

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - 4/9/2024

The town does not provide agenda for Council Meetings; however, below is a list of matters scheduled to be discussed which is intended to be a worksheet or reference sheet only for the Mayor and Council Members. No person shall rely on this sheet because scheduled items may be deleted and new items may be added, and Council Members may raise issues during the meeting and take action with respect to the same which are not listed herein.

PLEDGE OF ALLEGIANCE

OPEN PUBLIC MEETINGS ACT

ORDINANCES FOR PUBLIC HEARING

Ordinance No. 2024-7: Ordinance amending Chapter 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (Addition of handicapped parking spots on Second Street and Centre Avenue)

RESOLUTIONS (CONSENT AGENDA)

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

BINGO/RAFFLE APPLICATIONS

1) Application for an Off-Premise 50/50 to be held on June 8, 2024, sponsored by Unico National-Secaucus

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

1) Request by Rajesh Nagpal to use Mill Ridge Field #3 on April 27 for the Holi Festival of Colors

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus
CONSENT AGENDA – 4/9/24

THIS AGENDA IS FOR DISCUSSION PURPOSES AND IS SUBJECT TO CHANGE.

ITEMS MAY BE ADDED OR REMOVED AS DETERMINED BY THE TOWN COUNCIL.

- 1) A resolution to approve Change Order #1 to a contract with Thomas & Sons Builders, LLC for the Mill Ridge Road Field No. 2 Improvements
- 2) A resolution authorizing contracts procured through the Omnia Partners National Cooperative
- 3) A resolution authorizing a proprietary Non-Fair and Open Contract with Lawsoft, Inc. for the support and maintenance of the existing CAD/RMS System currently utilized by the Secaucus Police Department
- 4) A resolution to approve the extension of a Concession Contract with 3 Moms Catering for a Concessionaire/Concession Stand
- 5) Resolution reappointing to the Seasonal Position of Lifeguard at the Recreation Center Department, effective April 5, 2024
- 6) A resolution authorizing to advertise and receive bids for Plaza Center Streetscape Improvements
- 7) A resolution appointing a member of the Local Cannabis Control Board for the Town of Secaucus in accordance with Town Ordinance 135-6(G)
- 8) A resolution authorizing the award of a contract for video surveillance and support to Computer Systems & Methods (CSM) through the Omnia Partners National Cooperative

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2024-7

AN ORDINANCE AMENDING SECTION 127-58B OF THE CODE OF THE TOWN OF SECAUCUS ENTITLED "DESIGNATION OF LOCATIONS AT OR NEAR PRIVATE RESIDENCES"

SECTION 1

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Town of Secaucus that Section 127-58B - "Designation of Locations at or Near Private Residences" shall be amended by adding the following locations:

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Centre Avenue	South	On the south side of Centre Avenue, beginning at a point 66 feet east of the southeast corner of Centre Avenue and Golden Avenue continuing east for a distance of 20 feet in front of 131 Centre Avenue
Second Street	East	On the east side of Second Street, beginning at a point 140 feet north of the northeast corner of Centre Avenue and Second Street continuing east for a distance of 20 feet in front of 760 Second Street

That the parking space designated for 131 Centre Avenue adopted by Ordinance is to be personalized for Placard Number P2469907.

That the parking space designated for 760 Second Street adopted by Ordinance is to be personalized for Placard Number P2802197.

SECTION 2

SEVERABILITY

BE IT FURTHER ORDAINED, that the provisions of this ordinance are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words, or parts of the regulation or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such persons or circumstances, to which the ordinance or part thereof is held inapplicable, had been specifically exempted therefrom.

SECTION 3

REPEALER

BE IT FURTHER ORDAINED, that all other ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed, to the extent of such inconsistency.

SECTION 4

EFFECTIVE DATE

BE IT FURTHER ORDAINED, that this ordinance shall take effect upon passage and publication as provided by law.

Resolution No. _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**A RESOLUTION TO APPROVE CHANGE ORDER #1 TO A CONTRACT WITH
THOMAS & SONS BUILDERS, LLC FOR THE MILLRIDGE ROAD FIELD NO.2
IMPROVEMENTS**

WHEREAS, the Town of Secaucus has a contract with Thomas & Sons Builders, LLC for the Millridge Road Field No.2 Improvements under resolution 2023-341 in the amount of \$1,424,025.00; and

WHEREAS, it has been determined that additional work is required due to unforeseen conditions, which will increase the total contract cost by Fourteen Thousand Seven Hundred Seventy-Five Dollars and 00/100 (\$14,775.00); and

WHEREAS, there is a need for a Change Order #1 to increase the contract with Thomas & Sons Builders, LLC in the amount of Fourteen Thousand Seven Hundred Seventy-Five Dollars and 00/100 (\$14,775.00), which will increase the overall contract amount to One Million Four Hundred Thirty-Eight Thousand Eight Hundred Dollars and 00/100 (\$1,438,800.00) representing a 1.04% increase; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line-item C-04-55-2020-2120

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey that the above statements are incorporated herein and Change Order #1 for Thomas & Sons Builders, LLC in the amount of Fourteen Thousand Seven Hundred Seventy-Five Dollars and 00/100 (\$14,775.00) is hereby approved.

Adopted: April 9, 2024

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on April 9, 2024.

Town Clerk

Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonnelli				

March 29, 2024

Change Order Proposal # 3 Rev. 1– Netting System Foundation Installation

To: Boswell Engineering
300 Phillips Ave., South Hackensack, NJ 07606
O: 732-282-1776

Client: Town of Secaucus

From: Jay Patel
Thomas and Sons Builders, LLC Dba Develop Builders LLC
174 Cedar Road
New Milford, NJ 07646

Attn: Robert Gross

Re: *Millridge Road Field No. 2, Secaucus, NJ*
Change Order Proposal #3: Additional work for the netting pole drilled foundations.

Reason for Change Order:

1. Unstable foundation
2. Concrete and building materials found in holes
3. Water table high especially due to the constant rain during the past few months.
4. Holes kept caving in due to unstable dirt

The estimated cost breakdown for this additional work is as follows:

(1) Operator labor - \$ 1,080.00 per day @ 3 days	\$ 3,240.00
(1) Operator labor - \$ 1,080.00 per day @ 3 days	\$ 3,240.00
(1) Laborer - \$ 800.00 per day @ 3 days	\$ 2,400.00
(1) Laborer \$ 800.00 per day @ 3 days	\$ 2,400.00
Equipment cost - \$ 1,200.00 per day @ 3 days	\$ 3,600.00
Pump rental - \$ 600.00 per day @ 3 days	\$ 1,800.00
HDPE pipe for foundation sleeve - 80' @ \$ 54.00 per foot	\$ 4,320.00
SUBTOTAL	\$ 21,000.00
Overhead	\$ 2,100.00
Profit	\$ 1,050.00
TOTAL	\$ 24,150.00
DISCOUNT	\$ 9,375.00
TOTAL	\$ 14,775.00

Respectfully,

Jay Patel
Project Manager, Develop Builders LLC
M: 862-220-9270
E: jpatel@developbuilders.com

RESOLUTION NO. _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**A RESOLUTION AUTHORIZING CONTRACTS PROCURED THROUGH THE
OMNIA PARTNERS NATIONAL COOPERATIVE**

WHEREAS, the Town of Secaucus is a member of the Omnia Partners National Cooperative (formerly National IPA, US Communities, and NCPA), as authorized by Resolutions 2015-126, 2015-135, and 2018-189; and

WHEREAS, Omnia Partners National Cooperative is a cooperative purchasing program organized pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-10; and

WHEREAS, the Town of Secaucus, pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et seq. may, by Resolution and without advertising for bids, purchase any goods or services through the Omnia Partners National Cooperative, which has been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Town intends to enter into contracts with the following Omnia Partners National Cooperative vendors, subject to all conditions pursuant to each awarded contract: and

WHEREAS, the term of each contact shall be one (1) year, beginning on January 1, 2024; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under the following line items:

<u>Vendor</u>	<u>Commodity/Service</u>	<u>Omnia Contract Number</u>	<u>Budgeted Amount</u>	<u>Account Number</u>
Sherwin Williams	Paint & Related Supplies	02-147	\$23,000.00	4-01-26-1109-2031
American Paper	Janitorial & Sanitation Supplies	202329-01	\$50,000.00	4-01-26-1109-2035

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey authorize the use of the Omnia Partners National Cooperative Contracts as referenced herein; and

BE IT FURTHER RESOLVED, that all Contracted Vendors shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing; and

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator, or their designee are hereby authorized to execute any documents regarding the awarding of this contract, or take any action necessary to effectuate the spirit and purpose of this resolution.

Date: April 9, 2024

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on April 9, 2024.

Town Clerk	Mayor			
Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonnelli				

RESOLUTION NO. _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**A RESOLUTION AUTHORIZING A PROPRIETARY NON-FAIR AND OPEN
CONTRACT WITH LAWSOFT INC. FOR THE SUPPORT AND MAINTENANCE OF
THE EXISTING CAD/RMS SYSTEM CURRENTLY UTILIZED BY THE SECAUCUS
POLICE DEPARTMENT**

WHEREAS, the Town of Secaucus Police Department has the continued need for support and maintenance of the existing LawSoft CAD/RMS System; and

WHEREAS, N.J.A.C. 5:34-9.1(A)(1)(ii) identifies Proprietary as “Specialized in Nature” and “The good or service is patented, and the patented feature is essential for operational performance”; and

WHEREAS, the support and maintenance of the LawSoft CAD/RMS System Software is of a Proprietary nature, a procurement governed by N.J.S.A. 40A:11-13(d) and regulated by N.J.A.C. 5:34-9.1; and

WHEREAS, LawSoft Inc. is the sole source vendor that can provide support and maintenance to the LawSoft CAD/RMS System software, and LawSoft CAS/RMS is a copyrighted, trademarked product fully owned and operated by LawSoft Inc.; and

WHEREAS, LawSoft Inc. has submitted Invoice #23-0472 for their proposal for these services; and

WHEREAS, the Finance Director certifies that funds are available for these services under line item 4-01-25-2131-2069

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey award the contract for Support and Maintenance for the LawSoft CAD/RMS System for an amount not to exceed Twenty-Two Thousand One Hundred Ninety-Five Dollars and 00/100 (\$22,195.00); and

BE IT FURTHER RESOLVED, that the contract term is for a one (1) year period, beginning on April 23, 2024; and

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 19:44A-20.8, Lawsoft Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Lawsoft Inc. has not made any reportable contributions to a candidate committee in the Town of Secaucus in the previous one year, and that the contract will prohibit the Lawsoft Inc. from making any reportable contributions through the term of the contract, and

BE IT FURTHER RESOLVED, that LawSoft Inc. shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing; and

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator, or their designee are hereby authorized to execute any documents regarding the awarding of this contract, or take any action necessary to effectuate the spirit and purpose of this resolution.

Adopted: April 9, 2024

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on April 9, 2024.

Town Clerk

Mayor

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Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonnelli				



Invoice

15 Hamburg Turnpike (Suite 2)
 Bloomingdale, NJ 07403
 Phone #: 973-250-8900
 Fax #: 973-250-8905

Date	Invoice #
10/19/2023	23-0472

Bill To
Secaucus Police Department 1203 Paterson Plank Rd Secaucus, NJ 07094

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			10/19/2023			

Qty	Item Code	Description	Unit Price	Amount
1	LS_SPPRT	Annual Support for LawSoft CAD/RMS for 2024 (April 2024 - April 2025)	21,195.00	21,195.00
1	NIBRS Support	Support for NIBRS interface according to FBI & NJSP repository standards Recurring Annual Maintenance for LawSoft CAD/RMS \$17,450.00 annually. WTH \$3,745.00 annually. *Secaucus PD	1,000.00	1,000.00

Total:			\$22,195.00
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RESOLUTION NO. _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**A RESOLUTION TO APPROVE THE EXTENSION OF A CONCESSION CONTRACT
WITH 3 MOMS CATERING FOR A CONCESSIONAIRE/CONCESSION STAND**

WHEREAS, the Town of Secaucus received responses to its Fair and Open Solicitation Process for Concessionaire/Concession Stand on March 28, 2023 pursuant to N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Town of Secaucus awarded a contract to 3 Moms Catering for Concessionaire/Concession Stand by Resolution 2023-116 for a one year period, with one (1), one (1) year extension option; and

WHEREAS, the Town of Secaucus wishes to extend the contract for an additional one (1) year term pursuant to the bid documents; Said extension is the first and only (1) one year renewal of this contract.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey that the contract for Concessionaire/Concession Stand with 3 Moms Catering is extended for a one (1) year period in accordance with pricing for the term of May 2024-September 2024, pursuant to the bid documents; and

BE IT FURTHER RESOLVED, that 3 Moms Catering shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing; and

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator, or their designee are hereby authorized to execute any documents regarding the awarding of this contract, or take any action necessary to effectuate the spirit and purpose of this resolution.

Date: April 9, 2024

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on April 9, 2024.

Town Clerk

Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonnelli				

Resolution No. _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY**

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Michael Pero Superintendent of Recreation that the following persons are hereby reappointed to the **seasonal position of Lifeguard** at the Recreation Center Department (#85000) retroactive, April 5, 2024, as follows:

Lifeguards

Backiel, Connor (#6316)	\$16.13/Hr.
Borbe, Tamara (#6253)	\$16.13/Hr.
Hernandez, Arianna (#6081)	\$16.13/Hr.
Hernandez, Jalyne (#6091)	\$16.13/Hr.
Pawlikowski, Karen (#6248)	\$16.13/Hr.
Vaughan, Kelly (#6213)	\$16.13/Hr.
Morrobel, Adrie (#6246)	\$16.13/Hr.
Morrobel, Aydely (#6268)	\$16.13/Hr.

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on April 9, 2024.

Town Clerk

Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonnelli				

Resolution No. _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**A RESOLUTION APPOINTING A MEMBER OF THE
LOCAL CANNABIS CONTROL BOARD FOR THE TOWN OF SECAUCUS
IN ACCORDANCE WITH TOWN ORDINANCE 135-6(G)**

WHEREAS, in accordance with N.J.S.A. 24:6I-31 *et seq.*, the Town of Secaucus adopted changes to Town Ordinance provision 135-6(G) on May 10, 2022, per Ordinance No. 2022-9, permitting recreational cannabis establishments; and

WHEREAS, said Ordinance, pursuant to subsection 1(l), permits the Mayor and Council to create and appoint a “Local Cannabis Control Board” comprised of three (3) persons to review and approve applications for the operation of cannabis establishments within the Town of Secaucus; and

WHEREAS, the Mayor and Council created and established a “Local Cannabis Control Board” for the Town of Secaucus on September 13, 2022 pursuant to Resolution No. 2022-303;

WHEREAS, the Mayor and Council accepted the resignation of Board Member Keri Ann Eglentowicz, Esq. effective January 23, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, hereby appoint Julia Peschetti, Esq. to the Local Cannabis Control Board to complete the remaining term of Keri Ann Eglentowicz, Esq., which will end on September 13, 2026; and

BE IT FURTHER RESOLVED, that the Mayor and Town Council, Town Administrator or their designee is hereby authorized to take any other necessary action to effectuate the spirit and intent of this Resolution.

Adopted: April 9, 2024

Resolution No. _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**A RESOLUTION AUTHORIZING TO ADVERTISE AND RECEIVE BIDS FOR PLAZA
CENTER STREETScape IMPROVEMENTS**

WHEREAS, the Town of Secaucus has the need for Plaza Center Streetscape Improvements

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Town Council for the Town of Secaucus, County of Hudson, State of New Jersey that the Town Clerk is hereby authorized to advertise for and receive bids from vendors for Plaza Center Streetscape Improvements

Adopted: April 9, 2024

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on April 9, 2024.

Town Clerk

Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
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Councilman Clancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonnelli				

Resolution No. _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR VIDEO
SURVEILLANCE AND SUPPORT TO COMPUTER SYSTEMS & METHODS (CSM)
THROUGH THE OMNIA PARTNERS NATIONAL COOPERATIVE**

WHEREAS, the Town of Secaucus Police Department has the continued need for Video Surveillance and Support; and

WHEREAS, the Town of Secaucus Police Department has obtained Quote #jd001995 v3 from Computer Systems and Methods (CSM), located in Iselin, NJ, in the amount of Nineteen Thousand Five Hundred Dollars and 00/100 (\$19,500.00); and

WHEREAS, the services that are offered will be procured through the Omnia Cooperative Contract No. R200803 Cyber Security Solutions and Associated Products & Services; and

WHEREAS, the Town of Secaucus is a member of the Omnia Cooperative (formerly National IPA, US Communities, and NCPA) previously authorized by Resolution Reso.2015-126, Reso.2015-135, and Reso.2018-189; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 4-01-25-2131-2069

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey authorize the Award of a Contract for Video Surveillance and Support to CSM in an amount not to exceed Nineteen Thousand Five Hundred Dollars and 00/100 (\$19,500.00); and

BE IT FURTHER RESOLVED, that CSM shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing; and

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator, or their designee are hereby authorized to execute any documents regarding the awarding of this contract, or take any action necessary to effectuate the spirit and purpose of this resolution.

Adopted: April 9, 2024

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on April 9, 2024.

Town Clerk

Mayor

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Second:				
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Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonnelli				

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION
FACILITY RENTAL AGREEMENT



This Rental Agreement, dated March 28th 2024 by and between the Town of Secaucus, Department of Recreation (hereinafter "Town") and the following:

Name: RAJESH NAAPPAL
 Organization, if applicable: INDIAN CAUCUS OF SECAUCUS
 Address: PO Box 2001, SECAUCUS, NJ 07094
 Phone: 201-936-1080 Email: Rajeshnaappal@indiancaucus.org
 hereinafter referred to as "Renter". In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **FACILITY.** The Town agrees to rent Millridge field #3 located in the Town of Secaucus, New Jersey (hereinafter "Facility") to Renter for the date, time period and event described below.

2. **DATE and TERM:** The Facility will be used by the Renter for the following Rental Period(s):

April 27th, 2024, from 12 am/pm to 4 am/pm
 _____, 20____, from _____ am/pm to _____ am/pm
 _____, 20____, from _____ am/pm to _____ am/pm

3. **EVENT.** Renter will use the Facility for the following event:

Name of Event: HOLI Festival of Colors

Type of event: (Please describe the type of event, name of entertainment/vendors, etc.)

CULTURAL EVENT

Number of Attendees: 200/300

4. **RENT.** Renter agrees to pay the Town of Secaucus, Department of Recreation the following for the Facility rental: Total Rental Fee for Facility: \$ 0 All payments are due upon Agreement signing and must be in the form of a personal check, certified bank check, cashier's check or money order. Renter will be assessed twenty dollars (\$20.00) for any returned checks.

*For Ice Rink Party/Birthday Party Rentals: Fee is per 50 attendees. For any number of attendees over 50 persons, Renter will be assessed an additional fee of \$100. (up to 50 additional attendees or part thereof).

5. OBLIGATIONS OF RENTER. The Renter has reviewed the Policies for Facility Rental and agrees to all terms set forth. The renter also understands that they are bound by and shall abide by any applicable federal, state or local laws, regulations and ordinances.

At the end of the rental term, Renter will return the Facility to a neat, orderly and clean condition. Renter will be responsible for, and liable to, the Town for all damages, repairs or extraordinary cleaning to the Facility required as a result of Renter and/or Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

6. OCCUPANCY. Occupancy of the Facility will be limited to _____ persons. All occupancy limits must be complied with throughout the rental period. The Town reserves the right to assess an additional fee of \$100 per 50 persons or part thereof for occupancy over the limit specified or above the represented number of attendees by Renter.

7. SMOKING. Smoking is prohibited at all Facilities.

8. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability in which the Town of Seacabus is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the Town with a Certificate of Insurance prior to the Event. Seacabus-based non-profit organizations will be exempt from the insurance requirement.

9. INDEMNIFICATION AND HOLD HARMLESS. Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter's guests, agents, employees, participants, vendors/performers, invitees or attendees.

This Waiver of Claim includes the use of any equipment, building, or part of building, facilities and services, and grounds which is owned or leased by the Town which is being used on a rental, concession, contract, or gratis basis.

10. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.

11. CANCELLATION. The fee paid will not be refunded if notice of cancellation is received less than ten (10) days before the Event, unless the Facility is subsequently rented for the same date and time period. The Town has no obligation to seek out or pursue a substitute Renter. Any notice of cancellation by the Renter must be provided in writing.

In the event that the Town are unable to fulfill its obligation due to damage or destruction of the Facility, acts or regulations of public authorities, civil tumult, strike, power outage or any unforeseen occurrence rendering the Facility not useable; the Town shall not be held legally responsible for any damages arising from the cancellation of the Facility rental listed herein. However, the Town will agree to refund any fee already submitted to the Town by the Renter if the Facility rental cannot occur for one of the reasons above, or partially refund a pro-rated amount of the fee based on the length of the rental if such occurs during the Facility rental period.

12. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter's conformance to this Agreement. If the Town determines, in its sole judgment, that Renter has breached a term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

I have read the above Agreement, and fully understand and agree to all the terms as set forth.

By Rajesh Nagpal
(Signature of renter)

Date 8/28/2024

Contact Person and Number on Day of Event
in case of emergency, closure, etc.

RAJESH NAGPAL

Phone: 201-936-1080

INTERNAL USE ONLY: DO NOT WRITE BELOW THIS LINE

Date of Payment:	Amount of Payment Received:	Payment Method:	Staff Member Accepting Payment:
		<input type="checkbox"/> Personal Check <input type="checkbox"/> Certified Bank Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Money Order	
	CHECK BOX WHEN PAID IN FULL <input type="checkbox"/>		

Notes:

TOWN OF SECAUCUS
DEPARTMENT OF RECREATION



POLICIES FOR FACILITY RENTALS

- An adult over the age of 18 must be present at the Facility at all times during the Rental Period.
- Children must be supervised at all times and must remain in the designated Facility rental area.
- The following are prohibited at all facilities: alcoholic beverages, drugs/narcotics or illegal substances, open flame or flame producing devices (inc. pyrotechnics, cooking equipment, etc.) and fireworks.
- For ice rink rentals: No outside equipment can be brought in or used in the facility. Activity permitted is ice skating only. Other activities on the ice such as tag or races are not allowed.
- All fire and life safety guidelines must be observed.
- No confetti.
- All decoration must be removed, including tape, tacks, fasteners, etc.
- All furniture must be returned to its original location. Renter is fully responsible for all set-up and removal (including stacking) of the tables, chairs, and other equipment used during event.
- All garbage and recyclables must be placed in the proper containers that were provided in the Facility.
- All floors must be swept and clean. Any spills must be wiped up.
- Renters must return the Facility to a neat, orderly and clean condition at the end of the rental period, unless additional time is permitted by the Town or the Facility Manager.
- All lights must be turned off in the Facility.
- No water is to be left running in the bathrooms or in any Facility location.
- If the Facility is being used after normal operating hours, Renter is responsible for ensuring that the doors and windows of the premises are properly locked and secured prior to departure.