



**TOWNSHIP OF HILLSIDE
CAUCUS-REGULAR MEETING OF THE TOWNSHIP COUNCIL
WEDNESDAY, MAY 28, 2025 – 6:30PM**

CALL TO ORDER

FLAG SALUTE

STATEMENT OF PUBLIC NOTICE

This Meeting was called pursuant to the provisions of the Open Public Meetings Act. Notice about this meeting was sent to the Union County Local Source and the Star Ledger. In addition, copies of the notice were posted on the bulletin board in the Municipal Building and filed in the Office of the Township Clerk. Notices on the bulletin board have remained continuously posted. Proper notice having been given, the Township Clerk shall include this statement in the minutes of this meeting.

ROLL CALL

- | | |
|--|--|
| P <input type="checkbox"/> A <input type="checkbox"/> Lisa Bonanno – At Large | P <input type="checkbox"/> A <input type="checkbox"/> Gracia Montilus Esq, Township Attorney |
| P <input type="checkbox"/> A <input type="checkbox"/> David Feuerstein – Ward 4 | P <input type="checkbox"/> A <input type="checkbox"/> Hope Smith, Business Administrator |
| P <input type="checkbox"/> A <input type="checkbox"/> Angela Garretson – Ward 2 | P <input type="checkbox"/> A <input type="checkbox"/> Rayna E. Harris, Township Clerk |
| P <input type="checkbox"/> A <input type="checkbox"/> Andrea Hyatt – Ward 1 | P <input type="checkbox"/> A <input type="checkbox"/> Brook Nieves, Deputy Township Clerk |
| P <input type="checkbox"/> A <input type="checkbox"/> Daryl Joyner – Ward 3 | |
| P <input type="checkbox"/> A <input type="checkbox"/> Robert Rios, Vice President – At Large | |
| P <input type="checkbox"/> A <input type="checkbox"/> Craig Epps, Council President – At Large | |

EXECUTIVE CLOSED SESSION

R-25-130 Authorizing an Executive Closed Session – Personnel Matters

PAYMENT OF BILLS

- | | |
|-------------------|-----------------|
| 1. April 8, 2025 | 3. May 13, 2025 |
| 2. April 22, 2025 | 4. May 28, 2025 |

MINUTES

April 22, 2025

ORDINANCES

First Reading & Introduction

- O-25-11** Calendar Year 2025
Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.140) **(TABLED: April 22, 2025)**
- O-25-12** An Ordinance Amending Chapter 73. Personnel, Section 15: Compensation and Benefits
- O-25-13** An Ordinance Establishing an E-Mobility Devices and Lithium-Ion Batteries in the Township of Hillside

RESOLUTIONS

- R-25-074** Authorizing the Township of Hillside to Join the ACR Health Insurance Fund **(TABLED: March 25, 2025)**
- R-25-123** Resolution Appointing Municipal Court Prosecutor – Alcantara **(TABLED: May 13, 2025)**
- R-25-124** Resolution Appointing Municipal Court Prosecutor – Brown **(TABLED: May 13, 2025)**

4. **R-25-131** Resolution Appointing Samuel Manigault as Public Defender
5. **R-25-132** Resolution of the Township of Hillside, In the County of Union, State of New Jersey, Determining the Form and Other Details of Its Note "Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank", to be Issued in the Principal Amount of Up To \$1,160,000, and Providing for the Issuance and Sale of Such Note to the New Jersey Infrastructure Bank, and Authorizing the Execution and Delivery of Such Note by the Township of Hillside in Favor of the New Jersey Infrastructure Bank, All Pursuant to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank
6. **R-25-133** Resolution Authorizing the Grant Application to the New Jersey Department of Environmental Protection for the 2025 New Jersey Clean Communities Grant Program
7. **R-25-134** Resolution Authorizing the Acceptance of a Grant Award from the New Jersey Department of Environmental Protection for the 2025 New Jersey Clean Communities Grant Program in the Amount of \$43,899.33
8. **R-25-135** Resolution Authorizing Emergency Budget Appropriation for a Grant Award from the New Jersey Department of Environmental Protection for the 2025 New Jersey Clean Communities Grant in the Amount of \$43,899.33
9. **R-25-136** Resolution Authorizing the Acceptance of a Grant Award from the State of New Jersey Department of Environmental Protection Green Acres Program for the Urban Parks Grant Funding in the Total Amount of \$1,700,000.00
10. **R-25-137** Resolution Requesting Insertion of Special Revenue Item into the Township Budget Regarding Award of Funds from the State of New Jersey Department of Environmental Protection Green Acres Program Under the Urban Parks Grant Funding in the Total Amount of \$1,700,000.00
11. **R-25-138** Resolution Rejecting the Bids for the Renovations to the Central Park Basketball & Tennis Courts and Sanford Park Basketball Courts
12. **R-25-139** Resolution Awarding a Contract for the Hillside Public Library Project to M&M Construction Company, Inc. (33 Commerce Drive, Cranford, NJ 07016)
13. **R-25-140** Resolution Awarding a Contract for the 2025 Summer Food Service Program to Nu-Way Concessionaires, Inc. (339-345 Bergen Ave., Kearny, NJ 07032)
14. **R-25-141** Resolution Authorizing the of O'Toole Scrivo, LLC as Special Litigation Counsel in the Matter of James Davis v. Hillside Township et al.
15. **R-25-142** Resolution Amending Resolution R-25-115 for the Authorization for Refund for Exempt Property 2025 Taxes (Block 1011, Lot 21)
16. **R-25-143** Resolution Authorization for Refund for Exempt Property 2024 Taxes (Block 1011, Lot 21)
17. **R-25-144** Resolution Authorization for Refund for Exempt Property 2025 Taxes (Block 402, Lot 13)
18. **R-25-145** Resolution Authorizing Sewer User Charges For 2025
19. **R-25-146** Resolution Authorizing Refund of Premiums for Tax Sale Certificates
20. **R-25-147** Resolution Authorizing an Event Application for a Block Party on Fitzpatrick Street
21. **R-25-148** Resolution Authorizing Emergency Temporary Budget Appropriation for Total Sum of \$2,162,917.38

PUBLIC COMMENTS

Please state your name and address for the record. Each citizen may only speak for three (3) minutes, to allow everyone the opportunity to ask questions and express their opinions or concerns. Please direct all comments to the Council President and appropriate consideration will be given to all comments.

CORRESPONDENCE

COMMUNICATION

ADJOURNMENT

UPCOMING MEETINGS

Caucus Meeting: June 11, 2025 - 6:30 pm

Caucus-Regular Meeting: June25, 2025 - 6:30 pm

AGENDA IS SUBJECT TO CHANGE

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-130**

RESOLUTION AUTHORIZING AN EXECUTIVE CLOSED SESSION

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-7, et seq., commonly known as the “Sunshine Law”, requires that Municipal Council meetings be open to the public except for the discussion of certain subjects; and

WHEREAS, the “Sunshine Law” requires that a closed session be authorized by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Hillside, County of Union, State of New Jersey that the following portion of this meeting shall be closed to the public and the meeting shall be resumed at the end of the closed session.

BE IT FURTHER RESOLVED that the subjects to be discussed and the time of public release of the minutes of the closed session are indicated below:

SUBJECT MATTER

1. Matters involving the appointment of a public officer
2. Matters of Attorney Client Privilege / Confidential Advice of Counsel

TIME WHEN AND THE CIRCUMSTANCES UNDER WHICH THE SUBJECT MATTER CAN BE DISCLOSED:

Upon authorization by the Township Attorney as required by law

Craig M. Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna E. Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

TABLED

TOWNSHIP OF HILLSIDE ORDINANCE O-25-11

CALENDAR YEAR 2025

ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Council of the Township of Hillside in the County of Union finds it advisable and necessary to increase its CY 2024 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Council hereby determines that a 3.5 % increase in the budget for said year, amounting to \$ 1,488,972.97 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Township of Hillside, in the County of Union, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2025 budget year, the final appropriations of the Township of Hillside shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$1,488,972.97, and that the CY 2025 municipal budget for the Township of Hillside be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

First Reading and Introduction: April 22, 2025 **TABLED**

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno	X				
X		Feuerstein	X				
		Garretson	X				
	X	Hyatt	X				
		Joyner	X				
		Rios, VP	X				
		Epps, Pres.	X				

**TOWNSHIP OF HILLSIDE
ORDINANCE O-25-12**

**ORDINANCE AMENDING CHAPTER 73. PERSONNEL, SECTION 15: COMPENSATION
AND BENEFITS**

WHEREAS, Chapter 73, Section 15 should be amended to include the educational incentives that the Township of Hillside provides and the reimbursement of such incentives, if deemed necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HILLSIDE THAT:

1. Chapter 73 – Personnel, Section 15: Compensation and Benefits shall be amended as follows:

§ 73-15 Compensation and Benefits

E. Policy for Reimbursement of Tuition Costs.

- (1) The Township will approve payment of the cost of the employee's tuition cost for any course, seminar or class which the employee is required to take in order to obtain any specialized training, certification, licenses and/or registration needed to perform the duties required of the position they presently hold with the following provisions:
 - (a) Township will not make payment if the employee withdraws after any date allowed for cancellation of registration.
 - (b) Township will not make payment if the employee does not complete the course, seminars or class.
 - (c) Township of Hillside will not make payment if the employee does not obtain a passing grade in any course, seminar, or class to which this provision is applicable.
 - (d) If the Township has made payment and any of the above conditions as described in items 1, a through c above exists, the employee will be responsible for such payment. Payment may be reimbursed to the Township through payroll deductions.
 - (e) If the Township has paid for the schooling for any employee to obtain a Certification for a position they are appointed to or a position they are training for within the Township, the employee must continue in the position for at least two years; if the employee leaves the Township prior to two years, the following provisions for employee reimbursement exist:
 - (a) 100% reimbursement if within the first year.
 - (b) 50% reimbursement if after the first year and before the end of the second year.
 - (c) Reimbursement will be deducted from the employee's final paycheck.

~~STRIKETHROUGHS~~ ARE DELETIONS AND UNDERLINES ARE ADDITIONS

- (2) The Township will approve payment of the cost of the employee's tuition for any course, seminars or class which the employee is required to take in order to maintain their certification and/or licenses required of the position they presently hold.
- (3) Other seminars, conferences, or courses will be considered upon receipt of request from an employee with approval from the Department Head.
- (4) All Department Heads should submit an estimate of required funds for such education and training for budget consideration each year.

2. SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable.

3. REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

4. EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Township Council of the Township of Hillside and shall be published as required by law.

First Reading and Introduction May 28, 2025

MOTION	SECOND	NAME	YEAS	NAYS	ABSTAIN	ABSENT	EXCUSED
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

~~STRIKETHROUGHS~~ ARE DELETIONS AND UNDERLINES ARE ADDITIONS

**TOWNSHIP OF HILLSIDE
ORDINANCE O-25-13**

**AN ORDINANCE ESTABLISHING AN E-MOBILITY DEVICES AND LITHIUM-ION
BATTERIES IN THE TOWNSHIP OF HILLSIDE**

WHEREAS, it is in the best interest of the health and welfare of the citizens of the Township of Hillside, to authorize a new Chapter to the Code entitled E-Mobility Devices and Lithium-Ion Batteries to read as follows:

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HILLSIDE THAT:

SECTION 1. Definitions.

E-MOBILITY DEVICE

A battery-powered transportation device, including but not limited to electric bicycles or bikes (E- Bikes), electric scooters (E-scooters), hoverboards and other similarly powered mobility devices.

LITHIUM-ION BATTERY

A storage battery in which an electrical current is generated by lithium-ions embedded in a carbon graphite or nickel metal-oxide substrate placed in a high-viscosity carbonate mixture or gelled polymer electrolyte.

NATIONALLY RECOGNIZED TESTING LABORATORY (NRTL)

Applicable to this ordinance, a private sector organization that performs certification for E-Mobility and Lithium-Ion Battery products to ensure that they meet the specific applicable UL Standards 2271, 2272 and/or 2849. Each NRTL uses its own unique registered certification mark (s) to designate product conformance to the applicable product safety test standard.

RETAIL STORE

A retail establishment within the Township of Hillside that sells or stores E-Mobility devices, E- bikes, E-scooters, Lithium-Ion batteries and other similarly powered mobility devices to consumers.

SECOND-USE LITHIUM-ION BATTERY

A Lithium-Ion battery that has been assembled, repurposed, reconditioned or renewed using cells removed from used batteries.

UL

Underwriters Laboratories is a global safety science company that develops standards to ensure products and systems are safe and meet industry standards.

UL 2271

The UL Standard for Batteries for Use in Light Electric Vehicle Applications, or any storage battery for a powered bicycle or mobility device.

UL 2272

The UL Standard for Electrical Systems for Personal E-Mobility Devices, for all powered mobility devices, including E-Scooters.

UL 2849

The UL Standard for Electrical Systems for E-Bikes, for the electrical system of any powered bicycle.

UNREGULATED LITHIUM-ION BATTERY

A Lithium-Ion battery in a E-Mobility device, such as an electric bicycle or electric scooter, that is not listed and labeled by a nationally recognized testing laboratory and does not have a NRTL certification mark on it such as the UL mark or that specific NRTL's unique registered certification mark

WAREHOUSE

A warehouse within the Township of Hillside that sells, ships or stores E-Mobility devices, E-bikes, E-scooters, Lithium-Ion batteries and other similarly powered mobility devices as part of their inventory.

SECTION 2. Sale and Storage of E-Mobility Devices and Lithium-Ion Batteries

- A. The sale and storage E-Mobility Devices, such as electric bicycles, electric scooters, hoverboards, and Lithium-Ion Batteries are prohibited unless such devices and batteries have been listed and labeled by a nationally recognized testing laboratory and has a NRTL certification mark on it such as the UL mark or that specific NRTL's unique registered certification mark and have been tested to the applicable UL Standard (UL 2271, 2272 and/or UL 2849). A list of NRTLs can be found on the OSHA website <https://www.osha.gov/nationally-recognized-testing-laboratory-program/current-list-of-nrtls>. Be advised that not all the NRTLs listed test to UL 2271, UL 2272 and UL 2849 Standards.
- B. Retail Stores and Warehouses shall be prohibited from maintaining any unregulated E-Mobility Devices and Lithium-Ion Batteries within their inventory located in the Township of Hillside.
- C. Prior to the sale or storage of any E-Mobility Device or Lithium-Ion Battery, the applicable UL Test Report for each model or device for sale or being stored shall be supplied to the Fire Prevention Bureau to ensure compliance with the applicable UL Standard for each E-Mobility Device and Lithium-Ion Battery.
- D. Retail Stores shall only be permitted to display one uncharged model of each E-Mobility Device powered by a Lithium-Ion battery being sold at any time. If the battery is removable, the battery for any such display devices within a retail store shall remain in its original packaging and shall be stored in a secure area within the establishment that complies with all safety requirements set forth in this article for Lithium-Ion battery storage and charging.
- E. All E-Mobility Devices must be stored in an uncharged state, with its original packaging and its original manufacturer supplied charger.
- F. Fire safety and charging safety information about E-Mobility Devices and Lithium-Ion Batteries must be supplied by the seller to the purchaser of the E-Mobility Device at the time of sale.
- G. All E-Mobility devices, other than display models, shall remain boxed and safely stored within the original packaging.
- H. Retail stores or warehouses that sell or store E-Mobility Devices are required to have a monitored fire alarm system. If the building is more than one story or of a mixed-use occupancy, there shall be a monitored wet-sprinkler system present in addition to the monitored fire alarm system which shall extend into the common areas of the building and basement.
- I. If the retail store or warehouse sells or stores individual Lithium-Ion Battery Packs for E- Mobility Devices, a fire-resistant metal storage cabinet of sufficient size to hold as many E-Mobility Lithium-Ion batteries as in stock shall be used. The cabinet is required to have self-closing, self-latching doors with flame-arresting vents.

- J. All individual Lithium-Ion batteries stored in a retail stores or warehouses are to be stored in the fire-resistant cabinet at all times, except when the battery packs are being charged for delivery to customers.
- K. Retails Stores are prohibited from charging any Lithium-Ion batteries while they are stored inside the fire-resistant storage cabinet. Lithium-Ion batteries are only permitted to be charged immediately prior to delivery to the customer.
- L. Warehouses are prohibited from charging any E-Mobility Lithium-Ion batteries that are to be sold or shipped individually or with E-Mobility Devices.

SECTION 3. Sale of second-use Lithium-Ion batteries and Lithium Polymer Batteries Prohibited.

It shall be unlawful to assemble or recondition a lithium-ion battery and/or using cells. removed from used storage batteries; and/or

It shall be unlawful to sell or offer for sale a lithium-ion battery that uses cells removed from used storage batteries.

SECTION 4. Lithium-Ion Battery Charging Restrictions.

- A. E-Mobility devices and Lithium-Ion batteries are prohibited from being stored or charged within the common areas of any multi-family residential properties including but not limited to means of egress (entrances and exits), hallways, stairwells or basements.
- B. Lithium-ion batteries shall be charged within a retail store on a wheeled metal cart with a quick-disconnect function from a wall outlet. A surge proof power strip may be secured to the cart to accommodate the charging of additional lithium-ion batteries, if necessary.
- C. Stores that charge Lithium-Ion batteries shall have a thirty-two-gallon galvanized pail that is half filled with water, an eight-foot-by-eight-foot fireproof blanket, or a "Cell Block" lithium-ion battery containment tank in the immediate vicinity of the Lithium-Ion battery charging cart.
- D. Overnight and/or unattended charging of any Lithium-Ion batteries is prohibited.
- E. At least one Class A, B, and C fire extinguisher shall be mounted within easy reach of the charging station to extinguish any possible fire extension.

SECTION 5. Disposal of Lithium-Ion Batteries

- A. Proper disposal of Lithium-Ion batteries shall be in accordance with state and local regulations.
- B. Lithium-Ion Batteries are prohibited from being disposed of in the regular trash.

SECTION 6. Violations and penalties.

A person or entity who violates any section within this article or any rule or regulation promulgated thereunder shall be liable for a penalty as follows:

- A. For first violation, a civil fine of up to \$2,000 in addition to the penalty from the Fire Prevention Bureau.
- B. For each subsequent violation issued for the same offense within two years of the date of the first violation, a civil fine of \$2,000 in addition to the penalty from the Fire Prevention Bureau.
- C. All unregulated E-Mobility Devices and Lithium-Ion Batteries are subject to seizure by the Township of Hillside. The costs of properly disposing of the unregulated Lithium-Ion Batteries and E- Mobility Devices shall be billed to the business and property owners.

SECTION 7. Enforcement.

A. The Township of Hillside Fire Department, Police Department and Code Enforcement shall be responsible for performing inspections of all stores within the Township of Hillside every three months that sell E-Mobility Devices and Lithium-Ion Batteries.

B. The Township of Hillside Fire Department, Police Department and Code Enforcement shall have the authority for the enforcement of all aspects of this article.

SECTION 8. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

SECTION 9. A copy of this Ordinance shall be available for public inspection at the offices of the Township Clerk.

SECTION 10. This Ordinance shall take effect at the time and in the manner as approved by law.

First Reading and Introduction: May 28, 2025

MOTION	SECOND	NAME	YEAS	NAYS	ABSTAIN	ABSENT	EXCUSED
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

TABLED

TOWNSHIP OF HILLSIDE RESOLUTION R-25-074

A RESOLUTION OF THE TOWNSHIP OF HILLSIDE AUTHORIZING THE TOWNSHIP OF HILLSIDE TO JOIN THE ACR HEALTH INSURANCE FUND

WHEREAS, a number of public entities in the State of New Jersey have joined together to form the ACR Health Insurance Fund, hereafter referred to as the “Fund”, as permitted by N.J.A.C. 11:15-3.1 et. seq., N.J.S.A. 17:1-8.1 et. seq., and N.J.S.A. 40A:10-36 et. seq.; and

WHEREAS, the Fund was approved to become operational by the Department of Banking and Insurance and the Department of Community Affairs (collectively, the “Departments”) and has been operational since that date; and

WHEREAS, the statutes and regulations governing the creation and operation of a joint insurance fund in the State of New Jersey contain certain restrictions and safeguards in connection with the administration of the public interest entrusted to such a Fund; and

WHEREAS, the governing body of the Township of Hillside, hereinafter referred to as “Local Unit” has studied the feasibility of joining the Fund and has determined that membership in the Fund is in the best interest of the Local Unit.

WHEREAS, Acrisure, LLC is hereby appointed as the Health Insurance Broker upon acceptance into the Fund.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Local Unit hereby agrees and authorizes the following:

- i. The Local Unit shall become a member of the Fund for an initial period outlined in the Local Unit’s Indemnity and Trust Agreement, which in no event shall exceed three (3) years as prescribed in N.J.A.C. 11:15-3.3(a).
- ii. The Local Unit shall participate in the following type(s) of coverage(s) offered by the Fund: Health Insurance and/or Prescription Insurance and/or Dental Insurance and/or Medicare Advantage/Employer Group Waiver Program as defined pursuant to N.J.S.A. 17B:17-4, the Fund’s Bylaws, and Plan of Risk Management.
- iii. Adoption and approval of the Fund’s Bylaws, a true and correct copy of which is annexed hereto as Attachment A, which has been approved by the Departments.
- iv. Execution of the Local Unit’s Indemnity and Trust Agreement, a true and correct copy of which is annexed hereto as Attachment B, which has been approved by the Departments.
- v. Execution of the application for membership to the Fund, including any and all documents and/or certifications as may be necessary, in order for the Local Unit to complete the application process and join the Fund.

BE IT FURTHER RESOLVED that the governing body of the Local Unit certifies, pursuant to N.J.A.C. 11:15-3.3(a), that the Local Unit has never defaulted on claims under a self- insured plan and that it has not had its insurance canceled for nonpayment of premium for a period of at least two (2) years prior to this application.

BE IT FURTHER RESOLVED that the governing body of the Local Unit is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the Fund as required by the Fund’s Bylaws, and to deliver these documents to the Fund’s Executive Director with the express reservation that these documents shall become effective only upon on acceptance of the Fund’s By-laws as prescribed in N.J.A.C. 11:15-3.3(a).

BE IT FURTHER RESOLVED that this resolution shall take effect upon its passage.

Craig M. Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on April 22, 2025.

Rayna E. Harris, Township Clerk

MOTION	SECOND	NAME	YEAS	NAYS	ABSTAIN	ABSENT	EXCUSED
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

Township of Hillside

Highlights of the ACR-Health Insurance Fund effective August 1, 2025

Below please find some helpful bullet points of benefits of entering the ACR- Health Insurance Fund (ACR-HIF) effective 8/1/2025:

- Benefits remain Equal-to-or-Better.
- No network disruption – utilizes the Horizon BCBS Medical Network.
- ACR-HIF lowers premium for 2025.
- Projected lower rate action in 2026 in comparison to the State Health Benefits Plan.
- Reporting transparency.
- Broker's ability to advocate on behalf of members (currently the State Health Benefits Plan will not allow the Town or any 3rd party to intercede and help employees).
- Difference Card will still be available to all employees.
- If the Township does not transition to the HIF effective 8/1/2025, the Township is subjective to double digit increases projected for 2026 and diminished benefits.
- If not approved, the Township will be required to secure updated reporting from the State which may not be favorable which may result in the HIF no longer being an option and subject to double digit increase for State Health Benefits Plan.

TABLED

TOWNSHIP OF HILLSIDE RESOLUTION R-25-123

RESOLUTION APPOINTING MUNICIPAL COURT PROSECUTOR

WHEREAS, there exists a need for a Municipal Court Prosecuting Attorney for the Township of Hillside; and

WHEREAS, the Mayor desires to appoint Milva Alcantara, Esq. as Prosecuting Attorney, at a rate not to exceed \$16,000 per annum, effective as January 1, 2025, ending December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HILLSIDE, NEW JERSEY, THAT:

1. Milva Alcantara, Esq. (190 Richelieu Terrace, Newark, NJ 07106) is hereby appointed as Prosecuting Attorney at the rate, not to exceed \$15,500 per annum, effective as of January 1, 2025, and shall end on December 31, 2025.

Vote to table:

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno	X				
X		Feuerstein	X				
		Garretson	X				
		Hyatt	X				
	X	Joyner	X				
		Rios, VP					X
		Epps, CP	X				

TABLED

TOWNSHIP OF HILLSIDE RESOLUTION R-25-124

RESOLUTION APPOINTING MUNICIPAL COURT PROSECUTOR

WHEREAS, there exists a need for a Municipal Court Prosecuting Attorney for the Township of Hillside; and

WHEREAS, the Mayor desires to appoint Donnette A. Brown, Esq. as Prosecuting Attorney, at a rate not to exceed \$16,000 per annum, effective as January 1, 2025, ending December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HILLSIDE, NEW JERSEY, THAT:

1. Donnette A. Brown, Esq. (804 Grant Avenue, Plainfield, NJ 07060) is hereby appointed as Prosecuting Attorney at the rate, not to exceed \$16,000 per annum, effective as of January 1, 2025, and shall end on December 31, 2025.

Vote to table:

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno	X				
X		Feuerstein	X				
		Garretson	X				
		Hyatt	X				
	X	Joyner	X				
		Rios, VP					X
		Epps, CP	X				

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-131**

RESOLUTION APPOINTING SAMUEL MANIGAULT AS PUBLIC DEFENDER

WHEREAS, there exists a need for a Public Defender for the Township of Hillside, and

WHEREAS, the Mayor desires to reappoint Samuel Manigault, Esq. to the position of Public Defender for the term beginning January 1, 2025, and ending December 31, 2025.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Hillside that:

1. Samuel M. Manigault, Esq. (1156 Washington Avenue, Scotch Plains, NJ) be reappointed Public Defender at the rate of \$275 per session, not to exceed \$26,500 per annum, ratified from January 1, 2025, to the date of adoption hereof and shall end on December 31, 2025.

Craig Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna E. Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-132**

RESOLUTION OF THE TOWNSHIP OF HILLSIDE, IN THE COUNTY OF UNION, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS NOTE “RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$1,160,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE TOWNSHIP OF HILLSIDE IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK.

WHEREAS, the Township of Hillside (the “Local Unit”), in the County of Union, State of New Jersey, has determined that there exists a need within the Local Unit to acquire, construct, renovate or install, as applicable, a project consisting of the Local Unit’s allocable share of the 2025 capital improvement projects being undertaken by the Joint Meeting, including, but not limited to, (i) the replacement of the Digester #3 Cover consisting of, but not limited to, the replacement of the steel floating, gas-holding digester tank cover, the replacement of internal piping including sludge inlet, sludge withdrawal and digester gas withdrawal piping and associated pipe supports, and the rehabilitation of sludge and digester gas piping and associated Digester #3 equipment in the Digester Building; (ii) upgrades to Primary Settling Tank #4 consisting of, but not limited to, the replacement of the traveling bridge, cross collector, and associated equipment in Primary Settling Tank #4; and (iii) the construction of six (6) platforms in the Co-Generation Facility to allow for safe access for personnel to perform regular maintenance on the Co-Generation engines (the “Project”), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental infrastructure financing program (the “New Jersey Water Bank”) of the New Jersey Infrastructure Bank (the “I-Bank”);

WHEREAS, the Local Unit has determined to temporarily finance, as applicable, the acquisition, construction, renovation or installation of, the Project prior to the closing with respect to the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the “Construction Loan”) to the Local Unit, pursuant to the Water Bank Construction Financing Program of the I-Bank (the “Construction Financing Program”);

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank the Note “Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$1,160,000 (the “Note”);

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the “Local Bond Law”), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the I-Bank without any public offering, all under the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by bond ordinance #O-25-08 of the Local Unit, which bond ordinance is entitled “BOND ORDINANCE PROVIDING FOR THE LOCAL UNIT’S ALLOCABLE SHARE OF CAPITAL IMPROVEMENT PROJECTS FOR THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF HILLSIDE, IN THE COUNTY OF UNION, STATE OF NEW JERSEY (THE “LOCAL UNIT”); APPROPRIATING \$1,160,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,160,000 BONDS OR NOTES TO FINANCE THE COST THEREOF” and was finally adopted by the Local Unit at a meeting duly called and held on April 22, 2025, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

Section 2. The Chief Financial Officer of the Local Unit (the “Chief Financial Officer”) is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount up to \$1,160,000;
- (b) the maturity of the Note shall be as determined by the I-Bank;
- (c) the interest rate of the Note shall be as determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered “CFP-2025-1-JM”;
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer of the Local Unit under official seal or facsimile thereof affixed, imprinted, or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Exhibit A.

Section 6. The law firm of Wilentz, Goldman & Spitzer, P.A. is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 7. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix, imprint or reproduce the corporate seal of the Local Unit to, any document, instrument or

closing certificate deemed necessary, desirable or convenient by the Authorized Officers of the Local Unit or the Local Unit Clerk, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Craig Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna E. Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

**TOWNSHIP OF HILLSIDE
IN THE COUNTY OF UNION, STATE OF NEW JERSEY
RELATING TO:
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK**

\$1,160,000 _____, 2025

NJWB - CFP-2025-1-JM

FOR VALUE RECEIVED, THE TOWNSHIP OF HILLSIDE, IN THE COUNTY OF UNION, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the “Borrower”), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the “I-Bank”), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this “Note”); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

“**Act**” means the “New Jersey Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

“**Administrative Fee**” means the “NJDEP Fee” as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

“**Anticipated Financing Program**” means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

“**Anticipated Long-Term Loan**” means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

“Authorized Officer” means any person authorized by the Joint Meeting (as hereinafter defined), the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

“Code” means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“Cost” or **“Costs”** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

“Credit Policy” means the “New Jersey Infrastructure Bank Credit Policy,” as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

“Environmental Infrastructure Facilities” means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

“Environmental Infrastructure System” means the Environmental Infrastructure Facilities of the Joint Meeting (as hereinafter defined), including the Project, for which the Borrower is receiving the Loan.

“Event of Default” means any occurrence or event specified in Section 6 hereof.

“Financial Plan” means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, and as the same may be amended or supplemented from time to time during such State Fiscal Year, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

“I-Bank Bonds” means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

“Interest” means the interest that shall accrue on a daily basis with respect to Principal, to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

“Interest Rate” means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for each State Fiscal Year.

“Issue Date” means the date of issuance of this Note.

“Joint Meeting” shall have the meaning given to such term in Section 2(b) hereof.

“Loan” means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

“Loan Disbursement Requisition” means the requisition, to be executed by an Authorized Officer of the Joint Meeting and approved by the NJDEP (in a form to be determined by the I-Bank and the NJDEP) that shall relate exclusively to the Project (as defined in this Section 1, hereof) and the Costs that are allocable to the Project, which form of requisition shall be executed by an Authorized Officer of the Joint Meeting and shall be submitted, reviewed and approved as provided by the provisions of Section 4 hereof.

“Maturity Date” means June 30th of the fifth (5th) State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, which date is June 30, 2030, subject to being re-determined pursuant to clause (i) or (ii) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) Notwithstanding any of the forgoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program.

(ii) Notwithstanding any of the forgoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed to by an Authorized Officer of the Borrower.

“New Jersey Water Bank” means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Payment Date” means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

“Principal” means the principal amount of the Loan, at any time being the lesser of (i) One Million One Hundred Sixty Thousand Dollars (\$1,160,000), or (ii) the aggregate outstanding

amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

“**Project**” means the Environmental Infrastructure System which constitutes a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

“**Regulations**” means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

“**State**” means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Participant in the Joint Meeting. The Borrower is a participant in the Joint Meeting of Essex and Union Counties, constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State (the “Joint Meeting”), which Joint Meeting is organized pursuant to N.J.S.A. 40:63-68 *et seq.* as a public body corporate and politic, duly created and validly existing pursuant to the laws of the State. The Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including, without limitation, the Borrower, through the incurrence of debt thereby or otherwise. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Borrower’s allocable share of which shall constitute the Project that is being financed by the Borrower through the issuance

of this Note. In connection with its participation in the Joint Meeting and the issuance of this Note for the purpose of financing the Costs of the Project, the Borrower has entered into that certain Project Financing Agreement, dated the date hereof (the "Agreement"), by and between the Joint Meeting and the Borrower, and acknowledged and agreed to by the I-Bank, which Agreement is attached hereto as Exhibit H and made a part hereof.

(c) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement hereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

(d) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(e) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project by the Joint Meeting, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, the Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, the Environmental Infrastructure System or its properties or operations are subject. The Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project

(provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower (or the Joint Meeting on behalf of the Borrower, as applicable) as of the date hereof).

(f) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(g) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the representations of the Borrower set forth in this Section 2, and (ii) each of the representations of the Joint Meeting set forth in the Agreement.

(h) Borrower Reliance. The representations of the Borrower set forth in this Section 2, as and to the extent that such representations relate to the Project (as set forth in clause (e)) and the Environmental Infrastructure System (as set forth in clause (e)), have been made by the Borrower exclusively in reliance upon the representations of the Joint Meeting as set forth in the Agreement, and the Borrower has made no independent inquiry as to the accuracy of such representations by the Joint Meeting.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program, (ii) the qualification by the Borrower for receipt of the Anticipated Long-Term Loan, including such conditions precedent as the I-Bank may identify upon its determination, at any time following the date hereof, of a Finding of Unacceptable Credit Risk (as defined in the Credit Policy), including, without limitation, (A) additional security for the Anticipated Long-Term Loan through mechanisms as shall be identified by the I-Bank, (B) after providing the applicable Nationally Recognized Rating Agency(s) (as defined in the Credit Policy) a copy of the written notice of a Finding of Unacceptable Credit Risk from the I-Bank, a rating re-affirmation, since the last review by such Nationally Recognized Rating Agency(s), and/or (C) participation in a Financial Due Diligence Meeting (as defined in the Credit Policy); and the failure of the Borrower to undertake and complete such conditions precedent shall render it ineligible to participate in the Anticipated Financing Program.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note,

an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any essential component (other than for obsolescence) of the Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall, in accordance with (i) prudent environmental infrastructure utility practice, (ii) all applicable statutory and regulatory requirements now or hereafter enacted, and (iii) prudent planning:

- (A) at all times, operate the properties of its Environmental Infrastructure System and any business in connection therewith in an efficient manner;
- (B) maintain its Environmental Infrastructure System in good repair, working order and operating condition; and
- (C) timely make all necessary and proper repairs, renewals, replacements, additions, adaptations, betterments, and improvements with respect to its Environmental Infrastructure System, including, without limitation, those that are necessary or appropriate to ensure the resiliency of its Environmental Infrastructure System (including, without limitation, those necessary or appropriate to ensure unimpeded physical access to, or operation of, the sites and infrastructure of its Environmental Infrastructure System) in order to address anticipated climate change impacts as set forth in the NJDEP’s “Building Resilience Water Infrastructure Climate Change Resilience Guidance,” dated April 2023, as amended, supplemented or updated, and which is incorporated herein by reference, and/or actual impacts from flooding,

sea level rise, hurricanes, extreme rainfall, and storm surge, so that at all times the business carried on in connection therewith and the provision of essential services thereby shall be efficiently and properly conducted.

The NJDEP, in its sole discretion, may expressly authorize, in writing, a waiver of any or all of the requirements of this provision based upon its determination that long term operability of the Environmental Infrastructure System is no longer viable. Any such waiver, however, does not relieve Borrower of the obligation to provide the essential services through an alternative approach.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional “named insured” on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) I-Bank Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon (i) each of the covenants of the Borrower set forth in this Section 3, and (ii) each of the covenants of the Joint Meeting set forth in the Agreement.

(j) Borrower Reliance. The covenants of the Borrower, set forth in this Section 3, as and to the extent that such covenant obligations relate to the Project (as set forth in clauses (c), (e), (f), (g) and (h)), the Environmental Infrastructure System (as set forth in clauses (c), (e), (f), (g) and (h)) and the financing of the Project with the proceeds of tax-exempt bonds (as set forth in

clause (d)), have been made by the Borrower exclusively in reliance upon the covenants of the Joint Meeting as set forth in the Agreement.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for the purpose of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing

pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

(e) Notwithstanding any provision of Section 4(a) hereof to the contrary, the Borrower hereby acknowledges and agrees that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4(a) hereof, shall be the obligation of the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project, and (ii) all proceeds of the Loan shall be disbursed, as provided by the terms and provisions of Section 4(a) hereof, by the I-Bank to the Joint Meeting, acting for and on behalf of the Borrower, pursuant to the Agreement, in furtherance of the undertaking and completion of the Project. Further, pursuant to the terms of the Agreement, the Joint Meeting has acknowledged and agreed to each of the terms, provisions, conditions and limitations set forth in Section 4(d) hereof with respect to disbursements of the Loan.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or

Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The occurrence of any of the following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) the occurrence of an “Event of Default” pursuant to, and as defined in, (1) a loan agreement pursuant to which a long-term loan (that remains outstanding) has been made to the Borrower by either the I-Bank or the NJDEP, or (2) a note obligation (other than this Note) pursuant to which a short-term loan (that remains outstanding) has been made to the Borrower by the I-Bank, and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days, or the Borrower shall generally fail to pay its debts as such debts become due

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank’s Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial

assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observations or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Township of Hillside, 1409 Liberty Avenue, Hillside, New Jersey 07205, Attention: Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**TOWNSHIP OF HILLSIDE,
IN THE COUNTY OF UNION,
STATE OF NEW JERSEY**

[SEAL]

ATTEST:

By: _____
Dahlia O. Vertreese
Mayor

Rayna Harris
Clerk

By: _____
Glynn Jones
Chief Financial Officer

PROJECT FINANCING AGREEMENT

This **PROJECT FINANCING AGREEMENT**, dated _____, 2025 (as the same may be modified, amended, supplemented, replaced, renewed or extended from time to time in accordance with the terms hereof, the “Agreement”), by and between the **JOINT MEETING OF ESSEX AND UNION COUNTIES** (the “Joint Meeting”), constituting a joint meeting of various municipalities located in the Counties of Essex and Union in the State of New Jersey (the “State”), and **THE TOWNSHIP OF HILLSIDE, IN THE COUNTY OF UNION**, a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State (the “Local Unit”) (capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the hereinafter defined Note).

WITNESSETH:

WHEREAS, the Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a project consisting of the Local Unit’s allocable share of a capital improvement project that is being undertaken by the Joint Meeting (such allocable share being referred to herein as the “Project”), all as more specifically defined and described in the Note; and

WHEREAS, the Joint Meeting is not statutorily authorized to incur debt obligations for any purpose, including, without limitation, in order to finance the Project, and, therefore, any capital improvements that are undertaken by the Joint Meeting must be financed by its member municipalities and other participating municipalities, including the Local Unit, through the incurrence of debt thereby or otherwise; and

WHEREAS, it is the desire of the Local Unit to finance the Project through the issuance of debt and by its participation in the environmental infrastructure financing program of the New Jersey Infrastructure Bank (the “I-Bank”); and

WHEREAS, the Local Unit has determined to temporarily finance the Project with the proceeds of a short-term loan to be made by the I-Bank (the “Loan”) to the Local Unit, pursuant to the Water Bank Construction Financing Program of the I-Bank (the “Construction Financing Program”); and

WHEREAS, in order to (i) evidence the Loan by the I-Bank to the Local Unit, (ii) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Loan and (iii) satisfy the requirements of the Construction Financing Program relating to the Loan, the Local Unit shall issue and sell to the I-Bank its Note “Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to \$1,160,000 (the “Note”); and

WHEREAS, pursuant to the terms of this Agreement, the Joint Meeting shall covenant and agree to certain terms and conditions, *inter alia*, relating to the undertaking and completion of the Project and the maintenance and operation of the Environmental Infrastructure System (as defined in the Note); and

WHEREAS, the Local Unit and Joint Meeting desire to enter into this Agreement in order to define and confirm the Joint Meeting's obligations with respect to the Project and the ownership, operation and maintenance of the Environmental Infrastructure System and, therefore, satisfy the conditions precedent of the Construction Financing Program to the making of the Loan by the I-Bank to the Local Unit.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

1. REPRESENTATIONS OF THE JOINT MEETING. The Joint Meeting hereby represents for the benefit of the Local Unit and the I-Bank, as follows.

1.1. Project. The Joint Meeting has determined that there exists a need to acquire, construct, renovate or install, as applicable, a capital improvement project of the Joint Meeting, the Local Unit's allocable share of which shall constitute the Project that is being financed by the Local Unit through its issuance of its Note to the I-Bank, and the Joint Meeting intends to undertake and complete the Project in a manner consistent with the terms of the Note, including, without limitation, the Exhibits to the Note.

1.2. Organization. The Joint Meeting: (i) is a joint meeting of various municipalities located in the Counties of Essex and Union in the State, organized pursuant to N.J.S.A. 40:63-68 *et seq.*, and is duly created and validly existing under and pursuant to the Constitution and laws of the State, (ii) has full legal right and authority to execute, attest and deliver this Agreement and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Joint Meeting for: (A) the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Joint Meeting in order to carry out and give effect to this Agreement.

1.3. Authority. This Agreement has been duly authorized by the Joint Meeting and duly executed, attested and delivered by Authorized Officers of the Joint Meeting. This Agreement constitutes a legal, valid and binding obligation of the Joint Meeting, enforceable against the Joint Meeting in accordance with its terms, except as the enforcement hereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

1.4. Pending Litigation. There are no proceedings pending or, to the knowledge of the Joint Meeting, threatened against or affecting the Joint Meeting that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Joint Meeting, (ii) the authorization, execution, attestation or delivery of this Agreement, and (iii) the ability of the Joint Meeting to otherwise observe and perform its duties, covenants, obligations and agreements under this Agreement, including, without limitation, the undertaking and completion of the Project.

1.5. Compliance with Existing Laws and Agreements; Governmental Consent. The observation and performance by the Joint Meeting of its duties, covenants, obligations and

agreements hereunder, including, without limitation, the undertaking and completion of the Project, will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any existing ordinance or resolution, agreement or other instrument to which the Joint Meeting is a party or by which the Joint Meeting, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Joint Meeting was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Joint Meeting, its Environmental Infrastructure System or its properties or operations are subject. The Joint Meeting has obtained all permits and approvals required to date by any governmental body or officer for the making, observance and performance by the Joint Meeting of its duties, covenants, obligations and agreements under this Agreement, and for the undertaking and completion of the Project.

1.6. Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Local Unit pursuant to the terms of the Note, and (ii) the Local Unit is issuing the Note to the I-Bank to evidence and secure the Loan, in each case, in reliance upon each of the representations of the Joint Meeting set forth in this Section 1.

2. COVENANTS OF THE JOINT MEETING. The Joint Meeting hereby covenants and agrees for the benefit of the Local Unit and the I-Bank, as follows.

2.1. Participation in the Anticipated Financing Program. The Joint Meeting covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Local Unit in the Anticipated Financing Program and (ii) the qualification by the Local Unit for receipt of the Anticipated Long Term Loan.

2.2. Disposition of Environmental Infrastructure System. The Joint Meeting covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all, substantially all or any essential component (other than for obsolescence) of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

2.3. Financing With Tax-Exempt Bonds. The Joint Meeting acknowledges, covenants and agrees that it is the intention of the Local Unit to finance the Project on a long-term basis with proceeds of I-Bank Bonds hereinafter issued, the interest on which will be excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Joint Meeting covenants and agrees that, except to the extent expressly permitted in writing by the I-Bank, the Joint Meeting will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Local Unit, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Joint Meeting covenants and agrees that no portion of the Project will be investment property, within the meaning of Section

148(b) of the Code. The Joint Meeting covenants and agrees that any Costs of the Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

2.4. Operation and Maintenance of Environmental Infrastructure System. The Joint Meeting covenants and agrees that it shall, in accordance with (i) prudent environmental infrastructure utility practice, (ii) all applicable statutory and regulatory requirements now or hereafter enacted, and (iii) prudent planning:

(A) at all times, operate the properties of its Environmental Infrastructure System and any business in connection therewith in an efficient manner;

(B) maintain its Environmental Infrastructure System in good repair, working order and operating condition; and

(C) timely make all necessary and proper repairs, renewals, replacements, additions, adaptations, betterments, and improvements with respect to its Environmental Infrastructure System, including, without limitation, those that are necessary or appropriate to ensure the resiliency of its Environmental Infrastructure System (including, without limitation, those necessary or appropriate to ensure unimpeded physical access to, or operation of, the sites and infrastructure of its Environmental Infrastructure System) in order to address anticipated climate change impacts as set forth in the NJDEP’s “Building Resilience Water Infrastructure Climate Change Resilience Guidance,” dated April 2023, as amended, supplemented or updated, and which is incorporated herein by reference, and/or actual impacts from flooding, sea level rise, hurricanes, extreme rainfall, and storm surge, so that at all times the business carried on in connection therewith and the provision of essential services thereby shall be efficiently and properly conducted.

The NJDEP, in its sole discretion, may expressly authorize, in writing, a waiver of any or all of the requirements of this provision based upon its determination that long term operability of the Environmental Infrastructure System is no longer viable. Any such waiver, however, does not relieve the Joint Meeting of the obligation to provide the essential services through an alternative approach.

2.5. Records and Accounts; Inspections. The Joint Meeting covenants and agrees that it shall keep accurate records and accounts for the Environmental Infrastructure System, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Joint Meeting covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Joint Meeting accounts, books, records, correspondence and files, including, without limitation, Joint Meeting records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Joint Meeting, and

any other matters related to the Joint Meeting, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Joint Meeting covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

2.6. Insurance. The Joint Meeting covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Joint Meeting covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional “named insured” on any certificate of liability insurance procured by the Joint Meeting and by any contractor or subcontractor for the Project.

2.7. Exhibits. The Joint Meeting covenants and agrees that it shall comply with the terms, procedures and requirements as set forth in each of the Exhibits attached to the Note, including, without limitation, those relating to the undertaking and completion of the Project, which Exhibits shall be deemed to be incorporated herein and made a part hereof as if set forth herein in their entirety.

2.8. Reliance. The Joint Meeting hereby acknowledges that (i) the I-Bank is making the Loan to the Local Unit pursuant to the terms of the Note, and (ii) the Local Unit is issuing the Note to the I-Bank to evidence and secure the Loan, in each case, in reliance upon each of the covenants of the Joint Meeting set forth in this Section 2.

3. SUBMISSION OF REQUISITIONS BY THE JOINT MEETING; LOAN DISBURSEMENTS TO THE JOINT MEETING.

3.1. The Joint Meeting and the Local Unit hereby acknowledge and agree that disbursements of the Loan shall be made by the I-Bank pursuant to and in compliance with the terms and provisions of Section 4 of the Note; provided, however, that notwithstanding the terms and provisions of Section 4 of the Note to the contrary, (i) the Joint Meeting and the Local Unit hereby acknowledge and agree that the submission of Loan Disbursement Requisitions to the I-Bank, as required by the terms and provisions of Section 4 of the Note, shall be the obligation of the Joint Meeting, acting for and on behalf of the Local Unit, in furtherance of the undertaking and completion of the Project, (ii) all proceeds of the Loan shall be disbursed by the I-Bank to the Joint Meeting, acting for and on behalf of the Local Unit, in furtherance of the undertaking and completion of the Project, and (iii) the Local Unit shall have no obligation to oversee, monitor or enforce the proper allocation of proceeds of the Loan, as shall be disbursed to the Joint Meeting by the I-Bank, to the Costs of the Project. Further, the Joint Meeting hereby acknowledges and agrees to each of the terms, provisions, conditions and limitations set forth in Section 4(d) of the Note with respect to disbursements of the Loan.

3.2. Notwithstanding the terms and provisions of this Section 3 (or any other term or provision of the Note), the Joint Meeting and the Local Unit acknowledge and agree that any and all Loan repayments and all other amounts due under the Note shall be the exclusive payment obligation of the Local Unit, and the Joint Meeting shall have no obligation to make payment of any Loan repayments or any other amounts due under the Note.

4. EVENTS OF DEFAULT. The following events shall constitute an “Event of Default” hereunder: (i) failure by the Joint Meeting to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Agreement; (ii) any representation made by the Joint Meeting contained in this Agreement or in any instrument furnished in compliance with or with reference to this Agreement is false or misleading in any material respect; ; and (iii) a petition is filed by or against the Joint Meeting under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Agreement or thereafter enacted, unless in the case of any such petition filed against the Joint Meeting such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Joint Meeting shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Joint Meeting or any of its property shall be appointed by court order or take possession of the Joint Meeting or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days. The Joint Meeting hereby acknowledges that an Event of Default hereunder shall constitute an “Event of Default” pursuant to, and as defined in, the Note.

5. REMEDIES UPON EVENT OF DEFAULT. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Joint Meeting and Local Unit hereby acknowledge and agree to the rights of the I-Bank to take any action permitted or required at law or in equity to enforce the observance and performance of any duty, covenant, obligation or agreement of the Joint Meeting hereunder. If an Event of Default shall have occurred, the Joint Meeting and Local Unit hereby acknowledge and agree that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due under the Note to be due and payable by the Local Unit immediately without further notice or demand, as and to the extent provided by the terms of the Note. The Joint Meeting and Local Unit hereby acknowledge and agree that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or the Note or now or hereafter existing at law or in equity. The Joint Meeting and Local Unit hereby further acknowledge and agree that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient.

6. MISCELLANEOUS.

6.1. Third Party Beneficiary. The I-Bank is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

6.2. Modifications. This Agreement may not be modified, amended, supplemented, replaced, renewed or extended except by an agreement in writing signed by the parties hereto and acknowledged and agreed to by the I-Bank.

6.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

6.4. Miscellaneous. (a) The obligations of the Joint Meeting pursuant to the terms and provisions of this Agreement shall remain in full force and effect as long as the Note remains outstanding. (b) This Agreement shall be binding upon the parties hereto and their respective successors and assigns. (c) The obligations of the Joint Meeting pursuant to the terms and provisions of this Agreement may not be assigned for any reason, unless the I-Bank shall have approved said assignment in writing. (d) In the event any provision of this Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof. (e) Whenever the Joint Meeting may seek to obtain the determination, approval or consent of the I-Bank in connection with the terms and provisions of this Agreement, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion. (f) The Joint Meeting and the Local Unit hereby acknowledge and agree that, consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officer of the I-Bank taking any action with respect to the Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

6.5. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by electronic transmission.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Agreement as of the day and year first above written.

**JOINT MEETING OF ESSEX AND
UNION COUNTIES**

By: _____
Hanifa Z. Johnson
Executive Director

**TOWNSHIP OF HILLSIDE,
IN THE COUNTY OF UNION,
STATE OF NEW JERSEY**

By: _____
Dahlia O. Vertreese
Mayor

ACKNOWLEDGED AND AGREED:

NEW JERSEY INFRASTRUCTURE BANK

By: _____
David E. Zimmer
Executive Director

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-133**

**RESOLUTION AUTHORIZING THE GRANT APPLICATION TO THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2025 NEW JERSEY
CLEAN COMMUNITIES GRANT PROGRAM**

WHEREAS, the New Jersey Clean Communities program provides financial assistance for the implementation of litter abatement programs in eligible municipalities and counties within the State; and

WHEREAS, the Township of Hillside (“Township”) has participated in the program and desires to continue to provide this benefit to the residents of the Township; and

WHEREAS, the Township desires to submit an application to the New Jersey Department of Environmental Protection for the New Jersey Clean Communities Grant Program.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HILLSIDE THAT:

1. The Township of Hillside is hereby authorized to submit an application to the New Jersey Department of Environmental Protection for the 2025 New Jersey Clean Communities Grant Program.
2. A copy of this Resolution shall be placed in the file with the application documents.
3. This Resolution shall take effect immediately.

Craig M. Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna E. Harris, Township Clerk

MOTION	SECOND	NAME	YEAS	NAYS	ABSTAIN	ABSENT	EXCUSED
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-134**

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2025 NEW
JERSEY CLEAN COMMUNITIES GRANT PROGRAM IN THE AMOUNT OF \$43,899.33**

WHEREAS, the New Jersey Clean Communities program provides financial assistance for the implementation of litter abatement programs in eligible municipalities and counties within the State; and

WHEREAS, the Township of Hillside has participated in the program and desires to continue to provide this benefit to the residents of the Township of Hillside; and

WHEREAS, the Township of Hillside has received a grant award in the amount of \$43,899.33 under the 2025 New Jersey Clean Communities Program. This award does not require matching funds on the part of the Township of Hillside; and

WHEREAS, the Township of Hillside desires to accept funds under the program.

**NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF HILLSIDE THAT:**

1. The acceptance of the New Jersey Department of Environmental Protection from the “New Jersey Clean Communities Program Grant” in the amount of \$43,899.33 is hereby authorized.
2. The Mayor and/or her designees are hereby authorized to execute all documents and agreements required to accept the award of funds.
3. A copy of this Resolution shall be placed in the file with the application documents.
4. This Resolution shall take effect immediately.

Craig M. Epps, Council President

ATTEST:

I, Rayna Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

STATE OF NEW JERSEY
Department of the Treasury
New Jersey Comprehensive Financial System
PO BOX 221
Trenton, NJ 08625-0221

Payment Details

Vendor Name:	TWP OF HILLSIDE
Vendor Code:	XXXXX1988(00)
Payment Type:	Check
Check Number:	0002400276
Payment Date:	Thursday, May 15, 2025
Check Total:	\$43899.33

Payment Line Details

Trans Code:	UA
Voucher Agency:	ENVIRONMENTAL PROTECTION
Voucher Number:	4900CC23864
Payee Reference:	FY2025 CLEAN COMMUNITIES GRANT
Line Number:	01
Line Amount:	\$43899.33
Disbursed Amount:	\$43899.33

Additional Information

Budget Fiscal Year:	2025
Fund:	765
Agency:	ENVIRONMENTAL PROTECTION
Organization:	SOLID WASTE ADMINISTRATION
Appr Unit:	004
Object:	6020
Revenue Source:	N/A
Purchase Order #:	N/A
Contract Number:	N/A
CFDA Number:	N/A
CFDA Description:	N/A

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-135**

**RESOLUTION AUTHORIZING EMERGENCY BUDGET APPROPRIATION FOR A GRANT
AWARD FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
FOR THE 2025 NEW JERSEY CLEAN COMMUNITIES GRANT IN THE AMOUNT OF
\$43,899.33**

WHEREAS, pursuant to N.J.S.A. 40A:4-20 (“Local Budget Act”) permits emergency appropriations to provide for the period between the end of a Temporary budget and the adoption of the budget; and

WHEREAS, the Township of Hillside received a grant award in the amount of \$43,899.33 under the Department of Environmental Protection for the 2025 New Jersey Clean Communities Grant Program. This award does not require matching funds on the part of the Township of Hillside.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF HILLSIDE NEW JERSEY THAT:**

1. An emergency appropriation in the amount of \$43,899.33 was awarded under the New Jersey Department of Environmental Protection for the 2025 New Jersey Clean Communities Grant Program which is hereby appropriated to the CFY 2025 budget.
2. Approval is conditioned upon an affirmative vote of at least two-thirds of the Councilmembers.
3. Any costs associated with this grant shall be payable under the grant as appropriated to the CFY 2025 budget.
4. This resolution shall take effect immediately.

Craig M. Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna E. Harris, Township Clerk

MOTION	SECOND	NAME	YEAS	NAYS	ABSTAIN	ABSENT	EXCUSED
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-136**

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM
THE STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION GREEN ACRES PROGRAM FOR THE URBAN PARKS GRANT
FUNDING IN THE TOTAL AMOUNT OF \$1,700,000.00**

WHEREAS, the State of New Jersey, through the Department of Environmental Protection’s 2025 Green Acres Program and the FY25 State Budget, has made available funding for 2025 Urban Parks Grant projects to municipalities located in Urban Aid communities and overburdened communities subject to adverse cumulative stressors; and

WHEREAS, the Township of Hillside applied for funding under this program for the continued improvement and rehabilitation of the Margaret M. Roche Memorial Swimming Pool – Phase II; and

WHEREAS, the Township of Hillside has been awarded a grant in the amount of \$1,700,000.00 for Margaret M. Roche Memorial Swimming Pool – Phase II; and

WHEREAS, the Township of Hillside desires to accept this grant award in support of its efforts to enhance recreational facilities and improve the quality of life for its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP OF COUNCIL
OF THE TOWNSHIP OF HILLSIDE THAT:**

1. The Township of Hillside hereby formally accepts the FY25 Urban Parks Grant in the amount of \$1,700,000.00 for the Margaret M. Roche Memorial Swimming Pool Phase II project.
2. The Mayor, Business Administrator, Chief Financial Officer, and Township Clerk are authorized to execute all documents and agreements required to accept the award of funds.
3. A copy of this Resolution shall be placed in the file with the application documents.
4. This Resolution shall take effect immediately.

Craig M. Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna E. Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

April 25, 2025

SENT VIA EMAIL

Honorable Dahlia O. Vertreese
Mayor, Hillside Township
1409 Liberty Avenue
Hillside, NJ 07205

RE: Urban Parks Project Number: 2007-25-UPG
Project Name: Margaret M. Roche Memorial Swimming Pool Phase II
Hillside Township, Union County

Dear Mayor Vertreese:

I am pleased to inform you that the New Jersey Department of Environmental Protection has approved Hillside Township's application for a non-matching grant of \$1,700,000 for the above project. This funding was offered under the Urban Parks Grants initiative, made possible through the FY25 state budget.

Preserving land, improving local parks and stewarding our natural resources are critical components of our efforts to ensure high quality, close-to-home recreation opportunities and open space for New Jerseyans. In particular, the Urban Parks Grants will benefit residents in our Urban Aid Overburdened Communities Subject to Adverse Cumulative Stressors. This project represents a significant step toward our shared goal of protecting and enhancing New Jersey's quality of life, and I congratulate you.

Green Acres staff will contact you directly and provide further information to guide you through this project. We look forward to working with Hillside Township toward the successful completion of this important undertaking.

Sincerely,



Shawn M. LaTourette
Commissioner



**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-137**

**RESOLUTION REQUESTING INSERTION OF SPECIAL REVENUE ITEM INTO THE
TOWNSHIP BUDGET REGARDING AWARD OF FUNDS FROM THE STATE OF NEW
JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GREEN ACRES PROGRAM
UNDER THE URBAN PARKS GRANT FUNDING IN THE TOTAL AMOUNT OF \$1,700,000.00**

WHEREAS, pursuant to N.J.S.A. 40A:4-20 (“Local Budget Act”) permits emergency appropriations to provide for the period between the end of a Temporary budget and the adoption of the budget; and

WHEREAS, the Township of Hillside Received a Grant Award in the amount of \$1,700,000.00 from the State of New Jersey Department of Environmental Protection Green Acres Program under the Urban Parks Grant Funding for the continued improvement and rehabilitation of the Margaret M. Roche Memorial Swimming Pool – Phase II.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF HILLSIDE NEW JERSEY THAT:**

1. An emergency appropriation in the amount of \$1,700,000.00 from the State of New Jersey Department of Environmental Protection Green Acres Program under the Urban Parks Grant Funding for the Margaret M. Roche Memorial Swimming Pool – Phase II is hereby appropriated to the CFY 2025 budget.
2. Approval is conditioned upon an affirmative vote of at least two-thirds of the Councilmembers.
3. Any costs associated with this grant shall be payable under the grant as appropriated to the CFY 2025 budget.
4. This resolution shall take effect immediately.

Craig M. Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna E. Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-138**

RESOLUTION REJECTING THE BIDS FOR THE RENOVATIONS TO THE CENTRAL PARK BASKETBALL & TENNIS COURTS AND SANFORD PARK BASKETBALL COURTS

WHEREAS, the Township of Hillside (“Township”) desires to award a contract for the renovations to the Central Park Basketball & Tennis Courts and Sanford Park Basketball Courts pursuant to *N.J.S.A. 40A:11-1 et seq.*; and

WHEREAS, on April 29, 2025, four bids were received from Shore Top Construction Corp. in the amount of \$594,770.00, D'Avellino Construction Inc. in the amount of \$641,028.00, Your Way Construction Inc. in the amount of \$695,880.50, and Green Valley Group Inc. in the amount of \$688,210.00; and

WHEREAS, the four bids received are significantly higher than the estimated cost budgeted for this project; and

WHEREAS, the Township Engineer hereby recommends that the four bids be rejected, and the project be re-bid in accordance with *N.J.S.A. 40A:11-1 et seq.*; and

WHEREAS, the Mayor and Township Council hereby accepts the recommendation of the Township Engineer.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Hillside hereby reject the four bids for the renovations to the Central Park Basketball & Tennis Courts and Sanford Park Basketball Courts and authorize the Township Engineer to re-bid the project.

Craig M. Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna E. Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

May 6, 2025

Alfuquan Hardy, Director of Recreation
Township of Hillside
1409 Liberty Avenue
Hillside, NJ 07205

**Re: Township of Hillside
Renovation to the Central Park Basketball & Tennis Courts
and Sanford Park Basketball Courts
Recommendation to Reject
RVE Project No. 2007-T-037**

Dear Mr. Hardy,

The bid opening for the above-captioned project was held on Tuesday, April 29, 2025.

Four (4) bids were received for this project, and they were significantly higher than the Engineer's Estimate. Therefore, we recommend that all bids be formally rejected by resolution.

Further, since this is the second time this project was bid and both times bids received were significantly above the engineer's estimate, it is recommended the governing body authorize RVE Engineers to negotiate a contract with the bidders or any other qualified contractors in accordance with provisions of the Local Public Contracts Law.

A copy of the bid tabulation is enclosed for your review.

The recommendation to reject bids and negotiate a contract should be contingent upon review and concurrence by the Township Attorney.

Should you have any questions, please feel free to call Mr. Derek Dorrah at (551) 430-1019.

Sincerely,

REMINGTON VERNICK ENGINEERS, INC.



Donald J. Norbut, PP, PE, CME, CFM
Regional Manager / Senior Associate



Derek J. Dorrah, EIT, LEED AP
Project Manager

Cc: Hope Smith, Business Administrator; Glynn Jones, Township CFO; Michaela Lopez, Finance Office;
Gracia Montilus, Esq, Township Attorney; Katherine Altenor, Attorney Secretary;
Brook Nieves, Deputy Clerk; Tino D'Amore, RVE;

MEMORANDUM

TO: Derek J. Dorrah, EIT, LEED AP

FROM: Christian Romero

RE: TOWNSHIP OF HILLSIDE
RENOVATION TO THE CENTRAL PARK BASKETBALL & TENNIS COURTS
AND SANFORD PARK BASKETBALL COURTS (RE-BID)
2007T037

DATE: May 2, 2025

I have reviewed the bids submitted for the above referenced project and have found no apparent errors and/or omissions. A copy of the bid tabulation has been attached for your review.

The list of successful bidders is as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
Shore Top Construction Corp.	\$594,770.00
D'Avellino Construction Inc.	\$641,028.00
Your Way Construction Inc.	\$695,880.50
Green Valley Group Inc.	\$688,210.00
The low bidder is:	Shore Top Construction Corp.
The high bidder is:	D'Avellino Construction Inc.
The average bid price is:	\$654,972.13
Engineer's Estimate for this project:	\$560,590.00



BID TABULATION

PROJECT NAME:

RENOVATION TO THE CENTRAL PARK BASKETBALL & TENNIS COURTS AND SANFORD PARK BASKETBALL COURTS (RE-BID)

PROJECT NUMBER:

2007T037

CLIENT:

TOWNSHIP OF HILLSIDE

Shore Top Construction Corp.
23 Yellowbrook Road
Freehold, NJ 07728
732-835-2600

D'Avellino Construction Inc.
62 Court Street Suite 2
Freehold, NJ 07728
732-462-2500

Your Way Construction Inc.
404 Coit Street
Irvington, NJ 07111
973-849-6614

Green Valley Group Inc.
180 Convent Road
Nanuet, NY 10954
201-538-1244

BASE BID

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE		TOTAL		UNIT PRICE		TOTAL		UNIT PRICE		TOTAL	
1	SOIL EROSION & SEDIMENT CONTROL	1	LS	\$5,000.00	\$5,000.00	\$40,000.00	\$40,000.00	\$7,520.00	\$7,520.00	\$13,000.00	\$13,000.00				
2	CLEARING SITE	1	LS	\$70,000.00	\$70,000.00	\$10,000.00	\$10,000.00	\$40,700.00	\$40,700.00	\$11,000.00	\$11,000.00				
3	EXCAVATION, UNCLASSIFIED	1430	CY	\$17.00	\$24,310.00	\$85.00	\$121,550.00	\$80.60	\$115,258.00	\$42.00	\$60,060.00				
4	MOBILIZATION	1	LS	\$10,000.00	\$10,000.00	\$37,123.00	\$37,123.00	\$9,050.00	\$9,050.00	\$61,000.00	\$61,000.00				
5	GEOTEXTILE (MIRAFI 140N)	4100	SY	\$3.00	\$12,300.00	\$1.00	\$4,100.00	\$1.45	\$5,945.00	\$4.00	\$16,400.00				
6	GEOGRID (TENSAR HX-5.5)	4100	SY	\$3.00	\$12,300.00	\$2.00	\$8,200.00	\$5.30	\$21,730.00	\$3.00	\$12,300.00				
7	TACK COAT	630	GAL	\$1.00	\$630.00	\$1.00	\$630.00	\$0.01	\$6.30	\$5.00	\$3,150.00				
8	DENSE-GRADED AGGREGATE, 8" THICK	4100	SY	\$17.00	\$69,700.00	\$10.00	\$41,000.00	\$19.85	\$81,385.00	\$17.00	\$69,700.00				
9	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 1.5" THICK	370	TON	\$185.00	\$68,450.00	\$125.00	\$46,250.00	\$138.60	\$51,282.00	\$135.00	\$49,950.00				
10	HOT MIX ASPHALT 19M64 BASE COURSE, 3" THICK	735	TON	\$150.00	\$110,250.00	\$120.00	\$88,200.00	\$125.90	\$92,536.50	\$110.00	\$80,850.00				
11	ATHLETIC COURT COLOR COATING AND LINE STRIPING, BASKETBALL	2615	SY	\$18.00	\$47,070.00	\$19.00	\$49,685.00	\$23.65	\$61,844.75	\$22.00	\$57,530.00				
12	ATHLETIC COURT COLOR COATING AND LINE STRIPING, TENNIS	1485	SY	\$18.00	\$26,730.00	\$19.00	\$28,215.00	\$23.65	\$35,120.25	\$22.00	\$32,670.00				
13	BASKETBALL COURT AMENITIES, COMPLETE & INSTALLED	4	UN	\$7,000.00	\$28,000.00	\$12,500.00	\$50,000.00	\$20,690.00	\$82,760.00	\$23,800.00	\$95,200.00				
14	TENNIS COURT AMENITIES, COMPLETE & INSTALLED	2	UN	\$3,400.00	\$6,800.00	\$4,000.00	\$8,000.00	\$3,860.00	\$7,720.00	\$14,150.00	\$28,300.00				
15	CHAIN-LINK FENCE, BLACK PVC-COATED STEEL, 10' HIGH, 2" 5 GAUGE MESH	451	LF	\$130.00	\$58,630.00	\$125.00	\$56,375.00	\$97.70	\$44,062.70	\$100.00	\$45,100.00				
16	GATE, CHAIN-LINK FENCE, BLACK PVC-COATED, 4' WIDE, 8' HIGH, 2" 5 GAUGE MESH	2	UN	\$750.00	\$1,500.00	\$1,200.00	\$2,400.00	\$1,380.00	\$2,760.00	\$2,900.00	\$5,800.00				
17	DOUBLE-SWING GATE, CHAIN-LINK FENCE, BLACK PVC-COATED, 10' WIDE, 10' HIGH, 2" 5 GAUGE MESH	1	UN	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,640.00	\$2,640.00	\$6,200.00	\$6,200.00				
18	PLAYER BENCH - ALUMINUM, 15' LONG, WITH CONCRETE PAD	8	UN	\$2,000.00	\$16,000.00	\$3,000.00	\$24,000.00	\$1,410.00	\$11,280.00	\$2,200.00	\$17,600.00				
19	GREEN ACRES SIGN	2	UN	\$2,800.00	\$5,600.00	\$1,400.00	\$2,800.00	\$1,140.00	\$2,280.00	\$1,200.00	\$2,400.00				
20	SITE ALLOWANCE	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00				
BASE BID SUBTOTAL:					\$594,770.00		\$641,028.00		\$695,880.50		\$688,210.00				

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-139**

**RESOLUTION AWARDING A CONTRACT FOR THE HILLSIDE PUBLIC LIBRARY PROJECT
TO M&M CONSTRUCTION COMPANY, INC. (33 Commerce Drive, Cranford, NJ 07016)**

WHEREAS, the Township of Hillside (“Township”) desires to award a contract for the "Hillside Public Library Project” pursuant to *N.J.S.A. 40A:11-1 et seq.*; and

WHEREAS, on April 24, 2025, M&M Construction Company, Inc., (33 Commerce Drive, Cranford, NJ 07016) was the lowest responsive bidder; and

WHEREAS, the Township has evaluated the submission and has determined that the price proposed is reasonable and in accordance with industry practices; and

WHEREAS, the Township desires to award the contract to M&M Construction Company, Inc., for the "Hillside Public Library Project” pursuant to *N.J.S.A. 40A:11-1 et seq.*

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HILLSIDE THAT:

1. M&M Construction Company, Inc., (33 Commerce Drive, Cranford, NJ 07016) is hereby awarded a contract of \$9,075,000.00 for the Hillside Public Library Project.
2. Upon approval of this resolution, a contract shall be executed by the Mayor and M&M Construction Company, Inc., for said services, subject to approval ss to form and legality by the Township Attorney.
3. This resolution shall take effect immediately.

Craig M. Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna E. Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

Founding Partners
Edward Arcari, AIA, PP
Anthony Iovino, AIA, PP

Partners
Dariusz Bona, RA
Joseph Frangiosa, AIA
Todd Hause, AIA
Ralph Justo
Tania Moustafa, RA

April 28, 2025

Christal Blue, Library Director
Hillside Public Library
1409 Liberty Avenue
Hillside, NJ 07205

**RE: HILLSIDE PUBLIC LIBRARY
BID EVALUATION**



Dear Ms Blue:

We have evaluated the bid packages obtained from the Bid Opening held on April 24, 2025, for the Hillside Public Library project. The bid results are attached.

We have reviewed the Bid Package of the low bidder M&M Construction, and we found them to be responsive in their bid. We have checked the current "Debarred List" by the New Jersey Department of Labor, and they are not currently debarred. We have confirmed that they are "Registered Contractors" with the New Jersey Department of Labor.

We have also checked references and attached are the phone records for your review. One of the references mentioned M&M Construction is aggressive with change orders, with that we would recommend having a substantial contingency in place as well as a construction manager on site.

We hope that our review has assisted you in your decision. Please feel free to contact us for additional information if needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Iovino', with a small flourish at the end.

Anthony Iovino, AIA, PP, LEED
Arcari + Iovino Architects, P.C.

Cc: Hope Smith, Business Administrator
Steeve Augustin



Project: Hillside Public Library

Opening: April 24, 2025

Time: 11:00

Bidder	Bid Amount
M&M Construction Co.	\$9,075,000.00
Vanas Construction Co.	\$9,472,000.00
Brockwell & Carrington Contractors	\$9,590,000.00
GPC Inc.	\$9,615,000.00
Grove Contracting	\$9,699,000.00
Fuscon Enterprises Inc.	\$9,828,000.00
Bernard Associates	\$9,898,000.00
Shorelands Construction	\$9,999,000.00
Higley Construction	\$10,226,000.00
Delrick Construction Co.	\$10,239,000.00
Brahma Construction	\$10,457,000.00
Gemstar Construction Corp.	\$15,800,000.00

New Jersey Public Works Registered Contractors

WAGE AND HOUR DISCLAIMER: This list of registered Public Works contractors and subcontractors is provided for informational purposes only. The New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance makes the official Public Works Contractor Registration status determinations. For specific and current registration information status, contact Division of Wage and Hour Compliance at pwcr@dol.nj.gov or 609-292-9464.

<p>Search Business Name</p> <input style="width: 90%;" type="text" value="Search"/>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Business Name</th> <th style="width: 10%;">Reg. Date</th> <th style="width: 10%;">Exp. Date</th> <th style="width: 20%;">Address</th> <th style="width: 10%;">City</th> <th style="width: 10%;">State</th> <th style="width: 10%;">Zipcode</th> <th style="width: 10%;">County</th> <th style="width: 10%;">Certificate #</th> </tr> </thead> <tbody> <tr> <td>M & M Construction Company, Inc.</td> <td>02/28/2025</td> <td>02/27/2027</td> <td>33 Commerce Drive</td> <td>Cranford</td> <td>NJ</td> <td>07016</td> <td>Union</td> <td>602125</td> </tr> </tbody> </table>	Business Name	Reg. Date	Exp. Date	Address	City	State	Zipcode	County	Certificate #	M & M Construction Company, Inc.	02/28/2025	02/27/2027	33 Commerce Drive	Cranford	NJ	07016	Union	602125
Business Name		Reg. Date	Exp. Date	Address	City	State	Zipcode	County	Certificate #										
M & M Construction Company, Inc.		02/28/2025	02/27/2027	33 Commerce Drive	Cranford	NJ	07016	Union	602125										
<p>Registration Date</p> <div style="display: flex; justify-content: space-between;"> <input style="width: 40%;" type="text" value="4/25/2023"/> <input style="width: 40%;" type="text" value="7/1/2025"/> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <input type="radio"/> <input type="radio"/> </div>																			
<p>Address</p> <input style="width: 90%;" type="text" value="Search"/>																			
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<p>State</p> <input style="width: 90%;" type="text" value="Sea"/>																			
<p>Zip Code</p> <input style="width: 90%;" type="text" value="Search"/>																			
<p>Certificate #</p> <input style="width: 90%;" type="text" value="602125"/>																			
<div style="display: flex; align-items: center; border: 1px solid black; padding: 5px;"> ← Reset <div style="border: 1px solid black; padding: 2px 5px; text-align: center;"> 1 # of Contractors </div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px; text-align: center;"> Contractors with Crafts </div>																			

Reference Investigation

Project: Hillside Public Library
Date Performed: April 24, 2025
Bidder: M&M Construction

Project of Reference: Renovations, Additions and Alterations at multiple Holmdel Schools
Contact: Kenneth Stromsland
Phone: (908) 216-5989

The following are summary responses to questions asked of each contact listed as a reference within the Bidder's *Qualification Form* submitted with each Bidder's Bid.

1. Comment regarding the ability of the Contractor to adhere with the project schedule and budget.
Some difficulty in adhering to budget, generally stayed on budget because of facilities manager's previous experience with them.
2. Comment regarding the quality of workmanship.
Not good. Things not properly installed or concealed elements left a mess (wiring above ceiling grid a mess, things not connected). Issues with things working until the warranty period ended and then breaking.
3. Comment regarding the process and position of Change Orders.
Often ridiculous in what they were asking. Understood that mistakes occur in drawings, and some things were within reason, but too many change orders for unnecessary things.
4. Comment on responsiveness to Owner / Architect contacts.
Okay.
5. Comment on Contractors control of subcontractors.
Seemed to have a difficult/strained relationship with many of their subs. Often seemed like subs were undermining them.
6. Additional Comments.
Ken was previously involved in the Edison school district where M&M did work for them. They ended up going to court, M&M claimed they were causing delays. They were very difficult to work with. Because of his previous experience with them, at Holmdel, they were much more on top of them. Worked with construction manager who really helped, but still a difficult experience.

Reference Investigation

Project: Hillside Public Library
Date Performed: April 24, 2025
Bidder: M&M Construction

Project of Reference: Rutgers (multiple renovation projects)
Contact: Joseph Paternoster
Phone: (848) 445-2400

The following are summary responses to questions asked of each contact listed as a reference within the Bidder's *Qualification Form* submitted with each Bidder's Bid.

1. Comment regarding the ability of the Contractor to adhere with the project schedule and budget.
Has done well with all their projects, finished ahead of schedule on recent work. Not looking to push change orders.
2. Comment regarding the quality of workmanship.
Great quality, always satisfactory. Even when things are noticed later, they will go back and fix.
3. Comment regarding the process and position of Change Orders.
Not change order focused. Change orders typically owner initiated.
4. Comment on responsiveness to Owner / Architect contacts.
Very responsive, always quick to get back.
5. Comment on Contractors control of subcontractors.
Good generally. Anytime they have had concerns about a sub/their work M&M is quick to rectify it.
6. Additional Comments.
Positive experiences. They are very capable of renovations, new builds, big projects. Family company, the owner is typically present at meetings, comes to the site, etc.

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-140**

RESOLUTION AWARDING A CONTRACT FOR THE 2025 SUMMER FOOD SERVICE PROGRAM TO NU-WAY CONCESSIONAIRES, INC. (339-345 Bergen Ave., Kearny, NJ 07032)

WHEREAS, the Township of Hillside (“Township”) desires to award a contract for the 2025 Summer Food Service Program pursuant to *N.J.S.A. 40A:11-1 et seq.*; and

WHEREAS, on April 16, 2025, the Township received a grant award from the New Jersey Department of Agriculture to fund the Summer Food Service Program; and

WHEREAS, Nu-Way Concessionaires, Inc., (339-345 Bergen Ave., Kearny, NJ 07032), is a 2025 approved Food Service Management Company on the New Jersey Department of Agriculture Division of Food and Nutrition Summer Food Serviced Program vendor list; and

WHEREAS, Nu-Way Concessionaires, Inc. proposed a price of \$3.93 per lunch, totaling \$25,446.75 and \$1.03 per snack, totaling \$6,849.50 for a total bid price not to exceed \$32,296.25; and

WHEREAS, the Township desires to award a contract to Nu-Way Concessionaires, Inc., to provide meals for the 2025 Summer Food Service Program pursuant to *N.J.S.A. 40A:11-1 et seq.*

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HILLSIDE THAT:

1. Nu-Way Concessionaires, Inc., (339-345 Bergen Ave., Kearny, NJ 07032), is hereby awarded a contract not to exceed \$32,296.25 for the 2025 Summer Food Service Program.
2. Upon approval of this resolution, a contract shall be executed by the Mayor and Nu-Way Concessionaires, Inc., for said services, subject to approval ss to form and legality by the Township Attorney.
3. This resolution shall take effect immediately.

Craig M. Epps, Council President

ATTEST:

I, Rayna Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

**NEW JERSEY DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD AND NUTRITION
SUMMER FOOD SERVICE PROGRAM
FOOD SERVICE CONTRACT RENEWAL ADDENDUM-2025**

The Summer Food Service Program Sponsoring Institution HILLSIDE RECREATION DEPARTMENT (the "Sponsor")
(Legal Name of Sponsoring Institution)

and Food Service Management Company ("FSMC") NU-WAY CONCESSIONAIRES (the "Contractor")
(Legal Name of FSMC)

hereby incorporate by reference the agreement between the parties that commenced on

JULY 5, 2023 (the "Original Agreement"), and agree, subject to approval by the New Jersey
(Start Date of the Original Agreement)

Department of Agriculture (the "Department"), to continue to be bound by the terms and conditions set forth therein for a
renewal period of JULY 7, 2025
(Start Date of SFSP Renewal Addendum-Current Year)

to
AUGUST 22, 2025 except as set forth below.

(End Date of SFSP Renewal Addendum-Current Year)

The parties agree to the following amendments to the terms and conditions of the Original Agreement:

1. The sites to be serviced in this renewal year SFSP are listed on Attachment A.
2. The Week 1 and Week 2 Cycle Menus for this renewal year SFSP are described on Attachment C.
3. FSMC shall abide by the information it provided in the Transportation Certification, Attachment E, for this renewal year SFSP.
4. FSMC has executed the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form, Attachment F, and will abide by the terms therein.
5. FSMC and Sponsor have executed the Certificate of Independent Price Determination, Exhibit G.
6. The meal types, estimated number of servings per day, total number of service days, unit price per meal type, and estimated total prices per meal type, and total estimated amount to be paid in this renewal year SFSP are:

MEAL TYPE	ESTIMATED NUMBER OF SERVINGS PER DAY	TOTAL NUMBER OF SERVICE DAYS	UNIT PRICE PER MEAL TYPE	ESTIMATED TOTAL PRICE PER MEAL TYPE
Breakfast				\$
A.M. Supplement				\$
Lunch	185	35	9.93	\$ 25,446. ²⁵
P.M. Supplement	190	35	1.03	\$ 6,849. ⁵⁰
Dinner				
TOTAL ESTIMATED AMOUNT				\$ 32,296. ²⁵

ATTACHMENT E

NJDA SUMMER FOOD SERVICE PROGRAM

TRANSPORTATION CERTIFICATION

1. Describe in detail the type of vehicle(s) and/or containers that will be utilized to provide adequate refrigeration and/or heating during delivery of all foods to ensure that temperatures remain in accordance with state and local health codes.

REFRIGERATED VAN

2. How many vehicles(s) will be utilized to meet the terms of this contract?

1

3. Will the delivery of meals for this contract be combined on the same truck with deliveries for other contracts? Yes, No

4. If contract includes the preparation of hot meals, does the bidder have the capability to heat all meals at the State agency approved facility? If no, describe how the bidder proposes to meet the terms of this contract.

YES

5. Will the delivery of the meals for this contract be subcontracted? Yes No

If yes, please provide the name, address, phone number and contract person below:

Certification

I certify that the above information accurately reflects how meals will be delivered and heated, if applicable. I further realize that any deviation from these statements may result in the cancellation of this contract by the sponsor.

Michael R. Lopez

Signature of Bidder

4-17-25

Date

ATTACHMENT C

NJDA SUMMER FOOD SERVICE PROGRAM

Attach A Copy of Week 1 and 2 Cycle Menus

NEW JERSEY DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD & NUTRITION
SUMMER FOOD SERVICE PROGRAM
PO BOX 334
TRENTON NJ, 08625-0334

Sponsor

Agreement # **39200004**
Telephone **973-926-2219**

SCHEDULE C
TEN DAY MENU PLANNER

STATE AGENCY USE ONLY:

Approved by _____ Date _____

Expiration Date _____

MO/DA/YR

REQUIRED COMPONENTS	DAY 1		DAY 2		DAY 3		DAY 4		DAY 5		
	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	
B F A S T	1. Juice or Fruit or Vegetables (2)	1/2 c / 4ozs.		1/2 c / 4ozs.		1/2 c / 4ozs.		1/2 c / 4ozs.		1/2 c / 4ozs.	
	2. Bread or Bread Alternate (3)	1 serv.		1 serv.		1 serv.		1 serv.		1 serv.	
	3. Milk	8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.	
	AM										
S E L E C T 2	1. Milk	8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.	
	2. Juice or Fruit or Vegetable (2)	3/4 c / 6ozs.		3/4 c / 6ozs.		3/4 c / 6ozs.		3/4 c / 6ozs.		3/4 c / 6ozs.	
	3. Bread or Bread Alternate (3)	1 serv.		1 serv.		1 serv.		1 serv.		1 serv.	
	4. Meat or Meat Alternate (1)	1 oz.		1 oz.		1 oz.		1 oz.		1 oz.	
L U N C H	1. Meat or Meat Alternate (1)	TURKEY BREAST NATURAL CHEDDAR CHEESE MAYO	2 ozs.	TURKEY PASTRAMI	2 ozs.	"JAMMERS" SUNBUTTER AND JELLY	2 ozs.	CHICKEN SALAD SANDWICH W/ LETTUCE	2 ozs.	TURKEY HAM LOW SODIUM AMERICAN CHEESE MAYO	2 ozs.
	2. Juice or Fruit or Vegetable (2)	100% CRANBERRY JUICE	1/2 c / 4ozs.	100% PINEAPPLE JUICE	1/2 c / 4ozs.	100% APPLE JUICE	1/2 c / 4ozs.	100% FRUIT PUNCH	1/2 c / 4ozs.	100% ORANGE-PINEAPPLE JUICE	1/2 c / 4ozs.
	3. Fruit or Vegetable	CINNAMON APPLE SAUCE	1/4 c / 2ozs.	FRESH NECTARINE	1/4 c / 2ozs.	FRESH PLUM	1/4 c / 2ozs.	FRESH MANDARIN	1/4 c / 2ozs.	FRESH PEACH	1/4 c / 2ozs.
	4. Bread or Bread Alternate (3)	HERO ROLL	1 serv.	WHOLE WHEAT KAISER ROLL	1 serv.	WHOLE WHEAT	1 serv.	WHOLE WHEAT KAISER ROLL	1 serv.	HERO ROLL	1 serv.
	5. Milk	FAT FREE CHOCOLATE MILK	8 ozs.	/FAT FREE CHOCOLATE MILK	8 ozs.	FAT FREE CHOCOLATE MILK	8 ozs.	FAT FREE CHOCOLATE MILK	8 ozs.	FAT FREE CHOCOLATE MILK	8 ozs.
P M	1. Milk			8 ozs.		8 ozs.		8 ozs.		8 ozs.	
	2. Juice or Fruit or Vegetable (2)	100% FRUIT PUNCH	3/4 c / 6ozs.	100% APPLE JUICE	3/4 c / 6ozs.	100% PARADISE PUNCH JUICE	3/4 c / 6ozs.	100% ORANGE PINEAPPLE JUICE	3/4 c / 6ozs.	100% APPLECHERRY JUICE	3/4 c / 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.	GOLD FISH CRACKERS	1 serv.		1 serv.	ANIMAL CRACKERS	1 serv.	GARDEN SALSA SUN CHIPS	1 serv.
	4. Meat or Meat Alternate (1)	BLUEBERRY YOGURT	1 oz.		1 oz.	MOZZARELLA STRING CHEESE	1 oz.		1 oz.		1 oz.
D I N N E R	1. Meat or Meat Alternate (1)			2 ozs.		2 ozs.		2 ozs.		2 ozs.	
	2. Juice or Fruit or Vegetable (2)		1/2 c / 4ozs.		1/2 c / 4ozs.		1/2 c / 4ozs.		1/2 c / 4ozs.		1/2 c / 4ozs.
	3. Fruit or Vegetable		1/4 c / 2ozs.		1/4 c / 2ozs.		1/4 c / 2ozs.		1/4 c / 2ozs.		1/4 c / 2ozs.
	4. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	5. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Compliant-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
- (2) fax: (833) 256-1665 or (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

ATTACHMENT G CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the Sponsor and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

- (A) The offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to the prices; the intention to submit an offer; or the methods or factors used to calculate the prices offered.
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor prior to opening (in the case of a sealed bid solicitation) or prior to contract award (in the case of a negotiated solicitation); and
 - (3) No attempt has been made or will be made by the offeror to induce any person or entity to submit or not to submit an offer for the purpose of restricting competition.
- (B) Each person signing this offer on behalf of the Food Service Management Company certifies that:
- (1) He or she is the person in the offeror's organization responsible within the organization for determining the prices being offered in the bid or proposal and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in the offeror's organization responsible within the organization for determining the prices being offered in the bid or proposal, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Nu-Way Concessionaires

NAME OF FOOD SERVICE MANAGEMENT COMPANY

Michael Liegel
General Manager

NAME OF FSMC'S AUTHORIZED REPRESENTATIVE

Nu-Way Concessionaires, Inc.
339 - 345 Bergen Avenue
Kearny, NJ 07032

SIGNATURE OF FSMC'S AUTHORIZED REPRESENTATIVE

Michael R. Liegel G.M.

4-20-25

TITLE

DATE

In accepting this offer, the Sponsor certifies that no representative of the Sponsor has taken any action which may have jeopardized the independence of the offer referred to above.

MAYOR, TOWNSHIP OF HILLSIDE

NAME OF SPONSOR

[Signature]

SIGNATURE OF AUTHORIZED REPRESENTATIVE

MAYOR

MAY 7, 2025

TITLE **MAYOR**

DATE

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

ATTACHMENT F

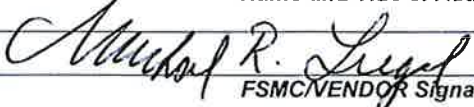
NJDA Summer Food Service Program

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- (1) The prospective lower tier participation certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Nu-Way Concessionaires	
<small>FSMC/VENDOR Name</small>	Michael Liegel
<small>General Manager</small>	
Nu-Way Concessionaires, Inc.	
<small>Name and Title of Authorized FSMC/VENDOR Representative</small>	
<small>339 - 345 Bergen Avenue</small>	
<small>Kearny, NJ 07032</small>	
	4-17-25
<small>FSMC/VENDOR Signature</small>	<small>Date</small>

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Compliant-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
- (2) fax: (833) 256-1665 or (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

7. If the amount of this renewal contract exceeds \$100,000, Contractor shall obtain a performance bond an amount that is equal to 10% of the total contract amount. The bond shall be executed by Contractor and a licensed surety company listed in the current U.S. Department of Treasury Circular 570. The bond shall be furnished not later than ten days following the execution of the renewal contract. Upon satisfactory performance of Contractor's contractual obligations and at the expiration of the renewal contract term, Contractor shall be entitled to cancellation of the performance bond.

Attachments A, C, E, F, and G are hereby incorporated into this agreement. All other terms and conditions of the Original Agreement remain the same.

The parties acknowledge that the Department must approve the terms and conditions of this Contract Renewal Addendum before this contract may go into effect. Should the Department fail to approve this Contract Renewal Addendum, the Sponsor shall be required to engage in the formal bidding process of the Summer Food Service Program for this renewal year.

CIVIL RIGHTS ASSURANCE

"The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

"This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

TOWNSHIP OF HIWASIE
 Legal Name of Sponsor

 Signature of Authorized Sponsor
 Representative Approved to Sign Contractual Agreement
MAYOR
 Title of Authorized Sponsor Representative
MAY 7. 2025
 Date

Nu-Way Concessionaires
 Legal Name of Contractor/FSMG

 Signature of Contractor/FSMC
 Representative Approved to Sign Contractual Agreement
Michael Liegel
 General Manager
Nu-Way Concessionaires, Inc.
 339 - 345 Bergen Avenue
 Kearny, NJ 07032
4-28-25
 Date

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-141**

**RESOLUTION AUTHORIZING THE OF O'TOOLE SCRIVO, LLC AS SPECIAL
LITIGATION COUNSEL IN THE MATTER OF *JAMES DAVIS V. HILLSIDE
TOWNSHIP ET AL.***

WHEREAS, there exists a need for the Township of Hillside to retain outside counsel in connection with the litigation entitled *James Davis v. Hillside Township et al.*, Docket No. L-4085-23, currently pending in the Superior Court of New Jersey, Union County; and

WHEREAS, the law firm of O'Toole Scrivo, LLC, 14 Village Park Road, Cedar Grove, New Jersey 07009, was appointed by the Township of Hillside's ("Township") insurance carrier, Statewide Insurance Fund, to provide legal services in connection with this litigation on behalf of the Township; and

WHEREAS, O'Toole Scrivo, LLC has submitted a Retainer Agreement outlining the scope of representation, which is limited to the aforementioned litigation and does not include any appeals, and providing for compensation at a blended hourly rate of \$225.00 per hour plus reimbursement of expenses incurred to be paid by the Township; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Hillside, County of Union, State of New Jersey, that the law firm of O'Toole Scrivo, LLC is hereby appointed as Special Litigation Counsel to represent the Township in the matter of *James Davis v. Hillside Township, et al.*, under the terms and conditions set forth in the Retainer Agreement; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Retainer Agreement with O'Toole Scrivo, LLC for legal services in connection with the matter *James Davis v. Hillside Township et al.*, Docket No. L-4085-23.

Craig M. Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna E. Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

O'TOOLE SCRIVO

A LIMITED LIABILITY COMPANY

JOSHUA A. ZIELINSKI
jzielinski@oslaw.com

CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

February 18, 2025

Via Email

Honorable Dahlia O. Vertreese, Mayor
Township of Hillside
1409 Liberty Avenue
Hillside, NJ 07205

Re: *Engagement of O'Toole Scrivo*

Dear Mayor Vertreese:

This letter shall serve as the agreement (“Agreement”) between O’Toole Scrivo, LLC (the “Firm”) and the Township of Hillside, You, Steeve Augustin, Hope Smith, and Anthony Russomanno (collectively “Client”) with regard to the Firm’s representation of Client, as more particularly described herein.

Scope of Services and Limited Representation. The Firm’s representation of Client shall be limited to the matter of James Davis v. Hillside Township et al., Docket No. L-4085-23, currently pending in the Superior Court of New Jersey, Union County. This representation does not include any appeals. To the extent that we are asked to provide additional services beyond the initial scope of work, it will be the subject of and memorialized in a separate writing.

Fee Structure. The Firm’s billing practices include the maintenance of a detailed record of the time spent on matters by each professional. Nicole DeMuro will be the primary attorney in charge of your matter and your primary contact. Other attorneys will be assisting her as necessary. All attorneys time will be billed at the blended rate of \$225.00 per hour.

Expenses. It is often most efficient for the Firm to advance out-of-pocket costs for various expenses (e.g., travel, copying costs, electronic research, telephone charges and similar expenses). These expenses will be charged as disbursements by the Firm in the regular billing process. In litigated matters, we include payments we must make for process servers, court reporters, witness fees and so on. We also make a separate charge for the use of “LEXIS,” which is a computerized legal research system that in our experience significantly reduces a lawyer’s research time. Where such expenses are substantial, however, the Firm may send invoices to Client for direct payment, such as invoices from experts, investigators, and consultants. In such instances, Client will be consulted prior to the Firm incurring such an expense.

Payment. The Firm will issue monthly statements for its hourly fees and costs for services provided. Payment will be due no later than 30 days after the date of the Firm’s statement. If the

Firm does not receive comment about the statement within 30 days of the statement date, the Firm will assume that Client has seen the bill and that it is acceptable. Statements not paid within 90 days may be subject to a late charge of 1.25% per month (15% per year) on the unpaid balance commencing from the date of the original statement and continuing until paid.

Estimates Not Binding. It is often impractical to determine in advance the amount of effort that will be needed to complete all the necessary work on a matter, or the total amount of fees and expenses that may be incurred. If any estimates or budgets are provided by the Firm to Client, such estimates or budgets may need to be adjusted upward or downward in response to changing circumstances. Unless otherwise expressly agreed in writing, the Firm's estimates and budgets are not intended to be binding, are subject to unforeseen circumstances, and by their nature are inexact.

Fees Not Contingent. Unless otherwise specifically agreed in writing, the Firm's fees are not contingent upon the outcome or completion of the matter.

Delinquent Accounts. If any of the Firm's statements remain unpaid for more than 90 days, the Firm may, consistent with its ethical obligations, cease performing services until arrangements satisfactory to the Firm have been made for payment of arrearages and prospective future fees. We may also seek to withdraw from representing Client or from any litigated matter in the event of the Client's nonpayment of any invoice.

Cooperation. Client must fully cooperate with the Firm. Without limitation, this means that Client must inform the Firm of any material information (or change in such material information) that may arise during the Firm's representation of Client.

Nonpublic Client Information. In the course of providing legal services and advice, the Firm may receive nonpublic information from Client. All nonpublic information that the Firm receives from Client will be held in confidence, except as agreed to by Client, as necessary to carry out the representation, or as required under applicable law. In order to protect the Client's nonpublic information, the Firm maintains safeguards that comply with the Firm's professional standards and obligations.

Client should be aware, however, that electronic communications, such as e-mail, have an inherent risk of third-party access. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party (or may not be delivered to each of the parties to whom they are directed), the Firm cannot guarantee or warrant that e-mails will be properly delivered and read only by the addressee. Therefore, the Firm specifically disclaims (and Client explicitly waives) any liability or responsibility whatsoever for interception or unintentional disclosure of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by or to the Firm in connection with the services provided under this Agreement. If Client requires the use of a specific communication format (e.g., encrypted e-mail), Client must so advise the Firm. If Client does not so advise the Firm, the Firm will generally use unencrypted e-mails in its communications with Client.

Document Retention and Destruction of Client Materials. In the course of the Firm's representation of Client, the Firm is likely to come into possession of documents or other materials belonging to Client or otherwise constituting Client records. This may include correspondence, pleadings, transcripts, exhibits, physical evidence, and other items reasonably necessary to the Firm's representation of Client (collectively, "Client Materials"). Once the particular matter to which those Client Materials relate has been concluded, the Firm will make arrangements either to return the Client Materials to Client, retain them in our storage facilities, or dispose of them. If Client does not request their return, and in the absence of any other specific arrangements or legal requirements to the contrary, Client agrees that the Firm may (but is not required to) dispose of those Client Materials and the Firm will be relieved of any responsibility to Client with respect to them. If the Firm concludes that it would be inappropriate or impermissible to destroy all or any portion of Client Materials, Client agrees that the Firm may return or deliver the Client Materials to Client at Client's last known address, and the Firm will be relieved of any responsibility with respect to them. The Firm may retain copies of such Client Materials if the Firm chooses.

Conflicts of Interest. At the present time, there do not appear to be any conflicts of interest relating to the Firm's representation of Client in this matter. Should a conflict arise in the Firm's representation of Client in this matter, however, the Firm reserves the right to seek appropriate conflict waivers and/or to withdraw as counsel pursuant to the Rules of Professional Conduct.

Disclaimer of Guarantee. Although the Firm may offer an opinion about possible results regarding the subject matter of this Agreement, the Firm cannot guarantee any particular result. Client acknowledges that the Firm has made no promises about the outcome of this matter and that any opinion that may be offered by the Firm in the future is not a guarantee.

Termination of Representation. Client can terminate the Firm's services at any time. If Client decides to terminate the Firm's services, Client will give the Firm prompt written notice of the termination. Upon termination, Client will remain obligated to pay for all services rendered and costs or expenses paid or incurred by the Firm on Client's behalf before the termination or which are reasonably necessary thereafter. If the Firm is counsel of record in any proceeding, Client agrees to promptly execute and return to the Firm a Substitution of Attorney form.

The Firm can also withdraw from this representation at any time, except to the extent limited by applicable law or Rules of Professional Conduct. Some reasons for the Firm's withdrawal might include:

- Client's failure to honor the terms of this Agreement or to pay the Firm's statements in a timely manner;
- Client insists upon conduct contrary to the Firm's advice on this matter or makes it unreasonably difficult for the Firm to carry out the representation of Client; or
- Facts or circumstances arise that, in the Firm's view, render continuing representation of the Client unlawful or unethical.

Dahlia O. Vertreese, Mayor

February 18, 2025

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Notwithstanding such withdrawal, Client will remain obligated to pay the Firm for all services provided and to reimburse the Firm for all costs and expenses paid or incurred on Client's behalf before the termination or which are reasonably necessary thereafter.

Selection Of Venue. In the event of a dispute between Client and the Firm regarding a matter other than fees and/or costs (including any dispute arising from or relating to the Firm's services) and/or involving a fee dispute over which the District Fee Arbitration Committee declined jurisdiction, Client and the Firm agree that all matters shall be brought in the Superior Court of New Jersey, Essex County or, as appropriate, the United States District Court for the District of New Jersey, Newark Vicinage.

Governing Law. This Agreement shall be governed by, and construed according to, the laws of the State of New Jersey.

This letter constitutes the entire fee arrangement between the Firm and Client. Please read this agreement in its entirety. If you agree to the terms and conditions of this agreement, kindly sign and date the original where indicated and return to us. You should retain a copy of this letter for your files.

We will direct all communications to Client through you unless we are instructed otherwise. We will keep you advised of all significant developments as they occur. As always, if you have any questions about any aspect of our arrangement or the conduct of the matter, please feel free to raise those questions with us at any time. We appreciate the confidence that you have shown in O'Toole Scivo, and we look forward to working with you on this matter.

Very truly yours,

/s/ Joshua A. Zielinski

Joshua A. Zielinski

ACCEPTED AND AGREED:

DAHLIA O. VERTREESE, MAYOR

Name: _____

Dated:

Dahlia O. Vertreese, Mayor

February 18, 2025

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EXHIBIT "A"

WIRE INSTRUCTIONS

BANK: JPMorgan Chase Bank, NA

SWIFT CODE: CHASUS33 (not needed for domestic wires)

ROUTING NUMBER: 021000021

ACCOUNT NUMBER: 395756650

ACCOUNT HOLDER: O'Toole Scrivo, LLC

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-142**

**RESOLUTION AMENDING RESOLUTION R-25-115 FOR THE AUTHORIZATION FOR
REFUND FOR EXEMPT PROPERTY 2025 TAXES (BLOCK 1011, LOT 21)**

WHEREAS, the Township Council of the Township of Hillside adopted Resolution R-25-115 on April 22, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Hillside that Resolution R-25-115 is hereby amended as follows:

The Tax Collector is hereby authorized to make the necessary changes to said account accordingly.

Block 1011 Lot 21 Wayne & Patricia Keys, 1462 Morris Place, Hillside, NJ 07205

Property Location: 1462 Morris Place, Hillside, NJ 07205

Craig M. Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna E. Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-115**

AUTHORIZATION FOR REFUND FOR EXEMPT PROPERTY 2025 TAXES (BLOCK 1011, LOT 21)

WHEREAS: the property owner was granted for the Veteran's Exemption by the Department of Veteran Affairs on August 10, 2022, and

WHEREAS: the property owner was approved for a Veteran's Exemption on April 15, 2025, for tax year 2025 & 2024 per ordinance No. O-13-006, by the Tax Assessor.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Hillside that:

1. The Tax Collector is hereby authorized to make the necessary changes to said account accordingly.

Block 411 Lot 52 Michael R & Cordelia Y Mickens, 1461 Stanley Terr, Hillside, NJ 07205

Property Location: 1461 Stanley Terr.

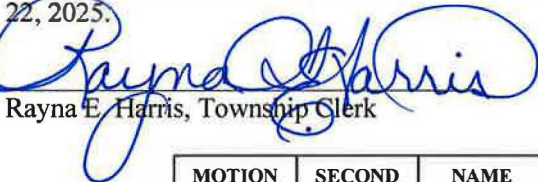
2. This resolution shall take effect immediately.
3. The Township Clerk shall provide a copy of this resolution to the property owner.



Craig M. Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a duly held meeting on April 22, 2025.



Rayna E. Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
	X	Bonanno	X				
		Feuerstein	X				
		Garretson	X				
		Hyatt	X				
		Joyner					X
X		Rios, VP	X				
		Epps, Pres.	X				

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-143**

**RESOLUTION AUTHORIZATION FOR REFUND FOR EXEMPT PROPERTY 2024
TAXES (BLOCK 1011, LOT 21)**

WHEREAS, the owner of the property known as Block 1011 Lot 21 was approved for a disabled Veteran Exemption on May 28, 2025 per resolution R-25-XXX, and

WHEREAS, Township of Hillside Ordinance #O-13-006 only allows for up to one year refund on municipal portion only, and

WHEREAS, The Tax year 2024 has been paid in full, and

WHEREAS, Township of Hillside Ordinance #O-13-006 allows for any retroactive refund to be paid in (3) equal partial payments over a 36 months period.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HILLSIDE THAT:

1. The Chief Financial Officer is hereby authorized to issue a checks in the amount of as follows:

June 16, 2025, \$1,130.11
June 16, 2026, \$1,130.11
June 16, 2027, \$1,130.12

Block 1011 Lot 21 Wayne & Patricia, 1462 Morris Place, Hillside, NJ 07205

Property Location: 1462 Morris Place.

2. This resolution shall take effect immediately.

Craig M. Epps, Council President

ATTEST:

I, Rayna Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-144**

**RESOLUTION AUTHORIZATION FOR REFUND FOR EXEMPT PROPERTY 2025
TAXES (BLOCK 402, LOT 13)**

WHEREAS: the property owner was approved for a Veteran’s Exemption on April 15, 2025, for tax year 2025 by the Tax Assessor and

WHEREAS: the owner of the property has a two-family house which will result in only a 50% veteran exemption of the property taxes for tax year 2025.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Hillside that.

1. The Tax Collector is hereby authorized to make the necessary changes to said account accordingly.

Block 402 Lot 13 Javier Made, 1572 Summit Ave, Hillside, NJ 07205

Property Location: 1572 Summit Ave

2. This resolution shall take effect immediately.
3. The Township Clerk shall provide a copy of this resolution to the property owner.

Criag M. Epps, Council President

ATTEST:

I, Rayna Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Epps					
		Joyner					
		Garretson					
		Rios					
		Hyatt					
		Feuerstein					

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-145**

RESOLUTION AUTHORIZING SEWER USER CHARGES FOR 2025

WHEREAS, the Annual Assessment Report has been received by the Township of Hillside from Joint Meeting of Essex and Union Counties that enables the annual calculation of Sewer User Charges for the year 2025, as prescribed by law.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Hillside that the sewer User Charges for 2025 be, and are hereby established as follows:

CLASS 1: Residential units @ \$209.00 per unit

CLASS 2: Commercial / Industrial properties (Class 4A & Class 4B) as designated in the current tax duplicate at \$209.00 per 59,400 gallons per year of water use with a minimum charge of \$209.00.

CLASS 3: Industrial user charge as calculated by Joint Meeting to be billed separately as follows:

<u>BLOCK</u>	<u>LOT</u>	<u>NAME</u>	<u>AMOUNT</u>
1801	5	Hillside Beverage	\$40,002.91
1108	47	Manhattan Drugs	\$1,994.93
201	3	AAK Foodservice	\$205,122.62
1802	4	A&H Products	\$21,799.57
101	18	Union Beverages	\$2,546,933.06

BE IT FURTHER RESOLVED that the due date for payment of the above Sewer User Charges shall be June 16, 2025.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Tax Collector

Craig M Epps, Council President

ATTEST:

I, Rayna Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-146**

**RESOLUTION AUTHORIZING REFUND OF PREMIUMS FOR TAX SALE
CERTIFICATES**

WHEREAS, Certificates of Sale for unpaid municipal taxes were issued and sold to the lien holders listed on the attached spreadsheet; and

WHEREAS, premiums were paid to acquire these Certificates of Sale; and

WHEREAS, these Certificates of Sale have been fully paid and satisfied.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HILLSIDE THAT:

1. The Chief Financial Officer is authorized to issue checks, as indicated on the attached spreadsheet, to refund premiums.
2. This resolution shall take effect immediately.

Craig M. Epps, Council President

ATTEST:

I, Rayna Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna Harris, Township Clerk

MOTION	SECOND	NAME	YEAS	NAYS	ABSTAIN	ABSENT	EXCUSED
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

Lien Holder	Lien Holder Address	Certificate Number	Block	Lot	Property Location	Premium Amount
American Tax Lien Fund LLC	PO Box 237174 New York, NY 10023	24-327	913	21	217 Arthur St	\$6,500.00
					Total	\$6,500.00
BB 316 Investments LLC	PO Box 953 Lakewood, NJ 08701	20-095	601	8	1386 Norman St	\$14,000.00
					Total	\$14,000.00
FCR TL Trust	PO Box 67513 Newark, NJ 07101	24-398	1007	36	1521 Morris Pl	\$5,800.00
					Total	\$5,800.00
Pro Cap 8, LLC/Pro Cap 8 FBO Firstrust Bank	PO Box 774 Fort Washington, PA 19034	24-014	302	13	1464 Leslie St	\$100.00
		24-052	401	38	1518 Liberty Ave	\$100.00
		24-066	405	19	275 Belleview Terr	\$500.00
		24-093	411	30	1448 Compton Terr	\$100.00
		24-117	416	4	1603 Aldine St	\$100.00
		24-124	419	13	1464 Maple Ave	\$100.00
		24-147	501	8	35 Eastern Parkway	\$100.00
		21-155	503	10	50 Eastern Parkway	\$100.00
		24-168	508	3	628 Buchanan St	\$100.00
		24-180	509	42	525 Tillman St	\$100.00
		24-228	702	24.01	358 Yale Ave	\$100.00
		24-304	901	16	243 Conant St	\$100.00
		24-316	910	2.01	1195 So State St	\$100.00
		24-319	911	21	1039 Voorhees St	\$100.00
		24-327	914	9	1069 Chester St	\$100.00
		24-363	1002	6	39 Bailey Ave	\$100.00
		24-368	1003	22	68 Bailey Ave	\$100.00
		24-423	1104	8	1423 Highland Ave	\$100.00
		22-187	1105	20	1728 Orchard Terr	\$1,700.00
		24-447	1108	11	1389 Liberty Ave	\$100.00
		24-518	1301	38	70 Warwick Rd	\$100.00
		24-519	1301	40	80 Warwick Rd	\$100.00
		24-525	1304	8	96 Valley View Rd	\$7,200.00
		24-613	1602	24	172 Wilder St	\$100.00
		24-643	1612	3	126 North Ave	\$100.00
		24-652	1702	15	111 West King St	\$100.00
		24-657	1703	31	111-113 Woodruff Pl	\$100.00
		23-753	1703	59	125 Conant St	\$100.00
		22-307	1711	30	13 Queen Court	\$1,900.00
					Total	\$13,800.00
Pvone Capital, LLC	100 N LaSalle - Suite 70 Chicago, IL 60602	21-058	411	36	1430 Compton Tr	\$69,500.00
					Total	\$69,500.00
Ram Tax Lien Fund II LP/RTLFL-NJ II LLC	P. O. Box 71054 Chicago, IL 60694	24-641	1609	16	635 Irvington Ave	\$25,500.00
					Total	\$25,500.00
Tower DB XIII Trust 2023-1/WSFS Cust Tower DB		23-052	310	27	337 Winans Ave	\$4,800.00
					Total	\$4,800.00
Trystone Capital Assets LLC	PO Box 1030 Brick, NJ 08723	22-010	306	6	1571 Wainwright St	\$1,800.00
		24-225	702	12	402 Yale Ave	\$21,500.00
					Total	\$23,300.00
Yanchun Zhang		22-001	102	1	475-99 Hillside Ave	\$81,000.00

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-147**

**RESOLUTION AUTHORIZING AN EVENT APPLICATION FOR A COMPTON BLOCK
PARTY ON FITZPATRICK STREET**

WHEREAS, Deborah Gilchrist has submitted an Event Application for a Block Party being held on Saturday, June 28, 2025 (rain date: July 5, 2025), from 12:00 p.m. ending at 9:00 p.m. 195 Fitzpatrick Street located in Hillside, New Jersey; and

WHEREAS, said application has been presented to the Police, Fire, Building, Recreation, and Health Departments for findings and recommendations; and

WHEREAS, the Township Clerk has reported that the requisite fee has been paid; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Hillside, County of Union, State of New Jersey, that Deborah Gilchrist is issued an Event / Street Closure License in accordance with the Event Application provided the non-refundable application fee.

Craig M. Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna E. Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

**TOWNSHIP OF HILLSIDE
RESOLUTION R-25-148**

**RESOLUTION AUTHORIZING EMERGENCY TEMPORARY BUDGET
APPROPRIATION FOR TOTAL SUM OF \$2,162,917.38**

WHEREAS, an emergent condition has arisen wherein the appropriation set forth in the calendar year of 2025 temporary budget are insufficient to meet the financial obligation as set forth below and the payroll for municipal officers and employees; and

WHEREAS, the permanent budget for the calendar year 2025 has not yet been adopted; and

WHEREAS, the total emergency temporary resolution adopted for the calendar year 2025 pursuant to the provisions of N.J.S.A. 40A:4-20 is \$1,858,354.88 within the Appropriations “CAPS” and \$304,562.50 excluded from the “CAPS” for the Current Fund and, for a Grand Total of \$2,162,917.38; and

NOW, THEREFORE, BE IT RESOLVED, by the Township of Hillside, by (not less than two-thirds (2/3) of all members of thereof affirmatively concurring), that, in accordance with the aforementioned statute, the CFY 2025 temporary budget be and the same is hereby amended to provide for an additional emergency temporary appropriation in the total amount of \$2,162,917.38 and distributed as follows:

Appropriations Within “CAPS”		
<u>Department</u>	<u>Type</u>	<u>Amount</u>
Administration and Executive	SW	\$
Administration and Executive	OE	\$7,875.00
Economic Development	SW	\$7,000.00
Economic Development	OE	\$
Record Retention	OE	\$
Repair and Maintenance Contracts	OE	\$0
Township Clerk’s Office	SW	
Township Clerk’s Office	OE	\$9,187.50
Advertising	OE	
Election	OE	\$4,375.00
Township Council	SW	\$7,568.75
Township Council	OE	\$1,050.00
Financial Administration	SW	\$
Financial Administration	OE	\$15,312.50
Annual Audit	OE	\$7,000.00
Assessment of Taxes	SW	\$
Assessment of Taxes	OE	\$
Computer Services	OE	\$3,500.00
Collection of Taxes	SW	\$
Collection of Taxes	OE	\$5,687.50

Legal Service	SW	\$18,375.00
Legal Service	OE	\$29,312.50
Municipal Prosecutor	SW	\$3,062.50
Municipal Prosecutor	OE	\$
Engineering Service	SW	\$0
Engineering Service	OE	\$19,250.00
Alcohol Beverage Control Board	OE	\$700.00
	SW	\$0
	OE	\$0
Buildings and Grounds	SW	\$
Buildings and Grounds	OE	\$9,625.00
Planning Board	SW	\$218.75
Planning Board	OE	\$
Zoning Cost	SW	\$218.75
Zoning Cost	OE	\$437.50
Postage	OE	\$3,937.50
Unemployment Compensation	OE	\$7,875.00
Workman's Compensation	OE	
Group Insurance Plan for Employee	OE	\$750,000.00
Insurance Other	OE	
NJSTDI	OE	
Fire	SW	\$
Fire	OE	\$19,250.00
Fire Ambulance Service	OE	\$3,500.00
Uniform Fire Safety Act (P.L 1983)	SW	\$6,562.50
Uniform Fire Safety Act (P.L 1983)	OE	\$1,050.00
Police	SW	\$
Police	OE	\$24,500.00
Traffic Lights	OE	\$6,562.50
School Crossing Guards	SW	\$
Garage Service & Repair	SW	\$
Garage Service & Repair	OE	\$8,750.00
Office of Emergency Management	SW	\$787.50
Office of Emergency Management	OE	\$1,312.50
Roads Repairs and Maintenance	SW	\$209,373.75
Roads Repairs and Maintenance	OE	\$68,437.50
Garbage and Trash Collection	OE	\$238,437.50
Sewer System	OE	\$15,750.00
Sewer Pumping Station	OE	\$13,125.00
Board of Health	SW	\$19,687.50
Board of Health	OE	\$2,625.00
Dog License Regulation	OE	\$6,825.00
Community Recreation Committee	SW	\$23,012.50

Community Recreation Committee	OE	\$3,850.00
Senior Citizens Program	SW	\$17,500.00
Senior Citizens Program	OE	\$1,662.50
Celebration of Public Events- Mayor	OE	\$525.00
Celebration of Public Events - Municipal Council	OE	\$525.00
Municipal Court	SW	\$
Municipal Court	OE	\$5,250.00
Public Defender	OE	\$1,575.00
TV	OE	\$0
Uniform Construction Code Official	SW	\$42,875.00
Uniform Construction Code Official	OE	\$1,312.50
Utilities	OE	\$65,187.50
Street Lighting	OE	\$31,062.50
Fire Hydrant	OE	\$26,250.00
Group Insurance Waiver	OE	\$0
Salary Adjustment Account	SW	\$
Accumulated Leave	OE	\$
Temporary and Summer Employees	SW	\$
Contingent	OE	\$131.25
PERS	OE	\$
PFRS	OE	\$
Social Security (FICA)	OE	\$94,500.00
Consolidated PD/FD	OE	\$23.63
DCRP	OE	\$3,412.50
Total		\$1,858,354.88

Appropriations Excluded from "CAPS"

<u>Department</u>	<u>Type</u>	<u>Amount</u>
Maintenance of Free Public Library	OE	\$256,000.00
Joint Truck Sewer	OE	
Reserve for Tax Appeals	OE	\$
Union County Fire & EMS Dispatch Services	OE	\$15,48750
Matching Funds for Grants	OE	\$26,250.00
Union County Health Officer	OE	\$6,825.00
Capital Improvement Fund	OE	\$
Interest on Notes	OE	\$
Payment of Bond Principal	OE	\$
Interest on Bonds	OE	\$
NJEIT Principal	OE	\$

NJEIT Interest	OE	\$
NJDCA Demolition Loan	OE	\$
UCIA Principal	OE	\$0
UCIA Interest	OE	\$0
Total Temporary Appropriation Excluded From the "CAPS"		\$304,562.50

Swimming Pool

<u>Department</u>	<u>Type</u>	<u>Amount</u>
Swimming Pool S & W	SW	\$0
Swimming Pool O & E	OE	\$0
Swimming Pool Debt Services - Notes	OE	\$0
Swimming Pool Debt Service Interest	OE	\$0
Total Swimming Pool		<u>\$0</u>

Craig M. Epps, Council President

ATTEST:

I, Rayna E. Harris, Township Clerk of the Township of Hillside, County of Union, State of New Jersey, do hereby certify that this is a true copy of a resolution adopted by the Township Council at a meeting held on May 28, 2025.

Rayna E. Harris, Township Clerk

<u>MOTION</u>	<u>SECOND</u>	<u>NAME</u>	<u>YEAS</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>EXCUSED</u>
		Bonanno					
		Feuerstein					
		Garretson					
		Hyatt					
		Joyner					
		Rios, VP					
		Epps, CP					

TOWNSHIP OF HILLSIDE
2025 TEMPORARY BUDGET
BASED ON 26.25% OF 2024
BUDGET

APPROPRIATIONS IN CAPS

Department	2024 Budget Sheet	Line Item Description	2024 Adopted Budget	2025 Emergency Temp Budget 26.25%
Admin	SHEET 12	SW	\$ 233,920.00	\$ -
	SHEET 12	Dept Exp	\$ 30,000.00	\$ 7,875.00
	SHEET 12	Record Retention	\$ 10,000.00	
Economic Development				
	SHEET 12	SW	\$ 80,000.00	\$ 7,000.00
	SHEET 12	OE	\$ 4,000.00	
Clerk				
	SHEET 12	SW	\$ 264,000.00	
	SHEET 12	Miscellaneous	\$ 35,000.00	\$ 9,187.50
	SHEET 12	Advertising	\$ 10,000.00	
Council				
	SHEET 12	SW	\$ 86,500.00	\$ 7,568.75
	SHEET 12	OE	\$ 12,000.00	\$ 1,050.00
Elections				
	SHEET 12	OE	\$ 50,000.00	\$ 4,375.00
Finance				
	SHHET 13	SW	\$ 485,000.00	
	SHEET 13	OE	\$ 175,000.00	\$ 15,312.50
	SHEET 13	Annual Audit	\$ 80,000.00	\$ 7,000.00
Assessment of Taxes				
	SHEET 13	SW	\$ 85,000.00	
	SHEET 13	OE	\$ 12,000.00	
Computer Service				
	SHEET 13	OE	\$ 40,000.00	\$ 3,500.00
Collection of Taxes				
	SHEET 13	SW	\$ 175,000.00	
	SHEET 13	OE	\$ 65,000.00	\$ 5,687.50
Legal Services				
	SHEET 13	SW	\$ 140,000.00	
	SHEET 13	OE	\$ 335,000.00	\$ 29,312.50
Prosecutor				
	SHEET 13	SW	\$ 35,000.00	\$ 3,062.50
	SHEET 13	OE	\$ 2,000.00	
Engineering				
	SHEET 14	SW	\$ -	\$ -
	SHEET 14	OE	\$ 220,000.00	\$ 19,250.00
Buildings & Grounds				
	SHEET 14	SW	\$ 180,000.00	
	SHEET 14	OE	\$ 110,000.00	\$ 9,625.00
Planning				
	SHEET 14	SW	\$ 2,500.00	\$ 218.75
	SHEET 14	OE	\$ 60,000.00	
Zoning				
	SHEET 14	SW	\$ 2,500.00	\$ 218.75
	SHEET 14	OE	\$ 5,000.00	\$ 437.50
ABC				
	SHEET 14	OE	\$ 8,000.00	\$ 700.00
Postage				
	SHEET 14	OE	\$ 45,000.00	\$ 3,937.50
Insurance				
	SHEET 15	Unemployment	\$ 90,000.00	\$ 7,875.00
	SHEET 15	Group	\$ 6,155,500.00	\$ 750,000.00
	SHEET 15	Workers Comp	\$ 475,000.00	
	SHEET 15	Other	\$ 850,000.00	
	SHEET 15	NJSTDI	\$ 49,000.00	
Fire				
	SHEET 15	SW	\$ 6,783,920.00	
	SHEET 15	OE	\$ 220,000.00	\$ 19,250.00
	SHEET 15	Ambulance Srvc	\$ 40,000.00	\$ 3,500.00
Fire Off				
	SHEET 15	SW	\$ 75,000.00	\$ 6,562.50
	SHEET 15	OE	\$ 12,000.00	\$ 1,050.00
Police				
	SHEET 15A	SW	\$ 8,717,250.00	
	SHEET 15A	OE	\$ 280,000.00	\$ 24,500.00
Traffic Lights				
	SHEET 15A	OE	\$ 75,000.00	\$ 6,562.50
Crossing Guards				
	SHEET 15A	SW	\$ 245,000.00	
Garage				
	SHEET 15A	SW	\$ 105,000.00	
	SHEET 15A	OE	\$ 100,000.00	\$ 8,750.00
OEM				
	SHEET 15A	SW	\$ 9,000.00	\$ 787.50
	SHEET 15A	OE	\$ 15,000.00	\$ 1,312.50
Roads				
	SHEET 15A	SW	\$ 1,595,000.00	\$ 209,343.75
	SHEET 15A	OE	\$ 325,000.00	\$ 68,437.50
Garbage, Trash & Recycling Collection				
	SHEET 15B	OE	\$ 2,725,000.00	\$ 238,437.50
Sewer System				
	SHEET 15B	OE	\$ 60,000.00	\$ 15,750.00
Sewer Pumping System				
	SHEET 15B	OE	\$ 50,000.00	\$ 13,125.00

TOWNSHIP OF HILLSIDE
2025 TEMPORARY BUDGET
BASED ON 26.25% OF 2024
BUDGET

APPROPRIATIONS IN CAPS

Department	2024+B7 Budget Sheet	Line Item Description	2024 Adopted Budget	2025 Emergencny Temp Budget
Board of Health	SHEET 15B	SW	\$ 225,000.00	\$ 19,687.50
	SHEET 15B	OE	\$ 30,000.00	\$ 2,625.00
Dog Licensing Regulation				
	SHEET 15B	OE	\$ 78,000.00	\$ 6,825.00
Community Recreation Committee				
	SHEET 15C	SW	\$ 263,000.00	\$ 23,012.50
	SHEET 15C	OE	\$ 44,000.00	\$ 3,850.00
Senior Citizens				
	SHEET 15C	SW	\$ 200,000.00	\$ 17,500.00
	SHEET 15C	OE	\$ 19,000.00	\$ 1,662.50
Public Events				
	SHEET 15C	O/E - Admin	\$ 6,000.00	\$ 525.00
	SHEET 15C	O/E - Council	\$ 6,000.00	\$ 525.00
Municipal Court				
	SHEET 15D	SW	\$ 350,000.00	
	SHEET 15D	OE	\$ 60,000.00	\$ 5,250.00
Public Defender				
	SHEET 15D	OE	\$ 18,000.00	\$ 1,575.00
Cable TV & Public Access				
	SHEET 15D	OE	\$ -	\$ -
Building Inspector				
	SHEET 16	SW	\$ 490,000.00	\$ 42,875.00
	SHEET 16	OE	\$ 15,000.00	\$ 1,312.50
Utilities				
	SHEET 17	Utilities - All	\$ 745,000.00	\$ 65,187.50
	SHEET 17	Street Lighting	\$ 355,000.00	\$ 31,062.50
	SHEET 17	Fire Hydrant Srvc	\$ 300,000.00	\$ 26,250.00
Temporary & Summer Employees				
	SHEET 17	SW	\$ 36,000.00	
Accumulated Leave Compensation				
	SHEET 17	SW	\$ 500,000.00	
Group Insurance				
	SHEET 17	Health Insurance Wa	\$ -	\$ -
Salary Adjustment Account				
	SHEET 17	SW	\$ 110,000.00	
Contingent				
	SHEET 17	OE	\$ 500.00	\$ 131.25
PERS				
	SHEET 19		\$ 704,525.00	
Social Security System (O.A.S.I.)				
	SHEET 19		\$ 720,000.00	\$ 94,500.00
Consolidated Police & Firemen's Pension Fund				
	SHEET 19		\$ 90.00	\$ 23.63
PFRS				
	SHEET 19		\$ 3,838,608.00	
Defined Retirement Contribution Plan				
	SHEET 19		13000	\$ 3,412.50
TOTAL APPROPRIATIONS IN CAPS			\$ 41,255,813.00	\$ 1,858,354.88

APPROPRIATIONS OUT OF CAPS

Library	SHEET 20		\$ 972,937.00	\$ 256,000.00
Joint Trunk Sewer	SHEET 20	OE	\$ 3,405,762.00	
Reserve for Tax Appeals	SHEET 20	OE	\$ 10,000.00	
Union County Fire & EMS Dispatch Services	SHEET 22		\$ 59,000.00	\$ 15,487.50
Union County Health Officer	SHEET 22		\$ 26,000.00	\$ 6,825.00
Matching Funds for Grants	SHEET 25		\$ 100,000.00	\$ 26,250.00
Capital Improvement Fund	SHEET 26		\$ 450,000.00	
Judgements (26.25% of 2024 budget)	SHEET 28	OE	\$ -	\$ -
Payment of Bond Principal	Amortization Schedule		610000	
Interest on Bonds	Amortization Schedule		406818.76	
Interest on notes			20907	
NJEIT Principal	Amortization Schedule		83598.8	
NJEIT Interest	Amortization Schedule		10681.26	
NJDCA Demolition Loan			10500	
UCIA Principal				\$ -
UCIA Interest				\$ -
				\$ 304,562.50
APPROPRIATIONS FOR UTILITIES				
Swimming Pool	SHEET 33			
Total Swim Pool Utility Appropriations				\$ -

TOTAL FOR TEMPORARY BUDGET

TOWNSHIP OF HILLSIDE
2025 TEMPORARY BUDGET
BASED ON 26.25% OF 2024
BUDGET

\$ 2,162,917.38

Budget Status Report

User: glynn 05/22/2025 11:41:47

Date: 00/00/0000 To 12/31/2025 Acc: 01-2010-00-0000-00000 To 01-2010-99-9999-99999 Roll Up Level: Account

Account	Budget	Chapter 159	Adjusted Budget	Transfers	Budget After Transfers	Emergencies	Budget After Modification	Paid or Charged	Encumbered	Paid and Committed	Cash Unexpended	Balance	Cancelled
01-2010 BUDGET													
20-1001 General Administration	61,404.00	0.00	61,404.00	0.00	61,404.00	61,404.00	122,808.00	97,342.88	0.00	97,342.88	25,465.12	25,465.12	0.00
20-1002 General Administration	10,500.00	0.00	10,500.00	0.00	10,500.00	0.00	10,500.00	6,987.77	832.69	7,820.46	3,512.23	2,679.54	0.00
20-1011 Temporary Summer Employees	9,450.00	0.00	9,450.00	0.00	9,450.00	0.00	9,450.00	0.00	0.00	0.00	9,450.00	9,450.00	0.00
20-1012 Temporary Summer Employees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20-1022 Drug and Alcohol Committe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20-1052 Public Relations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20-1062 Municipal Record Retention	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20-1101 Municipal Council	22,706.25	0.00	22,706.25	0.00	22,706.25	15,137.50	37,843.75	36,041.65	0.00	36,041.65	1,802.10	1,802.10	0.00
20-1102 Municipal Council	3,150.00	0.00	3,150.00	0.00	3,150.00	2,100.00	5,250.00	2,459.11	2,375.00	4,834.11	2,790.89	415.89	0.00
20-1201 Municipal Clerk	69,300.00	0.00	69,300.00	0.00	69,300.00	46,200.00	115,500.00	78,543.00	0.00	78,543.00	36,957.00	36,957.00	0.00
20-1202 Municipal Clerk	9,187.50	0.00	9,187.50	0.00	9,187.50	0.00	9,187.50	2,121.74	231.52	2,353.26	7,065.76	6,834.24	0.00
20-1212 ABC Control Board	2,100.00	0.00	2,100.00	0.00	2,100.00	1,400.00	3,500.00	0.00	0.00	0.00	3,500.00	3,500.00	0.00
20-1222 Postage	11,812.50	0.00	11,812.50	0.00	11,812.50	7,875.00	19,687.50	7,260.72	0.00	7,260.72	12,426.78	12,426.78	0.00
20-1232 Advertising	2,625.00	0.00	2,625.00	0.00	2,625.00	0.00	2,625.00	1,087.87	19.35	1,107.22	1,537.13	1,517.78	0.00
20-1242 Photocopy and microfilm	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20-1252 Elections	13,125.00	0.00	13,125.00	0.00	13,125.00	8,750.00	21,875.00	35.75	179.87	215.62	21,839.25	21,659.38	0.00
20-1301 Financial Administration	127,312.50	0.00	127,312.50	0.00	127,312.50	127,312.50	254,625.00	212,774.17	0.00	212,774.17	41,850.83	41,850.83	0.00
20-1302 Financial Administration	45,937.50	0.00	45,937.50	0.00	45,937.50	30,625.00	76,562.50	28,802.61	16,066.46	44,869.07	47,759.89	31,693.43	0.00
20-1352 Audit Services	21,000.00	0.00	21,000.00	0.00	21,000.00	14,000.00	35,000.00	15,000.00	0.00	15,000.00	20,000.00	20,000.00	0.00
20-1401 Data Processing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20-1402 Data Processing	10,500.00	0.00	10,500.00	0.00	10,500.00	7,000.00	17,500.00	5,126.17	105.87	5,232.04	12,373.83	12,267.96	0.00
20-1451 Collection of Taxes	45,937.50	0.00	45,937.50	0.00	45,937.50	45,937.50	91,875.00	74,163.17	0.00	74,163.17	17,711.83	17,711.83	0.00
20-1452 Collection of Taxes	17,062.50	0.00	17,062.50	0.00	17,062.50	11,375.00	28,437.50	13,155.10	7,504.28	20,659.38	15,282.40	7,778.12	0.00
20-1501 Tax Assessment Administration	22,312.50	0.00	22,312.50	0.00	22,312.50	22,312.50	44,625.00	34,369.94	0.00	34,369.94	10,255.06	10,255.06	0.00
20-1502 Tax Assessment Administration	3,150.00	0.00	3,150.00	0.00	3,150.00	0.00	3,150.00	236.14	0.00	236.14	2,913.86	2,913.86	0.00
20-1551 Legal Services	36,750.00	0.00	36,750.00	0.00	36,750.00	36,750.00	73,500.00	58,535.07	0.00	58,535.07	14,964.93	14,964.93	0.00
20-1552 Legal Services	87,937.50	0.00	87,937.50	0.00	87,937.50	58,625.00	146,562.50	13,569.21	2,864.99	16,434.20	132,993.29	130,128.30	0.00
20-1651 Engineering Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20-1652 Engineering Services	57,750.00	0.00	57,750.00	0.00	57,750.00	38,500.00	96,250.00	38,418.00	21,351.20	59,769.20	57,832.00	36,480.80	0.00
20-1701 Economic Development Agencies	21,000.00	0.00	21,000.00	0.00	21,000.00	28,000.00	49,000.00	44,493.84	0.00	44,493.84	4,506.16	4,506.16	0.00
20-1702 Economic Development Agencies	1,050.00	0.00	1,050.00	0.00	1,050.00	0.00	1,050.00	0.00	0.00	0.00	1,050.00	1,050.00	0.00
20-1711 Cable TV and Community/Public	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20-1712 Cable TV and Community/Public	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21-1801 Planning Board	656.25	0.00	656.25	0.00	656.25	437.50	1,093.75	0.00	0.00	0.00	1,093.75	1,093.75	0.00
21-1802 Planning Board	15,750.00	0.00	15,750.00	0.00	15,750.00	0.00	15,750.00	1,997.50	245.00	2,242.50	13,752.50	13,507.50	0.00
21-1851 Zoning Board of Adjustment	656.25	0.00	656.25	0.00	656.25	437.50	1,093.75	0.00	0.00	0.00	1,093.75	1,093.75	0.00
21-1852 Zoning Board of Adjustment	1,312.50	0.00	1,312.50	0.00	1,312.50	875.00	2,187.50	120.00	320.00	440.00	2,067.50	1,747.50	0.00
22-1951 Code Enforcement (Building &	128,625.00	0.00	128,625.00	0.00	128,625.00	85,750.00	214,375.00	206,870.17	0.00	206,870.17	7,504.83	7,504.83	0.00
22-1952 Code Enforcement (Building &	3,937.50	0.00	3,937.50	0.00	3,937.50	2,625.00	6,562.50	2,782.31	501.94	3,284.25	3,780.19	3,278.25	0.00

Account	Budget	Chapter 159	Adjusted Budget	Transfers	Budget After Transfers	Emergencies	Budget After Modification	Paid or Charged	Encumbered	Paid and Committed	Cash Unexpended	Balance	Cancelled
23-2102 Liability Insurance	223,125.00	0.00	223,125.00	0.00	223,125.00	626,875.00	850,000.00	641,613.75	0.00	641,613.75	208,386.25	208,386.25	0.00
23-2152 Worker Compensation Insurance	124,687.50	0.00	124,687.50	0.00	124,687.50	350,312.50	475,000.00	248,025.18	0.00	248,025.18	226,974.82	226,974.82	0.00
23-2202 Employee Group Insurance	1,615,818.75	0.00	1,615,818.75	0.00	1,615,818.75	1,615,818.75	3,231,637.50	2,479,699.95	0.00	2,479,699.95	751,937.55	751,937.55	0.00
23-2212 Health Insurance Waiver	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23-2222 Retirees Prescription Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23-2252 Unemployment Insurance	23,625.00	0.00	23,625.00	0.00	23,625.00	39,375.00	63,000.00	0.00	0.00	0.00	63,000.00	63,000.00	0.00
23-2262 State Disability Insurance	12,862.50	0.00	12,862.50	0.00	12,862.50	12,862.50	25,725.00	0.00	0.00	0.00	25,725.00	25,725.00	0.00
25-2401 Police Department	2,288,278.13	0.00	2,288,278.13	0.00	2,288,278.13	2,288,278.12	4,576,556.25	3,589,884.05	0.00	3,589,884.05	986,672.20	986,672.20	0.00
25-2402 Police Department	73,500.00	0.00	73,500.00	0.00	73,500.00	49,000.00	122,500.00	63,875.89	54,453.11	118,329.00	58,624.11	4,171.00	0.00
25-2411 Crossing Guards	64,312.50	0.00	64,312.50	0.00	64,312.50	42,875.00	107,187.50	81,994.50	0.00	81,994.50	25,193.00	25,193.00	0.00
25-2412 Crossing Guards	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25-2502 Police Dispatch/911	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25-2521 Office of Emergency Management	2,362.50	0.00	2,362.50	0.00	2,362.50	1,575.00	3,937.50	3,807.43	0.00	3,807.43	130.07	130.07	0.00
25-2522 Office of Emergency Management	3,937.50	0.00	3,937.50	0.00	3,937.50	2,625.00	6,562.50	514.48	0.00	514.48	6,048.02	6,048.02	0.00
25-2602 Ambulance Service Fees	10,500.00	0.00	10,500.00	0.00	10,500.00	7,000.00	17,500.00	9,067.51	3,134.03	12,201.54	8,432.49	5,298.46	0.00
25-2651 Fire Department	1,780,779.00	0.00	1,780,779.00	0.00	1,780,779.00	1,780,779.00	3,561,558.00	2,906,118.26	0.00	2,906,118.26	655,439.74	655,439.74	0.00
25-2652 Fire Department	136,500.00	0.00	136,500.00	0.00	136,500.00	91,000.00	227,500.00	151,336.19	47,203.06	198,539.25	76,163.81	28,960.75	0.00
25-2661 Uniform Fire Safety	19,687.50	0.00	19,687.50	0.00	19,687.50	13,125.00	32,812.50	0.00	0.00	0.00	32,812.50	32,812.50	0.00
25-2662 Uniform Fire Safety	3,150.00	0.00	3,150.00	0.00	3,150.00	2,100.00	5,250.00	2,015.00	2,151.62	4,166.62	3,235.00	1,083.38	0.00
25-2751 Municipal Prosecutor	9,187.50	0.00	9,187.50	0.00	9,187.50	6,125.00	15,312.50	12,115.30	0.00	12,115.30	3,197.20	3,197.20	0.00
25-2752 Municipal Prosecutor	525.00	0.00	525.00	0.00	525.00	0.00	525.00	0.00	0.00	0.00	525.00	525.00	0.00
26-2901 Streets and Road Maintenance	418,687.50	0.00	418,687.50	0.00	418,687.50	418,687.50	837,375.00	753,103.22	0.00	753,103.22	84,271.78	84,271.78	0.00
26-2902 Streets and Road Maintenance	85,312.50	0.00	85,312.50	0.00	85,312.50	56,875.00	142,187.50	72,473.28	47,999.08	120,472.36	69,714.22	21,715.14	0.00
26-3001 Other Public Works functions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-3002 Other Public Works functions	35,437.50	0.00	35,437.50	0.00	35,437.50	28,875.00	64,312.50	7,848.49	19,525.93	27,374.42	56,464.01	36,938.08	0.00
26-3052 Solid Waste Collection	715,312.50	0.00	715,312.50	0.00	715,312.50	1,430,625.00	2,145,937.50	646,515.29	174,606.63	821,121.92	1,499,422.21	1,324,815.58	0.00
26-3062 Solid Waste Management	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26-3101 Buildings and Grounds	47,250.00	0.00	47,250.00	0.00	47,250.00	31,500.00	78,750.00	0.00	0.00	0.00	78,750.00	78,750.00	0.00
26-3102 Buildings and Grounds	28,875.00	0.00	28,875.00	0.00	28,875.00	19,250.00	48,125.00	26,613.84	19,544.58	46,158.42	21,511.16	1,966.58	0.00
26-3151 Vehicle Maintenance	27,562.50	0.00	27,562.50	0.00	27,562.50	27,562.50	55,125.00	42,648.83	0.00	42,648.83	12,476.17	12,476.17	0.00
26-3152 Vehicle Maintenance	26,250.00	0.00	26,250.00	0.00	26,250.00	17,500.00	43,750.00	34,525.12	8,242.35	42,767.47	9,224.88	982.53	0.00
27-3301 Public Health Services	59,062.50	0.00	59,062.50	0.00	59,062.50	39,375.00	98,437.50	79,637.90	0.00	79,637.90	18,799.60	18,799.60	0.00
27-3302 Public Health Services	7,875.00	0.00	7,875.00	0.00	7,875.00	5,250.00	13,125.00	7,563.61	550.36	8,113.97	5,561.39	5,011.03	0.00
27-3322 Protective Gear & Hazardous& I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27-3402 Animal Control	20,475.00	0.00	20,475.00	0.00	20,475.00	13,650.00	34,125.00	22,500.00	7,500.00	30,000.00	11,625.00	4,125.00	0.00
27-3451 Welfare/Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27-3452 Welfare/Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27-7142 BLOODBORNE PATHOGENS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28-3701 Recreation Services and Progra	69,037.50	0.00	69,037.50	0.00	69,037.50	46,025.00	115,062.50	95,816.37	0.00	95,816.37	19,246.13	19,246.13	0.00
28-3702 Recreation Services and Progra	11,550.00	0.00	11,550.00	0.00	11,550.00	7,700.00	19,250.00	4,592.31	400.00	4,992.31	14,657.69	14,257.69	0.00
28-3711 Senior Citizens	52,500.00	0.00	52,500.00	0.00	52,500.00	35,000.00	87,500.00	79,348.58	0.00	79,348.58	8,151.42	8,151.42	0.00
28-3712 Senior Citizens	4,987.50	0.00	4,987.50	0.00	4,987.50	3,325.00	8,312.50	5,157.32	1,700.93	6,858.25	3,155.18	1,454.25	0.00
29-3902 Municipal Library	255,395.96	0.00	255,395.96	0.00	255,395.96	0.00	255,395.96	255,395.26	0.00	255,395.26	0.70	0.70	0.00

Account	Budget	Chapter 159	Adjusted Budget	Transfers	Budget After Transfers	Emergencies	Budget After Modification	Paid or Charged	Encumbered	Paid and Committed	Cash Unexpended	Balance	Cancelled
30-4102 Prior Years Bills	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30-4151 Accumulated Leave Compensation	131,250.00	0.00	131,250.00	0.00	131,250.00	118,125.00	249,375.00	136,382.83	0.00	136,382.83	112,992.17	112,992.17	0.00
30-4161 Salary Adjustments	28,875.00	0.00	28,875.00	0.00	28,875.00	0.00	28,875.00	0.00	0.00	0.00	28,875.00	28,875.00	0.00
30-4202 Celebration of Public Events	3,150.00	0.00	3,150.00	0.00	3,150.00	2,100.00	5,250.00	0.00	0.00	0.00	5,250.00	5,250.00	0.00
30-4211 COUNCIL - OE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30-4292 Reserve for Tax Appeals	2,625.00	0.00	2,625.00	0.00	2,625.00	0.00	2,625.00	0.00	0.00	0.00	2,625.00	2,625.00	0.00
31-4302 Electricity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31-4352 Street Lighting	93,187.50	0.00	93,187.50	0.00	93,187.50	62,125.00	155,312.50	289.47	44,776.89	45,066.36	155,023.03	110,246.14	0.00
31-4402 Telephone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31-4412 Utilities	195,562.50	0.00	195,562.50	0.00	195,562.50	130,375.00	325,937.50	218,985.40	22,538.35	241,523.75	106,952.10	84,413.75	0.00
31-4452 Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31-4462 Natural Gas	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31-4472 Fuel Oil	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31-4552 Sewer Pumping System	13,125.00	0.00	13,125.00	0.00	13,125.00	26,250.00	39,375.00	3,920.00	23,118.36	27,038.36	35,455.00	12,336.64	0.00
31-4562 SEWER SYSTEM OE	0.00	0.00	0.00	0.00	0.00	15,750.00	15,750.00	0.00	0.00	0.00	15,750.00	15,750.00	0.00
31-4602 Gasoline	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35-1112 Hurrigan Irene EO #73:NJSA (40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35-4702 Contingent	131.25	0.00	131.25	0.00	131.25	262.50	393.75	0.00	0.00	0.00	393.75	393.75	0.00
36-4712 Public Employees Retirement Sy	0.00	0.00	0.00	0.00	0.00	789,616.00	789,616.00	789,616.00	0.00	789,616.00	0.00	0.00	0.00
36-4722 Social Security	189,000.00	0.00	189,000.00	0.00	189,000.00	189,000.00	378,000.00	323,032.08	0.00	323,032.08	54,967.92	54,967.92	0.00
36-4742 Consolidated Police and Fire R	23.63	0.00	23.63	0.00	23.63	47.26	70.89	0.00	0.00	0.00	70.89	70.89	0.00
36-4752 Police and Firemen's Retiremen	0.00	0.00	0.00	0.00	0.00	4,679,196.00	4,679,196.00	4,679,196.00	0.00	4,679,196.00	0.00	0.00	0.00
36-4762 DCRP CONTRIBUTIONS	3,412.50	0.00	3,412.50	0.00	3,412.50	6,825.00	10,237.50	4,229.65	0.00	4,229.65	6,007.85	6,007.85	0.00
37-4802 Judgements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0000 GRANT APPROPRIATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0001 NJACCHO Enh Loc Pub Hlth Inf	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0002 American Rescue Plan FF Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0003 Investors/Citizens Foundation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0004 Local recreation Improvement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0005 Summer Food Svc Program 2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0006 Rutgers Equity Alliance for Community Health (Reach)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0007 STRNGTH.LOCAL PUB. HEALTH CAP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0008 Body Armor replacement Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0009 CLEAN COMMUNITIES FY 2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0010 OPIOID SETTLEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0011 UC MEANS GREEN CMNT GRDN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0012 CENTRAL AVE SPRAY PARK PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0013 YOUTH CORPS URBN GTW ENH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0014 FEMA Storm Drains H.Ida	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0015 Infrastructure & Mun Aid 2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0016 NJ DEP Stormwater Protection	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0017 NJ DEP Green Acres	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0018 NJ DEP Green Acres LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account	Budget	Chapter 159	Adjusted Budget	Transfers	Budget After Transfers	Emergencies	Budget After Modification	Paid or Charged	Encumbered	Paid and Committed	Cash Unexpended	Balance	Cancelled
41-0019 FEMA Hazard Mitigation Assista	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0020 FEMA Central Ave Culvert	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0021 StateWide Risk Control	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0022 Body Armor 2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0023 NJACCHO Enh LPH Infr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0024 NJ DOT Hillside Ave	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0025 FEMA - Assist. to Firefighters	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0026 UEZ - 2023 Holiday Decorations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0027 Body Armor Replacement Fund 2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0028 Recycling Tonnage Grant 2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0029 NJ DOT Burnett St and Ramsey Ave Storm Sewer and Rd Imp	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0030 FY-2022 URBAN AID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0031 Summer Food Program 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0032 National Opioid Settlement CFY 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0033 Clean Communities 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0034 Infrastructure and Municipal Aid 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0035 NJ Forest Svcs - Leafing Out Education Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0036 National Opioid Settlement CFY 2023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0037 Clean Energy Program NJBPU 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0038 NJ Forest Svcs - Leafing Out Grants Management Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0039 Kids Recreation Fund - UC Open Space	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0040 COPS Hiring Program- US Dept of Justice	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0041 DOT - Wilder St	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0042 2024 Body Armor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0043 2024 Local Recreation Improvement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0044 2024 Patrick Leahy Bulletproof Vest Ptnrshp	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-0045 STATEWIDE 2024 RISK CONTROL	10,260.00	0.00	10,260.00	0.00	10,260.00	0.00	10,260.00	10,260.00	0.00	10,260.00	0.00	0.00	0.00
41-0046 NJACCHO Enh Loc Pub Hlth Inf	168,049.00	0.00	168,049.00	0.00	168,049.00	0.00	168,049.00	168,049.00	0.00	168,049.00	0.00	0.00	0.00
41-0047 NJACCHO Enh Loc Pub Hlth Inf- Amendment	12,500.00	0.00	12,500.00	0.00	12,500.00	0.00	12,500.00	12,500.00	0.00	12,500.00	0.00	0.00	0.00
41-0048 NJ DEP Green Acres - Grant & LOAN	304,550.00	0.00	304,550.00	0.00	304,550.00	0.00	304,550.00	304,550.00	0.00	304,550.00	0.00	0.00	0.00
41-0049 AAA PEDESTRIAN SAFETY ENFORCEMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-7765 US TENNIS ASS. GTG CENTRAL AVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-7766 Recycling Tonnage Grant 2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-7767 Recycling Tonnage Grant 2017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-7768 Recycling Tonnage Grant 2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-7770 Recycling Tonnage Grant 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41-8992 MATCHING FUNDS FOR GRANTS	26,250.00	0.00	26,250.00	0.00	26,250.00	52,500.00	78,750.00	0.00	0.00	0.00	78,750.00	78,750.00	0.00
42-2002 UC Fire-EMS Shared Dispatch Sv	15,487.50	0.00	15,487.50	0.00	15,487.50	30,975.00	46,462.50	14,685.38	14,685.38	29,370.76	31,777.12	17,091.74	0.00
42-2003 UC Health Officer	6,825.00	0.00	6,825.00	0.00	6,825.00	13,650.00	20,475.00	0.00	0.00	0.00	20,475.00	20,475.00	0.00
43-4901 Municipal Court	91,875.00	0.00	91,875.00	0.00	91,875.00	91,875.00	183,750.00	144,596.41	0.00	144,596.41	39,153.59	39,153.59	0.00
43-4902 Municipal Court	15,750.00	0.00	15,750.00	0.00	15,750.00	10,500.00	26,250.00	219.03	6,883.39	7,102.42	26,030.97	19,147.58	0.00
43-4952 Public Defender	4,725.00	0.00	4,725.00	0.00	4,725.00	3,150.00	7,875.00	4,875.00	0.00	4,875.00	3,000.00	3,000.00	0.00
43-4962 JOINT TRUNK SEWER	2,682,037.58	0.00	2,682,037.58	0.00	2,682,037.58	894,012.53	3,576,050.11	1,921,153.50	0.00	1,921,153.50	1,654,896.61	1,654,896.61	0.00

Account	Budget	Chapter 159	Adjusted Budget	Transfers	Budget After Transfers	Emergencies	Budget After Modification	Paid or Charged	Encumbered	Paid and Committed	Cash Unexpended	Balance	Cancelled
44-9002 Capital Improvements	118,125.00	0.00	118,125.00	0.00	118,125.00	0.00	118,125.00	0.00	0.00	0.00	118,125.00	118,125.00	0.00
45-8702 Deferred Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45-8732 Special Emergency Note	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45-9202 Bond Principal	0.00	0.00	0.00	0.00	0.00	1,115,000.00	1,115,000.00	1,115,000.00	0.00	1,115,000.00	0.00	0.00	0.00
45-9252 Payment of Notes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45-9302 Bond Interest	0.00	0.00	0.00	0.00	0.00	488,418.76	488,418.76	256,784.38	0.00	256,784.38	231,634.38	231,634.38	0.00
45-9352 Note Interest	0.00	0.00	0.00	0.00	0.00	462,010.71	462,010.71	0.00	0.00	0.00	462,010.71	462,010.71	0.00
45-9362 New Jersey Environmental Infra	0.00	0.00	0.00	0.00	0.00	83,642.41	83,642.41	13,472.48	0.00	13,472.48	70,169.93	70,169.93	0.00
45-9412 NJ Economic Development Auth L	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45-9522 2017 Demolition Unsafe Buildin	0.00	0.00	0.00	0.00	0.00	10,500.00	10,500.00	10,500.00	0.00	10,500.00	0.00	0.00	0.00
45-9532 Joint Meeting Wastewater Treat	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45-9624 Green Acres Loan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45-9862 UC Improvement Authority	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-0872 Overexpenditure of Appropriati	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-1112 Hurrigan Irene EO #73:NJSA (40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-4102 Prior Years Bills	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-4103 PY BILL-NJDOT WILLIAMSON AVE P	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8622 Deferred Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8702 Deferred Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8712 Emergency Authorization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8818 PY Bills - 2020 Remington	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8819 PY Bills - Supplee 2020 Fin St	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8820 PY Bills -Grainger Inv#9020063	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8821 PY Bills -Grainger Inv#9130911	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8822 PY Bills -DWI Balance Restore	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8823 PY Bills -Resurf Williamson Av	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8824 PY Bills -Document Solutions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8825 RETRO 2022 COUNCIL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8826 RETRO 2023 MAYOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8827 RETRO 2021 FIREFIGHTERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8828 RETRO 2023 FIREFIGHTERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8829 PY Bills - Garden State Office Systems & Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
46-8902 Deferred Charge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
47-4962 JOINT TRUNK SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49-4151 Accumulated Leave Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
50-8992 Reserve for Uncollected Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
51-8782 FEDERAL FORFEITURE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	13,239,183.54	0.00	13,239,183.54	0.00	13,239,183.54	19,040,261.04	32,279,444.58	23,438,397.41	551,612.22	23,990,009.63	8,841,047.17	8,289,434.95	0.00