

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - SEPTEMBER 24, 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 PUBLIC HEARING

Ordinance No. 2019-35: An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (Elimination of a handicapped parking spot on Ninth Street and addition of handicapped parking spots on Weigands Lane and Third Street)

ORDINANCES FOR INTRODUCTION

Ordinance No. 2019-37: An ordinance amending Chapter 127-58B of the Code of the Town of Secaucus entitled "Designation of Locations at or Near Private Residences" (Addition of a handicapped parking spot on Grace Avenue)

RESOLUTIONS (CONSENT AGENDA)

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

PAYMENT OF CLAIMS

BINGO/RAFFLE APPLICATIONS

1) Application for an Off-Premise Draw Raffle to be held on December 15, 2019, sponsored by Unico National-Secaucus

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

1) Letter stating that Robert Zemak was removed from the Secaucus Fire Department after a majority vote, effective September 11, 2019.

2) Request by Jim Pilla of USSA NJ/ABL Sports to use the Humboldt Street Basketball Courts on Mondays to Thursdays from September 23 to December 19 on Mondays through Thursdays from 9pm to 10:30 pm for a Men's Basketball League

3) Request by Marcos Flores of Grappling Industries to use the Secaucus Recreation Center on December 14 and 15, 2019 and February 8 and 9, 2020, for a Martial Arts Tournament

4) Request by Steve Zambrano of the Knights of Columbus to use Kane Stadium on September 28 from 2pm to 7pm for a Soccer Challenge

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

Town of Secaucus

CONSENT AGENDA – 9/24/19

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 execution of Agreement for the Sale of State Property between the Town of Secaucus and the State of New Jersey for the purchase of the real property located at 40 Mill Ridge Road, Secaucus New Jersey (Block 225, Lot 10)
- 2) Resolution approving Tax Overpayment Refunds for nine (9) Secaucus properties
- 3) A resolution on behalf of the Town of Secaucus authorizing the award of a Professional Services Contract for Consulting Engineer to Boswell Engineering for the 2019 Road Program 9th Street, at a fee not to exceed \$49,000.00
- 4) A resolution on behalf of the Town of Secaucus authorizing the award of a Professional Services Contract for Consulting Engineer to Boswell Engineering for the 2018 CDBG 1st Street Roadway Reconstruction Project, at a fee not to exceed \$29,000.00
- 5) Resolution appointing Samba Diallo, Lizeth Herrera, Samantha Maldonado-Delello, Amanda McCarthy and Carmen Palacio as Regular Part-Time Counselors for the 2019/2020 school year in the Before and After Care Programs, pending the successful completion of background checks and physical examinations, each at the hourly rate of \$10.00
- 6) Resolution appointing Kristen Ambrosio and Jeannette Gonzalez-Sanchez as Regular Relief Crossing Guards in the Traffic Department for the 2019/2020 school year, pending the successful completion of background checks and physical examinations, each at the hourly rate of \$20.00
- 7) Resolution appointing Assistant Managers, Head Maintenance Personnel, Maintenance Personnel and Custodians to the Secaucus Ice Rink, with a start date of September 27, 2019
- 8) Resolution authorizing the Department of Recreation to apply for the funds from the New Jersey Department of Community Affairs under the FY2020 Recreational Opportunities for Individuals with Disabilities (ROID) Grant Program
- 9) Resolution of the Town of Secaucus, County of Hudson, New Jersey, authorizing the redevelopment and loan agreement concerning the Downtown Façade Rehabilitation Program the commercial properties located at Block 136, Lot 10 on the Tax Map of the Town of Secaucus
- 10) Resolution appointing Harshil Patel as a Seasonal Part-Time Intern in the Secaucus Police Department, effective September 23, 2019, at an hourly rate of \$10.00

- 11) A resolution on behalf of the Town of Secaucus to reject the bids submitted for Meadowlands Parkway Rehabilitation Project
- 12) Resolution appointing Melissa Mason to the vacant Regular Part-Time Counselor position in the EPOS Program, effective as follows: rehire #2976 (9/16/2019), at the hourly rate of \$10.00
- 13) Resolution to approve Street Opening Permit for sewer repair work at 843 Roosevelt Avenue
- 14) A resolution on behalf of the Town of Secaucus awarding the Collection Services Contract to Penn Credit Corporation
- 15) A resolution on behalf of the Town of Secaucus authorizing the sale of abandoned vehicles by the Secaucus Police Department on an online auction website, www.govdeals.com
- 16) Resolution authorizing the insertion of a Special Item of Revenue and an appropriation of equal amount (2019 County of Hudson Open Space and Trust Fund Grant-Acquisition of Farm Road and Oak Lane in the amount of \$18,038.00)

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2019-35

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 deleting the following location:

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Ninth Street	East	On the east side of Ninth Street, beginning at a point 220 feet north of the northeast corner of Ninth Street and Mansfield Avenue continuing north for a distance of 22 feet directly in front of 672 Ninth Street

SECTION 2

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 location:

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Weigands Lane	South	On the south side of Weigands Lane, beginning at a point 117 feet east of the southeast corner of County Avenue and Weigands Lane continuing east for a distance of 20 feet in front of 189 Weigands Lane

Third Street

West

On the west side of Third Street, beginning at a point 357 feet north of the northwest corner of Pandolfi Avenue and Third Street continuing north for a distance of 18 feet in front of 707 Third Street

That the parking space designated for 189 Weigands Lane adopted by Ordinance is to be personalized for Placard No. P1751152..

That the parking space designated for 707 Third Street adopted by Ordinance is to be personalized for Placard No. P2102271.

If the license plate for the persons utilizing the parking space at the above listed address changes, then the parking space designation shall be changed to the new plate with proof from the resident that it is for the same person that the person is still entitled to handicapped parking.

SECTION 3

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 4

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 5

EFFECTIVE DATE

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

AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY

ORDINANCE NO. 2019-37

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 location:

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>LOCATION</u>
Grace Avenue	North	On the north side of Grace Avenue beginning at a point 49 feet east of the northeast corner of Centre Avenue and First Street continuing east for a distance of 18 feet directly in front of 172 Centre Avenue

That the parking space designated for 248 Grace Avenue adopted by Ordinance is to be personalized for Placard No. P2162848.

If the license plate for the person utilizing the parking Space at the above listed address changes, then the parking space designation shall be changed to the new plate with proof from the resident that it is for the same person that the person is still entitled to handicapped parking.

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.

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of an ordinance introduced and passed on first reading on September 24, 2019 and finally adopted by the Mayor and Council on October 22, 2019.

Town Clerk Mayor

Introduction 9-24-19

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

Adoption 10-22-19

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**

**RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT FOR THE SALE
OF STATE PROPERTY BETWEEN THE TOWN OF SECAUCUS AND THE STATE OF
NEW JERSEY FOR THE PURCHASE OF THE REAL PROPERTY LOCATED AT 40
MILL RIDGE ROAD, SECAUCUS, NEW JERSEY (Block 225, lot 10)**

WHEREAS, the Town of Secaucus, County of Hudson entered into a Lease with the State of New Jersey dated August 3, 2016, to lease the real property located at 40 Mill Ridge Road, Secaucus, New Jersey (Block 225, Lot 10) ("The Property"), which lease remains in effect; and

WHEREAS, the building is currently being used by the Secaucus Board of Education as a school for pre-k students and the Town would like to ensure the Board of Education can continue to use the building for these purposes into the future; and

WHEREAS, The Town would like to purchase the Property from the State of New Jersey and the State has consented to the sale of the Property to the Town; and

WHEREAS, the Property has been offered for sale to the Town pursuant to N.J.S.A. 52:31-1.1 et. seq.; and

WHEREAS, the Town had an independent appraisal of the property performed by McNerney & Associates, Inc., 266 Harristown Road, Glen Rock, New Jersey, dated May 26, 2016, and the property was deemed to have a fair market value of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00); and

WHEREAS, the State of New Jersey has agreed to sell the property to the Town for One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00); and

WHEREAS, the State and the Town, in accordance with the provisions of N.J.S.A. 52:31-1.1 et. seq. wish to confirm their Agreement to sell, convey, purchase and accept the Property according to the terms and conditions of the attached Agreement For The Sale Of State Property; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, that the Town is authorized to purchase the real property located at 40 Mill Ridge Road, Secaucus, New Jersey (Block 225, Lot 10) for the purchase price of One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00).

BE IT FURTHER RESOLVED, that the Mayor or Town Administrator is authorized to execute the Agreement For The Sale Of State Property and execute any other documents or take any action to complete the purchase of the Property.

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 September 24, 2019.

Town Clerk

Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilwoman Pirro				
Councilman Dehnert				
Councilman Gerbasio				
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:

10-2152-55-70608-002
 Amount \$ 1,800.00 Date 9/29/19
 Signed: Nicholas Goldsack

10-2152-55-70608-002

AGREEMENT FOR THE SALE OF STATE PROPERTY
RPR 18-15

THIS AGREEMENT, (the "Agreement") made this _____ day of _____, 2019, (the "Effective Date") between the STATE OF NEW JERSEY (the "State") acting by and through the Department of Treasury, Division of Property Management and Construction, having its office at 33 West State Street, 9th Floor, P.O. Box 229, Trenton, New Jersey 08625-0229, and the Town of Secaucus (the "Purchaser"), having its office 1203 Paterson Plank Road, Secaucus, New Jersey 07094.

WITNESSETH:

WHEREAS, the State is the owner of the property located at 40 Mill Ridge Road, Secaucus, New Jersey (the "Property") in the Town of Secaucus, Hudson County, New Jersey which consists of approximately 3.36 +/- acres of land and improvements situated on Block 225, Lot 10; and

WHEREAS, the Property has been offered for sale pursuant to the provisions of N.J.S.A. 52:31-1.1 et seq.; and

WHEREAS, the State did declare the Property and all other improvements thereon, to be surplus to the needs of the State; and

WHEREAS, the sale and conveyance of the Property was approved and authorized by the State's State House Commission on May 9, 2019 ; and

WHEREAS, in accordance with the provisions of N.J.S.A. 52:31-1.1 et seq., the State and the Purchaser hereby wish to confirm their agreement to sell, convey, purchase and accept the Property according to the terms and conditions as more fully set forth below.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follow:

1. **Agreement to Sell.** The State shall sell and convey to the Purchaser and the Purchaser shall buy and accept from the State, all of the Property. As the Purchase Price is in excess of five hundred thousand dollars (\$500,000), this transaction shall be expressly subject to and contingent upon the enactment of authorizing legislation as more fully described in Section 25 hereof.

2. **Purchase Price.** The Purchaser shall pay the State, as and for the purchase price for the Property, the sum of ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000.00) (the "Purchase Price") in the following manner:

A. The sum of the Purchase Price in the amount of ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000.00) shall be paid at the Closing (as hereinafter defined) by certified check or bank check of a duly accredited financial institution payable to "Treasurer, State of New Jersey" subject to the adjustments to the Purchase Price, if any, as set forth in Section 3B hereof.

B. The Purchaser acknowledges that other than the requirements set forth in this Agreement, this transaction is not contingent upon or subject to the Purchaser taking any action including obtaining financing to consummate this transaction.

3. The Closing. The consummation of the transaction contemplated by this Agreement (the "Closing") shall take place at the offices of the State on or before the earlier of (i) October 30, 2019, (the "Closing Date") or (ii) ninety (90) days after legislative approval is received. Notwithstanding the foregoing, in the event legislative approval is not attained by October 30, 2020 then the State shall have the option, at its sole discretion, to either extend the Closing Date in increments of time necessary to carry through to the next legislative session, or it may cancel this Agreement, in which event this Agreement shall become null and void and neither party shall have any recourse against the other.

The following shall take place at the Closing:

A. The State shall execute and deliver to the Purchaser a Bargain and Sale Deed without covenants (the "Deed") for the Property, such Deed to be made subject to the title matters as to which conveyance is to be accepted by the Purchaser hereunder.

B. The Purchaser shall pay to the State the Purchase Price subject to any applicable adjustments as of the Closing Date for rental income, real estate taxes, utilities including but not limited to oil, gas, water, sewer and electric charges. The Purchaser will pay for all recording fees and realty transfer taxes incidental to the conveyance of title.

C. The parties shall execute and deliver to each other a closing statement affidavit of consideration, Seller's residency certificate/exemption form and any other instruments required to be delivered under any provisions of this Agreement, or reasonably requested by the attorney for either party or the Title Company in connection with this transaction.

4. Condition of Title.

A. Title to the Property shall be good and marketable, insurable at regular rates. Notwithstanding the foregoing, the Purchaser expressly acknowledges that the Property is being sold and conveyed "as is" and the Purchaser agrees to purchase and accept the Property subject to the following which shall not be deemed to be title defects rendering title to the Property unmarketable but instead shall constitute permitted exceptions:

- i. Zoning ordinances and other applicable governmental regulations and requirements;
- ii. Rights of the public and adjoining owners in highways, streets, roads and lanes bounding or running through or adjacent to the Property;
- iii. Retaining walls and other walls, bushes, trees, hedges, fences and the like extending from or onto the Property;
- iv. Any portion of the Property lying in the bed of any public street;
- v. Rights and easements relating to the operation, and maintenance of utility lines, wires, cables, pipes, poles, distribution boxes and other such equipment in, on, through, over, or under the Property;

- vi. All notices of violation of law or municipal ordinances, orders or requirements now or prior to the Closing issued by any governmental department, agency or regulatory authority;
- vii. Liens for unpaid but not past due taxes, assessments, water charges and sewer rents;
- viii. Such liens, easements, restrictions, conditions or other encumbrances known to the State as of the Effective Date.
- ix. Rights of all tenants or other occupants at the Property;
- x. Standard conditions and exceptions to title insurance contained in the currently effective ALTA Owner's Standard Form B Title Insurance Policy; and
- xi. Such state of facts which a survey and/or physical inspection of the Property disclosed at or prior to the sale or may be disclosed prior to or at the Closing.

B. The Purchaser shall have the right, at its sole cost and expense, to have the title to the Property examined by a reputable title company authorized to do business in the State of New Jersey within forty-five (45) days of the "Effective Date." The Purchaser shall deliver a copy of the report of title within five (5) days of Purchaser's receipt of such document to the State's attorney but in no event later than the above forty-five (45) day period, together with written notice of any encumbrance, interest, or exception of title disclosed by the title report that would render title unmarketable pursuant to Section 4A hereof. Purchaser's failure to obtain a title report or its failure to set forth in its notice to Seller any title question relating to the marketability of the Property, shall be deemed a waiver of each such title question or possible claim. If such marketable, insurable title cannot be conveyed by the State, the Purchaser shall have the option of taking such title as the State can convey without any abatement in the Purchase Price or declaring this Agreement null and void, without any further obligation on behalf of either party.

5. **Survey.** The Purchaser, at its sole cost and expense shall obtain a survey of the Property together with a metes and bounds description. The Purchaser shall provide the State with a copy of the survey and metes and bounds description by no later than forty-five (45) days of the "Effective Date."

6. **Possession.** The State shall deliver possession of the Property to the Purchaser at Closing in the state of condition that it existed as of the date of this Agreement.

7. **Representations and Warranties Limited.**

A. The Purchaser agrees that the Purchaser is not relying on any representation or warranty of the State or any agent, employee, representative, director or officer of the State, and that the Purchaser is buying and accepting the Property "as-is" subject to all faults and without any expressed or implied warranties of any kind, including, but not limited to (i) materials, workmanship, good and workmanlike construction, design, condition, habitability, (ii) fitness for a particular purpose, (iii) merchantability, (iv) environmental condition of the Property, (v) absence of hazardous substances or present or past existence of underground storage tanks, (vi) geological conditions, (vii) existence of wetlands, stream (surface or underground) body of water, flood prone area, flood plain, flood way or special flood hazard including without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or future

earthquakes (vii) soil conditions including the existence of instability, past soil repairs, soil additions or conditions of soil fill or susceptibility to landslides or the sufficiency of the undershoring, (viii) availability of any utilities to the Property or any portion thereof, (ix) zoning to which the Property or any portion thereof may be subject, (x) usages of adjoining Property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to or physical or financial condition of the Property or any portion thereof or any income, expenses, charges, liens, encumbrances, rights or claims affecting or pertaining to the Property or any part thereof, (xiii) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building or fire or zoning ordinances, codes or other similar laws, (xiv) the presence or absence of natural resource damages, (x) the existence or non-existence of any other matter or condition affecting the stability or integrity of the Property, (xvi) the potential for further development of the Property, (xvii) the existence of vested land use, zoning or building entitlements of the Property or (xviii) tax consequences.

B. Upon expiration of the Due Diligence Period as set forth in Section 9 *infra*, the Purchaser declares that it has been provided ample opportunity to examine and investigate the character and quality of the Property and the documentation provided by the State relating to the Property and the condition thereof as set forth in Section 7A hereof and that the Purchaser has determined (i) that the physical condition of the Property, whether known or unknown, disclosed or undisclosed, is acceptable to the Purchaser, and (ii) that the existence of hazardous substances or environmental conditions at, under or on the Property, whether known or unknown, disclosed or undisclosed, are acceptable to the Purchaser. The Purchaser agrees to indemnify and hold the Releasees harmless from and against all claims of responsibility and liability regarding the condition or utility of the Property. The "Releasees" shall mean the State and the State's officers, employees, agents, representatives, successors and assigns. In this regard, the Purchaser further acknowledges that any and all information of any type with respect to the Property which the Purchaser has received or may receive from the State or any of its employees or agents, was furnished by the State on the express condition that (i) the Purchaser make an independent verification of the accuracy of any and all such information, and (ii) all such information was being furnished without any warranty whatsoever. The Purchaser shall not assert any liability against the State or its agents, employees for furnishing such information or the failing to assert any information related to or in connection with the Property or the condition thereof. Upon Closing, the Purchaser shall also assume the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on, under or at the Property. It is expressly understood and agreed to by the Purchaser that the State shall not be obligated to make any alterations, repairs or improvements to the Property. It is further expressly understood and agreed that the State has no duty and shall have no duty to disclose any condition affecting the Property, whether such condition is apparent or latent, or known to the Purchaser or the State.

C. Upon Closing, the Purchaser shall also assume the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on, under or at the Property. It is expressly understood and agreed to by the Purchaser that the State shall not be obligated to make any alterations, repairs or improvements to the Property.

D. The provisions of this Section 7 shall survive the Closing.

8. Condition of Property. The sale of the Property shall not require the State to (i) make or pay for any repair, replacement, reconstruction or renovation of any improvement or condition situated on or existing at the Property, (ii) demolish, remove or dispose of any

improvement or condition existing at the Property; or (iii) to abate any hazardous substances or remediate any environmental conditions existing at the Property.

9.0 **Right of Entry.** The State agrees to permit the Purchaser and its agents and consultants a non-exclusive right to enter the Property on and after the Effective Date, upon reasonable notice, for the purpose of conducting pre-closing inspections and performing environmental due diligence testing of the Property (the "Permitted Activities"), at the sole cost and expense of the Purchaser, but subject to the terms and conditions set for the in this Section 9.

9.1 All Permitted Activities conducted by or on behalf of the Purchaser shall comply with all laws, statutes, regulations, ordinances, codes and other requirements of governmental authorities applicable thereto, including, but not limited to, all federal and state environmental statutes and regulations regarding pollutants, contaminants, solid waste and hazardous waste, materials and/or substances.

9.2 The Purchaser shall coordinate the performance of all Permitted Activities so as not to materially and adversely affect any activities or operations being conducted on the Property by the State, any tenants of the State, or their respective employees, agents or invitees.

9.3 The Purchaser shall not create or suffer the creation or attachment of any construction, mechanics' or other liens and encumbrances on the Property as the result of the performance of any Permitted Activities by or on behalf of the Purchaser. In the event that any such lien or encumbrance shall attach to the Property before the Closing Date, the Purchaser shall cause the lien or encumbrance to be discharged at its sole cost and expense. This obligation shall survive closing.

9.4 Prior to entry upon the Property and commencement of any Permitted Activities, the Purchaser shall provide proof reasonably satisfactory to the State that all Permitted Activities performed or to be performed by or on behalf of the Purchaser are protected against claims for personal injury (including death) and property damage under one or more policies of public liability insurance having a combined single limit of not less than \$1.0 million dollars per claim and in the aggregate, and under which the State is named as an additional insured. Any such policy (ies) shall be on an occurrence basis and not a claims made basis, and shall be issued by an insurance company licensed to do business in the State of New Jersey. In addition, Purchaser hereby agrees to indemnify and hold the State harmless against any claims and/or costs arising out of or in connection with Purchaser's activities under this Section.

9.5 Any test results or reports issued in connection with the Permitted Activities shall be provided to the State by Purchaser at no cost to the State.

9.6 Purchaser may cancel contract on or before the conclusion of the Due Diligence Period by providing written notice that it is not satisfied with the results of the environmental testing. Any extension of the Due Diligence period will be at the sole discretion of the State.

10. **Environmental Conditions.**

A. Any required or desired further investigation, delineation, abatement of hazardous substances and remediation of environmental conditions at the Property shall be

performed by the Purchaser post-Closing at its sole cost and expense in compliance with, as applicable, all federal, state or local laws, statutes, ordinances, regulations and/or the like including, without limitation (to the extent applicable): the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. section 2601 et seq.), the Clean Water Act (33 U.S.C. section 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. section 300f et seq.), the Federal Clean Air Act (42 U.S.C. section 7401 et seq.), the Industrial

Site Recovery Act (N.J.S.A. 13:1K-6 et seq.), the Underground Storage of Hazardous Substances Act (N.J.S.A. 58:10A-21 et seq.), the Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.), and the Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.). The term "hazardous substances" shall mean any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant as defined in the above federal, state or local laws, statutes, ordinances, regulations.

B. The delivery of the Deed pursuant to this Agreement shall be deemed to be full performance of the State's obligations to abate hazardous substances or remediate environmental conditions at, under or on the Property. The delivery of the Deed by the State to the Purchaser shall further be deemed to be a complete, unqualified, irrevocable release by the Purchaser of the Releasees, for all time, matters and purposes whatsoever from any responsibility or liability to the Purchaser regarding any and all hazardous substances or environmental conditions that exist at, under or on the Property or arising from offsite activities of any one or more Releasees or any third party, or the condition migrated from or onto said Property and regardless of whether the claim or cause of action is hereafter created under common law or federal, state, county or municipal statute, ordinance or regulation including without limitation those statutes, ordinances and regulations relating to hazardous substances and/or wastes and the use, generation, handling storage, disposal and/or remediation thereof, the closure or transfer of ownership of businesses or real property, flood plains, stream encroachment, wetlands and natural resource damages. Said release by the Purchaser of claims, matters or things enumerated herein, including those matters or claims of which the Purchaser is not aware shall apply to such claims, causes, matters, transactions, incidents, acts, omissions or things thereof, resulting from anything which has happened up to the Closing. The foregoing provisions shall survive the Closing and shall be incorporated into the Deed as a binding covenant from the Purchaser to the Releasees.

C. The covenants made by the Purchaser in this Section 10 are a material part of the consideration for the sale and conveyance of the Property. The Purchaser acknowledges that the State, in executing the sale and conveyance of the Property, relies upon these covenants by the Purchaser to abate any hazardous materials, remediate environmental conditions and release the State from claims. The provisions of this Section 10 shall survive the Closing.

11. **Assessments.** Special assessments for improvements, if any, shall be assumed by the Purchaser. There shall not be any allowance on account of the Purchase Price if there is any assessment for improvement regardless of whether such improvements have been completed on or before the date hereof or the Closing Date.

12. **Risk of Loss.** The risk of loss or damage to the Property or any improvements situated on the Property shall be assumed the State until the Closing Date at which point the risk of loss will shift to the Purchaser.

13. **Condemnation.** In the event that the entire Property or a substantial part thereof shall have been taken by eminent domain or shall be in the process of being so taken, on the Closing Date, either party shall have the option to terminate this Agreement on written notice to the other

party. As employed herein, the term "a substantial part of the Property" shall be deemed to mean a part of the Property consisting of 10% or more of the total area of the Property. In such event this Agreement shall be null and void without any further obligations on behalf of either party except that the State shall promptly return the Deposit without interest to the Purchaser.

14. Violations.

A. The Purchaser shall accept the Property subject to all notices of violation of law or municipal ordinances, orders or requirements issued by any governmental agency or authority now or prior to Closing. The State shall not be required to repair or otherwise comply with any violations affecting the Property, whether now existing or hereafter occurring.

B. The State shall have no obligation to deliver any certificate of occupancy or other like governmental permit in connection with the sale contemplated herein. In the event that a certificate of occupancy or other like governmental permit is required to transfer the Property or the improvements situated thereon, the Purchaser shall apply and pay for procuring same. If any governmental agency or authority requires the correction of physical conditions in connection with the issuance of such permit or as a condition of the transfer of the Property or any improvements situated thereon, the Purchaser shall pay the cost of correcting such conditions. The provisions of this Section 14 shall survive the Closing.

15. Assignment. It is expressly understood that this Agreement may not be assigned by the Purchaser and any purported assignment shall be void unless agreed to in writing by the State.

16. Brokerage. Each party represents to the other that, for purposes of N.J.S.A. 52:34-15, it did not deal with any real estate broker or salesman in connection with the sale of the Property. The Purchaser warrants that no person has been employed, directly or indirectly to solicit or secure this Agreement in violation of N.J.S.A. 52:34-15. The Purchaser shall indemnify the State and hold it harmless against and with respect to any claim for brokerage or other commissions relative to this Agreement or to this transaction. The provisions of this Section 16 shall survive the Closing.

17. Damages. In the event that the Purchaser fails to close title to the Property on the Closing Date for any reason whatsoever (unless the State is unable to deliver marketable title pursuant to Section 4B hereof or this Agreement is terminated due to a condemnation pursuant to Section 13 hereof or legislative approval is not obtained per Section 25 hereof) this Agreement shall be deemed to be automatically terminated.

18. Notices. All notices, requests, consents, approvals or other communications under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or delivered by a nationally recognized overnight courier service which obtains delivery receipts (e.g., Federal Express) or personal delivery. Notices may also be given by facsimile transmission weekdays (exclusive of State legal holidays) between the hours of 8:30 a.m. and 4:30 p.m. provided that any such transmission shall be promptly confirmed by any of the other permitted means of notice set forth above addressed to the following:

If to the State:

State of New Jersey
Department of Treasury
Division of Property Management & Construction
Office of Real Property Acquisition & Disposition
33 West State Street, 9th Floor

P.O. Box 229
Trenton, New Jersey 08625-0229

With copy to:

Gary A. Kotler, DAG
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
25 Market Street
P.O. Box 106
Trenton, New Jersey 08625-0106

If to the Purchaser:

Michael Gonnelli, Mayor
Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094

Either party may, by notice given as aforesaid, change its address for all subsequent notices. All notices hereunder shall be effective upon receipt or first attempted delivery.

19. **Merger.** With the exception of the provisions of this Agreement which expressly survive Closing, the acceptance of the Deed by the Purchaser shall be deemed to be a full performance by the State of, and shall discharge the State from all obligations.

20. **Further Assurances.** Each of the parties hereby agrees to execute, acknowledge, and deliver such other documents or instruments as the other may reasonably require from time to time to carry out the purposes of this Agreement including as may be required by the authorizing legislation if such legislation is required to be enacted to effectuate this transaction.

21. **Attorneys' Fees.** Each party shall pay its own attorneys fees in connection with the transaction addressed by this Agreement.

22. **No Recording.** The Purchaser shall not record this Agreement or a copy or memorandum thereof.

23. **Specific Performance.** In the event the Purchaser fails to comply with any of the provisions of the Agreement, then, in addition to all other legal remedies to which the State is entitled, the State shall have the right to specific performance.

24. **Limitation of State Liability.** The Purchaser agrees that nothing in this Agreement shall make the State or its employees or agents liable to pay any damages or costs for which it and/or they have no liability under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

25. **Legislative Approval.** Sale of the Property to the Purchaser is expressly subject to and conditioned upon the approval by an act of the Legislature, acting in their sole and absolute discretion as the Purchase Price is in excess of five hundred thousand (\$500,000) dollars. The State

shall undertake all reasonable efforts to secure such legislative acts and shall reasonably cooperate with the Purchaser to provide such information and documents as may be required to facilitate same and to meet the Closing Date. In the event such approval is not obtained by the Closing Date, this Agreement shall become null and void and of no further force and effect and neither the State or the Purchaser shall have any further obligation to each other.

26. **Miscellaneous Provisions.** The parties further agree as follows:

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

B. This Agreement contains the entire Agreement between the parties with respect to N.J.S.A. 52:31-1.1 et seq. and the Property, and supersedes any prior or other agreements, understandings or communications, written or oral.

C. No modification of this Agreement shall be effective unless expressed in a mutually executed written Agreement. Any purported modification which is not so expressed in a mutually executed written Agreement shall be void.

D. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

E. The captions herein are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or affect any of the terms or provisions hereof. The parties agree that each party and its legal counsel has reviewed or has had an opportunity to review this Agreement and that the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in any construction or interpretation of this Agreement.

F. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

G. The Effective Date of this Agreement shall be the date on which it is executed by all parties, or, if not executed simultaneously, the date on which it is executed by the last of the parties, which date shall be inserted at the top of the first page hereof.

H. This Agreement shall be governed by any and all applicable laws of the State of New Jersey, without reference to conflict of laws provisions.

I. The venue for any disputes arising under this transaction shall be the Superior Court of the State of New Jersey.

J. By signing below, the Purchaser represents and warrants that it has obtained all requisite power and authority needed to lawfully enter into this Agreement and consummate the transactions contemplated herein.

K. Purchaser represents that it has sufficient funds to pay the Purchase Price and close title to this Property.

THIS PORTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Purchase and Sale Agreement the day and year first above written.

WITNESS/ATTEST:

STATE:

STATE OF NEW JERSEY
Department of the Treasury
Division of Property
Management & Construction

By: _____
Christopher Chianese, Director
Division of Property Management &
Construction

By: _____
Catherine Z. Brennan, Deputy State Treasurer

WITNESS/ATTEST:

PURCHASER:

Town of Secaucus

By: _____
Michael Gonnelli, Mayor

Approved as to Form:
Gurbir S. Grewal
Attorney General of New Jersey

By: _____
Gary A. Kotler, Deputy Attorney General

Resolution No. _____

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

**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 3rd 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).

<u>BLOCK</u>	<u>LOT</u>	<u>QUALIFIER</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
21	15	C0222	222 Harmon Cove Towers	\$ 1,226.67
52	1.01		150 Meadowland Parkway	\$ 5,000.00
64	5		329 Mansfield Avenue	\$ 1,409.17
164	12		293 Hagan Place	\$ 2,040.84
172	5		1440 Paterson Plank Road	\$ 1,543.01
199	1.01	C0001	1 Hops Commons Court	\$ 2,102.48
214	10		1045 Koelle Blvd.	\$ 2,100.00
205	3		6 Myrtle Avenue	\$ 2,270.99
225	9		30 Millridge Road	\$ 1,163.32

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 No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING
THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR CONSULTING
ENGINEER TO BOSWELL ENGINEERING**

WHEREAS, the 2019 Road Program 9th Street was awarded pursuant to Resolution 2019-152, and the Town has determined the need for a Consulting Engineer for this project; and

WHEREAS, Boswell Engineering was awarded a Professional Service Contract with the Town of Secaucus per Resolution 2019-57; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-11082-070.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey award the Professional Service contract for Consulting Engineering Services to Boswell Engineering for the 2019 Road Program 9th Street at an amount not to exceed Forty-Nine Thousand Dollars and 00/100 (\$49,000.00); and

BE IT FURTHER RESOLVED, that Boswell Engineering 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 the Professional Service contract with Bowell Engineering for Consulting Engineering Services as described herein; 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

Adopted: September 24, 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:4-1, in Account Number:

01 - 2010 - 00 - 11082 - 070 Date: 9/19/19
Amount \$ 49,000.00

Signed: Nicholas Goldsack

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING
THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR CONSULTING
ENGINEER TO BOSWELL ENGINEERING**

WHEREAS, the 2018 CDBG 1st Street Roadway Reconstruction Project was awarded pursuant to Resolution 2019-214, and the Town has determined the need for a Consulting Engineer for this project; and

WHEREAS, Boswell Engineering was awarded a Professional Service Contract with the Town of Secaucus per Resolution 2019-57; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-11082-070.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey award the Professional Service contract for Consulting Engineering Services to Boswell Engineering for the 2018 CDBG 1st Street Roadway Reconstruction Project at an amount not to exceed Twenty-Nine Thousand Dollars and 00/100 (\$29,000.00); and

BE IT FURTHER RESOLVED, that Boswell Engineering 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 the Professional Service contract with Bowell Engineering for Consulting Engineering Services as described herein; 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

Adopted: September 24, 2019

Nicholas Goldsack, Chief Financial Officer of the
Town of Secaucus, do hereby certify that funds are
available in accordance with the Local Budget Law
(SA 40:14-1) at Account Number:

01-2010-00-11082-070
Amount \$ 29,000.00

Date 9/19/19

Signed: 
Nicholas Goldsack

RESOLUTION: _____

**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, that pending the successfully completion of background checks and physical examinations, the below additional persons are hereby newly appointed to the positions of regular Part Time Counselors for 2019 / 2020 school year in the **Before and After Care Programs Department #81082** as follows:

<u>Counselors</u>	<u>Hourly Rate</u>
Diallo, Samba (#5594) – 9/5/19	\$10.00 / Hour
Herrera, Lizeth (#4987) – start 9/4/19	\$10.00 / Hour
Maldonado-Delello, Samantha (#5217)-start 9/12/19	\$10.00 / Hour
McCarthy, Amanda (#5240) – start 9/13/19	\$10.00 / Hour
Palacio, Carmen (new) - start 9/5/19	\$10.00 / 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 September 24, 2019.

Town Clerk

Mayor

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

RESOLUTION: _____

**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, that pending the successfully completion of background checks and physical examinations, the below persons are hereby newly appointed to the positions of regular Relief Crossing Guards in the Traffic Department (**#34000**) for the 2019 - 2020 school year effective September 24, 2019 as follows:

Crossing Guards

Ambrosio, Kristen (#4928)
Gonzalez-Sanchez, Jeannette

Hourly Rate

\$20.00 / Hour
\$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 September 24, 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 _____
TOWN OF SECAUCUS
COUNTY OF HUDSON

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, that pursuant to the recommendations of Michael Pero, Superintendent of Receptions, the following persons are hereby re-appointed to various part time positions at the Ice Rink (#8300) to prep with a start date of September 27, 2019 as follows:

Assistant Managers

	<u>Hourly Rate</u>
Ducusin, Michael	\$13.30 / Hour
Flanagan, John	\$14.00 / Hour
Liccardo, Robert	\$12.00 / Hour

Head Maintenance

	<u>Hourly Rate</u>
Van Es, Greg	\$14.00 / Hour

Maintenance

	<u>\$10.00 / Hour</u>
Ferrara, Joseph	\$10.00 / Hour
Bartlett, John	\$10.30 / Hour
Buckel, Arthur	\$10.00 / Hour
Dragone, Matthew	\$10.00 / Hour
Francis, Walter	\$10.00 / Hour
Mastropietro, John	\$10.30 / Hour
Woekener, John	\$10.00 / Hour

Custodians

	<u>Hourly Rate</u>
Andrews, Raequan	\$8.85 / Hour
Fragliossi, James	\$8.85 / Hour
Mastropietro, Justin	\$8.85 / Hour
Petrone, Frank	\$8.85 / Hour
Tabasco, Brandon	\$8.85 / Hour
Vega, Israel	\$8.85 / 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 September 24, 2019.

Town Clerk

Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Ciancy				
Councilwoman Pirro				
Councilman Dehnert				
Councilman Gerbasio				
Mayor Gonnelli				

RESOLUTION NO. _____

TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY

RESOLUTION AUTHORIZING THE DEPARTMENT OF RECREATION TO APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE FY2020 RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES (ROID) GRANT PROGRAM

WHEREAS, there is a need to provide recreation and leisure services for individuals with disabilities in the Town of Secaucus; and

WHEREAS, the Recreational Opportunities for Individuals with Disabilities (ROID) Grant supports projects that will provide these services to people with disabilities in our community by offering the ROID Grant Program; and

WHEREAS, the Town of Secaucus Department of Recreation wishes to provide individuals with disabilities in need these services being offered under this grant program; and

WHEREAS, the Town of Secaucus desires to submit a grant application to the Department of Community Affairs on behalf of the Secaucus Department of Recreation for the FY2020 Recreational Opportunities for Individuals with Disabilities Grant Program in the amount of \$20,000; and

WHEREAS, the Town of Secaucus recognizes and accepts that the Department may offer a lesser or greater amount, therefore upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Town of Secaucus and the New Jersey Department of Community Affairs.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Town of Secaucus that:

1. The Town of Secaucus authorizes the submission of the grant for funding; and
2. These funds will be used by the Secaucus Department of Recreation to provide services for individuals with disabilities; and
3. The Municipal Council approves the allocation of the required 20% matching funds for this grant opportunity.

BE IT FURTHER RESOLVED, that the person whose names, titles and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

X

(Signature)

(Print Name)

(Title)

(Signature)

(Print Name)

(Title)

INTRODUCED BY COUNCILPERSON: _____

SECONDED BY COUNCILPERSON: _____

CERTIFICATION:

I, Michael Marra, the Clerk of the Town of Secaucus hereby certify that at a meeting of the governing Body held on September 24, 2019 the above resolution was duly adopted.

Affix Gov't Corporate or Notary Seal

(Signature of City Clerk)

RESOLUTION # ____

RESOLUTION OF THE TOWN OF SECAUCUS, COUNTY OF HUDSON, NEW JERSEY, AUTHORIZING THE REDEVELOPMENT AND LOAN AGREEMENT CONCERNING THE DOWNTOWN FAÇADE REHABILITATION PROGRAM THE COMMERCIAL PROPERTIES LOCATED AT BLOCK 136, LOT 10 ON THE TAX MAP OF THE TOWN OF SECAUCUS

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended from time to time (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, the Town Council of the Town (the “**Town Council**”), pursuant to *N.J.S.A. 40A:12A-6*, authorized the Planning Board of the Town (the “**Planning Board**”) to determine whether the certain parcels within Blocks 119-142, 144, 148 and 149 on the official tax map of the Town, including Block 136, Lot 10 otherwise known as 1277 Paterson Plank Road (the “**Property**”), met the statutory criteria for designation as an “area in need of rehabilitation” pursuant to the Redevelopment Law; and

WHEREAS, the Planning Board undertook said investigation and conducted a public hearing, all in accordance with *N.J.S.A. 40A:12A-6*, and recommended to the Town Council that the Property, amongst other parcels, satisfied certain statutory criteria and thus constituted an area in need of redevelopment in accordance with the Redevelopment Law; and

WHEREAS, on November 24, 2015, the Town Council adopted Resolution 2015-423, which designated, amongst other parcels, the Property as an “area in need of rehabilitation” pursuant to the Redevelopment Law (the “**Rehabilitation Area**”); and

WHEREAS, November 25, 2016, the Town Council adopted Ordinance 2016-29 by which it accepted the recommendation of the Planning Board and adopted, in accordance with the Redevelopment Law, a redevelopment plan entitled “Downtown Business District Plan” prepared by Clarke Caton Hintz, PC (the “**Redevelopment Plan**”) for, amongst other parcels, the Property; and

WHEREAS, pursuant to Section 4 of the Redevelopment Law, the Town Council is the redevelopment entity, as such term is defined at *N.J.S.A. 40A:12A-3*, for the Rehabilitation Area, with full authority to exercise the powers contained in the Redevelopment Law to facilitate and implement the redevelopment of the Property; and

WHEREAS, 1277 Paterson Plank LLC (the “**Redeveloper**”) is the owner of the Property; and

WHEREAS, Redeveloper desires to be designated by the Town as the “redeveloper” (as such term is defined in the Redevelopment Law) for the Property, in order to, amongst other improvements, improve the façade of the Property, and has provided information evidencing financial responsibility and capability, to construct and make the necessary façade improvements and repairs, as more fully set forth in the Redevelopment and Loan Agreement, attached hereto at Exhibit A; and

WHEREAS, the Town Council has determined that the Redeveloper meets all necessary criteria, including financial capabilities, experience, expertise and project concept descriptions, and, as a result, has determined to engage exclusively in negotiations with Redeveloper for the purpose of entering into the Redevelopment and Loan Agreement to designate Redeveloper as the redeveloper of the Project; and

WHEREAS, Redeveloper has agreed to implement the Redevelopment Plan to effectuate the Project and, in connection therewith, Redeveloper has agreed to devote substantial assets and funds to complete the Project; and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the Town has determined to enter into this Redevelopment and Loan Agreement with Redeveloper, attached hereto as Exhibit A, which specifies the rights and responsibilities of the Town, and specifies the rights and responsibilities of Redeveloper with respect to the Project; and

WHEREAS, in reliance on Redeveloper’s representations, the Town Council intends to approve the Redevelopment and Loan Agreement, subject to the terms and conditions herein.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Secaucus as follows:

1. The above recitals are incorporated herein as if set forth in full.
2. The Redevelopment and Loan Agreement, attached hereto as Exhibit A, as well as a Mortgage, Note, and any other documents required to provide Redeveloper a loan in the amount of \$20,000 (collectively, the “**Loan Documents**”) is hereby approved for the redevelopment of the Property pursuant to the terms and conditions of the Loan Documents, and may be extended for an additional period or periods, and the sole and absolutely discretion of the Town.
3. The Mayor or his authorized designee is authorized to execution the Redevelopment and Loan Agreement and Loan Documents substantially the same form and as contemplated in the Redevelopment and Loan Agreement, with such additions, deletions and modifications as the Mayor or his designee may determine necessary upon consultation with counsel and the Redeveloper.
4. This Resolution shall take effect immediately.

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 September 24, 2019.

Town Clerk

Mayor

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

EXHIBIT A
REDEVELOPMENT AND LOAN AGREEMENT

RESOLUTION: _____

**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 Kevin Flaherty, Police Chief, the below person is hereby appointed to a seasonal part time Intern position in the Police Records Bureau Department (**#31002**) with a start date of September 23, 2019 as follows:

Patel, Harshil

\$10.00 / 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 September 24, 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 ON BEHALF OF THE TOWN OF SECAUCUS
TO REJECT THE BIDS SUBMITTED FOR MEADOWLANDS PARKWAY
REHABILITATION PROJECT**

WHEREAS, A Fair and Open Solicitation Process for Meadowlands Parkway Rehabilitation was held pursuant to N.J.S.A. 40A:11-1 *et seq.*; and

WHEREAS, the Town duly advertised for bids on August 13, 2019; and

WHEREAS, on September 6, 2019, the following one (1) bid was received for Meadowlands Parkway Rehabilitation:

<u>BIDDER</u>	<u>BASE BID A AMOUNT</u>	<u>BASE BID B AMOUNT</u>
1) D.S. Meyer Enterprises, LLC 34 Maple Street, Waldwick, NJ 07463	\$2,627,376.00	\$32,708.30

WHEREAS, it has been determined that the low bid is over the engineering estimate, and insufficient funds are available; and

WHEREAS, pursuant to N.J.S.A. 40A:11-13.2 (a) and (b), a contracting unit may reject all bids that substantially exceed the cost estimate for the services, or exceed the contracting unit's appropriation for the services.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey reject all bids submitted for the Meadowlands Parkway Rehabilitation; 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

Adopted: September 24, 2019

RESOLUTION: _____

**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 Lisa Snedeker, Director, Senior and Social Services, the following person is hereby appointed to the vacant regular part time Counselor position in the **EPOS Program**, Department #31002 effective as follows:

Mason, Melissa – rehire #2976 (9/16/2019) \$10.00 / 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 September 24, 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: _____

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

RESOLUTION TO APPROVE STREET OPENING PERMIT

WHEREAS, pursuant to Secaucus Town Ordinance 117-2b, permission is required to be obtained prior to the issuance of any street opening permit; and

WHEREAS, a street opening permit has been requested for work necessary to perform Sewer Repair at **843 Roosevelt Avenue**; and

WHEREAS, the Town Engineer has made recommendations, attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED that the above referenced street opening permit is hereby approved subject to conditions attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED by the Mayor and Council of the Town of Secaucus; County of Hudson, State of New Jersey, that the Town Engineer and/or Town Administrator are hereby authorized to execute any documents or take any action related to this endeavor.

Exhibit A

Street Opening Permit No. 19-045

1. The Applicant shall receive an approved Street Opening Permit for the application submitted. Upon approval from Mayor and Council, the applicant will be required to submit the necessary Application Fee, Permit Fee, and Moratorium Fee.
2. Sidewalk Slabs shall be removed at an expansion joint or cut at a control joint. Sidewalks shall be poured 4" thick over 4" of Dense Graded Aggregate with appropriate expansion and control joints as specified in the NJDOT Standard Specifications.
3. All 9' x 18" curb forms shall be fully formed on both sides. Face forming curbs is not an acceptable method. 9" x 18" vertical curbing shall be installed at the driveway apron with a 1-1/2" reveal. Form work must be approved by the Secaucus Engineering Department prior to any concrete pours.
4. Any asphalt work in the street must be fully backfilled with NJDOT Dense Graded Aggregate and the temporary pavement and permanent pavement shall follow the requirements of Section 117 of the Code of the Town of Secaucus. The Applicant shall use infrared technology at the seams on all recently paved areas.



Town of Secaucus

Engineering/District Zoning Department
1203 Paterson Plank Road, 4th Floor, Secaucus, NJ 07094
Tel: 201-617-5913

SECAUCUS STREET OPENING PERMIT APPLICATION

***Please email all Street Opening Permit Applications to SOP@secaucus.net.

New Service Service Replacement Shutoff Curb Sidewalk Other _____

Location of Opening: 843 Roosevelt Avenue
Length (ft.): 12/6 Width (ft.): 2/3 Area (Sq. Ft.): 24 (2 CUTS) = 48
Start Date: TBD Completion date: TBD 12 (2 CUTS) = 24
72

- Has this street been newly paved within the last Five (5) years? List of roads can be found on pages 3 & 4: Y N (Circle One)
If yes, the Applicant must obtain Governing Body Approval as per Chapter 117-2c of the Town of Secaucus Ordinance.
- Does this street opening fall under the jurisdiction of Hartz Mountain Industries or Office of the Hudson County Engineer? List of Hartz Mountain and Hudson County Roads can be found on Page 2: Y N (Circle One). If yes, the Town of Secaucus cannot process this permit, and the representative listed on Page 2 will need to be contacted regarding this opening.
- I have read the Street Opening Ordinance, Chapter 117 of the Code of the Town of Secaucus: Y N (Circle One).
- This Application must be accompanied with Detailed Drawings, detailing all structures, pipes, ducts, wires, cables or other facilities installed in the street that is being opened. Traffic Control Plan must be submitted to the Secaucus Police Department prior to the start of work.

5. Company Name: A-1 EXCAVATING & CONTRACTING LLC

Person in Charge of Work: SEAN HERRING

Company Address: 39 Fairmount Ave - Jersey City, NJ 07304

Contact Telephone: (201) 946-8290

Applicant's Signature: [Signature] DATE: 9/4/19

- This application must be filled out and approved before any work begins. In the event of an Emergency, the permit application must be received within 72 hours of start of work. Work cannot begin unless a copy of the permit is on site.
- Inspections must be scheduled 48 hours in advance by calling the Engineering Department at 201.617.5913. Work may be stopped without prior notice for inspection.

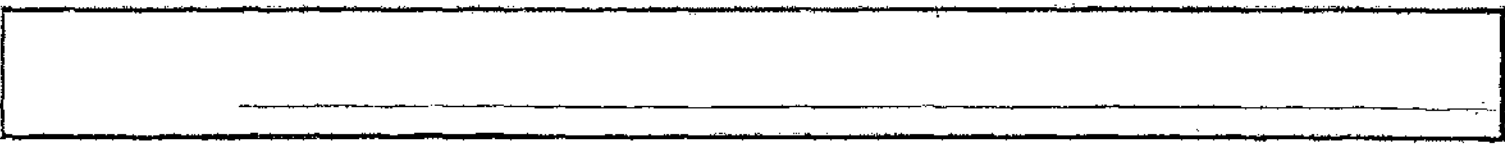
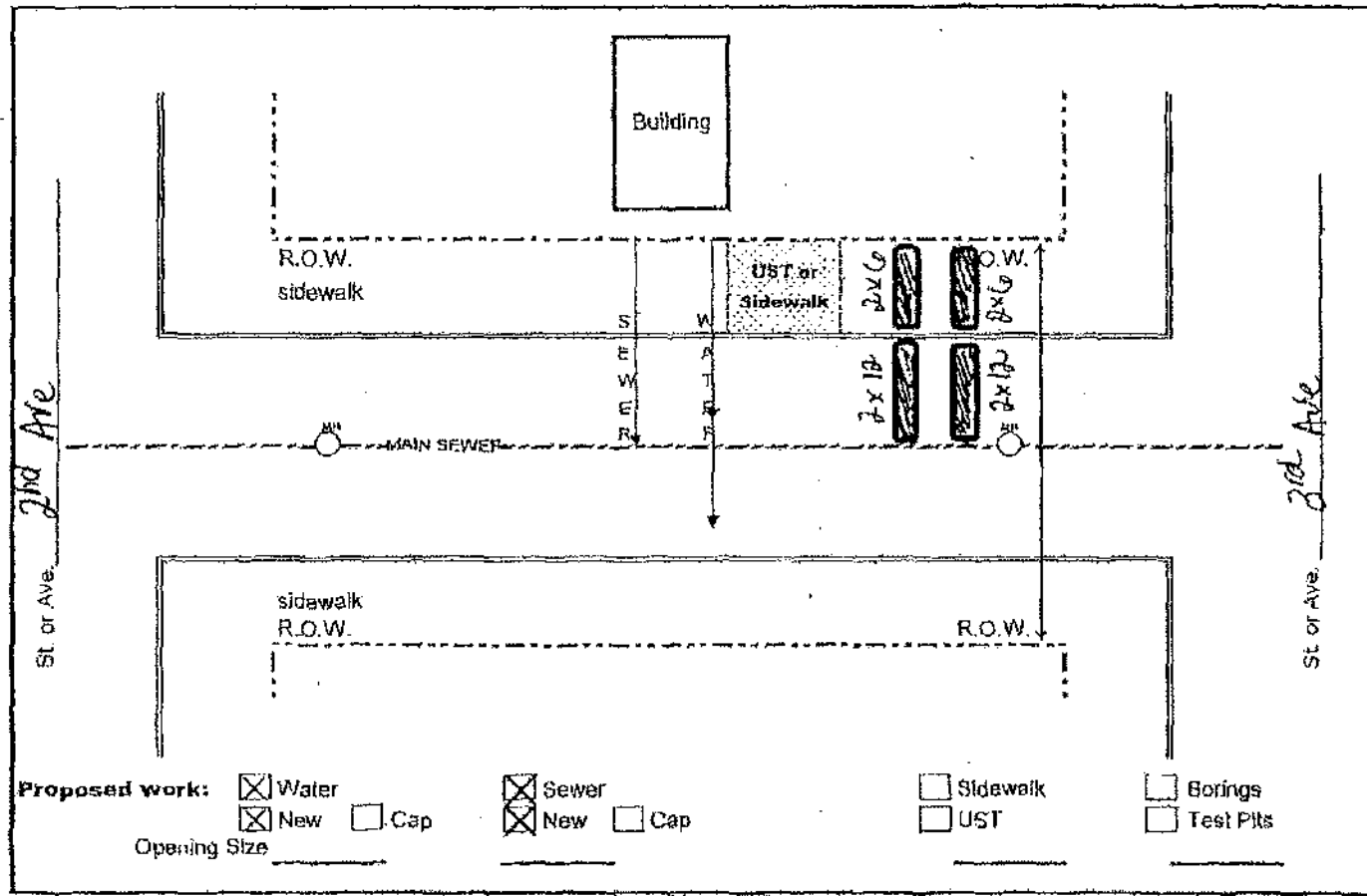
1. Application Fee: <u>\$100.00</u>	Permit Fee Calculation:	
2. Nonreported Opening Fee: \$200	Up to 20 SF -	One Hundred Dollars (\$100.00)
3. Permit Fee: <u>\$ 350</u>	20 SF to 80 SF -	Three Hundred Fifty Dollars (\$350.00)
	Over 80 SF -	Additional One Dollar (\$1.00) per SF

Permit No.: 19-045
Deposit / Bond: \$ ~~600~~ 695
Certificate of Insurance: Y/N
Expiration Date of Insurance: _____

Date Issued: 9/9/19
[Signature]
TOWN ENGINEER APPROVAL

Address 843 Roosevelt Ave

Applicant A1 Excavating & Contracting



EDILBERTO AGUILERA
MARIA A AGUILERA
843 ROOSEVELT AVE
SECAUCUS NJ 07094

177
55-136/312
957

9/9/2019
Date

Pay to the Order of Town of Secaucus \$450 ^{xx}
Four Hundred Fifty Only Dollars

TD Bank
America's Most Convenient Bank®

For Roadway Openings
843 Roosevelt - Appt. & Permit Fees

⑆031201360⑆ 4249464168⑆ 0177

Printed Name: EDILBERTO AGUILERA TD Bank, N.A.

EDILBERTO AGUILERA
MARIA A AGUILERA
843 ROOSEVELT AVE
SECAUCUS NJ 07094

180
55-136/312
957

9/9/2019
Date

Pay to the Order of Town of Secaucus \$695 ^{xx}
Six Hundred Ninety Five Only Dollars

TD Bank
America's Most Convenient Bank®

For Deposit

⑆031201360⑆ 4249464168⑆ 0180

Printed Name: EDILBERTO AGUILERA TD Bank, N.A.

EDILBERTO AGUILERA
MARIA A AGUILERA
843 ROOSEVELT AVE
SECAUCUS NJ 07094

181
55-136/312
957

9/9/2019
Date

Pay to the Order of Town of Secaucus \$946 ^{xx}
Nine Hundred Forty Six Only Dollars

TD Bank
America's Most Convenient Bank®

For More Traffic Fees
843 Roosevelt

⑆031201360⑆ 4249464168⑆ 0181

Printed Name: EDILBERTO AGUILERA TD Bank, N.A.

Town Of Secaucus
Engineering/Zoning Department
SEP 09 2019
RECEIVED

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS
AWARDING THE COLLECTION SERVICES CONTRACT TO PENN CREDIT
CORPORATION**

WHEREAS, the Municipal Court of the Town of Secaucus has determined the continuous need for Collection Services; and

WHEREAS, Penn Credit Corporation, located in Harrisburg, PA, is State of New Jersey approved under the Small Business Set Aside Act; and

WHEREAS, Penn Credit Corporation is a State of New Jersey contract vendor, under contract #89904; and

WHEREAS, Contract #89904 was approved for use by Resolution 2019-15;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, to award Penn Credit Corporation the Collection Services Contract as detailed above for a one (1) year term beginning September 25, 2019; and

BE IT FURTHER RESOLVED that the state contract and Resolution shall constitute the requisite contract in this matter and be kept on file with the Town Clerk; and

BE IT FURTHER RESOLVED that Penn Credit Corporation 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.

DATE: September 24, 2019

Resolution No. _____

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

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING THE
SALE OF ABANDONED VEHICLES BY THE SECAUCUS POLICE DEPARTMENT
ON AN ONLINE AUCTION WEBSITE, WWW.GOVDEALS.COM**

WHEREAS, the Town of Secaucus' Police Department has acquired certain property, namely vehicles, through impoundment and abandonment, which have not been claimed and their required waiting period has expired for the owner to claim the property; and

WHEREAS, N.J.S.A. 39:10A-1 et seq. sets forth the procedure for disposition of abandoned vehicles in the possession of a municipality and provides that when such vehicles remain unclaimed by the owner for a period of thirty (30) days, they may be sold at public auction in a public place. The public agency must give notice of the sale by certified mail, to the owner, if his name and address are known and to the holder of any security interest filed with the Chair and Chief Administrator of the Motor Vehicle Commission and by publication; and

WHEREAS, the Town of Secaucus intends to utilize the online auction services of GovDeals.com located at www.GovDeals.com from time to time as needed through Sourcewell pursuant to **Resolution 2019-114**; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Secaucus in the County of Hudson, State of New Jersey, hereby declare that the personal property, namely vehicles listed below, have not been claimed nor determined stolen and should be sold in accordance with the appropriate statutes of the State of New Jersey, N.J.S.A. 39:10A-1 et seq. and N.J.S.A. 40A:14-157; and

VEHICLE	QUANTITY	VIN #	MIN. BID
2000 Honda Accord [4 Door]	1	1HGCG6672YA101497	\$ 500.00
1997 Toyota Camry [4 Door]	1	4T1BF22K6VU020329	\$ 500.00
2006 Subaru Impreza [4 Door]	1	JF1GD67606G512394	\$ 500.00
2004 GMC Pick-Up	1	2GTEK19T141171952	\$ 500.00

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Mayor and Council of the Town of Secaucus, in the County of Hudson, State of New Jersey, hereby authorize the Town Clerk or his designee to offer for sale to the highest bidder the abandoned vehicles listed above on an online auction website entitled www.GovDeals.com; and

BE IT FURTHER RESOLVED, the Town of Secaucus shall utilize the online auction services of GovDeals, Inc., with a website of www.GovDeals.com, pursuant to the fee schedule, terms and conditions through Sourcewell; and

BE IT FURTHER RESOLVED, that the auction for the items listed above will start online on or about October 10, 2019 and end on or about October 17, 2019, with dates certain to be set forth in the auction notice and the auction shall be in accordance with the following:

- a) The vehicles are no longer needed for public use.
- b) The sale will be online at www.GovDeals.com.
- c) The sales are being conducted pursuant to the Division of Local Government Services' Local Finance Notices 2008-9 and 2008-21R.
- d) The vehicles as identified above shall be sold in an "as is" condition without express or implied warranties.
- e) Arrangements to see the vehicles can be made by contacting George Miller at (201) 330-2080.
- f) All bidders participating must agree to the terms and conditions contained on the online website and agree to be bound by such. A copy of said terms and conditions are available on the online website www.GovDeals.com and in the Town Clerk's Office.
- g) The Town of Secaucus reserves the right to accept or reject any bid submitted.
- h) Buyer is solely and fully responsible for all aspects of removal of any purchased items, including loading and transport from Town property and all costs associated with such. All items must be removed within ten (10) business days of the close of the auction or ownership shall revert to the Town of Secaucus.

BE IT FURTHER RESOLVED, that the Town Administrator or his designee shall be authorized to execute any document related to this online auction; and

BE IT FURTHER RESOLVED, that all vehicles will be sold in an "as is" condition with no warranty, express or implied. The buyer is solely and fully responsible for the removal of the vehicle and all costs associated with such. All sales are final; and

BE IT FURTHER RESOLVED, that all vehicles are subject to the rules set forth by the auctioneer, including but not limited to, the removal of all vehicles from the location lot within ten (10) business days; and

BE IT FURTHER RESOLVED, that this Resolution shall be published in The Jersey Journal, with the final publication at least five (5) days prior to the date of the auction.

Adopted: September 24, 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 September 24, 2019.

Town Clerk

Mayor

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



New Jersey Office of the Attorney General
 Division of Consumer Affairs
 Legalized Games of Chance Control Commission
 124 Halsey Street, 6th Floor, P.O. Box 46000
 Newark, New Jersey 07101
 (973) 273-8000

Application No. RA R1568
 Identification No. 451-8-35628

Application for a Raffle License

Submit four (4) copies of this application to the Municipal Clerk's office in the municipality where the games will be conducted.

Please print clearly.

Name of municipality: TOWN OF SECAUCUS

Part A - General

1. Name of applying organization: UNICO NATIONAL - SECAUCUS
- 2a. Street address of headquarters: PO BOX #1182, SECAUCUS, NEW JERSEY 07094
- b. Mailing address (if different): _____
3. A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

Date	Hours	Date	Hours
<u>DECEMBER 15, 2019</u>	<u>10-12 NOON</u>	_____	_____
<u>OFF PREMISE DRAW RAFFLE</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 4a. Address of place where raffles will be played: Secaucus Senior Center
101 Centre Ave, Secaucus, NJ 07094
- b. Does the applicant own the premises or regularly occupy them for its general purposes? Yes No
5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

The items of expense intended to be incurred or paid in connection with the games listed in this application, the names and addresses of the persons to whom each item is to be paid, and the purpose for which each item is to be paid, are:

Item of Expense	Name and address of supplier	Purpose
<u>Raffle tickets</u>	<u>Impressive Printing, 313 10th S. Carlstadt, NJ 07072</u>	<u>Raffle Tickets</u>
<u>Town of Secaucus</u>	<u>Town of Secaucus, 1203 Paterson Plk Rd, Secaucus, NJ 07094</u>	<u>Raffle License</u>
<u>Legalized Game of Chance</u>	<u>State of NJ - Legalized Games of Chance</u>	<u>Raffle License</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____