

**TOWN OF SECAUCUS**  
**MAYOR AND COUNCIL MEETING - FEBRUARY 11, 2019**  
**CAUCUS/EXECUTIVE SESSION 4:30 PM**  
**MEETING TO COMMENCE 7:00 PM**

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**

**ROLL CALL**

**ORDINANCES FOR INTRODUCTION**

**Ordinance No. 2019-7:** An ordinance amending Chapter 7 of the Code of the Town of Secaucus entitled "Court" to specify current statutory references and current Public Defender Application Fee for the Secaucus Municipal Court

**Ordinance No. 2019-8:** An ordinance granting renewal of Municipal Consent to Comcast to construct, connect, operate and maintain a Cable Television and Communications System in the Town of Secaucus, New Jersey

**RESOLUTIONS (CONSENT AGENDA)**

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

**PAYMENT OF CLAIMS**

**BINGO/RAFFLE APPLICATIONS**

- 1) Application for an On-Premise Draw Raffle to be held on March 29, 30 and 31, 2019, sponsored by Beneath the Sea, Inc.
- 2) Application for an On-Premise 50/50 to be held on July 11, 18 and 25, 2019, sponsored by the Secaucus Emergency Fund
- 3) Application for an On-Premise 50/50 to be held on July 3, 2019, sponsored by the Secaucus Emergency Fund, Inc.
- 4) Application for an On-Premise 50/50 to be held on April 6, 2019, sponsored by the Secaucus Emergency Fund
- 5) Application for an On-Premise Draw Raffle to be held on April 6, 2019, sponsored by the Secaucus Emergency Fund

**COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL**

- 1) Request by 3 Rivers District to use the Recreation Center Basketball Courts on April 7, 2019 for the Annual Pinewood Derby
- 2) Request by the Rutherford Recreation Department to use the Secaucus Swim Club on various dates in June and July for Summer Camp
- 3) Request by the Primetime Early Learning Center to use the Secaucus Swim Club on four dates in July and August for Summer Camp
- 4) Request by the North Arlington Education Foundation to use the Secaucus Swim Club on various dates in July and August for Summer Camp
- 5) Request by the Children's Studio in East Rutherford to use the Secaucus Swim Club on various dates in June, July and August for Summer Camp
- 6) Request by Diamond Gymnastics of Hoboken to use the Secaucus Swim Club on various dates in June, July and August for Summer Camp
- 7) Request by the Manhattan Country School to use the Secaucus Swim Club on three dates in July for Summer Camp

**COMMITTEE REPORTS**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**REMARKS OF CITIZENS**

**ADJOURNMENT**

## Town of Secaucus

### CONSENT AGENDA – 2/26/19

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

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

- 1) Resolution authorizing the settlement of the tax appeal regarding Lot 6.03 in Block 227 as set forth on the Official Tax Maps of the Town of Secaucus owned by PMP 500 Plaza, LLC c/o Marcus, Inc.
- 2) Resolution authorizing the settlement of the tax appeal regarding Lot 5.0307 in Block 227 as set forth on the Official Tax Maps of the Town of Secaucus owned by PMP 500 Plaza, LLC c/o Marcus, Inc.
- 3) Resolution authorizing the settlement of the tax appeal regarding Lot 2 in Block 142 as set forth on the Official Tax Maps of the Town of Secaucus owned by TD Bank, N.A.
- 4) Resolution authorizing the settlement of the tax appeal regarding Lot 9 in Block 227 as set forth on the Official Tax Maps of the Town of Secaucus owned by Mori Revocable Trust
- 5) Resolution authorizing the settlement of the tax appeal regarding Lot 11.01 in Block 26 as set forth on the Official Tax Maps of the Town of Secaucus owned by Kevin Justin, Inc. c/o Eminent Sports
- 6) Resolution authorizing the settlement of the tax appeal regarding Lot 10 in Block 138 as set forth on the Official Tax Maps of the Town of Secaucus owned by MCC Enterprises, LLC
- 7) Resolution approving Tax Overpayment Refunds for 11 Secaucus properties
- 8) Resolution granting unpaid leaves of absence while on temporary disability for pension purposes to Karyn Taylor, Richard Lienhard and Eric Wetter
- 9) Resolution appointing Giacomo Scalici as a Regular Part-Time Crossing Guard, effective February 26, 2019, at the hourly rate of \$20.00, pending the successful completion of a background check and a physical examination
- 10) A resolution to authorize the purchase of Police vehicles and related parts and equipment from Beyer-Fleet Sales through the Educational Services Commission of New Jersey
- 11) A resolution on behalf of the Town of Secaucus extending the contract for a Payroll, Human Resource and Time and Attendance Software Program to ADP, LLC
- 12) Appropriation Transfer Reserve Resolution
- 13) A resolution on behalf of the Town of Secaucus authorizing an appointment award of professional services contracts

**AN ORDINANCE OF  
THE TOWN OF SECAUCUS, NEW JERSEY**

**ORDINANCE NO. 2019-7**

**AN ORDINANCE AMENDING CHAPTER 7 OF THE CODE OF THE TOWN OF  
SECAUCUS ENTITLED "COURT" TO SPECIFY CURRENT STATUTORY  
REFERENCES AND CURRENT PUBLIC DEFENDER APPLICATION FEE  
FOR THE SECAUCUS MUNICIPAL COURT**

**WHEREAS**, the New Jersey Legislature through N.J.S.A. 2B:24-1 *et seq.* has found that Municipal Public Defenders are critical components of the court system for the administration of justice and for effective, fair and equal representation of those who demonstrate need; and

**WHEREAS**, the Town's governing body has supported and continues to support the Public Defender Program in the Secaucus Municipal Court with one appointed Public Defender and named Alternate Public Defenders in the interest of justice and fairness; and

**WHEREAS**, based upon review of the Court Administrator and Town Attorney, updates to Town Ordinance Chapter 7 entitled "Court" are being undertaken, including to specify Public Defender duties and application fees under governing statutes for the Secaucus Municipal Court.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, as follows:

1. Chapter 7 entitled "Court." of the Code of the Town of Secaucus be, and is hereby amended and supplemented to read as follows: (additions are indicated in **bold**, deletions are indicated by ~~strikethroughs~~):

§ 7-4. Judge: appointment; term of office.

The Mayor and Council of the Town of Secaucus shall appoint a Judge to said Court **in accordance with N.J.S.A. 2B:12-1** *et seq.*, who shall have such qualifications as provided by ~~N.J.R.S. 2A:8-1~~ *et seq.*, **N.J.S.A. 2B:12-7** and who shall serve for a term of three (3) years from the date of ~~his~~ **their** appointment and until ~~his~~ **their** successor is appointed and qualifies.

2. The following shall be added as under the current Chapter 7 entitled "Court." of the Code of the Town of Secaucus. Chapter 7 shall be, and is hereby amended and supplemented with the following: (additions are indicated in **bold**):

**§ 7-7 Municipal Public Defender; duties**

**The Mayor and Council of the Town of Secaucus shall appoint a Municipal Public Defender to the Secaucus Municipal Court in accordance with N.J.S.A. 2B:12-1 *et seq.* The Municipal Public Defender shall have, possess and exercise all the functions, powers, duties and jurisdiction conferred by the provisions of such or by any other act of the legislature and to be conducted in such manner as provided by such statute and any rules promulgated by the Supreme Court of the State of New Jersey for the conduct of Municipal Courts.**

**§ 7-8 Municipal Public Defender; application.**

**A person applying for representation by the Secaucus Municipal Court Public Defender shall file an application with the Secaucus Municipal Court on a form provided by the Court. Pursuant to N.J.S.A. 2B:24-17, an applicant shall pay an application fee not to exceed Two Hundred Dollars (\$200.00). In accordance with guidelines promulgated by the Supreme Court, the Secaucus Municipal Court may waive the required application fee, in whole or in part, if the Court determines, in its discretion, upon a clear and convincing showing by the applicant, that the application fee represents an unreasonable burden on the person seeking representation. The Secaucus Municipal Court may permit a person to pay the application fee over a period not to exceed four months.**

3. There are no other changes to this Chapter of the Code of the Town of Secaucus.
4. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
5. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to that section, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed to be valid and effective.
6. This Ordinance shall take effect immediately upon passage and publication in accordance with law.

**IT IS FURTHER ORDAINED** that the remainder of this Chapter 7 of the Code of the Town of Secaucus shall remain in full force and effect.

While adding to Chapter 7, changing one provision to reflect the current statutory reference for the appointment/qualifications of municipal court judge. By reflecting N.J.S.A. 2B:12-1 *et seq.*, this provision is also now in line with the employee ordinance provision § 23-230 to -232. The prior provision noted (N.J.R.S. 2A:8-1) was repealed since 1974 when the Ordinance appears to have last been amended.

**AN ORDINANCE OF  
THE TOWN OF SECAUCUS, NEW JERSEY**

**ORDINANCE NO. 2019-8**

**AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE TOWN OF SECAUCUS, NEW JERSEY.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF SECAUCUS, AS FOLLOWS:**

**SECTION 1. PURPOSE OF THE ORDINANCE**

The municipality hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets, alleys, sidewalks, easements, public ways and public places in the municipality, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus and equipment as may be necessary for the construction, operation and maintenance in the Municipality of a cable television and communications system.

**SECTION 2. DEFINITIONS**

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms is supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "Town" or "Municipality" is the Town of Secaucus, County of Hudson, State of New Jersey.
- b. "Company" is the grantee of rights under this Ordinance and is known as Comcast of New Jersey II, LLC
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. 48:5A-1, et seq.
- d. "FCC" is the Federal Communications Commission.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board.

- g. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. "Application" is the Company's Application for Renewal of Municipal Consent.
- i. "Primary Service Area" or "PSA" consists of the area of the Municipality currently served with existing plant as set forth in the map annexed to the Company's Application for Municipal Consent.

### **SECTION 3. STATEMENT OF FINDINGS**

Public hearings conducted by the municipality, concerning the renewal of Municipal Consent herein granted to the Company were held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearings, having been fully open to the public, and the municipality, having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Municipality hereby finds that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company's operating and construction arrangements are adequate and feasible.

### **SECTION 4. DURATION OF FRANCHISE**

The non-exclusive Municipal Consent granted herein shall expire 10 years from the date of expiration of the previous Certificate of Approval issued by the Board.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Municipality shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval; provided however, that the Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

### **SECTION 5. FRANCHISE FEE**

Pursuant to the terms and conditions of the Act, the Company shall, during each year of operation under the consent granted herein, pay to the Municipality two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Municipality or any higher amount required by the Act or otherwise allowable by law, whichever is greater.



**SECTION 6. FRANCHISE TERRITORY**

The consent granted under this Ordinance to the renewal of the franchise shall apply to the entirety of the Municipality and any property subsequently annexed hereto.

**SECTION 7. EXTENSION OF SERVICE**

The Company shall be required to proffer service to any residence or business along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. The Company's Line Extension Policy, as set forth in the Company's Application, shall govern any extension of plant beyond the Primary Service Area.

Comcast will comply with all lawful rules and regulations governing the operation of its cable television system and cable communications system within the (name of municipality). If any referenced regulations are deemed unlawful by a court of competent jurisdiction or superseded by a duly enacted State or federal statute or regulation, Comcast will not be bound by such regulation, nor will the company be bound by any provision of the Municipal Consent Ordinance or Renewal Certificate of Approval with regard to same. Comcast reserves the right to seek administrative or judicial review of the validity of any statute, regulation or ordinance.

**SECTION 8. CONSTRUCTION REQUIREMENTS**

Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as good a condition as existed prior to the commencement of said work and in accordance with any applicable municipal authority.

Relocation: If at any time during the period of this consent, the Municipality shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Municipality, shall remove, re-lay or relocate its equipment, at the expense of the Company.

Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the municipality so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables. The Company agrees that it shall, at the sole cost and expense of the Company, properly dispose of all trees, branches or trimmings removed in accordance with this paragraph.

## **SECTION 9. CUSTOMER SERVICE**

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the municipality upon written request of the Municipality Administrator or Clerk.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.
- c. The Company shall use every reasonable effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (NCTA).
- d. Nothing herein shall impair the right of any subscriber or the Municipality to express any comment with respect to telephone accessibility to the Complaint Officer, or impair the right of the Complaint Officer to take any action that is permitted under law.

## **SECTION 10. MUNICIPAL COMPLAINT OFFICER**

The Office of Cable Television is hereby designed as the Complaint Officer for the Municipality pursuant to N.J.S.A. 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5. The Municipality shall have the right to request copies of records and reports pertaining to complaints by Municipality customers from the OCTV.

## **SECTION 11. LOCAL OFFICE**

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. 14:18-5.1 for the purpose of receiving, investigating and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters. Such a business office shall have a publicly listed toll-free telephone number and be open during standard business hours, and in no event (excepting emergent circumstances) less than 9:00 A.M. to 5:00 P.M., Monday through Friday.

**SECTION 12. PERFORMANCE BONDS**

During the life of the franchise, the Company shall give to the municipality a bond in the amount of twenty-five thousand dollars (\$25,000.00). Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

**SECTION 13. SUBSCRIBER RATES**

The rates of the Company shall be subject to regulation as permitted by federal and state law.

**SECTION 14. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

- a. The Company shall continue to provide residents with a system-wide public access channel maintained by the Company. Qualified individuals and organizations may utilize public access for the purpose of cablecasting non-commercial access programming in conformance with the Company's published public access rules.
- b. The Company shall continue to provide a system-wide leased access channel maintained by the Company for the purpose of cablecasting commercial access programming in conformance with the Company's guideline and applicable state and federal statutes and regulations.
- c. The Company shall continue to provide two dedicated local access channels maintained by the Company for the purpose of cablecasting non-commercial access programming in conformance with the Company's guideline and applicable state and federal statutes and regulations.
- d. The Company shall take any steps that are necessary to ensure that the signals originated on the access channels are carried without material degradation, and with a signal whose quality is equal to that of the other standard channels that the Company transmits.
- e. The Communications Act of 1934, as amended (47 U.S.C. §543(b)(4)), allows the Company to itemize and/or identify the amount on the monthly bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, educational, and governmental channels, or the use of such channels or any other services required under the franchise. The Company reserves its external cost, pass-through rights to the extent permitted by law.

**SECTION 15. COMMITMENTS BY THE COMPANY**

- a. The Company shall provide standard installation and basic cable television service on one (1) outlets at no cost to each school in the Municipality, public and private, elementary, intermediate and secondary, provided the school is within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school requesting service. Monthly service charges shall be waived on all additional outlets except for equipment.
- b. The Company shall provide free basic Internet service, via high speed cable modem, to one (1) non-networked personal computer in each school and public library and to such school and libraries that may be constructed in the future. All facilities must be located with 200 feet of active cable distribution plant.
- c. The Company shall provide standard installation and basic cable television service at no cost on one (1) outlet to Secaucus Town Hall, 1203 Paterson Plank Road; Secaucus DPW, 370 Secaucus Road; Secaucus Senior Center/Social Services, 101 Centre Avenue; Secaucus Recreation Center; 1200 Koelle Boulevard; Secaucus Teen/Tot Center, 145 Front Street; Coast Guard Auxillary/Fire Boat, 5 Meadowlands Parkway; Secaucus Police Department, 1203 Paterson Plank Road; Office of Emergency Management Services, 1377 Paterson Plank Road; Secaucus Public Library, 1379 Paterson Plank Road; Washington Hook & Ladder Fire Company, 272 Country & Lincoln Avenue; Engine Company #1 Fire Company, 150 Plaza Centre Road; Hose Company #2 Fire Company, 746 7<sup>th</sup> Street; Hose Company #1/Engine 2, Rescue, Marine Rescue, Squad 1, 1561 Paterson Plank Road; Engine Company #3 Fire Company, 146 Centre. Provided each facility is located within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Municipality. Monthly service charges shall be waived on all additional outlets except for equipment.
- d. Within one-year of request from the Town, the Company shall build an additional access channel return line at no cost to the Town and at a location of the Town's choosing provided the return is located with 200 feet of existing and active cable plant.
- e. Within six (6) months of the issuance of a Renewal Certificate of Approval by the Board, the Company shall provide to the town a one-time access related technology grant in the amount of \$60,000.

**SECTION 16. EMERGENCY USES**

The Company will comply with the Emergency Alert System ("EAS") rules in accordance with applicable state and federal statutes and regulations.

The Company shall in no way be held liable for any injury suffered by the municipality or any other person, during an emergency, if for any reason the municipality is unable to make full use of the cable television system as contemplated herein.

**SECTION 17. LIABILITY INSURANCE**

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of \$1,000,000 covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or "umbrella") policy in the amount of \$5,000,000.

**SECTION 18. INCORPORATION OF THE APPLICATION**

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with applicable State or Federal law.

**SECTION 19. COMPETITIVE EQUITY**

Should the Municipality grant a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. 14:17-6.7.

**SECTION 20. SEPARABILITY**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the Ordinance.

**SECTION 21. THIRD PARTY BENEFICIARIES**

Nothing in this Franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

**SECTION 22. EFFECTIVE DATE**

This Ordinance shall take effect immediately upon issuance of a Renewal Certificate of Approval from the BPU.

RESOLUTION NO. \_\_\_\_\_

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

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE  
TAX APPEAL REGARDING LOT 6.03 IN BLOCK 227 AS  
SET FORTH ON THE OFFICIAL TAX MAPS OF THE TOWN  
OF SECAUCUS OWNED BY PMP 500 PLAZA, LLC c/o  
MARCUS, INC.**

**WHEREAS**, PMP 500 Plaza Corp., the owner of property located at 500 Plaza Drive, otherwise designated as Lot 6.03 in Block 227 on the official tax maps of the Town of Secaucus, has taken appeals to the Tax Court of the State of New Jersey from the assessed value of said property for the tax years 2014, 2015, 2016 and 2017; and

**WHEREAS**, the parties have agreed to a reduction in the property's assessment from a total of \$48,407,600 to a total of \$38,678,800 for tax year 2014, and from a total of \$48,477,600 to a total of \$47,653,000 for tax year 2015; and

**WHEREAS**, the property owner has agreed to withdraw its appeals filed for tax years 2016 and 2017; and

**WHEREAS**, the Town has agreed to withdraw its counterclaims filed for tax years 2016 and 2017; and

**WHEREAS**, the Town Tax Assessor has agreed to the reduction in value on the property in accordance with the settlement and to the withdrawal of the Town's counterclaims; and

**WHEREAS**, the settlement results in a tax refund for the property of \$366,386.61 for tax year 2014, and \$30,526.69 for tax year 2015 for a total tax refund for both tax years in the amount of \$396,913.30; and

**WHEREAS**, the property owner has agreed to waive statutory pre-judgment interest on the tax refund; and

**WHEREAS**, the Town Council of the Town of Secaucus has determined that it is in the best interests of the Town to adjust the assessment on the aforesaid property for the 2014 and 2015 tax years in accordance with the settlement.

**NOW, THEREFORE**, be it resolved by the Town Council of the Town of Secaucus in the County of Hudson and State of New Jersey, as follows:

1. The tax assessment on the property located at 500 Plaza Drive and otherwise designated as Lot 6.03 in Block 227 on the official tax maps of the Town of Secaucus shall be reduced from a total of \$48,407,600 to a total of \$38,678,800 for tax year 2014, and from a total of \$48,477,600 to a total of \$47,653,000 for tax year 2015.

2. The Town Tax Collector is hereby authorized to issue a check to the property owner upon receipt of the Tax Court Judgments representing the tax refund attributable to the reduction in the assessment.

3. This resolution shall take effect immediately or as otherwise provided by law.



RESOLUTION NO. \_\_\_\_\_

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

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE  
TAX APPEAL REGARDING LOT 5.0307 IN BLOCK 227 AS  
SET FORTH ON THE OFFICIAL TAX MAPS OF THE TOWN  
OF SECAUCUS OWNED BY PMP 500 PLAZA, LLC c/o  
MARCUS, INC.**

**WHEREAS**, PMP 500 Plaza, LLC c/o Marcus, Inc., the owner of property located at 600 Plaza Drive, otherwise designated as Lot 5.0307 in Block 227 on the official tax maps of the Town of Secaucus, has taken appeals to the Tax Court of the State of New Jersey from the assessed value of said property for the tax years 2016 and 2017; and

**WHEREAS**, the property owner has agreed to withdraw its appeal filed for tax year 2016; and

**WHEREAS**, the parties have agreed to a reduction in the property's assessment from a total of \$4,779,800 to a total of \$2,389,900 for tax year 2017; and

**WHEREAS**, the Town has agreed to withdraw its counterclaims filed for tax years 2016 and 2017; and

**WHEREAS**, the Town Tax Assessor has agreed to the reduction in value on the property in accordance with the settlement and to the withdrawal of the Town's counterclaims; and

**WHEREAS**, the settlement results in a tax refund for the property of \$86,370.99 for tax year 2017; and

**WHEREAS**, the property owner has agreed to waive statutory pre-judgment interest on the tax refund; and

**WHEREAS**, the Town Council of the Town of Secaucus has determined that it is in the best interests of the Town to adjust the assessment on the aforesaid property for the 2017 tax year in accordance with the settlement.

**NOW, THEREFORE**, be it resolved by the Town Council of the Town of Secaucus in the County of Hudson and State of New Jersey, as follows:

1. The tax assessment on the property located at 600 Plaza Drive and otherwise designated as Lot 5.0307 in Block 227 on the official tax maps of the Town of Secaucus shall be reduced from a total of \$4,779,800 to a total of \$2,389,900 for tax year 2017.

2. The Town Tax Collector is hereby authorized to issue a check to the property owner upon receipt of the Tax Court Judgment representing the tax refund attributable to the reduction in the assessment.

3. This resolution shall take effect immediately or as otherwise provided by law.

RESOLUTION NO. \_\_\_\_\_

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

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE  
TAX APPEAL REGARDING LOT 2 IN BLOCK 142 AS SET  
FORTH ON THE OFFICIAL TAX MAPS OF THE TOWN OF  
SECAUCUS OWNED BY TD BANK, N.A.**

**WHEREAS**, TD Bank, N.A., the owner of property located at 1262 Paterson Plank Road, otherwise designated as Lot 2 in Block 142 on the official tax maps of the Town of Secaucus, has taken appeals to the Tax Court of the State of New Jersey from the assessed value of said property for the tax years 2017 and 2018; and

**WHEREAS**, the parties have agreed to a reduction in the property's assessment from a total of \$1,325,000 to a total of \$1,194,100 for tax year 2017; and

**WHEREAS**, the property owner has agreed to withdraw its appeal filed for tax year 2018 and will instead seek the application of the Freeze Act to the 2017 Tax Court judgment; and

**WHEREAS**, the Town has agreed to withdraw its counterclaims filed for tax years 2017 and 2018; and

**WHEREAS**, the Town Tax Assessor has agreed to the reduction in value on the property in accordance with the settlement and to the withdrawal of the Town's counterclaims; and

**WHEREAS**, the settlement results in a tax refund for the property of \$4,730.73 for tax year 2017 and \$4,725.49 for tax year 2018 based on the application of the Freeze Act, for a total refund in the amount of \$9,456.22; and

**WHEREAS**, the property owner has agreed to waive statutory pre-judgment interest on the tax refund; and

**WHEREAS**, the Town Council of the Town of Secaucus has determined that it is in the best interests of the Town to adjust the assessment on the aforesaid property for the 2017 tax year in accordance with the settlement.

**NOW, THEREFORE**, be it resolved by the Town Council of the Town of Secaucus in the County of Hudson and State of New Jersey, as follows:

1. The tax assessment on the property located at 1262 Paterson Plank Road and otherwise designated as Lot 2 in Block 142 on the official tax maps of the Town of Secaucus shall be reduced from a total of \$1,325,000 to a total of \$1,194,100 for tax year 2017.
2. The Town Tax Collector is hereby authorized to issue a check to the property owner upon receipt of the Tax Court Judgments representing the tax refund attributable to the reduction in the assessment.
3. This resolution shall take effect immediately or as otherwise provided by law.

RESOLUTION NO. \_\_\_\_\_

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

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE  
TAX APPEAL REGARDING LOT 9 IN BLOCK 227 AS SET  
FORTH ON THE OFFICIAL TAX MAPS OF THE TOWN OF  
SECAUCUS OWNED BY MORI REVOCABLE TRUST**

**WHEREAS**, Mori Revocable Trust, the owner of property located north of Route 3 and east of the New Jersey Turnpike, otherwise designated as Lot 9 in Block 227 on the official tax maps of the Town of Secaucus, has taken appeals to the Tax Court of the State of New Jersey from the assessed value of said property for the tax years 2014 through 2017; and

**WHEREAS**, the Town has filed direct appeals to the Tax Court of the State of New Jersey from the assessed value of said property for the tax years 2014 and 2016 and has filed counterclaims for the tax years 2015 and 2017; and

**WHEREAS**, the property owner has agreed to withdraw its appeals filed for tax years 2014 through 2017; and

**WHEREAS**, the Town has agreed to withdraw its direct appeals/counterclaims filed for tax years 2014 through 2017; and

**WHEREAS**, the Town Tax Assessor has agreed to the withdrawal of the Town's direct appeals/counterclaims; and

**WHEREAS**, the Town Council of the Town of Secaucus has determined that it is in the best interests of the Town to resolve the matter by withdrawing the Town's direct appeals/counterclaims filed for tax years 2014 through 2017.

**NOW, THEREFORE**, be it resolved by the Town Council of the Town of Secaucus in the County of Hudson and State of New Jersey, as follows:

1. The Town Tax Appeal attorney is hereby authorized to withdraw the Town's direct appeals/counterclaims filed for tax years 2014 through 2017 upon receipt of confirmation of the property owner's withdrawals of its appeals filed for tax years 2014 through 2017.
2. This resolution shall take effect immediately or as otherwise provided by law.

RESOLUTION NO. \_\_\_\_\_

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

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE  
TAX APPEAL REGARDING LOT 11.01 IN BLOCK 26 AS  
SET FORTH ON THE OFFICIAL TAX MAPS OF THE TOWN  
OF SECAUCUS OWNED BY KEVIN JUSTIN INC. c/o  
EMINENT SPORTS**

**WHEREAS**, Kevin Justin Inc. c/o Eminent Sports, the owner of property located at 145 County Avenue, otherwise designated as Lot 11.01 in Block 26 on the official tax maps of the Town of Secaucus, has taken an appeal to the Tax Court of the State of New Jersey from the assessed value of said property for the tax year 2017; and

**WHEREAS**, the Town has filed a counterclaim for the tax year 2017; and

**WHEREAS**, the property owner has withdrawn its appeal filed for tax year 2017;  
and

**WHEREAS**, the Town has agreed to withdraw its counterclaim filed for tax year 2017; and

**WHEREAS**, the Town Tax Assessor has agreed to the withdrawal of the Town's counterclaim; and

**WHEREAS**, the Town Council of the Town of Secaucus has determined that it is in the best interests of the Town to resolve the matter by withdrawing the Town's counterclaim filed for tax year 2017.

**NOW, THEREFORE**, be it resolved by the Town Council of the Town of Secaucus in the County of Hudson and State of New Jersey, as follows:

1. The Town Tax Appeal attorney is hereby authorized to withdraw the Town's counterclaim filed for tax year 2017.

2. This resolution shall take effect immediately or as otherwise provided by law.



RESOLUTION NO. \_\_\_\_\_

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

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE  
TAX APPEAL REGARDING LOT 10 IN BLOCK 138 AS SET  
FORTH ON THE OFFICIAL TAX MAPS OF THE TOWN OF  
SECAUCUS OWNED BY MCC ENTERPRISES, LLC**

**WHEREAS**, MCC Enterprises, Inc., the owner of property located at 55 Flanagan Way, otherwise designated as Lot 10 in Block 138 on the official tax maps of the Town of Secaucus, has taken an appeal to the Tax Court of the State of New Jersey from the assessed value of said property for the tax year 2018; and

**WHEREAS**, the Town has filed a counterclaim for the tax year 2018; and

**WHEREAS**, the property owner has withdrawn its appeal filed for tax year 2018;

and

**WHEREAS**, the Town has agreed to withdraw its counterclaim filed for tax year 2018; and

**WHEREAS**, the Town Tax Assessor has agreed to the withdrawal of the Town's counterclaim; and

**WHEREAS**, the Town Council of the Town of Secaucus has determined that it is in the best interests of the Town to resolve the matter by withdrawing the Town's counterclaim filed for tax year 2018.

**NOW, THEREFORE**, be it resolved by the Town Council of the Town of Secaucus in the County of Hudson and State of New Jersey, as follows:

1. The Town Tax Appeal attorney is hereby authorized to withdraw the Town's counterclaim filed for tax year 2018.

2. This resolution shall take effect immediately or as otherwise provided by law.

RESOLUTION NO. \_\_\_\_\_-2019  
RESOLUTION APPROVING  
TAX OVERPAYMENT REFUND(S)

WHEREAS, it has been determined by the Tax Collector that the taxpayer(s) indicated are entitled to tax overpayment refund(s) for 1st Quarter 2019 and;

WHEREAS, it is the desire of the Mayor and Council to have these overpayment(s) returned to the respective taxpayer(s) and/or their agent(s);

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Secaucus that the requested overpayment refund(s) be made.

The Tax Collector is hereby authorized to make overpayment refund(s) in the amount shown to the taxpayer(s).

BLOCK	LOT	QUALIFIER	ADDRESS	AMOUNT
21	15	C0327	327 Harmon Cove Towers	\$ 104.69
21	15	C1502	1502 Harmon Cove Towers	1,181.00
21	15	C1802	1802 Harmon Cove Towers	1,303.00
52	1.01		150 Meadowlands Parkway	2,933.13
52	2		200 Meadowlands Parkway	3,239.07
101	2	C002C	729 10 <sup>TH</sup> Street	88.45
112	5		839 8 <sup>th</sup> Street	2,113.00
127	21		791 Fifth Street	1,486.00
180	24	C00C4	2 Radio Avenue	779.00
185.01	1.07		200 Mill Creek Drive	5,415.00
218	2		1084 Stonewall Lane	3,528.00

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

NOW, THEREFORE BE IT FURTHER RESOLVED that the Tax Collector is hereby authorized to execute any documents or take any other action necessary to effectuate the spirit and purpose of this Resolution.

**RESOLUTION \_\_\_\_\_**

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

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, that the below employees are hereby granted an unpaid leave of absences while on temporary disability for pension purposes as follows:

- Taylor, Karyn (DOH 5/15/2017)                      effective 1/1/2019
- Lienhard, Richard (DOH 8/22/1988)            effective 10/15/2018
- Wetter, Eric (DOH 6/4/2001)                    effective 11/20/2018

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 February 26, 2019.

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Ciancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gennelli				

**RESOLUTION \_\_\_\_\_**

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

**BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, and State of New Jersey, pursuant to the recommendation of Captain Carlos Goyenechea, Police Department that pending the successfully completion of background checks and physical examinations, the below persons are hereby replacements appointed to the position of regular part time Crossing Guards in the Traffic Department (#34000) effective February 26, 2019 as follows:

Scalici, Giacomo

\$20.00 / Hour

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 February 26, 2019.

---

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 TO AUTHORIZE THE PURCHASE OF POLICE VEHICLES AND RELATED PARTS AND EQUIPMENT FROM BEYER-FLEET SALES THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**WHEREAS**, the Secaucus Police Department is in need of two vehicles, as well related parts and equipment, to service the Town of Secaucus; and

**WHEREAS**, the Town of Secaucus received two quotes from Beyer-Fleet Sales in the amounts of Seventeen Thousand Six Hundred Eleven Dollars and Thirty-Seven Cents (\$17,611.37) for a 2019 White Ford Fusion, and Twenty-Five Thousand Four Hundred Fifty-Three Dollars and Forty-Five Cents (\$25,453.45) for a 2019 White Ford Eco Sport; and

**WHEREAS**, the Town of Secaucus also received quotes from Beyer-Fleet Sales in the amounts of Thirty Thousand Thirty-Five Dollars and Seventy Cents (\$30,035.70) for related parts and equipment required for the vehicles; and

**WHEREAS**, the vehicles and related parts and equipment as set forth in the quote submitted by Beyer-Fleet Sales will be procured through The Educational Services Commission of New Jersey (ESCNJ) via Contract No. 17/18-44 Cars, Crossovers/SUVs and Trucks; and

**WHEREAS**, the Town of Secaucus is a member of The Educational Services Commission of New Jersey (formerly Middlesex Regional Educational Services Commission) previously authorized by Resolution 2016-183.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, award the purchase of two vehicles and the related parts and equipment for use by the Secaucus Police Department in an amount not to exceed Seventy-Three Thousand One Hundred Dollars and Fifty-Two Cents (\$73,100.52); and

**WHEREAS**, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-21312-092; and

**BE IT FURTHER RESOLVED**, that Beyer-Fleet Sales 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 take any action necessary to effectuate the spirit and purpose of this resolution.

Date: February 26, 2019

I, Nicholas Goldbeck, Chief Financial Officer of the Town of Secaucus, do hereby certify that funds are available in accordance with the Local Budget Law N.J.S.A. 40A:4-1, in the amount of:

01 - 2010 - 00 - 21312 - 092  
Amount \$ 73,100.52 Date: 2/22/19

Signature: Nicholas Goldbeck

**VENDOR CONTACT FORM**

<b>Bid</b>	<b>Cars, Crossovers/SUVS and Trucks Bid #ESCNJ 17/18-44</b>	
<b>Vendor</b>	Beyer Ford	
<b>Address</b>	31 Williams Parkway, East Hanover, NJ 07936	
<b>Representative</b>	Coert Seely	Brooks Buxton
<b>Telephone #</b>	973-463-3065	973-319-7009
<b>Fax #</b>	973-884-2650	
<b>Email</b>	<a href="mailto:cseely@beyerfleet.com">cseely@beyerfleet.com</a>	<a href="mailto:bbuxton@beyerfleet.com">bbuxton@beyerfleet.com</a>
<b>Website</b>	<a href="http://www.beyerfleet.com">www.beyerfleet.com</a>	

**VENDOR CONTACT FORM**

<b>Bid</b>	<b>Cars, Crossovers/SUVS and Trucks Bid #ESCNJ 17/18-44</b>	
<b>Vendor</b>	Beyer of Morristown	
<b>Address</b>	31 Williams Parkway, East Hanover, NJ 07936	
<b>Representative</b>	Coert Seely	Brooks Buxton
<b>Telephone #</b>	973-463-3065	973-319-7009
<b>Fax #</b>	973-884-2650	
<b>Email</b>	<a href="mailto:cseely@beyerfleet.com">cseely@beyerfleet.com</a>	<a href="mailto:bbuxton@beyerfleet.com">bbuxton@beyerfleet.com</a>
<b>Website</b>	<a href="http://www.beyerfleet.com">www.beyerfleet.com</a>	

<b>Bid</b>	<b>Cars, Crossovers/SUVS and Trucks Bid #ESCNJ 17/18-44</b>	
<b>Vendor</b>	Mall Chevrolet	
<b>Representative</b>	Richard DiRenzo	
<b>Address</b>	75 Haddonfield Road, Cherry Hill, NJ 08002	
<b>Telephone #</b>	856-662-7000 x127	
<b>Fax #</b>	856-504-0108	
<b>Email</b>	<a href="mailto:fleetman13@gmail.com">fleetman13@gmail.com</a>	
<b>Website</b>	<a href="http://www.mallcars.com">www.mallcars.com</a>	

V9091 64054

# BEYER FLEET SALES and SERVICE

31 Williams Parkway  
EAST HANOVER, NJ 07936

PHONE: (973) 319-7015 FAX: (973) 515-5106  
www.beyerfleet.com

### STATEMENT OF DISCLAIMERS

This part(s) is sold "as is". The only warranties applying to this part(s) are those which may be offered by the manufacturer(s). The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly excluded is any dealer liability for defects pertaining to safety or performance, by way of "strict liability", negligence or otherwise.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
12 FEB 19	TRANSIT & PI	13 FEB 19		69929

\*\*\*\* QUOTE ONLY \*\*\*\*

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ACCOUNT NO. G3302052  
22-6002293  
SECAUCUS PD TOWN OF  
SECAUCUS  
1203 PATERSON PLANK RD  
SECAUCUS, NJ 07094-3226

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PAGE 1 OF 2

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT		
UPS	506	Q69929		EAST HANOVER NJ		
QTY	UNIT	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
2	0	DBKT3	NRKT	32.50	17.55	35.10
2	0	DBKT4	BRK	24.00	12.96	25.92
32	0	I3JC	LED	199.00	107.46	3,438.72
32	0	IONPEDB	BRKT	70.00	37.80	1,209.60
5	0	UHF2150A	HL FLASHER	71.00	38.34	191.70
6	0	AVW23RBC	AVGTRIO	469.00	253.26	1,519.56
6	0	AVBKT4	SWIVMT	47.00	25.38	152.28
4	0	VTX3609C	VERTEX	119.00	64.26	257.04
9	0	VTX3609R		119.00	64.26	578.34
9	0	VTX3609B		119.00	64.26	578.34
9	0	SA315P	SPEAKER	328.00	177.12	885.60
1	0	SAK1	BRKT	41.00	22.14	22.14
6	0	295SL100	SIREN	392.00	211.68	1,270.08
6	0	PCC10W	SWITCH CON	204.00	110.16	660.96
2	0	SAK44	FORD UTIL	41.00	22.14	66.42
1	0	MJYAAAAM	MINIJUST	1171.00	632.34	632.34
2	0	RPWT34	OUTER EDGE	1629.00	879.66	2,638.98
3	0	IONBKT1	BRKT	34.00	18.36	55.08
20	0	VTXFB	FLANGE	9.00	4.86	97.20
10	0	VTX609R	VERTEX	119.00	64.26	642.60
5	0	VTX609B	VERTEX	119.00	64.26	321.30
			PARTS			
			SHRLET			
			FREIGHT			
			SALES TAX			
CUSTOMER'S SIGNATURE						
X			TOTAL			

Thank  
You  
for  
Your  
Business!

20% HANDLING CHARGE ON ALL RETURNED ITEMS. NO RETURNS AFTER 10 DAYS.  
NO RETURNS ON ELECTRICAL ITEMS OR SPECIAL ORDERS, OPENED BOXES OR USED PARTS.



# BEYER FLEET SALES and SERVICE

31 Williams Parkway  
EAST HANOVER, NJ 07936

PHONE: (973) 319-7015 FAX: (973) 515-5106  
www.beyerfleet.com

### STATEMENT OF DISCLAIMERS

This part(s) is sold "as is". The only warranties applying to this part(s) are those which may be offered by the manufacturer(s). The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly excluded is any dealer liability for defects pertaining to safety or performance, by way of "strict liability", negligence or otherwise.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
12 FEB 19	TRANSIT & PI	13 FEB 19		69929

\*\*\*\* QUOTE ONLY \*\*\*\*

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ACCOUNT NO. G3302052  
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SECAUCUS PD TOWN OF  
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PAGE 2 OF 2

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT	
UPS	506	Q69929		EAST HANOVER NJ	
QUANTITY	PART NO	DESCRIPTION	LIST	NET	AMOUNT
10	0	VTXD609C	119.00	64.26	642.60
3	0	I381	6574.00	3549.96	10,649.88
3	0	FB5Z17B968BA	113.82	86.16	258.48
3	0	FB5Z17B968DA	113.82	86.16	258.48
3	0	FB5Z15200E	294.55	225.48	676.44
3	0	FB5Z15201E	294.55	225.48	676.44
2	0	DP2RB	332.00	179.28	358.56
1	0	ISFW34X	2288.00	1235.52	1,235.52
**** QUOTE ONLY **** DO NOT PAY ****					
WELCOME TO BEYER FLEET QUOTES VALID FOR 30 DAYS. AND SUBJECT TO CHANGE UPON SCHEDULED VENDOR PRICE CHANGE CYCLES.				PARTS	30,035.70
				SUBLET	
				FREIGHT	0.00
				SALES TAX	0.00
CUSTOMER'S SIGNATURE				<b>TOTAL</b>	<b>\$30,035.70</b>
X					

Thank  
You  
for  
Your  
Business!

20% HANDLING CHARGE ON ALL RETURNED ITEMS. NO RETURNS AFTER 10 DAYS.  
NO RETURNS ON ELECTRICAL ITEMS OR SPECIAL ORDERS, OPENED BOXES OR USED PARTS.

1/23/2019

U9091

64047



# BEYER FORD

## Quote

170 Ridgedale Ave.  
Morristown, NJ 07960

To:	From: Brooks Buxton
	Phone/Fax: (973) 463- 3065 / (973) 884-2650
	Vehicle Beyer Fleet
	Pick Up 31 Williams Parkway
	Location East Hanover, NJ 07936

White

### 2019 FORD FUSION (POG) S FWD ESCNJ

### CONTRACT #65MCESCCPS - ESCNJ 17/18-44

Engine: 2.5L iVCT (STD)  
 Transmission: 6-Speed Automatic (STD)  
 50-State Emissions System  
 Transmission w/Driver Selectable Mode  
 Front-Wheel Drive  
 3.07 Axle Ratio  
 500CCA Maintenance-Free Battery  
 Gas-Pressurized Shock Absorbers  
 Front And Rear Anti-Roll Bars  
 Electric Power-Assist Speed-Sensing Steering  
 16.5 Gal. Fuel Tank  
 Single Stainless Steel Exhaust w/ Tailpipe Finisher  
 Strut Front Suspension w/Coil Springs  
 Multi-Link Rear Suspension w/Coil Springs  
 4-Wheel Disc Brakes w/4-Wheel ABS  
 Brake-Actuated Limited Slip Differential  
 Wheels: 16" Sparkle Silver-Painted Aluminum  
 Tires: P215/60R16 BSW All Season  
 Wheels w/Silver Accents  
 Steel Spare Wheel  
 Compact Spare Tire Mounted Inside Under Cargo  
 Clearcoat Paint  
 Body-Colored Front Bumper  
 Body-Colored Rear Bumper  
 Chrome Side Windows Trim  
 Body-Colored Door Handles  
 Body-Colored Power Side Mirrors w/Convex Spotter  
 Fixed Rear Window w/Defroster  
 Light Tinted Glass  
 Speed Sensitive Variable Intermittent Wipers  
 Fully Galvanized Steel Panels  
 Chrome Grille  
 Trunk Rear Cargo Access  
 Halogen Headlamps w/Delay-Off  
 Perimeter/Approach Lights  
 LED Brakelights  
 Radio: AM/FM Stereo/MP3/Single-CD -inc: 4 speakers  
 Wireless Streaming  
 Integrated Roof Antenna  
 SYNC Communications & Entertainment System  
 Outboard Front Lap And Shoulder Safety Belts  
 Back-Up Camera

60-40 Folding Forward Seatback Cloth Rear Seat  
 Manual Tilt/Telescoping Steering Column  
 Gauges -inc: Speedometer, Odometer, Engine Coolant  
 Power Rear Windows  
 Sync Connect Wi-Fi Selective Service Internet Access  
 Proximity Key For Push Button Start Only  
 Power Fuel Flap Locking Type  
 Remote Keyless Entry w/Integrated Key Transmitter,  
 Remote Releases -Inc: Power Cargo Access  
 Cruise Control w/Steering Wheel Controls  
 Manual Air Conditioning  
 HVAC -inc: Underseat Ducts  
 Driver And Passenger Visor Vanity Mirrors  
 Full Floor Console w/Covered Storage  
 Front And Rear Map Lights  
 Fade-To-Off Interior Lighting  
 Full Carpet Floor Covering -inc: Carpet Front Floor Mats  
 Carpet Floor Trim  
 Cargo Space Lights  
 FOB Controls -inc: Trunk/Hatch/Tailgate and Windows  
 Instrument Panel Bin, Driver/Passenger & Rear Door Bins  
 Power 1st Row Windows w/1-Touch Up/Down  
 Delayed Accessory Power  
 Power Door Locks w/Autolock Feature  
 Systems Monitor  
 Trip Computer  
 Analog Display  
 Seats w/Cloth Back Material  
 Perimeter Alarm  
 Securilock Anti-Theft Ignition (pats) Engine Immobilizer  
 ABS And Driveline Traction Control  
 Side Impact Beams  
 Dual Stage Driver/Passenger Seat-Mounted Side Airbags  
 Tire Specific Low Tire Pressure Warning  
 Dual Stage Driver And Passenger Front Airbags  
 Curtain 1st And 2nd Row Airbags  
 Airbag Occupancy Sensor  
 Driver And Passenger Knee Airbag  
 Mykey System  
 Chimes and Beltminder w/Audio Mute  
 Rear Child Safety Locks

Base Price \$ 17,611.37

1/23/2019

### Options for Fusion S

<b>Option Total</b>	<b>\$</b>	<b>-</b>
<b>Budget Total</b>	<b>\$</b>	<b>17,611.37</b>

Date: 1/23/2019

Quote is good for 60 Days

1/15/2019

V9091

64048



# BEYER FORD

## Quote

170 Ridgedale Ave.  
Morristown, NJ 07960

To:	From: Brooks Buxton
	Phone/Fax: (973) 319-7009 / (973) 884-2650
	Vehicle: Beyer Fleet
	Pick Up: 31 Williams Parkway
	Location: East Hanover, NJ 07936

white

2019 Ford EcoSport (P1U) SE 4WD

ESCNJ CO-OP

CONTRACT # 65MCESCCPS

Engine: 2.0L TI-VCT GDI I-4  
 Transmission: 6-Speed Automatic w/SelectShift  
 50-State Emissions System  
 Transmission w/Oil Cooler  
 Automatic Full-Time Four-Wheel Drive  
 TBA Axle Ratio  
 Battery w/Run Down Protection  
 Towing w/Harness  
 GVWR: TBA  
 Gas-Pressurized Shock Absorbers  
 Front And Rear Anti-Roll Bars  
 Electric Power-Assist Speed-Sensing Steering  
 Single Stainless Steel Exhaust  
 Permanent Locking Hubs  
 Strut Front Suspension w/Coil Springs  
 Torsion Beam Rear Suspension w/Coil Springs  
 4-Wheel Disc Brakes w/4-Wheel ABS  
 Wheels: 16" Shadow Silver-Painted Aluminum  
 Tires: P205/80R16 AS BSW  
 Clearcoat Paint  
 Express Open Sliding And Tinting Glass 1st Row  
 Body-Colored Front Bumper w/Black Rub Strip  
 Body-Colored Rear Bumper w/Black Rub Strip  
 Black Bodyside Cladding  
 Black Side Windows Trim  
 Body-Colored Door Handles  
 Body-Colored Power Side Mirrors  
 Fixed Rear Window w/Fixed Interval Wiper  
 Variable Intermittent Wipers  
 Deep Tinted Glass  
 Fully Galvanized Steel Panels  
 Lip Spoiler  
 Metal-Look Grille  
 Conventional Rear Cargo Access  
 Tailgate/Rear Door Lock Included  
 Roof Rack Rails Only  
 Halogen Headlamps w/Delay-Off  
 Front Fog Lamps  
 Cruise Control w/Steering Wheel Controls  
 HVAC -inc: Undersat Ducts  
 Automatic Air Conditioning  
 Illuminated Glove Box  
 Driver Foot Rest  
 Full Cloth Headliner  
 Interior Trim -inc: Metal-Look  
 and Metal-Look Interior Accents  
 Leather/Metal-Look Gear Shift Knob  
 Unique Cloth Heated Bucket Seats  
 Cruise Control w/Steering Wheel Controls  
 HVAC -inc: Undersat Ducts  
 Automatic Air Conditioning

Radio: AM/FM Stereo w/MP3 Capable -inc: 6 speakers  
 Wireless Streaming  
 Integrated Roof Antenna  
 SiriusXM Radio  
 SYNC 3 Communications & Entertainment System  
 Bluetooth Wireless Phone Connectivity  
 2 LCD Monitors In The Front  
 60-40 Folding Split-Bench Tumble Forward Rear Seat  
 Manual Tilt/Telescoping Steering Column  
 Gauges -inc: Speedometer, Odometer, Engine Coolant  
 Power Rear Windows and Fixed 3rd Row Windows  
 Selective Service Internet Access  
 Leather Steering Wheel  
 Proximity Key For Doors And Push Button Start  
 Remote Keyless Entry w/Integrated Key Transmitter  
 Unique Cloth Heated Bucket Seats  
 Day-Night Rearview Mirror  
 Driver And Passenger Visor Vanity Mirrors  
 Full Floor Console w/Covered Storage  
 Full Carpet Floor Covering -inc: Floor Mats  
 Cargo Area Concealed Storage  
 Roll-Up Cargo Cover  
 Tire Inflator & Sealant Kit  
 Cargo Space Lights  
 Delayed Accessory Power  
 Power Door Locks w/Autolock Feature  
 Systems Monitor  
 Trip Computer  
 Outside Temp Gauge  
 Analog Display  
 Seats w/Cloth Back Material  
 Manual Adjustable Rear Head Restraints  
 Front Center Armrest and Rear Center Armrest  
 2 Seatback Storage Pockets  
 Securilock Anti-Theft Ignition (pats) Engine Immobilizer  
 2 12V DC Power Outlets  
 Advancetrac w/Roll Stability Control  
 ABS And Driveline Traction Control  
 Side Impact Beams  
 Dual Stage Driver/Passenger Seat-Mounted Side Airbags  
 Rear Parking Sensors  
 Low Tire Pressure Warning  
 Dual Stage Driver And Passenger Front Airbags  
 Safety Canopy System Curtain 1st And 2nd Row Airbags  
 Airbag Occupancy Sensor  
 Driver/Passenger Knee Airbag & Rear Side-Impact Airbag  
 Mykey System  
 Chimes and Bellminder w/Audio Mute  
 Rear Child Safety Locks  
 Outboard Front Lap And Shoulder Safety Belts  
 Back-Up Camera

Base Price \$ 23,453.70

1/15/2019

**Options for Explorer**

47B	SE Convenience Package Inc- 7 Speakers, 110V/150W AC Power Outlet, SYNC 3 Communications & Entertainment System w/47B, enhanced voice recognition, voice-activated touchscreen navigation system, SiriusXM Traffic & Travel Link, 8" LCD capacitive touchscreen in center stack w/wipe and pinch-to-zoom capability, AppLink, 911 Assist, Apple CarPlay, Android Auto and 2 smart-charging USB ports, Blind Spot Information System (BLIS), cross-traffic alert, Ambient Lighting, SYNC Connect, remote start, lock and unlock for vehicle	\$	1,795.00
96F	Front & Rear Mud Flaps/Splash Guards	\$	200.00
503	Cargo Management Package Inc- Cargo Net, Cargo Organizer	\$	110.00
ESCNJ Option Discount 5%		\$	(105.25)

**Option Total** \$ 1,999.75

**Budget Total** \$ 25,453.45

Date: 1/15/2019

Quote is good for 60 Days

Resolution No. \_\_\_\_\_

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS EXTENDING THE  
CONTRACT FOR A PAYROLL, HUMAN RESOURCE AND TIME AND  
ATTENDANCE SOFTWARE PROGRAM TO ADP, LLC**

**WHEREAS**, the Town of Secaucus has a continuing need for a Payroll, Time and Attendance and Human Resource Assistance Software Program; and

**WHEREAS**, ADP, LLC was awarded a contract for a Payroll, Human Resource and Time and Attendance Software Program on February 27, 2018 per Resolution 2018-72 for three (3) years at a set rate; and

**WHEREAS**, the Town of Secaucus wishes to extend the contract for an additional one (1) year term, Said extension is the first of two (2) one (1) year optional renewals for this contract; and

**WHEREAS**, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-12032-069.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, to award a contract extension to ADP, LLC to provide a Payroll, Human Resource and Time and Attendance Software Program for a one (1) year period for an amount not to exceed Eighty-One Thousand Ninety-five Dollars (\$81,095.00), based upon the number of employees and Town needs; and

**BE IT FURTHER RESOLVED**, that the attached Pricing Proposal and Resolution shall constitute the requisite contract in this matter, and will be kept on file with the Town Clerk; and

**BE IT FURTHER RESOLVED**, that ADP, LLC shall provide any and all updated compliance information requested by the Town of Secaucus' Office of Purchasing, which may include but is not limited to, proof of continued insurance coverage; and

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

Adopted: February 26, 2019

I, Nicholas Goldsack, Chief Financial Officer of the  
Town of Secaucus, do hereby certify that funds are  
available in accordance with the Local Budget Law  
NJSA 40A:9-1, in Account Number:

01 - 2010 - 00 - 12032 - 069  
Amount \$ 81,095.00 Date 2/22/19

Signed: Nicholas Goldsack

Resolution No. 2018-72

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

**A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR  
A PAYROLL, HUMAN RESOURCE AND TIME AND ATTENDANCE SOFTWARE  
PROGRAM TO ADP, LLC**

V1236

**WHEREAS**, the Town of Secaucus has a need to acquire a Payroll, Time and Attendance and Human Resource Assistance Software Program as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44 A-20.5; and

**WHEREAS**, the Town of Secaucus, based upon the recommendation of the Chief Financial Officer, Human Resource Director and Council Committee members, received a Proposal from ADP for a Software Program suitable for the needs to track time and attendance for the employees of the Town of Secaucus; and

**WHEREAS**, ADP, LLC, of One ADP Boulevard, Roseland, New Jersey 07068, submitted Quote 02-2018-50682.3 as attached, which includes an Implementation Fee of Seven Thousand and Twenty-five Dollars (\$7,025.00) and an estimated annual cost of Eighty-one Thousand and Ninety-five Dollars (\$81,095.00), based upon the number of employees and Town needs; and

**WHEREAS**, the Qualified Purchasing Agent of the Town of Secaucus, has determined and certified in writing that the value of the acquisition will exceed \$17,500.00; and

**WHEREAS**, the anticipated initial term of this contract is one (1) year with annual renewal options or three (3) years at a set rate; and

**WHEREAS**, ADP, LLC, of Roseland, New Jersey is in compliance with the State of New Jersey regulations and measures and meets the requirements of the alternate non-fair and open process; and

**WHEREAS**, ADP, LLC, of Roseland, New Jersey has completed and submitted a Business Entity Disclosure Certification which certifies that ADP, LLC has not made any reportable contributions to a political or candidate committee in the Town of Secaucus in the previous one year, and that the contract will prohibit ADP, LLC from making any reportable contributions through the term of the contract; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey that the above statements herein incorporated and a contract shall be awarded to ADP, LLC of Roseland, New Jersey for the Payroll and Human Resource Software Program, with an implementation fee of Seven Thousand and Twenty-five Dollars (\$7,025.00) and an estimated annual cost of Eighty-one Thousand and Ninety-five Dollars (\$81,095.00), based upon the number of employees and Town needs.

**BE IT FURTHER RESOLVED**, the Finance Director certifies the available Funds for the Payroll and Human Resources Program under line item **01-2010-00-12032-069**.

**BE IT FURTHER RESOLVED**, that the Mayor and/or the Town Administrator and/or his designee are hereby authorized to execute any other documents or take any other necessary action to effectuate the spirit and intent of this Resolution.

Adopted: February 27, 2018

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 February 27, 2018

*Michael Marra*

Town Clerk

*[Signature]*  
Mayor

Motion:	Yes	No	Abstain	Absent
MD				
Second: WM				
Councilman Costantino	✓			
Councilman McKeever	✓			
Councilman Ciancy	✓			
Councilman Debnert	✓			
Councilman Gerbasio	✓			
Councilwoman Tringali	✓			
Mayor Gonnelli	✓			

I, Nicholas Goldsack, Chief Financial Officer of the Town of Secaucus, do hereby certify that funds are available in accordance with the Local Budget Law N.J.S.A. 40A:4-1, in Account Number:

01 - 2010 - 00 - 12032 - 069  
 Amount \$ 98,115.00 Date 2/27/18  
 Signed *[Signature]* Nicholas Goldsack





**Investment Summary**  
Quote Number  
02-2018-50682.3



**Company Information**

Town of Secaucus  
Municipal Government Center  
Secaucus, NJ 07094  
United States

**Executive Contact**

Nicholas Goldsack  
Finance Director  
[ngoldsack@secaucus.net](mailto:ngoldsack@secaucus.net)  
(201) 864-2124 x{3033}



**500**  
Total  
Employees



**\$7,025.00**  
Implementation  
Costs



**\$81,095.00**  
Total Annual  
Investment



**(\$12,080.00)**  
Total Annual Savings during  
probationary period; See  
Terms

**Expiration**  
3/18/2018

**ADP Sales Associate**

Rich Fasman  
MAS UM DM  
[richard.fasman@adp.com](mailto:richard.fasman@adp.com)  
(973) 739-3931



**Sales Order**  
 Quote Number  
 02-2018-50682.3



**Company Information**

Town of Secaucus  
 Municipal Government Center  
 Secaucus, NJ 07094  
 United States

**Executive Contact**

Nicholas Goldsack  
 Finance Director  
[ngoldsack@secaucus.net](mailto:ngoldsack@secaucus.net)  
 (201) 864-2124 x3033

**Processing Fees and Considerations**  
 Number of Employees: 500 on Town of Secaucus

Per Processing	Count	Min	Base	Rate	Bi-Weekly	Annual
Workforce Now Payroll Solutions • Essential Plus Payroll • Enhanced HR • Benefits Administration • Essential Time Employment and Income Verification • Employment Verification	500	-	\$95.00	\$4.95	\$2,570.00	\$66,820.00

Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
Workforce Now HCM Solutions • Document Cloud	500	-	-	\$0.60	\$300.00	\$3,600.00
InTouch Bar-Code Time Clock Subscription	6	-	-	\$87.50	\$525.00	\$6,300.00
InTouch Biometric Finger Scan Subscription	6	-	-	\$12.50	\$75.00	\$900.00
Additional Jurisdiction (if applicable)	2+			\$8.95/month		
International Employees Rate (if applicable)				\$3.00/month		

Annual Processing	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	500	-	-	\$8.95	\$3,475.00

Total Annual Investment	Total Annual
Workforce Now Services	<u>\$81,095.00</u>

Other Considerations	Count	Rate	Setup
Hardware and Other Fees • Implementation for Application Program Interface	1	\$0.00	\$0.00

Other Considerations	Setup
Implementation • Implementation for Workforce Now Payroll Solutions • Implementation for Workforce Now HCM Solutions	\$4,350.00 \$250.00



**Sales Order**  
 Quote Number:  
 02-2018-50682.3



**Company Information**

Town of Secaucus  
 Municipal Government Center  
 Secaucus, NJ 07094  
 United States

**Executive Contact**

Nicholas Goldsack  
 Finance Director  
[ngoldsack@secaucus.net](mailto:ngoldsack@secaucus.net)  
 (201) 864-2124 x(3033)



**Other Considerations  
 Implementation**

- Pay Check History Conversion: Includes up to 4 years from a single vendor

Setup

\$2,600.00



**Total Other Considerations**

Total Setup

Implementation and Setup

\$20,825.00

Implementation Discount Value

( \$13,800.00 )

Estimated Total Net Implementation

\$7,025.00



**Sales Order**  
Quote Number  
02-2018-50682.3



**Company Information**

Town of Secaucus  
Municipal Government Center  
Secaucus, NJ 07094  
United States

**Executive Contact**

Nicholas Goldsack  
Finance Director  
[ngoldsack@secaucus.net](mailto:ngoldsack@secaucus.net)  
(201) 864-2124 x(3033)

**Important Project and Billing Information**

**Product**

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Billing for all modules bundled under HCM Solutions will begin on the date the ADP Product or Service is available for use by the client in a production environment. The billing count is based on all unique lives in the database paid in the previous calendar month. Any non-terminated employees based outside the United States will be billed separately as International Employees.

**Promotion**

Promotion will be applied to months 7 and 8 from each product / control's start date (also referred to as the Promotional Period). Actual promotional value may vary based on: start date, actual number of processings, & employees paid during the promotional months.

**Other**

Start Date: Payroll:7/9/2018 | HCM:7/9/2018 | Time:7/9/2018

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from Invoice date.

Expiration Date: 3/18/2018

<b>Summary</b>			
Estimated Annual Net Investment:	\$81,095.00	Total Net Implementation:	\$7,025.00
Estimated Annual Net investment during promotional period:	\$89,015.00		

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices,



**Sales Order**  
 Quote Number  
 02-2018-50682.3



**Company Information**

Town of Secaucus  
 Municipal Government Center  
 Secaucus, NJ 07094  
 United States

**Executive Contact**

Nicholas Goldsack  
 Finance Director  
[ngoldsack@secaucus.net](mailto:ngoldsack@secaucus.net)  
 (201) 864-2124 x(3033)

ADP, LLC

Client: Town of Secaucus

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**TOWN OF SECAUCUS**

**COUNTY OF HUDSON**

**RESOLUTION**

**Transfer of Appropriation Reserves**

BE IT RESOLVED by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that the Chief Financial Official be and is hereby authorized to make the following transfers in accordance with N.J.S.A 40a:4-58, two thirds of the full membership of the Town Council concurring:

**Transfer To:**

Engineering O/E	90,000.00
Zoning Costs O/E	200.00
Board of Adj. O/E	2,600.00
Construction O/E	20,000.00
Treasurer's O/E	10,000.00
Tax Litigation O/E	12,000.00
Fire Inspector O/E	150.03
Road Repairs & Maint. O/E	95,000.00
Recreational (51817)	5,800.00
Ice Rink (51837)	<u>400.00</u>
	<u>236,150.03</u>

**Transfer From:**

Group Ins. Employees O/E	70,000.00
Other Insurance O/E	150,000.00
Solid Waste Mgt. Recycling S/W	12,000.00
Board of Health S/W	<u>4,150.03</u>
	<u>236,150.03</u>

Resolution No. \_\_\_\_\_

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS  
AUTHORIZING AN APPOINTMENT AWARD  
OF PROFESSIONAL SERVICES CONTRACTS**

**WHEREAS**, the Mayor and Council of the Town of Secaucus received responses to its Fair and Open Solicitation Process for Professional and other services on January 16, 2019; and

**WHEREAS**, after review and discussion of such responses that the Mayor and the Town Council has determined to whom contracts should be awarded.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the Town of Secaucus, County of Hudson, in the State of New Jersey, that contracts for Professional and other services be awarded as set forth below subject to approval of funds in the 2019 Municipal Budget.

**BE IT FURTHER RESOLVED**, that the Mayor and Town Clerk shall be authorized to execute contracts for Professional and other services as follows:

1. **Professional Services 1A.1 – Special General Counsel:**  
Chasan Lamparello Mallon & Cappuzzo, PC – \$175.00 hourly rate for attorneys and other professionals pursuant to the rate schedule in their proposal.  
Florio Kenny Raval, LLP – \$175.00 hourly rate for attorneys and other professionals pursuant to the rate schedule in their proposal.

Professional services for this award shall not, in the aggregate, exceed \$150,000.00

2. **Professional Services 1A.2 – Special Attorney, Litigation:**  
Florio Kenny Raval, LLP – \$175.00 hourly rate for attorneys and other professionals pursuant to the rate schedule in their proposal.  
Chasan Lamparello Mallon & Cappuzzo, PC – \$175.00 hourly rate for attorneys and other professionals pursuant to the rate schedule in their proposal.

Professional services for this award shall not, in the aggregate, exceed \$50,000.00.

3. **Professional Services 1A.3 – Town Auditor:** Bowman & Company LLP pursuant to the rate schedule in their proposal in an amount not to exceed \$80,000.00.

4. **Professional Services 1A.4 – Tax Appeal Attorney:**  
Weiner Law Group LLP – \$175.00 hourly rate for attorneys pursuant to the rate schedule in their proposal.  
Florio Kenny Raval, LLP – \$175.00 hourly rate for attorneys pursuant to the rate schedule in their proposal.  
Chasan Lamparello Mallon & Cappuzzo, PC – \$175.00 hourly rate for attorneys and other professionals pursuant to the rate schedule.

Professional services for this award shall not, in the aggregate, exceed \$175,000.00.

5. **Professional Services 1A.5 – Labor Attorney:**  
David J. Heintjes, Esq. – \$175.00 hourly rate.  
Florio Kenny Raval, LLP – \$175.00 hourly rate for attorneys.  
  
Professional services for this award shall not, in the aggregate, exceed \$100,000.00.
6. **Professional Services 1A.6 – Consulting Engineer:**  
Boswell Engineering – see schedule of Billable Hourly Rates in their proposal.  
Remington & Vernick Engineers – see schedule of Billable Hourly Rates in their proposal.  
Neglia Engineering Associates – see schedule of Billable Hourly Rates in their proposal.  
  
Professional services for this award shall not, in the aggregate, exceed \$325,000.00.
7. **Professional Services 1A.7 – Town Surveyor:**  
Faraldi Group, Inc. – see schedule of Billable Rates in their proposal.  
Neglia Engineering Associates – see schedule of Billable Rates in their proposal.  
Boswell Engineering – see schedule of Billable Hourly Rates in their proposal.  
  
Professional services for this award shall not, in the aggregate, exceed \$35,000.00.
8. **Professional Services 1A.8 – Bond Counsel:**  
Rogut McCarthy LLC – see schedule of Billable Rates in their proposal in an amount not to exceed \$50,000.00.
9. **Professional Services 1A.9 – Special Bond Counsel:**  
McManimon, Scotland & Baumann, LLC – see schedule of Billable Rates in their proposal in an amount not to exceed \$20,000.00.
10. **Professional Services 1A.10 – Special Counsel: Federal Regulatory Specialist:**  
Krivit & Krivit, P.C. – \$175.00 hourly rate in an amount not to exceed \$50,000.00.
11. **Professional Services 1A.12 – Alcoholic Beverage Control Board Counsel:**  
David J. Heintjes, Esq. – \$150.00 hourly rate in an amount not to exceed \$7,500.00.
12. **Professional Services 1A.13 – Public Relations Specialist/Local and State Grant Writer:**  
Millennium Strategies LLC – \$3,000.00 per month in an amount not to exceed \$36,000.00.
13. **Professional Services 1A.14 – Municipal Prosecutor:**  
Michael Bukatman, Esq. – \$385.00 per court session in an amount not to exceed \$85,000.00.
14. **Professional Services 1A.16 – Planning Board Attorney:**  
Florio Perrucci Steinhardt & Fader LLC – \$175.00 blended hourly rate in an amount not to exceed \$5,000.00.
15. **Professional Services 1A.17 – Zoning Board of Adjustment Attorney:**  
Florio Kenny Raval, LLP – \$175.00 hourly rate in an amount not to exceed \$7,500.00.
16. **Professional Services 1A.18 – Municipal Public Defender:**  
Thomas Koehl, Esq. – \$325.00 per court session in an amount not to exceed \$55,000.00.



17. Professional Services **1A.19 – Substitute Municipal Public Defender:**  
Appello Law Firm, LLC – \$250.00 per court session in an amount not to exceed \$5,000.00.
18. Professional Services **1A.20 – Town Architect:**  
Clarke Caton Hintz – see schedule of Billable Rates in their proposal.  
DMR Architects - see schedule of Billable Rates in their proposal.  
  
Professional services for this award shall not, in the aggregate, exceed \$200,000.00.
19. Professional Services **1A.21 – Planner:**  
Clarke Caton Hintz – see schedule of Billable Rates in their proposal.  
  
Professional services for this award shall not, in the aggregate, exceed \$25,000.00.
20. Professional Services **1A.22 – Town Veterinarian:**  
Animal Hospital Laser Surgery Center of Secaucus – see schedule of Rates in their proposal.  
  
Professional services for this award shall not, in the aggregate, exceed \$50,000.00.
21. Professional Services **1A.23 – Bid Specifications Writer:**  
Chasan Lamparello Mallon & Cappuzzo, PC – \$175.00 hourly rate for attorneys pursuant to the rate schedule in their proposal, in an amount not to exceed \$20,000.00.
22. Professional Services **1A.24 – Environmental Consultant:**  
Ellas Environmental, LLC – see schedule of Billable Rates in their proposal in an amount not to exceed \$100,000.00.

That the Town Clerk shall publish the above awards in the office and in the newspaper of the Town, The Jersey Journal, no later than twenty (20) days from the date of this Resolution.

Adopted: February 26, 2019

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 February 26, 2019.

---

Town Clerk

Mayor

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