Mining. Customer grants Company the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to Users of Company products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by Company for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of Company products and services.

17. Anti-Virus Prevention. Company maintains antivirus checking software on the network and has a strict policy on checking all software loaded onto the SaaS environment. However, due to the nature of computer viruses, Company is not able to guarantee that provision of CAP Subscription will be virus free. It is Customer's responsibility to ensure that adequate security and antivirus software is in place on all machines accessing the CAP Subscription.

18. Disaster Recovery. In the event that Company experiences a significant problem with CAP Subscription that results in or is expected to result in the loss of service for in excess of 5 working days, Company may transfer the CAP Subscription service to an alternative hosting environment. In the event that Company transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported into CAP after the last database backup was taken; CAP Subscription will be provided by a different IP address; while the IP address registered against the domain names is changed, Customer may need to access CAP Subscription via an IP address and not the normal domain name and data collection may not be available.

19. No Warranties. CUSTOMER EXPRESSLY AGREES THAT USE OF CAP SUBSCRIPTION IS AT THE SOLE RISK OF CUSTOMER, END USERS, AND NAMED USERS. COMPANY DOES NOT WARRANT OR GUARANTEE THAT CAP SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF CAP SUBSCRIPTION, OR AS TO THE TIMELINESS, EFFICACY, OPERABILITY, COMPLETENESS, ACCURACY, RELIABILITY OR CONTENT OF CAP SUBSCRIPTION OR OF ANY DESIGN, FUNCTION, PROCESS, OR INFORMATION PROVIDED THROUGH OR BY USE OF CAP SUBSCRIPTION. CAP SUBSCRIPTION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. CUSTOMER AGREES THAT CUSTOMER'S PURCHASE OF THE CAP SUBSCRIPTION IS NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES OR DCAPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY COMPANY REGARDING FUTURE FUNCTIONALITY OR FEATURES.

20. Privacy or Confidentiality. The Company will take commercially reasonable efforts to ensure that data and other parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the internet restricts the Company from offering any guarantee to the privacy or confidentiality of information relating to Customer passing over the internet. In gaining access via the internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at its own risk. Any breach in privacy should be reported by customer to the Company immediately.

21. Intellectual Property. Company retains and reserves all rights, title and interest in and to the CAP Subscription, including without limitation all Company software, algorithms, materials, formats, interfaces and proprietary information and technology, and all other Company products and CAP Subscription, and including all copyright, trade secret, patent, trademark and other intellectual property rights related to the foregoing. No rights are granted to the Customer hereunder with respect to the CAP Subscription or otherwise other than as expressly set forth herein.

22. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CONTRACTS, SECURITY BREACH, OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES) ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE CAP SUBSCRIPTION. Should Company nevertheless be found liable for any damages, such damages shall be limited to the most recent purchase price paid by Customer for CAP Subscription.

23. Customer Indemnity. Customer shall indemnify and hold Company harmless from and against any loss, damage, cost (including the cost of any settlement), expense or any liability suffered or incurred by Company arising from or in connection with Customer's use of CAP Subscription service, breach of these CAP Subscription Terms, and Company's possession or use of data, information or articles supplied by Customer to Company, including the infringement of any intellectual property rights resulting from the use or possession by Company of data, information or articles supplied by Customer to Company.

24. Change in Terms and Conditions. Company reserves the right to change the service level agreements, any part of the CAP Subscription offering, or the terms and conditions at any time.

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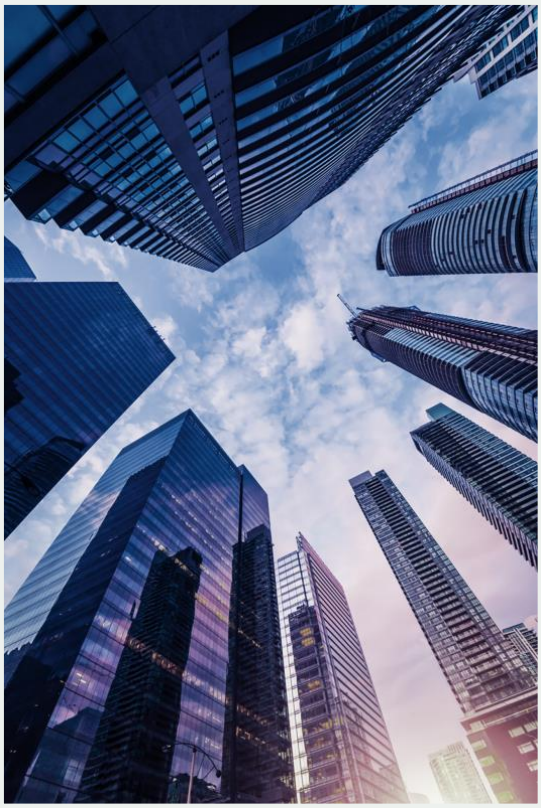
APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.



SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Software Upgrade and Renew SMP License
Description

- Get SMP License for Customer
- BAS Operational Check - is Everytying Working/Communicating as Expected
- Apply New SMP License
- Software Upgrade

Service 2: IS 10 Point Remote Inspection
Description

- Project Scope - Remote Inspection Quantities Based on Offer Sold
- Customer Notification
- Begin XOI Workflow and Create New Job
- SC/SC+ Firmware, SMP and Backup
- Alarm Routing Review
- Alarm Log Review
- Device Communication Review
- Schedules Review
- User Overrides Review
- Command Center Review Service Advisories and Exception History Report
- Area Review
- Cyber Security Review
- Trane Connect Findings
- Summary and Final Report

Service 3: IS 10 Point Remote Inspection
Description

- Project Scope - Remote Inspection Quantities Based on Offer Sold
- Customer Notification
- Begin XOI Workflow and Create New Job
- SC/SC+ Firmware, SMP and Backup
- Alarm Routing Review
- Alarm Log Review
- Device Communication Review
- Schedules Review
- User Overrides Review
- Command Center Review Service Advisories and Exception History Report
- Cyber Security Review
- Trane Connect Findings
- Summary and Final Report

Service 4: Perform Inspection on Tracer BAS
Description

- Up Front Conversation
- System Back-Up
- Overrides, Alarm, Schedule, Set Points Review
- Graphics Review
- User Admin and Security Review
- Optimization Strategy Check

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Vanwinkle, Jason

From: Albert Balonze <al@efficientairservice.com>
Sent: Thursday, August 29, 2024 8:29 AM
To: Vanwinkle, Jason
Subject: RE: Proposal for HVAC for service contract for Clifton Sites

CAUTION: This email originated outside the City of Clifton's email system.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jason
Thank you for the opportunity to bid this project. Unfortunately, we must decline at this time. We do not have the software to service the Trane Tracer BAS system. Please consider us again for other projects.

Best Regards,
Albert Balonze
Efficient Air Service, LLC
Heating, Cooling, Sheetmetal
Repair, Maintenance, & Installation
109 RT 23 South
Riverdale, NJ 07457
Tel- 973-237-1500 ext 3
Fax- 973-237-1422

From: Vanwinkle, Jason <jvanwinkle@cliftonnj.org>
Sent: Wednesday, August 28, 2024 3:36 PM
To: Albert Balonze <al@efficientairservice.com>
Subject: Proposal for HVAC for service contract for Clifton Sites

Al,

Please see attached specification for the maintenance and service of Trane BAS system. Kindly send me a proposal if you are interested performing this work.

Thank you,

JASON VAN WINKLE CPWM, CRP
DIRECTOR OF PUBLIC WORKS
CITY OF CLIFTON PUBLIC WORKS
307 EAST 7TH STREET
CLIFTON NJ 07011

PHONE 973 470 2237
EMAIL JVANWINKLE@CLIFTONNJ.ORG
FAX 973 340 7049

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ITEM NUMBER: A- 11

ITEM NAME: Authorization to Approve Request for Access to Anzaldi Park to Conduct Environmental Investigation (R424)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/21/2024	Cover Memo

City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

(973) 470-5817
FAX: (973) 470-5254

August 21, 2024

Mayor Raymond Grabowski & Members of
the Clifton Municipal Council
City Hall - 900 Clifton Avenue
Clifton, New Jersey 07013

Re: **Request for Access to Anzaldi Park to Conduct Environmental Investigation**

Dear Mayor Grabowski and Members of the Municipal Council:

New Fields Consultants, on behalf of Clifton Metals Realty, LLC, is requesting access to the Anzaldi Park to perform soil and ground water sampling in connection with the environmental investigation and remediation of the Former Parkway Iron & Metals, Inc. facility located at 613-639 Route 46 East.

The City's Licensed Site Remediation Professional, Daniel Lattanzi of Delta Environmental, has reviewed the request and found it reasonable. Mr. Lattanzi suggested that he be on site to monitor the testing activities and NewFields agreed to pay the fees to cover same. In anticipation of the Council's agreement with this request, a resolution appears on the agenda authorizing a site access agreement consistent with the terms outlined in NewField's proposal, attached.

Thank you for your consideration in this matter.

Very truly yours,

/s/ *Andrew P. Oddo*

ANDREW P. ODDO
First Assistant Municipal Attorney

APO/kmk
Attachments

NewFields
Perspective. Vision. Solutions.

August 19, 2024

RECEIVED
AUG 21 2024
CITY OF CLIFTON
LAW DEPT

Andrew P. Oddo, Esq.
City of Clifton
900 Clifton Avenue
Clifton NJ 07013
aoddo@cliftonnj.org

RE: Request for Site Access to Conduct Environmental Investigation
Athenia Steel Recreation Complex
718 Clifton Avenue
City of Clifton, Passaic County, New Jersey 07013
Block: 29.02, Lot: 1

Dear Mr. Oddo,

NewFields, LLC ("NewFields"), on behalf of Clifton Metals Realty, LLC ("CMR"), is requesting the City of Clifton to provide access to the Athenia Steel Recreation Complex as part of the environmental investigation and remediation of the Former Parkway Iron & Metals, Inc. facility located at 613-639 Route 46 East, Clifton, Passaic County, New Jersey ("Site"). The former Parkway Iron facility is being investigated under the New Jersey Department of Environmental Protection (NJDEP) Program Interest Number G000030000. A proposed soil and ground water sampling plan is provided for chemicals of concern (COCs) that are being investigated in accordance with the Site Remediation Reform Act (SRRA). The SRRA (N.J.S.A. 58:10C), enacted on May 7, 2009, currently governs the remedial investigation (RI) at the Site. The proposed investigations adhere to the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E) "Tech Regs" and Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C, et seq.). Per the Tech Regs, CMR is required to conduct a soil investigation to horizontally and vertically delineate Lead and Polychlorinated Biphenyls (PCBs) outside the Site boundary to the most stringent NJDEP Soil Remediation Standards. Furthermore, an off-site ground water investigation is required to delineate COCs including 1,4-Dioxane, Metals, per- and polyfluoroalkyl substances (PFAS), Tetrachloroethylene (PCE), and Trichloroethylene (TCE) to the Ground Water Quality Standards (GWQS).

We are requesting an *Access Agreement* between the City of Clifton and CMR to complete soil and ground water sampling activities as proposed within **Attachment 1**.

This application package includes the following items:

- Detailed descriptions of the proposed work tasks, including tables and figures (**Attachment 1**).
- A copy of NewFields' Certificate of Insurance (**Attachment 2**).

- A check payable to Delta Environmental Services LLC in the amount of $1,700.00 for payment oversight of sampling activities for the first two (2) days. In the event field activities exceed two (2) days, then a check in the amount of $850.00 for each additional day will be provided.

Your cooperation in the issuing of an Access Agreement is greatly appreciated. If you have any questions or require any additional information, please do not hesitate to contact me at (732) 224-7066, extension 16 or rmeehan@newfields.com.

Respectfully,
NewFields LLC

Robert Meehan,
LSRP/Partner

Enclosures

c: Douglas I. Eilender, Esq.
Mandelbaum Barrett PC
(w/ enclosures)

Daniel Lattanzi, LSRP
Delta Environmental
(w/ enclosures)

ATTACHMENT 1

Proposed Work Tasks

ATTACHMENT 1
PROPOSED WORK TASKS
CITY OF CLIFTON – TEMPORARY ACCESS PERMIT

NewFields, LLC ("NewFields"), on behalf of Clifton Metals Realty, LLC ("CMR"), the current owner of the property located at 613-639 Route 46 East, Clifton, Passaic County, New Jersey ("Site"), formerly operated by Parkway Iron & Metal Co., Inc. ("Parkway Iron"), is conducting environmental investigations at the Site. These investigations focus on chemicals of concern (COCs) attributed to the former Parkway Iron operations and are being conducted in accordance with the Site Remediation Reform Act (SRRA). The SRRA (N.J.S.A. 58:10C), enacted on May 7, 2009, currently governs the remedial investigation (RI) at the Site. The proposed investigations adhere to the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation (N.J.A.C. 7:26E) "Tech Regs" and Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C, et seq.), The NJDEP has assigned the Site a program identification number, G000030000, and NewFields is working to delineate the horizontal and vertical extent of soil and groundwater contamination to the applicable remediation standards.

Task 1: Advancement and Sampling of Soil Borings

NewFields kindly requests access to the neighboring Clifton Athenia Steel Recreation Complex. **Figure 1** displays the location of the Site in relation to the adjacent City of Clifton property. This access is necessary to collect soil and groundwater samples that will allow NewFields to further delineate the boundaries of any contamination resulting from the former Parkway Iron operations at the Site. Details of the proposed soil samples and monitoring wells can be found in **Table 1** and **Table 2**. Samples will be collected and obtained by NewFields and analyzed in a NJDEP-approved laboratory.

An environmental drilling company will mobilize to the site with a drill rig DINGO D2 or jackhammer adaptor to macrocore head (for manual borings) and licensed operator to install three (3) soil borings. The borings will be located on the north portion of the Athenia Steel Recreation Complex, and opposite the Site.

Prior to any work being performed, Garden State Underground Locator Service will be contacted at 800-272-1000 for utility mark outs. Boring locations may have to be adjusted slightly based upon the location of underground utilities. NewFields will consult the City of Clifton and its environmental consultants knowledgeable of subsurface utilities presence in the proposed work areas. All borings will be greater than ten (10) feet from any marked utility and any area containing subsurface features or utility will be hand cleared.

Upon completion of each boring, excess soil not used for laboratory analysis will be placed back into the borehole, if possible, and compacted. The remaining portion of the borehole will be sealed with bentonite chips followed by potable water for hydration of the bentonite. Any remaining soil which cannot be returned to the borehole will be containerized in an approved United States Department of Transportation ("USDOT") 55-gallon steel drum and transported off-site to NewFields designated soil drum staging area for temporary storage, classification, and future off-site disposal to a permitted facility.

Sampling equipment will be decontaminated prior to each use in accordance with the NJDEP Field Sampling Procedures Manual using a solution of laboratory grade detergent, 10% nitric acid solution and municipal water. Cleaned equipment will be rinsed with deionized water and distilled water.

It is anticipated that a half-day will be required to complete this activity.

Task 2 Water Level Monitoring in Existing Monitoring Wells

Representatives of NewFields will access the City of Clifton property to obtain water level measurements from existing monitoring wells located on the Athenia Steel Recreation Complex property. During the monitoring events the individually locked wells will be opened, and a water level meter will be lowered into the well to measure the depth to water. The water level measurement shall be recorded for each well, at which time the well will be resealed, and the water meter will be decontaminated. Prior to exiting the area, the integrity of the manhole and well protector will be noted, and photographs of the wells may be taken.

Monitoring wells of interest include MW-7D, MW-7S, MW-10D, MW-10SR, and MW-28D on the Athenia Steel Recreation Complex as identified in **Figure 2**, enclosed herein.

During the Task 1 site mobilization, NewFields personnel will confirm the integrity of the monitoring wells prior to use for water level measurements or sampling. Subsequent events including water level monitoring will be conducted prior to ground water sampling, as outlined under Task 3.

A maximum of two (2) team members will be utilized for this work task and all work shall be completed without vehicle access. The task will involve small hand tools and hand monitoring/sampling equipment.

It is anticipated that a half-day will be required to ensure the integrity of the monitoring wells.

Task 3 Groundwater Sampling from Existing Monitoring Wells

Representatives of NewFields will access the City of Clifton property to obtain groundwater samples from existing monitoring wells on the Athenia Steel Recreation Complex property as set forth in **Figure 2**. During the sampling events the individually locked wells will be opened, and a water level meter will be lowered into the well to measure the depth to water. The water level measurement shall be recorded for each well. A predetermined volume of groundwater will be removed from each well and surplus water will be containerized in 55-gallon drums, transported on the bed of a truck, properly label for disposal at a later date. Following well purging, groundwater samples will be obtained from the well including field readings of water characteristics. In lieu of low flow purge well sampling, three-volume purge and sampling procedures may be conducted. A portion of the samples will be transferred to laboratory supplied sample jars, labeled, secured, and transferred to a New Jersey certified laboratory under

a chain of custody documentation. Following sampling, each well will be resealed, and the sampling equipment will be decontaminated. All equipment, purge water and samples will be removed from the area. Prior to exiting the area, the integrity of the manhole and well protector will be noted, and photographs of the wells may be taken.

A maximum of two (2) team members will be utilized for this work task. Vehicular access may be required to allow transport of the equipment and purge water. The task will involve small hand tools and hand monitoring/ sampling equipment.

Monitoring wells of interest include MW-7D, MW-7S, MW-10D, MW-10SR, and MW-28D on the Athenia Steel Recreation Complex as identified in **Figure 2**, enclosed herein. At least five (5) monitoring wells representing the shallow and first deep aquifer will be selected for this activity.

It is anticipated that 1 day will be required to complete this activity.

Task 4: Location Survey

During the advancement of each soil boring, NewFields will record its location via handheld, WAAS-enabled, Global Positioning Satellite (GPS) equipment. Surveying activities may include the placement of ground flagging and spray paint on ties, however no permanent monuments or permanent physical features are proposed.

On an as needed basis, representatives of NewFields and a New Jersey licensed professional surveying firm will access the City of Clifton property to conduct geodetic location and monitoring wells surveys. The monitoring surveys will be required to confirm the easting (x) and northing (y) coordinates, top of casing, and ground level measurements in feet MSL, for the purpose of establishing ground water isocontours and flow direction.

During the surveying events the surveying firm may utilize a combination of electronic surveying equipment, electronic Global Positioning Satellite equipment or manual measurement equipment.

A maximum of two (2) team members will be utilized for this work task and all work should be completed without vehicle access. The task will involve small hand tools, wooden survey markers and flags.

It is anticipated that a half-day will be required to complete this activity.

Schedule

NewFields proposes to conduct soil sampling during July 2024 or within a mutually agreeable timeframe when the City of Clifton and/or its environmental consultant can provide supervision. NewFields is committed to minimizing any disruption to the Athenia Steel Recreation Complex

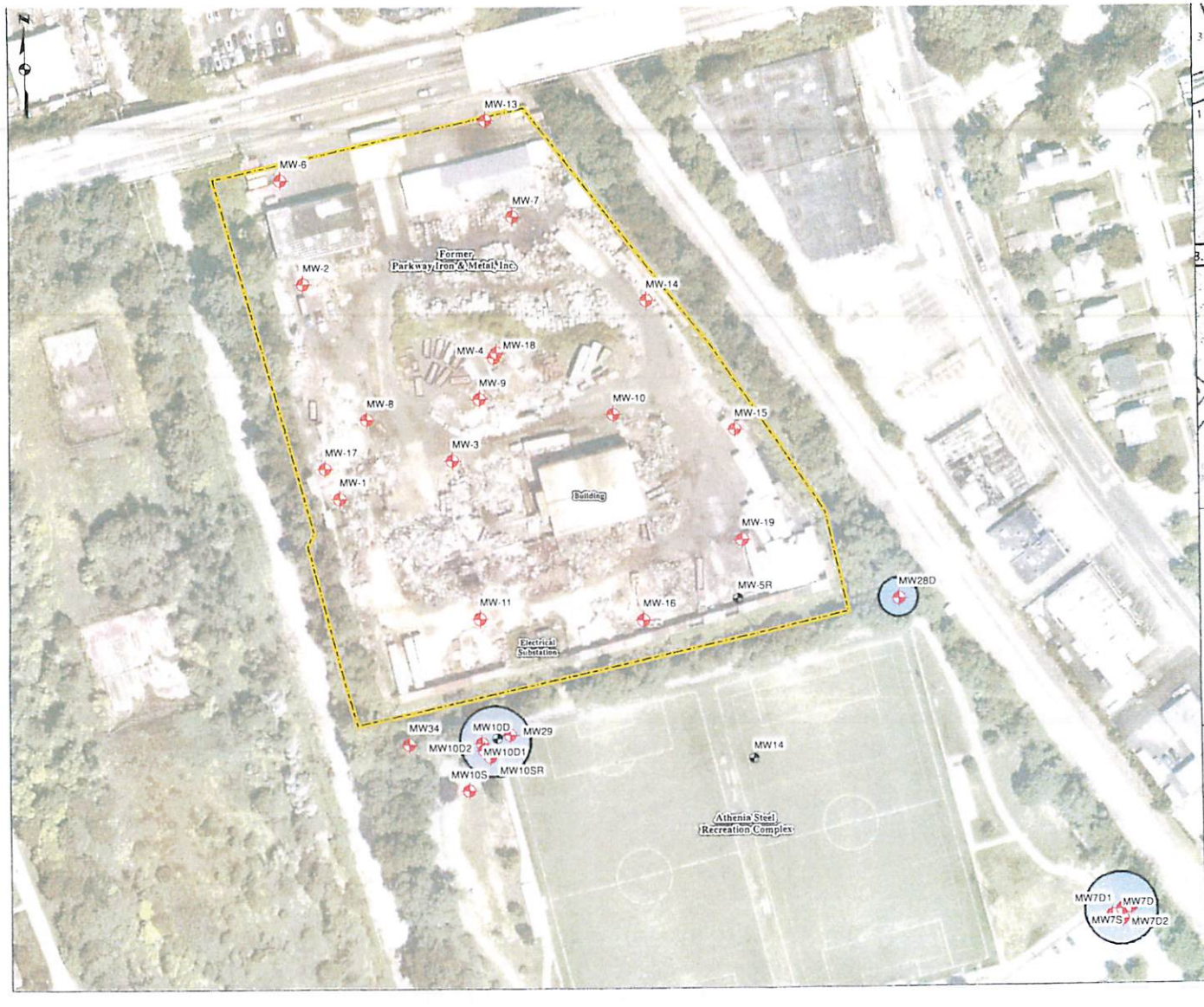
property during this process and will work closely with its representatives to ensure safe operations.

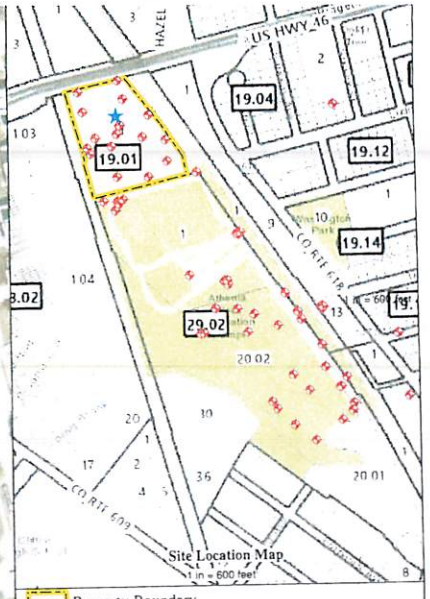
As outlined in the previous sections, a minimum of 2.5 days will be required under this request. Additional days may be requested in the future contingent upon the soil and ground water sampling results.

Enclosures:

Figure 1: Site Location Map – Recreation Complex Work Area – Soil Investigation
Figure 2: Site Location Map – Recreation Complex Work Area – Ground Water Investigation
Table 1: Off-site Soil Sampling Plan
Table 2: Off-site Ground Water Sampling Plan

Former Parkway Iron & Metal Inc
Building
Electrical Substation
Athenia Steel Recreation Complex
NF-95
NF-96
NF-97
US HWY 46
19.04
19.01
19.12
19.14
29.02
Site Location Map
Property Boundary
City of Clifton Work Area
Proposed Off-Site Soil Boring Location
Basemap Sources
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community
NJ Office of Information Technology, Office of GIS (NJOGIS)
NewFields
22 West Street
Red Bank, NJ 07701
Tel: 732-224-7066
www.newfields.com
FIGURE 1
SITE LOCATION MAP
RECREATION COMPLEX WORK AREA
SOIL INVESTIGATION
PARKWAY IRON & METAL, INC.
613-639 ROUTE 46 EAST
CLIFTON, NEW JERSEY
0
100
200
ft
Date: 7/9/2024
1 in = 100 ft





Property Boundary

City of Clifton Work Area

Monitoring Well Status

Active

Inactive

Basemap Sources
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community
NJ Office of Information Technology, Office of GIS (NJOGIS)
Aerial Imagery: Copyright Nearmap
Aerial Imagery Date: July 2022

NewFields
22 West Street
Red Bank, NJ 07701
Tel: 732-224-7066
www.newfields.com

FIGURE 2

SITE LOCATION MAP
RECREATION COMPLEX WORK AREA
GROUD WATER INVESTIGATION
PARKWAY IRON & METAL, INC.
613-639 ROUTE 46 EAST
CLIFTON, NEW JERSEY

0 100 200 ft.

Date: 7/9/2024

1 in = 100 ft

Table 1
Off-Site Soil Sampling Plan
Former Parkway Iron Metal, Inc.
613-639 Route 46 East
Clifton, New Jersey

Field Samp ID	Property	Easting (X)	Northing (Y)	AOC	Previous Soil Boring	Depth (ft)[1]	Metals	SVOCs	PCBs	Containers	Holding time
NF-95	City of Clifton	586092.1571	744136.1558	AOC 6 Historic Fill (Entire site)	NF-86	0.0-0.5 1.5-2.0	Lead	-	PCBs	1 x 4 oz	Metals 180 days, PCBs 14 days
NF-96	City of Clifton	585874.6648	744080.4943	AOC 13 Transformers	NF-87	0.0-0.5 1.5-2.0	-	-	PCBs	1 x 4 oz	Metals 180 days, PCBs 14 days
NF-97	City of Clifton	585643.7724	744033.0789	AOC 9C Stormwater Inlets	SB-12	0.0-0.5 1.5-2.0			PCBs	1 x 4 oz	Metals 180 days, PCBs 14 days

Note:
[1]: For all locations, collect a sample at bottom of the macrocore or deeper to HOLD as contingency
"-": no analysis proposed
AOC: Area of concern
ft: feet
PCBs: polychlorinated biphenyls

Table 2
Off-Site Ground Water Sampling Plan
Former Parkway Iron Metal, Inc.
613-639 Route 46 East
Clifton, New Jersey

Well ID	Property	Diameter (in)	Total Depth (feet below surface)	Screened or Open Interval (feet below surface)	Measuring Point Elevation (feet MSL)	Parkway Iron Well to Delineate	Parameters
MW10D	National Standard	2	55	45 to 55	138.83	MW-9	PFAS
MW10D1	National Standard	2	170	160 to 170	-	-	-
MW10D2	National Standard	2	202	192 to 202	138.55	-	-
MW10S	National Standard	4	34	23 to 34	-	-	-
MW10SR	National Standard	4	34	24 to 34	138.88	MW-11	1,4-Dioxane Metals PFAS TCE
MW28D	National Standard	2	60	45 to 60	144.1	MW-19	PFAS
MW29	National Standard	6	33	18 to 33	142.53	-	-
MW34	National Standard	6	33	18 to 33	142.05	-	-
MW7D	National Standard	2	85	75 to 85	138.12	MW-18	PCE PFAS TCE
MW7D1	National Standard	2	145	135 to 145	138.34	-	-
MW7D2	National Standard	2	205	195 to 205	138.71	-	-
MW7S	National Standard	4	36	26 to 36	138.12	Multiple (MW-11, MW-16, MW-19)	1,4-Dioxane Metals PFAS TCE

Notes
TRC, 2017. Remedial Investigation Report Addendum, Former National Stadnard Company Site, Table VII.
PFAS: per- and polyfluoroalkyl substances
PCE: Tetrachloroethylene
TCE: Trichloroethylene

ATTACHMENT 2

NewFields Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

1/1/2025

DATE (MM/DD/YYYY): 7/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1469210 NewFields Companies, LLC 1349 W. Peachtree Street, NW Suite 1950 Atlanta, GA 30309	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Allied World Assurance Company (U.S.) Inc. — 19489 INSURER B : The Travelers Indemnity Company — 25658 INSURER C : The Travelers Indemnity Company of Connecticut — 25682 INSURER D : Arch Specialty Insurance Company — 21199 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 20726767 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X $2M Per Project X Req by written contr GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	Y	Y	0308-0619	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	810-9M692220-24-43-G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Ded	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	0308-0622	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB-4K276858-24-43-G	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D	Prof.&Poll. Liab. Prof. Liab Cyber	N	N	0308-0619 CCP1110541-00	1/1/2024 1/1/2024	1/1/2025 1/1/2025	Each Act/Occ.: $1M Pol. Agg: $2M Ret: $100K $5M Ret: $25K	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job Reference: City of Clifton. City of Clifton is included as Additional Insured on the General Liability, Automobile Liability and Umbrella Liability as required by written contract. Waiver of Subrogation applies in favor of the Additional Insured under the General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation as required by written contract.

CERTIFICATE HOLDER

20726767
City of Clifton
Attn: Andrew P. Oddo, Esq.
900 Clifton Avenue
Clifton NJ 07013

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1731

NewFields Princeton, LLC
1349 W. Peachtree St. Nw, Suite 1950
ATLANTA, GA 30309
404-347-9050

TRUIST

64-10/610

CHECK DATE
8/14/2024

PAY One Thousand Seven Hundred and 00/100 Dollars

AMOUNT $1,700.00

TO Delta Environmental Services, LLC
165 Passaic Avenue, Suite 205
Fairfield, NJ 07004

Lisa Maguire
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈0000 1731⑈ ⑆06 1000 104⑆ 1000 2469 5350 8⑈

NewFields Princeton, LLC

1731

Date: 8/14/2024 7:13:18 AM

Pay To Delta Environmental Services, LLC

Check Amount: $1,700.00

Invoice No.	Date	Reference	Invoice Amount	Amount Due	Discount	Apply	Balance
081224	08/12/2024		1,700.00	1,700.00	0.00	1,700.00	0.00

ITEM NUMBER: A- 12

ITEM NAME: Authorization to Approve Supplemental Funds for Prosecution of Disciplinary Matters Against Employees of the City of Clifton (R425)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/26/2024	Cover Memo

City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

(973) 470-5817
FAX: (973) 470-5254

August 26, 2024

Mayor Raymond Grabowski & Members of
the Clifton Municipal Council
City Hall - 900 Clifton Avenue
Clifton, New Jersey 07013

Re: **Supplemental Funds for Prosecution of Disciplinary Matters Against Employees of the City of Clifton**

Dear Mayor Grabowski and Members of the Municipal Council:

As the Council may recall, on June 5, 2024, a professional services contract was awarded to the firm Adams, Lattibourdere, Croot & Herman for the prosecution of disciplinary matters against employees of the City of Clifton. This contract was awarded for a one year term from June 5, 2024 through June 4, 2025, not to exceed $5, 000.00 for the term. As of July 31, 2024, we have exhausted $3,922.00 from the $5,000.00 limited approved. In order to continue using the services awarded to Adams, Lattibourdere, Croot & Herman, we are requesting an additional $5,000.00 for a not to exceed amount of $10,000.00 for the term. A resolution appears on the agenda to this effect.

Thank you for your consideration in this matter.

Very truly yours,

/s/ *Andrew P. Oddo*

ANDREW P. ODDO
First Assistant Municipal Attorney

APO/kmk
Attachments

ALC&H
Adams | Lattiboudere | Croot | Herman

Woodbridge Towers
555 Route 1 S
Suite 240
Iselin, NJ 08830
973.735.2742

MARLTON OFFICE
10000 Lincoln Drive East
Suite 201
Marlton, NJ 08053
856.988.5488

City Of Clifton
900 Clifton Avenue
Clifton, NJ 07013

June 30, 2024
Invoice #: 6185

Matter: 966-01 Description: Discipline Matters

Professional Fees

Date	Timekeeper	Description	Rate	Hours	Amount
06/19/2024	ASH	Consideration of issues regarding multiple pending disciplinary matters.	$185.00	0.80	$148.00
06/19/2024	PL	Review analysis of case files from D. Johnson, confer regarding next steps and information needed, review communication regarding phone conference	$185.00	1.80	$333.00
06/20/2024	ASH	Review email and attachment from M. Priore, Esq. regarding J.W. matter; telephone conference with D. Johnson.	$185.00	0.50	$92.50
06/20/2024	PL	Telephone conference with Doug Johnson regarding pending PNDAs, confer regarding follow up , review analysis response and follow up on M. Priore email regarding JW matter	$185.00	1.20	$222.00
06/26/2024	PL	Draft info request e-mail to send to City of Clifton personnel officer.	$185.00	0.20	$37.00
06/26/2024	PL	Follow up and contact attorneys in the PH, JB, DN and WE matters, outline requests for additional information in NG, review related emails, telephone conference and draft follow up emails to counsels, review and follow up on emails from C. Jamison and F. Cioffi	$185.00	2.20	$407.00

06/26/2024	ASH	Email correspondence with withdrawing counsel; review and execute stipulation of counsel; consideration of issues regarding matter; review email from ALJ (J.W.).	$185.00	0.40	$74.00
06/27/2024	ASH	Review and execute substitution of attorney (J. Welsh); emails with OAL regarding telephone conference call.	$185.00	0.20	$37.00
06/27/2024	PL	Review analysis and follow up on communication from Bob Canaan draft correspondence in WE matter, review analysis of IA report in NG matter	$185.00	0.60	$111.00
				7.90	**$1,461.50**

Invoice Amount:	$1,461.50
Other Outstanding Balances:	$0.00
Total Amount:	$1,461.50
Amount Received:	$0.00
Balance Due:	**$1,461.50**

ALC&H
Adams | Lattiboudere | Croot | Herman

Woodbridge Towers
555 Route 1 S
Suite 240
Iselin, NJ 08830
973.735.2742

MARLTON OFFICE
10000 Lincoln Drive East
Suite 201
Marlton, NJ 08053
856.988.5488

City Of Clifton
900 Clifton Avenue
Clifton, NJ 07013

July 31, 2024
Invoice #: 6321

Matter: 966-01 Description: Discipline Matters

Professional Fees

Date	Timekeeper	Description	Rate	Hours	Amount
07/01/2024	PL	Reviewed body camera footage and IA report pertaining to Nigel Gough.	$185.00	0.70	$129.50
07/02/2024	ASH	Email correspondence with M. Montanari, Esq.; review documents including voluminous investigation report (J. Welsh).	$185.00	2.10	$388.50
07/03/2024	PL	(JW) Reviewed documents and materials related to PNDA.	$185.00	0.30	$55.50
07/08/2024	ASH	Review email from OAL regarding J. Welsh matter.	$185.00	0.10	$18.50
07/11/2024	PL	Confer regarding all disciplinary cases and status of resolution discussions, outline and draft related updates to client, review related emails	$185.00	0.70	$129.50
07/11/2024	ASH	Consideration of issues regarding J. Chieroco PNDA.	$185.00	0.20	$37.00
07/11/2024	ASH	Consideration of issues regarding S. Litchfield PNDA.	$185.00	0.20	$37.00
07/11/2024	ASH	Consideration of issues regarding D. Tello PNDA; email to L. Dvorak, Esq.	$185.00	0.30	$55.50
07/11/2024	ASH	Consideration of issues regarding M. Perez PNDA; emails with C. Gumpel, ESq.	$185.00	0.30	$55.50
07/11/2024	ASH	Consideration of issues regarding J. Davis PNDA.	$185.00	0.20	$37.00
07/11/2024	ASH	Consideration of issues regarding J. Welsh OAL hearing.	$185.00	0.20	$37.00

07/11/2024	PL	Draft/finalize e-mail to Douglas Johnson/Matthew Priore re update on pending PNDA matters; information needed.	$185.00	0.20	$37.00
07/11/2024	PL	[IMO M.D.] Receipt/review e-mail correspondence from Detective/Lt. Maurice Scardigno enclosing discovery; update file.	$185.00	0.10	$18.50
07/12/2024	ASH	Review email from Corporation Counsel; review P.H. investigation report.	$185.00	0.50	$92.50
07/15/2024	ASH	Review email from Personnel Director; review documents; review email from L. Dvorak, Esq. (D.T).	$185.00	0.30	$55.50
07/16/2024	ASH	Consideration of issues regarding S.L. PNDA.	$185.00	0.10	$18.50
07/16/2024	ASH	Consideration of issues M.D. PNDA.	$185.00	0.10	$18.50
07/22/2024	PL	Confer regarding meeting with client, review and respond to related emails	$185.00	0.20	$37.00
07/22/2024	ASH	Review emails from Corporation Counsel and Personnel Director regarding meeting to discuss multiple matters.	$185.00	0.20	$37.00
07/24/2024	ASH	Consideration of issues regarding M.P. matter; telephone conference with C. Gumpel, Esq.; review and analysis of draft settlement agreement; telephone calls with L. Dvorak's office regarding D.T.; review new D.T. PNDA.	$185.00	1.20	$222.00
07/25/2024	PL	Prepare for and conduct zoom meeting with D. Johnson, confer regarding next steps review related emails	$185.00	1.10	$203.50
07/25/2024	ASH	Prepare for and attend Zoom with Personnel Director; consideration of issues regarding multiple matters; email to Corporation Counsel; email to G. Lemka, Esq. regarding S.L. matter.	$185.00	1.40	$259.00
07/29/2024	ASH	Email correspondence with client regarding M.F. matter; consideration of issues regarding same.	$185.00	0.40	$74.00
07/30/2024	ASH	Telephone conference with Corporation Counsel; emails with M. Montanari, Esq.; emails with Corporation Counsel; consideration of issues regard M.P. settlement and matter.	$185.00	0.90	$166.50
07/30/2024	ASH	Consideration of issues regarding E.G. matter; review emails from Personnel Director and M. Montanari, Esq.	$185.00	0.40	$74.00
07/31/2024	ASH	Email correspondence with Corporation Counsel; review documents (E.G.).	$185.00	0.50	$92.50
07/31/2024	PL	Review and follow up on case assignment, OAL Notice, and Notice of Appearance follow up.	$185.00	0.40	$74.00

	13.30	**$2,460.50**

Invoice Amount:	$2,460.50
Other Outstanding Balances:	$0.00
Total Amount:	$2,460.50
Amount Received:	$0.00
Balance Due:	**$2,460.50**

ITEM NUMBER: A- 13

ITEM NAME: Authorization to Approve Proposed Amendment to the City's Land Use Code

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/29/2024	Cover Memo

City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

(973) 470-5817
FAX: (973) 470-5254

August 29, 2024

Mayor Raymond Grabowski & Members of
the Clifton Municipal Council
City Hall - 900 Clifton Avenue
Clifton, New Jersey 07013

Re: **Proposed Amendment to the City's Land Use Code**

Dear Mayor Grabowski and Members of the Municipal Council:

Attached you shall find correspondence from City Planner Jill Hartmann regarding the Planning Board's recommendation that the City amend its definition of "Height of Building." The Planning Board has confirmed that this change is consistent with the City's Master Plan. An ordinance appears on the agenda for introduction.

Thank you for your consideration in this matter.

Very truly yours,

/s/ *Andrew P. Oddo*

ANDREW P. ODDO
First Assistant Municipal Attorney

APO/kmk
Attachment

Jill A. Hartmann, PP, AICP
21 Sparrowbush Road Mahwah, New Jersey
Tel. No. (201) 818.9090 Email: jillhartpp@aol.com

TO: Clifton Planning Board
FROM: Jill A. Hartmann, PP, AICP
RE: BUILDING HEIGHT DEFINITION.
DATE: August 20, 2024

Section 461-64 DEFINITIONS
The City Ordinance defined Height of Building as follows:

> The vertical distance in the case of gable roofs and hip roofs to the mean level between the eaves and the highest point of the roof, and in all other cases to the level of the highest point of the roof, measured from the curb level if the building is not more than 10 feet distant from the front line, and from the average ground level at the sides of the buildings in all other cases.

The following revised definition, of Height of Building, is proposed:

> The vertical distance of all building roofs to the level of the highest point of the roof, measured from the average finished grade level at the perimeter of the building.

ITEM NUMBER: A- 14

ITEM NAME: Authorization to Approve Hearing of Anthony's Towing
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/30/2024	Cover Memo

City of Clifton
LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

(973) 470-5817
FAX: (973) 470-5254

August 30, 2024

Mayor Raymond Grabowski and Members
of the Clifton Municipal Council
900 Clifton Avenue
Clifton, NJ 07013

Re: Anthony's Towing

Dear Mayor Grabowski and Council Members:

Enclosed please find a letter from Ross Rizzo of Anthony's Towing requesting a formal hearing concerning their non-reappointment as an official tower.

Thank you for your consideration in this matter.

Very truly yours,

THOMAS M. EGAN
Assistant Municipal Attorney

TME/ssj

August 30, 2024

Municipal Clerk
City of Clifton
900 Clifton Avenue
Clifton, NJ 07013

Re: Anthony's Towing

Dear Mrs. Ferrigno:

I am hereby requesting a hearing on the matter of my company's exclusion from the approved towing list. In an earlier communication, I asked for a hearing if my company was removed from the approved towing list. I have now been advised that we have been removed from said list, and pursuant to the representations by city officials, we are requesting a formal hearing before the council or the proper city officials. This request is pursuant to representations made to my prior attorney. I am in the process of retaining a new attorney who will represent my company and I have a meeting with him on September 4th.

Yours truly,

Ross Rizzo

ITEM NUMBER: A- 15

ITEM NAME: Authorization to Approve Block Party on Churchill Drive - October 5, 2024

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/26/2024	Cover Memo

43 Churchill Drive
Clifton, NJ 07013

July 10, 2024

Mr. Dominick Villano, City Manager
City of Clifton
900 Clifton Avenue
Clifton, NJ 07013

Dear Mr. Villano,

The neighborhood of Churchill Drive would like to again have a neighborly meet and greet block gathering for the residents of Churchill Drive, Country Lane and Charles Street. In doing so, we are requesting that our street, Churchill Drive, be closed from Country Lane to Charles Street for our event (see attached Google Map).

Note that this road closure is temporary and would not affect through traffic on Country Lane, Charles Street or the dead-end portion of Churchill Drive.

We would like to schedule our event on Saturday, October 5, 2024 from 12:00 noon to 6 pm.

We appreciate your assistance and approval in granting and expediting this request.

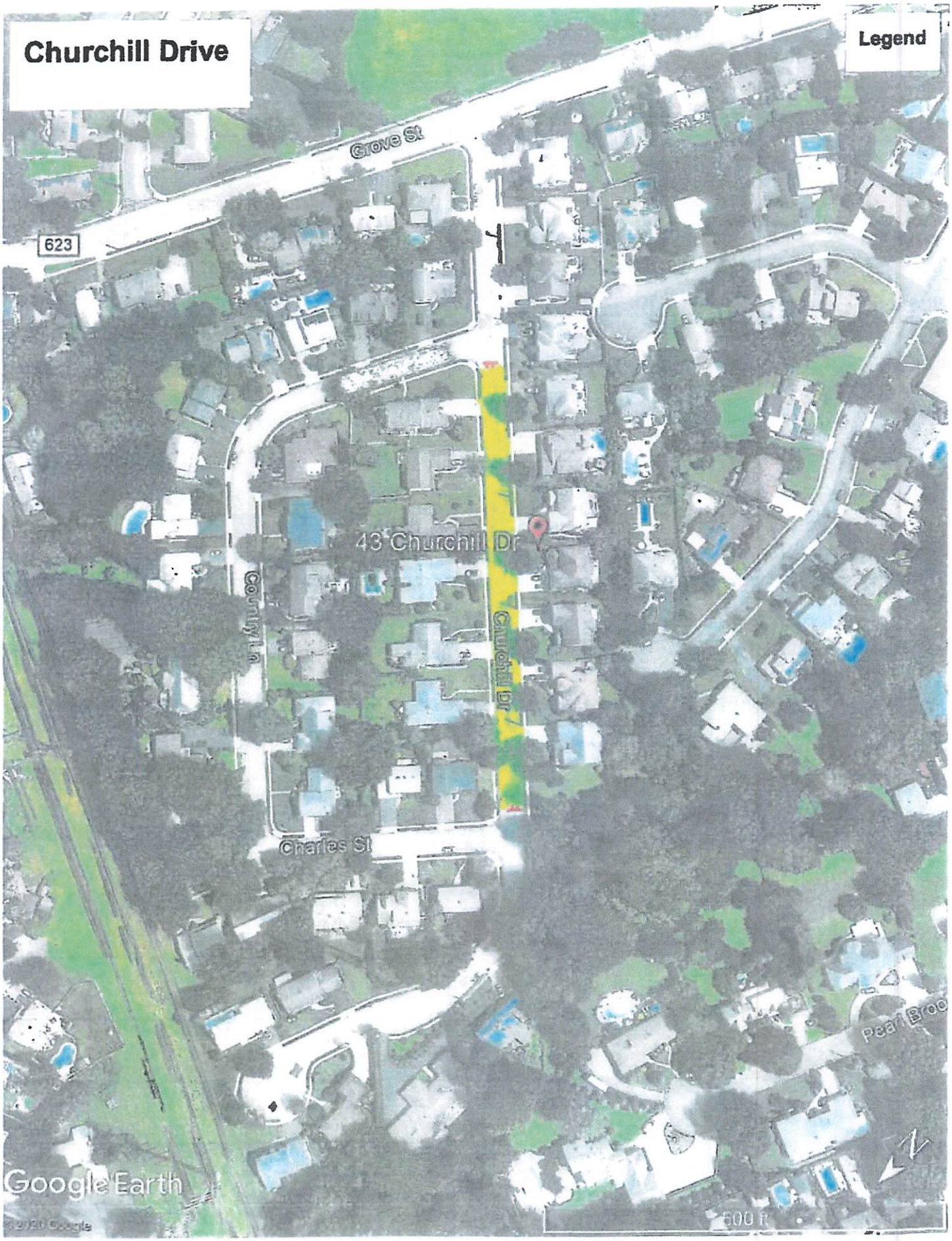
Respectfully submitted,

Carol Genchi

Nick and Carol Genchi
43 Churchill Drive

Lyn Puleo

Bob and Lyn Puleo
37 Churchill Drive


Churchill Drive
Legend
Grove St
623
43 Churchill Dr
Churchill Dr
Charles St
Google Earth
500 ft

RESIDENTS APPROVAL FOR TEMPORARY ROAD CLOSURE FOR NEIGHBORHOOD BLOCK PARTY ON OCT. 5, 2024

We, the undersigned, are residents of Churchill Dr between Country Lane and Charles St; and hereby approve of the temporary road closure requested for our neighborhood block party on Saturday, Oct. 5, 2024.

Name and Signature	Address
Carol Genchi	43 CHURCHILL DR
Carol Genchi	48 Churchill Drive
Manuel Coplin	
MARI C. Coplin-Roque	49 CHURCHILL DR.
RENATO CLARIN	
JOSEPH GOMEZ	31 Churchill Drive
Lyn Pulco	37 Churchill Dr.
GEORGE SPYROPOULOS	25 CHURCHILL DR.
Mona Genco-	42 Churchill dr.
Jacob Koshy	66 Country Lane Clifton, NJ 07013
Tricia Paolucci	71 Country Lane, Clifton 07013
Jack Tylling	54 Churchill Dr.
Rosie Whitmore	55 Churchill Dr.

ITEM NUMBER: A- 16

ITEM NAME: Authorization to Approve Application to Become a Member of the Disabilities Committee (R429)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Application	8/26/2024	Cover Memo

Mayor & Municipal Council
City of Clifton
900 Clifton Avenue
Clifton, NJ 07013

THE CITY OF CLIFTON
APPLICATION TO SERVE ON A BOARD OR COMMISSION

Name: Janice Struwe Date: August 26, 2024

Address: 77 Vreeland Avenue, Clifton 07011

Telephone: 973-340-4094

Cell: 973-572-8592

Business:_____

E-mail: jstruwe@aol.com

Board Applying For: Disabilities Committee

Reason for Applying for this Board: Concerned about disabled individuals

_____

List Work Experience:

Secretary/word processer_____

List Educational Background:

_____

List Previous Boards Served On

_____

_____

ITEM NUMBER: A- 17

ITEM NAME: Authorization to Approve St. Cyril Procession on October 27, 2024
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/29/2024	Cover Memo

Hermandad del Señor de los Milagros

Saint Cyril and Methodiust the Clifton

P.O. Box 826, Clifton, NJ 07015

Fundada el 17 de Octubre del 2004

RECEIVED
AUG 26 2024
CITY CLERK
CLIFTON, NJ

Clifton August 19, 2024

THE HONORABLE MAYOR RAYMOND GRABOWSKI I;
CITY OF CLIFTON AND RESPECTIVE COUNCIL MEMBERS
900 Clifton Avenue
Clifton N.J 07013

We, the members of the fraternity of the Lord of Miracles of the SS Cyril and Methodius Church, hereby apply to hold a religious procession upon the streets of Clifton on Sunday October 27,2024 from 1:00 PM to 8:00 PM under the auspices of SS Cyril and Methodius Church.

We thank you and your staffs for the support you have provided to us over the years. Your support has allowed us to carry on our procession, which in itself was an act of faith and devotion, and for that we thank you and God bless you all.

The activity will be using the following Streets and Avenues.

218 Ackerman Avenue – Lincoln Pl — Center st — Milosh st – 218 Ackerman Avenue.

Please note that after the procession the streets and sidewalks will be cleared of all refuse. If any question, concerns or comments please address to the following.

Hermandad del Señor de los Milagros de Clifton
Pastor: Misael Jaramillo
(973) 546-4390
P.O. Box 826
Clifton, NJ 07015
Thank you for your prompt consideration of this request.

Ft. Misael Jaramillo
Pastor: Misael Jaramillo

Milner Garcia
President: Milner Garcia

Foreman: Daniel Guerrero

Treasurer: Marcos Sierra

RECEIVED

AUG 26 2024

CITY CLERK
JULITON, CA

ITEM NUMBER: A- 18

ITEM NAME: Authorization to Approve New Limousine License - Gio Rides LLC (R430)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Checklist	8/29/2024	Cover Memo

New
2024

Paid
$175.00
8-16-2024

LICENSE APPROVAL CHECK LIST

Owner Name: Eduardo Romero
Address: 29 Harrison Pl. 2FL
Business Name: Gio Rides LLC.
License For: Limousine

		Date Approved
✓	Police Department	7/23/2024
___	Fire Department	_____
✓	Zoning Department	8/26/2024
___	Health Department	_____
___	Engineering Department	_____
✓	Police Traffic - Droubi	8/27/2024

ITEM NUMBER: A- 19

ITEM NAME: Authorization to Approve Emergency Orders for Various Properties (R431)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/27/2024	Cover Memo

OFFICE OF THE TAX COLLECTOR

900 Clifton Avenue, Clifton, NJ – 07013

Telephone: 973-470-5837 Fax 973-471-9336

Email: taxcollector@cliftonnj.org

Interoffice Memorandum

Date: **August 30, 2024**

To: **Mayor and Council**

Cc: **Dominick Villano, City Manager**

From: **Sanjana S. Parab, Tax Collector**

Subject: **Emergency orders for various properties**

The emergency orders documentation and memorandum from Zoning department received for 3 properties are included for review. $100.00 administrative fee added to each property.

MEMO

Date: August 26, 2024

To: Tax Department

From: Zoning Department

Re: Emergency orders for various properties

Please prepare the resolution to lien the following properties for these emergency orders, please add $100.00 administrative fee to each property per "273-25 C":

1. 121 Getty Ave. – Blk: 12.05 Lot: 10 – Invoice # 917888 $175.00
2. 802 Van Houten Ave. -Blk: 36.10 Lot: 16 – Invoice #917889 $175.00
3. 53 Haddenfield Rd. – Blk: 74.08 Lot: 9 – Invoice 917891 $150.00

Thank you

DOMINICK VILLANO
City Manager

City of Clifton

OFFICE OF THE CITY MANAGER
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

TEL.: (973)-470-5854
(201)-303-8749
FAX: (973) 470-5265
dvillano@cliftonnj.org
www.cliftonnj.org

Date: June 12th, 2024

Via USPS Regular Mail Certified
Mail Return Receipt Requested

Kalabalik, Fikret
9 Ave at Port Imperial
West New York, NJ 07093

RE: Block: 12.05 – Lot: 10

EMERGENCY ORDER

An emergency exists at the premises known as **121 Getty Ave** which affects the public health, safety and welfare. It is ORDERED, therefore, that:

** PROPERTY REQUIRES CLEAN-UP / Overgrowth

- There is high grass and overgrowth.

273-11 J – Safety and sanitary maintenance requirements.

Every building, dwelling and dwelling unit and all other areas of the premises shall be clean and free from garbage or rubbish and other hazards to safety. Lawns, hedges and bushes shall be kept trimmed and shall not be permitted to become overgrown and unsightly. Brush, weeds, uncut grass and/or obnoxious growths shall not exceed six inches in height.

All work must be completed within 10 days after receipt of this letter.

In the event that you fail to abate the aforesaid hazards within 10 days from the date receipt of this letter, the City of Clifton will authorize all necessary work to be done and for a lien to be filed against the premises for the costs of the same.

If you have any questions about this Order, please call Inspector: **James Meisberger** in the housing department at 973-470-5808.

Date 6/12/24

Dominick Villano City Manager

917888

CUSTOMER'S ORDER NO. DATE 8/3/24

NAME Michael Zhitnick

ADDRESS 44 Springdale Ct

CITY, STATE, ZIP Clifton, NJ 07013

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D	PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT
1		121 Getty Ave		
2				
3		Cut grass + weeds		150 00
4				
5		Sprayed weeds		25 00
6				
7				
8				
9				
10				
11				
12		Total		175 00

RECEIVED BY

A-4705
T-46570

KEEP THIS SLIP FOR REFERENCE

61-31

DOMINICK VILLANO
City Manager

City of Clifton

OFFICE OF THE CITY MANAGER
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

TEL: (973)-470-5854
(201)-303-8749
FAX: (973) 470-5265
dvillano @ cliftonnj.org
www.cliftonnj.org

Date: June 18th, 2024

Via USPS Regular Mail Certified
Mail Return Receipt Requested

Quicks Realty LLC
295 West Milton Ave
Rahway, NJ 07065

RE: Block 36.10 - Lot 16

EMERGENCY ORDER

An emergency exists at the premises known as **802 Van Houten Ave** which affects the public health, safety and welfare. It is ORDERED, therefore, that:

** PROPERTY REQUIRES CLEAN-UP / Overgrowth

- There is overgrowth and high grass.

273-11 J – Safety and sanitary maintenance requirements.

Every building, dwelling and dwelling unit and all other areas of the premises shall be clean and free from garbage or rubbish and other hazards to safety Lawns, hedges and bushes shall be kept trimmed and shall not be permitted to become overgrown and unsightly Brush, weeds, uncut grass and/or obnoxious growths shall not exceed six inches in height

All work must be completed within 10 days after receipt of this letter.

In the event that you fail to abate the aforesaid hazards within 10 days from the date receipt of this letter, the City of Clifton will authorize all necessary work to be done and for a lien to be filed against the premises for the costs of the same.

If you have any questions about this Order, please call Inspector: **John Scangarello** in the housing department at 973-470-5190

Date 6/18/24

Dominick Villano, City Manager

917889

CUSTOMER'S ORDER NO. | DATE 8/3/24

NAME Michael Zhitnick

ADDRESS 44 Springdale Ct

CITY, STATE, ZIP Clifton, NJ 07013

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	802 VanHouten Ave		
2			
3			
4	Cut grass + weeds		100 00
5			
6	Trimmed Hedges over		50 00
7	Sidewalk		
8			
9	Sprayed weeds		25 00
10			
11			
12	Total		175 00

RECEIVED BY

A-4709
T-4852A

KEEP THIS SLIP FOR REFERENCE

01 11

City of Clifton

900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

TEL: (973) 470-5808
www.cliftonnj.org

Brian Rodgers
Zoning/Housing Officer

Date: July 15th, 2024

Via USPS Regular Mail Certified
Mail Return Receipt Requested

Abedrabbo, Hannah
53 Haddenfield Rd
Clifton, NJ 07013

RE: Block: 74.08 – Lot: 9

EMERGENCY ORDER

An emergency exists at the premises known as **53 Haddenfield Rd** which affects the public health, safety and welfare. It is ORDERED, therefore, that:

** PROPERTY REQUIRES CLEAN-UP / Overgrowth

- Hedges along the south field need to be trimmed back away from the sidewalk up to a minimum of 10 ft. in height.

273-11 J – Safety and sanitary maintenance requirements.

Every building, dwelling and dwelling unit and all other areas of the premises shall be clean and free from garbage or rubbish and other hazards to safety. Lawns, hedges and bushes shall be kept trimmed and shall not be permitted to become overgrown and unsightly. Brush, weeds, uncut grass and/or obnoxious growths shall not exceed six inches in height.

All work must be completed within 10 days after receipt of this letter.

In the event that you fail to abate the aforesaid hazards within 10 days from the date receipt of this letter, the City of Clifton will authorize all necessary work to be done and for a lien to be filed against the premises for the costs of the same.

If you have any questions about this Order, please call Inspector: **Mark Russomanno** in the housing department at 973-470-5687.

Date 7/15/24

Dominick Villano, City Manager

917891

CUSTOMER'S ORDER NO. | DATE 8/13/24

NAME Michael Zhitnick

ADDRESS 44 Springdale CT

CITY, STATE, ZIP Clifton, NJ 07013

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	53 Hudderfield Rd		
2			
3			
4	Cut hedges hanging		
5	ove Sidewalk		150 00
6			
7			
8			
9			
10			
11			
12	Total		150 00

RECEIVED BY

KEEP THIS SLIP FOR REFERENCE

ITEM NUMBER: A- 20

ITEM NAME: Authorization to Approve Tax Exempt Veteran (R432)
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/26/2024	Cover Memo

OFFICE OF THE TAX COLLECTOR

900 Clifton Avenue, Clifton, NJ – 07013

Telephone: 973-470-5837 Fax 973-471-9336

Email: taxcollector@cliftonnj.org

Interoffice Memorandum

Date: **August 30, 2024**

To: **Mayor and Council**

Cc: **Dominick Villano, City Manager**

From: **Sanjana S. Parab, Tax Collector**

Subject: **Tax Exempt Veteran**

Hanner Erazo, owner of 434 Highland Ave, has been classified by the Department of Veteran Affairs as 100% disabled veteran; documentation and memorandum from the Tax Assessor are included for review. Property is a two-family which is eligible for a 50% exemption. The retroactive refund reverts to September 1, 2023, for a total refund of $ 5,423.43.

Veteran Exempt Calcuation - Two Family Dwelling
Partial 2023 and Partial 2024

Name	Address	Date of Disability	Block	Lot	Qual	
Hanner	434 Highland Ave	9/1/2023	21.02	68	Taxable	
			21.02	68	X (Exempt)	
2023 3rd Qtr	Multi-Family	Per Diem	Amount Paid	Taxable Portion	Exempt Portion	Refund Due
$ 2,510.90	50% Exempt	$ 13.95	$ 2,510.90	$ 1,255.45		
		1255.45/90		$ 836.95	$ 418.50	$418.50
				60 Days	30 Days	
2023 4th Qtr	Multi-Family		Amount Paid	Taxable Portion	Exempt Portion	Refund Due
$ 2,450.13	50 % Exempt		$ 2,450.13	$ 1,225.07	$ 1,225.06	$ 1,225.06
2024 1st Qtr	Multi-Family		Amount Paid	Taxable Portion	Exempt Portion	Refund Due
$ 2,445.07	50 % Exempt		$ 2,445.07	$ 1,222.54	$ 1,222.54	$ 1,222.54
2024 2nd Qtr	Multi-Family		Amount Paid	Taxable Portion	Exempt Portion	Refund Due
$ 2,445.07	50 % Exempt		$ 2,445.07	$ 1,222.54	$ 1,222.54	$ 1,222.54
2024 3rd Qtr	Multi-Family		Amount Paid	Taxable Portion	Exempt Portion	Refund Due
$ 2,669.57	50% Exempt		$ 2,669.57	$ 1,334.79	$ 1,334.79	$ 1,334.79
Billed			*Paid*	*Taxable*	*Exempt Portion*	*Refund Due*
$ 12,520.74			$ 12,520.74	$ 5,841.89	*$ 5,423.43*	$5,423.43

INTEROFFICE MEMO
CITY OF CLIFTON
TAX ASSESSOR'S OFFICE

To: Sanjana Parab, Tax Collector

Date: August 14, 2024

From: Matthew Rinaldi, Tax Assessor

Re: 100% Disabled Veteran Exemption

Claimant Name: Erazo, Hanner

Property Location: 434 Highland Ave
Block: 21.02 Lot: 68 Qual: X

Date Application Received:	August 12, 2024
Date of Dept. of VA Letter:	August 10, 2024
Date VA Determined 100% Permanent & Total Disability:	September 1, 2023
Partial Ownership as joint/joint tenant in common:	50%

Based on my review, the above referenced claimant has met the requirements for property tax exemption on the dwelling of a 100% disabled veteran. Effective today, I approved the exemption and changed the property class to exempt classification 15F. I have enclosed the approved claim as well, the Department of Veterans Affairs letters.

Mr. Eranzo has a 50% ownership interest in the property and occupies one of the apartments in the two-family house and the joint owner (non-veteran) owns the other 50% and occupies the second apartment, Therefore the 100% disabled veteran is only entitled to an exemption on 50% of the property. Thus, I have split the existing assessment of $168,800 x 50% equals a total assessment of $84,400 and have assigned it as Block 21.02, Lot 68, Qualifier X. The original Block 21.02, Lot 68 will remain taxable with an assessment of $84,400. (50% of $168,800).

In reference to any retroactive refund, pursuant to N.J.S.A.54:4-3.32, it states that the governing body of each municipality, at its discretion, may return all taxes collected on property which would have been exempt had proper claim in writing been made at the time of the exemption. However, please note that any potential retroactive refund, can only be on the 50% ownership interest that Mr. Erazo owns based on an assessment of $84,400.

Please let me know if you have any questions or require further information.

Enclosures

CLAIM FOR PROPERTY TAX EXEMPTION ON DWELLING OF DISABLED VETERAN OR SURVIVING SPOUSE/CIVIL UNION OR DOMESTIC PARTNER OF DISABLED VETERAN OR SERVICEPERSON

(N.J.S.A. 54:4-3.30 et seq. as amended by.P.L.2019, c.413; N.J.A.C. 18:28-1.1 et seq.)

IMPORTANT: File this completed claim with your municipal tax assessor. (See General Guidelines)

1. **CLAIMANT NAME**
   Hanner Erazo
   Name(s) of veteran claimant owner (& spouse, as tenants by entirety, or civil union or domestic partner) or of surviving spouse/civil union or domestic partner permanently residing in dwelling.

2. **DWELLING LOCATION**
   434 Highland Ave, Clifton NJ 07011-3330 | 201 640 0693 | hanner.erazo@gmail.com
   Street Address of claimant owner's principal residence | Phone # | Email

   Passaic | Clifton
   County | Municipality

   21.02 | 68 |
   Block | Lot | Qualifier

3. **DISABLED VETERAN/SURVIVING SPOUSE/CIVIL UNION OR DOMESTIC PARTNER OF DISABLED VETERAN OR SERVICEPERSON** (Check A, B, or C)

   A. ☒ Honorably discharged 100% permanently and totally disabled veteran with active duty service in United States Armed Forces. ATTACH copy DD214.

   B. ☐ Surviving spouse/civil union or domestic partner of honorably discharged 100% permanently and totally disabled veteran with active duty service in United States Armed Forces; **and** I have not remarried/formed a new registered civil union or domestic partnership. ATTACH copy DD214.

   C. ☐ Surviving spouse/civil union or domestic partner of serviceperson who died on active duty in the United States Armed Forces; **and** I have not remarried/formed a new registered civil union or domestic partnership. ATTACH copy Military Notification of Death.

IMPORTANT CHANGE**November 3, 2020, an amendment to the State Constitution was approved by ballot vote. This amendment implemented Public Law 2019, chapter. 413 which provides that N.J. resident honorably discharged disabled veterans, or their surviving spouses no longer need to serve during a specific war period or other emergency to receive the property tax exemption. This Act amends P.L. 1948, c. 259, and supplements chapter 4 of Title 54 of the Revised Statutes.

RECEIVED
AUG 12 2024
CITY OF CLIFTON
TAX ASSESSOR

4. **DISABILITY (Complete A and check B or C)**

A. ☒ Date V.A. determined veteran 100% permanently and totally disabled September 1, 2023.

B. ☐ Service-connected disability declared to be a total or 100% permanent disability, and not so evaluated solely because of hospitalization or surgery and recuperation, sustained through enemy action, or accident, or resulting from disease contracted while in such service.

C. ☐ Service-connected disability rated unemployable with payment of 100% and stated to be totally and permanently disabling.

5. **OWNERSHIP & OCCUPANCY (Complete A, B, or D as applicable and C)**

A. ☐ I (my spouse/civil union partner & I, as tenants by entirety), solely own or hold legal title to the above dwelling house.

B. ☒ Partial owners: I (as joint tenant/tenant in common) own 50 %.
Grantee (buyer) Hanner Erazo & Sugar Erazo name per deed. Deed Date 7-30-2024.

C. ☒ The dwelling house is One-Family and I occupy all of it as my principal residence. **OR** The dwelling house is Multi-Unit and I occupy 50 % as my principal residence.

D. ☐ The claimed property is a ☐ Co-operative ☐ or Mutual Housing Corporation in which I am a Tenant Shareholder:

_____
Corporation Name of Co-operative or Mutual Housing Corporation

_____
Co-Op/M.H. Corp. Street Address Municipality

_____ _____ ☐ Co-op ☐ MHC
Number of Shares for Unit *Total Number of Shares for Co-Op/MHC
*The total number of shares for the corporation can be obtained from the Co-Op/MHC manager.

6. **CITIZEN & RESIDENT (Complete A or B)**

A. ☒ As of 1/1/1998 (insert date - month/day/year), I, the above named veteran claimant was a legal or domiciliary resident of New Jersey.

B. ☐ As of _____ (insert date - month/day/year), I, the above named surviving spouse/civil union or domestic partner claimant was a legal or domiciliary resident of New Jersey; **and** My deceased veteran or serviceperson spouse/civil union or domestic partner was a resident of New Jersey at death.

I certify the above declarations are true to the best of my knowledge and belief and understand they will be considered as if made under oath and subject to penalties for perjury if falsified.

_____ 8-12-24
Signature of claimant Date

USE ONLY – Block ~~2102~~ Lot 68 Qualifier X (Approved) Disallowed

Assessor _____ Date 8/14/2024

50% Ownership, 50% Exemption.

DEPARTMENT OF VETERANS AFFAIRS

August 10, 2024

Hanner Erazo
434 Highland Ave
Clifton, NJ 07011

In Reply Refer to:
xxx-xx-4767
27/eBenefits

Dear Mr. Erazo:

This letter is a summary of benefits you currently receive from the Department of Veterans Affairs (VA). We are providing this letter to disabled Veterans to use in applying for benefits such as state or local property or vehicle tax relief, civil service preference, to obtain housing entitlements, free or reduced state park annual memberships, or any other program or entitlement in which verification of VA benefits is required. Please safeguard this important document. This letter is considered an official record of your VA entitlement.

Our records contain the following information:

Personal Claim Information

Your VA claim number is: xxx-xx-4767

You are the Veteran.

Military Information

Your most recent, verified periods of service (up to three) include:

Branch of Service	Character of Service	Entered Active Duty	Released/Discharged
Navy	Honorable	July 31, 2001	January 14, 2011

(There may be additional periods of service not listed above.)

VA Benefit Information

You have one or more service-connected disabilities:	Yes
Your combined service-connected evaluation is:	100%
Your current monthly award amount is:	$3740.5
The effective date of the last change to your current award was:	July 04, 2024
You are considered to be totally and permanently disabled due solely to your service-connected disabilities:	Yes
The effective date of when you became totally and permanently disabled due to your service-connected disabilities:	September 01, 2023
You are in receipt of special monthly compensation due to the type and severity of	Yes

your service-connected disabilities:

You should contact your state or local office of Veterans' affairs for information on any tax, license, or fee-related benefits for which you may be eligible. State offices of Veterans' affairs are available at http://www.va.gov/statedva.htm.

How You Can Contact Us

- If you need general information about benefits and eligibility, please visit us at https://www.ebenefits.va.gov/ or http://www.va.gov.
- Call us at 1-800-827-1000. If you use a Telecommunications Device for the Deaf (TDD), the number is 1-800-829-4833.
- Ask a question on the Internet at https://www.va.gov/contact-us.

Sincerely Yours,

Regional Office Director

Parab, Sanjana

From: Rinaldi, Matthew
Sent: Thursday, August 15, 2024 8:06 AM
To: Parab, Sanjana
Subject: 21.02-68-X 434 Highland Ave
Attachments: 21.02-68-X 434 Highland Ave. MEMO TO PARAB TAXABLE to EXEMPT - 100% Disabled Vet (2 Family) -8-14-2024.pdf

Sanjana:

Attached is my memo in reference to an approved 100% Disable Veteran Claim for the property at 21.02-68-X 434 Highland Ave.

Please note as stated in my memo that the veteran has a 50% ownership interest in the property and occupies 50% of the property so he is entitled to an exemption on 50% of the property.

Sincerely,

Matt

Matthew S. Rinaldi, CTA, SCGREA
Municipal Tax Assessor
City of Clifton
900 Clifton Ave.
Clifton, NJ 07013
Phone (973) 470-5843
Fax (973) 470-5923
mrinaldi@cliftonnj.org

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ITEM NUMBER: A- 21

ITEM NAME: Authorization to Approve Amending Chapter 17 of the Code of the City of Clifton (O7937)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/29/2024	Cover Memo

Clifton Health Department

INTER-OFFICE MEMO

Date: August 27, 2024

To: Dominick Villano, City Manager

From: John E. Biegel III, Health Officer

CC: Matthew Priore, Municipal Attorney
Andrew Oddo, Assistant Municipal Attorney
Nancy Ferrigno, City Clerk
Roxanne Cammilleri, Clifton Arts Center Director

Subject: Amendment of Clifton City Ordinance Chapter 17

Please be advised that following the Clifton Arts Center Advisory Board August meeting, the Board voted to increase the membership to include a representative from Montclair State University. By adding this member, it would foster a stronger relationship with the University and allow for increased collaboration that would further advance the mission of the Arts Center. This would allow for a potential internship agreement that would support the Arts Center in its endeavors. Having another professional expert on the board would only make the board stronger. This addition would also give a great perspective from higher education.

The ordinance is Chapter 17. Clifton Arts Center Gallery and Sculpture Park Committee: The amendment would add under 17-2. (6) One representative from Montclair State University or, if unavailable, an accredited institution of higher learning.

My recommendation is to approve this amendment. Please reach out to me with any questions.

ITEM NUMBER: D- 1

ITEM NAME: Sidewalks and Trees (No documentation) TL
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: D- 2

ITEM NAME: Stopping Workshop Session at 7:30 to go into Executive Session (No documentation) CD

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: D- 3

ITEM NAME: Storm Water Utility - JK
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Attachment	8/27/2024	Cover Memo
🗋	Attachment	8/29/2024	Cover Memo

New Brunswick Creates Stormwater Utility to Deter Flooding

NEW BRUNSWICK, NJ (May 17, 2024) - The City is taking action to protect the environment and responsibly manage the effects of storms and water runoff. These efforts include stormwater compliance, infrastructure development and flood mitigation to preserve the quality of life and property for the residents of New Brunswick.

In recent years, our region has experienced a greater frequency and intensity of large storms. The City is now facing increased stormwater runoff – the rain and melting snow that runs across streets, parking lots, lawns and other surfaces. During strong storms, rainwater washes over impermeable surfaces into stormwater systems, carrying oil, pesticides, chemicals, sediments, and bacteria that pollute our waterways.

The new Stormwater Utility will directly address the growing problem of runoff with an

expanded physical system and an ever-improving modernization plan, said Mayor Jim Cahill.

Situated in the vulnerable Raritan Basin, New Brunswick grapples with the constant threat of flooding, demanding extra measures and resources during storms, all while navigating stringent state and federal regulations.

To tackle these challenges, the city plans to invest $7,050,000 in stormwater mitigation over six years, a move crucial for preserving property and minimizing taxpayer burdens. Currently, the onus falls disproportionately on taxpayers due to the exemption of 51% of city land from property taxes, leaving them solely responsible for funding water management projects.

The introduction of a stormwater utility seeks to rectify this imbalance, ensuring all property owners contribute to stormwater management costs. Modeled after existing utility fees, the system will assess charges based on stormwater runoff estimates, known as Equivalent Residential Units (ERUs).

The cost for an ERU is $77 a year; each parcel in the City is subject to the minimum fee of one ERU. With each parcel subject to a minimum fee, most homes in New Brunswick would incur a quarterly charge of $19.25.

Anticipating an annual revenue of $1.5 million, the utility aims to distribute costs fairly across all entities within the City. Funded in the 2024 budget, the stormwater utility is set to be implemented in July, with billing cycles commencing in the fall.

Mayor Cahill underscores its significance in enabling equitable funding for necessary improvements, meeting compliance standards, and upholding public health and safety while ensuring responsible stewardship of municipal infrastructure.

ASSESSED PROPERTY VALUATIONS - EXEMPT PROPERTY - PROPERTY TAX APPEAL DATA

Property Tax Assessments - Taxable Properties (October 1, 2023 Value)

		# of Parcels	Assessed Value	% of Total
1	Vacant Land	203	$44,986,800.00	0.84%
2	Residential	21,359	$3,844,483,900.00	71.47%
3A/3B	Farm	2	$311,200.00	0.01%
4A	Commercial	1,087	$790,107,500.00	14.69%
4B	Industrial	433	$551,819,700.00	10.26%
4C	Apartments	120	$141,710,400.00	2.63%
5A/5B	Railroad			0.00%
6A/6B	Business Personal Property	1	$5,555,880.00	0.10%
	Total	23,205	$5,378,975,380.00	100.00%

Average Ratio (%), Assessed to True Value	38.64%
Equalized Valuation, Taxable Properties	$13,920,743,737.06

Total # of property tax appeals filed in 2023	County Tax Board	54.00
	State Tax Court	17.00
Number of 2023 County Tax Board decisions appealed to Tax Court		9.00
Number of pending property tax appeals in State Tax Court		51.00
Amount paid out by municipality for tax appeals in 2023		$264,826.36

Property Tax Assessments - Exempt Properties (October 1, 2023 Value)

	# of Parcels	Assessed Value	% of Total
15A Public Schools	32	$145,656,400.00	23.45%
15B Other Schools	15	$24,906,000.00	4.01%
15C Public Property	180	$125,670,400.00	20.23%
15D Church and Charities	98	$119,469,200.00	19.24%
15E Cemeteries & Graveyards	10	$48,508,700.00	7.81%
15F Other Exempt	137	$156,887,700.00	25.26%
Total	472	$621,098,400.00	100.00%

Percentage of Exempt vs. Non-Exempt Properties 11.55%

Prior Budget Year's Payments in Lieu of Tax (PILOT) - 5 Year Exemptions/Abatements

		# of Parcels	PILOT Billing/Revenue	Assessed Value	Taxes if Billed in Full 2023 Total Tax Rate
G	Commercial/Industrial Exemption				
I	Dwelling Exemption				
J	Dwelling Abatement				
K	New Dwelling/Conversion Exemption				
L	New Dwelling/Conversion Abatement				
N	Multiple Dwelling Exemption				
O	Multiple Dwelling Abatement				
	Total 5 Yr Exemptions/Abatements	0	0.00	0.00	0.00

ITEM NUMBER: D- 4

ITEM NAME: Creation of a Sidewalk CHIP Program
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/30/2024	Cover Memo

City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

(973) 470-5817
FAX: (973) 470-5254

August 30, 2024

Mayor Raymond Grabowski and Members
of the Clifton Municipal Council
900 Clifton Avenue
Clifton, NJ 07013

Re: Creation of a Sidewalk CHIP Program

Dear Mayor Grabowski and Council Members:

As a reminder, we have placed a legal opinion concerning sidewalks that originally appeared as a confidential item on the June 18, 2024 meeting agenda back on the current agenda as a confidential item. Although the legal opinion itself remains a confidential item, the discussion contained in the letter concerning the development of a Clifton Home Improvement Program ("CHIP") type program regarding sidewalks is not confidential and should be discussed by Council during the public work session. As indicated in the June 18, 2024 letter, it was the recommendation of the City Engineer and Zoning Officer that the Council comprise a committee consisting of Council members, the City Engineer, Zoning Officer, Housing Code Official, Department of Public Works, Legal Department and the City Manager to consider and provide recommendations concerning all of the various issues that need to be addressed in order to successfully establish and implement such a program. As set forth in the June 18, 2024 letter, there are numerous variables contained in the CHIP program which the Council must consider before any sidewalk type CHIP program could be created and implemented. These include, but are not limited to: the type of properties to which any such program would apply; the maximum amount of funds the City is willing to allocate to any one property under the program; whether the funds will cover the total cost of any required repair or just offset the total cost; the length of the deferment period; the number of estimates a homeowner must obtain before being eligible to participate in any such program; what will happen in any given year if the money allocated to such a program is exhausted before all known damaged sidewalks have been repaired; and having adequate staffing in place to administer the program. In addition, an email from the Zoning Officer that is attached to the June 18, 2024 letter also contains a list of some additional items that the Council should consider.

Accordingly, we once again recommend that the Council create a committee to address these issues so that the City can move forwarded with creating the program. Thank you for your consideration in this matter.

Very truly yours,

THOMAS M. EGAN
Assistant Municipal Attorney

TME/st

ITEM NUMBER: D- 5

ITEM NAME: Creation of a Block Party Ordinance
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/30/2024	Cover Memo

City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

(973) 470-5817
FAX: (973) 470-5254

August 30, 2024

Mayor Raymond Grabowski and Members of
the Clifton Municipal Council
900 Clifton Avenue
Clifton, New Jersey 07013

Re: Creation of a Block Party Ordinance

Dear Mayor Grabowski & Council Members:

Pursuant to Council instructions, attached please find a draft ordinance creating a new Chapter of the City Code regulating block parties. We are also attaching block party ordinances from East Rutherford, Rutherford and Ocean Township for Council's reference. Not many municipalities have ordinances regulating block parties. Those that do tend to have cumbersome and stringent requirements that would deter most block parties from taking place in the City. The draft ordinance attempts to balance these concerns by providing the City with the means to regulate block parties while still allowing them to take place.

Thank you for your attention and consideration in this matter. Please do not hesitate to contact me should you have any questions.

Very truly yours,

THOMAS M. EGAN
Assistant Municipal Attorney

TME/st

AN ORDINANCE TO CREATE CHAPTER 160 OF THE CODE OF THE CITY OF CLIFTON, ENTITLED "BLOCK PARTIES"

. . . . . .

BE IT ORDAINED, by the Municipal Council of the City of Clifton, that:

1. Chapter 160 of the Code of the City of Clifton, entitled "Block Parties," is hereby created to read as follows:

§ 160-1. Definitions.

BLOCK PARTY
A neighborhood gathering, celebration or event sponsored by the residents taking place on a public street or streets during which time the designated public streets shall be closed to vehicular traffic.

§ 160-2. Limitations and prohibitions.

A. No person or group of residents shall use any public street, sidewalk or public right-of-way for a block party without first obtaining a permit pursuant to this Chapter.

B. No person or group of residents shall offer goods or wares for sale at a block party, other than food or non-alcoholic beverages to be consumed exclusively by the residents and guests at the block party.

C. No person or organization shall solicit donations for candidates for political office on public property in violation of Chapter 251 of the Code of the City of Clifton, nor post any political signs on public property in violation of Chapter 185 of the Code of the City of Clifton.

§ 160-3. Application for permit.

A. A least 30 days before the date on which the proposed block party is to be conducted, an application for a block party permit shall be filed by a bona fide resident, who is over the age of 18 and who resides on the street where the block party is to take place, with the City Clerk on a form that is to be provided by the City Clerk.

B. Contents of application for a block party permit. The application for a block party permit shall set forth the following information:

(1) The name, address, email address and telephone numbers (home phone number and

cell phone number) of the person(s) applying for the block party permit. The person(s) applying for the block party permit shall be deemed the contact person(s) unless otherwise specified to the City Clerk.

(2) The proposed date and time of the block party, including the time at which the block party will start and terminate.

(3) The City street or streets where the block party is proposed, along with any cross streets. The applicant shall also submit a sketch or drawing of the street indicating the sections of the street they are proposing to be blocked off.

(4) The names and addresses of the property owners for each impacted property on the street or portion of the street where the block party is proposed.

(5) Signatures of all of those property owners indicated in § 160-3(C)(4) indicating their consent to the proposed block party, consent to the proposed street closure, and acknowledgment that all residents and their invitees shall adhere to all applicable laws, regulations and ordinances, including, but not limited to, noise ordinances, firework regulations and ordinances prohibiting public consumption of alcoholic beverages.

C. The application shall contain an executed hold harmless agreement form which shall provide that the applicant agrees to:

(1) Save and hold the City of Clifton, its employees, representatives and agents harmless of and from any and all obligations and liabilities which may arise from the temporary street closing which represents the subject matter of the application; and

(2) Defend at their own cost and expenses any claims or lawsuits instituted by third parties which obligations or liabilities might otherwise exist or be asserted against the City of Clifton.

D. Before any application is presented to the governing body for consideration, the City Clerk shall furnish copies of the application to the Police Department and Fire Department for their review and investigation. Upon the conclusion of the review and investigation, each Department shall issue a recommendation concerning the proposed event and any other additional considerations the governing body should consider in determining whether a permit should be issued. The recommendations of the Police Department and

Fire Department shall be furnished to the governing body by the City Clerk at the time the application is presented to the governing body for consideration.

§ 160-4. Standards for the issuance of block party permits.

A. In determining whether to grant the application for a block party permit, the governing body shall consider the following criteria:

(1) Whether the location of the block party will substantially interrupt or impede the safe and orderly movement of traffic on surrounding streets.

(2) Whether the location of the block party will interfere with the movement of first responders or equipment to such an extent that adequate public safety and fire protection cannot be provided.

(3) Whether the location or date and time of the block party will unduly interfere with the public health, safety and welfare of the surrounding neighborhoods.

(4) The number of residents who reside within the proposed designated area where the block party is to take place who object to the block party, taking into consideration the nature of and the reason for each such resident's objection.

(5) Whether prior block parties at the same location in the past 3 years resulted in violations of any applicable ordinances, laws or regulations.

B. Block parties shall be authorized only upon City owned streets and shall not be authorized upon any street which is owned and under the jurisdiction of the County of Passaic or the State of New Jersey, without their approval of their approval.

§ 160-5. Approval or disapproval; written notification of decision

The City Clerk shall provide written notice to the applicant advising the applicant whether the permit application has been approved. If the application is not approved, such notice shall state the reason for the denial of the application.

§ 160-6. Period of validity of permit.

A permit issued pursuant to this Chapter shall be valid only for the date and the hours specified

therein, which shall not be before 12:00 p.m. or after 10:00 p.m.

§ 160-7. Cleanup.

Within 30 minutes after the end of the block party, but in any event no later than 10:30 p.m., the applicant shall remove from the street, sidewalk or public right-of-way, all litter, debris and other materials attributable to or caused by the block party and shall remove all traffic barricades and control devices so that the street is reopened for travel.

§ 160-8. Obstacles blocking streets.

A street, or portion thereof, blocked off for a block party shall not be obstructed by obstacles which cannot readily be moved to allow emergency vehicles to enter the street in the case of an emergency.

§ 160-9. Limit on number of permits.

No more than one block party permit shall be granted in any calendar year for the same designated street area.

§ 160-10. Violations and penalties.

A. Any person, partnership, firm corporation or entity violating any provisions of this Chapter shall, upon conviction, be punished by one or more of the following:

(1) A fine not exceeding $2,000.

(2) Confinement in the municipal jail or in the county jail for a period not extending 90 days.

(3) a period of community service not exceeding 90 days.

B. Each violation of any of the provisions of this Chapter, and each day same is violated, shall be deemed and taken to be a separate and distinct offense.

C. The minimum penalty or fine for a violation of any provision of this Chapter shall be $100.

2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed as to such inconsistency only.

3. This ordinance shall take effect after final passage and publication as required by law.

PASSED: _____

_____
RAYMOND GRABOWSKI, MAYOR

ATTEST:

_____
NANCY FERRIGNO, CITY CLERK

Borough of East Rutherford, NJ
Friday, August 30, 2024

Chapter 257. Streets and Sidewalks

Article VI. Block Parties

§ 257-30. Definitions.

The following terms shall have the meanings indicated:

BLOCK PARTY

A party, celebration or event taking place in a designated area within which the public streets shall be closed, and which event shall be sponsored by residents in such designated area. The term "block party" shall not include a garage sale, yard sale, bazaar, rummage sale or other similar activity having its principal purpose as fund-raising for an individual or organization, nor shall it include a political meeting or rally, a carnival or a theatrical or musical performance, such as rock concerts or similar events.

§ 257-31. Permit required.

No block party shall be conducted on public property or a street right-of-way unless a permit is issued pursuant to this article.

§ 257-32. Application for permit.

A. At least 20 days before a block party, an application for such permit shall be filed by a bona fide resident, who is over the age of 18, of the street to be blocked.

B. Upon receipt of a complete application meeting the standards required by this article, the Borough Clerk shall place the application on the agenda for the next available meeting of the Mayor and Council. The Mayor and Council, may, by resolution, delegate the authority to issue a permit for the block party to a Borough official.

C. The application shall be in the form attached as Exhibit A.[1]

[1] *Editor's Note: Exhibit A is on file in the Borough offices.*

§ 257-33. Fee.

No fee shall be charged for an application under this article.

§ 257-34. Approval or disapproval of application; written notification of decision.

A. The permit shall be granted if the party seeking the permit is authorized and responsible and satisfies the requirements of this article.

B. No permit shall be granted if blocking the street or portion thereof on the date requested in the application will unduly interfere with the flow of vehicular traffic or upon determining that the party is not authorized.

C. If a permit is denied, the Borough Clerk shall advise the applicant, in writing, of the reason for the denial of the application.

§ 257-35. Period of validity of permit.

A permit issued pursuant to this article shall be valid only for the date and the hours specified thereon, which shall not be before 12:00 noon or after 10:00 p.m.

§ 257-36. Cleanup.

Within 30 minutes after the end of the block party, but in any event no later than 10:30 p.m., the applicant shall:

A. Remove, from the street or portion thereof used for the block party, all litter, debris and other materials which are attributable to or caused by the party;

B. Remove all traffic barricades and control devices so that the street is reopened for travel.

§ 257-37. Obstacles blocking streets.

A street or portion thereof blocked off for a party shall not be obstructed by obstacles which cannot be readily moved to allow emergency and hazard vehicles to enter it in response to an emergency.

§ 257-38. Limit on number of permits.

No more than one block party permit shall be granted in any calendar year for the same designated area.

§ 257-39. Liability; insurance; indemnification of Borough.

A. The persons, organization or association to whom the permit is issued shall be liable for all losses, damages or injuries sustained by any person, whether a participant or spectator at the block party or recreational event, whether or not said losses, damages or injuries arise by reason of the negligence of the person, persons or organization to whom such permit shall have been issued.

B. Prior to the issuance of a permit or commencement of the temporary street closing, the applicant shall submit evidence of liability insurance, covering damages to property and injuries to members of the general public arising out of the temporary street closing, in such amounts as may be established from time to time by the Mayor and Council as part of the application.

C. The application shall contain a hold harmless agreement, which agreement shall provide that the applicant shall agree to:

(1) Save and hold the Borough of East Rutherford harmless of and from any and all obligations and liabilities which may arise from the temporary street closing which represents the subject matter of the application; and

(2) Defend at his own cost and expenses any claims or lawsuits instituted by third parties, which obligations or liabilities might otherwise exist or be asserted against the Borough of East Rutherford.

§ 257-40. Violations and penalties.

Any person, firm or corporation who shall violate any provision of this article shall, upon conviction, be subject to the penalty described in § **257-5**.

Township of Ocean, NJ
Friday, August 30, 2024

Chapter 102. Block Parties

§ 102-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BLOCK PARTY
A neighborhood gathering, or organized party, of persons who reside on the portion of a residential street sought to be closed for said gathering or party.

PERMITTEE
Includes the block party contact person, the applicant of the permit, the persons indicated within § **102-3C(6)** and participants.

§ 102-2. Permit required.

No person or organization shall use any public street, sidewalk or public right-of-way for a block party in the Township without a permit.

§ 102-3. Application to conduct block party.

A. A person seeking issuance of a block party permit shall file an application with the Township Clerk, together with an application fee of $20 on forms provided by the Township Clerk.

B. Filing period. An application for a block party permit shall be filed with the Township Clerk not less than 30 days before the date on which it is proposed to conduct the block party.

C. Contents of application for a block party permit. The application for a block party permit shall set forth the following information:

(1) The name, address and telephone numbers (home phone number, work phone number and another supplemental number, such as a cell phone number) of the person requesting the block party permit. The person requesting the permit shall be deemed the contact person unless otherwise specified to the Township Clerk.

(2) The name and address of any organization the applicant is representing.

(3) The proposed date and time of the block party, including the times at which such block party will start and terminate, said termination being no later than 10:00 p.m.

(4) The Township street where the block party is proposed, along with any cross streets.

(5) The names, addresses, telephone numbers, blocks and lots of the property owners for each impacted property on the street or portion of the street where the block party is proposed.

(6) Signatures of all of those property owners indicated in Subsection **C(5)** of this section, said signatures indicating consent to the proposed block party, consent to the proposed street closure, and acknowledgment that all residents and their invitees shall adhere to all applicable

laws, regulations and ordinances, including, but not limited to, noise ordinances, fireworks regulations, and ordinances prohibiting public consumption of alcoholic beverages.

(7) The activities planned for said block party, the estimated number of persons participating and/or attending, and any large items, including but not limited to, dunk tanks, inflatable jumps, stages, and vehicles/trailers which will be parked or placed in the street.

(8) Whether any music will be provided at the block party, either live or recorded.

(9) The number, types and locations of all loudspeakers and amplifying devices to be used.

(10) Whether the applicant is requesting additional automated trash cans from the Township.

D. Upon submission of an application for a block party and acceptance of the appropriate fee, the Township Clerk shall request a certified list of property owners from the tax assessor for the area of the proposed block party. Said list shall be kept on file with the application. The Township Clerk shall review the application for completeness and forward said application to the Chief of Police and the Township administrator for review in accordance with § **102-4**.

§ 102-4. Standards for issuance of block party permits.

A. Approval of the Chief of Police.

(1) The Township Clerk shall notify the Chief of Police of the block party application and request that the area of the proposed area be inspected using the following criteria:

(a) The conduct and location of the block party will not substantially interrupt or impede the safe and orderly movement of traffic.

(b) The conduct of the block party will not be likely to result in damage to persons or property nor cause serious harm to the public.

(c) The conduct of the block party will not interfere with the movement of first aid or firefighting equipment to such an extent that adequate fire protection cannot be provided to the Township.

(d) Such other concerns deemed necessary in order to properly provide for traffic control, street and property maintenance and the protection of the public health, safety and welfare.

(2) If the Chief of Police determines that the criteria of this section are satisfied, he or she shall sign the application, indicating whether said application is approved and any special conditions required.

B. Closing of streets.

(1) The Township Clerk shall forward a block party application to the Township Administrator for a determination as to the closing of streets. A block party permit shall be subject to the provisions and procedures provided herein for the closing of municipal streets. Any permit issuance shall be contingent upon the Township Administrator providing for the closing of the street or streets which are the subject of the block party application, to be determined in accordance with this section.

(2) Pursuant to N.J.S.A. 40:67-16.9, for the purpose of carrying out the preceding sections of this chapter, the governing body authorizes the Township Administrator to provide for the closing of any Township-owned street, or portion thereof, to motor vehicle traffic on any day or days, or during specified hours on any day or days, whenever he/she finds that such closing is necessary for the preservation of the public safety, health or welfare, in accordance with the requirements provided for herein:

(a) The Township street proposed to be closed is a cul-de-sac, dead end or circular street.

(b) The portion of the street proposed to be closed is a half mile or less in length and intersected by no more than two other streets.

(c) The speed limit on the section of the street is 25 mph or less.

(d) The street has no more than two lanes.

(e) The street does not have an active bus stop.

(f) The street must be reopened by 10:00 p.m.

(g) Proper warning signs of such closing of any street, or portion thereof, must be posted during the time same is closed.

C. Insurance and indemnity.

(1) All applicants must provide a certificate of insurance specifically naming the Township of Ocean as an additional insured providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than $1,000,000. If the applicant is an individual and the block party is not being held on behalf of any organization, the applicant may request a waiver of this requirement upon a showing to the Township Administrator of undue hardship.

(2) The applicant shall agree to indemnify, defend and hold harmless the Township, its agents, servants, representatives and employees, from and against all losses, damages, claims, liabilities and causes of action of every kind, or character and nature, as well as costs and fees, including reasonable attorneys' fees connected therewith, and the expense of investigation thereof, based upon or arising out of damages or injuries to third persons or their property caused by the acts, omissions or negligence of the applicant, anyone for whose acts the applicant may be liable, or any claims arising out of or in any manner relating to the activities permitted pursuant to this chapter to the extent permitted by law. The applicant shall give the Township prompt and reasonable notice of any such claims or actions.

(3) Any applicant that is insured by the Ocean County Joint Insurance Fund shall be exempt from the requirements listed in Subsection **C(1)** and **(2)** of this section. If an organization other than the applicant will be using Township property in connection with participation in a particular event and no separate application is submitted by that organization, the organization must comply with the requirements listed in Subsection **C(1)** and **(2)** of this section. If the additional organization(s) is also insured by the Ocean County Joint Insurance Fund, then that organization shall also be exempt from the requirements listed in Subsection **C(1)** and **(2)** of this section.

D. Other requirements.

(1) No block party permit shall be issued if, within the last calendar year prior to the date of the proposed block party, a block party permit has been issued for the same street or portion of the street which is the subject of the currently proposed block party.

(2) No block party permit shall be issued if a block party permit has been previously issued for the same street or portion of the street which is the subject of the currently proposed block party, and said previously issued permit was revoked by the Township due to violations of this chapter or of any applicable ordinances, laws or regulations.

(3) Block parties shall be authorized only upon Township-owned streets, and shall not be authorized upon any street which is owned and under the jurisdiction of Ocean County, the State of New Jersey or any public entity other than the Township of Ocean.

§ 102-5. Issuance of permit; conditions.

If all the requirements of this chapter for the issuance of a block party permit have been met satisfactorily, the Township Clerk shall issue a permit for a block party, subject to any conditions determined by the Township Administrator to be reasonably calculated to reduce or minimize dangers and hazards to vehicular or pedestrian traffic and the public health, safety and welfare, including, but not limited to, changes in time, duration or number of participants. Upon issuance of a block party permit, the Township Clerk shall forward a copy of said permit to the Township Administrator, the Chief of Police, the appropriate fire chief, the road department, and water and sewer utility department.

§ 102-6. Duties of permittee.

In addition to any duties of the permittee(s) which are a condition of the block party permit as issued and any other obligations of the permittee(s) delineated otherwise in this chapter, all permittees shall:

A. Comply with all applicable laws and ordinances.

B. Be responsible for cleanup of any items, trash and garbage from the street which is the subject of the permit.

C. Require that the block party contact person or other person heading or leading such activity shall carry the block party permit upon his or her person during the conduct of the parade or block party.

D. Assure that any vendors utilized during the block party are properly licensed as required under any other ordinance or law.

§ 102-7. Revocation of permit.

The Township shall have the authority to revoke a block party permit issued hereunder upon the violation of any of the standards for issuance as set forth in this chapter or in the event of circumstances endangering public health, safety and welfare.

§ 102-8. Violations and penalties.

Any person who violates any provision of this chapter shall, upon conviction thereof, be punished by a fine of not more than $1,000, by imprisonment for a term not to exceed 30 days and/or by a term of community service not to exceed 30 days. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Chapter 110 Street Closings

[HISTORY: Adopted by the Borough of Rutherford Council 8-4-1987 by Ord. No. 2473-87. Amendments noted where applicable.]

GENERAL REFERENCES

Peace and good order — See Ch. **68**.
Public exhibitions and entertainment — See Ch. 80.
Recreation Department — See Ch. **83**.
Closing of streets for school safety — See Ch. **108**.
Streets and sidewalks — See Ch. **109**.

§ 110-1 Title.

This chapter shall be known and may be cited as the "Street Closings Ordinance of the Borough of Rutherford."

§ 110-2 Definitions.

Whenever used in this chapter, the following terms shall have the following meanings:

STREET

Any street, avenue, boulevard, road, lane, parkway, viaduct, alley or other way which is an existing municipal roadway, which is shown upon a plat heretofore approved pursuant to law, which is on a plat duly filed and recorded in the office of the county recording officer or which is approved by official action as provided by the Borough Code, and includes the land between the street lines, whether improved or unimproved, and may comprise pavement, shoulders, gutters, sidewalks, parking areas and other areas within the street lines.

§ 110-3 Permission required to close streets for certain events; block party fees.

[Amended 3-27-2023 by Ord. No. 3642-23]

A. No person or persons, association, firm or corporation shall cause or permit a municipal street to be closed for the purpose of conducting a street fair, sidewalk sale or block party without first having procured permission from the Mayor and Council.

B. There shall be an application fee of $50 for each block party street closing application submitted. In addition, it is the responsibility of the applicant to clean the street within two hours after the street closing has ended. In the event the applicant does not clean the street, and the Borough is called upon to perform or complete the cleanup, the applicant will be charged the minimum sum of $100 for the first hour or any part thereof for said cleanup plus an additional fee of $100 per hour for each hour thereafter or any part thereof. The applicant shall also be required to reimburse the Borough for any Borough property provided for the street closing that is damaged during the street closing. Additionally, all block parties shall be conducted in accordance with the Borough Block Party Policy.

§ 110-4 Information to be submitted.

The Mayor and Council shall not consider any application for the closing of a municipal street unless and until the person or persons, association, firm or corporation requesting such permission shall first file with the Borough Clerk an application requesting such permission, stating the location of the proposed street closing and the period of such closing, which period shall not exceed 48 continuous hours, together with the purpose of such street closing and the name, address and telephone number of the individual, group or organization applying for such street closure, and a map of the street or section thereof to be closed, showing the proposed method of effecting the

street closing and the location of the barriers to be used in restricting the flow of vehicular traffic through the closed street.

§ 110-5 **Granting of permission.**

If, after examining the application and the map provided for in § 110-4 hereof, the Mayor and Council shall be of the opinion that the proposed street closing will not create conditions inimical to the public health, welfare and safety, permission to close the street shall be granted. Such permission shall be effective for a period of time not to exceed 48 continuous hours.

§ 110-6 **Responsibilities.**

If permission to close the street shall be granted, the person or persons, association, firm or corporation requesting such closing shall conduct the operation so that there shall be minimum inconvenience to the general public and in such a manner that, upon the expiration of the permitted street closing period, such street is reopened free of any debris, refuse or other material interfering with the safe and free passage of pedestrians and vehicles.

§ 110-7 **Insurance requirements.**

Each applicant, prior to receipt of a permit, shall provide the borough with a certificate or certificates of insurance indicating to the satisfaction of the borough that policies of the general liability insurance and excess umbrella liability insurance have been issued and are in force at the time of the street closing. Said policy shall contain limits of liability in an amount to be determined by the Mayor and Council at the time permission is granted for the street closing. The Mayor and Council may waive the provisions and requirements of this section when deemed appropriate.

§ 110-8 **Liability.**

It shall be the duty and responsibility of any applicant to agree to save the borough, its officers, employees and agents harmless from any and all costs, damages and liabilities which may accrue or be claimed to accrue by reason of the street closing. The acceptance of any permit under this chapter shall constitute such agreement whether the same is expressed or not.

§ 110-9 **Violations and penalties.**

Any person or persons, association, firm or corporation violating any of the provisions of this chapter shall be subject to a fine not exceeding $200, or, if the party so convicted is a natural person, such person may be imprisoned for such term not exceeding 90 days, as such court, in its discretion, may impose. Each day that such violation exists shall constitute a separate offense.

§ 110-10 **Severability.**

If any portion of the within chapter shall be declared to be unconstitutional, invalid or inoperable, in whole or in part, by a court of competent jurisdiction, the remaining portion not declared to be unconstitutional, invalid or inoperable shall remain in full force and effect.

§ 110-11 **When effective.**

This chapter shall take effect upon final passage and publication in accordance with the provisions of law.

ITEM NUMBER: CM- 1

ITEM NAME: 2024 Budget Status Reports for Municipal Budget and Sewer Utility Budget

RECOMMENDATION:

SUMMARY:

Attached is the Budget Status Report for both the Sewer Utility and Municipal Budget.
Payroll is current as of the July 30, 2024, payroll.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Sewer Utility Budget	8/30/2024	Cover Memo
🗋	Municipal Budget	8/30/2024	Cover Memo

Revenue Budget

SEWER UTILITY - OPERATING

Activity to 08/29/2024

** ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)*

Account Number	Description	Budget	Activity	Encumbered	Balance
07-192-08-101-000	**FUND BALANCE**	**-**	**-**	**-**	**-**
07-192-08-101-101	FUND BALANCE ANTICIPATED	520,798.00	520,798.00	-	-
		520,798.00	**520,798.00**	**-**	**-**
07-192-08-112-000	**INTEREST AND COSTS ON SEWER**	**-**	**-**	**-**	**-**
07-192-08-112-001	INTEREST & COSTS ON SEWER	125,000.00	56,912.41	-	68,087.59
		125,000.00	**56,912.41**	**-**	**68,087.59**
07-192-08-113-000	**INVESTMENT INCOME**	**-**	**-**	**-**	**-**
07-192-08-113-001	INVESTMENT INTEREST	450,000.00	172,511.79	-	277,488.21
		450,000.00	**172,511.79**	**-**	**277,488.21**
07-192-08-117-000	**SEWER RENT REVENUE**	**-**	**-**	**-**	**-**
07-192-08-117-001	SEWER RENTS	11,848,000.00	125,247.23	-	11,722,752.77
		11,848,000.00	**125,247.23**	**-**	**11,722,752.77**
07-192-08-118-000	**SEWER RENTS**	**-**	**-**	**-**	**-**
07-192-08-118-001	RENTS - DIRECT BILLING	200,000.00	556.80	-	199,443.20
		200,000.00	**556.80**	**-**	**199,443.20**
07-194-08-160-000	**MISC. REV. NOT ANTICIPATED**	**-**	**-**	**-**	**-**
07-194-08-160-001	MISC REV NOT ANTICIPATED	-	19,173.88	-	(19,173.88)
07-194-08-160-003	CONVINIENCE FEE - ONLINE PAYMENTS	-	3,586.00	-	(3,586.00)
		-	**22,759.88**	**-**	**(22,759.88)**
TOTALS		**13,143,798.00**	**898,786.11**	**-**	**12,245,011.89**

Revenue Budget

CURRENT FUND

Activity to 08/30/2024

** ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)*

Account Number	Description	Budget	Activity	Encumbered	Balance
01-190-07-500-000	**AMOUNT TO BE RAISES BY TAXATION**	**-**	**-**	**-**	**-**
01-190-07-500-001	AMT TO BE RAISED BY TAXATION	89,766,530.00	(203,701,829.39)	-	293,468,359.39
		89,766,530.00	**(203,701,829.39)**	**-**	**293,468,359.39**
01-192-08-101-100	**FUND BALANCE**	**-**	**-**	**-**	**-**
01-192-08-101-101	FUND BALANCE ANTICIPATED	8,404,000.00	8,404,000.00	-	-
		8,404,000.00	**8,404,000.00**	**-**	**-**
01-192-08-103-000	**ABC LICENSES**	**-**	**-**	**-**	**-**
01-192-08-103-001	CLERK - ABC LICENSES	276,000.00	271,440.00	-	4,560.00
		276,000.00	**271,440.00**	**-**	**4,560.00**
01-192-08-104-000	**OTHER LICENSES**	**-**	**-**	**-**	**-**
01-192-08-104-001	CLERK - OTHER LICENSES	72,000.00	36,140.00	-	35,860.00
01-192-08-104-002	VITAL STATISTICS	47,000.00	28,979.00	-	18,021.00
01-192-08-104-003	HEALTH LICENSES	133,000.00	117,120.00	-	15,880.00
		252,000.00	**182,239.00**	**-**	**69,761.00**
01-192-08-105-000	**FEES AND PERMITS**	**-**	**-**	**-**	**-**
01-192-08-105-001	TAX COLLECTOR	869,000.00	7,555.00	-	861,445.00
01-192-08-105-002	CLERK - FEES & PERMITS	-	5,416.21	-	(5,416.21)
01-192-08-105-003	FIRE PREVENTION	-	286,657.00	-	(286,657.00)
01-192-08-105-004	POLICE	-	195,038.01	-	(195,038.01)
01-192-08-105-006	PLANNING/ZONING FEES	-	57,999.52	-	(57,999.52)
01-192-08-105-007	RECREATION	-	80,848.84	-	(80,848.84)
01-192-08-105-008	ENGINEERING FEES	-	22,545.00	-	(22,545.00)
01-192-08-105-009	DEPT. PUBLIC WORKS	-	35,504.64	-	(35,504.64)
01-192-08-105-012	FINANCE	-	1,745.65	-	(1,745.65)
01-192-08-105-013	HEALTH FEES & PERMITS	-	18,640.00	-	(18,640.00)
01-192-08-105-102	CLERK - REFUND	-	(1,675.00)	-	1,675.00
01-192-08-105-103	FIRE PREVENTION - REFUND	-	(800.00)	-	800.00
01-192-08-105-106	PLANNING/ZONING - REFUND	-	(500.00)	-	500.00
01-192-08-105-111	POLICE DEPT - REFUND	-	(1,715.00)	-	1,715.00
		869,000.00	**707,259.87**	**-**	**161,740.13**
01-192-08-106-000	**UNIFORM FIRE SAFETY**	**-**	**-**	**-**	**-**
01-192-08-106-001	UNIFORM FIRE SAFETY ACT	230,700.00	354,143.22	-	(123,443.22)
		230,700.00	**354,143.22**	**-**	**(123,443.22)**
01-192-08-110-000	**MUNICIPAL COURT**	**-**	**-**	**-**	**-**
01-192-08-110-001	MUNICIPAL COURT REVENUE	1,441,000.00	1,125,266.52	-	315,733.48
		1,441,000.00	**1,125,266.52**	**-**	**315,733.48**
01-192-08-112-000	**INTEREST & COSTS ON TAXES**	**-**	**-**	**-**	**-**
01-192-08-112-001	INTEREST & COSTS ON TAXES	745,000.00	800,766.18	-	(55,766.18)
		745,000.00	**800,766.18**	**-**	**(55,766.18)**
01-192-08-113-000	**INVESTMENT INCOME**	**-**	**-**	**-**	**-**
01-192-08-113-001	INVESTMENT INTEREST	3,300,000.00	2,163,399.05	-	1,136,600.95
		3,300,000.00	**2,163,399.05**	**-**	**1,136,600.95**
01-192-08-114-000	**AMBULANCE BILLING FEES**	**-**	**-**	**-**	**-**

Revenue Budget

CURRENT FUND

Activity to 08/30/2024

** ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)*

Account Number	Description	Budget	Activity	Encumbered	Balance
01-192-08-114-001	AMBULANCE FEES	2,056,000.00	1,231,177.77	-	824,822.23
		2,056,000.00	**1,231,177.77**	**-**	**824,822.23**
01-192-08-116-000	**FRANCHISE FEES**	**-**	**-**	**-**	**-**
01-192-08-116-001	CABLEVISION	482,900.00	482,967.00	-	(67.00)
01-192-08-116-002	FIOS	265,000.00	265,925.00	-	(925.00)
		747,900.00	**748,892.00**	**-**	**(992.00)**
01-192-08-118-000	**RENTS**	**-**	**-**	**-**	**-**
01-192-08-118-001	RENTS	88,500.00	94,424.42	-	(5,924.42)
		88,500.00	**94,424.42**	**-**	**(5,924.42)**
01-192-08-119-001	**PAYMENT IN LIEU OF TAXES**	**-**	**-**	**-**	**-**
01-192-08-119-100	IN LIEU OF TAXES	1,955,000.00	1,517,802.00	-	437,198.00
		1,955,000.00	**1,517,802.00**	**-**	**437,198.00**
01-192-08-120-001	**POLICE EXTRA DUTY - ADMIN FEES**	**-**	**-**	**-**	**-**
01-192-08-120-002	EXTRA DUTY - ADMIN FEES	275,000.00	146,902.50	-	128,097.50
01-192-08-120-003	EXTRA DUTY - VEHICLE FEES	334,000.00	178,410.00	-	155,590.00
		609,000.00	**325,312.50**	**-**	**283,687.50**
01-192-08-121-000	**C.D.B.G. REIMBURSEMENT**	**-**	**-**	**-**	**-**
01-192-08-121-001	CDBG REIMBURSEMENT	27,000.00	44,000.00	-	(17,000.00)
		27,000.00	**44,000.00**	**-**	**(17,000.00)**
01-192-08-123-000	**SALE OF RECYCLE MATERIALS**	**-**	**-**	**-**	**-**
01-192-08-123-001	SALE OF RECYCLABLE MATERIALS	143,000.00	32,396.73	-	110,603.27
		143,000.00	**32,396.73**	**-**	**110,603.27**
01-192-08-126-000	**HOTEL OCCUPANCY REVENUE**	**-**	**-**	**-**	**-**
01-192-08-126-001	HOTEL OCCUPANCY TAX	388,446.00	204,974.04	-	183,471.96
		388,446.00	**204,974.04**	**-**	**183,471.96**
01-192-08-128-000	**REIMBURSEMENTS**	**-**	**-**	**-**	**-**
01-192-08-128-001	FUEL	137,025.00	299,620.25	-	(162,595.25)
01-192-08-128-002	PAYROLL	-	-	-	-
		137,025.00	**299,620.25**	**-**	**(162,595.25)**
01-192-08-160-001	**CONSTRUCTION CODE OFFICIAL**	**-**	**-**	**-**	**-**
01-192-08-160-002	CONSTRUCTION CODE - PENALTIES	-	126,000.00	-	(126,000.00)
01-192-08-160-003	CONSTRUCTION CODE - MISC FEES	41,000.00	36,930.00	-	4,070.00
01-192-08-160-004	CONSTRUCTION CODE - PERMIT FEES	1,688,000.00	1,204,431.00	-	483,569.00
01-192-08-160-104	CONSTRUCTION CODE - REFUNDS	-	(8,257.00)	-	8,257.00
		1,729,000.00	**1,359,104.00**	**-**	**369,896.00**
01-192-08-180-000	**OTHER FUND BALANCE**	**-**	**-**	**-**	**-**
01-192-08-180-002	SEWER UTILITY FUND BALANCE	450,000.00	450,000.00	-	-
		450,000.00	**450,000.00**	**-**	**-**
01-192-08-187-000	**AMERICAN RESCUE PLAN of 2021**	**-**	**-**	**-**	**-**
01-192-08-187-001	ARPA - Revenue Loss	4,915,422.00	4,915,422.00	-	-
		4,915,422.00	**4,915,422.00**	**-**	**-**

Revenue Budget

CURRENT FUND

Activity to 08/30/2024

** ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)*

Account Number	Description	Budget	Activity	Encumbered	Balance
01-192-09-200-000	**STATE AID REVENUES**	**-**	**-**	**-**	**-**
01-192-09-202-001	ENERGY RECEIPTS TAX	10,172,727.00	275,400.00	-	9,897,327.00
		10,172,727.00	**275,400.00**	**-**	**9,897,327.00**
01-192-10-700-000	**GRANTS**	**-**	**-**	**-**	**-**
01-192-10-703-001	DRUNK DRIVING ENFORCE FUND	54,228.09	54,228.09	-	-
01-192-10-705-001	MUNICIPAL ALLIANCE GRANT	12,984.00	12,984.00	-	-
01-192-10-707-001	SAFE AND SECURE COMMUNITIES PROGRAM	32,400.00	32,400.00	-	-
01-192-10-709-001	SENIOR CITIZEN & DISABLED RES TRAN GRANT	105,203.00	105,203.00	-	-
01-192-10-710-001	OFFICE OF AGING PROGRAM GRANT	24,960.00	24,960.00	-	-
01-192-10-711-001	OFFICE OF AGING PROGRAM - TITLE III B	-	-	-	-
01-192-10-716-001	NJ BODY ARMOR REPLACEMENT FUND	11,442.00	11,441.97	-	0.03
01-192-10-720-001	RECYCLING TONNAGE GRANT	173,356.00	173,356.00	-	-
01-192-10-721-001	CLEAN COMMUNITIES PROGRAM	180,297.00	180,297.19	-	(0.19)
01-192-10-731-001	SAFER GRANT	-	-	-	-
01-192-10-735-001	MUNICIPAL COURT - ALCOHOL & REHAB GRANT	490.34	490.34	-	-
01-192-10-744-001	Health Department Grant	82,164.00	82,164.00	-	-
01-192-10-745-001	Recreation Grants	4,050,000.00	4,050,000.00	-	-
01-192-10-746-001	New Jersey Historic Trust	444,995.00	444,995.00	-	-
01-192-10-760-001	Passaic County Grants - Misc.	111,500.00	111,500.00	-	-
		5,284,019.43	**5,284,019.59**	**-**	**(0.16)**
01-192-11-001-000	**INTERLOCAL SERVICE AGREEMENTS**	**-**	**-**	**-**	**-**
01-192-11-001-010	INTERLOCAL AGREEMENT LITTE FALLS	119,000.00	60,151.50	-	58,848.50
		119,000.00	**60,151.50**	**-**	**58,848.50**
01-192-12-700-000	**REVENUES OFFSET WITH APPROPRIATIONS**	**-**	**-**	**-**	**-**
01-192-12-700-001	HYDRANT INSPECTION FEES - PVWC	165,000.00	-	-	165,000.00
01-192-12-700-002	HAZ MAT FEES	35,000.00	7,482.73	-	27,517.27
		200,000.00	**7,482.73**	**-**	**192,517.27**
01-193-15-499-000	**RECEIPTS - DELINQUENT TAXES**	**-**	**-**	**-**	**-**
01-193-15-499-001	RECEIPTS FROM DEL TAXES	2,600,000.00	303,024.82	-	2,296,975.18
		2,600,000.00	**303,024.82**	**-**	**2,296,975.18**
01-194-08-160-000	**MISC. REV. NOT ANTICIPATED**	**-**	**-**	**-**	**-**
01-194-08-160-006	CONVINIENCE FEE - ONLINE PAYMENTS	-	5,559.00	-	(5,559.00)
01-194-08-160-007	MISCELLANEOUS	-	70,505.65	-	(70,505.65)
01-194-08-160-008	PRIOR YEAR EXP REFUND	-	7,493.15	-	(7,493.15)
01-194-08-160-009	PLAN/ZONING REVIEW FEES	-	-	-	-
01-194-08-160-010	RESTITUTION	-	83.26	-	(83.26)
01-194-08-160-011	BAIL FORFEITURES	-	8,055.98	-	(8,055.98)
01-194-08-160-015	EASEMENTS - RIGHT OF WAY	-	2,687.50	-	(2,687.50)
01-194-08-160-019	SALE OF MUNICIPAL ASSETS- AUCTION	-	47,901.05	-	(47,901.05)
01-194-08-160-026	PERSONNEL FEES	-	125.00	-	(125.00)
		-	**142,410.59**	**-**	**(142,410.59)**
01-194-16-650-000	**REFUNDS TO APPROPRIATIONS**	**-**	**-**	**-**	**-**
01-194-16-650-001	Fringe Benefits - CDBG	-	80,146.16	-	(80,146.16)
01-194-16-650-002	Fringe Benefits - Section 8	-	31,122.50	-	(31,122.50)

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Revenue Budget

CURRENT FUND

Activity to 08/30/2024

** ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)*

Account Number	Description	Budget	Activity	Encumbered	Balance
01-194-16-650-003	Fringe Benefits - Grants	-	155,212.44	-	(155,212.44)
01-194-16-650-010	Misc Refunds to Appropriations	-	40,410.36	-	(40,410.36)
		-	**306,891.46**	**-**	**(306,891.46)**
TOTALS		**136,906,269.43**	**(172,090,809.15)**	**-**	**308,997,078.58**

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

** ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)*

Account Number	Description	Budget	Activity	Encumbered	Balance
01-201-20-100-100	**City Manager - Salaries**	**-**	**-**	**-**	**-**
01-201-20-100-101	Full Time Salaries	315,000.00	164,841.22	-	150,158.78
01-201-20-100-108	Excess Accumulated Time	18,000.00	-	-	18,000.00
		333,000.00	**164,841.22**	**-**	**168,158.78**
01-201-20-100-200	**City Manager - Expenses**	**-**	**-**	**-**	**-**
01-201-20-100-224	Printing	1,000.00	104.00	-	896.00
01-201-20-100-226	Office Supplies	1,000.00	317.04	493.33	189.63
01-201-20-100-242	Other Equipment	2,000.00	46.88	-	1,953.12
01-201-20-100-301	Public Relations	2,000.00	1,260.00	250.00	490.00
01-201-20-100-316	Subscriptions & Memberships	1,000.00	-	3,216.00	(2,216.00)
01-201-20-100-320	Consultant Services	50,000.00	24,999.96	20,833.30	4,166.74
01-201-20-100-323	Miscellaneous	-	-	-	-
01-201-20-100-325	Education, Training, Seminars	3,000.00	1,788.24	-	1,211.76
		60,000.00	**28,516.12**	**24,792.63**	**6,691.25**
01-201-20-105-100	**Personnel - Salaries**	**-**	**-**	**-**	**-**
01-201-20-105-101	Full Time Salaries	348,000.00	209,635.94	-	138,364.06
01-201-20-105-102	Part Time Employees	41,000.00	14,492.50	-	26,507.50
01-201-20-105-107	Temporary and Seasonal Employees	-	14,089.76	-	(14,089.76)
01-201-20-105-108	Excess Accumulated Time	11,000.00	-	-	11,000.00
01-201-20-105-109	Overtime	2,790.00	9,299.68	-	(6,509.68)
01-201-20-105-110	Sick Time Buy Out	1,500.00	2,548.63	-	(1,048.63)
		404,290.00	**250,066.51**	**-**	**154,223.49**
01-201-20-105-200	**Personnel - Expenses**	**-**	**-**	**-**	**-**
01-201-20-105-226	Office Supplies	2,500.00	2,019.72	402.69	77.59
01-201-20-105-248	Advertising	10,000.00	2,395.00	2,523.96	5,081.04
01-201-20-105-263	Legal Fees	250,000.00	20,894.00	480.00	228,626.00
01-201-20-105-306	Medical & Psych Exams	10,000.00	2,450.63	-	7,549.37
01-201-20-105-320	Consultant Services	10,000.00	23,153.65	4,940.00	(18,093.65)
01-201-20-105-325	Education, Training, Seminars	8,000.00	15,851.12	-	(7,851.12)
01-201-20-105-503	Contractual Services	-	1,516.96	-	(1,516.96)
		290,500.00	**68,281.08**	**8,346.65**	**213,872.27**
01-201-20-106-200	**Advertising and Postage - Expenses**	**-**	**-**	**-**	**-**
01-201-20-106-225	Computer Equipment & Supplies	2,500.00	2,771.88	-	(271.88)
01-201-20-106-248	Advertising	-	-	-	-
01-201-20-106-312	Postage	45,000.00	30,465.85	-	14,534.15
		47,500.00	**33,237.73**	**-**	**14,262.27**
01-201-20-110-100	**Municipal Council - Salaries**	**-**	**-**	**-**	**-**
01-201-20-110-102	Part Time Employees	28,500.00	16,402.57	-	12,097.43
		28,500.00	**16,402.57**	**-**	**12,097.43**
01-201-20-110-200	**Municipal Council - Expenses**	**-**	**-**	**-**	**-**
01-201-20-110-224	Printing	-	292.00	-	(292.00)

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

** ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)*

Account Number	Description	Budget	Activity	Encumbered	Balance
01-201-20-110-263	Legal Fees	-	2,992.00	-	(2,992.00)
01-201-20-110-301	Public Relations	5,000.00	-	-	5,000.00
01-201-20-110-325	Education, Training, Seminars	-	230.00	-	(230.00)
01-201-20-110-374	Celebrations	25,000.00	-	-	25,000.00
01-201-20-110-503	Contractual Services	-	-	-	-
		30,000.00	**3,514.00**	**-**	**26,486.00**
01-201-20-120-100	**City Clerk - Salaries**	**-**	**-**	**-**	**-**
01-201-20-120-101	Full Time Salaries	305,000.00	173,009.17	-	131,990.83
01-201-20-120-102	Part Time Employees	61,000.00	32,510.62	-	28,489.38
01-201-20-120-108	Excess Accumulated Time	13,000.00	-	-	13,000.00
01-201-20-120-109	Overtime	-	19.19	-	(19.19)
		379,000.00	**205,538.98**	**-**	**173,461.02**
01-201-20-120-200	**City Clerk - Expenses**	**-**	**-**	**-**	**-**
01-201-20-120-204	Books, Magazines, Periodicals	1,000.00	300.00	-	700.00
01-201-20-120-210	Election Expenses	85,000.00	62,768.74	-	22,231.26
01-201-20-120-224	Printing	2,000.00	821.00	-	1,179.00
01-201-20-120-226	Office Supplies	5,000.00	1,851.51	-	3,148.49
01-201-20-120-242	Other Equipment	1,000.00	-	-	1,000.00
01-201-20-120-248	Advertising	11,000.00	7,086.24	-	3,913.76
01-201-20-120-316	Subscriptions & Memberships	8,000.00	9,050.00	532.50	(1,582.50)
01-201-20-120-320	Consultant Services	15,000.00	7,078.00	-	7,922.00
01-201-20-120-325	Education, Training, Seminars	1,000.00	405.39	45.00	549.61
01-201-20-120-328	Licenses, Training, Permits	5,000.00	-	-	5,000.00
01-201-20-120-503	Contractual Services	-	3,870.50	16,671.75	(20,542.25)
		134,000.00	**93,231.38**	**17,249.25**	**23,519.37**
01-201-20-130-100	**Financial Administration - Salaries**	**-**	**-**	**-**	**-**
01-201-20-130-101	Full Time Salaries	587,000.00	310,911.66	-	276,088.34
01-201-20-130-102	Part Time Employees	-	707.34	-	(707.34)
01-201-20-130-107	Temporary and Seasonal Employees	-	5,899.76	-	(5,899.76)
01-201-20-130-108	Excess Accumulated Time	20,000.00	1,375.79	-	18,624.21
01-201-20-130-109	Overtime	9,000.00	12,496.95	-	(3,496.95)
		616,000.00	**331,391.50**	**-**	**284,608.50**
01-201-20-130-200	**Financial Administration - Expense**	**-**	**-**	**-**	**-**
01-201-20-130-204	Books, Magazines, Periodicals	-	25.00	-	(25.00)
01-201-20-130-224	Printing	1,500.00	707.00	-	793.00
01-201-20-130-225	Computer Equipment & Supplies	55,000.00	1,966.00	-	53,034.00
01-201-20-130-226	Office Supplies	5,500.00	1,180.42	447.32	3,872.26
01-201-20-130-242	Other Equipment	200.00	-	-	200.00
01-201-20-130-316	Subscriptions & Memberships	3,500.00	430.00	640.00	2,430.00
01-201-20-130-320	Consultant Services	90,000.00	31,992.40	26,685.60	31,322.00
01-201-20-130-325	Education, Training, Seminars	7,500.00	3,411.81	-	4,088.19
01-201-20-130-334	Accounting and Auditing	25,600.00	3,940.00	650.00	21,010.00

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

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Account Number	Description	Budget	Activity	Encumbered	Balance
01-201-20-130-503	Contractual Services	114,000.00	87,642.36	33,054.91	(6,697.27)
		302,800.00	**131,294.99**	**61,477.83**	**110,027.18**
01-201-20-135-200	**Auditing Expense**	**-**	**-**	**-**	**-**
01-201-20-135-320	Consultant Services	71,000.00	-	-	71,000.00
01-201-20-135-334	Accounting and Auditing	15,000.00	51,270.00	29,100.00	(65,370.00)
		86,000.00	**51,270.00**	**29,100.00**	**5,630.00**
01-201-20-140-100	**Management Info Systems - Salaries**	**-**	**-**	**-**	**-**
01-201-20-140-101	Full Time Salaries	166,000.00	95,881.24	-	70,118.76
01-201-20-140-102	Part Time Employees	21,000.00	-	-	21,000.00
01-201-20-140-107	Temporary and Seasonal Employees	-	5,748.00	-	(5,748.00)
01-201-20-140-108	Excess Accumulated Time	7,500.00	-	-	7,500.00
01-201-20-140-109	Overtime	-	2,355.17	-	(2,355.17)
		194,500.00	**103,984.41**	**-**	**90,515.59**
01-201-20-140-200	**Management Info Systems - Expenses**	**-**	**-**	**-**	**-**
01-201-20-140-225	Computer Equipment & Supplies	15,000.00	1,299.00	4,406.35	9,294.65
01-201-20-140-242	Other Equipment	45,000.00	51,919.68	-	(6,919.68)
01-201-20-140-316	Subscriptions & Memberships	12,000.00	7,569.30	125.00	4,305.70
01-201-20-140-320	Consultant Services	50,000.00	10,027.50	6,525.39	33,447.11
01-201-20-140-405	Maintenance & Repairs	15,000.00	16,860.00	-	(1,860.00)
		137,000.00	**87,675.48**	**11,056.74**	**38,267.78**
01-201-20-141-100	**Cable Television - Salaries**	**-**	**-**	**-**	**-**
01-201-20-141-101	Full Time	43,000.00	24,469.22	-	18,530.78
01-201-20-141-102	Part Time Employees	15,000.00	6,655.00	-	8,345.00
01-201-20-141-109	Overtime	9,000.00	6,254.74	-	2,745.26
		67,000.00	**37,378.96**	**-**	**29,621.04**
01-201-20-141-200	**Cable Television - Expenses**	**-**	**-**	**-**	**-**
01-201-20-141-225	Computer Equipment & Supplies	1,000.00	-	-	1,000.00
01-201-20-141-242	Other Equipment	11,000.00	7,111.62	-	3,888.38
		12,000.00	**7,111.62**	**-**	**4,888.38**
01-201-20-145-100	**Tax Assessor - Salaries**	**-**	**-**	**-**	**-**
01-201-20-145-101	Full Time Salaries	479,000.00	278,292.70	-	200,707.30
01-201-20-145-108	Excess Accumulated Time	6,500.00	-	-	6,500.00
01-201-20-145-110	Sick Time Buy Out	5,500.00	5,472.40	-	27.60
		491,000.00	**283,765.10**	**-**	**207,234.90**
01-201-20-145-200	**Tax Assessor - Expenses**	**-**	**-**	**-**	**-**
01-201-20-145-224	Printing	13,000.00	-	-	13,000.00
01-201-20-145-225	Computer Equipment & Supplies	-	-	-	-
01-201-20-145-226	Office Supplies	2,000.00	-	-	2,000.00
01-201-20-145-263	Legal Fees	40,000.00	7,177.50	-	32,822.50
01-201-20-145-316	Subscriptions & Memberships	1,000.00	125.00	6,432.00	(5,557.00)
01-201-20-145-325	Education, Training, Seminars	3,500.00	540.00	-	2,960.00

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

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Account Number	Description	Budget	Activity	Encumbered	Balance
01-201-20-145-503	Contractual Services	56,000.00	12,300.00	-	43,700.00
01-201-20-145-911	Tax Maps For Reval.	-	(81,640.00)	81,640.00	-
		115,500.00	**(61,497.50)**	**88,072.00**	**88,925.50**
01-201-20-150-100	**Tax Collector - Salaries**	**-**	**-**	**-**	**-**
01-201-20-150-101	Full Time Salaries	314,000.00	139,837.04	-	174,162.96
01-201-20-150-109	Overtime	-	12.42	-	(12.42)
		314,000.00	**139,849.46**	**-**	**174,150.54**
01-201-20-150-200	**Tax Collector - Expenses**	**-**	**-**	**-**	**-**
01-201-20-150-224	Printing	27,000.00	21,172.00	15,923.00	(10,095.00)
01-201-20-150-225	Computer Equipment & Supplies	1,000.00	3,405.00	-	(2,405.00)
01-201-20-150-226	Office Supplies	6,500.00	1,282.57	-	5,217.43
01-201-20-150-248	Advertising	2,500.00	-	-	2,500.00
01-201-20-150-316	Subscriptions & Memberships	500.00	160.00	-	340.00
01-201-20-150-325	Education, Training, Seminars	3,500.00	2,458.00	-	1,042.00
01-201-20-150-328	Licenses, Training, Permits	500.00	-	-	500.00
01-201-20-150-503	Contractual Services	7,500.00	-	-	7,500.00
		49,000.00	**28,477.57**	**15,923.00**	**4,599.43**
01-201-20-155-100	**Legal Service - Salaries**	**-**	**-**	**-**	**-**
01-201-20-155-101	Full Time Salaries	132,000.00	52,177.87	-	79,822.13
01-201-20-155-102	Part Time Employees	570,000.00	311,306.70	-	258,693.30
01-201-20-155-107	Temporary and Seasonal Employees	-	9,680.00	-	(9,680.00)
01-201-20-155-108	Excess Accumulated Time	5,000.00	-	-	5,000.00
01-201-20-155-110	Sick Time Buy Out	4,500.00	-	-	4,500.00
		711,500.00	**373,164.57**	**-**	**338,335.43**
01-201-20-155-200	**Legal Service - Expenses**	**-**	**-**	**-**	**-**
01-201-20-155-204	Books, Magazines, Periodicals	20,000.00	13,883.78	6,929.43	(813.21)
01-201-20-155-226	Office Supplies	2,000.00	401.50	346.28	1,252.22
01-201-20-155-263	Legal Fees	65,000.00	12,987.25	2,535.55	49,477.20
01-201-20-155-264	Filing Fees & Costs	7,000.00	574.92	-	6,425.08
01-201-20-155-320	Consultant Services	5,000.00	1,770.33	-	3,229.67
01-201-20-155-325	Education, Training, Seminars	1,500.00	915.92	-	584.08
01-201-20-155-503	Contractual Services	5,000.00	-	-	5,000.00
		105,500.00	**30,533.70**	**9,811.26**	**65,155.04**
01-201-20-165-100	**Engineering Services - Salaries**	**-**	**-**	**-**	**-**
01-201-20-165-101	Full Time Salaries	361,000.00	215,138.80	-	145,861.20
01-201-20-165-102	Part Time Employees	15,000.00	-	-	15,000.00
01-201-20-165-108	Excess Accumulated Time	7,500.00	-	-	7,500.00
		383,500.00	**215,138.80**	**-**	**168,361.20**
01-201-20-165-200	**Engineering Services - Expenses**	**-**	**-**	**-**	**-**
01-201-20-165-225	Computer Equipment & Supplies	7,500.00	5,360.00	-	2,140.00
01-201-20-165-226	Office Supplies	2,000.00	477.77	131.26	1,390.97

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

** ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)*

Account Number	Description	Budget	Activity	Encumbered	Balance
01-201-20-165-320	Consultant Services	209,000.00	96,768.20	81,381.80	30,850.00
01-201-20-165-325	Education, Training, Seminars	-	80.01	-	(80.01)
01-201-20-165-328	Permits	60,000.00	16,605.00	-	43,395.00
		278,500.00	**119,290.98**	**81,513.06**	**77,695.96**
01-201-20-170-100	**Economic Development - Salaries**	**-**	**-**	**-**	**-**
01-201-20-170-102	Part Time Employees	1.00	-	-	1.00
		1.00	**-**	**-**	**1.00**
01-201-20-170-200	**Economic Development - Expenses**	**-**	**-**	**-**	**-**
01-201-20-170-224	Printing	1.00	-	-	1.00
01-201-20-170-320	Consultant Services	45,000.00	21,998.88	22,000.12	1,001.00
		45,001.00	**21,998.88**	**22,000.12**	**1,002.00**
01-201-21-180-100	**Zoning and Planning - Salaries**	**-**	**-**	**-**	**-**
01-201-21-180-101	Full Time Salaries	96,000.00	55,963.88	-	40,036.12
01-201-21-180-102	Part Time Employees	72,000.00	45,001.36	-	26,998.64
01-201-21-180-106	Inspectors	100,000.00	-	-	100,000.00
01-201-21-180-108	Excess Accumulated Time	1,500.00	-	-	1,500.00
01-201-21-180-109	Overtime	-	687.39	-	(687.39)
		269,500.00	**101,652.63**	**-**	**167,847.37**
01-201-21-180-200	**Zoning and Planning - Expenses**	**-**	**-**	**-**	**-**
01-201-21-180-224	Printing	500.00	-	-	500.00
01-201-21-180-225	Computer Equipment & Supplies	2,000.00	-	31,226.47	(29,226.47)
01-201-21-180-226	Office Supplies	500.00	16.94	192.49	290.57
01-201-21-180-248	Advertising	3,500.00	871.47	117.33	2,511.20
01-201-21-180-263	Legal Fees	100,000.00	56,988.62	23,716.12	19,295.26
01-201-21-180-320	Consultant Services	25,000.00	5,620.00	3,850.00	15,530.00
01-201-21-180-325	Education, Training, Seminars	1,500.00	320.00	-	1,180.00
01-201-21-180-503	Contractual Services	10,000.00	-	-	10,000.00
		143,000.00	**63,817.03**	**59,102.41**	**20,080.56**
01-201-21-190-100	**Housing Director - Salaries**	**-**	**-**	**-**	**-**
01-201-21-190-101	Full Time Salaries	349,000.00	149,589.54	-	199,410.46
01-201-21-190-106	Inspectors	-	27,986.91	-	(27,986.91)
01-201-21-190-108	Excess Accumulated Time	1,500.00	-	-	1,500.00
01-201-21-190-110	Sick Time Buy Out	-	1,760.42	-	(1,760.42)
		350,500.00	**179,336.87**	**-**	**171,163.13**
01-201-21-190-200	**Housing Director - Expenses**	**-**	**-**	**-**	**-**
01-201-21-190-224	Printing	-	120.00	-	(120.00)
01-201-21-190-225	Computer Equipment & Supplies	4,500.00	-	1,990.99	2,509.01
01-201-21-190-226	Office Supplies	1,000.00	1,115.37	-	(115.37)
01-201-21-190-316	Subscriptions & Memberships	-	2,800.00	-	(2,800.00)
01-201-21-190-318	Emergency Order Clean Ups	35,000.00	5,000.00	-	30,000.00
		40,500.00	**9,035.37**	**1,990.99**	**29,473.64**

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

** ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)*

Account Number	Description	Budget	Activity	Encumbered	Balance
01-201-22-195-100	**Construction Code - Salaries**	**-**	**-**	**-**	**-**
01-201-22-195-101	Full Time Salaries	560,000.00	340,370.89	-	219,629.11
01-201-22-195-102	Part Time Employees	210,000.00	73,378.56	-	136,621.44
01-201-22-195-107	Temporary and Seasonal Employees	80,000.00	65,957.49	-	14,042.51
01-201-22-195-108	Excess Accumulated Time	5,000.00	-	-	5,000.00
01-201-22-195-109	Overtime	-	3,091.90	-	(3,091.90)
		855,000.00	**482,798.84**	**-**	**372,201.16**
01-201-22-195-200	**Construction Code - Expenses**	**-**	**-**	**-**	**-**
01-201-22-195-202	Auto Expenses	40,000.00	24,801.70	18,848.94	(3,650.64)
01-201-22-195-204	Books, Magazines, Periodicals	7,500.00	801.41	-	6,698.59
01-201-22-195-207	Uniform Allowance	5,500.00	2,529.00	-	2,971.00
01-201-22-195-224	Printing	6,000.00	-	-	6,000.00
01-201-22-195-225	Computer Equipment & Supplies	6,000.00	-	1,575.00	4,425.00
01-201-22-195-226	Office Supplies	4,500.00	415.30	-	4,084.70
01-201-22-195-232	Data Storage	20,000.00	1,680.96	2,311.32	16,007.72
01-201-22-195-242	Other Equipment	1,000.00	135.00	-	865.00
01-201-22-195-255	Tools & Work Equipment	5,000.00	-	-	5,000.00
01-201-22-195-312	Postage	2,500.00	2,965.91	-	(465.91)
01-201-22-195-316	Subscriptions & Memberships	3,500.00	799.00	27,336.00	(24,635.00)
01-201-22-195-320	Consultant Services	-	-	-	-
01-201-22-195-325	Education, Training, Seminars	4,000.00	40.00	-	3,960.00
01-201-22-195-405	Maintenance & Repairs	3,000.00	2,500.00	-	500.00
01-201-22-195-503	Contractual Services	54,000.00	-	-	54,000.00
		162,500.00	**36,668.28**	**50,071.26**	**75,760.46**
01-201-22-196-200	**Rent Leveling Board - Expenses**	**-**	**-**	**-**	**-**
01-201-22-196-263	Legal Fees	750.00	-	-	750.00
		750.00	**-**	**-**	**750.00**
01-201-22-197-100	**ABC Board - Salaries**	**-**	**-**	**-**	**-**
01-201-22-197-102	Part Time Employees	9,500.00	4,375.00	-	5,125.00
		9,500.00	**4,375.00**	**-**	**5,125.00**
01-201-22-197-200	**ABC Board - Expenses**	**-**	**-**	**-**	**-**
01-201-22-197-248	Advertising	400.00	-	-	400.00
		400.00	**-**	**-**	**400.00**
01-201-23-210-200	**Insurance - General Liability**	**-**	**-**	**-**	**-**
01-201-23-210-310	Group Insurance	3,500,000.00	3,500,000.00	-	-
		3,500,000.00	**3,500,000.00**	**-**	**-**
01-201-23-215-200	**Insurance - Worker Comp**	**-**	**-**	**-**	**-**
01-201-23-215-340	Self-Insurance Funds	180,000.00	180,000.00	-	-
		180,000.00	**180,000.00**	**-**	**-**
01-201-23-220-200	**Insurance - Employee Group Health**	**-**	**-**	**-**	**-**
01-201-23-220-310	Group Insurance	19,800,000.00	19,800,000.00	-	-

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

** ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)*

Account Number	Description	Budget	Activity	Encumbered	Balance
		19,800,000.00	**19,800,000.00**	**-**	**-**
01-201-23-221-100	**Health Care Waiver**	**-**	**-**	**-**	**-**
01-201-23-221-111	Health Care Buy Out	525,000.00	250,325.29	-	274,674.71
		525,000.00	**250,325.29**	**-**	**274,674.71**
01-201-23-225-200	**Statutory Exp. - Unemployment**	**-**	**-**	**-**	**-**
01-201-23-225-500	Unemployment Insurance	1.00	-	-	1.00
		1.00	**-**	**-**	**1.00**
01-201-25-240-100	**Police Department - Salaries**	**-**	**-**	**-**	**-**
01-201-25-240-101	Full Time Salaries	16,609,774.00	10,457,242.95	-	6,152,531.05
01-201-25-240-102	Part Time Employees	262,000.00	104,127.42	-	157,872.58
01-201-25-240-103	Dispatchers	1,056,000.00	631,791.37	-	424,208.63
01-201-25-240-104	School Crossing Guards	902,000.00	339,450.17	-	562,549.83
01-201-25-240-105	Non-Uniform Salaries	802,000.00	447,275.31	-	354,724.69
01-201-25-240-106	Special Officers/Court	125,000.00	33,646.26	-	91,353.74
01-201-25-240-107	Temporary and Seasonal Employees	200,000.00	-	-	200,000.00
01-201-25-240-108	Excess Accumulated Time	100,000.00	129,151.01	-	(29,151.01)
01-201-25-240-109	Police Overtime	475,000.00	367,222.82	-	107,777.18
01-201-25-240-110	Sick Time Buy Out	20,000.00	15,832.56	-	4,167.44
01-201-25-240-111	Special Events Overtime	200,000.00	-	-	200,000.00
01-201-25-240-112	Terminal Leave Pay	-	-	-	-
01-201-25-240-120	Disability	-	12,824.73	-	(12,824.73)
01-201-25-240-121	Workers Comp	-	6,555.42	-	(6,555.42)
01-201-25-240-124	ARPA Police Dept - Revenue Loss	2,457,711.00	-	-	2,457,711.00
		23,209,485.00	**12,545,120.02**	**-**	**10,664,364.98**
01-201-25-240-200	**Police Department - Expenses**	**-**	**-**	**-**	**-**
01-201-25-240-202	Auto Expenses	10,000.00	7,936.71	2,191.90	(128.61)
01-201-25-240-204	Books, Magazines, Periodicals	1,000.00	-	-	1,000.00
01-201-25-240-207	Uniform Allowance	180,000.00	9,081.03	8,188.40	162,730.57
01-201-25-240-208	Drugs, Medicines,	15,000.00	-	-	15,000.00
01-201-25-240-212	First Aid Supplies	12,000.00	3,504.50	148.75	8,346.75
01-201-25-240-213	Feeding Prisoners	4,000.00	-	-	4,000.00
01-201-25-240-217	Janitorial Supplies	1,200.00	95.87	-	1,104.13
01-201-25-240-221	Fuel - Gasoline	2,500.00	-	-	2,500.00
01-201-25-240-224	Printing	7,000.00	2,585.20	995.60	3,419.20
01-201-25-240-225	Computer Equipment & Supplies	20,000.00	1,370.00	10,451.06	8,178.94
01-201-25-240-226	Office Supplies	15,000.00	6,715.89	-	8,284.11
01-201-25-240-242	Other Equipment	30,000.00	8,063.22	695.40	21,241.38
01-201-25-240-248	Advertising	500.00	78.36	-	421.64
01-201-25-240-255	Tools & Work Equipment	500.00	79.92	-	420.08
01-201-25-240-269	Telephone	5,000.00	-	-	5,000.00
01-201-25-240-306	Medical & Psych Exams	25,000.00	11,195.00	-	13,805.00
01-201-25-240-308	Interpreters	10,000.00	14,610.02	3,374.89	(7,984.91)

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

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Account Number	Description	Budget	Activity	Encumbered	Balance
01-201-25-240-316	Subscriptions & Memberships	3,000.00	500.00	-	2,500.00
01-201-25-240-320	Consultant Services	11,000.00	10,919.92	-	80.08
01-201-25-240-325	Education, Training, Seminars	70,000.00	17,396.11	10,947.03	41,656.86
01-201-25-240-328	Licenses, Training, Permits	3,000.00	2,407.10	-	592.90
01-201-25-240-363	Ammunition	72,000.00	8,087.33	-	63,912.67
01-201-25-240-405	Maintenance & Repairs	300,000.00	184,003.62	44,310.41	71,685.97
01-201-25-240-416	Signs	30,000.00	3,602.30	4,045.06	22,352.64
01-201-25-240-503	Contractual Services	100,000.00	39,185.22	18,463.45	42,351.33
		927,700.00	**331,417.32**	**103,811.95**	**492,470.73**
01-201-25-241-200	**Traffic Safety Council - Expenses**	**-**	**-**	**-**	**-**
01-201-25-241-226	Office Supplies	250.00	-	-	250.00
		250.00	**-**	**-**	**250.00**
01-201-25-252-200	**Office Emergency Management - Expense**	**-**	**-**	**-**	**-**
01-201-25-252-225	Computer Equipment & Supplies	1,500.00	124.88	6,018.50	(4,643.38)
01-201-25-252-226	Office Supplies	-	285.99	-	(285.99)
01-201-25-252-242	Other Equipment	4,000.00	324.99	-	3,675.01
01-201-25-252-325	Education, Training, Seminars	500.00	-	-	500.00
01-201-25-252-405	Maintenance & Repairs	3,500.00	-	-	3,500.00
		9,500.00	**735.86**	**6,018.50**	**2,745.64**
01-201-25-265-100	**Fire Department - Salaries**	**-**	**-**	**-**	**-**
01-201-25-265-101	Full Time Salaries	11,823,685.00	8,151,259.36	-	3,672,425.64
01-201-25-265-102	Part Time Employees	97,000.00	49,191.25	-	47,808.75
01-201-25-265-105	Non-Uniform Salaries	543,000.00	295,768.60	-	247,231.40
01-201-25-265-108	Excess Accumulated Time	125,000.00	36,164.35	-	88,835.65
01-201-25-265-109	Fire Dept. Overtime	720,000.00	560,550.23	-	159,449.77
01-201-25-265-110	Sick Time Buy Out	90,000.00	96,439.24	-	(6,439.24)
01-201-25-265-112	Terminal Leave Pay	60,000.00	-	-	60,000.00
01-201-25-265-124	ARPA Fire Dept - Revenue Loss	2,457,711.00	-	-	2,457,711.00
		15,916,396.00	**9,189,373.03**	**-**	**6,727,022.97**
01-201-25-265-200	**Fire Department - Expenses**	**-**	**-**	**-**	**-**
01-201-25-265-202	Auto Expense	5,000.00	-	-	5,000.00
01-201-25-265-204	Books, Magazines, Periodicals	1,000.00	-	-	1,000.00
01-201-25-265-207	Uniform Allowance	110,000.00	5,371.20	775.00	103,853.80
01-201-25-265-212	First Aid Supplies	95,000.00	33,420.81	11,611.74	49,967.45
01-201-25-265-217	Janitorial Supplies	15,000.00	10,298.66	2,394.58	2,306.76
01-201-25-265-224	Printing	1,000.00	711.00	-	289.00
01-201-25-265-225	Computer Equipment & Supplies	14,000.00	15,908.00	5,616.15	(7,524.15)
01-201-25-265-226	Office Supplies	15,000.00	3,356.61	2,273.09	9,370.30
01-201-25-265-242	Other Equipment	14,000.00	1,779.35	5,795.00	6,425.65
01-201-25-265-255	Tools & Work Equipment	30,000.00	6,917.70	6,763.80	16,318.50
01-201-25-265-269	Telephone	1,000.00	-	-	1,000.00
01-201-25-265-306	Medical & Psych Exams	15,000.00	4,015.00	68.00	10,917.00

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

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Account Number	Description	Budget	Activity	Encumbered	Balance
01-201-25-265-316	Subscriptions & Memberships	500.00	496.58	-	3.42
01-201-25-265-325	Education, Training, Seminars	50,000.00	21,118.83	1,640.00	27,241.17
01-201-25-265-405	Maintenance & Repairs	35,000.00	41,488.11	12,441.30	(18,929.41)
01-201-25-265-503	Contractual Services	75,000.00	60,444.46	501.48	14,054.06
01-201-25-265-600	Ambulance Fee Collection	175,000.00	61,750.62	90,154.45	23,094.93
		651,500.00	**267,076.93**	**140,034.59**	**244,388.48**
01-201-26-290-100	**Building Department (DPW) - Salaries**	**-**	**-**	**-**	**-**
01-201-26-290-101	Full Time Salaries	407,000.00	234,046.11	-	172,953.89
01-201-26-290-109	Building Overtime	85,000.00	37,242.86	-	47,757.14
		492,000.00	**271,288.97**	**-**	**220,711.03**
01-201-26-290-200	**Building Department (DPW) - Expenses**	**-**	**-**	**-**	**-**
01-201-26-290-202	Auto Expenses	-	10,667.68	-	(10,667.68)
01-201-26-290-217	Janitorial Supplies	30,000.00	5,639.50	5,092.19	19,268.31
01-201-26-290-219	Road Salt and Cinders	2,000.00	-	-	2,000.00
01-201-26-290-225	Computer Equipment & Supplies	-	1,453.00	729.00	(2,182.00)
01-201-26-290-226	Office Supplies	-	225.00	225.00	(450.00)
01-201-26-290-242	Other Equipment	35,000.00	-	-	35,000.00
01-201-26-290-255	Tools & Work Equipment	25,000.00	7,791.13	4,358.42	12,850.45
01-201-26-290-328	Licenses, Training, Permits	9,500.00	1,878.30	-	7,621.70
01-201-26-290-405	Maintenance & Repairs	240,000.00	57,789.11	65,153.80	117,057.09
01-201-26-290-503	Contractual Services	200,000.00	130,270.85	39,544.97	30,184.18
01-201-26-290-911	Emergency Repair	20,000.00	-	-	20,000.00
		561,500.00	**215,714.57**	**115,103.38**	**230,682.05**
01-201-26-292-100	**Roads Department - Salaries**	**-**	**-**	**-**	**-**
01-201-26-292-101	Full Time Salaries	593,000.00	346,484.57	-	246,515.43
01-201-26-292-109	Overtime	65,000.00	31,534.03	-	33,465.97
		658,000.00	**378,018.60**	**-**	**279,981.40**
01-201-26-292-200	**Roads Department - Expenses**	**-**	**-**	**-**	**-**
01-201-26-292-219	Salt and Cinders	-	-	-	-
01-201-26-292-242	Other Equipment	25,000.00	-	-	25,000.00
01-201-26-292-255	Tools & Work Equipment	35,000.00	13,069.09	1,840.62	20,090.29
01-201-26-292-325	Education, Training, Seminars	5,000.00	-	-	5,000.00
01-201-26-292-405	Maintenance & Repairs	110,000.00	12,401.04	1,643.26	95,955.70
01-201-26-292-416	Signs	15,000.00	6,722.00	306.50	7,971.50
01-201-26-292-503	Contractual Services	20,000.00	-	-	20,000.00
		210,000.00	**32,192.13**	**3,790.38**	**174,017.49**
01-201-26-300-100	**Public Works Administration - Salaries**	**-**	**-**	**-**	**-**
01-201-26-300-101	Full Time Salaries	402,000.00	227,954.13	-	174,045.87
01-201-26-300-108	Excess Accumulated Time	25,000.00	-	-	25,000.00
01-201-26-300-109	Overtime	35,000.00	7,077.17	-	27,922.83
01-201-26-300-110	Sick Time Buy Out	3,500.00	2,928.96	-	571.04
		465,500.00	**237,960.26**	**-**	**227,539.74**

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

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Account Number	Description	Budget	Activity	Encumbered	Balance
01-201-26-300-200	**Public Works Administration - Expenses**	**-**	**-**	**-**	**-**
01-201-26-300-207	Uniform Allowance	55,000.00	29,833.31	7,173.63	17,993.06
01-201-26-300-224	Printing	-	650.00	-	(650.00)
01-201-26-300-225	Computer Equipment & Supplies	-	395.00	11,256.00	(11,651.00)
01-201-26-300-226	Office Supplies	5,000.00	151.30	1,683.86	3,164.84
01-201-26-300-242	Other Equipment	-	-	-	-
01-201-26-300-325	Education, Training, Seminars	1,000.00	925.00	120.00	(45.00)
01-201-26-300-328	Licenses, Training, Permits	1,000.00	578.00	-	422.00
01-201-26-300-405	Maintenance & Repairs	-	317.46	-	(317.46)
01-201-26-300-503	Contractual Services	2,500.00	830.00	460.00	1,210.00
		64,500.00	**33,680.07**	**20,693.49**	**10,126.44**
01-201-26-305-100	**Recycling - Salaries**	**-**	**-**	**-**	**-**
01-201-26-305-101	Full Time Salaries	974,000.00	525,178.43	-	448,821.57
01-201-26-305-102	Part Time Employees	175,000.00	13,740.00	-	161,260.00
01-201-26-305-107	Temporary and Seasonal Employees	-	59,840.28	-	(59,840.28)
01-201-26-305-108	Excess Accumulated Time	4,000.00	-	-	4,000.00
01-201-26-305-109	Recycling Overtime	30,000.00	19,609.55	-	10,390.45
01-201-26-305-121	Workers Comp	-	5,970.24	-	(5,970.24)
		1,183,000.00	**624,338.50**	**-**	**558,661.50**
01-201-26-305-200	**Recycling - Expenses**	**-**	**-**	**-**	**-**
01-201-26-305-207	Uniform Allowance	-	497.40	-	(497.40)
01-201-26-305-255	Tools & Work Equipment	18,000.00	-	-	18,000.00
01-201-26-305-503	Contractual Services	-	-	-	-
		18,000.00	**497.40**	**-**	**17,502.60**
01-201-26-315-100	**Vehicle Maintenance - Salaries**	**-**	**-**	**-**	**-**
01-201-26-315-101	Full Time Salaries	647,000.00	342,305.52	-	304,694.48
01-201-26-315-108	Excess Accumulated Time	4,000.00	1.63	-	3,998.37
01-201-26-315-109	Vehicle Maint. Overtime	60,000.00	46,130.36	-	13,869.64
01-201-26-315-110	Sick Time Buy Out	-	1,336.11	-	(1,336.11)
		711,000.00	**389,773.62**	**-**	**321,226.38**
01-201-26-315-200	**Vehicle Maintenance - Expenses**	**-**	**-**	**-**	**-**
01-201-26-315-202	Auto Expenses	600,600.00	180,875.57	98,638.07	321,086.36
01-201-26-315-225	Computer Equipment & Supplies	500.00	-	-	500.00
01-201-26-315-242	Other Equipment	30,000.00	-	269.02	29,730.98
01-201-26-315-255	Tools & Work Equipment	9,500.00	4,921.82	-	4,578.18
01-201-26-315-325	Education, Training, Seminars	1,000.00	-	-	1,000.00
01-201-26-315-405	Maintenance & Repairs	75,000.00	59,744.40	-	15,255.60
01-201-26-315-503	Contractual Services	13,000.00	1,700.00	17,055.00	(5,755.00)
		729,600.00	**247,241.79**	**115,962.09**	**366,396.12**
01-201-26-325-200	**Condo Services Act - Expenses**	**-**	**-**	**-**	**-**
01-201-26-325-504	Multi-Family Reimbursement	700,000.00	43,032.59	127,195.95	529,771.46
		700,000.00	**43,032.59**	**127,195.95**	**529,771.46**

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

** ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)*

Account Number	Description	Budget	Activity	Encumbered	Balance
01-201-27-330-100	**Health and Welfare - Salaries**	**-**	**-**	**-**	**-**
01-201-27-330-101	Full Time Salaries	1,116,000.00	566,593.93	-	549,406.07
01-201-27-330-102	Part Time Employees	145,000.00	17,319.50	-	127,680.50
01-201-27-330-107	Temporary and Seasonal Employees	-	6,857.00	-	(6,857.00)
01-201-27-330-108	Excess Accumulated Time	6,500.00	40.90	-	6,459.10
01-201-27-330-109	Overtime	17,500.00	17,486.88	-	13.12
01-201-27-330-110	Sick Time Buy Out	5,000.00	3,646.95	-	1,353.05
		1,290,000.00	**611,945.16**	**-**	**678,054.84**
01-201-27-330-200	**Health and Welfare - Expenses**	**-**	**-**	**-**	**-**
01-201-27-330-204	Books, Magazines, Periodicals	-	-	19.09	(19.09)
01-201-27-330-207	Uniform Allowance	5,000.00	657.00	3,101.88	1,241.12
01-201-27-330-208	Drugs, Medicines,	15,000.00	7,101.45	1,274.96	6,623.59
01-201-27-330-212	First Aid Supplies	-	873.00	-	(873.00)
01-201-27-330-217	Janitorial Supplies	1,000.00	-	-	1,000.00
01-201-27-330-224	Printing	3,500.00	666.00	-	2,834.00
01-201-27-330-225	Computer Equipment & Supplies	1,000.00	-	-	1,000.00
01-201-27-330-226	Office Supplies	20,000.00	10,034.81	4,232.26	5,732.93
01-201-27-330-242	Other Equipment	10,000.00	15,543.29	-	(5,543.29)
01-201-27-330-248	Advertising	1,500.00	1,175.00	-	325.00
01-201-27-330-250	Rents	35,000.00	17,337.48	17,337.48	325.04
01-201-27-330-255	Tools & Work Equipment	1,000.00	-	-	1,000.00
01-201-27-330-269	Telephone	-	423.30	-	(423.30)
01-201-27-330-301	Public Relations	4,000.00	-	-	4,000.00
01-201-27-330-312	Postage	6,500.00	5,122.51	-	1,377.49
01-201-27-330-316	Subscriptions & Memberships	7,000.00	400.00	20,904.00	(14,304.00)
01-201-27-330-320	Consultant Services	15,000.00	2,500.00	-	12,500.00
01-201-27-330-325	Education, Training, Seminars	-	4,919.87	230.00	(5,149.87)
01-201-27-330-328	Licenses, Training, Permits	1,500.00	2,019.00	-	(519.00)
01-201-27-330-405	Maintenance & Repairs	-	1,287.00	-	(1,287.00)
01-201-27-330-503	Contractual Services	55,000.00	8,922.09	21,920.00	24,157.91
01-201-27-330-522	Program Supplies	3,000.00	5,551.66	-	(2,551.66)
		185,000.00	**84,533.46**	**69,019.67**	**31,446.87**
01-201-27-331-100	**Human Services - Salaries**	**-**	**-**	**-**	**-**
01-201-27-331-101	Full Time Salaries	-	33,779.90	-	(33,779.90)
01-201-27-331-102	Part Time Employees	1.00	-	-	1.00
01-201-27-331-107	Temporary and Seasonal Employees	100,000.00	35,974.38	-	64,025.62
01-201-27-331-109	Overtime	5,000.00	1,622.71	-	3,377.29
		105,001.00	**71,376.99**	**-**	**33,624.01**
01-201-27-331-200	**Human Services - Expenses**	**-**	**-**	**-**	**-**
01-201-27-331-503	Program Supplies	72,000.00	6,702.97	-	65,297.03
		72,000.00	**6,702.97**	**-**	**65,297.03**
01-201-27-332-200	**Hamilton House Expenses**	**-**	**-**	**-**	**-**

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

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Account Number	Description	Budget	Activity	Encumbered	Balance
01-201-27-332-503	Contractual Services	5,000.00	-	-	5,000.00
		5,000.00	**-**	**-**	**5,000.00**
01-201-27-335-200	**Environment Protection Comm. - Expense**	**-**	**-**	**-**	**-**
01-201-27-335-226	Office Supplies	400.00	101.57	-	298.43
01-201-27-335-316	Subscriptions & Memberships	400.00	-	-	400.00
		800.00	**101.57**	**-**	**698.43**
01-201-27-336-100	**Senior Citizens - Salaries**	**-**	**-**	**-**	**-**
01-201-27-336-101	Full Time Salaries	401,000.00	218,419.73	-	182,580.27
01-201-27-336-108	Excess Accumulated Time	2,500.00	-	-	2,500.00
01-201-27-336-109	Overtime	1,500.00	195.54	-	1,304.46
01-201-27-336-120	Disability	-	3,606.37	-	(3,606.37)
		405,000.00	**222,221.64**	**-**	**182,778.36**
01-201-27-336-200	**Senior Citizens - Expenses**	**-**	**-**	**-**	**-**
01-201-27-336-226	Office Supplies	4,000.00	447.09	-	3,552.91
01-201-27-336-301	Public Relations	15,000.00	7,690.00	10,419.50	(3,109.50)
01-201-27-336-316	Subscriptions & Memberships	-	50.00	-	(50.00)
01-201-27-336-503	Contractual Services	12,000.00	1,118.21	-	10,881.79
01-201-27-336-522	Program Supplies	-	294.00	-	(294.00)
		31,000.00	**9,599.30**	**10,419.50**	**10,981.20**
01-201-27-340-100	**Animal Control Shelter - Salaries**	**-**	**-**	**-**	**-**
01-201-27-340-101	Full Time Salaries	109,000.00	62,639.48	-	46,360.52
01-201-27-340-102	Part Time Employees	80,000.00	15,180.01	-	64,819.99
01-201-27-340-109	Animal Control Overtime	45,000.00	15,798.60	-	29,201.40
		234,000.00	**93,618.09**	**-**	**140,381.91**
01-201-27-340-200	**Animal Control Shelter - Expenses**	**-**	**-**	**-**	**-**
01-201-27-340-323	Miscellaneous	49,000.00	8,238.47	40,700.00	61.53
		49,000.00	**8,238.47**	**40,700.00**	**61.53**
01-201-27-370-100	**Public Playgrounds and Rec - Salaries**	**-**	**-**	**-**	**-**
01-201-27-370-101	Full Time Salaries	307,000.00	165,277.85	-	141,722.15
01-201-27-370-102	Part Time Employees	210,000.00	-	-	210,000.00
01-201-27-370-106	Police (Recreation)	50,000.00	19,380.63	-	30,619.37
01-201-27-370-107	Temporary and Seasonal Employees	-	132,730.96	-	(132,730.96)
01-201-27-370-109	Overtime	22,500.00	10,009.86	-	12,490.14
01-201-27-370-110	Sick Time Buy Out	4,000.00	3,954.04	-	45.96
		593,500.00	**331,353.34**	**-**	**262,146.66**
01-201-27-370-200	**Public Playgrounds and Rec - Expenses**	**-**	**-**	**-**	**-**
01-201-27-370-202	Auto Expenses	500.00	59.83	-	440.17
01-201-27-370-207	Uniform Allowance	2,500.00	64.95	-	2,435.05
01-201-27-370-212	First Aid Supplies	2,000.00	277.29	-	1,722.71
01-201-27-370-217	Janitorial Supplies	3,000.00	6,228.86	-	(3,228.86)
01-201-27-370-224	Printing	11,000.00	1,152.00	-	9,848.00

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

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Account Number	Description	Budget	Activity	Encumbered	Balance
01-201-27-370-225	Computer Equipment & Supplies	2,000.00	167.74	-	1,832.26
01-201-27-370-226	Office Supplies	2,000.00	380.79	-	1,619.21
01-201-27-370-242	Other Equipment	16,000.00	4,647.54	1,495.92	9,856.54
01-201-27-370-248	Advertising	3,000.00	2,896.00	-	104.00
01-201-27-370-255	Tools & Work Equipment	2,000.00	239.16	-	1,760.84
01-201-27-370-306	Medical & Psych Exams	3,500.00	1,012.00	-	2,488.00
01-201-27-370-316	Subscriptions & Memberships	1,000.00	1,006.93	-	(6.93)
01-201-27-370-320	Consultant Services	2,500.00	1,750.00	-	750.00
01-201-27-370-325	Education, Training, Seminars	2,500.00	1,248.00	60.00	1,192.00
01-201-27-370-328	Licenses, Training, Permits	2,500.00	2,082.00	-	418.00
01-201-27-370-405	Maintenance & Repairs	7,000.00	7,400.00	11,175.00	(11,575.00)
01-201-27-370-503	Contractual Services	32,500.00	11,045.00	5,005.84	16,449.16
01-201-27-370-522	Program Supplies	70,000.00	17,073.29	4,639.52	48,287.19
		165,500.00	**58,731.38**	**22,376.28**	**84,392.34**
01-201-28-300-100	**Shade Tree - Salaries**	**-**	**-**	**-**	**-**
01-201-28-300-101	Full Time Salaries	612,000.00	332,447.25	-	279,552.75
01-201-28-300-108	Excess Accumulated Time	7,500.00	-	-	7,500.00
01-201-28-300-109	Shade Tree Overtime	50,000.00	33,138.04	-	16,861.96
		669,500.00	**365,585.29**	**-**	**303,914.71**
01-201-28-300-200	**Shade Tree - Expenses**	**-**	**-**	**-**	**-**
01-201-28-300-242	Other Equipment	-	2,133.80	-	(2,133.80)
01-201-28-300-255	Tools & Work Equipment	20,000.00	4,904.97	2,545.85	12,549.18
01-201-28-300-328	Licenses, Training, Permits	2,000.00	318.00	-	1,682.00
01-201-28-300-405	Maintenance & Repairs	30,000.00	5,770.59	8,827.83	15,401.58
01-201-28-300-503	Contractual Services	9,000.00	-	2,850.00	6,150.00
		61,000.00	**13,127.36**	**14,223.68**	**33,648.96**
01-201-28-370-100	**Arts Center & Sculpture Park - Salaries**	**-**	**-**	**-**	**-**
01-201-28-370-101	Full Time Salaries	65,000.00	37,916.62	-	27,083.38
01-201-28-370-102	Part Time Employees	30,000.00	4,891.75	-	25,108.25
01-201-28-370-107	Temporary and Seasonal Employees	-	6,328.44	-	(6,328.44)
01-201-28-370-108	Excess Accumulated Time	1,500.00	-	-	1,500.00
01-201-28-370-109	Overtime	-	107.14	-	(107.14)
		96,500.00	**49,243.95**	**-**	**47,256.05**
01-201-28-370-200	**Arts Center & Sculpture Park - Expenses**	**-**	**-**	**-**	**-**
01-201-28-370-217	Janitorial Supplies	9,600.00	6,362.38	1,570.00	1,667.62
01-201-28-370-224	Printing	2,500.00	200.00	-	2,300.00
01-201-28-370-226	Office Supplies	3,800.00	767.60	378.00	2,654.40
01-201-28-370-312	Postage	500.00	188.96	-	311.04
01-201-28-370-320	Consultant Services	2,500.00	-	-	2,500.00
01-201-28-370-405	Maintenance & Repairs	5,000.00	1,544.22	-	3,455.78
01-201-28-370-503	Contractual	-	1,744.89	1,246.35	(2,991.24)
01-201-28-370-522	Program Supplies	2,000.00	224.43	-	1,775.57

Expenditure Budget

CURRENT FUND

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Account Number	Description	Budget	Activity	Encumbered	Balance
		25,900.00	**11,032.48**	**3,194.35**	**11,673.17**
01-201-28-375-100	**Maintenance of Parks - Salaries**	**-**	**-**	**-**	**-**
01-201-28-375-101	Full Time Salaries	846,000.00	490,203.20	-	355,796.80
01-201-28-375-108	Excess Accumulated Time	7,500.00	238.87	-	7,261.13
01-201-28-375-109	Maint of Parks Overtime	80,000.00	63,238.60	-	16,761.40
		933,500.00	**553,680.67**	**-**	**379,819.33**
01-201-28-375-200	**Maintenance of Parks - Expenses**	**-**	**-**	**-**	**-**
01-201-28-375-255	Tools & Work Equipment	20,000.00	13,715.38	1,160.12	5,124.50
01-201-28-375-325	Education, Training, Seminars	2,000.00	-	-	2,000.00
01-201-28-375-405	Maintenance & Repairs	45,000.00	18,108.71	17,020.80	9,870.49
01-201-28-375-503	Contractual Services	30,000.00	18,490.00	8,620.00	2,890.00
		97,000.00	**50,314.09**	**26,800.92**	**19,884.99**
01-201-30-415-100	**Res Accum Absence / Salary Adjustments**	**-**	**-**	**-**	**-**
01-201-30-415-101	Full Time Salaries	300,000.00	-	-	300,000.00
01-201-30-415-112	Terminal Leave Pay	1.00	-	-	1.00
		300,001.00	**-**	**-**	**300,001.00**
01-201-30-415-200	**Res Tax Appeals**	**-**	**-**	**-**	**-**
01-201-30-415-323	Miscellaneous	500,000.00	500,000.00	-	-
		500,000.00	**500,000.00**	**-**	**-**
01-201-31-430-200	**Electricity**	**-**	**-**	**-**	**-**
01-201-31-430-261	Electric and Gas	800,000.00	376,609.89	47,143.14	376,246.97
		800,000.00	**376,609.89**	**47,143.14**	**376,246.97**
01-201-31-435-200	**Street Lighting**	**-**	**-**	**-**	**-**
01-201-31-435-275	Street Lighting	850,000.00	376,657.17	75,608.01	397,734.82
		850,000.00	**376,657.17**	**75,608.01**	**397,734.82**
01-201-31-440-200	**Telephone**	**-**	**-**	**-**	**-**
01-201-31-440-268	Telephone Hardware	550,000.00	-	-	550,000.00
01-201-31-440-269	Telephone Service	-	169,160.61	64,156.69	(233,317.30)
01-201-31-440-270	Wireless Telephone	-	138,135.96	82,988.36	(221,124.32)
01-201-31-440-271	Internet Services	-	58,211.38	30,618.52	(88,829.90)
		550,000.00	**365,507.95**	**177,763.57**	**6,728.48**
01-201-31-447-200	**Fuel Oil - Diesel and Heating Oil**	**-**	**-**	**-**	**-**
01-201-31-447-322	Fuel - Diesel	450,000.00	161,523.84	31,663.37	256,812.79
		450,000.00	**161,523.84**	**31,663.37**	**256,812.79**
01-201-31-458-200	**Purchase/Lease Autos**	**-**	**-**	**-**	**-**
01-201-31-458-251	Purchase of Vehicles	800,000.00	162,245.58	217,236.35	420,518.07
		800,000.00	**162,245.58**	**217,236.35**	**420,518.07**
01-201-31-460-200	**Gasoline**	**-**	**-**	**-**	**-**
01-201-31-460-221	Fuel - Gasoline	500,000.00	266,332.31	36,291.95	197,375.74

Expenditure Budget

CURRENT FUND

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Account Number	Description	Budget	Activity	Encumbered	Balance
		500,000.00	**266,332.31**	**36,291.95**	**197,375.74**
01-201-32-465-200	**Sanitation - Contractual - Expenses**	**-**	**-**	**-**	**-**
01-201-32-465-502	Solid Waste Removal	8,800,000.00	5,772,313.43	3,024,916.57	2,770.00
01-201-32-465-503	Contractual Services	250,000.00	34,509.51	-	215,490.49
		9,050,000.00	**5,806,822.94**	**3,024,916.57**	**218,260.49**
01-201-35-470-200	**Contingent**	**-**	**-**	**-**	**-**
01-201-35-470-240	Contingent	25,000.00	-	-	25,000.00
		25,000.00	**-**	**-**	**25,000.00**
01-201-36-471-200	**Statutory Expenditures - PERS**	**-**	**-**	**-**	**-**
01-201-36-471-201	PERS	2,758,878.00	2,632,799.97	30,774.14	95,303.89
		2,758,878.00	**2,632,799.97**	**30,774.14**	**95,303.89**
01-201-36-472-200	**Statutory Expenditures - Social Security**	**-**	**-**	**-**	**-**
01-201-36-472-300	Employer Taxes	1,900,000.00	1,113,131.36	25,504.00	761,364.64
		1,900,000.00	**1,113,131.36**	**25,504.00**	**761,364.64**
01-201-36-475-200	**Statutory Expenditures - PFRS**	**-**	**-**	**-**	**-**
01-201-36-475-259	PFRS	11,660,901.00	11,660,901.00	-	-
		11,660,901.00	**11,660,901.00**	**-**	**-**
01-201-36-477-200	**Statutory Expenditures - DCRP**	**-**	**-**	**-**	**-**
01-201-36-477-501	DCRP	75,000.00	33,231.03	-	41,768.97
		75,000.00	**33,231.03**	**-**	**41,768.97**
01-201-41-703-100	**Drunk Driving Enforce Fund**	**-**	**-**	**-**	**-**
01-201-41-703-109	Grant Overtime	54,228.09	54,228.09	-	-
		54,228.09	**54,228.09**	**-**	**-**
01-201-41-705-200	**Municipal Alliance**	**-**	**-**	**-**	**-**
01-201-41-705-323	Miscellaneous	12,984.00	12,984.00	-	-
01-201-41-705-324	City Match	4,328.00	4,328.00	-	-
		17,312.00	**17,312.00**	**-**	**-**
01-201-41-707-100	**Safe and Secure Communities Program**	**-**	**-**	**-**	**-**
01-201-41-707-101	Full Time Salaries	32,400.00	32,400.00	-	-
		32,400.00	**32,400.00**	**-**	**-**
01-201-41-709-100	**Senior Citizen & Disabled Res Tran Grant**	**-**	**-**	**-**	**-**
01-201-41-709-101	Full Time Salaries	105,203.00	105,203.00	-	-
		105,203.00	**105,203.00**	**-**	**-**
01-201-41-710-100	**Office of Aging Program Grant**	**-**	**-**	**-**	**-**
01-201-41-710-101	Full Time Salaries	24,960.00	24,960.00	-	-
		24,960.00	**24,960.00**	**-**	**-**
01-201-41-716-200	**NJ Body Armor Replacement Fund**	**-**	**-**	**-**	**-**
01-201-41-716-323	Miscellaneous	11,442.00	11,441.97	-	0.03

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

** ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)*

Account Number	Description	Budget	Activity	Encumbered	Balance
		11,442.00	**11,441.97**	**-**	**0.03**
01-201-41-720-200	**Recycling Tonnage Grant**	**-**	**-**	**-**	**-**
01-201-41-720-323	Miscellaneous	173,356.00	173,356.00	-	-
		173,356.00	**173,356.00**	**-**	**-**
01-201-41-721-200	**Clean Communities Grant**	**-**	**-**	**-**	**-**
01-201-41-721-323	Miscellaneous	180,297.00	180,297.00	-	-
		180,297.00	**180,297.00**	**-**	**-**
01-201-41-731-100	**SAFER Grant**	**-**	**-**	**-**	**-**
01-201-41-731-101	Full Time Salaries	-	-	-	-
		-	**-**	**-**	**-**
01-201-41-735-100	**Alcohol Education, Rehab & Enf Fund**	**-**	**-**	**-**	**-**
01-201-41-735-101	Full Time Salaries	490.34	490.34	-	-
		490.34	**490.34**	**-**	**-**
01-201-41-744-000	**Health Department Grant**	**-**	**-**	**-**	**-**
01-201-41-744-323	Miscellaneous	82,164.00	82,164.00	-	-
		82,164.00	**82,164.00**	**-**	**-**
01-201-41-745-200	**Recreation Grants**	**-**	**-**	**-**	**-**
01-201-41-745-323	Misc. Recreation Grants	4,050,000.00	4,050,000.00	-	-
		4,050,000.00	**4,050,000.00**	**-**	**-**
01-201-41-746-200	**New Jersey Historic Trust**	**-**	**-**	**-**	**-**
01-201-41-746-201	Historic Trust Fund Grant	444,995.00	444,995.00	-	-
01-201-41-746-202	Historic Trust - City Match	444,995.00	444,995.00	-	-
		889,990.00	**889,990.00**	**-**	**-**
01-201-41-760-200	**Passaic County Grants - Misc.**	**-**	**-**	**-**	**-**
01-201-41-760-323	Passaic County Grant	111,500.00	111,500.00	-	-
		111,500.00	**111,500.00**	**-**	**-**
01-201-42-104-100	**Board of Health Services - Interlocal**	**-**	**-**	**-**	**-**
01-201-42-104-101	Full Time Salaries	119,000.00	-	-	119,000.00
		119,000.00	**-**	**-**	**119,000.00**
01-201-42-106-100	**Health - BOE - Interlocal**	**-**	**-**	**-**	**-**
01-201-42-106-323	Hamilton House with County	55,000.00	-	-	55,000.00
		55,000.00	**-**	**-**	**55,000.00**
01-201-42-490-100	**Interlocal Services - PVWC**	**-**	**-**	**-**	**-**
01-201-42-490-101	Full Time Salaries	165,000.00	-	-	165,000.00
		165,000.00	**-**	**-**	**165,000.00**
01-201-42-490-200	**Interlocal Service - Haz Mat**	**-**	**-**	**-**	**-**
01-201-42-490-503	Contractual Services	35,000.00	-	-	35,000.00
01-201-42-490-522	Program Supplies	-	-	5,444.88	(5,444.88)

Expenditure Budget

CURRENT FUND

Activity to 08/30/2024

** ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)*

Account Number	Description	Budget	Activity	Encumbered	Balance
		120,000.00	**-**	**-**	**120,000.00**
01-201-50-899-200	**Reserve for Uncollected Taxes**	**-**	**-**	**-**	**-**
01-201-50-899-323	Miscellaneous	5,500,000.00	5,500,000.00	-	-
		5,500,000.00	**5,500,000.00**	**-**	**-**
TOTALS		**136,906,269.43**	**98,229,362.59**	**7,075,798.19**	**31,601,108.65**

ITEM NUMBER: CM- 2

ITEM NAME: Trust Account Clarification for CFO
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/29/2024	Cover Memo

City of Clifton
Department of Finance

Clifton Finance Department
Custodian of the Tax Payer's Money

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

CC: City Manager

FROM: Joseph D. Kunz, Chief Financial Officer

DATE: August 29, 2024

SUBJECT: Trust Fund Accounts

At the City Council Meeting of August 20, 2024, I placed Action Item A-1 on the Council Agenda for the "Closing of Two Trust Accounts". As explained, these were two old Trust Accounts that have not been utilized in years. This Action Item requires the City Council to close these two Trust Accounts by separate Resolutions.

Once again, it was inaccurately said that the Trust Account information was never given to the City Council. As a reminder, at minimum, I supplied the City Council with all the Trust Account balances when I supplied the City Council with the 2023 Annual Financial Statement (AFS) on the April 2, 2024, City Council Meeting Agenda as Council Mail CM-3.

Further, at the Budget Meeting of April 9, 2024, I supplied a memo to the City Council regarding Trust Accounts. Part of this memo states that "In the AFS, Sheet 6 through Sheet 6b shows all the Trust Fund activities for 2023". There is only a hand full of Trust Accounts that are utilized regularly, like Health Care Trust, Storm Emergency Trust, Accumulated Absences Trust, etc., that are also part of this Memo.

What else could be supplied that would completely list all the City's Trust Accounts and ending balances as of December 31, 2023, other than an official City Report that is supplied to the State of New Jersey. I have included these pages once again for the City Council's information.

ITEM NUMBER: CM- 3

ITEM NAME: 2023 Annual Financial Statement (AFS) Filed with State
RECOMMENDATION:

SUMMARY:

To: Dominick Villano, City Manager
CC: Mayor and City Council
Attached, for the City Council, is a copy of the 2023 Annual Financial Statement (AFS).
This report has been submitted to the State of New Jersey via the FAST Portal as required by the State.
Respectfully Submitted,
Joseph Kunz, Chief Financial Officer

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

City of Clifton
Department of Finance

Clifton Finance Department
Custodian of the Tax Payer's Money

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

CC: Dominick Villano, City Manager

FROM: Joseph D. Kunz, Chief Financial Officer

DATE: April 1, 2024

SUBJECT: Trust Accounts

At the last Budget Meeting, I distributed Sheet 6b of the Annual Financial Statement (AFS) that lists the Trust Accounts. This page has the ending balance of each account as of 12/31/2022, receipts for each trust account, disbursements from each trusts account, and finally the ending balance of these trust accounts as of 12/31/2023. At the Council Meeting of 4/2/2024, the entire AFS was distributed to the City Council as Council Mail. In the AFS, Sheet 6 through Sheet 6b shows all the Trust Fund activities for 2023.

Not all these Trust Accounts have a Budget Appropriation associated with it in the Municipal Budget. With that, the following Trust Accounts have a tentative draft 2024 Budget Appropriation as follows:

1. Self-Insurance – Health Care – Starting Balance $3,003,261.75, 2024 Budget Appropriation $21,300,000, 2024 Sewer Utility Budget Appropriation $395,570
2. General Liability Trust – Starting Balance $(312,671.30), 2024 Budget Appropriation $3,500,000, 2024 Sewer Utility Budget Appropriation $27,085
3. Workers Comp Trust – Starting Balance $1,861,710.54, 2024 Budget Appropriation $180,000, 2024 Sewer Utility Budget Appropriation $110,000
4. Storm Recovery Trust – 2024 Budget Appropriation $400,000
5. Tax Appeal Reserve – 2024 Budget Appropriation $500,000
6. Accumulated Absence Trust – 2024 Budget Appropriation $300,000

Numbers 1 through 5 are moved into their respective trust account during the budget process. All spending is done in the Trust Account, not the Municipal Budget. Number 6 above is moved once the budget year is complete and not spent.

POST CLOSING
TRIAL BALANCE - TRUST FUNDS
(Assessment Section Must Be Separately Stated)
AS AT DECEMBER 31, 2023

Title of Account	Debit	Credit
ANIMAL CONTROL TRUST FUND		
CASH	22,951.00	
DUE TO CURRENT FUND		218.00
DUE TO STATE OF NJ		27.00
ENCUMBRANCES PAYABLE		1,040.00
RESERVE FOR ANIMAL CONTROL TRUST FUND		21,666.00
FUND TOTALS	22,951.00	22,951.00
ASSESSMENT TRUST FUND		
CASH	-	
DUE TO -		
RESERVE FOR:		
FUND TOTALS	-	-
MUNICIPAL OPEN SPACE TRUST FUND		
CASH	-	
FUND TOTALS	-	-
LOSAP TRUST FUND		
CASH	-	
FUND TOTALS	-	-

(Do not crowd - add additional sheets)

POST CLOSING
TRIAL BALANCE - TRUST FUNDS (CONT'D)
(Assessment Section Must Be Separately Stated)
AS AT DECEMBER 31, 2023

Title of Account	Debit	Credit
CDBG TRUST FUND		
CASH	29,880.00	
GRANTS RECEIVABLE	3,232,723.00	
ACCOUNTS PAYABLE		1,645,178.00
CONTRACTS PAYABLE		8,687.00
DUE TO CURRENT FUND		62,129.00
RESERVE FOR CDBG EXPENDITURES		1,546,609.00
FUND TOTALS	3,262,603.00	3,262,603.00
ARTS AND CULTURAL TRUST FUND		
CASH	-	
FUND TOTALS	-	-
OTHER TRUST FUNDS		
CASH	16,626,952.00	
ACCOUNTS RECEIVABLE	38,355.00	
DUE TO CURRENT FUND	497,178.00	
ENCUMBRANCES PAYABLE		759,285.00
RESERVE FOR DEVELOPERS ESCROW		1,858,883.00
RESERVE FOR COAH		3,316,318.00
RESERVE FOR PAYROLL DEDUCTIONS		950,138.00
MISCELLANEOUS RESERVES AND DEPOSITS		10,277,861.00
OTHER TRUST FUNDS PAGE TOTAL	17,162,485.00	17,162,485.00

(Do not crowd - add additional sheets)

POST CLOSING
TRIAL BALANCE - TRUST FUNDS (CONT'D)
(Assessment Section Must Be Separately Stated)
AS AT DECEMBER 31, 2023

Title of Account	Debit	Credit
Previous Totals	17,162,485.00	17,162,485.00
OTHER TRUST FUNDS (continued)		
UNEMPLOYMENT TRUST FUND		
CASH	474,155.00	
RSERVE FOR ENCUMBRANCE		147,388.00
DUE TO CLAIMS		691.00
RESERVE FOR UNEMPLOYMENT INSURANCE		326,076.00
SELF INSURANCE TRUST FUND		
CASH	7,630,100.00	
DUE FROM CURRENT FUND	3,075.00	
CLAIMS PAYABLE		397,506.00
RESERVE FOR EXPENDITURES		7,235,669.00
REVOLVING LOAN FUND		
CASH	501,304.00	
RESERVE FOR EXPENDITURES		501,304.00
PUBLIC HOUSING FUND		
VOUCHER PROGRAM FUND		
CASH	909,030.00	
ACCOUNTS RECEIVABLE	44,209.00	
LAND, STRUCTURES AND EQUIPMENT	75,350.00	
DUE TO CURRENT FUND		53,470.00
ACCOUNTS PAYABLE		17,793.00
TENANT SECURITY DEPOSITS		81,053.00
FUND BALANCE		
INVESTMENT IN FIXED ASSETS		75,350.00
DESIGNATED FOR HOUSING ASSISTANCE PAYMENTS		83,805.00
UNDESIGNATED		717,118.00
TOTALS	26,799,708.00	26,799,708.00

(Do not crowd - add additional sheets)

POST CLOSING
TRIAL BALANCE - TRUST FUNDS (CONT'D)
(Assessment Section Must Be Separately Stated)
AS AT DECEMBER 31, 2023

Title of Account	Debit	Credit
Previous Totals	26,799,708.00	26,799,708.00
OTHER TRUST FUNDS (continued)		
MODERATE REHABILITATION FUND		
CASH	100,223.00	
FUND BALANCE		100,223.00
TOTALS	26,899,931.00	26,899,931.00

(Do not crowd - add additional sheets)

Sheet 6. TOTALS

SCHEDULE OF TRUST FUND RESERVES

Purpose	Amount Dec. 31, 2022 per Audit Report	Receipts	Disbursements	Balance as at Dec. 31, 2023
Accumulated Absence Reserve	3,959,783.00	295,193.00	49,903.00	4,205,073.00
Parking Offenses Adjudication Act Fees	9,030.00	14,045.00	13,156.00	9,919.00
Public Defender Fees	35,076.00	21,037.00	50,550.00	5,563.00
Storm Recovery Reserve	608,531.00	495,891.00	475,117.00	629,305.00
Recreation -Various Programs/Donatior	182,147.00	345,807.00	376,613.00	151,341.00
Rescue Equipment-Donations	13,152.00	2,790.00		15,942.00
Civic Celebration/Picnic-Donations	30,717.00	38,795.00	54,086.00	15,426.00
Police Trust - Donations	9,547.00	2,000.00	30.00	11,517.00
Animal - Donations	3,600.00			3,600.00
Safety Town - Donations	638.00			638.00
Allwood Traffic Signals Maintenance De	235,083.00			235,083.00
Premiums from Tax Title Liens	4,271,000.00	1,495,200.00	2,523,100.00	3,243,100.00
Fire Dedicated Penalty Fees	16,178.00	4,750.00	1,253.00	19,675.00
Street Opening Deposits	36,400.00	7,000.00	16,400.00	27,000.00
Off-Site Improvement Maintenance Dep	264,473.00			264,473.00
Police Evidence Deposits	17,406.00			17,406.00
Uniform Fire Safety Act-Penanlty Fees	58,427.00	24,475.00	27,234.00	55,668.00
Police Extra Duty Fees	324,431.00	2,788,039.00	2,687,429.00	425,041.00
Outreach - Senior Citizen Donations	57,192.00	9,695.00	(4,892.00)	71,779.00
Municipal Alliance Donations	6,601.00	1,895.00		8,496.00
Green Enviornment Projects	60,000.00			60,000.00
Federal DOJ Forfeiture Funds	382,331.00		(64,459.00)	446,790.00
Lead - Based Paint Inspections	19,724.00	228,294.00	117,160.00	130,858.00
Homeless Donations	2,822.00		416.00	2,406.00
National Opioids Settlement	116,952.00	74,875.00	15,244.00	176,583.00
Arts Center Outreach Project	2,358.00	9,172.00	300.00	11,230.00
Various Other Deposits	28,827.00	49,661.00	44,539.00	33,949.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
PAGE TOTAL	$ 10,752,426.00	$ 5,908,614.00	$ 6,383,179.00	$ 10,277,861.00

SCHEDULE OF TRUST FUND RESERVES (CONT'D)

Purpose	Amount Dec. 31, 2022 per Audit Report	Receipts	Disbursements	Balance as at Dec. 31, 2023
PREVIOUS PAGE TOTAL	10,752,426.00	5,908,614.00	6,383,179.00	10,277,861.00
				-
				-
				-

ITEM NUMBER: CM- 3

ITEM NAME: Thank You from Lauren Murphy Scholarship Fund
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Memo	8/30/2024	Cover Memo

8/24/24
Clifton City Council
900 Clifton Ave
Clifton, NJ 07013

Dear Clifton City Council,
Thank you so much for your generosity in continuing the mission of Lauren Murphy in making our world just a little brighter. Your contribution will be used to help a Clifton HS student study social work in college. Hopefully, through the contributions of yourself and others, we will see the paying forward of hope and the lifting up of those in need.

Lauren believed in the power of kindness. She believed in helping others. She believed that if we all worked together, we could make this world a better place. Thank you for helping to continue her mission.

Sincerely,

The Lauren Murphy Scholarship Fund

A 501(c)3

Rosemary Baran, Barbara James and Donna Popowich

RECEIVED
AUG 29 2024
CITY CLERK
CLIFTON, NJ

ITEM NUMBER:

ITEM NAME: Father Oleksii - Holy Ascension
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER:

ITEM NAME: Minutes of Workshop Meeting of August 20, 2024
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Workshop	8/28/2024	Cover Memo

PRESENTATION / HEARING / CONFERENCE APPEARANCE(S)

ACTION ITEMS

A-1 Chief Financial Officer Recommends Closing Two Trust Accounts

A Motion was made by Councilman D'Amato, seconded by Councilwoman Sadrakula and passed on roll call vote to table Item A-1.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

A-2 Authorization to Approve Renewal of Payroll Services - Processing Human Resource Management and Time and Labor Management Services to Primepoint via Competitive Contracting Process (R399)
Approved: CD/BG

A-3 Authorization to Approve Permission to Advertise a Request for Proposal for Municipal Auditing Services for Fiscal Year Ending December 31, 2024 (R401)
Must Advertise for 30 days
Approved: BG/CD

A-4 Authorization to Approve Permission to Advertise a Request for Proposal for Financial Planner Advisory Services for the City of Clifton for Year 2025 (R402)
Must Advertise for 30 Days.
Approved: MS/CD

A-5 Authorization to Approve Permission to Advertise Request for Proposals for Health Insurance Broker and Property Insurance Broker for 2025 (R403)
Must Advertise for 30 Days.
Approved: MS/CD

A-6 Authorization to Approve Permission to Advertise a Request for Proposal for Bond Counsel Services for the City of Clifton for Year 2025 (R404)
Must Advertise for 30 Days.
Approved: MS/CD

A-7 Authorization to Approve Award of Contract to SHI International Corporation for Technology Products Including Computer Hardware, Software and Applications for Police Department (R405)
Approved: CD/AL

A-8 Authorization to Approve Acceptance of Vehicle Donation from New Trimble Auto Body to Senior Citizen Outreach Program (R407)
Approved: MS/AL

A-9 Authorization to Approve Moving Alternates on the Clifton Arts Center & Sculpture Committee (R408)
Approved: CD/BG

A-10 Authorization to Approve Appointing Member to the Disabilities Committee (R409)
Approved: MS/CD

A-11 Authorization to Approve Peruvian Parade on July 27, 2025
Approved: CD/AL

DISCUSSION ITEMS/NEW BUSINESS

D-1 Block Parties (No documentations) CD

Directions were given to have the Legal Department draft an Ordinance to define Block Parties.

D-2 Handicapped Playground Equipment Being Included in All City Parks (No documentation) (MS)

A discussion took place to improve the accessibility of public parks by ensuring they are fully compliant with handicapped standards. This initiative would involve the installation of accessible splash pads, with plans to convert 2 or 3 parks as fully accessible each year for individuals with disabilities. To fund these improvements, the City can leverage open space funding alongside seeking sponsorships from local businesses. It was mentioned to include wheelchair pathways throughout all the parks. City Manager, Dominick Villano, will give a presentation, at a later date, of some ideas he and the Recreation Department have discussed.

D-3 Communication Regarding Outside Events (No documentation) TL

A Motion was made by Councilman Latona, seconded by Councilman D'Amato and passed on roll call vote to have a public calendar for City Events that is accessible to all Council Members and the Board of Education Members.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

D-4 Forensic Auditor

Direction was given for the Forensic Auditor to attend the next Council meeting to discuss what would be included in the audit.

D-5 Cannabis Fee Revenue for Police Department Expansion

A Motion was made by Councilwoman Pino, seconded by Councilman Kolodziej and passed on roll call vote to add a Discussion Item to the next Agenda regarding the financial benefit of allowing cannabis business in Clifton.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

D-6 Letter to Congressman Pascrell Regarding Third River (CD)

Councilman D'Amato agreed to draft a letter to Congressman Pascrell's office regarding the need for aid for the Third River flooding.

COUNCIL MAIL

CM-1 Black Prince Distillery Taxes

Councilwoman Sadrakula noted that this organization is behind two tax quarters. Councilman Kolodziej replied that they are paying 8% interest on the first $1,500.00 of the unpaid taxes and 18% on the balance.

CM-2 Medical Program Status Report - June 30, 2024
CM-3 Letter of Resignation from Zoning Board of Adjustment

Direction was given to advertise for the recently vacant position on the Zoning Board of Adjustment.

A Motion was made by Councilman Kolodziej, seconded by Councilman Latona, and passed on roll call vote to move the current Zoning Board of Adjustment Alternates up to the next position.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

August 20, 2024
CONFIDENTIAL ITEMS/CLOSED SESSION

CITY OF CLIFTON
RESOLUTION AUTHORIZING EXECUTIVE SESSION

A Motion was made by Councilman Kolodziej, seconded by Councilman D'Amato and passed on roll call vote to enter Executive Session.

Councilwoman Sadrakula objected to discussing CON-5 in Executive Session.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

WHEREAS, the Municipal Council deems it essential in the furtherance of the public interest, to discuss, in closed session, as expressly permitted by N.J.S.A. 10:4-12, the following subject(s), to wit:

CON-1 Clifton Supervisors Association (CSA) - Contract Negotiations - 2023-2026
CON-2 Employment Contracts with Police Chief, Fire Chief and City Manager
CON-3 Book Hun Lee and Estate of Lee v. City of Clifton, et al - Docket No. PAS-L-001872-21
CON-4 PBA Interest Arbitration
CON-5 Late -Investigation into Complaint of Harassment by R.P.
CON-6 Late - Black Prince Distillery – Taxes
CON-7 Late – Anthony's Towing – License Non-Renewal

NOW, THEREFORE, BE IT RESOLVED that the public shall be excused and excluded from that portion of the Council's meeting to be held on August 20, 2024, at which time, said subject(s) shall be discussed; and

BE IT FURTHER RESOLVED, that the discussion held at such closed session can be disclosed to the public on or about the time the matter is concluded.

ITEM NUMBER:

ITEM NAME: Minutes of Executive Session of August 20, 2024
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER:

ITEM NAME: Minutes of Regular Meeting of August 20, 2024
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Regular	8/28/2024	Cover Memo

CLIFTON, NEW JERSEY
REGULAR MEETING MINUTES AUGUST 20, 2024

The Regular Meeting of the Municipal Council of the City of Clifton was held in the Municipal Conference Room of Clifton City Hall, 900 Clifton Avenue, Clifton, New Jersey.

8:00 P.M. CALL OF ROLL

Mayor Grabowski called the meeting to order and presided, and announced that the location of exits should be noted for use in case of fire or other emergencies and that smoking regulations apply to the building and cell phones should be deactivated and turned off and read the following Statement of Compliance into the record:

Adequate notice of this meeting has been provided by the Annual Notice of regularly scheduled meetings of the Municipal Council for the year 2024, which was published as legal advertisements in the Herald News on December 10, 2023, and was additionally advertised in the Record on December 10, 2023. Further notice of this meeting was given on Friday prior to the meeting to The Herald News and by posting of said notice on the bulletin board at City Hall and on the Clifton Website which notice stated that formal action may or may not be taken on matters to come before the Municipal Council.

Upon roll call, the following were noted present:

Councilman Gibson	(BG)
Councilman Kolodziej	(JK)
Councilman Latona	(AL)
Councilman D'Amato	(CD)
Councilwoman Pino	(RP)
Councilwoman Sadrakula	(MS)
Mayor Grabowski	(RG)

Also present were City Manager, Dominick Villano; City Attorney, Matthew Priore; Assistant City Attorney, Andrew Oddo and Deputy City Clerk, Michele Butler.

CALL TO ORDER / ROLL CALL / INVOCATION / PLEDGE TO THE FLAG

Rabbi Kronenberg

PUBLIC HEARING

Public Hearing - City of Clifton - Morris Canal Drainage Improvement Project

(R411) Resolution Adopting Prequalification Regulations in Connection with Bids for the Morris Canal Drainage Improvement Project

The Mayor opened the floor to the public.

With no one wishing to be heard, a Motion was made by Councilman Kolodziej, seconded by Councilman D'Amato and passed on roll call vote to close the public session and to adopt Resolution R411.

RESOLUTION ADOPTING PREQUALIFICATION REGULATIONS IN CONNECTION WITH BIDS FOR THE MORRIS CANAL DRAINAGE IMPROVEMENT PROJECT

WHEREAS, pursuant to N.J.S.A. 40A:11-25, the Mayor and Council of the City of Clifton may establish reasonable regulations appropriate for controlling the qualifications of prospective bidders upon contracts to be awarded by the City; and

WHEREAS, the City is required to establish prequalification regulations for projects financially assisted by the New Jersey Historic Preservation Trust Fund; and

WHEREAS, the City seeks such financial assistance in connection with the Morris Canal Drainage Improvement Project; and

WHEREAS, there have been promulgated contractor prequalification regulations in connection with the Morris Canal Drainage Improvement Project; and

WHEREAS, the Mayor and Council has conducted a public hearing and has determined that it is in the best interest of the City of Clifton to establish reasonable regulations appropriate for controlling the qualification of perspective bidders in connection with the Morris Canal Drainage Improvement Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Clifton, in the County of Passaic and State of New Jersey, that the prequalification regulations attached hereto are hereby adopted for utilization in connection with the bid for the Morris Canal Drainage Improvement Project; and

BE IT FURTHER RESOLVED that the implementation of the contractor prequalification regulations is subject to review and approval of the Director of the Division of Local Government Services and the City Clerk is hereby authorized to file with the Director of the Division of Local Government Services proposed regulations, a true copy of this resolution, a true copy of the hearings, copies of the two newspaper legal advertisements for public hearing and a completed, certified, standard certification form.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

APPROVAL OF MINUTES

A Motion was made by Councilman Kolodziej, seconded by Councilman D'Amato and passed on roll call vote to approve the Workshop Session, Executive Session and Regular Session Meeting Minutes of August 7, 2024.

(6-1-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, and Mayor Grabowski voted aye. Councilwoman Sadrakula voted nay.

COMMUNICATIONS FROM THE CITY MANAGER

C-1 Danielle Jones, Human Services, Promoted to Health Educator, effective August 1, 2024 at $62,000.00 annually.
C-2 Kimberly Finkler, Human Services, Promoted to Health Educator, effective August 1, 2024 at $55,000.00 annually.
C-3 Melissa Payne, Human Services, Animal Control Officer, moved to Full Time, effective August 1, 2024 at $42,000.00 annually.
C-4 Genesis Ferreira-De Santana, Public Safety, resigned position of School Traffic Guard, effective August 13, 2024

COMMUNICATIONS MEETING MINUTES

C-5 Minutes of Historical Commission of June 6, 2024
C-6 Minutes of Beautification Committee of August 5, 2024

SECOND READING ORDINANCES

A. Adoption of Ordinance 7927-24

B. Public Hearing on Ordinance 7927-24

Mayor Grabowski opened the floor to the public regarding Ordinance 7927-24.

An Ordinance to Amend, Revise and Supplement Chapter 349 of the Code of the City of Clifton, Entitled "Parking on Residential Streets and Municipal Lots", Article I, Entitled "Residential Streets", More Particularly 349-2 Thereof, Entitled "Restricted Streets" (Adds Caroline Avenue)

With no one wishing to be heard, a Motion was made by Councilman Kolodziej, seconded by Councilman D'Amato to close the public hearing and adopt on roll call vote.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

C. Adoption of Ordinance 7928-24

D. Public Hearing on Ordinance 7928-24

Mayor Grabowski opened the floor to the public regarding Ordinance 7928-24.

A Capital Ordinance Appropriating $2,915,422.00 from the General Capital - Capital Improvement Fund for Public Improvements in and for the City of Clifton, in the County of Passaic, State of New Jesey

With no one wishing to be heard, a Motion was made by Councilman Latona, seconded by Councilman Kolodziej to close the public hearing and adopt on roll call vote.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

E. Adoption of Ordinance 7929-24

F. Public Hearing on Ordinance 7929-24

Mayor Grabowski opened the floor to the public regarding Ordinance 7929-24.

An Ordinance to Amend, Revise and Supplement Chapter 439 of the Code of the City of Clifton, Entitled "Vehicles and Traffic", More Particularly Section 439-37 Thereof, Entitled "Handicapped Parking on Streets" (Deletes 3 Handicapped Spaces)

With no one wishing to be heard, a Motion was made by Councilman Latona, seconded by Councilman Kolodziej to close the public hearing and adopt on roll call vote.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

G. Adoption of Ordinance 7930-24

H. Public Hearing on Ordinance 7930-24

Mayor Grabowski opened the floor to the public regarding Ordinance 7930-24.

An Ordinance to Amend, Revise and Supplement Chapter 439 of the Code of the City of Clifton, Entitled "Vehicles and Traffic", More Particularly Section 439-38 Thereof, Entitled "Handicapped Parking on Streets for Private Residences" (Adds 6 Restricted Handicapped Spaces)

With no one wishing to be heard, a Motion was made by Councilman Latona, seconded by Councilman Kolodziej to close the public hearing and adopt on roll call vote.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

I. Adoption of Ordinance 7931-24

J. Public Hearing on Ordinance 7931-24

Mayor Grabowski opened the floor to the public regarding Ordinance 7931-24.

An Ordinance to Amend, Revise and Supplement Chapter 439 of the Code of the City of Clifton, Entitled "Vehicles and Traffic", More Particularly Section 439-38 Thereof, Entitled "Handicapped Parking on Streets for Private Residences" (Deletes 6 Restricted Handicapped Spaces)

With no one wishing to be heard, a Motion was made by Councilman Gibson, seconded by Councilman Kolodziej to close the public hearing and adopt on roll call vote.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

K. Adoption of Ordinance 7932-24

L. Public Hearing on Ordinance 7932-24

Mayor Grabowski opened the floor to the public regarding Ordinance 7932-24.

An Ordinance to Amend, Revise and Supplement Chapter 439 of the Code of the City of Clifton, Entitled "Vehicles and Traffic", More Particularly Section 439-38 Thereof, Entitled "Handicapped Parking on Streets for Private Residences" (Amends Handicapped Parking Placard Number)

With no one wishing to be heard, a Motion was made by Councilman Latona, seconded by Councilman Kolodziej to close the public hearing and adopt on roll call vote.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

FIRST READING ORDINANCES

FLOOR TO THE MEMBERS OF THE PUBLIC

George Silva, 107 Mt. Prospect Ave., declared that he is against authorizing cannabis establishments in Clifton.

Henry Cholewczynski, 37 Phyllis Place, pointed out that authorizing cannabis businesses to open in Clifton would boost revenue for the City.

Ray Lill, 59 Stevens Rd., spoke about the dangers of cannabis and announced that he would not be in favor of authorizing any cannabis establishments in the City.

Joe Saino, 102 Trenton Ave., announced that the Back-to-School drive, organized by the Power of One, was a successful event. He spoke about the ramifications of overdevelopment.

Alias Ragsdale, 121 Maplewood Ave., campaigned for a seat on the Board of Education.

Anthony Miragliotta, 31 John Alden Place, asked why the subject of cannabis as a revenue source was not brought up during the last budget meetings. He commented on Councilman D'Amato, who is an advocate for allowing cannabis in the City, should not be speaking on the subject since his tenure on the Council will terminate in November should he not get elected.

Gary Perino, 491 Mount Prospect Ave., thanked the Police Department for their swift solving of a recent stabbing. He spoke about the need for additional Police Officers. Mr. Perino asked City Manager, Dominick Villano, to contact the County and have them install a radar unit on Mount

Prospect Ave. to stop the speeding. He commented on the calm decorum of the Council members at the meeting. Mr. Perino remarked that notification of City events not being sent to Councilman Latona is not good transparency. He discussed tractor trailers blocking traffic near Styretowne and encouraged the Council to say no to allowing cannabis businesses in Clifton.

Donna Popowich, Dalewood Rd., commented that the past week was distressing between crime and flooding. She mentioned quality of life issues that need addressing. Ms. Popowich advocated allowing cannabis businesses in the City since it would be a good source of revenue. She spoke about the lack of communication regarding road closings and sponsorships for the Little Pantries around the City. She presented a Citizens Award to resident Gina Scaduto, for her efforts in helping people stranded in the flood.

Judy Bassford, Mountainview Drive, announced the upcoming Overdose Awareness Vigil and the 911 Memorial Service.

With no one else wishing to be heard, a Motion was made by Councilman D'Amato, seconded by Councilman Gibson to close the public session.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

CITY MANAGER PRIVILEGE/RESPONSE TO RESIDENTS

Anthony Miragliotta – Cannabis was not brought up at the Budget Meeting because the City cannot anticipate revenue in the current year budget.

Gary Perino – He will contact the County to have a sign board installed on Mt. Prospect Ave.

City Manager, Dominick Villano, pointed out that there was flooding on Hazel Street at the intersection of Buffalo Ave., which has never flooded in the past. He commented that he will reach out to the Engineering Department in Paterson and ask them to clean the storm drains.

Councilwoman Pino left the dais at 8:50 p.m.

Councilwoman Sadrakula objected to Councilwoman Pino leaving the dais.

Mayor Grabowski explained that it is not his purview to stop someone from leaving the dais.

City Manager, Dominick Villano, pointed out the redirecting the Third River, would be more cost effective than buying out the houses affected by the flooding.

Councilwoman Pino returned to the dais at 9:01 p.m.

COUNCIL PRIVILEGE

Councilman Kolodziej

Councilman Kolodziej began with an announcement of an upcoming Veteran's Food Truck fundraiser aimed at supporting our local veterans. He brought forth the potential for including cannabis businesses in next year's budget discussions, suggesting that this could provide a new revenue stream for the City. He spoke about the current status of health and insurance benefits, emphasizing the cost increases and the need to plan for these increases in the budget. He asked why the Board of Education's municipal alliance meeting was cancelled. Councilman Kolodziej stressed the necessity for schools to employ Google for Education in a manner that is appropriate for students' age levels. Councilman Kolodziej highlighted the impacts of flooding, particularly as they relate to our city's antiquated infrastructure and the challenges posed by climate change. He suggested the creation of a Storm Water Utility. He noted that no bond ordinance has been passed for essential capital improvements, pointing out the urgent need for investment in our City's infrastructure. To address safety and noise concerns, due to loud and speeding cars, on Hazel Street, he proposed installing a temporary sign to curb this behavior. Lastly, Councilman

Kolodziej reached out to City Manager Dominick Villano to discuss the process for addressing illegal apartment situations that he had previously reported.

Councilwoman Pino

Councilwoman Rosemary Pino took a moment to express her sincere apologies for briefly stepping away from the dais to assist a resident in need. She believes that lending a helping hand is an essential part of her role as Councilwoman. During her remarks, she also emphasized the importance of diversity within the city, highlighting how it enriches the cultural fabric of their community and fosters understanding among residents. As the new school year begins, she welcomed students back, encouraging them to embrace the opportunities ahead. Additionally, Councilwoman Pino is excited to promote her Echo Youth program, which aims to empower young people through mentorship and engagement.

Councilman D'Amato

Councilman D'Amato acknowledged the pressing issue of flooding in the Third River area and expressed his sincere apologies for the lack of action taken thus far. He committed to doing everything within his power to address this critical problem. Councilman D'Amato also shared his support for cannabis businesses, explaining that he believes they can contribute positively to the local economy and community. He expressed his growing frustration with the division and conflict that have plagued the Council, emphasizing that unity is essential for effective governance. In response to ongoing flooding concerns, he asked the City Manager about the contingency plan for such situations and inquired about the frequency of storm drain maintenance. He proposed placing a discussion item regarding Roberts Rules of Order on the next agenda. Councilman D'Amato asked that the Workshop Session ending at 7:30 to begin Executive Session, be placed on the next Agenda as a Discussion Item. He mentioned that he has received several requests regarding the installation of cricket fields. Lastly, Councilman D'Amato advocated for providing a digital version of the budget to ensure transparency and accessibility for all residents.

Councilman Gibson

Councilman Bill Gibson would like to take a moment to express his gratitude to Mayor Grabowski for recognizing the valuable contributions of Councilmembers during the flag-raising ceremonies. He gave a special thanks to Gina Scaduto for her dedicated efforts in assisting individuals stranded in flood waters during the recent storm. He stated that as we welcome back students to another school year, it's an exciting time for our community. It is important to note that while Anthony's Towing contract has not been renewed, they will still continue to provide towing services. He wished Alias Ragsdale the best of luck in his campaign for a seat on the Board of Education. He voiced his opposition to the establishment of cannabis businesses in our City, as he believes it could have negative implications for our community. Councilman Gibson thanked Joe Siano for hosting a drive to collect school supplies, helping to ensure our students are well-prepared for the year ahead. While he is open to raising the police table of organization, he believes that all new positions must be thoroughly vetted and follow the established processes. He read the recreation news for upcoming events and programs. Lastly, Councilman Gibson announced the upcoming Veterans Food Festival fundraiser,

Councilwoman Sadrakula

A Motion was made by Councilwoman Sadrakula, seconded by Councilman Latona, and passed on roll call vote to add a section to the Council Agenda titled "Unfinished Business" starting with the next Agenda.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

She spoke about traffic concerns along Allwood Road. She also requested a report detailing overtime by rank for the Fire Department to better understand resource allocation. In light of the persistent flooding challenges faced by residents, Councilwoman Sadrakula directed a request be sent to the Department of Transportation to address the flooding issues at the intersection of

Route 3 and Route 46. Additionally, she raised concerns about flooding along the Third River, emphasizing the need for timely action and solutions. Councilwoman Sadrakula highlighted the necessity for the Zoning Committee to convene to discuss amendments to zoning ordinances.

A Motion was made by Councilwoman Sadrakula, seconded by Councilman Latona and passed on roll call vote to end any discussion to allow cannabis business in Clifton.

Councilman Kolodziej, asked for clarification since a Motion was made in the Workshop Session to discuss cannabis at the next Council meeting. Councilwoman Sadrakula stated her motion would over-ride the previous Motion and no discussion regarding cannabis will be held in the future.

(4-3-0-0) Councilman Gibson, Councilman Latona, Councilwoman Sadrakula and Mayor Grabowski voted aye. Councilman Kolodziej, Councilman D'Amato and Councilwoman Pino voted nay.

She inquired as to the status of hiring a Communications Manager that has been pending for some time. Councilwoman Sadrakula also suggested sending a letter to the County to initiate a new meeting regarding the Allwood Road project. She addressed the increasing tractor-trailer traffic and the potential installation of speed bumps to enhance safety. In closing, she extended her best wishes to Alias Ragsdale on his candidacy for a seat on the Board of Education and expressed her gratitude to Gina Scaduto for her recent efforts in assisting individuals during the last rainstorm.

Councilman Latona

Councilman Latona acknowledged his military duty, which resulted in his absence from recent flag-raising ceremonies. He emphasized the need for the Veterans Committee to convene soon.

Councilman D'Amato left the dais at 9:50 p.m.

He announced the upcoming Veterans Food Truck Fundraiser and commented that the recent Theatre League Dinner Show was a fantastic event. Councilman Latona took a moment to congratulate the Police Department on various employment milestones, expressing gratitude for their service. He also announced an upcoming overdose awareness vigil, signaling the Council's commitment to addressing public health issues. He inquired about the status of installing speed tables and bump outs to mitigate traffic concerns. Councilman Latona reminded attendees that a vote on the sidewalk and tree root ordinance is slated for the October 1, 2024, Council meeting.

Councilman D'Amato returned to the dais at 9:55 p.m.

He advocated for the development of all-inclusive parks and praised the Disability Advisory Committee for their promising plans. Additionally, he highlighted the issue of workforce retention within the Police Department, suggesting that adjustments be made to starting salaries to attract and retain new officers. He voiced his opposition to cannabis businesses in Clifton and extended his best wishes to Alias Ragsdale, who is a candidate for a seat on the Board of Education. Finally, Councilman Latona proposed the creation of a Council calendar to promote events throughout the City, while also addressing concerns over overdevelopment and its impact on flooding.

Mayor Grabowski

Mayor Grabowski remarked that at the last meeting, the proceedings devolved into a fiasco that hindered productive discussion. He commented that moving forward, it is essential for him to exert more control over the behavior exhibited during meetings to ensure an orderly environment. Mayor Grabowski clarified that only council members have the authority to call a point of order; this privilege does not extend to residents in the audience. Additionally, he acknowledged that a Councilmember has the right to leave the dais should they choose to do so, and he cannot intervene in that decision. However, it is imperative that respect is upheld at all times and wants to make it clear that the police may be called upon if necessary to maintain order. Furthermore, he stated he will not allow time to be wasted on discussions about cannabis, as there is currently

no majority vote supporting such deliberations. Mayor Grabowski announced that it is crucial that we focus on constructive dialogue that serves the best interests of our community.

City Manager, Dominick Villano, responded to members of the Council:

Councilman Kolodziej, a sign will be posted on Hazel St. for speed limit. Mr. Villano explained the process when issuing a summons for an illegal apartment and the resident's right to appeal.

Councilman D'Amato, regarding Plan B for the Third River improvements. Mr. Villano stated if the Army Corp of Engineers does not come through another option would be for the City to pay for the improvements through a Capitol Project or request Blue Acres to buy out the homes. Mr. Villano pointed out that the City is mandated to provide quarterly reports of storm drain maintenance. He responded that the City does not have many properties large enough to accommodate the game. The Recreation Department is currently looking into finding a solution. Mr. Villano stated that the Communications Manager position is currently being advertised and resumes are being received.

Councilwoman Sadrakula, City Manager, Dominick Villano, remarked that a second meeting with the County will be set up after Labor Day to discuss the Allwood Road project.

Councilman Latona, City Manager, Dominick Villano, stated that the speed tables and bump outs will be installed on Haddonfield and Main Ave. He asked Council to decide, at the next meeting, whether they prefer rubber or asphalt speed tables.

RESOLUTIONS

A Motion was made by Councilman D'Amato, seconded by Councilman Kolodziej and passed on roll call vote to move the group.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

R398-24 Resolution: Approve Claims List Resolution for the August 20, 2024, City Council Meeting

RESOLUTION
TO APPROVE
Claims to be paid the
Meeting of August 20, 2024

Resolved that all claims on the attached sheets are approved as reasonable and proper claims against the City of Clifton.

Current Fund	$	7,460,504.92
Grant Fund	$	293,545.91
General Capital Fund	$	105,762.00
Sewer Utility -Operating	$	556,720.04
Sewer Utility-Capital	$	7,268.47
Developers Escrow	$	17,188.06
Dog Trust	$	2,724.19
Revolving Loan Fund		
Police Extra Duty	$	343,824.00
Trust Other	$	1,534,665.91
Section 8 Public Housing	$	270,671.26
Reserve for Housing	$	-
Community Development	$	29,353.60
Payroll Agency	$	-
Tax Title Lien Redemption	$	-
Affordable Housing	$	-
	$	-
Self Insurance	$	326,909.30

Fire Dedicated Penalties	$ -	
Revolving Loan Fund	$	-
Tax Title Lien Redemption	$	-
Unemployment Trust Fund	$	-
Library	$	86,622.61
General Liability Trust	$	25,570.76
Workers Compensation Trust	$	10,969.78
Trust Escrow	$	-
Reserve for Housing	$	-
Federal DOJ Forfeiture	$	-
TOTAL CLAIMS	$ **11,072,300.81**	

R99-24 Resolution Authorizing Renewal for Payroll City of Clifton Processing, Human Resource Management and Time and Labor Management Services to Primepoint

RESOLUTION AUTHORIZING RENEWAL FOR PAYROLL TY OF CLIFTON PROCESSING, HUMAN RESOURCE MANAGEMENT AND TIME AND LABOR MANAGEMENT SERVICES TO PRIMEPOINT

OPTION YEAR 1 and 2-11/1/2024 - 10/31/2026

WHEREAS, the City of Clifton solicited proposals through the competitive contracting process for Payroll Processing, Human Resource Management and Time & Labor Management Services in accordance with N.J.S.A. 40A:11-4.1 et seq.; and

WHEREAS, Resolution 419-21 was approved by the governing body on September 21, 2021 for the initial three-year contract term of November 1, 2021 through October 31, 2024; and

WHEREAS, the City has the option to renew said contract for two one-year options or one two-year options in accordance with the competitive proposals received on July 27, 2021; and

NOW, THEREFORE, BE IT RESOLVED, that a contract for Payroll Processing, Human Resource Management and Time & Labor Management Services is hereby extended for option Holly, NJ 08060 at $190,720.00; and

BE IT FURTHER RESOLVED, that this resolution be kept on file and available for public inspection in the Office of the City Clerk; and

BE IT FURTHER RESOLVED, that no services and/or goods shall commence prior to issuance of a Purchase Order by the Finance Department.

R400-24 Resolution Awarding Contract to Foveonics Imaging Technologies, Inc. for Cloud-Based File Management Services Through the Educational Services Commission of New Jersey

RESOLUTION AWARDING CONTRACT TO FOVEONICS IMAGING TECHNOLOGIES, INC. FOR CLOUD-BASED FILE MANAGEMENT SERVICES THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY

WHEREAS, since the onset of COVID-19, the City of Clifton has helped reduce the potential spread of the virus by creating digital resources for forms, records, applications, purchase orders, and other OPRA applicable documents, via cloud-based document management; and

WHEREAS, pursuant to New Jersey State Department of Treasury, Division of Revenue and Enterprise Services record retention guidelines, the capture of document files as digital images is an acceptable form of record retention; and

WHEREAS, the City is a member of the Educational Services Commission of New Jersey (ESCNJ) cooperative, which has awarded contract number ESCNJ 22/23-11, for Document Management for Records Retention and Disposal to Foveonics Imaging Technologies, Inc., located at 999 Willow Grove Street, Suite 3A, Hackettstown, NJ 07840, inclusive of the same services as the previous ESCNJ contract, for the period of July 1, 2022 through to June 30, 2024 extended till June 30,2025; and

WHEREAS, Foveonics Imaging Technologies, Inc., has successfully provided the City with services that include capturing, cataloging, and converting documents to high resolution web-accessible images during Phase I, originally financed by the County Cares grant; and

WHEREAS, the above ESCNJ award allows Phase II of the City's Document Management project, which began with R394-21, adopted September 8, 2021, to continue without interruption; and

WHEREAS, the above services are utilized City-wide, and are requested to be authorized for continuance of Phase II of the project, in an as-needed amount not to exceed $300,000.00, extended till June 30,2025, to be funded out of the American Rescue Plan Act (ARPA), for which the above services were approved; and

NOW, THEREFORE, BE IT RESOLVED, that the contract for Foveonics Imaging Technologies, Inc., located at 999 Willow Grove Street, Suite 3A, Hackettstown, NJ 07840, be awarded through to June 30, 2025, for which all expenditures shall be predicated on accomplished benchmarks, comprehensive and detailed invoicing, via a properly executed purchase order; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized and directed hereby to execute such agreement, upon approval of the Law Department; and

BE IT FURTHER RESOLVED, that no services/and or goods shall commence prior to issuance of a Purchase Order by the Finance Department.

R401-24 Resolution Authorizing Permission to Advertise a Request for Proposal for Municipal Auditing Services for Fiscal Year Ending December 31, 2024

RESOLUTION AUTHORIZING PERMISSION TO ADVERTISE A REQUEST FOR PROPOSAL FOR MUNICIPAL AUDITING SERVICES FOR FISCAL YEAR ENDING DECEMBER 31, 2024

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1 *et seq.*, the City of Clifton requires the services of an independent auditing firm to conduct a comprehensive audit of its financial statements for the fiscal year ending December 31, 2024; and

WHEREAS it is in the best interest of the City of Clifton to ensure that its financial operations are conducted with transparency and in accordance with all applicable laws and regulations; and,

NOW THEREFORE BE IT RESOLVED by the Mayor and Municipal Council of the City of Clifton that the Purchasing Agent is authorized to advertise a Notice to Bidders and to receive proposals in accordance with 40A:11-4.1 *et seq.*, for Municipal Auditing Services for fiscal year ending in 2024; and,

BE IT FURTHER RESOLVED that the Notice to Proposers shall be published once in the legal newspaper of the City of Clifton in accordance with N.J.SA. 40A:11-1 *et seq.*

R402-24 Resolution Authorizing Permission to Advertise a Request for Proposal for Financial Planner Advisory Services for City of Clifton for Year 2025

RESOLUTION AUTHORIZING PERMISSION TO ADVERTISE A REQUEST FOR PROPOSAL FOR FINANCIAL ADVISORY SERVICES FOR CITY OF CLIFTON FOR YEAR 2025

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1 *et seq.*, the City of Clifton requires the professional services of a qualified Financial Advisor to provide expert financial guidance and assistance in connection with the City's financial planning, debt management, and other related matters; and

WHEREAS, the City Counsel deems it necessary and in the best interest of the City to solicit proposals from the experienced and qualified Financial Advisory firms; and

WHEREAS it is in the best interest of the City of Clifton to ensure that its financial operations are conducted with fair, competitive and transparent manner and in accordance with all applicable laws and regulations; and,

NOW THEREFORE BE IT RESOLVED by the Mayor and Municipal Council of the City of Clifton that the Purchasing Agent is authorized to advertise a Notice to Bidders and to receive proposals in accordance with 40A:11-4.1 *et seq.*, for Financial Advisory Services for year 2025; and,

BE IT FURTHER RESOLVED that the Notice to Proposers shall be published once in the legal newspaper of the City of Clifton in accordance with N.J.SA. 40A:11-1 *et seq.*

R403-24 Resolution Authorizing Request for Proposals for Health Insurance Broker and Property and Casualty Insurance Broker for the City of Clifton

RESOLUTION AUTHORIZING REQUEST FOR PROPOSALS FOR HEALTH INSURANCE BROKER AND PROPERTY AND CASUALTY INSURANCE BROKER FOR THE CITY OF CLIFTON

WHEREAS, in accordance with *N.J.S.A.* 40A:11-4-1, local contracting units may procure insurance broker services through requests for proposals; and

WHEREAS, the City of Clifton requires health insurance and property and casualty insurance broker services for 2025; and

WHEREAS, the Purchasing Agent of the City of Clifton has prepared Request for Proposals for said services;

BE IT RESOLVED, by the Mayor and Municipal Council of the City of Clifton, that authorization is hereby given for the advertisement of requests for proposals for both health insurance broker and property and casualty insurance broker services for 2025.

R404-24 Resolution Authorizing Permission to Advertise a Request for Proposal for Bond Counsel Services for City of Clifton for Year 2025

RESOLUTION AUTHORIZING PERMISSION TO ADVERTISE A REQUEST FOR PROPOSAL FOR BOND COUNSEL SERVICES FOR CITY OF CLIFTON FOR YEAR 2025

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1 *et seq.*, he City of Clifton requires the professional services of a qualified Bond Counsel to provide legal advice and assistance related to the issuance of bonds and other financial matters of the City; and

WHEREAS, the City Counsel deems it necessary and in the best interest of the City to solicit proposals from the experienced and qualified Bond Counsel firms; and

WHEREAS it is in the best interest of the City of Clifton to ensure that its financial operations are conducted with fair, competitive and transparent manner and in accordance with all applicable laws and regulations; and,

NOW THEREFORE BE IT RESOLVED by the Mayor and Municipal Council of the City of Clifton that the Purchasing Agent is authorized to advertise a Notice to Bidders and to receive proposals in accordance with 40A:11-4.1 *et seq.*, for Bond Counsel Services for year 2025; and,

BE IT FURTHER RESOLVED that the Notice to Proposers shall be published once in a legal newspaper of the City of Clifton in accordance with N.J.SA. 40A:11-1 *et seq.*

R405-24 Resolution Awarding Contract for Purchase of the Technology Products Through SHI International Via Bergen County Cooperative (CD04) Contract and New Jersey State NASPO Contract

RESOLUTION AWARDING CONTRACT FOR PURCHASE OF THE TECHNOLOGY PRODUCTS THROUGH SHI INTERNATIONAL VIA BERGEN COUNTY COOPERATIVE (CKO4) CONTRACT AND NEW JERSEY STATE NASPO CONTRACT

WHEREAS, the City of Clifton, via Resolution R262-16 authorized participation in the Bergen County Cooperative Pricing System (#CK04-BERGEN); and

WHEREAS, the Police Department has a need purchase certain Technology products for departments and vehicles including hardware, software and applications which are necessary for the day-to-day operations; and

WHEREAS, the Police Department requests from SHI International for a total amount of $300,000 off the Bergen County Cooperative and state contracts; and

WHEREAS, Bergen County contract #22-24 for Computer Equipment and Peripherals, which was awarded to SHI International Corp., 290 Davidson Ave, Somerset, NJ 08873 and New Jersey State has awarded NASPO contract 21-TELE- 01506; and

WHEREAS, the current contract term for the Bergen County contract #22-24 for Computer Equipment and Peripherals expires on June 5, 2026 and NASPO contract expires on September 30,2024; and

WHEREAS, the Purchasing Agent is satisfied with the procurement process conducted by Bergen County and State Contract, which was awarded to SHI International Corp., 290 Davidson Ave, Somerset, NJ 08873; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Municipal Council of the City of Clifton, State of New Jersey as follows:

1. The award to SHI International Corp for the purchase of the Technology Products is hereby authorized; and
2. The Procurement of Technology Products from SHI International Corp, for a total not to exceed amount of $300,000 is hereby awarded; and
3. Regarding Fund Certification, funds are available under the following account number:

01-203-31-458-251 (Purchase of Vehicles)
01-201-25-240-225 (Computer Equipment & Supplies)
01-201-25-240-405 (Maintenance & Repairs)
01-201-25-240-503 (Contractual Services)
01-201-25-240-242 (Other Equipment)

R406-24 Resolution Authorizing Tax Appeal Settlement (Block 80, Lot 70)

RESOLUTION AUTHORIZING TAX APPEAL SETTLEMENT (BLOCK 80, LOT 70)

Block:	80
Lot:	70
Street Address:	680 Route 3 West
Owner:	680 Clifton, LLC (Howard Johnson Hotel)

WHEREAS, an appeal of the tax assessment for the years 2020, 2021, 2022 and 2023 has been filed for the above-noted property; and

WHEREAS, an adjustment(s) in the assessed value has been recommended by the City's expert appraiser, Mark Hendricks, and concurred with by the City Tax Assessor, Matthew Rinaldi, as reflected on Exhibit A attached hereto, and as these adjustments will cause the assessment to reflect the actual fair market value of said property as reflected by comparable sales and/or income and expense data; and therefore

BE IT RESOLVED by the Mayor and Council of the City of Clifton that the tax assessment adjustment(s) for the above referenced property is approved for the years as reflected on Exhibit A, and the Law Department is authorized to execute an appropriate Stipulation of Settlement agreeing to the entry of a judgment reflecting these adjustments.

R407-24 Resolution Authorizing Acceptance of a 2019 Dodge Multi Passenger Vehicle Donated to the City of Clifton Senior Citizen Outreach Program from New Trimble Auto Body

RESOLUTION AUTHORIZING ACCEPTANCE OF A 2019 DODGE MULTI PASSENGER VEHICLE DONATED TO THE CITY OF CLIFTON SENIOR CITIZEN OUTREACH PROGRAM FROM NEW TRIMBLE AUTO BODY

BE IT RESOLVED, by the Mayor and Municipal Council of the City of Clifton, that authorization is hereby given for acceptance of a 2019 Dodge Multi Passenger Vehicle, Vin: 2C4RDGBG7KR805243Z, donated to the City of Clifton Senior Citizen Outreach Program from New Trimble Auto Body, 214 Trimble Avenue, Clifton, New Jersey 07011.

R408-24 Resolution for Moving Alternate Members of the Clifton Arts Center & Sculpture Committee

RESOLUTION MOVING ALTERNATE MEMBERS OF THE CLIFTON ARTS CENTER & SCULPTURE COMMITTEE

WHEREAS, the Mayor and Council of the City of Clifton, County of Passaic, State of New Jersey is aware of a member vacancy on the Clifton Arts Center & Sculpture Committee; and

WHEREAS, currently, Kathleen Kellaigh holds the position of Alternate #1 and Barbara Novak currently holds the position of Alternate #2 on said committee;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Municipal Council of the City of Clifton, County of Passaic, State of New Jersey that Kathleen Kellaigh be moved from Alternate #1 to Member of the Clifton Arts Center & Sculpture Committee commencing this day; and

BE IT FURTHER RESOLVED, that Barbara Novak be moved from Alternate #2 to Alternate #1 commencing this day.

R409-24 Resolution for Appointment to the Advisory Committee for Individuals with Disabilities

RESOLUTION FOR APPOINTMENT TO THE ADVISORY COMMITTEE FOR INDIVIDUALS WITH DISABILITIES

WHEREAS, the Mayor and Council of the City of Clifton, County of Passaic, State of New Jersey are in receipt of an application from Arnold Korotkin to become Alternate #1 of the Advisory Committee for Individuals with Disabilities;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Municipal Council of the City of Clifton, County of Passaic, State of New Jersey that Arnold Korotkin be and is hereby appointed as Alternate #1 to the Advisory Committee for Individuals with Disabilities for a four-year term commencing this day through December 31, 2028.

R410-24 Resolution Authorizing Agreement Between the City of Clifton Community Development Office (CDBG) and St. Peter's Haven as Grant Sub-Recipient of CDBG-CV (Round 3 Covid Cares Act Funding) Food Pantry - Transfer Approved 8-7-2024 Council #R392-24 $75,000

RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE CITY OF CLIFTON COMMUNITY DEVELOPMENT OFFICE (CDBG) AND ST. PETER'S HAVEN AS GRANT SUB-RECIPIENT OF CDBG-CV (ROUND 3 COVID CARES ACT FUNDING) FOOD PANTRY – Transfer Approved 8-7-2024 Council R 392-24 $75,000

BE IT RESOLVED that the Agreement between the City of Clifton Community Development Office (CDBG) and St. Peter's Haven, as a sub-recipient of a CDBG-CV Round 3 COVID CARES Act funding grant in the amount of $75,000.00 for Food Pantry, conditioned upon performance of certain services and satisfaction of conditions in connection with Community Development for the City of Clifton for the period August 20, 2024 through August 24, 2026 amendment number B-20-MW-34-0103 in the form as approved by the Law Department, be and the same is hereby approved by the Municipal Council, and the Mayor and City Clerk be and they are hereby authorized and directed to execute the same on behalf of the City of Clifton

---

R412-24 Executive Session

A Motion was made by Councilman Kolodziej, seconded by Councilman D'Amato, and passed on roll call vote to enter into Executive Session.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

Councilwoman Sadrakula objected to discussing CON-5 in Executive Session.

RESOLUTION AUTHORIZING EXECUTIVE SESSION

WHEREAS, the Municipal Council deems it essential in the furtherance of the public interest, to discuss, in closed session, as expressly permitted by N.J.S.A. 10:4-12, the following subject(s), to wit:

CON-1 Clifton Supervisors Association (CSA) - Contract Negotiations - 2023-2026
CON-2 Employment Contracts with Police Chief, Fire Chief and City Manager
CON-3 Book Hun Lee and Estate of Lee v. City of Clifton, et al - Docket No. PAS-L-001872-21
CON-4 PBA Interest Arbitration
CON-5 Late -Investigation into Complaint of Harassment by R.P.
CON-6 Late - Black Prince Distillery – Taxes
CON-7 Late – Anthony's Towing – License Non-Renewal

NOW, THEREFORE, BE IT RESOLVED that the public shall be excused and excluded from that portion of the Council's meeting to be held on August 20, 2024, at which time, said subject(s) shall be discussed; and

BE IT FURTHER RESOLVED, that the discussion held at such closed session can be disclosed to the public on or about the time the matter is concluded.

LICENSES

L-1 Grand Saloon

RESOLUTION FOR PRELIMINARY APPROVAL
FOR HEIRLOOM HOSPITALITY, LLC
T/A GRAND SALOON, THE
ADDRESS 940 VAN HOUTEN AVE., CLIFTON, NJ 07013
TYPE OF FOOD ESTABLISHMENT INTENDED RESTAURANT-CONTINUED USE
FORMERLY OR NEW GRANDE SALOON, THE
ZONE PERMITTED YES
VARIANCE REQUIRED NO

L-2 Lakeview Bagels & Deli

RESOLUTION FOR PRELIMINARY APPROVAL
FOR LAKEVIEW BAGEL & DELI LLC
T/A LAKEVIEW BAGELS & DELI
ADDRESS 78 LAKEVIEW AVE CLIFTON, NJ 07011
TYPE OF FOOD ESTABLISHMENT INTENDED CATERER/BAKERY/MILK-CONTINUED USE
FORMERLY OR NEW LAKEVIEW BAGELS & DELI
ZONE M-2
PERMITTED YES
VARIANCE REQUIRED NO
FINAL APPROVAL WILL BE ISSUED PENDING APPROVAL OF THIS RESOLUTION.
FURTHER PROCESSING AND APPROVAL OF VARIOUS CITY DEPARTMENTS.

L-3 Village Stationary

AVD Village, LLC
t/a Village Stationery
385 Valley Rd., Clifton, NJ 07013
Preliminary Approval
Grocery - continued use

L-4 Subzi Mandi Farmers Market

RESOLUTION FOR PRELIMINARY APPROVAL
FOR SUBZI MANDI CLIFTON INC
T/A SUBZI MANDI FARMERS MARKET
ADDRESS 1006 U.S. 46, UNIT 9A CLIFTON, NJ 07013
TYPE OF FOOD ESTABLISHMENT INTENDED CATERER/GROCERY/MILK-CONTINUED USE
FORMERLY OR NEW FILSTOP
ZONE B-D
PERMITTED YES
VARIANCE REQUIRED NO
FINAL APPROVAL WILL BE ISSUED PENDING APPROVAL OF THIS RESOLUTION.

L-5 Bravo

Mena & Peralta Supermarket, LLC
t/a Bravo
218 Dayton Ave., Clifton, NJ 07011
Final Approval
Grocery/Milk - continued use

Council returned to Open Session:

Upon roll call, the following were noted present:

Councilman Gibson	(BG)
Councilman Kolodziej	(JK)
Councilman Latona	(AL)
Councilman D'Amato	(CD)
Councilwoman Pino	(RP)
Councilwoman Sadrakula	(MS)
Mayor Grabowski	(RG)

Also present were City Manager, Dominick Villano; City Attorney, Matthew Priore; Assistant City Attorney, Andrew Oddo and Deputy City Clerk, Michele Butler.

ADJOURNMENT

A Motion was made by Councilman D'Amato, seconded by Councilman Latona to adjourn the meeting at 11:13 p.m.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

Respectfully Submitted,

Nancy Ferrigno, City Clerk

Raymond Grabowski, Mayor

ITEM NUMBER: C- 1

ITEM NAME: Ariel Alvarez, Public Safety, Hired as Firefighter, effective August 26, 2024 at $43,190.00 annually.

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 2

ITEM NAME: Steven Blanchard, Public Safety, Hired as Firefighter, effective August 26, 2024 at $43,190.00 annually.

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 3

ITEM NAME: Michael Wolf, Public Safety, Hired as Firefighter, effective August 26, 2024 at $43,190.00 annually.

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 4

ITEM NAME: Austin Reza, Public Safety, Hired as Firefighter, effective August 26, 2024 at $43,190.00 annually.

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 5

ITEM NAME: Nico Desousa, Public Safety, Hired as Firefighter, effective August 26, 2024 at $43,190.00 annually.

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 6

ITEM NAME: Thomas McNulty, Public Safety, Hired as Firefighter, effective August 26, 2024 at $43,190.00 annually.

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 7

ITEM NAME: Christine LaMonica, Public Safety, resigned position of School Traffic Guard, effective August 26, 2024.

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 8

ITEM NAME: Karen Wilk, Public Safety, retired position of School Traffic Guard, effective September 1, 2024.

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 9

ITEM NAME: Minutes of Planning Board of August 22, 2024
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 10

ITEM NAME: Minutes of Special Meeting of Disabilities Committee of August 19, 2024
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: O- 7933-24

ITEM NAME: An Ordinance to Amend, Revise and Supplement Chapter 367 of the Code of the City of Clifton Entitled "Retail Food Estabishments" at Various Locations (Revises Licensing Provisions to Add Section for Temporary Food Establishments)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance	8/21/2024	Cover Memo

7933-24

AN ORDINANCE TO AMEND, REVISE, AND SUPPLEMENT CHAPTER 367 OF THE CODE OF THE CITY OF CLIFTON ENTITLED "RETAIL FOOD ESTABLISHMENTS" AT VARIOUS LOCATIONS (REVISES LICENSING PROVISIONS TO ADD SECTION FOR TEMPORARY FOOD ESTABLISHMENTS)

BE IT ORDAINED, by the Municipal Council of the City of Clifton, that:

1. Chapter 367 of the Code of the City of Clifton, as titled above, is hereby amended, revised and supplemented to read as follows:

2. Additions are marked with an underline and deletions are marked with ~~strikethrough~~.

Chapter 367
RETAIL FOOD ESTABLISHMENTS

***

§ 367-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

***

HEALTH OFFICER
No change.

LICENSE - CLASS A
No change.

LICENSE - CLASS B
No change.

RETAIL FOOD ESTABLISHMENT
No change.

RISK TYPE 1 RETAIL FOOD ESTABLISHMENT
No change.

RISK TYPE 2 RETAIL FOOD ESTABLISHMENT
No change.

RISK TYPE 3 RETAIL FOOD ESTABLISHMENT
No change.

RISK TYPE 4 RETAIL FOOD ESTABLISHMENT
No change.

~~ITINERANT RESTAURANT~~ TEMPORARY FOOD ESTABLISHMENT LICENSE

Temporary Food Establishment License 1

Includes food demonstrators, carnivals, sidewalk fairs and any retail food operation, whether for profit or nonprofit, operating for a temporary period not exceeding two (2) to ten (10) events within a calendar year and not having a degree of permanence attached to the operation.

Temporary Food Establishment License 2

Includes food demonstrators, carnivals, sidewalk fairs and any retail food operation, whether for profit or nonprofit, operating for a temporary period not exceeding one (1) event within a calendar year and not having a degree of permanence attached to the operation.

§ 367-2. License required.

A. *No change.*

B. *No change.*

C. *No change.*

D. No person, persons, firm or corporation shall operate a temporary food establishment in the City of Clifton or permit the operation of a temporary food establishment on their premises unless a temporary food establishment license is obtained from the Health Department and completed by the event organizer. For purposes of this section, the event organizer is the person, persons, firm or corporation responsible for organizing and running a special event involving the serving of food to the public, whether with or without charge, including food demonstrators, carnivals, sidewalk fairs and any retail food operation.

(1) Temporary Food Establishment License: A temporary food establishment license shall be required for each individual stand, kiosk, booth, table, or similar conveyance at any special event from which food will be served to the public. The event organizer shall be required to apply for and obtain all temporary food establishment licenses necessary for the event two weeks prior to the event and pay all applicable fees. The event organizer shall also ensure that only licensed temporary food establishments operate at the event.

***

§ 367-4. License fees; reinspection fees.

A. The annual license fee for each retail food establishment, which shall accompany the application, shall be in accordance with the following schedule:

Type		Fee
(1)	Restaurant	

***

(4)	~~Itinerant restaurant and food demonstration~~ Temporary Food Establishment	
(a)	Temporary Food Establishment License 1 (2 to 10 events)	$125.00
(b)	Temporary Food Establishment License 2 (1 event)	$65.00
(c)	Non-Profit organization	No charge

***

B. For any reinspection required for any reason during any calendar year, there shall be a reinspection fee as follows:

(1) *No change.*

(2) *No change.*

(3) *No change.*

(4) *No change.*

(5) All reinspection fees must be paid within ten (10) business days. Failure to pay within the allotted time frame shall result in the issuance of a summons.

C. *No change.*

§ 367-5. Application for license.

A. *No change.*

B. *No change.*

C. Special Requirements for Temporary Food Establishments.

The person, persons, firm or corporation responsible for organizing and running a special event involving the serving of food to the public shall submit an application on forms promulgated and supplied by the Health Department. Such forms shall be duly verified by the applicant and shall set forth:

(1) The name, permanent addresses and telephone number of the person, persons, firm or corporation who shall serve as the event organizer and who shall be responsible for organizing and running a special event that involves the serving of food to the public.

(2) If the applicant is a corporation, partnership, LLC, or other entity, the applicant shall provide the name and address of its registered agent.

(3) The full name, location, date(s), and rain date(s) for the special event.

(4) A list of all the temporary food establishments that will be operating at the event, and the name, permanent address and telephone number for the person, persons, firm or corporation who will be operating each temporary food establishment, along with a list of foods that will be prepared and served at the establishment.

***

3. All ordinances or parts of ordinances inconsistent herewith are hereby repealed as to such inconsistency only.

4. This ordinance shall take effect after final passage and publication as provided by law.

Adopted: _____

_____
Raymond Grabowski, Mayor

ATTEST:

_____
Nancy Ferrigno, City Clerk

ITEM NUMBER: O- 7934-24

ITEM NAME: A Capital Ordinance Appropriating $680,000.00 from the General Capital - Fund Balance for Public Improvements in and for the City of Clifton, County of Passaic, State of New Jersey

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance	8/23/2024	Cover Memo

7934-24

A CAPITAL ORDINANCE APPROPRIATING $680,000.00 FROM THE GENERAL CAPITAL – FUND BALANCE FOR PUBLIC IMPROVEMENTS IN AND FOR THE CITY OF CLIFTON, IN THE COUNTY OF PASSAIC, STATE OF NEW JERSEY

WHEREAS, the City of Clifton has Capital Fund Balance, within the City's General Capital Account; and,

WHEREAS, there is $680,000.00 in the Capital Fund Balance to fully fund certain capital projects;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Clifton, County of Passaic, State of New Jersey as follows:

Section 1: An amount equal to $680,000.00 is hereby appropriated from the Capital Fund Balance for the public improvements in and by the City of Clifton, County of Passaic, State of New Jersey;

Section 2: Such Public Improvements include, but are not limited to:

- City Wide Technology Upgrades - $100,000.00
- DPW Vehicle Shop Equipment - $25,000.00
- Solar Powered Stop Signs & Crosswalk Signs - $100,000.00
- Concrete Scarafire Machine - $35,000.00
- Card Access System for DPW Yard - $40,000.00
- Police Shooting Range Target System - $150,000.00
- Police Network Technology Upgrades - $150,000.00
- Portable Battery-Operated Stair Chairs - $45,000.00
- Fire Station Mattress Replacement - $35,000.00

Section 3: This Capital Ordinance shall take effect as provided by the law.

Introduced: September 3, 2024

Adopted:

_____
Raymond Grabowski, Mayor

_____
Nancy Ferrigno, City Clerk

ITEM NUMBER: O- 7935-24

ITEM NAME: A Capital Ordinance Appropriating $640,000.00 from the Sewer Utility Capital - Fund Balance for Public Improvements in and for the City of Clifton, County of Passaic, State of New Jersey

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance	8/23/2024	Cover Memo

7935-24

A CAPITAL ORDINANCE APPROPRIATING $640,000.00 FROM THE SEWER UTILITY CAPITAL – FUND BALANCE FOR PUBLIC IMPROVEMENTS IN AND FOR THE CITY OF CLIFTON, IN THE COUNTY OF PASSAIC, STATE OF NEW JERSEY

WHEREAS, the City of Clifton has Sewer Utility Capital Fund Balance, within the City's Sewer Utility Capital Account; and,

WHEREAS, there is $640,000.00 in the Capital Fund Balance to fully fund certain capital projects;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Clifton, County of Passaic, State of New Jersey as follows:

Section 1: An amount equal to $640,000.00 is hereby appropriated from the Capital Fund Balance for the public improvements in and by the City of Clifton, County of Passaic, State of New Jersey;

Section 2: Such Public Improvements include, but are not limited to:

- Technology Upgrades - $100,000.00
- Passaic County Bridge Sanitary Sewer - $40,000.00
- Emergency Repairs Sewer / Storm Sewers - $500,000.00

Section 3: This Capital Ordinance shall take effect as provided by the law.

Introduced: September 3, 2024

Adopted:

_____
Raymond Grabowski, Mayor

_____
Nancy Ferrigno, City Clerk

ITEM NUMBER: O- 7936-24

ITEM NAME: An Ordinance to Amend, Revise and Supplement Chapter 461 of the Code of the City of Clifton, Entitled "Zoning", More Particularly Article XI Thereof, Entitled "Definitions and Word Usage", Section 461-64, Entitled "Definitions" (Amends Definition of Height of Building)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance	8/29/2024	Cover Memo

7936-24

AN ORDINANCE TO AMEND, REVISE AND SUPPLEMENT CHAPTER 461 OF THE CODE OF THE CITY OF CLIFTON, ENTITLED "ZONING", MORE PARTICULARLY ARTICLE XI THEREOF, ENTITLED "DEFINITIONS AND WORD USAGE," SECTION 461-64, ENTITLED "DEFINITIONS" (AMENDS DEFINITION OF HEIGHT OF BUILDING)

BE IT ORDAINED, by the Municipal Council of the City of Clifton, that:

1. Chapter 461 of the Code of the City of Clifton, entitled "Zoning," and more particularly Article XI thereof, entitled "Definitions and Word Usage," Section 461-64 entitled "Definitions," is hereby amended, revised and supplemented to amend the definition of Height of Building as follows:

CHAPTER 461

ZONING

* * *

ARTICLE XI

DEFINITIONS AND WORD USAGE

* * *

§461-64. Definitions.

* * *

HEIGHT OF BUILDING - The vertical distance of all building roofs to the level of the highest point of the roof, measured from the average finished grade level at the perimeter of the building.

* * *

2. All other definitions set forth in said section are not changed and hereby remain in full force and effect. All other provisions of said Chapter 461 are not changed hereby and remain in full force and effect.

3. All ordinances or parts of ordinances inconsistent herewith are hereby repealed as to such inconsistencies only.

4. This ordinance shall take effect after final passage and publication as provided by law.

Adopted:_____

_____
Raymond Grabowski, Mayor

_____
Nancy Ferrigno, City Clerk

ITEM NUMBER: O- 7937-24

ITEM NAME: An Ordinance to Amend, Revise and Supplement Chapter 17 of the Code of the City of Clifton Entitled "Clifton Arts Center Gallery and Sculpture Park Committee" at Section 17-1 and Section 17-2 (Increases Board Membership to Include a Representative From Montclair State University)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance	8/29/2024	Cover Memo

7937-24

AN ORDINANCE TO AMEND, REVISE, AND SUPPLEMENT CHAPTER 17 OF THE CODE OF THE CITY OF CLIFTON ENTITLED "CLIFTON ARTS CENTER GALLERY AND SCULPTURE PARK COMMITTEE" AT § 17-1 and §17-2 (INCREASES BOARD MEMBERSHIP TO INCLUDE A REPRESENTATIVE FROM MONTCLAIR STATE UNIVERSITY)

BE IT ORDAINED, by the Municipal Council of the City of Clifton, that:

1. Chapter 17 of the Code of the City of Clifton, as titled above, is hereby amended, revised and supplemented to read as follows:

2. Additions are marked with an underline and deletions are marked with ~~strikethrough~~.

Chapter 17

CLIFTON ARTS CENTER GALLERY AND SCULPTURE PARK COMMITTEE

§ 17-1. Establishment.

An advisory Clifton Arts Center Gallery and Sculpture Park Committee for the City of Clifton is hereby established. The advisory committee shall consist of ~~nine~~ eleven members, who shall be appointed by the Municipal Council and shall serve without compensation.

§ 17-2. Composition of advisory committee.

The composition of the advisory committee shall be as follows:

A. ~~Five~~ Six standing members:
   (1) One representing the Clifton Association of Artists.
   (2) One representing the Clifton Historical Society.
   (3) One representing the Clifton Beautification Committee.
   (4) One representing the Clifton Public Schools.
   (5) One representing the Clifton Public Library.
   (6) One representing Montclair State University or any other accredited institution of higher learning.

B. Five at-large members.

C. Two alternate at-large members.

   (1) *No change.*

   (2) *No change.*

§ 17-3. Term of office. *No change.*

§ 17-4. Powers and duties. *No change.*

3. All ordinances or parts of ordinances inconsistent herewith are hereby repealed as to such inconsistency only.

4. This ordinance shall take effect after final passage and publication as provided by law.

Adopted: _____

_____
Raymond Grabowski, Mayor

_____
Nancy Ferrigno, City Clerk

ITEM NUMBER: O- 7938-24

ITEM NAME: Bond Ordinance Providing for Various 2024 Capital Improvements, by and in the City of Clifton, in the County of Passaic, State of New Jersey Appropriating $18,000,000 Therefor and Authorizing the Issuance of $17,139,100 Bonds or Notes of the City to Finance Part Of the Cost Thereof

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance	8/29/2024	Cover Memo

BOND ORDINANCE PROVIDING FOR VARIOUS 2024 CAPITAL IMPROVEMENTS, BY AND IN THE CITY OF CLIFTON, IN THE COUNTY OF PASSAIC, STATE OF NEW JERSEY; APPROPRIATING $18,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $17,139,100 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the City of Clifton, in the County of Passaic, State of New Jersey (the "City"). For said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the aggregate sum of $18,000,000, said sum being inclusive of down payments in the aggregate amount of $860,900 now available for said improvements or purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), by virtue of a provision or provisions in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said $18,000,000 appropriation not provided for by application hereunder of said down payments, negotiable bonds of the City are hereby authorized to be issued in the aggregate principal amount of not exceeding $17,139,100 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in an aggregate principal amount of not exceeding $17,139,100 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

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

Description	Appropriation	Authorization	Down Payment	Useful Life
i. Various capital acquisitions and improvements to the City Library, including, but not limited to,	$1,545,000	$1,470,100	$74,900	16.47 years

Description	Appropriation	Authorization	Down Payment	Useful Life
improvements and replacements to the Heating, Ventilation, and Air Conditioning systems, recovering of folding walls within the community room, and repaving the Main Library parking lot;				
ii. Various capital acquisitions and improvements by the Health Department, including, but not limited to, the acquisition and installation of camera systems throughout the Senior Center, and various structural improvements to the Animal Shelter;	$100,000	$95,000	$5,000	7 years
iii. Various capital improvements and acquisitions by Engineering Department, including, but not limited to, a roadway improvement program, as referenced on a list in the City Engineers Office, water main extension to City Hall, refurbishment of the garage at the Fire Department headquarters, various roadway improvements to Chelsea Road, design services for the Christopher Columbus Middle School Pedestrian Access Tunnel, and the replacement and installation of fueling tanks at City Hall;	$5,815,000	5,537,400	$277,600	13.30 years
iv. The acquisition of various equipment and vehicles for the Department of Public Works, including, but not limited to, the purchase of a street sweeper, the acquisition of 29 Yard Packer Trucks, the acquisition of a lawnmower, and the acquisition of a trommel sweeper and soil screener, and the purchase of an infield dragger for baseball fields located in the City;	$1,118,000	$1,064,500	$53,500	7.36 years
v. Improvements to various City-owned buildings, including, but not limited to, improvements to the concrete storage shed for the Police Department, renovations and repairs to the roof of Fire Station 6 and the recreation garage at the Department of Public Works Yard, improvements and repairs required by the American Disability Act to restrooms located at City Hall, and the refurbishment of the elevators at City Hall;	$685,000	$652,200	$32,800	14.63 years
vi. Various improvements to the Police Department, including, but not limited to, improvements to the jail	$250,000	$238,000	$12,000	10 years

Description	Appropriation	Authorization	Down Payment	Useful Life
cells, and improvements and upgrades to the foyer area;				
vii. The acquisition of various capital equipment and vehicles for the Fire Department, including, but not limited to, the acquisition of turn out gear, the acquisition of a fire vehicle for Engine 1, the acquisition of a new ambulance; the acquisition of a vehicle for the Deputy Chief/Tour Commander, the purchase of support vehicles, the acquisition of self-contained breathing apparatus', the acquisition and installation of security cameras at all Fire Department buildings located in the City, interior and exterior upgrades to the Fire Department headquarters located at the City Hall Complex, the acquisition of firefighter station wear uniforms, and the acquisition of a mobile command vehicle;	$4,969,000	$4,731,800	$237,200	11.19 years
viii. Improvements and repairs to various City-owned parks, including, but not limited to, various improvements and repairs to walking paths, various improvements and repairs to Hird Park, various improvements and repaving to basketball courts at Dudiak Park, Normandy Park, Sperling Park, and Lakeview Park, various improvements and upgrades to equipment at playgrounds at Normandy Park, Surgent Park, and Washington Park, various improvements and repaving to the tennis and pickle ball courts at Dunney Park and Ravine Park, various renovations and improvements to sports fields at Oak Ridge Park, Washington Park, and Lakeview Park, installation of picnic table concrete pads at Albion Park, Duduak Park, Holster Park, Normandy Park, and Washington Park, and the purchase and installation of park signage at various parks throughout the City, including Albion Park, Lakeview Park, Oak Ridge Park, and Zelenka Park; and	$3,293,000	$3,136,100	$156,900	15 years
ix. Section 20 costs.	$225,000	$214,000	$11,000	
TOTALS	$18,000,000	$17,139,100	$860,900	

(a) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is $17,139,100.

(b) The estimated cost of said improvements or purposes is $18,000,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the amount of $860,900, which is the amount of the aggregate down payments available for said improvements or purposes.

(c) All such improvements or purposes described above shall include the following, as applicable, surveying, construction planning, engineering and design work, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation, and also all work, materials, equipment, labor and appurtenances as necessary therefor or incidental thereto.

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

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date or as otherwise authorized by the Local Bond Law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer of the City. The Chief Financial Officer of the City shall determine all matters in connection with the bond anticipation notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer of the City upon the notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may

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

SECTION 6. The City hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the improvements or purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed in the Office of the Director of the Division of Local Government Services, within the New Jersey Department of Community Affairs.

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

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 12.89 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, within the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or bond anticipation notes provided for in this bond ordinance by $17,139,100 and the said obligations

authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding $225,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements or purposes described in Section 3 hereof.

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

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

SECTION 10. The Chief Financial Officer of the City is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City, which are authorized herein, and to execute such disclosure document on behalf of the City. The Chief Financial Officer of the City is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The City covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended of the interest on all

bonds and bond anticipation notes issued under this bond ordinance on a tax-exempt basis.

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

ADOPTED ON FIRST READING
DATED: September 3, 2024

_____
NANCY FERRIGNO,
Clerk of the City of Clifton

ADOPTED ON SECOND READING
DATED: September 17, 2024

_____
NANCY FERRIGNO,
Clerk of the City of Clifton

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2024

_____
RAYMOND GRABOWSKI, Mayor

ITEM NUMBER: O- 7939-24

ITEM NAME: Bond Ordinance Providing for Various Sewer Utility Capital Improvements in and by the City of Clifton, County of Passaic, State of New Jersey Appropriating $8,050,000 Therefor and Authorizing the Issuance of $8,050,000 Bonds or Notes to Finance the Cost Thereof

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance	8/29/2024	Cover Memo

7939-24

BOND ORDINANCE PROVIDING FOR VARIOUS SEWER UTILITY CAPITAL IMPROVEMENTS IN AND BY THE CITY OF CLIFTON, IN THE COUNTY OF PASSAIC, STATE OF NEW JERSEY; APPROPRIATING $8,050,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $8,050,000 BONDS OR NOTES TO FINANCE THE COST THEREOF

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Sewer Utility (the "Sewer Utility) of the City of Clifton, in the County of Passaic, State of New Jersey (the "City") as general improvements. For the said improvements stated in Section 3, there is hereby appropriated the principal amount of $8,050,000. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"), no down payment is required as the Sewer Utility is self-liquidating.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the $8,050,000 appropriation, negotiable bonds of the City are hereby authorized to be issued in the principal amount of $8,050,000 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in a principal amount not exceeding $8,050,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, the Local Bond Law. The obligations authorized herein are deductible from gross debt of the City, as more fully described in Section 7(e) of this bond ordinance.

SECTION 3. The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued include, but are not limited to, as follows:

Description	Total Appropriation	Debt Authorization	Useful Life
(a) Sewer Line Replacement Program throughout the City as referenced on a list held in the City Engineer's office;	$2,000,000	$2,000,000	30 years
(b) Sanitary and sewer line improvements on all or a portions of Passaic Avenue and Allwood Road;	$500,000	$500,000	30 years

Description	Total Appropriation	Debt Authorization	Useful Life
(c) Rehabilitation of the Plog Brook Culvert from Brookside Drive to Sargeant Avenue;	$4,000,000	$4,000,000	15 years
(d) Various improvements and repairs to the Athenia Relief Storm Sewer;	$750,000	$750,000	15 years
(e) Flood mitigation improvements and repairs to Weasel Brook at Cambridge Crossing;	$200,000	$200,000	20 years
(f) Various emergency capital repairs and improvements, as applicable and necessary, throughout the sewer system in the City; and	$500,000	$500,000	15 years
(h) Section 20 Costs.	$100,000	$100,000	
TOTALS:	$8,050,000	$8,050,000	

All such improvements or purposes set forth in Section 3 shall include, but are not limited to, all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection, and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is $8,050,000.

The estimated cost of said improvements or purposes is $8,050,000.

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

contribution or grant in aid received by the City as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the City shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

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

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

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes for the Sewer Utility of the City, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 19.84 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City, as defined in the Local Bond Law, is increased by the authorization of the bonds or notes provided for in this bond ordinance by $8,050,000, but such amount shall constitute a deduction from gross debt to the extent permitted by law, and the obligations authorized herein will be within all debt limitations prescribed by said Local Bond Law.

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

(e) This bond ordinance authorizes obligations of the City solely for purposes described in N.J.S.A. 40A:2-7(h). The obligations authorized herein are to be issued for purposes that are deemed to be self-liquidating pursuant to N.J.S.A. 40A:2-47(a) and are deductible from gross debt pursuant to N.J.S.A. 40A:2-44(c).

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

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

SECTION 10. The Chief Financial Officer of the City is hereby authorized to prepare and to update from time to time, as necessary, a financial disclosure document to be distributed in connection with the sale of obligations of the City, which are authorized herein, and to execute such disclosure document on behalf of the City. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is, and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The City covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, the interest on all bonds and notes issued under this ordinance.

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

ADOPTED ON FIRST READING

DATED: September 3, 2024

_____
NANCY FERRIGNO,
Clerk of the City of Clifton

ADOPTED ON SECOND READING
DATED: September 17, 2024

_____
NANCY FERRIGNO,
Clerk of the City of Clifton

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2024

_____
RAYMOND GRABOWSKI, Mayor

ITEM NUMBER: R 413-24

ITEM NAME: Resolution: Approve Claims List Resolution for the September 3, 2024, City Council Meeting

RECOMMENDATION: Approve

SUMMARY:

To: Dominick Villano, City Manager

Please find the Bill List Resolution and supporting documents for your review and approval. I have reviewed all of the payment vouchers and recommend they all be approved by the City Council at the Council Meeting on September 3, 2024.
If you have any questions with the above, feel free to contact me.

Joseph D. Kunz
Chief Financial Officer

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Claims List	8/30/2024	Cover Memo

RESOLUTION
TO APPROVE
Claims to be paid the meeting of September 3rd, 2024
Meeting of September 3rd, 2024

Resolved that all claims on the attached sheets are approved as reasonable and proper claims against the City of Clifton.

Current Fund	$	18,253,161.44
Grant Fund	$	465,838.16
General Capital Fund	$	14,215.00
Sewer Utility -Operating	$	4,142.34
Sewer Utility-Capital	$	-
Developers Escrow	$	12,731.00
Dog Trust	$	586.88
Police Extra Duty	$	-
Trust Other	$	50,850.35
Section 8 Public Housing	$	1,359.00
Community Development	$	37,522.42
Tax Title Lien Redemption	$	-
Self Insurance	$	1,383,562.15
Fire Dedicated Penalties	$	-
Revolving Loan Fund	$	-
Tax Title Lien Redemption	$	-
Unemployment Trust Fund	$	-
Library	$	-
General Liability Trust	$	1,227.00
Workers Compensation Trust	$	-
Trust Escrow	$	-
Reserve for Housing	$	-
Federal DOJ Forfeiture	$	-
TOTAL CLAIMS	**$**	**20,225,195.74**

ADOPTED _____

ATTEST_____
Nancy Ferrigno, City Clerk

Report Printed *2024-08-30 09:28:11* CITY OF CLIFTON

List of Bills - (All Funds)

Meeting Date: 09/03/2024 For bills from 08/21/2024 to 09/03/2024

	Vendor	Description	Account	PO Payment	Check Total
		CDBG			
ACH	131 - **DIAL INC.**	**PO 56534 JULY - BLANKET PURCHASE ORDER D.I.A.L. Y**		2,333.33	
	17-201-20-116-200 Year 49 Public Services		2,333.33		**2,333.33**
	147 - **HARTMANN, JILL, PP, AICP**	**PO 56533 R190-24 - July/August 2024 - Care Act Fu**		2,520.00	
	17-201-20-112-000 CDBG Year 45		2,520.00		**2,520.00**
	7195 - **JUAN E. DULCE P. GONZALEZ**	**PO 54766 CHIP - 42 summit Ave - second grant paym**		1,575.00	
	17-201-20-110-000 CDBG Year 43		1,575.00		**1,575.00**
	527 - **KOTULAK & COMPANY, PC**	**PO 56536 R660-23 - July 2024 ACCTING & FINANCIAL**		1,947.66	
	17-201-20-116-400 Year 49 Planning & Programming Admin		1,947.66		**1,947.66**
	7271 - **MATIUR RAHMAN & RATHNA BEGUM**	**PO 56255 CHIP - 60 Stevens Rd - first grant payme**		493.13	
	17-201-20-110-000 CDBG Year 43		493.13		
		PO 56257 CHIP - 60 Stevens Rd - second grant paym		2,500.00	
	17-201-20-113-000 CDBG Year 46		2,500.00		
		PO 56259 CHIP - 60 Stevens Rd - third grant payme		2,500.00	
	17-201-20-113-000 CDBG Year 46		2,500.00		**5,493.13**
	5902 - **NORTHEAST & BUCKS CO.**	**PO 56535 R427-23 August - Community Development S**		700.00	
	17-201-20-116-400 Year 49 Planning & Programming Admin		700.00		**700.00**
	3814 - **POWER OF ONE CHRISTIAN COACHING & O**	**PO 56430 R352-22 - August CDBG-CV Food Distributi**		2,955.51	
	17-201-20-112-000 CDBG Year 45		2,955.51		**2,955.51**
	5184 - **SAINT PETER'S HAVEN**	**PO 56347 R098-24 JULY - ST. PETER'S COVID CARES F**		19,997.79	
	17-201-20-112-000 CDBG Year 45		19,997.79		**19,997.79**
		CLAIMS FUND			
	6193 - **ABSOLUTE AUTO AND FLAT GLASS**	**PO 56332 DPW-FLEET-INSTALLATION OF WINDOWS ON D.P**		550.00	
	01-201-26-315-200 Vehicle Maintenance - Expenses		550.00		**550.00**
ACH	4283 - **ACTION FIRE APPARATUS COMPANY, INC.**	**PO 56468 FIRE: R067-24 Scott Pak Repair**		272.70	
	01-201-25-265-200 Fire Department - Expenses		272.70		**272.70**

	7212 - **ADAMS,LATTIBOURDERE,CROOT & HERMAN, LLC**	**PO 56513**	**R283-24-Law Dept. - Adams, Lattiboudere,**		2,460.50		
	01-201-20-155-200 Legal Service - Expenses			2,460.50			**2,460.50**
	343 - **AGL WELDING SUPPLY CO., INC.**	**PO 56251**	**DPW - FACILITIES WELDING SUPPLIES IN SHO**		616.06		
	01-201-26-290-200 Building Department (DPW) - Expenses			616.06			**616.06**
	4294 - **AIRGAS USA, LLC**	**PO 56445**	**FIRE: Medical Oxygen Cylinders**		601.55		
	01-201-25-265-200 Fire Department - Expenses			601.55			
		PO 56524	**FIRE: Medical Oxygen Cylinders**		198.21		
	01-201-25-265-200 Fire Department - Expenses			198.21			**799.76**
	6583 - **ALVAREZ & MARSAL HOLDINGS LLC**	**PO 56659**	**Law Department - OCC v. 21st Century Fo**		75.05		
	01-201-20-155-200 Legal Service - Expenses			75.05			**75.05**
	800 - **AMBASSADOR MEDICAL SERVICES, INC.**	**PO 56515**	**DPW - ADMINISTRATION RANDOM DRUG/ALCOHOL**		460.00		
	01-201-26-300-200 Public Works Administration - Expenses			460.00			
		PO 56541	**SENIOR CENTER: RANDOM DRUG TEST**		60.00		
	01-201-27-336-200 Senior Citizens - Expenses			60.00			**520.00**
ACH	107 - **AMERICAN HOSE & HYDRAULIC CO., INC.**	**PO 56137**	**DPW - FLEET PTO REPAIR AND GEAR PUMP REP**		2,314.17		
	01-201-26-315-200 Vehicle Maintenance - Expenses			2,314.17			**2,314.17**
ACH	107 - **AMERICAN HOSE & HYDRAULIC CO., INC.**	**PO 56232**	**DPW-FLEET EMERGENCY REPAIR TO STUMP GRIN**		461.45		
	01-201-26-315-200 Vehicle Maintenance - Expenses			461.45			**461.45**
ACH	4446 - **AMERICAN WEAR UNIFORMS**	**PO 56439**	**R032-24 UNIFORM RENTAL CLEANING AND MANA**		2,971.94		
	01-201-26-300-200 Public Works Administration - Expenses			2,971.94			**2,971.94**
	1351 - **AQUARIUS SUPPLY**	**PO 56202**	**RECREATION: Supplies for General Parks**		817.73		
	01-201-27-370-200 Public Playgrounds and Rec - Expenses			817.73			**817.73**
ACH	6663 - **AT NORTHERN NEW JERSEY LLC**	**PO 56330**	**DPW-FLEET REPAIR PARTS FOR D.PW. 89 & V3**		1,267.44		
	01-201-26-315-200 Vehicle Maintenance - Expenses			1,267.44			**1,267.44**
	3899 - **AT&T Mobility LLC**	**PO 56521**	**National FirstNet Plan**		535.37		
	01-201-31-440-200 Telephone			535.37			**535.37**
	110 - **ATHENIA MASON SUPPLY, INC.**	**PO 56357**	**DPW - SEWER CATCH BASIN AND STORM WATER**		728.56		
	07-201-26-291-200 Sewer / Storm Systems - Expenses			728.56			**728.56**
	1009 - **BARTLETT GREEN HOUSES AND FLORIST**	**PO 55020**	**DPW - SHADE TREES - ANNUALS FOR VARIOUS**		340.00		
	01-201-28-300-200 Shade Tree - Expenses			340.00			**340.00**
	1009 - **BARTLETT GREEN HOUSES AND FLORIST**	**PO 55526**	**DPW - SHADE TREE FLOWERS FOR VARIOUS BED**		340.00		
	01-201-28-300-200 Shade Tree - Expenses			340.00			**340.00**

	1009 - **BARTLETT GREEN HOUSES AND FLORIST**	**PO 56647**	**DPW - SHADE TREE FLOWERS FOR VARIOUS BED**		170.00	
	01-201-28-300-200 Shade Tree - Expenses			170.00		**170.00**
ACH	114 - **BENECARD SERVICES, INC.**	**PO 56621**	**R594-23 - September 2024 Prescriptions**		503,680.87	
	21-201-20-100-000 Employee Group Health			503,680.87		**503,680.87**
	1958 - **BIRCH LUMBER CO., INC.**	**PO 54840**	**DPW - SEWER LATTERI PARK STORM WATER PRO**		215.73	
	07-201-26-291-200 Sewer / Storm Systems - Expenses			215.73		**215.73**
ACH	3706 - **BOSWELL ENGINEERING, INC.**	**PO 56593**	**R452-23 PLOG BROOK CULVERT REHABILITATIO**		932.00	
	02-213-40-724-500 Infrastructure			932.00		**932.00**
	117 - **BRUNO ASSOCIATES, INC.**	**PO 56429**	**R093-24 - August - Grant Consultant June**		4,166.66	
	01-201-20-100-200 City Manager - Expenses			4,166.66		**4,166.66**
ACH	3234 - **BURNS, VIVIAN**	**PO 56598**	**RECREATION: Instructor Payment for Summe**		3,360.00	
	15-286-56-005-000 Recreation Trust Accounts			3,360.00		**3,360.00**
ACH	2307 - **BUY WISE AUTO PARTS**	**PO 56217**	**DPW-FLEET-VEHICLE BATTERIES**		1,297.28	
	01-201-26-315-200 Vehicle Maintenance - Expenses			1,297.28		**1,297.28**
	401 - **CABLEVISION SYSTEMS CORP**	**PO 56507**	**8/16/24 - 9/15/24 - CPD 475 Valley Rd- a**		160.94	
	01-201-31-440-200 Telephone			160.94		**160.94**
	401 - **CABLEVISION SYSTEMS CORP**	**PO 56617**	**8/23/24 - 9/22/24 - MIS account: 07870-1**		198.89	
	01-201-31-440-200 Telephone			198.89		**198.89**
	401 - **CABLEVISION SYSTEMS CORP**	**PO 56619**	**08/23/24 - 9/22/24 - MIS Modem. account:**		155.21	
	01-201-31-440-200 Telephone			155.21		**155.21**
	7085 - **Canon Financial Services Inc**	**PO 56481**	**R013-24 - July Usage / August Contract C**		5,318.63	
	01-201-20-130-200 Financial Administration - Expense			5,318.63		**5,318.63**
ACH	2584 - **CCP INDUSTRIES**	**PO 56387**	**DPW-FLEET-RAGS FOR SHOP**		682.92	
	01-201-26-315-200 Vehicle Maintenance - Expenses			682.92		**682.92**
	360 - **CENTRAL SUPPLY, INC.**	**PO 56045**	**DPW-SEWER DIVISION, CEMENT TRUCK CHUTE**		878.05	
	07-201-26-291-200 Sewer / Storm Systems - Expenses			878.05		**878.05**
ACH	2456 - **CHENOSA SYSTEMS CORP.**	**PO 56582**	**FIRE: ProPhoenix User Conference Registr**		1,640.00	
	01-201-25-265-200 Fire Department - Expenses			1,640.00		**1,640.00**
ACH	5899 - **CLEAN AIR COMPANY, INC.**	**PO 53637**	**DPW - FACILITIES ANNUAL CONTRACT FOR EXH**		2,126.30	
	01-201-26-290-200 Building Department (DPW) - Expenses			2,126.30		**2,126.30**

	2182 - **CLIFTON BOARD OF EDUCATION, TRANSPO**	**PO 56548**	**RECREATION: Transportation for Summer Ca**			2,875.00	
	15-286-56-005-000 Recreation Trust Accounts			2,875.00			**2,875.00**
	245 - **CUELLAR LLC**	**PO 56544**	**RECREATION: Food for Family Campout**			191.24	
	15-286-56-005-000 Recreation Trust Accounts			191.24			
		PO 56545	**RECREATION: Supplies for Family Campout**			18.10	
	15-286-56-005-000 Recreation Trust Accounts			18.10			**209.34**
ACH	237 - **DAGINAWALA, BANU**	**PO 56573**	**Court: Indian/Pakistani Interpreting Se**			265.00	
	01-201-43-490-200 Municipal Court - Expenses			265.00			**265.00**
ACH	131 - **DIAL INC.**	**PO 56595**	**R015-24 - Agreement between City of Clif**			1,000.00	
	01-201-27-336-200 Senior Citizens - Expenses			1,000.00			**1,000.00**
ACH	683 - **DUJETS CORPORATION**	**PO 55019**	**DPW - SHADE TREE REPAIR PARTS FOR STUMPE**			870.98	
	01-201-28-300-200 Shade Tree - Expenses			870.98			**870.98**
ACH	683 - **DUJETS CORPORATION**	**PO 55060**	**DPW - SHADE TREE CHAIN SAW FOR TREE CREW**			859.99	
	01-201-28-300-200 Shade Tree - Expenses			859.99			**859.99**
ACH	683 - **DUJETS CORPORATION**	**PO 55693**	**DPW - SHADE TREE REPLACE ENGINE ON THE C**			546.23	
	01-201-28-300-200 Shade Tree - Expenses			546.23			**546.23**
ACH	133 - **EMSL ANALYTICAL, INC.**	**PO 56600**	**R012-24- HEALTH: LEAD DWELLING INSPECTIO**			914.10	
	15-286-56-028-000 Lead-Based Paint Inspections			914.10			**914.10**
ACH	133 - **EMSL ANALYTICAL, INC.**	**PO 56603**	**R012-24- HEALTH: LEAD DWELLING INSPECTIO**			903.90	
	15-286-56-028-000 Lead-Based Paint Inspections			903.90			**903.90**
	4149 - **ENVELOPES & PRINTED PRODUCTS, INC.**	**PO 55821**	**Tax Collector - # 10 Window Envelopes Se**			120.00	
	07-201-26-291-200 Sewer / Storm Systems - Expenses			120.00			**120.00**
	848 - **FAIRFIELD MAINTENANCE, INC.**	**PO 56563**	**DPW-FACILITIES- UST A&B OPERATOR & MONTH**			345.00	
	01-201-26-290-200 Building Department (DPW) - Expenses			345.00			
		PO 56591	**DPW - FACILITIES REMOVE EXCESSIVE AMOUNT**			70.00	
	01-201-26-290-200 Building Department (DPW) - Expenses			70.00			
		PO 56594	**DPW-FACILITIES- UST A&B OPERATOR & MONTH**			345.00	
	01-201-26-290-200 Building Department (DPW) - Expenses			345.00			**760.00**
	455 - **FEDEX**	**PO 56469**	**HEALTH: POSTAGE FOR LEAD DWELLING INSPEC**			397.16	
	02-213-40-702-000 Health Department Grant Expenditures			397.16			**397.16**
ACH	1287 - **FILE BANK INC**	**PO 56531**	**Bldg Dept: Offsite Plan Storage - Septe**			210.12	
	01-201-22-195-200 Construction Code - Expenses			210.12			**210.12**
ACH	136 - **FOLEY, INC.**	**PO 56175**	**DPW-FLEET REPAIR PARTS FOR D.P.W. 153 AN**			1,449.76	
	01-201-26-315-200 Vehicle Maintenance - Expenses			1,449.76			**1,449.76**

ACH	136 - **FOLEY, INC.**	**PO 56579**	**DPW - GROUNDS - TOOLS AND WORK EQUIPMENT**		1,160.12		
	01-201-28-375-200 Maintenance of Parks - Expenses			1,160.12		1,160.12	**1,160.12**
ACH	7232 - **FOODS FOR JUNIORS, INC.**	**PO 56214**	**SENIOR TRIPS: LUNCHEON FOR TRIP ON 10-1**		1,297.65		
	15-286-56-013-000 Clifton Senior Culture Trips			1,297.65		1,297.65	**1,297.65**
	332 - **GANN LAW BOOKS, INC.**	**PO 56488**	**Law Department - Subscription Renewal**		191.00		
	01-201-20-155-200 Legal Service - Expenses			191.00		191.00	**191.00**
	5840 - **GANNETT, CO, LLC**	**PO 56630**	**Acct: 1184288 July Newspaper Ads for Zon**		117.33		
	01-201-21-180-200 Zoning and Planning - Expenses			117.33		117.33	**117.33**
ACH	952 - **GATES FLAG AND BANNER CO., INC.**	**PO 56343**	**CITY MANAGER: FLAG**		51.36		
	01-201-20-100-200 City Manager - Expenses			51.36		51.36	**51.36**
ACH	4995 - **GLOBAL INDUSTRIAL**	**PO 56309**	**RECREATION: Water Filter for CRC**		303.96		
	15-286-56-005-000 Recreation Trust Accounts			303.96		303.96	**303.96**
	1278 - **GMIS INTERNATIONAL**	**PO 56457**	**GMIS 2024/2025 Membership**		125.00		
	01-201-20-140-200 Management Info Systems - Expenses			125.00		125.00	**125.00**
	2839 - **Government Finance Officers Assoc.**	**PO 56672**	**Membership Renewal for City**		640.00		
	01-201-20-130-200 Financial Administration - Expense			640.00		640.00	**640.00**
ACH	183 - **GRAINGER**	**PO 55542**	**R259-23-DPW - ROADS TOOLS AND EQUIPMENT**		580.84		
	01-201-26-292-200 Roads Department - Expenses			580.84		580.84	**580.84**
ACH	183 - **GRAINGER**	**PO 56037**	**R280-24 - FACILITIES AIR CONDITIONING FO**		1,309.65		
	01-201-26-290-200 Building Department (DPW) - Expenses			1,309.65		1,309.65	**1,309.65**
ACH	183 - **GRAINGER**	**PO 56284**	**R280-24 -HEALTH: ANIMAL CONTROL 2024**		294.06		
				294.06		294.06	**294.06**
ACH	183 - **GRAINGER**	**PO 56295**	**FIRE: 24-138 Fire Dept. Tools and Mainte**		225.70		
	01-201-25-265-200 Fire Department - Expenses			225.70		225.70	**225.70**
ACH	183 - **GRAINGER**	**PO 56346**	**R280-24 RECREATION: Outlets for Anzaldi**		103.74		
	15-286-56-005-000 Recreation Trust Accounts			103.74		103.74	**103.74**
	6948 - **GREENMAN-PEDERSEN, INC.**	**PO 56610**	**R302-23-Professional Engineering Design**		18,285.00		
	02-213-40-700-000 Engineering Dept. Grant Expenditures			18,285.00		18,285.00	**18,285.00**
	481 - **HACKENSACK AUTO SPRING &**	**PO 56022**	**DPW-FLEET FURNISH AND INSTALL REAR SPRIN**		3,738.00		
	01-201-26-315-200 Vehicle Maintenance - Expenses			3,738.00		3,738.00	**3,738.00**

ACH	1030 - **HALE TRAILER BRAKE & WHEEL, INC.**	**PO 56562**	**DPW - CLEAN COMMUNITIES 2024 PURCHASE OR**		425.00	
	02-213-40-706-000 Public Works Grant Expenditures			425.00		**425.00**
	6937 - **HEALTHIER NEW JERSEY INSURANCE COMP**	**PO 56622**	**September 2024 Braven Health - 2024 Blan**		8,857.29	
	21-201-20-100-000 Employee Group Health			8,857.29		**8,857.29**
ACH	6427 - **HR Management, LLC**	**PO 56453**	**07661-21 - Lease - 207 Parker Avenue - 5**		8,668.74	
	01-201-27-330-200 Health and Welfare - Expenses			8,668.74		**8,668.74**
	190 - **INSPIRING KIDS INC**	**PO 56529**	**RECREATION: Summer Specialty Camp**		3,800.00	
	15-286-56-005-000 Recreation Trust Accounts			3,800.00		**3,800.00**
	2670 - **JCW INC DBA/ SPORT CARE SFM**	**PO 56066**	**RECREATION: Anzaldi Field Repairs**		3,775.00	
	01-201-27-370-200 Public Playgrounds and Rec - Expenses			3,775.00		**3,775.00**
ACH	1001 - **JOHN KEVIN McDUFFIE, J.M.C.**	**PO 56612**	**Court: Acting Judge for 8.22.2024 1pm**		275.00	
	01-201-43-490-200 Municipal Court - Expenses			275.00		**275.00**
	3203 - **JOHNNY ON THE SPOT LLC**	**PO 55847**	**RECREATION: Port-a-John for Fireworks**		161.26	
	15-286-56-007-000 Civic Events			161.26		
		PO 55848	**RECREATION: Portable Restroom for Surgen**		57.16	
	15-286-56-005-000 Recreation Trust Accounts			57.16		
		PO 56642	**REC: Portable Restrooms Parks/Fields May**		918.82	
	15-286-56-005-000 Recreation Trust Accounts			918.82		**1,137.24**
	3203 - **JOHNNY ON THE SPOT LLC**	**PO 56643**	**REC: Portable Restrooms Parks/Fields Jul**		611.84	
	15-286-56-005-000 Recreation Trust Accounts			611.84		**611.84**
ACH	5316 - **KELLIE M. REYES**	**PO 56461**	**Court: DWI Special Session - Acting Pro**		250.00	
	02-213-40-703-000 Municipal Court Grant Expenditures			250.00		**250.00**
ACH	594 - **KEV SECURITY, INC.**	**PO 56489**	**FIRE: KEV Security Service Calls**		1,087.50	
	01-201-25-265-200 Fire Department - Expenses			1,087.50		**1,087.50**
ACH	594 - **KEV SECURITY, INC.**	**PO 56606**	**DPW - FACILITIES SERVICES RENDERED AT AR**		100.00	
	01-201-26-290-200 Building Department (DPW) - Expenses			100.00		**100.00**
	7214 - **LADDEY,CLARK & RYAN LLP**	**PO 56462**	**R286-24 - Legal Services**		480.00	
	01-201-20-105-200 Personnel - Expenses			480.00		**480.00**
	3430 - **LATIANO, KIM**	**PO 56599**	**RECREATION: Entertainment for Food Truck**		599.00	
	15-286-56-007-000 Civic Events			599.00		**599.00**
	712 - **LERCH, VINCI & BLISS, LLP**	**PO 56492**	**R628-23 City of Clifton Budget**		1,005.00	
	07-201-20-135-200 Auditing Expense			1,005.00		

			PO 56492	R628-23 City of Clifton Budget		1,500.00	
	01-201-20-135-200	Auditing Expense			1,500.00		
			PO 56493	R628-23 Police Military Pay		4,940.00	
	01-201-20-105-200	Personnel - Expenses			4,940.00		7,445.00
	6386 - LIGHTHOUSE COMMUNICATION INC		PO 56486	MIS Dept. Voice POTS lines converted to		1,252.50	
	01-201-20-140-200	Management Info Systems - Expenses			1,252.50		1,252.50
	6386 - LIGHTHOUSE COMMUNICATION INC		PO 56551	MIS Dept - Fax Line repair		180.00	
	01-201-20-140-200	Management Info Systems - Expenses			180.00		180.00
	6807 - MANAGEMENT COMPUTER SERVICES INC.		PO 56355	July PHA-Web PIC Submissions		75.00	
	16-289-56-081-000	Section 8 Spending Reserves			75.00		75.00
ACH	6819 - MARIE LUPO		PO 56540	HEALTH: LEAD PROFESSIONAL SERVICES RENDE		920.00	
	01-201-27-330-200	Health and Welfare - Expenses			920.00		920.00
ACH	4018 - MARRONE PEST MANAGEMENT SERVICES LLC		PO 56494	RECREATION: RELEASE - Monthly Pest Contr		320.00	
	01-201-27-370-200	Public Playgrounds and Rec - Expenses			320.00		320.00
ACH	4018 - MARRONE PEST MANAGEMENT SERVICES LLC		PO 56556	HEALTH: SERVICES AUG 2024		204.00	
	01-201-27-330-200	Health and Welfare - Expenses			204.00		204.00
	5876 - MAYDA E. LYON		PO 56459	Court: Turkish Interpreting Services		240.00	
	01-201-43-490-200	Municipal Court - Expenses			240.00		240.00
	2601 - MEOLA, JOHN F.		PO 56460	Court: Acting Judge for DWI Special Ses		275.00	
	02-213-40-703-000	Municipal Court Grant Expenditures			275.00		275.00
	637 - MGL FORMS-SYSTEMS, LLC		PO 56126	Sewer Late Notices		1,091.00	
	07-201-26-291-200	Sewer / Storm Systems - Expenses			1,091.00		
			PO 56128	Late Delinquent Tax Notices		1,091.00	
	01-201-20-150-200	Tax Collector - Expenses			1,091.00		2,182.00
ACH	7233 - MKD Property Maintenance LLC		PO 55980	RECREATION: Asbestos Abatement for Surge		3,480.00	
	04-215-55-954-700	Recreation Improvements 7311-16			3,480.00		3,480.00
	6892 - MUNICIPAL MEDIA CORP.		PO 56660	DPW - RECYCLING CLEAN COMMUNITIES - COMM		2,600.00	
	02-213-40-706-000	Public Works Grant Expenditures			2,600.00		2,600.00
	272 - NATIONAL FUEL OIL INC		PO 56576	R586-23 - DPW - DIESEL FUEL		19,142.09	
	01-201-31-447-200	Fuel Oil - Diesel and Heating Oil			19,142.09		
			PO 56656	R586-23 - DPW - DIESEL FUEL		12,712.26	
	01-203-31-447-200	(2023) Fuel Oil - Diesel and Heating Oil			12,712.26		
			PO 56657	R586-23 - DPW - DIESEL FUEL		12,521.28	
	01-201-31-447-200	Fuel Oil - Diesel and Heating Oil			12,521.28		44,375.63

	6951 - **NATIONAL HIGHWAY PRODUCTS INC**	**PO 56359**	**R306-24 POLICE DEPT - LEFT TURN PROHIB**			75.15	
	01-201-25-240-200 Police Department - Expenses				75.15		
		PO 56375	**R306-24 POLICE DEPT - WARNING~ "NO SEM**			114.63	
	01-201-25-240-200 Police Department - Expenses				114.63		**189.78**
ACH	215 - **NEGLIA ENGINEERING ASSOCIATES**	**PO 53261**	**RECREATION: Main Memorial Project**			8,060.00	
	04-215-55-959-700 Recreation Dept Projects 7471-18				8,060.00		**8,060.00**
ACH	215 - **NEGLIA ENGINEERING ASSOCIATES**	**PO 56609**	**R163-24: Morris Canal Drainage Improvem**			5,715.00	
	02-213-40-700-000 Engineering Dept. Grant Expenditures				5,715.00		**5,715.00**
ACH	215 - **NEGLIA ENGINEERING ASSOCIATES**	**PO 56616**	**R481-23 CONSTRUCTION MANAGEMENT SERVICES**			5,701.98	
	02-213-40-724-500 Infrastructure				5,701.98		**5,701.98**
ACH	215 - **NEGLIA ENGINEERING ASSOCIATES**	**PO 56650**	**Developers Escrow Project**			8,938.50	
	12-286-56-851-000 Developer Escrows				1,691.50		
	12-286-56-851-000 Developer Escrows				199.00		
	12-286-56-851-000 Developer Escrows				864.00		
	12-286-56-851-000 Developer Escrows				497.50		
	12-286-56-851-000 Developer Escrows				769.00		
	12-286-56-851-000 Developer Escrows				1,973.00		
	12-286-56-851-000 Developer Escrows				1,257.50		
	12-286-56-851-000 Developer Escrows				1,687.00		**8,938.50**
ACH	215 - **NEGLIA ENGINEERING ASSOCIATES**	**PO 56652**	**Developers Escrow Project**			3,212.50	
	12-286-56-851-000 Developer Escrows				3,212.50		**3,212.50**
	868 - **NEW JERSEY STATE LEAGUE OF MUNICIPA**	**PO 56454**	**Clerk's Office - OPRA Seminar**			45.00	
	01-201-20-120-200 City Clerk - Expenses				45.00		
		PO 56509	**DPW - ADMIN. - 109TH LEAGUE OF MUNICIPAL**			120.00	
	01-201-26-300-200 Public Works Administration - Expenses				120.00		**165.00**
	3559 - **NEW TRIMBLE AUTO BODY**	**PO 56503**	**POLICE: DOI 5-02-2024 PHD-0786-24 - File**			1,000.00	
	27-201-20-500-000 Deductables				1,000.00		**1,000.00**
	1389 - **NICOLETTE AUTO BODY WORKS, INC.**	**PO 56654**	**DPW - FLEET TOW SERVICES FOR ENGINE-8 FO**			500.00	
	01-201-26-315-200 Vehicle Maintenance - Expenses				500.00		**500.00**
	492 - **OLD DOMINION BRUSH CO**	**PO 56225**	**DPW-FLEET-SWEEPER MAIN BROOMS**			3,089.22	
	01-201-26-315-200 Vehicle Maintenance - Expenses				3,089.22		**3,089.22**
ACH	5666 - **ONLINE COMPUTERS AND COMMUNICATIONS**	**PO 56498**	**POLICE DEPT. - 2024 PD COMPUTER NETWORK**			8,400.00	
	01-201-25-240-200 Police Department - Expenses				8,400.00		**8,400.00**
	4173 - **PARTAC PEAT CORPORATION**	**PO 56003**	**DPW - GROUNDS PRO'S CHOICE RAPID DRY FOR**			692.07	
	01-201-28-375-200 Maintenance of Parks - Expenses				692.07		**692.07**
	1327 - **PATTERSON DENTAL**	**PO 56471**	**HEALTH: SUPPLIES DENTAL CLINIC 2024**			1,274.96	

	01-201-27-330-200	Health and Welfare - Expenses			1,274.96		**1,274.96**
	209 - **PAULISON CAR WASH & DETAILING INC.**		**PO 56490**	**Bldg Dept - Building Inspector Vehicle C**		250.00	
	01-201-22-195-200	Construction Code - Expenses			250.00		
			PO 56514	**DPW - FLEET CAR WASHES FOR JUNE-JULY**		1,246.00	
	01-201-26-315-200	Vehicle Maintenance - Expenses			1,246.00		**1,496.00**
	232 - **PLACKO SIGNS, LLC**		**PO 55832**	**Above door hallway sign for Finance Depa**		104.00	
	07-201-26-292-200	Sewer Utility Allocations - Other Exp.			104.00		**104.00**
	2725 - **POSITIVE PROMOTIONS**		**PO 54651**	**HEALTH: OFFICE SUPPLIES FOCUS AWARDS 202**		973.78	
	01-201-27-330-200	Health and Welfare - Expenses			973.78		**973.78**
ACH	212 - **PRECISION COMPUTER OF FORT LEE, INC**		**PO 54581**	**R511-23-DPW - FACILITIES RELOCATE ROUTER**		729.00	
	01-201-26-290-200	Building Department (DPW) - Expenses			729.00		**729.00**
ACH	212 - **PRECISION COMPUTER OF FORT LEE, INC**		**PO 56151**	**R511-23- COMPUTER PURCHASES THROUGH LOCA**		1,699.00	
	02-213-40-702-000	Health Department Grant Expenditures			1,699.00		**1,699.00**
ACH	212 - **PRECISION COMPUTER OF FORT LEE, INC**		**PO 56273**	**R511-23- MIS Dept. Accessories/upgrades**		1,055.85	
	01-201-20-140-200	Management Info Systems - Expenses			1,055.85		**1,055.85**
ACH	4772 - **PRINT & MAIL COMMUNICATIONS LLC.**		**PO 56420**	**Tax Collector - 2024-2025 Bills Edmunds**		6,078.00	
	01-201-20-150-200	Tax Collector - Expenses			6,078.00		**6,078.00**
	6251 - **PRO CAP 8, LLC**		**PO 56495**	**Tax Lien Redemption B#20.18 L# 3 Cert**		1,411.50	
					1,411.50		
			PO 56495	**Tax Lien Redemption B#20.18 L# 3 Cert**		2,000.00	
					2,000.00		**3,411.50**
	167 - **PSE&G**		**PO 56525**	**June 2024 - Current Charges - Acct # 13**		76,022.26	
	01-201-31-435-200	Street Lighting			75,228.79		
	01-201-31-430-200	Electricity			793.47		**76,022.26**
	167 - **PSE&G**		**PO 56528**	**June 2024 - Current Charges - Acct 13 01**		24,549.00	
	01-201-31-430-200	Electricity			24,179.39		
	01-201-31-435-200	Street Lighting			369.61		**24,549.00**
	167 - **PSE&G**		**PO 56539**	**July 2024 - Current Charges - Acct # 42**		20,571.49	
	01-201-31-430-200	Electricity			20,561.88		
	01-201-31-435-200	Street Lighting			9.61		**20,571.49**
	167 - **PSE&G**		**PO 56552**	**July 2024 - Current Charges - Acct # 13**		112.18	
	01-201-31-430-200	Electricity			112.18		**112.18**
	167 - **PSE&G**		**PO 56553**	**July 2024 - Current Charges - Acct # 65**		79.58	
	01-201-31-430-200	Electricity			79.58		**79.58**

	167 - **PSE&G**	**PO 56574**	**July 2024 - Current Charges - Acct # 77**			1,098.67	
	01-201-31-430-200 Electricity			1,098.67			**1,098.67**
ACH	169 - **RACHLES/MICHELE'S OIL CO., INC.**	**PO 56572**	**R473-23 - UNLEADED GASOLINE**			36,291.95	
	01-201-31-460-200 Gasoline			36,291.95			**36,291.95**
ACH	945 - **RAINBOW CLEANERS**	**PO 56470**	**FIRE: FD Gear Cleaning**			125.00	
	01-201-25-265-200 Fire Department - Expenses			125.00			**125.00**
ACH	945 - **RAINBOW CLEANERS**	**PO 56549**	**FIRE: HazMat FD Gear Cleaning**			246.00	
	01-201-25-265-200 Fire Department - Expenses			246.00			**246.00**
ACH	3056 - **ROSENBERG & ASSOCIATES**	**PO 56569**	**Law Dept. - Phelan v. Cliflake Associate**			227.00	
	27-201-20-400-000 Other Expenses			227.00			**227.00**
	1016 - **RUTGERS, THE STATE UNIVERSITY OF NJ**	**PO 50221**	**DPW - RECYCLING - NJ RECYCLING CERT. PRO**			1,956.00	
	02-213-40-706-000 Public Works Grant Expenditures			1,956.00			**1,956.00**
	3036 - **SHI International Corp.**	**PO 52227**	**Municity**			18,342.24	
				18,342.24			
		PO 52228	**Municity**			9,171.12	
				9,171.12			
		PO 56602	**R355-24 -Spatial Data Logic Enterprise L**			86,832.00	
	01-201-26-300-200 Public Works Administration - Expenses			11,256.00			
	01-201-27-330-200 Health and Welfare - Expenses			20,904.00			
	01-201-21-180-200 Zoning and Planning - Expenses			17,688.00			
	01-201-20-100-200 City Manager - Expenses			3,216.00			
	01-201-20-145-200 Tax Assessor - Expenses			6,432.00			
	01-201-22-195-200 Construction Code - Expenses			27,336.00			**114,345.36**
ACH	7177 - **SITEONE LANDSCAPE SUPPLY LLC**	**PO 54484**	**R213-24 - DPW - TREES FOR NJDEP REFOREST**			38,983.02	
	02-213-40-706-000 Public Works Grant Expenditures			38,983.02			**38,983.02**
	2488 - **SKYLANDS AREA FIRE EQUIPMENT AND TR**	**PO 55155**	**FIRE: FD Gear**			2,675.00	
	04-215-55-974-300 Fire Department Projects 7754-22			2,675.00			**2,675.00**
	7136 - **STATE LINE CONSTRUCTION COMPANY INC.**	**PO 53710**	**R089-24: CULVERT REPLACEMENT WEASEL BRO**			388,619.00	
	02-213-40-724-500 Infrastructure			388,619.00			**388,619.00**
	7093 - **SWEET & BENNETT LLC**	**PO 56440**	**PROFESSIONAL SERVICES AS COUNSEL SECRETA**			1,200.00	
	01-201-21-180-200 Zoning and Planning - Expenses			1,200.00			
		PO 56530	**ESCROW PAYMENTS FOR THE ZONING BOARD**			580.00	
	12-286-56-851-000 Developer Escrows			580.00			**1,780.00**
	7247 - **Tadeusz Jedlinski MD**	**PO 56580**	**HEALTH: CLINICAL PROFESSIONAL SERVICES R**			600.00	
	01-201-27-330-200 Health and Welfare - Expenses			600.00			**600.00**

	5488 - **THE GREEN-WOOD HISTORIC FUND**	**PO 56149**	**SENIOR TRIPS: GREEN-WOOD CEMETERY TRIP**			700.00	
	15-286-56-013-000 Clifton Senior Culture Trips			700.00			**700.00**
	6640 - **THE GRIT NINJA LLC**	**PO 55945**	**RECREATION: Ninja Warrior Camp**			2,600.00	
	15-286-56-005-000 Recreation Trust Accounts			2,600.00			**2,600.00**
ACH	3149 - **THE NELROD COMPANY**	**PO 56537**	**Housing - 2nd Increment - 2025 Five-Year**			1,284.00	
	16-289-56-081-000 Section 8 Spending Reserves			1,284.00			**1,284.00**
	5100 - **TIGRIS AQUATIC SERVICES LLC**	**PO 56644**	**R140-24 - DPW - AUGUST GROUNDS ANNUAL PO**			2,000.00	
	01-201-28-375-200 Maintenance of Parks - Expenses			2,000.00			**2,000.00**
ACH	320 - **TILCON NEW YORK, INC.**	**PO 55620**	**DPW - ROADS HOT ASPHALT MIX - OFF OF THE**			167.42	
	01-201-26-292-200 Roads Department - Expenses			167.42			**167.42**
ACH	320 - **TILCON NEW YORK, INC.**	**PO 55622**	**DPW - ROADS HOT ASPHALT MIX - OFF OF THE**			165.32	
	01-201-26-292-200 Roads Department - Expenses			165.32			**165.32**
ACH	320 - **TILCON NEW YORK, INC.**	**PO 55623**	**DPW - ROADS HOT ASPHALT MIX - OFF OF THE**			185.14	
	01-201-26-292-200 Roads Department - Expenses			185.14			**185.14**
ACH	320 - **TILCON NEW YORK, INC.**	**PO 55624**	**DPW - ROADS HOT ASPHALT MIX - OFF OF THE**			157.38	
	01-201-26-292-200 Roads Department - Expenses			157.38			**157.38**
ACH	6509 - **UGI ENERGY SERVICES, LLC**	**PO 56561**	**July 2024 - Utilities**			317.97	
	01-201-31-430-200 Electricity			317.97			**317.97**
ACH	348 - **V.E. RALPH & SON, INC.**	**PO 56519**	**FIRE: R354-24 Procurement of Medical and**			1,363.00	
	01-201-25-265-200 Fire Department - Expenses			1,363.00			**1,363.00**
ACH	348 - **V.E. RALPH & SON, INC.**	**PO 56592**	**FIRE: R354-24 Procurement of Medical and**			476.43	
	01-201-25-265-200 Fire Department - Expenses			476.43			**476.43**
	2112 - **VERIZON COMMUNICATIONS INC.**	**PO 56506**	**8/14/24 - 9/13/24 - DPW Account#655-633-**			299.90	
	01-201-31-440-200 Telephone			299.90			
		PO 56508	**8/12/24 - 9/11/24 - OEM Garage Account#**			299.00	
	01-201-31-440-200 Telephone			299.00			
		PO 56526	**8/16/24 - 9/15/24 - Fire Station 5 Accou**			297.75	
	01-201-31-440-200 Telephone			297.75			
		PO 56596	**8/19/24 - 9/18/24 - Fire Station 6 Accou**			154.00	
	01-201-31-440-200 Telephone			154.00			
		PO 56597	**8/18/24 - 9/17/24 - CPD-GB2 Account#656-**			234.00	
	01-201-31-440-200 Telephone			234.00			
		PO 56618	**8/19/24 - 9/18/24 - Fire Station 3 Accou**			504.97	
	01-201-31-440-200 Telephone			504.97			
		PO 56620	**8/14/24 - 9/13/24 - Flag Barn Account# 4**			84.96	
	01-201-31-440-200 Telephone			84.96			
		PO 56676	**8/22/24 - 9/21/24 - City of Clifton GB A**			304.00	

	01-201-31-440-200 Telephone			304.00		**2,178.58**
	2112 - **VERIZON COMMUNICATIONS INC.**	**PO 56677**	**8/22/24 - 9/21/24 - TeleCO Room Account#**		294.00	
	01-201-31-440-200 Telephone			294.00		**294.00**
	179 - **VERIZON WIRELESS**	**PO 56678**	**7/22/24 - 8/21/24 - Clifton Police accou**		3,766.23	
	01-201-31-440-200 Telephone			3,766.23		**3,766.23**
ACH	387 - **W. B. MASON CO, INC.**	**PO 56193**	**Finance: R242-24 Office Supplies #S14496**		211.32	
	01-201-20-130-200 Financial Administration - Expense			211.32		**211.32**
ACH	387 - **W. B. MASON CO, INC.**	**PO 56252**	**R242-24 Personnel Office Supplies-S14337**		62.69	
	01-201-20-105-200 Personnel - Expenses			62.69		**62.69**
ACH	387 - **W. B. MASON CO, INC.**	**PO 56271**	**R242-24-HEALTH: OFFICE SUPPLIES 2024 / A**		708.28	
	01-201-27-330-200 Health and Welfare - Expenses			708.28		
		PO 56271	**R242-24-HEALTH: OFFICE SUPPLIES 2024 / A**		292.82	
				292.82		**1,001.10**
ACH	387 - **W. B. MASON CO, INC.**	**PO 56279**	**R242-24-WB Mason Supply Order Housing/Zo**		192.49	
	01-201-21-180-200 Zoning and Planning - Expenses			192.49		**192.49**
ACH	387 - **W. B. MASON CO, INC.**	**PO 56386**	**R242-24: ENGINEERING: SUPPLIES - STATE**		131.26	
	01-201-20-165-200 Engineering Services - Expenses			131.26		**131.26**
ACH	387 - **W. B. MASON CO, INC.**	**PO 56478**	**R242-24 CITY MANAGER: OFFICE SUPPLIES -**		441.97	
	01-201-20-100-200 City Manager - Expenses			441.97		**441.97**
ACH	231 - **W.E. TIMMERMAN CO., INC.**	**PO 56407**	**DPW-R015-23 - FLEET-REPAIR PARTS FOR SWE**		2,347.70	
	01-201-26-315-200 Vehicle Maintenance - Expenses			2,347.70		**2,347.70**
ACH	394 - **WALLINGTON PLUMBING SUPPLY**	**PO 54014**	**DPW - FACILITIES REPAIR PARTS TO TOILETS**		1,035.44	
	01-201-26-290-200 Building Department (DPW) - Expenses			1,035.44		**1,035.44**
ACH	394 - **WALLINGTON PLUMBING SUPPLY**	**PO 56198**	**DPW - FACILITIES REPAIR PARTS FOR POLICE**		180.37	
	01-201-26-290-200 Building Department (DPW) - Expenses			180.37		**180.37**
	1993 - **WEST PUBLISHING CORP. / THOMSON REU**	**PO 56613**	**Court: NJ Criminal and Motor Vehicle La**		774.10	
	01-201-43-490-200 Municipal Court - Expenses			774.10		**774.10**
	1209 - **WILLIAMSBURG SOUTH CONDO ASSOC.**	**PO 56480**	**2023 Municipal Reimbursement**		51,700.48	
	01-201-26-325-200 Condo Services Act - Expenses			51,700.48		**51,700.48**
ACH	4209 - **WITMER PUBLIC SAFETY GROUP INC**	**PO 56168**	**FIRE: Annual Fit Test Machine Calibratio**		1,085.00	
	01-201-25-265-200 Fire Department - Expenses			1,085.00		**1,085.00**

7073 - **WSFS C/F Actlien Holding**	**PO 56418**	**Tax Lien Redemption**	**B# 78.01 L# 22 Cer**	13,791.19	
			13,791.19		
	PO 56418	**Tax Lien Redemption**	**B# 78.01 L# 22 Cer**	25,400.00	
			25,400.00		**39,191.19**
1384 - **ZIP PRINTING & COPY CENTER**	**PO 56466**	**RECREATION: Summer Camp Printing**		825.00	
15-286-56-005-000 Recreation Trust Accounts			825.00		**825.00**
TOTAL					**1,596,600.59**

Total to be paid from Fund 01 CURRENT FUND	**498,799.86**
Total to be paid from Fund 02 STATE & FEDERAL GRANTS	**465,838.16**
Total to be paid from Fund 04 CAPITAL	**14,215.00**
Total to be paid from Fund 07 SEWER UTILITY - OPERATING	**4,142.34**
Total to be paid from Fund 12 DEVELOPERS ESCROW	**12,731.00**
Total to be paid from Fund 13 ANIMAL TRUST	**586.88**
Total to be paid from Fund 15 OTHER TRUST	**47,640.77**
Total to be paid from Fund 16 SECTION 8	**1,359.00**
Total to be paid from Fund 17 CDBG	**37,522.42**
Total to be paid from Fund 21 MEDICAL SELF-INSURANCE	**512,538.16**
Total to be paid from Fund 27 General Liability Trust	**1,227.00**
	1,596,600.59

Checks Previously Disbursed

905024	360 ADVANTAGE LLC	PO# 56520	R369-24 - 360 Advantage	18,696.00	8/21/2024
2024142	HORIZON BLUE CROSS & BLUE SHIELD OF	PO# 56512	GROUP#86613&86614 - HEALTH CARE CL	206,030.06	8/19/2024
2024143	PERS	PO# 56557	Retroactive Pension Payment - Empl	10,946.97	8/21/2024
2024144	HORIZON BLUE CROSS & BLUE SHIELD OF	PO# 56564	GROUP#86613&86614 - HEALTH CARE CL	427,700.53	8/21/2024
2024146	CLIFTON, CITY OF - Reimbursement	PO# 56566	08.30.24 - Out of Pocket Expenses	946.74	8/30/2024
2024147	CLIFTON, CITY OF - Reimbursement	PO# 56261	POLICE DEPT. REIMBURSEMENT COLLEGE	3,994.40	8/30/2024
2024148	CLIFTON, CITY OF - Reimbursement	PO# 56438	FIRE: Reimburse for rehab for FF's	138.96	8/30/2024
2024149	CLIFTON, CITY OF - Reimbursement	PO# 56472	FIRE: Reimburse for NFPA Membershi	225.00	8/30/2024
2024150	PASSAIC, COUNTY OF - FINANCE DEPT.	PO# 56567	County Taxes	17,356,693.96	8/15/2024
2024150	CLIFTON, CITY OF - Reimbursement	PO# 55334	FIRE: Reimburse for Fire Official	459.00	8/30/2024
2024151	PASSAIC, COUNTY OF - FINANCE DEPT.	PO# 56568	County Open SPace Tax	362,498.51	8/15/2024
2024152	CLIFTON, CITY OF - Reimbursement	PO# 55936	RECREATION: Banners for Independen	100.00	8/15/2024
2024153	CLIFTON, CITY OF - Reimbursement	PO# 55947	RECREATION: Supplies for General E	99.57	8/15/2024
2024154	CLIFTON, CITY OF - Reimbursement	PO# 56061	RECERATION: Parking for Yankee Sta	700.00	8/15/2024
2024155	CLIFTON, CITY OF - Reimbursement	PO# 56064	RECREATION: Supplies for General E	169.25	8/15/2024
2024156	CLIFTON, CITY OF - Reimbursement	PO# 55978	RECREATION: Supplies for General E	435.90	8/15/2024
20240146	CLIFTON, CITY OF - Reimbursement	PO# 56566	08.30.24 - Out of Pocket Expenses	626.92	8/30/2024
20240153	CLIFTON, CITY OF - Reimbursement	PO# 55947	RECREATION: Supplies for General E	299.97	8/15/2024
20240156	CLIFTON, CITY OF - Reimbursement	PO# 55978	RECREATION: Supplies for General E	510.02	8/15/2024
20241454	HORIZON BLUE CROSS & BLUE SHIELD OF	PO# 56565	GROUP#86613&86614 - HEALTH CARE CL	237,293.40	8/21/2024
20250155	CLIFTON, CITY OF - Reimbursement	PO# 56064	RECREATION: Supplies for General E	29.99	8/15/2024
				18,628,595.15	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	17,754,361.58	498,799.86	**18,253,161.44**

Fund 02	STATE & FEDERAL GRANTS		465,838.16	**465,838.16**
Fund 04	CAPITAL		14,215.00	**14,215.00**
Fund 07	SEWER UTILITY - OPERATING		4,142.34	**4,142.34**
Fund 12	DEVELOPERS ESCROW		12,731.00	**12,731.00**
Fund 13	ANIMAL TRUST		586.88	**586.88**
Fund 15	OTHER TRUST	3,209.58	47,640.77	**50,850.35**
Fund 16	SECTION 8		1,359.00	**1,359.00**
Fund 17	CDBG		37,522.42	**37,522.42**
Fund 21	MEDICAL SELF-INSURANCE	871,023.99	512,538.16	**1,383,562.15**
Fund 27	General Liability Trust		1,227.00	**1,227.00**
	BILLS LIST TOTALS	18,628,595.15	1,596,600.59	**20,225,195.74**

ITEM NUMBER: R 414-24

ITEM NAME: Resolution for Reclassification of Payments
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/23/2024	Cover Memo

CITY OF CLIFTON
RESOLUTION
RECLASSIFICATION OF PAYMENTS

BE IT RESOLVED, by the Mayor and City Council of the City of Clifton, County of Passaic, State of New Jersey, that the Chief Financial Officer is hereby authorized to reclassify the following payment as follows:

CHECK#	DATE	PAYEE	AMOUNT	FROM	TO
904732	07/17/2024	U.S.A DISTRIBUTORS INC	$777.00	02-213-40-702-018	01-201-27-330-248

Adopted: September 3, 2024

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Nancy Ferrigno, City Clerk

ITEM NUMBER: R 415-24

ITEM NAME: Resolution - Chapter 159 Resolution to Amend the 2024 Municipal Budget to Include Grant - $168,049.00 NJACCHO Sustaining Local Public Health

RECOMMENDATION: Approve

SUMMARY:

The Chief Financial Officer recommends the adoption of this resolution.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/26/2024	Cover Memo
🗋	Back Up	8/26/2024	Budget Amendment

CITY OF CLIFTON
CHAPTER 159 RESOLUTION
AMENDING THE 2024 CITY BUDGET FOR
ADDITIONAL REVENUE AND APPROPRIATION

WHEREAS, N.J.S. 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 items 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 an equal amount, and

WHEREAS, the City of Clifton has received $168,049.00 from the New Jersey Association of County and City Health Officers (NJACCHO) for Sustaining Local Pubic Health Infrastructure Grant (07/01/2024 to 03/31/2026) and wishes to amend the 2024 Municipal Budget to include these amounts as revenue,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Clifton, County of Passaic, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2024 in the sum of $168,049.00, which is now available as a revenue from:

Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:

NJACCHO Sustaining Local Public Health (07/01/2024 to 03/31/2026) - $168,049.00

BE IT FURTHER RESOLVED, that the like sum of $168,049.00 be and the same is hereby appropriated under the caption of:

General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-set by
Revenues:

NJACCHO Sustaining Local Public Health (07/01/2024 to 03/31/2026) - $168,049.00

BE IT FURTHER RESOLVED, that the City forward copies of this resolution to the Director of Local Government Services for approval.

Adopted: September 3, 2024

_____
Nancy Ferrigno, City Clerk

NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
PO BOX 6987, FREEHOLD, NJ 07728
WWW.NJACCHO.ORG

PROTECTING NEW JERSEY'S HEALTH AND ENVIRONMENT SINCE 1911

Letter of Agreement
Sustaining Local Public Health Infrastructure Grant

July 12, 2024

Clifton Health Department
C/O Jennifer Kidd
900 Clifton Avenue
Clifton, NJ 07013

Dear Jennifer Kidd,

Thank you for you for your recent application for the Sustaining Local Public Health Infrastructure Grant (OLPH25PHI001, CFDA number 93.323). The New Jersey Association of County and City Health Officials (NJACCHO) is pleased to offer you a grant award of $168,049 for the timeframe of 7/1/24 – 3/31/26. This letter lays out an agreement between the parties for reimbursement by NJACCHO to the Clifton Health Department for activities and expenses identified within your approved grant application.

To be eligible for reimbursement, Local Health Departments expenses must align with the grant deliverables specified in your approved grant application. Reimbursements will be issued on a quarterly basis to LHDs who have completed all programmatic reporting requirements and have completed the online invoice template form via the Submittable platform. Quarterly invoice forms must also include documentation for all expenses, including but not limited to copies of receipts or payment vouchers, proof of staff time (e.g. payroll records) or other documentation to support costs have already been incurred and paid. No advanced payment will be allowable within this grant.

Reporting Requirements:
Expenditure and Program Reports must be submitted quarterly. Reports are due in Submittable by the 10th of the subsequent month. Final expense and program reports are due April 30, 2026. If funds are expended prior to the grant period ended and the grant is closed out, subsequent reports are not required. Grant reporting requirements are below:

Grant Reporting Period	Report Number	Progress Report Due Date
July 1, 2024 – September 30, 2024	1	October 10, 2024
October 1, 2024 – December 31, 2024	2	January 10, 2025
January 1, 2025 – March 31, 2025	3	April 10, 2025
April 1, 2025 – June 30, 2025	4	July 10, 2025
July 1, 2025 – September 30, 2025	5	October 10, 2025
October 1, 2025 – December 31, 2025	6	January 10, 2026
January 1, 2026 – March 31, 2026	7/Final	April 30, 2026

NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
PO BOX 6987, FREEHOLD, NJ 07728
WWW.NJACCHO.ORG

PROTECTING NEW JERSEY'S HEALTH AND ENVIRONMENT SINCE 1911

NJACCHO agrees to:

- Reimburse Clifton Health Department for any approved grant activities and expenses with correct documentation for the grant budget period of July 1, 2024 through March 31, 2026.
- Work closely with Clifton Health Department to provide assistance in completing programmatic and fiscal reporting templates and forms.
- Provide technical assistance for quarterly reporting, grant modifications and subsequent funding requests.

Clifton Health Department agrees to:

- Accept such funds as reimbursement for expenses and activities approved in the approved application for the Sustaining Local Public Health Infrastructure grant.
- Accept such reimbursement as the only financial obligation of NJACCHO.
- Demonstrate compliance with both N.J.A.C. 8:52-3.3 and N.J.A.C. 8:52-4.1.
- Complete quarterly programmatic reports in a timely manner. Delayed reporting will mean delays in reimbursement.
- Submit quarterly invoice forms to NJACCHO, outlining expenses and activities, including documentation to prove expenses.
- As a condition of reimbursement agree to any modifications with reimbursement program that may be imposed upon NJACCHO by NJDOH.
- As a condition of reimbursement agree not to submit the same expense(s) through any other channel(s) including other NJDOH grants or other financial opportunities. Personnel costs (e.g. salary, fringe, etc) included should not be duplicated and/or exceed 100% of the allocated time.
- Work closely with the NJACCHO Grant team to resolve any programmatic or payment discrepancies in a timely manner.
- Adhere to NJACCHO deadlines for reimbursement submission(s).

This agreement may only be modified or amended by writing executed by both parties hereto and approved by NJACCHO. This agreement may be terminated by either party upon thirty (30) days written notice to the other party stating the reason for the termination.

NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
PO BOX 6987, FREEHOLD, NJ 07728
WWW.NJACCHO.ORG

PROTECTING NEW JERSEY'S HEALTH AND ENVIRONMENT SINCE 1911

In witness whereof, the parties hereto have signed this two (2) page Letter of Agreement on the date as indicated below.

For Clifton Health Department:

Signature

Jennifer Kidd
Print Name

8/1/24
Date

For the NJACCHO:

Signature

Linda Brown, Executive Director, NJACCHO

8/2/24
Date

ITEM NUMBER: R 416-24

ITEM NAME: Resolution - Chapter 159 Resolution to Amend the 2024 Municipal Budget to Include Grant - $45,150.00 Safe & Secure Communities

RECOMMENDATION: Approve

SUMMARY:

The Chief Financial Officer recommends the adoption of this resolution.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/29/2024	Cover Memo
🗋	Back Up	8/29/2024	Budget Amendment

CITY OF CLIFTON
CHAPTER 159 RESOLUTION
AMENDING THE 2024 CITY BUDGET FOR
ADDITIONAL REVENUE AND APPROPRIATION

WHEREAS, N.J.S. 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 items 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 an equal amount, and

WHEREAS, the City of Clifton has received $45,150.00 from the New Jersey Department of Law and Public Safety for the 2024 Safe & Secure Communities Grant Program and wishes to amend the 2024 Municipal Budget to include these amounts as revenue,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Clifton, County of Passaic, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2024 in the sum of $45,150.00, which is now available as a revenue from:

Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:

2024 Safe & Secure Communities Program - $45,150.00

BE IT FURTHER RESOLVED, that the like sum of $45,150.00
be and the same is hereby appropriated under the caption of:
General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-set by
Revenues:

2024 Safe & Secure Communities Program - $45,150.00

BE IT FURTHER RESOLVED, that the City forward copies of this resolution to the Director of Local Government Services for approval.

Adopted: September 3, 2024

_____
Nancy Ferrigno, City Clerk

NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SUBAWARD

PROJECT TITLE 2024 Safe and Secure Communities Grant Program	**SUBAWARD AMOUNT** STATE $ 45,150 MATCH $ Fringe Benefits **TOTAL $ 45,150**
IMPLEMENTING AGENCY Clifton Police Department	**DATE OF AWARD** January 29, 2024
SUBRECIPIENT City of Clifton	**STATE ACCOUNT NO. 24-100-066-1020-232**

In accordance with the provisions of the Safe and Secure Communities Act of 1993,P.L. 1993,c. 220 (N.J.S.A. 52:17B-159, et seq.) and based upon the project application, the Department of Law and Public Safety hereby awards to the above named Subrecipient, a subaward in the amount specified for the purposes set forth in the approved application.

This subaward is subject to all applicable federal and state statutes, as well as the requirements set forth in the application authorization, the approved project budget, required certifications, and any general conditions, assurances, and special conditions attached to the grant program. This subaward is also subject to all applicable statutes of the State of New Jersey and all Federal,State, and Local financial accounting requirements, including the filing of single audits, as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and State Circular Letters 15-08-0MB and 07-05-0MB (if applicable).

This subaward incorporates all conditions and representations contained or made in the application and notice of availability of funds (if applicable).

FOR THE SUBRECIPIENT:

Signature of Authorizing Official

MAYOR RAYMOND GRABOWSKI
Typed Name of Authorizing Official and Title

5/15/24
Date

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY:

Christina Rasiewicz
Attorney General or Designee

08/23/24
Date

Subaward Number: 24-1602

Subaward Period: 09/19/2023 – 09/18/2024

Subrecipient Fiscal Year Start Date: January 1

Contact:
Erin Zippel, Chief Administrative Officer
Office of the Attorney General
Department of Law and Public Safety
(609) 376-2445
grants@njoag.gov

State of New Jersey
Department of Law and Public Safety
Office of the Attorney General

Safe and Secure Communities Grant Program

APPROVED PROJECT BUDGET

Grantee:	**City of Clifton**
Grant Number:	**24-1602**
Grant Period:	**9/19/23-9/18/24**

Budget Category	State
Salaries & Wages	$45,150
TOTALS	**$45,150**

Grant funds must be used only for approved purposes required to carry out the project according to the above categories. This is your initial Approved Project Budget and must be referenced

1. DETAILED COST STATEMENTS, and
2. GRANT ADJUSTMENT REQUESTS FORM

THE SUBGRANTEE IS RESPONSIBLE FOR ALL COSTS WHICH EXCEED THE GRANT AWARD.

[Rev'd APB 01/12]

State of New Jersey
DIVISION OF ADMINISTRATION
DEPARTMENT OF LAW AND PUBLIC SAFETY
PO BOX 081
TRENTON, NJ 08625-0081

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

MATTHEW J. PLATKIN
Attorney General

ERIN ZIPPEL
Chief Administrative Officer

August 26, 2024

Captain David Niland
City of Clifton Police Department
900 Clifton Ave
Clifton, 07013-2708

Re: Safe and Secure Communities Program
Grant Number: 24-1602

Dear Captain Niland,

Enclosed is your copy of the fully executed subgrant award/contract for your official file.

As a subgrantee, your agency is required to comply with fiscal and programmatic reporting requirements. The program requires the filing of ***quarterly*** financial reports, or Detailed Cost Statements (DCSs), to document program expenditures and **current complement of officers for each quarter**. Along with the DCS, you will need to submit a state payment voucher in order to receive reimbursement for expenditures. One (1) copy of the DCS with original signatures are due fifteen (15) days after the end of each calendar quarter as outlined below:

Quarter #	Months Covered	Due Date
1st	January - March	April 15
2nd	April - June	July 15
3rd	July - September	October 15
4th	October - December	January 15

In addition, at the end of the grant term the subgrantee is required to file a Final Grant Narrative.

Should you need assistance, please feel free to contact Edward Mount at 609-376-2903.

Sincerely,

Kelly Ottobre

KELLY OTTOBRE
Director of Grant Operations
Division of Administration
Department of Law and Public Safety

attachments

c. OAG Fiscal Grants
Jessica Cunane, Grants Manager
Edward Mount, Grant Operations Analyst
Uniquea Antley, Administrative Assistant

ITEM NUMBER: R 417-24

ITEM NAME: Resolution of the Governing Body Certification of the Annual Audit
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/26/2024	Cover Memo
🗋	Attachment	8/26/2024	Cover Memo

CITY OF CLIFTON

GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT

WHEREAS, N.J.S.A. 40A:5-4 requires the Governing Body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2023 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the Governing Body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the Governing Body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the Governing Body have reviewed, as a minimum, the sections of the Annual Audit entitled "Comments and Recommendations"; and

WHEREAS, the members of the Governing Body have personally reviewed at a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations", as evidenced by the Group Affidavit Form of the Governing Body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the Annual Audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local Governing Body to the penalty provisions of R.S. 52:27BB-52, to wit:

> R.S. 52:27BB-52: A local officer or member of a local Governing Body who, after a date fixed for compliance, fails or refuses to obey an order of the Director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined no more than one thousand dollars ($1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Clifton hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required Affidavit to said Board to show evidence of said compliance.

Adopted: September 3, 2024

_____
Raymond Grabowski, Mayor

_____
Nancy Ferrigno, Clerk

CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM

STATE OF NEW JERSEY
COUNTY OF PASSAIC

We, members of the Governing Body of the City of Clifton, in the County of Passaic, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the Mayor and Council of the City of Clifton, in the County of Passaic;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2023;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations".

(L.S.) (L.S.)

(L.S.) (L.S.)

(L.S.) (L.S.)

(L.S.) (L.S.)

(L.S.) (L.S.)

Nancy Ferrigno, Municipal Clerk

Sworn to and subscribed before me this
day of , 2024.

ITEM NUMBER: R 418-24

ITEM NAME: Resolution Authorizing Purchase of Ten (10) New 2024 Dodge Durango Pursuit AWD Vehicles (WDEE75) for Clifton Police Department off New Jersey State Contact Pursuant to N.J.S.A. 40A:11-12a

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/27/2024	Cover Memo

RESOLUTION AUTHORIZING PURCHASE OF TEN (10) NEW 2024 DODGE DURANGO PURSUIT AWD VEHICLES (WDEE75) FOR CLIFTON POLICE DEPARTMENT OFF NEW JERSEY STATE CONTRACT PURSUANT TO N.J.S.A. 40A:11-12a

WHEREAS, the City of Clifton Police Department has a requested to purchase ten (10) 2024 Dodge Durango pursuit vehicles; and

WHEREAS, Nielsen of Morristown, Inc., 200 Ridgedale Avenue, Morristown NJ 07960 has been awarded New Jersey State Contract No. 23-FLEET-34933, Sport Utility Vehicles, Gasoline /Hybrid/ Electric, which expires on June 17, 2025; and

WHEREAS, the Clifton Police Department has obtained quotes from Nielsen Ford for 2024 Dodge Durango Pursuit vehicles at $41,891.25 per vehicle, including optional equipment in accordance with the contract awarded by New Jersey State, in a not to exceed total amount of $418,912.50 for ten (10) of the above vehicles; and

WHEREAS, pursuant to said Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the Municipal Council wishes to authorize the aforesaid mentioned purchases and delegate the power to make the same to the following named official: **Amisha Jariwala, Purchasing Agent** upon the terms and conditions hereafter stated; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Municipal Council do hereby approve and authorize the aforementioned purchase above from Nielsen of Morristown, Inc., 200 Ridgedale Avenue Ridgedale Avenue, Morristown NJ 07960, off the NJ State Contract No23-FLEET-34933 for a price of $41,891.25 each unit, and a total not to exceed amount for three units of $418,912.50

BE IT FURTHER RESOLVED, that no services and/or goods shall commence prior to issuance of a Purchase Order by the Finance Department.

CERTIFICATION OF FUNDS: Funds are available from account

#01-201-31-458-251-Purchase of the Vehicles.

Joseph D. Kunz, CFO

8/27/2024
Date

Adopted: September 3, 2024

Nancy Ferrigno, City Clerk

ITEM NUMBER: R 419-24

ITEM NAME: Resolution to Award Contract to Trane to Replace HEPA Filter in Clifton Police Firing Range via National Co-Op OMNIA Partners Racine Contract (Police Department)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/27/2024	Cover Memo

RESOLUTION TO AWARD CONTRACT TO TRANE TO REPLACE HEPA FILTER IN CLIFTON POLICE FIRING RANGE VIA NATIONAL CO-OP OMNIA PARTNERS RACINE CONTRACT (POLICE DEPARTMENT)

WHEREAS, the City of Clifton is permitted to join national Cooperative purchasing agreement under the authority of N.J.S.A. 52:34-6.2(b)(3);and

WHEREAS, Trane U.S., Inc., was awarded Omnia Partners national cooperative contract # WI Racine Contract #3341 for HVAC Products, Installation, Labor Based Solutions and related Services", which provides for as-needed repairs for Trane HVAC equipment and systems; and

WHEREAS, the City of Clifton is a member of the Omnia Partners (formerly U.S. Communities), a national cooperative, since January 1, 2012, thru present, in accordance with N.J.S.A. 52:34-6.2, and LFN 2012-10, which allows local contracting units to utilize national cooperative contracts as a method of procurement; and

WHEREAS, pursuant to Resolution R225-24 of May 7,2024, an advertisement was initially place in the Herald News on May 16,2024 to announce City's interest in utilizing the OMNIA Partners national cooperative contract for the replacement of exhaust fan HEPA Filters at the Clifton Police Department Firing Range, (subsequent to the 10-day period for comments, which ended in May 26,2024, without comments submitted); and

WHEREAS, Clifton Police Department requires a replacement of Exhaust Fan HEPA (High Efficiency Particulate Air) filter to ensure proper air quality in Police Firing Range; and

WHEREAS, The Purchasing Agent and DPW Director concur that it is in the City's best interest to utilize the Omnia Partners national cooperative contract and has followed all the applicable guidelines stipulated by the Department of Community Affairs, Division of Local Government Services as outlined in LFN 2012-20; and

WHEREAS, Omnia Partners (formerly U.S. Communities) awarded the above referenced contract (Omnia Racine Contract #3341), to Trane U.S., Inc., 19 Chapin Road, Bldg. B, Suite 200, Pine Brook, NJ 07058, for a term of September 1,2022 – August 31, 2027, which provides for purchase and maintenance of HVAC Products, Installation, Labor Based Solutions and related products and services; and

WHEREAS, pursuant to said Local Public Contracts Law, N.J.S.A 40:11-1 et. seq, the Municipal Counsil wishes to authorize the aforementioned purchase and delegate the power to make the same to following name official: Amisha Jariwala, Purchasing Agent; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Municipal Council do hereby approve and authorize the aforementioned contract to Trane located at 19 Chapin Road, Bldg. B, Suite 200, Pine Brook, NJ 07058 in the amount not to exceed $27,950.00.

CERTIFICATION OF FUNDS: Funds shall be charged accordingly with presentation of properly executed Purchase Order :01-2~~1~~0-26-290-405- Maintenance and Repairs

8/27/2024

Joseph Kunz ,Chief Financial Officer

Adopted: September 3,2024

Nancy Ferrigno, City Clerk

ITEM NUMBER: R 420-24

ITEM NAME: Resolution Authorizing the Purchase of Equipment Repair Parts and Services for Wide Area Lawnmower off the Bergen County Co-Op (DPW)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/29/2024	Cover Memo

RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT REPAIR PARTS AND SERVICES FOR WIDE AREA LAWNMOWER OFF THE BERGEN COUNTY CO-OP
(DEPARTMENT OF PUBLIC WORKS)

WHEREAS, pursuant to R576-16, R459-17, R472-17 and R571-17 the Department of Public Works (DPW) has previously purchased Storr Lawnmowers off the local cooperatives; and

WHEREAS, the Department of Public Works is in need to repair the lawn mowers; and

WHEREAS, Storr Tractor Company, Inc. has been awarded a contract under the Catalog/Equipment Repairs: Parts and Services -Catalog- CK04 COOP, via Bergen County Cooperative BC-BID-23-52 Equipment Repairs - Parts & Service; and

WHEREAS, the above Bergen County cooperative contract BC-BID-23-52 provides for the Equipment Repairs - Parts & Service, for a not to exceed amount of $35000.00; and

WHEREAS, the City is a member of the Bergen County Cooperative, from which the above contract was awarded for a bid term extended through to February 6, 2026; and

WHEREAS, pursuant to said Local Public Contracts Law, N.J.S.A. 40A:11-1 et. seq., the Municipal Council wishes to authorize the aforesaid mentioned purchase and delegate the power to make the same to the following named official: Amisha J. Jariwala, Purchasing Agent; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Municipal Council do hereby approve and authorize the aforementioned award of contract to Storr Tractor Company, located at 3191 US 22 Branchburg, NJ 08876, based on the contract period and terms outlined in the above Bergen County Cooperative contract in an amount not to exceed $35000.00 for Equipment Repairs - Parts & Service; and

BE IT FURTHER RESOLVED, that no services and/or goods shall commence prior to issuance of a Purchase Order by the Finance Department.

CERTIFICATION OF FUNDS: Funds for this Purchase are available in Following Account: 01-201-26-315-209 Vehicle Maintenance Expenses.

Joseph D. Kunz, CFO

8/29/2024
Date

Adopted: September 03, 2024

Nancy Ferrigno, City Clerk

ITEM NUMBER: R 421-24

ITEM NAME: Resolution Authorizing Award of Contract for Preventative Maintenance and Emergency Repair for Fire Apparatus for the City of Clifton

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/29/2024	Cover Memo

RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR PREVENTATIVE MAINTENANCE AND EMERGENCY REPAIR FOR FIRE APPARATUS FOR THE CITY OF CLIFTON

WHEREAS, on July 30, 2024, the City of Clifton solicited bids for "Preventative Maintenance and Emergency Repair for Fire Apparatus" to for the fire apparatus fleet; and,

WHEREAS, two bids were received from Fire and Safety Services and FF1 Apparatus LLC; and,

WHEREAS, upon attorney review of the submitted documents, FF1 Apparatus LLC located at 34 Wilson Drive, Sparta NJ, was deemed the lowest responsive and responsible bidder; and,

WHEREAS, the Fire Chief has stated that FF1 Apparatus LLC has provided the responsive bid, and has requested that the City Council authorize the 2024 Contract, for a total not to exceed amount of $95,000 for the term on August 1,2024 and end on July 31,2026; and

WHEREAS, the lowest bidder FF1 Apparatus submitted the following rates:

1. Repair (emergency and/or non-emergency)
    a. Labor Hourly Rate = $125.00 per hour
2. Annual Preventative Maintenance Chassis Service
    a. $995.00 per unit
3. Annual Pump Service/Maintenance – Other
    a. $495.00 per unit
4. Annual Pump Service/Maintenance – Pierce
    a. $495.00 per unit
5. Annual Aerial Ladder Preventative Maintenance Services – Other
    a. $1,595.00 per unit
6. Annual Aerial Ladder Preventative Maintenance Services – Pierce
    a. $1,595.00 per unit
7. Percentage Markup for parts above Dealer's Cost
    a. 20%

NOW, THEREFORE, BE IT RESOLVED, that the contract award for the Preventative Maintenance and Emergency Repair for Fire Apparatus be and is hereby approved and authorized to FF1 Apparatus LLC located at 34 Wilson Drive, Sparta NJ in accordance with the bid received on July 30, 2024, for a total contract not to exceed amount of $95,000.00. The term of contract shall commence on August 1, 2024, and end on July 31, 2026. The City of Clifton may renew said contract for one-year extension in accordance with the bid received on July 30, 2024; and,

FUND CERTIFICATION, funds are available under the following account number: 01-201-26-315-202

Joseph D. Kunz, Chief Financial Officer — Date 8/29/2024

Adopted: September 3,2024

Nancy Ferrigno, City Clerk

ITEM NUMBER: R 422-24

ITEM NAME: Resolution to Award Contract to Efficient Air Service LLC for the Purchase of HVAC System at Fire Station #4 for the City of Clifton

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/29/2024	Cover Memo

RESOLUTION TO AWARD CONTRACT TO EFFICIENT AIR SERVICE LLC FOR THE PURCHASE OF HVAC SYSTEM AT THE FIRE STATION #4 FOR THE CITY OF CLIFTON

WHEREAS, the City of Clifton DPW Department wishes to replace the HVAC unit at the Fire Station#4; and

WHEREAS, quotations were solicited for the purpose of the above procurement. The following two vendors submitted the quotes:

		Total Cost
1.	Efficient Air Service LLC	$23,414.00
2.	Total Mechanical Systems	$26,223.00

WHEREAS, this award is of a non-fair and open contract in accordance with N.J.S.A. 19:44-A-20.5; and

WHEREAS, the estimated value of the contract is expected to be in excess of $17,500.00; and

WHEREAS, the Business Entity Disclosure Certification has been received from Efficient Air Service LLC located at 10- NJ-23 Riverdale NJ 07457and is incorporated in the contract awarded hereby; and

WHEREAS, upon review of the submitted quotes, it is recommended the contract be awarded to the lowest responsive and responsible vendor Efficient Air Service LLC located at 10- NJ-23 Riverdale NJ 07457 in the amount of $23,414.0; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Municipal Council that the contract (by way of a purchase order) for purchase of HVAC system be awarded to the lowest respondent, Efficient Air Service LLC located at 10- NJ-23 Riverdale NJ 07457 in an amount not to exceed $23,414.00. Term of contract shall commence September 1, 2024 and end on August 31, 2025; and

BE IT FURTHER RESOLVED, that no services and/or goods shall commence prior to issuance of a Purchase Order by the Finance Department.

CERTIFICATION OF FUNDS:

Regarding Fund Certification, funds are available under the following account number: 04-215-55-975-301 (Fire house Improvement Account)

Joseph D. Kunz, Chief Financial Officer

8/29/2024
Date

Adopted: September 3,2024

Nancy Ferrigno, City Clerk

ITEM NUMBER: R 423-24

ITEM NAME: Resolution to Award Contract to Trane US, Inc. for the Maintenance of HVAC Building Automated System for City Owned Buildings

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/30/2024	Cover Memo

RESOLUTION TO AWARD CONTRACT TO TRANE US INC FOR THE MAINTENANCE OF HVAC BUILDING AUTOMATED SYSTEM FOR CITY OWNED BUILDINGS

WHEREAS, the City of Clifton DPW Department has need to maintain the HVAC Building Automated System (BAS) for City owned buildings; and

WHEREAS, quotations were solicited for the purpose of the above procurement. The following two vendors submitted the quotes for City Hall Building, Police Firing Range and Clifton Art Center:

		Total Cost
1.	Trane US Inc.	$32,001.00
2.	Efficient Air Services LLC	Unable to provide the maintenance agreement due to the lack of software compatibility with Trane Tracer BAS system

WHEREAS, this award is of a non-fair and open contract in accordance with N.J.S.A. 19:44-A-20.5; and

WHEREAS, the estimated value of the contract is expected to be in excess of $17,500.00; and

WHEREAS, the Business Entity Disclosure Certification has been received from Trane US Inc. located at 19 Chapin Road, Building B Suite 200 Pine Brook NJ 07058 and is incorporated in the contract awarded hereby; and

WHEREAS, upon review of the submitted quotes, it is recommended the contract be awarded to the lowest responsive and responsible vendor Trane US Inc. located at 19 Chapin Road, Building B Suite 200 Pine Brook NJ 07058 in the amount of $32,001.00; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Municipal Council that the contract (by way of a purchase order) for purchase of HVAC system be awarded to the lowest respondent, Trane US Inc. located at 19 Chapin Road, Building B Suite 200 Pine Brook NJ 07058 in the amount of $32,001.00. Term of contract shall commence September 1, 2024 and end on August 31, 2025; and

BE IT FURTHER RESOLVED, that no services and/or goods shall commence prior to issuance of a Purchase Order by the Finance Department.

CERTIFICATION OF FUNDS:

Regarding Fund Certification, funds are available under the following account number: 04-215-55-975-301 (Fire house Improvement Account)

Joseph D. Kunz, Chief Financial Officer

8/30/2024
Date

Adopted: September 3,2024

Nancy Ferrigno, City Clerk

ITEM NUMBER: R 424-24

ITEM NAME: Resolution Approving Access Agreement with Newfields, LLC Allowing Access to Anzaldi Park for Soil and Groundwater Testing

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/21/2024	Cover Memo

RESOLUTION APPROVING ACCESS AGREEMENT WITH NEWFIELDS, LLC ALLOWING ACCESS TO ANZALDI PARK FOR SOIL AND GROUNDWATER TESTING

BE IT RESOLVED, that an Access Agreement allowing access by NewFields, LLC on behalf of Clifton Metals Realty, LLC to Anzaldi Park for soil and groundwater testing in connection with the environmental investigation and remediation of the former Parkway Iron & Metals, Inc. facility; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute an Access Agreement on behalf of the City of Clifton in a form to be approved by the Law Department.

Adopted: September 3, 2024

_____

Nancy Ferrigno, City Clerk

ITEM NUMBER: R 425-24

ITEM NAME: Resolution Authorizing Supplemental Funds for Professional Services to Adams, Lattibourdere, Croot & Herman, for Prosecution of Disciplinary Matters Against Employees of the City of Clifton

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/26/2024	Cover Memo

RESOLUTION AUTHORIZING SUPPLEMENTAL FUNDS FOR PROFESSIONAL SERVICES TO ADAMS, LATTIBOURDERE, CROOT & HERMAN, FOR PROSECUTION OF DISCIPLINARY MATTERS AGAINST EMPLOYEES OF THE CITY OF CLIFTON

WHEREAS, on June 5, 2024, a professional services contract for prosecution of disciplinary matters against employees of the City of Clifton, was awarded to Adams, Lattibourdere, Croot & Herman, for the one-year period from June 5, 2024 through June 4, 2025; and

WHEREAS, the authorized amount under the contract for said services was not to exceed $5,000.00 for the contract term without the adoption of a supplemental resolution; and

WHEREAS, Adams, Lattibourdere, Croot & Herman, have provided satisfactory prosecution of disciplinary matter services to the City of Clifton and, due to greatly enhanced activity, it is projected that the fee for said services will exceed the original authorized amount of $5,000.00; and

WHEREAS, supplemental funding in the amount of an additional not to exceed $5,000.00 for a total not to exceed $10,000.00 will be required through the conclusion of the contract on June 4, 2025;

NOW, THEREFORE, BE IT RESOLVED, that supplemental funding in the amount of an additional not to exceed $5,000.00 for a total not to exceed $10,000.00 for prosecution of disciplinary matters through June 4, 2025, by Adams, Lattibourdere, Croot & Herman, is authorized and approved.

CERTIFICATION OF FUNDS:
FUNDS ARE AVAILABLE IN
ACCOUNT # 6/-201-20-155-263

JOSEPH KUNZ, CFO Date: 8/26/2024

Adopted: September 3, 2024

Nancy Ferrigno, City Clerk

ITEM NUMBER: R 426-24

ITEM NAME: Resolution Authorizing Entertainment License for Madin S. Bawwab, MRM Lebanese Cuisine, Inc., d/b/a Beirut Lebanese Cuisine at 1543 Main Avenue

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/28/2024	Cover Memo

RESOLUTION AUTHORIZING ENTERTAINMENT LICENSE FOR MADIN S. BAWWAB, MRM LEBANESE CUISINE, INC., D/B/A /BEIRUT LEBANESE CUISINE AT 1543 MAIN AVENUE

BE IT RESOLVED, by the Municipal Council of the City of Clifton, that the application of Madin S. Bawwab, MRM Lebanese Cuisine, Inc., d/b/a /Beirut Lebanese Cuisine, of 1543 Main Avenue, Clifton, New Jersey (B-C Zone), is approved, and entertainment is authorized for the period from July 1, 2024 through June 30, 2025, on the following terms and conditions:

1. **NIGHTS - STANDARD ENTERTAINMENT NIGHTS/HOURS:**

   One (1) night per week:
   Saturday
   Hours: 10:00 p.m. to 1:00 a.m.

2. **OPTIONAL ENTERTAINMENT NIGHTS/HOURS:**

   New Year's Eve

3. **TYPE OF ENTERTAINMENT** (one of the following at permitted times):

   Two-piece band

4. **TERM OF AUTHORIZATION FOR ENTERTAINMENT:**

   July 1, 2024 through June 30, 2025

5. **SECURITY/PARKING REQUIREMENTS:**

   Not applicable.

6. **NOISE LEVELS:**

   In accordance with the Code of the City of Clifton.

7. **OUTSIDE DEBRIS CLEANUP:**

   In accordance with the Code of the City of Clifton.

8. **REQUIREMENTS/RESTRICTIONS:**

   A. An entertainment license is not required for private parties. A private party is defined as a gathering or celebration that is by invitation only and is not advertised or open to any members of the general public and in which no admission fee is charged to guests, whether in advance or at the door. Any party or event that is advertised in any media, including but not limited to newspapers, magazines, internet, radio or television shall not be considered a private party. Any party or event in which an admission fee is charged to guests, whether in advance or at the door, shall not be considered a private party.

   B. There will be no loud or offensive music, no go-go or exotic dancers; no dancing or other entertainment of a lewd, licentious or lascivious manner; no topless, bottomless or indecently exposed entertainers or service employees; no entertainers under eighteen (18) years of age.

   C. No establishment that is licensed to serve alcoholic beverages shall advertise, promote or hold a "teen night" for individuals under the age of 18. When holding a private party in which individuals under the age of 21 are invited, no alcoholic beverages may be served to individuals under the age of 21.

Adopted: September 3, 2024

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Nancy Ferrigno, City Clerk

ITEM NUMBER: R 427-24

ITEM NAME: Resolution Approving Developer Agreement Between the City of Clifton and PB Nutclif Master, LLC

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/30/2024	Cover Memo

RESOLUTION APPROVING DEVELOPER AGREEMENT BETWEEN THE CITY OF CLIFTON AND PB NUTCLIF MASTER, LLC

BE IT RESOLVED, that a Developer Agreement between the City of Clifton and PB Nutclif Master LLC, the developer of Block 80.02, Lots 1.08, 1.09, 1.10, 4.13 & 4.14, 310 Kingsland Street, Clifton, New Jersey, is hereby authorized and approved; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute said Developer Agreement on behalf of the City of Clifton.

Adopted: September 3, 2024

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Nancy Ferrigno, City Clerk

ITEM NUMBER: R 428-24

ITEM NAME: Resolution Moving Alternate Members of the Clifton Zoning Board of Adjustment

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/21/2024	Cover Memo

CITY OF CLIFTON
RESOLUTION MOVING ALTERNATE MEMBERS OF THE CLIFTON ZONING BOARD OF ADJUSTMENT

WHEREAS, the Mayor and Council of the City of Clifton, County of Passaic, State of New Jersey is aware of a member vacancy on the Clifton Zoning Board of Adjustment; and

WHEREAS, currently, David Braid holds the position of Alternate #1 and Avraham Eisenman currently holds the position of Alternate #2 on said committee;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Municipal Council of the City of Clifton, County of Passaic, State of New Jersey that David Braid be moved from Alternate #1 to Member of the Clifton Zoning Board of Adjustment commencing this day; and

BE IT FURTHER RESOLVED, that Avraham Eisenman be moved from Alternate #2 to Alternate #1 commencing this day.

Adopted: September 3, 2024

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Nancy Ferrigno, City Clerk

ITEM NUMBER: R 429-24

ITEM NAME: Resolution for Appointment to the Advisory Committee for Individuals with Disabilities

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/26/2024	Cover Memo

RESOLUTION FOR APPOINTMENT TO THE
ADVISORY COMMITTEE FOR INDIVIDUALS WITH DISABILITIES

WHEREAS, the Mayor and Council of the City of Clifton, County of Passaic, State of New Jersey are in receipt of an application from Janice Struwe to become Alternate #2 of the Advisory Committee for Individuals with Disabilities;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Municipal Council of the City of Clifton, County of Passaic, State of New Jersey that Janice Struwe be and is hereby appointed as Alternate #2 to the Advisory Committee for Individuals with Disabilities for a four-year term commencing this day through December 31, 2028.

Adopted: September 3, 2024

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Nancy Ferrigno, City Clerk

ITEM NUMBER: R 430-24

ITEM NAME: Resolution Authorizing New Limousine License - Gio Rides LLC
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/29/2024	Cover Memo

CITY OF CLIFTON
RESOLUTION AUTHORIZING NEW LIMOUSINE LICENSE

WHEREAS, the Mayor and Council of the City of Clifton, County of Passaic, State of New Jersey are in receipt of a new Limousine License application from Eduardo Romero the owner and operator of Gio Rides, LLC, 29 Harrison Place, in the City of Clifton; and

WHEREAS, all paperwork has been completed and all fees have been paid; and

WHEREAS, all inspections have been completed by the Police and Zoning Departments;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Clifton, County of Passaic, State of New Jersey that approval for a new Limousine License from Eduardo Romero, the owner and operator of Gio Rides LLC in the City of Clifton is hereby granted.

Company name:
Gio Rides LLC

Owner and Operator:
Eduardo Romero

Approved Vehicles:
2023 Chevy Suburban 1GNSKFKD4PR181042

Approved Parking Location:
29 Harrison Place, Clifton, NJ

Adopted: September 3, 2024

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Nancy Ferrigno, City Clerk

ITEM NUMBER: R 431-24

ITEM NAME: Resolution Authorizing Tax Collector to Lien Properties and Bill Property Owners and Collect for Reimbursement of Expenditures Made by City of Clifton for Emergency Order Clean-Ups

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/27/2024	Cover Memo

RESOLUTION AUTHORIZING TAX COLLECTOR TO LIEN PROPERTIES AND BILL PROPERTY OWNERS AND COLLECT FOR REIMBURSEMENT OF EXPENDITURES MADE BY CITY OF CLIFTON FOR EMERGENCY ORDER CLEAN-UPS

WHEREAS, numerous code violations and an emergent health situation existed at the following premises for a long period of time, and despite countless letters, warnings, notices and citations issued to the property owners, the violations and health conditions continued unabated; and

WHEREAS, the City of Clifton took emergency clean-up action on the properties and expended funds from its revolving lien account, **inclusive of $100 Administrative Fee**, as follows:

Address	**Service Fee**	**Administrative Fee**	**Total Lien**
121 Getty Avenue	$ 175.00	$ 100.00	$ 275.00
Blk 12.05 Lot 10			
802 Van Houten Avenue	$ 175.00	$ 100.00	$ 275.00
Blk 36.10 Lot 16			
53 Haddenfield Road	$ 150.00	$ 100.00	$ 250.00
Blk 74.08 Lot 9			

WHEREAS, it is necessary to place a lien on each property in order to seek reimbursement from each property owner for the funds expended by the City of Clifton; and

WHEREAS, it may be necessary for the City of Clifton to expend funds in the future for the aforesaid properties;

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector is authorized to lien the properties as set forth above, and to take whatever action is necessary to accomplish reimbursement from the property owners for the current expenditures and any expenditures incurred in the future.

Adopted: September 3, 2024

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Nancy Ferrigno, City Clerk

ITEM NUMBER: R 432-24

ITEM NAME: Resolution Authorizing the Cancellation of 50% of the Taxes and Refund of 50% of a Portion of the 2023 Third Quarter Taxes, a 50% Refund of the 2023 Fourth Quarter Taxes, a 50% of the 2024 First Quarter Taxes, a 50% of the 2024 2nd Quarter Taxes and a 50% Refund of the 2024 3rd Quarter Taxes for Block 21.02, Lot 68, 434 Highland Avenue, Owned by Disable Veteran

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution	8/28/2024	Cover Memo

RESOLUTION AUTHORIZING THE CANCELLATION OF 50% OF THE TAXES AND REFUND OF 50 % OF A PORTION OF THE 2023 THIRD QUARTER TAXES, A 50% REFUND OF THE 2023 FOURTH QUARTER TAXES, A 50% OF THE 2024 FIRST QUARTER TAXES, A 50% OF THE 2024 2ND QUARTER TAXES, AND A 50% REFUND OF THE 2024 3RD QUARTER TAXES FOR BLOCK 21.02, LOT 68, 434 HIGHLAND AVENUE, OWNED BY DISABLED VETERAN

WHEREAS the Tax assessor has confirmed that Hanner Erazo the owner of a two-family residence located at Block 21.02 Lot 68, 432 Highland Avenue has been declared 100% disabled as of September 1, 2023, by the United States Department of Veteran Affairs; and

WHEREAS, Hanner Erazo has made application to the Tax Assessor of the City of Clifton for a 50% property tax exemption on the subject property in accordance with the law; and

WHEREAS, by virtue of his disabled veteran exemption, Hanner Erazo is entitled to the cancellation of 50% of the taxes and refund of a portion of the 50% of the 2023 third quarter property taxes, a 50% refund of the 2023 fourth quarter property taxes, a 50% refund of the 2024 first quarter property taxes, a 50% of the 2024 second quarter property taxes, and a 50% refund of the 2024 third quarter property taxes and on the subject property; and

WHEREAS, the Municipal Council, having reviewed the facts and circumstances of the application, grants the application and approves the 50% tax exemption on the subject property as of September 1, 2023 and hereby authorizes the cancellation and a 50% refund 2023 third quarter property taxes in the amount of $418.50, a 50% refund of the 2023 fourth quarter property taxes in the amount of $1,225.06, a 50% refund of the 2024 first quarter property taxes in the amount of $1,222.54, a 50% refund of the 2024 second quarter property taxes in the amount of $1,222.54, and a 50%refund the 2024 third quarter property taxes in the amount of $1,334.79 for a total refund of $5,423.43 and;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Municipal Council of the City of Clifton, that for the reasons aforesaid, the Tax Collector and/or City Treasurer are hereby authorized and directed:

1. To cancel 50% and refund a portion of 50% of the 2023 third quarter tax payments in the amount of $418.50, refund 50% of the 2023 fourth quarter tax payments in the amount of $1,225.06, refund 50% of the 2024 first quarter tax payments in the amount of $1,222.54, refund 50% of the 2024 second quarter tax payments in the amount of $1,222.54, and refund 50% of the 2024 third quarter tax payments in the amount of $1,334.79 for a total refund of $5,423.43.

2. To keep the subject 50% tax exemption on the property for the totally disabled veteran for so long as he shall qualify for the exemption and for so long as the exemption is authorized by law based upon the facts and circumstances of this matter.

Adopted: September 3, 2024

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Nancy Ferrigno, City Clerk

ITEM NUMBER: L- 1

ITEM NAME: Daisy Mini Mart
RECOMMENDATION:

SUMMARY:
KG Food and Grocery, LLC
t/a Daisy Mini Mart
781 Van Houten Ave., Clifton, NJ 07013
Preliminary Approval
Grocery/Milk - new

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Daisy Mini Mart - Preliminry Res	8/23/2024	Cover Memo

RESOLUTION FOR PRELIMINARY APPROVAL

FOR **KG FOOD AND GROCERY LLC**

T/A **DAISY MINI MART**

ADDRESS **781 VAN HOUTEN AVE CLIFTON, NJ 07013**

TYPE OF FOOD ESTABLISHMENT INTENDED **GROCERY/MILK**

FORMERLY OR NEW **NEW**

ZONE **B-C**

PERMITTED **YES**

VARIANCE REQUIRED **NO**

FINAL APPROVAL WILL BE ISSUED PENDING APPROVAL OF THIS RESOLUTION.

FURTHER PROCESSING AND APPROVAL OF VARIOUS CITY DEPARTMENTS.

ADOPTED_____

ATTEST_____

CITY CLERK

ITEM NUMBER: L- 2

ITEM NAME: Ak Cafe
RECOMMENDATION:

SUMMARY:
Ak Cafe and Restaurant, LLC
t/a Ak Cafe
415 Crooks Ave., Clifton, NJ 07011
Final Approval
Restaurant - continued use

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ak Cafe - Final Res	8/23/2024	Cover Memo

RESOLUTION FOR FINAL APPROVAL

BE IT RESOLVED, THAT THE APPLICATION OF **AK CAFÉ AND RESTAURANT, LLC**

T/A AK CAFÉ

for permission to conduct a: **RESTAURANT - CONTINUED USE**

for a period ending January 31, 2025 on the premises known as:

415 CROOKS AVE., CLIFTON, NJ 07011

be and the same is hereby approved and licenses so issued in the compliance with the approval of the Board of Health, Fire Department, Police and Zoning Officer.

FOR OFFICE USE ONLY:

LICENSE #

ISSUED

ADOPTED_____

ATTEST_____

CITY CLERK

ITEM NUMBER: L- 3

ITEM NAME: Muscle Maker Grill
RECOMMENDATION:

SUMMARY:
Cutta Enterprises, Inc.
t/a Muscle Maker Grill
1043 Bloomfield Ave., Clifton, NJ 07012
Preliminary Approval
Restaurant - continued use

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Muscle Maker Grill - Preliminary Res	8/29/2024	Cover Memo

RESOLUTION FOR PRELIMINARY APPROVAL

FOR **CUTTA ENTERPRISES INC.**

T/A **MUSCLE MAKER GRILL**

ADDRESS **1043 BLOOMFIELD AVE CLIFTON, NJ 07012**

TYPE OF FOOD ESTABLISHMENT INTENDED **RESTAURANT-CONTINUED USE**

FORMERLY OR NEW **MUSCLE MAKER GRILL**

ZONE **B-D**

PERMITTED **YES**

VARIANCE REQUIRED **NO**

FINAL APPROVAL WILL BE ISSUED PENDING APPROVAL OF THIS RESOLUTION.

FURTHER PROCESSING AND APPROVAL OF VARIOUS CITY DEPARTMENTS.

ADOPTED_____

ATTEST_____

CITY CLERK