CITY OF CLIFTON
CITY COUNCIL
SPECIAL BUDGET MEETING AGENDA
JULY 7, 2025 @ 6:30PM

Adequate notice of this meeting has been provided by the Special Meeting Notice which was published as a legal advertisement in the Herald News on June 25, 2025. Further notice of this meeting was given prior to the meeting by posting said notice on the bulletin board at City Hall and on the City of Clifton website, which notice stated that formal action may or may not be taken on the matters to come before the Municipal Council.

1. CALL TO ORDER

2. FLAG SALUTE

3. ACTION ITEMS

A-1 Authorization to Approve Resolution Providing for the Combination of Certain Issues of General Improvement Bonds, Series 2025, of the City of Clifton, in the County of Passaic, New Jersey, Into a Single Issue of Bonds Aggregating $19,340,000 in Principal Amount (R356-25)

A-2 Authorization to Approve Resolution Determining the Form and Other Details of $19,340,000 General Improvement Bonds, Series 2025, of the City of Clifton, in the County of Passaic, New Jersey, and Providing for Their Sale (R357-25)

A-3 Authorization to Award a Professional Services Contract to Standard & Poor's Financial Services, LLC for Analytical Services in Conjunction with 2025 Bond Sale City of Clifton (R358-25)

A-4 Authorization to Approve Permission for the Dedication by Rider for Uniform Construction Code Fees (R359-25)

A-5 Authorization to Approve a Flag Raising for Disability Pride Month on Saturday, July 12, 2025 at 1:00pm-3:00pm

4. DISCUSSION ITEMS

D-1 2025 Municipal Budget

5. RESOLUTIONS

R356-25 Resolution Providing for the Combination of Certain Issues of General Improvement Bonds, Series 2025, of the City of Clifton, in the County of Passaic, New Jersey, Into a Single Issue of Bonds Aggregating $19,340,000 in Principal Amount

R357-25 Resolution Determining the Form and Other Details of $19,340,000 General Improvement Bonds, Series 2025, of the City of Clifton, in the County of Passaic, New Jersey, and Providing for Their Sale

R358-25 Resolution Awarding a Professional Services Contract to Standard & Poor's Financial Services, LLC for Analytical Services in Conjunction with 2025 Bond Sale City of Clifton

R359-25 Resolution Requesting Permission for the Dedication by Rider for Uniform Construction Code Fees

6. FLOOR TO MEMBERS OF THE PUBLIC

7. ADJOURNMENT

A-1 + A-2

To: Dominick Villano, City Manager

CC: Mayor and City Council

On the Agenda this evening is a Resolution to approve the City's Professionals to move forward with renewing the City's current 2024A BAN for $10,000,000. The BAN comes due and needs to be renewed.

These funds are to pay for capital projects that have already been approved by City Council.

The City separated our two BANS and now is time to renew the first BAN (2024A). The second BAN, 2024B will have to be refinanced later this year with permanent financing.

The City is projecting a Bond Sale in July 2025 to permanently finance these two loans.

I should also note that this is the first time the City's new Bond Counsel is being used.

Respectfully, submitted,

Joseph Kunz, Chief Financial Officer

A-3

Dawn Lemma
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55 Water Street
New York, NY 10041-0003
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Issue No.: 1864948
Obligor ID : 4313

S&P Global
Ratings

July 2, 2025

City of Clifton
900 Clifton Avenue
Department of Finance
Clifton, NJ 07013
Attention: Joseph Kunz, Chief Financial Officer

Re: ***US$19,340,000 Clifton, New Jersey, General Obligation Bonds, Series 2025, dated: Date of delivery, due: August 15, 2036, Public***
US$10,654,161 Clifton, New Jersey, General Obligation Bond Anticipation Notes, Series 2025, dated: Date of delivery, due: August 27, 2026, Public

Dear Joseph Kunz

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

Rating Fee. You agree to pay us a credit rating fee of **$30,500** plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

Other Fees and Expenses. You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

Termination of Engagement. This engagement may be terminated by either party at any time upon written notice to the other party.

2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private rating under this Agreement, S&P Global Ratings will make such rating and related report available through a password-protected website or third-party private document exchange (or, if the password-protected website or third-party private document exchange is unavailable, by email) to a limited number of third parties you identify, and you agree not to disclose such rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as a "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of $10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third parties authorized to access the private rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private rating subject to certain terms and conditions, and disclose to market participants, including by publishing on its public website, the fact that the rated entity or obligations (as applicable) has been assigned a private rating.

3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7 (a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

Please feel free to contact Dawn Lemma at dawn.lemma-ende@spglobal.com if you have any questions or suggestions about our fee policies. In addition, please visit our web site at www.standardandpoors.com for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,

By : Anthony Ivancich

Name: Anthony Ivancich

Title: Interim Commercial Head of Public & Sovereign-North America
dl

cc:

Danielle Marino, Senior Associate
Phoenix Advisors, LLC

S&P Global Ratings - Data Protection Appendix to Terms and Conditions

1. **This Appendix:** This Data Protection Appendix ("**Appendix**") is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the "**Agreement**") between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data", "processing", "process", "special categories of personal data", "joint controller" and analogous or equivalent terms shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

"Analytical Data" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

"Applicable Data Protection Law" shall mean, as applicable, the **EU General Data Protection Regulation (Regulation 2016/679)** (as may be amended, superseded or replaced) (**"GDPR"**) and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practice of other countries;

"Client Data" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

"Controller-to-Controller Standard Contractual Clauses" means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on 4 June 2021) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (a copy of the current version of which is accessible at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj), as completed in the form available at: https://www.spglobal.com/_assets/documents/ratings/ratings_scc_controller_to_controller_final.pdf, and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the **"Data Exporter"** and S&P Global Ratings is the **"Data Importer"**;

"Data" means Analytical Data and Client Data;

"Destination Jurisdiction" means a jurisdiction in respect of which additional safeguards are required under Applicable Data Protection Law of the Origin Jurisdiction in order lawfully to transfer personal data overseas to that jurisdiction;

"Origin Jurisdiction" means any jurisdiction that requires additional safeguards in order to lawfully transfer personal data to a Destination Jurisdiction, including but not limited to the following jurisdictions: a jurisdiction within the European Economic Area, the United Kingdom, Switzerland or Dubai International Financial Centre;

"Permitted Purpose" means processing in accordance with Applicable Data Protection Law:

(A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the "**Services**") to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;

(B) of personal data by you to access and use the Services;

"Restricted Transfer" means a transfer of personal data (including making personal data available by remote access or otherwise) in respect of which additional safeguards are required under Applicable Data Protection Law in order to lawfully transfer that personal data, such as a transfer of Data from within an Origin Jurisdiction, or that is otherwise subject to Applicable Data Protection Law of an Origin Jurisdiction, to a Destination Jurisdiction;

"Standard Contractual Clauses" means the relevant standard contractual clauses as set forth at https://www.spglobal.com/_assets/documents/ratings/scc_landing_page.pdf; and

"UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the United Kingdom Information Commissioner's Office under S119A(1) Data Protection Act 2018, effective March 21, 2022, completed in the form available at https://www.spglobal.com/_assets/documents/ratings/uk_addendum_for_client_agreements.pdf.

3. **Disclosure of data:** Each party will only disclose personal data to each other to process strictly for the Permitted Purpose. You confirm that you are entitled to provide Data to S&P Global Ratings for the Permitted Purpose, including obtaining data subject consent where required by Applicable Data Protection Law.

4. **Relationship of the parties:** Except as may be specifically otherwise agreed, the parties acknowledge that you are a **controller** of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at https://www.spglobal.com/corporate-privacy-policy) and Cookie Notice (available at https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice) for further information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

5. **Notifications:** Where required by applicable law, each party ("**Notifier**") will inform the other promptly after any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred by the other party to the Notifier under this Appendix which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.

6. **Use and Restrictions on Use:** Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.

7. **Security:** The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.

8. **International Transfer of Data:**

8.1 This Clause 8 and the relevant Standard Contractual Clauses, as modified by the UK Addendum where required by Applicable Data Protection Law, shall apply only with respect to Data transferred from or relating to residents of an Origin Jurisdiction to S&P Global Ratings and its affiliates in a Destination Jurisdiction.

8.2 S&P Global Ratings may process (or permit to be processed) any Data in any jurisdiction (including any Destination Jurisdiction) or receive and make Restricted Transfers in relation to any Data provided that it does so in accordance with Applicable Data Protection Law.

8.3 To the extent required under Applicable Data Protection Law, the relevant Standard Contractual Clauses (as set forth at https://www.spglobal.com/_assets/documents/ratings/scc_landing_page.pdf) shall: (i) apply, to the extent required by Applicable Data Protection Law, to Restricted Transfers by you (as Data Exporter) to S&P Global Ratings (as Data Importer); (ii) be deemed to be populated with your details as set out in the Agreement; (iii) be incorporated into and made a part of this Appendix; and (iv) be deemed to be executed by you executing the Agreement.

8.4 To the extent that the Controller-to-Controller Standard Contractual Clauses apply between S&P Global Ratings and you:

(a) Where the Origin Jurisdiction is not within the European Economic Area, the Controller-to-Controller Standard Contractual Clauses shall be construed in light of the equivalent provisions of relevant Applicable Data Protection Law of the Origin Jurisdiction insofar as Applicable Data Protection Law requires, and in particular references within the Controller-to-Controller Standard Contractual Clauses: (i) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Applicable Data Protection Law of the Origin Jurisdiction; (ii) to Member States and the Union shall be read as being references to the relevant Origin Jurisdiction; and (iii) to third countries shall be read as being references to the relevant Destination Jurisdiction, in each case as the context requires and (iv) shall be interpreted as modified by the UK Addendum where required by Applicable Data Protection Law;

(b) Each party shall perform its obligations under the Standard Contractual Clauses at its own cost; and

(c) If the Controller-to-Controller Standard Contractual Clauses are amended or replaced, the parties agree to take steps to put in place any amended or replacement version between them, as required by Applicable Data Protection Law.

8.5 To the extent permissible by law, the terms of the Agreement and this Appendix, including without limitation in relation to the parties' liability to each other, shall also apply in relation to the Standard Contractual Clauses.

9. **Survival:** This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with

the requirements of this Appendix and Applicable Data Protection Law.

A-4

City of Clifton
Building Department

Ciaurro, Brian
Assistant Construction Official

900 Clifton Ave.
Clifton, NJ 07013
973-470-5816
bciaurro@cliftonnj.org

City Council & Administration

October 13, 2023

Re: Rescinding of Dedication by Rider at January 21, 2025 Council Meeting

To Whom It May Concern,

As you are aware, at the December 17th, 2024 City Council Meeting, the building departments concerns in regard to our budget and excess revenue exceeding our budget expenses, was heard. We explained that the current system in which the city absorbs the excess funds into the general fund at the end of every year is not allowed by state law and in direct violation of the NJ Uniform Construction Code as well as ignoring the LFN 2020-27 Local Finance Notice published by the Department of Community Affairs. At that council meeting, the council granted our dedication by rider complying with state code.

At the January 21st, 2025 City Council meeting, the issue was brought back up and re-voted on because one of the council members "slept on it" and wanted to change his vote. The result of this re-vote was to rescind the Dedication by Rider and retract our documents submitted to the state. By doing this, the council knowingly decided to violate state law and continue the commingling and misappropriation of funds which in NJ is a crime.

Because of this decision, it inspired us to contact the NJ DCA and OPRA all of the expense records related to the building department. In conversation with Chris Ferrara, the head of the DCA Investigative Team, we compared reported salary data and expenses. He informed us that the salaries were being illegally inflated and told us he will come in if we request for a "desk audit". We chose not to pull the trigger on this investigation and to come to council one more time to get these reports and budgetary issues repaired internally to avoid incurring substantial monetary fines which the DCA will impose on the city.

A few questions that the council had asked, that I was not given an opportunity to explain were as follows:

Why Now? Why should we do this budget by rider now? The answer to that is simply we are now aware of the issues. I did not have knowledge about these issues in the past, but now we are aware. By ignoring the issues I am aware of makes me just as guilty as the administration that is creating the issue.

Why cant we just do things the way we have been doing it, Option 1 from the LFN 2020-27 ? The reason we can not continue our accounting they way we have been doing it is because we (the building department) generates more money then we spend leaving an overage at the end of the year. The ONLY legal way to handle the excess in funds is to have a rider budget dedicated to the building department. This overage can not just be absorbed by the general fund.

Additionally we have approached council regarding salary increases. We have submitted a study of other municipalities and clearly shown how our licensed experienced inspectors and Technical Assistants are severely underpaid having not seen salary increases in known history. We have our Electrical Sub Code Official retiring this summer and no applicants due to the ridiculously low wages offered. In a city like ours we want to attract talented hard working experienced inspectors and the current rates will not achieve that.

We ask that you please reconsider the Budget By Rider so our Construction Official can repair our department and make us compliant with state law. If you decide against it again, we will have no choice but to bring the DCA in to investigate and impose fines.

Sincerely,

Ciaurro, Brian

new jersey dca
department of community affairs people.places.progress
division of local government services dlgs

LFN 2017-15

August 11, 2017

Local Finance Notice

Chris Christie, *Governor* | Kim Guadagno, *Lt. Governor* | Charles A. Richman, *Commissioner* | Timothy J. Cunningham, *Director*

Contact Information

Director's Office
V. 609.292.6613
F. 609.633.6243

Legislative and Regulatory Affairs
V. 609.292.6110
F. 609.633.6243

Financial Regulation and Assistance
V. 609.292.4806
F. 609.984.7388

Local Finance Board
V. 609.292.0479
F. 609.633.6243

Mail and Delivery
101 South Broad St.
PO Box 803
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Web: www.nj.gov/dca/divisions/dlgs
E-mail: dlgs@dca.nj.gov

Distribution

Chief Financial Officers
UCC Code Officials
Municipal Clerks
Freeholder Board Clerks
Auditors

Dedication of Revenue: Fees for Uniform Construction Code Enforcement

The Department of Community Affairs has become aware of instances where municipal construction code enforcement offices are consistently earning revenue well in excess of the offices' operating costs. This Notice, issued jointly by the Division of Local Government Services and the Division of Codes and Standards, reminds municipalities with construction code enforcement offices of fee limitations set forth in State law and how fee proceeds must be budgeted and accounted for. The within guidance also applies to any county that operates a construction code enforcement agency.

Expenses that Construction Code Fees Can Cover

N.J.S.A. 52:27D-126a limits municipal fees for plan review, certificates of occupancy and issuance of construction, demolition, moving of building, elevator, and sign permits to only the level necessary to satisfy the enforcement agency's annual operating costs. Regulations promulgated by the Commissioner of DCA, specifically N.J.A.C. 5:23-4.17 and 4.18, set forth detailed parameters governing municipal construction code fees.

The fee schedule set by municipal ordinance must be calculated to reasonably cover the municipal costs of enforcing the regulations, and shall be reviewed against the revenues and expenditures listed in the Uniform Construction Code Annual Report along with the accompanying recommendation from the construction code official on whether changes to the fee schedule are necessary.

Subsection (c) of N.J.A.C. 5:23-4.17 strictly limits which costs can be utilized in calculating construction code enforcement fees. Those costs set forth in detail under Appendix "A".

Please note that indirect and overhead expenses charged to construction code fee revenues shall not exceed 12 percent of all other costs of the enforcing agency unless the indirect and overhead expenses of the municipality exceed 12 percent of the entire municipal budget, in which case indirect and overhead expense may be charged to construction code fee revenues in proportion to the general municipal overhead and expense ratio. A detailed written justification for any charge for indirect and overhead expenses in excess of 12 percent must be prepared and made available for inspection both by the Department of Community Affairs and by the public.

If the municipality deposits UCC fee revenue into a trust fund ("dedication by rider"), fees may be set at such a level so as to accumulate a reasonable level of funds for offsetting future code enforcement expenses. It is recommended that a three-year average be used for projecting a "reasonable" level of future expenses. See the "Budgeting and Accounting" section below for further discussion on dedicating construction code fee revenue.

Subsection (d) of N.J.A.C. 5:23-4.17 governs fees for development-wide inspection of homes after issuance of a certificate of occupancy. Municipal construction code enforcement fees are subject to further standards which are detailed in N.J.A.C. 5:23-4.18.

Treatment of Fees in Shared Services or Third-Party Vendor Context

When construction code enforcement is provided under a shared services agreement, one uniform fee schedule shall be applied by all parties to the agreement. Said fee shall be collected by the enforcing agency performing the administration and enforcement of the regulations, with no additional fee required to be paid by an applicant to any municipality or county. The enforcing agency shall maintain financial records showing for each municipality the amounts of money collected and expended.

In instances where private on-site inspection and plan review agencies carry out all of the enforcement responsibilities of the local code enforcement agency, fees cannot exceed the contracted amount the municipality must pay the third-party vendor(s) except to cover additional overhead and other operational costs incurred by the municipality in connection with the administration of code enforcement activities. In instances where private on-site inspection and plan review agencies carry out a portion of the enforcement responsibilities of the local code enforcement agency for one or more disciplines, fee revenue cannot exceed the contracted amount the municipality must pay the third-party vendor(s) and the costs incurred by the municipality in carrying out its enforcement responsibilities as allowed pursuant to N.J.A.C. 5:23-4.17 and as described in this LFN.

Budgeting and Accounting for Construction Code Fees

Revenue earned from construction code enforcement fees must be dedicated to enforcing the UCC. Municipalities can dedicate fee revenue in either one of two ways.

The first method, set forth in N.J.S.A. 40A:4-36, is to state fee revenues in a separate section of the budget according to their respective sources together with the appropriations for the purposes to which such revenues are applicable; with the total of anticipated revenues equaling the total of appropriations. Under this method, current year revenue cannot exceed prior year realized revenue absent documentation supporting the disparity (e.g. amended ordinance to increase fees, substantial increase in the number of inspections).

CAN NO do This Method due To excess Revenue.

The second method of dedicating UCC fee revenue is to utilize a "dedication by rider" (i.e. a trust fund) pursuant to N.J.S.A. 40A:4-39. A dedication by rider must be used if the municipality wishes to accumulate funds at a reasonable level for offsetting future code enforcement expenses.

Most Do This All UCC 5:23

Municipalities with code enforcement offices should ensure they are sufficiently staffed to handle their duties. Although municipalities are not prohibited from using general fund to pay the costs of UCC enforcement when fee revenues are insufficient to cover costs, or when necessary to compensate for work done without fee pursuant to statute or ordinance, municipalities are expected to set fees at a level sufficient to cover the costs of their construction code offices.

The appropriation and expenditure of construction code fee revenues shall be tested annually for compliance with N.J.A.C. 5:23-4.17 as part of the municipal audit. As is the case for municipal court and dog license revenues, a separate dedicated report shall be included with the annual audit; CFOs shall be responsible for providing their auditors with all information necessary to complete the report. This UCC Enforcement Fee Report shall be included with all municipal audits starting with the 2017 audit (SFY2018 audit for municipalities on a State Fiscal Year budget cycle). Guidance will be forthcoming on how the dedicated report is to be incorporated into the upcoming electronic audit submission process (the FAST system).

By no later than March 1 each year (September 1 for SFY municipalities), the Department of Community Affairs will notify a municipality whether they are required to perform further sample testing of the supporting expenditures for all direct and indirect expenses allocated to the Construction Department. This testing should provide support to validate the appropriateness of the charges as they relate to compliance with N.J.A.C. 5:23-4.17, namely that all expenditures of construction code fees have been made for purposes permitted under the regulation. The outcome of said testing shall be specifically reflected as a separate opinion contained in an addendum to the annual Audit. The CFO is responsible for providing the auditor with all necessary supplemental supporting information.

Approved: Timothy J. Cunningham, Director, Division of Local Government Services
Edward M. Smith, Director, Division of Codes and Standards

Document	Internet Address
Subchapter 4 of N.J.A.C. 5:23	http://www.nj.gov/dca/divisions/codes/codreg/pdf_regs/njac_5_23_4.pdf
UCC Annual Report (pdf)	http://www.nj.gov/dca/divisions/dlgs/resources/fa_docs/UCC%20Annual%20Report%20Online.pdf
UCC Annual Report Login	http://fs2.formsite.com/njdca/uccrpt/form_login.html
UCC Report (Annual Audit)	http://www.nj.gov/dca/divisions/dlgs/resources/fa_docs/UCC%20Annual%20Audit%20Report.docx

APPENDIX
Calculating UCC Enforcement Fees – Permissible Costs under N.J.A.C. 5:23-4.17

- Salaries and employee benefits for licensed code enforcement officials and inspectors and clerical personnel assigned to the enforcing agency[1], in an amount proportionate to the time spent in performing work for the enforcing agency. Detailed time records must be kept where employees divide their time between Uniform Construction Code and Non-Uniform Construction Code duties.

- Cost of motor vehicles in an amount proportionate to their use by or for the enforcing agency. Payments for this purpose may be in the form of
    - mileage reimbursement paid to employees for use of their own motor vehicles
    - cost of purchase of motor vehicles by the municipality for the exclusive use of the enforcing agency (which cost may not be amortized)
    - depreciation and operating expenses of motor vehicles made available to the enforcing agency by another municipal agency, and
    - cost of rental of motor vehicles for use by the enforcing agency

- Direct costs in support of the agency such as equipment, supplies, furniture, office equipment maintenance, standardized forms, printing, and safety equipment that are supplied directly to the enforcing agency for its sole use

- Professional expenses of enforcing agency personnel that are directly related to the enforcement of the regulations, including publications, membership dues, license fees, and authorized travel to conferences, meetings and seminars

- Fees for services performed under contract by private on-site inspection agencies

- Documented charges for legal services connected to construction code enforcement litigation

- Fees for the annual audit of the dedicated fund by an independent auditor

- Indirect, overhead, and other expenses of the municipality in support of the enforcing agency, including:
    - Legislative and Executive expenses (e.g. administrative warrants; appeals to construction board of appeals)
    - Administration, including personnel, payroll, and general training services provided to the agency in common with all other municipal offices;
    - Central services shared jointly with other municipal offices, such as telephone, reproduction, centralized computer services, etc.;
    - Insurance except for group insurance premiums under employer fringe benefits;
    - General building maintenance expenses;
    - Finance, including bookkeeping, purchasing, and auditing;
    - Office space expenses, including rent or interest and debt service on municipal capital facilities; and
    - Such other expenses as may be properly allocable to construction code enforcement.

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[1] Please note that all references to the "enforcing agency" pertain to the department, division, or office of the municipality that effectuates code enforcement responsibilities (including entities that provide code enforcement through a shared service agreement or as a private third-party provider), and not the municipality as a whole.

Submitted for
Dec. 17 Council meeting

Attn Administration and Council :

As you may be aware, the Building Department is essentially an agency of the State of New Jersey and it exists to enforce the rules of the State Uniform Construction Code (UCC). The Uniform Construction Code was created by the State in 1975 with the intent of ensuring public health and safety at the same time promoting economic growth and affordable construction. Each municipality within the state is required to employ a building department to serve its community. The building department is not to be paid for by the municipal general fund, but rather be self-supporting, generating its revenue from permit fees primarily. The Construction Official is responsible for determining the permit fees, based on the needs of his department, ensuring that all permits are reviewed, issued, and inspected in a timely manner and issuing the appropriate certificate upon completion. With the exception of an appropriate buffer of funds for the following year, it should not generate a profit.

For many years, possibly from the inception of our Building Department, the departments budget, and the funds collected were not and are not under the control of the Construction Official as dictated by NJAC 5:23-4.17 which is a direct violation of this law. This blatant transgression has created challenges with the appropriate staffing of the department. We have been forced to employ Part Time sub code officials and inspectors because the current pay rates dictated by the city are not equivalent or even close to proportional to other municipalities. We have part time inspectors that have not seen a raise, in one case almost 20 years with us. We need to correct these staffing issues amongst many other budgetary challenges we are presented with very often.

In Clifton, the monies generated by the building department are absorbed by the general fund at the end of each year which is a direct violation of the Uniform Construction Code Act. This deliberate commingling and misappropriation of funds must end. The revenue collected by the Building Department belongs to that department exclusively and is not subject to the rulings of the City Council. Those funds are subject solely to the Construction Officials' discretion. Currently, we have neighboring towns being the subject of State Investigations for the exact same incorrect procedures we are committing here in our city. We don't want to be next, and we, as the responsible Officials must ensure procedures within our agency are being carried out correctly. We sign our name to the budget each year and can no longer do so as these violations have come to light. Please, lets work together on these issues as I have outlined above and get our department on right and legal path. The building department must have its own budget by rider, managed primarily but the Construction Official. The DCA has been notified of our current situation and is awaiting the outcome of these discussions.

Thank You

Brian Ciaurro – Assistant Construction Official

Ernest Tedesco – Construction Official

City of Clifton

Thank you. Your form has been successfully submitted.

Please print this page, sign and fax or mail to the address below.

UNIFORM CONSTRUCTION CODE ANNUAL REPORT
New Jersey Department of Community Affairs
Division of Codes and Standards

Municipality/County:
Budget Year Type: Calendar (1/1 thru 12/31) **Budget Year:** 2024

REVENUES		
Uniform Construction Code Fees	1787109.00	
Penalties	210150.00	
Income: UCC Interlocal	0.00	
TOTAL REVENUES	1997259.00	

EXPENDITURES		
Salary & Wages	1084418.21	$862,887.30 Unverified
Fringe Benefits	760329.77	
Other Expenses	134794.45	$81,729.61
Payments to Interlocal Agencies	0.00	
Payments to Private Agencies	0.00	
Indirect Costs	16175.33	What is This - Need Report
TOTAL EXPENDITURES	1995717.76	

Private Agencies In Receipt of Payments:
None

RIDER DEDICATION (N.J.S.A. 40A:4-39)
No Rider Dedication Trust Fund
Opening Balance in Trust Fund
Revenues Received in Trust Fund
Expenses from Trust Fund
Closing Balance in Trust Fund

EXEMPT FEES	
By State law (see N.J.S. 52:27D-126c)	0.00
By Municipality (see N.J.S. 52:27D-126b)	0.00

CERTIFICATION
The undersigned municipal officials hereby certify that the financial information provided in this report fairly and accurately reflects Uniform Construction Code revenues and expenses for the year.

Chief Financial Officer: [signature]
Signature

Construction Official: [signature]
Signature

Joseph D Kunz N-0566
Chief Financial Officer
jkunz@cliftonnj.org

Ernest Tedesco 7601
Construction Code Official
etedesco@cliftonnj.org

Please fax or mail the completed and signed report to:

NJ Department of Community Affairs
Division of Codes and Standards
Office of Regulatory Affairs
Attention: UCC Annual Report
P.O. Box 818
Trenton, NJ 08625-0818
Phone: (609) 984-7768

Salaries Paid - UCC Positions Only:

Last Name First Name UCC # Salary Position Subcode Discipline(s) Inspector Discipline(s)
Agresta Frank 46355.89 Clerical
Bondonna Carolyn 012635 117581.51 Technical Assistant
Beck Vincent 011982 669.60 Fire Protection
Hart Garlasco Christopher 10828 101480.32 Building
Lordo Nicholas 008361 63207.21
Tedesco Ernest Linda 012670 101236.27 Technical Assistant
Tormey Thomas 7410 31959.71 Fire Protection 007601 176948.00 Construction Official Electrical
Christian William 010998 39244.57 Electrical
Scardigno Morris 008524 12702.36 Electrical
Crespo Juan Ciaurro Brian 011255 121194.50 Plumbing
Eubanks Robert 11499 99982.14 Plumbing
Gonzalez Maritza 012661 60898.32 Technical Assistant
Christian Amanda 011384 15114.68 Building
Esposito Felice 003282 012811 69350.02 Technical Assistant
Molina Andrew 14730.15 Clerical
Giampietro Anthony 000099 39209.77 Electrical 11762.97 Building

2023 Municipal Building Department Salary Comparisons

Municipality	Name	Annual Salary
Livingston Township		
Construction Official	Martin Chiarolanzio	$147,105
Electrical Subcode	Edwin Allmann	$101,257
Fire Subcode	William Kimmel	$110,692
Building Subcode	Yordi Mesa	$93,653
TACO	MaryAnn Apostolico	$71,522
Belleville		
Construction Official $179,224	Frank Delorenzo	
Asst CO $104,776	Chris Souza	
Building Inspector	Nicholas DeAngelis	$102,300
TACO	Corrine DeAngelo	$71,468
North Bergen		
Construction Official $157,808	Peter Hammer	
Elizabeth City		
Construction Official $124,836	Pedro Pons	
Asst CO $109,000	Alex Hechevarria	
Electrical Subcode		

Fire Subcode John Gamba
$82,786

Building Subcode Michael Firetto
$96,634

TACO Jasmine Torrez
$53,825

Head TACO Ana Alves
$84,708

Maplewood

Construction Official	Darius Pokoj	$135,000
Electrical Subcode	William Christian	$92,950 (2024)
Plumbing Subcode	Ray Keeley	$92,950 (2024)

Paramus

Construction Official	Michael O;Connell	$130,096

Robbinsville

Building Subcode	Jody Mazeall	$87,784
Plumbing Subcode	Dave Blau	$93,177

Lodi

Construction Official	Nick Melfi	$145,000

A-5

Tolosi, Kathleen

From: Ryan Powers <ryan.t.powers1@gmail.com>
Sent: Monday, June 30, 2025 1:11 PM
To: Tolosi, Kathleen
Subject: Re: Disability Pride Flag Raising

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.

We would like to request early afternoon 1-3 PM if possible.

Thank you,
Ryan Powers

> On Jun 30, 2025, at 1:04 PM, Tolosi, Kathleen <ktolosi@cliftonnj.org> wrote:
>
> I would also need to know what time if you are approved - limit is 2 hours held between 10am - 6:00pm
>
> Please let me know what time you were requesting
>
> Kathleen
>
> -----Original Message-----
> From: Ryan Powers <ryan.t.powers1@gmail.com>
> Sent: Monday, June 30, 2025 12:48 PM
> To: Tolosi, Kathleen <ktolosi@Cliftonnj.org>
> Subject: Disability Pride Flag Raising
>
>
> 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 afternoon,

>
> My name is Ryan and I am the chair of the disability committee. Our committee would like to have a flag raising for disability pride month on Saturday, July 12th. Please let me know if this could be put on as an agenda item for this week's council meeting.
>
> Thank you,
> Ryan Powers
>
> This e-mail (including all attachments) is intended for the exclusive use of the individual to whom it is addressed. This e-mail may be proprietary,confidential, privileged and exempt from disclosure under applicable law. If the reader of this e-mail is not the intended recipient or agent responsible for delivering the message to the intended recipient, the reader is hereby put on notice that any use, dissemination, distribution or copying of this communication or any of its contents is strictly prohibited. If you have received this communication in error, please immediately notify the sender by telephone or e-mail and delete the original e-mail and all copies of it from your computer system.

	Saturday, May 3 - 12:00 pm	Sunday, May 4 - 11:00 am	Sunday, June 1 - 12:00 pm	Saturday, June 14 - 11:00 am	Sunday, June 15 - 1:30 pm	Saturday, July 12 - 1:00pm	Sunday, July 13 - 11:00am	Saturday, July 19 - 2:00pm	Sunday, August 3 - 2:00	Sunday, August 10 - 1:00 pm	Thursday, August 14 - 6:30 pm	Saturday, August 16 - 2:00	Sunday, August 17 - 12:30 pm	Sunday, August 24 - 1:00 pm	Saturday, September 6 - 1:00 pm	Sunday, September 7 - 11:00 am	Saturday, September 20 - 12:00 pm	Monday, October 13 - 5:00 pm	Saturday, October 18 - 12:00	Saturday, October 25 - 2:00		
Brazilian																x						
Colombian									x													
Dominican Rep												x										
Disabilities						x																
Ecuadorian										x												
Indian													x									
Israeli		x																				
Italian																		x				
LGBT			x																			
Little Pantry																			x			
Mexican																	x					
Morocco	x										CANCELLED											
Palestinian					x																	
Pakistan											x											
NJ Peruvian							x															
Peruvian Parade								x														
Philippino				x																		
Polish																						
Puerto Rican															x							
Turkish																				x		
Ukrainian														x								

R 356-25

CITY OF CLIFTON

RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF GENERAL IMPROVEMENT BONDS, SERIES 2025, OF THE CITY OF CLIFTON, IN THE COUNTY OF PASSAIC, NEW JERSEY, INTO A SINGLE ISSUE OF BONDS AGGREGATING $19,340,000 IN PRINCIPAL AMOUNT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIFTON, IN THE COUNTY OF PASSAIC, NEW JERSEY, AS FOLLOWS:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the Bonds (as defined herein) of the City of Clifton, in the County of Passaic, New Jersey (the "City"), authorized pursuant to the bond ordinances of the City heretofore adopted and described in Section 2 hereof shall be combined into a single and combined issue of general improvement bonds in the aggregate principal amount of $19,340,000 (the "Bonds").

Section 2. The principal amount of Bonds authorized by each bond ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Bonds described by reference to the number, the improvement description and the date of adoption, and the period or average period of usefulness determined in each of the bond ordinances are respectively as follows:

Principal Amount of Bonds	Bond Ordinance Number	Description of Improvement and Date of Adoption of Bond Ordinance	Useful Life
$7,001,000	7471-18	Various 2018 capital improvements, finally adopted September 4, 2018.	12.10 years
$4,220,000	7544-19	Various 2019 capital improvements, finally adopted September 3, 2019.	12.07 years
$8,119,000	7606-20	Various 2020 capital improvements, finally adopted October 20, 2020.	11.52 years

Section 3. The following matters are hereby determined with respect to the combined issue of Bonds:

a. The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average periods of usefulness therein determined, is not less than 11.84 years.

b. The Bonds of the combined issue shall be designated "General Improvement Bonds, Series 2025" and shall mature within the average period of usefulness herein determined.

c. The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law applicable to the sale and issuance of bonds authorized by a single bond ordinance and, accordingly, may be sold with other issues of bonds.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

a. None of the Bonds described in Section 2 hereof have been sold or issued heretofore, and the several bond ordinances described in Section 2 hereof have not been rescinded and now remain in full force and effect as authorizations for the respective amounts of Bonds set opposite the descriptions of the bond ordinances in Section 2 hereof.

b. The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and are all purposes for which no deduction may be taken in any annual or supplemental debt statement.

Section 5. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES:

NAYS:

Adopted: July 7, 2025

____

Kathleen Tolosi, City Clerk

R352-25

CITY OF CLIFTON

RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF $19,340,000 GENERAL IMPROVEMENT BONDS, SERIES 2025, OF THE CITY OF CLIFTON, IN THE COUNTY OF PASSAIC, NEW JERSEY, AND PROVIDING FOR THEIR SALE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIFTON, IN THE COUNTY OF PASSAIC, NEW JERSEY, AS FOLLOWS:

Section 1. (a) The $19,340,000 General Improvement Bonds, Series 2025, of the City of Clifton, in the County of Passaic, New Jersey (the "City"), referred to and described in a resolution of the City duly adopted on July 1, 2025 and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds, Series 2025, of the City of Clifton, in the County of Passaic, New Jersey, Into a Single Issue of Bonds Aggregating $19,340,000 in Principal Amount" and the bond ordinances referred to therein, each in all respects duly approved and published as required by law, shall be issued as "General Improvement Bonds, Series 2025" (the "Bonds").

(b) The Bonds shall mature in the principal amounts on August 15 as follows:

Year	Principal Amount	Year	Principal Amount
2026	$1,205,000	2032	$1,800,000
2027	1,500,000	2033	1,875,000
2028	1,575,000	2034	1,950,000
2029	1,625,000	2035	2,000,000
2030	1,685,000	2036	2,375,000
2031	1,750,000		

(c) The actual principal amounts may be adjusted by the City, at its option, in accordance with N.J.S.A. 40A:2-26(g). Any such adjustment shall not exceed 10% of the principal for any maturity with the aggregate adjustment to maturity not to exceed 10% of the principal for the overall issue.

(d) The Bonds shall be subject to redemption prior to their stated maturity in accordance with the Notice of Sale attached hereto as Exhibit A (the "Notice of Sale").

(e) The Bonds shall be eleven in number, with one certificate being issued for each year of maturity, and shall be numbered GIB-1 to GIB-11, inclusive.

(f) The Bonds shall be dated their date of issuance and shall bear interest payable semiannually on the fifteenth day of February and August in each year until maturity or prior redemption, commencing on February 15, 2026, at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1%, proposed by the successful bidder in accordance with the Notice of Sale.

(g) The Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal (or facsimile thereof) affixed, printed, engraved or reproduced thereon and attested by the manual signature of the City Clerk.

Section 2. (a) The Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of the Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, Brooklyn, New York, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with the Securities Depository. The Securities Depository will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of $5,000 or any integral multiple of $1,000 in excess thereof through book-entries made on the books and records of the Securities Depository and its participants.

(b) The principal of and interest on the Bonds will be paid to the Securities Depository by the City on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of the Securities Depository as listed on the records of the Securities Depository as of each next preceding February 1 and August 1 (the "Record Dates" for the Bonds).

Section 3. The Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the City to market the Bonds, including in accordance with the requirements of the Securities Depository:

[Form of Bond begins on next page]

REGISTERED
NUMBER GIB- __

REGISTERED
$__________

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF PASSAIC

CITY OF CLIFTON

GENERAL IMPROVEMENT BOND, SERIES 2025

REGISTERED OWNER:	CEDE & CO.
PRINCIPAL AMOUNT:	$________
DATED DATE:	August 28, 2025
MATURITY DATE:	August 15, 20__
RATE OF INTEREST PER ANNUM:	____%
INTEREST PAYMENT DATES:	February 15 and August 15
INITIAL INTEREST PAYMENT DATE:	February 15, 2026
RECORD DATES:	February 1 and August 1
CUSIP NUMBER:	_______

CITY OF CLIFTON, a public body corporate and politic of the State of New Jersey (the "City"), hereby acknowledges itself indebted and for value received promises to pay to the REGISTERED OWNER, or registered assigns, on the MATURITY DATE, upon presentation and surrender of this bond, the PRINCIPAL AMOUNT, and to pay interest on such sum from the DATED DATE until it matures at the RATE OF INTEREST PER ANNUM specified above semiannually on the INTEREST PAYMENT DATES in each year until maturity, commencing on the INITIAL INTEREST PAYMENT DATE. Principal of and interest due on this bond will be paid to the REGISTERED OWNER by the City or its designated paying agent and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the RECORD DATES next preceding the respective INTEREST PAYMENT DATES. The principal of and interest on this bond are payable in lawful money of the United States of America.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

The bonds of this issue maturing prior to August 15, 2033 are not subject to redemption prior to their stated maturities. The bonds of this issue maturing on or after August 15, 2033 are redeemable at the option of the City, in whole or in part, on any date on or after August 15, 2032 at 100% of the principal amount outstanding (the "Redemption Price"), plus interest accrued to the date of redemption upon notice as required herein.

Notice of redemption shall be given by mailing by first class mail in a sealed envelope with postage prepaid to the registered owners of the bonds not less than 30 days nor more than 60 days prior to the date fixed for redemption. Such mailing shall be to the owners of such bonds at their respective addresses as they last appear on the registration books kept for that purpose by the City or a duly appointed bond registrar. Any failure of the securities depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings. If the City determines to redeem a portion of the bonds prior to maturity, the bonds to be redeemed shall be selected by the City; the bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If notice of redemption has been given as provided herein, the bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the redeemed bonds after the date fixed for redemption and no further interest shall accrue beyond the redemption date. Payment shall be made upon surrender of the bonds redeemed.

So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the City shall send redemption notices only to Cede & Co.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a resolution of the City duly adopted on July 1, 2025 and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds, Series 2025, of the City of Clifton, in the County of Passaic, New Jersey, Into a Single Issue of Bonds Aggregating $19,340,000 in Principal Amount" and the bond ordinances referred to therein, each in all respects duly approved and published as required by law.

The full faith and credit of the City are hereby irrevocably pledged for the punctual payment of the principal of and interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed, and that the issue of bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, the CITY OF CLIFTON has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its City Clerk, and this bond to be dated the DATED DATE as specified above.

CITY OF CLIFTON

[SEAL]

By: [executed upon issuance]
Mayor

ATTEST:

By: [executed upon issuance]
City Clerk

By: [executed upon issuance]
Chief Financial Officer

[End of Form of Bond]

Section 4. (a) The Bonds shall be sold on July 30, 2025, or such other date as may be determined by the Chief Financial Officer, via the "PARITY Electronic Bid System" ("PARITY") upon the terms and conditions set forth and described in the Notice of Sale for the Bonds. The Notice of Sale shall be posted on MuniHub.

(b) Pursuant to N.J.S.A. 40A:2-34, the City hereby designates the Chief Financial Officer to sell and award the Bonds in accordance with the Notice of Sale with such changes as to date or the terms as deemed advisable or necessary by Phoenix Advisors, a division of First Security Municipal Advisors, Inc., the City's Municipal Advisor, and McManimon, Scotland & Baumann, LLC, the City's Bond Counsel, to access effectively the market for the sale of the Bonds, and such Chief Financial Officer shall report in writing the results of the sale to this City Council as required by law. The Chief Financial Officer is hereby authorized and directed, consistent with the terms of the Notice of Sale, to retain the good faith deposit of the successful bidder and to return immediately such good faith deposits, whether by wire or check, to the unsuccessful bidders.

Section 5. The Notice of Sale shall be substantially in the form attached hereto as Exhibit A with such additions, deletions and omissions as may be necessary for the City to market the Bonds, including in accordance with the requirements of the Securities Depository and PARITY. The Summary Notice of Sale shall be substantially in the form attached hereto as Exhibit B with such additions, deletions and omissions as may be necessary for the City to market the Bonds (the "Summary Notice of Sale"), including in accordance with the requirements of the Securities Depository and PARITY. The City Clerk is hereby directed to arrange for the publication or electronic posting of the Notice of Sale in the form provided herein in The Herald or such other authorized newspaper of the City, such publication or electronic posting to be not less than seven days prior to the date of sale, and any actions taken by the City Clerk prior to the date of adoption of this resolution in connection with the publication or electronic posting of the Notice of Sale are hereby ratified, confirmed and approved. McManimon, Scotland & Baumann, LLC is hereby directed to arrange for the publication of the Summary Notice of Sale in the form provided herein in The Bond Buyer, a financial newspaper published and circulating in the City of New York, New York, such publication to be not less than seven days prior to the date of sale.

Section 6. The Bonds shall have printed thereon a copy of the written opinion with respect to the Bonds that is to be rendered by the law firm of McManimon, Scotland & Baumann, LLC, complete except for omission of its date. Alternatively, the Bonds may be accompanied by the signed legal opinion or a copy thereof.

Section 7. The City's Chief Financial Officer is hereby authorized to use original issue premium on the Bonds to provide for one or more of the following: (i) to reduce the principal amount of the Bonds, provided that the total amount of Bond proceeds, inclusive of any original issue premium, is not less than $19,340,000; (ii) to pay interest on the Bonds until completion of the construction and acquisition of the projects being funded by the Bonds, plus 6 months; (iii) to pay the interest due on any bond anticipation notes being refunded with the proceeds of the Bonds; (iv) to provide for the costs associated with the authorization, sale and issuance of the Bonds; or (v) to provide for the costs of capital projects to be undertaken by the City, provided such capital projects and the expenditure of such funds are for a tax-exempt purpose.

Section 8. The law firm of McManimon, Scotland & Baumann, LLC is hereby authorized to arrange for the printing of the Bonds and the Official Statement to be prepared by McManimon, Scotland & Baumann, LLC, Phoenix Advisors, a division of First Security Municipal Advisors, Inc., and City officials. The Mayor and the Chief Financial Officer are hereby authorized to execute any certificates necessary in connection with the distribution of the Official Statement. Such Official Statement may be distributed in preliminary form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission on behalf of the City by the Chief Financial Officer or by the Mayor. Final Official Statements shall be delivered to the purchaser of the Bonds within the earlier of seven business days following the sale of the Bonds or to accompany the purchaser's confirmations that request payment for the Bonds.

Section 9. The City hereby covenants that it will comply with any conditions subsequently imposed by the Internal Revenue Code of 1986, as amended, in order to preserve the exemption from taxation of interest on the Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds, if necessary.

Section 10. (a) The Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with the Securities Depository as may be necessary in order to provide that the Bonds will be eligible for deposit with the Securities Depository and to satisfy any obligation undertaken in connection therewith.

(b) In the event that the Securities Depository may determine to discontinue providing its service with respect to the Bonds or is removed by the City and if no successor securities depository is appointed, the Bonds that were previously issued in book-entry form shall be converted to registered Bonds in denominations of $5,000 or any integral multiple of $1,000 in excess thereof. The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of the registered Bonds. The City shall be obligated to provide for the execution and delivery of the registered Bonds in certificated form.

Section 11. Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the Bonds are not exempt from the Rule and provided that the Bonds are not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as the Bonds remain outstanding (unless the Bonds have been wholly defeased), the City shall provide for the benefit of the holders of the Bonds and the beneficial owners thereof:

(a) On or prior to September 30 of each year, beginning September 30, 2025 for the fiscal year ending December 31, 2024, electronically to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or such other repository designated by the Securities and Exchange Commission to be an authorized repository for filing secondary market disclosure information, if any, annual financial information with respect to the City consisting of the audited financial statements (or unaudited financial statements if audited financial statements are not then available, which audited financial statements will be delivered when and if available) of the City and certain financial information and operating data, consisting of (i) City and overlapping indebtedness, including a schedule of outstanding debt issued by the City, (ii) property valuation information and (iii) tax rate, levy and collection data. The audited financial information will be prepared in accordance with generally accepted accounting principles as modified by governmental accounting standards as may be required by New Jersey law.

(b) If any of the following events occur regarding the Bonds, a timely notice not in excess of ten business days after the occurrence of such event sent to EMMA:

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults, if material;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to the rights of holders of the Bonds, if material;
(8) Bond calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution or sale of property securing repayment of the Bonds, if material;
(11) Rating changes;
(12) Bankruptcy, insolvency, receivership or similar event of the City;
(13) The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the City, any of which affect holders of the Bonds, if material; and
(16) Default, event of acceleration, termination event, modification of terms or other similar events under a Financial Obligation of the City, if any such event reflects financial difficulties.

The term "Financial Obligation" as used in subparagraphs (b)(15) and (b)(16) above means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation or (iii) guarantee of (i) or (ii); *provided*, *however*, that the term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

(c) Notice of failure of the City to provide required annual financial information on or before the date specified in this resolution shall be sent in a timely manner to EMMA.

If all or any part of the Rule ceases to be in effect for any reason, then the information required to be provided under this resolution, insofar as the provisions of the Rule no longer in effect required the provision of such information, shall no longer be required to be provided.

The Chief Financial Officer shall determine, in consultation with Bond Counsel, the application of the Rule or the exemption from the Rule for each issue of obligations of the City prior to their offering. Such Chief Financial Officer is hereby authorized to enter into additional written contracts or undertakings to implement the Rule and is further authorized to amend such contracts or undertakings or the undertakings set forth in this resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule.

In the event that the City fails to comply with the Rule requirements or the written contracts or undertakings specified in this resolution, the City shall not be liable for monetary damages. The sole remedy is hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.

Section 12. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES:

NAYS:

Adopted: July 7, 2025

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Kathleen Tolosi, City Clerk

R338-25

CITY OF CLIFTON

RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO STANDARD & POOR'S FINANCIAL SERVICES, LLC FOR ANALYTICAL SERVICES IN CONJUCTION WITH 2025 BOND SALE CITY OF CLIFTON

WHEREAS, the City of Clifton is issuing permanent financing debt in both the Capital Fund and Sewer Utility Capital Fund; and

WHEREAS, the City Council authorized the preparation of an Official Statement for the City of Clifton at the July 7, 2025 City Council Meeting; and

WHEREAS, part of this process of permanently financing the debt of the City of Clifton involves a credit rating for the City; and

WHEREAS, the City desires to have Standard & Poor's Financial Services, LLC review and report of the Credit Rating for the City's Debt Issuance; and

WHEREAS, the cost for the Credit Rating Report is approximately $30,500; and

WHEREAS, the City Council wishes to contract with Standard & Poor's Financial Services, LLC, 55 Water Street, 38th Floor, New York, NY 10041-0003 for the provision of said services for the year 2018; 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 contractor and is incorporated into the contract awarded hereby, along with the Determination of Value; and

WHEREAS, the value of the contract is determined to exceed $17,500.00, and the duration of the contract is until completion;

NOW, THEREFORE, BE IT RESOLVED, that the Analytical Services Contract awarded to Standard & Poor's Financial Services, LLC of New York, New York, for Analytical Services in conjunction with the City's Credit Rating not to exceed $30,500.00; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute a contract for 2025 in accordance with Standard & Poor's 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; 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 EXTENSION OF CONTRACT AWARDED

The City of Clifton has awarded an extension of 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:	Standard & Poor's Financial Services, LLC of New York, New York
Services:	Analytical Services
Project:	Credit Rating Report for Bond Sale
Cost:	Not to Exceed $30,500.00
Term:	For Year 2025

Kathleen Tolosi, City Clerk

Adopted: July 7, 2025

Kathleen Tolosi, City Clerk

R359-25

CITY OF CLIFTON

A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR UNIFORM CONSTRUCTION CODE FEES

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and,

WHEREAS, the Division of Local Government Services of the Department of Community Affairs, State of New Jersey, has promulgated regulations for New Jersey Construction Code pursuant to the State Uniform Construction Code Act (Chapter 217, P.L. 1975, as amended), and,

WHEREAS, such regulations provide for dedicated Uniform Construction Code revenues to be collected by the city and deposited into a separate revolving fund; and,

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Uniform Construction Code Fees in our Trust Fund and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirements:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council, of the City of Clifton, County of Passaic, State of New Jersey as follows (passage requires passage by a majority of the full membership (4)):

1. The City Council does hereby request permission of the Director of the Local Government Services to establish a "Dedication by Rider" for the sole purpose of the Uniform Construction Code Fees under N.J.S.A. 40A:4-39
2. The City Clerk of the City of Clifton, County of Passaic, State of New Jersey is hereby directed to forward two certified copies of this resolution, with the votes indicated, to the Director of the Division Local Government Services for approval.
3. The City Clerk of the City of Clifton provides the Construction Official of the City of Clifton with a certified copy of this resolution.

Roll Call:
Councilman D'Amato
Councilman Gibson
Councilman Kolodziej
Councilman Latona
Councilwoman Pino
Councilwoman Sadrakula
Mayor Grabowski

Adopted: July 7, 2025

Kathleen Tolosi, City Clerk