

**City of Clifton
City Council
Regular Meeting Agenda
June 3, 2025
6:30 PM**



WORK SESSION

I. PRESENTATION / HEARING / CONFERENCE APPEARANCE(S)

II. ACTION ITEMS

- A- 1 Chief Financial Officer Recommends Adoption of 2025 Temporary Budget Emergency Increases in Both the Municipal Budget and the Sewer Utility Budget (R273-25) (R274-25)
- A- 2 2023 NJDOT Sidewalk and Curb Improvements - City Engineer Recommends Approval of Change Order #1 & Final, and Payment #10 & Final to Close Out Riverview Paving Inc. Contract (R275-25) (R276-25)
- A- 3 2025 Roadway Resurfacing Program - City Engineer Requests Permission to Advertise for Bids (R277-25)
- A- 4 Interior Alterations to Clifton Police Department - City Engineer Requests Permission to Advertise for Bids (R278-25)
- A- 5 Authorization to Approve Advertisement of Notice of Intent to Procure One (1) 2026 Ford 550 Passenger Bus for Clifton Outreach off the Houston Galveston Area Council National Co-Operative (R279-25)
- A- 6 Authorization to Approve the Advertisement of Notice of Intent for Procurement of Ford OEM Parts and Supplies for City of Clifton via Sourcewell National Cooperative Contract (R280-25)
- A- 7 Authorization to Approve an Amendment of Resolution R059-23, Adopted January 17, 2023, for Vegetative Waste Disposal to Low Bidder (R281-25)
- A- 8 Authorization to Approve the Crime Risk Insurance Policy Renewal (R282-25)
- A- 9 Authorization to Approve Affordable Housing Counsel (R283-25)
- A- 10 Authorization to Approve Defense of Worker's Compensation Claims (R284-25)
- A- 11 Authorization to Approve the Increase in Maximum Amount of Clifton Home Improvement Program (CHIP) Loans (R285-25)
- A- 12 Authorization to Approve Underground Storage Tank Insurance Policy Renewal (R286-25)
- A- 13 Authorization to Approve Labor Counsel Request for Increase (R287-25)
- A- 14 Authorization to Approve the City of Clifton's Discrimination and Harassment

Policy (R288-25)

- A- 15 Authorization to Approve an Application to Serve as a Member for the Holiday Committee
- A- 16 Authorization to Approve an Application to Serve as a Member on the Clifton Arts Center & Sculpture Committee
- A- 17 Authorization to Approve a Procession Permit for SS Cyril and Methodius Church on June 22, 2025
- A- 18 Authorization to Approve a Block Party at Lorraine Drive on June 15, 2025
- A- 19 Authorization to Approve a Block Party on Chatham Terrace on June 28, 2025

III. DISCUSSION ITEMS/NEW BUSINESS

- D- 1 Search and Recruitment for City Manager
- D- 2 Appointment of Municipal Attorney
- D- 3 Legal Opinion on Council Members Rights to Vote on Proposed Elimination of Healthcare Benefits
- D- 4 Employee/Council Member Eligibility for Health Benefits
- D- 5 Viola Avenue Permit Parking
- D- 6 Clifton Independence Day Celebration on July 6, 2025
- D- 7 Unofficial RFP Tabulation and Proposals for Employment Litigation Special Legal Counsel Services
- D- 8 Unofficial RFP Tabulation and Proposals for Outside Legal Counsel for Independent Investigation Services
- D- 9 Unofficial RFP Tabulation and Proposals for Outside Legal Counsel for Affordable Housing Litigation Services
- D- 10 Unofficial RFP Tabulation Outside Legal Counsel for General Environmental Services
- D- 11 Unofficial RFP Tabulation and Proposals for Redevelopment Counsel Services
- D- 12 Unofficial RFP Tabulation and Proposals for Tax Appeal Counsel Services

IV. COUNCIL MAIL

- CM- 1 Proposed Amazon Warehouse Building 275 Kingsland St., Nutley, NJ Change of Date for Planning Board Meeting
- CM- 2 2025 Sewer Bills Mailed to Residents on 5/23/2025

V. CONFIDENTIAL ITEMS / CLOSED SESSION

- CON1 Developer Agreement 1607-1617 Main Ave., LLC Block 9.09, Lots 9 & 11
- CON2 Dominick Villano v. City of Clifton, et. al Litigation Update
- CON3 Redevelopment of Former Hoffman LaRoche Property and Black Prince Site
- CON4 199 Scoles Avenue - Potential Litigation
- CON5 Contract Negotiations - Police Chief
- CON6 Employment Background Check - City Manager
- CON7 FMBA Negotiations Update
- CON8 Confidential Investigation of Harassment Complaint by D.I. against M.S.

REGULAR MEETING**I. CALL TO ORDER / ROLL CALL / INVOCATION / PLEDGE TO THE FLAG**

Father Oleksii - Holy Ascension Church

II. PUBLIC HEARING**III. PRESENTATION****IV. APPROVAL OF MINUTES**

Approval of Special Meeting Minutes of May 14, 2025

Approval of Executive Special Meeting Minutes of May 14, 2025

Approval of Workshop Meeting Minutes of May 20, 2025

Approval of Regular Meeting Minutes of May 20, 2025

Approval of Executive Session Minutes of May 20, 2025

V. COMMUNICATIONS FROM THE CITY MANAGER

C- 1 Christopher Freid, Public Safety, resigned from his position of Police Officer, effective May 23, 2025.

C- 2 Megan Kruszins, Manager, hired as Deputy Municipal Clerk, at \$85,000.00 annually, effective June 1, 2025.

VI. COMMUNICATIONS - MEETING MINUTES

C- 3 Minutes of North Jersey District Water Supply Commission on April 23, 2025

C- 4 Minutes of Clifton Arts Center on April 28, 2025

C- 5 Minutes of Advisory Committee on Civil Rights on April 28, 2025

C- 6 Minutes of Advisory Board of Recreation on April 28, 2025

C- 7 Minutes of Clifton Advisory Beautification Committee on May 5, 2025

VII. ORDINANCE - SECOND READING**VIII. ORDINANCE - FIRST READING**

O- 7997-25 An Ordinance to Amend, Revise and Supplement Chapter 439 of the Code of the City of Clifton, Entitled "Traffic and Vehicles," more Particularly Section 439-13 Thereof, Entitled "Parking Prohibited at all Times on Certain Streets" (Prohibits Parking on Both Sides of Urma Avenue at Between Springdale Avenue and Landis Place)

O- 7998-25 An Ordinance to Amend, Revise and Supplement Chapter 439 of the Code of the City of Clifton, Entitled "Traffic and Vehicles," More Particularly Section 439-13 Thereof, Entitled "Parking Prohibited at all Time on Certain Streets" (Prohibits Parking on the North Side of Bridewell Place Starting 560 Feet East of Main Avenue Extending 93 Feet East Thereof)

- O- 7999-25 Amending Bond Ordinance #7471-18 of the City of Clifton, in the County of Passaic, New Jersey, Finally Adopted September 4, 2018
- O- 8000-25 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 8 Restricted Handicapped Spaces)
- O- 8001-25 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)
- O- 8002-25 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 1 Handicapped Space)
- O- 8003-25 An Ordinance to Amend, Revise, and Supplement Chapter 349 of the Code of the City of Clifton, Entitled "Permit Parking on Residential Streets and Municipal Lots," Article I, Entitled "Residential Street," More Particularly Section 349-2 Thereof, Entitled "Restricted Streets (Viola Avenue)

IX. FLOOR TO MEMBERS OF THE PUBLIC

X. CITY MANAGER PRIVILEGE/Respond to Public Questions

XI. COMMITTEE REPORTS

XII. COUNCIL PRIVILEGE

XIII. RESOLUTIONS

- R 272-25 Resolution: Approve Claims List Resolution for the June 3, 2025, City Council Meeting
- R 273-25 Resolution - Special Emergency Resolution 8 - 2025 Municipal Budget
- R 274-25 Resolution - Temporary Budget Resolution 2 - 2025 Sewer Utility Budget
- R 275-25 Resolution Authorizing the Issuance of Change Order No. 1 and Final 2023 NJDOT Sidewalk and Curb Improvements
- R 276-25 Resolution Authorizing Final Payment 2023 NJDOT Sidewalk and Curb Improvements Riverview Paving, Inc.
- R 277-25 Resolution Authorizing Permission to Bid for 2025 Roadway Resurfacing Program
- R 278-25 Resolution Authorizing Permission to Bid for Interior Alterations to Clifton Police Department
- R 279-25 Resolution Authorizing Advertisement of Notice of Intent for Procurement of One (1) New 2026 Ford 550 Passenger Bus off the HGAC National Cooperative
- R 280-25 Resolution Authorizing Advertisement of Notice of Intent for Procurement of Ford OEM Automotive Parts and Supplies for City of Clifton via Sourcewell National Cooperative Contract
- R 281-25 Authorizing Amendment of Resolution R059-23, Adopted January 17, 2023 for

Vegatative Waste Disposal to Low Bidder

- R 282-25 Resolution Authorizing Renewal of Crime Risk Management Police with American International Group (AIG) for Period 7/1/2025 to 7/1/2026
- R 283-25 Resolution Authorizing Supplemental Funds for Professional Services to Eric M. Bernstein & Associates, LLC in Connection with Affordable Housing Litigation
- R 284-25 Resolution Awarding Professional Legal Services Contract to Buglione, Hutton & DeYoe, LLC for Defense of Workers' Compensation Claims Against the City of Clifton
- R 285-25 Resolution Approving Increase in Maximum Amount of Clifton Home Improvement Program (CHIP) Loans
- R 286-25 Resolution Authorizing Renewal of Underground Storage Tank Insurance Policy - 8/7/25 - 8/6/26
- R 287-25 Resolution Authorizing Supplemental Funds for Professional Services to Difrancesco, Bateman, Coley, Yospin, Kunzman, Davis, Lehrer & Flaum, P.C. in Connection with Labor Counsel Services
- R 288-25 Resolution Authorization Additional Funding to Laddey, Clark & Ryan, LLP to Handel Independent Investigation Services in Connection with Complaints Brought Under the City's Policy Prohibiting Sexual Harassment and Discrimination Involving Employees of the City of Clifton
- R 289-25 Resolution Authorizing Request for Proposals for Outside Labor Counsel for the City of Clifton for the Term August 7, 2025 - August 6, 2026
- R 290-25 Resolution Approving Developer Agreement Between the City of Clifton and 1607-1617 Main Ave., LLC
- R 291-25 Resolution for Appointment to the Holiday Committee
- R 292-25 Resolution for Appointment to Clifton Arts Center & Sculpture Committee
- R 293-25 Resolution of Congratulations Upon Retirement - Senior Library Assistant Darlene Olenkewich

XIV. LICENSES

- L- 1 Gash's Catering
- L- 2 Tacos Matamoros Restaurant

ITEM NUMBER: A- 1

ITEM NAME: Chief Financial Officer Recommends Adoption of 2025 Temporary Budget Emergency Increases in Both the Municipal Budget and the Sewer Utility Budget (R273-25) (R274-25)

RECOMMENDATION: Approve

SUMMARY:

To: Gary DeMarzo, City Manager

CC: Mayor and City Council

On the City Council Meeting Agenda for this evening are two Temporary Special Emergency Resolutions for City Council approval.

These two resolutions are necessary to first fund salary lines and secondly other operating expenses in the 2025 Temporary Municipal Budget and the 2025 Temporary Sewer Utility Budget through July. The initial temporary budget funding needs additional funds to keep City Departments operational.

Thank you,

Joseph Kunz, Chief Financial Officer

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: A- 2

ITEM NAME: 2023 NJDOT Sidewalk and Curb Improvements - City Engineer
Recommends Approval of Change Order #1 & Final, and Payment #10 &
Final to Close Out Riverview Paving Inc. Contract (R275-25) (R276-25)

RECOMMENDATION: Approve

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
☐	Cover Memo	5/21/2025	Cover Memo
☐	Change Order No. 1 and Final	5/21/2025	Backup Material

**MEMORANDUM
OFFICE OF THE CITY ENGINEER**

TO: Gary DeMarzo, Interim City Manager

FROM: Michael J. Lardner, P.E., C.M.E., City Engineer

CC: Joseph Kunz, CFO
Amisha Jariwala, Purchasing Agent
Andrew Oddo, Esq., Legal

DATE: May 20, 2025

SUBJECT: 2023 NJDOT Sidewalk and Curb Improvements
Final Payment Request & CO No. 1, Final to Granada Construction Corp.

The 2023 NJDOT Sidewalk and Curb Improvements project has been completed, the City of Clifton Engineering Department has inspected the work and hereby represents that the improvements have been satisfactorily completed in accordance with the contract documents.

Change Order No. 1 and Final is a reduction on account of unused contract allowances and an adjustment to as-built quantities. The amounts are valid and deemed fair and reasonable with industry standards. Therefore, I recommend approval of Change Order No. 1 and Final, a decrease of \$79,967.81 (-3.48%) to the original contract amount.

The contractor, Riverview Paving, Inc., has posted a Maintenance Bond for a period of two years, in the amount of \$221,693.42 which represents ten (10%) percent of the final contract amount, and is requesting final payment as follows:

PROJECT SUMMARY

Original Contract Amount	\$ 2,296,902.00
Net Change by Previous Change Orders	\$ 0.00
Adjusted Contract Amount	\$ 2,296,902.00
Final Change Order Adjustment	\$ (79,967.81)
Final Adjusted Contract Amount	\$ 2,216,934.19
<u>Previous Payments</u>	<u>\$ 2,172,575.51</u>
Final Payment Due	\$ 44,358.68

Kindly add this item on the next Mayor and Council meeting agenda for approval. By copy of this memo we are forwarding the original "Resolution Authorizing the Issuance of Change Order No. 1, and Final" and the "Resolution Authorizing Final Payment" to the City's Legal Department.

Once completed, we will close the project out with NJDOT Local Aid and apply for final reimbursement under Municipal Aid Fiscal Year 2023.

CITY OF CLIFTON

CONTRACT CHANGE ORDER REQUEST (to be filled out by Engineering/Dept. of Public Works)

Bid/Contract #: 23-03

Change Order #: 1/Final

Date Requested: 5/20/25

Contract/Project Title: 2023 NJDOT Sidewalk and Curb Improvements

Vendor: Riverview Paving Inc.

MSI – ID# 4450

Contract Award Date: 11/8/23

Requesting Dept.: Engineering

Requestor: Michael Lardner

Ext#: 5813

Description & Justification of Request (attach necessary documentation to request form):

[illegible]

[illegible]

ITEM NUMBER: A- 3

ITEM NAME: 2025 Roadway Resurfacing Program - City Engineer Requests Permission to Advertise for Bids (R277-25)

RECOMMENDATION: Approve

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
☐	Cover Memo	5/28/2025	Cover Memo
☐	List of Streets	5/28/2025	Backup Material

**MEMORANDUM
OFFICE OF THE CITY ENGINEER**

TO: Gary DeMarzo, Interim City Manager

FROM: Michael J. Lardner, P.E., C.M.E.

CC: Joseph Kunz, CFO
Amisha Jariwala, Purchasing Agent
Andrew Oddo, Esq., Legal

DATE: May 27, 2025

SUBJECT: 2025 Roadway Resurfacing Program
Permission to Advertise for Bids

The plans and specifications for the construction of the 2025 Roadway Resurfacing Program project are complete, and we are hereby requesting authorization to advertise for bids. We have confirmed with Passaic Valley Water Commission (PVWC) and Public Service Electric and Gas (PSEG) that there are no imminent plans for utility main replacement on the attached list of streets.

PROJECT SUMMARY

The 2025 Roadway Resurfacing Program includes roadway milling and resurfacing and the replacement of ADA ramps, signage and striping on the attached list of streets.

This project is funded under account no. 04-215-55-978-401

We have prepared a resolution requesting permission to advertise for bids. Kindly add this to the agenda of the next meeting of the City Council for authorization.

2025 Resurfacing Project

SHEET #	ROAD	FROM	TO
23, 24	Abbe Ln	Van Houten Rd	Dead End
21	Alyea Ter	Lakeview Ave	Lexington Ave
17	Barrington Ave	Main Ave	Getty Ave
7, 8, 9	Bender Dr	Rutgers Pl	Grove St
3	Beverly Hills Rd	Merrill Rd	Short Hill Rd
5	Boll St	Delawanna Ave	Dyer Ave
11	Breen Ct	View Pl	Dead End
16	Burgh Ave	Main Ave	Getty Ave
23	Brannon Ct	Abbe Ln	Dead End
20	Caroline Ave	Lexington Ave	Dead End
23	Coppola Ct	Abbe Ln	Dead End
12	Edison St	John St	Broad St
22	Elema Pl	Alyea Ter	Garretsee Pl
24	Ferris Dr	Abbe Ln	Dead End
14, 15	Fourth St	Piaget Ave	Clifton Ave
14	Fifth St	Luddington Ave	Clifton Ave
18	Getty Ave	Piaget Ave	Madison
13	Grandview Pl	Luddington Ave	Washington Ave
17	Grace Ave	Main Ave	Getty Ave
20	Hamilton Ave	Arlington Ave	Lexington Ave
9	Homestead St	Bender Dr	Dead End
19	Howd Ave	Piaget Ave	Dead End
4	Huron Ave	Rose St	161 Huron Ave
6	Kashey St	Grove St	Dead End
6	Layton Dr/Catania Dr	Grove St	Kashey St
3	Lester Pl	Hausler Terr	Rolling Hills Rd
13	Lincoln Ave	3rd St	4th St
13	Lincoln Ave	7th St	Dead End
12	Livingston St	Valley Rd	Maplewood Rd
22	Loretta St	Van Cleve Ave	Ackerman Ave
17	Madison Ave	Main Ave	Getty Ave
21	Mina Ave	Lexington Ave	Dead End
10, 11	Mountainview Dr	Ridge Terr	View Pl
5	Nettie Pl	Delawanna Ave	Dead End
4	Princeton St	Cathedral Ave	Dead End
4	Princeton St	Main Ave	Paterson Ave
16	Putnam Pl	Washington Ave	Union Ave
8	Ravine Ct	Bender Dr	Dead End
10	Ridge Terr	Ploch Rd	Mountainview Dr
10	Rodgers Pl	Tufts Rd	Mountainview Dr
21	Rosalie Ave	Lexington Ave	Dead End
13	Seventh St	Luddington Ave	Lincoln Ave
13	Seventh St	Union Ave	Harding Ave
16	Sewal Ave	Main Ave	Dead End
24	Trella Terr	Abbe Ln	Ferris Dr
19	Trenton Ave	E 11th St/Rt 46	Merselis Ave
8	Tufts Rd	Ploch Rd	Bender Dr
15	Union Ave	Main Ave	2nd St
19	Vernon Ave	E 7th St	Merselis Ave
11	View Pl	Mountainview Dr	Homestead St
3	Wayne Pl	Vincent Dr	MacArthur Dr
22	Whitmore Pl	Mahar	Clifton Ave
22	Whitmore Pl	Van Cleve Ave	Ackerman Ave

ITEM NUMBER: A- 4

ITEM NAME: Interior Alterations to Clifton Police Department - City Engineer Requests
Permission to Advertise for Bids (R278-25)

RECOMMENDATION: Approve

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
☐ Cover Memo	5/29/2025	Cover Memo

**MEMORANDUM
OFFICE OF THE CITY ENGINEER**

TO: Gary DeMarzo, Interim City Manager

FROM: Michael J. Lardner, P.E., C.M.E.

CC: Joseph Kunz, CFO
Amisha Jariwala, Purchasing Agent
Andrew Oddo, Esq., Legal

DATE: May 29, 2025

SUBJECT: Interior Alterations to Clifton Police Department
Permission to Advertise for Bids

The plans and specifications for the construction of the Interior Alterations to the Clifton Police Department project are complete, and we are hereby requesting authorization to advertise for bids.

This project is necessary due to a New Jersey Department of Corrections review of our facilities and for failing to meet the requirements of NJAC 10A:34, the "Minimum Standards for New Jersey Municipal Detention Facilities." In the past, we have been granted rule exemptions due to the age and subsequent limitations of bringing our facility into full compliance, but these waivers are no longer being extended, and the outstanding compliance issues must be addressed.

PROJECT SUMMARY

The Interior Alterations to the Clifton Police Department project, under Contract 1, includes the demolition of four (4) jail cells, demolition and alterations to the police lobby and violations bureau for conversion to office space for body camera video processing. This work includes electrical, plumbing and HVAC trades. Under Contract 2, the work includes renovations of six (6) holding cells adjacent to the limits of work under contract 1. The time for completion of both contracts is 180 calendar days.

This project is funded under account nos.04-215-55-978-501 (Jail Cell / Foyer Upgrade) and 04-215-55-971-402 (Renovations Police Station – Body Camera) .

We have prepared a resolution requesting permission to advertise for bids. Kindly add this to the agenda of the next meeting of the City Council for authorization.

ITEM NUMBER: A- 5

ITEM NAME: Authorization to Approve Advertisement of Notice of Intent to Procure One (1) 2026 Ford 550 Passenger Bus for Clifton Outreach off the Houston Galveston Area Council National Co-Operative (R279-25)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
☐ Memo from Health Department	5/28/2025	Cover Memo
☐ memo from QPA	5/29/2025	Cover Memo
☐ Proposals 1 and Proposal 2	5/28/2025	Cover Memo

Clifton Health Department



Date: May 28, 2025

To: Gary DeMarzo, City Manager

From: John E. Biegel III, Health Officer

Cc: Joseph Kunz, CFO
Thomas Egan, Assistant Municipal Attorney
Andrew Oddo, Assistant Municipal Attorney
Amisha Jariwala, Purchasing Agent
Kathleen Tolosi, City Clerk

Subject: Permission to Award Contract to Model 1 Commercial Vehicles, Inc. for the Purchase of a Passenger Bus

I am requesting a resolution be prepared to award a contract to Model 1 Commercial Vehicles, Inc., 2 Gowin St., Sayreville, NJ 08872 for the purchase of a 2026 Ford F550 Allstar XL 30 7.3L Premium Gas Engine- HGAC Bid # ZGA Allstar XL 20+2 F550. This vehicle holds 20 passengers, and also has two (2) spots for wheelchairs.

The cost will be \$173,408 and \$150,000 will be covered by the grant received from the NJ Department of Community Affairs 2025 Transportation Improvement Special Grant – State legislative Appropriations by the City of Clifton for the Purchase of an Accessible Health Department-Social Service Bus. This grant was championed by State Senator John McKeon. The remaining \$23,408 will be covered by Outreach Trust Account (Senior Citizens) 15-286-56-014-000. This cost does not include the lettering on the exterior of the bus.

The City received two proposals for this vehicle. The proposal from Model 1 Commercial Vehicles, Inc., which is part of the Houston-Galveston Area Council National Cooperative, is the cheaper one.

The estimated delivery date is currently October 1, 2025.

Both proposals are attached for your review.

Finance Department

Inter-office Memorandum

TO: Joseph Kunz, Chief Financial Officer

FROM: Amisha Jariwala, Purchasing Agent
John Beigel, Health Office

DATE: May 25, 2025

RE: Award of contract to Model 1 Commercial Vehicles Inc., through Houston Galveston National Co-operative Agreement BT01-21 1 effective till December 31, 2025

The Health Officer and I have considered the guidance and criteria set forth in Local Finance Notice 2012-10 regarding National Cooperative Contracts as outlined below.

- i. *Comparing current State contract pricing, available to other government entities, to that of the proposed National Cooperative.*

This customized F550 Allstar Passenger Bus for the Clifton Outreach is unavailable on any New Jersey State Contract.

- ii. *Comparing pricing for comparable goods or services under the contract unit's current contracts or contract's available (i.e. New Jersey based cooperative purchasing programs) to that of the proposed National Cooperative.*

As part of our due diligence, we also obtained a customized proposal from **H.A. DeHart & Son Inc.**, a vendor under the local cooperative **Hunterdon County Educational Services Commission (HCESC)**. Their proposal totals **\$182,084.83**, which is **\$8,676.83 more** than the quote received from **Model 1 Commercial Vehicles Inc (\$173,408.00)**.

- iii. *Comparing recently procured comparable contracts entered by other public entities to that of the proposed National Cooperative.*

Hunterdon County Educational Services Commission.

- iv. *The ability to avoid the cost and time of a separate procurement.*

The lead time to obtain this bus will be four to five months after the procurement is approved and the Purchase Order is sent to the vendor. By using this cooperative, the city will save time as the City will use Grant Funding (Account #15-286-56-014-000).

- v. *Additional costs which have been factored in before contract award, such as:*
 - a. *Administrative cost factors required to participate in the cooperative agreement.*

There is no membership fee to join the **Houston Galveston National Co-operative Agreement** and there is no requirement to purchase.

b. Shipping costs, if any.- Shipping costs are not a consideration of this contract.

c. Vendor rebates.- There are no vendor rebates available.

d. Other cost factors.

After thorough research and consideration, the Health Officer and I recommend the utilization of the **Houston Galveston National Cooperative** Contract for the above reasons. The purchase of this passenger bus from Model 1 Commercial Vehicles Inc. off of the Houston Galveston National Cooperative Program (Contract BT01-21) will result in a preventative measure of cost savings to the City.



Model 1 Commercial Vehicles, Inc.
 2 Gowin St
 Sayreville, NJ 08872

Phone: (201) 507-8500
 Fax: (909) 465-5529
 model1.com

BUYER'S ORDER CONTRACT

Date:	May 27, 2025	Unit #(s):	TBD
Buyer Name:	City of Clifton		
Contact:	Amisha Jariwala	Phone:	(973)-470-5288
Address:	900 Clifton Ave	Fax:	
City, State, Zip:	Clifton, NJ 07014	E-Mail:	ajariwala@cliftonnj.org
Buyer ID:		Salesperson:	Joseph Boyko
Ship To Address:	Attn: Deidre Hughes - Clifton Outreach - 900 Clifton Ave Barn C-5		
Ship To Address Cont'd:	Clifton, NJ 07013		
Ship To Phone:	973-470-2235	Ship To Email:	outreach@cliftonnj.org
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		County:	
Description of Vehicle:	2026 Ford F550 Allstar XL 30 7.3L Prem Gas Engine- HGAC Bid # ZGA Allstar XL 20+2 F550		
VIN #:	TBD		
Engine Type:	Gas	Shipping Terms:	CPT Shipping
Number of Passengers:	20	Wheelchair Positions:	2
Estimated Delivery Date:	October 1, 2025	Payment Terms:	Net 30 Upon Accept
		Unit Price	\$ 175,448.00
		Delivery	\$ -
Possession State:	NJ	Incentive (Non-Taxable)	\$ (1,500.00)
		Rebates (Taxable)	\$ (1,000.00)
		Doc Prep Fee (Taxable)	\$ 150.00
		Base Selling Price	\$ 173,098.00
			\$ -
		Total Taxable Amount	\$ 174,098.00
		Sales Tax* (Estimated)	\$ -
0.000% NJ - _Exempt-Customer Exemption			\$ -
Notes:			\$ -
* The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.			\$ -
All rebates and incentives will be signed over to Dealer.		DMV Fees* (Estimated)	\$ 300.00
		DMV Electronic Filing Fee	\$ -
		Tire Fee	\$ 10.00
		Fees Sub-Total	\$ 310.00
		Total Price Per Unit	\$ 173,408.00
		Quantity	1
		Contract Total	\$ 173,408.00
		0.00	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
			\$ -
		Balance Due	\$ 173,408.00

Remit To: PO Box 713176, Chicago, IL 60677-0376

General Terms and Conditions of Dealer Vehicle Sale

1. **Applicability.** These General Terms and Conditions of Dealer Vehicle Sale (these "Terms") are the only terms that govern the sale of all vehicles and any services thereto ("Vehicle") by Model 1 Commercial Vehicles, Inc. ("Dealer") to the buyer named on the Buyer's Order Contract (as defined below) to which these Terms are attached ("Buyer" or "You"). Collectively Buyer and Dealer are referred to as the "Parties" and individually as "Party." The accompanying Buyer's Order Contract setting forth the Vehicle to be purchased (the "BOC") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement supersedes any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted a purchase order or such terms. Dealer expressly rejects Buyer's general terms and conditions of purchase, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend these Terms. Acceptance of this Agreement by Buyer shall be deemed as the earlier of (i) Buyer's signature to the BOC and (ii) Buyer's acceptance of the Vehicle. Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of the Vehicle ("Master Agreement"), then the Master Agreement shall prevail to the extent of any inconsistency with these Terms.
2. **DEALER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED.** This Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express, except as noted in Section 3. All warranties on this Vehicle are made by the manufacturer, and not the Dealer. DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PURPOSE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. Buyer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Buyer is purchasing a "new" Vehicle as indicated above, Buyer acknowledges that "new" means that the Vehicle has not been previously titled to an end user although the Vehicle may have been used in a demo or a show. Buyer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, will be provided by Dealer at the time of Vehicle delivery, or made available earlier upon Buyer's request. Buyer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties. Buyer understands and agrees that if either of Buyer or Dealer should breach this Agreement or if Buyer institutes any claim arising out of the purchase of the Vehicle, the statute of limitations for any such claim is limited to one (1) year from the date of sale.
3. **LIMITED SERVICE WARRANTY.** Dealer represents and warrants to Buyer that it shall perform any services performed to the Vehicle using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. Dealer shall not be liable for a breach of this Section 3 unless Buyer gives written notice of the defective services, reasonably described, to Dealer within seven (7) days of the time when Buyer discovers or ought to have discovered that the services were defective, and in no event shall Dealer be responsible for any defective services later than sixty (60) days following Notification (as set forth in Section 8). Dealer shall, in its sole discretion, either (a) repair or re-perform such services; or (b) credit or refund the price of such services at the pro rata contract rate. THE REMEDIES SET FORTH IN THIS SECTION 3 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DEALER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICE WARRANTY SET FORTH IN THIS SECTION 3. If the services include the installation of accessories, parts or components manufactured by third parties, Dealer makes no warranty whatsoever regarding such third-party accessories, parts and components. Dealer will pass through any third-party warranties on such accessories, parts and components.
4. **DEALER NOT AGENT OF MANUFACTURER.** Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a Vehicle, or if a rebate to be received by Dealer is reduced or eliminated, or the Vehicle becomes subject to a tariff, the Buyer's price will be increased by a like amount. If the Vehicle price increases by more than 10% (excluding price increases due to tariffs) and Buyer is dissatisfied with the increase, Buyer may cancel this order and Buyer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Buyer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the Vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Buyer's Vehicle, even if such changes are made prior to delivery of the Vehicle.
5. **DEPOSIT; PAYMENT.** Unless otherwise other payment terms are indicated on the BOC, (i) a deposit is due at the time of signing this Agreement and before the Vehicle will be ordered or prepared for delivery by Dealer, and (ii) the balance due shall be paid in full within 48 hours of Notification (as set forth in Section 8) and before the Vehicle will be released to the Buyer. For any payment terms, in the event Buyer does not make timely payment in full, Dealer may charge Buyer interest on any overdue amount at a rate of 10% per annum or the maximum allowable rate under applicable law, whichever is less, until the overdue amount is paid in full. The Vehicle will not be titled to the Buyer until the contract total for such Vehicle plus any interest charges indicated herein are paid in full.
6. **CANCELLATION; CHANGE FEES.** There is no "cooling off" or other cancellation period for vehicle sales or services. Therefore, Buyer cannot later cancel this Agreement without the agreement of Dealer, or for legal cause. Further, if either party wishes to change any term of this Agreement or the details of the Vehicle set forth on the BOC after acceptance of this Agreement, neither party shall be bound by such changes after the date of this Agreement unless mutually agreed upon in writing. If Buyer wishes to change any detail of the BOC related to the Vehicle being purchased, Buyer shall submit details of the requested change to the Dealer in writing. Dealer shall, within a reasonable time after such request, respond to Buyer's request indicating (i) the acceptance or denial of the change, (ii) the likely impact to timing of the Vehicle's delivery, and (iii) any necessary variations to the fees (including any change fees that may be charged by Dealer). Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of the change.

7. **DELAYS.** Buyer will not hold Dealer liable for any failure or delay in performing this Agreement if such failure or delay is caused by any event outside of Dealer's reasonable control, including, without limitation, (a) any act or omission of the Vehicle manufacturer or any component part manufacturer; (b) Buyer's delay to respond promptly to any Dealer request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Dealer to perform services in accordance with the BOC, (c) acts of God, natural disasters, flood, fire, earthquake, or explosion; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (e) government order, law, or action; (f) embargoes or blockades in effect on or after the date of this Agreement; (g) national or regional emergency; (h) telecommunication breakdowns or power outages or shortages; (i) epidemics, pandemics, or acts of quarantine; and (j) other similar events beyond the reasonable control of Dealer.

8. **DELIVERY; INSPECTION; RISK OF LOSS.** The method of delivering the Vehicle ("Delivery") shall be set forth in the BOC and if no such method is defined, then Buyer is responsible for picking up the Vehicle at the Dealer location within forty-eight (48) hours after being notified that the Vehicle is ready for delivery ("Notification"). Unless otherwise set forth in the BOC, the Vehicle will be delivered ExWorks (Dealer location) and full risk of loss will pass upon Notification that the Vehicle is ready for Delivery. If the Buyer delays Delivery of the Vehicle more than five (5) days after Notification, Dealer will have the right to charge a storage fee of \$50 per day for storage of the Vehicle.

9. **BUYER'S INSPECTION.** If the Vehicle is delivered via a transportation carrier, Buyer shall immediately inspect the Vehicle upon arrival and report any defects resulting from transportation of the Vehicle directly to the transportation carrier through such carrier's reporting processes. Separately, within forty-eight (48) hours after Delivery, Buyer shall inspect the Vehicle for conformance to the BOC and report any issues to Dealer ("Inspection"). Upon Delivery and Inspection, Buyer acknowledges: (i) having received ample opportunity for, and actually inspecting the Vehicle as fully as Buyer desires and (ii) utilizing and relying solely upon Buyer's own judgment to inspect and determine that the Vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Buyer. Buyer further acknowledges that Buyer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Buyer for the Vehicle. Consequently, Buyer has not relied upon Dealer's skill or judgment in the selection or delivery of the Vehicle. Buyer acknowledges that Dealer has not made any representation regarding the Vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.

10. **FINANCING OR INSTALLMENT SALES CONTRACTS.** IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.

11. **TITLE; ODOMETER STATEMENT.** Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Buyer even though the actual delivery of the Vehicle may be made at a later date. Buyer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement. Buyer acknowledges receipt of such Federal Odometer Statement.

12. **TRADE-IN.** If Buyer is trading in a vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives in this purchase transaction is owned by Buyer free of any lien or other claim except as noted on the other side of this Agreement. Buyer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Buyer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Buyer warrants that the trade-in is or will be properly titled to Buyer and/or Buyer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement. If Buyer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

13. **FAILURE TO COMPLETE PURCHASE.** Failure to timely accept Delivery by Buyer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's damages, costs, expenses, or losses incurred by Dealer because Buyer failed to complete this purchase; further, Dealer may make the Vehicle available for sale to other customers. If Dealer paid any negative equity balance on the trade-in, Buyer shall pay to Dealer the amount paid on Buyer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Buyer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

14. **EXCLUSION OF CERTAIN DAMAGES.** IN NO EVENT SHALL DEALER OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. Such excluded damages may include, but are not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other consequential, indirect, incidental, special, exemplary, punitive or enhanced damages. Buyer acknowledges that Buyer shall not seek or recover such damages from Dealer. Buyer acknowledges this disclaimer of damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy. DEALER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED TOTAL CONTRACT PRICE OF THE VEHICLE BEING SOLD UNDER THIS AGREEMENT.

15. **PATENT LIABILITY.** Where Dealer supplies goods to Buyer's specifications and/or manufactured or fabricated from Buyer's blueprint, sketch, specifications, or tooling Buyer, at its own expense, shall defend any suit or proceeding of any kind whatsoever brought against Dealer in any capacity if such suit or proceeding involves a claim that any goods or any part thereof constitutes an infringement of any patent, copyright or trademark and Buyer shall pay or indemnify any and all judgments, expenses and costs which may be awarded against or incurred by Dealer related to such legal action.

16. **TAXES, INSURANCE.** Buyer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Buyer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of Delivery. Buyer understands that Buyer is not covered by insurance on the Vehicle until Buyer's insurance company accepts coverage on the Vehicle. Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Buyer's insurance company accepting coverage on the Vehicle.

17. **CHOICE OF LAW AND VENUE, FEES.** Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Buyer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Buyer brings an action based on this Agreement and does not prevail, Buyer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

18. **WAIVER OF JURY TRIAL; CLASS ACTIONS.** Buyer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Buyer further agrees in connection with this purchase to waive Buyer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

19. **SEVERABILITY.** Buyer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

Authorized Customer's Representative

Model 1 Commercial Vehicles, Inc.

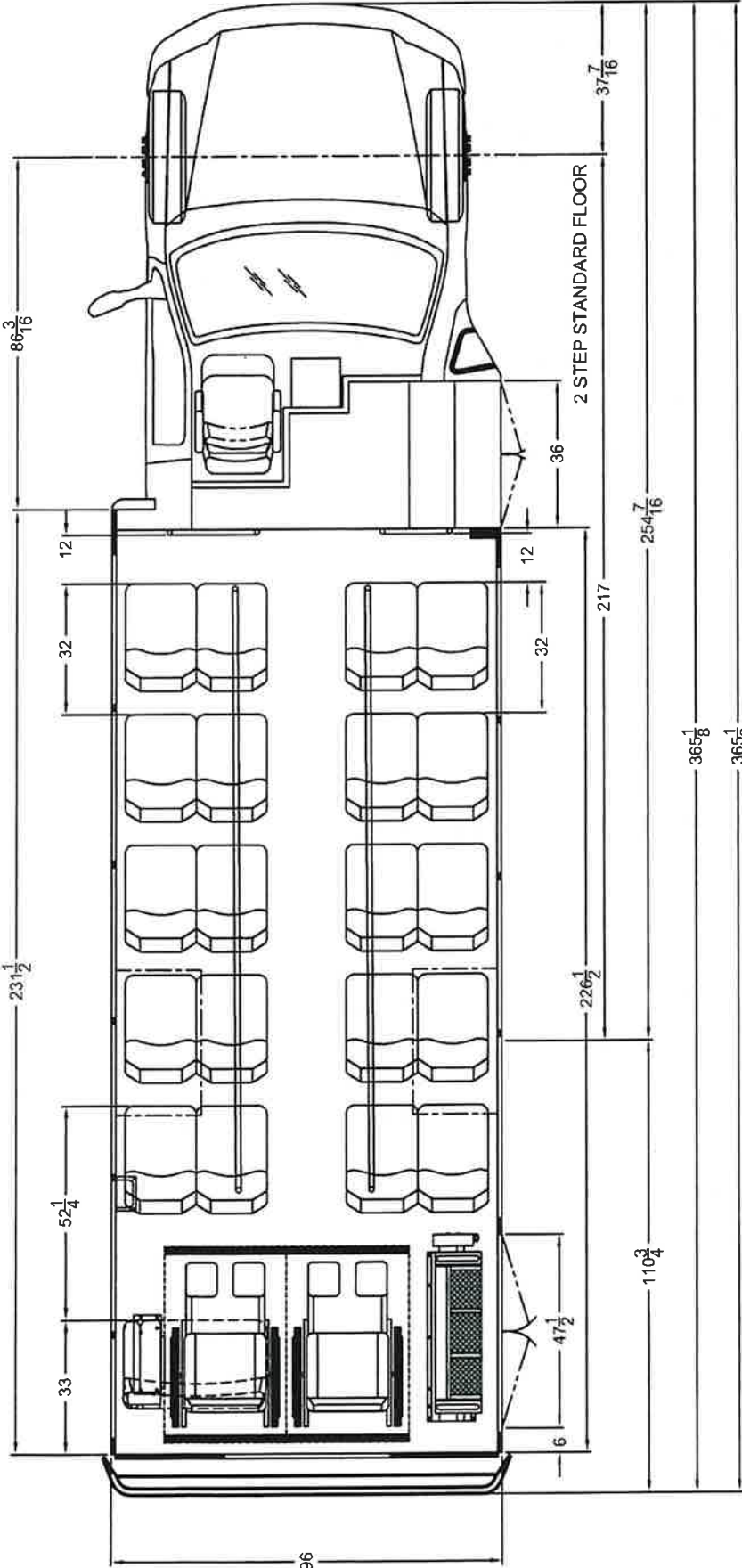
Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

ALLSTAR XL F550 - 96" WIDE				
FORD F-550 19,500 GVWR 7.3L Prem Gas ENGINE				
Allstar XL 30 217" WB 225" Body 7.3L Prem Gas Includes 2nd Battery, Box & Tray	ST	93133	C	1
SPECIAL INSTRUCTIONS OR NOTES				
Front End Alignment				1
WARRANTY				
Optional Starcraft 5 Year / 100,000 Mile Limited Warranty	05	99		1
ELECTRICAL SYSTEM				
Intermotive Flex Tech Electrical System	05	STD		1
SIDEWALL / REARWALL / CEILING				
Sidewall: Grey FRP	05	STD		1
Rearwall: Grey Seaspray Fabric	05	STD		1
Ceiling: Grey Seaspray Fabric	05	STD		1
Driver Area: Grey Padded Vinyl	05	STD		1
FLOORING				
Aisle: Gerflor Sirius #6801 Graphite (Black)	05	STD		1
Under Seats: Gerflor Sirius #6801 Graphite (Black)	05	STD		1
Raised Floor 3 Step Entry Flat to Front (F550 Only)	05	22541		1
CHASSIS				
Rear Tow Hooks	05	22028		1
HEAVY DUTY DRIVER RUNNING BOARD ** F-550 ONLY	05	22503		1
Heated /Remote Exterior Mirrors Accustyle 8x15 Head (Pair)	05	22363		1
Spare Tire and Wheel * No Carrier Available	05	22037		1
ENVIRONMENTAL CONTROL				
TRANS/AIR F550 / F650 GASOLINE ENGINE A/C OPTIONS				
TA SUPER DUAL 13 125K SYSTEMS (2) 13 CID COMPRESSORS CHOOSE DUAL SKIRT OR ROOF MOUNTED CONDENSER				
TA7733 SUPER DUAL 13 TA77 EVAP (2) SMC3L COND (2) 13 CID COMP	05	2641		1
HEATERS				
Hot Water Heater, 70K BTU - Floor Mounted	05	99		2
MISCELLANEOUS				
Heater Booster Pump - does not include electric valves	05	8677		1
Insulate Heater Hoses	05	20091		1
ELECTRICAL				
Door Ajar Warning on Wheelchair Door - Buzzer and Light in Driver Area	05	22082		1
Door Ajar Warning on Rear Door - Buzzer and Light	05	22083		1
Window Ajar Alarm Buzzer on all Egress Windows & Light in Driver Area	05	22085		1
ADA Compliant Stop Request Dual Display Sign, Dual Chime Tone, Pull Cord-Requires Touch Tape	05	22095		1
Touch Tape for ADA Stop Request -Each - Requires ADA Stop Request System	05	22096		2
EXTERIOR LIGHTS				
4" Round Flush Mount LED Entry Door Exterior Light	06	20130		1
Light at Driver Stepwell	05	20131		1
Armoured Marker Lights	05	20132		1
LED Rear Center Mount Brake Light, Rectangular	05	20136		1
LED Mid-Ship Turn / Marker Lights	05	20138		1
Independent RED Brake & AMBER Turn Signal Lights (per NJ specs)	05	20139		1
INTERIOR LIGHTS				
Additional Interior Lights (LED If Option Selected) Each	05	8041		6
Door Activated Interior Lights	05	8810		1
AUDIO / VISUAL				
FORD F550 OEM AM/FM RADIO W/AUX INPUT AND CLOCK (F550 RADIO CAN'T BE REMOVED) - ORDERED ON CHASSIS		NOTE		1
4 Speakers with Wire to Chassis OEM Radio (If Supplied)	05	20159		1
DOORS / HATCH / WINDOWS				
Required: please select one passenger door option.				
Passenger Door Electric (Standard)	05	STD		1
Passenger Door 36" (Standard)	05	2063		1
Exterior Passenger Entrance Door Key	05	8133		1
Rear Door, (1) Window - Standard Left Hand Hinge	05	8016		1
Additional Window for Rear Door	05	8682		1
ROOF HATCH SAFE FLEET - ADVANTAGE H1976-004-001 W/ EXTERIOR HANDLE	05	1052		1
ADD BUZZER TO ROOF HATCH ORDERED	05	8767		1
Warning light for roof hatch in drivers area	ST	99		1
INTERIOR				
Interior Handles on Wheelchair Door & Rear Door-Red	05	20190		1
LUGGAGE RACK / STORAGE				
Driver Storage in Cab Overhead	05	20191		1

PARATRANSIT OPTIONS				
Double W.C. Doors w/ Windows, LED Interior Lights, Leaf Spring, LED Exterior Lighting	05	20206		1
4" Grommet Mount LED is STD. Use Special Builds for Optional Choices				1
IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?	REAR			1
BRAUN LIFTS				
Braun Century NCL 1000 3454HB-2 1000# Lift (34"x54")	05	20230		1
Seat Belt on Braun Lift - Installed	05	8801		1
LIFT INTERLOCK				
Fast Idle w/Interlock - Intermotive GTWY508-F FORD F550 / F650 GAS	05	99		1
Q Straint W.C. Securement Kits, Accessories				
Q-8301-L Max Retrctr Tie Down,Q8-6326-A1 Comb Lap/Shldr,L Trk	05	8689		2
Q5-7580-4 18" Blue Webbing Loops	05	20250		8
Q Straint Belt Storage Pouch	05	8102		2
Q-Straint Belt Cutter (ship loose)	05	8179		2
Miscellaneous Accessories				
L Track for Wheelchair Tiedown (per foot)	05	20254		14
Priority Seating Sign **Required for ADA Compliance**	05	8104		1
Wheelchair Decal (International Symbol of Accessibility) Each	05	8105		1
SAFETY OPTIONS				
5 Lb Fire Extinguisher	05	8089		1
25 Unit First Aid Kit	05	20263		1
Emergency Triangle Kit	05	8091		1
Back-Up Alarm SAE Type C 97 db(A)	05	20267		1
STANDARD ROSCO STSK4750 BACK-UP CAMERA SYSTEM W/ 7" REARVIEW MONITOR / MIRROR COMBO	05	STD		1
Rosco Backup Warning System BSSK-1001 Flush Mount in Steel Bumper	05	20274		1
Wide Angle Lens 11"x14", Fresnel	05	20278		1
"NO SMOKING" Sign	05	20282		1
"NO EATING" Sign	05	20283		1
White "Standee" Line	05	8154		1
Decal "Please Watch Your Step"	05	20288		1
Decal - Vehicle Height	05	20289		1
Door Handle Operation Arrow Decal - Red, Interior Installed on Rear Door	05	20294		1
Rosco Dual Camera DV6	ST	99		1
Side view blind spot cameras	ST	99		2
GRAB RAIL / STANCHION / PANELS				
Ceiling Grab Rail - Install on Both Sides	05	99		1
Left Hand Entry Vertical Grab Rail - 1 1/4"		STD		1
1 1/4" Grab Rail Parallel to Entrance Steps (both sides)	05	8130		1
Stanchion and Modesty Panel at Entry Door		STD		1
Stanchion and Modesty Panel Behind Driver	05	20301		1
Add Tinted Plexiglass Upper Panel	LOCATION:	driver	05	8146
SEATING - DRIVER				
FORD F-550 DRIVER SEATING				
Ford F-550 OEM Driver's Seat - Order On Chassis		NOTE		1
SEATING - PASSENGER				
STD RIGID SEATS				
Mid High Double Seat	05	8067		10
PASSENGER SEAT FABRICS				
EUROPEAN OR AMERICAN WOOL QUOTED AT TIME OF ORDER!!!!				
Seat Cover - Level 4 Ice Pinstripe, Mor-Care, Leathermate	05	2074		20
SEAT OPTIONS				
Anti-Vandal Grab Handle, Black Ea on:		Aisle	05	2311
Black US Armrest - Each - on:		aisle	05	2077
SEAT BELTS				
Seat Belt, Freedman USR Retractable (Per Person)	05	2282		20

HGAC ZGA ALLSTAR XL 20+2



OVERHEAD GRAB RAILS

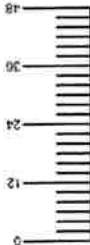
NOTE: SHOWN WITH MID HI FREEDMAN SEATS
 ALLSTAR XL F-550 19,500 GVWR
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
 A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
 COMPLETED ORDER WITH ALL OPTIONS SHOWN
 OPTIONAL EQUIPMENT MAY BE SHOWN.
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL

☐ APPROVED

CUSTOMER SIGNATURE

SCALE
IN INCHES



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARCRAFT BUS, A DIVISION OF FOREST RIVER.

REV	LET	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No

TOLERANCE UNLESS OTHERWISE SPECIFIED	WOOD	OTHER
± 1/8"	± 1/16"	± 1/2"
DATE: 08/09/17	NAME: JPC	TITLE: 20 2 WC 213" WB 226 BDY 30 ALLSTAR XL
DWG No. 20 PASS 2 WC 1 DBL FOLD 213 WB 226 BDY-2 USA		

STARCRAFT BUS
a division of Forest River, Inc.

H.A. DeHart Son, Inc.

311 Crown Point Road, Thorofare, NJ 08086

Phone: 800-222-0271 - Fax: 856-845-2461

BUS PROPOSAL / ORDER CONFIRMATION

Date:	5/16/2025	Year:	2026
Customer:	City of Clifton - Health Department	Make:	HIGH LEVEL
Address:	900 Clifton Ave	Model:	HLE-29
City/State/Zip:	Clifton, NJ 07013	Pass. Capacity:	20 + 2 WC
Contact Name:	Lauren Scarfo	Quantity:	1
Phone:	973-470-5758	Availability:	120-150 days ARO
Cell:	973-986-3883	FOB Location:	
Finance Source:		Quote Number:	051625-01BL
Chassis Make:	FORD	Engine:	7.3 GAS
Chassis Model:	F550	Brakes:	Hydraulic
Chassis Year:		Wheelbase:	222



Additional Body Equipment:

SEE ATTACHED LISTING OF ADDITIONAL EQUIPMENT AS PER HCESC AWARD FOR HCESC-VEH-22-11

Additional Chassis Equipment:

FREEDMAN SEATING LEVEL 1. COLOR TBD.

This proposal includes a supplemental listing of additional equipment.

Selling Price:	\$ 78,070.23
NJMVC Fees:	\$ 350.00
Subtotal:	\$ 78,420.23
Optional Equipment:	\$ 103,664.60
Unit Total:	\$ 182,084.83

Multiple Order Total: \$ 182,084.83

Deposit Required? (If yes, amount below)
PO Required

Prepared By: Brandon Lewis
Date:

Acceptance Authorization:

Date:

DeHart Approval/Acceptance:

Date:

If, after the date of this Quote, any new or increased tariffs, duties, or other government-imposed costs on materials or chassis become effective, the Sales Price of the goods shall be adjusted to reflect the actual increased cost to H.A. DeHart & Son. To the greatest extent possible, H.A. DeHart & Son will promptly notify the Customer of any such cost impact, although the rapidly changing tariff environment may affect total disclosure before the fulfillment of any order. New or increased tariffs may also result in material shortages which could delay the fulfillment of orders. H.A. DeHart & Son will notify the Customer of any such delays and will work diligently to limit the impact on timely delivery of goods.

Price firm for order received within (30) days from proposal date.

SUPPLEMENTAL LISTING

ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE
	FORD F550 CHASSIS AND MY UPGRADE			\$ 30,685.00
	HLE 29 FOOT BODY LENGTH INCREASE			\$ 25,298.00
	FRONT MUD FLAPS	1	\$ 51.00	\$ 40.80
	FORD HEATED REMOTE MIRRORS	1	\$ 2,712.00	\$ 2,169.60
	SPARE WHEEL AND TIRE	1	\$ 1,200.00	\$ 960.00
	STAINLESS STEEL WHEEL INSERTS	1	\$ 1,272.00	\$ 1,017.60
	ELECTRIC ENTRY DOOR W/EXTRA KEY	1	\$ 425.00	\$ 340.00
	FIBERGLASS SKIRTS/RAILS (F SERIES)	1	\$ 1,840.00	\$ 1,472.00
	REAR DOOR (2) WINDOWS	1	\$ 912.00	\$ 729.60
	REAR BODY PANEL WINDOWS (2)	1	\$ 320.00	\$ 256.00
	ROOF ESCAPE HATCH	1	\$ 528.00	\$ 422.40
	T SLIDE WINDOWS	10	\$ 425.00	\$ 340.00
	RAISED FLOOR	1	\$ 1,037.00	\$ 829.60
	DOOR ACTIVATED LIGHTS	1	\$ 68.00	\$ 54.40
	AC SYSTEM WITH 80K BTU REAR EVAP	1	\$ 13,634.00	\$ 10,907.20
	80K BTU REAR HEATER	1	\$ 977.50	\$ 782.00
	CEILING GRAB HANDLE STREET SIDE	1	\$ 221.00	\$ 176.80
	GRAB HANDLE-VERTICAL L&R DOOR (36")	1	\$ 425.00	\$ 340.00
	DRIVER MODESTY PANEL W/STANCHION	1	\$ 544.00	\$ 435.20
	MID BACK SEAT - OXEN VINYL	10	\$ 11,152.00	\$ 8,921.60
	AISLE SIDE ARM REST	10	\$ 952.00	\$ 761.60
	USR SEAT BELTS	20	\$ 218.00	\$ 174.40
	BRAUN NCL1000-2 WC LIFT, FULL PKG.	1	\$ 16,458.00	\$ 13,166.40
	WHEELCHAIR RESTRAINT KITS, QRTMAX	2	\$ 3,400.00	\$ 2,720.00
	INTERIOR MIRROR	1	\$ 110.50	\$ 88.40
	LCD RVM MIRROR COMBO KIT	1	\$ -	\$ -
	ADD CAMS (2) BLIND SPOT FOR ABOVE	1	\$ 640.00	\$ 512.00
	DOT SAFETY EQUIPMENT PKG.	1	\$ -	\$ -
	DECAL PKG. INCLUDES WATCH STEP, HEIGHT, STANDEES, FMVSS REQ, NO EATING, NO SMOKING, EMER EXITS, ETC.	1	\$ 80.00	\$ 64.00
	MSRP OPTION TOT. AFTER 20% DISC			\$ 103,664.60

ITEM NUMBER: A- 6

ITEM NAME: Authorization to Approve the Advertisement of Notice of Intent for Procurement of Ford OEM Parts and Supplies for City of Clifton via Sourcewell National Cooperative Contract (R280-25)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
☐	Memo from DPW	5/30/2025	Cover Memo
☐	Memo from Purchasing	5/30/2025	Cover Memo



City of Clifton Department of Public Works

INTEROFFICE MEMORANDUM

To: Gary DeMarzo, City Manager
CC: Amisha Jariwala, Purchasing Agent
CC: Joseph Kunz, Chief Financial Officer
From: Jason Vanwinkle, Director of Public Works
Date: February 21, 2025
Re: Memo of Intent – Route 23 Automall

I would like to present this memorandum of intent, signifying the Department of Public Works, Fleet Division's interest in purchasing Parts and Supplies from Route 23 Automall.

It has come to our attention that Route 23 Automall is no longer on any State or local contracts for parts, however, they are a member of Sourcewell National Cooperative. We already utilize several other vendors for OE Ford parts but, Route 23 has proven to provide the fastest delivery times and most robust parts available.

As the Sourcewell agreement #080124-FMC expires on November 14, 2028, I recommend and ask permission for Clifton to participate until said contract expires.

Funding for this work is available in Current Account Listed as Vehicle Maintenance 01-201-26-315-202.

Accordingly, I request the Purchasing Agent, Amisha Jariwala to please prepare the applicable Resolution for a not to exceed amount of \$35,000.00 for the Budget year of 2025.



City of Clifton Finance Department

INTEROFFICE MEMORANDUM

To: Gary DeMarzo, City Manager

From : Amisha Jariwala, Purchasing Agent

Date: May 30th, 2025

Re: Memo of Intent to procure Ford OEM Parts from Route 23 Automall via Sourcewell National Cooperative 080124-FMC

The City of Clifton is hereby issuing a **Notice of Intent** to procure **Ford Original Equipment Manufacturer (OEM) parts and supplies** through the **Sourcewell National Cooperative Contract #080124-FMC** (Website for Contract Details: <https://www.sourcewell-mn.gov/cooperative-purchasing/080124-FMC>)

Participation in this cooperative contract enables the City to acquire high-quality Ford OEM parts and supplies at competitive pricing, supporting the ongoing maintenance and operational efficiency of the City's fleet of Ford vehicles. The Sourcewell contract also ensures a streamlined and compliant procurement process in accordance with all applicable laws and regulations.

Please note that **Route 23 Automall** is not listed on any State or local contracts for parts procurement. However, this vendor is available through the Sourcewell contract. For fiscal year **2025**, the **Department of Public Works (DPW)** has projected a total expenditure of **\$35,000.00** under this agreement.

The Sourcewell Contract #080124-FMC is valid through **November 14, 2028**. Therefore, I respectfully recommend and seek approval for the **City of Clifton to participate in this contract until its expiration date**.

Funding for this procurement is available in account **Vehicle Maintenance 01-201-260-315-202**. The City welcomes any comments or feedback from interested parties regarding this procurement. All input submitted during the comment period will be reviewed and considered prior to moving forward with the purchase.

Respectfully submitted,

Amisha Jariwala, QPA
Qualified Purchasing Agent

ITEM NUMBER: A- 7

ITEM NAME: Authorization to Approve an Amendment of Resolution R059-23,
Adopted January 17, 2023, for Vegetative Waste Disposal to Low Bidder
(R281-25)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
☐	memo	5/30/2025	Cover Memo

From: Vanwinkle, Jason <jvanwinkle@cliftonnj.org>

Sent: Thursday, May 29, 2025 9:16 AM

To: Tolosi, Kathleen <ktolosi@Cliftonnj.org>

Cc: Egan, Thomas <tegan@cliftonnj.org>; Oddo, Andrew <aoddo@Cliftonnj.org>; Jariwala, Amisha <ajariwala@cliftonnj.org>; Lapczynski, Janet <jlapczynski@cliftonnj.org>

Subject: Resolution R059-23

Kathleen,

Please see attached resolution. There is a typo on item 15. The price per cubic yard currently states on the resolution \$12.94 per cubic yard. It should be \$17.31. the total amount is good but that needs to be corrected.

We needs this for a cost savings project we are working on.

Thanks,

**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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RESOLUTION AWARDING BID CONTRACT FOR VEGETATIVE WASTE DISPOSAL TO RER SUPPLY LLC

WHEREAS, pursuant to resolution R403-22, adopted on September 6, 2022, Council authorized advertising for Vegetative Waste Disposal Services; and

WHEREAS, On October 12, 2022 the City received two bids which substantially exceeded appropriations, and Council rejected the same, and authorized readvertising for bids pursuant to R502-22, adopted November 1, 2022; and

WHEREAS, on Thursday December 8, 2022, the Purchasing Agent received and opened two sealed bids One from R.E.R Supply and other from Nature's choice in accordance with N.J.S.A. 40A:11-1 et seq., and RER Supply LLC was found to be the lowest responsive and responsible bidder; and

WHEREAS, the Public Works Director recommends an award of three (3) years to RER supply LLC located at 4 South Corporate Drive Riverdale, NJ 07547, with the following options:
Below is the list of bidders along with their respective bids for Option 1: Delivered by Scavengers or City Vehicles

Description/Item Number	R.E.R Supply (1/1/2023-12/31/2025)
Item# 4 Brush Waste Disposal - 18000 cubic yards	\$7.24/Cubic Yard
	Total: \$130,320.00
Item# 10 Tree Stumps & Logs Transported 6000 cubic yards	\$10.77/Cubic Yard
	Total: \$64,620.00
Total Contract Price A:	\$194,940.00

	Option Year One		Option Year Two
Item Number/Description	1/1/2026- 12/31/2026	Item Number/Description	1/1/2027- 12/31/2027
Item #5 - Disposal of Brush approximately 6000 cubic yards @ \$7.98 per cubic yard	\$47,880.00.00	Item #6 - Provide Disposal of Brush approximately 6000 cubic yards @ \$8.38 per cubic yard	\$50,280.00
Item#11 Disposal of Logs & Stumps 2000 cubic yards @ \$11.49 per cubic yard	\$22,980.00	Item#12 Disposal of Logs & Stumps 2000 cubic yards @ \$11.98 per cubic yard	\$23,960.00
Total Contract Price	\$70,860.00		\$74,240.00

Below is a list of bidders along with their respective bids for Option 2 : Transported by Contractor

Description/Item Number	R.E.R Supply (1/1/2023-12/31/2025)
Item# 13 Disposal of Vegetative Waste -45000 cubic yards	\$15.07/Cubic Yard
	Total: \$678,150.00
Item#19 Leaves Collected from DPW Yard 30,000 cubic yards	\$8.02/Cubic Yard
	Total: \$240,600.00
Total Contract Price: B	\$918,750.00

	Option Year One		Option Year Two
Item Number/Description	1/1/2026- 12/31/2026	Item Number/Description	1/1/2027- 12/31/2027
Item #14 - Veg Waste Disposal- 15000 cubic yards @\$16.52 c/y	\$247,800.00	Item #15 - Veg Waste Disposal 15,000 cubic yards @ \$12.94 c/y	\$259,650.00
Item #20 - Leaves -10,000 cubic yards @ \$8.76 c/y	\$87,600.00	Item #21 - Leaves -10,000 cubic yards @ \$9.16 c/y	\$91,600.00
Total Contract Price:	\$335,400.00		\$351,250.00

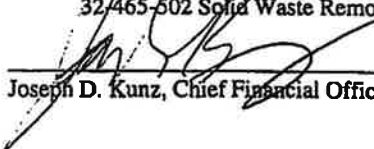
Hence the total amount of the contract for three years will be A+B = \$1,113,690.00 for the term of three years (1/1/2023 to 12/31/2025)

WHEREAS, the Qualified Purchasing Agent concurs with the Public Works Director that it is in the best interest of the City to award the contract as prescribed above, which allows the City to operate vegetative waste removal service without interruption, in accordance with N.J.S.A. 40A:11-1 *et seq.*;

WHEREAS, pursuant to said Local Public Contracts Law, N.J.S.A. 40A:11-1 *et. seq.*, the Municipal Council wishes to award the above contract to RER Supply LLC located at 4 South Corporate Drive Riverdale, NJ 07547, in accordance with the bid specifications and proposal as submitted and made part hereof; and;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Municipal Council of the City of Clifton, State of New Jersey as follows:

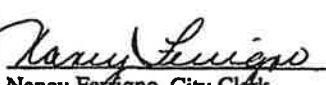
1. The award is authorized to RER Supply LLC for the providing of vegetative waste disposal for a contract period from January 1, 2023 to December 31, 2025.
2. The Total cost of the Three-Year Contract with the Options Requested will be \$1,113,690.00 plus the options set forth above exercisable in the future sole discretion of the City.
3. The option for Brush Logs and Stumps to be chipped on site by RER Supply as needed, at a cost of \$6490 per day, shall be encumbered via purchase order at time of such service requirement.
4. Funding for the above options under this Contract shall be available in Account # 01-203-32-465-502 Solid Waste Removal and is Subject to Future Budget Approvals.

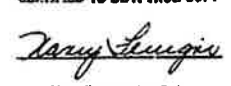

Joseph D. Kunz, Chief Financial Officer

1/10/2023
Date

Adopted January 17, 2023

CERTIFIED TO BE A TRUE COPY


Nancy Ferrigno, City Clerk


Nancy Ferrigno, City Clerk



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: December 13, 2022
Re: Authorization to Award Vegetative Waste Contract

Please accept this memo as my request for Council Approval to Award a Bid Contract for the Disposal of Vegetative Waste.

On Thursday December 8, 2022, at 11:00 am a Bid opening was held at the Clifton City Hall Conference Room 101 for the Disposal of Vegetative Waste.

There were (2) Two sealed Bids that Purchasing Agent James Jorgensen opened as per The Local Public Contract Law.

It is the Public Works Recommendation to Award a (3) Three year with (2) Two (1) One Year Extension Options. The term of this contract shall begin on January 1, 2023, and end on December 31, 2025. Option Year One would run January 1, 2026, and end on December 31, 2026. Option Year Two would run January 1, 2027, and end on December 31, 2027. This Contract Shall be Awarded to RER supply LLC located at 4 South Corporate Drive Riverdale, NJ 07547 with the following options.

- Brush Waste Delivered by Scavenger or City Vehicle. Item # 4 – Option Contract Term: 1/1/2023-12/31/2025 Provide Disposal of Brush approximately 18,000 cubic yards @ \$7.24 per cubic yard for a total of \$130,320.00.
- Brush Waste Delivered by Scavenger or City Vehicle. Item # 5 Option Year one 1/1/2026-12/31/2026. Provide Disposal of Brush approximately 6000 cubic yards @ \$7.98 per cubic yard for a total of \$47,880.00.

- Brush Waste Delivered by Scavenger or City Vehicle. Item # 6 Option Year one 1/1/2027-12/31/2027. Provide Disposal of Brush approximately 6000 cubic yards @ \$8.38 per cubic yard for a total of \$50,280.00.
- Logs and Stumps Delivered by Scavenger or City Vehicle. Item # 10 Option Contract Term: 1/1/2023-12/31/2025 Tree Stumps and Logs delivered approximately 6000 cubic yards @ 10.77 per cubic yard for a total of \$64,620.00.
- Logs & Stumps Delivered by Scavenger or City Vehicle. Item # 11 Option Year one 1/1/2026-12/31/2026. Provide Disposal of Logs & Stumps 2000 cubic yards @ \$11.49 per cubic yard for a total of \$22,980.00.
- Logs & Stumps Delivered by Scavenger or City Vehicle. Item # 12 Option Year one 1/1/2027-12/31/2027. Provide Disposal of Brush approximately 2000 cubic yards @ \$11.98 per cubic yard for a total of \$23,960.00.
- Disposal of Vegetative Waste Transported by Contractor. Item # 13 – Contract Term: 1/1/2023-12/31/2025. Provide disposal of Vegetative Waste estimated 45,000 cubic yards @ \$15.07 per cubic yard for a total of \$678,150.00.
- Vegetative Waste Transported by Contractor. Item # 14 Option Year one 1/1/2026-12/31/2026. Provide Disposal of vegetative Waste approximately 15,000 cubic yards @ \$16.52 per cubic yard for a total of \$247,800.00.
- Vegetative Waste Transported by Contractor. Item # 15 Option Year one 1/1/2027-12/31/2027. Provide Disposal of vegetative Waste approximately 15,000 cubic yards @ \$17.31 per cubic yard for a total of \$259,650.00.
- Leaves Transported by Contractor. Item # 19- Contract Term: 1/1/2023-12/31/2025. Leaves collected from DPW Yard approximately 30,000 cubic yards @ \$8.02 per cubic yard for a total of \$240,600.00.
- Leaves Transported by Contractor. Item # 20 Option Year one 1/1/2026-12/31/2026. Leaves collected from DPW Yard approximately 10,000 cubic yards @ \$8.76 per cubic yard for a total of \$87,600.00.
- Leaves Transported by Contractor. Item # 21 Option Year one 1/1/2027-12/31/2027. Leaves collected from DPW Yard approximately 10,000 cubic yards @ \$9.16 per cubic yard for a total of \$91,600.00.

If the Governing body would like to consider the (5) Five years in total. The cost for years and items listed above would be \$1,945,440.00.

I have broken down the following options for further consideration.

- Contract Duration 1/1/2023-12/31/2025 (3) Year Contract.
Brush Waste Delivered by Scavenger, Logs and Stumps Delivered by Scavenger, Disposal of Vegetative Wasted Transported by Contractor, Leaves Transported by Contractor for a Total of \$1,113,690.

- Contract Duration 1/1/2026-12/31/2026 (1) One Contract Extension.

Brush Waste Delivered by Scavenger, Logs and Stumps Delivered by Scavenger, Disposal of Vegetative Wasted Transported by Contractor, Leaves Transported by Contractor for a Total of \$406,260.00.

- Contract Duration 1/1/2027-12/31/2027 (1) One Contract Extension.

Brush Waste Delivered by Scavenger, Logs and Stumps Delivered by Scavenger, Disposal of Vegetative Wasted Transported by Contractor, Leaves Transported by Contractor for a Total of \$425,490.00.

Funding for the above options under this Contract shall be available in Account # 01-203-32-465-502 Solid Waste Removal and is Subject to Future Budget Approvals.

The option for Brush Logs and Stumps to be chipped on site by RER Supply as needed, at a cost of \$6490 per day, shall be encumbered via purchase order at time of such service requirement.

Accordingly, I Request Purchasing Agent Amisha Jariwala please prepare the applicable Resolution.

ITEM NUMBER: A- 8

ITEM NAME: Authorization to Approve the Crime Risk Insurance Policy Renewal
(R282-25)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
☐ memo	5/21/2025	Cover Memo



City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

A-8

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

May 19, 2025

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

Re: **Crime Risk Insurance Policy Renewal**

Dear Mayor Grabowski and Members of the Municipal Council:

Attached you shall find an email from Justin Gallo of Polaris Galaxy Group, the City's insurance broker, recommending renewal of the City's crime insurance policy with AIG/Alliant. AIG/Alliant's proposal is attached together with Mr. Gallo's analysis. There is a decrease in premium from \$8,548 to \$8,538.

Thank you for your consideration in this matter.

Very truly yours,

/s/ Andrew P. Oddo

ANDREW P. ODDO
First Assistant Municipal Attorney

APO/kmk
Enc.

Kaufman, Kaitlyn

From: Justin Gallo <jgallo@POLARISGALAXY.com>
Sent: Monday, May 19, 2025 3:01 PM
To: Oddo, Andrew; DeMarzo, Gary
Cc: Kaufman, Kaitlyn
Subject: City of Clifton - 2025 Crime Renewal Comparison & Quote
Attachments: City of Clifton- 25_26 ACIP Proposal.pdf; 2025 Crime Renewal Comparison.pdf; City of Clifton- ACIP Loss Runs.pdf

Importance: High

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.

Good morning Gary and Andy,

Please find attached 2025-2026 Crime Renewal Comparison. The Crime Renewal remains tough due to loss history over the past three years. We had three claims submitted; on 9/2/22, 3/24/23, and 3/28/23. Thankfully, two of the claims were closed because the funds were recovered, but one claim ended up paying a total loss of \$221,418.37. The other two claims would've also triggered payments by the carrier if we didn't recover the funds. Due to the nature of the losses and the size of the one loss, we received many denials again. (I have attached the loss runs for reference.)

We received denials from Hartford, Zurich, Chubb, Great American, and Travelers this year due to either loss history, unable to compete, or nature of the risk.

We received a renewal quote with AIG which is \$10 less than expiring premium. A decrease in premium at expiring terms is what we believe is the best route instead of tapping into surplus lines markets with non-admitted carriers.

- The Fraud Impersonation Deductible will remain at \$50,000. (This is the coverage in which all three claims were reported under.)
- @DeMarzo, Gary will need to sign on pages 17 and 19 of the attached "City of Clifton- 25-26 ACIP proposal" as well.

The premium will be \$8,538.00 total for 7/1/25-7/1/26.

Once I have confirmation to move forward with renewing the above mentioned Renewal Quote for \$8,543 and obtain the completed & signed application, I can then look to bind coverage effective 7/1/2025

If anyone has any question regarding the renewal, coverage, or requires further information from our wholesaler including their email containing the marketing summary; please let me know.

Thank you,

Justin Gallo, CPIA

Manager

Public Entity Account Executive

777 Terrace Avenue, Suite 309

Hasbrouck Heights, NJ 07604 .

Email:

Direct: 551-345-9062

Mobile: 201-914-2092



Polaris Galaxy Group

Patel - Patel - Patel - Patel - Patel - Patel - Patel - Patel - Patel - Patel

Patel - Patel - Patel - Patel - Patel - Patel - Patel - Patel - Patel - Patel



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City of Clifton

ALLIANT CRIME INSURANCE PROGRAM (ACIP) Government Crime Insurance Proposal

Presented by Doug Wozniak
Presented on May 18, 2025

Alliant Insurance Services, Inc.
18100 Von Karman Avenue 10th Floor
Irvine, CA 92612
O 949 756 0271
F 619 699 0906

CA License No. 0C36861

www.alliant.com

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Company Profile

Alliant provides risk management, insurance, and consulting services to thousands of clients nationwide, delivering tailored products and services engineered to mitigate risk, improve performance, and promote long-term growth. Our core business includes property and casualty insurance services, middle-market brokerage, employee benefits, and underwriting, each staffed with dedicated industry specialists who understand the unique market dynamics facing their clients.

In addition to our 90-plus year legacy of service and results, Alliant is one of the industry's fastest-growing organizations. As America's 10th largest insurance brokerage, we have an active presence in every U.S. market and an extensive arsenal of best-in-class resources and intelligence that moves our clients forward in today's competitive market climate.

Alliant has a broad reach that covers a wide range of industries, including:

- Agriculture
- Aviation
- Construction
- Energy and Marine
- Environmental
- Healthcare
- Financial Institutions
- Law
- Public Entity
- Real Estate
- Tribal Nations
- And many more

Alliant Advantages

	Alliant	Competition
90 years of leadership in meeting the insurance needs of businesses and public entities across the US.	✓	
National presence with best-in-class resources and expertise.	✓	
Privately owned and operated.	✓	
Flat management structure with no bureaucracy, empowering senior leadership to take a hands-on approach to client service that expands the entire lifecycle of the relationship.	✓	
A full-service insurance agency that addresses all of your risk and insurance needs, including property, casualty, life, and health.	✓	
A diverse team of industry specialists who understand the unique needs of your business.	✓	
Considerable buying power through more than 40 insurance carriers, enabling for the delivery of the best coverage at the most competitive pricing	✓	
State-licensed support staff.	✓	
A full-service approach that includes risk management services to help identify hazards and present options.	✓	
Workers' compensation insurance claims management at no additional charge.	✓	

Your Service Team

Doug Wozniak
Senior Vice President

dwozniak@alliant.com

Phone: 949 660 8166

Tom E. Corbett
Senior Vice President

tecorbett@alliant.com

Phone: 949 660 8132

Mariana Salyer, CISR
Account Executive

msalyer@alliant.com

Phone: 949 660 5982

Erin Bullard
Account Executive

Erin.Bullard@alliant.com

Phone: 949 260 5071

Named Insureds

City of Clifton

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

Premium Summary

Coverage	Expiring Premium		Renewal Premium	
Government Crime	\$	8,548.00	\$	8,538.00
TOTAL	\$	8,548.00	\$	8,538.00

*Includes New Jersey Surcharge

Payment Terms

- Premium is due to Alliant within 25 days of effective date
- Agency Bill
- Payment Plan: Annual

Government Crime Coverage

Insurance Company	National Union Fire Insurance Company of Pittsburgh, Pa.
A.M. Best Rating	A (Excellent), Financial Size Category: XV (Greater than or Equal to \$2 Billion) as of December 6, 2024
Standard & Poor's Rating	A+ (Strong) as of May 22, 2024
New Jersey Status	Admitted
Policy/Coverage Term	July 1, 2025 to July 1, 2026
Retroactive Date	March 1, 2014 \$200,000 Limit before March 1, 2014 \$1,000,000 Limit after March 1, 2014
Coverage	Government Crime Policy on Discovery form including the following coverages: • Employee Theft – Per Loss Coverage • Forgery or Alteration • Inside the Premises – Theft of Money and Securities • Inside the Premises – Robbery & Safe Burglary of Other Property • Outside the Premises • Computer Fraud • Funds Transfer Fraud • Money Orders & Counterfeit Money
Limits	\$ 1,000,000 Each Coverage Above
Deductible	\$ 5,000 Each Coverage Above Except \$ 0 Forgery or Alteration
Designated Agents as Endorsed	None reported If your entity has a written agreement in place with any person, partnership or corporation to act as your Designated Agent and needs to be included for coverage, please contact Alliant to request approval.

Government Crime Coverage - Continued

Endorsements

(including but not limited to)

- Economic Sanctions Endorsement
- New Jersey Changes
- Notice of Claim (Reporting by E-Mail)
- Add Faithful Performance of Duty Coverage for Government Employees - \$1,000,000 Per Loss Coverage
- Add Credit, Debit or Charge Card Forgery - \$1,000,000
- Bonded Employees Exclusion Deleted
- Cancellation Amendatory (Return Pro Rata)
- Include Treasurer or Tax Collectors as Employees - All
- Employee Post Termination Coverage – 90 Days
- Cancellation of Policy Amended – 120 Days
- Include Chairperson and Members of Specified Committees as Employees – All
- Include Designated Persons or Classes of Persons as Employees - (1) Any directors or trustees of any of those named as insured (2) Any board members of any of those named as insured (3) Any elected or appointed officials
- Include Specified Non-Compensated Officers as Employees - All
- Include Volunteer Workers as Employees
- Revision of Discovery and Prior Theft or Dishonesty - \$25,000, The Risk Management Department or other department designated to handle insurance matters for the named insured
- Conditions Amended (Subrogation)- Transfer of Your Rights of Recovery Against Others to Us - With respect to losses resulting from the failure of any employee to faithfully perform his or her duties as prescribed by law, the company may subrogate only due to actual fraud, corruption, actual malice, or where the employee or a person or entity was unjustly enriched
- Vendor Theft Coverage Endorsement - \$1,000,000 Limit excess of vendor insurance policy required by contract. If vendor policy is not valid or collectible, this sublimit applies to loss

Government Crime Coverage - Continued

Endorsements - Continued (including but not limited to)

- excess of \$500,000. Coverage not applicable if crime insurance is not required in a written agreement
- Third Party Coverage Identified Employee - \$250,000 Sublimit with \$25,000 Deductible
- Blanket Loss Payee (Where Legally Permissible)
- Include Leased Workers as Employees
- Impersonation Fraud Coverage Government Crime Discovery Form - Primary to Other Insurance - \$250,000 sub-limit with \$50,000 deductible – Does not apply to any losses prior to July 1, 2016
- Expenses Incurred to Establish Amount of Covered Loss - \$75,000 / 100%
- Retro Date Endorsement
- Additional Named Insured - Coverage extended to all Agencies, Authorities and Districts (including Special Districts) which are governed directly by the governing body of the Named Insured
- Cyberextortion Exclusion Resulting Directly
- Toll Fraud Coverage - \$100,000 Sublimit, \$5,000 Deductible

Exclusions (including but not limited to)

- Cyberextortion Resulting Directly
- Unauthorized disclosure of confidential information
- Governmental Action
- Protected Information
- Indirect or Consequential Loss
- Legal Fees and Expenses
- Nuclear Hazard
- Pollution
- War and Military Action
- Inventory Shortages
- Trading losses
- Accounting or Arithmetical Errors or Omissions
- Exchanges or Purchases
- Fire

Government Crime Coverage - Continued

Exclusions - Continued

(including but not limited to)

- Money Operated Devices
- Motor Vehicles or Equipment and Accessories
- Transfer or Surrender or Property
- Vandalism
- Voluntary Parting of Title to Possession of Property

Total Cost

\$	8,524.00	Policy Premium
\$	14.00	<u>New Jersey Surcharge</u>
\$	8,538.00	Total Cost

Minimum Earned Premium

Not applicable

Policy Auditable

Not auditable

Claims Reporting Procedure

AIG
 Financial Lines Claims
 P.O. Box 25947
 Shawnee Mission, KS 66225
 Fax: 866 227 1750
 Email: c-claim@AIG.com

Also Please forward a copy of the loss to:
 Alliant Insurance Services, Inc.
 Attn: Robert Frey
 560 Mission Street, 6th Floor
 San Francisco, CA 94105
 Phone: 415 403 1400
 Fax: 415 403 1466
 rfrey@alliant.com

Alliant Insurance Services, Inc.
 Attn: Elaine Tizon, Assistant Vice President
 560 Mission Street, 6th Floor
 San Francisco, CA 94105
 Phone: 415 403 1400
 Fax: 415 403 1466
 E-Mail: Elaine.Tizon@alliant.com

Government Crime Coverage - Continued

Quote Valid Until

June 15, 2025

Binding Conditions

- Signed and dated Request to Bind Coverage
- Payment due to Alliant within 25 days of effective date

See Disclaimer Page for Important Notices and Acknowledgement

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

New York Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Other Disclosures / Disclaimers - Continued

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a "blanket" additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.

Optional Coverages

The following represents a list of insurance coverages that may not be included in this proposal but are optional and may be available with further underwriting information. This list is not inclusive of all coverages and if you have questions contact your Alliant representative. If you would like addition quotes please check Yes/No across from the coverage below, sign and return.

Target Coverages

	Yes	No
CYBER RISK	☐	☐
MANAGEMENT LIABILITY		
Directors & Officers Liability	☐	☐
Employment Practices Liability	☐	☐
Fiduciary Liability	☐	☐
UMBRELLA / EXCESS LIABILITY (Increased Liability Limits)	☐	☐
Selecting the "Reject All or Accept All" option will override any selections you have made above	☒ Reject All ☐ Accept All for Consideration	

Signature of Authorized Insurance Representative City Manager	Date
Title Gary DeMarzo	
Printed / Typed Name	

Optional Coverages – Continued

Other Coverage Options

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here which are unique to your organization.

- Business Income/Extra Expense
- Earthquake
- Employed Lawyers
- Employee Benefits Liability
- Equipment Breakdown
- Food Borne Illness
- Foreign Insurance
- Garagekeepers Liability
- Hired Auto Physical Damage
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Network Security / Privacy Liability and Internet Media Liability
- Non-Owned & Hired Automobile Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Professional Liability
- Property in Transit
- Property of Others (Clients, Employees, Other)
- Special Events Liability
- Spoilage
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers Compensation & Employers Liability
- Workplace Violence

Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free>

<https://consumers.ambest.com/content.aspx?rec=261613>

<http://www.irmi.com/online/insurance-glossary/default.aspx>



Request to Bind Coverage

City of Clifton

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:	Annual Premium
Government Crim Policy Period: July 1, 2025 to July 1, 2026	☒ \$1,000,000 Limit and 5,000 Deductible	\$8,538 Includes New Jersey Surcharge

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative

Date

City Manager

Title

Gary DeMarzo

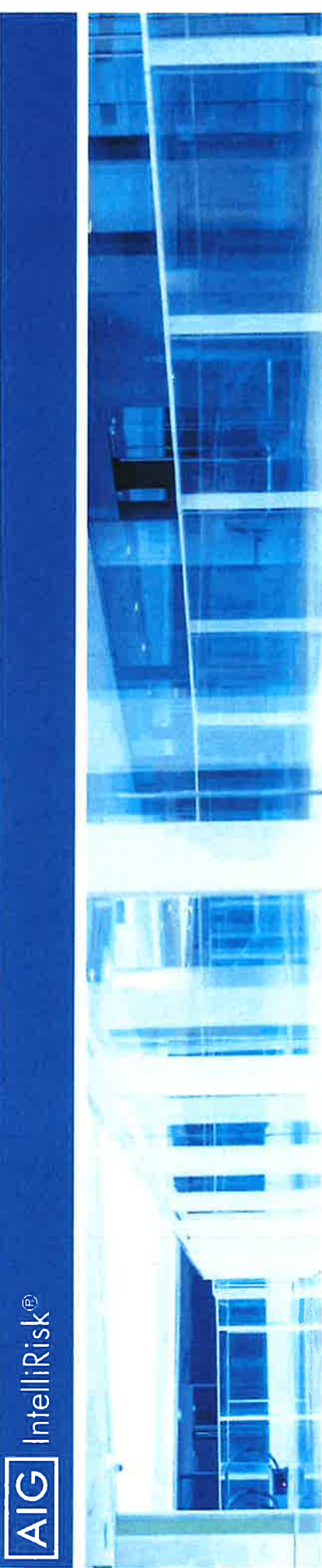
Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*

City of Clifton - Crime Renewal
7/1/2025 7/1/2026

Renewal Quote (AG)
***Our Suggested Quote**

	Renewal Quote (AG) *Our Suggested Quote	Renewal Quote (AG) *Our Suggested Quote	The Hartford	Zurich	Chubb	Great American	Travelers
Employee Theft - Per Loss Coverage	\$1,000,000	\$1,000,000	*Declined due to recent losses.	*Declined due to loss history over the last year.	*Declined due to loss history and claims profile	*Declined. They advised they could not compete with AGS even with the increase and could not match the terms being offered by incumbent.	*Declined due to loss history and requested limits.
Forgery and Alteration	\$1,000,000	\$1,000,000	Three claims reported over the past year, resulting in about \$222,000 in payments.				Three claims reported over the past year, resulting in about \$222,000 in payments.
Inside the Premises - Theft of Money and Securities	\$1,000,000	\$1,000,000					
Inside the Premises - Robbery & Safe Burglary of Prop.	\$1,000,000	\$1,000,000					
Outside the Premises (Money, Securities and Other Prop.)	\$1,000,000	\$1,000,000					
Computer Fraud	\$1,000,000	\$1,000,000					
Money Orders & Counterfeit Money	\$1,000,000	\$1,000,000					
Funds Transfer Fraud	\$1,000,000	\$1,000,000					
Credit, Debit or Charge Card Forgery	\$1,000,000	\$1,000,000					
Retentions							
	\$5,000 Each Coverage Above \$0 Forgery & Alteration	\$5,000 Each Coverage Above \$0 Forgery & Alteration					
	\$50,000 Impersonation Fraud	\$50,000 Impersonation Fraud				Minimum Ded would be \$50k	
Retrospective Date:							
	1-Mar-14	1-Mar-14					
	\$200,000 Limit Before 3/1/14	\$200,000 Limit Before 3/1/14					
	\$1,000,000 Limit After 3/1/14	\$1,000,000 Limit After 3/1/14					
Renewal Premium							
Includes Surcharges/Assessments/Taxes	\$8,548 Annually	\$8,538 Annually					



AIG Loss Run

Policy :

0024063723-029-000 CITY OF CLIFTON
0014204074-029-000 CITY OF CLIFTON
0014217075-029-000 CITY OF CLIFTON
0015464563-029-000 CITY OF CLIFTON
0015283861-029-000 CITY OF CLIFTON
0013587007-029-000 CITY OF CLIFTON

Filters:

Status = ALL

Requester ID:

527610

Report Date / Time:

04/26/2023 17:24 EST

Valuation Date:

03/31/2023

Source:

US/CA

The AIG Loss Run is a detail report, providing claim and financial information.
Run additional reports using IntelliRisk at <https://aig.com/ir>.

Certain claim information may not be available in this report, since data availability can vary based on the insurance program or benefit state (due to regulatory considerations). The content contained in this report is subject to privacy and security laws and should be handled in accordance with the applicable laws and regulations. This report is intended for review and use by authorized representatives of the insured or other parties authorized by the insured solely for legitimate business reasons. The information contained herein should be treated as privileged and confidential. If you are not the intended recipient, you are hereby notified that any disclosure, copy or distribution of this information is strictly prohibited, as is the taking of any action by you in reliance on its contents. If you received this communication in error, please notify us immediately.



IntelliRisk®



Continued

AIG Loss Run

Policy :

AIG Loss Run
Financial Lines Claims

PAGE: 3

Policy : CF 0013587007-029-000 CITY OF CLIFTON 07/01/2021 - 07/01/2023 Report Date / Time: 04/26/2023 17:24 EST
Valuation Date: 03/31/2023
Currency: USD

Claimant Name Claim # / OneClaim # Loss Date	Loss State Receipt Date	Div / H.O. Status Closed Date	Adjuster Name Manager Name	Loss Description	Loss Paid
Clifton (Fraudulent WC Check) 501-993303-001 / 5742510682US 02/17/2023	NJ 02/22/2023	039/165 Closed 03/26/2023	ANDRE BAGHDASARIAN JUDITH BLAKE	Claim alleging fraudulent workers' compensation check # 37006.	.00
CITY OF CLIFTON (Fraud Payme) 501-966317-001 / 7891105148US 10/12/2022	NJ 10/13/2022	039/165 Closed 03/24/2023	ANDRE BAGHDASARIAN JUDITH BLAKE	Claim alleging fraud payment in the amount of \$592, 757.	221,418.37
City of Clifton(Check Fraud) 501-958516-001 / 0622996771US 08/25/2022	NJ 09/02/2022	039/165 Closed 12/22/2022	TERESA ROBBINS JUDITH BLAKE	Claim alleging check fraud.	.00

Pol-Asco-Mod: 0013587007-029-000 Claim Count = 3 221,418.37

ALG Loss Run Financial Lines Claims

Policy :	CF 0014204074-029-000	CITY OF CLIFTON	07/01/2015 - 07/01/2016	Report Date / Time:	04/26/2023 17:24 EST
				Valuation Date:	03/31/2023
				Currency:	USD

Claimant Name	Div / H.O.	Adjuster Name	Loss Paid
Claim # / OneClaim #	Status	Manager Name	
Loss Date	Closed Date	Loss Description	
/	039/	No Claims for Policy 0014204074-029-000	/ Criteria
Pol-Asco-Mod: 0014204074-029-000			Claim Count = 0

AIG Loss Run Financial Lines Claims

Policy : CF 0014217075-029-000 CITY OF CLIFTON 07/01/2016 - 07/01/2017

Report Date / Time: 04/26/2023 17:24 EST
Valuation Date: 03/31/2023
Currency: USD

Claimant Name Claim # / OneClaim # Loss Date	Loss State Receipt Date	Div / H.O. Status Closed Date	Adjuster Name Manager Name	Loss Description	Loss Paid
039/					
No Claims for Policy 0014217075-029-000 / Criteria					
Claim Count = 0					.00
Pol-Acco-Mod: 0014217075-029-000					.00

AIG Loss Run
Financial Lines Claims

Policy : CF 0015283861-029-000 CITY OF CLIFTON 07/01/2017 - 07/01/2019 Report Date / Time: 04/26/2023 17:24 EST
Valuation Date: 03/31/2023
Currency: USD

Claimant Name Claim # / OneClaim # Loss Date	Loss State Receipt Date	Div / H.O. Status Closed Date	Adjuster Name Manager Name	Loss Description	Loss Paid
/		039/		No Claims for Policy 0015283861-029-000 / Criteria	.00
Pol-Agco-Mod: 0015283861-029-000				Claim Count = 0	.00

AIG Loss Run Financial Lines Claims

Policy : CF 0015464563-029-000 CITY OF CLIFTON 07/01/2019 - 07/01/2021 Report Date / Time: 04/26/2023 17:24 EST
Valuation Date: 03/31/2023
Currency: USD

Claimant Name Claim # / OneClaim # Loss Date	Loss State Receipt Date	Div / H.O. Status Closed Date	Adjuster Name Manager Name	Loss Description	Loss Paid

/ 039/ No Claims for Policy 0015464563-029-000 / Criteria .00

Pol-Asco-Mod: 0015464563-029-000 Claim Count = 0 .00

AIG Loss Run Financial Lines Claims

Policy : 0024063723-029-000 CITY OF CLIFTON 03/01/2014 - 07/01/2015 Report Date / Time: 04/26/2023 17:24 EST
 Valuation Date: 03/31/2023
 Currency: USD

Claimant Name Claim # / OneClaim # Loss Date	Loss State Receipt Date	Div / H.O. Status Closed Date	Adjuster Name Manager Name	Loss Description	Loss Paid
/		039/		No Claims for Policy 0024063723-029-000 / Criteria	.00
Pol-Asco-Mod: 0024063723-029-000				Claim Count = 0	200

ITEM NUMBER: A- 9

ITEM NAME: Authorization to Approve Affordable Housing Counsel (R283-25)
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
 memo	5/21/2025	Cover Memo



City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

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

May 21, 2025

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

Re: **Affordable Housing Counsel**

Dear Mayor Grabowski and Members of the Municipal Council:

When the Council appointed Eric M. Bernstein as Affordable Housing Counsel it set a not to exceed amount of \$5,000. Mr. Bernstein has reached that cap and is requesting additional funds. It is important to note that his fees are paid out of the City's Reserve for COAH Account, Account # 18-286-56-850-800, so that there is no direct cost to taxpayers for these services. This request is only to authorize the additional expenditure of \$5,000 from the affordable housing trust fund for a total not to exceed amount of \$10,000. An authorizing resolution appears on the agenda.

Very truly yours,

/s/ Andrew P. Oddo

ANDREW P. ODDO
First Assistant Municipal Attorney

APO/kmk

ITEM NUMBER: A- 10

ITEM NAME: Authorization to Approve Defense of Worker's Compensation Claims
(R284-25)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
☐ Letter	5/28/2025	Cover Memo



City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

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

May 28, 2025

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

Re: **Defense of Worker's Compensation Claims**

Dear Mayor Grabowski and Members of the Municipal Council:

The City of Clifton currently retains Albert Buglione, Esq. of Buglione, Hutton & De Yoe, LLC as outside legal counsel for the defense of worker's compensation claims. This position was not on our list of request for proposals as the City opted to reappoint this firm last year due to the fact that they have not increased their rates since 2014. When the City last advertised an RFP for this position the next lowest proposal was more than three times higher than Mr. Buglione's proposal. Mr. Buglione's rates are:

Flat Fee, half of which is payable upon receipt of the file, to cover one calendar year:	\$497.00
Flat fee, payable for each calendar year thereafter that the file remains open:	\$100.00
Hourly rate for all trial work involving the initiation of testimony for any Second Injury Fund Matter:	\$90.00
Hourly rate for scheduling of IME's:	\$85.00

The defense of worker's compensation claims is paid out of the Worker's Compensation Trust account. In the event that the Council wishes to reappoint Mr. Buglione at the current rates, a resolution appears on the agenda.

Very truly yours,

/s/ Andrew P. Oddo

ANDREW P. ODDO
First Assistant Municipal Attorney

APO/kmk

ITEM NUMBER: A- 11

ITEM NAME: Authorization to Approve the Increase in Maximum Amount of Clifton Home Improvement Program (CHIP) Loans (R285-25)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
 memo	5/28/2025	Cover Memo

Oddo, Andrew

From: Sidoti, Donna
Sent: Friday, May 23, 2025 12:50 PM
To: Oddo, Andrew
Cc: Rodgers, Brian; jillhartpp@aol.com
Subject: Increase In CHIP Grant
Attachments: CHIP PROCEDURE MANUAL \$20,000.docx; 2025 Uncapped Income Limit Resolution.docx

Andrew:

Our CHIP (Clifton Home Improvement Program) currently offers a grant of up to \$10,000 to repair violations of the City's Ordinance. We would like to increase the grant to \$20,000. This is a federal grant given by the Department of Housing and Urban Development through our Community Development Block Grant.

The homeowner applying for the grant must agree to bring the home into compliance upon receiving the grant. Most improvements cost well above the current allowable \$10,000 grant, therefore, causing the homeowner the need to find additional funding in order to be compliant. Being that homeowners who qualify for the CHIP grant are low or low/moderate income households, we find that they are having a difficult time securing the additional funds for compliance.

Can you please prepare a resolution increasing the CHIP grant to \$20,000?

I have attached a copy of the Program Manual and the most recent Resolution showing the 2025 Uncapped Income Limits that we use to qualify the applicants.

If you have any questions, please feel free to contact me.

Thank you.

Donna
.org

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ITEM NUMBER: A- 12

ITEM NAME: Authorization to Approve Underground Storage Tank Insurance Policy
Renewal (R286-25)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
☐ memo	5/28/2025	Cover Memo
☐ backup	5/28/2025	Cover Memo



City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

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

May 28, 2025

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

Re: Underground Storage Tank Insurance Policy Renewal

Dear Mayor Grabowski and Members of the Municipal Council:

The City of Clifton's Underground Storage Tank Insurance Policy expires August 6, 2024. The City's Insurance Broker, Polaris Galaxy Group, solicited quotes for renewal and recommends that the City renew its policy with the current carrier, Rivington Partners, as set forth in the attached letter from Justin Gallo dated May 28, 2025. A resolution authorizing the renewal of this policy appears on the agenda.

Thank you for your consideration in this matter.

Very truly yours,

/s/ Andrew P. Oddo

ANDREW P. ODDO
First Assistant Municipal Attorney

APO/kmk
Enc.

Kaufman, Kaitlyn

From: Justin Gallo <jgallo@POLARISGALAXY.com>
Sent: Wednesday, May 28, 2025 9:52 AM
To: DeMarzo, Gary; Kaufman, Kaitlyn; Oddo, Andrew
Subject: 2025 Underground Storage Tank Renewal Comparison and Quote
Attachments: _2025 Tank Renewal Quote.pdf; Rivington 2025 Quote V2.pdf; Tank Tight Test.pdf; Tank Tight Test.pdf; Enviornmental Package_Tank.pdf

Importance: High

CAUTION: This email originated outside the City of Clifton's email system.

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Good morning All,

Please find attached 2025-2026 Tank Renewal Comparison and Letter. This is set to renew on 8/7/2025. Our recommendation is to bind the current carrier quote at a flat \$0 renewal. We went to market, and the results were not favorable as underground storage tanks continue to be a pain point.

We were able to secure renewal terms from the current carrier Rivington at no increase in premium. The renewal premium would be as expiring at \$10,350. The deductible will stay the same at \$50,000. The next best option we received was from Ironshore, although they would place a \$500,000 deductible on any claims stemming from an Underground Tank. Also, their claims expense limit is only \$250,000 compared to the \$1,000,000 with Rivington. The premium would be \$12,891.48 compared to the renewal at \$10,350.

Our offices highly recommend binding the \$1,000,000 / \$50,000 policy with Rivington for \$10,350.00 effective 8/7/2025. To bind, we would need:

- 1.) Your confirmation to do so.
- 2.) Signed TRIA form (Page 9 of document "Rivington 2025 Quote V2")
- 3.) Most Recent UST Tank Tightness Test Results (ATG system Continuous Statistical Leak Detection (CSLD) tapes acceptable) We have the most recent attached but would need new ones in July or August.

Please let me know if you have any questions. Thank you!

Justin Gallo, CPIA

Manager
Public Entity Account Executive

777 Terrace Avenue, Suite 309
Hasbrouck Heights, NJ 07604
Email: JGallo@polarisgalaxy.com
Direct: 551-345-9062
Mobile: 201-914-2092



Polaris Galaxy Group

Public, Entity, Insurance & Risk Management



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City of Clifton - UST Renewal
8/7/2025-8/7/2026

	Rivington Expiring Quote 2024 \$1MIL Limits	Rivington Expiring Quote 2025 \$1MIL Limits	Ironshore \$1MIL Limits	Great American DEDUCTIBLE	Avon
Covered Location Pollution Liability Per Pollution Condition	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Covered Location Pollution Liability Aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
DEDUCTIBLE	\$50,000 All Tanks	\$50,000 All Tanks	\$25,000	\$50,000	\$25,000
			\$500k on UST Events		
Claims Expense	\$1,000,000	\$1,000,000	\$250,000		
Renewal Premium	\$10,350.00	\$10,350.00	\$12,891.48	\$20,000-\$25,000	\$31,000 + Tax & Fees
Includes Surcharges/Assessments/Taxes					
				Cannot consider both tanks.	
				900 Clifton is too old for standards.	
				Would have to put two policies in place	

ITEM NUMBER: A- 13

ITEM NAME: Authorization to Approve Labor Counsel Request for Increase (R287-25)
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	letter	5/29/2025	Cover Memo



City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

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

May 28, 2025

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

Re: **Labor Counsel Request for Increase**

Dear Mayor Grabowski and Members of the Municipal Council:

The City's Labor Counsel Richard Flaum, Esq., of DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis, Lehrer & Flaum, P.C. was initially appointed with a not to exceed cap of \$135,000 and additional funds approved with a total not to exceed cap of \$165,000. Mr. Flaum estimates that his invoices through the end of his current term will be \$25,000. Consistent with Mr. Flaum's estimate, a resolution appears on the agenda increasing the not to exceed cap to \$190,000. The invoices are paid out of the Personnel Office Legal Fees Account, number 01-201-20-105-263.

Please also be aware that the contract term expires on August 7, 2025. The Council may either reappoint Mr. Flaum or authorize requests for proposals. In the event that the Council wishes to authorize RFP's, a resolution appears on the agenda.

Very truly yours,

/s/ Andrew P. Oddo

ANDREW P. ODDO
First Assistant Municipal Attorney

APO/kmk

ITEM NUMBER: A- 14

ITEM NAME: Authorization to Approve the City of Clifton's Discrimination and Harassment Policy (R288-25)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	memo	5/29/2025	Cover Memo



City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

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

May 27, 2025

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

Re: **City of Clifton Discrimination and Harassment Policy**

Dear Mayor Grabowski and Members of the Municipal Council:

Please accept the following opinion letter regarding the City's Discrimination and Harassment Policy. Attached you shall find the relevant portion of the City's Personnel Manual that covers Discrimination and Harassment. The policy states:

All complaints of harassment or discrimination will be promptly and thoroughly investigated. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation will include interviews with the person filing the complaint, the person(s) alleged to have committed the harassment or discrimination, and any pertinent witnesses to the conduct in question.

Attached you shall also find an excerpt from the Equal Employment Opportunity Commission's ("EEOC") document titled "Enforcement Guidance on Harassment in the Workplace." According to the EEOC, when an employer has notice of unlawful harassment by both employees or non-employees, it must act "reasonably" to correct the harassment. This includes conducting a "prompt and adequate investigation." An investigation is "prompt" if it is conducted "reasonably soon" after the employer receives the complaint of harassment. This is fact-specific, but, according to the EEOC, waiting two months or more to open an investigation is not prompt unless specific circumstances warranted such a delay. An investigation is "adequate" if it is sufficiently thorough to obtain a "reasonably fair estimate of the truth." This means that, at minimum, the investigation must be conducted by a neutral party and must seek information about the conduct from all parties involved. The alleged harasser should not be a supervisor of the individual conducting the investigation and should not have direct or indirect control over the investigation.

The question was raised whether or not the person conducting the investigation could be an employee of the City. Given that the City's policy requires the investigation to "maintain confidentiality to the extent practicable" and the EEOC requires investigations to be conducted by a "neutral party" the best way to comply with these requirements is to utilize an outside investigator

who is not an employee of the City. When the alleged harasser is a Council member, an outside investigator must be used in order to avoid the investigator being a subordinate of the Council. The process of employing outside counsel to conduct such investigations has been endorsed by the City's outside employment counsel and the City's excess insurance carriers. As such, no change to this policy should be taken without the prior approval of our excess insurance carrier.

The City of Clifton employs over 700 people. Complaints of harassment and discrimination, founded or unfounded, are going to happen. If the City fails to fulfill its obligation to promptly investigate all such complaints, it will be very difficult to defend against the litigation that will follow which will result in unfavorable verdicts. Moreover, the City's insurance carriers may refuse to cover such claims due to the City's knowing disregard of its own policies and legal obligations.

In conclusion, the Law Department strongly recommends that the City authorize the additional funds required to complete all investigations into all complaints of harassment and discrimination, paid out of Personnel Legal Fees Account, 01-201-20-105-320. A resolution appears on the agenda authorizing an additional \$30,000 in funding to Fred Knapp, Esq. of Laddey Clark & Ryan LLP.

Very truly yours,

/s/ Andrew P. Oddo

ANDREW P. ODDO

First Assistant Municipal Attorney

APO/kmk
Attachment

City of Clifton

Prohibited Discrimination and Harassment

The City of Clifton is committed to maintaining a work environment in which all individuals are treated with respect and dignity. Each individual has a right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices, including sexual and other unlawful harassment. At the City of Clifton, discrimination or harassment based on a person's race, color, religion, national origin, sex, age, disability, marital status, sexual orientation, veteran status or any other classification protected by federal, state, or local law will not be tolerated. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Definition of Sexual Harassment

Sexual harassment consists of any unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

The following are examples of prohibited conduct:

1. Unwelcome physical contact with sexual overtones, such as touching, patting, pinching, repeatedly brushing against someone, or impeding the movement of another person;
2. Unwelcome sexually offensive comments such as slurs, jokes, epithets, and innuendo;
3. Unwelcome sexually oriented "kidding" or "teasing" or sexually oriented "practical jokes";
4. Suggestive or obscene written comments in notes, letters, invitations, or e-mail;
5. Inappropriate, repeated, or unwelcome sexual flirtations, advances, or propositions;
6. Offensive visual contact such as staring, leering, gestures, or displaying obscene objects, pictures, or cartoons;
7. Inappropriate or suggestive comments about another person's physical appearance or dress;
8. Exchanging or offering to exchange any kind of employment benefit for a sexual concession, e.g., promising a promotion or raise in exchange for sexual favors; or
9. Withdrawing or threatening the withdrawal of any kind of employment benefit for refusing to grant a sexual favor, e.g., suggesting that an individual will receive a poor

performance review or be denied a raise unless he/she goes out on a date with a supervisor.

Other Prohibited Activity

In addition to prohibiting sexual harassment, the City of Clifton prohibits the harassment of an individual based on his or her race, color, religion, national origin, age, marital status, sexual orientation, veteran's status, disability or membership in another group protected by federal, state, or local law. In this regard, harassment is defined as verbal or physical conduct – including but not limited to slurs, remarks, epithets, jokes, or intimidating or hostile acts – based on an employee's membership in a protected class, when such conduct has the purpose or effect of:

1. Substantially interfering with an individual's work performance, or creating an intimidating, hostile, or offensive working environment;
2. Otherwise adversely affecting an individual's employment opportunities; or
3. Unreasonably interfering with an individual's work performance

Applicability of Policy

The prohibition against unlawful harassment applies to all employees (managers, supervisors, salaried, hourly, and temporary employees, etc.) as well as contractors, customers, suppliers and guests. Similarly, all City of Clifton employees have a responsibility to keep the workplace free of unlawful harassment.

a. Process

- Any employee who believes that he/she has been subject to sexual or other unlawful harassment or discrimination should immediately contact the Director of Personnel or an attorney in the Law Department. Alternatively, an employee may report their concerns by calling 973-470-5756 and reporting the matter. In addition, employees, supervisors and managers must report any incident of unlawful harassment they may observe, even if they are not a target or victim of such harassment.
- All complaints of harassment or discrimination will be promptly and thoroughly investigated. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation will include interviews with the person filing the complaint, the person(s) alleged to have committed the harassment or discrimination, and any pertinent witnesses to the conduct in question.
- If it is determined that inappropriate conduct has occurred, the City of Clifton will act promptly to eliminate the offending conduct. If it is determined that inappropriate conduct has been committed by an employee, the city of Clifton will take disciplinary action as is appropriate under the circumstances. Such

action may range from counseling to termination of employment, and may include such other forms of disciplinary action as the City of Clifton deems appropriate under the circumstances. Any disciplinary action or appeal thereof shall be pursuant to and consistent with the applicable collective bargaining agreements(s) and the New Jersey Department of Personnel rules and regulations.

b. Protection from Retaliation

- The City of Clifton will not retaliate against anyone for reporting or complaining about unlawful harassment or discrimination in good faith, or for participating in an investigation of alleged harassment, nor will it tolerate retaliation by supervisors, managers, co-workers, or anyone else.

This is an excerpt from the EEOC compliance manual.

ii. Reasonable Corrective Action

Once an employer has notice of potentially harassing conduct, it is responsible for taking reasonable corrective action to prevent the conduct from continuing. This includes conducting a prompt and adequate investigation and taking appropriate action based on the findings of that investigation.

a) Prompt and Adequate Investigation

An investigation is prompt^[335] if it is conducted reasonably soon after the employee complains or the employer otherwise has notice of possible harassment. Clearly, an employer that opens an investigation into a complaint one day after it is made has acted promptly.³³⁶ By contrast, an employer that waits two months to open an investigation, absent any mitigating facts, very likely has not acted promptly.³³⁷ In many instances, what is “reasonably soon” is fact-sensitive and depends on such considerations as the nature and severity of the alleged harassment and the reasons for delay.³³⁸ For example, when faced with allegations of physical touching, an employer that, without explanation, does nothing for two weeks likely has not acted promptly.³³⁹

An investigation is adequate if it is sufficiently thorough to “arrive at a reasonably fair estimate of truth.”^[340] The investigation need not entail a trial-type investigation, but it should be conducted by an impartial party and seek information about the conduct from all parties involved. The alleged harasser therefore should not have supervisory authority over the individual who conducts the investigation and should not have any direct or indirect control over the investigation. If there are conflicting versions of relevant events, it may be necessary for the investigator to make credibility assessments to determine whether the alleged harassment in fact occurred.^[341] Accordingly, whoever conducts the investigation should be well-trained in the skills required for interviewing witnesses and evaluating credibility.

Example 72: Employer Failed to Conduct Adequate Investigation. George, a construction worker, repeatedly complains to the superintendent that he is being harassed because of his disability by Phil, a coworker. After about two weeks, the superintendent asks a friend of his to conduct an investigation, even though this individual is not familiar with EEO law and has no experience conducting harassment investigations. The investigator meets with George and Phil individually for about ten minutes, and asks only a few perfunctory questions. From these interviews, the investigator issues a single-page memorandum concluding, without further explanation, that there is no basis for finding that George was harassed. Based on these facts, the employer has not conducted an adequate investigation.³⁴²

Upon completing its investigation, the employer should inform the complainant and alleged harasser of its determination and any corrective action that it will be taking, subject to applicable privacy laws.^[343]

Employers should retain records of all harassment complaints and investigations.^[344] These records can help employers identify patterns of harassment, which can be useful for improving preventive measures, including training. These records also can be relevant to credibility assessments and disciplinary measures.

In some cases, it may be necessary, given the seriousness of the alleged harassment, for the employer to take intermediate steps to address the situation while it investigates the

complaint.^[345] Examples of such measures include making scheduling changes to avoid contact between the parties; temporarily transferring the alleged harasser; or placing the alleged harasser on non-disciplinary leave with pay pending the conclusion of the investigation. As a rule, an employer should make every reasonable effort to minimize the burden or negative consequences to an employee who complains of harassment, both during and after the employer's investigation.^[346] Corrective action that leaves the complainant worse off could constitute unlawful retaliation.³⁴⁷ The employer should take measures to ensure that retaliation does not occur. For example, when management investigates a complaint of harassment, the official who interviews the parties and witnesses should remind these individuals about the prohibition against retaliation. Management also should scrutinize employment decisions affecting the complainant and witnesses during and after the investigation to ensure that such decisions are not based on retaliation.

https://www.eeoc.gov/laws/guidance/enforcement-guidance-harassment-workplace#_Toc164808058

ITEM NUMBER: A- 15

ITEM NAME: Authorization to Approve an Application to Serve as a Member for the Holiday Committee

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
☐	Application	5/28/2025	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: TAREK ALNATUR Date: 5-27-2025

Address: 161 EAST 9TH ST. CLIFTON, NJ 07011

Telephone: _____

Cell: 201-321-2855

Business: 973-653-9974

E-Mail: ALNATURT@GMAIL.COM

Board Applying For: City of Clifton Holiday Committee

List Work Experience:

- Ran community events for Bullying & Leadership training
- Serve as an Executive Director for the South Paterson Business Association and coordinated holiday events with the city.
- Hosted leadership, coaching and speaking development seminars.

List Educational Background:

- Chubb Institute-Data Center Diploma
- Phoenix Online University- Business Management in Information Tech.
- John Maxwell Leadership Training & Certification

List Previous Boards Served On: None

ITEM NUMBER: A- 16

ITEM NAME: Authorization to Approve an Application to Serve as a Member on the Clifton Arts Center & Sculpture Committee

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
 application	5/20/2025	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: Thomas R. Charsky Date: 05/18/25

Address: 54 Beverly Hill Rd. Clifton, NJ 07012-1402

Telephone: (973) 249-6328

Cell: (973) 714-1218

Business: _____

E-mail: TRCharsky@aol.com

Board Applying For: Clifton Arts Center

Reason for Applying for this Board: To serve as the Clifton Library Board Representative to the Arts Center

List Work Experience:

Retired Music Educator with 47 years of experience. I served students in Grades K through university levels. This included 28 years in the Clifton Public Schools as well as an Adjunct Professor for 20 years at William Paterson University and 14 years at Caldwell University.

List Educational Background:

B.M. in Music Education: M.M In Organ Performance. I also have an additional 40 graduate credits In Music Education and Educational Administration.

List Previous Boards Served On

Clifton Library Board of Trustees (March 2020 - present)

ITEM NUMBER: A- 17

ITEM NAME: Authorization to Approve a Procession Permit for SS Cyril and Methodius Church on June 22, 2025

RECOMMENDATION:

SUMMARY:
All departments have approved this request.

ATTACHMENTS:

Description		Upload Date	Type
	request	5/28/2025	Cover Memo

Tolosi, Kathleen

From: Valentin Carrillo <vcarrillo7777@gmail.com>
Sent: Sunday, May 25, 2025 7:50 PM
To: Ferrigno, Nancy
Subject: Procession permit for June 22, 2025
Attachments: Maps 2 Compressed Compressed.pdf

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.

Good evening Nancy Ferrigno,

On behalf of SS Cyril and Methodius Church
I am asking for a procession permit.

Time procession will start 1:30 pm
Time procession will end 3:30 pm

Event will be constituted by approximately
200 people.

Street use will be required for procession.

4 officers will be needed for procession
Protection.

I attached to this email a PDF of the map
With directions.

If you require any additional information please let me know.

Sincerely
Valentin Carrillo
64 Arthur Street Clifton NJ 07011



The starting point is 218 Ackerman Ave, Clifton NJ.

Then turn left onto Milosh Street.

Then turn left onto Center Street.

Then turn left onto Arthur Street.

Then left onto Ackerman Ave to finish at 218 Ackerman Ave.

ITEM NUMBER: A- 18

ITEM NAME: Authorization to Approve a Block Party at Lorraine Drive on June 15, 2025

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
 paperwork	5/29/2025	Cover Memo

May 29, 2025

City Clerk's Office
Clifton City Hall
900 Clifton Avenue
Clifton, NJ 07013

Re: Request for Block Party at Lorraine Drive Cul-de-Sac – Sunday, June 15, 2025

Dear City Clerk and Honorable Members of the City Council:

On behalf of the residents of Lorraine Drive, I respectfully submit this letter to formally request permission to hold a block party at the **cul-de-sac section of the end of Lorraine Drive on Sunday, June 15, 2025, from 12:30 PM to 4:00 PM.**

Please find attached the following documents in support of this request:

- Signed Petition from Lorraine Drive Residents
- Signed Hold Harmless Agreement
- Certificate of Insurance
- Map Highlighting the Requested Area

We are committed to maintaining a safe and respectful environment and ensuring emergency access remains unobstructed during the party.

Thank you for your time and consideration. We look forward to your approval and to a successful community gathering.

Sincerely,

Joseph Perlow

HOLD HARMLESS AGREEMENT

For and in consideration of permission granted by the City of Clifton to (Name and Address) Joseph K. Kahan
13 Lefrancis D. Clifton, 15 C702

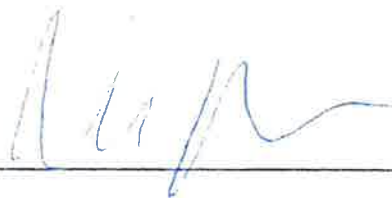
for (here set forth activity or use) Birthday party

the said (Name) Joseph Kahan

agrees to indemnify and **save** harmless the City of Clifton, its officers, agents, servants and/or employees, against any and all liability, claims, judgments, demands or expenses whatsoever in connection with the loss of life, personal injury and/or damage to property arising out of or resulting in whole or in part from the activity as aforesaid, and agrees to submit evidence of insurance coverage for both liability and property damage in such amounts as may be required by the City of Clifton, provided, however, that such amounts shall not be less than \$1,000,000.00 combined single limit for bodily injury and property damage, and shall include the City of Clifton as a named insured; and

The undersigned further agrees to and shall indemnify and save harmless the City of Clifton, its officers, agents, servants and/or employees against any and all liability, claims, judgments, demands or expenses whatsoever in connection with the loss of life, personal injury and/or damages to property arising out of the aforesaid activity. The insurance coverages hereinabove stated for the benefit of the City of Clifton shall include contractual insurance covering the indemnification and save harmless provisions of this agreement.

Dated: 5/29/05

By: 

Witness or Attest:



Restaurants

Hotels

Things to do

Transit

Parking

Pharmacies

ATMs



Shafro St

Scoles Ave

Scoles Ave

Lorraine Dr

Lydia Pl

Party area in
Yellow Highlight

DJ Sol Productions



Google

Map data ©2025 Google

United States

Terms

Privacy

Send Product Feedback

50 ft





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2025

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 K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: MM - Short Term Special Events PHONE (A/C, No, Ext): 1-877-648-6404 FAX (A/C, No): 1-260-459-5502 E-MAIL: info@eventinsurance-kk.com ADDRESS: PRODUCER CUSTOMER ID:
INSURED Joseph Perlow 73 Lorraine Drive Clifton, NJ 07012 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company HAIC #: 38970 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: W02997866

REVISION NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ Host Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	X		[REDACTED]	06/15/2025 12:01 AM EDT	06/16/2025 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY BODILY INJURY TO PARTICIPANTS COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY NO! PROVIDED WHILE IN HAWAII						
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER, EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL EXCESS MEDICAL

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

Event Name: Birthday Party; Event Date: 06/15/2025; # of attendees: 100

Event Location: 73 Lorraine Drive, Clifton, New Jersey 07012

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured

CERTIFICATE HOLDERCity of Clifton, its officers, agents, servants and/or employees
900 Clifton Ave.
Clifton, NJ 07013
(Owner/Lessor of Premises)**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

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

—

ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) City of Clifton, its officers, agents, servants and/or employees 900 Clifton Ave. Clifton NJ 07013
Named Insured: Joseph Perlow
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



ITEM NUMBER: A- 19

ITEM NAME: Authorization to Approve a Block Party on Chatham Terrace on June 28, 2025

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	Application	5/30/2025	Cover Memo

Block Party

Ferrigno, Nancy

From: Christina Zurawski <christina20mb@gmail.com>
Sent: Monday, March 24, 2025 3:25 PM
To: Ferrigno, Nancy
Subject: Chatham Terrace Block Party
Attachments: Chatham Terrace 3.24.25.pdf

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.

Hi Nancy,

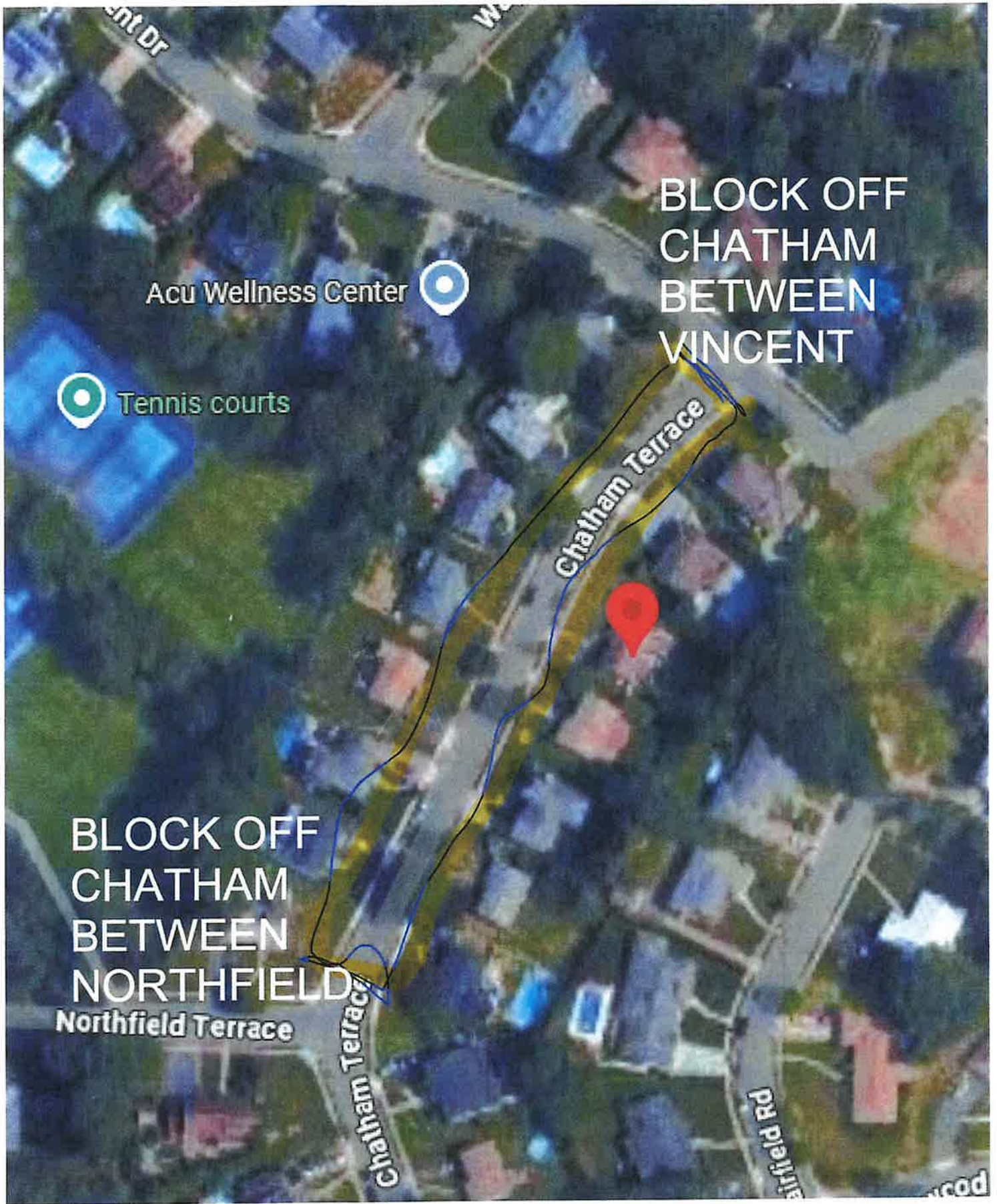
I hope you are doing well. My neighbors and I are beginning to plan our **4th annual block party** on Chatham Terrace and would like to formally request the **temporary closure of Chatham Terrace between Northfield & Vincent on June 28th from 2:00 PM to 10:00 PM.**

Please let us know the necessary steps to proceed with this request and if any additional information is required. We appreciate your time and consideration.

Thank you,

Christina Zurawski - 973-865-9869

80 Chatham Terrace.



BLOCK OFF
CHATHAM
BETWEEN
VINCENT

Acu Wellness Center

Tennis courts

Chatham Terrace

BLOCK OFF
CHATHAM
BETWEEN
NORTHFIELD
Northfield Terrace

Chatham Terrace

Fairfield Rd



Block Party Petition

CITY OF CLIFTON

We, the residents of Chatham Terr, do hereby request to close our street between
(street to be closed)
Vincent and Northfield between the hours of 12pm and 9pm
(cross street) (cross street) (time) (time)
on the following day of the week, June 28th
(day of the week and date)

NAME

ADDRESS

SIGNATURE

Monika Robertson

Christina Zurawski

Indira Marsh

Dana Mardock

Alek Bawol

LEON YOUNG

John Piscopo

Bob Paine

Anta Lyons

67 Chatham Terr

80 Chatham Terr

73 Chatham Terr

64 Chatham Terr

70 Chatham Terr

91 Chatham

61 Chatham Terr

68 Chatham Terr

85 Chatham

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

HOLD HARMLESS AGREEMENT

For and in consideration of permission granted by the City of Clifton to (Name and Address) _____
Christina Zurawski - 80 Chatham Terrace Clifton, NJ 07013

for (here set forth activity or use) _____

the said (Name) Christina Zurawski
agrees to indemnify and save harmless the City of Clifton, its officers, agents, servants and/or employees, against any and all liability, claims, judgments, demands or expenses whatsoever in connection with the loss of life, personal injury and/or damage to property arising out of or resulting in whole or in part from the activity as aforesaid, and agrees to submit evidence of insurance coverage for both liability and property damage in such amounts as may be required by the City of Clifton, provided, however, that such amounts shall not be less than \$1,000,000.00 combined single limit for bodily injury and property damage, and shall include the City of Clifton as a named insured; and

The undersigned further agrees to and shall indemnify and save harmless the City of Clifton, its officers, agents, servants and/or employees against any and all liability, claims, judgments, demands or expenses whatsoever in connection with the loss of life, personal injury and/or damages to property arising out of the aforesaid activity. The insurance coverages hereinabove stated for the benefit of the City of Clifton shall include contractual insurance covering the indemnification and save harmless provisions of this agreement.

Dated: 5/30/25

By: Christina Zurawski

Witness or Attest:

ITEM NUMBER: D- 1

ITEM NAME: Search and Recruitment for City Manager
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	Memo	5/27/2025	Cover Memo
	Proposal	5/27/2025	Cover Memo



City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

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

May 28, 2025

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

Re: Search and Recruitment for City Manager

Dear Mayor Grabowski and Members of the Municipal Council:

At the last meeting of the Mayor and Council direction was given to place the topic of the search and recruitment for a City Manager on the agenda for discussion purposes. Council will recall that following the resignation of our former City Manager on April 1, 2025, the City had obtained search and recruitment proposals from Jersey Professional Management and Government Strategy Group. A third proposal was also obtained from New Jersey Community Solutions, LLC however, during interviews, its principal, informed Council that he would only provide recruitment services to the City if he was appointed as Interim City Manager.

Attached please find the search and recruitment proposals received from Jersey Professional Management and Government Strategy Group. The pricing for the recruitment services being offered by each company are similar with Jersey Professional Management offering a flat fee of \$16,500 that would be invoiced in four equal installments of \$4,125.00 covering the four phases of its recruitment process and the Government Strategy Group offering a flat fee of \$16,900 payable in two equal 50% installments upon the close of the application deadline and on completion of the final round of interviews

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

Very truly yours,

THOMAS M. EGAN

First Assistant Municipal Attorney

TME/sj
Attachments

Proposal for:

- **Interim City Manager Placement and Oversight Support Services**
- **Search & Recruitment for a City Manager**



April 4, 2025

**GOVERNMENT
STRATEGY
GROUP**

www.governmentstrategygroup.com

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Government Strategy Group

1933 State Route 35, Suite 303

Wall, NJ 07719

www.governmentstrategygroup.com

Kenneth DeRoberts, Chairman & CEO

kdr@governmentstrategygroup.com

(908) 930-0232

GOVERNMENT STRATEGY GROUP

April 4, 2025

Andrew Oddo, Esq.
Tom Egan, Esq.
Clifton Law Department
City Hall
Clifton, NJ 07013

Andrew & Tom:

Government Strategy Group (GSG) is pleased to submit this proposal to provide Interim City Manager Placement and Oversight Support Services, and Search and Recruitment Services for a City Manager.

The GSG team is unsurpassed for its expertise, intimate knowledge, and hands-on extensive experience in New Jersey local government. Team members include:

- A former Director of New Jersey's Division of Local Government Services, with incomparable expertise in municipal finances and management.
- One of NJ's elite municipal financial experts, whose many accomplishments include achieving the first-in-the-nation triple A bond rating for a municipality.
- One of NJ's top human resources professionals, with significant experience and accomplishments as the chief HR and labor relations professional for a county, with 3,000+ employees and twenty-two labor unions.

The firm has the professional experience necessary to assist the Borough through this period. Our clients find our services to be extremely valuable for many reasons including our ability to provide exceptional management strategy and advice including insight into best practices.

GSG is known as one of the most accomplished leaders in management and financial strategy consulting in the state. Since 2006, we have performed a wide array of financial management engagements for many communities across the state. Our team's expertise and comprehensive knowledge of NJ municipal management is unmatched.

**GOVERNMENT
STRATEGY
GROUP**

Our team will work closely with Clifton's governing body to accurately achieve the City's goals and objectives.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'K. DeRoberts', is positioned above the printed name.

**Kenneth DeRoberts
Chief Executive Officer**

GOVERNMENT STRATEGY GROUP

Staffing

Ken DeRoberts will serve as the overall Engagement Manager and will lead the Search and Recruitment services and the Interim City Manager Oversight Support Service. Senior Managing Director Christopher Cotter and Managing Director Joseph Salemme will assist with these duties.

Other members of the GSG team (bios available at: www.governmentstrategygroup.com/team) will provide support services. However, the duties set forth in the following Scope of Work may be performed by any qualified member(s) of the GSG team, if necessary and as appropriate to the nature of the work. Our team members may also work remotely.

The GSG Team assigned to Clifton includes:

Engagement Manager:	Kenneth DeRoberts, CEO
Interim Manager Oversight & Support:	Chris Cotter, Senior Managing Director
Search & Recruitment:	Joseph Salemme, Managing Director
Analytical Support:	Intashan Chowdhury, Managing Director
Analytical Support:	Dorothy Blakeslee, Managing Director

General Terms

The City will provide appropriate work areas when GSG team members work onsite.

The City agrees to hold Government Strategy Group harmless, defend and indemnify GSG and any of its team members, against any and all claims and actions resulting from the provision of our services.

In the event any records are sought in connection with this engagement, including but not limited to GSG's interview and or meeting notes, drafts, or any other documents, by way of subpoena or otherwise, Clifton will be responsible for GSG's legal fees incurred in connection with the review and preparation of a response to any such request for the production of records.

GOVERNMENT STRATEGY GROUP

Interim City Manager Placement and Oversight Support Services

DESCRIPTION OF SERVICES

GSG has several potential qualified, experienced individuals for consideration. GSG will provide you with the resume of the individual we identify that best fits the needs of your administration. This individual should officially be appointed by resolution of the Governing Body as Interim City Manager. The terms of employment for this professional are to work approximately 26 hours per week plus attend regularly scheduled City Council meetings.

Additionally, Senior Managing Director Chris Cotter or I will provide up to 5 hours per week (which includes a combination of onsite and remotely) of Oversight Support Services of the Interim City Manager. Other members of the GSG team (bios available at: www.governmentstrategygroup.com/team) may provide additional support services.

COMPENSATION

The fees and salary are based on this arrangement lasting up to 6 months, commencing the date of appointment by resolution.

- The Interim City Manager should be paid a salary (as a temporary City employee without benefits) at the rate of \$11,500 per month, effective upon commencement of duties. The City should plan on having this individual serve in this capacity for at least three months.
- GSG's Placement Fee (one-time fee) for the placement of the Interim Borough Administrator is \$3,950, payable upon appointment of the Interim City Manager.
- GSG's monthly Oversight Services Fee is \$3,950 per month, which will be invoiced monthly, during the full term of the appointed Interim City Manager.

GOVERNMENT STRATEGY GROUP

Search and Recruitment for

A City Manager

SCOPE OF WORK

- Work closely with the Mayor and City Council members to communicate our process strategy and to understand the governing body's goals and objectives for the hiring of a new City Manager. Meetings may be held in person or via digital conferencing (such as Zoom).
- Meet with key management team members for their perspectives about what is needed for the effective functioning of the City Manager. Meetings may be held in person or via digital conferencing (such as Zoom).
- Review Job Description and provide any recommended changes.
- Provide recommendation as to the timing for releasing the advertisement for the position.
- Market the availability of the position including advertising/notification in appropriate outlets such as the League of Municipalities, Municipal Management Association, and via direct recruitment, social media, and confidential networking efforts
- Submit in advance draft classified advertisements for approval of copy and placement (City to place and pay for any approved advertisements)
- Receive all applications and resumes, prepare a summary of resumes received, submit interim progress reports and continuously preserve confidentiality of applicants
- Screen applicants via resumes, background reviews, reference checks, screening questions and in-person plus phone interviews as necessary. Research publicly available data as well as through networking. Submit 3-4 recommended finalists for interviews and for final recommendation, for each position. This process includes up to 2 rounds of interviews of recommended candidates.
- Advise and assist the governing body throughout the entire process, including with final interviews culminating in the ultimate selection. Finalists will also be required to complete a disclosure form.
- Assist with salary and benefits negotiations and drafting of Employment Letter

GOVERNMENT STRATEGY GROUP

Search and Recruitment for A City Manager

COMPENSATION

The fee for the Search and Recruitment Service, as outlined in the Scope of Work, is \$16,900 for the City Manager Search. The fee will be payable 50% upon the close of the application deadline and the balance on completion of final round of interviews.

Other Fees

Any work duly authorized by the City, outside of the Scope of Work, including services beyond the full initial rounds of candidate recruitment, will be billed in accordance with the following hourly rates:

CEO	\$275
Executive Managing Director	\$250
Senior Managing Director	\$225
Managing Director	\$200
Director	\$175
Associate Director	\$150
Admin/Clerical	\$ 95

GOVERNMENT STRATEGY GROUP

Benefits of Using a Professional Firm

A professional services firm, such as Government Strategy Group that possesses a proven record of providing recruitment services for New Jersey municipalities will be able to use its networks and relationships to help develop position candidates beyond those the Borough could develop on its own. Qualified firms have the expertise and track record to attract candidates who would not otherwise respond to advertisements. Additionally, firms are often able to confidentially and accurately check references who might not speak candidly to HR departments or municipal officials.

Government Strategy Group's qualifications include:

- ✓ Experience in providing recruitment services to numerous New Jersey municipalities;
- ✓ Extensive knowledge of and experience with the management of New Jersey municipalities;
- ✓ A broad network of contacts and relationships in local government throughout New Jersey;
- ✓ Familiarity and experienced working with communities;
- ✓ Successful track record of recruiting quality candidates;
- ✓ Highly satisfied clients!

April 3, 2025

Mayor Raymond Grabowski
c/o Assistant Municipal Attorneys Andy Oddo and Tom Egan
City of Clifton
900 Clifton Avenue
Clifton, NJ 07013
SEND VIA EMAIL: aoddo@cliftonnj.org
tegan@cliftonnj.org

RE: Proposal for Recruitment and Temporary Administrator Services

Dear Mayor Grabowski,

Thank you for reaching out to Jersey Professional Management (JPM) to inquire about our services related to executive recruitment and temporary City Manager and management consultant services. Below you will find our proposal for said services.

EXECUTIVE RECRUITMENT

1. Our unique understanding of municipal leadership and management requirements...

JPM has an extensive background in organizational development, particularly within local government, and a unique understanding of how professional management helps governing bodies advance critical objectives. This background is critical for a successful recruitment and tenure.

JPM's president and lead recruiter, Tom Czerniecki, is an experienced municipal executive and recruiter and will directly manage the recruitment process.

2. What sets us further apart...

Once the recruitment process identifies a candidate (Phases 1 through 4), ***our job is not yet complete!*** We will make sure your new administrator is properly brought on board and transitioned into his/her role. Critical to the transition of a new administrator, JPM will coordinate an initial performance review in the 6-12 month period. ***If the selected administrator leaves your employment within 12-months of appointment, we will conduct another search at no cost to the client.***

3. *We will . . .*

- Coordinate and manage the entire selection process in the most timely and orderly fashion possible.
- With our excellent professional reputation, carefully directed advertisements, networking, and our unique selection process, we will bring the greatest quantity and quality of the best available candidates.
- You and your staff will not be burdened with any of the time-consuming details, correspondence, or scheduling.
- We will help you build the consensus necessary to obtain final approval for hiring.

4. *Description of JPM's recruitment process . . .*

When municipalities hire JPM to lead the executive recruitment process, the following framework is implemented to find the optimal candidate. These steps are highly recommended after considerable research. While they are included in the proposal and recommended, JPM can adjust the proposal and process to meet your unique needs and expectations.

Phase 1 - Preparation

- Initial kickoff meeting with search team to review process, identify big picture priorities and create an ideal candidate profile.
- Interview senior staff providing them with an opportunity to comment on organizational needs.

Phase 2: Marketing

- Develop and place initial job announcements and distribute on paid media and JPM's various platforms.
- Develop an ideal candidate brochure (after Phase 1 meetings) to be distributed through JPM's extensive digital database and social media.
- Initiate direct calls to potential candidates that may be particularly well-suited for your municipality based on the results of the preparation phase.

Phase 3: Screening

- Keep municipality updated on a weekly basis of status of incoming resumes.
- Provide professional updates on the status of search to all applicants reflecting the

municipality's professional image.

- Meet with search committee to determine first round candidates and communicate results to all involved.

Phase 4: Selection

- JPM to develop case study questions for candidates that are unique to your municipality for first round candidates.
- An internal team of expert JPM managers will review and provide the search committee with its feedback on case study responses.
- JPM to interview all first-round candidates. Based on results of case study question results and first round interview and help the search committee identify a list of semi-finalists (typically 5-8 first round candidates).
- Coordinate and moderate semi-finalist interviews and assist search committee in the selection of finalists (3 +/-).
- Coordinate and moderate finalists' interviews. NOTE: Organized tours of municipal facilities and lunch and/or dinner meetings with the finalists and the elected officials prior to the final interviews is recommended. JPM will discuss the preferred approach with the Mayor and Council and organize these on the Township's behalf.
- JPM will participate in any other meetings related to the selection process as requested.
- Negotiate offer with the selected candidate.

Phase 5: Post Selection

- Initiate and organize the on-boarding process (office preparation, compilation of forms, & technology installation).
- Organize orientation (make sure new employees is aware of essential policies and procedures).
- Organize transition (make sure employee is aware of status of priority issues, has a plan and schedule to meet key stakeholders in the community).
- Provide new administrator with access to 3 sessions with JPM's executive coaching experts who are accredited by the Internal Coach Federation (ICF).

Performance Review

- Coordinate and lead (if requested by Mayor) a 6-12 month performance review.

TEMPORARY MANAGER

JPM has identified a qualified and accomplished manager who can step in immediately to serve as the Temporary Acting Manager, which would require performing the duties of said position as provided in Section 5-4 of the municipal code of the City of Clifton.

The temporary Manager would be assigned to work in the City of Clifton by JPM and his/her payment would be processed pursuant to the pricing proposal. Under this arrangement:

- The Temporary Acting Manager would not require municipal benefits.
- The Temporary Acting Manager would only be paid for the hours he/she worked, not holidays, vacation or medical leave.
- If the municipality was not satisfied with the Temporary Acting Manager's performance, this agreement for the service can be immediately terminated (we request 1-week notice) by the municipality.
- We would be pleased to arrange a meeting with the individual we have identified at your convenience.

PRICING PROPOSAL

1. Executive Recruit Services Only

- Jersey Professional Management will conduct and coordinate the entire recruitment and selection process of a new administrator for a flat fee of **\$16,500**. The fee would be invoiced equally for phases 1 through 4 (i.e., JPM would invoice the municipality **\$4,125 for each phase**).
- Payment for any direct costs of advertising will also be the responsibility of the municipality (i.e. League of Municipalities and ICMA job boards).
- JPM will be responsible for any postage, photocopying, or travel costs.

2. Temporary Acting Manager Services

- Jersey Professional Management can provide you with an experienced, qualified professional to serve as Temporary Acting Manager until your permanent person is hired.
- The cost for this service would be a one-time placement fee of \$1,500 payable upon execution of the contract and an hourly rate of \$135 per hour (\$16 per hour on payroll and \$119 on voucher).
- Jersey Professional Management insures its Associates, except it does not provide Surety

Bond or Municipal Professional Liability coverage. Our Associate will be covered by the Professional Liability insurance and Surety Bond coverage provided for employees of the City as he/she will be a temporary employee of the municipality.

Thank you for your consideration, and please do not hesitate to contact me if you would like to review any aspect of this proposal.

Sincerely,



Thomas J. Czerniecki, MPA, PP, AICP
President - Jersey Professional Management

Please Check Appropriate Boxes, Sign and Return if this proposal is acceptable:

_____ Executive Recruitment Services

_____ Temporary Acting Manager Services

Accepted & Authorized by: _____

Date: _____

RECRUITMENT REFERENCES
CURRENT AND RECENT

MUNICIPAL CLIENT	CONTACT	PHONE NUMBER	POSITION
Montclair Township	Deputy Mayor Susan Shin Anderson	Cell 973-768-7003	Manager
Medford Township	Deputy Mayor Michael Czyzyk	Cell 609-440-0320	Manager
Asbury Park City	Frederick Raffetto City Attorney	Cell 732-239-8547	Manager
Fanwood Borough	Mayor Colleen Mahr	Cell 908-370-6187	Administrator
Hopewell Borough	Mayor Ryan Kennedy	Town 609-466-2636	Administrator
Princeton Municipality	Eve Niedergang Council Member	609-240-2594	Municipal Administrator
	Mayor Mark Freda	609-658-2480	
Aberdeen Township	Mayor Fred Tagliarini	732-275-7612	Township Manager
Sea Girt Borough	Melissa Giegerich Council Member	732-245-5428	Borough Administrator
Highland Lakes C.C. and Community Assoc.	Michael Gelfand Board President	917-232-2366	Manager
Chatham Township	Mayor Curt Ritter	973-635-4600	Township Administrator
Randolph Township	Jim Loveys Council Member	973-989-7100	Township Manager
Englewood City	Ken Rosenzweig Council President	646-808-7865	City Manager

**MUNICIPAL PLANNING /
TEMPORARY EMPLOYEE SERVICES REFERENCES
CURRENT AND RECENT**

PROJECT	CONTACT	PHONE NUMBER	DESCRIPTION
Totowa Borough	Mayor John Coiro	Cell 973-715-5627	Municipal Planning
Fanwood Borough	Mayor Colleen Mahr	Cell 908-370-6187	Management Consulting Clerk Assistance Acting Tax Collector
North Arlington Borough	Steve LoIacono Administrator	Cell 973-332-1325	Acting Tax Collector
Hopewell Borough	Regina Toth Clerk	Town 609-466-2636	Acting Administrator
Medford Township	Deputy Mayor Michael Czyzyk	Cell 609-440-0320	Acting Manager
Haworth Borough	Mayor Heather Wasser	Cell 917-589-5703	Acting Clerk
Metuchen Borough	Mayor Melissa Perilstein	Cell 908-705-4142	DPW Consulting
Bernardsville Public Library	Mary Fran Daley Executive Director	Cell 908-343-6464	QPA Services
Readington Township	Richard Sheola Administrator/QPA	Town 908-534-4051 ext 224	Acting CFO
Loch Arbour Village	Mayor Paul Fernicola	Cell 732-580-6482	Acting Village Clerk Acting CFO Acting Tax Collector
Margate City	Mayor Michael Becker	Cell 609-839-6104	Acting Administrator
Sea Bright	Mayor Dina Long	Cell 732-690-8100	Acting Borough Administrator - Clerk Acting Deputy Clerk
Ventnor City	Mayor Beth Holtzman	Cell 609-402-7644	Acting Administrator

PROJECT	CONTACT	PHONE NUMBER	DESCRIPTION
Sussex County	Greg Poff County Administrator	Cell 973-459-8099	Acting Director Department of Health
	Carol Novrit Health & Human Services Administrator	County 973-579-0559	
Aberdeen Township	Mayor Fred Tagliarini	Cell 732-275-7612	Acting Township Manager
Spotswood Borough	Mayor Jackie Palmer	Cell 732-245-2773	Acting Business Administrator
Bloomfield Township	Matthew Watkins Township Administrator	Cell 973-619-3954	Acting Tax Collector

ITEM NUMBER: D- 2

ITEM NAME: Appointment of Municipal Attorney
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: D- 3

ITEM NAME: Legal Opinion on Council Members Rights to Vote on Proposed
Elimination of Healthcare Benefits

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	memo	5/30/2025	Cover Memo



City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

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

May 30, 2025

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

**Re: Legal Opinion on Council Members Rights to Vote on Proposed Elimination
of Healthcare Benefits**

Dear Mayor Grabowski and Members of the Municipal Council:

Councilman Kolodziej has requested a legal opinion as to any potential conflict that would require recusal of the current three council members who have exercised their right under the City's current ordinance to receive health benefits from discussion and voting on the proposed elimination of health benefits for council members and part-time employees.

Pursuant to state law, the governing body of a municipality shall, by ordinance, fix and determine the salaries, wages or compensation to be paid to the officers and employees of the municipality, including the members of the Municipal Council. N.J.S.A. 40A:9-165, states in pertinent part: "The governing body of a municipality, by ordinance, unless otherwise provided by law, shall fix and determine the salaries, wages or compensation to be paid to the officers and employees of the municipality, including the members of the governing body and the mayor or other chief executive, who by law are entitled to salaries, wages, or compensation. Salaries, wages or compensation fixed and determined by ordinance may, from time to time, be increased, decreased or altered by ordinance." Id. A copy of N.J.S.A. 40A:9-165 is attached hereto for Council's reference.

In accordance with the Code of the City of Clifton, healthcare benefits are specifically provided to members of the Municipal Council as part of the annual compensation provided to each member. §99-1 entitled "Annual compensation" identifies the following items of compensation that are available to each member on the council. In pertinent part, it states:

A. The amount of annual compensation to be paid to each member of the Municipal Council, except the member elected as Mayor, shall be \$4,000, payable in equal semimonthly installments.

B. The amount of the annual compensation to be paid to the member of the Municipal Council elected as Mayor shall be \$4,500, payable in equal semimonthly installments.

D. Health, life and disability coverage.

(1) Hospitalization and medical coverage. The hospitalization and insurance provided by the City of Clifton for current members of the Municipal Council and their spouses be and the same is hereby continued during the period that each such member serves or is serving as a member of the Municipal Council. Members of the Municipal Council shall have the choice of the same health, dental and prescription coverages that are offered to the confidential officials and employees at the same deductibles and co-pays that confidential officials and employees are subject to pursuant to § 99-37A and B of the Code of the City of Clifton. Id., emphasis added. See attached.

Currently, Councilman Kolodziej, Councilwoman Pino and Mayor Grabowski all receive health care benefits through the City of Clifton. Councilwoman Sadrakula, Councilman Gibson, Councilman Latona, and Councilman D'Amato are eligible to receive health care benefits from the City of Clifton but have chosen not to.

The Local Government Treatise authored by Michael Pane also provides guidance when members of the council are confronted with a potential conflict of interest and are acting in a legislative capacity, as in the instant matter. According to Michael Pane, “[w]hen a body is acting in a legislative capacity with general jurisdiction to create policy its members usually have more latitude to engage in conduct which under other circumstances might be considered as falling within the sphere of conflict of interests. The reasons for this latitude are obvious.” § 9:8. Conflict issues as to public officers—Legislative action, 34 N.J. Prac., Local Government Law § 9:8 (4th ed.) By way of example, the Appellate Panel has explained: “Our courts have indicated a disposition to treat conflicts of interest more strictly in relation to quasi-judicial acts than legislative acts. With legislative acts invalidation ordinarily results only if the act is ‘tainted with fraud, or palpably not in the service of the public interest, or otherwise a clear perversion of power,’ whereas quasi-judicial acts fall if there is found ‘private interest at variance with the impartial performance of public duty.’” Cranberry Lake Quarry Co. v. Johnson, 95 N.J. Super. 495, 520 (App. Div. 1967). Professor Pane expounded on the above and stated:

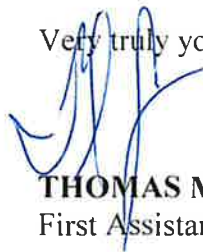
Thus, in the context of local government and in making decisions, it is not unusual for an elected official to vote on legislation promised in a campaign or to vote on legislation which benefits a particular group of constituents—sometimes even including that public official... Similarly, favoring legislation or any policy or measure which is for the benefit of the whole community or a large segment thereof is not an action for which one is subject to censure. Going a step further, one could even state that voting for a project or passing an ordinance which will benefit a particular neighborhood or a significant number of constituents or a particular facet or segment of the entire community would not be questionable. For example, a vote to build a municipal park in

one's neighborhood does not raise questions of conflict of interest absent other circumstances. On the other hand, a vote to put a park immediately next to one's home, thus creating a more substantial benefit for the public official than is received by others, is clearly a vote subject to serious question. The key here probably is the extent of the individual benefit conferred and the number of other citizens similarly situated and receiving benefits with the public official. Id.

Here, the council members who have elected to take health care benefits are not conflicted from participating in the discussion or voting on matters related to the termination of health care benefits provided to members of the governing body and part-time employees because the receipt of health care benefits is clearly part of their annual compensation package set forth in §99-1 of the City Code and the benefits are available to all members of the governing body. Indeed, as set forth above, state law specifically authorizes the members of a governing body to establish the salary, wages or compensation for the members of the Municipal Council and Clifton's Code identifies healthcare benefits as part of the compensation package that is offered to each council person. The fact that only three members elect to receive the benefits offered by the City is irrelevant since the receipt of health benefits applies uniformly to all council members and under the current ordinance, all council members have the right to take health care benefits from the City. The same reasoning would apply if the members of the Municipal Council desired to increase the annual salary for council members since the annual salary of council members also applies uniformly to all members.

Thank you for your attention in this matter. Please contact me should you have any questions.

Very truly yours,



THOMAS M. EGAN

First Assistant Municipal Attorney

TME/sd
Attachments

New Jersey Statutes Annotated
Title 40a. Municipalities and Counties (Refs & Annos)
Chapter 9. Officers and Employees (Refs & Annos)
C. Municipalities (Refs & Annos)

N.J.S.A. 40A:9-165

40A:9-165. Salaries, wages or compensation: officers and employees;
establishment by governing body; protest; petition; ratification by voters

Currentness

The governing body of a municipality, by ordinance, unless otherwise provided by law, shall fix and determine the salaries, wages or compensation to be paid to the officers and employees of the municipality, including the members of the governing body and the mayor or other chief executive, who by law are entitled to salaries, wages, or compensation.

Salaries, wages or compensation fixed and determined by ordinance may, from time to time, be increased, decreased or altered by ordinance. No such ordinance shall reduce the salary of, or deny without good cause an increase in salary given to all other municipal officers and employees to, any tax assessor, chief financial officer, tax collector or municipal clerk during the term for which he shall have been appointed. Except with respect to an ordinance or a portion thereof fixing salaries, wages or compensation of elective officials or any managerial, executive or confidential employee as defined in section 3 of the "New Jersey Employer-Employee Relations Act" P.L.1941, c. 100 (C. 34:13A-3), as amended, the ordinance shall take effect as provided therein. In municipalities wherein the provisions of Title 11 (Civil Service)¹ of the Revised Statutes are in operation, this section shall be subject thereto.

Where any such ordinance shall provide for increases in salaries, wages or compensation of elective officials or any managerial, executive or confidential employee, the ordinance or that portion thereof which provides an increase for such elective or appointive officials shall become operative in 20 days after the publication thereof, after final passage, unless within said 20 days, a petition signed by voters of such municipality, equal in number to at least 5% of the registered voters of the municipality, protesting against the passage of such ordinance, be presented to the governing body, in which case such ordinance shall remain inoperative unless and until a proposition for the ratification thereof shall be adopted at an election by a majority of the voters voting on said proposition. The question shall be submitted at the next general election, occurring not less than 40 days from the date of the certification of the petition. The submission of the question to the voters shall be governed by the provisions of Title 19 (Elections) of the Revised Statutes, as in the case of public questions to be voted upon in a single municipality.

Credits

L.1971, c. 200, § 1, eff. July 1, 1971. Amended by L.1975, c. 215, § 1; L.1976, c. 96, § 1, eff. Sept. 21, 1976; L.1979, c. 25, § 2, eff. Feb. 13, 1979; L.1981, c. 393, § 28, eff. Jan. 6, 1982; L.1981, c. 394, § 5, eff. Jan. 6, 1982; L.1985, c. 374, § 10, eff. Nov. 26, 1985; L.1991, c. 175, § 14, eff. Aug. 25, 1991.

Notes of Decisions (81)

City of Clifton, NJ
Tuesday, May 27, 2025

Chapter 99. Salaries and Compensation

Article I. Municipal Council

§ 99-1. Annual compensation.

- A. The amount of annual compensation to be paid to each member of the Municipal Council, except the member elected as Mayor, shall be \$4,000, payable in equal semimonthly installments.
[Amended 7-21-2015 by Ord. No. 7223-15]
- B. The amount of the annual compensation to be paid to the member of the Municipal Council elected as Mayor shall be \$4,500, payable in equal semimonthly installments.
[Amended 7-21-2015 by Ord. No. 7223-15]
- C. This article shall not take effect until May 24, 1966.
- D. Health, life and disability coverage.
[Added 4-3-1990 by Ord. No. 5407-90; amended 1-5-1993 by Ord. No. 5617-93; 6-1-2004 by Ord. No. 6419-04; 4-17-2018 by Ord. No. 7444-18]
- (1) Hospitalization and medical coverage. The hospitalization and insurance provided by the City of Clifton for current members of the Municipal Council and their spouses be and the same is hereby continued during the period that each such member serves or is serving as a member of the Municipal Council. Members of the Municipal Council shall have the choice of the same health, dental and prescription coverages that are offered to the confidential officials and employees at the same deductibles and co-pays that confidential officials and employees are subject to pursuant to § 99-37A and B of the Code of the City of Clifton.
 - (2) Dental coverage. The dental coverage for the current members of the Municipal Council and their spouses shall be the same as the group dental plan provided to confidential employees pursuant to § 99-37C of the Code of the City of Clifton.
 - (3) Temporary disability insurance. The temporary disability insurance for the current members of the Municipal Council shall be the same as the temporary disability plan provided to confidential employees pursuant to § 99-37F of the Code of the City of Clifton.
 - (4) Life insurance. The City will continue to provide to current members of the Municipal Council a fifty-thousand-dollar life insurance policy.
- E. Said insurance coverage shall be continued at the option of those members of the Municipal Council who, after the completion and termination of two terms or eight years of municipal service; provided, however, that the insurance premiums, costs and expenses thereof shall be borne and paid by each such qualified former member of the Municipal Council, exercise such option within 30 days after the termination of his service to the City of Clifton by notifying, in writing, the City Treasurer of his exercise of said option and by the payment of the required premiums and expenses for said insurance coverage in accordance with the practice and procedure heretofore employed by or as may hereafter be prescribed by the City Treasurer.
[Added 4-3-1990 by Ord. No. 5407-90]
- F. Direct deposit.

[Added 5-2-2017 by Ord. No. 7370-17]

- (1) All permanent employees and elected public officials who receive compensation from the City of Clifton are mandated to have direct deposit of their compensation as of July 1, 2017, in accordance with Chapter 28, P.L. 2013, as defined under N.J.S.A. 52:14-15f(b) (including paperless online pay stubs and W-2s).**
- (2) Seasonal and temporary employees who are employed by the City of Clifton are exempt from the direct deposit mandate.**
- (3) Municipal employees may request, in writing, an exemption from the direct deposit mandate to the City of Clifton's Personnel Director. Such requests will be presented to the City Council within 30 days. The City Council may grant such an exemption by resolution and only for good cause.**

ITEM NUMBER: D- 4

ITEM NAME: Employee/Council Member Eligibility for Health Benefits
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	memo	5/29/2025	Cover Memo



City of Clifton

LAW DEPARTMENT
900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013

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

May 29, 2025

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

Re: **Eligibility for Health Benefits**

Dear Mayor Grabowski and Members of the Municipal Council:

Attached you shall find the City's current ordinances regarding Council Members' and Employees' eligibility for medical benefits for the purpose of the Council's continuing discussion of this topic.

Very truly yours,

/s/ Andrew P. Oddo

ANDREW P. ODDO
First Assistant Municipal Attorney

APO/kmk
Attachment

City of Clifton, NJ
Wednesday, May 28, 2025

Chapter 99. Salaries and Compensation

Article I. Municipal Council

§ 99-1. Annual compensation.

- A. The amount of annual compensation to be paid to each member of the Municipal Council, except the member elected as Mayor, shall be \$4,000, payable in equal semi-monthly installments.
[Amended 7-21-2015 by Ord. No. 7223-15]
- B. The amount of the annual compensation to be paid to the member of the Municipal Council elected as Mayor shall be \$4,500, payable in equal semi-monthly installments.
[Amended 7-21-2015 by Ord. No. 7223-15]
- C. This article shall not take effect until May 24, 1986.
- D. Health, life and disability coverage.
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 - (1) Hospitalization and medical coverage. The hospitalization and insurance provided by the City of Clifton for current members of the Municipal Council and their spouses be and the same is hereby continued during the period that each such member serves or is serving as a member of the Municipal Council. Members of the Municipal Council shall have the choice of the same health, dental and prescription coverages that are offered to the confidential officials and employees at the same deductibles and co-pays that confidential officials and employees are subject to pursuant to § 99-37A and B of the Code of the City of Clifton.
 - (2) Dental coverage. The dental coverage for the current members of the Municipal Council and their spouses shall be the same as the group dental plan provided to confidential employees pursuant to § 99-37C of the Code of the City of Clifton.
 - (3) Temporary disability insurance. The temporary disability insurance for the current members of the Municipal Council shall be the same as the temporary disability plan provided to confidential employees pursuant to § 99-37F of the Code of the City of Clifton.
 - (4) Life insurance. The City will continue to provide to current members of the Municipal Council a fifty-thousand-dollar life insurance policy.
- E. Said insurance coverage shall be continued at the option of those members of the Municipal Council who, after the completion and termination of two terms or eight years of municipal service; provided, however, that the insurance premiums, costs and expenses thereof shall be borne and paid by each such qualified former member of the Municipal Council, exercise such option within 30 days after the termination of his service to the City of Clifton by notifying, in writing, the City Treasurer of his exercise of said option and by the payment of the required premiums and expenses for said insurance coverage in accordance with the practice and procedure heretofore employed by or as may hereafter be prescribed by the City Treasurer.
[Added 4-3-1990 by Ord. No. 5407-90]
- F. Direct deposit.

[Added 5-2-2017 by Ord. No. 7370-17]

- (1) All permanent employees and elected public officials who receive compensation from the City of Clifton are mandated to have direct deposit of their compensation as of July 1, 2017, in accordance with Chapter 28, P.L. 2013, as defined under N.J.S.A. 52:14-15(b) (including paperless online pay stubs and W-2s).
- (2) Seasonal and temporary employees who are employed by the City of Clifton are exempt from the direct deposit mandate.
- (3) Municipal employees may request, in writing, an exemption from the direct deposit mandate to the City of Clifton's Personnel Director. Such requests will be presented to the City Council within 30 days. The City Council may grant such an exemption by resolution and only for good cause.

City of Clifton, NJ
Wednesday, May 28, 2025

Chapter 99. Salaries and Compensation

Article VI. Confidential Officials and Employees

§ 99-36. Additional compensation for longevity.

- A. Unless otherwise heretofore or hereafter waived by the officer or employee, there shall be added to and made part of the remuneration to each officer and employee an amount equal to 2 1/2% of the salary or wages fixed for each such person upon the completion of five years of cumulative service in and for the City of Clifton; an amount equal to 5% of the salary or wages fixed for each such person upon the completion of 10 years of cumulative service in and for the City of Clifton; an amount equal to 7 1/2% of the salary or wages fixed for each such person upon the completion of 15 years of cumulative service in and for the City of Clifton; an amount equal to 10% of the salary or wages fixed for each such person upon the completion of 20 years of cumulative service in and for the City of Clifton; and an amount equal to 12 1/2% of the salary or wages fixed for each such person upon the completion of 25 years of cumulative service in and for the City of Clifton. Such additional compensation shall be paid, notwithstanding the maximum salary or wages hereinabove provided for such office or employment and shall be paid at the same time and in the manner as the salary or wages fixed pursuant to the provisions of this article.
- B. For the purposes of this section, all periods of employment shall be deemed to have commenced on January 1 of the year of appointment or employment, unless the actual date of such appointment or employment took place on or after July 1, in which case said period of employment shall be deemed to have commenced on July 1 of the year of said appointment or employment.
- C. An interruption of service resulting from any cause beyond the control of the officer or employee, such as military service or injury in the line of duty or illness, shall be considered as service for the City of Clifton for the purpose of determining the completion of said cumulative periods of five years of service with the City.
- D. In computing such period of cumulative service in and for the City of Clifton, credit shall be given for all prior full-time service by an officer or employee as an employee of the State of New Jersey or any other political subdivision thereof, unless the same is waived, in writing, by such officer or employee.
- E. Notwithstanding anything hereinabove to the contrary, the remuneration (longevity payments) set forth in this section shall not be applied or be applicable to confidential officials or employees hired or appointed on or after January 1, 1988, and if said employee was receiving longevity payments as result of a previous position with the City of Clifton at the time of appointment, said longevity payments shall be considered waived upon acceptance of said position.
[Added 2-4-2007 by Ord. No. 5865-97]

§ 99-37. Hospitalization and insurance.

[Amended 2-2-1993 by Ord. No. 5622-93; 2-4-2007 by Ord. No. 5865-97; 7-18-2000 by Ord. No. 6149-00; 5-1-2001 by Ord. No. 6194-01; 5-18-2004 by Ord. No. 6408-04; 12-31-2010 by Ord. No. 6916-10;

12-3-2013 by Ord. No. 7129-13; 3-3-2015 by Ord. No. 7206-15; 12-19-2017 by Ord. No. 7420-17; 4-17-2018 by Ord. No. 7443-18; 1-21-2020 by Ord. No. 7559-20]

- A. Hospitalization and medical coverage.** The City shall provide to all employees covered hereunder and to their eligible dependents, except as modified herein, the Blue Cross/Blue Shield medical and hospitalization plans known as the Preferred Provider Option ("PPO") Plan, the Direct Access ("DA") Plan and the Omnia Plan, which covered employees may select from during period of open enrollment. Copies of all policies affecting the employees covered by this agreement shall be on file and available for inspection at the office of the City Clerk of the City of Clifton.
- B. Conditions.** The following conditions shall apply to the hospitalization and medical coverage provided by the City:
- (1) **Deductibles:** The employer shall have the right to implement up to a \$200 deductible for individual subscribers and up to a \$400 deductible for family subscribers enrolled in the PPO and a \$150 deductible for individual subscribers and up to a \$300 deductible for family subscribers enrolled in the DA plan. Omnia Plan deductibles will be based upon the Tier Assignment of the provider or facility. Tier 1 deductible is \$0; Tier 2 is a \$1,500 deductible for individual subscribers and a \$3,000 deductible for family subscribers enrolled in the Omnia Plan.
 - (2) **Physician co-pays:** The PPO physician visit co-pay shall be \$25 per visit. The DA physician visit co-pay shall be \$10 per visit. Omnia Plan co-pays will be based upon the Tier Assignment of the provider. The co-pay is \$5 per visit for Tier 1 providers and \$10 per visit for Tier 2 providers. There is no co-pay for Tier 1 inpatient admissions and a \$150 co-pay for Tier 2 inpatient admissions, other than hospice.
 - (3) **Prescription drug co-pays:** The City will continue to provide, at no cost to the employee, except as modified herein, a prescription drug plan with no less coverage than the one presently in force, for the term of this agreement. For the purpose of the City providing prescription coverage to employees, the co-pay for each prescription for nongeneric drugs shall be \$25. There shall be no co-pay for generic prescriptions.
 - (4) **Employee contributions:** All employees will pay a contribution to health insurance premiums, including prescription and dental, based upon pensionable base salary in accordance with the provisions of P.L. 2010, c. 2 and P.L. 2011, c. 78^[1] which are incorporated by reference as if set forth herein at length.
[1] *Editor's Note: See N.J.S.A. 40A:10-21.1 and N.J.S.A. 52:14-17.28 et seq.*
 - (5) **Dependent coverage:** All health insurance coverage hereinabove in Subsection A are hereby extended to cover, to the extent hereinafter more particularly set forth, all dependent members of the immediate families of all of the employees of the City of Clifton. Such insurance coverage shall be extended to cover, through the end of the calendar year during which each attains his or her 28th birthday, all of the dependent members of the immediate families of the City's employees who are full-time students at a recognized, certified, secondary school or institution of higher learning pursuing a prescribed course of study at any school or institution for which course credits are given or who are "disabled" within the meaning of that term as defined by applicable New Jersey State law.
- C. Dental coverage.** The City will continue to provide, at no cost to the employee, except as modified herein, a group dental plan with no less coverage than the one presently in force, including orthodontic benefits, for the term of this agreement.
- D. Life insurance.** The City will provide a \$20,000 life insurance policy for all employees covered by this agreement up to the age of 70. For employees age 70 and older, said insurance shall be in the amount of \$2,500, and a \$1,000 policy shall be provided to all retired employees for the first 10 years of retirement only.
- E. Retiree coverage.**
[Amended 2-7-2023 by Ord. No. 7793-23]

- (1) Insurance coverage, as set forth in Subsections A and C herein, except as modified herein, shall be extended to cover employees who retire from the City of Clifton in accordance with the terms and conditions of the Public Employees Retirement System and N.J.S.A. 40A:10-23. Effective January 1, 2020, the PPO plan will no longer be available to retirees after they reach age 65, or the earliest Medicare eligibility age. After January 1, 2023, retirees who reach age 65, or the earliest Medicare eligibility age, that select Medicare primary with the Direct Access Plan or the Omnia Plan as secondary insurance shall receive 10 years of benefits from the date of retirement. Employees who reach age 65, or the earliest Medicare eligibility age, that select the Braven/HBCBS Medicare Advantage Plan, shall receive lifetime health benefits. Retiree coverage is subject to the terms and conditions set forth.
- (2) For any such employee to be qualified for retirement benefits under this section, he or she shall have retired in compliance with the requirements of the Public Employees Retirement System and N.J.S.A. 40A:10-23. Retirees must also meet the eligibility requirements of applicable ordinances and applicable New Jersey Statutes, including, but not limited to, N.J.S.A. 40A:10-21.1, in order to qualify to receive health benefits in retirement. However, any retired employee otherwise qualified for such coverage in accordance with the terms of this paragraph shall not qualify while (a) he or she is employed on a regular basis, and (b) where such employment provides health insurance coverage not less than those specified in Subsections A and C herein.
- (3) Any employee who has retired in accordance with the Public Employees Retirement System that is entitled to receive coverage beyond the age of 65 years under this section, will be entitled to receive coverage beyond the age of 65, with the provision that the City's health insurance plan shall be secondary insurance to Medicare Parts A and B for employees and their spouses beyond the age of 65. Any employee eligible for Medicare Part A or B shall enroll in same as outlined in Subsection H below.
- (4) Employees eligible for retirement in accordance with the Public Employees Retirement System shall only be eligible for health insurance coverage in retirement after reaching 10 years of employment with the City of Clifton, in addition to meeting all other statutory requirements.
- (5) Any employee qualifying for the above coverage who has reached the age of 65 and elected to receive Direct Access or Omnia will be eligible to continue to receive said insurance benefits by paying City the annual premium for such insurance coverage after the expiration of the ten-year period of retiree medical benefits outlined above. Said benefits shall be secondary to Medicare Part A and B benefits.
- (6) Retiree and member health benefit contributions shall be governed by the terms and rates set by New Jersey Statutes including N.J.S.A. 40A:10-21.1 and N.J.S.A. 52:14-17.28, et seq., (P.L. 2011, Chapter 78) as may be amended or modified by any applicable judicial ruling or legislation.

F. Temporary disability insurance.

All confidential employees shall be covered by a temporary disability insurance plan provided by the City. Said plan shall require the City and the employee to each pay 50% of the premium cost. Said plan requires that, to be eligible, an employee must exhaust all accumulated sick leave, plus all other requirements set forth by the plan. The obligated premium cost to eligible confidential employees shall be no more than the premium cost obligation would be under the New Jersey State Disability Plan.

G. Changes in plans or carriers. The City may, at its option, change the Horizon Blue Cross/Blue Shield Preferred Provider Option Plan and/or carriers so long as the coverage provided is substantially similar.

H. Medicare premiums. Confidential employees and their spouse, if applicable, shall continue to be responsible for payment of the costs of their Medicare premiums upon attaining Medicare eligibility, and shall be required to enroll in both Medicare Part A and Medicare Part B and to pay the full amount of the premiums for both. Upon such enrollment in Medicare the City's medical plan will

become secondary to Medicare. Should an eligible employee or spouse fail to enroll in both Medicare Part A and Medicare Part B, the employee's (or spouse's) medical plan benefits through the City's medical plan shall be reduced by the amount that Medicare would have paid had the member enrolled.

- I. Health insurance opt-out. Confidential employees that receive the City's health insurance coverage shall be eligible for an opt-out bonus when they waive the City's health insurance coverage subject to the following procedures and limitations:
 - (1) Employees who have other available health insurance, other than through another City employee, will have the opportunity during the annual open enrollment period in June of each year to elect to waive the City's health insurance coverage effective on July 1 of that year.
 - (2) Any employee who waives health insurance coverage as provided for above shall be entitled to an opt-out bonus of 25% of the net savings to the City on account of the waiver, or \$5,000, whichever is less. The waiver terms are fully set forth in the City of Clifton Policy for Waiver of Health Insurance Coverage Sharing of Premium Savings.
 - (3) This opt out bonus shall be paid in 24 equal semimonthly installments annually.
 - (4) If the employee is terminated or leaves employment with the City for any reason after becoming entitled to the opt-out bonus, the employee's entitlement to continue receiving installments pursuant to Subsection I(3) above shall cease upon the effective date of the employee's termination or last date of employment with the City. The employee's last installment of the opt-out bonus, therefore, shall be prorated based upon the employee's last date of employment with the City.
 - (5) To be eligible for the opt-out bonus, the employee must provide proof of alternative health insurance coverage for the employee, and, if applicable, for any eligible dependents.
 - (6) An employee who has waived the City's health insurance coverage during the annual open enrollment period may opt back in upon 30 days' written notice to the City. The written notice must set forth the changed circumstances that now require the employee to receive health insurance coverage through the City in accordance with the terms of the agreement. The employee's entitlement to installments toward the opt-out bonus shall cease upon the effective date that the employee's City-provided health insurance coverage is reinstated. Any employee who opts back in after receiving the opt-out bonus installments must reimburse the City for the pro-rata share of the opt-out bonus to which the employee is no longer entitled.
- J. Optional life insurance. The City shall provide optional life insurance coverage for all employees, except seasonal part-time employees. Said life insurance coverage shall be provided, at the option of each employee, with 75% of the cost of the same being paid by the respective employee. Coverage under said life insurance protection shall be in accordance with the schedule for coverage provided under the existing group life insurance plan maintained by the City.
- K. Changes in state law. In the event that during the term of this agreement any state law is amended which would conflict with the provisions of this article, the provisions of such statute shall control and this agreement shall be considered amended to conform thereto.

ITEM NUMBER: D- 5

ITEM NAME: Viola Avenue Permit Parking
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
	memo	5/30/2025	Cover Memo



Clifton Police Department

TRAFFIC DIVISION

900 CLIFTON AVENUE
CLIFTON, NEW JERSEY 07013



Thomas Rinaldi
Chief of Police

Office: 973-470-5922
Email: mdroubi@cliftonpolice.org

Lt. Mohammad Droubi
Commander

To: Chief Rinaldi
From: Lt. Mohammad Droubi
Date: May 30th, 2025
Re: Permit Parking Study – Viola Ave

The Traffic Division was tasked with performing a study into whether or not Viola Ave between Paulison Ave and Hawthorne Ave meets the requirements of § 349-1.A. of Clifton's Municipal Code, to establish permit parking restrictions.

A petition was received with 19 names of residents of Viola Ave requesting permit parking restrictions Mon – Sat 24hrs. The petition listed the reason for the request as multiple vehicles from non-residents parking on Viola Ave displacing the residents. Letters were subsequently sent to the 20 street residents asking if they were in favor or against these restrictions. 12 residents responded that they were in favor of the restrictions; 1 resident was not in favor.

A study was conducted between May 7th and May 13th 2025.

Viola Ave - Paulison Ave ⇔ Hawthorne Ave

Total Number of Legal Parking Spaces	32
<u>Average Number of Non-Resident Vehicles Parked</u>	<u>8.2</u>
Average as a Percentage of the Number of Spaces	25.6%

The threshold of non-resident vehicles as a percentage of the total number of parking spaces exceeds 25% as required by ordinance. Based on the data collected, the Traffic Division recommends that permit parking be established as follows:

§349-2 Restricted Streets

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
Viola Ave	Both Sides	24hrs Monday - Saturday	From Paulison Ave to Hawthorne Ave

§ 349-1.A.

Whenever the Chief of Police or his designee shall determine that certain streets exclusively or primarily servicing residential land uses, or portions of such streets, are being used for parking by the operators of vehicles, which operators do not reside on said streets, and that the average number of such vehicles parking in such manner is in excess of 25% of the number of parking spaces on such streets and that the total number of parking spaces actually occupied exceeds 5% of the total number of parking spaces on

such streets, as disclosed by an engineering and/or traffic study, then the Chief of Police, or his designee, shall prohibit parking, except by permit as hereinafter provided, during hours when the above-stated conditions have been found to exist on those streets or portions affected thereby as established by such engineering and/or traffic study.

Respectfully Submitted;

M. Droubi

Lt. Mohammad Droubi
Traffic Division Commander

ITEM NUMBER: D- 6

ITEM NAME: Clifton Independence Day Celebration on July 6, 2025
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
☐	flyer	5/30/2025	Cover Memo



2025 CLIFTON INDEPENDENCE DAY CELEBRATION



Sunday, July 6, 2025

(RAINDATE MONDAY, JULY 7TH)

**CLIFTON STADIUM
350 PIAGET AVE.**

**PRE-SALE TICKETS COST
\$3 PER PERSON/
\$5 AT THE DOOR**

FOOD TRUCKS OPEN AT 12 PM, SO COME EARLY AND ENJOY DELICIOUS EATS BEFORE THE CARNIVAL BEGINS AT 3 PM WITH GAMES, RIDES, AND MORE. THEN AT 6:30 PM, FIREWORKS TICKET HOLDERS CAN HEAD INTO THE STADIUM FOR PRE-SHOW ENTERTAINMENT BEFORE THE NIGHT SKY LIGHTS UP WITH A SPECTACULAR FIREWORKS DISPLAY!



**PRE-SALE TICKETS ARE
AVAILABLE AT CITY HALL**
(CITY CLERK OR RECREATION OFFICES)



**CALL 973-470-5854
FOR MORE INFORMATION**



ITEM NUMBER: D- 7

ITEM NAME: Unofficial RFP Tabulation and Proposals for Employment Litigation
Special Legal Counsel Services

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
☐	Cover Letter	5/16/2025	Cover Memo
☐	Unofficial RFP tab	5/16/2025	Cover Memo



City of Clifton
Finance Department

INTEROFFICE MEMORANDUM

To: Gary DeMarzo, City Manager
From: Amisha J. Jariwala, QPA
Date: May 16, 2025
Re: **25-100 Employment Litigation Special Legal Counsel Services**

On May 15, 2025, the City of Clifton solicited Requests for Proposals (RFP) for **25-100 Employment Litigation Special Legal Counsel Services**, with the RFP opening scheduled for 11:00 AM. We have received responses from eight firms:

1. **DiFrancesco Bateman Kunzman Davis Lehrer & Falum**, 15 Mountain Boulevard, Warren NJ 07059
2. **Riker Danzig LLP** Headquarters Plaza, One Speedwell Ave, P.O. Box 1981, Morristown, NJ 07962
3. **Hatfield Schwartz Law Group LLC** -240 Cedar Knolls Road, Suite 303, Cedar Knolls, NJ
4. **Apruzzese, McDermot, Mastro & Murphy**- 25 Independence Blvd, Warren, NJ 07059
5. **Adams Lattiboudere Croot & Herman LLC** 555 Route 1 South, Suite 240, Iselin, NJ 08830
6. **Florio Kenny Raval LLP**, 125 Chubb Ave 310- N, Lyndhurst NJ 7071
7. **Eric M. Bernstein & Associates LLC** -34 Mountain Blvd., Building A. PO Box 4922, Warren, NJ 07059-4922
8. **Hoagland Longo Moran Dunst & Doukas LLP**, 40 Paterson Street, PO Box 480, New Brunswick NJ 08903

Please find attached the detailed submittals from eight firms for your review and consideration in the award scoring process. The RFP Unofficial Tabulation is attached herewith.

Thank you for your attention to this matter.

Respectfully submitted,

Amisha J Jariwala,
Qualified Purchasing Agent

25-100 Special Counsel for Employment Litigation Claims 5-15-2025 at 11:00 AM- Unofficial RFP Results

#	COMPANY NAME	BID AMOUNT		RANK
		Hourly Rate for Partners	Hourly Rate for Associates	
1	DIFrancesco Bateman Kunzman Davis Lehrer & Falum ,15 Mountain Boulevard,Warren NJ 07059	\$175.00	\$175.00	TWO
2	Riker Danzig LLP, Headquarters Plaza, One Speedwell Ave, PO Box 1981,Morristown, NJ 07962-1981	\$250.00	\$225.00	EIGHT
3	Hatfield Schwartz Law Group LLC,240 Cedar Knolls Road, Suite 303	\$195.00	\$165.00	FOUR
4	Appruzzo,McDermot Mastro & Murphy, 25 Independence Blvd, Warren, NJ 07059	\$220.00	\$220.00	SIX
5	Adams Lattibourde Croot & Herman LLC, 555 Route 1 South, Suite 240 Iselin NJ 08830	\$185.00	\$185.00	THREE
6	Florio Kenny Raval LLP,125 Chubb Ave 310- N,Lyndhurst NJ 7071	\$200.00	\$175.00	FIVE
7	Eric M. Bernstein & Associates LLC,34 Mountain Blvd., Building A. PO Box 4922,Warren, NJ 07059-4922	\$160.00	\$160.00	ONE
8	Hoagland Longo Moran Dunst & Doukas LLP,40 Paterson Street, PO Box 480,New Brunswick NJ 08903	\$250.00	\$200.00	SEVEN

ITEM NUMBER: D- 8

ITEM NAME: Unofficial RFP Tabulation and Proposals for Outside Legal Counsel for Independent Investigation Services

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	Cover Letter	5/16/2025	Cover Memo
	Unoffical RFP Tab	5/15/2025	Cover Memo



City of Clifton
Finance Department

INTEROFFICE MEMORANDUM

To: Gary DeMarzo, City Manager
From: Amisha J. Jariwala, QPA
Date: May 16, 2025
Re: **25-099 Outside Legal Counsel for Independent Investigation Services**

On May 15, 2025, the City of Clifton solicited Requests For Proposals (RFP) for **25-099 Outside Legal Counsel for Independent Investigation Services**, with the RFP opening scheduled for 11:00 AM. We have received responses from three firms:

1. **Ruderman & Roth LLC** -150 Morris Avenue, Suite 206/2nd Floor, Springfield, NJ 07081
2. **Riker Danzig LLP** Headquarters Plaza, One Speedwell Ave, P.O. Box 1981, Morristown, NJ 07962-1981
3. **Hatfield Schwartz Law Group LLC** -240 Cedar Knolls Road, Suite 303, Cedar Knolls, NJ
4. **Appruzze, McDermot, Mastro & Murphy**- 25 Independence Blvd, Warren, NJ 07059
5. **Adams Lattiboudere Croot & Herman LLC** 555 Route 1 South, Suite 240, Iselin, NJ 08830
6. **Laddey Clark & Ryan LLP** 60 Blue Heron Road, Suite 300, Sparta, NJ 07871

Please find attached the detailed submittals from sic firms for your review and consideration in the award scoring process. The RFP Unofficial Tabulation is attached herewith.

Thank you for your attention to this matter.

Respectfully submitted,

Amisha J Jariwala,
Qualified Purchasing Agent

25-099 Outside Independent Legal Services 5-15-2025 at 11:00 AM- Unofficial RFP Results

#	COMPANY NAME	BID AMOUNT		RANK
		Hourly Rate for Partners	Hourly Rate for Associates	
1	Ruderman & Roth LLC, 150 Morris Avenue, Suite 206/2nd FL, Springfield, NJ 07081	\$165.00	\$165.00	ONE
2	Riker Danzig LLP, Headquarters Plaza, One Speedwell Ave, PO Box 1981, Morristown, NJ 07962-1981, Cedar Knolls NJ 07927	\$250.00	\$225.00	SIX
3	Hatfield Schwartz Law Group LLC, 240 Cedar Knolls Road, Suite 303	\$195.00	\$165.00	THREE
4	Appruzzi, McDermott, Mastro & Murphy, 25 Independence Blvd, Warren, NJ 07059	\$220.00	\$220.00	FIVE
5	Adams Lattibourde Croot & Herman LLC, 555 Route 1 South, Suite 240 Iselin NJ 08830	\$185.00	\$185.00	TWO
6	Laddey Clark & Ryan LLP, 60 Blue Heron Rd Suite 300 Sparta NJ 07871	\$200.00	\$150.00	FOUR
7				

ITEM NUMBER: D- 9

ITEM NAME: Unofficial RFP Tabulation and Proposals for Outside Legal Counsel for Affordable Housing Litigation Services

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
☐ Cover Letter	5/16/2025	Cover Memo
☐ Unofficial RFP-tab	5/16/2025	Cover Memo



City of Clifton
Finance Department

INTEROFFICE MEMORANDUM

To: Gary DeMarzo, City Manager
From: Amisha J. Jariwala, QPA
Date: May 16, 2025
Re: **25-102- Affordable Housing Litigation Special Counsel Services**

On May 15, 2025, the City of Clifton solicited Requests For Proposals (RFP) for **25-102 Affordable Housing Litigation Special Counsel Services**, with the RFP opening scheduled for 11:00 AM. We have received responses from below three firms:

1. DiFrancesco, Bateman, Kuzman, Davis, Lehrer & Flaum P.C. 15 Mountain Blvd. Warren, NJ 07059
2. McManimon, Scotland, Baumann LLC, 75 Livingston Avenue, Roseland, NJ 07068
3. Eric M. Bernstein & Associates LLC, 34 Mountain Blvd, Building A. PO Box 4922, Warren NJ 07059

Please find attached the detailed submittals from above firms for your review and consideration in the award scoring process. The RFP Unofficial Tabulation is attached herewith.

Thank you for your attention to this matter.

Respectfully submitted,

Amisha J Jariwala,
Qualified Purchasing Agent

25-102 Affordable Housing Litigation Special Counsel Services 5-15-2025 at 11:00 AM- Unofficial RFP Results

#	COMPANY NAME	BID AMOUNT		RANK
		Hourly Rate for Partners	Hourly Rate for Associates	
1	DiFrancesco, Bateman, Kunzman ,15 Mountain Boulevard Warren NJ 07059	\$225.00	\$225.00	TWO
2	McManimon, Scotland, Baumann LLC,75 Livingston Avenue,Roseland, NJ 07068	\$250.00	\$250.00	THREE
3	Eric M. Berstein & Associates LLC,34 Mountain Blvd, Building A. PO Box 4922, Warren NJ 07059	\$160.00	\$160.00	ONE
4				

ITEM NUMBER: D- 10

ITEM NAME: Unofficial RFP Tabulation Outside Legal Counsel for General Environmental Services

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
☐	Cover Letter	5/16/2025	Cover Memo
☐	Unofficial RFP Tab	5/15/2025	Cover Memo



City of Clifton
Finance Department

INTEROFFICE MEMORANDUM

To: Gary DeMarzo, City Manager
From: Amisha J. Jariwala, QPA
Date: May 16, 2025
Re: **25-098 Outside Legal Counsel for General Environmental Services**

On May 15, 2025, the City of Clifton solicited Requests For Proposals (RFP) for **25-098 Outside Legal Counsel for General Environmental Services**, with the RFP opening scheduled for 11:00 AM. We have received responses from three firms:

1. **Riker Danzig LLP**-61 Headquarters Plaza, One Speedwell Ave, P.O. Box 1981, Morristown, NJ 07962-1981
2. **McManimon, Scotland, Baumann LLC** 75 Livingston Avenue, Roseland, NJ 07068
3. **Decotis, Fitzpatrick, Cole & Giblin LLP** 61 South Paramus Road, Paramus, NJ 07652

Please find attached the detailed submittals from three firms for your review and consideration in the award scoring process. The RFP Unofficial Tabulation is attached herewith.

Thank you for your attention to this matter.

Respectfully submitted,

Amisha J Jariwala,
Qualified Purchasing Agent

25-098 General Environmental Legal Services 5-15-2025 at 11:00 AM- Unofficial RFP Results

#	COMPANY NAME	BID AMOUNT		RANK
		Hourly Rate for Partners	Hourly Rate for Associates	
1	Riker Danzig LLP,61 Headquarters Plaza, One Speedwell Ave, PO Box 1981,Morristown, NJ 07962-1981	\$250.00	\$225.00	TWO
2	McManimon, Scotland, Baumann LLC,75 Livingston Avenue,Roseland, NJ 07068	\$250.00	\$250.00	THREE
3	Decotis, Fitzpatrick, Cole & Gibling LLP,61 South Paramus Road,Paramus, NJ 07652	\$200.00	\$175.00	ONE
4				

ITEM NUMBER: D- 11

ITEM NAME: Unofficial RFP Tabulation and Proposals for Redevelopment Counsel Services

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	Cover Letter	5/16/2025	Cover Memo
	Unofficial RFP tab	5/16/2025	Cover Memo



City of Clifton
Finance Department

INTEROFFICE MEMORANDUM

To: Gary DeMarzo, City Manager
From: Amisha J. Jariwala, QPA
Date: May 16, 2025
Re: **25-101- Redevelopment Counsel Services**

On May 15, 2025, the City of Clifton solicited Requests For Proposals (RFP) for **25-101 Redevelopment Counsel Services**, with the RFP opening scheduled for 11:00 AM. We have received responses from two firms:

1. DiFrancesco, Bateman, Kuzman, Davis, Lehrer & Flaum P.C. 15 Mountain Blvd.
Warren, NJ 07059
2. McManimon, Scotland, Baumann LLC, 75 Livingston Avenue, Roseland, NJ 07068

Please find attached the detailed submittals from above firms for your review and consideration in the award scoring process. The RFP Unofficial Tabulation is attached herewith.

Thank you for your attention to this matter.

Respectfully submitted,

Amisha J Jariwala,
Qualified Purchasing Agent

25-101 Redevelopment Counsel Services 5-15-2025 at 11:00 AM- Unofficial RFP Results

#	COMPANY NAME	BID AMOUNT		RANK
		Hourly Rate for Partners	Hourly Rate for Associates	
1	DiFrancesco, Bateman, Kunzman ,15 Mountain Boulevard Warren NJ 07059	\$225.00	\$225.00	ONE
2	McManimon, Scotland, Baumann LLC,75 Livingston Avenue, Roseland, NJ 07068	\$225.00	\$225.00	ONE

ITEM NUMBER: D- 12

ITEM NAME: Unofficial RFP Tabulation and Proposals for Tax Appeal Counsel Services

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	Cover Letter	5/16/2025	Cover Memo
	Unofficial RFP tab- TaxAppeal Counsel Services	5/15/2025	Cover Memo



City of Clifton
Finance Department

INTEROFFICE MEMORANDUM

To: Gary DeMarzo, City Manager
From: Amisha J. Jariwala, QPA
Date: May 16, 2025
Re: **25-097 Tax Appeal Counsel Services**

On May 15, 2025, the City of Clifton solicited Requests For Proposals (RFP) for **25-097 Tax Appeal Counsel Services**, with the RFP opening scheduled for 11:00 AM. We have received responses from seven firms:

1. Eric M. Bernstein & Associates LLC, 34 Mountain Blvd., Building A. PO Box 4922, Warren, NJ 07059-4922
2. McManimon, Scotland, Baumann LLC, 75 Livingston Avenue, Roseland, NJ 07068
3. Florio Kenny Raval LLP, 125 Chubb Ave, Lyndhurst NJ 07071
4. Boggia, Boggia and Betesh, 71 Mt. Vernon Street, Ridgefield Park, NJ 07660
5. DiFrancesco, Bateman, Kuzman, Davis, Lehrer & Flaum P.C. 15 Mountain Blvd. Warren, NJ 07059
6. Douglas M. Standriff 25E Spring Valley Avenue, Suite 330 Maywood NJ 07607
7. Cleary Giacobbe Alfieri Jacobs LLC, 169 Ramapo Valley Road Upper Level Suite 105 Oakland NJ 07436

Please find attached the detailed submittals from seven firms for your review and consideration in the award scoring process. The RFP Unofficial Tabulation is attached herewith.

Thank you for your attention to this matter.

Respectfully submitted,

Amisha J Jariwala,
Qualified Purchasing Agent

25-097 Tax Appeal Counsel Services 5-15-2025 at 11:00 AM- Unofficial RFP Results

#	COMPANY NAME	BID AMOUNT		RANK
		Hourly Rate for Partners	Hourly Rate for Associates	
1	Eric M. Bernstein & Associates LLC, 34 Mountain Blvd., Building A. PO Box 4922, Warren, NJ 07059-4922	\$160.00	\$160.00	THREE
2	McManimon, Scotland, Baumann LLC, 75 Livingston Avenue, Roseland, NJ 07068	\$225.00	\$225.00	SIX
3	Florio Kenny Raval LLP, 125 Chubb Ave, Lyndhurst NJ 07071	\$200.00	\$175.00	FIVE
4	Boggia, Boggia and Betesh, 71 Mt. Vernon Street, Ridgefield Park, NJ 07660	\$150.00	\$150.00	TWO
5	DiFrancesco, Bateman, Kuzman, Davis, Lehrer & Flaum P.C. 15 Mountain Blvd. Warren, NJ 07059	\$200.00	\$175.00	FIVE
6	Douglas M. Standriff 25E Spring Valley Avenue, Suite 330 Maywood NJ 07607	\$150.00	\$135.00	ONE
7	Cleary Giacobbe Alfieri Jacobs LLC, 169 Ramapo Valley Road Upper Level Suite 105 Oakland NJ 07436	\$185.00	\$185.00	FOUR

ITEM NUMBER: CM- 1

ITEM NAME: Proposed Amazon Warehouse Building 275 Kingsland St., Nutley, NJ
Change of Date for Planning Board Meeting

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
	Memo	5/27/2025	Cover Memo



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

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

May 27, 2025

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

**Re: Proposed Amazon Warehouse Building
275 Kingsland Street
Nutley, New Jersey**

Dear Mayor Grabowski and Council Members:

Please be advised that the Planning Board meeting that was for May 21, 2025 at 7:00 p.m. was rescheduled to June 4, 2025 at 7:00 p.m. I will attend the meeting on that date as directed by the Council.

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

Very truly yours,

THOMAS M. EGAN
Assistant Municipal Attorney

TME/ssj

ITEM NUMBER: CM- 2

ITEM NAME: 2025 Sewer Bills Mailed to Residents on 5/23/2025
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
📎	memo	5/28/2025	Cover Memo

City of Clifton
Office of the Tax Collector
900 Clifton Avenue, Clifton, NJ 07013
Telephone 973-470-5837 Fax 973-471-9336
taxcollector@cliftonnj.org

Interoffice Memorandum

Date: May 30, 2025
To: Mayor and Council
CC: Gary DeMarzo, City Manager
Joseph Kunz, CFO
From: Sanjana S. Parab, Tax Collector
Subject: 2025 Sewer bills

Approximately 24,000 sewer bills were mailed on Friday May 23, 2025. The due date for the first installment is June 10, 2025 and the second installment is due September 10, 2025. A ten-day grace period is given for each installment.

On 5/06/2025, the Municipal Council adopted a new Sewer Ordinance 7986-25 which is included for review. The 2025 sewer bills are based on the 2025 sewer rates.

ITEM NUMBER:

ITEM NAME: Father Oleksii - Holy Ascension Church
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER:

ITEM NAME: Approval of Special Meeting Minutes of May 14, 2025

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
☐	Minutes	5/29/2025	Cover Memo

**CITY OF CLIFTON
CLIFTON, NEW JERSEY
SPECIAL MEETING MINUTES OF MAY 14, 2025**

A Special Meeting of the Municipal Council of the City of Clifton was held in the Courtroom of Clifton City Hall, 900 Clifton Avenue, Clifton, New Jersey.

7:00 PM CALL TO ORDER

The meeting was called to order by Mayor Raymond Grabowski presiding, and it was announced that adequate notice of the meeting has been provided by the Special Meeting Notice which was published as a legal advertisement in the Herald News on May 4, 2025 and by posting of said notice on the bulletin board at City Hall which notice stated that formal action may or may not be taken on the matters to come before the Municipal Council.

Upon roll call, the following were noted present:

Councilman Gibson	(BG)
Councilman D'Amato	(CD) Arrived 7:13pm
Councilman Kolodziej	(JK)
Councilman Latona	(AL)
Councilwoman Pino	(RP) via ZOOM until arrived 7:17pm
Councilwoman Sadrakula	(MS)
Mayor Grabowski	(RG)

Also present were City Manager, Gary DeMarzo; Assistant City Attorney, Andrew Oddo; CFO, Joseph Kunz; Deputy City Clerk, Michele Butler and City Clerk, Kathleen Tolosi.

PUBLIC HEARING

The Mayor opened the public hearing, seeing no one the Mayor closed the public hearing.

ACTION ITEMS

A-1 Approval of Storage Pod at 15 Saint Michaels Place from 5/15/25 – 5/31/25

Approved: JK/TL

DISCUSSION

D-2 2025 Budget Review by Phoenix Advisors – Joseph Manzo was in attendance.

Mr. Manzo provided an overview of the 2025 budget review, highlighting several key areas of the city's financial obligations such as contractual, salary and wages, utilities. One of the key points of discussion was the assumption that revenue levels would remain consistent year-to-year. Joseph emphasized that it would not be prudent to assume the same level of revenue as in previous years especially during Covid years of 2020 and 2021. He suggested that many New Jersey Municipalities are using PILOT Agreements or Cannabis as strategies to address revenue shortfalls. Councilman Latona asked about hotel taxes. Manzo stated its only 3% no exceptions. There was an in-depth discussion about the cost of employee benefits for the year. Joe Kunz, CFO stated that the city has a broker for dental and medical benefits, which helps manage the costs of these services. He noted that the broker has been instrumental in negotiating rates and ensuring that the city provides quality benefits while maintaining cost control. Councilman Latona expressed concern about the City's internet services and the need to bundle with a single provider or a smaller number of providers could help reduce costs and improve service management.

The group discussed the cost of going out to bid for the city's recycling services which could be expensive. Discussion continued about the city is currently under county order for a property revaluation. This revaluation could impact future revenue projections and will need to be

factored into the budget as costs. The group explored the possibility of using grants as an additional revenue source. Joseph Manzo discussed that the city should be more proactive in identifying grant opportunities and how they will affect the budget in the future. Not all grants are the same and cost effective.

CONFIDENTIAL ITEM/CLOSED SESSION

Resolution R257-25 on the Agenda, authorizing closed session was read. A Motion was made by Councilman D'Amato seconded by Councilwoman Sadrakula and passed on roll call vote to enter into Closed Session.

(6-0-0-1) Councilman Gibson, Councilman D'Amato, Councilman Latona, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye. Councilman Kolodziej was absent and arrived at 7:37 p.m.

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 FMBA Contract Negotiations
CON-2 Current Litigation

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 May 14, 2025 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.

DISCUSSION

D-1 2025 Municipal Budget

The City Manager shared a presentation on the budget. Robert Hauge, Auditor, discussed and explained the differences between five points vs. seven points tax increase. There was discussion on assessed value of a home. Councilman Kolodziej stated many budget lines have remained the same as last year. There has been no increase. Discussion continued budget lines. Councilwoman Pino asked about the status of the Forensic Audit. It was stated it is on schedule for June 1, 2025. They have requested more information from various departments. There was discussion on raising taxes to 4.4% which is 7 points. The City Manager asked the Council how they wanted to move forward. Councilman Latona brought up returning the cars. Administration would follow up on this issue. Councilman Kolodziej gave direction to Administration to look at the overtime for Fire and Police which was being under-budgeted and to find revenue sources. It was decided the next budget meeting would be planned after the Forensic Audit was received.

ADJOURNMENT

Upon motion made by Councilwoman Pino, seconded by Councilman D'Amato, and passed on roll call vote, the meeting was adjourned at 10:15 p.m.

Respectfully Submitted,

Kathleen Tolosi, City Clerk

Raymond Grabowski, Mayor

ITEM NUMBER:

ITEM NAME: Approval of Executive Special Meeting Minutes of May 14, 2025
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER:

ITEM NAME: Approval of Workshop Meeting Minutes of May 20, 2025

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
☐ minutes	5/29/2025	Cover Memo

**CITY OF CLIFTON
CLIFTON, NEW JERSEY
WORKSHOP MEETING MINUTES MAY 20, 2025**

The Conference 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 and called to Order by the Mayor.

6:30 P.M. CALL OF ROLL

Mayor Grabowski 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 2025 which was published as legal advertisements in the Herald News on January 5, 2025, and was additionally advertised in the Record on January 5, 2025. 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)	Arrived 6:36 p.m.
Councilwoman Pino	(RP)	
Councilwoman Sadrakula	(MS)	
Mayor Grabowski	(RG)	

Also present were City Manager, Gary DeMarzo; Assistant City Attorney, Andrew Oddo; Assistant City Attorney, Thomas Egan; CFO, Joseph Kunz; City Clerk, Kathleen Tolosi and Deputy City Clerk Michele Butler.

Presentations:

Action items of the City Manager's Work Session Agenda
Discussion items of the City Manager's Work Session Agenda
Council mail items of the City Manager's Work Session Agenda

Respectfully submitted,

Kathleen Tolosi
City Clerk

May 20, 2025

PRESENTATION / HEARING / CONFERENCE APPEARANCE(S)

ACTION ITEMS

- A-1 Clifton Police Firing Range Targeting System Replacement - City Engineer Recommends Award of Contract to Inveris Training Solutions (R259-25)

Approved: MS/BG

- A-2 Shafto Street, Getty Avenue and VanWinkle Avenue Sanitary Sewer Replacement - City Engineer Recommends Approval of Change Order #1 & Final, Final Payment and Close Out to John Garcia Construction (R260-25)

Approved: BG/AL

- A-3 Authorization to Approve the Award of Contract for Professional Design Engineering and Architectural Services Contract to George A. Held. for Fire Department Repairs and Alterations (R262-25)

A Motion was made by Councilwoman Pino, seconded by Councilwoman Sadrakula, and passed on roll call vote to table Item A-3

(6-1-0-0) Councilman D'Amato, Councilman Gibson, Councilman Latona, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye. Councilman Kolodziej voted nay.

- A-4 Authorization to Approve the Three-Year Hardware and Software Support for the Avaya Phone System via New Jersey State Contract A80802 (R263-25)

Approved: CD/AL Councilwoman Sadrakula objected

- A-5 Authorization to Approve the TRG State Accreditation Processes and Services for the Clifton Police Department from Lexipol, LLC (R264-25)

Approved: BG/CD

A Motion was made by Councilman Latona, seconded by Councilwoman Pino, and passed on roll call vote to table Items A-6 through A-11

- A-6 Authorization to Approve the Unofficial RFP Tabulation and Proposals for Tax Appeal Counsel Services (25-097)
A-7 Authorization to Approve the Unofficial RFP Tabulation and Proposals for Redevelopment Counsel Services (25-101)
A-8 Authorization to Approve the Unofficial RFP Tabulation and Proposals for Outside Legal Counsel for Independent Investigation Services (25-099)
A-9 Authorization to Approve Unofficial RFP Tabulation and Proposals for Outside Legal Counsel for Affordable Housing Litigation Services (25-102)
A-10 Authorization to Approve the Unofficial RFP Tabulation and Proposals for Employment Litigation Special Legal Counsel Services (25-100)
A-11 Authorization to Approve the Unofficial RFP Tabulation Outside Legal Counsel for General Environmental Services (25-098)

(5-2-0-0) Councilman D'Amato, Councilman Gibson, Councilman Latona, Councilwoman Pino and Councilwoman Sadrakula voted aye. Councilman Kolodziej and Mayor Grabowski voted nay.

- A-12 Authorization to Appoint the ABC Board Secretary (R265-25)

This Item was moved to Executive Session

- A-13 Authorization to Approve Clifton Blue Mosque Food Festival at 492 Clifton Ave. on

the revised dates of May 21-24, 2025

Approved: CD/BG

A-14 Authorization to Approve the Turkish Day Festival at Clifton Memorial Park on June 8, 2025

Approved: AL/BG

A-15 Authorization to Approve the St. John Kanty Church Festival at 49 Speer Ave. on June 15, 2025

Approved: MS/BG

A-16 Authorization to Approve the Athenia Business Association Street Fair for September 21, 2025

Approved: MS/RP Mayor Grabowski recused himself

A-17 Authorization to Approve Nash Park Improvement Project (R270-25)

Approved: MS/JK

DISCUSSION ITEMS/NEW BUSINESS

D-1 Cannabis as Possible Revenue (JK)

Allowing cannabis as a revenue source was discussed. It was pointed out that Council owes it to the taxpayers to explore cannabis revenue in greater detail. It was asked that the Cannabis committee reconvene at a future date. A suggestion was to only allow cannabis classes that are non-customer facing businesses, i.e., manufacturing or cultivating. With the majority of the Council against this idea, the discussion was closed.

D-2 Results of 2025A BAN Sale Held May 6, 2025

The need to go out for long term bonds was discussed and Administration was directed to set up a Bond Committee meeting.

Councilwoman Pino returned to the meeting at 10:45 p.m.

D-3 Urma Avenue S-Turn

A Motion was made by Councilwoman Sadrakula, seconded by Councilman D'Amato, and passed on roll call vote to put a first reading ordinance on the next Council meeting prohibiting parking on both sides of Urma from Springdale Ave. to 25 feet beyond Landis Place.

(4-2-1-0) Councilman D'Amato, Councilman Gibson, Councilman Latona, and Councilwoman Sadrakula voted aye. Councilman Kolodziej and Mayor Grabowski voted nay. Councilwoman Pino abstained.

D-4 Dedication by Rider - Building Department

A Motion was made by Councilwoman Sadrakula, seconded by Councilman Latona, and passed without objection to table Item D-4.

D-5 Proposed Amazon Warehouse Building (275 Kingsland Street)

A Motion was made by Councilwoman Sadrakula, seconded by Councilman Latona, and passed without objection to have a Legal Representative appear at the public hearing.

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COUNCIL MAIL

- CM- 1 2025 Memorial Day Weekend Ceremonies Schedule
- CM- 2 Notice of Resignation from Clifton Arts Center & Sculpture Committee
- CM- 3 ECHO Annual Community Fun Day at Shoprite (895 Paulison Ave.) on July 19, 2025
- CM- 4 ECHO Community Car Show Fundraiser at Clifton Masonic Lodge (1496 Van Houten Ave) on August 10, 2025

CONFIDENTIAL ITEMS/CLOSED SESSION

A Motion was made by Councilman Gibson, seconded by Councilwoman Sadrakula, 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.

**CITY OF CLIFTON
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 Legal Opinion Regarding Issuance of Rice Notices in Connection with Termination of Health Benefits to Qualified Permanent Part-Time Employees
- CON- 2 Confidential Investigation - D.I. against M.S.
- CON- 3 Rader v. City of Clifton - Litigation
- CON- 4 S & S Shell, Inc. d/b/a Anthony's Towing v. Mayor & Council of City of Clifton
Docket No.: PAS-L-1206-25
- CON- 5 Complaint from DJ
- CON- 6 FMBA Negotiations
- CON- 7 Order to Show Cause - FP against MS
- CON- 8 Jolanta Lejtowski v. City of Clifton Pending Litigation
- CON- 9 Samuel Arnowitz v. City of Clifton Pending Litigation

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 May 20, 2025, 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.

After a discussion in Executive Session regarding Item A-12, a Motion was made by Councilman Kolodziej, seconded by Councilwoman Pino and passed on roll call vote to appoint Sandra Jones as ABC Board Secretary effective July 1, 2025.

(5-2-0-0) Councilman D'Amato, Councilman Gibson, Councilman Kolodziej, Councilwoman Pino and Mayor Grabowski voted aye. Councilman Latona and Councilwoman Sadrakula voted nay.

ITEM NUMBER:

ITEM NAME: Approval of Regular Meeting Minutes of May 20, 2025
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	Minutes	5/30/2025	Cover Memo

**CITY OF CLIFTON
REGULAR MEETING MINUTES
MAY 20, 2025**

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 2025, which was published as legal advertisements in the Herald News on January 5, 2025, and was additionally advertised in the Record on January 5, 2025. 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 Assistant City Attorney and Interim City Manager, Andrew Oddo; Assistant City Attorney, Thomas Egan; City Clerk, Kathleen Tolosi; and Deputy City Clerk, Michele Butler.

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

Pastor Eric Farrar – Hope Reformed Church

APPROVAL OF MINUTES

A Motion was made by Councilman Kolodziej, seconded by Councilman D'Amato and passed on roll call vote to approve the following Minutes:

Workshop Meeting minutes of May 6, 2025, Regular Meeting minutes of May 6, 2025, and Executive Session minutes of May 6, 2025.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

COMMUNICATIONS FROM THE CITY MANAGER

- C-1 Christian Marra, Public Safety, Hired as Parking Enforcement Officer, effective May 12, 2025, at \$16.00 hourly.
- C-2 Chris Candelaria, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.
- C-3 Miguel Aquino, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.
- C-4 Elijah Grullon, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.
- C-5 Eric Allmendinger, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.

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- C-6 Manuel Ramirez, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.
- C-7 Fotis Tsambounieris, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.
- C-8 Anthony Pachella, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.
- C-9 Luisangel Candelaria, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.
- C-10 Luis Angomas, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.
- C-11 Victoria Petriella, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.
- C-12 Alfredo Leon, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.
- C-13 David Konarzewski, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.
- C-14 John DeGroat, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.
- C-15 Christopher Freid, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.
- C-16 Vincent Santana, Public Safety, Hired as Police Officer, effective May 5, 2025, at \$46,310.00 annually.
- C-17 Joseph Chidiac, Public Safety, Hired as Parking Enforcement Officer, effective May 12, 2025, at \$16.00 hourly.
- C-18 Robert Spina, Human Services, resigned position of Recreation Aide, effective May 16, 2025.

COMMUNICATIONS MEETING MINUTES

- C-19 Minutes of the Alcohol Beverage Control Board of April 9, 2025
- C-20 Minutes of the Clifton Advisory Committee for ADA of April 21, 2025
- C-21 Minutes of the Clifton Traffic Safety Committee of April 17, 2025

SECOND READING ORDINANCES

A. Adoption of Ordinance 7989-25

B. Public Hearing on Ordinance 7989-25

Mayor Grabowski opened the floor to the public with regard to the Ordinance 7989-25

With no one wishing to be heard, a Motion was made by Councilman Gibson, seconded by Councilman Latona and passed on roll call vote to close the public hearing.

The following entitled ordinance had been introduced and having passed on first reading, which first reading was by title and said entitled ordinance having been published according to the law and thereafter placed on the Agenda of the present meeting, said ordinance was brought up for public hearing at the opening of such hearing said ordinance was given a second reading which reading was by title and all persons interested having been given an opportunity to be heard concerning said ordinance and upon motion, adopted said hearing was closed and said ordinance was thereafter finally passed without amendments.

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" (Adds 234 Clifton Ave.)

(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 7990-25

D. Public Hearing on Ordinance 7990-25

Mayor Grabowski opened the floor to the public with regard to the Ordinance 7990-25

With no one wishing to be heard, a Motion was made by Councilman Latona, seconded by Councilman D'Amato and passed on roll call vote to close the public hearing.

The following entitled ordinance had been introduced and having passed on first reading, which first reading was by title and said entitled ordinance having been published according to the law and thereafter placed on the Agenda of the present meeting, said ordinance was brought up for public hearing at the opening of such hearing said ordinance was given a second reading which reading was by title and all persons interested having been given an opportunity to be heard concerning said ordinance and upon motion, adopted said hearing was closed and said ordinance was thereafter finally passed without amendments.

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 1 Handicapped Space)

(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 7991-25

F. Public Hearing on Ordinance 7991-25

Mayor Grabowski opened the floor to the public with regard to the Ordinance 7991-25

With no one wishing to be heard, a Motion was made by Councilman Latona, seconded by Councilman D'Amato and passed on roll call vote to close the public hearing.

The following entitled ordinance had been introduced and having passed on first reading, which first reading was by title and said entitled ordinance having been published according to the law and thereafter placed on the Agenda of the present meeting, said ordinance was brought up for public hearing at the opening of such hearing said ordinance was given a second reading which reading was by title and all persons interested having been given an opportunity to be heard concerning said ordinance and upon motion, adopted said hearing was closed and said ordinance was thereafter finally passed without amendments.

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)

(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 7992-25

H. Public Hearing on Ordinance 7992-25

Mayor Grabowski opened the floor to the public with regard to the Ordinance 7992-25

With no one wishing to be heard, a Motion was made by Councilman Gibson, seconded by Councilman Latona and passed on roll call vote to close the public hearing.

The following entitled ordinance had been introduced and having passed on first reading, which first reading was by title and said entitled ordinance having been published according to the law and thereafter placed on the Agenda of the present meeting, said ordinance was brought up for

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public hearing at the opening of such hearing said ordinance was given a second reading which reading was by title and all persons interested having been given an opportunity to be heard concerning said ordinance and upon motion, adopted said hearing was closed and said ordinance was thereafter finally passed without amendments.

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 5 Restricted Handicapped Spaces)

(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 7993-25

L. Public Hearing on Ordinance 7993-25

Mayor Grabowski opened the floor to the public with regard to the Ordinance 7993-25

With no one wishing to be heard, a Motion was made by Councilman Latona, seconded by Councilman D'Amato and passed on roll call vote to close the public hearing.

The following entitled ordinance had been introduced and having passed on first reading, which first reading was by title and said entitled ordinance having been published according to the law and thereafter placed on the Agenda of the present meeting, said ordinance was brought up for public hearing at the opening of such hearing said ordinance was given a second reading which reading was by title and all persons interested having been given an opportunity to be heard concerning said ordinance and upon motion, adopted said hearing was closed and said ordinance was thereafter finally passed without amendments.

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)

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

M. Adoption of Ordinance 7995-25

N. Public Hearing on Ordinance 7995-25

Mayor Grabowski opened the floor to the public with regard to the Ordinance 7995-25

With no one wishing to be heard, a Motion was made by Councilman Latona, seconded by Councilman D'Amato and passed on roll call vote to close the public hearing.

The following entitled ordinance had been introduced and having passed on first reading, which first reading was by title and said entitled ordinance having been published according to the law and thereafter placed on the Agenda of the present meeting, said ordinance was brought up for public hearing at the opening of such hearing said ordinance was given a second reading which reading was by title and all persons interested having been given an opportunity to be heard concerning said ordinance and upon motion, adopted said hearing was closed and said ordinance was thereafter finally passed without amendments.

An Ordinance to Amend, Revise and Supplement Chapter 349 of the Code of the City of Clifton, Entitled "Permit Parking on Residential Street and Municipal Lots," Article I, Entitled "Residential Streets," More Particularly Section 349-2 Thereof, Entitled "Restricted Streets" (Chestnut Street)

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

O. Adoption of Ordinance 7996-25

P. Public Hearing on Ordinance 7996-25

Mayor Grabowski opened the floor to the public with regard to the Ordinance 7996-25

With no one wishing to be heard, a Motion was made by Councilman D'Amato, seconded by Councilman Gibson and passed on roll call vote to close the public hearing.

The following entitled ordinance had been introduced and having passed on first reading, which first reading was by title and said entitled ordinance having been published according to the law and thereafter placed on the Agenda of the present meeting, said ordinance was brought up for public hearing at the opening of such hearing said ordinance was given a second reading which reading was by title and all persons interested having been given an opportunity to be heard concerning said ordinance and upon motion, adopted said hearing was closed and said ordinance was thereafter finally passed without amendments.

An Ordinance to Amend, Revise and Supplement Chapter 349 of the Code of the City of Clifton, Entitled "Permit Parking on Residential Street and Municipal Lots," Article I, Entitled "Residential Streets," More Particularly Section 349-2 Thereof, Entitled "Restricted Streets" (Butler Street))

(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

Jane Purdy, 6 Collura Lane, spoke about parking issues on Collura Lane

Ray Lill, 59 Stevens Road, expressed his objection to allowing cannabis in Clifton as a revenue source.

Gary Anolik, Clifton, pointed out that the people of Clifton are kind, wonderful people. He spoke about allowing cannabis within City limits and the influence it might have on children. He spoke highly of CASA and the important work they do.

Henry Cholewczynski, 37 Phyllis Place, gave each Council member reading material regarding the 4th Amendment and inspecting resident's trash for recycling violations. He pointed out that the City's Ordinance has mandates for officers to do the inspections. Mr. Cholewczynski suggested reevaluating the City's Engineering Department's skills. He spoke about the importance of enforcing building codes.

Gary Perino, 491 Mt. Prospect Ave., Gary Perino expressed concerns about the city's excessive vehicle fleet, which occupies all parking spaces reserved for visitors, and he was glad the proposed storage unit near City Green was denied by the Planning Board. He emphasized that police and fire departments should have a say in Planning Board applications to ensure community safety and needs are met. Perino also highlighted the need to enforce restrictions on landscapers and construction noise on Sundays to maintain community peace. Additionally, he discussed the importance of enforcing regulations against illegal Airbnb rentals to preserve neighborhood integrity and safety.

Tom Whittles, CASA expressed his gratitude to those who voted against allowing cannabis as a revenue source emphasizing the community's concerns about health and safety. He also highlighted that the health department is actively addressing issues related to smoke shops, working closely with the legal department to enforce regulations and ensure public well-being.

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Carol Urbanowycz, 106 Holster Road, advocates for residents in the Richfield section who are facing ongoing traffic and parking issues.

Councilman Latona left the dais at 9:03p.m.

She emphasizes that managing the city's budget should not fall solely on taxpayers and suggests that the city explore additional revenue sources while also making necessary cuts to ensure fiscal responsibility. Ms. Urbanowycz also believes that discussions about councilmember donations should be kept out of council meetings and focus on relevant issues.

Councilman Latona returned to the dais at 9:05 p.m.

Furthermore, she argues that if the council considers eliminating benefits for part-time employees, it should do so prospectively, ensuring that benefits promised at the time of hiring are honored for current employees, rather than retroactively taking away benefits from those who were already entitled to them.

Ray Robertello, 66 Woodland Ave., invited all to the upcoming Pride Flag Raising ceremony. He thanked Samantha Bassford and Cameron Hebron for volunteering to help organize the event. Mr. Robertello gave a brief history of the Pride Flag raising.

Donna Popowich, 57 Dalewood Road, addressed the council, announcing upcoming city-wide garage sales and Little Pantry garage sales. She expressed appreciation to everyone who contributed pet food to support the Little Pantries, emphasizing the importance of community involvement. Ms. Popowich remarked that nothing meaningful is resolved during City Council meetings and highlighted the need for new revenue sources to support the city's initiatives. She also voiced her opposition to the idea of implementing parking meters, considering them a bad idea. Additionally, she presented a citizen's award to Temporary City Manager Gary DeMarzo in recognition of his efforts and leadership.

With no one else wishing to be heard, a Motion was made by Councilman Latona, seconded by Councilman D'Amato and passed on roll call vote 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

City Manager, Gary DeMarzo, announced that a traffic study is underway for the Pershing Road area.

PRESENTATION

A Presentation was given by Tom Ucao of IMAC regarding the cost savings that would result in the elimination of health benefits for part-time employees.

Councilwoman Sadrakula asked for a list of all part-time employees who receive health benefits. She also suggested that the current Council members that receive health benefits should recuse themselves from any discussions regarding eliminating the benefits.

Councilwoman Pino apologized to Tom Ucao for some Councilmembers behavior toward him.

COUNCIL PRIVILEGE

Councilwoman Pino

Councilwoman Pino announced that the ECHO Kids Summer Camp will be back this summer. Councilwoman Pino left the meeting at 10:32 p.m.

Councilman D'Amato

Councilman D'Amato suggested adding discussion item on the next council meeting implementing closed captioning for council meeting broadcasts. He agreed with Henry Cholewczynski's suggestion to keep more work in-house rather than hiring outside contractors and also prioritize setting up a zoning committee meeting. Councilman D'Amato pointed out that the new City Manager, Gary DeMarzo, has demonstrated responsiveness and diligence. He asked that a discussion item to be put on the next council meeting on appointing a full-time city manager. Councilman D'Amato expressed the need to expedite the sidewalk and tree ordinances.

Councilman Gibson

Councilman D'Amato left the dais at 10:09 p.m.

Councilman Gibson read recreation news and events. He expressed his opposition regarding allowing cannabis in the City as a source of revenue. Councilman Gibson highlighted all the challenging work that is done by CASA. He thanked Henry Cholewczynski for the handout regarding the law and recycling enforcement.

Councilman D'Amato returned to the dais at 10:13 p.m.

Councilwoman Sadrakula

Councilwoman Sadrakula asked to have a Bond Committee and Zoning Committee meeting organized to address community concerns. She asked for an update on the Third River Project. Councilwoman Sadrakula proposed to add to the next Council agenda discussion items to eliminate donations from the agenda and to address issues related to Little Leagues having to pay for lighting and field house improvements. Additionally, she stated she received many complaints about 199 Scoles Ave. becoming a nuisance, functioning as a party venue, raising safety concerns. She is also awaiting an update from PSE&G on when streetlights will be repaired or upgraded to improve neighborhood safety.

Councilman Latona

Councilman Latona announced local events and news.

Councilwoman Sadrakula left the dais at 10:20 p.m.

He highlighted that despite efforts to enhance fiscal responsibility, no cost savings were realized in the current budget, prompting him to propose several measures such as implementing a hiring freeze, improving efficiencies, reducing the vehicle fleet, cutting professional service contracts by 50%, extending the 10-year medical retirement plan to 20 years, updating zoning laws, and reducing staff across all levels. He also emphasized the importance of conducting performance reviews and investigating buyouts for higher-salaried employees.

Councilman Kolodziej

Councilman Kolodziej provided the Arts Center committee update, anticipation for the holiday committee's report on Fourth of July festivities, and ongoing efforts to combat substance abuse through a municipal alliance.

Councilwoman Sadrakula returned to the dais at 10:26 p.m.

He expressed concern over increased costs to taxpayers from hiring firms via RFPs and criticized some council members' opposition to legalizing cannabis, which could provide vital revenue. Additionally, he proposed selling older fleet vehicles, raising recreation fees, and offering after-care programs during summer camps to boost revenue. Finally, he emphasized the need to include the city manager search in the next agenda for further discussion.

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Mayor Grabowski

Mayor Grabowski pointed out the need to look into the party venue on Scoles Avenue that is affecting the quality of life in the area. He congratulated the Clifton Cheer Team on their honor of winning a gold medal. He announced the City's Memorial Day Parade and celebration.

Councilwoman Pino returned to the meeting via ZOOM at 10:38 p.m.

RESOLUTIONS VOTED ON SEPERATELY

A Motion was made by Councilwoman Sadrakula, seconded by Councilman D'Amato and without objection was tabled.

R262-25 Resolution Awarding Professional Design Engineering and Architectural Services Contract to George A. Held , AIA for Fire Department Repairs and Alterations

**RESOLUTION AWARDING PROFESSIONAL DESIGN ENGINEERING AND
ARCHITECTURAL SERVICES CONTRACT TO GEORGE A. HELD, AIA,
FOR FIRE DEPARTMENT REPAIRS AND ALTERATIONS**

WHEREAS, the City of Clifton requires professional Design engineering and architectural services in connection with Fire Department Alterations Project i.e. Repairs to the existing Fire Headquarters at City Hall; and

WHEREAS, the Fire Chief recommends that a contract for architectural services be awarded to George A. Held, AIA & Associates in accordance with its submitted proposal, dated November 25,2024, for only Tasks 1-3, in the amount not to exceed \$15,250.00; and

WHEREAS, after reviewing the proposal and upon the recommendation of the Fire Chief, the Municipal Council wishes to award a contract to George A. Held, AIA & Associates, for the provision of said services, in the amount not to exceed \$15,250.00; and

WHEREAS, the subject matter is professional services and may be awarded without public advertising for bids and bidding therefor under *N.J.S.A. 40A:11-5 et seq.*; and

WHEREAS, this award is of a non-fair and open contract in accordance with *N.J.S.A. 19:44A-20.5*, and, therefore, the Business Entity Disclosure Certification has been received from the engineer and is incorporated into the contract awarded hereby, along with the Determination of Value; and

WHEREAS, the value of the contract is determined not to exceed \$15,250.00, and the duration of the contract is until completion; and

NOW, THEREFORE, BE IT RESOLVED, that a professional design Engineering and architectural services contract in connection with the Fire Department Repairs and Alterations Project hereby is awarded to **George A. Held, AIA & Associates**, located at 600 Getty Avenue, Clifton, New Jersey, 07011, in accordance with its proposal dated May 14,2025, for Phases I and II and III, in the amount not to exceed \$15,250.00 and shall not exceed that amount except upon the adoption of a supplemental resolution authorizing additional funding; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute a contract on behalf of the City of Clifton, and that the original of this resolution and the contract above referred to be placed on file and made available for inspection at the Office of the City Clerk of the City of Clifton.

(7-0-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilman D'Amato, Councilwoman Pino, Councilwoman Sadrakula and Mayor Grabowski voted aye.

A Motion was made by Councilman Kolodziej, seconded by Councilman D'Amato and passed on roll call vote to appoint Sandra Jones as ABC Board Secretary

R265-25 Resolution Approving Appointment of ABC Board Secretary

**RESOLUTION APPOINTING SANDRA JONES AS SECRETARY TO BOARD OF
ALCOHOLIC BEVERAGE CONTROL**

BE IT RESOLVED, by the Mayor and Members of the Municipal Council, that SANDRA JONES is hereby appointed as secretary to the Board of Alcoholic Beverage Control and shall receive a stipend in the annual amount of \$7,500.

BE IT FURTHER RESOLVED, that this Appointment shall commence on July 1, 2025.

(6-1-0-0) Councilman Gibson, Councilman Kolodziej, Councilman Latona, Councilwoman Pino Councilman D'Amato voted aye. Councilwoman Sadrakula voted nay.

RESOLUTIONS

A Motion was made by Councilwoman Sadrakula, seconded by Councilman Latona 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.

A Motion was made by Councilman D'Amato, seconded by Councilman Gibson and passed on roll call vote to approve the Claims List for May 20, 2025

R229-25 Resolution: Approve Claims List Resolution for the May 20, 2025, City Council Meeting

Current Fund	\$	34,418,810.24
Grant Fund	\$	1,061,322.58
General Capital Fund	\$	113,125.43
Sewer Utility -Operating	\$	2,269,765.76
Sewer Utility-Capital	\$	33,418.25
Developers Escrow	\$	6,411.41
Dog Trust	\$	-
Revolving Loan Fund		
Police Extra Duty	\$	55,020.00
Trust Other	\$	75,412.97
Section 8 Public Housing	\$	267,368.04
Affordable Housing	\$	-
Community Development	\$	17,553.92
Payroll Agency	\$	-
Tax Title Lien Redemption	\$	-
Affordable Housing	\$	-
	\$	-
Self-Insurance	\$	552,359.56
	\$	
Fire Dedicated Penalties	-	
Revolving Loan Fund	\$	-
Tax Title Lien Redemption	\$	-
Unemployment Trust Fund	\$	-
Library	\$	96,266.57
General Liability Trust	\$	5,970.00

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Workers Compensation Trust	\$	20,112.84
Trust Escrow	\$	-
Reserve for Housing	\$	-
Federal DOJ Forfeiture	\$	-
	\$	
TOTAL CLAIMS		38,992,917.57

R259-25 Resolution Awarding Contract for Clifton Police Firing Range Targeting System Replacement

**RESOLUTION AWARDING CONTRACT FOR
CLIFTON POLICE FIRING RANGE TARGETING SYSTEM REPLACEMENT**

BE IT RESOLVED: that the contract for the CLIFTON POLICE FIRING RANGE TARGETING SYSTEM REPLACEMENT be and the same is hereby awarded to INVERIS TRAINING SOLUTIONS of Suwanee, Georgia, the low bidder meeting the specifications at a grand total bid price of \$134,157.14, in accordance with bids received on April 29, 2025, and recommended by communication dated May 9, 2025 to the Mayor and Council; and

NOW, THEREFORE BE IT FURTHER RESOLVED: that the Mayor and City Clerk be and they are authorized and directed hereby to execute such contract, upon approval by the Law Department.

BE IT FURTHER RESOLVED: that the required Certificate of Availability of Funds for the above contract has been obtained from the Chief Financial Officer of the City of Clifton.

R260-25 Resolution Authorizing the Issuance of Change Order No. 1 and Final Shafto Street, Getty Avenue and VanWinkle Avenue Sanitary Sewer Replacement

**RESOLUTION AUTHORIZING THE ISSUANCE OF CHANGE ORDER NO. 1 AND
FINAL SHAFTO STREET, GETTY AVENUE AND VANWINKLE AVENUE
SANITARY SEWER REPLACEMENT**

WHEREAS, on January 2, 2024, the City of Clifton adopted Resolution R009-24 awarding a contract to **JOHN GARCIA CONSTRUCTION** of CLIFTON, NJ, for the performance of certain public work and the furnishing of material, labor and equipment for **SHAFTO STREET, GETTY AVENUE AND VANWINKLE AVENUE SANITARY SEWER REPLACEMENT** in the amount of \$231,667.80; and

WHEREAS, regulations, adopted by the Local Finance Board of the State of New Jersey, and dealing with "Contract Change Order" open-end contracts, etc., became effective on April 15, 1977; and

WHEREAS, the City Engineer has requested that a Change Order be made to the contract awarded to **JOHN GARCIA CONSTRUCTION**, in the amount of \$2,822.98 a 1.22% Increase as authorized by Resolution said being necessary for the proper completion of the project job; and

WHEREAS, the City of Clifton desires to comply with said regulations, and to the end herewith files with the Governing Body a report of the Engineering Department stating the facts involved and indicating that the proposed contract Change Order is necessary and should be approved and allowed; and

WHEREAS, the Chief Financial Officer has certified the availability of sufficient funds for the amendatory change for which authorization is requested in the amount of \$2,822.98 a 1.22% INCREASE;

WHEREAS, the total contract amount is now \$234,490.78.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Clifton, that the said amendatory Change Order be and the same is hereby ratified and payment therefore is hereby approved.

R261-25 Resolution Authorizing Final Payment Shafto Street, Getty Avenue and VanWinkle Avenue Sanitary Sewer Replacement John Garcia Construction

**RESOLUTION AUTHORIZING FINAL PAYMENT
SHAFTO STREET, GETTY AVENUE AND VANWINKLE AVENUE SANITARY
SEWER REPLACEMENT JOHN GARCIA CONSTRUCTION**

WHEREAS, JOHN GARCIA CONSTRUCTION of Clifton, New Jersey, did complete SHAFTO STREET, GETTY AVENUE AND VANWINKLE AVENUE SANITARY SEWER REPLACEMENT project in and for the City of Clifton for the total amount

Of \$234,490.78

And previous payments on account of said total have been paid in the amount of. \$229,800.97

Leaving this FINAL PAYMENT

of \$ 4,689.82

WHEREAS, said work was authorized by contract duly awarded at a regular meeting of the Governing Body of the City of Clifton; and

WHEREAS, the Contractor has posted a Maintenance Bond, for a period of two years, in the amount of **\$23,449.08**; and

WHEREAS, the City Engineer has inspected the work done and has determined that said work has been properly done and completed, to the best of his knowledge, in accordance with the terms and provisions of the contract as amended, if amended, and hereby recommends that the said work be accepted;

NOW, THEREFORE, BE IT RESOLVED, that the City of Clifton does hereby formally accept the work as shown as completed in this resolution and contract.

NOW BE IT FURTHER RESOLVED that the Chief Financial Officer be, and he is authorized and directed to include the said claim totaling **\$4,689.82** on the claim list.

R263-25 Resolution Authorizing to Approve Three Year Hardware and Software Support for Avaya VOIP Telephone System off the NJ State Contract Purchasing Program Pursuant to N.J.S.A. 40A:11-12a

**RESOLUTION AUTHORIZING TO APPROVE THREE YEAR HARDWARE AND
SOFTWARE SUPPORT FOR AVAYA VOIP TELEPHONE SYSTEM
OFF THE NJ STATE CONTRACT PURCHASING
PROGRAM PURSUANT TO N.J.S.A. 40A:11-12a**

WHEREAS, the City of Clifton Management Information Systems Coordinator utilizes Avaya Telephone System equipment, specific to telephone services, in order to provide the City with

May 20, 2025

state-of-the-art Voice Over Internet Protocol (VoIP) capabilities for improved communications, and operations; and

WHEREAS, the City desires to enter into a three-year agreement for hardware and software support for the Avaya system to ensure continued service reliability and security; and

WHEREAS, the proposals were received from two New Jersey State Contract (A80802) vendors Professional Services Group (PSG) and Converge One (C1) with PSG being cost effective proposal as it imposes no additional costs for certificate updates and has received special software discount from Avaya; and

WHEREAS, PSG submitted competitive maintenance renewal quotes as follows:

- Three-Year (36 months) Hardware Support Contract totaling \$91,476.00, billed annually at **\$30,492.00** per year
- Three-Year (36 months) Software Subscription Renewal totaling \$129,665.38, billed annually at **\$43,221.79** per year

WHEREAS, NJ State Contract 80802 has been awarded to PSG located at 63 Union Blvd, Totowa NJ 07512., which expires on January 31, 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 purchases and delegate the power to make the same to the following named official: **Amisha J. 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 PSG located at 63 Union Blvd, Totowa NJ 07512., in an amount not to exceed **\$221,141.38** for three years (36 months) with the term starting on July 1, 2025 through June 30, 2028, off the New Jersey State Contract No. 80802, including all equipment, peripheral materials, and installation, and maintenance pursuant to the above New Jersey State contract.

R264-25 Resolution Authorizing Approval of the TRG State Accreditation Processes and Services for the Clifton Police Department from Lexipol, LLC for the Term April 9, 2025, to April 8, 2026

**RESOLUTION AUTHORIZING APPROVAL OF THE TRG STATE
ACCREDITATION PROCESSES AND SERVICES FOR THE CLIFTON POLICE
DEPARTMENT FROM LEXIPOL LLC FOR THE TERM APRIL 9, 2025, TO APRIL 8,
2026**

WHEREAS, the Clifton Police Department seeks to maintain and enhance professional standards and best practices in law enforcement operations; and

WHEREAS, participation in the TRG State Accreditation Program supports the department's commitment to accountability, transparency, and continuous improvement; and

WHEREAS, Lexipol LLC, located at 2611 Internet Boulevard, Suite 120, Frisco, TX 75034, provides specialized accreditation services and support through its TRG State Accreditation Process designed for law enforcement agencies for the total cost not to exceed \$11,465.95 for term beginning April 9, 2025, and ending April 8, 2026; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Municipal Council do hereby approve and authorize the aforementioned Approval of the TRG State Accreditation Processes and Services from Lexipol LLC, located at 2611 Internet Boulevard, Suite 120, Frisco, TX 75034., in an amount not to exceed \$11,465.95 with the term starting on April 9, 2025 through April 8, 2026

R266-25 Resolution Authorizing Execution of Subordination Agreement Between City of Clifton and Wells Fargo Bank, N.A. (Its Successors and/or Assigns), as Their Interest may Appear (Pedro Medina and Margarita Rodriguez)

**RESOLUTION AUTHORIZING EXECUTION OF SUBORDINATION AGREEMENT
BETWEEN CITY OF CLIFTON AND WELLS FARGO BANK, N.A. (ITS
SUCCESSORS AND/OR ASSIGNS), AS THEIR INTEREST MAY APPEAR (PEDRO
MEDINA AND MARGARITA RODRIGUEZ)**

WHEREAS, in conjunction with a Clifton Housing Improvement Program (CHIP) grant to Pedro Medina and Margarita Rodriguez, a mortgage loan dated November 10, 2021, recorded May 4, 2022, in the amount of \$10,000.00 was given by the City of Clifton for property situated at Block 53.05, Lot 22, 62 Field Road, Clifton, New Jersey; and

WHEREAS, the said Pedro Medina and Margarita Rodriguez has requested that the City of Clifton subordinate this mortgage to a mortgage given by Wells Fargo Bank, N.A. (its successors and/or assigns), as their interest may appear, to Pedro Medina and Margarita Rodriguez; and

WHEREAS, such a subordination is within the regulations established for the Clifton Home Improvement Program (CHIP); and

WHEREAS, the Director of Community Development has no objection to the request of Pedro Medina and Margarita Rodriguez, to subordinate Clifton's \$10,000.00 mortgage;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Municipal Council of the City of Clifton, that the Mayor and City Clerk be and are hereby authorized to execute a Subordination Agreement as set forth above, in a form satisfactory to the Law Department.

R267-25 Resolution Authorizing Supplemental Funds for Professional Services to McManimon, Scotland & Baumann, LLC in Connection with Land Use Litigation Services

**RESOLUTION AUTHORIZING FINAL PAYMENT
SHAFTO STREET, GETTY AVENUE AND VANWINKLE AVENUE SANITARY
SEWER REPLACEMENT JOHN GARCIA CONSTRUCTION**

WHEREAS, JOHN GARCIA CONSTRUCTION of Clifton, New Jersey, did complete **SHAFTO STREET, GETTY AVENUE AND VANWINKLE AVENUE SANITARY SEWER REPLACEMENT** project in and for the City of Clifton for the total amount

of

.....
\$234,490.78

And previous payments on account of said total have been paid in the amount of. \$229,800.97

Leaving this FINAL PAYMENT

of \$ 4,689.82

WHEREAS, said work was authorized by contract duly awarded at a regular meeting of the Governing Body of the City of Clifton; and

WHEREAS, the Contractor has posted a Maintenance Bond, for a period of two years, in the amount of **\$23,449.08**; and

May 20, 2025

WHEREAS, the City Engineer has inspected the work done and has determined that said work has been properly done and completed, to the best of his knowledge, in accordance with the terms and provisions of the contract as amended, if amended, and hereby recommends that the said work be accepted;

NOW, THEREFORE, BE IT RESOLVED, that the City of Clifton does hereby formally accept the work as shown as completed in this resolution and contract.

NOW BE IT FURTHER RESOLVED that the Chief Financial Officer be, and he is authorized and directed to include the said claim totaling **\$4,689.82** on the claim list.

R268-25 Resolution Appointing a Deputy Municipal Clerk & Deputy Registrar of Vital Statistics

**RESOLUTION APPOINTING A DEPUTY MUNICIPAL CLERK
AND DEPUTY REGISTRAR**

WHEREAS, the current Deputy Municipal Clerk/Deputy Registrar of the City of Clifton is retiring; and

WHEREAS, the City of Clifton wishes to appoint a new Deputy Municipal Clerk/Deputy Registrar;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Municipal Council of the City of Clifton, that Megan Krusznis is hereby appointed Deputy Municipal Clerk/Deputy Registrar for the City of Clifton, effective June 2, 2025, at an annual salary of \$85,000.

R269-25 Resolution Approving Changes In Income Requirements For The Clifton Community Development Block Grant Program Beginning June 1, 2025

R270-25 Resolution Awarding Additional Funds to LAN Associates for Engineering Design Services in Connection with the Nash Park Improvements Project

**RESOLUTION APPROVING CHANGES IN INCOME REQUIREMENTS FOR THE
CLIFTON COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
BEGINNING JUNE 1, 2025**

WHEREAS, the City of Clifton has been designated an Entitlement City under the current Community Development and Housing Act; and

WHEREAS, the City of Clifton was awarded a contract by the United States Department of Housing and Urban Development Block Grant Funds; and

WHEREAS, the Department of Housing and Urban Development has provided the 2025 "uncapped" income limits effective June 1, 2025;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Municipal Council of the City of Clifton, that the Clifton Community Development Office approves the changes in income requirements based upon the Uncapped Income Limits as provided by the Department of Housing and Urban Development for gross income and size of family according to the following chart:

<u>Size of Family</u>	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>
Maximum Income	\$76,800	\$87,800	\$98,750	\$109,700
<u>Size of Family</u>	<u>Five</u>	<u>Six</u>	<u>Seven</u>	<u>Eight</u>
Maximum Income	\$118,500	\$127,300	\$136,050	\$144,850

BE IT FURTHER RESOLVED, that the same income requirements be used within Designated Neighborhood Strategy Areas and outside Designated Neighborhood Strategy Areas; and

BE IT FURTHER RESOLVED, that a public announcement of these changes be made so that the residents of the City of Clifton are informed of the revised income limits for CDBG eligible activities and programs.

**RESOLUTION AWARDING ADDITIONAL FUNDS TO LAN ASSOCIATES FOR
ENGINEERING DESIGN SERVICES IN CONNECTION WITH THE NASH PARK
IMPROVEMENTS PROJECT**

WHEREAS, on August 7, 2024, a professional engineering contract for Engineering Design Services in connection with the Nash Park Improvements Project was awarded to LAN Associates through the completion of the project; and

WHEREAS, the authorized amount under the contract for said services was not to exceed \$111,500.00 for the term without the adoption of a supplemental resolution; and

WHEREAS, LAN Associates has provided the Recreation Department with a proposal to expand the scope of the project to include all necessary tasks not seen during the request for proposal process; and

WHEREAS, additional funding in the amount of an additional \$32,395.00, for a total not to exceed \$143,895.00 will be required through the completion of the project;

NOW, THEREFORE, BE IT RESOLVED, that additional funding in the amount of an additional not to exceed \$32,395.00 for a total not to exceed \$143,895.00 for professional engineering design services through the completion of the project, by LAN Associates, is authorized and approved.

R256-25 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	Rice Notice - Part-time Health Benefits
CON-2	Confidential Investigation - D.I. against M.S.
CON-3	Rader v. City of Clifton – Litigation
CON-4	S & S Shell, Inc. d/b/a Anthony's Towing v. Mayor & Council of City of Clifton
CON-5	Complaint from DJ
CON-6	FMBA Negotiations
CON-7	Order to Show Cause – FP against MS
CON-8	Jolanta Lejtowska v. City of Clifton, <i>et al.</i>
CON-9	Samuel Arnowitz v. City of Clifton, <i>et.al</i>

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 May 20, 2025, 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

May 20, 2025

L-1 Santos Flowers

RESOLUTION FOR FINAL APPROVAL

BE IT RESOLVED, THAT THE APPLICATION OF SANTOS FLOWERS LLC
T/A SANTOS FLOWERS

for permission to conduct a: GROCERY

for a period ending January 31, 2026, on the premises known as:

453 LEXINGTON 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.

L-2 Habit Burger & Grill

RESOLUTION FOR PRELIMINARY APPROVAL

FOR THE HABIT RESTAURANTS LLC

T/A HABIT BURGER & GRILL

ADDRESS 388 RTE 3 W UNIT B-4 CLIFTON, NJ 07014

TYPE OF FOOD ESTABLISHMENT INTENDED RESTAURANT

FORMERLY OR NEW NEW

ZONE PCD

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 Clif Tavern

RESOLUTION FOR FINAL APPROVAL

BE IT RESOLVED, THAT THE APPLICATION OF BARONE HOLDINGS INC

T/A CLIF TAVERN

for permission to conduct a: RESTAURANT

for a period ending January 31, 2026, on the premises known as:

605 CLIFTON 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.

L-4 Amsterdam 2 Convenience & Smoke Shop

RESOLUTION FOR PRELIMINARY APPROVAL

FOR AMSTERDAM 2 CONVENIENCE & SMOKE SHOP LLC

T/A AMSTERDAM 2 CONVENIENCE & SMOKE SHOP

ADDRESS 1170 BROAD ST CLIFTON, NJ 07013

TYPE OF FOOD ESTABLISHMENT INTENDED GROCERY-CONTINUED USE

FORMERLY OR NEW AMSTERDAM 2 CONVENIENCE & SMOKE SHOP

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.

L-5 Qahwah House

RESOLUTION FOR FINAL APPROVAL

BE IT RESOLVED, THAT THE APPLICATION OF MOCHA YEMEN CLIFTON CORP.

T/A QAHWAH HOUSE

for permission to conduct a: RESTAURANT-CONTINUED USE

for a period ending January 31, 2026, on the premises known as:
441 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.

L-6 Six 10 Convenience Store

RESOLUTION FOR FINAL APPROVAL

BE IT RESOLVED, THAT THE APPLICATION OF SIX 10 CLIFTON LLC
T/A SIX 10 CONVENIENCE STORE

for permission to conduct a: GROCERY/MILK-CONTINUED USE

for a period ending January 31, 2026, on the premises known as:

718 VAN HOUTEN AVE CLIFTON, NJ 07013

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.

L-7 Queen City Coffee Roasters

RESOLUTION FOR PRELIMINARY APPROVAL

FOR QCCR CLIFTON LLC

T/A QUEEN CITY COFFEE ROASTERS

ADDRESS 1132 RTE 46 W CLIFTON, NJ 07013

TYPE OF FOOD ESTABLISHMENT INTENDED RESTAURANT

FORMERLY OR NEW NEW

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.

ADJOURNMENT

Upon a Motion made by Councilwoman Sadrakula seconded by Councilman D'Amato, the meeting was adjourned at 12:00 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,

Kathleen Tolosi, City Clerk

Raymond Grabowski, Mayor

ITEM NUMBER:

ITEM NAME: Approval of Executive Session Minutes of May 20, 2025
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 1

ITEM NAME: Christopher Freid, Public Safety, resigned from his position of Police Officer, effective May 23, 2025.

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 2

ITEM NAME: Megan Kruszins, Manager, hired as Deputy Municipal Clerk, at \$85,000.00 annually, effective June 1, 2025.

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 3

ITEM NAME: Minutes of North Jersey District Water Supply Commission on April 23, 2025

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 4

ITEM NAME: Minutes of Clifton Arts Center on April 28, 2025
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 5

ITEM NAME: Minutes of Advisory Committee on Civil Rights on April 28, 2025
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 6

ITEM NAME: Minutes of Advisory Board of Recreation on April 28, 2025
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: C- 7

ITEM NAME: Minutes of Clifton Advisory Beautification Committee on May 5, 2025
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: O- 7997-25

ITEM NAME: An Ordinance to Amend, Revise and Supplement Chapter 439 of the Code of the City of Clifton, Entitled "Traffic and Vehicles," more Particularly Section 439-13 Thereof, Entitled "Parking Prohibited at all Times on Certain Streets" (Prohibits Parking on Both Sides of Urma Avenue at Between Springdale Avenue and Landis Place)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
 Ordinance	5/28/2025	Cover Memo

AN ORDINANCE TO AMEND, REVISE AND SUPPLEMENT CHAPTER 439 OF THE CODE OF THE CITY OF CLIFTON, ENTITLED "TRAFFIC AND VEHICLES," MORE PARTICULARLY SECTION 439-13 THEREOF, ENTITLED "PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS" (PROHIBITS PARKING ON BOTH SIDES OF URMA AVENUE AT BETWEEN SPRINGDALE AVENUE AND LANDIS PLACE)

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

1. Chapter 439 of the Code of the City of Clifton, entitled "Vehicles and Traffic", more particularly Section 439-13 thereof, entitled "Parking prohibited at all times on certain streets," is amended, revised and supplemented to ADD the following location(s):

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
Urma Avenue	Both	All	Between Springdale Avenue and Twenty Five Feet South of Landis Place

2. The Chief of Police is hereby directed to have proper signs calling attention to the provisions of this ordinance erected or placed upon said streets.

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

Kathleen Tolosi, City Clerk

ITEM NUMBER: O- 7998-25

ITEM NAME: An Ordinance to Amend, Revise and Suuplement Chapter 439 of the Code of the City of Clifton, Entitled "Traffic and Vehicles," More Particularly Section 439-13 Thereof, Entitled "Parking Prohibited at all Time on Certain Streets" (Prohibits Parking on the North Side of Bridewell Place Starting 560 Feet East of Main Avenue Extending 93 Feet East Thereof)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	Ordinance	5/28/2025	Cover Memo

AN ORDINANCE TO AMEND, REVISE AND SUPPLEMENT CHAPTER 439 OF THE CODE OF THE CITY OF CLIFTON, ENTITLED "TRAFFIC AND VEHICLES," MORE PARTICULARLY SECTION 439-13 THEREOF, ENTITLED "PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS" (PROHIBITS PARKING ON THE NORTH SIDE OF BRIDEWELL PLACE STARTING 560 FEET EAST OF MAIN AVENUE EXTENDING 93 FEET EAST THEREFROM)

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

1. Chapter 439 of the Code of the City of Clifton, entitled "Vehicles and Traffic", more particularly Section 439-13 thereof, entitled "Parking prohibited at all times on certain streets," is amended, revised and supplemented to ADD the following location(s):

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
Bridewell Place	North	All	560 ft east of Main Avenue extending 93 ft East therefrom

2. The Chief of Police is hereby directed to have proper signs calling attention to the provisions of this ordinance erected or placed upon said streets.

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

Kathleen Tolosi, City Clerk

ITEM NUMBER: O- 7999-25

ITEM NAME: Amending Bond Ordinance #7471-18 of the City of Clifton, in the County of Passaic, New Jersey, Finally Adopted September 4, 2018

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
☐	letter	5/28/2025	Cover Memo
☐	Ordinance	5/29/2025	Cover Memo



May 21, 2025

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

Re: Amending Bond Ordinance

Dear Mr. Kunz:

In accordance with your request, I have prepared and enclose herewith a form of bond ordinance amending bond ordinance #7471-18 finally adopted September 4, 2018. The ordinance should be adopted in accordance with the usual procedure set forth below for your convenience.

In order to comply with the capital budget regulations, the bond ordinance contains a provision amending the capital budget to the extent of any inconsistency with the bond ordinance and it should be sent to Trenton and filed along with the resolution of the governing body in the form required by the Local Finance Board showing the details of the amended capital budget. It will not be necessary to publish the resolution.

The ordinance may be introduced and read by title only and adopted by a majority of the members of the governing body present, assuming a quorum. After introduction, the Notice of Pending Bond Ordinance and Summary must be published in the local newspaper, a form of which I have enclosed for your use. Also, the ordinance should be posted on the bulletin board customarily used for notices, together with the Notice of Pending Bond Ordinance and Summary, and copies of the ordinance should be made available to anyone who requests them of the Clerk after introduction.

The bond ordinance can be considered for final adoption not less than ten days after introduction and not less than seven days after the publication of the Notice of Pending Bond Ordinance and Summary. If the ordinance has been posted and copies made available as indicated above, the ordinance can be read at the second hearing by title only. If the ordinance posting procedure has not been followed, the ordinance must be read in full at the second hearing. After the ordinance is read for the second time, the governing body should hold a public hearing and should give all

members of the public a chance to be heard on the ordinance. After the public hearing, the ordinance can be finally adopted by the affirmative vote of not less than two-thirds of the full membership of the governing body. After final adoption, the Bond Ordinance Statement and Summary must be published, a copy of which I have enclosed for your use. Note that if the approval of an officer is required to make the ordinance effective, the ordinance must be approved by that officer, or passed over veto, before it is published after final adoption.

After the ordinance is finally adopted, it will be necessary for us to establish a record of proceedings documenting the proper adoption of the bond ordinance. In order to do this, we will need one completely executed set of the documents enumerated on the attached checklist. By copy of this letter, I am sending the Clerk a copy of the checklist along with a copy of the ordinance. With the exception of the Affidavits of Publication, I am also sending the Clerk the necessary certificates to be completed, executed and returned to us along with the necessary attachments to provide us with this documentation. It should be noted that the Clerk's Certificate must be executed no sooner than 21 days following the final publication in order to attest that there has been no protest within the statutory twenty-day protest period.

If you or the Clerk have any questions about the form of the ordinance, the adoption procedure or the form of the certificates, please call me.

Thank you for this opportunity to have been of assistance.

Very truly yours,

Matthew D. Jessup

Matthew D. Jessup

MDJ/ta

Enclosures

cc: Kathleen Tolosi, Clerk, w/encl.
Debbie J. Oliver, Recreation Supervisor, w/encl.
Matthew T. Priore, Esq., w/encl.
Dieter P. Lerch, R.M.A., w/encl.

**AMENDING BOND ORDINANCE #7471-18 OF THE CITY OF CLIFTON, IN
THE COUNTY OF PASSAIC, NEW JERSEY, FINALLY ADOPTED
SEPTEMBER 4, 2018**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLIFTON, IN THE COUNTY OF PASSAIC, NEW JERSEY (with not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section One. The appropriation, authorization and down payment amounts set forth in Section 3(a)(vii) of bond ordinance #7471-18 of the City of Clifton, in the County of Passaic, New Jersey (the "City"), finally adopted September 4, 2018 (the "Prior Bond Ordinance"), are hereby amended to read as follows:

<u>Purpose</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
vii. Construction of a field house at Anzaldi Park.	\$278,605	\$264,675	\$13,930	30 years

Section Two. Section 3(a) of the Prior Bond Ordinance is hereby amended to include a new Section 3(a)(ix) to read as follows:

<u>Purpose</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
ix. Improvements at Anzaldi Park including, but not limited to, field lighting and other park improvements, including all work and materials necessary therefor and incidental thereto.	\$721,395	\$685,325	\$36,070	15 years

Section Three. Section 7(b) of the Prior Bond Ordinance is hereby amended in its entirety to read as follows:

"(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 11.56 years."

Section Four. 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 purposes authorized herein are inconsistent with

the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section Five. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED:

KATHLEEN TOLOSI,
Clerk of the City of Clifton

ADOPTED ON SECOND READING
DATED:

KATHLEEN TOLOSI,
Clerk of the City of Clifton

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2025

RAYMOND GRABOWSKI, Mayor

ITEM NUMBER: O- 8000-25

ITEM NAME: 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 8 Restricted Handicapped Spaces)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
☐ Ordinance	5/29/2025	Cover Memo

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 8 RESTRICTED HANDICAPPED SPACES)

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

1. Whenever any words and phrases are used herein, the meanings respectively ascribed to them in Subtitle 1 of Title 39 of the Revised Statutes of New Jersey shall be deemed to apply to such words and phrases.

Section 439-38. Handicapped parking on streets for private residences:

In accordance with the provisions of N.J.S.A. 39:4-197.6, the following on-street locations in front of private residences occupied by a handicapped person if a windshield placard or wheelchair symbol license plates have been issued for a vehicle owned by the handicapped person, or by another occupant of the residence who is a member of the immediate family of the handicapped person, by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-204 et seq., provided such parking is not otherwise prohibited and the permitting thereof would not interfere with the normal flow of traffic, are designated as handicapped parking spaces for the exclusive use by the person issued the New Jersey license plate shown below. No other person shall be permitted to park in these spaces.

A. Application shall be made to the Police Department for such restricted handicapped parking space, and the applicant shall pay a one-time administrative fee of \$150.00 to cover the costs of processing such application and individualized sign, made payable to the City of Clifton.

Name of Street	Location	Initial Permit Number
63 Christie Avenue	South side, beginning at the eastern property edge extending 22 feet west therefrom	P3001061
69 Christie Avenue	South side, beginning at the western driveway edge, extending 22 feet west therefrom	P2909486
102 Clifton Avenue	North side, beginning at the western driveway edge, extending 22 feet east therefrom	P2898596
22 Harrison Place	South side, beginning at the eastern property line, extending 22 feet west therefrom	P2909639
145 Lake Avenue	South side, beginning at the eastern property line, extending 22 feet west therefrom	P3000706
23 Madeline Avenue	South side, beginning at the eastern property line, extending 22 feet west therefrom	P2909634
166 Mahar Avenue	North side, beginning at the western driveway edge, extending 22 feet east therefrom	P3001176
15C Richland Court	North side, beginning at the western walkway edge, extending 22 feet west therefrom	P2693895

2. The Chief of Police is hereby directed to have the proper signs calling attention to the provisions of this ordinance erected or placed upon said streets at said locations.

3. This ordinance shall take effect after final passage and publication as provided by law. opted:

Adopted: _____

Raymond Grabowski, Mayor

ATTEST:

Kathleen Tolosi, City Clerk

ITEM NUMBER: O- 8001-25

ITEM NAME: 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)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
 Ordinance	5/29/2025	Cover Memo

O8001-25

**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)**

BE IT ORDAINED, by the Municipal Council of the City of Clifton, that the following handicapped parking placard numbers have been changed as follows:

Name of Street	Location	Initial Permit Number	New Number
55 Center Street	<i>No Change</i>	P2479149	4891HF
240 Demott Avenue	<i>No Change</i>	2063608	P3027669
21 Hadley Avenue	<i>No Change</i>	2093407	P3035630
86 Harding Avenue	<i>No Change</i>	P1621464	P3024424
72 Knapp Avenue	<i>No Change</i>	P1969532	P2999643
110 Knapp Avenue	<i>No Change</i>	P#2515540	P2976983
12 Sears Place	<i>No Change</i>	2031933	P4981HH
120 West 3 rd Street	<i>No Change</i>	P#2462418	P3008710

1. The Chief of Police is hereby directed to have the proper signs calling attention to the provisions of this ordinance erected or placed upon said streets at said locations.
2. This ordinance shall take effect after final passage and publication as provided by law.

Adopted: _____

Raymond Grabowski, Mayor

Kathleen Tolosi, City Clerk

ITEM NUMBER: O- 8002-25

ITEM NAME: 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 1 Handicapped Space)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
☐ Ordinance	5/29/2025	Cover Memo

O8002-25

**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 1 HANDICAPPED
SPACE)**

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

1. 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" is amended, revised and supplemented to DELETE the following locations:

26 Sixth Avenue East	Beginning at the northerly driveway line of 26 Sixth Avenue and extending 22 feet northerly therefrom

2. The Chief of Police is hereby directed to remove all signs and markings designating such locations as restricted parking spaces for use by persons who have been issued special permits by the Division of Motor Vehicles.

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

Adopted: _____

Raymond Grabowski, Mayor

ATTEST:

Kathleen Tolosi, City Clerk

ITEM NUMBER: O- 8003-25

ITEM NAME:

An Ordinance to Amend, Revise, and Supplement Chapter 349 of the Code of the City of Clifton, Entitled "Permit Parking on Residential Streets and Municipal Lots," Article I, Entitled "Residential Street," More Particularly Section 349-2 Thereof, Entitled "Restricted Streets (Viola Avenue)

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
 ordinance	5/30/2025	Cover Memo

O8003-25

AN ORDINANCE TO AMEND, REVISE AND SUPPLEMENT CHAPTER 349 OF THE
CODE OF THE CITY OF CLIFTON, ENTITLED "PERMIT PARKING ON
RESIDENTIAL STREETS AND MUNICIPAL LOTS," ARTICLE I, ENTITLED
"RESIDENTIAL STREETS," MORE PARTICULARLY SECTION 349-2 THEREOF,
ENTITLED "RESTRICTED STREETS" (VIOLA AVENUE)

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

1. 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 Section 349-2 thereof, entitled "Restricted Streets," is hereby amended by **ADDING** thereto the following location:

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
Viola Avenue	Both	24 Hours Monday - Saturday	From Paulison Avenue to Hawthorne Avenue

2. The Chief of Police is hereby directed to have proper signs calling attention to the provisions of this ordinance erected or placed upon said street.

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 required by law.

Adopted: _____

Raymond Grabowski, Mayor

ATTEST:

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 272-25

ITEM NAME: Resolution: Approve Claims List Resolution for the June 3, 2025, City Council Meeting
RECOMMENDATION: Approve

SUMMARY:

To: Gary DeMarzo, 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 June 3, 2025.

If you have any questions with the above, feel free to contact me.

Joseph D. Kunz
Chief Financial Officer

ATTACHMENTS:

Description	Upload Date	Type
 Bills List	5/30/2025	Cover Memo

**RESOLUTION
TO APPROVE
Claims to be paid the meeting of June 3rd, 2025
Meeting of June 3rd, 2025**

Resolved that all claims on the attached sheets are approved as reasonable and proper claims against the City of Clifton.

Current Fund	\$	790,709.90
Grant Fund	\$	25,873.79
General Capital Fund	\$	10,294,105.29
Sewer Utility -Operating	\$	17,913.22
Sewer Utility-Capital	\$	1,812.12
Developers Escrow	\$	4,919.50
Dog Trust	\$	3,486.22
Police Extra Duty	\$	477.00
Trust Other	\$	20,668.46
Section 8 Public Housing	\$	-
Affordable Housing	\$	-
Community Development	\$	52,631.69
Tax Title Lien Redemption	\$	-
Self Insurance	\$	1,625,301.50
Fire Dedicated Penalties	\$	-
Revolving Loan Fund	\$	-
Tax Title Lien Redemption	\$	-
Unemployment Trust Fund	\$	-
Library	\$	23,993.83
General Liability Trust	\$	33,508.67
Workers Compensation Trust	\$	3,312.00
Trust Escrow	\$	-
Reserve for Housing	\$	-
Federal DOJ Forfeiture	\$	-
TOTAL CLAIMS	\$	12,898,713.19

ADOPTED _____

ATTEST _____
Kathleen Tolosi, City Clerk

List of Bills - (All Funds)

Meeting Date: 06/03/2025 For bills from 05/21/2025 to 06/03/2025

Vendor	Description	Account	PO Payment	Check Total
CDBG				
1 - CLIFTON, CITY OF - CURRENT ACCOUNT	PO 60933 Reimbursement - CDBG Payrolls - April, 2			
17-201-20-117-400 Year 50 Planning & Programming Admin		1,183.50	11,697.80	
17-201-20-117-300 Year 50 Housing & Rehabilitation		10,514.30		11,697.80
1 - CLIFTON, CITY OF - CURRENT ACCOUNT	PO 60934 Reimbursement - CDBG Fringes - April, 20			
17-201-20-117-400 Year 50 Planning & Programming Admin		90.54	4,893.55	
17-201-20-117-300 Year 50 Housing & Rehabilitation		4,803.01		4,893.55
ACH 131 - DIAL INC.	PO 60866 R455-24- APRIL 2025 FOR YR. 50 - DIAL -			
17-201-20-117-200 Year 50 Public Services		2,500.00	2,500.00	2,500.00
ACH 183 - GRAINGER	PO 60698 R280-25-Clifton - CDBG-COVID Health Dep			
17-201-20-112-000 CDBG Year 45		3,951.26	3,951.26	3,951.26
527 - KOTULAK & COMPANY, PC	PO 60867 APRIL 2025 - CDBG ACCOUNTING SVS. FOR JA			
17-201-20-117-400 Year 50 Planning & Programming Admin		2,006.08	2,006.08	2,006.08
5902 - NORTHEAST & BUCKS CO.	PO 61025 R452-24-Professional Services for YR. 50			
17-201-20-117-400 Year 50 Planning & Programming Admin		7,050.00	7,050.00	7,050.00
3920 - PROPAC, INC.	PO 60889 R089-25- COVID preparedness			
17-201-20-112-000 CDBG Year 45		13,800.00	13,800.00	13,800.00
7410 - RUSSHIN R. ANA LEYDA RODRIGUEZ	PO 60076 CHIP - 88 7th Ave - first grant payment			
17-201-20-114-300 Year 47 Housing & Rehabilitation		3,266.00	3,266.00	
17-201-20-114-300 Year 47 Housing & Rehabilitation	PO 60077 CHIP - 88 7th Ave - second grant payment			
		3,267.00	3,267.00	
17-201-20-114-300 Year 47 Housing & Rehabilitation	PO 60079 CHIP - 88 7th Ave - fourth & final grant			
		200.00	200.00	
				6,733.00
CLAIMS FUND				
7152 - 360 ADVANTAGE LLC	PO 61026 R096-25- 360 Advantage Employer Fee Apri			
01-201-36-472-200 Statutory Expenditures - Social Security		8,778.00	8,778.00	8,778.00
103 - AIR POWER INTERNATIONAL, INC.	PO 60945 FIRE: Yearly Service Contract - Air Fill			
01-201-25-265-200 Fire Department - Expenses		536.25	536.25	536.25

ACH	4294 - AIRGAS USA, LLC 01-201-25-265-200	Fire Department - Expenses	PO 60944	FIRE: Medical Oxygen Cylinders	261.42	261.42	261.42
	800 - AMBASSADOR MEDICAL SERVICES, INC. 01-201-26-300-200	Public Works Administration - Expenses	PO 60683	DPW - ADMINISTRATION - RANDOM DRUG TESTS	480.00	480.00	480.00
	4446 - AMERICAN WEAR UNIFORMS 01-201-26-300-200	Public Works Administration - Expenses	PO 60953	R090-25 - RENTAL CLEANING & MANAGEMENT S	1,442.26	1,442.26	1,442.26
	6911 - AMS3 CORPORATION 01-201-25-240-200	Police Department - Expenses	PO 60705	POLICE DEPT. - ORDER DATE STAMPS FOR TH	221.35	221.35	221.35
ACH	6663 - AT NORTHERN NEW JERSEY LLC 01-201-26-315-200	Vehicle Maintenance - Expenses	PO 59885	R123-25-DPW-FLEET REPAIR PARTS - ESCNJ #	4,124.52	4,124.52	4,124.52
	110 - ATHENIA MASON SUPPLY, INC. 01-201-26-292-200	Roads Department - Expenses	PO 60802	DPW - ROADS - MAIN AREA BOTANY BRICKS SI	822.46	822.46	822.46
	01-201-26-292-200	Roads Department - Expenses	PO 60821	DPW - ROADS - SIDEWALK BRICKS ROADS	411.23	411.23	411.23
	07-201-26-291-200	Sewer / Storm Systems - Expenses	PO 60860	DPW - SEWER - SUPPLIES FOR CATCH BASINS	1,497.32	1,497.32	2,731.01
	1022 - BAKER & TAYLOR 26-201-29-390-200	Public Library Expenses	PO 60897	Req #048-25 & 052-25	2,701.01	2,701.01	2,701.01
ACH	2428 - BRODART COMPANY 26-201-29-390-200	Public Library Expenses	PO 60898	Req #047-25, 049-25 & 053-25	622.50	622.50	622.50
ACH	3234 - BURNS, VIVIAN 15-286-56-005-000	Recreation Trust Accounts	PO 60981	RECREATION: Instructor payment for Sewin	2,170.00	2,170.00	2,170.00
ACH	6009 - CABLEVISION LIGHTPATH, INC. 01-201-31-440-200	Telephone	PO 61034	5/1/25 - 5/30/25 - Light path Internet s	2,806.66	2,806.66	2,806.66
	401 - CABLEVISION SYSTEMS CORP 01-201-31-440-200	Telephone	PO 61080	5/23/25 - 6/22/25 - CPD Cameras Account:	228.96	228.96	228.96
	7085 - Canon Financial Services Inc 01-201-20-130-200	Financial Administration - Expense	PO 60958	R013 -24 - Copier lease	2,851.78	5,144.32	
	01-201-22-195-200	Construction Code - Expenses	PO 60970	R013-24 May Contract & Insurance #912923	1,990.65	2,577.45	
	01-201-20-130-200	Financial Administration - Expense			586.80	7,721.77	
	01-201-22-195-200	Construction Code - Expenses	PO 60561	DPW - ROADS - STEEL FOR UPCOMING PROJECT	2,167.08	2,167.08	2,167.08

ACH	1023 - CENGAGE LEARNING- GALE 26-201-29-390-200 Public Library Expenses	PO 60899 Req #051-25	158.19	158.19
ACH	3827 - CENTER POINT INC 26-201-29-390-200 Public Library Expenses	PO 60900 Req #056-25	148.62	148.62
ACH	7373 - CHRISTOPHER FAVOCCI INC. 01-201-26-315-200 Vehicle Maintenance - Expenses	PO 60390 DFW-FLEET REBUILD AND INSTALL TRANSMISSI	4,590.00	4,590.00
ACH	1222 - CLIFTON PUBLIC LIBRARY 26-201-29-390-200 Public Library Expenses 26-201-29-390-200 Public Library Expenses 26-201-29-390-200 Public Library Expenses 26-201-29-390-200 Public Library Expenses 26-201-29-390-200 Public Library Expenses	PO 60906 REIMBURSE GENERAL REVENUE	4,310.65 711.74 4,720.00 2,032.36 1,600.28	13,375.03
ACH	946 - CLIFTON TIRE & AUTOMOTIVE/ 01-201-26-315-200 Vehicle Maintenance - Expenses	PO 60674 DFW - FLEET WHEEL ALIGNMENT FOR D.P.W. 2	55.00	55.00
ACH	1 - CLIFTON, CITY OF - CURRENT ACCOUNT 26-201-29-390-200 Public Library Expenses	PO 60902 Req #25-113	317.48	317.48
ACH	1026 - CLIFTON, CITY OF - POLICE 26-201-29-390-200 Public Library Expenses	PO 60901 Req #25-115	6,210.00	6,210.00
ACH	1026 - CLIFTON, CITY OF - POLICE 04-215-55-978-400 Engineering Projects 7947-24	PO 60962 Traffic Related Duties - Plog Brook Culv	7,840.00	7,840.00
ACH	1026 - CLIFTON, CITY OF - POLICE 04-215-55-978-400 Engineering Projects 7947-24	PO 60964 Traffic Related Duties - Project 24-06	11,480.00	11,480.00
ACH	1026 - CLIFTON, CITY OF - POLICE 04-215-55-978-400 Engineering Projects 7947-24	PO 60969 Traffic Related Duties - Project 22-14A	560.00	560.00
ACH	1026 - CLIFTON, CITY OF - POLICE 04-215-55-978-400 Engineering Projects 7947-24	PO 61016 Traffic RRelated Duties - Project 24-06	1,800.00	1,800.00
ACH	648 - CoreLogic Real Estate Tax Serv 01-205-55-000-001 TAX OVERPAYMENTS	PO 60840 Amended R230-25 Tax Exemption refund - B	2,017.90	2,017.90
ACH	1251 - COUNTY OF MORRIS, BOARD OF CHOSEN F 01-201-25-265-200 Fire Department - Expenses	PO 60965 FIRE: FEMA Class - J. McGurk	200.00	200.00
ACH	7422 - CRJ CONTRACTING CORP. 14-292-56-000-002 Reserve for Police Extra Duty	PO 61018 PED Escrow Refund - CRJ Contracting Corp	477.00	477.00

ACH	6753 - CRYSTAL RODRIGUEZ	PO 60957	R295-24-CONSULTANT SERVICES FOR HEALTH D	1,821.31	1,821.31
	01-201-27-330-200 Health and Welfare - Expenses				
	245 - CUELLAR LLC	PO 61004	RECREATION: Supplies for Buddy Canteen	40.16	40.16
	01-201-27-370-200 Public Playgrounds and Rec - Expenses				
	7238 - DANA L. MCCARRICK	PO 60841	HEALTH: TOUCH A TRUCK 5/10/2025	600.00	600.00
	01-201-27-331-200 Human Services - Expenses				
ACH	5491 - DeBLOCK ENVIRONMENTAL SERVICES	PO 61058	Class C-4 Collection System Operator Ser	1,000.00	1,000.00
	07-201-26-291-200 Sewer / Storm Systems - Expenses				
ACH	131 - DIAL INC.	PO 60887	R615-24 - APRIL - Agreement between City	1,000.00	1,000.00
	01-201-27-336-200 Senior Citizens - Expenses				
	7110 - DUO SAFETY LADDER CORPORATION	PO 53335	FIRE: Roof Ladder	1,038.86	1,038.86
	04-215-55-965-300 Fire Department Projects 7606-20				
	3847 - ELECTRONIC SERVICE SOLUTIONS, INC	PO 60773	R235-25 MOBILE RADIO SUPPORT AND MAINTEN	8,712.00	8,712.00
	01-201-25-240-200 Police Department - Expenses				
	4149 - ENVELOPES & PRINTED PRODUCTS, INC.	PO 59764	FORM PRINTING AND STATIONARY	120.00	120.00
	01-201-21-180-200 Zoning and Planning - Expenses				
	5576 - ESSEX COUNTY RECOVERY BUREAU	PO 60675	DPW-FLEET TOW BUILDING DEPT. EXPLORER 22	117.00	117.00
	01-201-26-315-200 Vehicle Maintenance - Expenses				
ACH	576 - FELDMAN BROTHERS ELECTRICAL SUPPLY	PO 60562	DPW - FACILITIES - ELECTRIC FOR FLAG BAR	1,920.89	1,920.89
	01-201-26-290-200 Building Department (DPW) - Expenses				
6731 - FIG 20 LLC	PO 60775	Tax Lien Redemption	B# 8.17 L# 18	897.62	897.62
	PO 60775	Tax Lien Redemption	B# 8.17 L# 18	600.00	600.00
	PO 60778	Tax Lien Redemption	B# 1.28 L# 16	817.99	817.99
	PO 60778	Tax Lien Redemption	B# 1.28 L# 16	500.00	500.00
	PO 60779	Tax Lien Redemption	B# 4.21 L# 7	502.23	502.23
	PO 60779	Tax Lien Redemption	B# 4.21 L# 7	100.00	100.00
	PO 60849	Tax Lien Redemption	B# 4.02 L# 16	715.59	715.59
	PO 60849	Tax Lien Redemption	B# 4.02 L# 16	600.00	600.00
					4,733.43

6731 - FIG 20 LLC

PO 60851	Tax Lien Redemption	B# 8.15	L# 21	900.00
PO 60851	Tax Lien Redemption	B# 8.15	L# 21	2,277.61
PO 60852	Tax Lien Redemption	B# 12.02	L#	435.36
PO 60852	Tax Lien Redemption	B# 12.02	L#	200.00
PO 60853	Tax Lien Redemption	B# 13.08	L# 37 c	600.00
PO 60853	Tax Lien Redemption	B# 13.08	L# 37 c	945.40
PO 60854	Tax Lien Redemption	B# 32.06	L# 16	1,065.74
PO 60854	Tax Lien Redemption	B# 32.06	L# 16	600.00
				7,024.11

6731 - FIG 20 LLC

PO 60857	Tax Lien Redemption	B# 8.15	L# 2	600.00
PO 60857	Tax Lien Redemption	B# 8.15	L# 2	691.64
PO 60978	Tax Lien Redemption	B# 14.11	L# 13	549.62
PO 60978	Tax Lien Redemption	B# 14.11	L# 13	600.00
PO 60979	Tax Lien Redemption	B# 2.12	L# 9	600.00
PO 60979	Tax Lien Redemption	B# 2.12	L# 9	1,424.82
				4,466.08

ACH 1287 - FILE BANK INC
01-201-22-195-200 Construction Code - Expenses

210.12 210.12

7305 - Final Gift Pet Memorial -New Jersey

479.23 479.23

ACH 7379 - FIRST SECURITY MUNICIPAL ADVISORS INC.
01-201-20-130-200 Financial Administration - Expense

12,500.00 12,500.00

ACH 7379 - FIRST SECURITY MUNICIPAL ADVISORS INC.
04-215-55-959-900 Administrative Cost 7471-18

3,500.00 3,500.00

ACH 7364 - GALLAGHER BENEFIT SERVICES INC.
01-201-20-105-200 Personnel - Expenses

8,570.00 8,570.00

7049 - GANNETT MEDIA CORP.
01-201-21-180-200 Zoning and Planning - Expenses

112.26 112.26

ACH 952 - GATES FLAG AND BANNER CO., INC.
01-201-28-300-200 Shade Tree - Expenses

3,215.80 3,215.80

ACH	3421 - GERRY D'S CATERING LLC	PO 60890	RECREATION: Food for A Knight for a Prin	2,250.00	2,250.00
	01-201-27-370-200 Public Playgrounds and Rec - Expenses				2,250.00
ACH	183 - GRAINGER	PO 60679	R280-24-FIRE: Janitorial Supplies	45.77	45.77
	01-201-25-265-200 Fire Department - Expenses				
ACH	183 - GRAINGER	PO 60761	R259-23DFW - CLEAN COMM-SAFETY SUPPLIES	330.36	330.36
	02-213-40-706-000 Public Works Grant Expenditures				
ACH	183 - GRAINGER	PO 60884	FIRE: R208-25 Janitorial Supplies - NJ S	3,562.90	3,562.90
	01-201-25-265-200 Fire Department - Expenses				
ACH	6948 - GREENMAN-FEDERSEN, INC.	PO 60955	R278-24: NJDOT SRVS 2022 Christopher Co	13,182.09	13,182.09
	04-215-55-959-900 Administrative Cost 7471-18				
ACH	5814 - HALO BRANDED SOLUTIONS	PO 60817	HEALTH: LEAD GRANT SUPPLIES PURCHASE	818.03	818.03
	02-213-40-702-000 Health Department Grant Expenditures				
ACH	6937 - HEALTHIER NEW JERSEY INSURANCE COMP	PO 61053	R065-25 - Braven Health - June 2025 Reti	8,562.56	8,562.56
	21-201-20-100-000 Employee Group Health				
ACH	115 - HORIZON BLAZE CROSS & BLUE SHIELD OF	PO 61078	R596-23 June 2025 Dental Insurance Premi	30,786.36	30,786.36
	21-201-20-100-000 Employee Group Health				
ACH	519 - ICC GENERAL CODE LLC	PO 60918	Clerk's Office - Coda Book	1,793.00	1,793.00
	01-201-20-120-200 City Clerk - Expenses				
ACH	6447 - INKWELL GLOBAL MARKETING CORPORATION	PO 61003	RECREATION: Ribbons for Art Association	439.15	439.15
	01-201-27-370-200 Public Playgrounds and Rec - Expenses				
ACH	190 - INSPIRING KIDS INC	PO 61000	RECREATION: Instructor payment for Sweet	600.00	600.00
	15-286-56-005-000 Recreation Trust Accounts				
ACH	476 - INSTITUTE FOR FORENSIC PSYCHOLOGY	PO 60929	R147-25-PSYCHOLOGICAL RE-EVALUATION SERV	1,300.00	1,300.00
	01-201-25-240-200 Police Department - Expenses				
ACH	465 - JEN ELECTRIC, INC.	PO 60910	R257-23 - POLICE- 2024/2025 TRAFFIC SIGN	354.00	354.00
	01-203-25-240-200 (2024) Police Department - Expenses				
ACH	3612 - JOHN GARCIA CONSTRUCTION CO.	PO 60888	R063-24: On Call Emergency Sewer Repair	3,785.30	3,785.30
	07-201-26-291-600 Emergency Repairs				
ACH	594 - KEV SECURITY, INC.	PO 60883	FIRE: KEV Security Service Call	232.35	232.35
	01-201-25-265-200 Fire Department - Expenses				

ACH	7214 - LADDEY, CLARK & RYAN LLP	PO 60926	R038-25 - Investigation	4,960.00	4,960.00
	01-201-20-105-200 Personnel - Expenses				
	619 - LAN ASSOCIATES, INC.	PO 61044	R378-24 Engineering Design Services for	2,750.00	2,750.00
	02-213-40-707-000 Recreation Department Grant Expenditures				
	260 - LAURA A. CARUCCI	PO 60907	5/7/25 ZONING BOARD MEETING - COURT REPO	275.00	275.00
	01-201-21-180-200 Zoning and Planning - Expenses				
	260 - LAURA A. CARUCCI	PO 60991	2025 ZONING BOARD - COURT REPORTING SERV	275.00	275.00
	01-201-21-180-200 Zoning and Planning - Expenses				
	260 - LAURA A. CARUCCI	PO 61045	Planning Board Court Reporting Services	275.00	275.00
	01-201-21-180-200 Zoning and Planning - Expenses				
	477 - LAWSON PRODUCTS, INC.	PO 60616	DFW-FLEET SHOP SUPPLIES	1,957.06	1,957.06
	01-201-26-315-200 Vehicle Maintenance - Expenses				
	712 - LERCH, VINCI & BLISS, LLP	PO 60980	April 2025 - Professional Services (FMBA	3,742.50	3,742.50
	01-201-20-105-200 Personnel - Expenses				
	01-201-20-135-200 Auditing Expense			290.00	3,742.50
	1017 - LUCCI, SAVERIO C	PO 60982	RECREATION: Instructor payment for Tiny	180.00	180.00
	15-286-56-005-000 Recreation Trust Accounts				
	7420 - MAJR HOLDINGS LLC	PO 60961	ESCROW REFUND #1545	2,092.50	2,092.50
	12-286-56-851-000 Developer Escrows				
	6819 - MARIE LUPO	PO 61030	HEALTH: MAY PROFESSIONAL SERVICES RENDER	240.00	240.00
	02-213-40-702-000 Health Department Grant Expenditures				
	4018 - MARRONE PEST MANAGEMENT SERVICES LLC	PO 60053	DPW - FACILITIES ENGINEERING/PERSONNEL D	165.00	165.00
	01-201-26-290-200 Building Department (DPW) - Expenses				
	4018 - MARRONE PEST MANAGEMENT SERVICES LLC	PO 60892	RECREATION: Pest Control for CRC	90.00	90.00
	15-286-56-005-000 Recreation Trust Accounts				
	4018 - MARRONE PEST MANAGEMENT SERVICES LLC	PO 60909	RECREATION: RELEASE - Monthly Pest Contr	329.00	329.00
	01-201-27-370-200 Public Playgrounds and Rec - Expenses				
	150 - MATTHEW BENDER & CO., INC.	PO 60995	FIRE: Renewal of Title 4A for Fire Chie	78.21	78.21
	01-201-25-265-200 Fire Department - Expenses				
	7213 - MCANTMON, SCOTLAND & BAUMANN LLC	PO 61027	R443-24 Roche Redevelopment Counsel	822.48	822.48
	15-286-57-014-000 Escrow Deposits				

ACH	1208 - MIDDLE VILLAGE ASSOC., LLC. 01-203-26-325-200 (2024) Condo Services Act - Expenses	PO 60696	2024 Municipal Reimbursement	41,943.91	41,943.91
					41,943.91
ACH	226 - MLEKICKI MARIOIA 01-201-43-490-200 Municipal Court - Expenses	PO 60988	Court: Polish Interpreting Services	200.00	200.00
ACH	1095 - MOMAR, INC 07-201-26-291-200 Sewer / Storm Systems - Expenses	PO 60455	DPW - SEWER - FOR SEWER AND STORM WATER	6,516.00	6,516.00
01-201-26-315-200	5542 - MOTORCYCLE MALL INC Vehicle Maintenance - Expenses	PO 60587	DPW-FLEET REPAIR PARTS FOR POLARIS RANGE	707.90	707.90
01-201-43-490-200	6521 - NADEJA ANTOINE Municipal Court - Expenses	PO 60912	Court: Haitian/Creole Interpreting Serv	160.00	160.00
ACH	6534 - NAJARIAN ASSOCIATES, INC. 02-213-40-724-500 Infrastructure	PO 61041	R624-23 AS BUILT & REPLACEMENT-STORMWATE	14,632.50	14,632.50
01-201-25-240-200	6951 - NATIONAL HIGHWAY PRODUCTS INC Police Department - Expenses	PO 60701	R306-24-POLICE DEPT. -2025 PURCHASE OF E	82.02	82.02
01-201-25-240-200	Police Department - Expenses	PO 60703	R306-24-POLICE DEPT. - 2025 PURCHASE OF	616.25	616.25
01-201-25-240-200	Police Department - Expenses	PO 60707	R306-24-POLICE DEPT. - APRIL 2025 PURCHA	52.68	52.68
01-201-25-240-200	Police Department - Expenses	PO 60919	R306-24-POLICE DEPT. - PURCHASE OF HANDI	35.12	35.12
					786.07
ACH	215 - NEGLIA ENGINEERING ASSOCIATES 02-213-40-700-000 Engineering Dept. Grant Expenditures	PO 59767	R121-25: Construction Mgmt Services for	3,160.03	3,160.03
ACH	215 - NEGLIA ENGINEERING ASSOCIATES 12-286-56-851-000 Developer Escrows	PO 60960	Developers Escrow Project	1,567.00	2,827.00
				1,260.00	2,827.00
ACH	215 - NEGLIA ENGINEERING ASSOCIATES 08-215-55-946-100 Administrative Costs 7312-16	PO 61076	R057-23: Weasel Brook Improvements thro	624.12	624.12
01-201-27-330-200	6466 - NEW JERSEY SOCIETY FOR PUBLIC HEALTH EDU Health and Welfare - Expenses	PO 60720	HEALTH: NJOPHE SEMINAR	80.00	80.00
01-201-27-330-200	6466 - NEW JERSEY SOCIETY FOR PUBLIC HEALTH EDU Health and Welfare - Expenses	PO 61015	HEALTH: NJSOPHE MID-YEAR MEETING 2025	90.00	90.00
01-201-25-240-200	6444 - New Jersey State Police Police Department - Expenses	PO 60975	POLICE DEPT- 2025 STATE RADIO P-25 SUBS	11,342.50	11,342.50

ACH	PO	PO Description	PO Number	PO Date	PO Amount	PO Balance	PO Status
	3559	NEW TRIMBLE AUTO BODY	PO 60905	OUTREACH: Select#22746520-2012 FORD SE W	1,000.00	1,000.00	1,000.00
	6953	NIELSEN OF MORRISTOWN INC	PO 60767	DPW-FLEET REPAIR PARTS FOR P.D.	1,550.80	1,550.80	1,550.80
	5477	NORTH JERSEY PUMP & CONTROLS, LLC	PO 60939	Martin Avenue Pump Station - Project 13-	1,188.00	1,188.00	1,188.00
	6330	NW FINANCIAL GROUP, L.L.C.	PO 61048	ARPA Advisory	250.00	250.00	250.00
	797	ONE CALL CONCEPTS, INC.	PO 60846	DPW - 4/30/25 STREET MARK OUTS FOR SEWER	1,014.60	1,014.60	1,014.60
	167	P S E & G	PO 60935	March 2025 - Current Charges - Acct 13 0	25,651.82	25,651.82	25,651.82
	167	P S E & G	PO 61050	April 2025 - Current Charges - Acct # 65	76.15	76.15	76.15
	167	P S E & G	PO 61051	April 2025 - Current Charges - Acct # 77	1,002.57	1,002.57	1,002.57
	167	P S E & G	PO 61052	March 2025 - Current Charges - Acct # 13	89,804.82	89,804.82	89,804.82
	167	P S E & G	PO 61055	April 2025 - Current Charges - Acct # 42	17,374.18	17,374.18	17,374.18
	167	P S E & G	PO 61056	April 2025 - Current Charges - Acct # 13	49.42	49.42	49.42
	2945	PATERSON, CITY OF	PO 60822	HEALTH: R252-25; CONTRACT 25-112 TUBERCU	14,000.00	14,000.00	14,000.00
	1327	PATERSON DENTAL	PO 60824	HEALTH: DENTAL CLINIC SUPPLIES 2025	63.99	63.99	63.99
	209	PAULSON CAR WASH & DETAILING INC.	PO 60911	DPW - FLEET CAR WASHES FOR MARCH & APRIL	1,330.00	1,330.00	1,330.00
	2725	POSITIVE PROMOTIONS	PO 60596	HEALTH: LEAD GRANT SUPPLIES PURCHASE	2,088.59	2,088.59	2,088.59

02-213-40-702-000	Health Department Grant Expenditures	2,088.59							2,088.59
ACH	212 - PRECISION COMPUTER OF FORT LEE, INC 04-215-55-971-300 Fire Dept. Improvements 2021	PO 60676	FIRE: R532-24 Radio Infrastructure Equip	827.00				827.00	827.00
ACH	212 - PRECISION COMPUTER OF FORT LEE, INC 01-201-25-265-200 Fire Department - Expenses	PO 60769	FIRE: R532-24 Battery Backup for L2 Offi	229.00				229.00	229.00
ACH	212 - PRECISION COMPUTER OF FORT LEE, INC 02-213-40-702-000 Health Department Grant Expenditures 02-213-40-702-000 Health Department Grant Expenditures	PO 60861	Toners for HP Printers -Grant	972.00				1,098.00	1,098.00
	4069 - PRIMEPOINT, LLC. 01-201-20-130-200 Financial Administration - Expense	PO 61059	R399-24 - Payroll	4,086.10				4,086.10	4,086.10
	6251 - PRO CAP 8, LLC	PO 60774	Tax Lien Redemption	B# 20.22 L# 12	500.00			500.00	
		PO 60774	Tax Lien Redemption	B# 20.22 L# 12	642.39			642.39	
		PO 60855	Tax Lien Redemption	B# 55.05 L# 22	500.00			500.00	
		PO 60855	Tax Lien Redemption	B# 55.05 L# 22	1,074.04			1,074.04	
		PO 60856	Tax Lien Redemption	B# 74.03 L# 12	935.97			935.97	
		PO 60856	Tax Lien Redemption	B# 74.03 L# 12	400.00			400.00	
		PO 60974	Tax Lien Redemption	B# 9.02 L# 12	300.00			300.00	
		PO 60974	Tax Lien Redemption	B# 9.02 L# 12	679.01			679.01	5,031.41
	6251 - PRO CAP 8, LLC	PO 60976	Tax Lien Redemption	B# 52.04 L# 27	300.00			300.00	
		PO 60976	Tax Lien Redemption	B# 52.04 L# 27	1,011.84			1,011.84	1,311.84
	7340 - RAM Tax Lien Fund II LP	PO 60345	Tax Lien Redemption	B# 55.09 L# 48 car	398.51			398.51	
		PO 60345	Tax Lien Redemption	B# 55.09 L# 48 car	100.00			100.00	498.51
	7340 - RAM Tax Lien Fund II LP	PO 60380	Tax Lien Redemption	B# 53.11 L# 20	5,054.30			5,054.30	
		PO 60380	Tax Lien Redemption	B# 53.11 L# 20	5,600.00			5,600.00	10,654.30
	6857 - RC FITNESS LLC 15-286-56-005-000 Recreation Trust Accounts	PO 60893	RECREATION: Instructor payment for EVOLV	270.00				270.00	270.00

ACH	4951 - REDICARE, LLC 01-201-26-290-200 Building Department (DPW) - Expenses	PO 60847 DPW - FACILITIES APRIL 2025 FOR FIRST AI	150.00	150.00	150.00
ACH	4951 - REDICARE, LLC 01-201-20-105-200 Personnel - Expenses	PO 61047 May 2025 Service of First Aid Package	68.00	68.00	68.00
ACH	483 - REINER OVERHEAD DOORS, LLC 01-201-26-290-200 Building Department (DPW) - Expenses	PO 60783 DPW - FACILITIES - EMERGENCY WORK FOR FI	960.00	960.00	960.00
ACH	7162 - Ricardo Alas 15-286-56-005-000 Recreation Trust Accounts	PO 61001 RECREATION: Instructor payment for Wozko	1,000.00	1,000.00	1,000.00
ACH	6491 - RICCIARDI BROTHERS 15-286-56-005-000 Recreation Trust Accounts	PO 60891 RECREATION: Paint for CRC	57.98	57.98	57.98
ACH	852 - ROBBIE CONLEY ARCHITECT, LLC 04-215-55-951-900 Administration & Section 20 Costs 7215	PO 59319 R067-25-OEM Fire station # Study - Archi	10,000.00	10,000.00	10,000.00
ACH	2605 - ROMANSKI, ROBIN 15-286-56-005-000 Recreation Trust Accounts	PO 60987 RECREATION: Instructor payment for CPR a	405.00	405.00	405.00
ACH	4736 - RUBBERCYCLE LLC 04-215-55-954-700 Recreation Improvements 7311-16	PO 58398 R558-24-RECREATION: Surfacing for Stefan	128,878.40	128,878.40	128,878.40
ACH	6538 - SCHOLASTIC INC. 26-201-29-390-200 Public Library Expenses	PO 60903 Req #050-25 & 057-25	461.00	461.00	461.00
ACH	4169 - SHARON A FRAMETZ 15-286-56-005-000 Recreation Trust Accounts	PO 60985 RECREATION: Instructor payment for Yoga	350.00	350.00	350.00
ACH	7228 - Stephanie Herrera 15-286-56-005-000 Recreation Trust Accounts	PO 60986 RECREATION: Instructor payment for Group	90.00	90.00	90.00
ACH	1056 - STORR TRACTOR COMPANY 01-201-26-315-200 Vehicle Maintenance - Expenses	PO 60206 DPM-FLEET REPAIR PARTS FOR LAWN EQUIPMEN	3,838.89	3,838.89	3,838.89
ACH	175 - Symetra Life Insurance Company 21-201-20-100-000 Employee Group Health	PO 60927 R593-24 - June 2025 Stop Loss Policy	267,713.54	267,713.54	267,713.54
ACH	5582 - THEODORE CONSTANDELIS, D.D.S. 01-201-27-330-200 Health and Welfare - Expenses	PO 60990 R595-24-HEALTH: 2025 DENTAL CLINIC SERVI	280.00	280.00	280.00
ACH	817 - TREASURER, STATE OF NEW JERSEY 07-203-26-291-200 (2024) Sewer / Storm Systems - Expenses	PO 55123 NJDEP Annual Fee for Storm Water 07/01/2	4,100.00	4,100.00	4,100.00

5780 - TURN OUT FIRE & SAFETY	PO 60418	FIRE: R457-24 Stationwear for Promotions	1,159.00
04-215-55-976-100 2024 Capital Programs Ord # 7928-24	PO 60419	FIRE: R457-24 Firefighter Station Wear f	506.94
04-215-55-976-100 2024 Capital Programs Ord # 7928-24			1,665.94
461 - TURN OUT UNIFORMS, INC.	PO 60415	FIRE: Embroidery for Stationwear for Pro	202.00
04-215-55-976-100 2024 Capital Programs Ord # 7928-24	PO 60417	FIRE: R457-24 Embroidery for Stationwear	476.00
04-215-55-976-100 2024 Capital Programs Ord # 7928-24			678.00
7336 - UNITEMP MECHANICAL DEGREES LLC	PO 60904	Req #25-114	112,655.00
04-215-55-973-800 Library Improvements - 7740-22			112,655.00
942 - UNO CHICAGO GRILL	PO 60894	RECREATION: Instructor payment for Make	33.00
15-286-56-005-000 Recreation Trust Accounts			33.00
2112 - VERIZON COMMUNICATIONS INC.	PO 60896	Fire: 5/4/25 - 6/3/25 Internet for Fire	39.88
01-201-31-440-200 Telephone	PO 61032	5/12/25 - 6/11/25 - OEM Garage Account#	299.00
01-201-31-440-200 Telephone	PO 61035	5/10/25 - 6/9/25 - Account# 157-126-453-	289.00
01-201-31-440-200 Telephone	PO 61036	5/9/25 - 6/8/25 - Rec Center Account#156	279.00
01-201-31-440-200 Telephone	PO 61037	5/9/25 - 6/08/25 - Senior Center Account	144.99
01-201-31-440-200 Telephone	PO 61039	5/9/25 - 6/8/25 - Account# 357-124-315-0	289.00
01-201-31-440-200 Telephone	PO 61040	5/9/25 - 06/8/25 - CPD-GB Account#955-48	299.90
01-201-31-440-200 Telephone	PO 61042	5/14/25 - 6/13/25 - DPW Account#655-633-	299.90
01-201-31-440-200 Telephone			1,940.67
2112 - VERIZON COMMUNICATIONS INC.	PO 61049	5/19/25 - 6/18/25 - Account# 656-386-204	164.99
01-201-31-440-200 Telephone			164.99
807 - VETERINARY EMERGENCY GROUP - BERGEN	PO 61023	25-081 CONTRACT VETERINARY EMERGENCY GRO	916.75
	PO 61028	25-081 CONTRACT VETERINARY EMERGENCY GRO	709.53
	PO 61033	25-081 CONTRACT VETERINARY EMERGENCY GRO	858.33
			2,484.61
807 - VETERINARY EMERGENCY GROUP - BERGEN	PO 61038	25-081 CONTRACT VETERINARY EMERGENCY GRO	522.38
			522.38
ACH 387 - W. B. MASON CO, INC.	PO 60706	R242-24 POLICE - CHIEF OFFICE SUPPLIES &	286.45
01-201-25-240-200 Police Department - Expenses			286.45
ACH 387 - W. B. MASON CO, INC.	PO 60882	FIRE: R206-25 Janitorial Supplies #81528	963.79
01-201-25-265-200 Fire Department - Expenses			963.79

ACH	387 - W. B. MASON CO, INC.	PO 60895	R206-25- HEALTH: OFFICE SUPPLIES 2025 #S	189.20	189.20
	01-201-27-330-200 Health and Welfare - Expenses				
	1993 - WEST PUBLISHING CORP. / THOMSON REU	PO 60959	R089-25 Legal 04/01/25 - 04/30/25 Subear	1,476.08	1,476.08
	01-201-20-155-200 Legal Service - Expenses				
	01-201-20-155-200 Legal Service - Expenses	PO 60973	Law Dept. Subscription Renewals	1,032.00	1,032.00
					2,508.08
	1194 - WHITE & SHAUGER, INC.	PO 60612	DPW - FACILITIES - BOILER SCREEN FOR THE	735.37	735.37
	01-201-26-290-200 Building Department (DPW) - Expenses				
	TOTAL				1,093,009.99
	Total to be paid from Fund 01 CURRENT FUND				340,572.69
	Total to be paid from Fund 02 STATE & FEDERAL GRANTS				25,367.51
	Total to be paid from Fund 04 CAPITAL				294,105.29
	Total to be paid from Fund 07 SEWER UTILITY - OPERATING				17,913.22
	Total to be paid from Fund 08 SEWER UTILITY - CAPITAL				1,812.12
	Total to be paid from Fund 12 DEVELOPERS ESCROW				4,919.50
	Total to be paid from Fund 13 ANIMAL TRUST				3,486.22
	Total to be paid from Fund 14 POLICE EXTRA DUTY				477.00
	Total to be paid from Fund 15 OTHER TRUST				20,668.46
	Total to be paid from Fund 17 CDBG				52,631.69
	Total to be paid from Fund 21 MEDICAL SELF-INSURANCE				307,062.46
	Total to be paid from Fund 26 LIBRARY				23,993.83
					1,093,009.99

Checks Previously Disbursed

2025096	HORIZON BLUE CROSS & BLUE SHIELD OF	PO# 60931	GROUP#86613&86614 - HEALTH CARE CL	189,071.80	5/14/2025
2025097	THE DEPOSITORY TRUST COMPANY	PO# 60952	Paydown and Interest 2024A B.A.N.	448,750.00	5/21/2025
2025098	CLIFTON, CITY OF - Reimbursement	PO# 61020	05.30.25 - Out of Pocket Expenses	506.28	5/30/2025
2025099	CLIFTON, CITY OF - Petty Cash	PO# 61021	Petty Cash - 05/30/2025 Payroll -	4.80	5/30/2025
2025100	HORIZON BLUE CROSS & BLUE SHIELD OF	PO# 61024	GROUP#86613&86614 - HEALTH CARE CL	391,281.53	5/22/2025
2025101	HORIZON BLUE CROSS & BLUE SHIELD OF	PO# 61022	GROUP#86613&86614 - HEALTH CARE CL	282,124.41	5/22/2025
2025102	HORIZON BLUE CROSS & BLUE SHIELD OF	PO# 61031	GROUP#86613&86614 - HEALTH CARE CL	455,761.30	5/22/2025
2025103	CLIFTON, CITY OF - General Liability	PO# 61063	2025 General Liability Checks	33,508.67	6/03/2025
2025104	CLIFTON, CITY OF - SELF INSURANCE	PO# 61054	2025 Workers Comp Checks	3,312.00	5/30/2025
20250097	THE DEPOSITORY TRUST COMPANY	PO# 60952	Paydown and Interest 2024A B.A.N.	10,000,000.00	5/21/2025
20250098	CLIFTON, CITY OF - Reimbursement	PO# 61020	05.30.25 - Out of Pocket Expenses	1,382.41	5/30/2025
				11,805,703.20	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 CURRENT FUND	450,137.21	340,572.69	790,709.90
Fund 02 STATE & FEDERAL GRANTS	506.28	25,367.51	25,873.79
Fund 04 CAPITAL	10,000,000.00	294,105.29	10,294,105.29
Fund 07 SEWER UTILITY - OPERATING		17,913.22	17,913.22
Fund 08 SEWER UTILITY - CAPITAL		1,812.12	1,812.12

Fund 12 DEVELOPERS ESCROW	4,919.50	4,919.50
Fund 13 ANIMAL TRUST	3,486.22	3,486.22
Fund 14 POLICE EXTRA DUTY	477.00	477.00
Fund 15 OTHER TRUST	20,668.46	20,668.46
Fund 17 CDBG	52,631.69	52,631.69
Fund 21 MEDICAL SELF-INSURANCE	1,318,239.04	1,625,301.50
Fund 26 LIBRARY	307,062.46	23,993.83
Fund 27 General Liability Trust	33,508.67	33,508.67
Fund 28 Workers Compensation Trust	3,312.00	3,312.00
BILLS LIST TOTALS	11,805,703.20	12,898,713.19

ITEM NUMBER: R 273-25

ITEM NAME: Resolution - Special Emergency Resolution 8 - 2025 Municipal Budget
RECOMMENDATION: Approve

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	Resolution	5/30/2025	Budget Amendment
	Back Up	5/30/2025	Budget Amendment

**CITY OF CLIFTON
SPECIAL EMERGENCY 8
RESOLUTION**

WHEREAS, an emergent condition has arisen in that the City is expected to enter in contracts, commitments or payments prior to the 2025 Municipal Budget and no adequate provision has been made in the 2025 Temporary Municipal Budget for the aforesaid purpose, and

WHEREAS, N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation foresaid purpose, and

WHEREAS; the total emergency temporary appropriation resolution adopted in the year 2025 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution totals \$88,049,372.18, and,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and 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) that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. Emergency Temporary Appropriations be and the same are hereby made in the amount of \$16,219,781.78 as follows:

See Attached Break Out

2. Said Emergency Temporary Appropriations will be provided for in the 2025 Municipal Budget.
3. That one certified copy of this resolution be filed with the Director, Division of Local Government Services by the City Clerk.

Roll Call:

ADOPTED: June 3, 2025

Kathleen Tolosi, City Clerk

City of Clifton - 2025 Temporary Budget

Municipal Council

01-201-20-110-102	Salaries	5,000.00

City Manager

01-201-20-100-101	Salaries	50,000.00

01-201-20-100-320	Other Expenses	7,500.00

City Clerk

01-201-20-120-101	Salaries	100,000.00

01-201-20-120-248	Other Expenses	25,000.00

Personnel

01-201-20-105-101	Salaries	60,000.00

01-201-20-105-263	Other Expenses	100,000.00

M.I.S.

01-201-20-140-320	Other Expenses	100,000.00

Cable TV

01-201-20-141-102	Salaries	15,000.00

Financial Administration

01-201-20-130-101	Salaries	60,000.00

01-201-20-130-320	Other Expenses	10,000.00

Tax Assessor

01-201-20-145-101	Salaries	85,000.00

Tax Collector

01-201-20-150-101	Salaries	10,000.00

Advertising, Printing, Postage

01-201-20-106-312	Other Expenses	5,000.00

Legal Services

01-201-20-155-101	Salaries	120,000.00

Engineering

01-201-20-165-101	Salaries	35,000.00

01-201-20-165-320	Other Expenses	50,000.00

Zoning and Planning

01-201-21-180-101	Salaries	35,000.00

01-201-21-180-320	Other Expenses	25,000.00

Housing Director

01-201-21-190-101	Salaries	75,000.00

Alcoholic Beverage Control

01-201-22-197-102	Salaries	1,000.00

City of Clifton - 2025 Temporary Budget

Fire Department

01-201-25-265-101	Salaries	2,500,000.00
01-201-25-265-600	Other Expenses	75,000.00

Police Department

01-201-25-240-101	Salaries	3,200,000.00
01-201-25-240-503	Other Expenses	75,000.00

Office Emergency Management

01-201-25-252-242	Other Expenses	2,500.00

Health and Welfare

01-201-27-330-101	Salaries	25,000.00
01-201-27-330-208	Other Expenses	7,500.00

Human Services

01-201-27-331-101	Salaries	5,000.00

Animal Control

01-201-27-340-101	Salaries	37,500.00
01-201-27-340-323	Other Expenses	15,000.00

Recreation

01-201-27-370-101	Salaries	125,000.00
01-201-27-370-522	Other Expenses	35,000.00

Senior Citizens

01-201-27-336-101	Salaries	60,000.00

Arts Center

01-201-28-370-101	Salaries	15,000.00
01-201-28-370-224	Other Expenses	2,500.00

Sanitation

01-201-32-465-502	Contractual	4,000,000.00

Buildings (DPW)

01-201-26-290-101	Salaries	115,000.00
01-201-26-290-219	Other Expenses	35,000.00

Public Works Administration

01-201-26-300-101	Salaries	60,000.00
01-201-26-300-242	Other Expenses	10,000.00

Recycling

01-201-26-305-101	Salaries	175,000.00
01-201-26-305-503	Other Expenses	2,500.00

Shade Tree

01-201-28-300-101	Salaries	125,000.00
01-201-28-300-503	Other Expenses	5,000.00

City of Clifton - 2025 Temporary Budget

Vehicle Maintenance

01-201-26-315-101	Salaries	130,000.00
01-201-26-315-202	Other Expenses	50,000.00

Maintenance of Parks

01-201-28-375-503	Other Expenses	150,000.00

Construction Code

01-201-22-195-101	Salaries	175,000.00
01-201-22-195-320	Other Expenses	65,000.00

Municipal Court

01-201-43-490-101	Salaries	265,000.00
01-201-43-490-308	Other Expenses	25,000.00

Insurances

01-201-23-220-310	Employee Group Health	2,500,000.00
01-201-23-221-111	Health Care Waiver	75,000.00

Utilities

01-201-31-460-221	Gasoline	
01-201-31-447-322	Fuel Oil (Diesel)	100,000.00
01-201-31-430-261	Electricity	150,000.00
01-201-31-435-275	Street Lighting	150,000.00

Statutory Expenditures

01-201-36-472-300	Social Security	500,000.00

Grants

01-201-41-710-101	Title III Allocation	24,960.00
01-201-41-721-323	Clean Communities	178,821.78

Total 2025 Temporary Budget - Increase	<u>16,219,781.78</u>

ITEM NUMBER: R 274-25

ITEM NAME: Resolution - Temporary Budget Resolution 2 - 2025 Sewer Utility Budget
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	Resolution	5/27/2025	Budget Amendment
	resolution	5/28/2025	Cover Memo

**CITY OF CLIFTON
2025 TEMPORARY BUDGET 2
CLIFTON SEWER UTILITY**

WHEREAS, N.J.S.A. 40A:4-19 authorizes temporary appropriations to provide for the period between the beginning of the budget year and the adoption of the budget, where contracts, commitments or payments are to be made prior to the adoption of the budget for any fiscal year; and,

WHEREAS, contracts, commitments or payments are to be made by the City of Clifton Sewer Utility for the purpose and amounts requested in the manner and time therein provided; and,

WHEREAS, the 2025 Temporary Budget for the Clifton Sewer Utility was adopted with Resolution R004-25 on January 8, 2025; and,

WHEREAS, Temporary Budget Funds are needed to maintain the Sewer Utility prior to the adoption of the 2025 Sewer Utility Budget,

NOW, THEREFORE, BE IT RESOLVED, that the Temporary Appropriations Amendments are hereby authorized to provide for contracts, commitments, and payments prior to the adoption of the 2025 Sewer Utility Budget as follows:

<u>Sewer Department</u>	<u>Department Code</u>	<u>Amount</u>
Sewer / Storm System – S&W	07-201-26-291-101	\$ 100,000.00
Sewer / Storm System – OE	07-201-26-291-405	\$ 100,000.00
Sewer Utility Allocations – OE	07-201-26-292-200	\$ 93,900.00
Statutory Exp – Employer Taxes	07-201-36-472-300	\$ 10,000.00
Emergency Repairs	07-201-26-291-601	\$ 60,000.00
Total Temporary Budget Amendment:		<u>\$ 363,900.00</u>

ADOPTED: June 3, 2025

Kathleen Tolosi, City Clerk

**2025 TEMPORARY BUDGET 2
CLIFTON SEWER UTILITY**

WHEREAS, N.J.S.A. 40A:4-19 authorizes temporary appropriations to provide for the period between the beginning of the budget year and the adoption of the budget, where contracts, commitments or payments are to be made prior to the adoption of the budget for any fiscal year; and,

WHEREAS, contracts, commitments or payments are to be made by the City of Clifton Sewer Utility for the purpose and amounts requested in the manner and time therein provided; and,

WHEREAS, the 2025 Temporary Budget for the Clifton Sewer Utility was adopted with Resolution R004-25 on January 8, 2025; and,

WHEREAS, Temporary Budget Funds are needed to maintain the Sewer Utility prior to the adoption of the 2025 Sewer Utility Budget,

NOW, THEREFORE, BE IT RESOLVED, that the Temporary Appropriations Amendments are hereby authorized to provide for contracts, commitments, and payments prior to the adoption of the 2025 Sewer Utility Budget as follows:

<u>Sewer Department</u>	<u>Department Code</u>	<u>Amount</u>
Sewer / Storm System – S&W	07-201-26-291-101	\$ 100,000.00
Sewer / Storm System – OE	07-201-26-291-405	\$ 100,000.00
Sewer Utility Allocations – OE	07-201-26-292-200	\$ 93,900.00
Statutory Exp – Employer Taxes	07-201-36-472-300	\$ 10,000.00
Emergency Repairs	07-201-26-291-601	\$ 60,000.00
Total Temporary Budget Amendment:		<u>\$ 363,900.00</u>

ADOPTED: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 275-25

ITEM NAME: Resolution Authorizing the Issuance of Change Order No. 1 and Final
2023 NJDOT Sidewalk and Curb Improvements

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
 resolution	5/28/2025	Cover Memo

APPROVED AS TO ENGINEERING
MJC CITY ENGINEER

**RESOLUTION AUTHORIZING THE ISSUANCE OF
CHANGE ORDER NO. 1 AND FINAL
2023 NJDOT SIDEWALK AND CURB IMPROVEMENTS**

WHEREAS, on November 8, 2023, the City of Clifton adopted Resolution R510-23 awarding a contract to **RIVERVIEW PAVING INC.** of HACKETTSTOWN, NJ, for the performance of certain public work and the furnishing of material, labor and equipment for **2023 NJDOT SIDEWALK AND CURB IMPROVEMENTS** in the amount of \$2,296,902.00; and

WHEREAS, regulations, adopted by the Local Finance Board of the State of New Jersey, and dealing with "Contract Change Order" open-end contracts, etc., became effective on April 15, 1977; and

WHEREAS, the City Engineer has requested that a Change Order be made to the contract awarded to **RIVERVIEW PAVING INC.**, in the amount of \$79,967.81 a 3.48% Decrease as authorized by Resolution said being necessary for the proper completion of the project job; and

WHEREAS, the City of Clifton desires to comply with said regulations, and to the end herewith files with the Governing Body a report of the Engineering Department stating the facts involved and indicating that the proposed contract Change Order is necessary and should be approved and allowed; and

WHEREAS, the Chief Financial Officer is not required to certify the availability of sufficient funds for the amendatory change for which authorization is requested in the amount of \$79,967.81 a 3.48% DECREASE;

WHEREAS, the total contract amount is now \$2,216,934.19.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Clifton that the said amendatory Change Order be and the same is hereby ratified and payment therefore is hereby approved.

BLANKET PURCHASE ORDER 51780 

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 276-25

ITEM NAME: Resolution Authorizing Final Payment 2023 NJDOT Sidewalk and Curb Improvements Riverview Paving, Inc.

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
☐	resolution	5/28/2025	Cover Memo

APPROVED AS TO ENGINEERING
MPL CITY ENGINEER

**RESOLUTION AUTHORIZING FINAL PAYMENT
2023 NJDOT SIDEWALK AND CURB IMPROVEMENTS
RIVERVIEW PAVING INC.**

WHEREAS, RIVERVIEW PAVING INC. of Hackettstown, New Jersey, did complete **2023 NJDOT SIDEWALK AND CURB IMPROVEMENTS** project in and for the City of Clifton for the total amount

of

.....
\$2,216,934.19

And previous payments on account of said total have been paid in the amount of.

.....
\$2,172,575.51

Leaving this FINAL PAYMENT
of \$ 44,358.68

WHEREAS, said work was authorized by contract duly awarded at a regular meeting of the Governing Body of the City of Clifton; and

WHEREAS, the Contractor has posted a Maintenance Bond, for a period of two years, in the amount of **\$221,693.42**; and

WHEREAS, the City Engineer has inspected the work done and has determined that said work has been properly done and completed, to the best of his knowledge, in accordance with the terms and provisions of the contract as amended, if amended, and hereby recommends that the said work be accepted;

NOW, THEREFORE, BE IT RESOLVED, that the City of Clifton does hereby formally accept the work as shown as completed in this resolution and contract.

NOW BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is authorized and directed to include the said claim totaling **\$44,358.68** on the claim list.

BLANKET PURCHASE ORDER NO. 51780

Adopted: June 6, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 277-25

ITEM NAME: Resolution Authorizing Permission to Bid for 2025 Roadway Resurfacing Program

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
 resolution	5/28/2025	Cover Memo

APPROVED AS TO ENGINEERING
ML CITY ENGINEER

CITY OF CLIFTON

**RESOLUTION AUTHORIZING PERMISSION TO BID FOR
2025 ROADWAY RESURFACING PROGRAM**

WHEREAS, the City of Clifton shall incur no expense exceeding \$17,500, except where either authorized by law or waived by the Municipal Council up to the State of New Jersey bid threshold; and,

WHEREAS, the City of Clifton seeks construction services estimated to cost in excess of \$17,500 without waiver; and

WHEREAS, the scope of work includes milling and resurfacing on various streets throughout the City of Clifton; and

WHEREAS, the City Engineer of the City of Clifton has prepared Bid Specifications, Notice to Bidders, Proposals and Specifications for said improvements in anticipation of the public bidding for same and finds same to be acceptable for public bidding; 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 public bids for the services described therein; and,

BE IT FURTHER RESOLVED that the Notice to Bidders shall be published once in a legal newspaper of the City of Clifton no later than the next Municipal Council meeting, in accordance with N.J.S.A. 40A:11-1 *et seq.*

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 278-25

ITEM NAME: Resolution Authorizing Permission to Bid for Interior Alterations to Clifton Police Department

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
	resolution	5/29/2025	Cover Memo

APPROVED AS TO ENGINEERING
MD CITY ENGINEER

**RESOLUTION AUTHORIZING PERMISSION TO BID FOR
INTERIOR ALTERATIONS TO CLIFTON POLICE
DEPARTMENT**

WHEREAS, the City of Clifton shall incur no expense exceeding \$17,500, except where either authorized by law or waived by the Municipal Council up to the State of New Jersey bid threshold; and,

WHEREAS, the City of Clifton seeks construction services estimated to cost in excess of \$17,500 without waiver; and

WHEREAS, the scope of work under contract no. 1 includes the demolition of four jail cells, demolition and alterations to the police lobby and violations bureau for conversion to office space for body camera processing; and

WHEREAS, the scope of work under contract no. 2 includes the renovation of six holding cells adjacent to the limits of work under contract no. 1; and

WHEREAS, the City Engineer of the City of Clifton has prepared Bid Specifications, Notice to Bidders, Proposals and Specifications for said improvements in anticipation of the public bidding for same and finds same to be acceptable for public bidding; 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 public bids for the services described therein; and,

BE IT FURTHER RESOLVED that the Notice to Bidders shall be published once in a legal newspaper of the City of Clifton no later than the next Municipal Council meeting, in accordance with N.J.S.A. 40A:11-1 *et seq.*

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 279-25

ITEM NAME: Resolution Authorizing Advertisement of Notice of Intent for Procurement of One (1) New 2026 Ford 550 Passenger Bus off the HGAC National Cooperative

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
No Attachments Available		

ITEM NUMBER: R 280-25

ITEM NAME: Resolution Authorizing Advertisement of Notice of Intent for Procurement of Ford OEM Automotive Parts and Supplies for City of Clifton via Sourcewell National Cooperative Contract

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	resolution	5/30/2025	Cover Memo

**RESOLUTION AUTHORIZING ADVERTISEMENT OF NOTICE OF INTENT FOR
PROCUREMENT OF FORD OEM AUTOMOTIVE PARTS AND SUPPLIES FOR
CITY OF CLIFTON VIA SOURCEWELL NATIONAL COOPERATIVE CONTRACT**

WHEREAS, the City of Clifton is allowed to participate in inter-local purchasing systems per N.J.S.A. 52:34-6.2 (b) P.L. 2011, c.139 which was enacted into law permitting agencies to utilize cooperative purchasing agreements with other states; and

WHEREAS, pursuant to resolution R274-18, adopted June 19, 2018, the City of Clifton is a member of Sourcewell, formerly known as National Joint Powers Alliance (NJPA), a national cooperative, in accordance with N.J.S.A. 52:34-6.2, and LFN 2012-10; and

WHEREAS, the City of Clifton seeks permission to advertise the City's interest in participating with the Sourcewell national cooperative for OEM Automotive Parts and Supplies, which was awarded to Route 23 Automall LLC, 1301 Route 23 Butler NJ 07405; and

WHEREAS, information regarding the contract may be found on Sourcewell's website at <https://www.sourcewell-mn.gov/cooperative-purchasing/080124-FMC>) ; and

WHEREAS, the current contract term for Sourcewell contract #080124-FMC. for Ford Automotive Parts and Supplies which expires on November 14,2028; and

WHEREAS, barring comments to the contrary, it is the intent of the City of Clifton to award a contract to Route 23 Automall LLC, 1301 Route 23 Butler NJ 07405, pursuant to the proposal submitted in response to Sourcewell's Notice to Bidders Titled "Ford Automotive Parts and Supplies#080124-FMC for Ford OEM Automotive Parts and Supplies; and

NOW, THEREFORE BE IT RESOLVED, that the City of Clifton authorizes the Purchasing Agent to advertise the Notice of Intent to Award Contract under a National Cooperative Purchasing Agreement with a comment period ending March 17,2025.

Comment Period ends: June 17,2025

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 281-25

ITEM NAME: Authorizing Amendment of Resolution R059-23, Adopted January 17, 2023 for Vegetative Waste Disposal to Low Bidder

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	Resolution	5/30/2025	Cover Memo

**AUTHORIZING AMENDMENT OF RESOLUTION R059-23,
ADOPTED JANUARY 17, 2023, FOR VEGETATIVE WASTE DISPOSAL
TO LOW BIDDER**

WHEREAS, pursuant to Resolution 059-23, the City of Clifton authorized a contract for Disposal of Vegetative Waste on January 17, 2023 to RER Supply, LLC; and,

WHEREAS, the contract award to RER Supply, LLC, was for a period of three-years, for a total contract amount of \$918,750.00, based on estimated annual amounts; and,

WHEREAS, a scrivener's error was identified in the per cubic yard price for Option Year 2 (January 1, 2027 through December 31, 2027) under Item #15 – Vegetative Waste Disposal, which was incorrectly stated as \$12.94 per cubic yard; and

WHEREAS, the correct per cubic yard price for Option Year 2 should be \$17.31 for 15,000 cubic yards of vegetative waste; and

WHEREAS, with this for year 2027, the not to exceed total contract award amount would remain the same; and,

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Municipal Council of the City of Clifton hereby approve and authorize an amendment to Resolution R059-23 to correct the per cubic yard price for Item #15 – Vegetative Waste Disposal for Option Year 2 to reflect \$17.31 per cubic yard, and acknowledge that the total contract amount remains unchanged.

NOW, THEREFORE, BE IF RESOLVED, that the Mayor and Municipal Council do hereby approve and authorize the amendment to the above.



Joseph D. Kunz, CFO Date: 5/30/2025

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 282-25

ITEM NAME: Resolution Authorizing Renewal of Crime Risk Management Police with American International Group (AIG) for Period 7/1/2025 to 7/1/2026

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	Resolution	5/23/2025	Cover Memo

**RESOLUTION AUTHORIZING RENEWAL OF CRIME RISK MANAGEMENT
POLICY WITH AMERICAN INTERNATIONAL GROUP (AIG) FOR PERIOD
7/1/2025 - 7/1/2026**

WHEREAS, the City of Clifton requires renewal of its crime liability insurance for the period July 1, 2025 to July 1, 2026; and

WHEREAS, the City's broker of record after soliciting proposals has recommended and the Municipal Council wishes to award a renewal contract to American International Group (AIG) for the provision of said insurance, in accordance with its proposal submitted May 18, 2025 which provides the best and most cost effective service for the City; and

WHEREAS, the subject matter is below the bid threshold and may be awarded without public advertising for bids and bidding; and

NOW, THEREFORE, BE IT RESOLVED, that a contract for a Crime Risk Management Policy with American International Group (AIG) for the period July 1, 2025 to July 1, 2026, is hereby awarded in accordance with its proposal submitted May 18, 2024 for a price of \$8,538.00; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute a contract on behalf of the City of Clifton, and that the original of this resolution and the contract above referred to be placed on file and made available for inspection at the Office of the City Clerk of the City of Clifton.

Certification of Funds:
Funds Are Available in
Account: General Liability Trust
Account #27-201-20-300-200

Joseph Kunz, CFO Date:

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 283-25

ITEM NAME: Resolution Authorizing Supplemental Funds for Professional Services to Eric M. Bernstein & Associates, LLC in Connection with Affordable Housing Litigation

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	Resolution	5/28/2025	Cover Memo

**RESOLUTION AUTHORIZING SUPPLEMENTAL FUNDS FOR PROFESSIONAL
SERVICES TO ERIC M. BERNSTEIN & ASSOCIATES, LLC IN CONNECTION
WITH AFFORDABLE HOUSING LITIGATION**

WHEREAS, on June 5, 2024, a professional services contract for affordable housing litigation was awarded to Eric M. Bernstein & Associates, LLC, 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, Eric M. Bernstein & Associates, LLC, have provided satisfactory affordable housing litigation 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 \$5,000.00, for a total not to exceed \$10,000.00 will be required through the conclusion of the term;

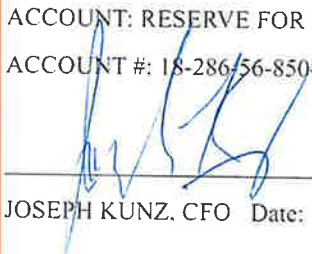
NOW, THEREFORE, BE IT RESOLVED, that supplemental funding in the amount of an additional not to exceed \$5,000.00 for a total not to exceed \$10,000.00 for affordable housing litigation services through June 4, 2025, by Eric M. Bernstein & Associates, LLC is authorized and approved.

CERTIFICATION OF FUNDS:

FUNDS ARE AVAILABLE IN

ACCOUNT: RESERVE FOR COAH

ACCOUNT #: 18-286-56-850-800



JOSEPH KUNZ, CFO

Date: 5/28/25

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 284-25

ITEM NAME: Resolution Awarding Professional Legal Services Contract to Buglione, Hutton & DeYoe, LLC for Defense of Workers' Compensation Claims Against the City of Clifton

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	resoluton	5/28/2025	Cover Memo

**RESOLUTION AWARDING PROFESSIONAL LEGAL SERVICES CONTRACT TO
BUGLIONE, HUTTON & DeYOE, LLC FOR DEFENSE OF WORKERS'
COMPENSATION CLAIMS AGAINST THE CITY OF CLIFTON**

WHEREAS, the City of Clifton is in need of the services of an attorney who possesses expertise in the field of defense of workers' compensation claims; and

WHEREAS, the firm of Buglione, Hutton & DeYoe, LLC of Wayne, NJ, has been providing these services to the City of Clifton in a satisfactory manner for the past several years; and

WHEREAS, the Municipal Council wishes to award a renewal of the said contract, on the same terms and conditions as previously agreed upon; and

WHEREAS, the services to be performed are professional and/or extraordinary unspecifiable services, within the meaning of those terms as used in the Local Public Contracts Law, *N.J.S.A.* 40A:11-1 *et seq.*, and, accordingly, a contract may be awarded therefor without public advertising for bids and bidding in accordance with *N.J.S.A.* 40A:11-5; and

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 the duration of the contract is for one year; and

WHEREAS, the Business Entity Disclosure Certification has been received from counsel and is incorporated in the contract awarded hereby, along with the Determination of Value; and

WHEREAS, there are funds available for payment for the services:

NOW THEREFORE, BE IT RESOLVED, that a professional legal services renewal contract as aforesaid be and the same is hereby awarded Buglione, Hutton & DeYoe, LLC, 401 Hamburg Turnpike, P.O. Box 2449, Wayne, NJ 07470, for one year, at a cost as follows:

Flat fee, half of which is payable upon receipt of the file, to cover one calendar year:	\$497.00
Flat fee, payable for each calendar year thereafter that the file remains open:	\$100.00
Hourly rate for all trial work involving the initiation of testimony for any Second Injury Fund Matter:	\$90.00
Hourly rate for scheduling of IME's:	\$85.00

BE IT FURTHER RESOLVED, that the required Certificate of Availability of Funds for the above contract was obtained from the Chief Financial Officer of the City of Clifton and is endorsed hereon; and

BE IT FURTHER RESOLVED, that the original of this resolution and the contract above referred to be placed on file and made available for public inspection at the Office of the City Clerk of the City of Clifton; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute a contract on behalf of the City of Clifton; and

BE IT FURTHER RESOLVED, that the following short notice be printed once in a legal newspaper of the City of Clifton:

CITY OF CLIFTON
NOTICE OF CONTRACT AWARD

The City of Clifton has awarded a contract without competitive bidding as a professional service pursuant to *N.J.S.A.* 40:11-5(1)(a). The contract and the resolution authorizing it are available for public inspection in the Office of the City Clerk.

Awarded to: Buglione, Hutton & DeYoe, LLC, Wayne, NJ
Services: Professional Legal Services
Cost: \$497 flat fee, ½ of which is payable upon receipt of file, to cover 1 calendar year
\$100 flat fee, payable for each year thereafter the file remains open
\$90 hourly rate for all trial work involving the initiation of testimony for any
Second Injury Fund Matter
\$85 hourly rate for scheduling IME's
Subject: Defense of workers' compensation claims against the City of Clifton
Term: One Year

Adopted: June 3, 2025
Kathleen Tolosi, City Clerk

Certification of Funds:
Funds Are Available in
Account: Worker's Compensation Trust



Joseph Kunz, CFO

Date 

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 285-25

ITEM NAME: Resolution Approving Increase in Maximum Amount of Clifton Home Improvement Program (CHIP) Loans

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	resolution	5/28/2025	Cover Memo

**RESOLUTION APPROVING INCREASE IN MAXIMUM AMOUNT OF CLIFTON
HOME IMPROVEMENT PROGRAM (CHIP) LOANS**

WHEREAS, the City of Clifton currently makes available loans of up to \$10,000 under the Clifton Home Improvement Program ("CHIP"); and

WHEREAS, the Director of the Clifton Public Housing Agency has recommended the increase of the maximum loan amount to \$20,000; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Municipal Council of the City of Clifton, that the Clifton Housing Department, within its Clifton Home Improvement Program, approves the increase in the maximum CHIP loan amount to \$20,000; and

BE IT FURTHER RESOLVED, that the CHIP Program Manual shall be amended to reflect this increase in a form to be approved by the Law Department; and

BE IT FURTHER RESOLVED, that a public announcement of these changes be made so that the residents of the City of Clifton are informed of the revised income limits for the CHIP program.

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 286-25

ITEM NAME: Resolution Authorizing Renewal of Underground Storage Tank Insurance Policy - 8/7/25 - 8/6/26

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
☐	reso	5/28/2025	Cover Memo
☐	memo	5/28/2025	Cover Memo

**RESOLUTION AUTHORIZING RENEWAL OF UNDERGROUND STORAGE TANK
INSURANCE POLICY - 8/7/25 - 8/6/26**

WHEREAS, the City of Clifton requires renewal of its underground storage tank insurance for the period August 7, 2025 to August 6, 2026; and

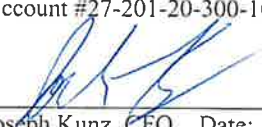
WHEREAS, the City's broker of record after soliciting proposals has recommended and the Municipal Council wishes to award a renewal contract to Rivington Partners for the provision of said insurance, in accordance with its proposal submitted May 28, 2025, which provides the best and most cost effective service for the City; and

WHEREAS, the subject matter is below the bid threshold and may be awarded without public advertising for bids and bidding; and

NOW, THEREFORE, BE IT RESOLVED, that a contract for an Underground Storage Tank Policy with Rivington Partners for the period August 7, 2025 to August 6, 2026, is hereby awarded in accordance with its proposal submitted May 28, 2025 for a price of \$10,350.00; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute a contract on behalf of the City of Clifton, and that the original of this resolution and the contract above referred to be placed on file and made available for inspection at the Office of the City Clerk of the City of Clifton.

Certification of Funds:
Funds Are Available in
Account General Liability Trust
Account #27-201-20-300-100 Group Insurance



Joseph Kunz, CFO Date: 

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

Kaufman, Kaitlyn

From: Justin Gallo <jgallo@POLARISGALAXY.com>
Sent: Wednesday, May 28, 2025 9:52 AM
To: DeMarzo, Gary; Kaufman, Kaitlyn; Oddo, Andrew
Subject: 2025 Underground Storage Tank Renewal Comparison and Quote
Attachments: _2025 Tank Renewal Quote.pdf; Rivington 2025 Quote V2.pdf; Tank Tight Test.pdf; Tank Tight Test.pdf; Enviornmental Package_Tank.pdf

Importance: High

CAUTION: This email originated outside the City of Clifton's email system.

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Good morning All,

Please find attached 2025-2026 Tank Renewal Comparison and Letter. This is set to renew on 8/7/2025. Our recommendation is to bind the current carrier quote at a flat \$0 renewal. We went to market, and the results were not favorable as underground storage tanks continue to be a pain point.

We were able to secure renewal terms from the current carrier Rivington at no increase in premium. The renewal premium would be as expiring at \$10,350. The deductible will stay the same at \$50,000. The next best option we received was from Ironshore, although they would place a \$500,000 deductible on any claims stemming from an Underground Tank. Also, their claims expense limit is only \$250,000 compared to the \$1,000,000 with Rivington. The premium would be \$12,891.48 compared to the renewal at \$10,350.

Our offices highly recommend binding the \$1,000,000 / \$50,000 policy with Rivington for \$10,350.00 effective 8/7/2025. To bind, we would need:

- 1.) Your confirmation to do so.
- 2.) Signed TRIA form (Page 9 of document "Rivington 2025 Quote V2")
- 3.) Most Recent UST Tank Tightness Test Results (ATG system Continuous Statistical Leak Detection (CSLD) tapes acceptable) We have the most recent attached but would need new ones in July or August.

Please let me know if you have any questions. Thank you!

Justin Gallo, CPIA

Manager

Public Entity Account Executive

777 Terrace Avenue, Suite 309

Hasbrouck Heights, NJ 07604

Email: JGallo@polarisgalaxy.com

Direct: 551-345-9062

Mobile: 201-914-2092



Polaris Galaxy Group

Public Entity Information & P.E. Management



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City of Clifton - UST Renewal
8/7/2025-8/7/2026

	Rivington Expiring Quote 2024 \$1MIL Limits	Rivington Expiring Quote 2025 \$1MIL Limits	Ironshore \$1MIL Limits	Great American DENIED	Axon
Covered Location Pollution Liability Per Pollution Condition	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Covered Location Pollution Liability Aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
DEDUCTIBLE	\$50,000 All Tanks	\$50,000 All Tanks	\$25,000	\$50,000	\$25,000
			\$500k on UST Events		
Claims Expense	\$1,000,000	\$1,000,000	\$250,000		
Renewal Premium	\$10,350.00	\$10,350.00	\$12,891.48	\$20,000-\$25,000	\$31,000 + Tax & Fees
Includes Surcharges/Assessments/Taxes					
				Cannot consider both tanks.	
				900 Clifton is too old for standards.	
				Would have to put two policies in place	

ITEM NUMBER: R 287-25

ITEM NAME: Resolution Authorizing Supplemental Funds for Professional Services to Diffrancesco, Bateman, Coley, Yospin, Kunzman, Davis, Lehrer & Flaum, P.C. in Connection with Labor Counsel Services

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
	resolution	5/29/2025	Cover Memo

RESOLUTION AUTHORIZING SUPPLEMENTAL FUNDS FOR PROFESSIONAL SERVICES TO DIFRANCESCO, BATEMAN, COLEY, YOSPIN, KUNZMAN, DAVIS, LEHRER & FLAUM, P.C. IN CONNECTION WITH LABOR COUNSEL SERVICES

WHEREAS, on August 7, 2024, a professional services contract for Labor Counsel services was awarded to DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis, Lehrer & Flaum, P.C., from August 8, 2024 through August 7, 2025; and

WHEREAS, the authorized amount under the contract for said services was not to exceed \$135,000.00 for the contract term without the adoption of a supplemental resolution; and

WHEREAS, supplemental funds were authorized in April, with a total not to exceed amount of \$165,000 for the contract term without the adoption of a supplemental resolution; and

WHEREAS, DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis, Lehrer & Flaum, P.C. has provided satisfactory labor counsel services to the City of Clifton and, due to greatly enhanced activity, it is projected that the fee for said services will exceed the authorized amount of \$165,000.00; and

WHEREAS, supplemental funding in the amount of an additional \$25,000 for a total not to exceed \$190,000 will be required through the conclusion of the investigation:

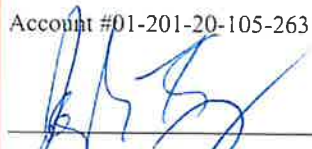
NOW, THEREFORE, BE IT RESOLVED, that supplemental funding in the amount of an additional not to exceed \$25,000 for a total not to exceed \$190,000 for labor counsel services through August 7, 2025, by DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis, Lehrer & Flaum, P.C., is authorized and approved.

CERTIFICATION OF FUNDS:

FUNDS ARE AVAILABLE IN

Account Personnel Office Legal Fees

Account #01-201-20-105-263


JOSEPH KUNZ, CFO

Date:

5/29/2025

Pending Adoption
of 2025
Municipal Budget

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 288-25

ITEM NAME: Resolution Authorization Additional Funding to Laddey, Clark & Ryan, LLP to Handel Independent Investigation Services in Connection with Complaints Brought Under the City's Policy Prohibiting Sexual Harassment and Discrimination Involving Employees of the City of Clifton

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	resolution	5/29/2025	Cover Memo

**RESOLUTION AUTHORIZING ADDITIONAL FUNDING TO LADDEY, CLARK &
RYAN LLP TO HANDLE INDEPENDENT INVESTIGATION SERVICES IN
CONNECTION WITH COMPLAINTS BROUGHT UNDER THE CITY'S POLICY
PROHIBITING SEXUAL HARASSMENT AND DISCRIMINATION INVOLVING
EMPLOYEES OF THE CITY OF CLIFTON**

WHEREAS, the City of Clifton appointed Laddey, Clark & Ryan LLP, of 60 Blue Heron Road, Suite 300, Sparta, New Jersey, through a fair and open process in accordance with *N.J.S.A. 19:44-A-20.5* to provide legal services concerning complaints brought under the City's policy prohibiting sexual harassment and discrimination involving employees of the City of Clifton at the rate of \$200.00 per hour for partners and \$175.00 per hour for associates, not to exceed \$5,000.00 for the term of the contract, one year starting from June 5, 2024; and

WHEREAS, additional funding is required in order to ensure that said complaints are investigated in a timely manner; and

WHEREAS, the services to be performed are professional and/or extraordinary unspecifiable services, within the meaning of those terms as used in the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, and, accordingly, a contract may be awarded therefor without public advertising for bids and bidding in accordance with *N.J.S.A. 40A:11-5*; and

WHEREAS, the estimated value of the contract (in combination with other matters) shall be increased from \$35,000.00 to a total of \$65,000.00 for the term; and

WHEREAS, the Business Entity Disclosure Certification has been received from counsel and is incorporated in the contract awarded hereby, along with the Determination of Value; and

WHEREAS, there are funds available for the payment of the aforesaid services;

NOW, THEREFORE, BE IT RESOLVED, that:

An amendment to the contract for professional legal services for outside counsel to conduct independent investigations for complaints brought under the City's policy prohibiting sexual harassment and discrimination involving employees of the City of Clifton, in the form as approved by the Clifton Law Department, to Laddey, Clark & Ryan LLP, effective June 5, 2024 through June 4, 2025, the rate to be paid for said services is \$200.00 per hour for partners and \$175.00 per hour for associates, not to exceed \$65,000.00 for the term of the contract without the express approval of the Municipal Council and adoption of a supplementary resolution is hereby authorized.

The required Certificate of Availability of Funds for the above contract has been obtained from the Chief Financial Officer of the City of Clifton.

The Mayor and City Clerk are authorized and directed to execute an amended contract on behalf of the City of Clifton.

The original of this resolution and the contract in question shall be placed on file and made available for public inspection in the City Clerk's Office of the City of Clifton.

The following short notice be printed once in a legal newspaper of the City of Clifton:

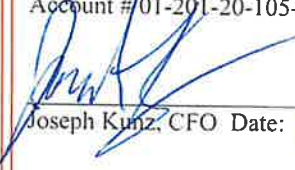
**CITY OF CLIFTON
NOTICE OF CONTRACT AWARDED**

The City of Clifton has awarded a professional services contract without competitive bidding pursuant to *N.J.S.A. 40A:11-5(1)(a)*. This contract and the resolution authorizing it are available for public inspection in the Office of the City Clerk.

Awarded to: Laddey, Clark & Ryan, LLP
Services: Independent Investigations
Project: Claims involving employees under the City's policy prohibiting sexual harassment and discrimination
Amount: \$200.00 per hour for partners and \$175.00 for associates, not to exceed \$65,000.00 for the contract term
Term: June 5, 2024 through June 4, 2025

Adopted: June 3, 2025
Kathleen Tolosi, City Clerk

Certification of Funds: *Pending Adoption of 2025 Budget.*
Funds Are Available in
Account Personnel - Legal Fees
Account # 01-201-20-105-320


Joseph Kunz, CFO Date: *5/25/2025*

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 289-25

ITEM NAME: Resolution Authorizing Request for Proposals for Outside Labor Counsel for the City of Clifton for the Term August 7, 2025 - August 6, 2026

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
☐	resolution	5/29/2025	Cover Memo

**RESOLUTION AUTHORIZING REQUEST FOR PROPOSALS FOR OUTSIDE
LABOR COUNSEL FOR THE CITY OF CLIFTON
FOR THE TERM AUGUST 7, 2025 – AUGUST 6, 2026**

WHEREAS, in accordance with *N.J.S.A. 40A:11-4-1*, local contracting units may procure outside legal counsel through requests for proposals; and

WHEREAS, the City of Clifton requires outside counsel for Labor Counsel; and

WHEREAS, the Purchasing Agent of the City of Clifton shall prepare Requests for Proposals for said services,

NOW THEREFORE, 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 outside labor counsel services for the term of August 7, 2025 – August 6, 2026.

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 290-25

ITEM NAME: Resolution Approving Developer Agreement Between the City of Clifton and 1607-1617 Main Ave., LLC

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	Resolution	5/27/2025	Cover Memo

**RESOLUTION APPROVING DEVELOPER AGREEMENT BETWEEN
THE CITY OF CLIFTON AND 1607-1617 MAIN AVE., LLC**

BE IT RESOLVED, that a Developer Agreement between the City of Clifton and 1607-1617 Maiv Ave., LLC, the Developer of Block 9.09, Lots 9 & 11, 1607-1617 Main Avenue, 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: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 291-25

ITEM NAME: Resolution for Appointment to the Holiday Committee
RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description		Upload Date	Type
	resolution	5/28/2025	Cover Memo

**RESOLUTION FOR APPOINTMENT TO THE
HOLIDAY COMMITTEE**

WHEREAS, the Mayor and Council of the City of Clifton, County of Passaic, State of New Jersey are in receipt of an application from Tarek Alnatur to become a Member of the Holiday 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 Tarek Alnatur is hereby appointed as a Member of the Holiday Committee commencing this day.

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 292-25

ITEM NAME: Resolution for Appointment to Clifton Arts Center & Sculpture Committee

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
 resolution	5/20/2025	Cover Memo

CITY OF CLIFTON
RESOLUTION FOR APPOINTMENT TO
ARTS & SCULPTURE COMMITTEE

BE IT RESOLVED, by the Mayor and Municipal Council of the City of Clifton, that Thomas R. Charsky is hereby appointed as representative of Clifton Library Board on the Clifton Arts & Sculpture Committee.

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: R 293-25

ITEM NAME: Resolution of Congratulations Upon Retirement - Senior Library Assistant
Darlene Olenkewich

RECOMMENDATION:

SUMMARY:

ATTACHMENTS:

	Description	Upload Date	Type
☐	Resolution	4/22/2025	Cover Memo

**RESOLUTION OF CONGRATULATIONS UPON RETIREMENT –
SENIOR LIBRARY ASSISTANT
DARLENE OLENKEWICH**

WHEREAS, June 1, 2025, Senior Library Assistant, Darlene Olenkewich, officially retired from her position with the City of Clifton; and

WHEREAS, she was appointed as a Library Assistant on December 2, 1987 and her retirement will conclude a thirty-eight year career in service to the public and the City of Clifton; and

WHEREAS, throughout her career, she has always displayed an attitude of professionalism and dedication to duty; and

WHEREAS, she has been a credit to the City of Clifton during all this time, and this Governing Body wishes to acknowledge her long-time service to the City;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Members of the Municipal Council of the City of Clifton do hereby extend to

**SENIOR LIBRARY ASSISTANT
DARLENE OLENKEWICH**

their sincere congratulations and thanks for a job well done, as well as their best wishes for continued good health, peace and happiness in her retirement; and

BE IT FURTHER RESOLVED, that this resolution be spread upon the minutes of this meeting, and a copy thereof presented to **DARLENE OLENKEWICH**.

Adopted: June 3, 2025

Kathleen Tolosi, City Clerk

ITEM NUMBER: L- 1

ITEM NAME: Gash's Catering
RECOMMENDATION:

SUMMARY:
Khaled Albalouch
t/a Gash's Catering
City Wide Zone
Preliminary Approval
Food Vending Vehicle/Milk - continued use

<u>ATTACHMENTS:</u>		
Description	Upload Date	Type
☐ Gash's Catering - Preliminary Res	5/28/2025	Cover Memo

RESOLUTION FOR PRELIMINARY APPROVAL

FOR KHALED ALBALOUCH

T/A GASH'S CATERING

ADDRESS CITY WIDE ZONE

TYPE OF FOOD ESTABLISHMENT INTENDED FOOD VENDING VEHICLE - CONTINUED USE

FORMERLY OR NEW GASH'S CATERING

ZONE NOT REQUIRED

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: Tacos Matamoros Restaurant
RECOMMENDATION:

SUMMARY:
Tacos Matamoros Restaurant, LLC
t/a Tacos Matamoros Restaurant
227 Dayton Ave., Clifton, NJ 07011
Preliminary Approval
Restaurant - new

ATTACHMENTS:

Description	Upload Date	Type
☐ Tacos Matamoros Restaurant - Preliminary Res	5/28/2025	Cover Memo

RESOLUTION FOR PRELIMINARY APPROVAL

FOR TACOS MATAMOROS RESTAURANT LLC

T/A TACOS MATAMOROS RESTAURANT

ADDRESS 227 DAYTON AVE CLIFTON, NJ 07011

TYPE OF FOOD ESTABLISHMENT INTENDED RESTAURANT

FORMERLY OR NEW NEW

ZONE PD-1

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

