AGENDA

TOWNSHIP OF LYNDHURST
BOARD OF COMMISSIONERS
TUESDAY, JUNE 9TH, 2026
6:00 P.M. - CAUCUS
REGULAR MEETING IMMEDIATELY FOLLOWING CAUCUS MEETING

FLAG SALUTE

ROLL CALL

SUNSHINE NOTICE:
This is the Rescheduled Regular Meeting of the Board of Commissioners as advertised in the Annual Notice published in the Bergen Record and Star Ledger in accordance with P.L. 1975 Chapter 231. Notice of this meeting has been posted on our Municipal Website and on the bulletin board in the Town Hall and Municipal Annex.

PETITIONS: None

COMMUNICATIONS: None

SCHEDULE OF BILLS

MINUTES: Approve Regular Meeting Minutes of May 12, 2026 and Special Meeting Minutes of May 19, 2026

REPORTS OF GOVERNING BODY

PRESENTATIONS: None

PUBLIC HEARING ON THE CY 2026 BUDGET

ORDINANCES FOR PUBLIC HEARING:

1. **ORDINANCE NO. 3262-26** – *An Ordinance to Amend Chapter VII (Traffic) of the Revised General Ordinances of the Township of Lyndhurst, Schedule IX-A, "Handicapped Parking-On Street", so as to Add Spaces at a Designated Location*
2. **ORDINANCE NO. 3263-26** – *Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A: 4-45.14)*
3. **ORDINANCE NO. 3264-26** – *An Ordinance to Amend, Revise and Supplement Chapter 8 of the Township Code of the Township of Lyndhurst, County of Bergen, State of New Jersey, Entitled, "Building and Housing", Specifically to Amend, Revise and Supplement Section 8-1.2(A)(2)(H) Fees to Include Additional Plumbing Subcode Fees*
4. **ORDINANCE NO. 3265-26** – *An Ordinance Amending Ordinance No. 3052-20 Establishing the Annual Salary of the Chief of Police*

ORDINANCES FOR INTRODUCTION:

1. **ORDINANCE NO. 3266-26** – *Refunding Bond Ordinance Providing for Payment of Amounts Owing to Others for Taxes Levied In, By and For the Township of Lyndhurst, in the County of Bergen, New Jersey, to Appropriate the Sum of $8,870,000 to Pay the Cost Thereof and to Authorize the Issuance of $8,870,000 of Bonds or Notes to Finance Such Appropriation*
2. **ORDINANCE NO. 3267-26** – *An Ordinance to Amend the Revised General Ordinances of the Township of Lyndhurst, Chapter II (Administration), Section 2-11.7, "Police Emergency Squad Fees"*

3. ORDINANCE NO. 3268-26 – *An Ordinance to Amend Chapter VII (Traffic) of the Revised General Ordinances of the Township of Lyndhurst, Schedule III, "Route for Trucks Over Four Tons", so as to Add Certain Township Streets*
4. ORDINANCE NO. 3269-26 – *An Ordinance to Amend, Revise and Supplement the Revised General Ordinances of the Township of Lyndhurst, County of Bergen, State of New Jersey as to Chapter 2, Entitled "Administration", Most Notably, Section 2-33, Entitled "Human Resources Specialist/Assistant CFO" by Deleting Said Position and Creating the New Position of Assistant CFO*
5. ORDINANCE NO. 3270-26 - *An Ordinance Amending Ordinance No. 3260-26, An Ordinance Amending Annual Salaries, Hourly Rates and Other Forms of Compensation to Be Paid to Officers, Officials and Employees of the Township of Lyndhurst Not Belonging to a Collective Bargaining Unit and Amending Ordinance No. 2932-16, Amending Ordinance No. 2917-17, Amending Ordinance No. 3008-18, Amending Ordinance No. 3060-20, Amending Ordinance No. 3166-23 and Amending Ordinance No. 3241-25*

Public Comment on Agenda Items

RESOLUTIONS (CONSENT AGENDA)

All matters listed under Consent Agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. **Adoption of CY 2026 Municipal Budget. - PULLED**
2. **Authorize to issue Raffle Licenses.**
3. **Approve Tax Collector's monthly payments.**
4. **Authorize the submission of a 2026 Local Aid Infrastructure Fund Grant Application and execution of a Grant Agreement with the NJDOT for Emergency Sanitary Sewer Force Main Repair and related Infrastructure Improvements.**
5. **Authorize execution of a Bergen County Open Space Trust Fund Project Contract for the Little League Field Lighting Project.**
6. **Approve the appointment of Commissioner Louis P. DeMarco as a Class 3 Member of the Lyndhurst Planning Board filling the unexpired term of Commissioner Karen Haggerty ending the third Tuesday in May, 2029.**
7. **Approving Consumption, Distribution and Club Liquor Licenses for 2026-2027 licensing period.**
8. **Authorize to issue a Request for Qualifications for a Financial Advisor.**
9. **Authorize the Mayor to execute a Shared Services Agreement with the Borough of Paramus for the services of a part-time Tax Assessor for a two-year term commencing July 2, 2026.**
10. **Authorize to issue the release of the site improvement Performance Bond for the project at 615 Schuyler Avenue in the amount of $8,040.00.**
11. **Rescind Resolution No. 22395-26 adopted by the Board of Commissioners on May 12, 2026 authorizing the Tax Collector to prepare and issue estimated tax bills for the 3rd Quarter 2026 taxes and replace with an amended resolution updating the school tax levy amount.**
12. **Authorize a Water Utility Note relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank to be issued in the principal amount of $15,000,000.**
13. **Authorize to make an application to the Local Finance Board for a Refunding Bond Ordinance.**
14. **Approve reappointments to the Lyndhurst Planning Board.**
15. **Approve a reappointment to the Board of Adjustment.**
16. **Approve appointments to the Community Development Regional Committee for a one-year term commencing July 1, 2026.**
17. **Approve the reappointments of Don Spagnuolo as Representative and Brian Intindola as Alternate to the Open Trust Regional Committee for a one-year term commencing July 1, 2026.**
18. **Approve the reappointments of Library Trustees for a five-year term commencing June 22, 2026.**
19. **Authorize the Mayor and Township Clerk to execute the 2026-2027 Flu Professional Services Agreement.**
20. **Award a bid to CP Lyndhurst-9 Polito LLC for a new hotel liquor license subject to a background check.**
21. **Authorize the Mayor to execute a Developer's Agreement for 530-540 Riverside Avenue.**
22. **Authorize the Mayor to execute a Developer's Agreement for 725 Third Avenue.**
23. **Authorize the endorsement of a Treatment Works Application for the NJDEP for the emergency sewer repair.**

24. **Authorize a Temporary Capital Budget resolution for a refunding bond ordinance.**
25. **Appoint Laurie Beaugrand as Assistant CFO.**

Public Comment (LIMIT COMMENTS TO 5 MINUTES)

Adjournment

Angela White, RMC
Township Clerk

PH-1

ORDINANCE NO. 3262-26

AN ORDINANCE TO AMEND CHAPTER VII (TRAFFIC) OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF LYNDHURST, SCHEDULE IX-A, "HANDICAPPED PARKING-ON STREET", SO AS TO ADD SPACES AT A DESIGNATED LOCATION

BE IT ORDAINED by the Board of Commissioners of the Township of Lyndhurst, County of Bergen, New Jersey, as follows:

SECTION 1. Chapter VII, "Traffic", Schedule IX-A, is hereby amended under Section 7-6.1, by adding a handicapped parking space on a Township street at the street location in connection with the following address:

Name of Street	*Location*
263 Harrington Avenue	Starting 73 feet west of the southwest corner of Freeman Street and Harrington Avenue and continuing the next 20 feet east thereof for space.
332 Wilson Avenue	Starting 457 feet east of the southwest corner of Stuyvesant Avenue and Wilson Avenue and continuing the next 20 feet west thereof for space.
707 Wiedemann Place	Starting 79 feet south of the southwest corner of Sanford Avenue and Wiedemann Place and continuing the next 20 feet south thereof for space.
537 Park Place	Starting 456 feet west of the northwest corner of Ridge Road and Park Place and continuing the next 20 feet east thereof for space.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. If any part, sections, provisions, or the total of any of the above-mentioned publications are held to be invalid or unenforceable in any court, the findings or judgments of which court are applicable in the State of New Jersey, that the balance and remainder of such publication shall remain in full force and effect as an Ordinance of the Township of Lyndhurst.

SECTION 4. This Ordinance shall become effective twenty (20) days after adoption and publication according to law.

ORDINANCE NO. 3263-26

PH-2

TOWNSHIP OF LYNDHURST

CALENDAR YEAR 2026
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 to 2.00% 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 Board of Commissioners of the Township of Lyndhurst in the County of Bergen finds it advisable and necessary to increase its CY 2026 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 Board of Commissioners hereby determines that a 1.50% increase in the budget for said year, amounting to $527,241.18 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the Board of Commissioners 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 Board of Commissioners of the Township of Lyndhurst, in the County of Bergen, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2026 budget year, the final appropriations of the Township of Lyndhurst shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.50%, amounting to $1,230,409.42, and that the CY 2026 municipal budget for the Township of Lyndhurst 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.

PH-3

TOWNSHIP OF LYNDHURST
COUNTY OF BERGEN
STATE OF NEW JERSEY

ORDINANCE NO. 3264-26

AN ORDINANCE TO AMEND, REVISE AND SUPPLEMENT CHAPTER 8 OF THE TOWNSHIP CODE OF THE TOWNSHIP OF LYNDHURST, COUNTY OF BERGEN, STATE OF NEW JERSEY, ENTITLED "BUILDING AND HOUSING", SPECIFICALLY TO AMEND, REVISE AND SUPPLEMENT §8-1.3(A)(2)(H) FEES TO INCLUDE ADDITIONAL PLUMBING SUBCODE FEES

WHEREAS, pursuant to N.J.S.A. 40:48-1 and N.J.S.A. 40:48-2, the governing body of a municipality may make, amend, repeal and enforce such ordinances, regulations, rules and by-laws not contrary to the laws of this State and/or of the United States, as it may deem necessary and proper for the good of government, order, and protection of person and property and for the preservation of the public health, safety and welfare of the municipality and its inhabitants; and,

WHEREAS, the Township has determined that it is necessary to update and supplement the plumbing subcode fees in order to reflect current costs associated with plumbing permit reviews and inspections; and,

WHEREAS, the Township therefore finds it necessary and appropriate to amend, revise and supplement Chapter 8 of the Township Code of the Township of Lyndhurst, entitled "Building and Housing", specifically §8-1.3, Fees, to include additional plumbing subcode fees under subsection §8-1.3(a)(2)(h).

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Township of Lyndhurst, County of Bergen, State of New Jersey that the Township Code of the Township of Lyndhurst be amended, revised and supplemented as to Chapter 8, entitled "Building and Housing", specifically §8-1.3(a)(2)(h), to include the following additional plumbing subcode fees:

a. Condensate line when installed with HVAC unit	$25
1. Without HVAC unit	$30

NOW, THEREFORE, BE IT FURTHER ORDAINED that:

A. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed as to the inconsistencies only.

B. If any part, sections, provisions, or the total of any of the above-mentioned provisions of this Ordinance are held to be invalid or unenforceable in any court of competent jurisdiction, the balance and remainder of such publication shall remain in full force and effect as an Ordinance of the Township of Lyndhurst.

C. This Ordinance shall become effective in accordance with applicable law.

PH-4

ORDINANCE NO. 3265-26

AN ORDINANCE AMENDING ORDINANCE NO. 3052-20 ESTABLISHING THE ANNUAL SALARY OF THE CHIEF OF POLICE

WHEREAS, Section 5-8 a. of the Township of Lyndhurst Code requires that the Board of Commissioners determine by Ordinance the annual salaries, hourly rates, and other forms of compensation to be paid to Township employees; and,

WHEREAS, Township of Lyndhurst Ordinance No. 3052-20 established the annual salary for the position of Chief of Police at $185,000.00 for the effective date of January 1, 2019; and,

WHEREAS, with the appointment of a new Chief of Police, the Township wishes to establish an annual salary for the position of Chief of Police for calendar years 2026 and 2027.

NOW, THEREFORE, BE IT ORDAINED by the Township of Lyndhurst Board of Commissioners that the following shall be the new salary for the Chief of Police position shall be as follows:

$240,000.00, effective retroactive to April 1, 2026; and,
$246,000.00, effective January 1, 2027.

BE IT FURTHER ORDAINED by the Township of Lyndhurst Board of Commissioners that all other general terms and employment for the Chief of Police shall be established by an employment agreement between the Chief of Police and the Township.

BE IT FURTHER ORDAINED by the Township of Lyndhurst Board of Commissioners that the Commissioner of Public Safety and the Township Clerk are hereby

authorized to execute an employment agreement with the Chief of Police, which shall not become effective as to the salary until the adoption of this Ordinance.

Adopted: _____

	Ayes	Nays	Absent	Abstain
Commissioner De Marco				
Commissioner Jarvis Sr.				
Commissioner Mateen				
Mayor Giangeruso				

_____ _____

Robert Giangeruso, Mayor Angela White, RMC, Township Clerk

Intro - 1

BOND ORDINANCE NO. 3266-26

REFUNDING BOND ORDINANCE PROVIDING FOR PAYMENT OF AMOUNTS OWING TO OTHERS FOR TAXES LEVIED IN, BY AND FOR THE TOWNSHIP OF LYNDHURST, IN THE COUNTY OF BERGEN, NEW JERSEY, TO APPROPRIATE THE SUM OF $8,870,000 TO PAY THE COST THEREOF AND TO AUTHORIZE THE ISSUANCE OF $8,870,000 OF BONDS OR NOTES TO FINANCE SUCH APPROPRIATION.

WHEREAS, the Township of Lyndhurst, in the County of Bergen, New Jersey, as a result of cases brought before the Tax Court of New Jersey as set forth in a schedule on file with the Tax Collector (the "Schedule"), incorporated herein by this reference as if fully set forth herein, presently owes the sum of $8,784,198 to the various property owners in said Township for taxes levied by the Township for the years 2012 to 2025, inclusive, as set forth in the Schedule; and

WHEREAS, the Board of Commissioners of said Township have determined that it is in the best interest of the Township to finance the cost of said tax refunds, pursuant to the provisions of N.J.S. 40A:2-51, by the adoption of a refunding bond ordinance providing for payment thereof, including expenses, appropriating the sum of $8,870,000 to pay the cost thereof and authorizing the issuance of $8,870,000 of bonds or notes of said Township to finance said appropriation; NOW, THEREFORE,

The Board of Commissioners of the Township of Lyndhurst, in the County of Bergen, New Jersey, DO ORDAIN as follows:

Section 1. The Township of Lyndhurst, in the County of Bergen, New Jersey (the "Township") is hereby authorized to refund the aggregate amount of $8,784,198 resulting from cases brought before the Tax Court of New Jersey presently owing by the Township

to the owners of the various properties for taxes levied by the Township for the years 2012 to 2025, inclusive, as more particularly described and set forth on the schedule hereby incorporated by this reference as if fully set forth herein (the "Schedule"), and presently on file in the office of the Tax Collector and available for inspection during normal business hours.

Section 2. The Board of Commissioners of the Township hereby determine that the Township is authorized by Section 51(a) of the Local Bond Law (Chapter 2 of Title 40A of the New Jersey Statutes Annotated, as amended; the "Local Bond Law") to issue its refunding bonds or notes as hereinafter provided to pay or fund the sum set forth in Section 1 hereof.

Section 3. The sum of $8,870,000 is hereby appropriated to (a) pay or fund the amount of $8,784,198 set forth in Section 1 of this ordinance, and (b) pay an amount not exceeding $85,802, being the cost of the issuance of refunding bonds or notes and expenses in connection with the tax appeals, including printing, advertising, accounting and financial and legal expenses therefor permitted by Section 51(b) of the Local Bond Law (collectively, hereinafter referred to as "purpose").

Section 4. To finance said purpose, bonds of said Township of an aggregate principal amount not exceeding $8,870,000 are hereby authorized to be issued pursuant to the Local Bond Law (the "Refunding Bonds"). The Refunding Bonds shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law. The Refunding Bonds shall be direct

and general obligations of said Township and said Township shall be obligated to levy ad valorem taxes upon all the taxable real property within said Township for the payment of the principal of the Refunding Bonds and the interest thereon without limitation as to rate or amount. The full faith and credit of said Township shall be and are hereby pledged for the punctual payment of the principal of and interest on the Refunding Bonds. Each Refunding Bond issued pursuant to this ordinance shall recite that it is issued pursuant to the Local Bond Law and shall also recite that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened and to have been performed precedent to and in the issuance of said bond exist, have happened and have been performed, and that said bond, together with all other indebtedness of said Township, is within every debt and other limit prescribed by the Constitution or statutes of said State. All matters with respect to said bonds not determined by this ordinance shall be determined by resolutions to be hereafter adopted, except that the Refunding Bonds shall mature at such time or times, not exceeding 40 years from their date, as may be approved by the Local Finance Board.

Section 5. To finance said purpose, bond anticipation notes of said Township of an aggregate principal amount not exceeding $8,870,000 are hereby authorized to be issued pursuant to the Local Bond Law in anticipation of the issuance of said bonds. In the event that bonds are issued pursuant to this ordinance, the aggregate amount of notes hereby authorized to be issued shall be reduced by an amount equal to the principal amount of the bonds so

issued. If the aggregate amount of outstanding bonds and notes issued pursuant to this ordinance shall at any time exceed the sum first mentioned in this section, the moneys raised by the issuance of said bonds shall, to not less than the amount of such excess, be applied to the payment of such notes then outstanding.

Section 6. Each bond anticipation note issued pursuant to this ordinance shall be dated on or about the date of its issuance and shall be payable not more than one year from its date, shall bear interest at a rate per annum as may be hereafter determined within the limitations prescribed by law and may be renewed from time to time pursuant to and within limitations prescribed by the Local Bond Law and the Local Finance Board. Each of said notes shall be signed by the Mayor and by a financial officer and shall be under the seal of said Township and attested by the Township Clerk or Deputy Township Clerk. Said officers are hereby authorized to execute said notes and to issue said notes in such form as they may adopt in conformity with law. The power to determine any matters with respect to said notes not determined by this ordinance and also the power to sell said notes, is hereby delegated to the Chief Financial Officer who is hereby authorized to sell said notes either at one time or from time to time in the manner provided by law.

Section 7. It is hereby determined and stated that the Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the office of the Township Clerk of said Township, and that such statement so filed shows that the gross debt of said Township, as defined in Section 43 of the Local Bond

Law, is increased by this ordinance by $8,870,000, but said $8,870,000 shall be deducted from gross debt pursuant to Section 52 of the Local Bond Law, and that the issuance of the bonds and notes authorized by this ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 8. It is hereby determined and stated that (A) a certified copy of this refunding bond ordinance as passed on first reading shall be filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to the final adoption thereof, together with a complete statement in the form prescribed by said Director and signed by the chief financial officer of the Township as to the outstanding tax refund amount to be financed by the issuance of the Refunding Bonds or the notes and (B) no sum need be appropriated hereby as a down payment.

Section 9. This ordinance shall take effect twenty days after the first publication thereof after final passage, provided that the consent of the Local Finance Board has been endorsed upon a certified copy of this ordinance as finally adopted.

Intro-2

ORDINANCE NO. 3267-26

AN ORDINANCE TO AMEND THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF LYNDHURST, CHAPTER II (ADMINISTRATION) SECTION 2-11.7, POLICE EMERGENCY SQUAD FEES

SECTION 1. BE IT ORDAINED by the Board of Commissioners that said Ordinance shall be amended as follows:

2-11 **POLICE EMERGENCY SQUAD.**

***

2-11.7 **Police Emergency Squad Fees.**

Police emergency squad fees are established at ~~six hundred ($600.00)~~ twelve-hundred ($1,200.00) dollars per transport and ~~twelve ($12.00)~~ twenty ($20.00) dollars per mile. Any portion of the transport fee herein established (or the entire fee) may be waived for any part deemed necessary and appropriate by the Lyndhurst Police Emergency Squad. The Township of Lyndhurst bills for EMS services. Current EMS fees are established at ~~six hundred ($600.00)~~ twelve-hundred ($1,200.00) dollars per transport and ~~twelve ($12.00)~~ twenty ($20.00) dollars per mile. Any portion of the transport fee herein established (or the entire fee) may be waived for any part deemed necessary and appropriate by the township. Any changes of fees billed can be set by resolution of the Board of Commissioners of the township.

(Ord. #1649, §1, §2, §3, §4, §5, Ord. #1992, §1, Ord. #2898-14, Ord. #3018-19)

[Deleted provisions indicated by strikeout; new provisions indicated by underline]

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. If any part, sections, provisions, or the total of any of the above-mentioned publications are held to be invalid or unenforceable by any court, the findings or judgments of which court are applicable in the State of New Jersey, that the balance and remainder of such publication shall remain in full force and effect as an Ordinance of the Township of Lyndhurst.

SECTION 4. This Ordinance shall become effective twenty (20) days after adoption and publication according to law.

Intro -3

ORDINANCE NO. 3268-26

AN ORDINANCE TO AMEND CHAPTER VII (TRAFFIC) OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF LYNDHURST, SCHEDULE III "ROUTE FOR TRUCKS OVER FOUR TONS", SO AS TO ADD CERTAIN TOWNSHIP STREETS

BE IT ORDAINED by the Board of Commissioners of the Township of Lyndhurst, County of Bergen, New Jersey, as following:

SECTION 1. Chapter VII, "Traffic", Schedule III, "Route for Trucks Over Four Tons" is hereby amended under Section 7-1.3 to add the following:

ADD:

Name of Street	*Location*
Polito Avenue	Eliminate westbound heavy vehicle through traffic on Valley Brook Avenue between Clay Avenue and Polito Avenue by imposing a weight restriction for Vehicles over Four Tons, except for heavy vehicles bound for business between these two intersections. Prohibit heavy vehicles exiting facilities located along this stretch of Valley Brook Avenue from going westbound toward Polito Avenue.

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 3. If any part, sections, provisions, or the total of any of the above-mentioned publications are held to be invalid or unenforceable in any court, the findings or judgments of which court are applicable in the State of New Jersey, that the balance and remainder of such publication shall remain in full force and effect as an Ordinance of the Township of Lyndhurst.

SECTION 4. This Ordinance shall become effective twenty (20) days after adoption and publication according to law.

Intro 4

ORDINANCE NO. 3269-26

TOWNSHIP OF LYNDHURST
COUNTY OF BERGEN
STATE OF NEW JERSEY

AN ORDINANCE TO AMEND, REVISE AND SUPPLEMENT THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF LYNDHURST, COUNTY OF BERGEN, STATE OF NEW JERSEY AS TO CHAPTER 2, ENTITLED "ADMINISTRATION", MOST NOTABLY, SECTION 2-33, ENTITLED "HUMAN RESOURCES SPECIALIST/ASSISTANT CFO" BY DELETING SAID POSITION AND CREATING THE NEW POSITION OF ASSISTANT CFO

WHEREAS, the Township previously created the position of Human Resources Specialist/Assistant CFO, which is currently vacant and the Township no longer wishes to maintain this position; and,

WHEREAS, the Township now wishes to create the position of Assistant CFO to be located within the Department of Revenue and Finance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Commissioners of the Township of Lyndhurst, County of Bergen, State of New Jersey that Chapter 2 of the Township Code, entitled "Administration", most notably Section 2-33, entitled "Human Resources Specialist/Assistant CFO" by deleting the position of Human Resources Specialist/Assistant CFO and creating the position of Assistant CFO as follows:

"§ 2-33. [HUMAN RESOURCES SPECIALIST/]ASSISTANT CFO.

a. Creation. There is hereby created the office of "[Human Resources Specialist/]Assistant CFO" for the Township. The [Human Resources Specialist/]Assistant CFO shall be appointed by the Commissioner of Revenue and Finance and assigned to the Department under which the Commissioner is the Director.

b. Powers and Duties. [The Human Resources Specialist (HR) will have the responsibility for providing operational services in the areas of recruitment/placement, classification, performance management, benefits, employee relations, labor relations, employment development and training. HR position is responsible for handling duties involving in a wide range of support activities inside the HR Department, from maintaining our employee database to posting job ads; JIF compliance and tracking all training. The Human Resources Specialist will be to act as the liaison between HR and employees, ensuring smooth communication and prompt resolution of requests and questions.]

The Assistant CFO [will] shall work closely with the Township's CFO and [will] shall be responsible for financial dealings with the Township, including but not limited to all statutory requirements and the preparation/oversight of all financial reporting, including but not limited to payroll, pension reports, bank reconciliation, accounts

payable/receivable, purchasing, grant and escrow accounts and other general duties as deemed necessary. Compensation for this position shall be as established by the applicable Township Salary Ordinance."

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Mayor and Board of Commissioners that:

(1) All ordinances or parts of ordinance that are inconsistent with this Ordinance are hereby repealed as to their inconsistencies only.

(2) If any part, section, provision and/or the total of any of the above-captioned Ordinance is determined to be held invalid and/or unenforceable in any court of competent jurisdiction, the determinations of said court shall not diminish the remaining provisions of this Ordinance.

(3) This Ordinance shall become effective in accordance with law.

Intro-5

ORDINANCE NO. 3270-26

AN ORDINANCE AMENDING ORDINANCE NO. 3260-26, AN ORDINANCE AMENDING ANNUAL SALARIES, HOURLY RATES AND OTHER FORMS OF COMPENSATION TO BE PAID TO OFFICERS, OFFICIALS AND EMPLOYEES OF THE TOWNSHIP OF LYNDHURST NOT BELONGING TO A COLLECTIVE BARGAINING UNIT AND AMENDING ORDINANCE NO. 2932-16, AMENDING ORDINANCE NO. 2917-17, AMENDING ORDINANCE NO. 3008-18, AMENDING ORDINANCE NO. 3060-20, AMENDING ORDINANCE NO. 3166-23 AND AMENDING ORDINANCE NO. 3241-25.

WHEREAS, Section 5-8a of the Township of Lyndhurst Code requires the Board of Commissioners to determine, by Ordinance, the annual salaries, hourly rates and other forms of compensation to be paid to the Township officers, officials and employees and Ordinance No. 2932-16, adopted on May 10, 2016, Ordinance No. 2917-17, adopted on October 10, 2017, Ordinance No. 3008-18, adopted on November 20, 2018, Ordinance No. 3060-20, adopted on November 24, 2020, Ordinance No. 3166-23, adopted on July 11, 2023, Ordinance No. 3241-25, adopted on October 14, 2025 and Ordinance No. 3260-26, adopted on May 12, 2026 previously established the current salaries paid to the non-union officers, officials and employees of the Township; and,

WHEREAS, those officers, officials and employees not covered by or not included in a collective bargaining agreement are often referred to as "non-union" or "unclassified" officers, officials and/or employees representing a significant part of the Township government.

NOW, THEREFORE, BE IT ORDAINED by the Commissioners of the Township of Lyndhurst, County of Bergen, State of New Jersey as follows:

Section 1. A. Compensation. The following is the maximum annual salary paid to a non-union Township officer, official and/or employee. An officer, official and/or employee may be paid less than the stipulated maximum increase in their annual pay.

B. Handicapped Coordinator/Administrator:
Calendar year 2026 (retroactive to January 1): $68,859.00
Calendar year 2027 (effective January 1): $71,097.00

C. Assistant Handicap Coordinator/Summer Youth Assistant:
Calendar year 2026 (retroactive to January 1): $57,976.00
Calendar year 2027 (effective January 1): $59,860.00

D. Financial Analyst:
Calendar year 2026 (retroactive to January 1): $85,000.00
Calendar year 2027 (effective January 1): $87,550.00

E. Change the position of Clerk/Secretary in the Public Safety Department to the position of Clerk, with compensation as follows:
Calendar year 2026 (retroactive to January 1): $59,600.00
Calendar year 2027 (effective January 1): $61,537.00

F. Assistant CFO:
Calendar year 2026 (retroactive to January 1): $120,000.00
Calendar year 2027 (effective January 1): $125,000.00

G. All maximum salaries for each position shall be adjusted by the Township CEO or designee and filed with the Township Clerk on or before the adoption of this Ordinance.

Section 2. Longevity, if applicable, and in accordance with the Township Employee Manual, applicable Agreement/Contract or Ordinance is included in the salary schedule attached herein.

Section 3. The schedule of salaries, by title, are herein incorporated by reference and remains on file in the Finance Office and in the Office of the Township Clerk.

Section 4. The appointment and office holders of the above positions are hereby confirmed to the extent required by law.

Section 5. The above positions shall be included in the annual budget of the Township. All appointments are subject to the certification of funds procedure.

Section 6. If any part, section, provision and/or the total of any of the above-mentioned provisions are held to be invalid or unenforceable by any court of competent jurisdiction, the findings and/or judgments of said court are applicable in the State of New Jersey and the remainder of such provisions shall remain in full force and effect as an Ordinance of the Township of Lyndhurst.

Section 7. All ordinances or parts of ordinances which are inconsistent with this Ordinance shall be repealed as to their inconsistencies only.

Section 8. This Ordinance shall take effect in accordance with law.

Adopted: _____

	YES	NO	ABSTAIN	ABSENT
Commissioner Carrino				
Commissioner De Marco				
Commissioner Jarvis Sr.				
Commissioner Mateen				
Mayor Giangeruso				

R-1

BE IT RESOLVED, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the Year 2026;

BE IT FURTHER RESOLVED, that the Budget be published on the official website www.lyndhurstnj.org on June 20, 2026. The Governing Body of the Township of Lyndhurst does hereby approve the following as the Budget for the Year 2026;

Recorded Vote:	**Ayes:**	**Commissioner Carrino**	**Nays: None**
		Commissioner DeMarco	**Absent: None**
		Commissioner Jarvis, Sr.	**Abstain: None**
		Commissioner Mateen	
		Mayor Giangeruso	

Notice is herby given that the Budget and Tax Resolution was approved by the Mayor and Board of Commissioners, County of Bergen, on May 12, 2026. A hearing on the Budget and Tax Resolution will be held at the Town Hall Building, 367 Valley Brook Avenue, Lyndhurst, New Jersey 07071, on June 9, 2026 at 6:00 P.M. at which time and place objections to said Budget and Tax Resolution for the Year 2026 may be presented by taxpayers or other interested persons.

Summary of Current Fund Section of Approved Budget

General Appropriations For:

1. Appropriations within "CAPS"-
   (a) Municipal Purposes (Item H-1, Sheet19)(N.J.S. 40A:4-45.2).....37,336,343.00
2. Appropriations excluded from "CAPS" –
   (a) Municipal Purposes (Item H-2, Sheet28)(N.J.S. 40A:4-45.3 as amended).....17,592,908.51
   Total General Appropriations excluded from "CAPS" (Item O, Sheet 29).....17,592,908.51
3. Reserve for Uncollected Taxes (Item M, Sheet 29) Based on Estimated 97.11% of Tax Collections.....3,000,000.00
4. Total General Appropriations (Item 9, Sheet 29) Building Aid Allowance for Schools-State Aid 2026-$0.00, 2025-$0.00..... 57,929,251.51
5. Less: Anticipated Revenues Other Than Current Property Tax (Item 5, Sheet 11) (i.e. Surplus, Miscellaneous Revenues and Receipts from Delinquent Taxes)..... 15,715,757.45
6. Difference: Amount to be Raised by Taxes for Support of Municipal Budget (as follows):
   (a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes (Item 6(a), Sheet 11).....40,516,354.06
   (c) Minimum Library Tax.....1,697,140.00

R-2

WHEREAS, the following organizations have applied for Raffle Licenses:

Mt. Carmel Church
197 Kingsland Avenue
Lyndhurst, NJ 07071
On-Premise 50/50
On-Premise Wheels
July 8, 9, 10, 11, 2026

WHEREAS, all requirements of law have been complied with, therefore

BE IT RESOLVED, that the Township Clerk be authorized to issue said licenses to the above mentioned.

Adopted: June 9, 2026

R-3

JUNE 2026

BE IT RESOLVED, that the Tax Collector of the Department of Revenue and Finance is authorized to record, process and refund the below amounts:

PAYMENT TO:	*AMOUNT:*	*REASON FOR PAYMENT:*
TRYSTONE CAPITAL ASSETS, LLC	*$ 50,785.07*	*TAX SALE# 24-00004 BL: 30 L: 1*

R-4

RESOLUTION AUTHORIZING THE SUBMISSION OF A 2026 LOCAL AID INFRASTRUCTURE FUND GRANT APPLICATION AND EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR EMERGENCY SANITARY SEWER FORCE MAIN REPAIR AND RELATED INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the New Jersey Department of Transportation ("NJDOT") has made funding available under the 2026 Local Aid Infrastructure Fund ("LAIF") Program for eligible infrastructure improvements; and

WHEREAS, the Township of Lyndhurst has experienced an emergency failure of a 10-inch sanitary sewer force main serving the Lyndhurst Meadowlands area, resulting in a sanitary sewer spill and requiring immediate response measures to protect public health, the environment, and critical public infrastructure; and

WHEREAS, the emergency response requires continuous 24-hour, seven-day-per-week operations, including tanker truck pumping, wastewater transport, engineering review, environmental protection, stabilization measures, and the planning and implementation of a permanent force main repair or replacement; and

WHEREAS, the governing body of the Township of Lyndhurst has determined that seeking NJDOT Local Aid Infrastructure Fund assistance for emergency sanitary sewer force main repair and related infrastructure improvements is in the best interest of the Township and its residents.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Lyndhurst, County of Bergen, State of New Jersey, as follows:

1. The governing body hereby formally approves the submission of a grant application for the 2026 Local Aid Infrastructure Fund Program for the project known as "Emergency Sanitary Sewer Force Main Repair and Related Infrastructure Improvements."
2. The governing body hereby authorizes the submission of an electronic grant application identified as "LAIF-2026-Lyndhurst Sewer Emergency-00120" to the New Jersey Department of Transportation on behalf of the Township of Lyndhurst.
3. The governing body hereby authorizes the Mayor and Township Clerk to execute a grant agreement with the New Jersey Department of Transportation and any amendments thereto on behalf of the Township of Lyndhurst, and their signatures shall constitute acceptance of the terms and conditions of the grant agreement.
4. The Township Clerk is hereby directed to forward a certified copy of this Resolution to the New Jersey Department of Transportation and all other appropriate parties.

R-5

TOWNSHIP OF LYNDHURST
BERGEN COUNTY, NEW JERSEY

RESOLUTION AUTHORIZING EXECUTION OF A BERGEN COUNTY OPEN SPACE TRUST FUND PROJECT CONTRACT FOR THE LITTLE LEAGUE FIELD LIGHTING PROJECT

WHEREAS, the Mayor and Board of Commissioners of the Township of Lyndhurst wish to enter into a Bergen County Trust Fund Project Contract ("Contract") with the County of Bergen for the purpose of using a $100,000.00 grant award from the 2025 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") for the municipal park project entitled "Little League Field Lighting Project," located at 255 Riverside Avenue, Block 48, Lot 2, on the tax maps of the Township of Lyndhurst; and

BE IT FURTHER RESOLVED, that the Mayor and Board of Commissioners of the Township of Lyndhurst hereby authorize Mayor Robert Giangeruso to be a signatory to the aforesaid Contract; and

BE IT FURTHER RESOLVED, that the Mayor and Board of Commissioners hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about November 12, 2027; and

BE IT FURTHER RESOLVED, that the Mayor and Board of Commissioners acknowledge that the grant will be disbursed to the municipality as a reimbursement upon submittal of certified Trust Fund payment and project completion documents and municipal vouchers, invoices, proofs of payment, and other such documents as may be required by the County in accordance with the Trust Fund's requirements; and,

BE IT FURTHER RESOLVED, that the Mayor and Board of Commissioners acknowledge that the grant disbursement to the municipality will be equivalent to fifty (50) percent of the eligible construction costs incurred (not to exceed total grant award) applied towards only the approved park improvements identified in the aforesaid Contract in accordance with the Trust Fund's requirements. Professional Services Costs may be reimbursed from grant award's unexpended balance, should there be a balance.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to the Bergen County Division of Land Management and Open Space Trust Fund following adoption.

R-6

RESOLVED, that Commissioner Louis P. DeMarco is hereby appointed a Class 3 Member of the Lyndhurst Planning Board filling the unexpired term of Commissioner Karen Haggerty ending the third Tuesday in May, 2029.

R-7

WHEREAS, the following named persons and interests have filed applications for renewal of their respective Plenary Retail Consumption Licenses for the ensuring year 2026-2027 license period for the Township of Lyndhurst, and;

WHEREAS, the said applicants have been investigated and considered and all requirements of law complied with and the license fee of $1,036.00 duly remitted, therefore

BE IT RESOLVED, that the said applications be approved and renewal of said license granted, and

FURTHER RESOLVED, that the Township Clerk be and is hereby authorized and directed to issue said license and deliver same to applicants thereof, for the Board of Commissioners as Issuing Authority.

NO.	NAME	ADDRESS
0232-33-010-003	Matin Inc.	528 Riverside Avenue
0232-33-045-008	NJ Grill Group LLC	601 Riverside Avenue, Ste. 136
0232-33-040-013	Bee and Yes LLC	601 Riverside Ave., Ste. 146
0232-33-008-004	Tero's Inc.	222-224 Ridge Road
0232-33-011-009	Vizzini Corporation	455 Valley Brook Avenue
0232-33-002-002	Angelo Piccirillo, Inc.	263 Ridge Road
0232-33-022-002	New Lee's Hawaiian Islander Inc.	768 Stuyvesant Avenue
0232-33-038-010	Lyndhurst Entertainment LLC	1050 Wall Street West
0232-33-031-007	262 Ridge Road Lyndhurst, Inc.	503 Valley Brook Avenue
0232-33-044-004	Polly, Inc.	601 Schuyler Avenue
0232-33-034-007	Medieval Times USA, Inc	149 Polito Avenue
0232-33-036-002	San Carlo Restaurant, Inc.	620 Stuyvesant Avenue
0232-33-012-006	Town Tavern LLC	231 Stuyvesant Avenue

**To be held by Township Clerk's Office until there is a place to operate*

*0232-33-015-008	Lease Rental Corporation	652 East Brook Road Ridgewood, NJ 07850
*0232-32-025-011	Bindu Bollu	34 Dewitt Lane Hillsborough, NJ 08844
*0232-33-056-008	Lyndhurst 1 LLC	1260 Stelton Road Piscataway, NJ 08845-08855
*0232-33-016-010	Harold's New York Deli, Inc.	10 Polito Avenue
*0232-33-001-011	Joseph A. Ciani Jr.	535 Ridge Road

Adopted: June 9, 2026

WHEREAS, the following named persons and interests have filed applications for renewal of their respective Plenary Retail Distribution Licenses for the ensuring year 2026-2027 license period for the Township of Lyndhurst, and;

WHEREAS, the said applicants have been investigated and considered and all requirements of law complied with and the license fee of $777.00 duly remitted, therefore

BE IT RESOLVED, that the said applications be approved and renewal of said license granted, and

FURTHER RESOLVED, that the Township Clerk be and is hereby authorized and said license and deliver same to applicants thereof, for the Board of Commissioners as Issuing Authority.

NO.	NAME	ADDRESS
0232-44-039-007	Lin-Lar, Inc.	740 Ridge Road
0232-44-006-007	Valley Liquor LLC	121-123 Valley Brook Avenue
0232-44-032-009	Krupa Shaviay LLC	740 Ridge Road
0232-44-030-008	Fortune AKS LLC.	298 Ridge Road
0232-44-004-005	RIDHIRAJ, LLC.	39 Ridge Road
0232-44-013-006	PRASHNAV LLC	419 Valley Brook Avenue Building C, Unit 7
0232-44-037-011	Jay Shivshanker Inc.	149 Ridge Road
0232-44-027-012	A.L.B. Liquors Inc.	500 Stuyvesant Avenue

Adopted: June 9, 2026

WHEREAS, the following named persons and interests have filed applications for renewal of their respective Plenary Retail Distribution Licenses for the ensuring year 2026-2027 license period for the Township of Lyndhurst, and;

WHEREAS, the said applicants have been investigated and considered and all requirements of law complied with and the license fee of $777.00 duly remitted, therefore

BE IT RESOLVED, that the said applications be approved and renewal of said license granted, and

FURTHER RESOLVED, that the Township Clerk be and is hereby authorized and said license and deliver same to applicants thereof, for the Board of Commissioners as Issuing Authority.

NO.	NAME	ADDRESS
0232-44-039-007	Lin-Lar, Inc.	740 Ridge Road
0232-44-006-007	Valley Liquor LLC	121-123 Valley Brook Avenue
0232-44-032-009	Krupa Shaviay LLC	740 Ridge Road
0232-44-030-008	Fortune AKS LLC.	298 Ridge Road
0232-44-004-005	RIDHIRAJ, LLC.	39 Ridge Road
0232-44-013-006	PRASHNAV LLC	419 Valley Brook Avenue Building C, Unit 7

Adopted: June 9, 2026

WHEREAS, the following named persons and interests have filed applications for renewal of their respective Plenary Retail Club Licenses for the ensuring year 2026-2027 license period for the Township of Lyndhurst, and;

WHEREAS, the said applicants have been investigated and considered and all requirements of law complied with and the license fee of $150.00 duly remitted, therefore

BE IT RESOLVED, that the said applications be approved and renewal of said license granted, and

FURTHER RESOLVED, that the Township Clerk be and is hereby authorized and directed to issue said license and deliver same to applicants thereof, for the Board of Commissioners as Issuing Authority.

NO.	NAME	ADDRESS
0232-31-055-001	Polish American Citizen Club, Inc.	730 New Jersey Avenue
0232-31-059-001	Guidetti Rogalski Wase Post 3549	527 Valley Brook Avenue
0232-31-046-001	Barringer Walker LoPinto Post 139	217 Webster Avenue
0232-31-054-001	Masonic Club of Lyndhurst Inc.	316 Riverside Avenue
0232-31-047-001	AWW Lewandowski Post 20	323 New York Avenue

Adopted: June 9, 2026

R-8

WHEREAS, there exists in the Township of Lyndhurst a need for the services of a Financial Advisor. These services are to provide management advice an to assist in the issuance of its debt.

WHEREAS, such professional services involve qualified services and knowledge that specifications cannot reasonably be formulated and public biding is not feasible; and

WHEREAS, N.J.S.A:11-5(1)(a) of the Local Public Contracts Law exempts professional services from public bidding; and

WHEREAS, it has been determined that it is in the best interest of the Township that said professional consultants should be appointed under a fair and open process, pursuant to the New Jersey Local Unit Pay to Play law, N.J.S.A. 19:44A-20.4, et. seq. ("Pay to Play Law"); and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Lyndhurst, New Jersey, as follows:

1. For the reasons above stated, the Township Clerk is authorized to issue Requests for Qualifications ("RFQs"), for the professional consultant appointments described above, notice of which shall be publicly advertised as required in the Pay to Play Law.

2. The Mayor shall be authorized to appoint a committee not to exceed three (3) persons, which committee shall consist of Township Commissioners and/or officials, who shall review the responses submitted to the RFQs with respect to the professional consultant appointments, and make a determination whether there has been compliance with all specifications and requirements thereof, and make a recommendation for the appointment to the governing body.

3. Such appointments shall be subject to the preparation and execution of agreements, or memoranda of understanding.

4. A copy of this Resolution shall be published in the *Record Newspaper,* the official newspaper of the Township of Lyndhurst, within ten (10) days, according to law.

R-9

WHEREAS, the Township of Lyndhurst entered into a Shared Services Agreement with the Borough of Paramus for services of a part-time Certified Tax Assessor for a two-year term commencing July 2, 2026 and terminating July 1, 2028; and

WHEREAS, the Township of Lyndhurst is seeking to continue the services of a part-time Certified Tax Assessor for a two-year term commencing July 2, 2026 and terminating July 1, 2028; and

WHEREAS, the Township desires to enter into a contract for the aforementioned Shared Services Agreement with the Borough of Paramus, upon approval of the township Attorney.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Commissioners of the Township of Lyndhurst, Bergen County, New Jersey, that the Mayor and Township Clerk be authorized and requested to sign a Shared Services Agreement upon approval by the Township Attorney of the Township of Lyndhurst with the Borough of Paramus for professional services of a Tax Assessor.

R-10

BE IT RESOLVED, that the Mayor and Board of Commissioners of the Township of Lyndhurst, be authorized, at the recommendation of Neglia Engineering, to issue the release of the site improvement Performance Bond for the project located at 615 Schuyler Ave for the following:

The Old Republic Insurance Company, Inc. Bond #7464721 in the amount of $8,040.00.

R-11

WHEREAS, on May 12, 2026, the Board of Commissioners adopted Resolution No. 22395-26, authoring the Tax Collector to prepare and issue estimated tax bills for the 3rd Quarter 2026 taxes; and

WHEREAS, it is necessary to amend Resolution No. 22395-26 in order to update the school levy amount to $54,652,229.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Lyndhurst that Resolution No. 22395-26 adopted on May 12, 2026 shall be amended and be replaced by the resolution attached.

AUTHORIZE TAX COLLECTOR TO PREPARE AND ISSUE ESTIMATED TAX BILLS FOR 3RD QUARTER 2026 TAXES

WHEREAS, N.J.S.A 54:4-66.3, pursuant to Section 3 of P.L 1994 c. 72 and 54:4:4-66.2, the governing body has determined that the Tax Collector will be unable to complete the mailing and delivery of the tax bills due to the absence of a certified tax rate; and

WHEREAS, the Tax Collector in consultation with the Chief Financial Officer has computed an estimated tax levy in accordance with N.J.S.A. 54:4-66.3, and has signed a certification showing the tax levies for the previous year, the tax rates and the range of permitted estimated tax levies; and

WHEREAS, in accordance with Chapter 72, P.L. 1994, the Tax Collector requests the Council to approve the estimated tax levy; which is between the mandated estimated range proposed by the Local Government Services. Approval will enable the Township to meet its financial obligations, maintain the tax collection rate, provide uniformity for tax payments and save the unnecessary cost of interest on borrowing,

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Township of Lyndhurst, County of Bergen, State of New Jersey, hereby authorizes that:

1. The Tax Collector is hereby authorized and directed to prepare and issue estimated tax bills for the Township for the third installment of 2026 taxes.
2. The entire estimated tax levy for 2026 is hereby set at $108,282,869.89. The estimated tax rate for 2026 is hereby set at 2.312.
3. In accordance with law, the third installment of 2026 taxes shall not be subject to interest until the later of August 10 or the twenty-fifth day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded to the Tax Collector and Chief Financial Officer for their records.

TOWNSHIP OF LYNDHURST
CALCULATION OF ESTIMATED TAX RATE

ACTUAL PY TAX LEVY AND RATE

		LEVY	TAX RATE
MUNICIPAL	$	38,525,762.53	0.850
MUNICIPAL LIBRARY	$	1,697,140.00	0.037
MUNICIPAL OPEN SPACE	$	-	0.000
DISTRICT SCHOOL	$	49,390,807.00	1.090
REGIONAL SCHOOL	$	-	0.000
COUNTY	$	10,710,728.57	0.237
COUNTY OPEN SPACE	$	482,552.64	0.011
TOTALS	**$**	**100,806,990.74**	**2.225**

ALLOWABLE RANGE FOR ESTIMATED TAX LEVY (PERCENTAGE OF PY LEVY)

		95.00%		105.00%
MUNICIPAL	$	36,599,474.40	$	40,452,050.66
MUNICIPAL LIBRARY	$	1,612,283.00	$	1,781,997.00
MUNICIPAL OPEN SPACE	$	-	$	-
DISTRICT SCHOOL	$	46,921,266.65	$	51,860,347.35
REGIONAL SCHOOL	$	-	$	-
COUNTY	$	10,175,192.14	$	11,246,265.00
COUNTY OPEN SPACE	$	458,425.01	$	506,680.27
TOTALS	**$**	**95,766,641.20**	**$**	**105,847,340.28**

ESTIMATED TAX RATE

NET VALUATION TAXABLE $ 4,684,154,300.00

		ESTIMATED LEVY	TAX RATE	ACTUAL/ESTIMATED
MUNICIPAL	$	40,477,735.75	0.864	ACTUAL
MUNICIPAL LIBRARY	$	1,735,758.31	0.037	ACTUAL
MUNICIPAL OPEN SPACE	$	-	0.000	ACTUAL
DISTRICT SCHOOL	$	54,652,229.00	1.167	ACTUAL
REGIONAL SCHOOL	$	-	0.000	ACTUAL
COUNTY	$	10,924,943.14	0.233	ESTIMATED - 2% INCREASE
COUNTY OPEN SPACE	$	492,203.69	0.011	ESTIMATED - 2% INCREASE
TOTALS	**$**	**108,282,869.89**	**2.312**	
$ INCREASE	$	7,475,879.15		
% INCREASE		7.42%		

	LEVY AMOUNT	TAX RATE
ESTIMATED TAX RATE	**$ 108,282,869.89**	**2.312**

R-12

RESOLUTION OF THE TOWNSHIP OF LYNDHURST, IN THE COUNTY OF BERGEN, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "WATER UTILITY 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 $15,000,000, 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 LYNDHURST IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK WATER BANK CONSTRUCTION FINANCING PROGRAM.

WHEREAS, the Township of Lyndhurst (the "Local Unit"), in the County of Bergen, New Jersey, has determined that there exists a need within the Local Unit to acquire, construct, renovate or install a certain project which consists of the undertaking of Phase I of the Lead Service Line Replacement Project (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 "Environmental Infrastructure Financing Program") of the New Jersey Infrastructure Bank (the "I-Bank");

WHEREAS, the Local Unit has determined to temporarily finance the acquisition, construction, renovation or installation of the Project prior to the closing with respect to the Environmental Infrastructure Financing Program, 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 "Water Bank 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 Water Bank Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank its "Water Utility Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank" in the principal amount of up to $15,000,000 (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 herein.

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 a bond ordinance of the Local Unit, finally adopted on July 10, 2025, and entitled: "BOND ORDINANCE TO AUTHORIZE THE UNDERTAKING OF PHASE I OF THE LEAD SERVICE LINE REPLACEMENT PROJECT IN, BY AND FOR THE WATER UTILITY OF THE TOWNSHIP OF LYNDHURST, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, TO APPROPRIATE THE SUM OF $15,000,000 TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS", 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 $15,000,000;

(b) the maturity of the Note shall be as determined by the I-Bank, and the Note may be renewed from time to time as may be 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 "NJWB-CFP-26-1";

(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 under official seal or facsimile thereof affixed, printed, engraved 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 Rogut McCarthy LLC 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 Water Bank 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 the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers 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 Water Bank 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 Water Bank 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 Rogut McCarthy LLC, 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.

The foregoing resolution was adopted by the following roll call vote:

AYES:

NAYS:

[SEAL]

ATTEST: _____
Township Clerk

The foregoing is a true copy of a resolution adopted by the governing body of the Township of Lyndhurst, in the County of Bergen, New Jersey, on June 9, 2026.

_____

Township Clerk
Township of Lyndhurst
County of Bergen
State of New Jersey

EXHIBIT A

TOWNSHIP OF LYNDHURST
WATER UTILITY NOTE
RELATING TO:
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK

$_____ **_____, 2026**

NJWB - CFP – 26-1

FOR VALUE RECEIVED, the **TOWNSHIP OF LYNDHURST**, 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.

"Applicable DLGS Requirements" means all State laws, rules and regulations pursuant to which the Borrower is subject to the regulatory jurisdiction of, and oversight and review by, the DLGS.

"Authorized Officer" means any person authorized by 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.

"DLGS" means the Division of Local Government Services in the New Jersey Department of Community Affairs.

"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 Borrower, 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.

"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 (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 Borrower 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, 2032, subject to being re-determined pursuant to the subsequent provisions 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. 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.

"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) _____ Dollars ($_____), 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 Facilities of the Borrower which constitute 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) 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 thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) 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, including, without limitation, the undertaking and completion of the Project.

(d) 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, 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, 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 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, its Environmental Infrastructure System or its properties or operations are subject. The Borrower 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 as of the date hereof).

(e) 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.

(f) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

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 and (ii) the qualification by the Borrower for receipt of the Anticipated Long-Term Loan.

At any time following the date hereof, in the event of a determination by the I-Bank of a Finding of Unacceptable Credit Risk (as defined in the Credit Policy), the Borrower may be required to, among other things, (i) provide additional security for the Anticipated Long-Term Loan through mechanisms as shall be identified by the I-Bank, (ii) provide a rating re-affirmation, since the last review by the applicable Nationally Recognized Rating Agency(s) (as defined in the Credit Policy), and/or (iii) participate in a Financial Due Diligence Meeting (as defined in the Credit Policy).

The failure of the Borrower to undertake and complete such conditions precedent as described in this Section 3(a), 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 or substantially all 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.

(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 its 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 its 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) Annual Certification of Balanced Budget and Financial Reporting. The Borrower covenants and agrees that it shall submit to the I-Bank, in a form and at a time determined by the I-Bank, either (i) an annual certification of the Borrower that shall state that (A) the Borrower has timely provided to the DLGS a balanced budget for the current fiscal year of the Borrower and any financial reports required by DLGS and (B) such budget has been approved by the DLGS and finally adopted by the Borrower, all in accordance with the Applicable DLGS Requirements, or (ii) a detailed explanation as to why the Borrower is unable to render to the I-Bank the certification identified in the preceding clause (i).

(j) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

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 then due and owing pursuant to the provisions of this Note; (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;

(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; and

(iv) 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 has failed to comply with Section 3(i) hereof.

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 observation 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 Lyndhurst, Town Hall, 367 Valley Brook Avenue, Lyndhurst, New Jersey 07071, 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 LYNDHURST

[SEAL]

By:_____
Mayor

ATTEST:

_____
Township Clerk

By:_____
Chief Financial Officer

R-13

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF LYNDHURST, IN THE COUNTY OF BERGEN, NEW JERSEY, MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:2-55

WHEREAS, the Board of Commissioners of the Township of Lyndhurst desire to make application to the Local Finance Board for its review and/or approval of a proposed refunding bond ordinance authorizing the Township's issuance of obligations for the purpose of paying amounts owing to others for taxes levied, as permitted by N.J.S.A. 40A:2-51(a); and

WHEREAS, the Board of Commissioners of the Township of Lyndhurst believe:

(a) it is in the public interest to accomplish such purpose;

(b) said purpose or improvements are for the health, welfare and convenience or betterment of the inhabitants of the local unit or units;

(c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant; and

(d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the local unit or units and will not create an undue financial burden to be placed upon the local unit or units;

NOW, THEREFORE, the Board of Commissioners of the Township of Lyndhurst, in the County of Bergen, New Jersey, DO RESOLVE as follows:

Section 1. The application to the Local Finance Board is hereby approved, and Rogut McCarthy LLC, Bond Counsel, and Wielkotz & Company, LLC, Township Auditors, along with other representatives of the Township of Lyndhurst, are hereby authorized to prepare such application and to represent the Township of Lyndhurst in matters pertaining thereto.

Section 2. The Township Clerk of the Township of Lyndhurst is hereby directed to prepare and file a copy of the proposed ordinance with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statutes.

R-14

RESOLVED, that the Mayor and Board of Commissioners hereby approve the following reappointments to the Lyndhurst Planning Board:

***Don Spagnuolo*, 12 Kearny Street, Lyndhurst, New Jersey as Chairman of the Planning Board for a four-year term commencing June 23, 2026 and terminating June 22, 2030.**

***James Catanese,* 508 Page, Lyndhurst, New Jersey as Member for a four-year term commencing June 23, 2026 and terminating June 22, 2030.**

R-15

RESOLVED, that the Mayor and the Board of Commissioners hereby approve the following re*appointment* to the *Board of Adjustment*:

***Joaquin Bouzas*, 309 Green Avenue, Lyndhurst, New Jersey as a Member for a three-year term commencing April 8, 2026 and terminating April 7, 2029.**

R-16

WHEREAS, the Township of Lyndhurst has entered into a three-year Cooperative Agreement with the County of Bergen as provided under the Interlocal Services Act N.J.S.A. 40A:65-1 et seq. and Title 1 of the Housing and Community Development Act of Act 1974; and

WHEREAS, said agreement requires that one Governing Body appoint a representative and alternate and that the Mayor appoint a representative and alternate for the FY 2026-2027 term starting July 1, 2026, and ending on June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Lyndhurst appoints Don Spagnuolo as its representative and the Mayor hereby appoints Louis P. DeMarco as his representative Brian Intindola as his alternate to serve on the Community Development Regional Committee for FY 2026-20257; and

BE IT FURTHER RESOLVED that an original, certified copy of this resolution be immediately emailed and sent via postage to Robert G. Esposito, Director; Bergen County Division of Community Development, One Bergen County Plaza, Fourth Floor, Hackensack, NJ 07601 / resposito@co.bergen.nj.us **as soon as possible and no later than Friday, July 17, 2026.**

R-17

WHEREAS, the Township of Lyndhurst has entered into a Cooperative Agreement with the County of Bergen as provided under the Interlocal Services Act N.J.S.A. 40A:8A-1 et seq. to participate in the Bergen County Open Space Recreation, Farmland and Historic Preservation Trust Fund; and

WHEREAS, said Agreement requires that one Municipal Representative be appointed by the Governing Body of the community to be part of the Community Development Regional Committee for the term of one year coinciding with the fiscal year July 1, 2026 through June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, that the governing body hereby appoints Don Spagnuolo as its representative and Brian Intindola as an alternate to participate on the *Open Space Trust Regional Committee.*

R-18

RESOLVED, that the Mayor and the Board of Commissioners hereby approve the reappointments of Library Trustees for a five-year term commencing June 22, 2026 and terminating June 21, 2030 of the following:

Evelyn Pezzolla, 102 Fern Avenue, Lyndhurst, NJ 07071
Barbara Wynne, 536 Post Avenue, Lyndhurst, NJ 07071
Debra Pravetz, 406 Valley Brook Avenue, Lyndhurst, NJ 07071
Amelia Jarvis, 216 Jay Avenue, Lyndhurst, NJ 07071

Adopted: June 9, 2026

R-19

WHEREAS, the Township of Lyndhurst wishes to enter into a "Flu Professional Agreement" with the County of Bergen, Department of Health Services to purchase Flu Vaccine to administer to township residents; and

WHEREAS, the Township agrees to act in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

NOW, THEREFORE, BE IT RESOLVED, that the Township of Lyndhurst authorizes the Mayor and Township Clerk to sign the 2026-2027 Flu Professional Services Agreement.

R-20

RESOLUTION OF THE TOWNSHIP OF LYNDHURST AWARDING THE BID OF A NEW HOTEL LIQUOR LICENSE

WHEREAS, the Board of Commissioners of the Township of Lyndhurst had determined it would be issuing a new liquor license as a hotel exception using the public sale option; and,

WHEREAS, on April 14, 2026, the Board of Commissioners of the Township of Lyndhurst adopted Resolution 22370-26 authorizing the issuance of a new liquor license by public sale; and,

WHEREAS, an application has been filed for a new hotel exception liquor license by CP Lyndhurst-9 Polito LLC, for the premises located at 9 Polito Avenue and designated as Block 226 Lot 5.04 in the Township of Lyndhurst, and

WHEREAS, CP Lyndhurst-9 Polito LLC, was the successful bidder with a bid of $100,000.00; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder as well as pertinent local ordinances and conditions consistent with Title 33.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Lyndhurst, in the County of Bergen, State of New Jersey that the new hotel liquor license be awarded to CP Lyndhurst-9 Polito LLC, for premises located at 9 Polito Avenue and designated as Block 226 Lot 5.04 in the Township of Lyndhurst, New Jersey. The ultimate issuance of the license is subject to the payment of the balance of the bid price, payment of the annual state and municipal licensing fees and the satisfactory outcome of an investigation of the source of funds and criminal background checks as well as compliance with all regulations concerning issuance of a license in N.J.A.C. 13:2.1 et seq.

R-21

WHEREAS, on March 17, 2026 the Planning Board of the Township of Lyndhurst approved an Application from QuickChek Corporation for a conditional use approval, bulk variances and preliminary and final site plan at 530 & 540 Riverside Avenue and 117 Kingsland Avenue and

WHEREAS, on June 3, 2026 the Planning Board of the Township of Lyndhurst adopted a Resolution embodying the vote approval and conditions of approval; and

WHEREAS, on June 3, 2026 the Planning Board of the Township of Lyndhurst approved a Developer's Agreement to be entered into between and among the Township of Lyndhurst, the Planning Board of the Township of Lyndhurst and QuickChek Corporation; and

WHEREAS, the Township of Lyndhurst has determined that the Developer's Agreement is necessary and proper to protect the interest of the Township of Lyndhurst and its professionals during the course of the construction by QuickChek Corporation; and

WHEREAS, it is in the best interest of the Township of Lyndhurst to enter into the Developer's Agreement to provide for the posting of the necessary bonds and the required escrow to assure that work to be performed in the public right-of-say is performed in accordance with the requirements of the Township of Lyndhurst, County of Beren and State of New Jersey.

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Lyndhurst, Bergen County, New Jersey, as follows:

The Mayor and Township Clerk are hereby authorized to execute the Developer's Agreement as prepared and submitted by the Township of Lyndhurst Planning Board and any and all amendments and/or documents necessary to authorize the work to proceed at 530 & 540 Riverside Avenue and 117 Kingsland Avenue by QuickChek Corporation.

R-22

WHEREAS, on October 1, 2025 the Planning Board of the Township of Lyndhurst approved an application from 61 Washington LLC for a minor subdivision, lot width variances, building height and side yard variances at 725 Third Avenue; and

WHEREAS, on December 3, 2025 the Planning Board of the Township of Lyndhurst adopted a Resolution embodying the vote approval and conditions of approval; and

WHEREAS, on June 3, 2026 the Planning Board of the Township of Lyndhurst adopted an Amended Resolution embodying the vote approval and conditions of approval; and

WHEREAS, on June 3, 2026 the Planning Board of the Township of Lyndhurst approved a Developer's Agreement to be entered into between and among the Township of Lyndhurst, the Planning Board of the Township of Lyndhurst and 61 Washington LLC; and

WHEREAS, the Township of Lyndhurst has determined that the Developer's Agreement is necessary and proper to protect the interest of the Township of Lyndhurst and its professionals during the course of the construction by 61 Washington LLC; and

WHEREAS, it is in the best interest of the Township of Lyndhurst to enter into the Developer's Agreement to provide for the posting of the necessary bonds and the required escrow to assure that work to be performed in the public right-of-say is performed in accordance with the requirements of the Township of Lyndhurst, County of Beren and State of New Jersey.

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Lyndhurst, Bergen County, New Jersey, as follows:

The Mayor and Township Clerk are hereby authorized to execute the Developer's Agreement as prepared and submitted by the Township of Lyndhurst Planning Board and any and all amendments and/or documents necessary to authorize the work to proceed at 725 Third Avenue by 61 Washington LLC.

R-23

RESOLUTION OF THE TOWNSHIP OF LYNDHURST AUTHORIZING THE ENDORSEMENT OF A TREATMENT WORKS APPROVAL APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP) FOR THE EMERGENCY SEWER REPAIR

WHEREAS an Emergency Sewer Repair work would take place within the Township of Lyndhurst; and

WHEREAS the work proposed as part of the Emergency Sewer Repair is required to submit an application for Treatment Works Approval by the New Jersey Department of Environmental Protection (the "TWA Application"); and

WHEREAS the TWA Application requires consent by the Township as (i) the governing body (ii) the wastewater conveyance system owner; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Commissioners of the Township of Lyndhurst, Bergen County, State of New Jersey, hereby consent to and endorse the New Jersey Department of Environmental Protection Treatment Works Approval Application (TWA) for the project at the recommendation of the Township Engineer, on behalf of the Township; and

BE IT FURTHER RESOLVED that the Mayor and Board of Commissioners of the Township of Lyndhurst authorize the Mayor of the Township of Lyndhurst to hereby sign both TWA Application NJDEP WQM-003 Statements of Consent Forms, on behalf of the Township of Lyndhurst.

This resolution to take effect immediately.

R-24

TOWNSHIP OF LYNDHURST

COUNTY OF BERGEN

WHEREAS, the Township of Lyndhurst desires to establish the 2026 Temporary Capital Budget of said municipality by inserting therein the following project.

NOW, THEREFORE BE IT RESOLVED by the Council of the Township of Lyndhurst as follows:

Section 1. The 2026 Temporary Capital Budget of the Township of Lyndhurst is hereby established by the adoption of the schedule to read as follows:

Temporary Capital Budget of the

Township of Lyndhurst

County of Bergen, New Jersey

Projects Scheduled for 2026

Method of Financing

Project	Est. Costs	Grants	Budget Appr. Fund	Capital Imp. Fund	Bonds	Self-Liquidating Bonds
Refund of Tax Appeals	8,870,000				8,870,000	

Section 2. The Clerk be and is authorized and directed to file a certified copy of this resolution with the Division of Local Government Services Department of Community Affairs, State of New Jersey, within three days after the adoption of this project for 2026 Temporary Capital Budget, to be included in the 2026 Permanent Capital Budget as adopted.

ROLL CALL:

R-25

TOWNSHIP OF LYNDHURST
COUNTY OF BERGEN
STATE OF NEW JERSEY

RESOLUTION APPOINTING LAURIE BEAUGRAND AS ASSISTANT CFO FOR THE TOWNSHIP OF LYNDHURST

WHEREAS, the Commissioner of the Department of Revenue and Finance is appointing Laurie Beaugrand as the Assistant CFO for the Township of Lyndhurst, retroactive to January 1, 2026, at an annual salary as determined by the Township's salary ordinance.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Commissioners of the Township of Lyndhurst do hereby recognize the actions of the Commissioner of Revenue and Finance in appointing Laurie Beaugrand as the Township's Assistant CFO, retroactive to January 1, 2026.